



City of Port Orchard Council Meeting Agenda

May 25, 2021

6:30 p.m.

Mayor:

Rob Putaansuu
Administrative Official

Councilmembers:

Bek Ashby (Mayor Pro-Tempore)
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
Utilities/Sewer Advisory Committee
Land Use Committee, **Chair**
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
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, CPPO
City Clerk

Meeting Location:

Council Chambers, 3rd 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/84942747336>

Zoom Webinar ID: 849 4274 7336

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. Approval of the May 11, 2021, City Council Meeting Minutes **Page 3**

5. PRESENTATION

A. South Kitsap Fire and Rescue EMS Levy Renewal (Fire Chief Faucett)

B. Presentation by Rice Fergus Miller on the South Kitsap Community Events Center Concept Plans (Bond) **Page 9**

6. PUBLIC HEARING

A. Second Public Hearing on the Adoption of an Ordinance Amending Port Orchard Municipal Code 13.04.025 and Increasing the Water System Capital Facility Charge (Dorsey) **Page 10**

B. Final Downtown Subarea Plan and Proposed Amendments to the Comprehensive Plan and Development Regulations (Bond) **Page 27**

7. BUSINESS ITEMS

- A. Adoption of an Ordinance Amending Port Orchard Municipal Code 13.04.025 and Increasing the Water System Capital Facilities Charge (Dorsey) **Page 194**
- B. Adoption of an Ordinance Approving the Final Downtown Subarea Plan and Proposed Amendments to the Comprehensive Plan and Development Regulations (Bond) **Page 211**
- C. Adoption of an Ordinance Regarding Special Event Permits After July 1, 2021, Under Governor's COVID-19 Guidance (Rinearson) **Page 212**
- D. Adoption of a Resolution Approving a Contract with Otis Elevator Company for City Hall Elevator Maintenance (Dorsey) **Page 240**
- E. Lodging Tax Fund Allocation for Special Events and Festivals (Rinearson) **Page 270**

8. DISCUSSION ITEMS (No Action to be Taken)

9. REPORTS OF COUNCIL COMMITTEES

10. REPORT OF MAYOR

11. REPORT OF DEPARTMENT HEADS

12. CITIZEN COMMENTS

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

13. EXECUTIVE SESSION: Pursuant to RCW 42.30.110, the City Council **will hold** an executive session. The topic(s) and the session duration will be announced prior to the executive session.

14. ADJOURNMENT

COMMITTEE MEETINGS

	Date & Time	Location
Economic Development and Tourism	June 14, 2021; 9:30am – 2 nd Monday of each month	Remote Access
Utilities	June 8, 2021; 5:00pm	Remote Access
Land Use	TBD, 2021; 4:30pm	Remote Access
Festival of Chimes & Lights	June 21, 2021; 3:30pm – 3 rd Monday of each month	Remote Access
Finance	TBD, 2021; 5:00pm	Remote Access
Transportation	May 25, 2021; 5:00pm; 4 th Tuesday of each month	Remote Access
Sewer Advisory	July 21, 2021; 6:30pm	Remote Access
Lodging Tax	TBD, 2021	Remote Access
Outside Agency Committees	Varies	Varies

CITY COUNCIL GOOD OF THE ORDER

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



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of May 11, 2021**

1. CALL TO ORDER AND ROLL CALL

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

Roll call was taken by the City Clerk as follows:

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

Staff present via Remote Access: Finance Director Crocker, Community Development Director Bond, Public Works Director Dorsey, Assistant City Engineer Hammer, Utilities Manager J. Brown, Operations Manager Lang, Police Chief M. Brown, City Attorney Archer, City Clerk Rinearson, and Deputy City Clerk Floyd.

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.

The meeting is also streaming live on Facebook.

A. PLEDGE OF ALLEGIANCE

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

2. APPROVAL OF AGENDA

MOTION: By Councilmember Ashby, seconded by Councilmember Cucciardi, to move 4F, approval of the April 27, 2021, meeting minutes, to the business items as 7F.

The motion carried.

MOTION: By Councilmember Rosapepe, seconded by Councilmember Cucciardi, to move 4E, approval of the April 21, 2021, Council Retreat minutes, to business items as 7G.

The motion carried.

MOTION: By Councilmember Clauson, seconded by Councilmember Cucciardi, to approve the amended agenda.

The motion carried.

3. CITIZENS COMMENTS

Brianne Kelsey, Senior Director of Development with Tarragon, spoke to the Sidney Road apartments which are the new 216-unit apartment homes located at 4977 Sidney road. They have been involved and working with city staff and are pleased to be at this point to have the opportunity to work through the terms of obligations that are going before Council this evening.

4. CONSENT AGENDA

- A.** Approval of Voucher Nos. 81980 through 82060 including bank drafts in the amount of \$276,567.58 and EFT's in the amount of \$37,129.37 totaling \$313,696.95.
- B.** Approval of Payroll Check Nos. 81971 through 81976 including bank drafts and EFT's in the amount of \$251,857.61, and Direct Deposits in the amount of \$185,125.72 totaling \$ 436,983.33.
- C.** Adoption of an Ordinance Amending Port Orchard Municipal Code Chapter 9.46 City-Owned Docks and Piers (**Ordinance No. 019-21**)
- D.** Approval of an Interlocal Agreement with the City of Gig Harbor Regarding Use of the City's Decant Facility (**Contract No 060-21**)

MOTION: By Councilmember Clauson, seconded by Councilmember Ashby, to approve the consent agenda as amended.

The motion carried.

5. PRESENTATION

A. Bethel/Lincoln Roundabout

Public Works Director Dorsey, Assistant City Engineer Hammer, and Mike Horton with Skillings, provided a presentation which included re-alignment of Lundberg Road, modifications to the Lincoln and Mitchell intersection, modifications to Bethel and Mitchell intersection, project objectives, design, alternatives, and safety of each alternative.

6. PUBLIC HEARING

- A. Public Hearing on Adoption of an Ordinance Adopting the 2021 Water System Capital Improvement Plan (CIP)**

Mayor Putaansuu opened the public hearing, and there being no testimony, closed the public hearing at 7:19 p.m.

B. First Public Hearing on the Adoption of an Ordinance Amending Port Orchard Municipal Code Chapter 13.04 and Increasing the Water System Capital Facility Charge

Mayor Putaansuu opened the public hearing at 7:27 p.m.

City Clerk Rinearson spoke to an email sent by **Brianna Kelsey**.

In response to **Heidi Fenton's** question, Mayor Putaansuu noted this is only for public comment; however, he responded by stating her utility bill will not go up, this only affects new connections.

Robert Baglio said he is working with the developer who is redeveloping the former Cheers and Tweten's Lighthouse site. He does not feel like a project that is being redeveloped is getting due credit for the current capital facility ERU's that are accounted for in the calculations. He believes the charge should be based upon the net increase in ERU's.

Brianna Kelsey speaking on behalf of the Sidney Road apartments, they did not include in their budget the additional costs of the CFC's and are very close to moving forward with entitlements and permits on the project that is currently underway. Also, requesting City Council to consider a grace period for those eligible residential housing projects already in building permit review to be exempted from the implementation of this increase and the CFC fees.

Mayor Putaansuu closed the public hearing at 7:50 p.m.

7. BUSINESS ITEMS

A. Adoption of an Ordinance Adopting the 2021 Water System Capital Improvement Plan

MOTION: By Councilmember Lucarelli, seconded by Councilmember Chang, to adopt Ordinance No. 022-21, thereby adopting the 2021 Water System Capital Improvement Plan.

The motion carried.

B. Adoption of an Ordinance Approving Revisions to Port Orchard Municipal Code Chapter 20.132 Sign Code

MAIN MOTION: By Councilmember Diener, seconded by Councilmember Rosapepe, to adopt an ordinance, approving the proposed revisions to the temporary sign code in Chapter 20.132 POMC, as presented.

Councilmember Cucciardi questioned if we are going to have sign that is 32 square feet that is going to be up for a year or longer, and due to weather patterns, should the sign be set in concrete that can be removed for structural integrity.

AMENDED MOTION: By Councilmember Cucciardi, seconded by Councilmember Lucarelli, to amend Section 6(b)(iii), to remove the reference to the setting concrete and to focus on the disallowance of permanent installation.

The amended motion carried.

**The main motion carried.
(Ordinance No. 024-21)**

C. Adoption of a Resolution Approving a Contract with Sidney Road Apartments, LLC for General Facility Fee Credit

MOTION: By Councilmember Chang, seconded by Councilmember Diener, to adopt a Resolution authorizing the Mayor to execute a General Facility Fee agreement between the City of Port Orchard and Sidney Road Apartments LLC, as presented.

**The motion carried.
(Resolution No. 038-21 and Contract No. 063-21)**

D. Adoption of a Resolution Approving a Contract with Apply-A-Line, LLC for the 2021 Road Striping Project

MOTION: By Councilmember Clauson, seconded by Councilmember Diener, to adopt Resolution No. 032-21, authorizing the Mayor to execute Contract No. C051-21 with Apply-A-Line, LLC for 2021 Road Striping in the amount not to exceed \$58,062.15 (applicable tax included).

The motion carried.

E. Approval of the April 20, 2021, City Council Work Study Session Meeting

MOTION: By Councilmember Lucarelli, seconded by Councilmember Chang, to accept the Council work study meeting minutes for April 20th as presented.

The motion passed. Councilmember Rosapepe abstained.

F. Approval of the April 27, 2021, City Council Meeting Minutes

MOTION: By Councilmember Cucciardi, seconded by Councilmember Clauson, to approve the meeting minutes from April 27th.

The motion passed. Councilmember Ashby abstained.

G. Approval of the April 23, 2021, City Council Retreat Summary

MOTION: By Councilmember Ashby, seconded by Councilmember Clauson, to approve the meeting summary of the Council Retreat.

The motion passed. Councilmember Rosapepe abstained.

8. DISCUSSION ITEMS (No Action to be Taken)

There were no discussion items.

9. REPORTS OF COUNCIL COMMITTEES

Councilmember Cucciardi reported the Economic Development and Tourism Committee is scheduled to meet June 14th.

Councilmember Lucarelli reported on the May 11th Utilities Committee meeting.

Councilmember Diener reported on the May 5th Land Use Committee meeting.

Mayor Putaansuu reported the Transportation Committee is scheduled to meet May 25th. The Sewer Advisory Committee is scheduled to meet May 19th. The Lodging Tax Advisory Committee is scheduled to meet in October.

Councilmember Ashby reported on last week's Kitsap Regional Coordinating Council Executive Board meeting, and the Puget Sound Regional Council Transportation Policy Board.

10. REPORT OF MAYOR

The Mayor reported on the following:

- Kitsap 911 Board sales tax resolution; and
- Interviewed for a new Executive Director for Housing Kitsap.

11. REPORT OF DEPARTMENT HEADS

Development Director Bond reported on the final draft of the Downtown Subarea Plan, and meeting with McCormick Communities and developing the urban village concept center and survey.

City Attorney Archer reported the Department of Treasury issued guidance on the use of the American Rescue Plan Act Funds.

12. CITIZEN COMMENTS

There were no citizen comments.

13. EXECUTIVE SESSION

There was no executive session.

GOOD OF THE ORDER

In response to Councilmember Rosapepe, Mayor Putaansuu explained his plan is to open City Hall common areas in June and to bring back more staff into the office.

14. ADJOURNMENT

The meeting adjourned at 8:53 p.m. No other action was taken. Audio/Visual was successful.

Brandy Rinearson, MMC, City Clerk

Robert Putaansuu, Mayor



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Presentation 5B
Subject: Presentation by Rice Fergus Miller
on the South Kitsap Community Events
Center Concept Plans

Meeting Date: May 25, 2021
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: Rice Fergus Miller (RFM), the architectural firm contracted by the City to develop a design for the South Kitsap Community Events Center (SKCEC), will make a presentation on the first draft concept plans for the SKCEC's interior and exterior building design, and the overall site design. The presentation materials are not included in the meeting packet, but will be available after the meeting.

Relationship to Comprehensive Plan: The following goals and policies in the City's Comprehensive Plan are relevant to the SKCEC:

Policy PK-17: A community recreation center should be encouraged.

Policy PK-20: Coordinate with other governmental entities and civic organizations to provide new facilities to the public.

Policy PK-27: Public access to the water is required for new municipal development, unless such access is shown to be incompatible due to reasons of safety, security or impact to the shoreline environment ...

Policy PK-28: Viewing decks and similar pedestrian-oriented structures are needed and should be constructed in the urban waterfront area.

Policy CF-2: The City should consider development of multi-use facilities that can serve more than one public need. The City should coordinate with other jurisdictions and agencies that also provide public facilities, such as Kitsap County, Kitsap Transit and the Port of Bremerton, to encourage cooperative planning of future facilities and reduce redundancy. ...

Fiscal Impact: N/A



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Agenda Staff Report

Agenda Item No.:	Public Hearing 6A	Meeting Date:	May 25, 2021
Subject:	Second Public Hearing on the Adoption of an Ordinance Amending Port Orchard Municipal Code 13.04.025 and Increasing the Water System Capital Facility Charge	Prepared by:	Mark Dorsey, P.E. Public Works Director
		Atty Routing No.:	366922.0013 – Water
		Atty Review Date:	May 20, 2021

Summary: On May 11, 2021, the First Public Hearing was held on Ordinance No. 023-21, thereby amending POMC 13.04 and increasing the Water System Capital Facility Charge. Prior to that date, the City Council had received briefing and deliberated on the Water System Capital Facility Charge at its April 20, 2021 Work Study Session and at the April 27, 2021 Regular City Council Meeting where Staff presented the Water System Capital Improvement Program 2020-2030, which included 1) the updated Water System Capital Improvement Plan (CIP) and 2) methodology alternatives for an update to the City’s Water System Capital Facility Charge (CFC). The purpose of the presentation was to 1) determine whether the current Water System CFC’s are adequate to fund both the needed Water CIP’s and to maintain the current water system and 2) to explore alternative CFC methodologies. Per Council’s direction at these meetings, Ordinance No. 023-21 will amend POMC 13.04.025 to effectuate the proposed increase to the Water CFC.

Relationship to Comprehensive Plan: Chapter 7 – Utilities

Recommendation: Staff recommends holding the Public Hearing.

Alternatives: Do not hold the Public Hearing.

Attachments: Ordinance No. 023-21 Redline and Ordinance No. 023-21 Clean.

ORDINANCE NO. 023-21

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO THE WATER CAPITAL FACILITY CHARGE (CFC); AMENDING PORT ORCHARD MUNICIPAL CODE (POMC) SECTION 13.04.025, FEE SCHEDULE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orchard charges a Water Capital Facility Charge (CFC), levied upon new connections, changes in use, and building modifications which increase the total number of ERUs connected to the City's water utility; and

WHEREAS, the City has prepared a Water System Plan Update, which includes an updated Water System Capital Improvement Plan (CIP), which form the basis for calculation of the City's Water CFC; and

WHEREAS, while the City's larger Water System Plan Update is awaiting approval by the Washington State Department of Health (DOH) prior to final adoption, the City Council adopted the 2021 Water System CIP on May 11, 2021 due to the City's urgent need to update the City's Water CFC can more accurately reflect current needs and costs; and

WHEREAS, prior to adoption of the Water System CIP, the City Council began discussion of a Water System CIP and Water CFC Update at the October 20, 2020 Utility Committee Meeting; and

WHEREAS, the City Council deliberated on a Water System CIP and CFC Update following a presentation by Katy Isaksen & Associates, Inc. at the April 20, 2021 Work Study Session and a follow-up presentation at the April 27, 2021 Regular City Council Meeting by city staff, and again on May 11, 2021 at a Regular City Council Meeting, and the May 18, 2021 Work Study Session, and finally at the May 25, 2021 Regular City Council Meeting; and

WHEREAS, the Port Orchard City Council desires to amend the codified Water CFC, set out at Port Orchard Municipal Code Chapter 13.04 to provide for a Water Capital Facility Charge (CFC) Update to respond to the updated Water System CIP; and

WHEREAS, two (2) duly noticed Public Hearings were held on the Water CFC Update on May 11, 2021 and May 25, 2021 before the City Council; and

WHEREAS, the City Council finds that the amendments herein to POMC 13.04.025 are consistent with goals and policies of the City's Comprehensive Plan and related regulations, and serve the public health, safety, and general welfare of the citizens of Port Orchard; now, therefore,

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

SECTION 1. Port Orchard Municipal Code 13.04.025 is hereby amended to read as attached at Exhibit A hereto.

SECTION 2. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this ordinance.

SECTION 3. This ordinance shall be posted and published as required by law, and shall be effective and in full force beginning on June 14, 2021, provided, however, that any project for which a building permit application was accepted by the City on or before March 1, 2021 shall only be required to pay the applicable water capital facility charges that existed immediately prior to the adoption of this ordinance (unless the building permit expires or the application is cancelled), provided further this exemption shall only be available if those charges are paid in full by the applicant no later than close of business on August 31, 2021. Upon the effective date of this ordinance: (1) any applicant with a pending application for a building permit that was not accepted by March 1, 2021 shall be charged the charges established in this ordinance; and (2) any applicant with an application for building permit that was accepted by March 1, 2021 but the charges are not paid before close of business on August 31, 2021 shall pay the charges established in this ordinance. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 25th day of May 2021.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Sponsored by:

Charlotte A. Archer, City Attorney

Cindy Lucarelli, Councilmember

PUBLISHED: May 28, 2021

EFFECTIVE DATE: July 1, 2021

Exhibit A**13.04.025 Fee schedule.**

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

Water Sewer Connection Fees

Water Capital Facility Charge	POMC 13.04.030(1)(a)
Residential – Per ERU	\$11,571 5,945

Water Capital Facility Charge Nonresidential – Based on Meter Size	POMC 13.04.030(1)(b)
3/4"	\$11,571 5,945
1"	\$19,324 9,928
1-1/2"	\$38,531 49,797
2"	\$61,673 31,687
3"	\$115,710 59,450
4"	\$192,889 99,103
Irrigation	No connection fee

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

Connection Fees/Labor Installation Fees	POMC 13.04.033(1)
3/4"	\$1,113.73
1"	\$1,336.49

Water Sewer Connection Fees	
1-1/2"	\$1,670.61
2"	\$2,227.48
Larger	Estimated case by case

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

Sewer Capital Facility Charge, consisting of both:	POMC 13.04.040(2)
Sewer Wastewater Treatment Facility Fee	POMC 13.04.040(2)
Per ERU	\$3,597.37
McCormick Land Co. Div. 1-10 Per ERU	\$881.25
General Facility Fee	POMC 13.04.040(2)
Per ERU	\$8,525

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

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

Billing and Miscellaneous Charges
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Billing Charges	POMC 13.04.050
Water/Sewer Delinquency Notice at Location	\$10.00

Water Shutoff Fee	\$40.00
Meter Turn-Off Violations (as Determined by City)	\$250.00

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

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

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

Water Plan Review Fees

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

Sewer Plan Review Fees

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

Water Inspection Fees

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

Sewer Inspection Fees

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

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

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

ORDINANCE NO. 023-21

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO THE WATER CAPITAL FACILITY CHARGE (CFC); AMENDING PORT ORCHARD MUNICIPAL CODE (POMC) SECTION 13.04.025, FEE SCHEDULE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orchard charges a Water Capital Facility Charge (CFC), levied upon new connections, changes in use, and building modifications which increase the total number of ERUs connected to the City's water utility; and

WHEREAS, the City has prepared a Water System Plan Update, which includes an updated Water System Capital Improvement Plan (CIP), which form the basis for calculation of the City's Water CFC; and

WHEREAS, while the City's larger Water System Plan Update is awaiting approval by the Washington State Department of Health (DOH) prior to final adoption, the City Council adopted the 2021 Water System CIP on May 11, 2021 due to the City's urgent need to update the City's Water CFC can more accurately reflect current needs and costs; and

WHEREAS, prior to adoption of the Water System CIP, the City Council began discussion of a Water System CIP and Water CFC Update at the October 20, 2020 Utility Committee Meeting; and

WHEREAS, the City Council deliberated on a Water System CIP and CFC Update following a presentation by Katy Isaksen & Associates, Inc. at the April 20, 2021 Work Study Session and a follow-up presentation at the April 27, 2021 Regular City Council Meeting by city staff, and again on May 11, 2021 at a Regular City Council Meeting, and the May 18, 2021 Work Study Session, and finally at the May 25, 2021 Regular City Council Meeting; and

WHEREAS, the Port Orchard City Council desires to amend the codified Water CFC, set out at Port Orchard Municipal Code Chapter 13.04 to provide for a Water Capital Facility Charge (CFC) Update to respond to the updated Water System CIP; and

WHEREAS, two (2) duly noticed Public Hearings were held on the Water CFC Update on May 11, 2021 and May 25, 2021 before the City Council; and

WHEREAS, the City Council finds that the amendments herein to POMC 13.04.025 are consistent with goals and policies of the City's Comprehensive Plan and related regulations, and serve the public health, safety, and general welfare of the citizens of Port Orchard; now, therefore,

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

SECTION 1. Port Orchard Municipal Code 13.04.025 is hereby amended to read as attached at Exhibit A hereto.

SECTION 2. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this ordinance.

SECTION 3. This ordinance shall be posted and published as required by law, and shall be effective and in full force beginning on June 14, 2021, provided, however, that any project for which a building permit application was accepted by the City on or before March 1, 2021 shall only be required to pay the applicable water capital facility charges that existed immediately prior to the adoption of this ordinance (unless the building permit expires or the application is cancelled), provided further this exemption shall only be available if those charges are paid in full by the applicant no later than close of business on August 31, 2021. Upon the effective date of this ordinance: (1) any applicant with a pending application for a building permit that was not accepted by March 1, 2021 shall be charged the charges established in this ordinance; and (2) any applicant with an application for building permit that was accepted by March 1, 2021 but the charges are not paid before close of business on August 31, 2021 shall pay the charges established in this ordinance. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 25th day of May 2021.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

Charlotte A. Archer, City Attorney

Cindy Lucarelli, Councilmember

PUBLISHED: May 28, 2021
EFFECTIVE DATE: July 1, 2021

Exhibit A**13.04.025 Fee schedule.**

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

Water Sewer Connection Fees

Water Capital Facility Charge	POMC 13.04.030(1)(a)
Residential – Per ERU	\$11,571

Water Capital Facility Charge Nonresidential – Based on Meter Size	POMC 13.04.030(1)(b)
3/4"	\$11,571
1"	\$19,324
1-1/2"	\$38,531
2"	\$61,673
3"	\$115,710
4"	\$192,889
Irrigation	No connection fee

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

Connection Fees/Labor Installation Fees	POMC 13.04.033(1)
3/4"	\$1,113.73
1"	\$1,336.49

Water Sewer Connection Fees	
1-1/2"	\$1,670.61
2"	\$2,227.48
Larger	Estimated case by case

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

Sewer Capital Facility Charge, consisting of both:	POMC 13.04.040(2)
Sewer Wastewater Treatment Facility Fee	POMC 13.04.040(2)
Per ERU	\$3,597.37
McCormick Land Co. Div. 1-10 Per ERU	\$881.25
General Facility Fee	POMC 13.04.040(2)
Per ERU	\$8,525

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

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

Billing and Miscellaneous Charges
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Billing Charges	POMC 13.04.050
Water/Sewer Delinquency Notice at Location	\$10.00

Water Shutoff Fee	\$40.00
Meter Turn-Off Violations (as Determined by City)	\$250.00

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

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

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

Water Plan Review Fees

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

Sewer Plan Review Fees

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

Water Inspection Fees

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

Sewer Inspection Fees

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

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

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



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Public Hearing 6B
Subject: Final Downtown Subarea Plan and
Proposed Amendments to the
Comprehensive Plan and Development
Regulations

Meeting Date: May 25, 2021
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: In 2019, the City and its consultant team, led by GGLO LLC, began work on a subarea plan and planned action EIS that includes the existing Downtown and Kitsap County Government Campus countywide centers. The subarea plan development process has addressed several issues, including: development of more housing in this area of the city, in accordance with a \$50k grant from the Department of Commerce; providing for the proposed South Kitsap Community Events Center on the downtown waterfront; accommodating current and future redevelopment projects in the Downtown and County Campus areas; and incorporating the recommendations of the City's Parks Plan update.

The initial draft Subarea Plan was released for public review and comment in October 2020. The Planning Commission held an EIS scoping meeting in September 2020 and a public meeting on the EIS in February 2021, and the City issued a Final Environmental Impact Statement (FEIS) in April 2021. A final draft Subarea Plan was released to the public in April 2021. On May 4, 2021, the Planning Commission held a public hearing on the final draft Subarea Plan and proposed amendments to the Comprehensive Plan and development regulations and voted to recommend approval of the Plan to City Council. The Land Use committee reviewed the Plan and proposed amendments on May 5, 2021 and recommended that the Plan be forwarded to the full Council for review at the May 18 work-study meeting.

At the work-study meeting, the Council reviewed the Plan and made two changes: (1) revisions in the DMU zone standards related to the location of parking when a building has streets on all sides, such as when an entire city block redevelops, as reflected in Section 5 of the Ordinance; and (2) retention of Residential 2(R2) zoning for the area south of Kitsap Street, north of Dwight Street, on either side of Sidney Avenue, instead of changing this area to Neighborhood Mixed Use (NMU). This change is shown on the map on page 75 of the Plan, and on the revised City Zoning Map (Exhibit 2).

The City Council decided to hold a second public hearing on May 25, to allow an additional opportunity for public and agency testimony on the Plan and the associated changes to the City's Comprehensive Plan and development regulations. After the hearing, the Council will review the Ordinance, Plan and other items proposed for adoption.

Relationship to Comprehensive Plan: The Downtown Subarea Plan will be adopted as Appendix D of the City's Comprehensive Plan.

Recommendation: Hold a public hearing and consider testimony.

Fiscal Impact: N/A

Attachments: Ordinance w/Exhibits:

Exhibit 1: Final Downtown Subarea Plan, May 2021

Exhibit 2: Revised City Zoning Map

Exhibit 3: Amended Land Use Element

Exhibit 4: Amended POMC 20.39.040 Land Use Table

Exhibit 5: Amended POMC 20.127.130 Community Framework Maps

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, PURSUANT TO RCW 36.70A.600(1)(f) AND (4), ADOPTING THE DOWNTOWN SUBAREA PLAN; ADOPTING AMENDMENTS TO THE CITY COMPREHENSIVE PLAN PURSUANT TO RCW 36.70A.130(2)(a)(i); ADOPTING AN AMENDMENT TO THE CITY ZONING MAP; ADOPTING NEW REGULATIONS AND AMENDMENTS TO CHAPTERS 20.35, 20.38, 20.39, 20.124, 20.127 AND 20.202 OF THE PORT ORCHARD MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orchard is a non-charter optional municipal code City as provided in Title 35A RCW, incorporated under the laws of the State of Washington, and planning pursuant to the Growth Management Act (GMA), Chapter 36.70A RCW; and

WHEREAS, with the passage of the GMA in 1990, codified at Chapter 36.70A RCW, local governments are required to adopt and maintain a comprehensive plan; and

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

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

WHEREAS, in 2019, the State Legislature passed E2SHB 1923 creating RCW 36.70A.600 and providing for grant funding to jurisdictions taking specific actions to increase residential building capacity; and

WHEREAS, one of the actions recommended in RCW 36.70A.600 (1) is to adopt a subarea plan pursuant to RCW 43.21C.420; and

WHEREAS, the City received a grant from the Washington State Department of Commerce under E2SHB 1923 to prepare a subarea plan and accompanying development regulations (Contract C081-19); and

WHEREAS, the City's Downtown and County Campus areas are designated Countywide Centers in the City's Comprehensive Plan, and Section 2.7.6 of the Comprehensive Plan directs the City to develop a subarea plan for each identified center in the Comprehensive Plan; and

WHEREAS, the City has combined the Downtown and County Campus centers ("Downtown Subarea"), and has prepared a single Downtown Subarea Plan ("Subarea Plan") to satisfy the subarea planning requirement of Section 2.7.6 of the Comprehensive Plan; and

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

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

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

WHEREAS, the City prepared amendments to the Land Use Element of the Comprehensive Plan, and new regulations and amendments to Chapters 20.35, 20.38, 20.39, 20.124, 20.127 and 20.202 of the Port Orchard Municipal Code (POMC), to provide appropriate policies and development regulations for the Downtown Subarea, to provide consistency between the Comprehensive Plan, the POMC and the Subarea Plan, and to implement the Subarea Plan, per the requirements of RCW 36.70A.040(3); and

WHEREAS, on August 14, 2020, the City issued a SEPA Determination of Significance (DS) for the Subarea Plan based on the likelihood that the proposal may have significant adverse environmental impacts, and identified three alternative subarea proposals for analysis in an Environmental Impact Statement (EIS), including a no-action alternative; and

WHEREAS, on September 1, 2020, the Planning Commission held a duly-noticed scoping meeting and request for comments regarding the scope of the EIS; and

WHEREAS, on January 11, 2021, the City submitted the draft Subarea Plan and associated comprehensive plan amendments to the Department of Commerce along with a 60-day request for review; and

WHEREAS, on February 2, 2021, the Planning Commission held a duly-noticed public meeting on the Draft Environment Impact Statement (DEIS) for the Subarea Plan, and received public comments; and

WHEREAS, on April 27, 2021, the City issued by providing notice consistent with WAC 197-11/460 of the Final Environmental Impact Statement (FEIS) for the Subarea Plan, which addressed issues of current land uses, development capacity, future development mix and location of densities and uses, transportation, utilities, public facilities and amenities, cultural resources, and natural resources, and there have been no appeals; and

WHEREAS, on May 4, 2021, the Planning Commission held a duly-noticed public hearing on the Subarea Plan and the amendments to the Land Use Element, the Zoning Map, and to Chapters 20.35, 20.38, 20.39, 20.124, 20.127 and 20.202 POMC, and after receiving public testimony the Planning Commission recommended their approval; and

WHEREAS, on May 5, 2021, the City submitted the final Subarea Plan, and the amendments to the Land Use Element, the Zoning Map, and to Chapters 20.35, 20.38, 20.39, 20.124, 20.127 and 20.202 POMC, to the Department of Commerce with a request for expedited review; and

WHEREAS, on May 5, 2021, the City Council's Land Use Committee reviewed the Subarea Plan and the amendments to the Land Use Element, the Zoning Map, and to Chapters 20.35, 20.38, 20.39, 20.124, 20.127 and 20.202 POMC, and recommended that they be forwarded to the full City Council for review and approval; and

WHEREAS, the City Council, after careful consideration of the recommendation from the Planning Commission, all public comment, and the Ordinance, finds that this Ordinance is consistent with the City's Comprehensive Plan and development regulations, the Growth Management Act, and Chapter 36.70A RCW, and that the amendments herein to the City's Comprehensive Plan, Zoning Map, and Chapters 20.35, 20.38, 20.39, 20.124, 20.127 and 20.202 POMC are in the best interests of the residents of the City; now, therefore,

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

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

SECTION 2. Adoption of the Downtown Subarea Plan. The Downtown Subarea Plan, attached hereto as Exhibit 1, is hereby adopted into the City of Port Orchard Comprehensive Plan as Appendix D.

SECTION 3. Adoption of Amended City of Port Orchard Zoning Map. The City of Port Orchard Zoning Map is hereby amended as set out in Exhibit 2 hereto.

SECTION 4. Adoption of Amended Land Use Element of the Comprehensive Plan. The Land Use Element of the City's Comprehensive Plan is hereby amended as set out in Exhibit 3 hereto.

SECTION 5. Adoption of Amendments to Section 20.35.040 POMC. Section 20.35.040 POMC is hereby amended to read as follows:

20.35.040 Downtown mixed use (DMU).

(1) Intent. The downtown mixed use district is intended to provide for mixed use, pedestrian-oriented development in downtown. In order to promote walkability and to encourage street-level retail activity, auto-oriented uses and ground-floor residential uses are restricted. Building type options include live-work, single-story shopfront and mixed-use shopfront. Downtown mixed use should be applied in areas where the existing or proposed land use pattern promotes the highest levels of pedestrian and mixed-use activity in the community and may be applied in areas designated commercial in the comprehensive plan.

(2) Building Types Allowed. The allowed building types are as follows:

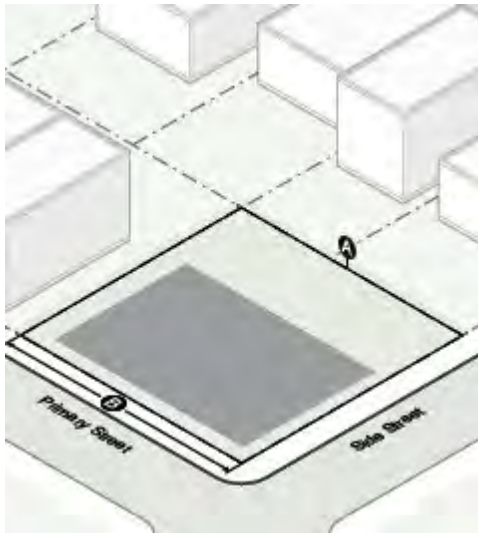
- (a) Live-work unit.
- (b) Single-story shopfront.
- (c) Mixed use shopfront.
- (d) Accessory buildings (POMC 20.32.010(16)).



DMU Building Types

(3) Lot Dimensions.

- (a) There are no minimum or maximum lot sizes in the DMU district.
- (b) There is no minimum lot width in the DMU district.



DMU Lot Dimensions

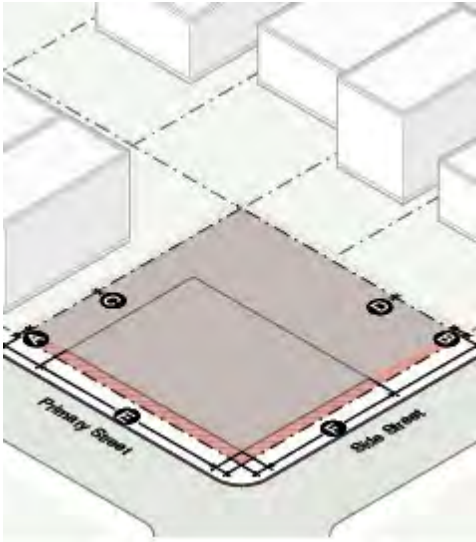
(4) Maximum hard surface coverage is 100 percent.

(5) Building Setbacks.

- (a) Primary street: not applicable.
- (b) Side street: not applicable.
- (c) Side interior: not applicable.
- (d) Rear: not applicable.

(6) Build-to Zone.

- (a) Building facade in primary street: 80 percent minimum (percent of lot width).
- (b) Building facade in side street: 40 percent minimum (percent of lot width).
- (c) Build-to Zone percentages may be decreased (1) if a public pedestrian-oriented space is provided, if the reduction is no more than the minimum needed to accommodate the pedestrian oriented space, or (2) for public civic buildings such as a community center or library.



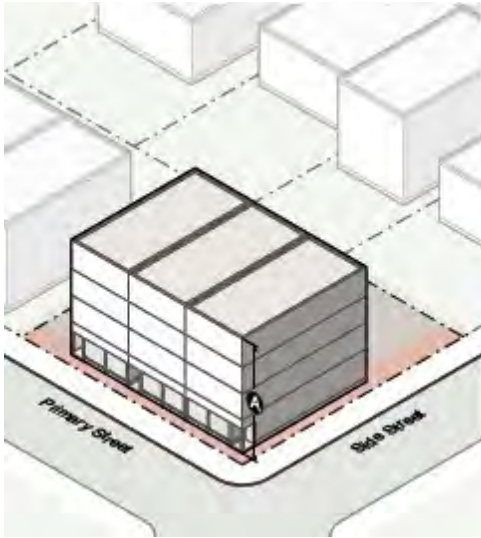
DMU Building Placement

(7) Parking Location. Parking shall be allowed as follows except where another standard is specified in Chapter 20.127 POMC:

- (a) Front yard: not allowed.
- (b) Corner yard: not allowed.
- (c) Side yard: allowed.
- (d) Rear yard: allowed.
- (e) For proposed buildings with frontage on all four (4) sides, the director shall determine where parking shall be allowed, based upon (1) consistency with an adopted subarea plan; (2) consistency with the City's critical areas and shoreline master program regulations; and/or (3) traffic and circulation impacts of the proposed parking location(s), including vehicular and pedestrian safety.

(8) Building Height.

- (a) Maximum height: three stories/38 feet unless an alternative maximum building height is specified pursuant to the downtown height overlay district (POMC 20.38.600 through 20.38.670).



DMU Building Height

SECTION 6. Adoption of Amendments to Section 20.38.610 POMC. Section 20.38.610 POMC is hereby amended to read as follows:

20.38.610 DHOD Intent.

The intent of the downtown height overlay district (DHOD) is to implement the Downtown Subarea Plan, protect scenic views on north facing slopes in the vicinity of Sinclair Inlet and downtown, protect property values, provide access to light, ensure that the scale of development in downtown Port Orchard does not negatively impact the historic character of the community, and otherwise protect the general health, safety, and welfare of the community. The intent of the DHOD is to be achieved by establishing height limits for buildings and by establishing a method of measuring buildings that is different than the methods used elsewhere in this title to recognize the generally sloping characteristics of the overlay district.

SECTION 7. Adoption of Amendments to Section 20.38.640 POMC. Section 20.38.640 POMC is hereby amended to read as follows:

20.38.640 DHOD Height Limits

- (1) DHOD Height Zones Established. Within the DHOD as shown on the zoning map, there are three different DHOD height zones with height limits established as follows:
- (a) DHOD 3: 48 feet – three stories.

(b) DHOD 4: 58 feet – four stories.

(c) DHOD 5: 68 feet – five stories.

(2) DHOD Height Bonus. A 10-foot (one story) height bonus not to exceed 20,000 feet in area may be granted to exceed the applicable maximum height provided in subsection (1)(a) of this section if the applicant agrees to construct and operate (or lease to an operator) a grocery store in the same building for which the bonus is sought, with the grocery store space measuring at least 10,000 square feet in area. In addition to the 20,000-square-foot bonus limit, the area of this additional 10 feet of building height shall not exceed 95 percent of the area of the floor immediately below this bonus height (floor). Any height bonus shall require a development agreement between the developer and the city that provides assurances to the city guaranteeing that the ground floor commercial space will be developed and operated as a grocery store upon project completion.

(3) DHOD Height Zone Map. The height zones described in this section shall be applied as reflected on the DHOD Height Zone Map as shown in Figure 1.

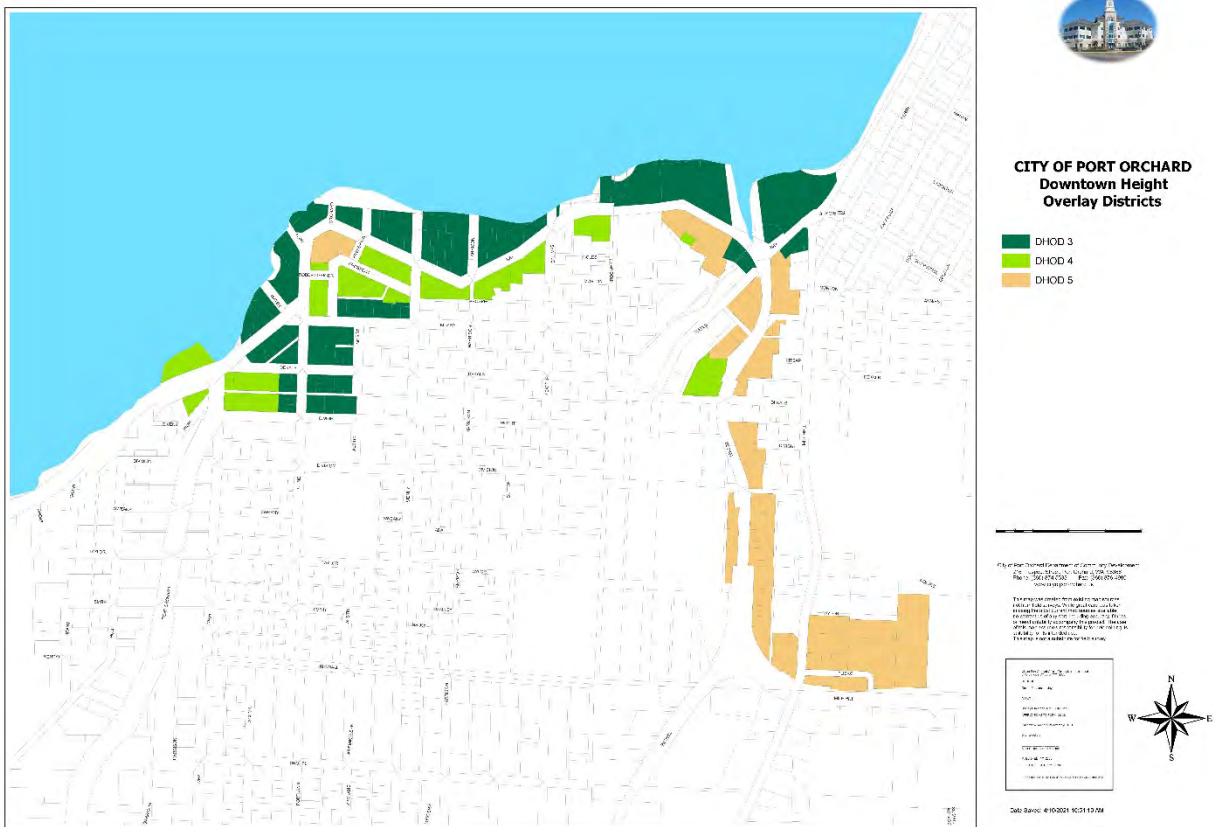


Figure 1: DHOD Height Zone Map

SECTION 8. Adoption of Amendments to Section 20.38.650 POMC. Section 20.38.650 POMC is hereby amended to read as follows:

20.38.650 DHOD Height Measurement

Building heights shall be measured one of two ways based on whether the parcel to be developed abuts Bay Street or whether it does not abut Bay Street.

(1) Building heights for lots abutting Bay Street shall be measured from the average grade of the property line that abuts Bay Street rather than from the grade plane as defined in Chapter 20.12 POMC (see “building height” and “grade plane”). If this property line is below the City’s minimum flood elevation or forecasts for sea level rise, the property line may be elevated to the required minimum ground floor flood elevation for the purpose of measuring height.

(2) Building heights for lots not abutting Bay Street shall be measured in accordance with the definition of building height as found in Chapter 20.12 POMC.

SECTION 9. Adoption of Amendments to Section 20.38.810 POMC. Section 20.38.810 POMC is hereby amended to read as follows:

20.38.810 VPOD Intent.

The intent of the view protection overlay district (VPOD) is to implement the Downtown Subarea Plan, protect scenic views on north facing slopes in the vicinity of Sinclair Inlet, protect property values, provide access to light, and otherwise protect the general health, safety, and welfare of the community. The intent of the VPOD is to be achieved by establishing height limits for buildings and by establishing a method of measuring buildings that is different than the methods used elsewhere in this title to recognize the generally sloping characteristics of the overlay district.

SECTION 10. Adoption of Amendments to Section 20.39.040. Section 20.39.040 POMC is hereby amended as set out on Exhibit 4 hereto.

SECTION 11. Adoption of Amendments to Section 20.124.130. Section 20.124.130 POMC is hereby amended to read as follows:

20.124.130 Downtown Mixed Use Parking Standards.

Except as otherwise provided in this section, development within the downtown mixed-use zone (DMU) shall provide parking in accordance with the off-street parking requirements set forth in this chapter.

(1) Parking shall not be required for ground floor uses in the DMU zone in the Downtown Subarea (see the Downtown Port Orchard Subarea Plan).

(2) For multifamily residential uses in the DMU zone, the off-street parking standard shall be a minimum of one parking space for each dwelling unit, regardless of the number of bedrooms.

(3) No new street level parking lot or parking garage that fronts directly on Bay Street shall be allowed between Port Street and Seattle Avenue.

(4) Exemptions. The following uses and buildings within the DMU zone shall be exempt from the parking standards set forth in this chapter:

(a) Existing buildings and uses along both sides of Bay Street from Orchard Avenue to Seattle Avenue shall be exempt from the parking requirements set forth in this chapter.

SECTION 12. New Section 20.124.135 Adopted. A new Section 20.124.135 POMC is hereby adopted as follows:

20.124.135 Downtown Subarea Residential Parking Standards.

For residential uses in the Downtown Subarea, excluding the DMU zone parking standards in POMC 20.124.130, the off-street parking standard shall be a minimum of one parking space for each dwelling unit, regardless of the number of bedrooms. An additional .25 parking spaces shall be required for each unit located on a site that is not served by adjacent on-street parking.

SECTION 13. Adoption of Amendments to Section 20.127.130. Section 20.127.130 POMC is hereby amended as set out in Exhibit 5 hereto.

SECTION 14. New Chapter 20.202 Adopted. A new Chapter 20.202 POMC is hereby adopted as follows:

POMC 20.202 Off-site Improvement Requirements.

20.202.001 Purpose. The purpose of this chapter is to specify requirements for off-site improvements serving various development activities under the Building Codes and to establish limits and parameters for requiring off-site improvements when imposed outside of SEPA, CUP, or other development review processes. This chapter seeks to protect the public health, safety and general welfare of the public, to ensure safe walking conditions, pedestrian connectivity, and ADA accessibility.

20.202.002 Scope.

(1) This chapter applies to the following activities under the IBC and IRC:

- a. New Construction or Moved Buildings.
- b. Additions to existing buildings.
- b. Changes of occupancy classification.
- d. Remodels and Alterations.

(2) Proposed improvements within a public right of way shall require the submittal of plans completed by a professional civil engineer and/or surveyors licensed in the state of Washington consistent with the state licensure requirements and engineering best practice. In addition, all work shall be compliant with the City of Port Orchard Public Works and Engineering Standards and Specifications.

20.202.003 Definitions.

“Off-site Improvement” is defined as an improvement to public right of way adjacent to, along the frontage of, or in proximity to proposed development and may include cement concrete curb and gutter, driveway, sidewalks, curb ramps, paving, pedestrian or bicycle pathway(s) (in lieu of sidewalks in accordance with transportation plan), safety measures, other right-of-way elements (such as streetlighting, landscape strip, etc.), and drainage improvements.

20.202.004 Off-site Improvements.

(1) Off-site improvements shall be required for all New Construction, Additions, Change of Occupancies as defined in Chapter 3 of the International Existing Building Code, Moved Buildings, and Remodels/Alterations to existing buildings.

The maximum level of off-site improvement that may be imposed by project type is shown in Table 20.202, however this limit shall not apply to projects that have limits or conditions imposed by SEPA, CUP, or other conditioning documents. The City shall determine the order of preference when determining off-site improvement requirements, considering the general health, safety, and welfare and environmental protection as primary objectives. Secondary objectives may include considerations for transportation corridors and proximity to schools and parks.

Projects involving more than one project type (New Construction, Additions, Change of Occupancy, and/or Remodel/Alteration) shall apply the most restrictive criteria in Table 20.202. The Director or designee is authorized to interpret, establish, modify, or eliminate the off-site improvement requirements shown in Table 20.202 for individual cases where there are practical difficulties (such as critical areas or steep topography) involved in the implementation of the requirements of this chapter. The Director or designee, shall determine the order of preference when determining off-site improvement requirements, considering health, safety, and welfare, along with environmental protections as the primary objectives.

Table 20.202 Offsite Improvement Determinations.

Project Type	Threshold		Off-site Improvement Requirement (ii) (v)
	New Construction		
Commercial (includes multi-	All new and moved buildings		No Limit Defined. Improvements to

family 3 or more units) (iii)			be determined by the Director.
Single family and two-family dwellings.	All new and moved buildings		No Limit Defined. Improvements to be determined by the director. Fee-in-Lieu available pursuant to POMC 20.202.005.
Single family and two-family accessory structures and garages.	All new and moved buildings.		None required.
Additions			
Commercial Large (iii)	50% or greater increase in floor area.		No Limit Defined. Improvements to be determined by the Director.
Commercial Small (iii)	Less than 50% increase in floor area.		Offsite improvement requirements up to 20% of additional valuation based on the adopted ICC Building Valuation Table.
Single-family and two-family dwelling	Additions		None required.
Change of Occupancy			
Large (iii)	Change of occupancy classification to 50% or more of the building.		Off-site Improvements limited to the greater of the following: -20% of the

			remodel valuation (iv) -20% of the change in the building valuation based on the most current ICC Building Valuation Table. Fee-in-lieu available pursuant to POMC 20.202.005.
Small (iii)	Change of occupancy classification to less than 50% but greater than 10% of the building.		Off-site Improvements limited to the greater of the following: -10% of the remodel valuation (iv) -10% of the change in the building valuation based on the most current ICC Building Valuation Table. Fee-in-lieu available pursuant to POMC 20.202.005.
Exempt	Change of Occupancy classification to 10% or less of the building.		No off-site improvements required.

	Remodel/Alternations		
Large (iii)	Remodel valuation 50% or greater than ICC building valuation.		Off-site Improvements up to 20% of the remodel valuation. (iv) Fee-in-lieu available pursuant to POMC 20.202.005.
Small (iii)	Remodel valuation less than 50% but greater than 10% of ICC building valuation.		Off-site Improvements up to 10% of the remodel valuation. (iv) Fee-in-lieu available pursuant to POMC 20.202.005.
Exempt	Remodel valuation 10% or less than ICC building valuation. Or, Water or Fire Damage repairs that are valued at less than 50% of the ICC building valuation.		No off-site improvements required.

- i. The director or designee may alter, lower, and impose additional requirements as needed to protect health, safety, and general welfare of the public.
- ii. Costs for utility construction or relocation may be included in the owner/developer's

percentage of off-site improvements requirements.

iii. For campus sites, the director shall determine the required frontage improvements.

iv. The remodel valuation limit shall be defined as the estimated construction cost of the project submitted by the contractor or owner at the time of building permit submittal as a percentage of the most recent version of the International Code Council Building Valuation Data. The estimate shall detail all major cost elements of the project. The remodel valuation limit shall not apply to projects that have requirements imposed by SEPA, CUP, or other conditioning document.

v. The project cost limits above shall not apply to projects which are eligible for a transportation impact fee credit under POMC 20.182.

(2) The following development standards and related off-site improvements shall apply to all applicable project types listed in Table 20.202.

a. Alleys. When a lot adjoins an alley or street intersection, improvements shall also be installed at the alley or street intersection. Alleys shall be installed to City of Port Orchard Standards when any access to the site is provided from the alley.

b. Off-site improvements are dependent on the project type and threshold listed in Table 20.202 and shall require the development of cement concrete curb and gutter, driveways, sidewalks, and curb ramps, paving, safety measures, other right-of-way elements (streetlighting, landscape strip, etc.), and drainage of all dedicated streets along the lot frontages, except, in cases where the topography or other conditions make it impractical.

c. Access to property. Driveway approaches shall be in accordance with the PWESS. Public roads fronting the property shall be comprised of an all-weather surface or will need to be paved to provide an all-weather surface.

d. Where a site has existing improvements such as sidewalks, curbs, gutters, and paving, these improvements shall be replaced if they are non-ADA compliant, broken, damaged, or hazardous. Pavement shall also be required to be replaced when it does not meet the current standard pavement section for residential or arterial streets contained in the PWESS.

20.202.005 Fee in Lieu of. Upon approval of the director, a fee may be paid in lieu of construction of the required off-site improvements. In addition, the director or designee shall determine the eligibility of off-site improvements and fee in lieu amount. The fees shall be paid at the time of permit issuance and deposited in the fee in lieu of off-site improvements.

SECTION 15. 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 16. 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 17. 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 25th day of May 2021.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

Charlotte A. Archer, City Attorney

Scott Diener, Councilmember

PUBLISHED:

EFFECTIVE DATE:

- EXHIBITS:
1. Downtown Subarea Plan
 2. Amended City Zoning Map
 3. Amended Land Use Element of the Comprehensive Plan
 4. Amended POMC 20.39.040 (Use Table)
 5. Amended POMC 20.127.130 (Community Design Framework Maps)



DOWNTOWN PORT ORCHARD SUBAREA PLAN

City of Port Orchard, WA
Final: May 18, 2021







PROJECT INFORMATION

Port Orchard is a small but growing city in the Puget Sound region of Washington State. It enjoys an outstanding natural setting in close proximity to major urban employment centers. This setting and its role as Kitsap County Seat, Port Orchard has the opportunity to be an important regional center for growth. Keeping these opportunities in mind the Department of Community Planning at City of Port Orchard, along with its consultants are conducting a subarea plan and planned action EIS for the Port Orchard Downtown and County Government Campus.

These areas have land uses and conditions that are unique to the City and would benefit from the subarea process as they will need to accommodate a proportionate share of the City's growth allocation in accordance with Vision 2050. The subarea and planned action EIS planning process will address issues such as current land uses, development capacity, future development mix and location of densities and uses, transportation, utilities, public facilities, amenities, and natural resources. The result of the planning process will be a subarea plan which will be incorporated in the City Comprehensive Plan.

The subarea plan requires early and continuous public participation consistent with RCW 43.21C.420. The planned action EIS shall meet the requirements of RCW 43.21C.440(1)(b)(ii). The subarea plan and planned action EIS, which will be partly funded by an E2SHB 1923 grant administered by the Washington State Department of Commerce, must also comply with the requirements of the Engrossed Second Substitute House Bill (E2SHB) 1923 (Chapter 248, Laws of 2019). Additionally, the subarea plan shall address the PSRC Countywide Center criteria.

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1.1 Introduction

1.1. PLAN BACKGROUND AND CONTEXT

The 2014 City of Port Orchard periodic Comprehensive Plan update incorporated a new "centers" strategy to guide future planning and designated the first ten "local centers" (See section 2.7 of the Port Orchard Comprehensive Plan). The Centers strategy evolved from the State Growth Management Act of the early 1990's as a means to combat urban sprawl development patterns that defined the post-war era. This strategy strives to accommodate growth in designated areas while preserving the existing character of the community, thereby retaining more open space and the dominant pattern of existing development. The centers approach to planning is provided in Vision 2050, the regional plan completed by the Puget Sound Regional Council, and in the County-wide Planning Policies adopted by all jurisdictions in Kitsap County. The latest Comprehensive Plan designated eight "countywide centers" and four designated "local centers". In addition, the City identified the Downtown and the County Campus as a potential candidate for a Regional Center designation under Puget Sound Regional Council Vision 2050. This plan addresses how the City will meet Center goals through appropriate land use designations, annexation, development of capital facilities and utilities, and related measures.

In late 2019 the City received a Department of Commerce E2SHB 1923 Grant intended to develop plans and actions that will increase residential building capacity. The grant provided partial funding for the City of Port Orchard to contract with consultants to complete the Downtown and County Campus Centers Subarea Plan and planned action EIS. The Center boundaries identified in the Comprehensive Plan do not meet the latest PSRC requirements for Regional Centers. After consultation with PSRC it was decided to expand the study area boundary to identify recommendations of expansion of the current Centers.

The City and their consultants explored design alternatives for the subarea to be analyzed under the Environmental Impact Statement (See Section 3). Due to most of subarea being previously developed land, the alternatives include a single redevelopment plan for the East Downtown, West Downtown, and Government Campus while considering different programmatic approach to identified developable lands. The alternatives considered are as follows:

- Alternative 1 – No Action
- Alternative 2 – Residential Focus
- Alternative 3 – Mixed-Use Focus

COMMUNITY AND STAKEHOLDER ENGAGEMENT

This original Public Participation Plan (See Appendix A) was developed just prior to state and local mandated closures to prevent the spread of corona-virus. This resulted in project delays and the cancellation of the City's plans to conduct in person workshops with neighborhood residents and property owners. The City has instead relied on internet surveys and public hearings before the Planning Commission that were held remotely.

INITIAL GOALS

'Establish a vision for a vibrant urban center that is economically feasible and context sensitive'

The city is defined by its physical and social environments and the ways in which they are connected. This subarea plan seeks to lay out a vision for Port Orchard that is founded on connectivity and the idea that stronger connections will ultimately lead to a stronger community.

The following initial goals were derived from City of Port Orchard Department of Community Development initial project definition goals summary:

- Develop a Subarea Plan that establishes a vision for Port Orchard as vibrant urban center that supports denser residential living in a walkable neighborhood.
- Increase Housing supply consistent with the goals of E2SHB grant.
- Focused growth in designated centers to support residential living in walkable neighborhoods.
- The plan should meet the PSRC criteria for designation as a countywide center.
- Prepare a Planned Action EIS to identify potential SEPA regulatory compliance barriers and encourage economic development.
- Plan for the City of Port Orchard to accommodate growth as a proposed high capacity transit community under Vision 2050.

1.2 Study Area

City of Port Orchard Centers

- County Campus
- Downtown

Study Area

- 329 total acres

Principle Arterials

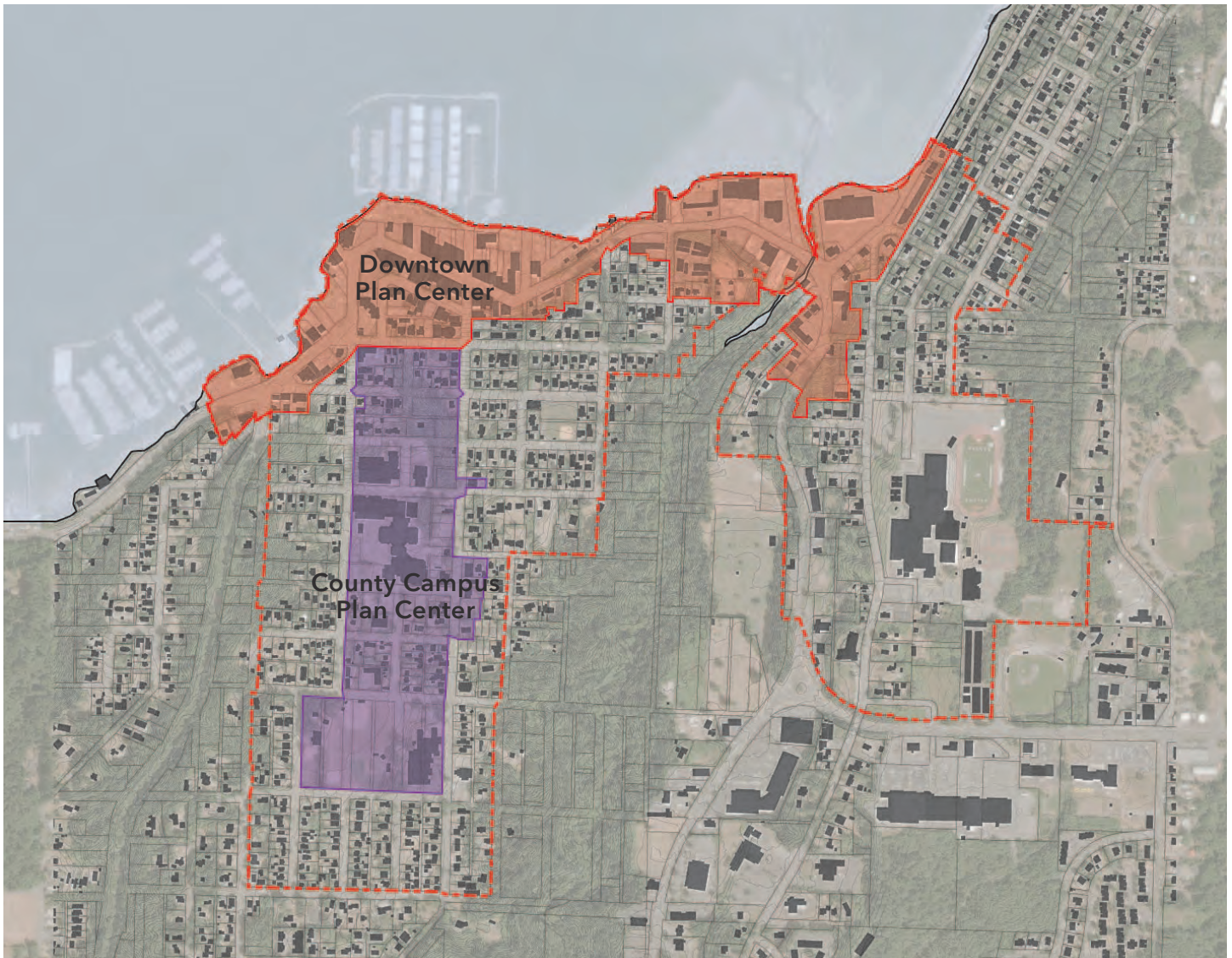
- Bay Street & Bethel Ave
- Port Orchard and Mitchell Streets
- Sidney Ave and Cline Ave

Existing Land Use

- Neighborhoods - Residential
- Private Property / Commercial Uses
- Government - City / Kitsap County
- South Kitsap High School
- Marina Waterfront

Targeted Redevelopment Areas

- West Downtown Waterfront
- East Downtown Waterfront
- County Campus



STUDY AREA MAP AND PREVIOUS COMPREHENSIVE PLAN CENTERS

SCALE: 1" = 1000'



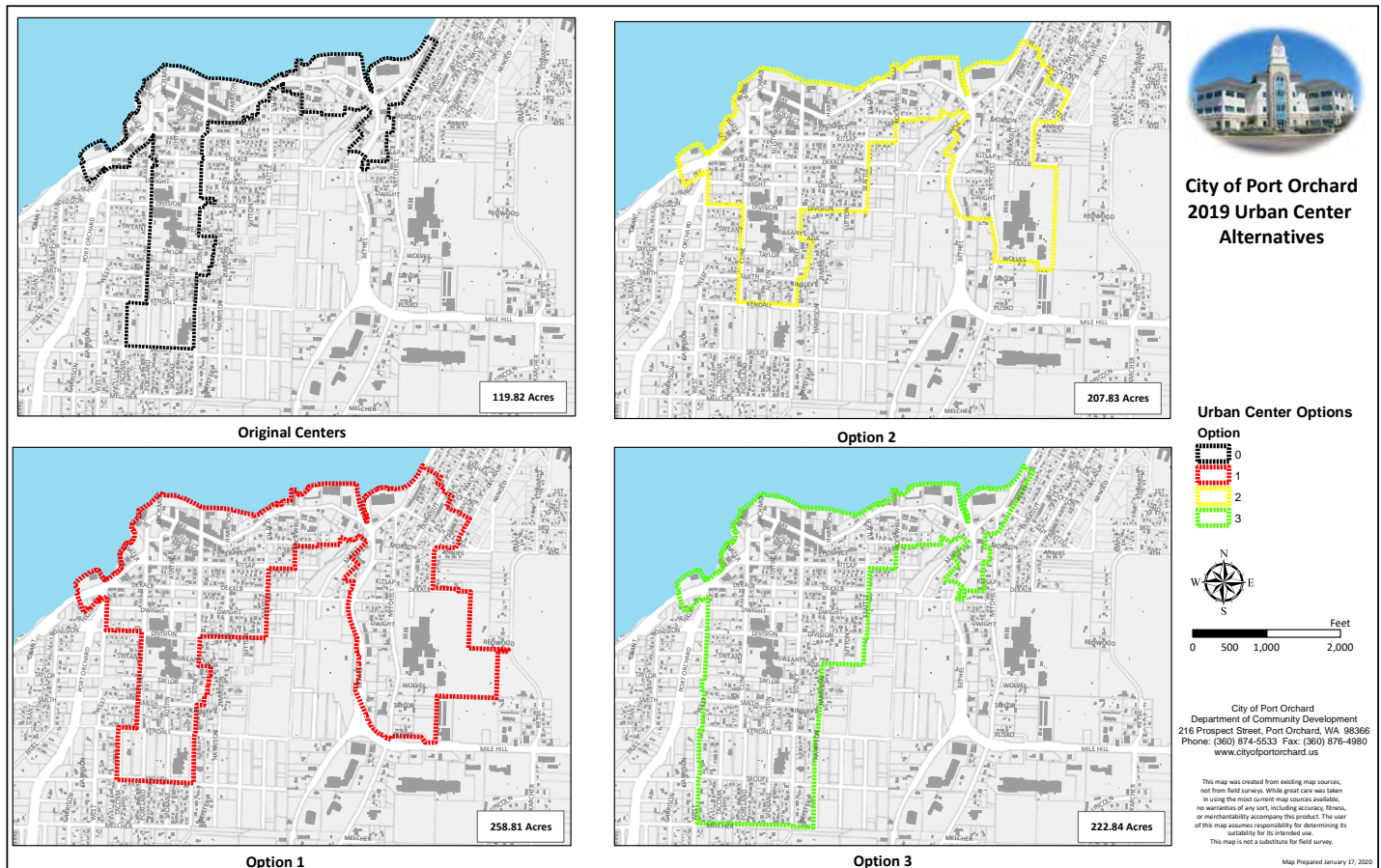
DEFINING THE SUBAREA BOUNDARY

The original Subarea Boundary consisted of the Downtown and the County Government Campus Centers as delineated in the Comprehensive Plan. After initial evaluation and consultation with the City and PSRC three additional study area boundaries were developed for consideration. The goals of the study area boundary evaluations included:

- Include sufficient context to allow the plan to include a holistic approach.
- Preference for boundaries to cross streets such that planning can encompass a corridor approach.
- Provide sufficient developable land inventory.
- Provide a strong basis for a future PSRC Regional Centers Application.

The selected subarea boundary is a combination of option 1 and option 3. The selected boundary

Guidance from PSRC suggested that it would be easier to reduce the boundary for a centers application than it would be to propose a large application boundary than what was previously studied. While the study area is extensive (329 acres), changes will not be proposed in all areas. Planned development is envisioned to primarily occur in or near the existing urban centers, along existing principle Arterials, and at currently underutilized parcels (see *Section 2 and enclosed Appendix B*).



STUDY AREA OPTIONS

SCALE: N.T.S.

1.3 PSRC Regional Centers Framework

SUBAREA BOUNDARY POPULATION AND EMPLOYMENT

The City has no designated Regional Growth centers at this time, but the Downtown and County Government Campus Centers are being considered as a candidate for a future combined regional growth center. The selected subarea boundary does not meet the PSRC existing activity unit requirements, but it will identify the location of potential future capacity.

URBAN GROWTH COUNTYWIDE CRITERIA

- **Existing density** - 18 activity units per acre minimum
- **Planned target density** - 45 activity units per acre minimum
- **Mix of uses** - Regional growth centers should have a goal for a minimum mix of at least 15% planned residential and employment activity in the center.
- **Size** - 200 acres minimum - 640 acres maximum
- **Transit** - Existing or planned fixed route bus, regional bus, Bus Rapid Transit, or other frequent and all-day bus service. May substitute high-capacity transit mode for fixed route bus. Service quality is defined as either frequent (< 15-minute headways) and all-day (operates at least 16 hours per day on weekdays) -or- high capacity
- **Market potential** - Evidence of future market potential to support planning target
- **Role** - Evidence of regional role
 - Clear regional role for center (serves as important destination for the county)
 - Jurisdiction is planning to accommodate significant residential and employment growth under Regional Growth Strategy

COUNTYWIDE CENTER CRITERIA

- Identified as a countywide center in the countywide planning policies
- Located within a city or unincorporated urban area
- Demonstration that the center is a local planning and investment priority:
 - Identified as a countywide center in a local comprehensive plan; subarea plan recommended
 - Clear evidence that area is a local priority for investment, such as planning efforts or infrastructure
- The center is a location for compact, mixed-use development; including:
 - A minimum existing activity unit density of 10 activity units per acre
 - Planning and zoning for a minimum mix of uses of 20 percent residential and 20 percent employment unless unique circumstances make these percentages not possible to achieve.
 - Capacity and planning for additional growth
- The center supports multi-modal transportation, including:
 - Transit service
 - Pedestrian infrastructure and amenities
 - Street pattern that supports walkability
 - Bicycle infrastructure and amenities
 - Compact, walkable size of one-quarter mile squared (160 acres), up to half-mile transit walkshed (500 acres)

Alternate Subarea Study Boundaries (PSRC Existing Conditions Analysis)	Total Population	Covered Employment	Total Acres*	Activity Units/Acres
Option 0 - Current Comp Plan	733	1,607	120	20
Option 1	1,275	2,113	259	13
Option 2	1,163	2,018	208	15
Option 3	1,424	1,697	223	14
Option 4 - Selected Subarea Study Boundary	1,806	2,150	329	12

Source: PSRC, 2020

TOTAL ACRES: PSRC references the total acreage of the Study Area, which includes the gross parcel and public right of way acreage. Analysis contained later in the report referencing gross and net buildable lands does not include existing public right of way.

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Existing Conditions

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2.1 History

2.1. HISTORY OF PORT ORCHARD

The City acknowledges that the Port Orchard and the broader Kitsap Peninsula is home to two Native American tribes, the Suquamish Tribe and the Port Gamble S'Klallam Tribe. The City of Port Orchard and Sinclair Inlet are within the Tribe's adjudicated Usual and Accustomed (U&A) fishing, hunting and gathering area. The Tribe has a strong historical and present connection in Sinclair Inlet that is significant and well documented. Ethnographic and archaeological evidence demonstrates that the Suquamish Tribe inhabited the area in and around Port Orchard and Sinclair Inlet and has utilized its natural resources (including fish and shellfish) for thousands of years. Sinclair Inlet has been and continues to be an important cultural, historical, economical, and a place of well-being of the Suquamish Tribe. Significant tribal salmon fisheries exist in the inlet.

Port Orchard, located in south Kitsap County, was platted as Sidney in 1886 by Frederick Stevens who wanted to name the future town after his father, Sidney Merrill Stevens. He chose a site on the southern shore of the Sinclair Inlet, part of Port Orchard Bay. Sidney quickly became known for its lumber industry, pottery works, small businesses, and agricultural opportunities.

In 1890 it became the first town to incorporate in Kitsap County. Sidney residents took an active role in bringing the Puget Sound Naval Station (later Puget Sound Naval Shipyard) to Kitsap County. The navy employed many residents of Port Orchard and greater Kitsap County from the turn of the century onwards, and became the most important employer in the county. In 1893, after building a courthouse and donating it to the county, Sidney was chosen as county seat. After 1903, Port Orchard continued to grow due to the expansion of the naval yard during the Great Depression,

World War II, the Korean War, and the 1960s, and due to Port Orchard's reputation as a quiet waterfront community located in a beautiful environment and close to Seattle.



1950's Street in Port Orchard, WA



1940's Kitsap County Courthouse

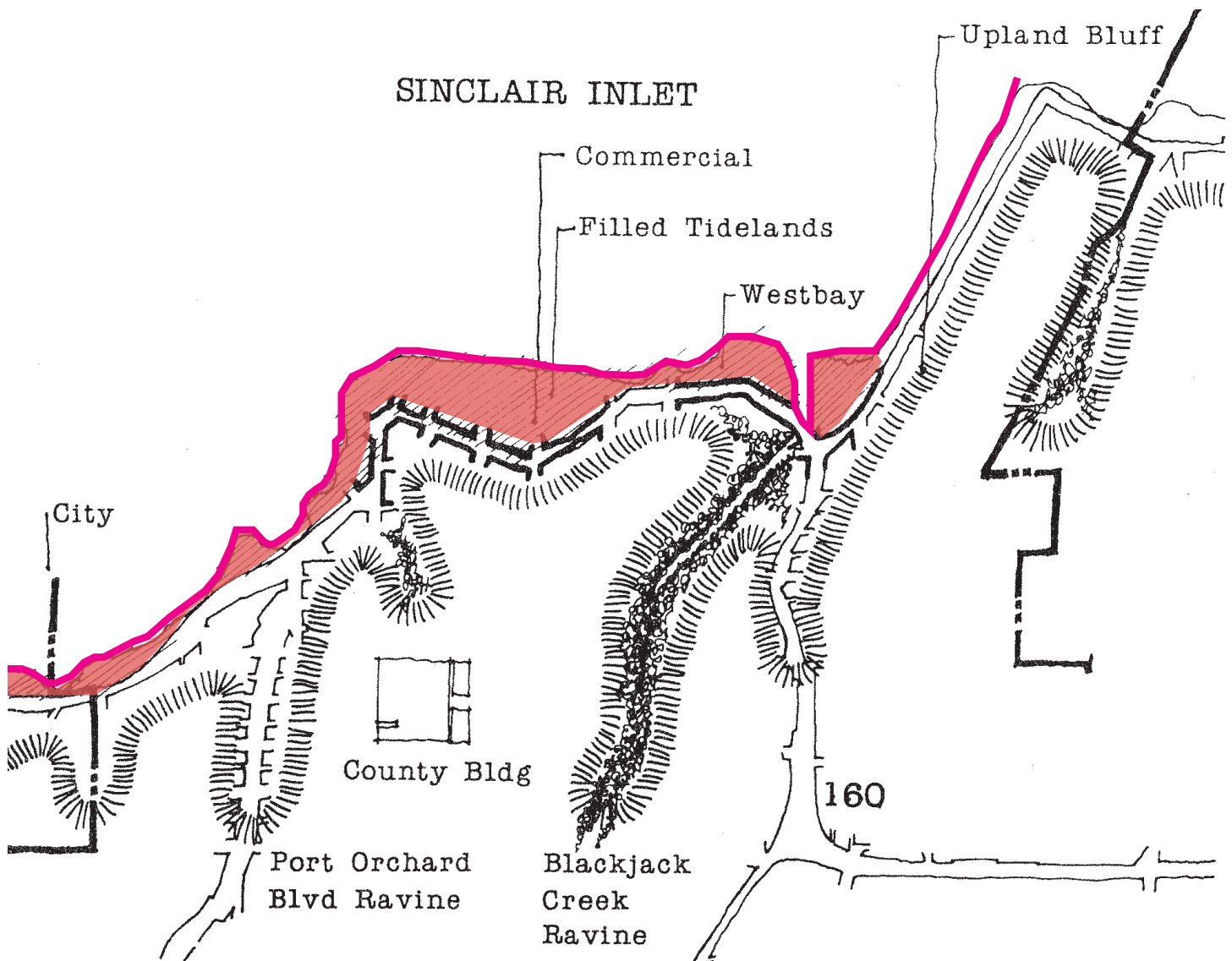


1908 Ferry Docks



1970's Port Orchard Marina

2.1 History

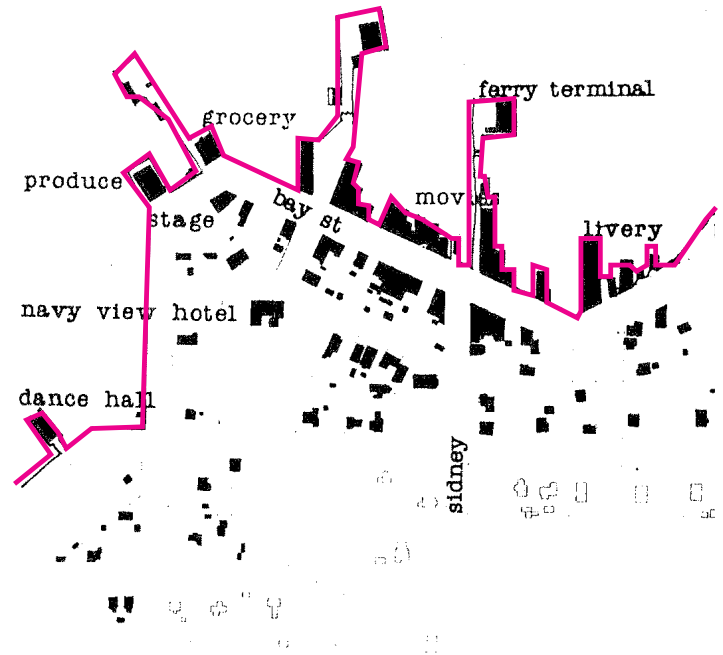


Historic Geographic Influenced Development Pattern

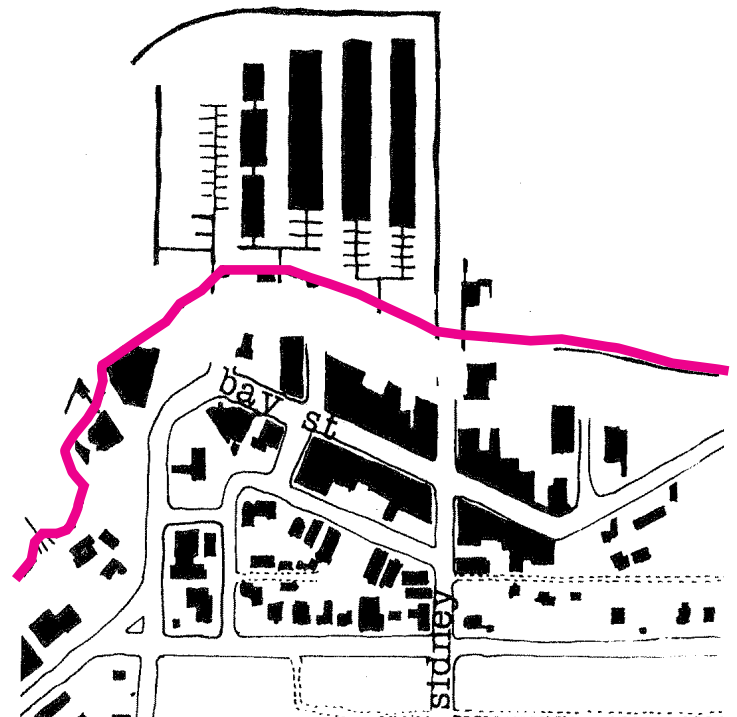


NATURAL FEATURES AND GEOGRAPHY

The geography and natural landscape of Port Orchard is defined by its waterfront on Sinclair inlet, the multiple stream ravines, and the steep topography that divides them. Just as these stream valleys bring rains to Sinclair Inlet, the valleys at Port Orchard Boulevard and Bethel Avenue now discharge residents and visitors into the West and East Downtown as they travel from the uphill and inland neighborhoods. The original waterfront shoreline was generally located at the current site of Bay Street prior to the infill of historic waterfront tidelands. These filled lands present a challenge potential redevelopment due to flood risks, poor soil conditions, and a high water table



Historic Waterfront Figure-Ground - 1914



Historic Waterfront Figure-Ground - 1982

2.1 History



1908 - Port Orchard - Ferry Docks



1950's - Port Orchard - Bay Street



2020 - Port Orchard - Ferry Docks



2020 - Port Orchard - Bay Street

2.2 Existing Built form and Context

The analysis has identified three distinct areas within the broader study area, the West Downtown, the East Downtown and the County Government Campus. All three areas have a different built-form and character. They areas are divided by the geographic barriers including the change in topography between West Downtown and the County Campus, and the Blackjack Creek Ravine between the County Campus and Bethel Corridor.

The West Downtown Neighborhood

The West Downtown Neighborhood is the current and historical cultural and civic hub of the community. Its is also the recreational hub with ferry connections to the neighboring cities. The area includes a mix of land uses like the City Hall and public library, the Kitsap Bank and



Single Family Homes Around Mitchell Corridor

County Campus

The Kitsap County Government campus is both the heart of the Center and the City's largest employer. The Port Orchard Blvd and Black Jack Creek valley's along with the historic steep shoreline isolates the Center from the Downtown. The County Campus is surrounded by single family houses separated from the campus by Sidney and Cline Ave which are also the neighborhood arterials providing vehicle and transit access to downtown.



Single Family Homes Around County Campus



restaurants and retail services.

Restaurant and Retail along Bay Street

The East Downtown Neighborhood

The East Downtown is geographically separated from the West Downtown and was developed later with a more auto-centric development pattern. The neighborhood includes a mix of commercial uses from the junction of Bay Street and Bethel Ave and the waterfront. Further it extends in south to Mitchell Corridor which is higher in density with a mixture of single-family homes surrounding South Kitsap High School.



Geographic Districts Map



2.3 Recent Achievement and Current Planning

BAY STREET PEDESTRIAN PATHWAY



The City of Port Orchard is constructing a new 1.0 mile long multi-purpose path/trail, broken into 11 segments beginning at the downtown Port Orchard ferry facility and ending at the Annapolis ferry facility. The completed multi-purpose trail will become a part of the Mosquito Fleet Trail. A future extension is also being planned from downtown to east of Port Orchard blvd.

This portion of the Mosquito Fleet Trail along Bay Street, also known as the Bay Street Pedestrian Pathway, will be a significant segment of the off-road link in the Mosquito Fleet Trail, which eventually will connect Kingston to Southworth along the eastern shore of Kitsap County. It will also provide a much needed recreational facility within downtown Port Orchard, and a safe alternative transportation mode for its citizens and workforce. Users are expected to include lunchtime walkers, bicycle commuters, families with children, and recreational cyclists on both organized and independent tours. The trail is also likely to experience heavy multiple use during special events organized and hosted by the City of Port Orchard.

BAY/ BETHEL STREET INTERSECTION REDESIGN

Roundabouts are safer than traditional traffic signals or stop sign controlled intersections, and they accommodate vehicles of various sizes, including emergency vehicles, buses, semi-trucks with trailers, farm and logging equipment. Studies show roundabouts reduce injury crashes by 75% at intersections where stop signs or traffic signals previously existed. Roundabouts improve the flow of traffic because users don't have to wait for a green light to get through the intersection. Other benefits of a roundabout include vehicles moving in the same direction which helps improve traffic flow. Roundabouts reduce maintenance and repair costs when

compared to traffic signals.



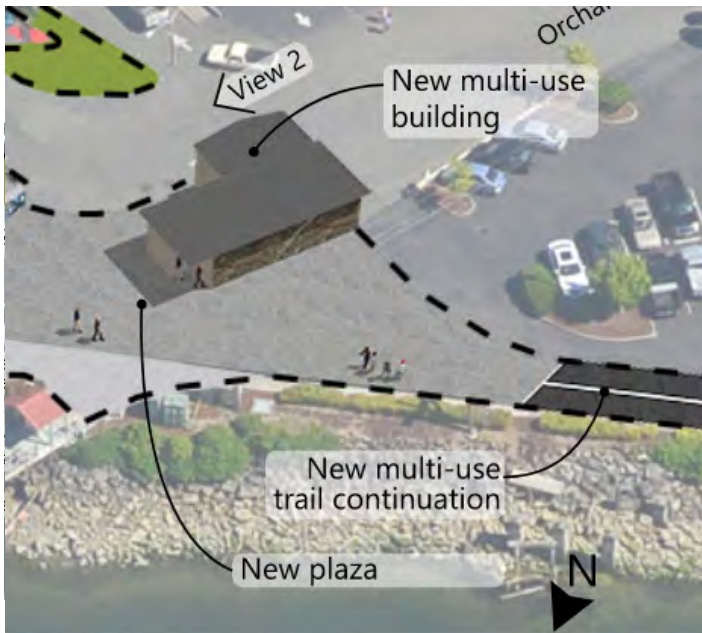
SOUTH KITSAP COMMUNITY EVENTS CENTER



The South Kitsap Community Events Center (SKCEC) is a collaboration between the City of Port Orchard, and the Kitsap Regional library. Concepts suggested a 24,000-square-foot multi-use facility that includes 9,000 square feet for the new Library. In 2019, the Kitsap Public Funding District allocated up to \$12 million in phased funding to support the project.

Under Rice Fergus Miller's guidance, a site has been selected at the corner of Bay Street between Port Street and Orchard Ave. Initial concepts placed the new facility in downtown Port Orchard with a project scope that would include shoreline restoration, public open space, and parking solutions.

WATERFRONT LIFT STATION AND PLAZA



include a framework for fiscally sound decision-making over a multi-year planning period. The Parks Plan functions in coordination with the City's Comprehensive Plan and Shoreline Master Program.



The City of Port Orchard (City) uses its Marina Pump Station to collect all the City's wastewater and discharges it to the West Sound Utility District's (District) Wastewater Treatment Facility (WWTF). With the City's rapidly growing development, the Marina Pump Station must remain reliable and capable of handling the expected increased flow rates through projected build-out. The existing station is a critical piece of the City's sewer system and must remain effective during high flow events. Currently, the Marina waterfront is used frequently by the City's residents and visitors. When proposing alternatives to upgrade the Marina Pump Station, the City stressed the importance of maintaining the aesthetics of the waterfront environment for generations to come. This Predesign Report analyzes alternative pump station improvements based on current, future, and build-out peak hour flow rates, reliability, expected resiliency, and cost.

PARKS PLAN UPDATE

The City currently has approximately 70 acres of park area, as well as trails and other open space. However, the Parks Plan has not been substantively updated since 2011. Once updated, the Parks Plan will provide a 20-year vision for the City's parks, recreation, open space, and trails, as well as a 6-year action plan for implementing short- and medium-term steps to succeed in this vision. Steps in development of the Parks Plan update will include research, public involvement, and the creation of recommendations for all aspects of Port Orchard's park system, including a community demand, supply and needs analysis. The Parks Plan will also

2.4 Previous Planning Efforts

SUMMARY

As the team prepares to draft a subarea plan for the City of Port Orchard we reviewed the previous planning efforts done by the city. We found a lot of similarities in the recommendations of these planning efforts and we plan on addressing them in the Sub-area plan.

Following are the planning efforts:

1. Comprehensive Plan of 1966
2. Port Orchard Waterfront Revitalization Plan Kasprisin Plan - 1983
3. Downtown Port Orchard: Suggestion for Revitalization - 1999
4. Port Orchard: Economic Development Plan - 2004



2004 Port Orchard Economic Development Plan - Streetscape and Pedestrian Connections Concept Plan

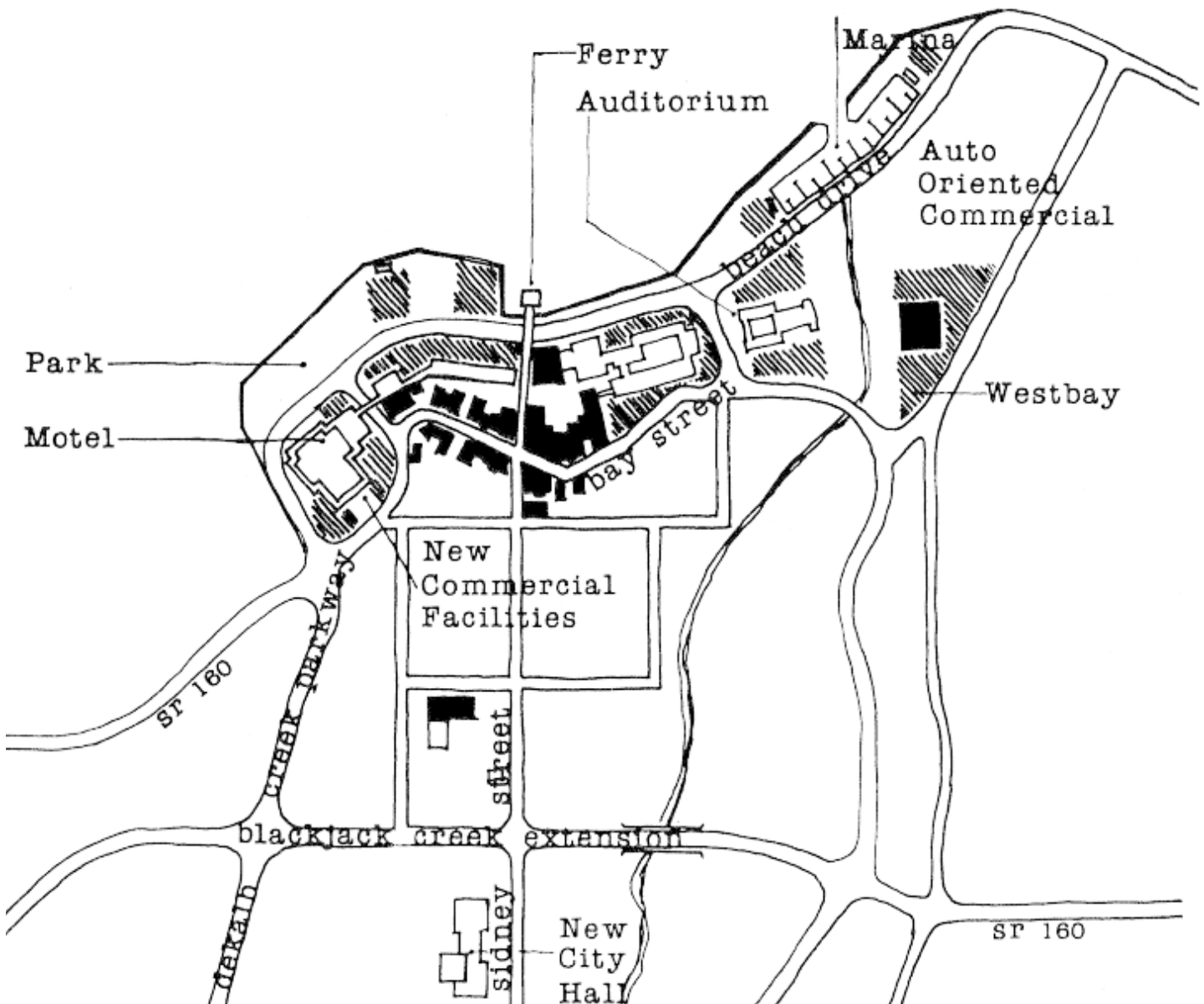
2.1. PREVIOUS PLANNING EFFORTS

COMPREHENSIVE PLAN - 1966

In 1966, Port Orchard completed a comprehensive plan for the city and downtown area. As a point of reference, the redevelopment recommendations for the downtown and waterfront area are summarized below.

Key recommendations include:

- A scenic waterfront beach drive, from the De Kalb Street right-of-way connecting to Bay Avenue East of the West Bay Commercial area.
- A substantial fill of the tidelands along the waterfront from the De Kalb Street waterway to include Blackjack Creek and West Bay.
- A waterfront park and restaurant on the newly filled tidelands
- A new yacht club marina, boat sale are on filled tidelands at the north of Blackjack Creek
- And an expanded, east-west commercial wall to the north side of the existing Bay Street complex, a civic center / auditorium was included in the development.
- A relocation of city hall to Sidney Street and the Blackjack Creek extension (present by-pass proposal)
- A new waterfront motel.



Comprehensive Plan - 1966

2.4 Previous Planning Efforts

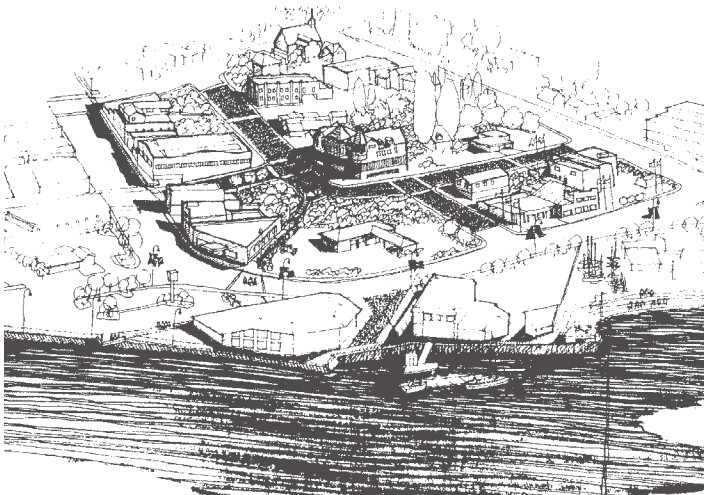
2.1. PREVIOUS PLANNING EFFORTS

KASPRISIN PLAN - 1983

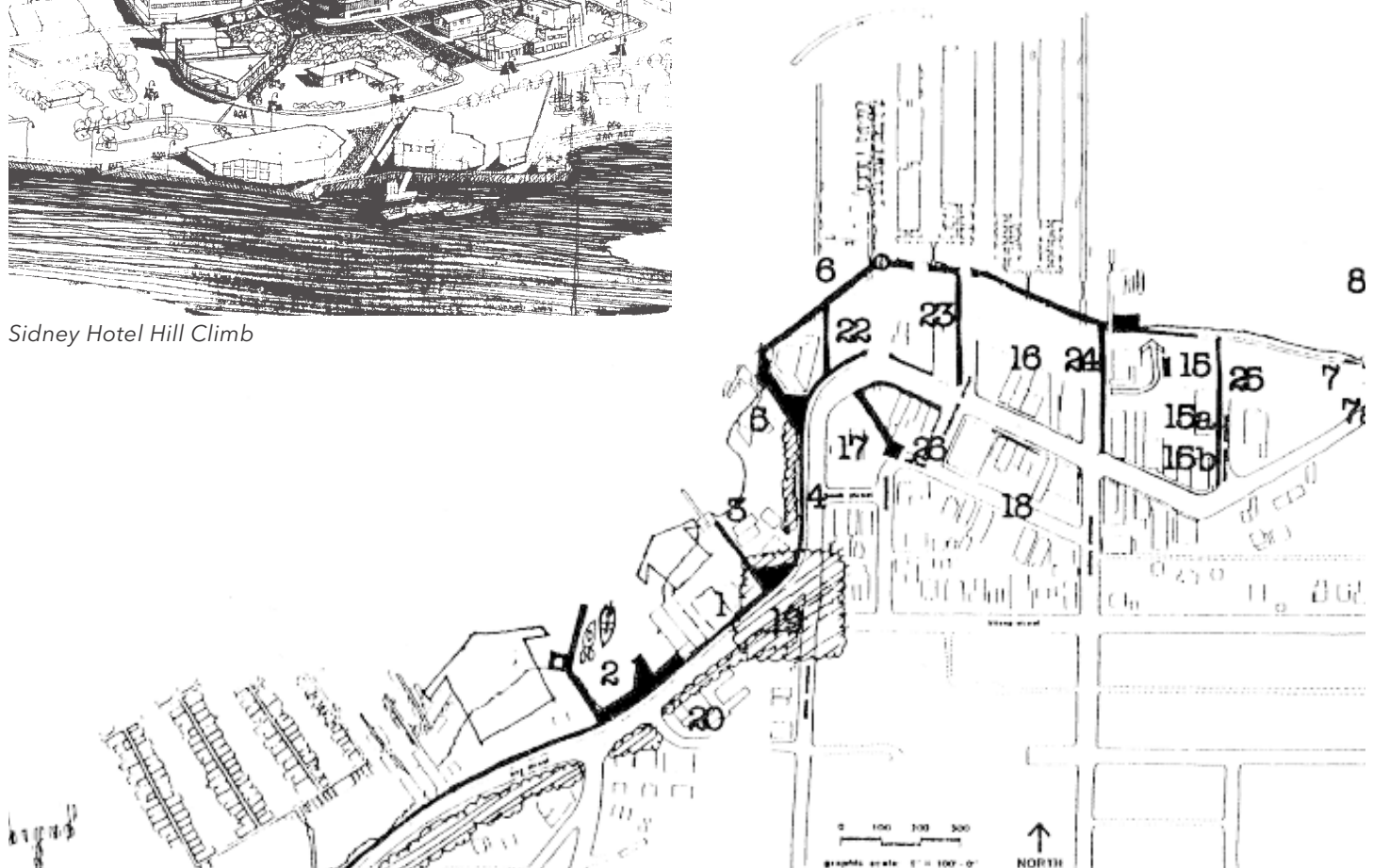
The objectives of this study are to develop recommendations for revitalization the downtown and waterfront areas of the City of Port Orchard.

Key Recommendations:

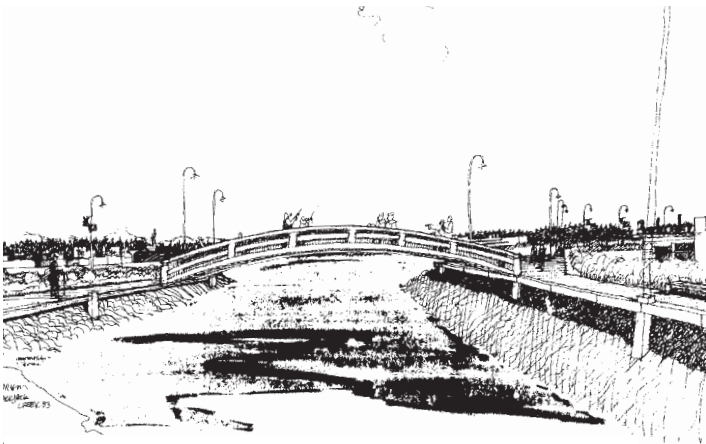
- Waterfront Drive
- Substantial tidelands infill
- Waterfront Park
- Yacht Club and Marina
- Expanded east-west commercial corridor
- Relocate City Hall to Sidney and new highway bypass SR 160
- New waterfront motel
- Building and landscape improvements
- Return waterfront and stream right-of-ways to public use
- Downtown as a historic marine center
- Integrate plans with Kitsap transit
- Prioritize by-pass
- Waterfront pedestrian walkway
- Visual access to the waterfront from upland areas
- Prioritize water dependent / related uses on th waterfront
- Improve connections to uphill neighborhoods through possible hill-climb and lookout at "Fort Hill"



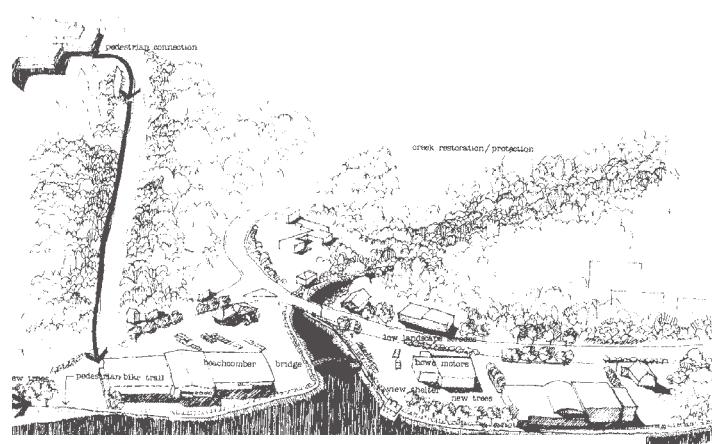
Sidney Hotel Hill Climb



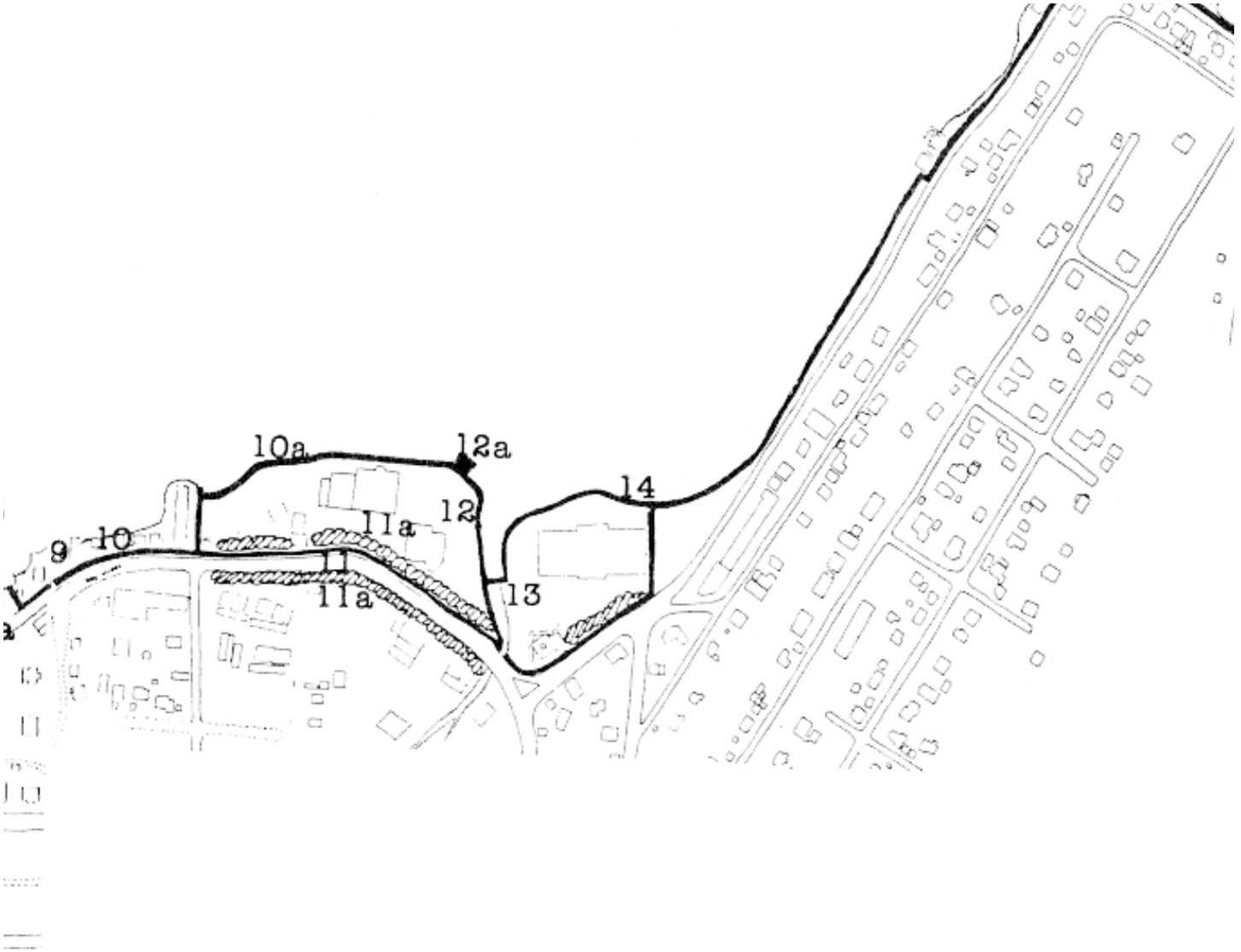
Kasperian Plan - 1983



Blackjack Creek Pedestrian Bridge



Blackjack Creek "West Bay"



2.4 Previous Planning Efforts

2.1. PREVIOUS PLANNING EFFORTS

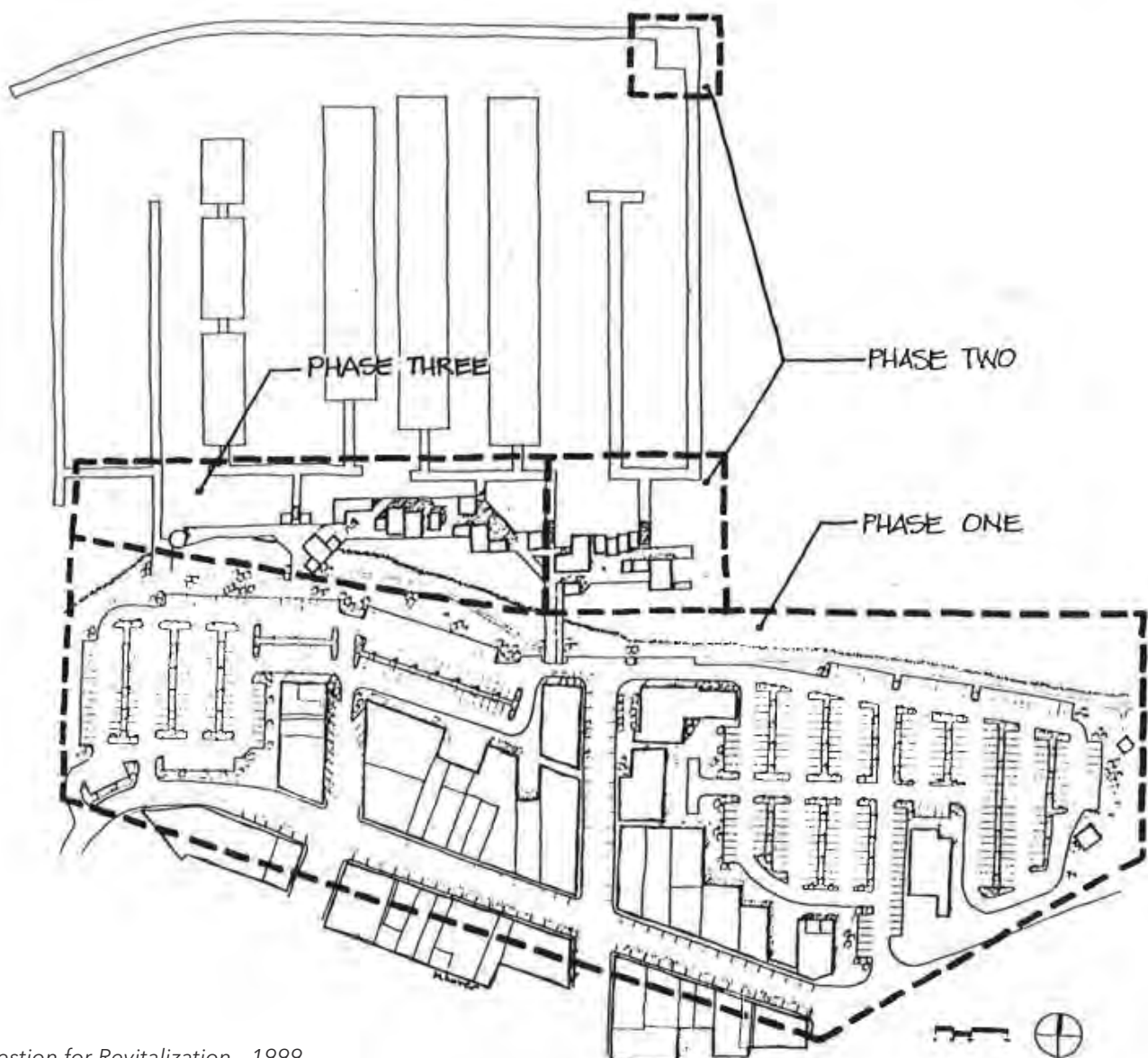
REVITALIZATION PLAN - 1999

In 1999, the University of Washington Department of Urban Design and Planning, prepared a revitalization strategy for downtown. This planning process included an opinion survey focused on the transportation and buying habits/preferences of individuals living in and passing through downtown Port Orchard.

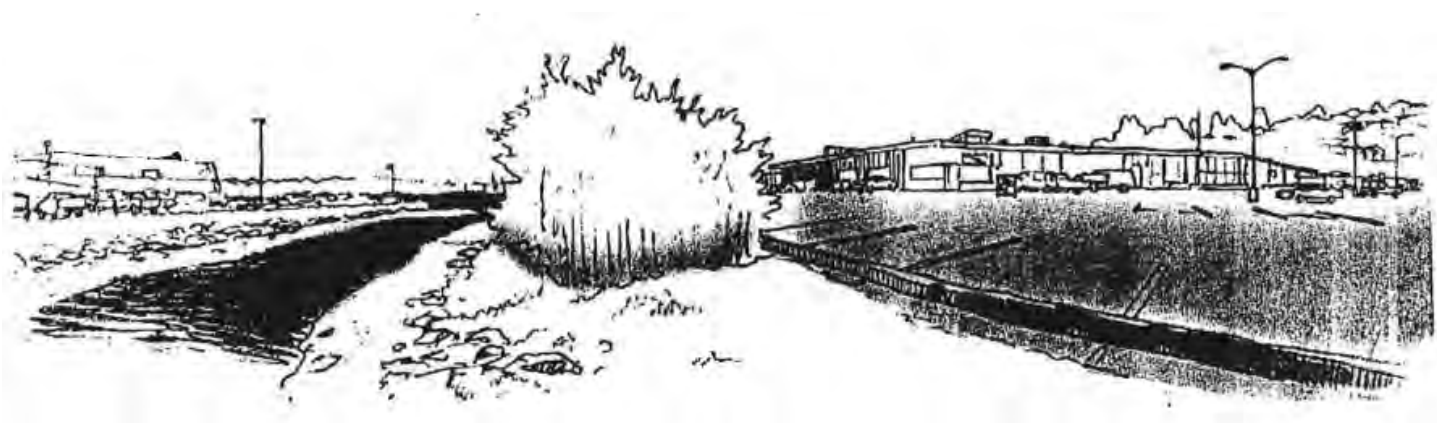
Key Recommendations:

- Add strategic anchors
- Up-zone to allow 24-30 dwelling units / acre
- Increase height limits to 55' measured from Bay Street
- Improve pedestrian connectivity

- Develop mixed-use commercial pier along the waterfront



Suggestion for Revitalization - 1999



Mouth of Blackjack Creek



Mouth of Blackjack Creek

2.4 Previous Planning Efforts

2.1. PREVIOUS PLANNING EFFORTS

EDAW PLAN - 2004

The City selected a team of consultants led by EDAW, Inc. (urban design and planning) and including Property Counselors (market analysis) for these studies.











Key Recommendations:

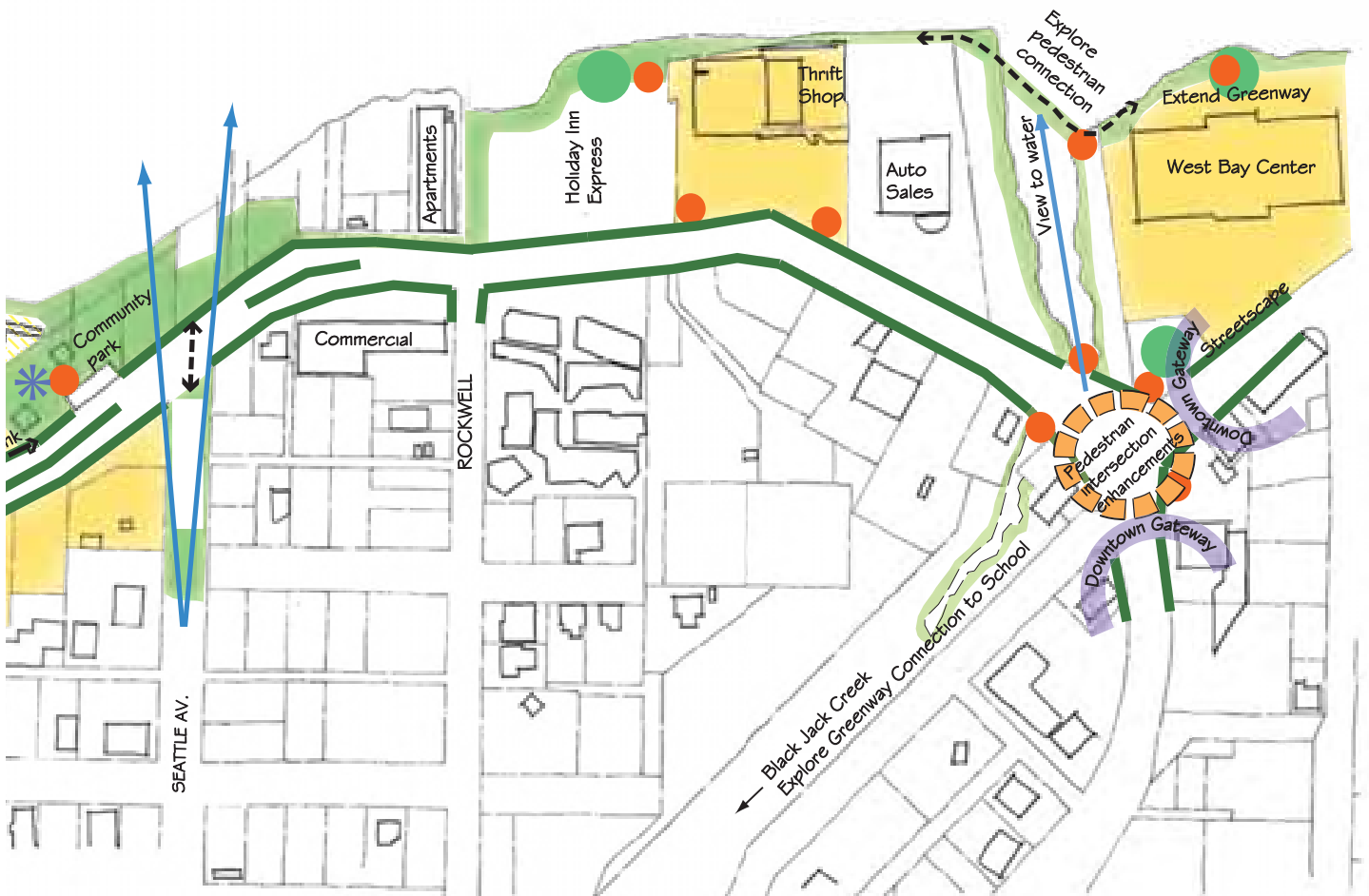
- Frame the District.
- Enhance the Streetscape
- Strengthen the Sense of Place in the Core
- Emphasize Port Orchard's Rich History
- Activate the Area
- Preserve and Reinforce View Corridors

- Better Connections with the Waterfront
- Enhance Streetscape from Bethel to Port Orchard Boulevard
- Strengthen Connections with the County
- Create a Pedestrian Corridor for the Downtown Core
- Tie Waterfront Park with an Expanded Waterfront Greenway



OPPORTUNITIES

-  **City Center** - Specialty Retail Core
Retain active on street uses
-  **Underutilized** - infill or redevelop; Encourage mix of uses, emphasis on residential per core
-  **Marquee** - Explore alternatives for Downtown identity
Encourage authenticity in architecture
-  **Enhance Streetscape** - improve experience of pedestrians
- visual enhancement of street corridor
-  **View Corridors** - preserve views to water
terminate views at Land mark features
-  **Activity Generators** - Link and encourage development of added active uses
-  **Parks & Greenways** - Extend, enhance, maximize pedestrian linkages and water access
-  **Identity** - Storytelling elements - add focus on art, history, architecture
-  **Key Intersection** - Enhance intersection to provide focus and sense of place
-  **Downtown Gateway** - Enhance landscaping to highlight entrance



2.5 Existing Land Use and Zoning

CURRENT LAND USE CHARACTERISTICS

Updated in 2019, Port Orchard's adopted land use code takes a form based approach to establish standard procedures for all land use and development. The code attempts to foster predictable built results and a high-quality public realm by using physical form (rather than separation of uses) as the organizing principle for the code. Because the code does not include density limits such as maximum floor-area-ratios, we used assumed residential densities included in the City Comprehensive plan amendment to establish assumed residential densities.

The primary land use designations within the study area is medium density residential and Mixed-use commercial, however the study area include nearly all land use designation. The study are also includes two large public facilities campuses, the Kitsap County Campus and South Kitsap High School.

Most land in the city is devoted to housing. Commercial areas and the downtown offer a range of goods and services, provide employment for local residents and those living in surrounding rural areas, and provide additional tax revenue to help fund public services and facilities. Industrial lands allow for light manufacturing and warehousing businesses, which also provide job opportunities and support the area's economy.

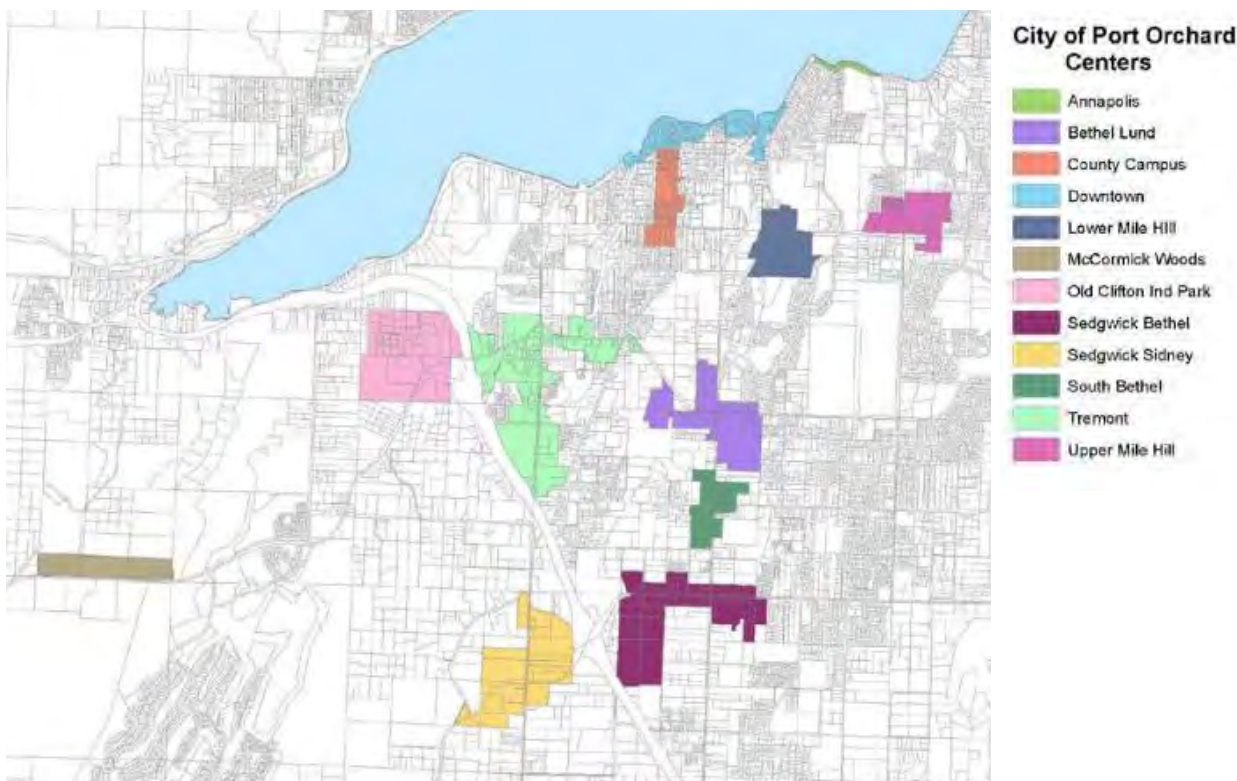
The Land Use element establishes goals and policies that seek to:

- Accommodate changes in population and demographics
- Encourage development in urban areas, reduce sprawl, and deliver services efficiently
- Ensure land use designations reflect need and demand
- Minimize traffic congestion and encourage the development of a multi-modal transportation system
- Protect open spaces and the natural environment
- Promote physical activity
- Support a range of employment opportunities

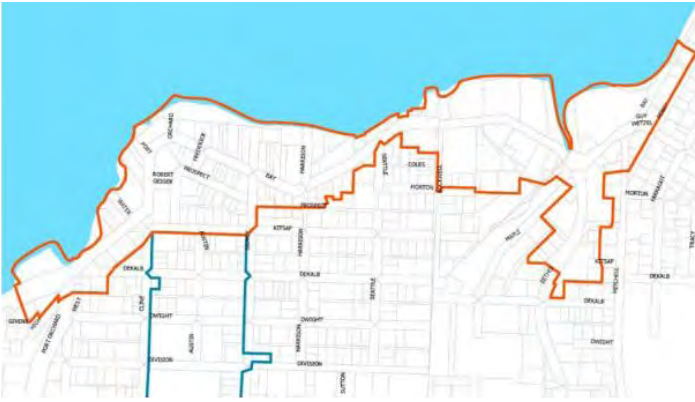
OVERLAY DISTRICT

The city's development regulations include land use overlay districts which are applied in parts of the City, as summarized below.

- Downtown Height Overlay District
- Government/Civic Center District
- View Protection Overlay District



Port Orchard Comp Plan Centers



DOWNTOWN PORT ORCHARD CENTER

Port Orchard's downtown is the cultural, civic, and recreational hub of the community. The downtown currently contains a mix of land uses, including Port Orchard's City Hall and public library, numerous retail and service businesses, a marina and ferry dock, public parking, and a waterfront park and trail. With access from the water and from state highways 3 and 16, it remains the City's primary center for community events and activities. The City continues to work toward a balance of historic preservation, environmental restoration, and economic improvement for the downtown center. Downtown Port Orchard coupled with the County Campus may be a future candidate as a regional center. As of 2018, the Downtown Port Orchard Center measured 70 acres containing 197 residents and 787 jobs. This equates to 14 activity units per acre under the PSRC Regional Centers Framework.


















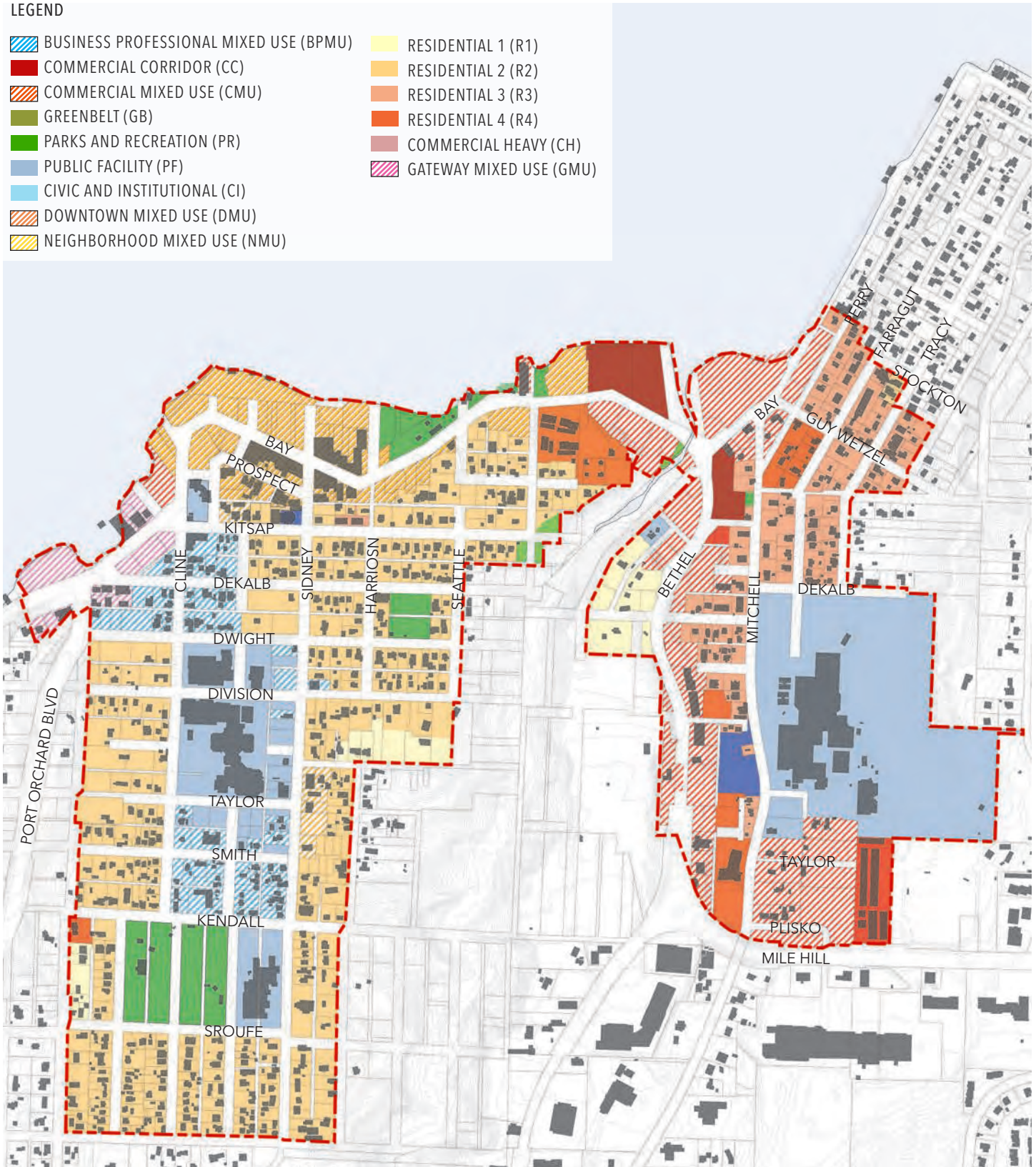
COUNTY CAMPUS CENTER

The City of Port Orchard has benefited from being the Kitsap County seat, as well as Kitsap County long serving as the City's largest employer. Kitsap County has proposed several phased development scenarios to provide options for the expansion of County facilities within the City of Port Orchard over the next 40 years. The District included land use and regulation proposals derived from the Kitsap County Campus Master Plan created in 2003, which was designed to accomplish the expansion of community facilities and allow uses that would serve to buffer the residential areas from the Campus.

2.5 Existing Land Use and Zoning

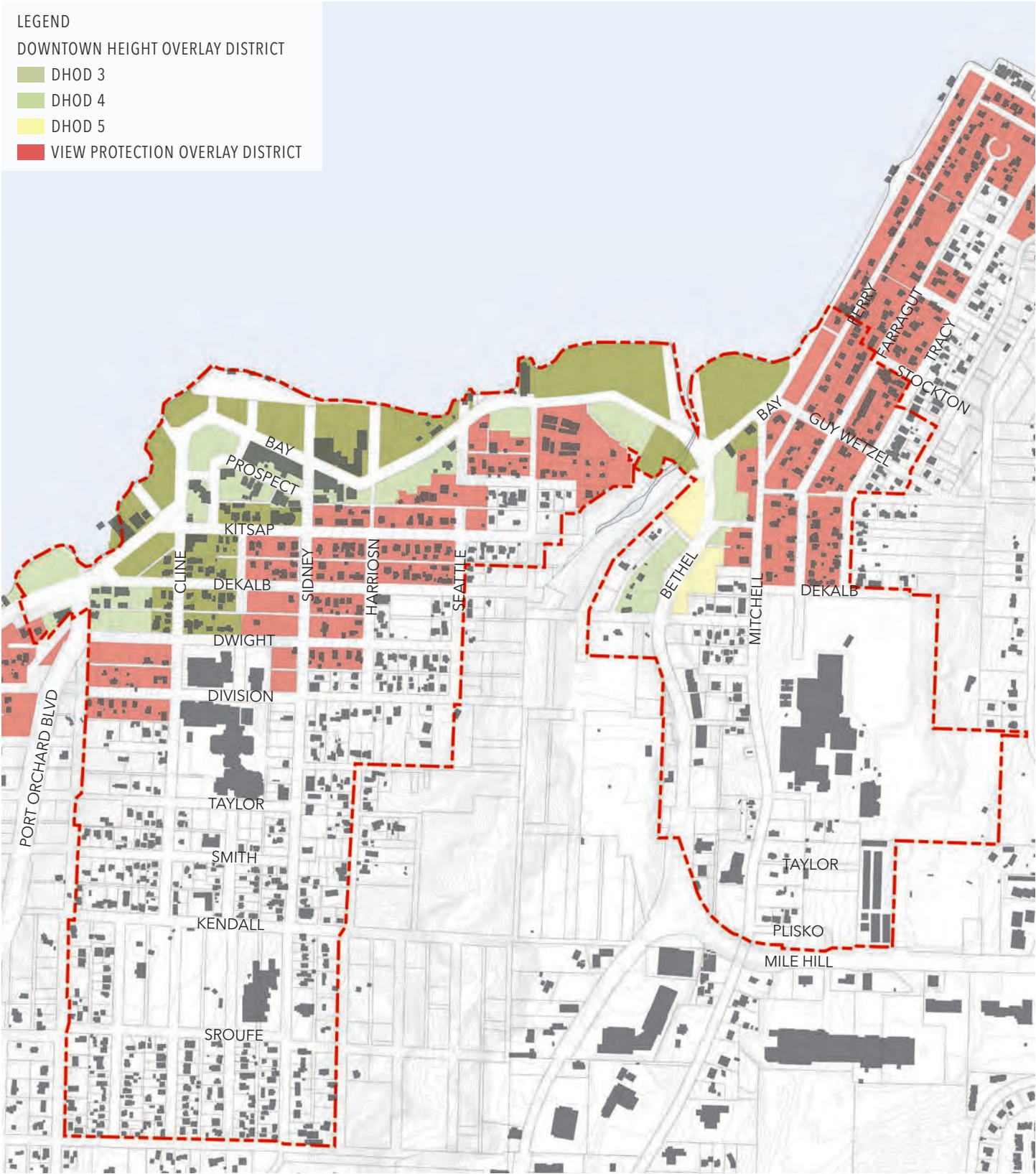
LEGEND

	BUSINESS PROFESSIONAL MIXED USE (BPMU)		RESIDENTIAL 1 (R1)
	COMMERCIAL CORRIDOR (CC)		RESIDENTIAL 2 (R2)
	COMMERCIAL MIXED USE (CMU)		RESIDENTIAL 3 (R3)
	GREENBELT (GB)		RESIDENTIAL 4 (R4)
	PARKS AND RECREATION (PR)		COMMERCIAL HEAVY (CH)
	PUBLIC FACILITY (PF)		GATEWAY MIXED USE (GMU)
	CIVIC AND INSTITUTIONAL (CI)		
	DOWNTOWN MIXED USE (DMU)		
	NEIGHBORHOOD MIXED USE (NMU)		



Existing Zoning Map

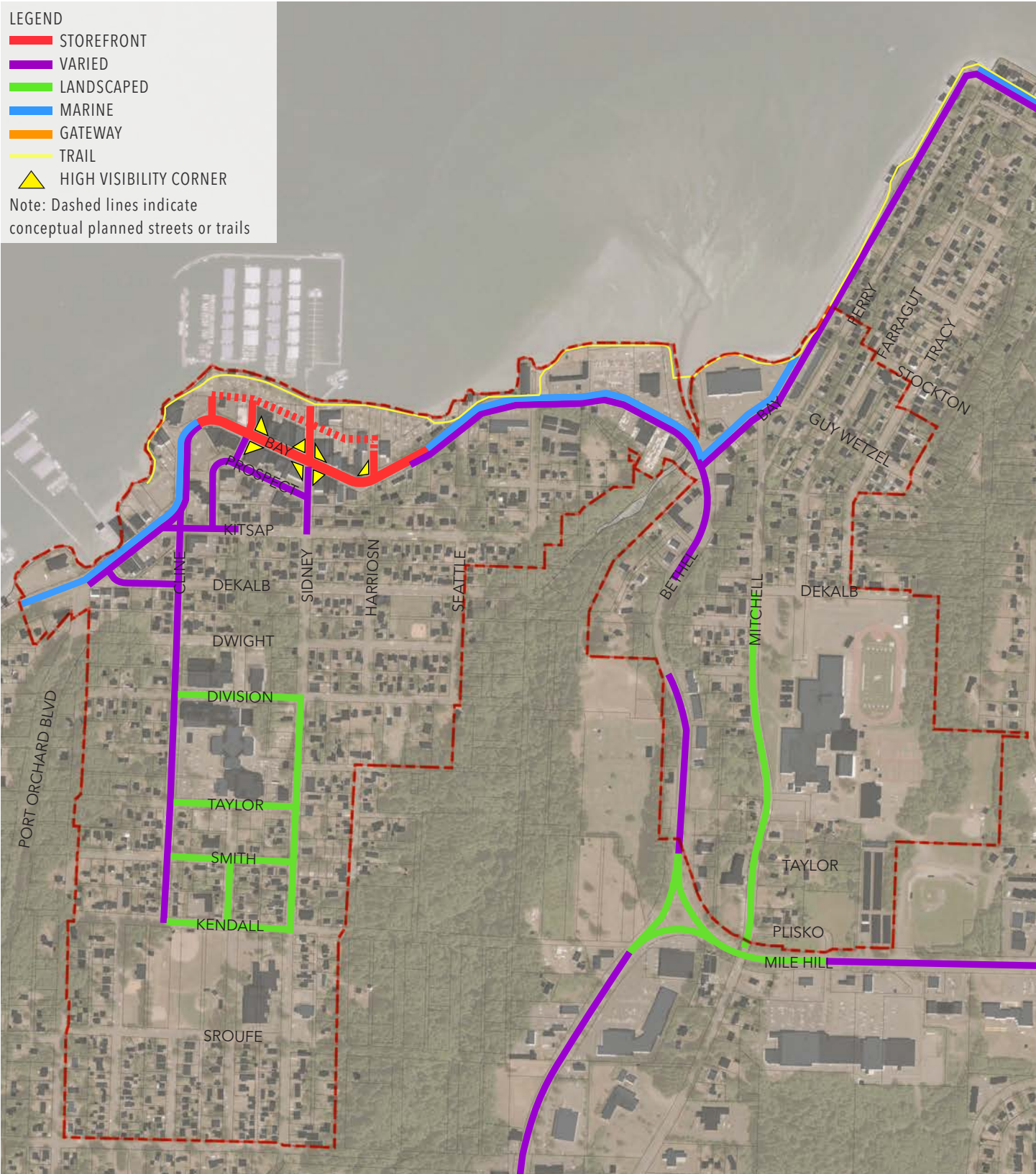




Existing Height Overlay Map



2.5 Existing Land Use and Zoning



Existing Block frontages Plan



2.6 Circulation, Access and Parking

VEHICULAR CIRCULATION AND ACCESS

Minor arterial roads serve as key elements in the county transportation system. These minor arterial roads link together state routes or connect the state route system to Port Orchard, to other major centers, and to the ferry system. For example, Bethel Road is a two lane north/south road located in eastern Port Orchard. As a north/south road, Bethel Road connects and intersects with Sedgwick Road, Lund Avenue, and SR 166. Bethel Road terminates in Port Orchard at Bay Street. Bay Street is the East-West connector for downtown waterfront. Cline Ave and Sydney Ave are the primary vehicle connectors for county campus and downtown Port Orchard.

PEDESTRIAN CIRCULATION AND ACCESS

There are an assortment of pedestrian facilities located throughout Port Orchard and its UGA. Pedestrian facilities include sidewalks, trails and designated crosswalks. The majority of sidewalks are located along commercial corridors and in some neighborhoods. However there are some breaks in the sidewalks, continuous sidewalks would improve the safety and utility of the pedestrian environment.

TRANSPORTATION STUDY

See existing conditions summary and EIS development analysis provided by TSI Traffic Engineers to be incorporated into the EIS and enclosed in the document appendix.

2.6 Circulation, Access and Parking



Vehicle Circulation and Access

*Reference TSI existing transportation conditions analysis for the Port Orchard Subarea Plan.



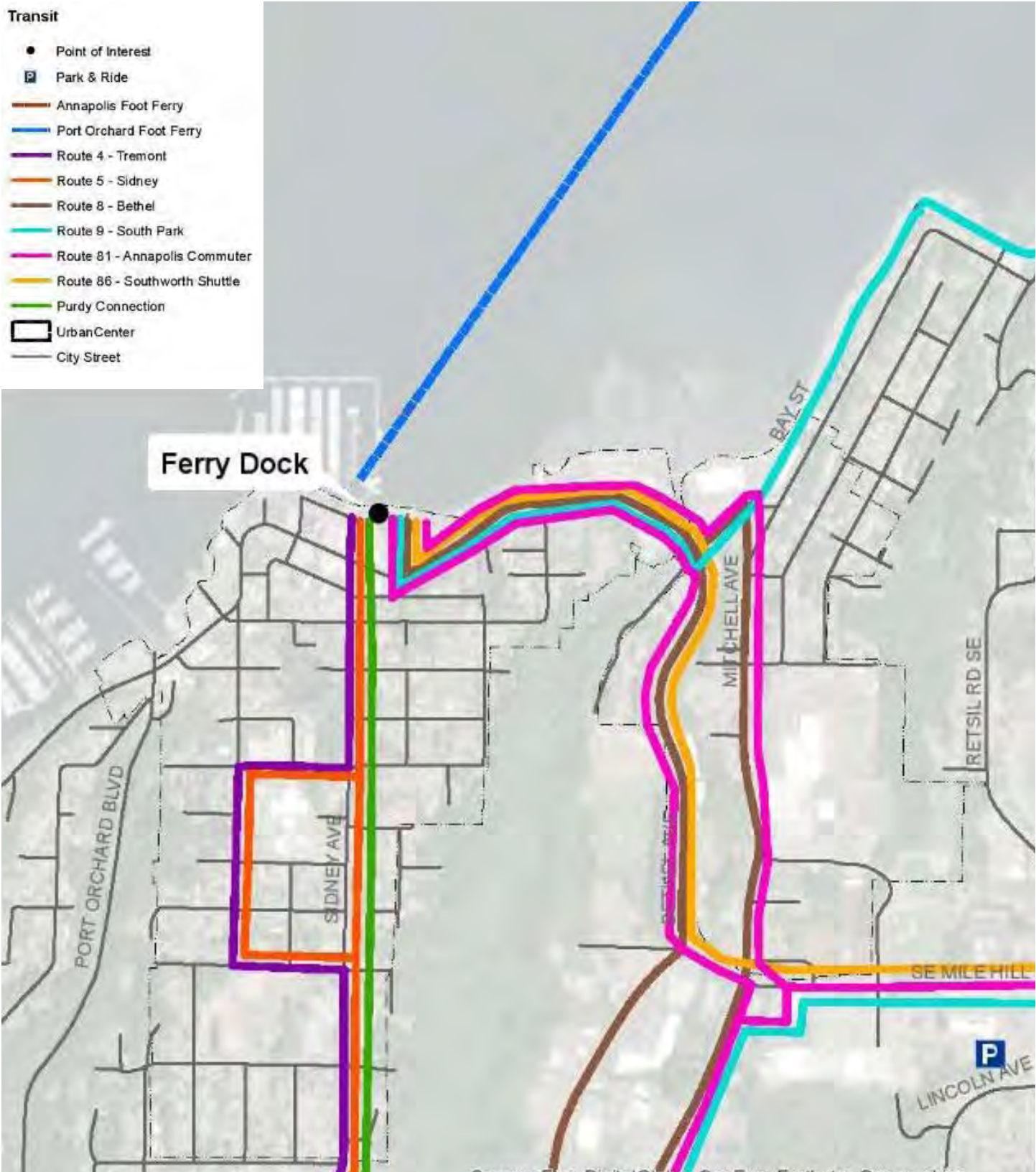


Pedestrian Circulation and Access

*Reference TSI existing transportation conditions analysis for the Port Orchard Subarea Plan.



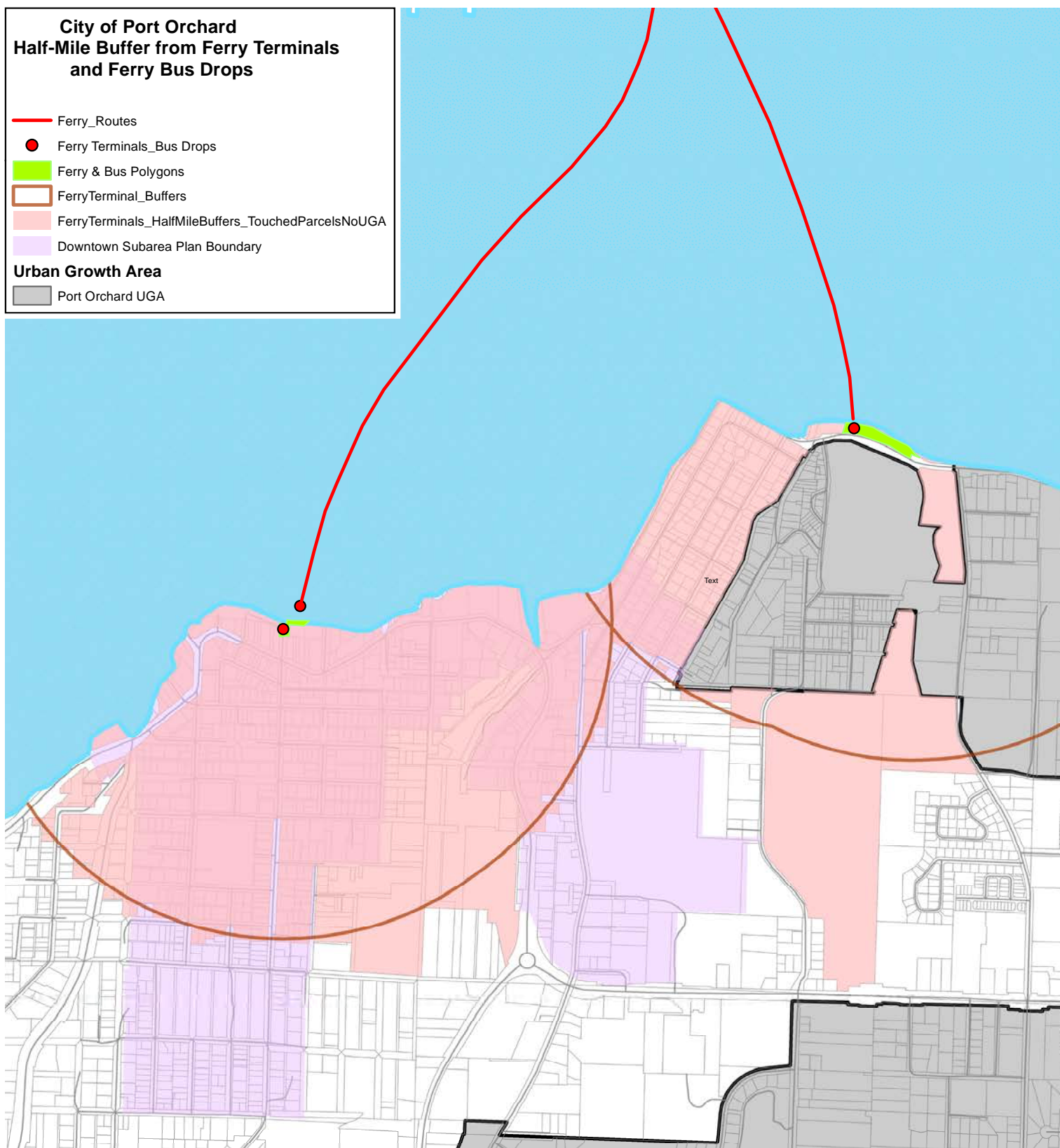
2.6 Circulation, Access and Parking



Transit Service Plan

*Reference TSI existing transportation conditions analysis for the Port Orchard Subarea Plan.





High Speed Transit (Ferry Terminals) 1/2 Mile Buffer Map



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2.7 Utilities and Capital Facilities

TRANSPORTATION

See existing conditions summary and EIS development analysis provided by TSI Engineers to be incorporated into the Downtown Subarea EIS.

STORM WATER

See existing conditions summary and EIS development analysis provided by Reid Middleton Civil Engineers to be incorporated into the Downtown Subarea EIS.

WATER SERVICE

See existing conditions summary and EIS development analysis provided by BHC Civil Engineers to be incorporated into the Downtown Subarea EIS.

SEWER SERVICE

See existing conditions summary and EIS development analysis provided by BHC Civil Engineers to be incorporated into the Downtown Subarea EIS.

2.8 Environment and Open Spaces

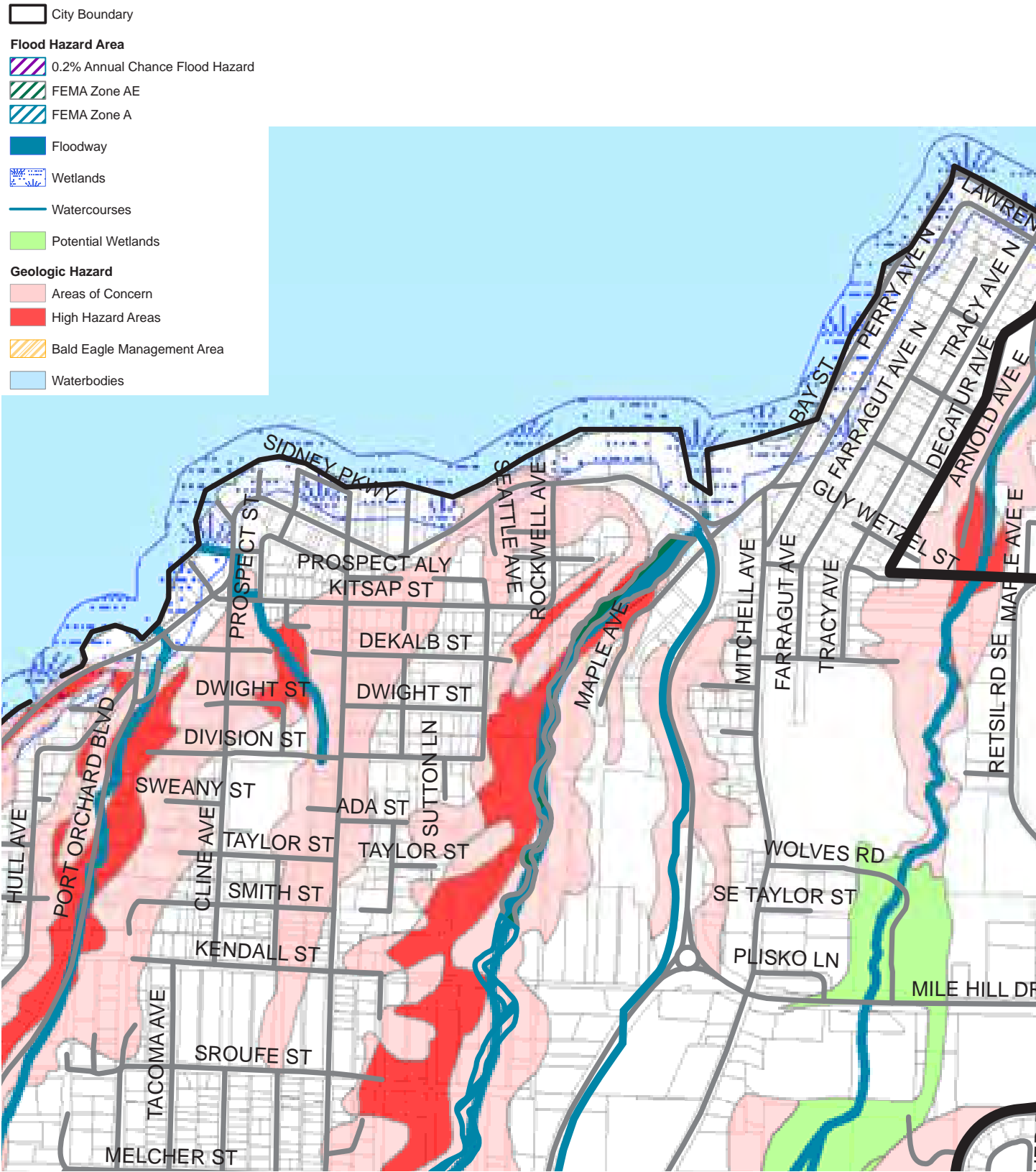
EXISTING CONDITIONS

Port Orchard is a community which provides a full range of parks, recreation, open space, and ecosystem services by protecting native wildlife habitat, restoring and preserving natural systems, enjoying majestic marine and mountain views, and ensuring new development enhances the natural environment. The existing City parks system is supplemented by the schools of the South Kitsap School District, and the Kitsap County Parks and Recreation Department.

EXISTING COMPREHENSIVE PLAN - PARK VISION

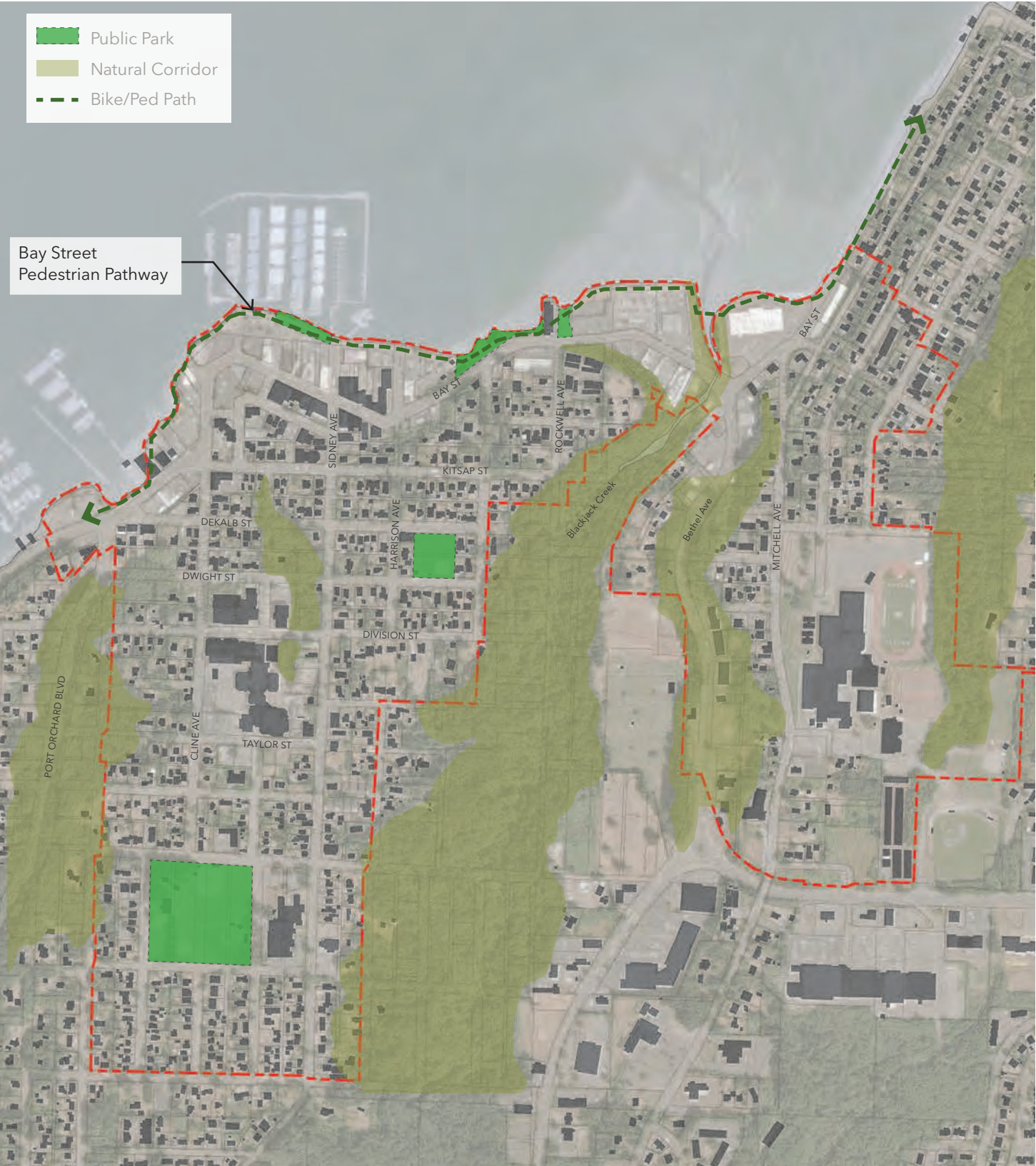
The City of Port Orchard 2016 Comprehensive Plan Update identifies twelve (12) Centers. The vision of the Parks Element and Comprehensive Parks Plan is to ensure that every center contains and/or is connected to a park by safe non-motorized routes. The Port Orchard Parks and Trails map on the following page depicts existing park facilities in relation to the ten local centers as well as the planned trail connections between local centers depicted with dashed lines.

Walking/jogging/running paths were a top priority identified in the 2015 Parks Survey. Connecting local centers and parks with safe non-motorized routes, including those in public right-of-way such as bike lanes and walking shoulders, will increase access to active transportation for all residents and benefit the entire community. The Non-Motorized section of the Transportation Element provides further detail on existing and future trails.



Port Orchard Environmental Map

2.8 Environment and Open Spaces



Parks and Natural Open Space Corridors
n.t.s.

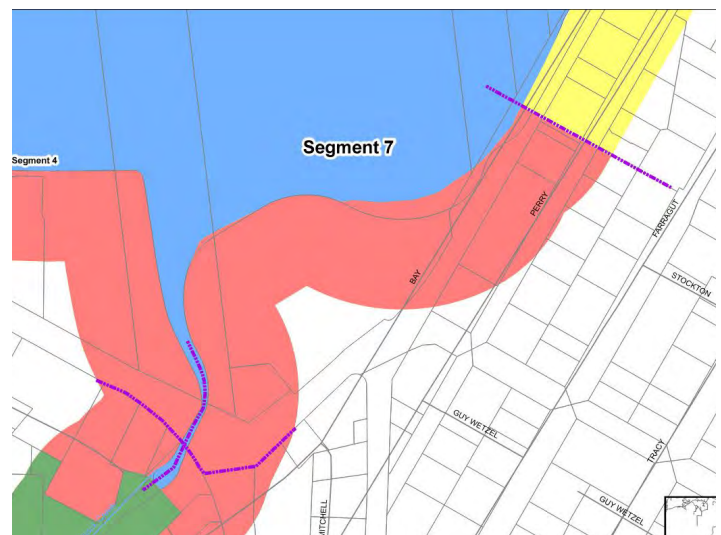
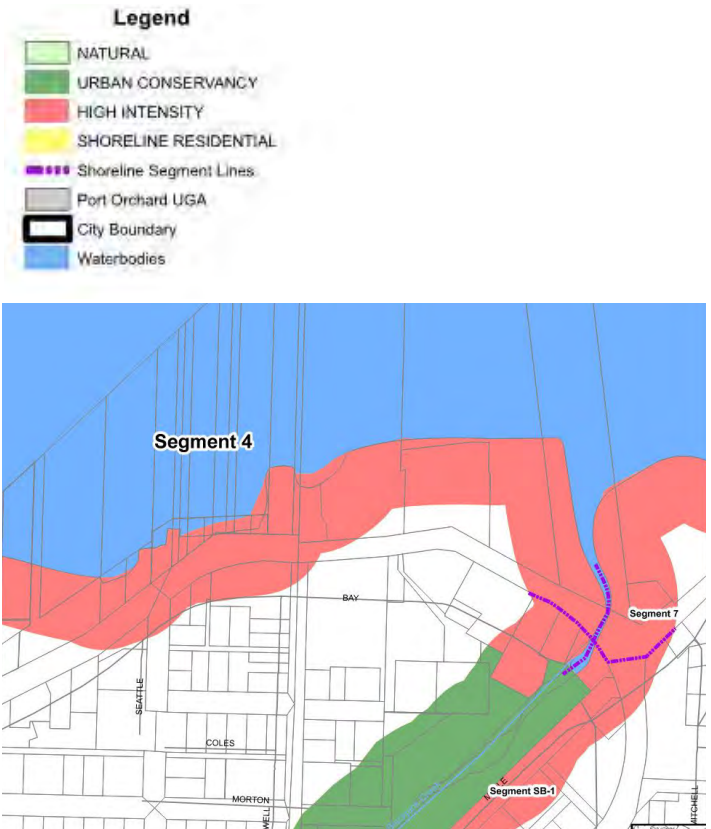
SHORELINE MASTER PROGRAM

The City of Port Orchard classification system consists of five shoreline environments that are contained in the recommended classification system identified in WAC 173-26-211(5). The State's Shoreline Master Program Guidelines describe the purpose of environment designations in WAC 173-26-191(1(d)). Shoreline management must address a wide range of physical conditions and development settings along shoreline areas. Effective shoreline management requires that the Shoreline Master Program prescribe different sets of environmental protection measures, allowable use provisions, and development regulations for each shoreline segment. Assigning shoreline designations, each with different policies and regulatory measures, provides a regulatory framework for environmental protection and development depending on the development and resources present in specific areas. Please note, shoreline use and development determined by the Department and classified by the Administrator is regulated under one or more of the following applicable sections.



SHORELINE DESIGNATION AND FLOOD ZONE

The study area includes High Intensity and Urban Conservancy shoreline designations. In addition to the shoreline designations the study area has a history of flooding during high tides, king tides, and storm events. The prevalence of flooding events is expected to increase due to anticipated sea level rise.



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2.9 Market Conditions Assessment

A detailed study of Economic Profile and Capacity Analysis can be found in the Section 06 - Appendix under B - Heartland Economic Profile and Build-able Lands Analysis dated 6th June 2020.

2.9.1 Economic Profile

POPULATION GROWTH

- Current and Historical (Source: Washington OFM) *flag years with annexations
- Foretasted (PSRC Forecasts)
- Overall Port Orchard has added over 3,613 residents since 2010
- The City's growth rates was higher than other Kitsap County communities and the County in part due to annexations.

that of neighboring Bremerton.

- Educational attainment
 - Over one-third (36%) of Port Orchard's population has college degree (Associates, Bachelors or Graduate/Professional). This is five percentage points below Kitsap County as a whole.
 - Just under 10% of the total population of Port Orchard has not graduated high school. This is higher than all the comparison geographies.

FORETASTED POPULATION GROWTH

- Currently available forecasts produced by the Puget Sound Regional Council (PSRC) call for an additional 7,146 residents in Port Orchard by 2040
- Neighboring Bremerton is anticipated to add more than 25,000 new residents during the same time period.

HOUSING INVENTORY IN THE STUDY AREA (ASSESSOR)

- Housing growth in the City
- Number of housing units by Type (single, multifamily, mobile, group quarters)
- Port orchard has added 1,379 housing units inclusive of annexations, since 2010, an average of over 150 units per year

DEMOGRAPHICS

- Composition (family households vs non-family)
- Housing tenure
- Age
- Gender
- Race and ethnicity
 - Port Orchard's population is more racially diverse than Kitsap County
 - Port Orchard, Bremerton and Silverdale share similar levels of racial diversity.
- Household income
 - Port Orchard has a median household income of over \$70,000
 - Port Orchard's median income is slightly lower than the median income for Kitsap County, but exceeds

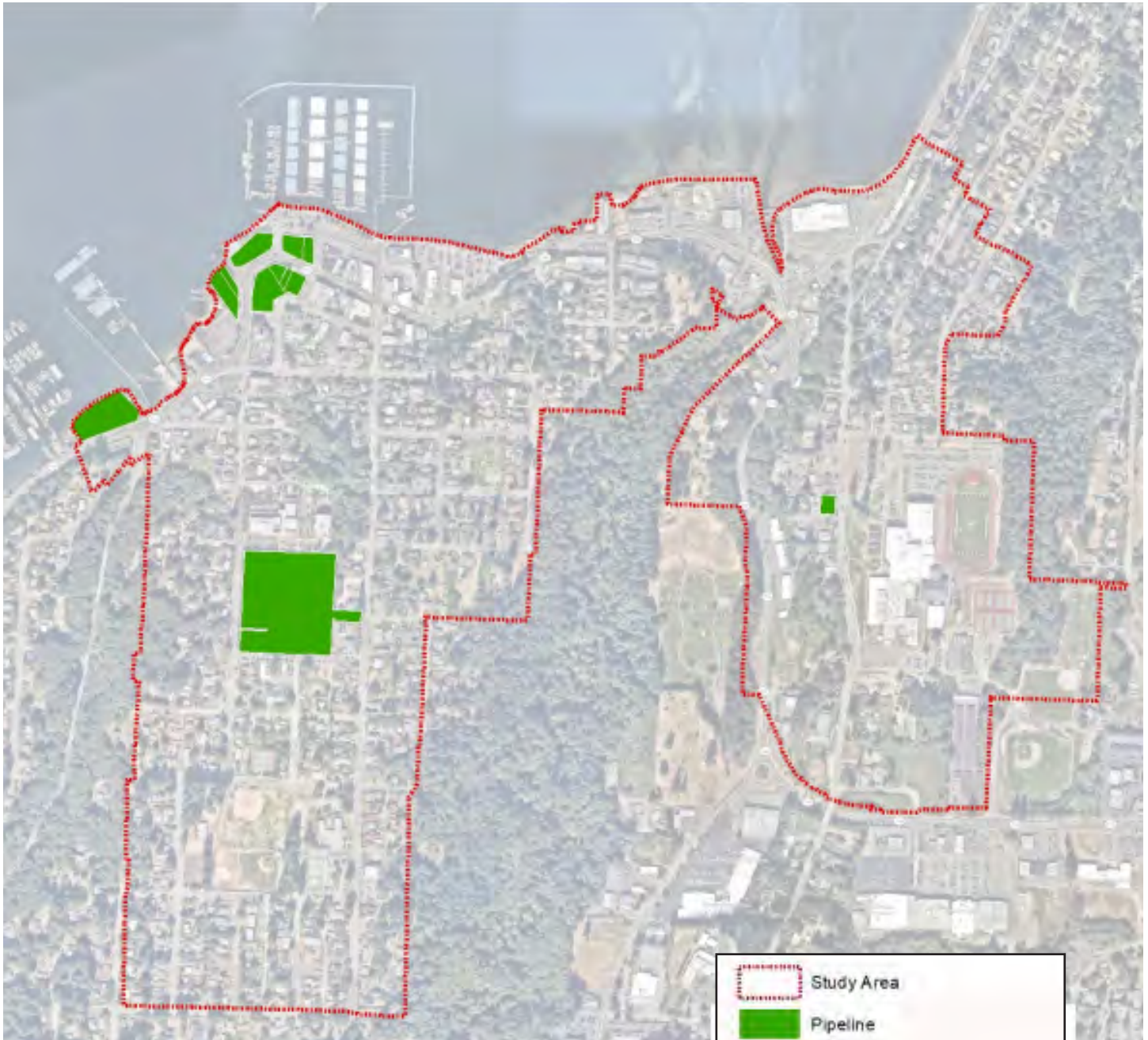
HOUSEHOLD COMPOSITION

- Port Orchard has the highest percentage of family households of the comparison geographies.
- Family households make up to 68% of households in Port Orchard, which is slightly higher than Kitsap County
- Non-family make up almost half of Bremerton household composition.
- Single family housing is the predominant existing land use in the study area (38% of land)
- Single family housing represents 62% of total housing inventory (by unit)
- There are 742 housing units in the study area

2.4.2 Development Pipeline

DEVELOPMENT PIPELINE

The Map Below illustrate the development pipeline, representing projects that are known to be in planning or permitting stages of development. All parcels in the development pipeline were excluded in the gross build-able land area calculations in Step 1.



Development Pipeline

KITSAP BANK CAMPUS MASTER PLAN

Planning for the redevelopment of the existing Kitsap Bank Campus, to revitalize and create a sense of place on the Port Orchard waterfront. Design of the waterfront will capture beautiful views of the surrounding Puget Sound and Olympics. Elements of the redevelopment include a blend of public and private spaces; residential over commercial, office and community centers surrounded by parks and open waterfront spaces. Organic themes are drawn from the natural beauty of the site, incorporating warm woods, stone and natural materials into the architecture and landscape. Mitigation of stormwater is integral to landscape planning and incorporated into the overall site plan in functional and aesthetically pleasing design. The entire project is planned for phased redevelopment.



COUNTY COURTHOUSE

The purpose of the Kitsap County Campus Master Plan is to provide for the expansion of County facilities on the Port Orchard Campus over the next 40+ years. This Plan provides phased development scenarios to en-sure that the County has options for expansion and includes recommended zoning changes to facilitate this expansion. This Plan offers suggestions for design guidelines that the City and community may want to pursue in order to further shape future public and private development.

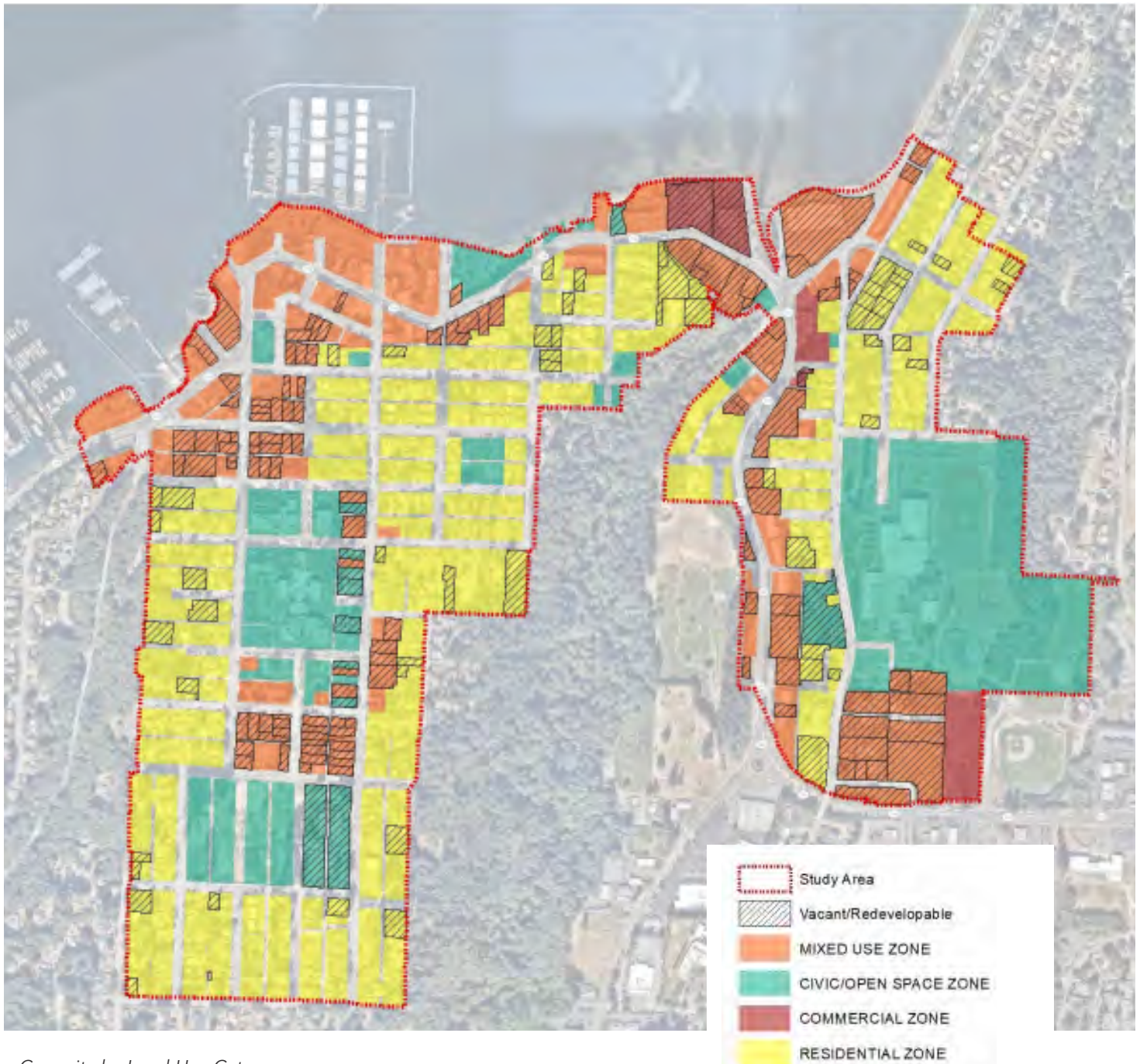


429 BAY STREET

The development of a mixed-use building located at 429 Bay Street consisting of 39 residential units, 500 square feet of commercial space with enclosed parking provided on the ground.

2.4.3 Exiting Buildable Lands

The map below, highlight both the net vacant and redevelopable lands along with the planned development pipeline. These maps indicate where future development capacity is located within the Study Area.



Capacity by Land Use Category



Capacity by Vacant and Redevelopable Land

2.4.3 Build-able Lands

BUILDABLE LAND AREA

The gross buildable land area is the sum of all land area for all parcels meeting one or more of the criteria listed to the right. This does not include existing public right of way which accounts for approximately 85 acres of land within the Study Area. Certain parcels were excluded from this calculation to improve the accuracy of the analysis (see Parcel Exclusions).

City of Port Orchard Review. In addition, the City of Port Orchard conducted a detailed review of the study area to inform designation of vacant and redevelopments parcels and to better reflect known parcel level conditions in the City.

PARCEL EXCLUSIONS

Properties with zero total assessed value were manually reviewed for ownership, land use and were visually inspected. Properties that were significantly improved or public facilities, including city owned beach-front parks, were excluded. All the parcels in the pipeline were also excluded including the current phased expansion of the County Courthouse. The development capacity in the pipeline is re-incorporated in Step 3c.

Examples of Exclusions:

- Government Services (Prop Class)
- Parks (Prop Class)
- Cemeteries
- Educational Services
- Utilities
- Condominiums

GROSS BUILDABLE LANDS CRITERIA

VACANT

Using data from the Kitsap County Assessor, this analysis identifies vacant parcels using the assessed values of the improvements. Lots with zero improvement value are then compared against other factors such ownership and property class descriptions to determine vacancy.

UNDERUTILIZED

Using Kitsap County Assessor data, this analysis calculates an improvement ratio by dividing the assessed improvement value by the total assessed value. This ratio of assessed improvement value to total assessed value is a commonly

used indicator for a property's level of improvement. A ratio less than 0.5 indicates the land is worth more than the improvements. This analysis uses an improvement ratio of 0.5 as the threshold. Any parcels with an improvement ratio under this threshold are considered underutilized.

SINGLE-FAMILY

Any Single-Family use, as defined by assessor property class field, in a high-density base-zone, is deemed to be redevelopable.

2.4.4 Market Yield Assessment

FUTURE CAPACITY SCENARIO ANALYSIS

Using the zoning assumptions and FAR ranges, the analysis leverages variation in development densities to simulate different market conditions impacting the range of capacity across the subarea. The three scenarios, presented to the right, reflect the following:

> The impact of surface versus structured parking on capacity -- serving as a reflection of different market conditions (for example, structured parking would require more favorable market conditions).

> The concentration of commercial development as a standalone product as well as a share of mixed-used developments.

> The overall range of capacity within the subarea.

The tables on the following page (Exhibit 49-51) provide details on each scenario in terms of assumptions for the proportion of structured versus surface parking and the proportion of commercial uses in mixed-use development. A detailed breakdown of FAR assumptions by zone and scenario is provided in the appendix.

Scenario 1: Baseline Capacity

- Mostly residential development
- Standalone commercial development only in commercial only zones. Some commercial incorporated into mixed-use developments
- Majority surface parking meaning lower density development

Scenario 2: High Capacity, Residential Heavy

- Mostly residential development
- Standalone commercial development only in commercial only zones. Some commercial incorporated into mixed-use developments.
- Majority structured parking, meaning higher density development

Scenario 3: High Capacity Commercial Heavy

- More balanced mix of residential and commercial
- Some standalone commercial development in mixed-use zones plus commercial development in commercial only zone. Increased commercial incorporated into mixed-use developments
- Majority structured parking meaning higher density development

Exhibit 49. FAR Allocation Assumed in Zones Permitting Commercial & Residential Building Forms for Each Scenario

Scenarios	Commercial Only		Residential Mixed-Use	
	Structured Parking	Surface Parking	Below Grade Parking	Surface Parking
1 - Baseline	0%	0%	25%	75%
2 - High Capacity, Res Heavy	0%	0%	75%	25%
3 - High Capacity, Comm Heavy	10%	10%	60%	20%

Exhibit 50. FAR Allocation Assumed in Zones Permitting Only Commercial Building Forms for Each Scenario

Scenarios	Commercial Only	
	Structured Parking	Surface Parking
1 - Baseline	25%	75%
2 - High Capacity, Res Heavy	75%	25%
3 - High Capacity, Comm Heavy	70%	30%

Exhibit 51. Commercial Use & Res Uses permitted

BASE ZONES	Commercial Capacity Percent (%) Of Total By Base Zone		
	SCENARIO 1	SCENARIO 2	SCENARIO 3
NMU	5%	5%	24%
CMU	25%	25%	40%
DMU	25%	25%	40%
GMU	25%	25%	40%
BPMU	20%	20%	36%
CC	25%	25%	40%
CH	100%	100%	100%
CI	100%	100%	100%

2.4.5 Baseline Assessment

SCENARIO 1 - BASELINE CAPACITY

The Baseline Capacity scenario more closely reflects near term market conditions in Port Orchard. In this scenario housing is the predominant highest and best use in mixed use zones. In addition, a large majority of development is assumed to be surfaced park, thus reducing overall densities achieved.

- Mostly residential development
- Standalone commercial development only in zones prohibiting residential building form.
- Some commercial incorporated into mixed use developments.
- Majority surface parking meaning lower density development.

CATEGORY/ZONE	Net Developable Area (Acre)	Commercial Capacity (SF)	Residential Capacity (SF)	Residential Capacity (Units)
CIVIC AND OPEN SPACE	3.5	351,400	0	0
RESIDENTIAL ZONES	7.9	0	UKN	120
COMMERCIAL ZONES	2.6	65,200	0	0
MIXED USE	20.5	206,200	566,200	954
TOTAL with Pipeline	34.5	622,800	566,200	1,074
<i>Pipeline</i>	<i>11.2</i>	<i>347,000</i>	<i>NA</i>	<i>246</i>
<i>Total without Pipeline</i>	<i>23.3</i>	<i>275,800</i>	<i>566,200</i>	<i>828</i>

Scenario 1 Table

SCENARIO 2 - RESIDENTIAL FOCUS

The High Capacity ,Residential Heavy capacity scenario reflects more favorable economic conditions in Port Orchard and the broader Kitsap County market area. In this scenario housing is still the predominant highest and best use in mixed use zones. Alternatively, a larger proportion of development is assumed to incorporate structured parking, thus increasing overall densities achieved.

- Mostly residential development
- Standalone commercial development only in commercial only zones. Some commercial incorporated into mixed use developments.
- Majority structured parking meaning higher density developments

CATEGORY/ZONE	Net Developable Area (Acre)	Commercial Capacity (SF)	Residential Capacity (SF)	Residential Capacity (Units)
CIVIC AND OPEN SPACE	3.5	362,900	0	0
RESIDENTIAL ZONES	7.9	0	UKN	120
COMMERCIAL ZONES	2.6	92,100	0	0
MIXED USE	20.5	278,600	800,900	1,247
TOTAL with Pipeline	34.5	733,600	800,900	1,367
<i>Pipeline</i>	<i>11.2</i>	<i>347,000</i>	<i>NA</i>	<i>246</i>
<i>Total without Pipeline</i>	<i>23.3</i>	<i>386,600</i>	<i>800,900</i>	<i>1,121</i>

Scenario 2 Table

SCENARIO 3 - MIXED-USE FOCUS

The High Capacity , Commercial Heavy capacity scenario reflects more favorable economic conditions in Port Orchard and broader Kitsap market area, with an emphasis on commercial and office development. In this scenario a significant share of development in mixed use zones is assumed to be commercial. As in Scenario 2, a larger proportion of development is assumed to incorporate structured parking, thus increasing overall densities achieved.

- More balanced mix of residential and commercial
- Some standalone commercial development in mixed use zones plus commercial development in commercial only zone. Increased commercial incorporated into mixed use developments.
- Majority structured parking meaning higher density development

CATEGORY/ZONE	Net Developable Area (Acre)	Commercial Capacity (SF)	Residential Capacity (SF)	Residential Capacity (Units)
CIVIC AND OPEN SPACE	3.5	361,800	0	0
RESIDENTIAL ZONES	7.9	0	UKN	120
COMMERCIAL ZONES	2.6	89,400	0	0
MIXED USE	20.5	418,200	596,155	991
TOTAL with Pipeline	34.5	869,400	596,155	1,111
<i>Pipeline</i>	<i>11.2</i>	<i>347,000</i>	<i>NA</i>	<i>246</i>
<i>Total without Pipeline</i>	<i>23.3</i>	<i>522,400</i>	<i>596,155</i>	<i>865</i>

Scenario 3 Table

EXISTING CONDITIONS

Development Scenarios with Subarea Plan Recommendations	Study Area (acres)	Commercial (square footage)	Residential (square footage)	Residential (units)
Existing	329	761,645	n/a	742

*Note: All scenarios include assumed development pipeline projects.

EXISTING ACTIVITY UNITS

Development Scenarios	Total Population	Covered Employment	Residential Units	Activity Units / Acre	Activity Units Dedicated to Housing	Activity Units Dedicated to Employment
Existing	1,806	2,150	742	12	46%	54%

- Population, employment and existing activity units provided by PSRC.
- Activity units calculated as total population + employment / 329 acres

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Subarea Plan Goals and Vision and Alternatives

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3.1 Proposed Alternatives

Approach

The proposed design concepts are a single vision for achieving the broader goals outlined in this subarea plan. In the downtown areas, this includes promoting a vibrant walkable community that showcases the City's waterfront. In the County Government Campus planning area and the uphill neighborhood the plan incorporates planned expansion at the county campus, provides development flexibility along the Sidney and Cline arterials, and preserves residential areas throughout most of the neighborhood. Due to existing neighborhood constraints and the absence of large tracts of developable land the alternatives are based on a single concept plan. The distinction between each alternative is whether the assumed program of future development will consist primarily residential and standalone commercial or if it will have greater vertical mixed-use development.

Alternatives

Alternative 1 - No Action

No action would be taken to adopt new development policies. The existing Downtown and County Campus Centers would each be retained in their present configurations; no combination or expansion of these subareas would take place; no changes to zoning or other land use regulations would be made. The capacity assumed in this alternative assumes that development will still occur, but at a density similar to existing conditions with very limited structured or below-grade parking.

Alternative 2 - Residential Focus

This alternative assumes a mostly residential development with commercial development only occurring in standalone buildings in nonresidential zones. The maximum building height and densities would see limited increases in locations with minimal view impacts. The alternative assumes a greater mix of structured parking to achieve greater density than the existing baseline development patterns. Potential zoning changes would focus on increasing residential capacity in existing commercial zones.

Alternative 3 - Mixed-Use Focus

This alternative assumes an increase in mixed-use residential, commercial retail, and office development. The maximum building height and densities would see limited increases in locations with minimal view impacts. The alternative assumes greater mix of structured parking to achieve greater density than the existing baseline development patterns. Potential zoning changes would focus on increasing residential capacity in both existing commercial and residential zones.

ALTERNATIVE 1 - NO ACTION BASELINE

CATEGORY/ZONE	Net Developable Area (Acre)	Commercial Capacity (SF)	Residential Capacity (SF)	Residential Capacity (Units)
CIVIC AND OPEN SPACE	3.5	351,400	0	0
RESIDENTIAL ZONES	7.9	0	UKN	120
COMMERCIAL ZONES	2.6	65,200	0	0
MIXED USE	20.5	206,200	566,200	954
TOTAL with Pipeline	34.5	622,800	566,200	1,074
Pipeline	11.2	347,000	NA	246
Total without Pipeline	23.3	275,800	566,200	828

ALTERNATIVE 2 - RESIDENTIAL FOCUS

CATEGORY/ZONE	Net Developable Area (Acre)	Commercial Capacity (SF)	Residential Capacity (SF)	Residential Capacity (Units)
CIVIC AND OPEN SPACE	3.5	362,900	0	0
RESIDENTIAL ZONES	7.0	0	UKN	102
COMMERCIAL ZONES	0.0	0	0	0
MIXED USE	24.8	310,600	1,010,100	1,509
TOTAL with Pipeline	35.4	673,500	1,010,100	1,610
Pipeline	11.2	347,000	NA	246
Total without Pipeline	24.2	326,500	1,010,100	1,364

ALTERNATIVE 3 - MIXED-USE FOCUS

CATEGORY/ZONE	Net Developable Area (Acre)	Commercial Capacity (SF)	Residential Capacity (SF)	Residential Capacity (Units)
CIVIC AND OPEN SPACE	3.5	361,800	0	0
RESIDENTIAL ZONES	7.0	0	UKN	102
COMMERCIAL ZONES	0.0	0	0	0
MIXED USE	24.8	486,800	752,283	1,186
TOTAL with Pipeline	35.4	848,600	752,283	1,288
Pipeline	11.2	347,000	NA	246
Total without Pipeline	24.2	501,600	752,283	1,042

Summary of Changes from Buildable Lands Baseline Capacity Analysis

- Proposed land use changes including: proposed zoning changes and height increases.
- Additional buildable land assumptions due to zoning changes and assume redevelopment areas. See updated buildable lands map in section 3.3.
- Proposed required parking modifications.

Ref: Document of City of Port Orchard Downtown Subarea Plan - Economic Profile and Capacity Analysis prepared by Heartland Group, May 14th, 2020

ALTERNATIVE COMPARISON

Development Scenarios with Subarea Plan Recommendations	Net Developable Area (acres)	Commercial Capacity (square feet)	Residential Capacity (square feet)	Residential Capacity (units)
Existing	-	761,645	n/a	742
Alternative 1 - No Action	34.5	622,800	566,200	1,074
Alternative 2 - Residential Focus	35.4	673,800	1,010,100	1,610
Alternative 3 - Mixed-Use Focus	35.4	848,600	752,283	1,288

*Note:

All scenarios include assumed development pipeline projects.

Alternatives show new proposed development

ACTIVITY UNITS SUMMARY

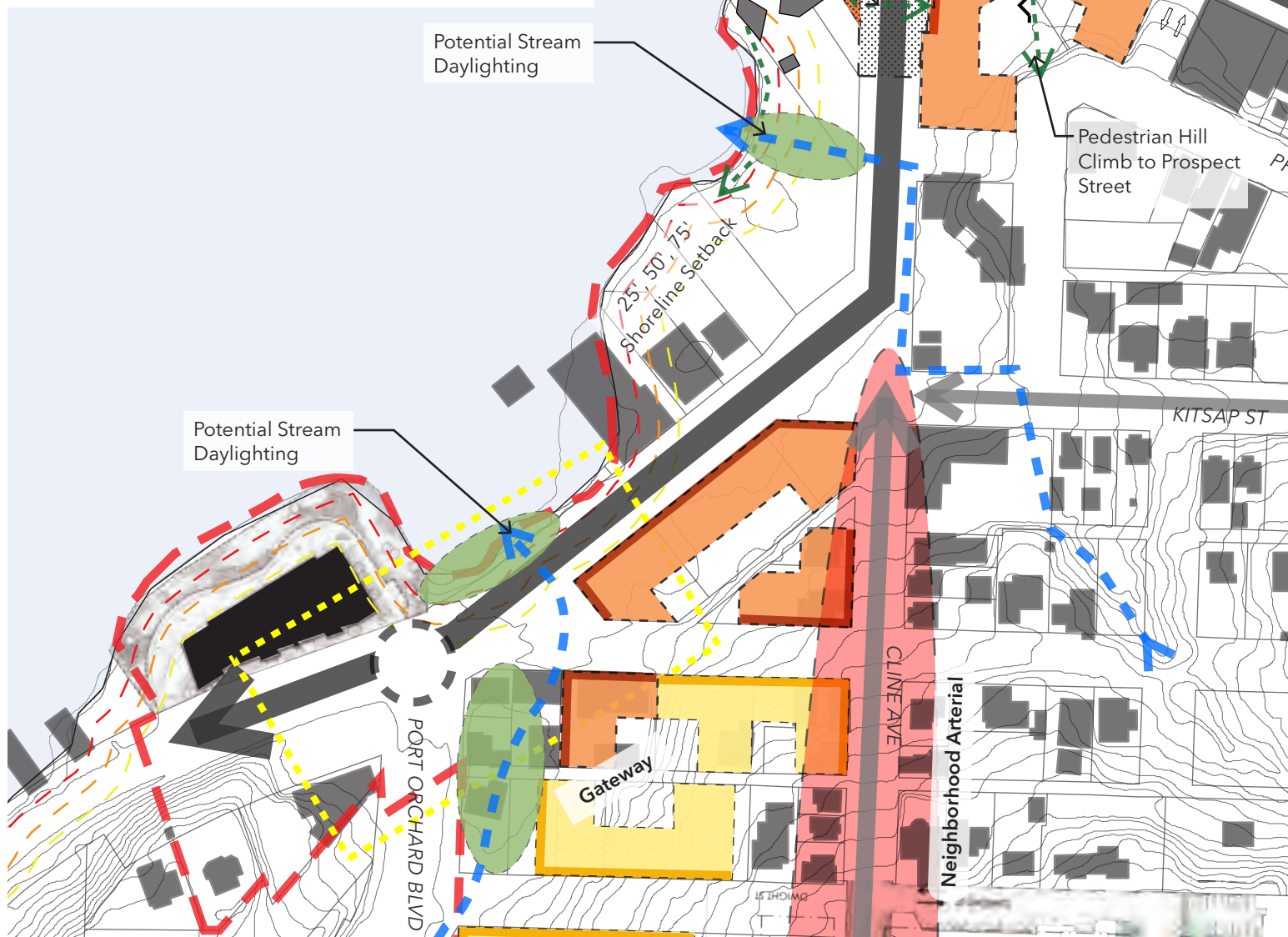
Development Scenarios	Total Population	Covered Employment	Residential Units	Activity Units / Acre	Activity Units Dedicated to Housing	Activity Units Dedicated to Employment
Existing	1,806	2,150	742	12	46%	54%
Alternative 1	4,051	3,396	1,074	23	54%	46%
Alternative 2	4,663	3,617	1,610	26	60%	40%
Alternative 3	4,128	3,889	1,288	25	54%	46%

- Total Population assumes 2.09 persons per unit per Washington's Office Financial Management 2020.
- Employment assumed 1 employee per 500 sf of commercial development.
- Activity units calculated as total population + employment / 329 acres

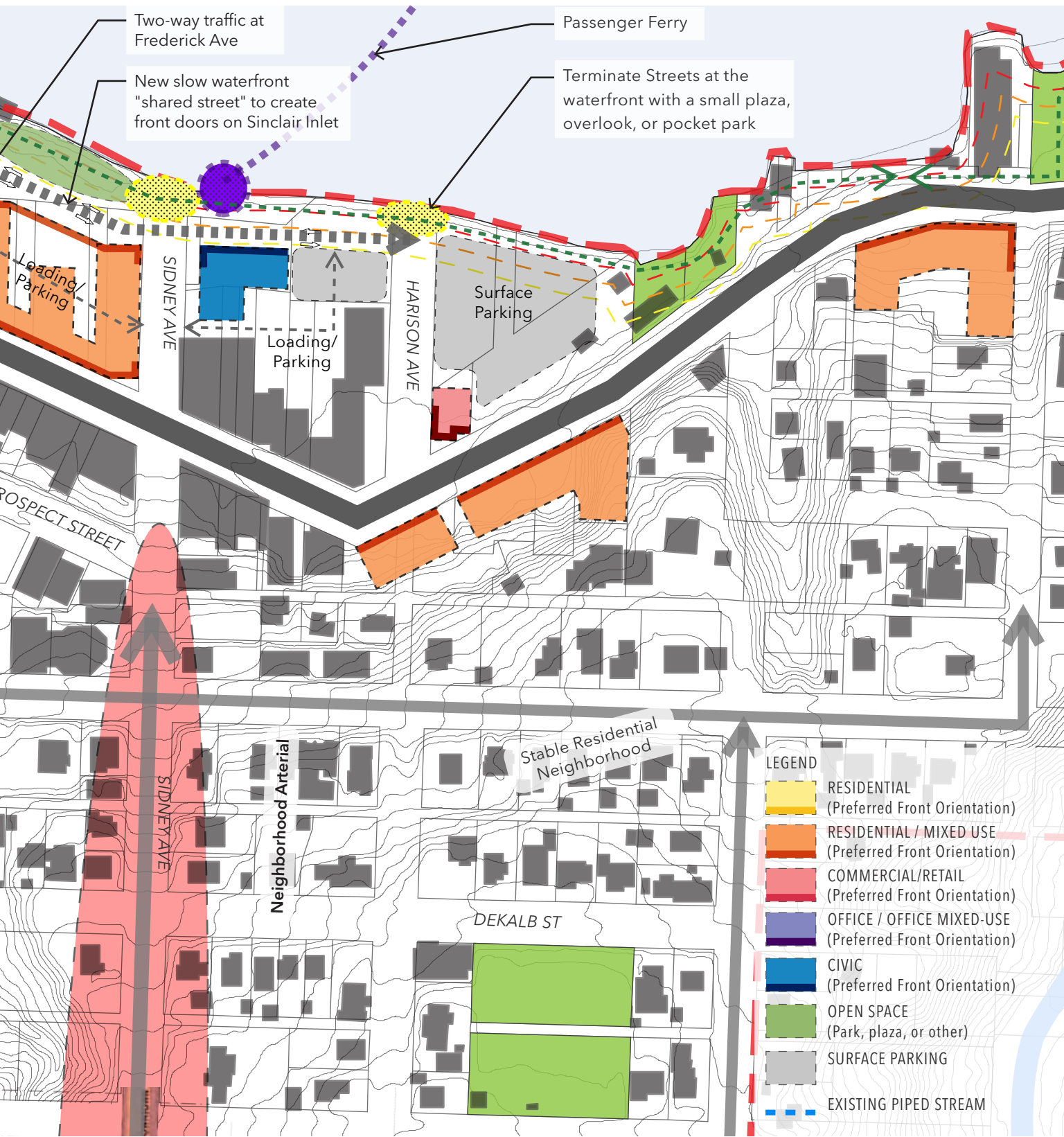
3.2.1 West Downtown Planning Area

PLANNED ACTION REDEVELOPMENT AREA

West Downtown is Port Orchard's current and historical cultural, civic, and recreational hub of the community. The area includes a mix of land uses, including Port Orchard's City Hall and public library, numerous retail and service businesses, a marina and ferry dock, public parking, and a waterfront park and trail. With access from the water and from state highways 3 and 16, it remains the City's primary center for community events and activities. Anticipated future development includes the South Kitsap Community Events Center and a new Kitsap Bank headquarters as part of a larger mixed-use development. The concept plan works to balance historic preservation, environmental restoration, and economic improvement.

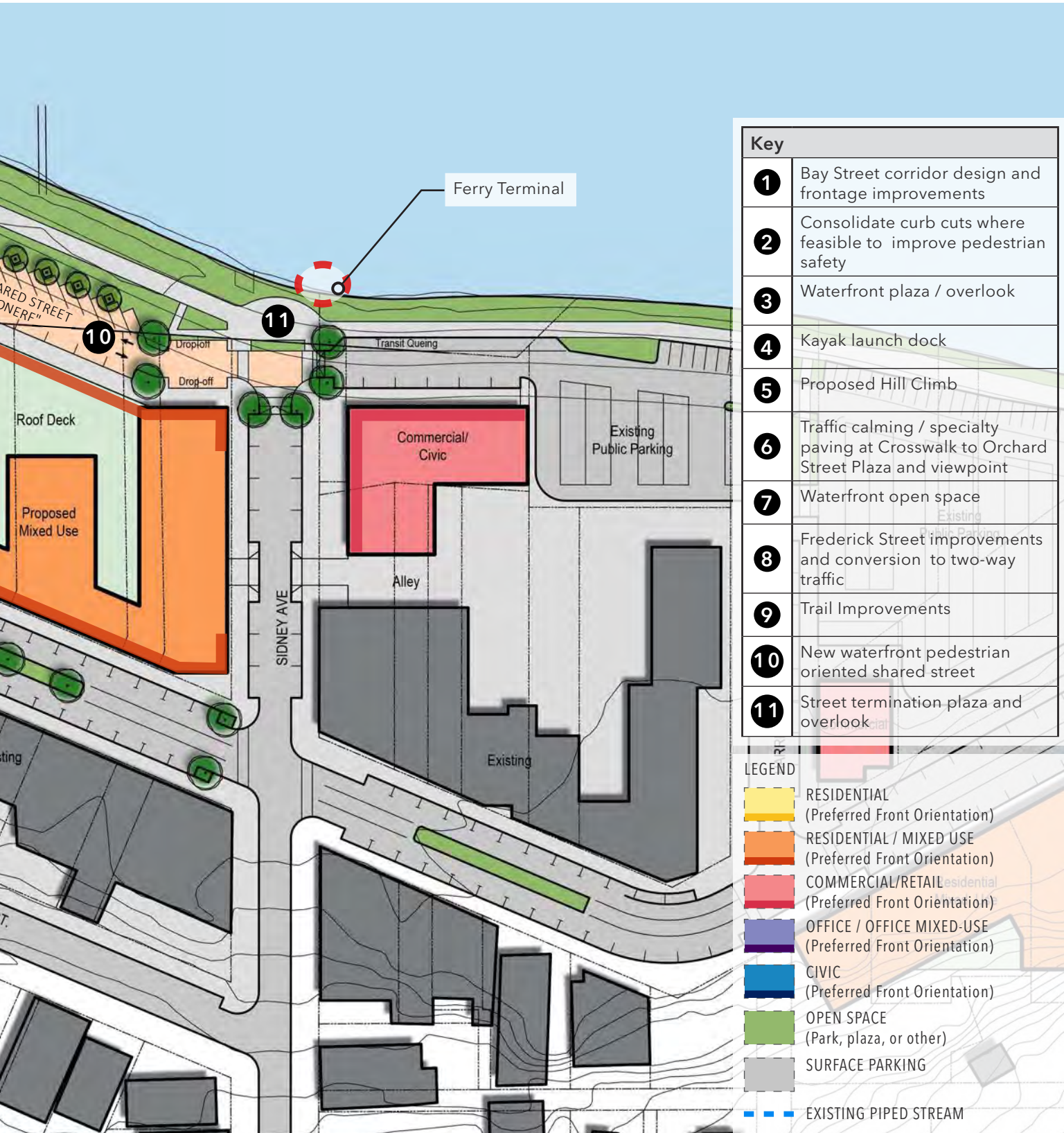


East Downtown - Redevelopment Concept Plan Diagram





East Downtown - Redevelopment Concept Plan

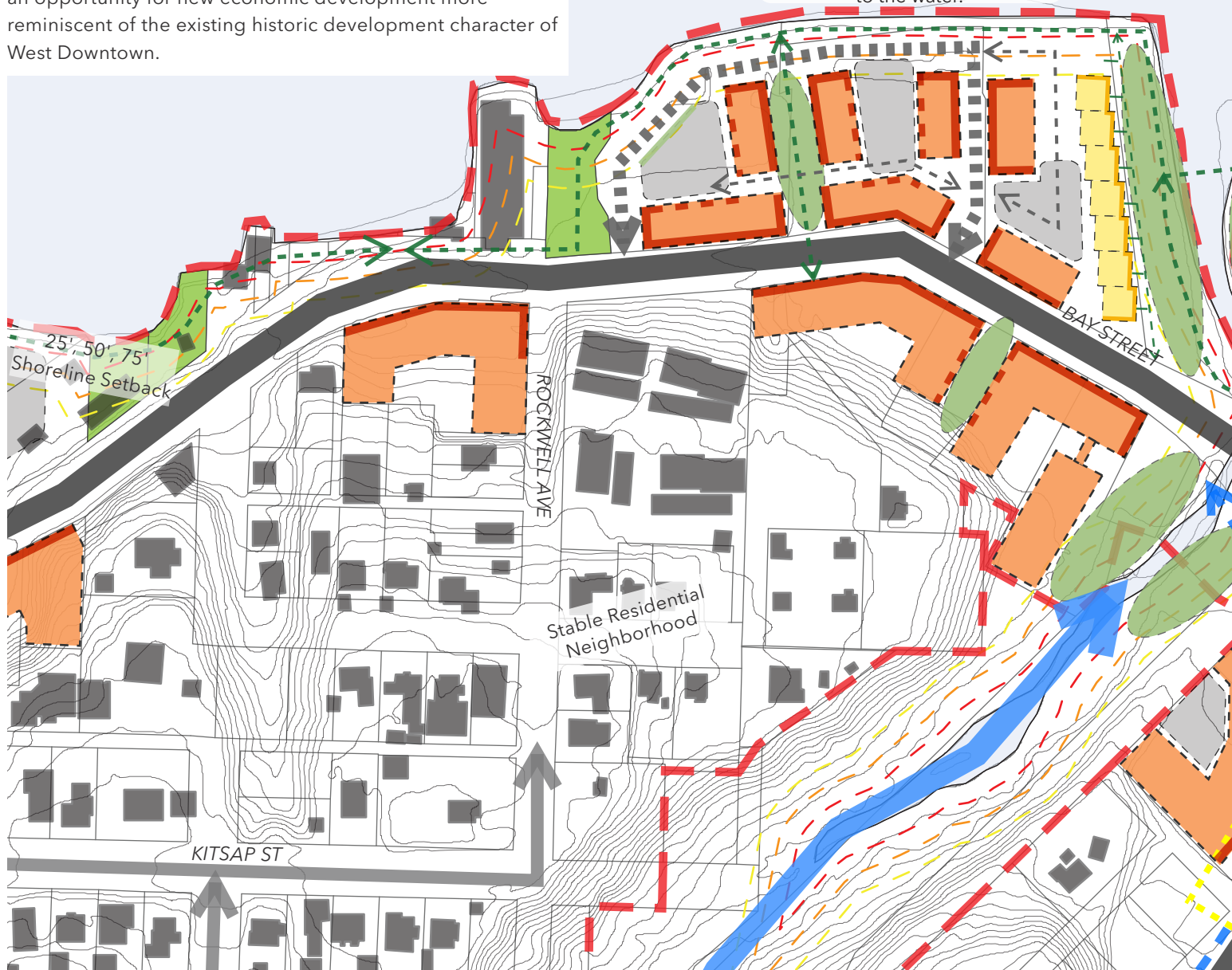


1" = 100'

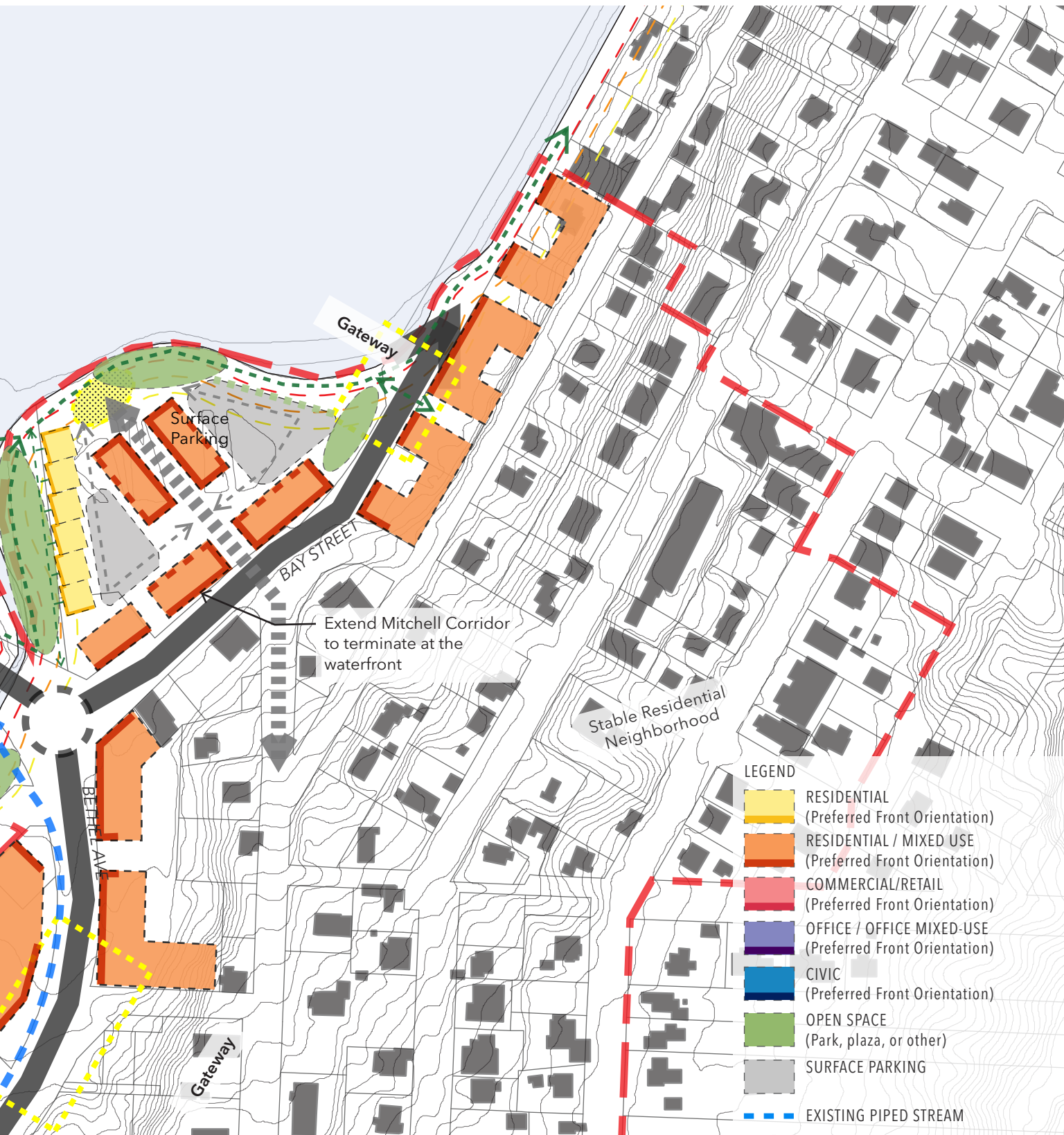
3.2.2 East Downtown Planning Area

PLANNED ACTION REDEVELOPMENT AREA

The East Downtown is geographically separated from the West Downtown and was developed later with a more auto-centric development pattern. This area includes a mix of commercial uses primarily on larger parcels fronting Bay Street or Bethel Ave. WSDOT is currently in the process of redesigning the Bay and Bethel intersection to replace the current signal with a new round-about. The concept plan strives to break-down the scale of existing large sites to provide a more walkable land-use pattern. Large surface parking lots and many vacant properties provide an opportunity for new economic development more reminiscent of the existing historic development character of West Downtown.



East Downtown - Redevelopment Concept Plan Diagram



3.2.3 County Government Campus Planning Area

PLANNED ACTION REDEVELOPMENT AREA

The Kitsap County Government campus is Port Orchard's largest employer. The Port Orchard Blvd and Blackjack Creek valleys, along with the historic steep shoreline isolates this part of the Center from Downtown and inhibits accessible pedestrian connections. Sidney and Cline Ave act as neighborhood arterials providing vehicle and transit access between Highway 16 and the downtown.

Kitsap County is currently developing a phased development for the expansion of County facilities within the City of Port Orchard over the next 40 years. The County Campus expansion is currently anticipated to occur over five phases. The anticipated scope of development was included within the pipeline projects analyzed as part of this plan.

The subarea plan encourages development to occur along the existing Sidney and Cline arterial corridors. Neighborhood mixed-use zoning is proposed to be expanded across the street from the County Campus to provide a buffer or transition between the County Government Campus and established single-family neighborhoods. Note that neighborhood mixed-use allows for both single family and small-scale or less intense commercial uses.



Existing County Government Campus



Kitsap County Government Campus Planning Area - Redevelopment Concept Plan Diagram

3.3 Land Use and Housing

LAND USE INTRODUCTION

The primary land use designations within the study area is medium-density residential and Commercial Mixed-use, however the study area includes nearly all zoning designations. The study area also includes two large public facilities campuses, the Kitsap County Campus and South Kitsap High School. Within the individual study areas the West Downtown contains the historic City main-street.

LAND USE AND HOUSING GOALS

Goal LUH - 01

Develop a land use pattern that is environmentally sustainable and economically vibrant and accommodates additional housing and businesses.

Goal LUH - 02

Encourage increased development in the center and along existing primary circulation corridors to create vibrant walkable neighborhoods.

Goal LUH - 03

Ensure that proposed new development largely maintains existing views.

Goal LUH - 04

Transform the existing East Downtown from a largely car dominant development pattern to an extension of the existing walkable downtown West Downtown area.

Goal LUH - 05

Ensure that future residential development protects and restores natural ecosystems and critical areas, including wetlands, streams and wildlife habitats.

LAND USE POLICIES

Policy LUH - 01

Revise the existing Comprehensive Plan Center boundaries to establish a new Downtown Center that reflects this subarea plan boundary.

Policy LUH - 02

Rezone parcels along Cline and Sidney Avenue from R2 to Neighborhood Mixed-use to provide a moderate increase in development and provide a transition to the residential zones.

Policy LUH - 03

Extend the varied block frontage designation along Cline Street from Kitsap Street to Kendall Street.

Policy LUH - 04

Revise frontage requirements along the new waterfront street and in the East Downtown to reflect the proposed concept design plan.

Policy LUH - 05

Rezone the Commercial Heavy Parcels in the East Downtown to Commercial Mixed-use (CMU).

Policy LUH - 06

Rezone the Commercial Mixed-use Parcels on the east side of Bethel between Dekalb Street to Mile Hill Drive from Commercial Mixed-use (CMU) Corridor to Gateway Mixed-use (GMU).

Policy LUH - 07

Allow for buildings up to 5-stories on the east side of Bethel between Dekalb Street to Mile Hill Drive.

Policy LUH - 08

Modify the Downtown Height Overlay District as follows:

- Allow the building height for new development along Bay Street to be measured from the future road elevation consistent with Sea level rise contemplated in the Shoreline Master Plan.
- Amend 20.38.640 (1) as follows:
(1) DHOD Height Zones Established. Within the DHOD as shown on the zoning map, there are three different DHOD height zones with height limits established as follows:
(a) DHOD 3: 48 feet – three stories.
(b) DHOD 4: 58 feet – four stories.
(c) DHOD 5: 68 feet – five stories.
- Amend the height along the block south of Bay Street between Robert Geiger and Frederick to allow 5 stories except within 50 feet of Robert Geiger Street which shall be limited to 4 stories.

Policy LUH - 09

Add an exemption to 20.35.040 to allow the minimum build-to percentage to be decreased (1) if a public pedestrian-oriented open space is provided, if the reduction is no more than what is needed to accommodate the open space, or (2) for public civic buildings (such as a community center or library).

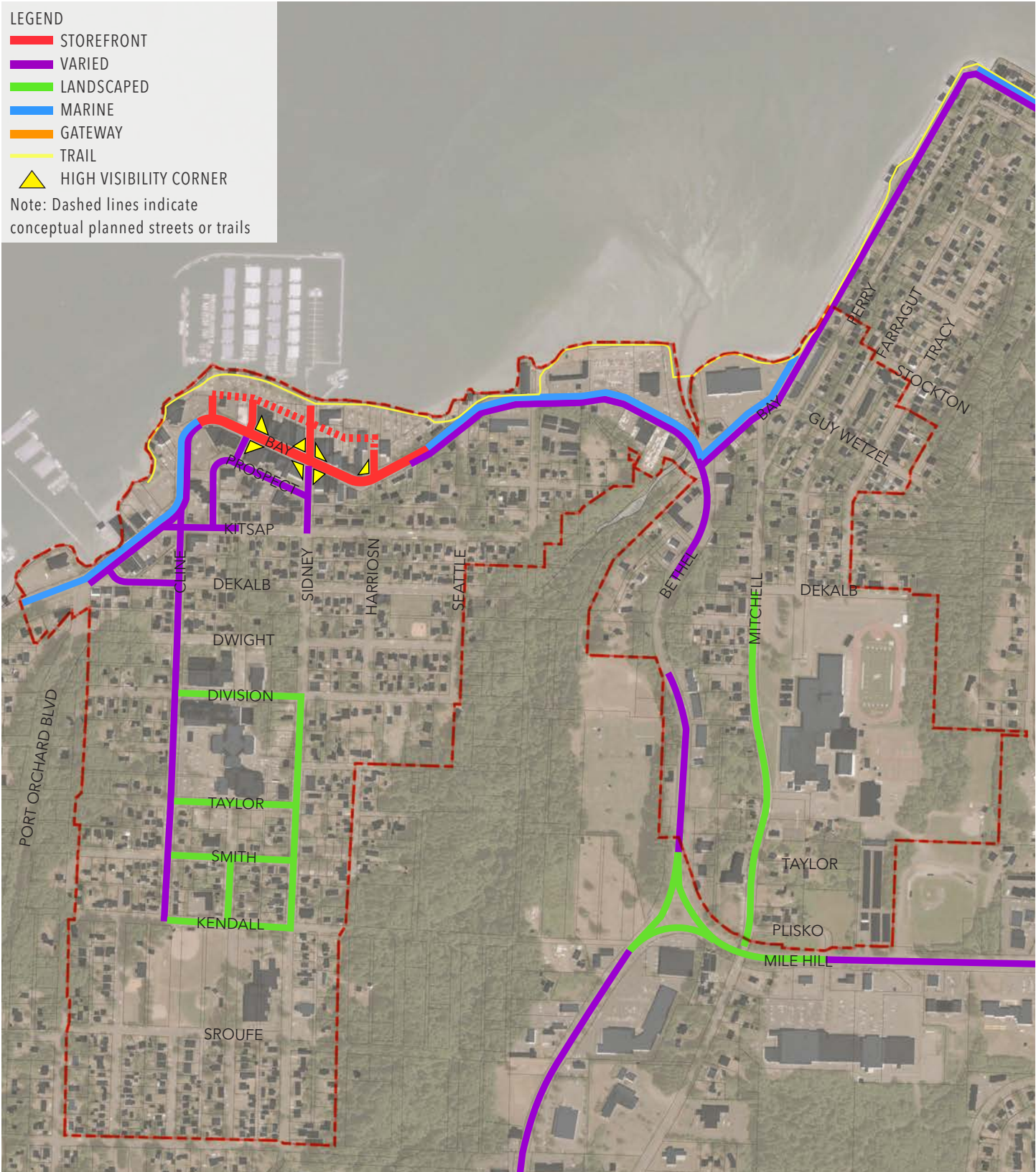
Policy LUH - 10

Support the acquisitions by the County of the needed parcels to implement the county campus expansion plan.



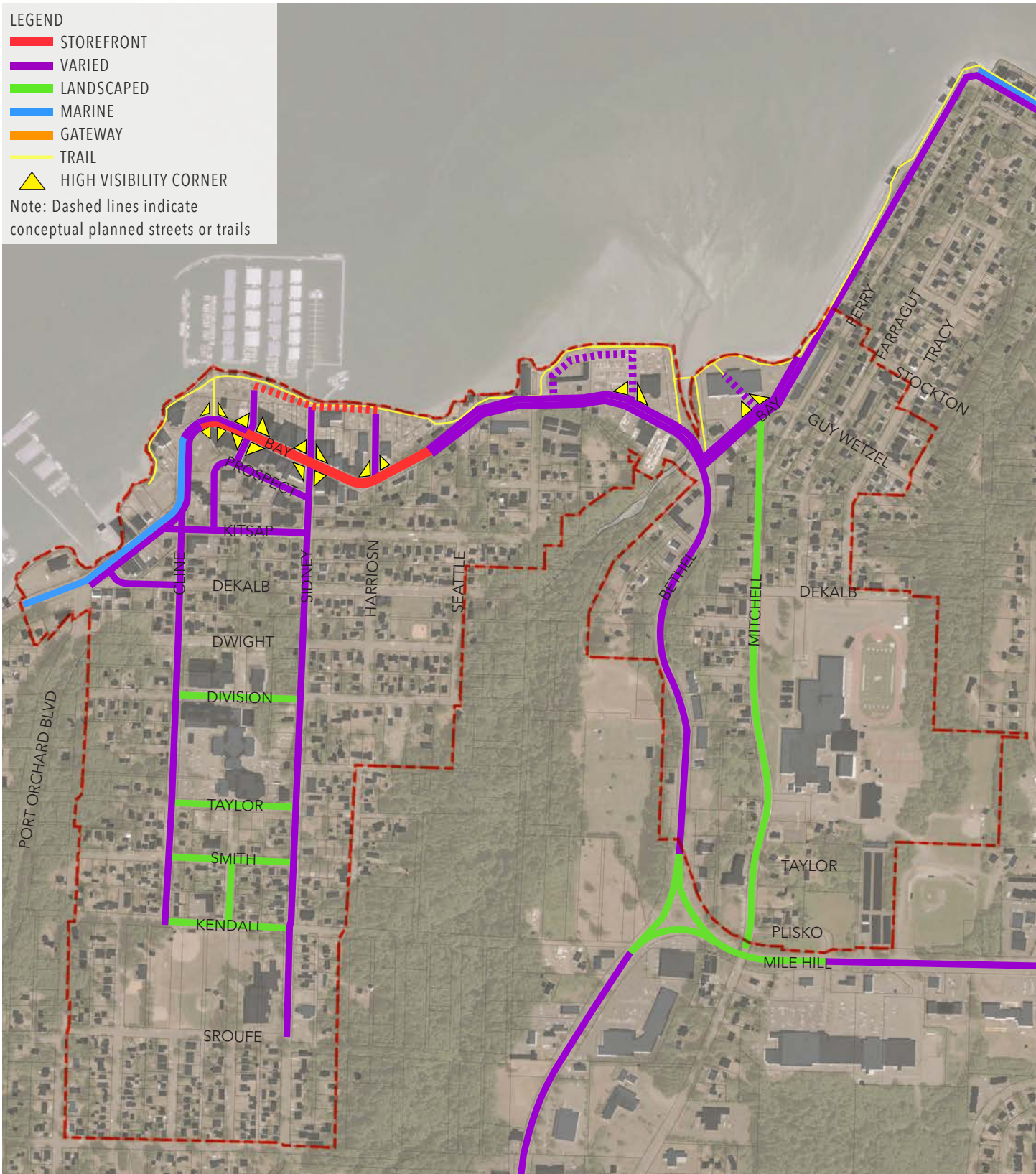
Subarea Plan Boundary





Existing Block Frontage Plan




















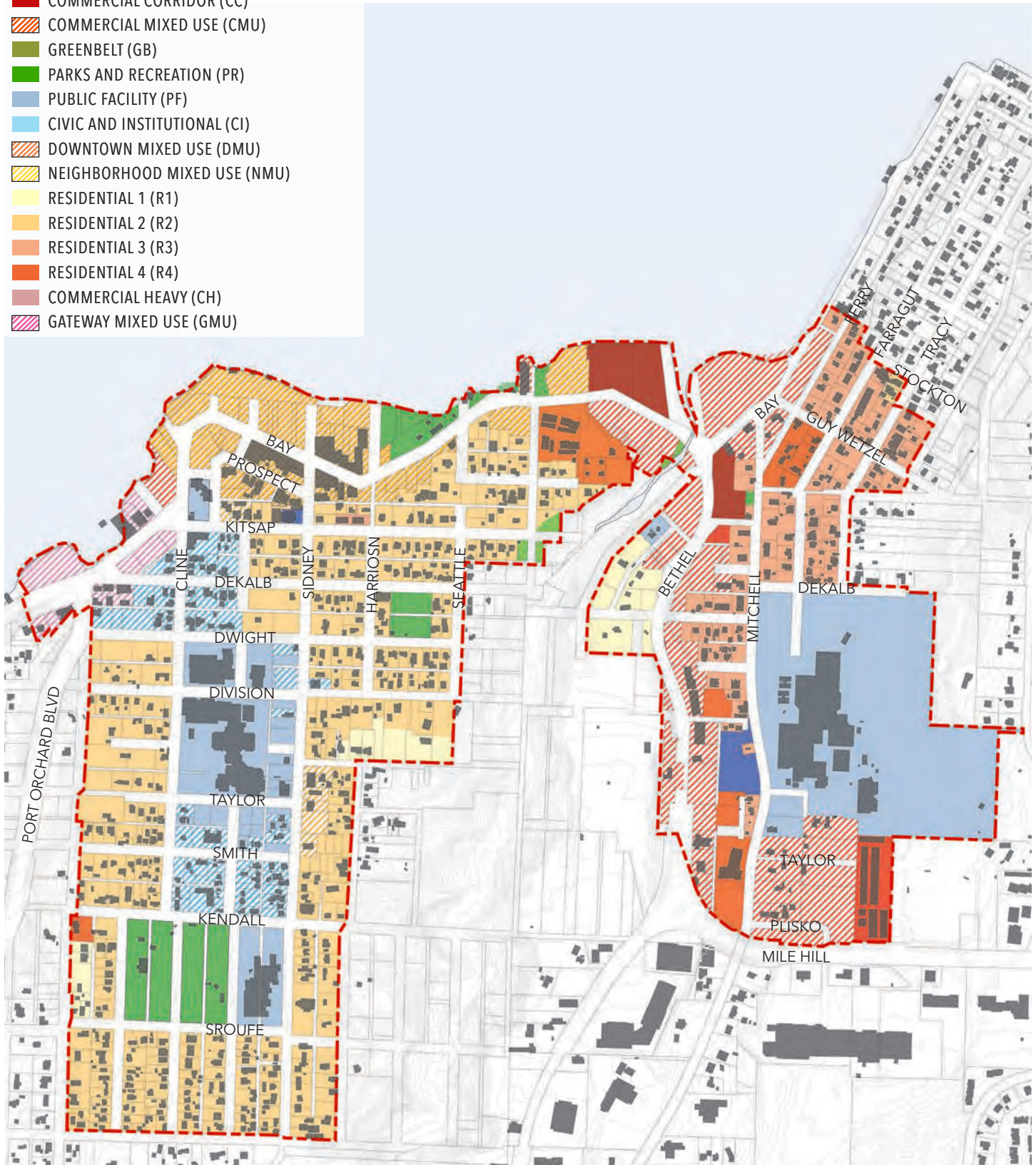
Proposed Block Frontage Plan



SECTION 03 | SUBAREA PLAN

LEGEND

-  BUSINESS PROFESSIONAL MIXED USE (BPMU)
-  COMMERCIAL CORRIDOR (CC)
-  COMMERCIAL MIXED USE (CMU)
-  GREENBELT (GB)
-  PARKS AND RECREATION (PR)
-  PUBLIC FACILITY (PF)
-  CIVIC AND INSTITUTIONAL (CI)
-  DOWNTOWN MIXED USE (DMU)
-  NEIGHBORHOOD MIXED USE (NMU)
-  RESIDENTIAL 1 (R1)
-  RESIDENTIAL 2 (R2)
-  RESIDENTIAL 3 (R3)
-  RESIDENTIAL 4 (R4)
-  COMMERCIAL HEAVY (CH)
-  GATEWAY MIXED USE (GMU)



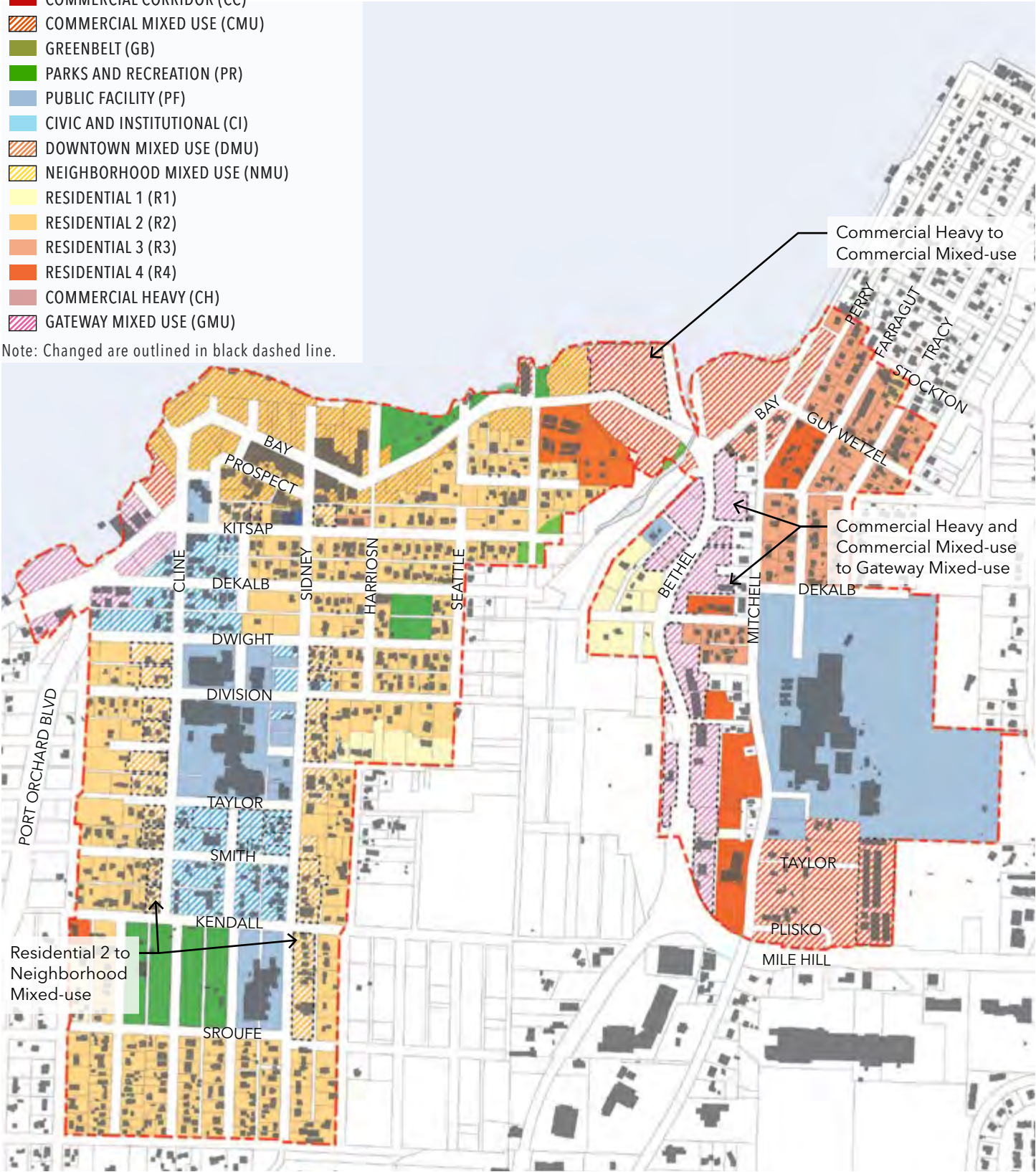
Existing Zoning Map



LEGEND

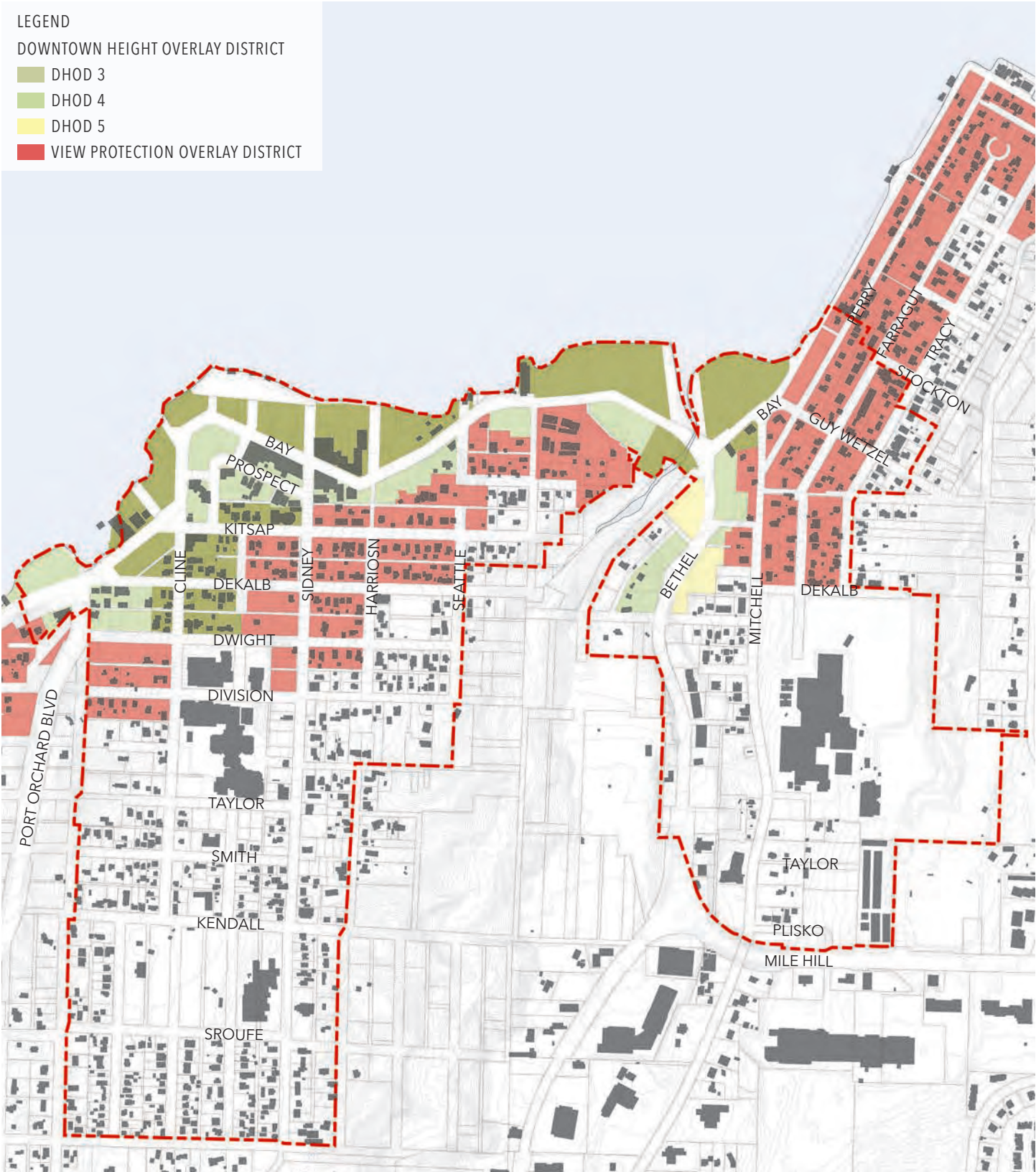
- BUSINESS PROFESSIONAL MIXED USE (BPMU)
- COMMERCIAL CORRIDOR (CC)
- COMMERCIAL MIXED USE (CMU)
- GREENBELT (GB)
- PARKS AND RECREATION (PR)
- PUBLIC FACILITY (PF)
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- DOWNTOWN MIXED USE (DMU)
- NEIGHBORHOOD MIXED USE (NMU)
- RESIDENTIAL 1 (R1)
- RESIDENTIAL 2 (R2)
- RESIDENTIAL 3 (R3)
- RESIDENTIAL 4 (R4)
- COMMERCIAL HEAVY (CH)
- GATEWAY MIXED USE (GMU)

Note: Changed are outlined in black dashed line.

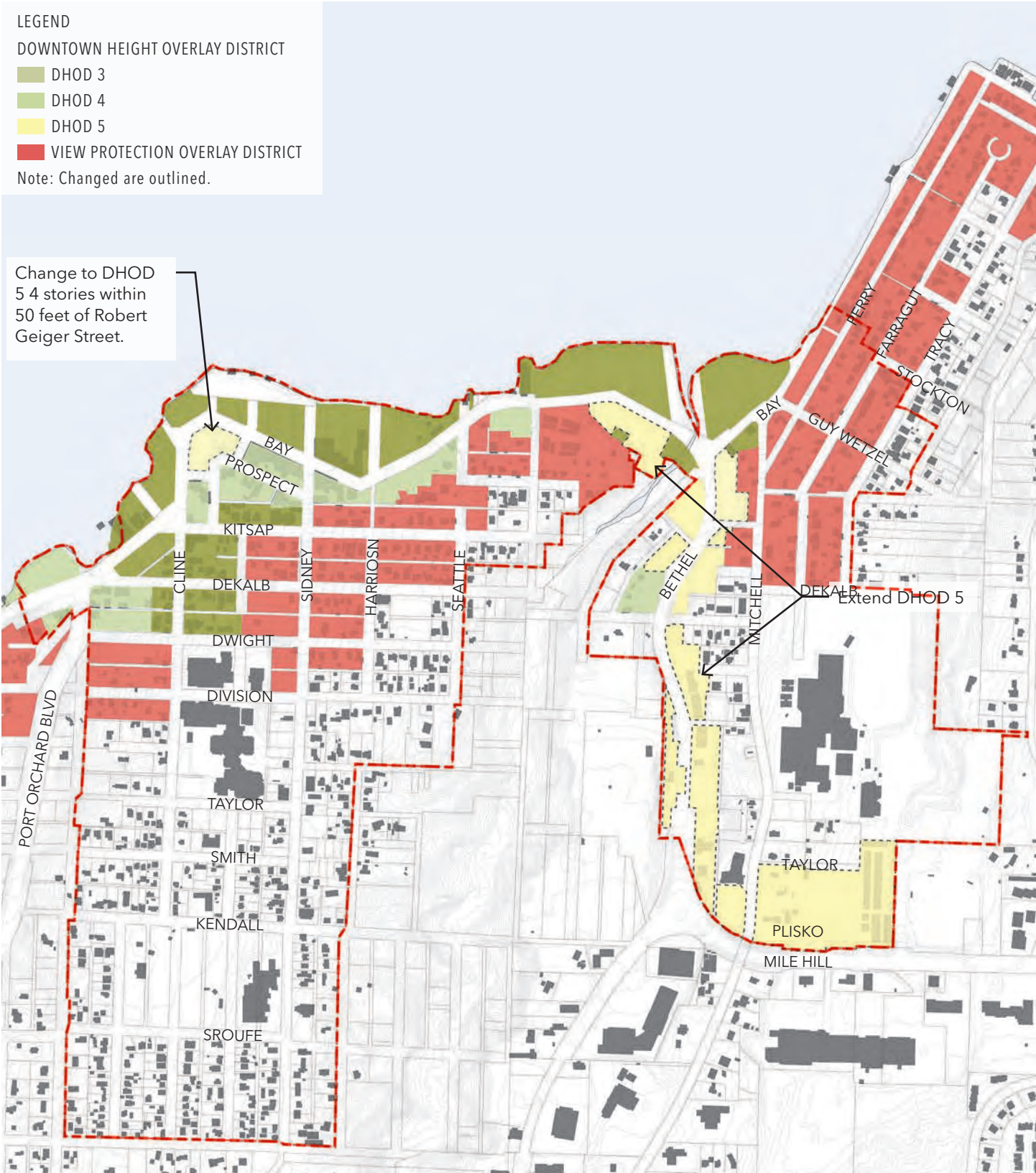


Proposed Zoning Map Adjustments

Encourage development along existing neighborhood arterial corridors. Provide a buffer from commercial to residential areas and preserve established single family neighborhoods.



Existing Height Overlay Map



Proposed Height Overlay Map Adjustments

Encourage development height increases in locations that do not impact existing protected views.





Existing Buildable Lands or Potential Infill Development Map



Updated Build-able Lands or Potential Infill Development Map that incorporates additional lands that were added due to zoning changes or anticipated development included in the subarea plan.

3.4 Environment and Open Space

ENVIRONMENT AND OPEN SPACE OVERVIEW

In addition to multiple public parks the defining Environment and Open Space features in the study area includes the shoreline along Sinclair inlet and numerous historic creek valleys. The existing waterfront includes large tracts of surface parking developed prior to the adoption of the Shoreline Management Act. Environment and Open Space goals strive to both enhance the environment and the public realm for City residents and guests.

ENVIRONMENT AND OPEN SPACE GOALS

Goal EOS - 01

Provide improved public shoreline access and recreational opportunities at the waterfront. The Port Orchard waterfront offers excellent recreational opportunities for fishing, beach walking, wildlife viewing, kayaking and paddle boarding, and more.

Goal EOS - 02

Plan for resiliency and to mitigate flooding during high-tides and as a result of sea-level rise identified in, "PO SMP Sea Level Rise Advisement Report 10-2-2020."

Goal EOS - 03

Consider opportunities to incorporate new open space within required shoreline buffers such that they can serve dual-purposes. (For example refer to *Stormwater buffer with pedestrian boardwalk Concept for existing Blackjack Creek Outlet*)

Goal EOS - 04

Improve safety and security along existing open spaces and around Blackjack Creek.

Goal EOS - 05

Protect, enhance and maintain the values and functions of Port Orchard's natural areas, open spaces, and critical areas.

Goal EOS - 06

Consider and support opportunities for restoration including but not limited to shoreline riparian areas, barrier culverts, storm water, etc.

Goal EOS - 07

In redevelopment of parking areas encourage the use LID and innovative approaches, such as raingardens and bioswales, where site conditions allow to reduce runoff and protect water quality, including consideration of underground parking areas (including under new

or redeveloped buildings) where feasible to reduce impervious footprint.

Goal EOS - 08

Support the restoration of existing streams including Blackjack Creek, a high priority salmon and steelhead watershed in the West Sound region and consider options for removal of artificial fill to improve estuarine habitat at the mouth of Blackjack Creek.



Conceptual Waterfront Plaza and kayak launch at Port Street



Stormwater buffer with pedestrian boardwalk Concept for existing Blackjack Creek Outlet

ENVIRONMENT AND OPEN SPACE POLICIES

Policy EOS - 01

Encourage the future replacement of existing shoreline armoring that allows for pedestrians access to the water. (For example refer to *Shoreline Armor with Water Access*)

Concept for the West Downtown waterfront)

Policy EOS - 02

Encourage the creation of a public kayak launch dock.

Policy EOS - 03

Where road ends terminate at the waterfront, they should incorporate a public plaza, overlook, or pocket park. Improvements should also consider shoreline habitat improvements and enhancements, including potential removal of hard armor and fill to establish "pocket beach" parks.

Policy EOS - 04

Convert Orchard and Port Streets to pedestrian plazas with limited vehicle access.

Policy EOS - 05

To enhance shoreline ecological functions in the subarea, the City shall emphasize the importance of the following actions: planting riparian vegetation, especially trees, that naturally stabilize banks and shade the intertidal zone; removing hard armor where feasible; replacing hard armor with soft bank protection where feasible; reducing the footprint of hard armor (like revetments) and replacing with lower footprint alternatives (like vertical bulkheads pulled landward) where feasible; improving stormwater and wastewater treatment; daylighting piped stream channels; and restoring buffers for both marine and freshwater habitats. Pulling armor landward will improve access to beaches at higher tides.

Policy EOS - 06

Support the expansion of Etta Turner Park to include a riparian buffer with bio-retention from adjacent development.

Policy EOS - 07

Support shoreline restoration and consider the creation of new open space at the Blackjack Creek Estuary and Etta Turner Park. Restoration shall study the removal of artificial fill to improve estuarine habitat. Design shall work with Etta Turner Park to frame the Blackjack Creek corridor from Bay Street to the Sinclair Inlet and should focus on estuary restoration.

Policy EOS - 08

Support efforts to acquire property for conservation and provide mitigation in and around the Blackjack Creek estuary.

Policy EOS - 09

As development occurs the City will issue a notice to the local tribe on a project by project basis to allow for review and comment regarding significant developments with potential impacts to cultural and Tribal treaty natural resources.



Dry season



Flood season

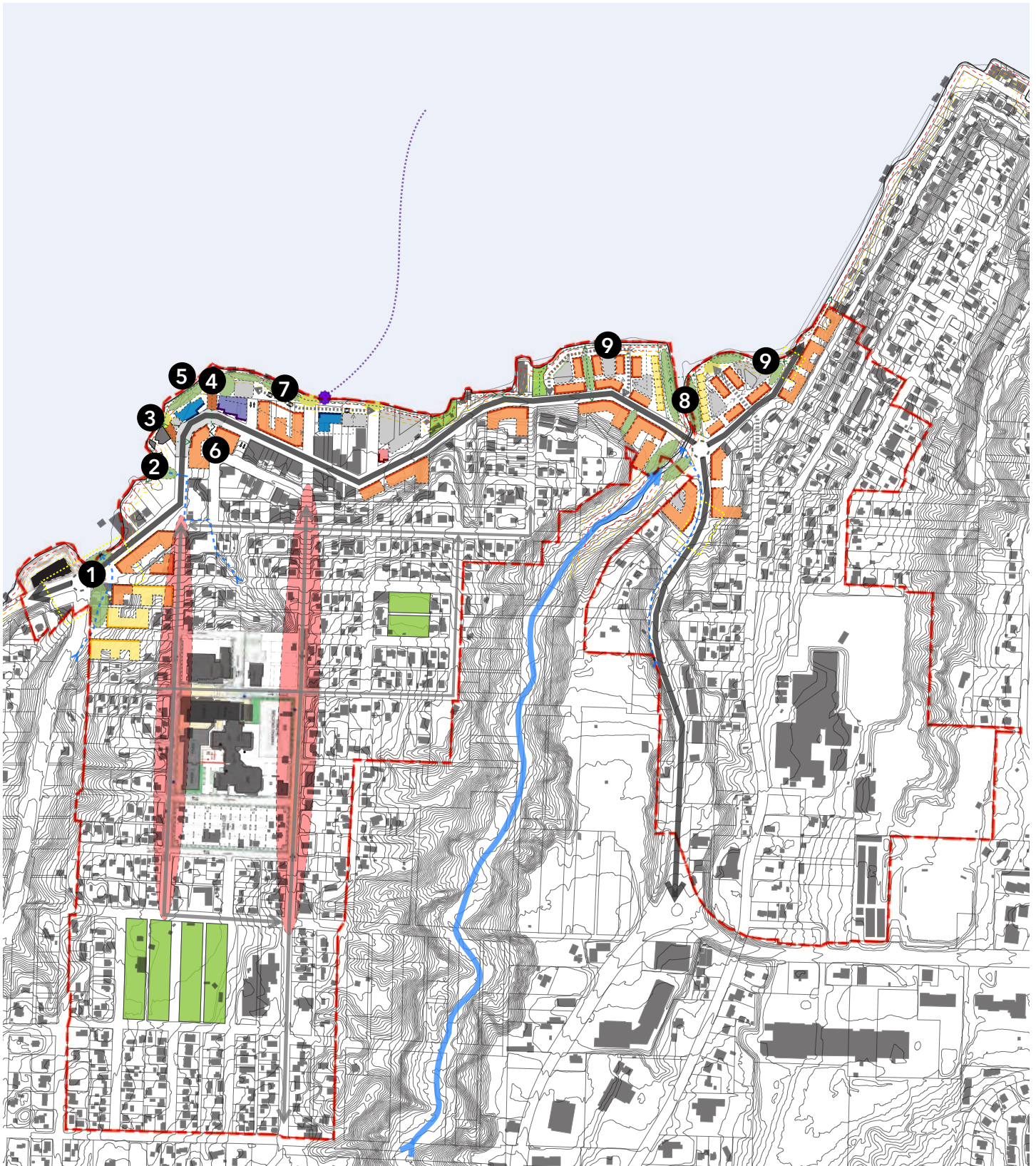
Stormwater buffer with pedestrian boardwalk



Urban waterfront parkscape.

ENVIRONMENT AND OPEN SPACE PROPOSED PROJECT LIST

No.	Project Name	Description	Agency	Cost	Funding Source
1	Port Orchard Blvd Creek Estuary Restoration	The historic creek that previously existing at the location of Port Orchard Blvd is now piped to its terminus at Sinclair Inlet. The plan encourages estuary restoration at the outflow of this creek.	t.b.d.	t.b.d.	t.b.d.
2	Port Orchard Boat Launch Estuary Restoration	The historic creek that originates near the County Government Campus is currently piped from approximately Austin Ave to its outfall east of the boat launch. The plan encourages the creek to be daylit west of intersection of Bay and Robert Geiger Streets with estuary restoration at Sinclair inlet.	t.b.d.	t.b.d.	t.b.d.
3	Port Street Shared Plaza, Viewpoint, and Shoreline Restoration	Port Street is proposed to be transformed to a pedestrian plaza or shared street to provide pedestrian access and views to Sinclair Inlet. The plaza should terminate with a viewing plaza with potential access to the water.	t.b.d.	t.b.d.	t.b.d.
4	Orchard Street Plaza and viewpoint	Orchard Street is proposed to be transformed to a pedestrian plaza or shared street to provide pedestrian access and views to Sinclair Inlet. The existing elevated viewing deck and pump station at the terminus of this corridor will be replaced with an at grade viewing plaza.	t.b.d.	t.b.d.	t.b.d.
5	Kayak Launch	A publicly accessibly kayak launch dock is proposed near the location of the former pier north of Port Street.	t.b.d.	t.b.d.	t.b.d.
6	Prospect Street Hill Climb	The redevelopment of the parcels located at the corner of Bay Street are encouraged to include a publicly accessibly hill climb from Prospect Street to Bay Street. The hill climb should align with either Port Street or Orchard Street.	n/a	t.b.d.	t.b.d.
7	Bay Street Pedestrian Path Enhancements	Widen the existing Bay Street Pedestrian Path from Port Orchard BLVD to the Downtown Port Orchard Ferry Terminal to provide multi-modal access and meet existing design standards. Improvements may include viewpoints and street terminations and new landscape amenities and furniture.	t.b.d.	t.b.d.	t.b.d.
8	Blackjack Creek Estuary Park and Etta Turner Park expansion and enhancements	Provide a new waterfront park on the City parcel along the west side of Blackjack Creek and expand Etta Turner Park to provide an expanded riparian buffer. These parks should include natural features and wildlife habitat. Incorporate wetland boardwalks, provided that they can comply with shoreline mitigation requirements.	t.b.d.	t.b.d.	t.b.d.
9	Waterfront shoreline enhancement	New development should provide waterfront shoreline restoration at the current auto dealership and the Westbay center sites in compliance with requirements contained within the City SMP and the State SMA.	t.b.d.	t.b.d.	t.b.d.



Environment and open space Proposed Project List



3.5 Circulation, Access, and Parking

CIRCULATION, ACCESS, AND PARKING OVERVIEW

Downtown Port Orchard contains a well established transportation network centered on Bay Street, and Bethel Ave. Mitchell Street, Cline Ave, and Sidney Ave. These are primary minor arterials from uphill neighborhoods to the waterfront. The Downtown walk-on ferry terminal provides service to Bremerton with connections to Seattle. Improvements envisioned as part of the development include orienting new development toward the water and improving pedestrian access throughout the area.

CIRCULATION, ACCESS, AND PARKING GOALS

Goal CAP - 01

Improve Bay and Bethel corridors such that they are safer for all users and that they define a place rather than act as just a highway.

Goal CAP - 02

Ensure that adequate parking is available to support the marina and allow for downtown businesses to thrive while promoting a walkable main-street character.

Goal CAP - 03

Encourage development in the West downtown to face the waterfront and Bay Street

Goal CAP - 04

Provide improved pedestrian circulation within the West Downtown between the waterfront and Prospect Street.

Goal CAP - 05

Transform the existing East Downtown from a largely car dominant development pattern to an extension of the existing walkable downtown West Downtown area.

Goal CAP - 06

Discourage new development from locating parking between new development and the waterfront.

Goal CAP - 07

Encourage the replacement of the existing Bay Street sidewalk marquee.

Goal CAP - 08

Encourage new development to be oriented perpendicular to Sinclair Inlet to frame views toward the waterfront.

CIRCULATION, ACCESS, AND PARKING POLICIES

Policy CAP - 01

Develop a corridor design plan for Bay Street between Port Orchard Blvd and the eastern terminus of the Study area, and for Bethel Ave between Bay Street and SE Mill Hill Dr. The corridor plan shall address elements such as multi-modal circulation, frontage design and improvements, and bike and pedestrian safety improvements. The plan shall accommodate raising the elevation of Bay Street in response to the City's Sea Level Rise Study referenced in the 2021 SMP Update. Work with WSDOT to explore opportunities for potential traffic calming measures.

Policy CAP - 02

Where appropriate, encourage urban low impact development stormwater management features in the roadway design, such as bio-swales between the on-street parking lanes and sidewalks.

Policy CAP - 03

Phase out all-day commuter parking in the West Downtown to support parking for downtown businesses.

Policy CAP - 04

Support Kitsap Transit to study the feasibility and need of adding additional park and ride facilities away from the downtown waterfront to serves ferry riders.

Policy CAP - 05

Create a new waterfront street from Harrison Ave to Fredrick Ave that includes parking, sidewalks, and landscape improvements and accommodates ferry transit drop-offs.

Policy CAP - 06

Support the reconfiguration of the marina parking lot to increase parking and improve multi-modal circulation from Bay Street to the waterfront.

Policy CAP - 07

Include a hill-climb from Bay Street to Prospect Street aligned with either Orchard Ave or Port Street.

Policy CAP - 08

Redesign Orchard and Port Street to pedestrian plazas with limited vehicle access.

Policy CAP - 09

Convert Fredrick Ave to a two-way street with parallel

parking on each side or widen street for angled parking.

Policy CAP - 10

Encourage the creation of a loop street or private access drive to break down the scale of the auto-dealership site, provide waterfront access, and provide additional on-street parking.

Policy CAP - 11

Extend Mitchell Ave north across Bay Street as a new private access drive to terminate at the waterfront.

Policy CAP - 12

Provide new frontage improvements, including parallel parking and sidewalks on both sides of Harrison Ave. At least one of the sidewalks should extend to the waterfront.

Policy CAP - 13

Modify residential parking requirements in all zones to be consistent with the current DMU parking requirements of one stall per unit regardless of the number of bedrooms. Consider establishing a maximum number of parking stalls allowed and allowing for further reductions when located near transit.

Policy CAP - 14

Vacate Harrison Street R.O.W. between Bay Street and Prospect Alley.

Policy CAP - 15

The Bay Street corridor plan frontage design standards shall include design standards for the removal of the existing sidewalk marquee. The marquee should be replaced with new overhead protection weather protection that is incorporated with the structure of new development.

Policy CAP - 16

Revise the Shoreline Master Program to discourage parking along the waterfront.

Policy CAP - 17

Expand POMC 20.124.130(1) to apply to all DMU zones in the in the east and west downtown.

Policy CAP - 18

Revise POMC 20.124.130(3) to exempt public civic buildings (such as a community center or library).

Policy CAP - 19

Allow for required parking to be met with an off-site shared parking agreement.

Policy CAP - 20

Require that any new development or Level III improvements as defined in POMC 20.127.020, shall provide street frontage improvements consistent with City design requirements.



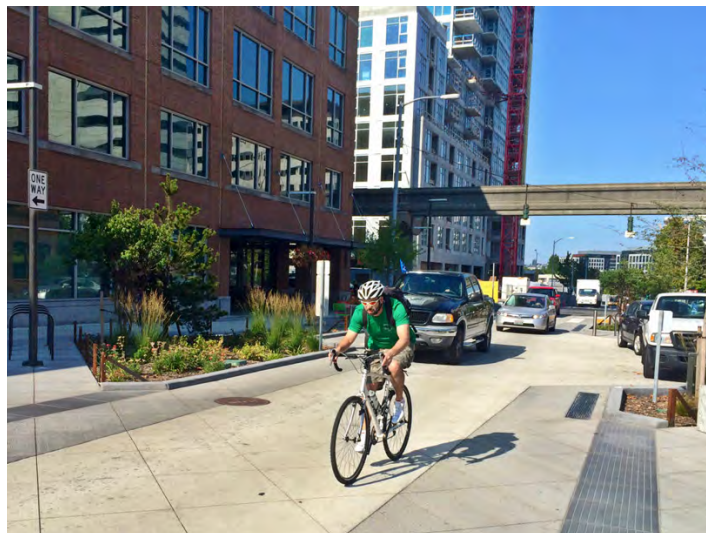
Encouraged Low-impact Stormwater management such as street front bioswales.



Conceptual Woonerf or shared Street Concept Image



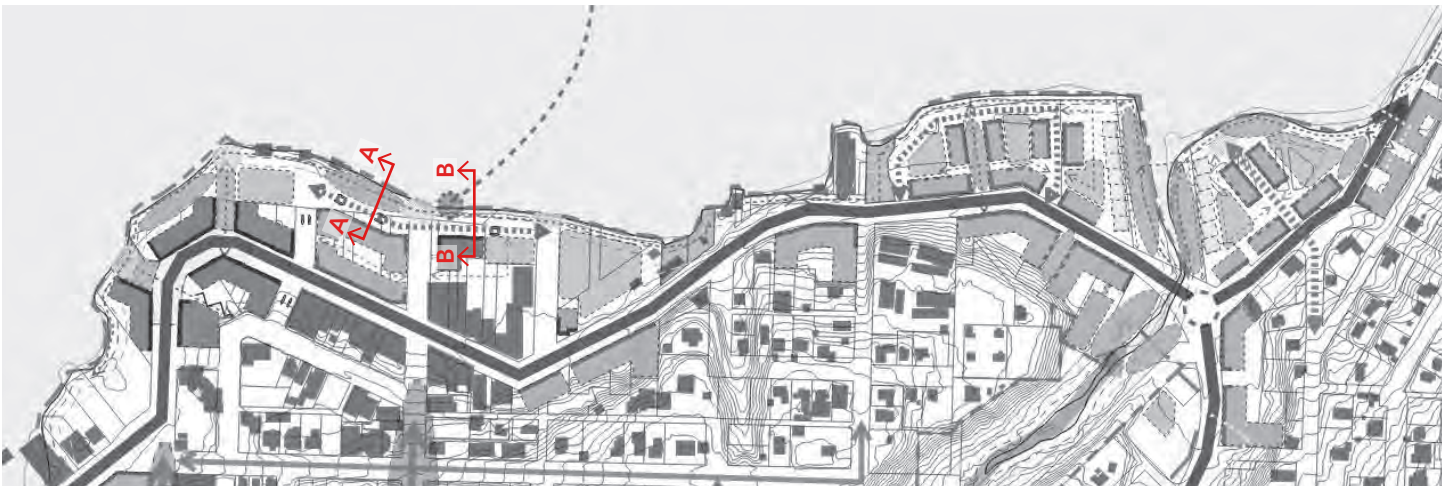
Conceptual Urban Waterfront Street



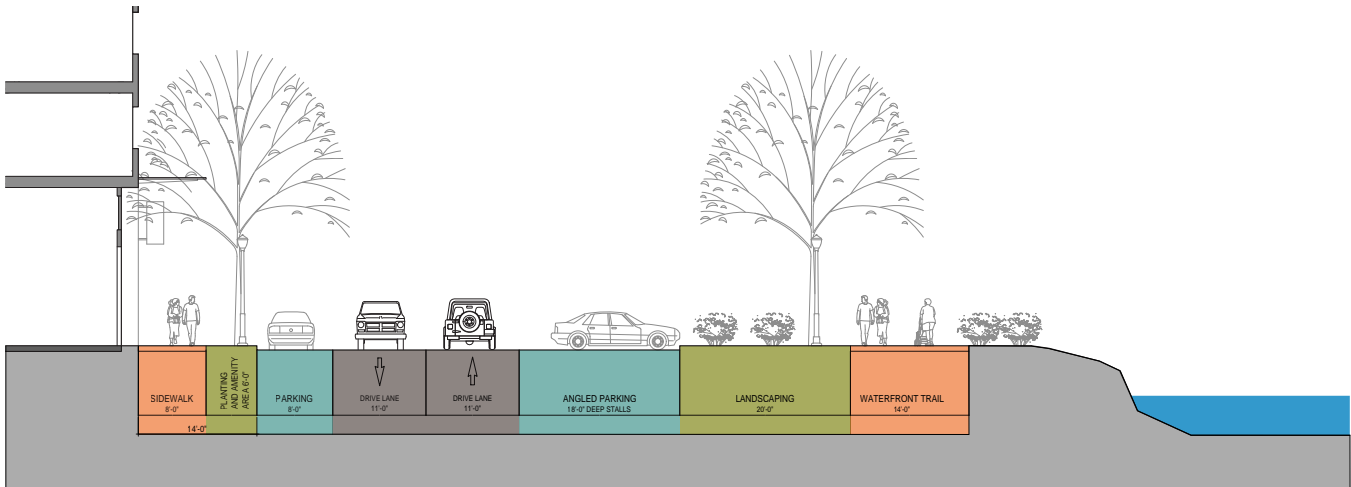
Conceptual Woonerf or shared Street Concept Image



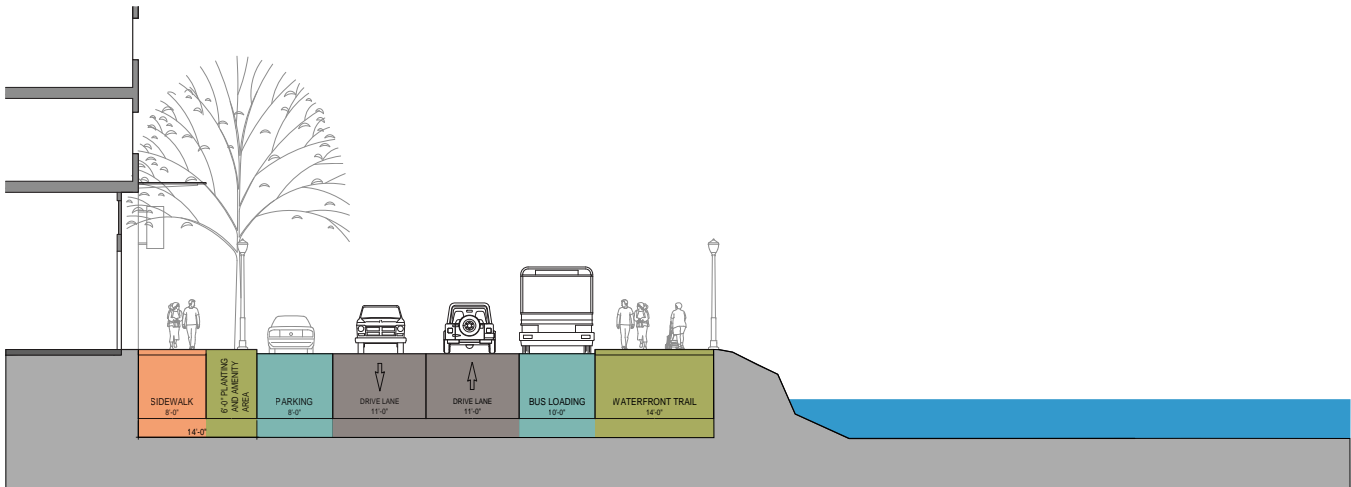
Street Concept Image | Mitchell Street Extension from Bay Street to the Waterfront (Looking North)



Conceptual Street Section Key Plan



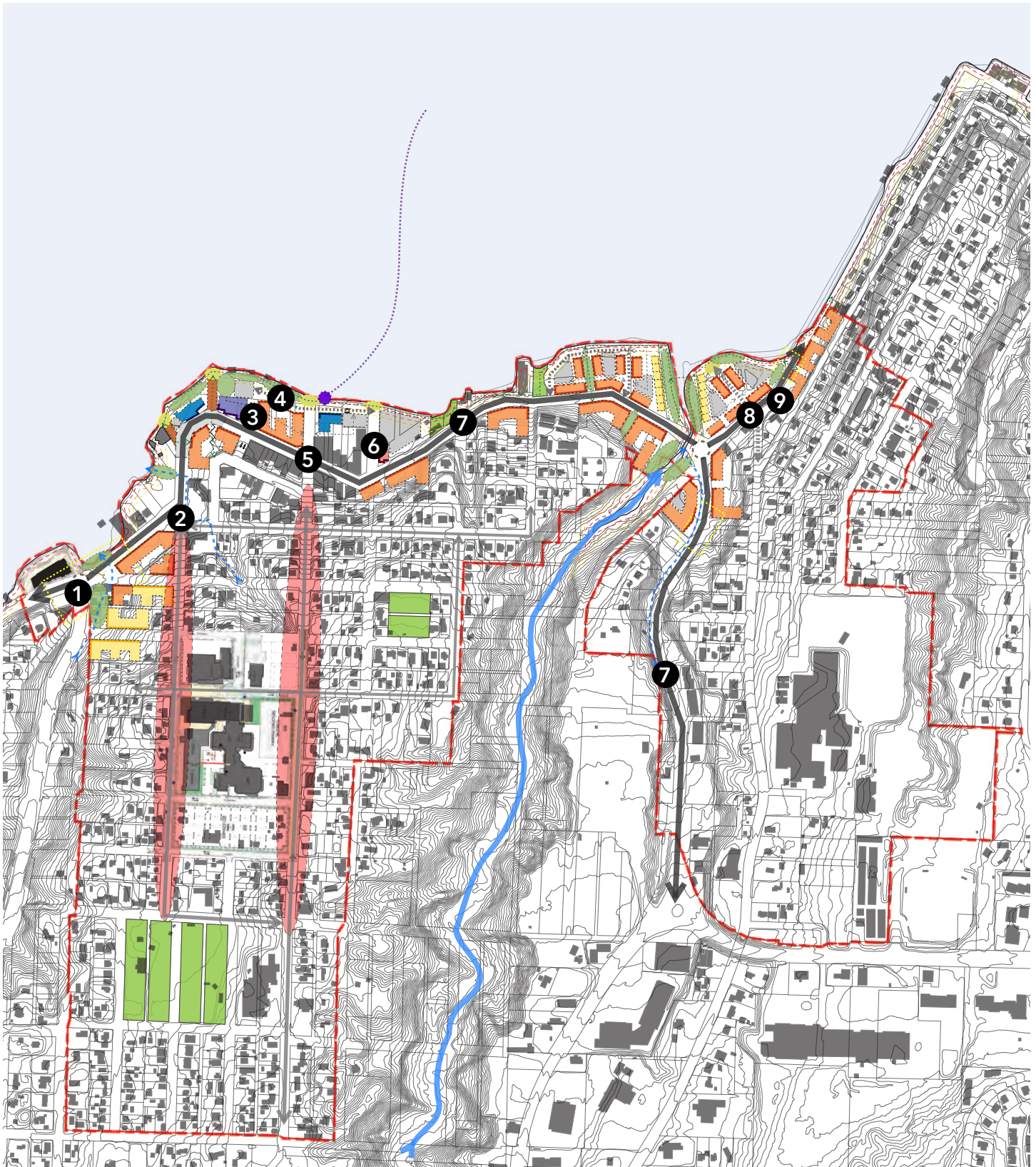
Street Cross-Section A-A | New Waterfront Street Between Frederick and Sidney Ave (Looking West)



Street Cross-Section B-B | New Waterfront Street Between Sidney and Harrison Ave (Looking West)

ENVIRONMENT AND OPEN SPACE PROPOSED PROJECT LIST

No.	Project Name	Description	Agency	Cost	Funding Source
1	Bay St /Port Orchard Blvd Intersection	Reconfigure intersection alignment to improve visibility and pedestrian circulation and safety.	t.b.d.	t.b.d.	t.b.d.
2	Bay St / Cline Ave Intersection	Reconfigure intersection alignment to improve visibility and pedestrian circulation and safety.	t.b.d.	t.b.d.	t.b.d.
3	Fredrick Ave Improvements	Convert Fredrick Ave to two-way traffic to serve the marina and the new waterfront street. Include frontage improvements and explore street expansion to maintain angled parking.	t.b.d.	t.b.d.	t.b.d.
4	New Waterfront Street	Provide a new waterfront "shared" street between Frederick and Harrison Ave.	t.b.d.	t.b.d.	t.b.d.
5	Sidney Ave. Frontage Improvements	Provide frontage improvements including Street Trees/landscaping, sidewalk expansion, and street furniture from Prospect St to the waterfront.	t.b.d.	t.b.d.	t.b.d.
6	Harrison Ave Frontage Improvements	Provide frontage improvements including Street Trees/landscaping, curb and sidewalks and street furniture from Bay St to the waterfront.	n/a	t.b.d.	t.b.d.
7	Bay Street and Bethel Ave Corridor	Develop a corridor plan for Bay Street between Port Orchard Ave and the eastern terminus of the Study area, and for Bethel Ave between Bay Street and SE Mill Hill Dr. The corridor design shall address elements such as multi-modal circulation, frontage design and improvements, and bike and ped safety improvements. The plan shall accommodate raising the elevation of Bay Street in response to the City's Sea Level Rise Study referenced in the 2021 SMP Update.	t.b.d.	t.b.d.	t.b.d.
8	Bay St / Mitchell Ave Intersection	Reconfigure intersection alignment to improve visibility and pedestrian circulation and safety. Design will incorporate the extension of the Mitchell Street across Bay Street as a new private access drive.	t.b.d.	t.b.d.	t.b.d.
9	Bay St / Guy Wetzel Rd Intersection	Reconfigure intersection alignment to improve visibility and pedestrian circulation and safety.	t.b.d.	t.b.d.	t.b.d.



Environment and open space Proposed Project List







CITY OF PORT ORCHARD 2021 ZONING MAP

- Greenbelt (GB)
- Residential 1 (R1)
- Residential 2 (R2)
- Residential 3 (R3)
- Residential 4 (R4)
- Residential 6 (R6)
- Neighborhood Mixed Use (NMU)
- Business Professional Mixed Use (BPMU)
- Downtown Mixed Use (DMU)
- Gateway Mixed Use (GMU)
- Commercial Mixed Use (CMU)
- Commercial Corridor (CC)
- Commercial Heavy (CH)
- Light Industrial (LI)
- Civic and Institutional (CI)
- Public Facilities (PF)
- Parks and Recreation (PR)
- Urban Growth Area
- Port Orchard UGA

City of Port Orchard Department of Community Development
216 Prospect Street, Port Orchard, WA 98366
Phone: (360) 874-5533 Fax: (360) 876-4980
www.cityofportorchard.us

This map was created from existing map sources, not from field surveys. While great care was taken in using the most current map sources available, no warranties of any sort, including accuracy, fitness, or merchantability accompany this product. The user of this map assumes responsibility for determining its suitability for its intended use.
This map is not a substitute for field survey.

City of Port Orchard Official Zoning Map as adopted by Ordinance 17-20 on 11/17/2020.

Robert Putnam, Mayor

ATTEST:

Brandy Renshaw, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

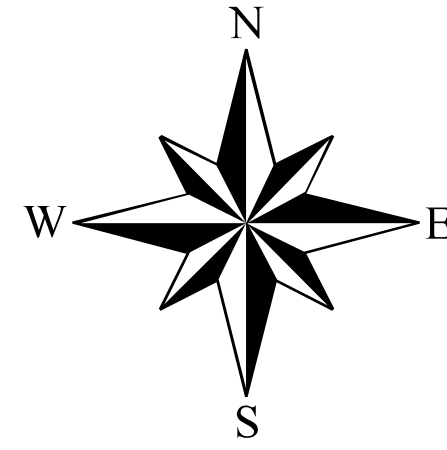
Sponsored by:

Scott Diener, Councilmember

PUBLISHED: 11/17/2020

EFFECTIVE DATE: 11/17/2020

The official signed Zoning Map may be viewed at the City Clerk's office.



Date Saved: 5/7/2021 2:19:38 PM

Exhibit 3

Chapter 2. Land Use

2.1 Introduction

The Land Use element represents the heart of the Comprehensive Plan, as land use goals, policies, map designations, and decisions connect and relate to all other elements. The purpose of this section is to provide a framework to guide future land use to help the city grow in an orderly, rational, and efficient way and help the community realize its potential during the 20-year planning horizon. The goals and policies contained herein recognize that haphazard and disorderly development can reduce efficiency and increase the cost of utilities, roads, and other services, consume valuable open space, and result in higher taxes and fees for service to fund infrastructure and services.

The Growth Management Act (GMA) requires plans to contain land use elements that describe the proposed distribution, location, and extent of land uses. Once adopted, land use goals and policies will be functionally implemented in Port Orchard's development regulations. The challenge of this element is to plan for population and employment growth while ensuring development occurs in accordance with the community's aspirations and values and the requirements of the GMA.

2.2 Key Issues and Concepts

As a community, Port Orchard is growing due to a healthy birth rate, immigration, and annexation. This plan accommodates Port Orchard's 2036 population and employment growth allocation, as distributed through the Vision 2040 framework and agreed upon in coordination with other Kitsap County municipalities in the Countywide Planning Policies. Port Orchard's land use and zoning designations currently provide sufficient land capacity within city boundaries to accommodate the projected 8,235 additional residents who will make Port Orchard their home (during the 2010-2036 planning period). In conjunction with the findings of the Buildable Lands Report, the Future Land Use Map shows how the 6,235 additional projected and allocated residents in the adjacent Urban Growth Area can be accommodated.

Residents have emphasized that it is critical to manage new growth in a way that protects the small town character of the community while allowing for new and innovative development that responds to changing household needs and growth pressures. In 2000, the city's population density was 1,943 residents per square mile. By 2012, taking into account new annexations, density had dropped to 1,213 residents per square mile. This decrease in density is due to the annexation of several areas, including the Bethel Corridor, which had far lower densities than the existing city. Based on population allocations for 2036 and no additional annexations, Port Orchard must plan for a density of 2,068 residents per square mile, an increase in density of 70%.

Port Orchard's population appears to be aging, but this trend has likely been skewed by recent annexations. Figure 1 shows the changes in different age groups from 2000 to 2010, with a significant increase--in both proportional and absolute terms--in people aged 40-69, reflecting the aging of the baby boomer generation. As Port Orchard's population ages, the city needs the flexibility to adapt to the changing needs and desires of this age group and the foresight to plan for those changes as well.

Exhibit 3

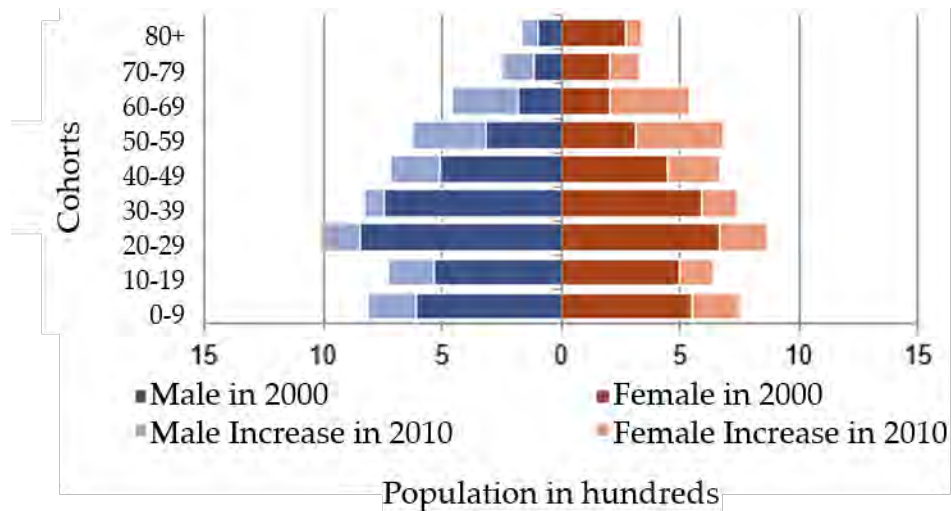


Figure 1

The fundamental goal of the Land Use element, as established by the GMA, is to establish broad, general direction for the City's land use policies. This element provides the City's policy plan for growth over the next twenty years. It also implements many of the goals and objectives in the other plan elements through suggested land use designations and other action recommendations. The Land Use Element specifically considers the general distribution and location of land uses, and the appropriate intensity and density of land uses given development trends and allocated population. The City's development regulations and permitting processes are used to direct growth in a manner consistent with the provisions of this element. To accomplish this, the Land Use element establishes goals and policies that seek to:

- Accommodate changes in population and demographics
- Encourage development in urban areas, reduce sprawl, and deliver services efficiently
- Ensure land use designations reflect need and demand
- Minimize traffic congestion and encourage the development of a multimodal transportation system
- Protect open spaces and the natural environment
- Promote physical activity
- Support a range of employment opportunities

2.3 Current Land Use Characteristics

Figure 2 shows the percent of land uses and zoning based on the city's total land area as of 2020. Most land in the city is devoted to housing. Commercial areas and the downtown offer a range of goods and services, provide employment for local residents and those living in surrounding rural areas, and provide additional tax revenue to help fund public services and facilities. Industrial lands allow for light manufacturing and warehousing businesses, which also provide job opportunities and support the area's economy. Figure 2-4 shows the amount of developable land in residential land use areas.

Exhibit 3

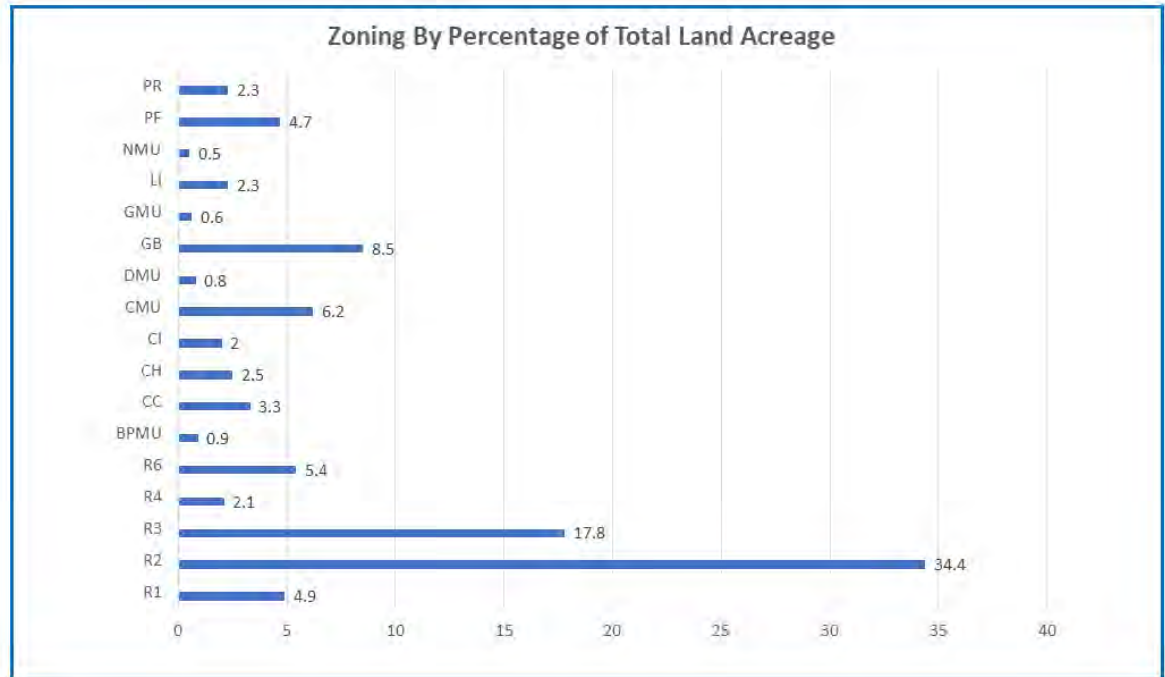


Figure 2

Exhibit 3

2.4 Land Use Designations

The City's comprehensive plan land use element identifies 7 different land use designations which are listed in Table 1. These land use designations are implemented through the city's zoning regulations contained in the municipal code. Each land use designation may correspond to one or more zoning designation. As the City develops sub-area plans for its designated centers as described in section 2.7, the city may wish to create new zones and standards consistent with this plan, its goals and policies, and these land use designations. When doing so, the city should ensure that it doesn't significantly alter the land capacity for the city such that the City's population and employment growth allocations adopted in the countywide planning policies can't be accommodated. Likewise, if sub-area plans are likely to accelerate population and employment growth rates, the City should take reasonable measures to ensure that it doesn't surpass its 2036 growth targets.

Land Use Designations Uses	Uses	Corresponding Zoning	Range of Possible Maximum Residential Densities	Anticipated Residential Development Density for Buildable Lands Purposes.
Greenbelt	Protection of critical areas, habitat management areas, greenbelts and designated open space to allow low density residential development.	Greenbelt (GB)		.5 dwelling units per net acre
Low Density Residential	Single-family detached housing	Residential 1 (R1)	7.25-9.8	7 Units Per Acre
Medium Density Residential	Single-family detached and attached housing, apartment buildings	Residential 1 (R1) Residential 2 (R2) Residential 3 (R3) Residential 6 (R6)	7.9-9.8 9.8-21.7 9.8-26 9.8-17.4	7 Units Per Acre 10 Units Per Acre 16 Units Per Acre 8 Units Per Acre
High Density Residential	Single Family Attached Housing, Apartment Buildings	Residential 4 (R4), Residential 5 (R5)	9.8-44	24 Units Per Acre
Civic and Open Space	Government services, utilities, parks, schools and related community facilities	Civic and Institutional (CI) Parks and Recreation (PR) Public Facilities (PF)	NA NA NA	NA NA NA
Commercial	Retail, office, mixed-use commercial/residential, and professional services	Residential Mixed Use (RMU) Neighborhood Mixed Use (NMU) Business Professional Mixed Use (BPMU) Commercial Mixed Use (CMU) Downtown Mixed Use (DMU) Gateway Mixed Use (GMU) Commercial Corridor (CC) Commercial Heavy (CH) Industrial Flex (IF)	8-54 9.8-54 14.5-45 17-26 0-44 0-54 0-44 NA 0-45	16 Units Per Acre 16 Units Per Acre 8 Units Per Acre 16 Units Per Acre 24 Units Per Acre 20 Units Per Acre 4 Units Per Acre NA 4 Units Per Acre
Urban Industrial	Manufacturing and assembly, bulk storage and warehousing, transfer and trucking services.	Light Industrial (LI) Heavy Industrial (HI)	NA NA	NA NA

¹ This is non-binding except as it relates to assumptions for future growth in the Kibao County Buildable Lands analysis.

Table 1

2.5 Overlay Districts

The city's development regulations include land use overlay districts which are applied in parts of the city, as summarized below.

- Downtown Height Overlay District (DHOD)
- Self Storage Overlay District (SSOD)
- Ruby Creek Overlay District (RCOD) View Protection Overlay District (VPOD)

Port Orchard's overlay districts accomplish varying objectives including implementing subarea plans, providing regulations for the development in centers, regulating specific uses, and determining building heights. The creation of a new overlay district may be appropriate as the City continues to develop subarea plans under the Centers approach to growth.

Exhibit 3

2.6 Land Use Goals & Policies

Goals are not listed in any particular order. Port Orchard strives to:

Goal 1. Retain Port Orchard's small town commercial and residential character while accommodating allocated growth citywide.

- Policy LU-1 Ensure that land use and zoning regulations maintain and enhance existing single-family residential neighborhoods, while encouraging that new development provides a mixed range of housing types.
- Policy LU-2 Limit industrial development to locations accessible from arterials or freeways and discourage industrial access through residential areas.
- Policy LU-3 Update and establish building and site design standards that support an attractive and functional built environment in all areas of the City.
- Policy LU-4 Encourage the subdivision of large parcels and, through private subdivisions and public acquisitions, the creation of a continuous street grid similar in scale to the downtown's, especially in designated centers of local importance.

Goal 2. Ensure that sufficient land is available for development to accommodate allocated growth in population and employment.

- Policy LU-5 Ensure land use and development regulations enable a supply of housing units within the city and adjacent UGA that will accommodate forecasted population growth. Ensure land use and development regulations enable a supply of commercial retail and office space within the city and adjacent UGA that will accommodate forecasted employment growth.
- Policy LU-6 Ensure adequate land is available for light industrial and commercial uses, including high technology, medical, and office uses, in appropriate areas to diversify Port Orchard's economic base and provide for the community's changing needs.
- Policy LU-7 Monitor the rate of residential, light industrial and commercial growth against the 20-year targets established in VISION 2040 and the Countywide Planning Policies, and if growth appears to deviate from a rate that complies with these targets, consider adopting reasonable measures such as reducing/increasing adopted transportation levels of service, reducing/increasing impact fees, or accelerating/delaying projects within the City's Capital Improvement Program.
- Policy LU-8 Provide a variety of housing types and employment opportunities that meet the needs of diverse socioeconomic interests.

Exhibit 3

Policy LU-9 Notify adjacent military facilities of relevant local land use decisions.

Goal 3. Implement a strategy to develop centers.

Policy LU-10 In consultation with stakeholders and the general public, develop a comprehensive strategy to implement centers as a means of directing and prioritizing residential and commercial growth.

Policy LU-11 Within centers, set minimum building densities that enable lively and active streets and commercial destinations. Such limits may take the form of: minimum floors or building height, floor-area-ratios, and lot coverage; and maximum street setbacks and parking spaces.

Goal 4. Ensure that both public services and infrastructure are developed in an efficient and cost-effective manner.

Policy LU-12 Prioritize capital facilities and transportation investment in those locations targeted for growth and higher land use densities.

Policy LU-13 Coordinate with Kitsap County to develop a plan and timeline to annex UGA land adjacent to the city, consistent with the city's capability to provide municipal services and applicable law.

Policy LU-14 Identify land in the UGA that is useful for public purposes, such as utility corridors, transportation corridors, parks, schools, and other public uses.

Goal 5. Protect, enhance, and maintain the values and functions of Port Orchard's natural areas, open spaces, and critical areas.

Policy LU-15 Evaluate a range of incentives to encourage compact development to preserve open space throughout the city, possibly to include density credits, incentive zoning, and transfer of development rights.

Policy LU-16 Prioritize the development of new parks, open space, and passive and active recreational opportunities in underserved neighborhoods and centers.

Policy LU-17 Incentivize infill development to preserve and protect open space, critical areas, and natural resources.

Policy LU-18 Identify land in the UGA that is useful for open space corridors, including land for recreation, wildlife habitat, trails, and connections of critical areas.

Exhibit 3

Policy LU-19 Protect the quality and quantity of groundwater used for public water supplies through zoning designations, development regulations, and the local critical areas ordinance.

Goal 6. Reduce congestion and greenhouse gas emissions, promote public health, reduce auto dependency, and increase multimodal transportation opportunities for accessing retail services, health care services, and places of employment.

Policy LU-20 Ensure orderly development, concurrency of infrastructure provision, and protection of environmentally sensitive areas through an effective and predictable permitting process.

Policy LU-21 Remove barriers to low-impact development in zoning, subdivision, and street regulations. Encourage the minimization of impervious surface areas in development.

Policy LU-22 Promote local food security and public health by enabling the establishment of urban agriculture, community gardens, farmers markets, and food production and distribution infrastructure.

Policy LU-23 Enable land use patterns that allow all residents to safely and efficiently access commercial services, especially grocery stores and healthcare facilities, without an automobile.

Policy LU-24 Encourage the expansion of transit networks that enable both incorporated and unincorporated neighborhoods outside of the city to access job centers within Port Orchard.

Goal 7. Encourage the development of active, vibrant, and attractive destinations throughout the community.

Policy LU-25 Incorporate the following principles in planning for commercial areas:

- Create lively and attractive places at a human scale.
- Support a mix of retail, office, and residential uses in multistory structures.
- Create transitions between commercial areas and surrounding residential neighborhoods.
- Protect residential areas from excessive noise, exterior lighting, glare, visual nuisances, and other conditions that detract from the quality of the living environment.
- Encourage multi-modal transportation options, especially during peak traffic periods.
- Promote an intensity and density of land uses sufficient to support effective transit and pedestrian activity.
- Promote a street pattern that provides through connections, pedestrian and vehicular access.

Exhibit 3

- Establish urban and architectural design standards that support an attractive and functional pedestrian environment, such as block size limits and requiring street-facing windows and doors.
- Encourage pedestrian travel to and within commercial areas by providing:
- Safe and attractive walkways.
- Close groupings of land uses.
- Parking lot design that provides safe walking routes and pedestrian connections between adjacent properties.
- Off-street surface parking to the backs or sides of buildings to maximize pedestrian access from the sidewalk(s).

Goal 8. Connect new and existing neighborhoods to each other, to commercial and employment centers, and to public facilities.

Policy LU-26 Require adequate transitions between different land uses to mitigate potential negative impacts of noise, light, and air pollution.

Policy LU-27 Require new development to provide connections to and through-access for existing and planned trails and roads. Explore strategies to encourage existing development to provide the same as part of a city- and region-wide trail and open space network.

Goal 9. Encourage the ongoing development of downtown as an active, vibrant community, commercial, social, and civic center while respecting its historic character.

Policy LU-28 In conjunction with the Centers Strategy as provided in Section 2.7, enhance downtown Port Orchard's role as the center of the South Kitsap region, reflecting the following principles in development standards and land use plans:

- Encourage land uses that support transit centers and promote pedestrian activity.
- Promote a mix of uses, including retail, office, and housing.
- Encourage uses that will provide both daytime and evening activities.
- Support civic, cultural, and entertainment activities.
- Provide sufficient public open space and recreational opportunities.
- Enhance, and provide access to, the waterfront.
- Develop enhanced design guidelines and design review requirements that promote attractive, pedestrian-scale development and redevelopment within the City's historic downtown area.

Policy LU-29 Consider conducting a downtown parking study to assess current and future parking needs and develop solutions and strategies to address identified constraints or oversupply.

Exhibit 3

Policy LU-30 Ensure land use designations and development support existing maritime industries, promote creative uses of the waterfront, and facilitate the planning and construction of waterfront parks and gathering places.

2.7 The Centers Strategy

2.7.1 Introduction

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

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

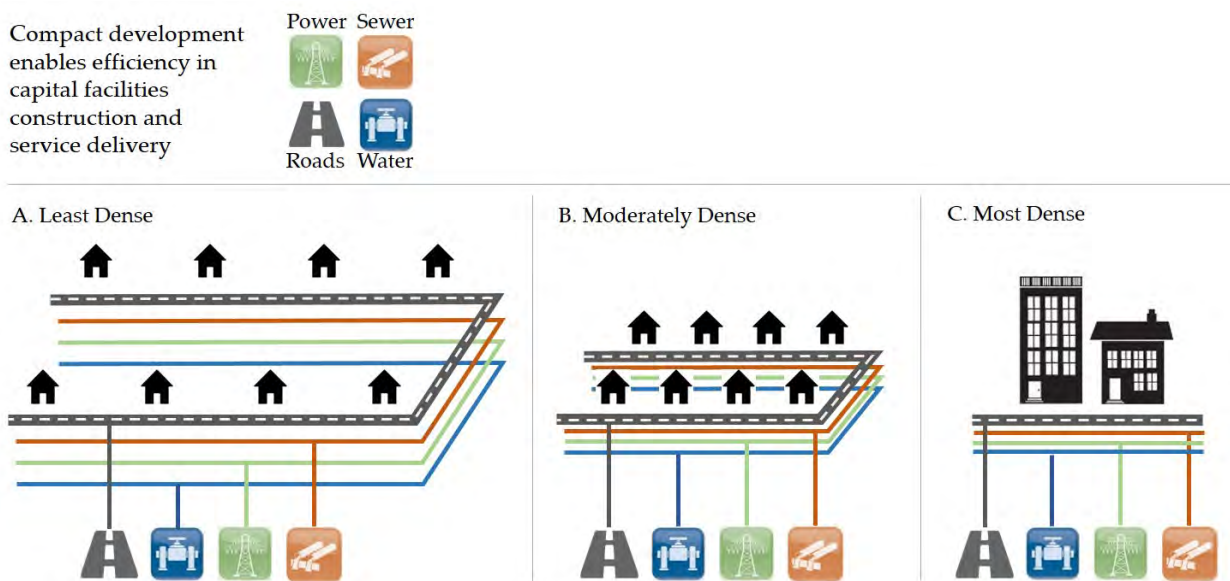


Exhibit 3

Figure 3 – The advantages of infrastructure and land use concurrency

2.7.2 What are Centers?

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

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



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

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

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

Exhibit 3

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

The Regional Centers Framework defines five different types of Centers:

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

Several of the identified center types include subtypes.

Exhibit 3



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

2.7.3 Designated Centers (Existing and Planned)

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

Regional Centers. The City has no designated regional centers at this time. Downtown Port Orchard was evaluated as part of the Downtown Subarea Planning Process as a candidate for regional center designation but achieving the PSRC requirement for 45 activity units per acre was determined to be too large of a change to Downtown Port Orchard. As Downtown continues to grow and evolve, its candidacy as a regional center should be revisited in the future.

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

Countywide Centers. The City has 7 designated Countywide Centers. Not all of these Countywide Centers meet the minimum activity units per acre threshold per the PSRC Regional

Exhibit 3

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

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

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

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

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

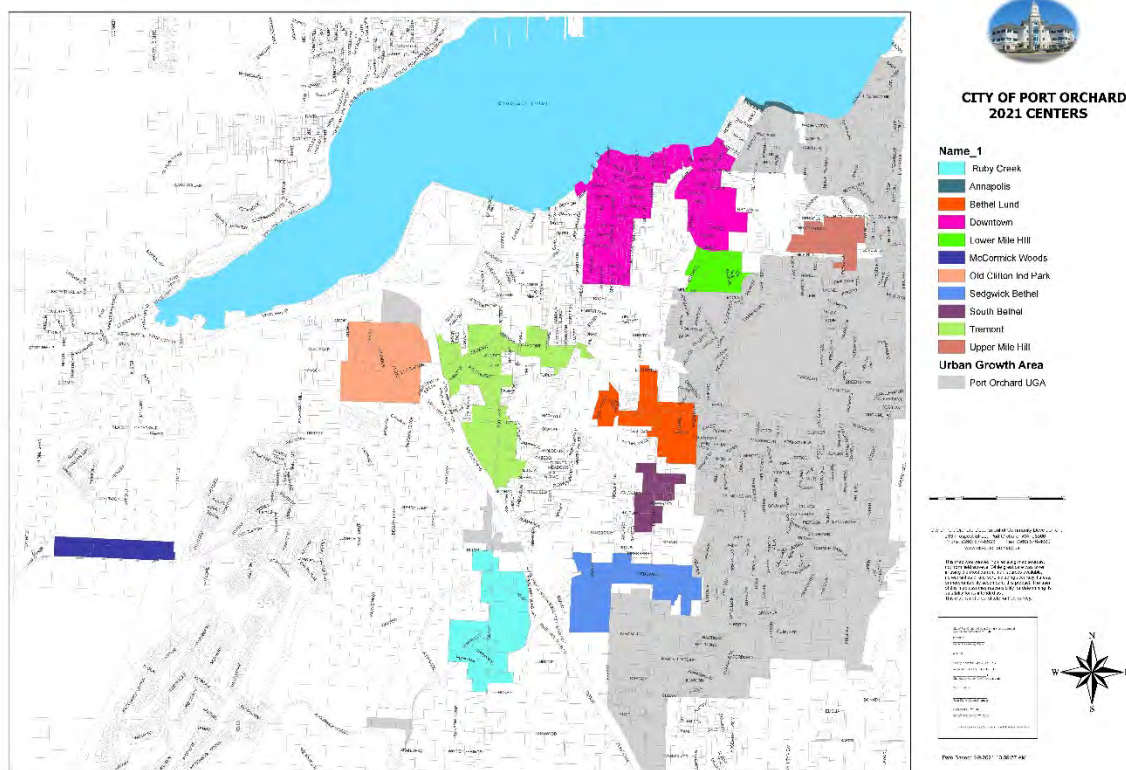


Exhibit 3

2.7.4 General Center Goals and Policies

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

- Policy CN-1 Prioritize the City’s residential, commercial and light industrial growth and infrastructure investments within designated Centers, in accordance with VISION 2040 and the Countywide Planning Policies.
- Policy CN-2 Focus future growth in designated, higher intensity areas in an effort to encourage the preservation of open space and maintain surrounding neighborhood character.
- Policy CN-3 Shorten commutes by concentrating housing and employment in strategic locations, which provides residents opportunities to live and work in the same neighborhood.
- Policy CN-4 Provide commercial services that serve the population of the Center, surrounding neighborhoods, the city, and the region (dependent on the suitability of the scale of each Center).
- Policy CN-5 Support pedestrian and transit uses by promoting compact, mixed-use areas with appropriate infrastructure that provide a variety of activities.
- Policy CN-6 Balance objectives for accommodating growth, encouraging compatibility, promoting housing affordability, and offering a wide range of housing types.
- Policy CN-7 Provide access to parks and public pedestrian spaces by creating them within each Center or by creating connections to existing public and open spaces.
- Policy CN-8 During subarea planning for Centers, develop an implementation plan that addresses how the City will meet Center goals through appropriate land use designations, annexation, development of capital facilities and utilities, and related measures.
- Policy CN-9 The City shall direct growth to Centers of all types through focused regulations and directed capital projects.
- Policy CN-10 The City should support employment growth, the increased use of non-automobile transportation options, and the preservation of the character of existing built-up areas by encouraging residential and mixed-use development at increased densities in designated Centers.
- Policy CN-11 The City shall ensure that higher density development in Centers is either within walking or biking distance of jobs, schools, and parks and is well-served by public

Exhibit 3

transit. (Centers Goals 1,2,3,4,5,6; Housing, Parks, Economic Development, Transportation, and Capital Facilities Elements)

Policy CN-12 The City shall create and designate zoning that allows a mix of uses to accommodate concentrations of employment and housing. (Centers Goals 2,3,4; Economic Development and Housing Elements)

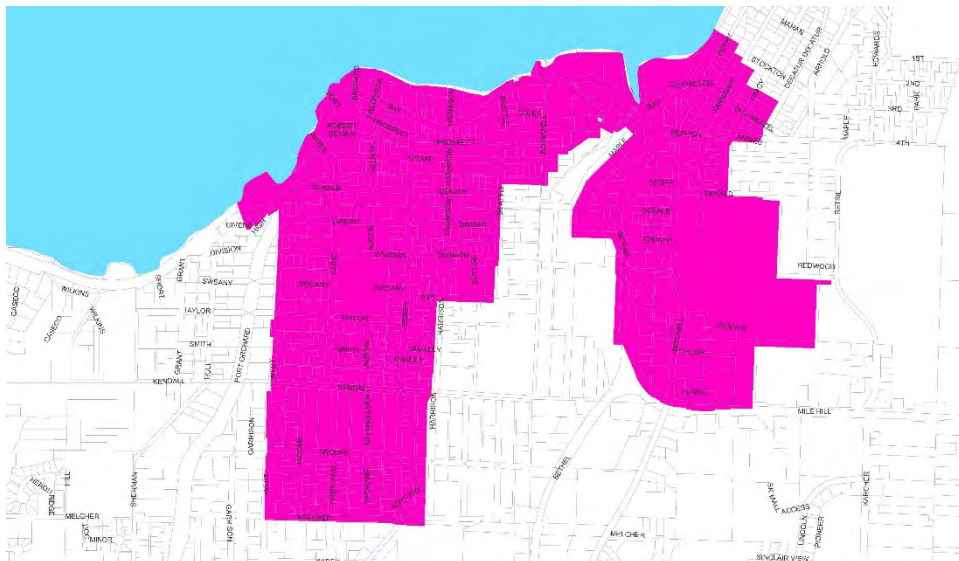
Policy CN-13 The City shall encourage a broad range of housing types and commercial uses within designated Centers, through zoning and development regulations that serve a local, citywide, or regional market. (Centers Goals 3,5; Housing and Economic Development Elements)

Policy CN-14 The City shall encourage the creation of public open space, private open space, and parks within and serving designated centers.

2.7.5 Specific Center Descriptions and Policies

2.7.5.1 Downtown Port Orchard (Countywide Center)

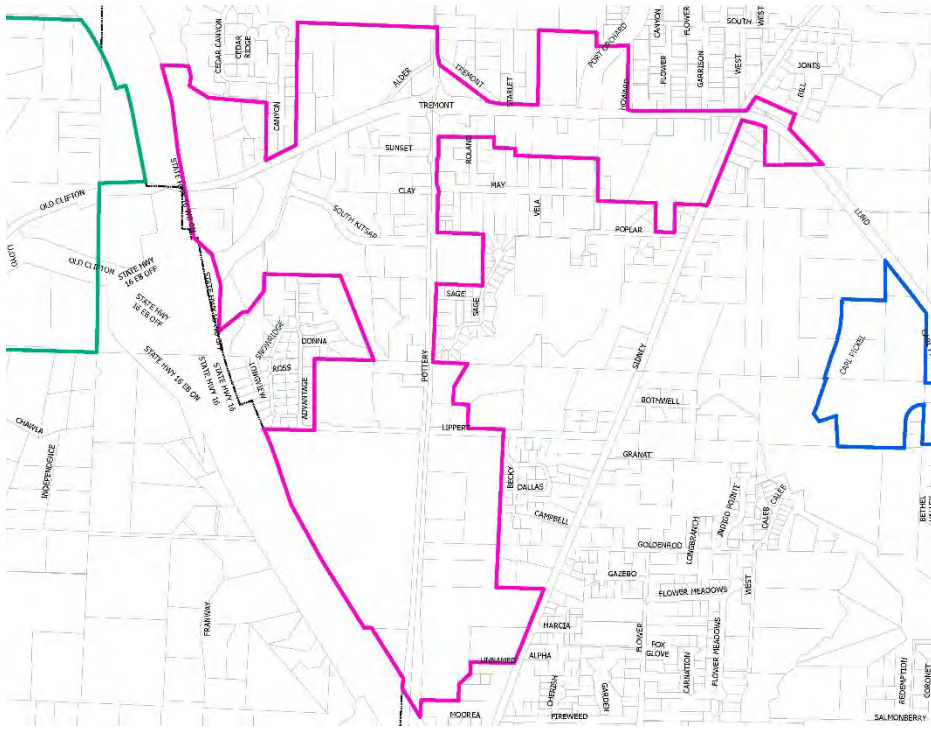
In 2021, the City completed a subarea plan for Downtown Port Orchard which is adopted by reference in appendix D. This plan combined two previous centers, the Downtown Port Orchard and County Campus Centers into one center. The center was evaluated for possible designation as a Regional Urban Growth Center, but there was a lack of support for increasing the level of activity in the center to a planned target of 45 activity units per acre. The boundaries of this center are shown on the map below:



2.7.5.2 Tremont (Countywide Center)

Exhibit 3

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



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

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

Exhibit 3

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

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

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

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

4. Tremont Center Goals

Goal 10. Encourage development within the area that supports the major hospital and medical installations (Harrison Hospital and Kaiser Permanente) and assists the emergency response agencies in the corridor (South Kitsap Fire District).

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

Exhibit 3

Goal 11. Encourage residential units in walking distance to employment, services, and health care facilities.

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

Goal 12. Encourage development of an efficient multimodal transportation system and develop a funding strategy and financing plan to meet its needs.

Policy CN-30 Encourage all new developments to limit direct access to Tremont Street.

Policy CN-31 All future City paving projects on streets within the Tremont Corridor should include continuous 6-foot paved walkways for pedestrian use.

Policy CN-32 Developments abutting public rights-of-way within the Tremont Corridor should include sidewalks and bicycle lanes

Policy CN-33 The City shall help to facilitate the development of trail systems that connect the Tremont Corridor with transportation facilities in the surrounding areas.

Policy CN-34 Encourage the expansion of Kitsap Transit's service to increase trip frequency within the Tremont Corridor.

2.7.5.3 Lower Mile Hill Countywide Center

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

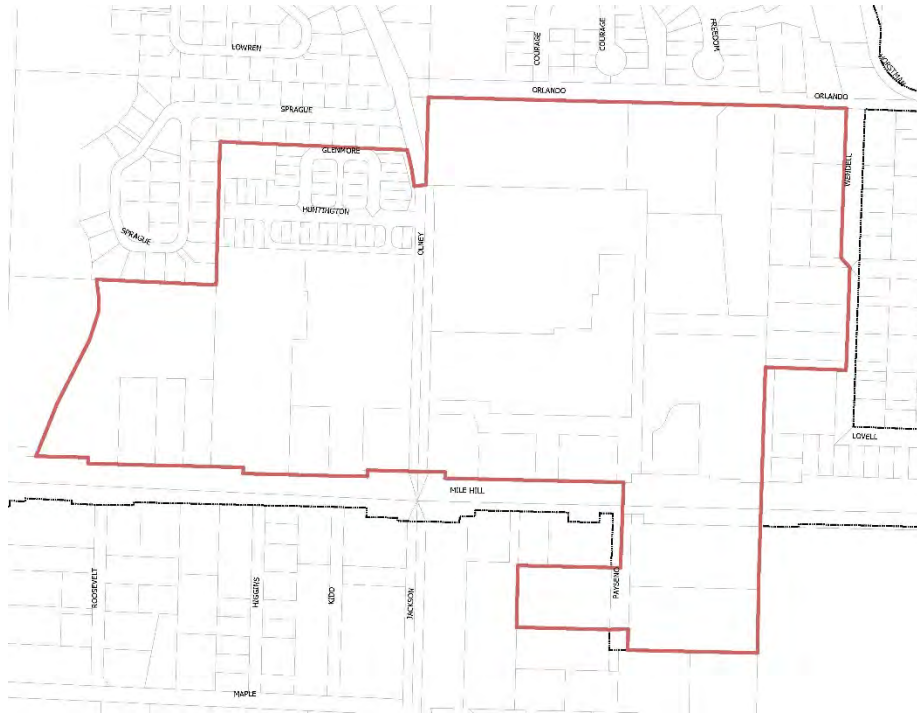
Exhibit 3



2.7.5.4 Upper Mile Hill Countywide Center

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

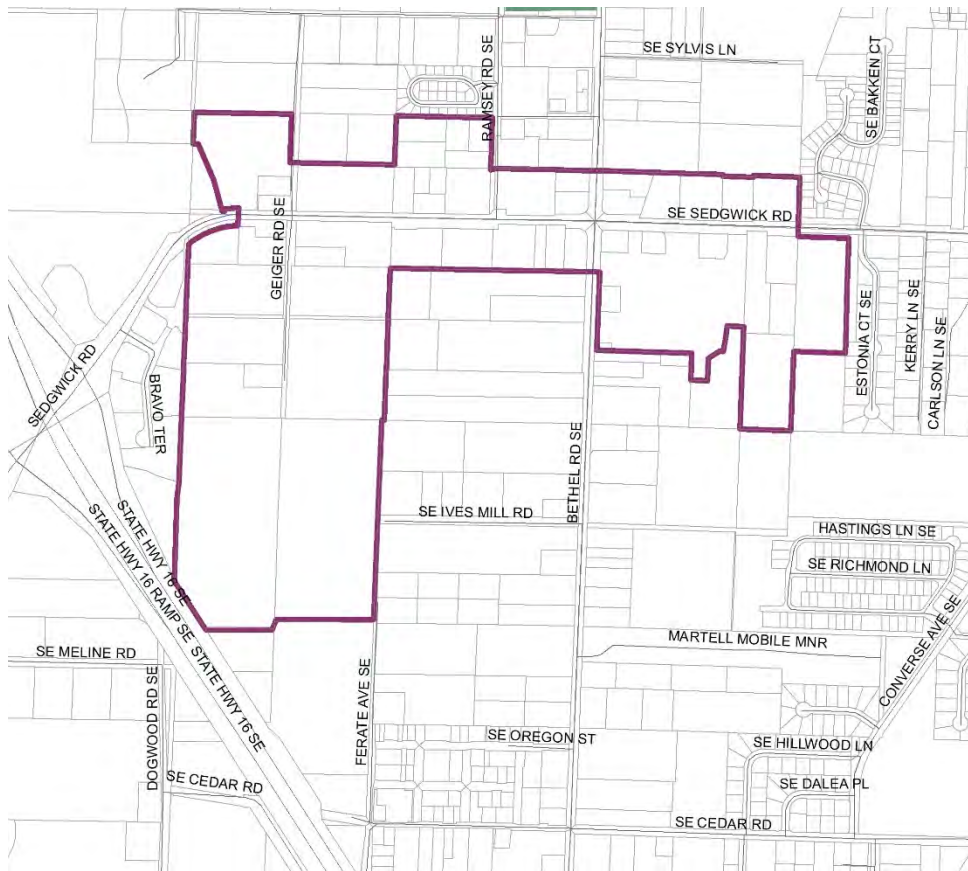
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2.7.5.5 Sedgwick/Bethel Countywide Center

The Sedgwick/Bethel Countywide Center consist of the Sedgwick Rd corridor from Geiger to the West to the city boundary to the East including the Bethel and Sedgwick intersection. In addition to commercial development and commercially zoned vacant land, this area includes a future park site and land zoned for multifamily development. The area is served by Kitsap Transit. The City should work to develop a sub area plan for this area prior to the next periodic comprehensive plan update. As of 2020, the Sedgwick/Bethel Countywide Center measures 161 acres containing 58 residents and 505 jobs. This equates to 4 activity units per acre under the PSRC regional centers framework.

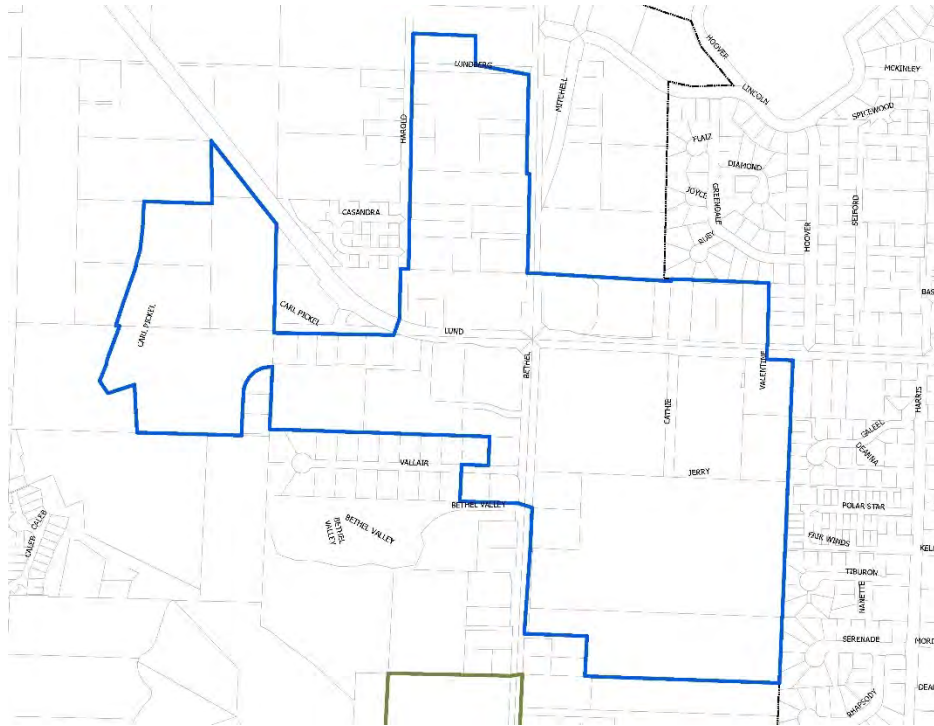
Exhibit 3



2.7.5.6 Bethel Lund Countywide Center

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

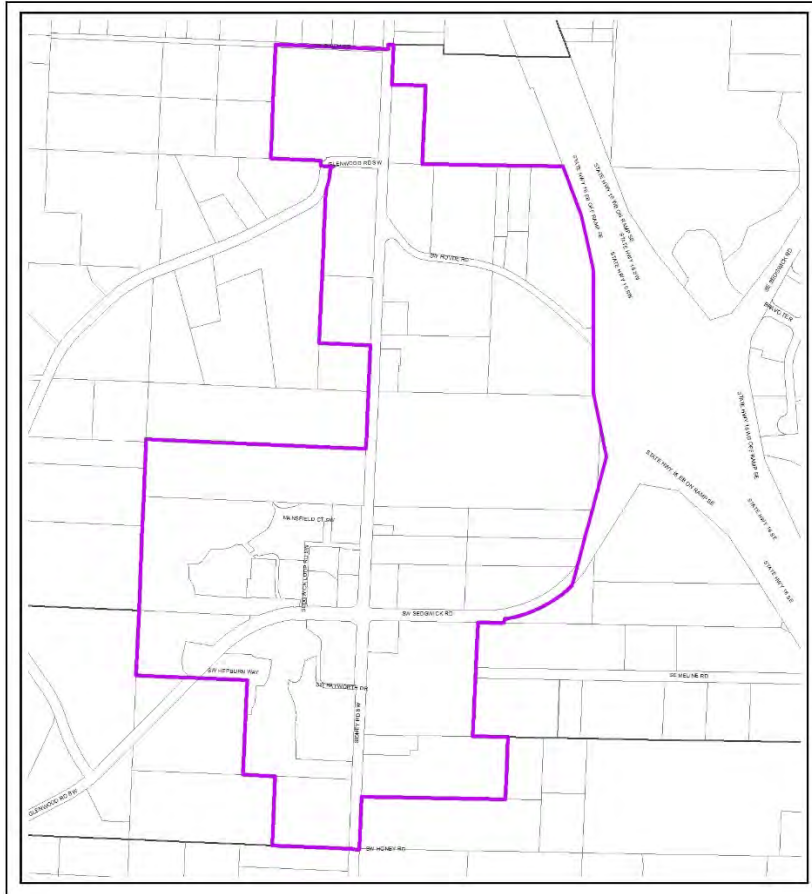
Exhibit 3



2.7.5.8 Sedgwick/Sidney (Ruby Creek Neighborhood) Countywide Center

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

Exhibit 3



2.7.5.8 Old Clifton Industrial Park Local Center

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

Exhibit 3



2.7.5.9 McCormick Woods Local Center

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

Exhibit 3



2.7.5.10 Annapolis Local Center

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

Exhibit 3



2.7.5.11 Bethel South (Salmonberry) Local Center

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

Exhibit 3



2.7.6 Road Map to Implementation

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

EXHIBIT 4

20.39.040 Use table.

(Gray shading separates categories into residential, commercial and industrial, and civic/parks)

Use Category Specific Use	R1	R2	R3	R4	R5	R6	GB	RMU	NMU	CMU	DMU	GMU	BPMU	CC	CH	IF	LI	HI	CI	PR	PF	Definition/Standards
Residential Uses																						
All household living, as listed below:																						
Single-family detached (including new manufactured homes)	P	P	P	--	--	P	P		P	--	--	--	P	--	--	--	--	--	--	--	--	20.39.600 – 615
Designated manufactured home, manufactured mobile home (except for new designated manufactured homes)	--	--	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	20.39.600 – 615
New designated manufactured home	P	P	P	--	--	P	P	P	P	--	--	--	P	--	--	--	--	--	--	--	--	
Two-family	--	P	P	--	--	P	--	P	P	--	--	--	P	--	--	--	--	--	--	--	--	20.39.600 – 615
Single-family attached (2 units)	--	P	P	--	--	P	--	P	P	--	--	--	P	--	--	--	--	--	--	--	--	20.39.600 – 615
Single-family attached (3 or 4 units)	--	P	P	P	P	P	--	P	P	P	P	P	P	P	--	P	--	--	--	--	--	20.39.600 – 615
Single-family attached (5 or 6 units)	--	--	P	P	P	P	--	P	P	P	P	P	P	P	--	P	--	--	--	--	--	20.39.600 – 615
Multifamily (3 or 4 units)	--	--	P	P	P	--	--	P	P	P	P	P	P	P	--	P	--	--	--	--	--	20.39.600 – 615
Multifamily (5 or more units)	--	--	P	P	P	--	--	P	P	P	P	P	P	P	--	P	--	--	--	--	--	20.39.600 – 615
Manufactured or mobile home park	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	20.39.600 – 615
Boarding house	--	--	--	C	C	--	--	--	C	--	--	P	C	--	--	--	--	--	--	--	--	
Congregate living facilities	--	--	C	C	C	--	--	--	C	--	--	P	C	--	--	--	--	--	--	--	--	
Lodging house	--	--	C	C	C	--	--	--	C	--	--	P	C	--	--	--	--	--	--	--	--	
Group home (up to 8 residents), except as for	P	P	P	P	P	P	P	P	P	--	--	--	P	--	--	--	--	--	--	--	--	20.39.600 – 615
Adult family home	P	P	P	--	--	P	P	P	P	--	--	--	P	--	--	--	--	--	--	--	--	

EXHIBIT 4

Use Category Specific Use	R1	R2	R3	R4	R5	R6	GB	RMU	NMU	CMU	DMU	GMU	BPMU	CC	CH	IF	LI	HI	CI	PR	PF	Definition/Standards
All group living (9 or more residents)	--	--	--	C	C	--	--	P	C	P	C	--	P	P	--	--	--	--	--	--	--	20.39.610
Social services facilities	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	--	--	--	20.39.615
Secured high risk social services facilities	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	C	--	--	--	--	
Public Uses																						
All civic uses, as listed below:																						
Community college, university, trade or tech school (8,000 square feet or less)	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	--	--	--	20.39.240
Community college, university, trade or tech school (more than 8,000 square feet)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	--	C	--	C	20.39.240
Club or lodge	--	--	--	--	--	--	--	--	--	P	--	P	P	P	--	--	--	--	P	--	--	20.39.240
Public use	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	P	P	20.39.240
Museum, library	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	--	--	--	--	--	P	20.39.240
Place of worship	C	C	C	C	C	--	--	--	--	P	--	P	P	P	--	--	--	--	P	--	--	20.39.240
School (K-12)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	20.39.240
Jail or detention center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	--	C	20.39.240
Transit park and ride lot	--	--	C	C	C	--	--	C	C	P	C	C	--	P	P	P	P	P	P	--	P	
Transfer station	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	P	20.39.230
Transit bus base	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	P	20.39.210
All open space and park uses, as listed below:																						
Cemetery	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	20.39.410
Golf course	C	C	C	--	--	C	--	--	--	--	--	--	--	C	--	--	--	--	--	P	P	20.39.410
Park, recreation field	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	--	--	P	P	20.39.410
Animal shelter or adoption center	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	C	C	C	--	C	20.39.200

EXHIBIT 4

Use Category Specific Use	R1	R2	R3	R4	R5	R6	GB	RMU	NMU	CMU	DMU	GMU	BPMU	CC	CH	IF	LI	HI	CI	PR	PF	Definition/Standards
All utilities, as listed below:																						
Minor utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	20.39.415
Major utilities	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	P	20.39.415
Wireless telecommunication facilities, as listed below:																						
Amateur radio operator tower	P	P	P	--	--	--	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	20.39.270
Small cell wireless telecommunication facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	20.39.270
Wireless telecommunication tower (excluding cell facilities)	C	C	C	C	C	C	--	C	C	C	C	C	C	C	C	C	C	C	C	--	C	20.39.270
Commercial Uses																						
All day care, as listed below:																						
Family day care (6 children or fewer)	P	P	P	--	--	P	P	--	--	--	--	--	P	--	--	--	--	--	--	--	--	20.39.505
Group day care (mini day care) (7 to 12)	C	C	C	--	--	C	C	C	P	P	--	P	P	P	--	--	--	--	--	--	--	20.39.505
Day care center (13 or more)	--	--	--	--	--	--	--	C	C	C	--	P	C	P	P	--	--	--	--	--	--	20.39.505
All indoor recreation, except as listed below:	--	--	--	--	--	--	--	--	C	P	C	P	--	P	P	--	--	--	--	C	--	
Shooting range	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	C	20.39.510
Special event facility	--	--	--	--	--	--	--	--	--	C	C	C	C	C	C	C	C	--	C	C	C	20.39.510
Commercial entertainment, except as follows:	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	--	--	--	--	--	
Adult entertainment	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	--	20.39.515
All outdoor recreation, except as listed below:	--	--	--	--	--	--	--	--	C	C	C	P	--	P	P	--	--	--	--	C	C	
Campground, travel trailer park, RV park (does not include mobile home park)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	20.39.530
Horse stable, riding academy, equestrian center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	20.39.530

EXHIBIT 4

Use Category Specific Use	R1	R2	R3	R4	R5	R6	GB	RMU	NMU	CMU	DMU	GMU	BPMU	CC	CH	IF	LI	HI	CI	PR	PF	Definition/Standards
Shooting range	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	20.39.530
Marina (upland areas)	--	--	--	--	--	--	--	--	--	--	C	C	--	C	C	C	C	C	C	C	C	20.39.575
All overnight lodging, as listed below:																						
Level 1: Vacation rentals or similar short-term house/room rentals	P	P	P	P	P	P	P	P	P	P	P	P	P	--	--	--	--	--	--	--	--	20.39.535
Level 2: Bed and breakfast (up to 7 rooms)	C	C	C	--	--	C	C	--	P	--	--	--	P	--	--	--	--	--	--	--	--	20.39.535
Level 3: Motel	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	--	--	--	--	20.39.535
Level 4: Hotel	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	--	--	--	--	--	--	20.39.535
All medical, except as listed below:	--	--	--	--	--	--	--	--	--	C	C	P	P	P	P	P	--	--	--	--	P	
Hospital	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	C	--	--	--	--	C	20.39.520
All office, except as listed below:	--	--	--	--	--	--	--	C	C	P	P	P	P	P	P	P	--	--	--	--	--	
Bail bonds	--	--	--	--	--	--	--	--	--	C	C	C	C	P	P	--	--	--	--	--	--	20.39.525
Surface parking: commercial parking, commercial lease parking or park and ride, remote parking	--	--	--	--	--	--	--	--	--	C	C	P	P	P	P	P	P	--	P	--	C	20.39.350
Commercial parking garage – standalone	--	--	--	--	--	--	--	--	--	C	C	C	C	P	P	P	--	--	--	--	C	20.39.350
Electric vehicle charging stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	20.12
All personal service, except as listed below:	--	--	--	--	--	--	--	C	C	P	C	P	P	P	P	C	--	--	--	--	--	
Funeral home	--	--	--	--	--	--	--	--	--	P	--	P	P	P	P	--	--	--	--	--	--	20.39.545
Crematorium	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	--	--	20.39.545
Indoor animal care	--	--	--	--	--	--	--	--	C	P	--	P	--	P	P	P	--	--	--	--	--	20.39.550
Outdoor animal care	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	C	--	--	--	--	20.39.555
Business services	--	--	--	--	--	--	--	C	P	P	P	P	P	P	P	P	--	--	C	--	--	20.39.570
Conference center	--	--	--	--	--	--	--	--	--	--	C	C	C	C	C	--	--	--	C	--	C	20.39.310

EXHIBIT 4

Use Category Specific Use	R1	R2	R3	R4	R5	R6	GB	RMU	NMU	CMU	DMU	GMU	BPMU	CC	CH	IF	LI	HI	CI	PR	PF	Definition/Standards
All restaurants except as listed below:	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	--	--	--	--	--	--	
Food truck	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	--	--	P	--	--	20.39.562
All retail sales, as listed below:																						
Retail establishment (up to 5,000 gross floor area)	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	--	--	P	--	--	20.39.565
Retail establishment (5,001 – 15,000 gross floor area)	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	P	--	--	--	--	--	20.39.565
Retail establishment (15,001 – 50,000 gross floor area)	--	--	--	--	--	--	--	--	--	--	--	P	--	P	P	P	--	--	--	--	--	20.39.565
Retail establishment (over 50,000 gross floor area)	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	--	--	--	--	--	20.39.565
Fireworks sales in accordance with Chapter 5.60 POMC	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	--	--	--	
Recreational marijuana sales	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	P	--	--	--	--	20.64
Convenience store with fuel pumps	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	--	--	--	20.39.565
Convenience store without fuel pumps	--	--	--	--	--	--	--	--	C	C	C	--	--	P	P	P	--	--	--	--	--	20.39.565
Fuel station, including fuel pumps and fuel sales without convenience store	--	--	--	--	--	--	--	--	--		--	--	--	--	C	--	P	--	--	--	--	
Automobile service station	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	--	--	--	--	20.39.300
All vehicle and tool/construction equipment sales and rental, as listed below:																						
Light vehicle and light tool or construction equipment sales and rental	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	20.39.565
Heavy vehicle and heavy tool or construction equipment sales and rental	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	--	20.39.565
All vehicle service and repair, as listed below:																						
Car wash	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	20.39.625

EXHIBIT 4

Use Category Specific Use	R1	R2	R3	R4	R5	R6	GB	RMU	NMU	CMU	DMU	GMU	BPMU	CC	CH	IF	LI	HI	CI	PR	PF	Definition/Standards	
Vehicle service and repair, minor	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	20.39.640	
Vehicle service and repair, major	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	20.39.645
Vehicle service and repair, commercial vehicle	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	20.39.650
Industrial Uses																							
All heavy industrial	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	20.39.605
All light manufacturing, except as listed below	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	
Commercial laundry, dry cleaning or carpet cleaning facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	20.39.610
Brewery, distillery under 5,000 square feet	--	--	--	--	--	--	--	--	--	--	P	P	--	--	P	--	--	--	--	--	--	--	
Brewery, distillery 5,001 – 15,000 square feet	--	--	--	--	--	--	--	--	--	--	C	C	--	C	P	P	--	--	--	--	--	--	
Brewery, distillery over 15,000 square feet	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	--	--	
Craft shop	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	P	P	P	--	--	--	--	20.39.610
Food and beverage processing, boutique (artisan) used for processing less than 3,000 square feet	--	--	--	--	--	--	--	P	P	P	P	P	--	P	P	P	P	P	--	--	--	--	20.39.610
Food and beverage processing, industrial	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	20.39.610
Recreational marijuana production	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	--	--	20.64
All research and development	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	--	--	--	--	20.39.615
Resource extraction – mining, dredging, raw mineral processing, except:	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	--	20.39.620
Timber harvesting in the absence of concurrent development	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	
Sand and gravel mining	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	--	
Stockpiling of sand, gravel or other aggregate materials	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	--	--	P	--	20.39.620

EXHIBIT 4

Use Category Specific Use	R1	R2	R3	R4	R5	R6	GB	RMU	NMU	CMU	DMU	GMU	BPMU	CC	CH	IF	LI	HI	CI	PR	PF	Definition/Standards
Sheet metal, welding, machine shop, tool and equipment manufacturing, vehicle painting	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	P	--	--	P	20.39.610
All warehouse, storage and distribution, as listed below:	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	C	C	--	--	--	
Enclosed storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	--	20.39.655
Self-service storage, mini-warehouse	--	--	--	--	--	--	--	--	--	C	--	--	--	C	C	C	--	--	--	--	--	20.39.655
Storage yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	P	P	--	--	P	20.39.470
All waste-related service, including wastewater treatment facilities, decant facilities and recycling centers	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	P	20.39.660
Recreational marijuana processing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	--	20.64
Agricultural Uses																						
All agriculture, as listed below:																						
Agricultural processing, excluding marijuana processing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	--	--	--	20.39.500
Community garden	P	P	P	P	P	P	--	P	P	P	--	--	--	--	--	--	--	--	--	P	P	20.39.500
Nursery	--	--	--	--	--	--	P	--	--	--	--	--	--	P	P	P	P	--	--	--	--	20.39.500
Winery	--	--	--	--	--	--	C	--	--	C	C	C	--	P	P	P	P	--	--	--	--	20.39.500
Accessory Uses																						
Accessory uses not otherwise listed below, as determined by the administrator:																						
Accessory dwelling units, as listed below:																						
Accessory apartment (attached dwelling)	P	P	P	--	--	P	P	--	--	--	--	--	P	--	--	--	--	--	--	--	--	20.39.600 , 20.68
Backyard cottage dwelling	P	P	P	--	--	P	P	--	--	--	--	--	P	--	--	--	--	--	--	--	--	20.39.600
Drive-through facility	--	--	--	--	--	--	--	--	--	C	--	--	--	P	P	P	P	--	--	--	--	20.39.610

EXHIBIT 4

Use Category Specific Use	R1	R2	R3	R4	R5	R6	GB	RMU	NMU	CMU	DMU	GMU	BPMU	CC	CH	IF	LI	HI	CI	PR	PF	Definition/Standards
Home occupation	P	P	P	P	P	P	P	P	P	--	--	--	P	--	--	--	--	--	--	--	--	20.39.615
Home business	P	P	P	--	--	P	P	--	--	--	--	--	P	--	--	--	--	--	--	--	--	20.39.620
Livestock keeping	P	P	P	--	--	--	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	20.39.625
Outdoor display	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	--	--	--	20.39.630
Outdoor storage as listed below:																						
Low-impact	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	--	--	--	20.39.635
High-impact	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	20.39.635
Self-storage as accessory use to apartment building	--	--	--	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	20.39.640
Vehicle service and repair, accessory to a residential use	P	P	--	--	--	P	P	--	--	--	--	--	--	P	P	--	--	--	--	--	--	20.39.645
Park as accessory use to residential develop	P	P	P	P	P	P	--	P	P	P	P	P	P	--	--	--	--	--	--	--	--	
Medical marijuana cooperative	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	--	--	--	--	20.64

Key: P = Permitted Use C = Conditional Use -- = Use Not Permitted

EXHIBIT 5

20.127.130 Community design framework maps.

(1) Figure 20.127.130 below is an overview map of the applicable planning areas within Port Orchard. Examine the map to determine which map or figure relates to individual properties.

(2) Figures 20.127.130(1) through (16) include community design framework maps for applicable mixed use and nonresidential zones throughout Port Orchard.

Figure 20.127.130
Port Orchard Community Design Framework Maps Index

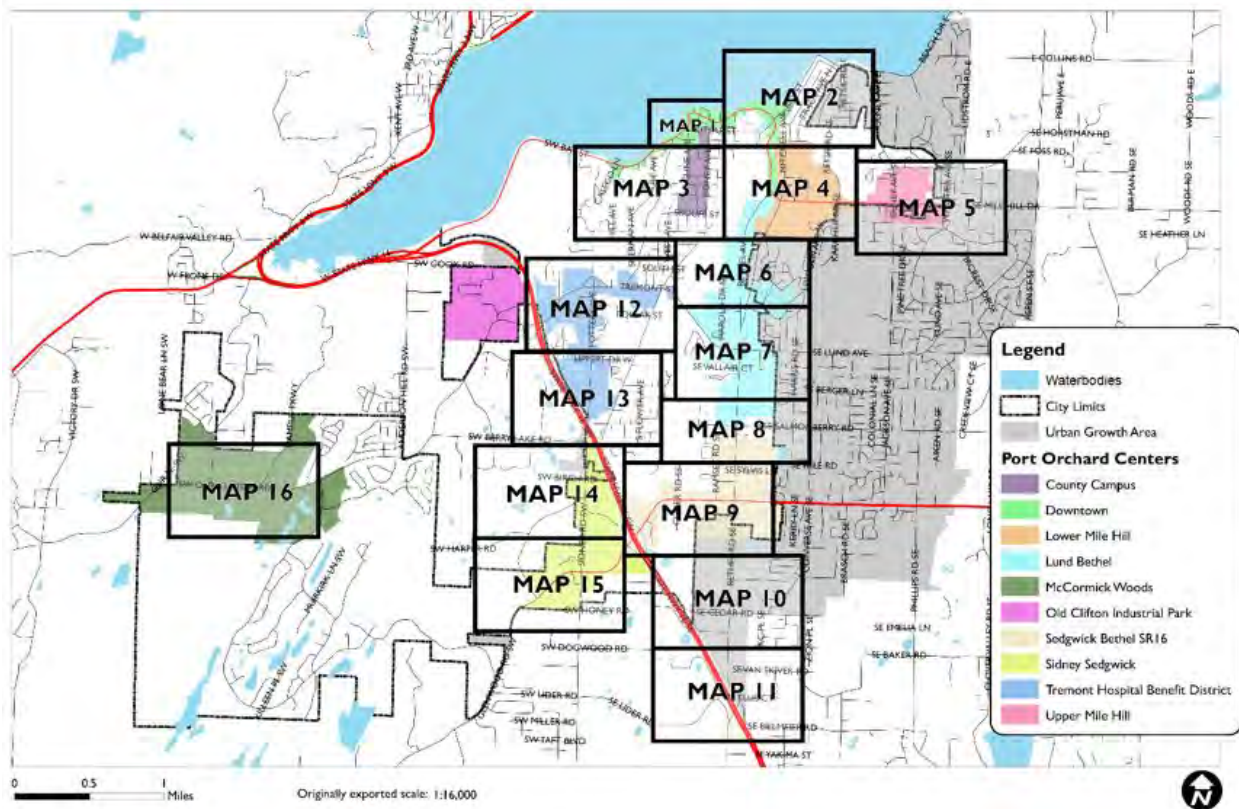


EXHIBIT 5

Figure 20.127.130(1)
Map #1 - Downtown West

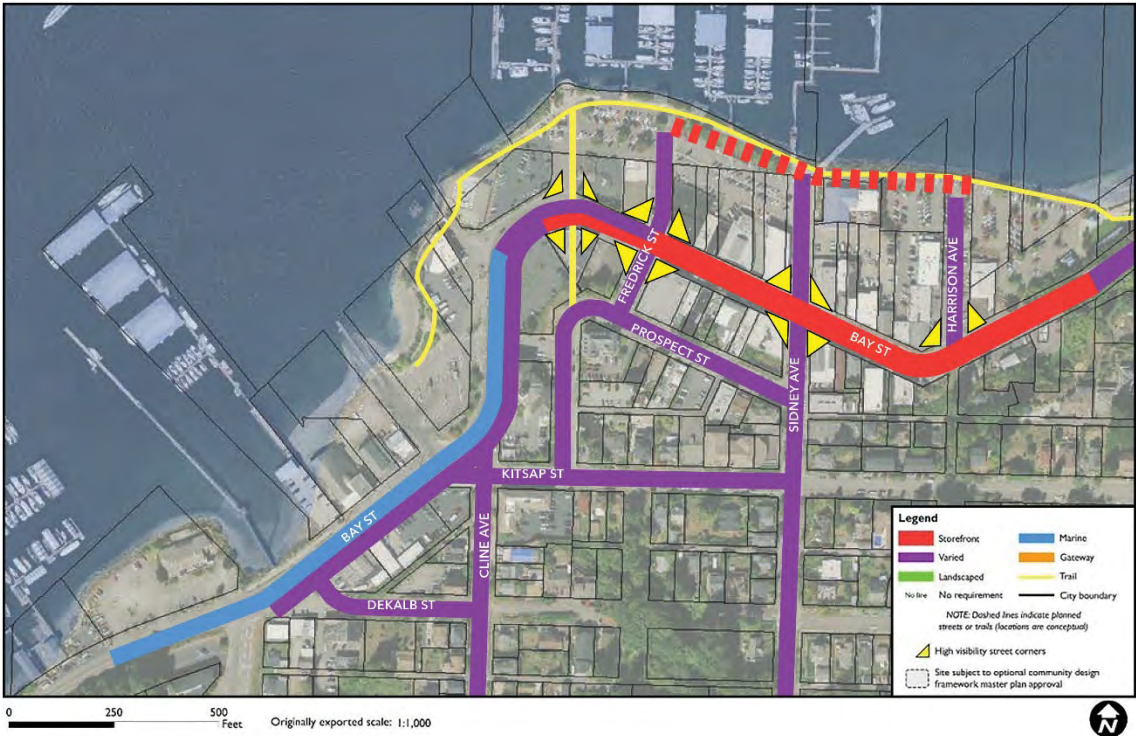


EXHIBIT 5

Figure 20.127.130(2)
Map #2 – Downtown East

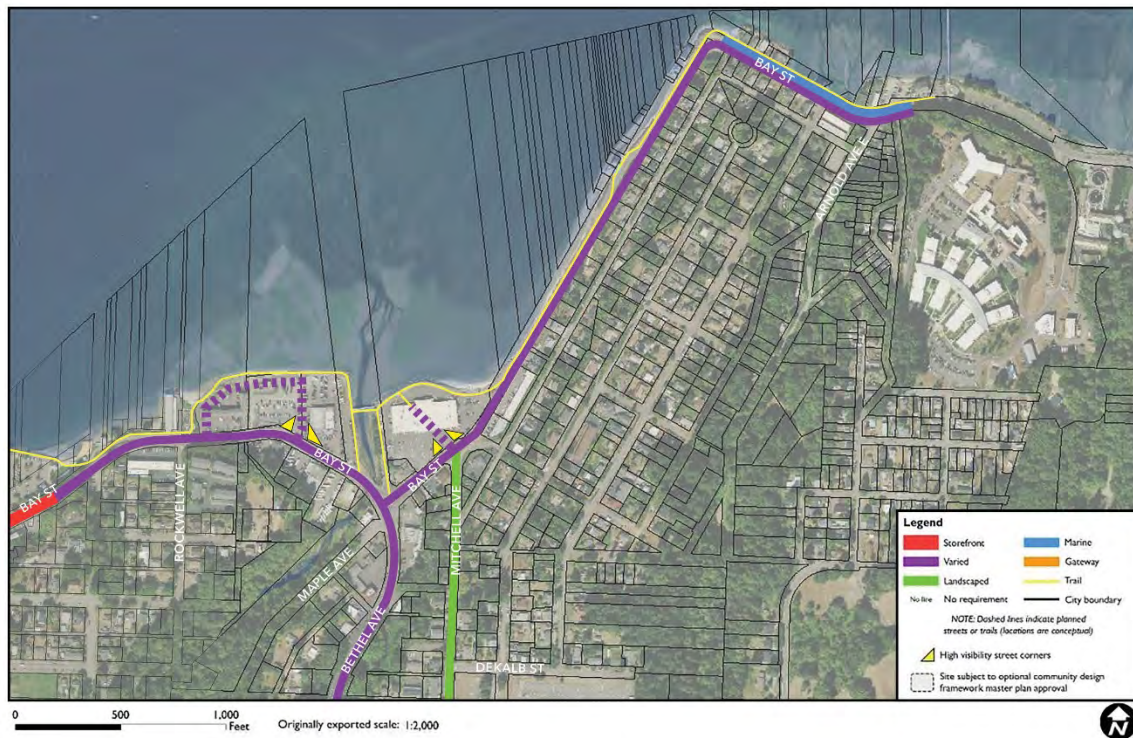


EXHIBIT 5

Figure 20.127.130(3)
Map #3 – County Campus

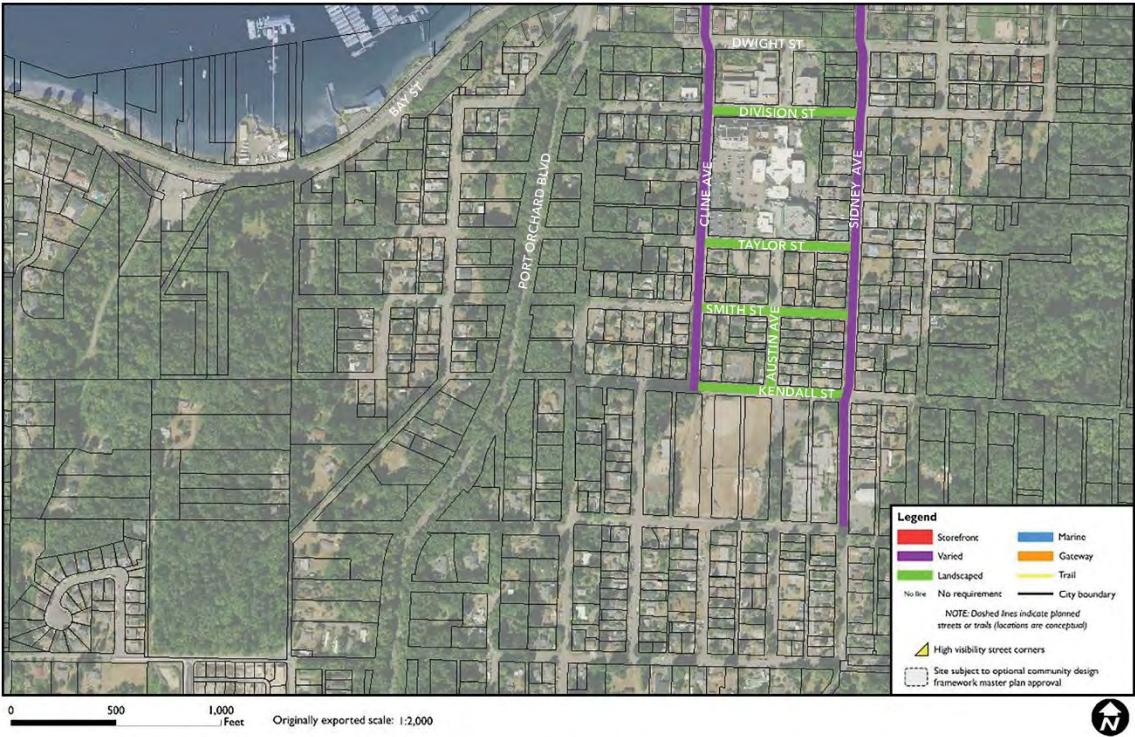


Figure 20.127.130(4)
Map #4 – Lower Mile Hill

EXHIBIT 5

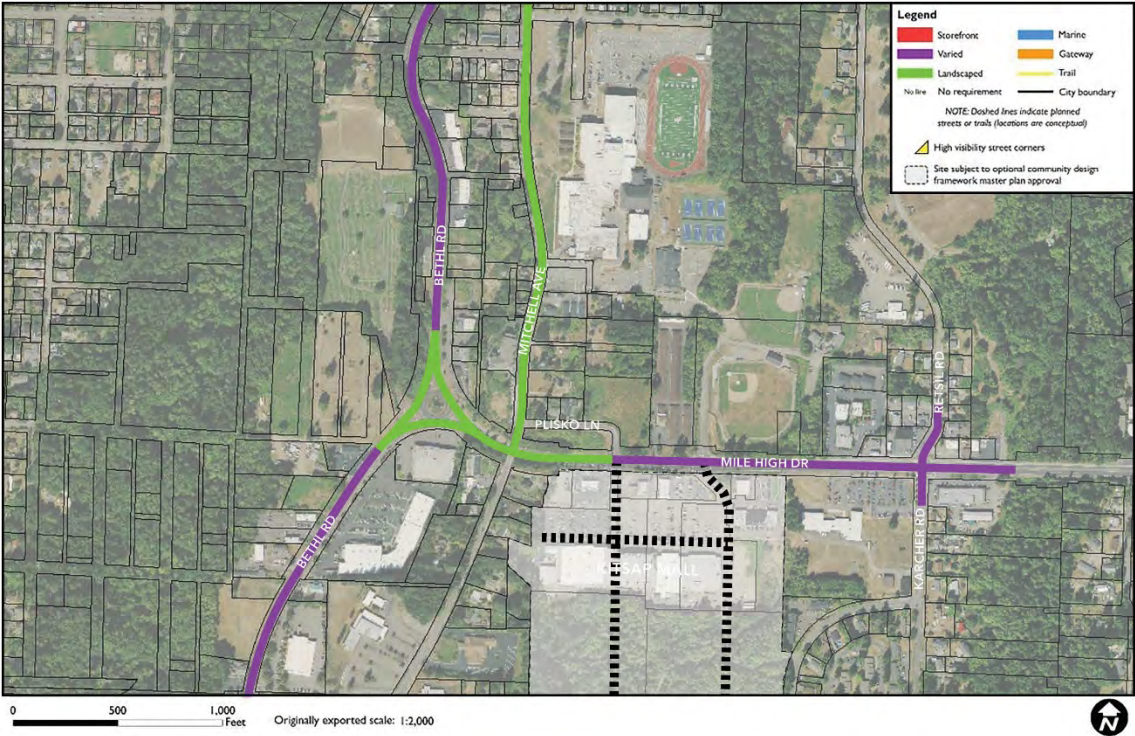


EXHIBIT 5

Figure 20.127.130(5)
Map #5 – Upper Mile Hill

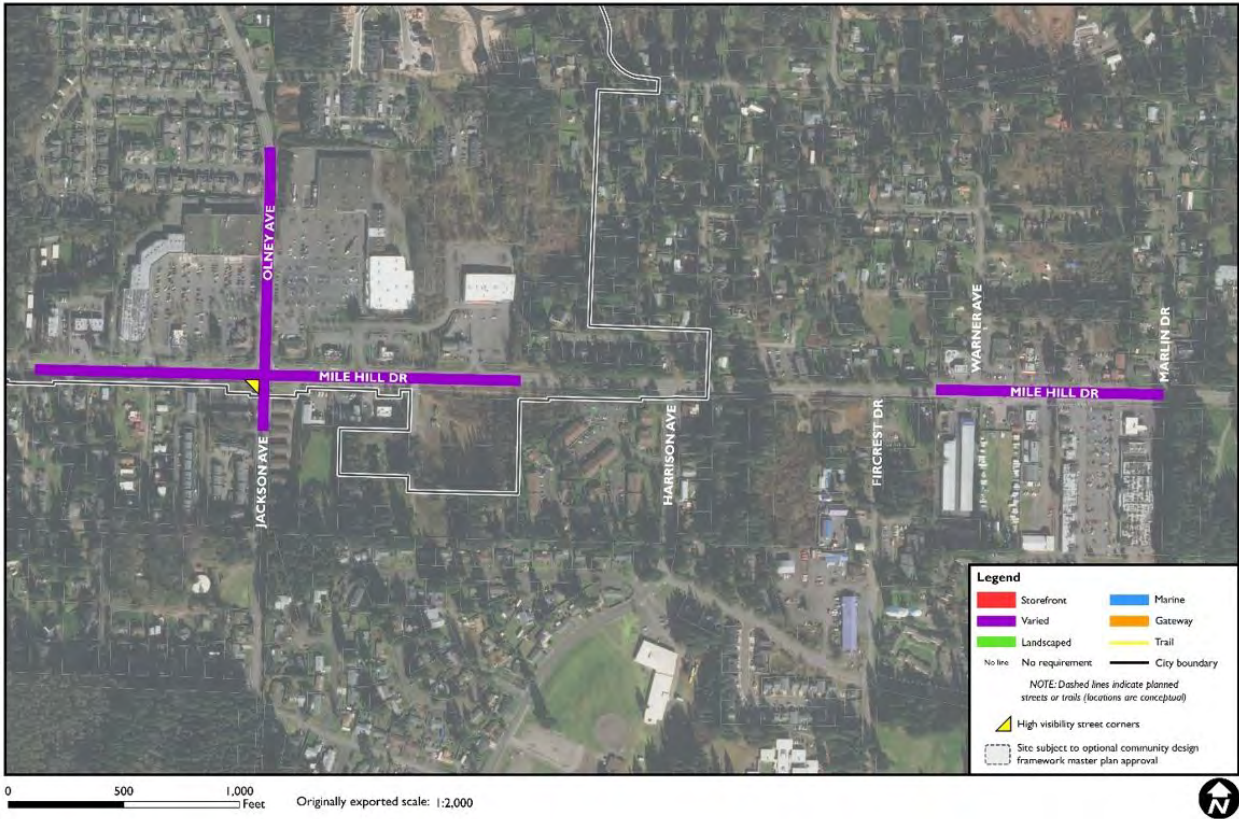


EXHIBIT 5

Figure 20.127.130(6)
Map #6 – Bethel North

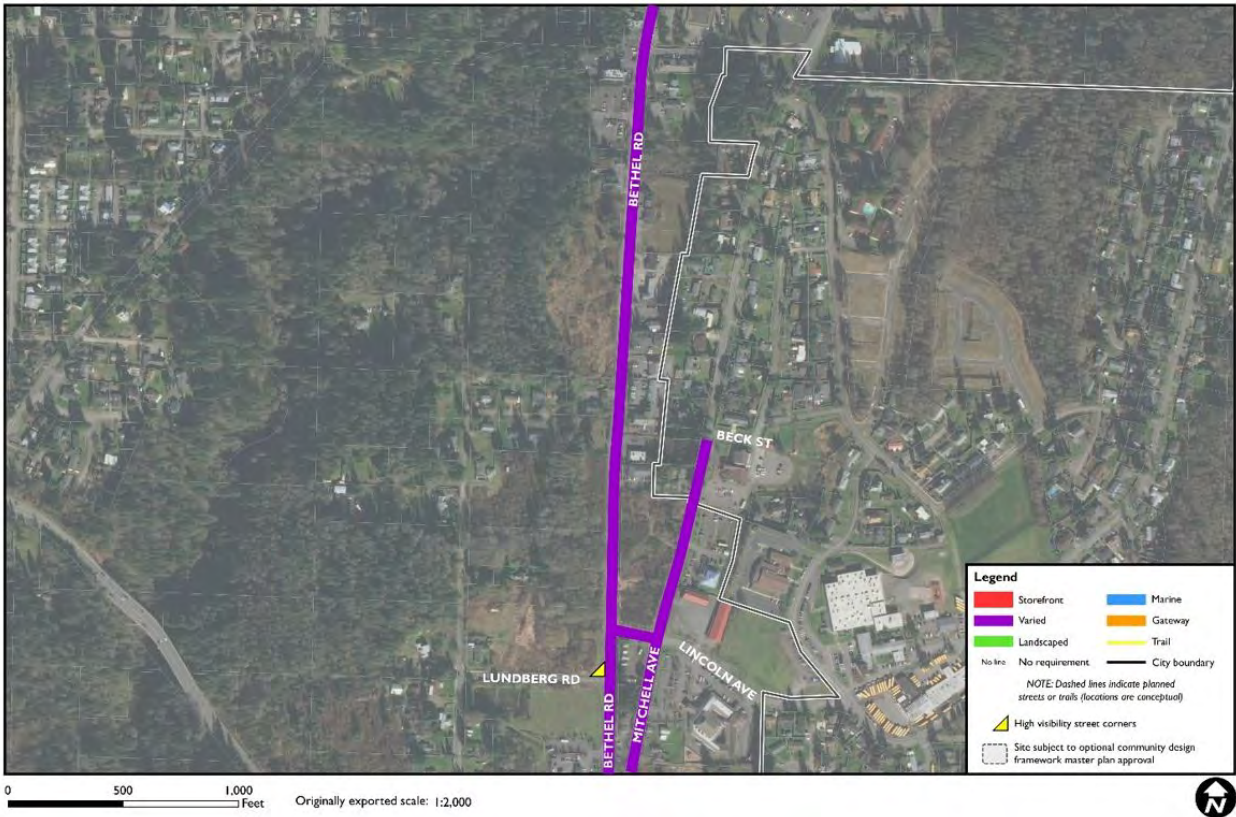


EXHIBIT 5

Figure 20.127.130(7)
Map #7 – Lund Bethel

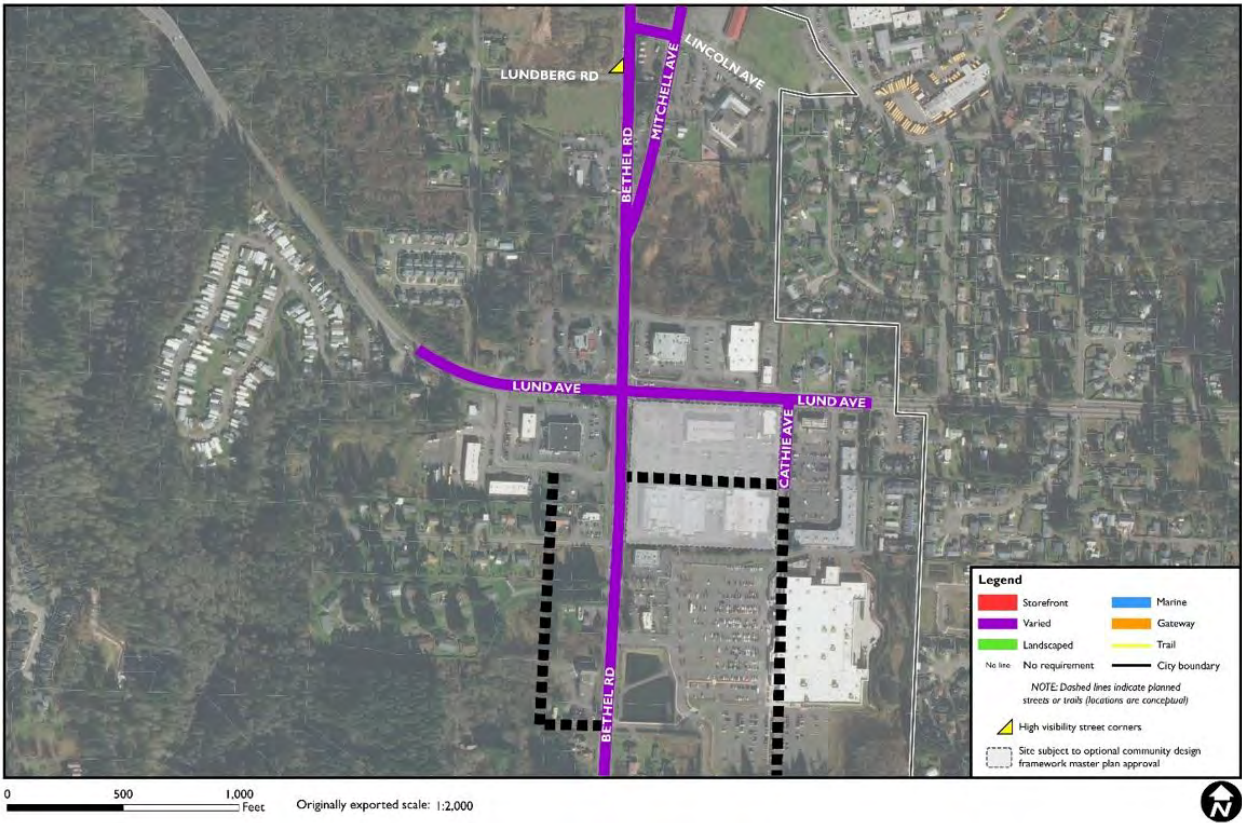


EXHIBIT 5

Figure 20.127.130(8)
Map #8 – Bethel South

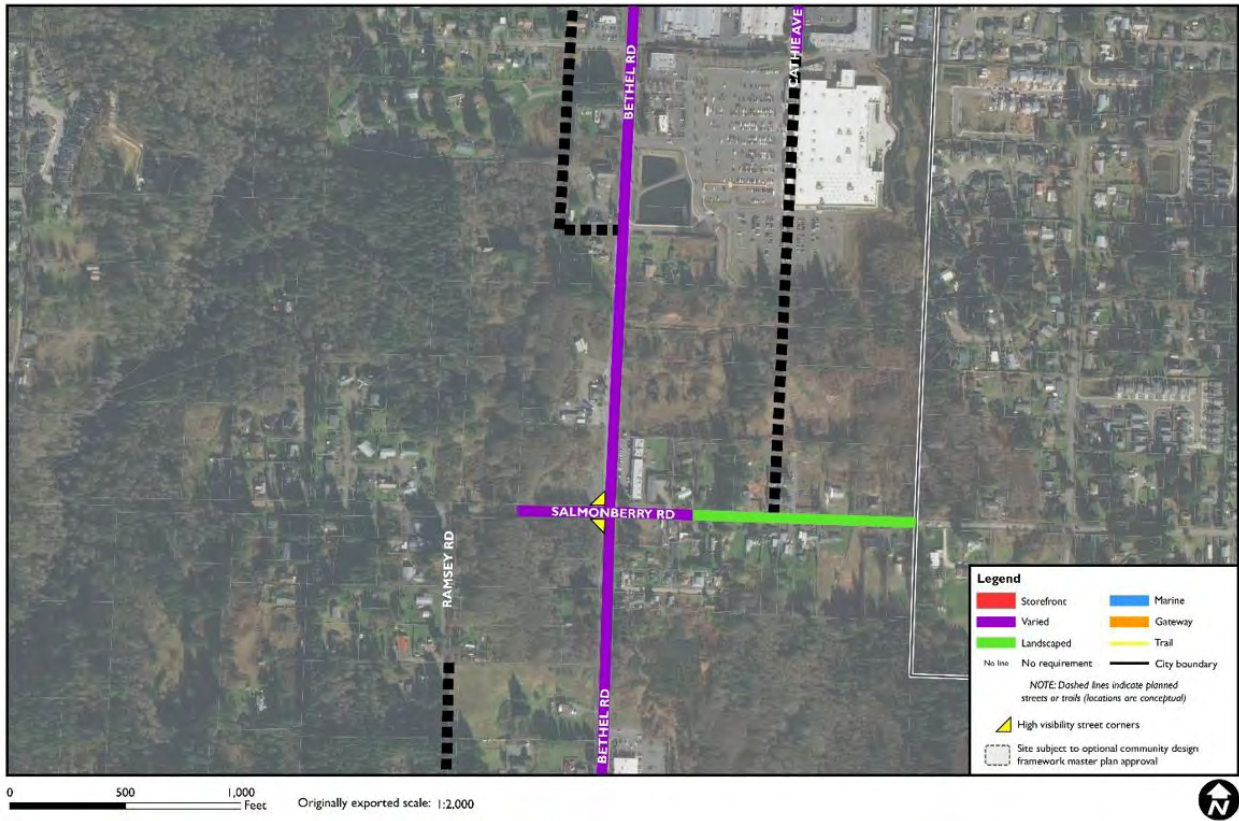


EXHIBIT 5

Figure 20.127.130(9)
Map #9 – Sedgwick Bethel SR16

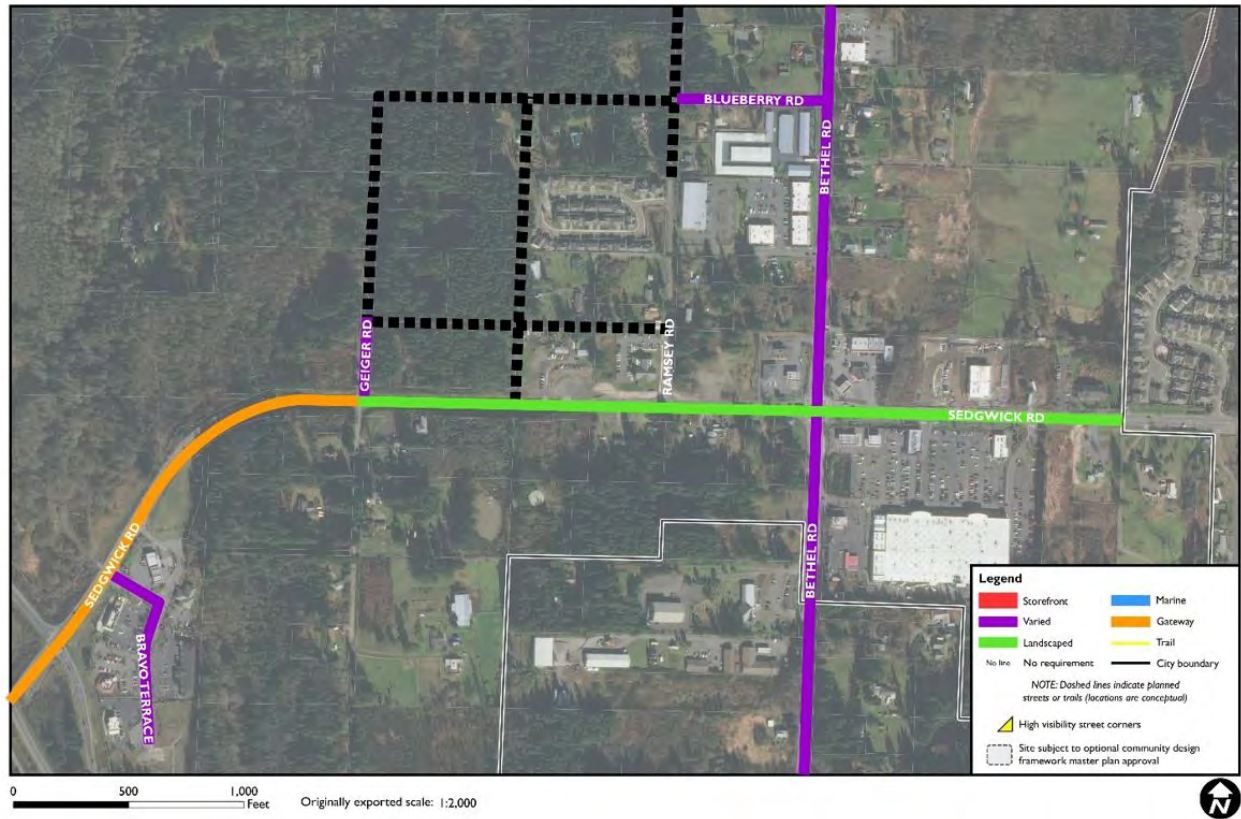


EXHIBIT 5

Figure 20.127.130(10)
Map #10 – Bethel Cedar



EXHIBIT 5

Figure 20.127.130(11)
Map #11 – Bethel Lider



EXHIBIT 5

Figure 20.127.130(12)
Map #12 - Tremont



EXHIBIT 5

Figure 20.127.130(13)
Map #13 – Cedar Heights



EXHIBIT 5

Figure 20.127.130(14)
Map #14 – Sidney Glen

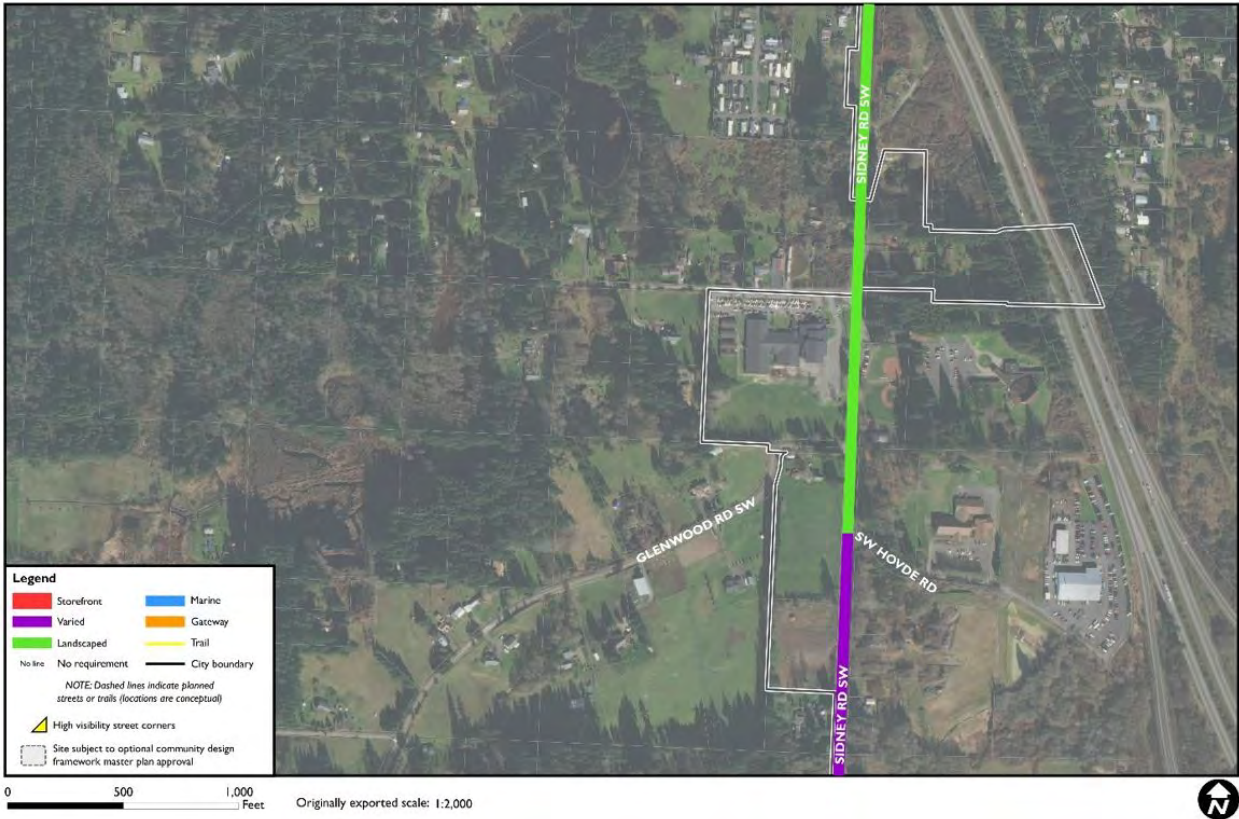


EXHIBIT 5

Figure 20.127.130(15)
Map #15 – Sidney Sedgwick



EXHIBIT 5

Figure 20.127.130(16)
Map #16 – McCormick Woods





Agenda Staff Report

Agenda Item No.:	<u>Business Item 7A</u>	Meeting Date:	<u>May 25, 2021</u>
Subject:	<u>Adoption of an Ordinance Amending</u>	Prepared by:	<u>Mark Dorsey, P.E.</u>
	<u>Port Orchard Municipal Code 13.04.025</u>		<u>Public Works Director</u>
	<u>and Increasing the Water System Capital</u>	Atty Routing No.:	<u>366922.0013 – Water</u>
	<u>Facilities Charge</u>	Atty Review Date:	<u>May 20, 2021</u>

Summary: At the April 27, 2021 Regular City Council Meeting, Staff presented the Water System Capital Improvement Program 2020-2030, which included 1) the updated Water System Capital Improvement Plan (CIP) and 2) methodology alternatives for an update to the City’s Water System Capital Facility Charge (CFC). The purpose of the presentation was to 1) determine whether the current Water System CFC’s are adequate to fund both the needed Water CIP’s and to maintain the current water system and 2) to explore alternative CFC methodologies. Consistent with the direction from Council at previous meetings, Ordinance No. 023-21 will amend POMC 13.04.025 to effectuate the proposed increase to the Water CFC. Please recall that on May 11, 2021 and earlier this evening Public Hearings were held on this matter.

Relationship to Comprehensive Plan: Chapter 7 – Utilities.

Recommendation: Staff recommends adoption of Ordinance No. 023-21, amending POMC 13.04.025 and increasing the Water System Capital Facilities Charge.

Motion for Consideration: I move to adopt Ordinance No. 023-21, amending POMC 13.04.025 and increasing the Water System Capital Facilities Charge.

Alternatives: Do not adopt the Ordinance.

Fiscal Impact: Adoption of Ordinance No. 023-21 will have fiscal impact and a Budget Amendment may be required.

Attachments: Ordinance No. 023-21 Redline and Ordinance No. 023-21 Clean.

ORDINANCE NO. 023-21

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO THE WATER CAPITAL FACILITY CHARGE (CFC); AMENDING PORT ORCHARD MUNICIPAL CODE (POMC) SECTION 13.04.025, FEE SCHEDULE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orchard charges a Water Capital Facility Charge (CFC), levied upon new connections, changes in use, and building modifications which increase the total number of ERUs connected to the City's water utility; and

WHEREAS, the City has prepared a Water System Plan Update, which includes an updated Water System Capital Improvement Plan (CIP), which form the basis for calculation of the City's Water CFC; and

WHEREAS, while the City's larger Water System Plan Update is awaiting approval by the Washington State Department of Health (DOH) prior to final adoption, the City Council adopted the 2021 Water System CIP on May 11, 2021 due to the City's urgent need to update the City's Water CFC can more accurately reflect current needs and costs; and

WHEREAS, prior to adoption of the Water System CIP, the City Council began discussion of a Water System CIP and Water CFC Update at the October 20, 2020 Utility Committee Meeting; and

WHEREAS, the City Council deliberated on a Water System CIP and CFC Update following a presentation by Katy Isaksen & Associates, Inc. at the April 20, 2021 Work Study Session and a follow-up presentation at the April 27, 2021 Regular City Council Meeting by city staff, and again on May 11, 2021 at a Regular City Council Meeting, and the May 18, 2021 Work Study Session, and finally at the May 25, 2021 Regular City Council Meeting; and

WHEREAS, the Port Orchard City Council desires to amend the codified Water CFC, set out at Port Orchard Municipal Code Chapter 13.04 to provide for a Water Capital Facility Charge (CFC) Update to respond to the updated Water System CIP; and

WHEREAS, two (2) duly noticed Public Hearings were held on the Water CFC Update on May 11, 2021 and May 25, 2021 before the City Council; and

WHEREAS, the City Council finds that the amendments herein to POMC 13.04.025 are consistent with goals and policies of the City's Comprehensive Plan and related regulations, and serve the public health, safety, and general welfare of the citizens of Port Orchard; now, therefore,

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

SECTION 1. Port Orchard Municipal Code 13.04.025 is hereby amended to read as attached at Exhibit A hereto.

SECTION 2. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this ordinance.

SECTION 3. This ordinance shall be posted and published as required by law, and shall be effective and in full force beginning on June 14, 2021, provided, however, that any project for which a building permit application was accepted by the City on or before March 1, 2021 shall only be required to pay the applicable water capital facility charges that existed immediately prior to the adoption of this ordinance (unless the building permit expires or the application is cancelled), provided further this exemption shall only be available if those charges are paid in full by the applicant no later than close of business on August 31, 2021. Upon the effective date of this ordinance: (1) any applicant with a pending application for a building permit that was not accepted by March 1, 2021 shall be charged the charges established in this ordinance; and (2) any applicant with an application for building permit that was accepted by March 1, 2021 but the charges are not paid before close of business on August 31, 2021 shall pay the charges established in this ordinance. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 25th day of May 2021.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Sponsored by:

Charlotte A. Archer, City Attorney

Cindy Lucarelli, Councilmember

PUBLISHED: May 28, 2021
EFFECTIVE DATE: July 1, 2021

Exhibit A**13.04.025 Fee schedule.**

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

Water Sewer Connection Fees

Water Capital Facility Charge	POMC 13.04.030(1)(a)
Residential – Per ERU	\$11,571 5,945

Water Capital Facility Charge Nonresidential – Based on Meter Size	POMC 13.04.030(1)(b)
3/4"	\$11,571 5,945
1"	\$19,324 9,928
1-1/2"	\$38,531 49,797
2"	\$61,673 31,687
3"	\$115,710 59,450
4"	\$192,889 99,103
Irrigation	No connection fee

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

Connection Fees/Labor Installation Fees	POMC 13.04.033(1)
3/4"	\$1,113.73
1"	\$1,336.49

Water Sewer Connection Fees	
1-1/2"	\$1,670.61
2"	\$2,227.48
Larger	Estimated case by case

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

Sewer Capital Facility Charge, consisting of both:	POMC 13.04.040(2)
Sewer Wastewater Treatment Facility Fee	POMC 13.04.040(2)
Per ERU	\$3,597.37
McCormick Land Co. Div. 1-10 Per ERU	\$881.25
General Facility Fee	POMC 13.04.040(2)
Per ERU	\$8,525

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

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

Billing and Miscellaneous Charges
--

Billing Charges	POMC 13.04.050
Water/Sewer Delinquency Notice at Location	\$10.00

Water Shutoff Fee	\$40.00
Meter Turn-Off Violations (as Determined by City)	\$250.00

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

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

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

Water Plan Review Fees

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

Sewer Plan Review Fees

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

Water Inspection Fees

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

Sewer Inspection Fees

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

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

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

ORDINANCE NO. 023-21

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WHEREAS, the City of Port Orchard charges a Water Capital Facility Charge (CFC), levied upon new connections, changes in use, and building modifications which increase the total number of ERUs connected to the City's water utility; and

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WHEREAS, the Port Orchard City Council desires to amend the codified Water CFC, set out at Port Orchard Municipal Code Chapter 13.04 to provide for a Water Capital Facility Charge (CFC) Update to respond to the updated Water System CIP; and

WHEREAS, two (2) duly noticed Public Hearings were held on the Water CFC Update on May 11, 2021 and May 25, 2021 before the City Council; and

WHEREAS, the City Council finds that the amendments herein to POMC 13.04.025 are consistent with goals and policies of the City's Comprehensive Plan and related regulations, and serve the public health, safety, and general welfare of the citizens of Port Orchard; now, therefore,

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SECTION 3. This ordinance shall be posted and published as required by law, and shall be effective and in full force beginning on June 14, 2021, provided, however, that any project for which a building permit application was accepted by the City on or before March 1, 2021 shall only be required to pay the applicable water capital facility charges that existed immediately prior to the adoption of this ordinance (unless the building permit expires or the application is cancelled), provided further this exemption shall only be available if those charges are paid in full by the applicant no later than close of business on August 31, 2021. Upon the effective date of this ordinance: (1) any applicant with a pending application for a building permit that was not accepted by March 1, 2021 shall be charged the charges established in this ordinance; and (2) any applicant with an application for building permit that was accepted by March 1, 2021 but the charges are not paid before close of business on August 31, 2021 shall pay the charges established in this ordinance. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 25th day of May 2021.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

Charlotte A. Archer, City Attorney

Cindy Lucarelli, Councilmember

PUBLISHED: May 28, 2021
EFFECTIVE DATE: July 1, 2021

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Sewer Plan Review Fees

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Main Extension Review Per lineal foot of main	\$0.30
Pump Station Review	\$300.00
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Water Inspection Fees

Inspection	POMC 13.04.031
Main Extension Inspection Per lineal foot of main	\$1.25
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Sewer Inspection Fees

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

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

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



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Business Item 7B
Subject: Adoption of an Ordinance Approving the
Final Downtown Subarea Plan and Proposed
Amendments to the Comprehensive Plan and
Development Regulations

Meeting Date: May 25, 2021
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: See staff report for Public Hearing.

Relationship to Comprehensive Plan: See staff report for Public Hearing.

Alternatives: Revise the Downtown Subarea Plan and/or proposed amendments to the Comprehensive Plan and development regulations. The City received a grant from the Department of Commerce under E2SHB 1923 to prepare a subarea plan and development regulations for the Downtown and County Campus centers, and has committed to fulfill the terms of this contract (Contract C081-19).

Recommendation: City staff recommend approval of an Ordinance adopting the Downtown Subarea Plan and the proposed amendments to the Comprehensive Plan and development regulations, as presented.

Motion for Consideration: “I move to adopt an Ordinance adopting the Downtown Subarea Plan and the proposed amendments to the Comprehensive Plan and development regulations, as presented.”

Fiscal Impact: See staff report for Public Hearing.

Attachments: See staff report for Public Hearing.



City of Port Orchard

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Agenda Staff Report

Agenda Item No.:	Business Item 7C	Meeting Date:	May 25, 2021
Subject:	Adoption of an Ordinance Regarding Special Event Permits After July 1, 2021, Under Governor's COVID-19 Guidance	Prepared by:	Brandy Rinearson, Clerk Charli Archer, City Attorney
		Atty Routing No:	366922.0005 – Clerk
		Atty Review Date:	May 20, 2021

Summary: The City regulates special events on public property or that impact the public's use of public property, such as fairs, parades, and fun runs, to ensure the safe coexistence of these events with the general public. The City has been in a continued state of emergency since March 2020, and subject to restrictions established by the Governor and state and local health officials cautioning against the conduct of special events and large gatherings. Consistent with that direction, by motion on March 16, 2021, the City Council suspended the receipt of applications for special events due to the COVID-19 pandemic, pending additional guidance from the Governor and health officials.

On May 13, 2021, Governor Inslee announced a statewide reopening date of June 30, 2021, and the transition of all counties to Phase 3 of the Healthy WA: Roadmap to Recovery reopening plan, effective May 18, 2021. That announcement (see Exhibit 1) stated that the Governor anticipates a "full reopening" on June 30 but stated the "announcement does not mean that Washington's state of emergency will lift on June 30." The Governor's Office, Health Officials, and the WA Dept of Labor and Industries continue to work on specific guidance as to implementation of this directive after June 30. While in Phase 3, special events are limited to 50% capacity (indoor) or 400 people (outdoor), as well as the requirements set out in directives from the Governor and the WA Dept. of Labor and Industries for events (see Exhibits 2 and 3), eating and drinking (see Exhibit 4) and foot and motorized races (see Exhibit 5). The City has received requests from event hosts and sponsors who seek to hold events in July 1, 2021.

By the proposed Ordinance, the Council would authorize staff to begin receiving applications for events that will occur after July 1, 2021. The POMC currently requires an applicant is submitted a minimum thirty (30) days in advance of the event for events that do not involve road closure and one hundred and twenty (120) days for events that require road closure. In addition, applicants who apply for an event that does not require road closure less than ninety (90) days but thirty (30) or more days prior to the event pay an additional \$50 nonrefundable processing fee.

For events to occur in July 2021, the Council would need to modify these timelines. Staff recommends a minimum of thirty days to process, but if workflow is reprioritized the timeline could be shortened. Staff recommends advising applicants that the event will be subject to all applicable COVID-19 related restrictions that exist at the time of the event, as well as cautioning applicants that the City cannot control whether the event receives approval from other relevant agencies, including but not limited to

Washington State Department of Health, Department of Transportation, Department of Labor & Industries, Kitsap Transit, and the South Kitsap Fire and Rescue.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends Council authorize the receipt of applications for special events, subject to certain restrictions.

Motion for Consideration: I move to adopt an Ordinance temporarily modifying Chapter 5.94 of the Port Orchard Municipal Code and authorizing the receipt of special event permits for events occurring after July 1, 2021, subject to conditions.

Alternatives: Do not approve.

Fiscal Impact: The Ordinance calls for the waiver of a \$50 rush administrative fee.

Attachments: Proposed Ordinance

Exhibit 1 – Governor Inslee May 13, 2021 reopening announcement

Exhibit 2 – Governor Directive on Fairs, Parades, Festivals and Special Events (April 26, 2021)

Exhibit 3 – Governor Directive on Weddings, Funerals and Events (May 13, 2021)

Exhibit 4 – Governor Directive on Eating and Drinking Establishments (May 13, 2021)

Exhibit 5 – Governor Directive on Foot and Motorized Racing (April 7, 2021)

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO SPECIAL EVENTS; TEMPORARILY MODIFYING POMC 5.94.030(3) AND POMC 5.94.040(12); PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orchard has adopted regulations for the conduct of special events within the City, defined as an activity proposed to occur that affects the public's ordinary use of city property, public parks, and/or rights-of-way, including but not limited to runs, street dances, block parties, and parades; and

WHEREAS, the City has been in a continued state of emergency since March 2020, and subject to restrictions established by the Governor and state and local health officials cautioning against the conduct of special events and large gatherings; and

WHEREAS, consistent with that direction, by motion on March 16, 2021, the City Council suspended the receipt of applications for special events due to the COVID-19 pandemic, pending additional guidance from the Governor and health officials; and

WHEREAS, on May 13, 2021, Governor Inslee announced a statewide reopening date of June 30, 2021, and the transition of all counties to Phase 3 of the Healthy WA: Roadmap to Recovery reopening plan, effective May 18, 2021; and

WHEREAS, the Council desires to allow special events to be held, consistent with direction from the Governor and public health officials, following the statewide reopening, and to temporarily waive the time periods and rush fees set out in the POMC for events held in July, August and September 2021; and

WHEREAS, in light of the limited applicability of this suspension, this Ordinance will not be codified but will nonetheless temporarily supersede any relevant codified provisions in Chapter 5.94 POMC to the maximum extent permitted by law; now, therefore,

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

SECTION 1. The Mayor, City Clerk or designee are hereby authorized to accept special event permit applications for events to be held after July 1, 2021, consistent with the statewide reopening set to occur on June 30, 2021. In addition to all requirements set out in Chapter 5.94 POMC All event applicants shall sign an acknowledgment that:

- (1) All events shall be subject to all regulations and guidance disseminated by all federal, state and local officials pertaining to the COVID-19 pandemic that are in effect on the date of the event; and

- (2) In the event the Governor does not reopen the state on June 30, 2021, the City reserves the right to rescind any special event permit issued, and the applicant waives all claims against the City arising from or relating to the rescission of the permit; and
- (3) Some special event permits require approval by the Washington State Department of Health, Kitsap Transit, and the South Kitsap Fire and Rescue. The City does not control these agencies and cannot guarantee that these agencies will authorize an event to occur on the shortened timelines set out in this Ordinance.
- (4) Other than the Department of Health and Fire, the applicant shall be solely responsible for ensuring that, prior to the event, the event has obtained all necessary permissions from all applicable state and local agencies that govern the proposed event, including but not limited to the Washington Department of Labor & Industries and the Department of Transportation. The submission of an application to the City and/or grant of a City permit does not guarantee that the event will receive the necessary authorizations from all applicable agencies in time to hold the event.

SECTION 2. For events occurring in July, August and September 2021, the City Council authorizes the temporary suspension of the timelines and fees set out in POMC 5.94.030, provided:

All applications for a special event permit for an event occurring in July, August or September 2021 shall be filed with the City Clerk's office no less than _____ (__) calendar days prior to the date the proposed special event is to take place. Provided the application is timely filed with the City Clerk's office, the applicant shall not be required to pay the additional nonrefundable administrative processing fee of \$50. All applicants shall still be charged the \$50 nonrefundable administrative fee set out in POMC 5.94.030(2).

SECTION 3. The 45-day requirement set out in 5.94.040(12) is temporarily suspended for events occurring in July, August and September 2021, consistent with the above. The required documentation shall be submitted with the application.

SECTION 4. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this ordinance.

SECTION 5. This ordinance shall be in full force five days after posting and publication as required by law. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 25th day of May 2021.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

Charlotte A. Archer, City Attorney

Jay Rosapepe, Councilmember

PUBLISHED:

EFFECTIVE DATE:

Inslee announces statewide reopening date of June 30 and short-term statewide move to Phase 3

The governor also discussed the plan for K-12 to return in the fall and additional opportunities for fully vaccinated individuals



WA Governor's Office

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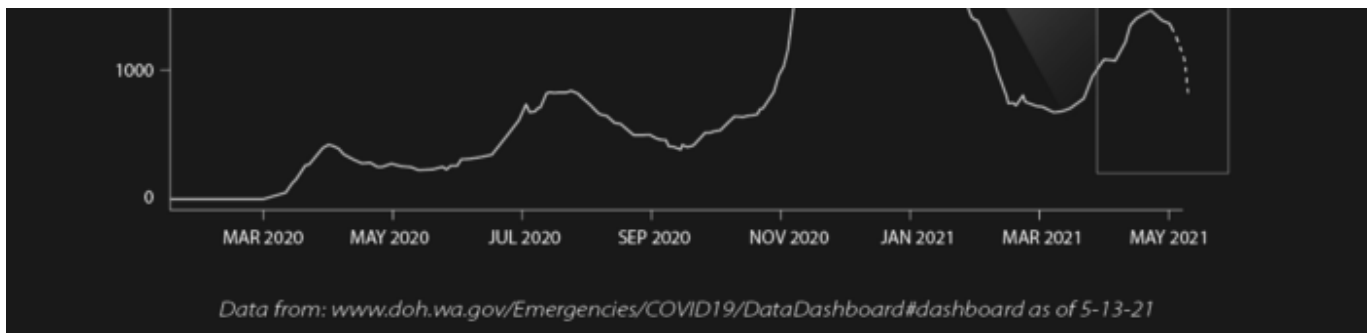
May 13 · 4 min read

Gov. Jay Inslee today announced that the state is moving toward a statewide June 30 reopening date and that all counties in Washington will move to Phase 3 of the [Healthy WA: Roadmap to Recovery](#) reopening plan effective May 18 until June 30.

The announcement comes after the governor paused phase movement for two weeks to review an emerging flattening trend in statewide COVID-19 data. As of today, the plateau observed in COVID-19 activity has become a decline.

“What we know now gives us the confidence to close this chapter in this pandemic and begin another,” Inslee said at a press conference Thursday. “This next part of our fight to save lives in Washington will focus on increasing vaccination rates and continuing to monitor variants of concern as we move toward reopening our state.”





Healthy Washington reopening

The full reopening could happen earlier than June 30 if 70% or more of Washingtonians over the age of 16 initiate vaccination. Washington has administered over six million doses of vaccine, and 56 percent of Washingtonians have initiated vaccination.

In the short-term, effective Tuesday, May 18, every county in the state will be in Phase 3 of Healthy Washington, including counties currently in Phase 2. Most indoor activities will be permitted to operate at 50% capacity until June 30 when most public spaces will return to full capacity.

Today's announcement does not mean that Washington's state of emergency will lift on June 30. It also does not guarantee a full reopening if the state's COVID-19 data changes. If the statewide ICU capacity reaches 90% at any point, activities will be rolled back again.

"Today marks a new chapter in our fight against COVID-19 and our efforts to accelerate our economic recovery and help working families," said Nick Streuli, executive director of external affairs for the Office of the Governor. "We've all come together this year to keep our friends, family members and neighbors safe, and today we're taking a major step to celebrate that success and continue a robust recovery."

CDC masking guidance

Inslee announced that Washington will fully adopt masking guidance issued by the CDC earlier today. He stressed that this guidance is for fully vaccinated people — meaning people who are two weeks removed from their second shot of Pfizer or Moderna or the one-shot Johnson & Johnson vaccine.

The state will update our guidance documents — working with the Department of Health and Labor & Industries — to reflect this as soon as possible. Businesses retain the

right to require customers wear masks.

The guidance does not apply to health care settings like hospitals, long-term care, or doctor's offices; correctional facilities, homeless shelters, or schools. And the federal order requiring masks on public transportation remains in place.

K-12 fall return

The governor also announced that starting this fall for the 2021–2022 school year, schools will be expected to offer full-time, in-person learning for all students. If a student prefers a remote learning option this fall, they may pursue one through their school district if available, or transfer to an alternative learning experience (ALE) program in another school district.

The state Department of Health (DOH) released updated K-12 guidance earlier Thursday. The guidance updates health and safety measures while allowing flexibility for physical distancing. Depending on vaccination rates in the fall, distancing requirements may be removed altogether.

The guidance comes after the Western States Scientific Safety Review Workgroup authorized the Pfizer vaccine for 12- to 15-year-olds Wednesday night. DOH will allocate vaccines to ensure that providers have a sufficient supply for this new eligible population.

Additionally, the state's Learn to Return program will be expanded with a new federal grant that will pay for screening testing of asymptomatic students and staff to allow schools in the program to take a more preemptive approach in stopping outbreaks before they happen.

The program started with 11 pilot districts and have since expanded to more than 100 across the state. To enroll in the program, schools should contact schools@healthcommonsproject.org.

Vaccination incentives

Effective immediately, additional activities will be allowed with fewer restrictions and increased capacity for groups of fully vaccinated people.

Spectator events, such as indoor and outdoor sports, will no longer have limits on the number of vaccinated attendees. Small cruise ships with less than 250 passengers may sail if the full crew and 95% of passengers are fully vaccinated.

*“Thanks to the tireless efforts of state and local public health, health system partners, community partners and every single person who got their vaccine, almost half of our state has received at least one dose,” said **Umair Shah, MD, MPH, secretary, Department of Health**. “While we are seeing hopeful signs in our data, our work is not yet done. Now is the time for everyone to get their vaccine and help others do the same. Every person who gets vaccinated brings us one step closer to reopening and staying open.”*

This guidance also applies to conferences, live performances, weddings and funeral receptions.

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Fairs, Parades, Festivals and Special Events

COVID-19 Requirements

Fairs, parades, festivals, and special events are only permitted in counties in Phase 3 of the Governor's *Healthy Washington, Roadmap to Recovery*. Fairs and special events have a number of operational aspects and service offerings governed by other COVID-19 requirement documents.

Operators must review these documents and apply the appropriate protocols to all aspects of their operations. Such operations may include:

- Food service and concessions ([Eating & Drinking Establishment Requirements](#))
- Retail operations ([In-Store Retail Requirements](#))
- Vendor booths (see farmers markets in [Food Workers and Food Establishments](#))
- Indoor/outdoor entertainment areas, including miniature golf and arcades ([Indoor Entertainment Requirements](#) and [Golf Requirements](#))
- Live entertainment – including marching bands ([Theater & Performing Arts Requirements](#) and [Spectator Event Requirements](#))
- Animal exhibits/petting ([Agricultural Event Requirements](#) and [Agritourism Requirements](#))
- Interactive exhibits ([Zoos & Aquarium Requirements](#) and [Museum Requirements](#))
- Office/administrative areas ([Professional Services Requirements](#))
- Trams, shuttles, and other transit ([Transportation Requirements](#)) - Limit shuttle service whenever possible and in accordance with obligations to individuals with disabilities.

All fairs, parades, festivals, and special events must adopt a written procedure that is at least as strict as the requirements in this document and that complies with the appropriate safety and health requirements and guidelines established by the Washington State Department of Labor & Industries and the Washington State Department of Health.

Prior to recommencing on-site services, all business owner/organizers are required to develop at each fair/event, a comprehensive COVID-19 exposure control, mitigation, and recovery plan which must be adhered to. A site-specific COVID-19 supervisor shall be designated at each location to monitor the health of individuals and enforce the COVID-19 job site safety plan. A copy of the plan must be available at all locations and available for inspection by state and local authorities. Failure to meet this requirement may result in sanctions up to, and including, license suspension.

General guidance for any event/activity:

- Patrons and staff (including volunteers) must wear a face covering pursuant to the [Order](#) of the Secretary of Health. Signage requiring masks must be provided at all entrances and throughout the event areas.
- Occupancy
 - Indoor capacity: 50% (per fire marshal code) or 400-person maximum per room, whichever is fewer. This excludes staff and volunteers but includes vendors. Facilities larger than 100,000 square feet allowed 50% capacity or 600 per room, whichever is fewer. This excludes staff and volunteers but includes vendors.

- Outdoor capacity: Each fair/special event shall calculate the number of participants allowed at one time by using at least 72 sq feet per participant so required six feet physical distancing can be maintained. An acre is 43,000 sq feet, therefore no more than 600 participants per acre for the event space, with no more than 3,000 persons in a 5-acre event area. Only the space reserved for guests and where event activities take place can be counted toward the acreage needed for physical distancing (for instance, cannot count parking area or unused areas as part of acreage). All participants and vendors are to be included in calculating the number of people allowed at one time (staff and volunteers are excluded).
- All fairs and special events must not exceed 9,000 persons at any one time, including vendors but excluding volunteers and staff. This includes all areas combined (indoor and outdoor).
- Each event must have a plan for handling congestion and reducing crowding, including entrance and exits, parking facilities, stairs and elevators, and any areas where lines form. Fair/event staff will monitor the execution of the plan.
- Increase restroom availability to reduce congestion. Handwashing and/or hand sanitizer stations must be available for public access throughout the event. Ensure the stations are stocked and accessible during all operating hours.
- Implement timed and/or advanced reservation ticketing systems and pre-assigned seating or activity areas, whenever possible, to stagger guest visits and help maintain physical distances.
- Eating and drinking is only permitted in designated physically distanced dining areas, regardless if indoor or outdoor. Facial coverings may only be removed when actively eating or drinking.
- Consider one-way foot traffic and clear directions to better control the flow of guests throughout the event, especially in certain heavily used and/or narrow thoroughways to allow for better guest separation. Limit entry to crowded areas to allow for appropriate physical distancing.
- Implement measures to ensure physical distancing of at least six feet between groups, such as when patrons are waiting in line, or while seated for performances or shows. This can include use of physical partitions or visual cues (e.g., floor markings or signs to indicate to where workers and guests should stand).
- A registered nonprofit organization may obtain a special occasion liquor license from the Washington State Liquor and Cannabis Board (WSLCB), which allows the organization to sell liquor at a specific time, date, and place to raise money for their charity or cause. Examples of events include fundraising dinners, gala events, auctions, tasting events, and brew fests. For more information about special occasion licenses, please visit this [webpage](#).
- For rides:
 - Encourage frequent handwashing and consider providing hand sanitizer stations near rides for use prior and after ride.
 - Face coverings must be worn on all rides.
 - Evaluate the speed and other dynamics of each attraction to ensure face coverings of various types can be safely worn and secured on rides. Face coverings must not present a loose-article hazard or interfere with the safe operation of the attraction when used by either riders or ride operators.
 - Consider alternative queuing methods where possible to manage capacity and facilitate six feet physical distancing. Consider using an electronic system where practical (e.g., guests

could make online reservations for specific attractions through an app or during the ticket purchasing process). Monitor guest compliance with distancing and face coverings while in queues.

- Carefully evaluate attractions that require time-consuming personal harnessing like ropes courses, climbing walls, and steel-cable swing rides because of the difficulty managing physical distancing during the harnessing process. The increased cleaning and disinfecting of the harnesses and other equipment between each use may also be difficult.
- For parade participants:
 - Large groups should use subgroups of no more than 15 people. Each subgroup must have at least six feet of physical distance separating them.
 - Marching bands and dance troupes should follow distance requirements in the performing arts and theater guidance.
 - No more than 4500 participants can participate and starts must be staggered over the duration of the parade.
 - No more than 400 people may be at the beginning or end of parade route. Adequate physical distancing of six feet must be maintained and congregating should be minimized. Once participants finish, they should disperse.
- For parade spectators:
 - Up to 600 spectators are permitted per each quarter mile of parade route, as long as six feet of physical distance is maintained between households. This includes both sides of the street. As an example, for a quarter mile route, 300 people could be on each side of the street for a total of 600 spectators.

Safety and Health Requirements

All fair, parade, festival and special event organizers have a general obligation to maintain a safe and healthy workplace in accordance with state and federal law and safety and health rules for a variety of workplace hazards. Employers must specifically ensure operations follow the main Labor & Industries COVID-19 requirements to protect workers. COVID-19 workplace and safety requirements can be found [here](#).

Additional information is available at [Novel Coronavirus Outbreak \(COVID-19\) Resources](#) and [Paid Leave under the Washington Family Care Act and the Families First Coronavirus Response Act](#).

Weddings, Funerals, and Events COVID-19 Requirements

The following requirements apply to all wedding services, funerals (religious or non-religious), and events (public or private), wherever they are held indoors or outdoors, including but not limited to: those held at all privately owned property, business establishments, non-profit establishments, establishments owned by religious or faith-based organizations and publicly owned property (such as parks, beaches, or venues).

Wedding services, funerals, and events are permitted and may resume immediately, provided that:

- The host(s) ensures that the wedding service, funeral, or event meets the requirements set forth in this document;
- Venues meet and maintain all generally applicable requirements set forth in this document as well as the provisions that apply to the services provided by the venue;
- All other vendors working in correlation with the wedding, funeral, or event meet and maintain all generally applicable requirements set forth in this document, as well as the provisions that apply to the services that the vendor provides; and
- All vendors conduct only those activities that are allowed under the region's current phase status.

Phase 1: Indoor

Weddings & Funerals: Ceremonies are limited to a total of 30 people or 25% of maximum building capacity whichever is less (not including vendors). Receptions, wakes, or similar gatherings in conjunction with such indoor ceremonies are prohibited before or after the ceremony.

Events: Private rentals and tours for individual households of no more than 6 people permitted. General admission prohibited.

Phase 1: Outdoor

Weddings & Funerals: Ceremonies are limited to a total of 30 people. Receptions, wakes, or similar gatherings in conjunction are permitted in outdoor spaces, limited to a total of 30 people (not including vendors), so long as six feet of physical distancing is maintained between groups (groups of 10, limit 2 households). If food or drinks are served, [eating and drinking requirements apply](#)

Events: Ticketed events only: Groups of 10, limit 2 households, total of 30 people, timed ticketing required.

Phase 2: Indoor

Weddings & Funerals: Indoor ceremonies and receptions, wakes, or similar gatherings in conjunction with such indoor ceremonies are permitted and must follow the appropriate venue guidelines. Maximum capacity of 200 or 25% capacity (not including vendors), whichever is less, so long as six feet of physical distancing is maintained between groups. If food or drinks are served, [eating and drinking requirements apply](#)

Events: Maximum capacity of 200 or 25% capacity (not including vendors), whichever is less, so long as six feet of physical distancing is maintained between groups. If food or drinks are served, [eating and drinking requirements apply](#).

Phase 2: Outdoor

Weddings & Funerals: Outdoor ceremonies and receptions, wakes, or similar gatherings in conjunction ceremonies are permitted and must follow the appropriate venue guidelines. Maximum capacity of 200 (not including vendors), so long as six feet of physical distancing is maintained between groups (groups of 15 maximum, limit 2 households per group). If food or drinks are served, [eating and drinking requirements apply](#).

Events: Groups of 15, limit 2 households per group. Maximum capacity of 200, so long as six feet of physical distancing is maintained between groups.

Phase 3: Indoor

Weddings & Funerals: Indoor ceremonies and receptions, wakes, or similar gatherings in conjunction with such indoor ceremonies are permitted and must follow the appropriate venue guidelines. Maximum capacity of 400 or 50% capacity (not including vendors), whichever is less, so long as six feet of physical distancing is maintained between groups. Table size maximum of 10. If food or drinks are served, [eating and drinking requirements apply](#)

Events: Maximum capacity of 400 or 50% capacity (not including vendors), whichever is less, so long as six feet of physical distancing is maintained between groups. If food or drinks are served, [eating and drinking requirements apply](#).

Phase 3: Outdoor

Weddings & Funerals: Outdoor ceremonies and receptions, wakes, or similar gatherings in conjunction ceremonies are permitted and must follow the appropriate venue guidelines. Maximum capacity of 400 (not including vendors), so long as six feet of physical distancing is maintained between groups (groups of 15 maximum). If food or drinks are served, [eating and drinking requirements apply](#).

Events: Groups of 15. Maximum capacity of 400, so long as six feet of physical distancing is maintained between groups.

Fully vaccinated weddings and events.

Weddings and events which meet the conditions for a “fully vaccinated event wedding or event” set out below are allowed to occur in strict compliance with the provisions of this document. For such weddings and events, the venue (whether indoor or outdoor) may operate at full fire-code capacity. Face coverings requirements and all the exceptions to those requirements remain applicable as set out in the guidance document for weddings and events. Fully vaccinated weddings and events are not subject to any of the COVID-19 requirements regarding distance between individuals or groups, standing, mingling, dancing and/or food and beverage service other than the face covering requirements.

Definition of fully vaccinated: Event attendees vaccinated against COVID-19 by a two-dose mRNA vaccine (such as Moderna and Pfizer), or a single dose vaccine (such as Johnson & Johnson), are considered “fully vaccinated” two weeks after the final dose of vaccine (the second dose for a two-dose regimen, or the single dose for a single-dose regimen). Documentation of vaccination status must be available upon request at any time.

Children up to age 15. Children between the ages of 2 and 15 who can provide proof of having tested negative for COVID-19 within 72 hours of admission, are also allowed to attend such events. Children under the age of 2 do not need to provide proof of a negative COVID-19 test to attend the wedding or event when accompanied by a vaccinated adult.

Adults with a health condition preventing vaccination. Adults with a health condition that prevents them from being able to safely take the Covid-19 vaccine may attend a fully vaccinated wedding or event so long as they provide proof of having tested negative for COVID-19 within 72 hours of admission.

In order to attend the wedding or event, all persons must provide proof of vaccination (if 16 years of age or older) or of a negative COVID-19 test (if between 2 and 15 years of age or **adults with a health condition preventing vaccination**)

Any individual who is symptomatic, even if fully vaccinated, will not be allowed to attend the wedding or event.

Physical distancing is not required for fully vaccinated weddings and events.

The following are acceptable as proof of full vaccination: Vaccination card (which includes name of person vaccinated, type of vaccine provided, and date last dose administered) OR a photo of a vaccination card as a separate document OR a photo of the attendee's vaccine card stored on a phone or electronic device OR documentation of vaccination from a healthcare provider electronic health record or state Immunization Information System record. Self-reported vaccination records that are not verified by a health care provider cannot be accepted.

The following are acceptable as proof of a negative COVID-19 test result: printed document (from the test provider or laboratory) OR an email or text message displayed on a phone or electronic device from the test provider or laboratory. The information provided should include name of person tested, type of test performed, and date of negative test result (for PCR test, date of negative result must be within prior 72 hours; for antigen test, date of negative result must be within prior 24 hours). Self-reported negative test results that are not from a test provider, a laboratory, or a health care provider cannot be accepted.

For weddings and events that meet the fully vaccinated requirements of this document, the event venue whether indoor or outdoor may operate at full fire-code capacity, with no increased distance between individuals or groups.

For the purposes of calculating total capacity do not include facility employees or vendors.

Safety and Health Requirements

All organizations (including any vendors and venues involved in events, wedding services and funerals) have a general obligation to provide a safe and healthy work environment in accordance with state and federal law, and comply with the following COVID-19 organization-specific safety practices, as outlined in Governor Jay Inslee's "Stay Home, Stay Healthy" Proclamation 20-25, and in accordance with the Washington State Department of Labor & Industries [General Requirements and Prevention Ideas for Workplaces](#) and the Washington State Department of Health Workplace and Employer Resources & Recommendations at <https://www.doh.wa.gov/Coronavirus/workplace>.

All vendors who are a part of events, wedding services or funerals must specifically ensure that the main L&I COVID-19 requirements are followed to protect their employees:

- Educate their employees in the language in which they are most proficient about coronavirus, how to prevent transmission, and the vendor's and venue's COVID-19 policies.
- Screen employees for signs/symptoms of COVID-19 at the start of every shift. Make sure sick employees stay home or immediately go home if they feel or appear sick. Cordon off any areas where an employee with probable or confirmed COVID-19 illness worked, touched surfaces,

etc., until the area and equipment is cleaned and disinfected. Follow the cleaning guidelines set by the CDC to deep clean and sanitize.

- Maintain minimum six-foot separation between their employees, and attendees in all interactions and at all times. When strict physical distancing is not feasible for a specific task, other prevention measures are required, such as use of barriers.
- Provide (at no cost to employees) and require the wearing of personal protective equipment (PPE) such as gloves, goggles, face shields and face-covering masks as appropriate or required for the work activity being performed. Face coverings must be worn by every employee not working alone at the location unless their exposure dictates a higher level of protection under Department of Labor & Industries safety and health rules and guidance. The facial covering requirement does apply to the individual(s) leading the service.
 - Exceptions to this requirement for cloth face coverings include when working alone in an office, vehicle, or at a job site; if the individual is deaf or hard of hearing and is communicating with someone who relies on language cues such as facial markers and expression and mouth movements as a part of communication; if the individual has a medical condition or disability that makes wearing a facial covering inappropriate; or when the job has no in-person interaction.
- Refer to Coronavirus Facial Covering and Mask Requirements for additional details. A facial covering is described in the Department of Health guidance, Department of Health guidance.
- Ensure frequent and adequate handwashing with adequate maintenance of supplies. Use disposable gloves, where safe and applicable, to prevent virus transmission on items that are touched frequently or shared and discard after a single-use.
- Establish a housekeeping schedule for their place of business that includes frequent cleaning and sanitizing with a particular emphasis on commonly touched services.
- Post a sign at the entrance to their place of business that says face coverings are required.

A location-specific COVID-19 Supervisor shall be designated by each vendor including the venue to monitor the health of their employees and enforce each vendor and the venue's COVID-19 safety plan. At least one COVID-19 Supervisor from each vendor and the venue is required to be onsite throughout the wedding service or funeral. If a vendor or the venue owner is working alone onsite or has only one staff person onsite then the vendor themselves or the staff person may serve as the COVID-19 supervisor.

An employee may refuse to perform unsafe work, including hazards created by COVID-19. And, it is unlawful for the employer to take adverse action against an employee who has engaged in safety-protected activities under the law if their work refusal meets certain requirements.

Employees who choose to remove themselves from a worksite because they do not believe it is safe to work due to the risk of COVID-19 exposure may have access to certain leave or unemployment benefits. Employers must provide high-risk individuals covered by Proclamation 20-46 with their choice of access to available employer-granted accrued leave or unemployment benefits if an alternative work arrangement is not feasible. Other employees may have access to expanded family and medical leave included in the Families First Coronavirus Response Act, access to use unemployment benefits, or access to other paid time off depending on the circumstances. Additional information is available at Novel Coronavirus Outbreak (COVID-19) Resources and Paid Leave under the Washington Family Care Act and the Families First Coronavirus Response Act.

All vendors, the venue and the host are required to comply (as specifically set out below) with the following COVID-19 wedding service, funeral, and event-specific safety practices:

1. **Face Coverings and Exemptions** - All vendors, employees and persons in attendance shall wear face coverings before, during, and after the event or service (whether indoor or outdoor). The face covering requirement **does** apply to individual(s) leading a wedding or funeral service and others who speak during any live service. There are exemptions to wearing face covering, so please refer to the Department of Health's Order on Face Coverings. If the speaker needs an accommodation due to a medical exemption, then a Plexiglas 3-sided barrier may be used during the wedding service or funeral. The barrier must be disinfected after every use. For services that are recorded or filmed without a live audience, then face coverings are not required for individuals while they are speaking.

Wedding couples are exempted from the face covering and six feet physical distancing requirement from each other during the ceremony so long as they maintain six feet of physical distance from all other persons. The officiant is also exempted provided six feet social distance can be maintained. The officiant, family members, and wedding party are also exempted for posed photographs provided that the face covering is removed only briefly at the direction of the photographer to take the photo. Face covering must be reapplied immediately after the photo is taken. For the couple's first dance and the parent dances the face covering may be removed provided that 6-feet distance can be maintained from other guests.

2. Prior to beginning operations, as described in this document, all vendors working at a wedding service, funeral, or event are required to develop a comprehensive COVID-19 exposure control, mitigation, and recovery plan. The plan must include policies regarding the following control measures: PPE utilization; on-location physical distancing; hygiene; sanitation; symptom monitoring; incident reporting; location disinfection procedures; COVID-19 safety training; exposure-response procedures and a post-exposure incident project-wide recovery plan. A copy of the plan must be available for inspection by state and local authorities, but state and local authorities are not required to preapprove the plan. Failure to meet planning requirements may result in sanctions including the vendor's business or the venue being shut down.
3. The host and the venue must follow any requirements regarding restrooms set out for [Eating and Drinking Establishments](#).
4. The host and the venue shall provide soap and running water for frequent handwashing. All vendors, the host and the venue should encourage their employees to leave their workstations to wash their hands regularly and require them to do so before and after going to the bathroom, before and after eating and after coughing, sneezing or blowing their nose. Alcohol-based hand sanitizers with greater than 60% ethanol or 70% isopropanol should also be provided and used but are not a replacement for the water requirement.
5. All vendors, the host and the venue must make disinfectants available to their employees. The host and the venue must make them available throughout the location (indoor and outdoor) and ensure cleaning supplies are frequently replenished.
6. All vendors and the venue shall clean and disinfect high-touch surfaces after each use—including personal workstations, mirrors, chairs, headrests and armrests, doorknobs, handrails, restrooms, and break rooms—using soapy water, followed by the appropriate disinfectants. If these areas cannot be cleaned and disinfected frequently, the vendors' business or the venue shall be shut down until such measures can be achieved and maintained.

7. All vendors and the venue must adhere to physical distancing requirements and have six feet of space between workstations or have physical barriers between them.
8. Keep doors and windows open where possible and utilize fans to improve ventilation. Adjust mechanical ventilation systems to bring in as much outside air as possible. Increase filters to MERV 13 if the HVAC can accommodate.
9. The host and the venue should ensure that tissues and trash cans are placed throughout the location (indoor and outdoor).
10. **Music and live entertainment for the wedding services, funeral, or event** – Music and live entertainment is permitted, and must follow the Live Entertainment Guidance, Emcee of Events, DJs and AV equipment are allowed so long as they comply with the Live Entertainment Guidance but are not limited to the time restrictions and can operate for the duration of the event.
11. Dancing is allowed subject to the following restrictions:
 1. Generally applicable provisions:
 - A. No food or drink may be consumed while on the dance floor.
 - B. All dancers must wear masks.
 - C. There must be a minimum of 6 feet between the edge of a dance floor and any person, table, or chair.
 - D. Regardless of phase, for wedding services, the following dances are expressly allowed: the couple's first dance and the parent dances. For these specifically allowed dances, only one pair may dance at a time, both must be wearing masks (unless they are part of the same household) and must remain six feet away from other persons.
 2. Capacity provisions:
 - A. Phase 2-Indoor venues: Dancing is allowed for up to 25% of the maximum allowed guest count on the dance floor at one time (i.e., 25% of 25% capacity).
 - B. Phase 2-Outdoor venues: Dancing is allowed for 25% of the 200-person maximum.
 - C. Phase 3-Indoor venues: Dancing is allowed for up to 25% of the maximum allowed guest count on the dance floor at one time (i.e., 25% of 50% capacity).
 - D. Phase 3-Outdoor venues: Dancing is allowed for up to 25% of the 400-person maximum.
12. All vendors, the host and the venue must inform employees and the host must inform all guests that they must self-screen for signs and symptoms of COVID-19 before arriving at the location. The host of the wedding service, funeral, or event is strongly encouraged to send a written note to their guests in which they:
 1. Request them to take their temperature before attending a wedding service or funeral. Any individual with a temperature of 100.4°F will not be permitted to attend the service or attend work at the organization; and
 2. Inform them that any individual with a household member who has been diagnosed with COVID-19 or with symptoms of COVID-19 (including a fever above 100.4°F) may not attend the service or attend work at the organization; and
 3. Inform the guests that the Host asks that they wear face coverings, maintain 6 feet of physical distance and wash their hands frequently while at the wedding, funeral, or event.

13. The venue and the host must arrange the seating to adhere to physical distancing requirements and have six feet of space between the groups or have physical barriers between them. The venue and host must have signage informing attendees that the six feet of physical distance rules apply when moving throughout the venue. If food or drinks are served, seating should follow the [eating and drinking requirements](#).
14. All guests are permitted to stand and greet each other so long as:
 1. masks are being worn,
 2. people remain 6 feet away from each other, and
 3. no food or beverage is consumed while standing.
15. The host of the event, wedding service or funeral is strongly encouraged to keep a log of attendees, and to retain that log for at least two weeks. If an outbreak occurs, this information may be critical for contact tracing to help save lives.

Arrival at the Wedding Services, Funeral, or Event

16. Hand sanitizer should be available at entry for all staff and attendees (assuming supply availability).
17. The venue and the host must have implemented a plan to ensure proper physical distancing in lobby/waiting areas.

All issues regarding worker safety and health are subject to enforcement action under L&I's Division of Occupational Safety and Health (DOSH).

- Employers can request COVID-19 prevention advice and help from [DOSH](#).
- Employee workplace safety and health complaints may be submitted to the DOSH Call Center: (1-800-423-7233) or via e-mail to adag235@lni.wa.gov.
- General questions about how to comply with the agreement practices can be submitted to the state's Business Response Center [here](#).
- All other violations related to Proclamation 20-25, *et seq.*, can be submitted [here](#).

Eating and Drinking Establishment COVID-19 Requirements

Summary of the March 17, 2021 changes:

1. Added Phase 3 requirements and modifications:
 - a. Indoor dining capacity allowed at 50%.
 - b. Table size increased to 10 with no household restrictions.
 - c. Alcohol service allowed until 12 a.m.
2. Other minor wording clarifications.

Summary of March 5, 2021 changes:

1. Renames this guidance document from Restaurant, Tavern, Brewery, Winery and Distillery to Eating and Drinking Establishment.
2. Includes night clubs in the list of business types included in this guidance.
3. Clarifies food is required to be offered at these businesses.
4. Clarifies while some live entertainment is permitted pursuant to the theater and performing arts guidance document, dancing is prohibited.

Eating and drinking establishments must adopt a written procedure that is at least as strict as the requirements in this document and that complies with the appropriate safety and health requirements and guidelines established by the Washington State Department of Labor & Industries and the Washington State Department of Health.

For purposes of this document an eating and drinking establishment includes, but is not limited to, restaurants, cafes, food courts, breweries, brewpubs, taverns, wine bars, wineries, distilleries, tasting rooms, private clubs and night clubs, or other establishments where food is offered/sold.

Prior to recommencing on-site services, all business owners are required to develop at each establishment, a comprehensive COVID-19 exposure control, mitigation, and recovery plan which must be adhered to. A site-specific COVID-19 monitor shall be designated at each location to monitor the health of individuals and enforce the COVID-19 job site safety plan. A copy of the plan must be available at all locations and available for inspection by state and local authorities. Failure to meet this requirement may result in sanctions up to, and including, license suspension.

All eating and drinking establishments can refer to [Department of Health guidance](#) for additional recommendations.

Phase 1

1. Indoor seating is prohibited. Outdoor and open-air seating and to-go service are permitted, provided that all outdoor/open-air dining must comply with the requirements of the Outdoor and Open-air Seating Guidance [here](#).
2. For liquor licensees who want to add outdoor seating to their premises, please go to the Washington State Liquor and Cannabis Board (WSLCB) website, [here](#), to access the Liquor Alterations Request Form. Please submit completed forms to liquoralterations@lcb.wa.gov.

Phase 2

1. Indoor seating is permitted at 25% capacity if physical distance between adjacent tables (as noted below) can be achieved. This includes food courts.
2. Table size is limited to a maximum of six (6) people and a maximum of two (2) households.
3. Alcohol service, delivery, and consumption, including beer, wine, and spirits, must end at 11:00 p.m. Food service may continue past 11 pm.

Phase 3

1. Indoor seating is permitted at 50% capacity if physical distance between adjacent tables (as noted below) can be achieved. This includes food courts.
2. Table size is limited to a maximum of ten (10) people with no household restriction.
3. Alcohol service, delivery, and consumption, including beer, wine, and spirits, must end at 12:00 a.m. Food service may continue past 12 a.m.

All Phases

1. Liquor licensees must offer food service. Food may be sold or provided free-of-charge in at least one of the following ways:
 - a. Onsite food: At a minimum, food service should include a combination of small serving food items such as a mix of hors d'oeuvre type foods, cheeses, fruits, vegetables, deli-style meats, chips, pretzels, nuts, popcorn, crackers, or similar items. Food may be prepackaged for individual sale and consumption or prepared off-site for plating for the customer.
 - b. Offsite food: Customers may bring food from an outside business. The liquor licensee must post in a visible place, a list of multiple local restaurants or food trucks where customers can purchase food during hours of operation. The list shall include names, addresses, contact information, and hours of operation for each restaurant or food truck named.
2. Tables must be placed so that adjacent tables are a minimum of 6 feet away from each other, or there must be a physical barrier or wall at least standing height tall separating booths or tables.
3. If the establishment does not offer table service (i.e. wait staff), they must have protocols in place to ensure adequate social distancing at food and/or drink pick-up stations, and within their seating area.
4. No bar area seating is permitted. This is the area with a bar table/counter where patrons sit or stand side-by-side. If an establishment has bar area seating it must be closed off to prohibit use. Counter-style seating is permitted in other areas of the establishment (indoors or outdoors). Six feet of distance is required between other tables.
5. Customers must wear a face covering anytime they are not actively eating or drinking. This includes when arriving or leaving, while going to the restroom, and while they are seated at tables and talking.
6. Single use menus or reusable menus that are sanitized after each use are required.
7. Minimize the number of staff serving any given table. It is strongly recommended that one staff person take a table's order, bring all of their beverages/food/utensils, take their payment, etc.
8. Hand sanitizer should be available at entry for all staff and patrons (assuming supply availability).
9. Any condiments typically left on the table (ketchup, soy sauce, etc.) must be single-use or sanitized after each use.

10. Buffets and salad bars are permitted and must follow [Department of Health guidance](#).
11. All establishments must have implemented a plan to ensure proper physical distancing in lobby/waiting areas/payment counters.
12. Standing is prohibited in any area of the establishment, except when engaging in allowable entertainment activities or while in the lobby/waiting area. In these instances, 6 feet of distance between patrons must be maintained.
13. Please see [Indoor Entertainment Guidance](#) for allowable activities such as darts, billiards, and arcade games, etc.
14. Please see [Theater and Performing Arts Guidance](#) for allowable live entertainment. Dancing is prohibited.

Safety and Health Requirements

All eating and drinking establishment owners have a general obligation to maintain a safe and healthy workplace in accordance with state and federal law and safety and health rules for a variety of workplace hazards. Employers must specifically ensure operations follow the main Labor & Industries COVID-19 requirements to protect workers. COVID-19 workplace and safety requirements can be found [here](#). Additional information is available at [Novel Coronavirus Outbreak \(COVID-19\) Resources](#) and [Paid Leave under the Washington Family Care Act and the Families First Coronavirus Response Act](#).

Racing non-motorized and motorized COVID-19 Requirements

Summary of April 19, 2021 changes:

- “Fun runs” and “charity walks” added to activities covered in this document.

Summary of March 22, 2021 changes:

- New Phase 3 requirements detailed

Included Here:

- Races, bicycle tours and rides, runs, cross country skiing races, biathlons, canoe and kayak races, marathons, cross country running competitions, triathlons, and multi-sport competitions with more than 12 participants. Also included are “fun runs” without participant timing or “charity walks.”
- Go-kart Tracks, ORV/motocross facilities, participant-only motorsports facilities and racetracks, regardless of whether facilities are being used for racing or practice

Not included here:

- Sporting activities and outdoor group fitness classes. Except as otherwise specified in this guidance, indoor competitive sporting activities or races, such as professional, amateur, or organized team sports should follow the guidance for [Professional Sports and Other Sporting Activities](#).

All related businesses and organization must adopt a written procedure for employee safety and customer interaction that is at least as strict as this procedure and complies with the safety and health requirements below, including recreation-specific guidance.

Outdoor bicycle, running, cross country skiing, and non-motorized boating: races, tours, and rides

COVID-19 REQUIREMENTS AND RECOMMENDATIONS

Activity operation requirements

In Phases 1 & 2:

- Organizers are recommended to offer a virtual option, if a virtual option can be achieved in a safe manner, for participants who would like to participate on their own and not share a common course with other participants and would prefer a virtual course of their own choosing.
- Pre-registration online is strongly recommended. Same day in-person registration must be limited and ensure 6-foot distancing in any cue lines.
- It is recommended that bib numbers and activities packets are mailed to participants prior to the activity. If it is not practical to mail bib numbers and packets pick-up operations should include strategies to stagger pick-up times, reduce congregation, and ensure 6-foot distancing in any cue lines.
- Employees and volunteers necessary to supervise the event are not considered “participants” for the sake of calculating starting waves and are allowed as needed. Employees and volunteers must wear facial coverings and maintain physical distance in compliance with current guidelines.

- Participants must make an effort to remain 6 feet from other participants on the course as much as possible. If participants need to pass another participant they need to pass them in a manner that is safe and makes the moment of passage as brief as reasonably possible. Similarly if a participant is being passed that participant must allow for passing such that distance between participants can be achieved in as brief amount of time as reasonably possible.
- Lines at portable toilets must be managed such that there is at least 6 foot of distance between all participants waiting in lines. The race must provide a hand washing station or hand sanitizer at all restroom stations.
- Organizers must retain registration data for 28 days after the activity in order to aid possible contact tracing.
- Ensure portable restrooms are frequently cleaned and appropriately disinfected throughout the day.
- Participants should to bring their own water bottles. Congregating at water bottle filling stations shall be limited.
- All outdoor bicycle, running and non-motorized boating: races, tours, and rides will employ one site specific COVID-19 supervisor and additional safety monitors if needed, trained in the Washington State guidelines contained here, to ensure physical distancing, implement hygiene protocols, and ensure face covering requirements are adhered to during all hours of operations. This may require assigned safety monitors.
- Place signage at activity site to instruct participants that they cannot participate if they have been diagnosed with COVID-19 (have not recovered or are still within the required 10-day isolation period), had symptoms of COVID-19 (within the last 24 hours), or had contact with a person that has or is suspected to have COVID-19 (within the last 14 days).

Phase 1:

- Starting waves of 10 participants or less must be used with no more than one wave starting every minute and no more than 200 total participants starting per hour. No more than 3 consecutive hours of starting waves allowed per day. Waves should be sequenced by pace with faster racers going first, then working towards the slower racers to reduce likelihood for congestion or passing on the course. The starting area is limited to no more than 50 participants at any time awaiting their staggered starts. Participants waiting for their start time must maintain at least six feet of distance from all other people and wear face coverings until their race begins. Additional participants must wait in their vehicles or away from the course until their start time approaches.
- Spectators are not allowed. A member of the same household of a participant or a coach may provide support for a participant along the activity area including providing hydration and nutrition supplies, gear replacement and repair, or trash disposal in locations other than the activity-crew supported hydration and nutrition stations. The support person must always remain at least 6 feet away from all people aside from their athlete and may not visit the start or finish to avoid congestion or crowding in these areas.
- No congregation of more than 5 people allowed at hydration and nutrition stations at any one time. Participants must obtain hydration and nutrition supplies and then proceed. Hydration and nutrition station crews must maintain 6 foot separation from participants, and each other at all times as much as reasonably possible and wear facial coverings.
- No congregation allowed at the activity start or finish area. Participants must leave the activity area when finished. No exhibitors, food vendors, beer gardens, awards ceremonies, or after party activities allowed in the activity start or finish area.

Phase 2:

- Starting waves of 30 participants or less must be used with no more than one wave started every minute and no more than 500 total participants started per hour. No more than 3 consecutive hours of starting waves allowed per day. Waves should be sequenced by pace with faster racers going first, then working towards the slower racers to reduce likelihood for congestion or passing on the course. The starting area is limited to no more than 100 participants at any time awaiting their staggered starts. Participants waiting for their start time must maintain at least six feet of distance from all other people and wear face coverings until their race begins. Additional participants must wait in their vehicles or away from the course until their start time approaches.
- Spectators limited to groups of 15 from no more than 2 households and total spectators limited to a maximum of 200 at either start or finish areas. Spectators must remain at least six feet distanced from other spectators outside their household. Each participant may have one designated person to provide support for a participant along the activity area including providing hydration and nutrition supplies, gear replacement and repair, or trash disposal in locations other than the activity-crew supported hydration and nutrition stations.

Phase 3:

- Starting waves of 30 participants or less must be used with no more than one wave started every minute and no more than 750 total participants started per hour. No more than 6 consecutive hours of starting waves allowed per day. The starting area is limited to no more than 100 participants at any time awaiting their staggered starts. Waves should be sequenced by pace with faster racers going first, then working towards the slower racers to reduce likelihood for congestion or passing on the course. Participants waiting for their start time must maintain at least six feet of distance from all other people and wear face coverings until their race begins. Additional participants must wait in their vehicles or away from the course until their start time approaches.
- Spectators limited to a maximum of 400 at either start or finish areas. Spectators must wear facial coverings. Spectators must remain at least six feet distanced from other spectators outside their household. Each participant may have one designated person to provide support for a participant along the activity area including providing hydration and nutrition supplies, gear replacement and repair, or trash disposal in locations other than the activity-crew supported hydration and nutrition stations.
- Limited outdoor food service, sponsor booths and retail booths allowed. Outdoor booth areas limited to no more than 400 people at a time. Food and beverage service subject to current [Phase 3 guidance for Eating and Drinking Establishments](#). Retail subject to [Phase 3 retail guidance](#).
- Employees and volunteers necessary to supervise the event are not considered “participants” for the sake of calculating starting waves and are allowed as needed. Employees and volunteers must wear facial coverings and maintain physical distance in compliance with current guidelines.
- Lines at portable toilets must be managed such that there is at least 6 foot of distance between all participants waiting in lines.
- Participants must make an effort to remain 6 feet from other participants on the course as much as possible.

Go-kart Tracks, ORV/Motocross Facilities, Participant-only Motorsports and racetracks

RESTART COVID-19 REQUIREMENTS AND RECOMMENDATIONS

Track Operations Phase 1 & 2

Businesses planning to reopen must comply with the following:

1. Utilize on-line or phone time reservation systems to pre-pay and limit interactions where possible. Utilizing non-cash payments and credit cards to limit interactions is recommended.
2. Regularly sanitize counter tops, door knobs, other common surfaces, cash registers, kiosks, and other frequently touched surfaces including employee used equipment.
3. One-on-one instruction with physical distancing is permitted.
4. Install signage to discourage group congregation, or to limit numbers of people in a certain areas around the track.
5. Ask users to leave the facility after they are done to eliminate congestion/gathering on the property or in the parking lot.

Other Facility Operations

6. Increase the number of hand sanitizing stations throughout the facility.
7. Ensure restrooms are frequently cleaned and appropriately sanitized throughout the day.
8. Food and beverage service subject to current regional guidance restrictions. Pro shops and retail subject to current regional retail guidance restrictions.

Phase 1:

- For races, as long as an event organizer can have protocols in place to ensure no large gatherings (ex. scoreboard area, clubhouse, registration, etc.), organizations can conduct a race event. Any event must comply with all other provisions of this document.
- No additional spectators are allowed beyond participants and their household members who have travelled together. Spectator camping, spectator events and spectator races are not allowed. Maximum 200 people allowed at competitions. Total people present can exceed 200 if there are no spectators allowed and personnel needed to produce the event (drivers, crew, officials, medical team, video crew etc.) exceed 200. Maximum crew size, including driver, per car, is 4 total. Cars not actively racing must be staged no closer than 20 feet from other cars.
- Participants must practice physical distancing when awaiting a race or use of the facility and must leave when it is completed. No overnight camping is allowed, except for participants and their household members who have travelled together.

Phase 2:

- For races a maximum 200 people allowed at competitions, including spectators.

Phase 3:

- Spectator capacity must adhere to current guidelines on [Spectator Events](#).
- Maximum crew size, including driver, per car, is 4 total.
- Food and beverage service subject to current [Phase 3 guidance for Eating and Drinking Establishments](#). Pro shops and retail subject to [Phase 3 retail guidance](#).
- Facial coverings required all except for drivers while driving and spectators when in their seats actively eating and drinking.

Safety and Health Requirements for all related activities in all phases

Non-essential travel such as out-of-state team or individual travel for sporting activities are subject to quarantines as detailed in the [Governor's Travel Advisory](#).

Stay home when sick or if a close contact of someone with COVID-19

Athletes, coaches, spectators and any other paid or volunteer staff should be required to stay home if they feel unwell, show any signs of COVID-19, or are a close contact of a confirmed case. All coaches and students should be screened for signs/symptoms of COVID-19 prior to a workout. Screening should consider [symptoms listed by the CDC](#). Any person with symptoms of COVID-19 or who is a close contact of someone with confirmed COVID-19 should not be allowed to participate and should contact his or her primary care provider or other appropriate health-care professional.

Those who are excluded from training or contests due to [COVID-19 symptoms](#) or because they are [close contacts](#) must follow DOH and local public health isolation and quarantine guidance before returning to training or contests.

People with underlying health conditions should consult with their medical provider regarding participation in athletic activities.

Masks

Masks required for all participants.

Physical Distance

Physical distance of 6 feet must be maintained between staff, volunteers, and any spectators at all times with exceptions for training and medical personnel and volunteers performing their medical duties. Six feet of distance must be maintained among athletes when not engaged in sporting activities, huddles and team meetings must be physically distanced.

Hygiene

Require athletes, coaches, umpires/referees and any other paid or volunteer staff to practice good hygiene including washing their hands frequently and covering their sneezes and coughs. Wash hands often with soap and water for at least 20 seconds before and after practice, especially after touching shared objects or blowing your nose, coughing, or sneezing. Avoid touching your eyes, nose, and mouth. If soap and water are not readily available, use a hand sanitizer that contains 60-95% alcohol content. Cover all surfaces of your hands and rub them together until they are dry. Athletes should not share water bottles, uniforms, towels, or snacks and should not spit (saliva, sunflower seeds, etc.).

Provide handwashing or hand sanitizing stations at training and contest locations.

Limit the use of locker rooms to handwashing and restroom use only. Showers should not be used due to potential spread of aerosolized droplets. If use of locker rooms for changing is necessary, maximize ventilation and use tape, spots, or cones to signal 6 feet of distance for athletes who need to change. If locker rooms are used cleaning protocols must be included in the sporting activity safety plan. Stagger entry to the changing area and use of these facilities as appropriate with members of the same team or training cohort only. Limit occupancy of the locker rooms to avoid crowding.

Cleaning

Clean high touch surfaces and disinfect shared equipment before and after each use. Ensure restrooms

are cleaned and disinfected regularly. Current CDC guidance for cleaning and disinfection for COVID-19 states that disinfectants should be registered by the EPA for use against the COVID-19. Find the current list here: [List N: Disinfectants for Use Against SARS-CoV-2 \(COVID-19\)](#). Disinfectants based on hydrogen peroxide or alcohol are safer than harsher chemicals. The University of Washington has a [handout with options for safer cleaning and disinfecting products that work well against COVID-19](#).

Ventilation

Ventilation is important to have good indoor air quality. Ensure that ventilation systems operate properly. Increase air circulation and ventilation as much as possible by opening windows and doors. Offer more outside time, open windows often and adjust mechanical ventilation systems to bring in as much outside air as possible. Increase filters to MERV 13 if the HVAC can accommodate. Use of fans for cooling is acceptable. In indoor spaces, fans should only be used when windows or doors are open to the outdoors in order to circulate indoor and outdoor air. They should blow away from people.

Outdoors locations are preferred to indoors locations, and should be utilized to the greatest extent possible to allow for maximum fresh air circulation and social distancing. Outdoor temporary structures may be used. An outdoor temporary structure is defined as having no more than two walls to provide appropriate ventilation.

Transportation

Limit exposure to those outside the household unit during travel. Encourage only those in the same household to travel together, and if not in the same household, travel in separate vehicles if possible.

For travel groups, (groups that include more than one household in the same vehicle whether in a carpool or on a bus) all members of the travel group, including the driver, must wear a face covering and spread out as much as possible within the vehicle. Limit travel groups to those who have been in regular contact (e.g. team members). Encourage family members to sit together. Maximize ventilation in the vehicle by opening windows.

Buses should install safety barriers (such as plexiglass shields) between the driver and passengers or close (block off/leave empty) the seats nearest the driver to ensure 6 feet of distance between the driver and passengers. Passengers should board from the rear door when possible. Buses should improve air filtration where possible. Buses should be cleaned and disinfected daily after use with attention to frequently touched surfaces (doors, rails, seat backs).

Records and Contact Tracing

Keep a roster of every athlete, staff and volunteer present at each practice, training session, and contest to assist with contact tracing in the event of a possible exposure. Similarly keep a roster and seating chart for each travel group. Attendance rosters and seating charts must be kept on file for 28 days after the practice, contest, or trip.

Employees

Employers must specifically ensure operations follow the main Labor & Industries COVID-19 requirements to protect workers. COVID-19 workplace and safety requirements can be found [here](#).



City of Port Orchard
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Agenda Staff Report

Agenda Item No.:	<u>Business Item 7D</u>	Meeting Date:	<u>May 25, 2021</u>
Subject:	<u>Adoption of a Resolution Approving a</u>	Prepared by:	<u>Mark Dorsey, P.E.</u>
	<u>Contract with Otis Elevator Company for</u>		<u>Public Works Director</u>
	<u>City Hall Elevator Maintenance</u>	Atty Routing No.:	<u>366922.0009 - PW</u>
		Atty Review Date:	<u>April 6, 2021</u>

Summary: The Public Works Department budgeted \$20,000.00 within the 2021-2022 Biennial Budget for continued City Hall elevator maintenance. On May 1, 2021, the current Contract No. C051-16 with Otis Elevator Company will expire. Consistent with the City’s procurement policies and Washington state law that allows the City to utilize master contracts for goods and services through the Washington Department of Enterprise Services, on March 31, 2021 Public Works Department received a proposal from Otis Elevator Company, based on WA DES Contract No. 01219 Master Contract Pricing. After staff reviewed the proposal and after completion of the Bidder’s Checklist on March 31, 2021, the City’s Public Works Department recommends Otis Elevator Company for continued maintenance of the City Hall elevator for a five-year term (with an option to renew).

Relationship to Comprehensive Plan: Chapter 9 – Capital Facilities.

Recommendation: Staff recommends that the City Council approve Contract No. C046-21 with Otis Elevator Company using WA DES Contract No. 01219 for \$10,000.00 per year for a five-year term.

Motion for Consideration: I move to authorize the Mayor to execute Contract No. C046-21 with Otis Elevator Company using WA DES Contract No. 01219 for \$10,000.00 per year for a five-year term.

Fiscal Impact: The 2021-2022 Biennial Budget allocated \$20,000.00 for this service (001.05.518.30.40). The contract term is five years and will require future budget allocations to cover the balance of the term.

Alternatives: Do not approve.

Attachments: Resolution 028-21, Interlocal Purchase Checklist, and C046-21.

RESOLUTION NO. 028-21

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO. C046-21 WITH OTIS ELEVATOR COMPANY FOR THE CITY HALL ELEVATOR MAINTENANCE AND DOCUMENTING PURCHASED SERVICES PROCUREMENT PROCEDURES.

WHEREAS, on May 1, 2021, Contract No. C051-16 with Otis Elevator Company for City Hall elevator maintenance will expire; and

WHEREAS, the City maintains an interlocal agreement with the Washington Department of Enterprise Services (DES) to allow the City to utilize “master” state contracts for goods and services that were procured by DES in accordance with Washington state bidding laws; and

WHEREAS, on March 31, 2021, the City’s Public Works Department received a new proposal for elevator maintenance services from Otis Elevator Company based upon WA DES Contract No. 01219 and its Master Contract Pricing; and

WHEREAS, consistent with the City’s procurement policies, staff reviewed the proposal and the City’s Public Works Department determined the proposal will result in a cost savings for the City using WA DES Contract No. 01219 with Otis Elevator Company; and

WHEREAS, on March 31, 2021, Public Works Staff successfully completed the Bidder Responsibility Checklist for Otis Elevator Company; and

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

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

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

THAT: The City Council approves of and authorizes the Mayor to execute Contract No. C046-21 with Otis Elevator Company for the City Hall Elevator Maintenance.

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 Clerk in authentication of such passage this 13th day of April 2021.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

CITY OF PORT ORCHARD
PURCHASES THROUGH INTERLOCAL AGREEMENTS

City Contract No.: **C057-13**

Interlocal Agreement with the Host Agency (government agency or Purchasing Co-Op name):
Department of Enterprise Systems (DES)

Item Description: **City Hall Elevator Maintenance**

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

- ☒ If yes, where is it filed: Clerk's
☐ If no, get a mutually signed Agreement in place before you continue.

State OSP Contract No. #: **01219**

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

Is this a technology contract?

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

Is this a services contract?

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

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

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

Checklist for Required Compliance

Is the Host agency a public agency ¹ ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, what state laws apply to Host Agency:
Does the host agency have a requirement to run a newspaper ad in their local paper and did they comply	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Federal and State contract rules usually don't require a newspaper ad. For others, attach the ad or place into the file
Did they list on the public agency's website?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, state when and the address, and proof of date, address shall be attached or placed into the file. If No, you cannot use the bid.
Did the bid & award comply with the Host agency's state procurement laws?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, obtain documentation to support answer from Host Agency. If No, you cannot use the bid.

¹ RCW 39.34.020 (1), "public agency" means any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state

CITY OF PORT ORCHARD PURCHASED SERVICE AGREEMENT

THIS Agreement ("Agreement") is made effective as of the 25th day of May, 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 Otis Elevator Company a Corporation (describe the type of organization, whether corporation, sole proprietorship, etc.), organized under the laws of the State of Washington, doing business at:

Otis Elevator Company (hereinafter the "**VENDOR**")
3315 S. 116th St. #149
Seattle, WA 98168

Contact: Becky MacCamy Phone: 206.243.8100 Email: Becky.MacCamy@otis.com

for ordinary maintenance services performed in connection with the following:

City Hall Elevator Maintenance

TERMS AND CONDITIONS

1. Services by Vendor.

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

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

C. This Agreement shall commence on **June 1, 2021**, ("Commencement Date") and shall terminate **June 1, 2026**, unless extended or terminated in writing as provided herein. The Contract will automatically be renewed every five (5) years for an additional five (5) years on the termination date unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. **Additionally, the City reserves the rights to review the Agreement at regular intervals to assure the quality of services provided by the Vendor.**

D. Unless otherwise specified in the attached Scope of Work, all tools, equipment, supplies, chemicals or any other materials necessary for the completion of the services described in the Scope of Work shall be provided by the Vendor.

E. The Vendor shall report any damage or potential hazard involving City property immediately to the City of Port Orchard Public Works Department or in the case of an emergency by calling 911. Hazardous conditions shall be immediately remedied or secured by the Vendor to prevent further damage and/or to protect the public from injury.

F. Any incidents, accidents, or altercations with members of the public or with City staff shall be immediately reported to the City of Port Orchard Public Works Department. The City's Public Works Director may require a written report describing the incident or accident.

G. The Vendor shall remedy, in a timely manner, and at its expense, any damage to City property due to the negligence of the Vendor or the Vendor's employees.

2. Schedule of Work.

A. The Vendor shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A." If delays beyond the Vendor's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

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

3. Compensation.

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

☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed **\$10,000.00** without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit "A".

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

☐ OTHER. _____

4. Payment.

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

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

C. The Vendor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for six (6) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of this Agreement, the Vendor will correct or modify the work to comply with this 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 Vendor 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 Vendor 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.

C. The Vendor agrees to comply with all federal, state and municipal laws, rules and regulations, including but not limited to all health and safety regulations applicable to the work that are now effective or become applicable within the term(s) of this Agreement to the Vendor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The Vendor shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the Washington State Worker's Compensation and Unemployment Insurance laws, and maintenance of a separate set of books and records that reflect all items of income and expenses of the Vendor's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Vendor under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

D. The Vendor shall comply with prevailing wage requirements under Washington law. *See, Prevailing Wage Addendum to this Agreement.*

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

F. Violation of this Paragraph 5 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of this 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 Vendor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee or representative of the Vendor shall be or shall be deemed to be the employee, agent or representative of the City. In the performance of the work, the Vendor 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 or representatives of the Vendor. The Vendor 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(s) of this Agreement, engage other independent contractors to perform the same or similar work that the Vendor 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 Vendor's insolvency or bankruptcy, or the Vendor's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Vendor and the failure of the Vendor 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 Vendor pursuant to this Agreement shall be submitted to the City, and the Vendor 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 Vendor shall not be entitled to any reallocation of cost, profit or overhead. The Vendor shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Vendor 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 Vendor 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 Vendor. The Vendor 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 Vendor's reasonable expenses, and shall be subject to verification. The Vendor 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 Vendor in person, termination shall be effective immediately upon the Vendor'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 Vendor in writing upon one week's advance notice to the Vendor. Such notice shall indicate the anticipated

period of suspension. Notice may also be delivered to the Vendor at the address set forth in Section 14 herein.

8. Standard of Care.

The Vendor represents and warrants that it, and the Vendor's employees, have the requisite training, skill and experience necessary to provide the services under this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Vendor and the Vendor's employees 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.

The Vendor and the Vendor's employees shall conduct themselves in a professional manner at all times when on site. The Vendor's employees shall wear clothing and/or a uniform which clearly identifies them as an employee of the Vendor.

The Vendor further represents and warrants that it shall provide proper supervision for any employees utilized to perform the services herein and shall ensure that all employees are properly trained and qualified. The Vendor shall ensure that all workplace safety requirements of state or federal law are strictly observed at all times. The Vendor warrants that all employees have been trained to comply with state and federal standards (including but not limited to standards for handling chemicals, WISHA and OSHA) relevant to the duties to be performed in accordance with the Scope of Work.

9. Ownership and Use of Documents. All records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Vendor in connection with the services provided to the City, shall be the property of the City whether finished or not and also whether the project for which they were created is executed or not.

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

11. Indemnification. The Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification. Nothing in this Agreement shall be construed as creating a liability or right of indemnification in any third party.

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 Vendor and the City, its officers, officials,

employees, agents and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor'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 VENDOR'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. THE VENDOR'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE VENDOR'S EMPLOYEES DIRECTLY AGAINST THE VENDOR.

12. Insurance. The Vendor 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 Vendor, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Vendor 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 Vendor'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 Vendor's profession if applicable.

B. Minimum Amounts of Insurance

Vendor 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 \$1,000.00.

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 (as applicable to each line of coverage):

1. The Vendor'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 Vendor shall provide thirty (30) days written notice by certified mail, return receipt requested, to the City prior to the cancellation or alteration of coverage.
3. The City will not waive its right to subrogation against the Vendor. The Vendor'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 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 by 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 Vendor 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 Vendor before commencement of the work.

13. Assigning or Subcontracting. The Vendor 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 Vendor or by the Vendor to the City shall be in writing and delivered to the parties at the following addresses:

Robert Putaansuu
Mayor
216 Prospect Street
Port Orchard, WA 98366

Phone: 360.876.4407
Fax: 360.895.9029

VENDOR
Attn: Otis Elevator Company
3315 S. 116th St. #149
Seattle, WA 98168

Phone: 206.243.8100
Fax: 206.248.6401

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 Vendor under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Vendor 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 Vendor.

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 and Addenda 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, the Exhibits and Addenda 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 or Addenda 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 Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Vendor 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 Vendor, 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 Vendor 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 Vendor 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 Vendor of the Vendor'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 Vendor 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 Vendor is in the exclusive possession of another who fails or refuses to furnish the information, the Vendor 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 Vendor'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 Vendor under the Agreement until the Vendor complies; and/or
 2. cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Vendor 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 Vendor 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

Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Vendor may request the City to enter into any litigation to protect the interests of the City. In addition, the Vendor 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

VENDOR

By: _____
Robert Putaansuu, Mayor

By: _____
Name: _____
Title: _____

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 Vendor, 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.F.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).



DATE: 03/25/2021

TO:

Engineering-Building-Planning
216 Prospect Street
Port Orchard, WA 98366

FROM:

Otis Elevator Company
3315 S. 116th St. #149
Seattle, WA 98168

EQUIPMENT LOCATION:

PORT ORCHARD CITY HALL
216 Prospect Street
Port Orchard, WA 98366

Gregory Norris
Phone: (206) 243-8100
Fax: (206) 248-6401

PROPOSAL NUMBER: AQ5645

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	HYDRAULIC	OTIS ELEVATOR COMPANY	ELV 1	475133

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils,

contacts, linings, and component parts.

- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring

PARTS INVENTORY

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and

service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

SAFETY AND ENVIRONMENT

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side

of the website; (2) choosing “US/English” to take you to the “USA” web page; (3) clicking on the “Otis Safety” link on the left side of the page; and (4) downloading the “Lockout Tagout Policy Otis 6.0” and “Mechanical Energy Policy Otis 7.0,” both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer’s facility.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Calls for repairs that fall outside of the scope of this contract will incur charges for travel time, plus vehicle surcharges and expenses.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work

place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

DES Contract # 01219 Master Contract: This agreement is based on the pricing structure as outlined in the State of Washington master agreement.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Three hundred fifty-seven dollars and ten cents (\$ 357.10) per month, payable Quarterly

PRICE ADJUSTMENT

Three hundred fifty-seven dollars and ten cents (\$ 357.10) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2021** which was **102.043**. The phrase “straight time hourly labor cost” means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect. The term “straight time hourly labor cost” means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs.

TERM

The Commencement Date will be 06/01/2021.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys’ fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

Electronic Funds Transfer Payments (ACH/EFT)

To set up automatic payments or to make one-time payments, please visit Payinvoicedirect.com to register. Please note, registration is available after your first invoice has been billed.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Gregory Norris
 Title: Account Manager
 E-mail: gregory.norris@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____
 Signed: _____
 Print Name: - _____
 Title - _____
 E-mail: - _____
 Name of Company - _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____
 Signed: _____
 Print Name: Grant Berryhill
 Title Sales Manager

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: _____
 (Name of Principal or Owner)

BILL TO INFORMATION

Company Name: _____

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

If yes, please provide contact info for PO renewal:

Name: _____

Fax: _____

Phone: _____

E-Mail: _____

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.

**OTIS ELEVATOR COMPANY
ACKNOWLEDGEMENT TO MAINTENANCE CONTRACT**

PARTIES: OTIS ELEVATOR COMPANY CITY OF PORT ORCHARD	CONTRACT NO.: C046-21 EQUIPMENT LOCATION PORT ORCHARD CITY HALL 216 Prospect Street Port Orchard, WA 98366 DATE: 9 th April 2021
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Thank you for allowing Vendor the opportunity to do business with you. Vendor's agreement to provide labor, services, and materials (collectively "Work") is conditioned by the following terms in this document (hereinafter called "Acknowledgment") and the Vendor's proposal ("Proposal"), both of which are incorporated herein by reference and made a part of the City of Port Orchard Purchased Service Agreement between Vendor and Customer (collectively, the Acknowledgment, Proposal, City of Port Orchard Purchased Service Agreement, and any other contract document agreed to between Vendor and Customer for the Work is hereinafter referred to as the "Contract"). In the event of a conflict between the Acknowledgment, Proposal, or any other document, the terms in the City of Port Orchard Purchased Service Agreement control (the only exception to this is limited to if the terms of the Proposal give Vendor greater rights or protections, then in such limited instances, the Proposal controls). References to specific sections below are for convenience and are not meant to limit the applicability of the modifications to those sections to the extent such modifications apply to other sections.

CITY OF PORT ORCHARD PURCHASED SERVICE AGREEMENT:

Article 1 (A):

It is understood and agreed the Vendor's proposal is made part of this agreement.

Article 1 (B):

It is understood that the work is to be performed for a fixed price, at the amount indicated in the Agreement. This amount shall only be adjusted by properly approved change orders or written directives indicating related modifications to the scope of work and/or to the terms and conditions. Any and all proposed change orders or written directives must be sent to Otis for approval prior to handover of the equipment.

Article 1 (C) & Article 7:

Vendor does not agree to any termination for convenience by Customer. The Customer may, however, by written notice to Vendor, terminate this Contract if Vendor fails to perform any of its material obligations hereunder and does not commence to cure such failure within thirty (30) days after receipt of written notice from the Customer specifying in detail such failure.

In the event that Customer sells the building or its interest is terminated prior to the expiration of the Contract, Customer agrees to assign the Contract to the new owner or successor and to cause the new owner to assume Customer's obligations under the Contract. If the new owner or successor fails to assume Customer's obligations under the Contract, then Customer agrees to pay to Vendor all sums due for the unexpired term on an accelerated basis.

Article 1 (G) & Article 10:

Vendor will not be responsible for any damage to property, materials or equipment to the extent caused by the Customer or by anyone for whom the customer is responsible.

OTIS ELEVATOR COMPANY
ACKNOWLEDGEMENT TO MAINTENANCE CONTRACT

Vendor does not assume any liability or responsibility for damage to its work or materials caused by the Customer or anyone for whom the Customer is responsible.

Article 2:

All schedules, start dates, completion dates, durations and schedule revisions shall be agreed to in writing by both parties before becoming effective.

Article 3 & Article 4:

The Contract price shall be adjusted upwardly by the percentage increase to reflect increases in material and labor costs shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Labor Statistics and the percent increase in the straight time hourly labor cost. Additionally, at Vendor's discretion, the price may be adjusted as a result of increases in connection with environmental requirements, or changes to government laws or regulations including local, state, or federal taxes or tariffs.

Article 4 (C) & Article 17 (4):

Vendor does not agree to any inspection, audit, or copy of any of Vendor's confidential, proprietary, or trade secret information, data, or documents including, without limitation, financials.

Article 5 (A) & Article 17 (2); and Appendix A:

The materials and components that comprise Vendor's products are procured from a variety of sources located throughout the world, which allows Vendor to provide Vendor's customers with high quality equipment at competitive prices, but limits Vendor's ability to meet certain percentages of M/W/DBE set aside goals. Vendor is committed to achieving diversity within Vendor's workforce and in Vendor's supply base, however, Vendor cannot commit to specific set aside targets in the Contract.

Article 5 (B):

Otis agrees to the Customer's right to inspect and reject Otis's work. If any work is rejected, Otis must be allowed a reasonable time, upon receipt of prior written notice, in order to remedy the deficiency.

Article 5 (C) & Article 17 (1):

Notwithstanding anything in contrary to this in the Agreement, Vendor agrees to abide by Customer's safety policy as long as said policy is not in conflict with Vendor's safety policy(ies) or Vendor's agreement with the International Union of Elevator Constructors (IUEC).

Customer agrees to provide Vendor with unrestricted ready and safe access to all areas of the building in which any Work is performed and to keep all machine rooms and pit areas free from water, stored materials and excessive debris, waste, or hazardous materials.

If Customer is aware of an elevator or escalator malfunctioning or in a dangerous condition, Customer agrees to immediately notify Vendor using the 24 hour OTISLINE service. Until such condition is corrected, Customer agrees to keep the elevator or escalator removed from operation and take all reasonable steps to prevent unauthorized access or use. Further, Customer shall be responsible for posting warnings in connection with such units.

In the interest of safety, Customer will not allow others to do any alternations, additions, adjustments, or repairs to the equipment that is being maintained by Vendor during the term of the Contract. To the extent that Customer intends to have others furnish labor, services, or materials that are outside the scope of Work that Vendor is providing to Customer pursuant to the Contract, prior to any such out of scope work by others Customer shall give Vendor reasonable prior notice, in writing, of any such intended out of scope work. If any out of scope work performed by others renders any equipment or area, in Vendor's opinion, unsafe (hereinafter, an "Unsafe Condition") then Customer agrees that Vendor is excused, without

OTIS ELEVATOR COMPANY
ACKNOWLEDGEMENT TO MAINTENANCE CONTRACT

default or penalty against Vendor, from having to continue to provide Work to the affected equipment or area until such Unsafe Condition is corrected at no cost to Vendor.

Article 7 (D) & Article 7 (E):

In the event portions of the building or certain buildings are permanently closed and as a result of this closure, ____ elevators or escalators ("Unit(s)") is/are removed from service the Unit(s) will be deemed suspended from maintenance service. The amount of the payments allocable to the Unit(s) removed from service shall be prorated for the period the Unit(s) are out of service. The remaining Unit(s) shall remain under the terms of the Maintenance Contract. Customer agrees to provide Otis with at least thirty (30) days prior written notice in the event of such closure and suspension.

It is understood and agreed that the removal of the Unit(s) from service is only a suspension of services and not a termination under the terms of the Maintenance Contract. If the Unit(s) previously removed from service are reactivated it is understood and agreed they will be reinstated in the maintenance agreement and billed accordingly.

Article 11:

The Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from claims, injuries, damages, losses or suits, including reasonable legal costs and attorneys' fees, arising out of or in connection with the negligence in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification. Nothing in this Agreement shall be construed as creating a liability or right of indemnification in any third party

Customer shall defend, indemnify, and hold Vendor harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) caused by the sole negligence of the City in the performance of this agreement.

Under no circumstances shall either party be liable for special, indirect, consequential or liquidated damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property. This limitation of liability for applies to indemnity of third-party claims. Nothing in this Agreement shall be construed as creating a liability or right of indemnification in any third party.

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 Vendor and the City, its officers, officials, employees, agents and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

**OTIS ELEVATOR COMPANY
ACKNOWLEDGEMENT TO MAINTENANCE CONTRACT**

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'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. THE VENDOR'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE VENDOR'S EMPLOYEES DIRECTLY AGAINST THE VENDOR.

Article 12:

Vendor will supply an insurance certificate evidencing the insurance carried by Vendor conditioned on the understanding that it represents full compliance with all insurance requirements applying to Vendor under the Contract and for the Work. Vendor does not provide copies of its insurance policies, certified or otherwise,. All limits and values related to coverage if any is provided to Customer shall be actual values without qualifying language such as "at least", "not less than", "no less than", "minimum" or the like. Coverage, if any, will be on an occurrence basis and in accordance with the coverage limits outlined in the Contract. Renewal certificates will be provided during the term of the Contract.

Otis will agree to name City of Port Orchard as additional insured.

Vendor shall not be required to comply with requirements from third party compliance vendors nor shall Vendor be responsible for any costs associated with same.

Article 13:

Customer may assign this agreement, but only with written approval from Otis, which will not be unreasonably withheld.

Article 15:

In the event any disputes arise in connection with the performance of any obligation under this Agreement, Otis agrees to consult and consider the use of mediation or other form of alternative dispute resolution prior to resorting to litigation.

Article 18 (New Article):

Vendor shall not be liable for any damage, loss, cost, or expense as a result of any reason beyond Vendor's control including, but not limited to, acts of God or nature; fire; explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively, "Causes Beyond Vendor's Reasonable Control"). Vendor shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Vendor's Reasonable Control.

IN GENERAL

ASBESTOS

Customer agrees to immediately notify Vendor if Customer is aware or becomes aware of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Vendor's personnel are or may be required to perform services. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material from the building, Customer agrees to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Vendor shall be entitled to (i) delay its Work until it is determined to Vendor's satisfaction that no hazard exists and (ii) compensation for delays encountered.

WORK EXCLUDED

Vendor is not required to:

OTIS ELEVATOR COMPANY
ACKNOWLEDGEMENT TO MAINTENANCE CONTRACT

- alter, update, modernize or install new attachments to any units, whether or not recommended or directed by insurance companies or governmental authorities;
- conduct any tests other than those expressly provided for in the Contract;
- make any replacements with parts of a different design or type;
- make any changes to the existing design of the equipment;
- make any repairs or replacements necessitated by failures or due to tests required by authorities;
- make any replacement, renewal, or repair necessitated by an obsolete or discontinued part.

Vendor is not responsible for:

- car enclosures (including but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, when affected by building compression or shifting hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards;
- for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by Vendor;
- instructions or warnings in connection with use by passengers.

No Work or service other than that specifically mentioned is included or intended.

It is agreed that Vendor does not take possession of the elevator or escalator units and that such units remain yours solely either as owner, or as operator, lessee, or agent of owner or lessee.

WARRANTY

Vendor warranty is limited to the repair or replacement, at Vendor's discretion, of defective materials and the correction of defective workmanship furnished by Vendor within a reasonable time for defects that are reported to Vendor during the term of this Contract provided all payments due under the terms of the Contract have been made in full. This warranty excludes ordinary wear and tear and any damage due to Causes Beyond Vendor's Reasonable Control. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

OVERTIME DEFINED

Should Vendor agree to work overtime, Customer agrees to pay Vendor overtime premium wages.

TOOLS

Customer shall not have the right to take possession of Vendor's tools, machinery or equipment unless Customer has paid in full for such materials and Vendor has expressly agreed to the sale of such materials in writing.

SOFTWARE

Vendor shall provide its maintenance personnel with the appropriate (as determined by Vendor in its sole discretion) tools to enable Vendor to troubleshoot, diagnose and maintain the equipment as provided in this Agreement. These tools shall remain the property of Vendor and nothing in this Contract shall be construed to obligate Vendor to give, disclose or in any manner transfer such tools to the Customer or any third party.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Vendor Peripherals") which Vendor may use or install to deliver service under this Contract remains Vendor's property, solely for the use of Vendor's employees. Vendor Peripherals are not considered as part of the elevator or escalator. Work for Hire provision(s), if any, shall apply only to the extent the information, services, goods, or other items referenced in such provision(s) are specifically developed by the Vendor solely for Customer's exclusive use only (and no other Customer of the Vendor) and Customer was expressly contemplated to be the exclusive owner of such information under a separate written agreement. If this Contract or subsequent maintenance service is terminated for any reason, Vendor

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shall be given access to the premises to remove the Vendor Peripherals at Vendor's expense. Vendor shall only be required to follow its own cyber security policies and procedures.

BACKGROUND CHECKS

Vendor supports Customer's efforts to maintain a safe and productive work environment; however, Vendor's collective bargaining agreement with the IUEC prohibits Vendor from completing background checks, searches, or tests on Vendor employees in the IUEC bargaining unit. Therefore, Vendor cannot agree to authorize any party to complete criminal background checks, searches, or tests on any Vendor employees. Vendor will request IUEC represented employees furnishing Work for Customer to agree to voluntarily submit to a criminal background check and agrees not to staff with employees who do not consent to same to the extent that Customer requires background checks. Customer agrees to pay any and all costs associated with obtaining criminal background checks conducted. Subject to the forgoing, Vendor will take appropriate action in the event that you advise us of any action by any of our employees that is contrary to the maintenance of a safe, healthy and productive workplace.

CONFIDENTIALITY

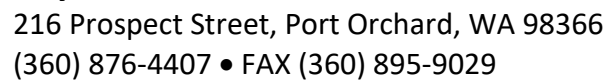
If any documentation is specified in this Contract to be proprietary to the Customer and confidential, such documentation shall be clearly marked as confidential. Otis agrees to keep such documents confidential by using the same degree of protection afforded to Otis' confidential documents of a similar nature.

PARTIAL INVALIDITY

The invalidity of one or more of the phrases, sentences, clauses, or paragraphs contained in this Contract shall not affect the validity of the remaining portions.

We want to take this opportunity to thank you for this order.

OTIS ELEVATOR COMPANY



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