



City of Port Orchard Council Meeting Agenda
July 13, 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, CPRO
 City Clerk

Meeting Location:

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

Contact us:

(360) 876-4407
 cityhall@cityofportorchard.us

Remote access:

Link: <https://us02web.zoom.us/j/87238259659>

Zoom Webinar ID: 872 3825 9659

Zoom Call-In: 1-253-215-8782

1. CALL TO ORDER

- A. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. CITIZENS COMMENTS

*(Please limit your comments to **3 minutes** for items listed on the Agenda and that are not for a Public Hearing. When recognized by the Mayor, please state your name for the official record)*

4. CONSENT AGENDA

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

- A. Approval of Vouchers and Electronic Payments
- B. Approval of Payroll and Direct Deposits
- C. Adoption of an Ordinance Amending Port Orchard Municipal Code Chapter 10.12 Establishing Regulations and Fees Related to Parking, Stopping, and Standing in Certain Areas of the City (Dorsey) **Page 4**
- D. Approval of the June 15, 2021, City Council Work Study Meeting Minutes (Rinearson) **Page 33**
- E. Excusal of Councilmember Rosapepe Due to Personal Obligations

5. PRESENTATION

- A. Bethel Roundabout (Dorsey)
- B. CFC Exceptions (Crocker)

6. PUBLIC HEARING

- A. Sidney Road Apartments Development Agreement for Transportation and Park Impact Fee Credits (Bond) **Page 36**

EXECUTIVE SESSION

City Council WILL hold a 10-minute executive session, pursuant to RCW 42.30.110(1)(i) to discuss legal risks of a proposed action that the agency has identified where there are potential adverse legal and financial consequences to the agency.

7. BUSINESS ITEMS

- A. Adoption of an Ordinance Approving the Sidney Road Apartments Development Agreement for Transportation and Park Impact Fee Credits (Bond) **Page 67**
- B. Adoption of an Ordinance Approving a New Contract with the Washington State Department of Ecology for the Continuation of the Marina Pump Station Rebuild Project, Loan Agreement No. WQC-2019-PoOrPW-00025 (Dorsey) **Page 68**
- C. Adoption of a Resolution Accepting the Lodging Tax Advisory Committee's Recommendation for Distribution of the Remainder of 2021 Funds (Rinearson) **Page 85**
- D. Approval of a Contract with CodePros, LLC for Building Department and Building Inspection Services (Bond) **Page 117**
- E. Approval of Amendment No. 2 to Contract No. 090-20 with Murraysmith, Inc. for the Continuation of the 2020-21 McCormick Village Park Splash Pad Retrofit Project (Dorsey) **Page 131**
- F. Approval of Awarding the Responsive Bidder and Authorize the Mayor to Execute an Agreement for the City's Official Newspaper (Rinearson) **Page 135**
- G. Approval of the June 22, 2021, City Council Meeting Minutes (Rinearson) **Page 141**

8. DISCUSSION ITEMS (No Action to be Taken)

- A. Port Orchard Parks Survey Results (Put aansuu) **Page 147**
- B. Puget Sound Regional Council Job Estimates (Put aansuu) **Page 158**

9. REPORTS OF COUNCIL COMMITTEES

10. REPORT OF MAYOR

11. REPORT OF DEPARTMENT HEADS

12. CITIZEN COMMENTS

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

13. EXECUTIVE SESSION

Pursuant to RCW 42.30.110 (1)(i), the City Council WILL hold an executive session to discuss legal risks of a proposed action that the agency has identified where there are potential adverse legal and financial consequences to the agency. The session duration will be announced prior to the executive session.

14. CITY COUNCIL GOOD OF THE ORDER

15. ADJOURNMENT

16. COLLECTIVE BARGAINING

Entering a separate meeting regarding Collective Bargaining pursuant RCW 42.30.140(4) (a) and (4)(b).

COMMITTEE MEETINGS**Date & Time****Location**

	Date & Time	Location
Economic Development and Tourism	July 12, 2021; 9:30am – 2 nd Monday of each month	Remote Access
Utilities	August 10, 2021; 5:00pm	Remote Access
Land Use	August 4, 2021; 4:00pm	Remote Access
Festival of Chimes & Lights	July 19, 2021; 3:30pm – 3 rd Monday of each month	Remote Access
Finance	July 20, 2021; 5:00pm	Remote Access
Transportation	July 27, 2021; 5:00pm; 4 th Tuesday of each month	Remote Access
Sewer Advisory	July 21, 2021; 6:30pm	Remote Access
Lodging Tax	October, 2021	Remote Access
Outside Agency Committees	Varies	Varies



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Consent Agenda 4C</u>	Meeting Date:	<u>July 13, 2021</u>
Subject:	<u>Adoption of an Ordinance Amending Port Orchard Municipal Code Chapter 10.12</u>	Prepared by:	<u>Mark R. Dorsey, P.E.</u>
	<u>Establishing Regulations and Fees Related to Parking, Stopping or Standing in Certain Areas of the City</u>	Public Works Director	<u>Public Works Director</u>
		Atty Routing No:	<u>366922.0009 – PW</u>
		Atty Review Date:	<u>July 8, 2021</u>

Summary: The City has codified regulations for parking at Port Orchard Municipal Code (POMC) Chapter 10.12. As a continued housekeeping measure, the City’s Public Works Department working in conjunction with the City’s Parking Enforcement staff inventories existing parking signage on a continual basis and has compiled corrections, revisions, and modifications to current Port Orchard Municipal Code (POMC) Chapter 10.12.560 to reflect existing needs and conditions for parking within the City. By this ordinance, the Council would adopt the recommended amendments (see attached redline of Ordinance 027-21, amending POMC 10.12.560, to assist with review.

Relationship to Comprehensive Plan: None

Recommendation: Staff recommends adoption of Ordinance No. 027-21, amending POMC Chapter 10.12.560 regarding Parking, Stopping or Standing in Certain Areas of the City.

Motion for Consideration: I move to adopt Ordinance No. 027-21, amending POMC Chapter 10.12.560 regarding Parking, Stopping or Standing in Certain Areas of the City.

Fiscal Impact: None

Alternatives: Do not approve and provide further direction to staff.

Attachments: Ordinance Amending POMC 10.12.560 (Clean, for adoption), and Ordinance Amending POMC 10.12.560 (Redline to assist with review).

ORDINANCE NO. 027-21

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO PARKING ON PUBLIC STREETS; AMENDING SECTION 10.12.560 OF THE PORT ORCHARD MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, WAC 308-330-270 authorizes the City to adopt regulations to prohibit, regulate or limit stopping, standing or parking of vehicles in areas of the City; and

WHEREAS, in accordance with that authority, the Port Orchard Municipal Code (POMC) Section 10.12.080(1) authorizes the City Council to, from time to time, establish parking prohibitions and restrictions on portions of certain specified streets, and those prohibitions and restrictions are codified at POMC 10.12.500 through 10.12.620; and

WHEREAS, the City Council deems it in the best interest of the City of Port Orchard to periodically review and update such regulations; and

WHEREAS, the City Council chooses to codify any updates to the parking regulations in order to aid the public in its ability to access and review said regulations; and

WHEREAS, staff audited the existing regulations and identified necessary, specific revisions to POMC Section 10.12.560 Parking times limited on certain streets; and

WHEREAS, the City Council has reviewed the proposed amendments and believes it to be in the best interests of the City and its residents to enact the proposed amendments; now, therefore

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

SECTION 1. Section 10.12.560 of the Port Orchard Municipal Code is hereby amended to read as follows:

10.12.500 Parking times limited on certain streets.

When signs are erected by the city engineer in each block giving notice thereof, no person shall park a vehicle for longer than the time specified in this section, on the days specified in this section, upon any of the streets described as follows except vehicles complying with the residential parking permit program:

1. Ada Street: on both sides of Ada Street, from Sidney Avenue to Harrison Avenue. There will be two-

hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

2. Arnold Avenue E.: on the west side of Arnold Avenue E., south of Bay Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

3. Austin Avenue: on both sides, from Division Street to Dwight Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

4. Bay Street: on both sides, from Orchard Avenue to Harrison Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays. Vehicles with residential parking permits are not exempt from the parking restrictions specified within this subsection.

5. Bay Street: on the north side from the DeKalb Street pedestrian pier easterly for 110 feet. There will be 15-minute loading and unloading

only.

6. Bay Street: on the south side from Port Orchard Boulevard to DeKalb Street and 130 feet east of DeKalb Street to Kitsap Street there will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday and federal holidays.
7. Bay Street: on west side of the 1500 and 1600 block. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
8. Bay Street: on the north side at Ross Point (SR 166). There will be four-hour parking.
9. Bay Street: on the south side of Bay Street, west of Arnold Avenue E. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day, except Saturday, Sunday, and federal holidays.
10. Bravo Terrace: on the east side from the Bravo Terrace intersection south to end of cul-de-sac. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

11. Cline Avenue: on both sides, from Kitsap Street to Dwight Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

12. Cline Avenue: from the northeast corner of Kitsap Street and Cline Avenue northerly along the east line of Cline Avenue to Bay Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

13. Cline Avenue: on both sides, from Taylor Street to Division Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

14. DeKalb Street: on the north side, from Cline Avenue easterly for a distance of 200 feet. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

15. DeKalb Street: on both sides, from Seattle Avenue to Sidney Avenue. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays;

except for a space on the south side of DeKalb Street beginning 105 feet east of Harrison Avenue and continuing easterly for 175 feet. The 175 feet as described shall be designated all day parking.

16. DeKalb Street: on the north side, from Sidney Avenue westerly for a distance of 120 feet. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

17. DeKalb Street: on the south side, from Tracy Avenue easterly to the end of DeKalb Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

18. DeKalb Street: on both sides, from Mitchell Avenue westerly for a distance of 340 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

19. DeKalb Street: on the north side, from Mitchell Avenue to Tracy Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal

holidays.

20. Division Street: on both sides, from Sidney Avenue to Seattle Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

21. Division Street: on both sides, from Cline Avenue to Sidney Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

22. Division Street: on both sides from Cline Avenue westerly to dead end. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday and federal holidays.

23. Dwight Street: on both sides, from Sidney Avenue to Seattle Avenue. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

24. Dwight Street: on both sides, from Mitchell Avenue westerly for a distance of 250 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday,

and federal holidays.

25. Dwight Street: on both sides, from Austin Avenue to Cline Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

26. Farragut Avenue: on the east side, 160 feet north of DeKalb Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

27. Frederick Avenue: on both sides, from waterfront parking lot to Prospect Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

28. Harrison Avenue: on both sides, from DeKalb Street to Dwight Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

29. Harrison Avenue: on both sides, from Dwight Street to Division Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal

holidays.

30. Harrison Avenue: on both sides from Ada Street to dead end. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
31. Kitsap Street: on both sides, from Cline Avenue to Rockwell Avenue. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
32. Kitsap Street: on both sides, from Mitchell Avenue westerly for a distance of 150 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
33. Mitchell Avenue: on the east side, from DeKalb Street northerly for a distance of 70 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
34. Mitchell Avenue: on the west side, from Kitsap Street to Taylor Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday,

Sunday, and federal holidays; and that portion of 760 Mitchell Avenue marked as “No Parking Anytime.”

35. Mitchell Avenue: on the east side, from DeKalb Street southerly to the bus loading access road, shall be designated all day parking except for the revetment area which is two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

36. Morton Street: on both sides, from Rockwell Avenue westerly for a distance of 230 feet on both sides. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

37. Morton Street: on both sides, from Rockwell Avenue easterly for a distance of 230 feet on both sides. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

38. Prospect Street: on both sides, from Sidney Avenue to Robert Geiger Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m. (except

where posted as one-hour parking for the City Permit Center located at 720 Prospect Street; holders of residential parking permits are not exempt from this restriction), on any day except Saturday, Sunday, and federal holidays, and the inside radius of the curve between Robert Geiger Street and Frederick Avenue.

39. Prospect Street: on both sides, from Kitsap Street to Robert Geiger Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays, except where 30-minute zone is delineated.

40. Prospect Street: along the green curb, in front of City Hall at 216 Prospect Street. There is 30-minute parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

41. Robert Geiger Street: on the north side, from Prospect Street to Bay Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

42. Seattle on both sides, from Kitsap

- Avenue: Street to Dwight Street.
There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
43. Seattle Avenue: on both sides from Dwight Street to Division Street.
There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
44. Sidney Avenue: on both sides from Bay Street to the waterfront.
There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
45. Sidney Avenue: on the east side from Bay Street to Prospect Street.
There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
46. Sidney Avenue: on both sides, from Prospect to Kitsap Street.
There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
47. Sidney Avenue: on both sides, from Kitsap Street to DeKalb Street.
There will be four-hour parking from 8:00 a.m. to

5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

48. Sidney Avenue: on both sides, from DeKalb Street to Ada Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

49. Sweany Street: on the south side, from Cline Avenue westerly for a distance of 300 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

50. Sweany Street: on the north side, from Sidney Avenue westerly for a distance of 200 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

51. Tracy Avenue: on both sides, from DeKalb Street to Guy Wetzel Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

52. Tracy Avenue: abutting 219 Tracy Avenue. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on

any day except Saturday, Sunday, and federal holidays.

53. Water Street: from Bay Street to waterfront on the west side. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

54. Library: north side of driveway adjacent to south side of library sidewalk and Lot 7 shall be two-hour parking from 8:00 a.m. to 5:00 p.m. on any day, pursuant to easement AF# (8903310122) except Saturday, Sunday, and federal holidays.

SECTION 2. Authorization to Post Signs. The City Engineer is hereby directed to post the signs as required by this Ordinance and as a result of the amendment of Section 10.12.560, upon the effective date of this Ordinance.

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

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

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 13th day of July 2021.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

SPONSORED BY:

Scott Diener, Councilmember

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO. 027-21

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO PARKING ON PUBLIC STREETS; AMENDING SECTION 10.12.560 OF THE PORT ORCHARD MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, WAC 308-330-270 authorizes the City to adopt regulations to prohibit, regulate or limit stopping, standing or parking of vehicles in areas of the City; and

WHEREAS, in accordance with that authority, the Port Orchard Municipal Code (POMC) Section 10.12.080(1) authorizes the City Council to from time to time, establish parking prohibitions and restrictions on portions of certain specified streets, and those prohibitions and restrictions are codified at POMC 10.12.500 through 10.12.620; and

WHEREAS, the City Council deems it in the best interest of the City of Port Orchard to periodically review and update such regulations; and

WHEREAS, the City Council choses to codify any updates to the parking regulations in order to aid the public in its ability to access and review said regulations; and

WHEREAS, staff audited the existing regulations and identified necessary, specific revisions to POMC Section 10.12.560 Parking times limited on certain streets; and

WHEREAS, the City Council has reviewed the proposed amendments and believes it to be in the best interests of the City and its residents to enact the proposed amendments; now, therefore

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

SECTION 1. Section 10.12.560 of the Port Orchard Municipal Code is hereby amended to read as follows:

10.12.500 Parking times limited on certain streets.

When signs are erected by the city engineer in each block giving notice thereof, no person shall park a vehicle for longer than the time specified in this section, on the days specified in this section, upon any of the streets described as follows except vehicles complying with the residential parking permit program:

1. Ada Street: on both sides of Ada Street, from Sidney Avenue to Harrison Avenue. There will be two-

hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

2. Arnold Avenue E.: on the west side of Arnold Avenue E., south of Bay Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

3. Austin Avenue: on both sides, from Division Street to Dwight Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

4. Bay Street: on both sides, from Orchard Avenue to Harrison Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays. Vehicles with residential parking permits are not exempt from the parking restrictions specified within this subsection.

5. Bay Street: on the north side from the DeKalb Street pedestrian pier easterly for 110 feet. There will be 15-minute loading and unloading

only.

6. Bay Street: on the south side from Port Orchard Boulevard to DeKalb Street and 130 feet east of DeKalb Street to Kitsap Street there will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday and federal holidays.

7. Bay Street: on west side of the 1500 and 1600 block. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

8. Bay Street: on the north side at Ross Point (SR 166). There will be four-hour parking.

9. Bay Street: on the south side of Bay Street, west of Arnold Avenue E. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day, except Saturday, Sunday, and federal holidays.

10. Bravo Terrace: on the ~~southeast~~ side from ~~the~~ Bravo Terrace intersection ~~westsouth~~ to end of cul-de-sac. There will be ~~four~~two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday,

and federal holidays.

11. Cline Avenue: on both sides, from Kitsap Street to Dwight Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
12. Cline Avenue: from the northeast corner of Kitsap Street and Cline Avenue northerly along the east line of Cline Avenue to Bay Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
13. Cline Avenue: on both sides, from Taylor Street to Division Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
14. DeKalb Street: on the north side, from Cline Avenue easterly for a distance of 200 feet. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
15. DeKalb Street: on both sides, from Seattle Avenue to Sidney Avenue. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day

except Saturday, Sunday, and federal holidays; except for a space on the south side of DeKalb Street beginning 105 feet east of Harrison Avenue and continuing easterly for 175 feet. The 175 feet as described shall be designated all day parking.

16. DeKalb Street: on the north side, from Sidney Avenue westerly for a distance of 120 feet. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

17. DeKalb Street: on the south side, from Tracy Avenue easterly to the end of DeKalb Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

18. DeKalb Street: on both sides, from Mitchell Avenue westerly for a distance of 340 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

19. DeKalb Street: on the north side, from Mitchell Avenue to Tracy Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any

day except Saturday, Sunday, and federal holidays.

20. Division Street: on both sides, from Sidney Avenue to Seattle Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

21. Division Street: on both sides, from Cline Avenue to Sidney Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

22. Division Street: on both sides from Cline Avenue westerly to dead end. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday and federal holidays.

23. Dwight Street: on both sides, from Sidney Avenue to Seattle Avenue. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

24. Dwight Street: on both sides, from Mitchell Avenue westerly for a distance of 250 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day

except Saturday, Sunday,
and federal holidays.

25. Dwight
Street: on both sides, from Austin
Avenue to Cline Avenue.
There will be two-hour
parking from 8:00 a.m. to
5:00 p.m., on any day
except Saturday, Sunday,
and federal holidays.

26. Farragut
Avenue: on the east side, 160 feet
north of DeKalb Street.
There will be two-hour
parking from 8:00 a.m. to
5:00 p.m., on any day
except Saturday, Sunday,
and federal holidays.

27. Frederick
Avenue: on both sides, from
waterfront parking lot to
Prospect Street. There will
be two-hour parking from
8:00 a.m. to 5:00 p.m., on
any day except Saturday,
Sunday, and federal
holidays.

28. Harrison
Avenue: on both sides, from DeKalb
Street to Dwight Street.
There will be four-hour
parking from 8:00 a.m. to
5:00 p.m., on any day
except Saturday, Sunday,
and federal holidays.

29. Harrison
Avenue: on both sides, from
Dwight Street to Division
Street. There will be two-
hour parking from 8:00
a.m. to 5:00 p.m., on any
day except Saturday,
Sunday, and federal

holidays.

30. Harrison Avenue: on both sides from Ada Street to dead end. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
31. Kitsap Street: on both sides, from Cline Avenue to Rockwell Avenue. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
32. Kitsap Street: on both sides, from Mitchell Avenue westerly for a distance of 150 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
33. Mitchell Avenue: on the east side, from DeKalb Street northerly for a distance of 70 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
34. Mitchell Avenue: on the west side, from Kitsap Street to Taylor Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday,

Sunday, and federal holidays; and that portion of 760 Mitchell Avenue marked as “No Parking Anytime.”

35. Mitchell Avenue: on the east side, from DeKalb Street southerly to the bus loading access road, shall be designated all day parking except for the revetment area which is two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

36. Morton Street: on both sides, from Rockwell Avenue westerly for a distance of 230 feet on both sides. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

37. Morton Street: on both sides, from Rockwell Avenue easterly for a distance of 230 feet on both sides. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

38. Prospect Street: on both sides, from Sidney Avenue to Robert Geiger Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m. (except

where posted as one-hour parking for the City Permit Center located at 720 Prospect Street; holders of residential parking permits are not exempt from this restriction), on any day except Saturday, Sunday, and federal holidays, and the inside radius of the curve between Robert Geiger Street and Frederick Avenue.

39. Prospect Street: on both sides, from Kitsap Street to Robert Geiger Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays, except where 30-minute zone is delineated.

40. Prospect Street: along the green curb, in front of City Hall at 216 Prospect Street. There is 30-minute parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

41. Robert Geiger Street: on the north side, from Prospect Street to Bay Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

42. Seattle on both sides, from Kitsap

- Avenue: Street to Dwight Street.
There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
43. Seattle Avenue: on both sides from Dwight Street to Division Street.
There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
44. Sidney Avenue: on both sides from Bay Street to the waterfront.
There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
45. Sidney Avenue: on the east side from Bay Street to Prospect Street.
There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
46. Sidney Avenue: on both sides, from Prospect to Kitsap Street.
There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
47. Sidney Avenue: on both sides, from Kitsap Street to DeKalb Street.
There will be four-hour parking from 8:00 a.m. to

5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

48. Sidney Avenue: on both sides, from DeKalb Street to Ada Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

49. Sweany Street: on the south side, from Cline Avenue westerly for a distance of 300 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

50. Sweany Street: on the north side, from Sidney Avenue westerly for a distance of 200 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

51. Tracy Avenue: on both sides, from DeKalb Street to Guy Wetzel Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

52. Tracy Avenue: abutting 219 Tracy Avenue. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on

any day except Saturday, Sunday, and federal holidays.

53. Water Street: from Bay Street to waterfront on the west side. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

54. Library: north side of driveway adjacent to south side of library sidewalk and Lot 7 shall be two-hour parking from 8:00 a.m. to 5:00 p.m. on any day, pursuant to easement AF# (8903310122) except Saturday, Sunday, and federal holidays.

SECTION 2. Authorization to Post Signs. The City Engineer is hereby directed to post the signs as required by this Ordinance and as a result of the amendment of Section 10.12.560, upon the effective date of this Ordinance.

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

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

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 13th day of July 2021

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

SPONSORED BY:

Charlotte A. Archer, City Attorney

Scott Diener, Councilmember



**City of Port Orchard
Council Meeting Minutes
Work Study Session Meeting of June 15, 2021**

CALL TO ORDER AND ROLL CALL

Mayor Putaansuu called the meeting to order at 6:31 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: Public Works Director Dorsey, Community Development Director Bond, Police Chief Brown, Finance Director Crocker, City Attorney Archer, City Clerk Rinearson, and Deputy City Clerk Floyd.

Mayor Putaansuu said Pursuant to the Governor’s “Stay Home - Stay Safe” Order, the City will conduct the meeting through Zoom.

Pledge of Allegiance

Mayor Putaansuu explained there will be a 10-minute executive session and noted Discussion Item 3 regarding Water and Sewer Redevelopment Exceptions was discussed during the Finance Committee earlier this evening, but is not ready to bring this item forward. We will table this until next month.

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

At 6:32 p.m., Mayor Putaansuu recessed the meeting for a 10-minute executive session pursuant to RCW 42.30.110(1)(i) related to legal risks of a proposed action. City Attorney Archer, Public Works Director Dorsey, Development Director Bond, and City Clerk Rinearson were invited to attend, and City Attorney Archer noted action will follow.

At 6:42 p.m., Mayor Putaansuu reconvened the meeting back into session.

ACTION ITEM

1. Adoption of an Ordinance Temporarily Modifying Port Orchard Municipal Code Chapter 5.60.015 to Shorten the Application Deadline for Public Firework Displays

MOTION: By Councilmember Clauson, seconded by Councilmember Rosapepe, to adopt an Ordinance, temporarily modifying POMC 5.60.015 to shorten the application deadline for public firework displays, subject to conditions.

In response to Councilmember Cucciardi, City Attorney Archer said by state law, this type of action does not require a public hearing, but it is Council's discretion if they would like to open for public comments.

There were no public comments.

Councilmembers voiced their concerns and approvals of this item.

The motion passed. Councilmembers Ashby, Cucciardi, and Diener voted no. (Ordinance No. 028-21)

DISCUSSION ITEMS

1. End of the Legislative Session Report

Josh Weiss and **Annika Vaughn**, with Gordon Thomas Honeywell Governmental Affairs, provided a presentation which included an overview of the 2021 legislative session, outcome of Port Orchard's 2021 state legislative priorities, South Kitsap Community Events Center, Sedgwick Roundabouts, Foster Pilot Program, derelict vessel program, other bills of interest, responding to other opportunities and risks, and next steps.

Additional discussion was held regarding the legislative session and Port Orchard, and House bill 1220.

Council Direction: No direction was given to staff.

2. Ordinance Adopting Planned Action EIS for Downtown Subarea Plan

Community Development Director Bond explained in May, staff walked Council through the final subarea plan with the intention for adoption on May 25th; however, we were also working on drafting the planned action EIS. We pulled the subarea plan off the meeting because we wanted to verify consistencies. Next week, we plan on bringing you the ordinance to adopt the subarea plan, immediately followed by this ordinance.

This is a process allowed in State law, where we are essentially doing our environmental review for a certain level of permitting activity within a defined boundary of our City. In this case, the boundary matches what was in the subarea plan for downtown.

In this document, there is a little bit of an alternative for you to consider. We have put it forward in a format that is our recommendation. We received a grant to both develop the plan and to try and

move the needle on housing supply and housing affordability. Part of our overall grant was about increasing housing supply. If you look at the documents, there were two alternatives considered and our EIS had three alternatives with one of them being no action, which is no change. Alternative 1 is the mixed-use focus, and Alternative 2 is the residential focus.

Furthermore, he discussed each alternative and noted this ordinance is only valid for 10-years with a review in 8-years, ordinance recommendations, planned action and specific mitigation, and minor code changes.

Additional discussion was held regarding frontage improvements, residential units and demand, and County Courthouse development.

Council Direction: No direction was given to staff.

3. Water and Sewer Redevelopment Exceptions

This item was removed from the agenda.

Council Direction: No direction was given to staff.

4. City Hall Reskin

Mayor Putaansuu provided a presentation regarding adding solar panels to City Hall as part of the City Hall Reskin project. He showed several options of how the panels would be displayed. The first option would be a 1600 square foot solar array that would produce 20 to 25 percent of our peak demand in electricity and would cover a portion of parking stalls located in front of the Police department. The panels would not cover City Hall. The second option is a 3200 square foot solar array, which would produce 40 to 50 percent of our peak demand and would cover the parking stalls including the building located behind the stalls in front of the Police department. The last option would be to add another 1600 square feet, which would cover additional parking and would produce 75 percent of our peak demand.

A brief discussion was held regarding the different options, pricing and payback, landscaping, and maintenance.

GOOD OF THE ORDER

Councilmember Rosapepe reported on scheduling for the next Land Use Committee meeting.

ADJOURNMENT

The meeting adjourned at 7:52 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.: Public Hearing 6A
Subject: Public Hearing for the Sidney Road
Apartments Development Agreement for
Transportation and Park Impact Fee Credits

Meeting Date: July 13, 2021
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: Development-Matter 11
Atty Review Date: July 6, 2021

Summary: The City has negotiated a development agreement for transportation and park impact fee credits with Sidney Road Apartments, L.L.C. This agreement, if approved, would provide impact fee credits toward transportation and park impact fees. An agreement is desired to address the design, construction and funding of transportation improvements within and near the Sidney Road Apartments development, located at 4977 Sidney Road SW, and the possible conveyance of land for public park purposes in implementation of City’s Comprehensive Plan.

The Sidney Road Apartments development consists of approximately 216 multi-family dwellings, residential amenity facility, off-street parking for approximately 356 vehicles, landscaping, and associated site improvements normal and expected to multifamily residential development. The proposal was reviewed and approved consistent with applicable Port Orchard Municipal Code requirements and the Public Works Engineering Standards and Specifications. The City of Port Orchard’s Responsible Official issued and Determination of Nonsignificance for the development on December 23, 2020.

Transportation improvements include sidewalk, planting strip, parking lane, bicycle lane, and a two-way-left turn lane. A strip of property approximately 18 feet in width adjacent to the existing Sidney Road SW right-of-way along the development site’s frontage is to be dedicated to the City of Port Orchard to accommodate the improvements. The transportation improvements shall be constructed at the developer’s expense and transportation impact fee credit offered upon completion at the time of building permit issuance.

The applicant also holds land adjacent to the development site at 5071 Sidney Road SW which the applicant may desire to transfer to the City of Port Orchard for use as part of a planned park. The land is adjacent to Ruby Creek within the Ruby Creek subarea plan boundary. The acquisition of the property would further the goals of the City’s Comprehensive Plan for open space preservation and planned park development. Sidney Road Apartments LLC is currently exploring the option to dedicate these lands to the City of Port Orchard as a public park. The developer would be required to prepare the property for transfer through planting the property with native vegetation in accordance with an approved planting plan and providing temporary irrigation for the plantings over two growing seasons prior to conveyance as parkland. The conveyance would create an eligibility for park impact fee credit upon adoption of the Development Agreement.

POMC 20.26 (Development Agreements) outlines the process for development agreement approval. Developers seeking a development agreement, must submit an application. In this case, the application for the

development agreement was filed on June 7, 2021. The proposed development agreement is related to the Sidney Road Apartments Land Disturbing Activity Permit (PW201-064) and Right-of-Way Permit (ROW21-030). If the ordinance for the Development Agreement is approved subsequent to the public hearing (Council Agenda Item 6A), the Developer would be eligible to receive transportation and park impact fee credit associated with the development.

In the absence of a development agreement providing impact fee credits, the developer would owe \$469,800 in traffic impact fees and \$126,144 in park impact fees. It is expected that the transportation improvements will cost significantly more than \$469,800 and the amount of traffic impact fee credit will be limited to this amount. If the developer chooses to execute the parkland dedication option, the maximum park impact fee credit eligibility is limited to \$126,144 or the agreed value of the property and its preparation, whichever is less. Pursuant to RCW 82.02.060 (4), the City's impact fee ordinance (POMC 20.182) provides credit for the value of any dedication of land for, improvement to, or new construction of any system improvement provided by the developer, to facilities that are identified in the capacity facilities plan and are required by the city as a condition of approving the development activity.

Relationship to Comprehensive Plan: The Development Agreement includes a portion of the Sidney Road SW transportation project identified as Project 2026-2039 Tier 2 2.05 in the City's adopted Transportation Improvement Program (TIP), which is incorporated into the Comprehensive Plan by reference.

Recommendation: Staff recommends that the City Council hold a public hearing on the Sidney Road Apartments development agreement for transportation and park impact fee credits.

Fiscal Impact: The proposed agreement will result in the developer constructing a portion of a project listed on the City's Transportation Improvement Program saving the city money and staff resources. The dedication of the transportation facilities will result in the ongoing maintenance of public infrastructure.

The proposed agreement may also result in additional parkland design and construction saving the city money and staff resources in development of the amenity. The dedication of park facilities will result in the ongoing maintenance of public infrastructure.

Alternatives: Do not approve the Development Agreement; request changes to the Development Agreement.

Attachments: Ordinance; 2021 Development Agreement; Exhibits to 2021 Development Agreement.

ORDINANCE NO. 034-21

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH SIDNEY ROAD APARTMENTS, L.L.C.; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to RCW 36.70B.170, the City Council has the authority to review and enter into development agreements that govern the development and use of real property within the City; and

WHEREAS, the City Council has adopted standards and procedures governing the City's use of development agreements, codified at Chapter 20.26 of the Port Orchard Municipal Code (POMC); and

WHEREAS, the City and Sidney Road Apartments, L.L.C. have prepared a Development Agreement to address the design, construction, and funding of certain transportation improvements within and near the Sidney Road Apartments development in the vicinity 4977 Sidney Road SW, as provided in "Exhibit A" of this Ordinance; and

WHEREAS, Sidney Road Apartments, L.L.C. also has adjacent land that it may want to transfer, and the City may want to acquire, for the purposes of parks property; and

WHEREAS, both the construction of the transportation improvement and the transfer of the parks property will result in Sidney Road Apartments, L.L.C. being entitled to credits towards transportation or parks impact fees; and

WHEREAS, on November 9, 2020, the City's SEPA official issued a determination of non-significance for the proposed development agreement and there have been no appeals; and

WHEREAS, on July 13, 2021, the City Council held a public hearing on the proposed development agreement, and (comments received/not received, etc); and

WHEREAS, the City Council, after careful consideration of the development agreement and all public comments and testimony, finds that the development agreement is consistent with the City's Comprehensive Plan and development regulations, the Growth Management Act, Chapter 36.70A RCW, and that the amendments herein 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. The City Council adopts all of the “Whereas” sections of this ordinance and all “Whereas” sections of the Development Agreement as findings in support of this ordinance.

SECTION 2. The City Council approves of and authorizes the Mayor to execute a development agreement with Sidney Road Apartments, L.L.C., as provided in “Exhibit A” of this Ordinance.

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

SECTION 4. 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 5. Effective Date. This Ordinance shall be published in the official newspaper of the city and shall take full force and effect five (5) days after posting and publication as required by law. A summary of this Ordinance may be published in lieu of publishing the entire Ordinance, as authorized by state law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 13th day of July 2021.

Robert Putansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

Charlotte A. Archer, City Attorney

Bek Ashby, Councilmember

PUBLISHED:

EFFECTIVE DATE:

EXHIBIT A: SIDNEY ROAD APARTMENTS, L.L.C., DEVELOPMENT AGREEMENT

**[PROPOSED] DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF PORT ORCHARD AND SIDNEY ROAD
APARTMENTS L.L.C. FOR THE DEVELOPMENT AND FUNDING OF CERTAIN
TRANSPORTATION AND PARK IMPROVEMENTS**

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the City of Port Orchard, a non-charter, optional code Washington municipal corporation, hereinafter the “City,” and Sidney Road Apartments L.L.C. a limited liability company organized under the laws of the State of Washington, hereinafter the “Developer” or “Sidney Road” (together the “Parties”).

The Parties hereby agree as follows:

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern, and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, Port Orchard adopted Chapter 20.26 of the Port Orchard Municipal Code (“POMC” or “Code”) which establishes the standards and procedures for Development Agreements in Port Orchard; and

WHEREAS, Chapter 20.26 POMC is consistent with State law; and

WHEREAS, the Developer has applied for a Development Agreement under Chapter 20.26 POMC on June 7, 2021 and such Agreement has been processed consistently with the POMC and State law; and

WHEREAS, this Development Agreement by and between the City of Port Orchard and the Developer (hereinafter the “Development Agreement” or “Agreement”), relates primarily to the development of property owned by Developer at 4977 Sidney Road SW (Kitsap County Tax Parcel #112301-2-053-2007) (hereinafter, the “Sidney Road Property”); and

WHEREAS, the Developer proposes to develop the Sidney Road Property with a multi-

family development consisting of approximately 216 units of housing, residential amenity facility, parking for 356 vehicles, landscaping, and associated site improvements (collectively, the “Development Project” or City Permit No. PW 20-064); and

WHEREAS, the City is undertaking review of the Development Project pursuant to the POMC and has undertaken State Environmental Policy Act (“SEPA”) review for the Development Proposal with the issuance of a Determination of Non-significance issued on December 23, 2020 (“DNS”). The DNS for the Development Project was not timely appealed; and

WHEREAS, associated the Development Project, the Developer proposes to construct at its expense, transportation improvements defined as 2026-2039 Tier 2 Transportation Improvement Project #2.05 “Sidney Road Widening” on Sidney Road SW as defined herein as the “Transportation Improvement Project” and as shown in ROW Permit No. ROW21-028, which are eligible for a transportation impact fee credit pursuant to RCW 82.02.060(4) and POMC 20.182.080; and

WHEREAS, the Transportation Improvement Project is necessary and is required to serve the Development; and

WHEREAS, the Transportation Improvement Project also provides a benefit to the general public; and

WHEREAS, associated with the Development Project, the Developer owns property adjacent to the Sidney Road Property at 5071 Sidney Road SW (Kitsap County Tax Parcel # 112301-2-009-2002) (hereinafter, the “Planned Park Property”). Developer is exploring the option to dedicate the Planned Park Property to the City as a public park, which the Parties acknowledge would be eligible for park impact fee credit pursuant to RCW 82.02.060(4) and POMC 20.182.080; and

WHEREAS, this Agreement governs the development of the Transportation Improvement Project and the respective transportation impact credits that will result from the Developer undertaking this Transportation Improvement Project; and

WHEREAS, this Agreement also governs the possible conveyance of the Planned Park Property, and the park impact fee credit that could result from Developer’s conveyance of the Planned Park Property; and

WHEREAS, except with regard to this Transportation Improvement Project, Planned Park Property, and the respective applicable impact fee credits, this Agreement does not establish or modify the standards or conditions for the underlying development which is being undertaken in accordance with applicable code and regulations; and

WHEREAS, in consideration of the benefits conferred by this new Agreement, which reflect the current plans of both the City and the Developer and include a transportation impact fee credit calculation and method for determining any parks impact fee credits, the parties deem it in

their best interests to enter into this Agreement; and

WHEREAS, the City Council held a public hearing on July 13, 2021 regarding this Agreement; and

WHEREAS, after a public hearing, by Ordinance No. 034-21, the City Council authorized the Mayor to sign this Agreement with the Developer.

AGREEMENT

Section 1. The Sidney Road Property. The Sidney Road Property comprises 4977 Sidney Road SW (Kitsap County Tax Parcel #112301-2-053-2007). The Sidney Road Property is described on **Exhibit A** which is attached hereto and incorporated herein by this reference as if set forth in full. A map of the Sidney Road Property is shown **Exhibit B** on which is attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. The Planned Park Property. The Planned Park Property compromises 5071 Sidney Road SW (Kitsap County Tax Parcel # 112301-2-009-2002). The Planned Park Property is described on **Exhibit A** which is attached hereto and incorporated herein by this reference as if set forth in full. A map of the Planned Park Property is shown on **Exhibit B** which is attached hereto and incorporated herein by this reference as if set forth in full.

Section 3. Transportation Improvement Project and Planned Park Property. Pursuant to this Agreement, Developer shall be responsible for the construction of the Transportation Improvement Project as defined herein and may, if the Parties agree, improve and transfer the Planned Park Property as defined herein.

a) **Transportation Improvement Project.** Developer shall construct a portion the Sidney Road SW Project 2026-2039 Tier 2 2.05 (defined herein as the Transportation Improvement Project) as shown in **Exhibit C**. The Transportation Improvement Project shall serve the Sidney Road Property, amongst other properties within the vicinity, and shall provide connectivity and capacity for the City. The Transportation Improvement Project shall be eligible for transportation impact fee credits as provided in Section 11 of this Agreement.

b) **Transportation Impact Fee Credit Applicability.** The Transportation Improvement Project will serve the Sidney Road Property and the impact fee credits authorized by this Agreement are only applicable to pending building permit applications 21-044, 21-045, 21-046, 21-047, 21-048, 21-049, 21-050, 21-051, 21-052, 21-053, and 21-054 for the properties identified on **Exhibit B**.

c) **Planned Park Property.** Developer may transfer the Planned Park Property to the City in exchange for a parks impact fee credit for the fair market value of the Planned Park Property plus the Developer's actual costs to make the Planned Park Property ready for transfer. The fair market value of the Planned Park Property shall be calculated as provided in Section 13. Making the Planned Park Property ready for transfer shall be defined as: (a) planting the Planned Park

Property with native vegetation in accordance with an approved planting plan; and (b) providing temporary irrigation to the new vegetation for two growing seasons, regardless of when the transfer takes place.

Section 4. Definitions. As used in this Agreement, the following terms, phrases, and words shall have the meanings and be interpreted as set forth in this Section.

a) “Adopting Ordinance” means the Ordinance which approves this Agreement, as required by RCW 36.70B.200 and Chapter 20.26 POMC.

b) “Commence construction” as to the Transportation Improvement Project means that the City has issued all required permit(s) and the Developer has deployed construction equipment and personnel to the site of the Transportation Improvement Project.

c) “Completion” as to the Transportation Improvement Project means compliance with the tasks described in Section 10.

d) “Council” or “City Council” means the duly elected legislative body governing the City of Port Orchard.

e) “Development Project” means the development of the Sidney Road Property with approximately 216 units of housing, residential amenity facility, parking for 356 vehicles, landscaping, and associated site improvements as shown in **Exhibit B** and approved by the City under Permit PW20-064 and associated with Building Permits No. 21-044, 21-045, 21-046, 21-047, 21-048, 21-049, 21-050, 21-051, 21-052, 21-053, and 21-054

f) “Director” means the City’s Public Works Director.

g) “Effective Date” means the effective date of the Adopting Ordinance.

h) “Maximum credit” means the maximum amount that is eligible for Transportation Improvement Project or the Planned Park Property transfer to this Agreement for which transportation impact fee credits or park impact fee credits (as applicable) will be provided by the City to the Developer.

i) “Transportation Improvement Project” or “Project” means the Transportation Improvement Project described above which serves both the Sidney Road Property and the greater community, as specified in Section 3, as provided for in all associated permits/approvals, whether now in place or to be issued in the future, and as described in all incorporated exhibits.

Section 5. Exhibits. Exhibits to this Agreement are as follows:

a) **Exhibit A** – Legal Description of the Sidney Road Property and Planned Park Property.

b) **Exhibit B** – Map of the Sidney Road Property and Planned Park Property with the Development Project and with permits listed in Section 3 identified.

c) **Exhibit C** – Transportation Improvement Project, including components.

Section 6. Parties to Development Agreement. The parties to this Agreement are:

a) The “City” is the City of Port Orchard, whose office is located at 216 Prospect Street, Port Orchard, WA 98366.

b) The “Developer” or “Sidney Road Apartments L.L.C.” is a private enterprise which owns the Sidney Road Property in fee, and whose principal office is located at 1302 Puyallup Street, Suite A, Sumner, WA 980390.

Section 7. Improvement Project is a Private Undertaking. It is agreed among the parties that the Transportation Improvement Project and Planned Park Property transfer, if conveyed pursuant to this Agreement, are private improvements for which credits are required pursuant to RCW 82.02.060(4) and that the City has no interest in the improvements until such time as the Transportation Improvement Project and/or transfer of the Planned Park Property is completed and dedicated to the City as provided in this Agreement.

Section 8. Term of Agreement. This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall continue in force for a period of five (5) years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect except for such sections which are specifically intended to survive expiration or termination.

Section 9. Project Schedule. Subject to the City’s issuance of all necessary permits and approvals, the Developer will commence construction of the Transportation Improvement Project and deliver the Park Property on the following schedule:

a) Transportation Improvement Project.

1. The Transportation Improvement Project requires two permits: (a) Land Disturbing Activity Permit (“LDAP”); and (b) Right of Way Permit (“ROW Permit”) (collectively, the “Transportation Improvement Permits”). Developer has submitted the Permit applications for the Project (LDAP No. PW 20-064 and ROW Permit No. 21-030). Developer’s construction of the Transportation Improvement Project is associated with the issuance of certain building permits associated with the Development Project, specifically City Permit Nos. 21-044, 21-045, 21-046, 21-047, 21-048, 21-049, 21-050, 21-051, 21-052, 21-053, and 21-054 (“Building Permits”). Developer has also submitted a ROW Permit application for associated work on SW Hovde Road (ROW Permit No. 21-030 and “Hovde Road ROW Permit”).

2. The City has already issued the approved LDAP and has issued its first round of corrections on ROW Permit No. 21-030. The City shall review and make final determinations on the Transportation Improvement Permits, the Building Permits, and the Hovde Road ROW Permit within forty-five (45) days of the effective date of this Agreement. Any days that the City is waiting for the Developer to submit corrections to the application shall be tolled. In the event that the City requires additional time beyond this window to review the Transportation Improvement Permits and Hovde Road ROW Permit, or requests additional corrections from Developer, the timeline for Developer's obligation to construct the Transportation Improvement Project is tolled until the date that the City makes its final determination on the Transportation Improvement Permits.

3. Upon issuance of the Transportation Improvement Permits, the Developer shall commence construction of the Transportation Improvement Project within 120 days and proceed in a timely and workmanlike fashion through completion, provided however, the Developer shall be solely responsible for the means and methods for construction sequencing and phasing.

4. Developer shall complete the Transportation Improvement Project no later than the date of the issuance of a Certificate of Occupancy for the last residential structure contained within the Development Project, or 60 calendar days prior to the Termination of this Agreement, whichever date occurs first.

b) Parks Property Transfer.

1. If Developer decides it desires to transfer the Planned Parks Property to the City pursuant to this Agreement (the "Parks Property Transfer"), then it shall confirm the City's interest in receiving the Planned Parks Property. If the City is interested, then the Parties will determine the Planned Parks Property value by using the fair market value of the Planned Parks Property as follows:

The Developer will hire a certified property appraiser, pay for the appraisal, and provide a copy of that appraisal report to the City. The date for valuation purposes, including but not limited to sales comparisons used for the valuation, shall be June 1, 2021. The City shall use its best efforts to review the appraisal report and provide a response to Developer on the valuation within 30 days of receipt. If both the City and the Developer agree that the appraisal is fair and reasonable, then the appraised value will be accepted as the Planned Parks Property value for park impact fee purposes; provided, however, Developer shall also be eligible for credits for the construction and development-related costs incurred by Developer pursuant to Section 11. If the City disagrees with the appraisal, then the City may hire its own appraiser to perform a second appraisal at the Developer's expense. The date for valuation purposes shall be the same as used in the Developer's appraisal. The City shall use its best efforts to obtain an appraisal report within 60 days of notice to the Developer of its disagreement with Developer's appraisal. If that second City-

initiated appraisal is within ten (10) percent of the value established by the first Developer-initiated appraiser, then the Parties will take the mid-point between the two appraisals and use that as the fair market value. If the appraisals are more than 10 percent apart, the Parties have the options of: (a) agreeing to a value, establishing another method to set the fair market value of the property, or (b) either party may decide not to move forward with the Parks Property Transfer. If one Party decides not to move forward with the Parks Property Transfer, the Party shall provide written notice of such decision and the Planned Parks Property would not be transferred and there would be no park impact fee credits given for the proposed transfer. If this occurs, then the Parks Performance Bond (as defined in Section 13) shall be released and the full park impact fees as required by Section 13 will be due from the Developer for any outstanding building permits related to the Development Project and the Park. For any building permits that have already issued prior to the Party's or Parties' decision to not move forward with the Parks Property Transfer as provided in Section 13, the impact fees will be due and payable immediately and must be paid no later than thirty (30) from the date of the written notice not to move forward. In such case, no certificates of occupancy will issue until full payment of outstanding impact fees is received.

2. Prior to transferring the Planned Parks Property to the City, the Developer will make the Planned Parks Property ready for transfer as follows: 1. The Developer shall provide a native planting plan to the City for approval. Such landscaping shall be Type B landscaping in accordance with POMC 20.128.060. 2. Once the City has approved the plan, the Developer will install the planting onto the Planned Parks Property per the approved plan. 3. The Developer will provide temporary irrigation to the new vegetation for two growing seasons to ensure that the plantings become well-established. Providing the irrigation for two growing seasons is an obligation that will extend beyond the transfer date of the Planned Parks Property if the two growing seasons have not elapsed at the time of such transfer.

Section 10. Transportation Improvement Project standards.

- a) General. Developer will design and construct the Transportation Improvement Project to comply with City standards, including obtaining all necessary permits, not to be unreasonably withheld or conditioned by the City. The City will approve the plans before construction begins; and the City will accept responsibility for the operation of the Transportation Improvement Project once it is completed, the Transportation Improvement Project has been accepted, and a two-year warranty and maintenance bond is in place. A Project will be deemed completed when all of the following occurs: 1. The City deems it substantially complete; 2. All punch list items are finished; 3. The City releases the performance bond; 4. The Developer has put a 2-year warranty and maintenance bond in place; 5. The Developer has completed all necessary property dedications; 6. The City has accepted the dedications, such approval not to be unreasonably withheld or conditioned; and 7. The Developer has provided the City with a Bill of Sale for the improvements

containing the certified construction costs (stamped by licensed engineer) to the City for determination of the maximum credits available under this Agreement. The City will confirm completeness of the Transportation Improvement Project by issuing a Final Notice of Completeness to the Developer.

- b) Transportation Improvement Project. The Transportation Improvement Project will include design, permitting, and construction, at Developer's sole expense of 2026-2039 Tier 2 TIP Project 2.05. The Transportation Improvement Project shall meet the City standards for public rights of ways and shall provide the amenities that are described in TIP Project 2.05 with such conditions as the City deems applicable and appropriate in LDAP/SDAP Permit No. PW20-064; provided, however, the City shall not add conditions to the Transportation Improvement Project that are inconsistent with **Exhibit C**.

The Transportation Improvement Project construction work shall be secured by a Performance Bond at 150% of the estimated construction costs. The Performance Bond shall be in place prior to Developer commencing work on the Transportation Project. Prior to City acceptance, the construction of the Transportation Improvement Project shall be inspected by the City, approval of which shall not be unreasonably withheld. In addition to the requirements in Section 10(a) above, the City's final approval of the Transportation Project shall be conditioned upon receipt from Developer a two (2) year Maintenance Bond at 20% of the construction costs, which shall be effective upon the City's release of the Performance Bond. Upon acceptance of the Bill of Sale, the City shall release the Performance Bond and shall accept full responsibility for the Transportation Improvement Project, except for those maintenance obligations of Developer secured by the two-year Maintenance Bond. Upon City's acceptance of the Transportation Improvement Project, Developer shall not be responsible for any further costs, maintenance or liability for the Transportation Improvement Project. This provision survives the Termination of this Agreement.

Section 11. Transportation Improvement Projects and Planned Parks Property costs and credits.

- a) Transportation Improvement Project. The maximum amount of the Transportation Impact Fee credit for the Transportation Improvement Project to be built by Developer under this Agreement shall be limited to the total Transportation Impact Fees due on the Project (currently calculated as \$469,800), or the actual costs incurred by the Developer, whichever is less ("Maximum Transportation Project Credit"). The credits provided under Section 12 below are limited to this Maximum Transportation Project Credit. Once the Maximum Transportation Project Credit has been achieved through credits applied to Developer for the Development Project, Developer would be required to comply with the impact fee provisions of the Code for any further development of the Sidney Road Property that requires payment of transportation impact fees, including payment of any transportation impact fees incurred over and above the Maximum Transportation Project Credit.

- b) Parks Property Transfer. The maximum amount of the Parks Impact Fee credits for the Parks Property Transfer shall be limited to the total Parks Impact Fees imposed (currently estimated to be \$126,144) or agreed value of the Planned Parks Property plus the actual construction and development-related costs incurred by the Developer to make the land ready for transfer, including but not limited to the cost of the designing and constructing the planting plan of native vegetation and the temporary irrigation for two growing seasons, whichever is less (“Maximum Park Impact Fee Credit”). Once the Maximum Park Impact Fee Credit has been achieved through credits to Developer for the Development Project, Developer would be required to comply with the impact fee provisions of the Code for any further development of the Sidney Road Property that requires payment of parks impact fees, including payment of any parks impact fees incurred over and above the Maximum Park Impact Fee Credit.

Section 12. Transportation Impact Fee Credits. The City hereby grants the Developer a credit against transportation impact fees for its costs to design and construct the Transportation Improvement Project. The credits will be calculated and applied as follows:

- a) The total estimated transportation impact fee required at the time of building permit issuance for the Development Project is currently \$469,800. Developer shall pay the transportation impact fees required at the time of building permit issuance, provided however, that if the Developer obtains permits and puts the Transportation Performance Bond in place no later than February 28, 2022, then the impact fees will be calculated based on the rates in effect on June 1, 2021 regardless if the rates have subsequently been adjusted. The estimated impact fees in this Agreement are an estimate only and the Developer understands that the amount of impact fees required may change if Developer changes the scope of the Development Project. If the permits are not issued and the Transportation Performance Bond put in place by February 28, 2022, then the impact fees will be adjusted in accordance with the City’s adopted codes and ordinances in effect at the time of permit issuance.

Prior to the issuance of the first building permit for the Development Project, Developer shall provide a Performance Bond, in a form acceptable to the City, for 150% of the Engineer’s Estimate for the Transportation Improvement Project, or the then applicable Transportation Impact Fees due on the project (currently \$469,800), whichever amount is greater (“Transportation Performance Bond”). The City will defer the final calculation, assessment, and collection of the transportation impact fees for the Development Project until the completion of the Transportation Improvement Project. The parties anticipate that the Maximum Transportation Fee Credit will cover all or most of the transportation impact fee required for the Development Project. The City shall issue any Certificate of Occupancy requested by the Developer in due course as required by the Code and this Agreement provided the Transportation Performance Bond remains in effect at time of a request for a Certificate of Occupancy. Upon completion of the construction of the Transportation Improvement Project, Developer shall submit certified Transportation Improvement Project costs to the City for review and

acceptance by the City Engineer as provided in the Code. Once these costs and executed Bill of Sale are reviewed and accepted by the City Engineer, not to be unreasonably withheld, conditioned, or delayed, the maximum credit due to Developer will be established and will equal the Maximum Transportation Project Credit as so certified in accordance with this subsection and Section 11. In the event that the Maximum Transportation Project Credit satisfies the transportation impact fees for the Development Project, the City shall release the Transportation Performance Bond. If any remaining transportation impact fees are required after crediting the Maximum Transportation Project Credit against the Development Project, the Developer shall pay those fees prior to the issuance of any outstanding Certificate(s) of Occupancy. The City shall use best available efforts to review and certify the transportation impact fees and issue any corresponding Certificates of Occupancy within 14 days of receipt. In the event Developer defaults on any requirement under this subsection, the City's remedies include pulling the Transportation Performance Bond and holding any outstanding Certificates of Occupancy until such time the Transportation Project is completed, and any outstanding impact fees are paid in full or credited.

- b) The City agrees that these credits are consistent with RCW 82.02.060(4) and that they are consistent with POMC 20.182.080.

Section 13. Park Impact Fee Credit. The Development Project is subject to the City's parks impact fee pursuant to POMC 20.182.080. The estimated park impact fee for the Development Project at the time of this Agreement is \$126,144. Developer shall pay the park impact fees required at the time of building permit issuance, provided however, that if the Developer obtains permits and puts the Parks Performance Bond (as defined herein) in place no later than October 1, 2021, then the impact fees will be calculated based on the rates in effect on June 1, 2021 regardless if the rates have subsequently been adjusted. The estimated park impact fees in this Agreement are an estimate only and the Developer understands that the amount of impact fees required may change if Developer changes the scope of the Development Project. If the permits are not issued and/or the Parks Performance Bond put in place by October 1, 2021, then the impact fees will be adjusted in accordance with the City's adopted codes and ordinances in effect at the time of permit issuance. Until such time as the Parks Performance Bond is in place, the Developer will pay park impact fees into an escrow account to be held until the Parks Performance Bond is in place. If the Parks Performance Bond is not in place within 180 days of the date of this Agreement, then Developer shall pay parks impact fees to the City prior to issuance of each subsequent building permit. During these 180 days, provided that the City receives notice of receipt of these funds into escrow, the City will treat these funds as having been tendered to the City for purposes of permit issuances. After the Parks Performance Bond is in place, the funds in the escrow account, including interest thereon, will be returned to Developer. If the Developer does not put the Parks Bond in place within 180 days, then these funds will be disbursed to the City with the interest thereon.

Developer owns the Planned Park Property adjacent to the Sidney Road Property. Developer may elect to satisfy all or a portion of the parks impact fee requirement for the Development Project

through conveyance of the Planned Park Property as described in this Agreement through a statutory warranty deed (free of all encumbrances and easements unacceptable to the City). The City acknowledges that the value of the conveyance of the Planned Park Property as calculated in Section 9(b) shall constitute satisfaction of the portion of the park impact fees for the Development Project up to the Maximum Park Fee Credit provided (land value plus the actual cost of the work to make the land ready for transfer) as described in this Agreement. The credits shall be calculated and applied as follows:

- a) Developer shall provide a letter of intent to dedicate the Planned Park Property and a Performance Bond for the then applicable Parks Impact Fees due on the project (currently \$126,144) (“Parks Performance Bond”), in a form acceptable to the City. The City shall issue any Certificate of Occupancy requested by the Developer provided the Parks Performance Bond remains in effect at time of the request for a Certificate of Occupancy. Prior to the completion of the Parks Property Transfer, the Developer shall provide confirmation of the Maximum Parks Fee Credit. The City shall review and certify the same pursuant to Section 9(b). In the event Developer defaults on any requirement under this subsection, the City’s remedies include pulling the Parks Performance Bond and holding any outstanding Certificates of Occupancy until such time as any outstanding impact fees are paid in full or credited.

Section 14. [RESERVED]

Section 15. Dedication of Public Lands. The Developer shall dedicate the land that it owns that is needed to construct the Transportation Improvement Project as defined in **Exhibit C**; provided, however, Developer shall be able to include the fair market value of such dedications into the respective credit calculation as provided in this Agreement up to the maximum credit amount. Any dedications needed to construct the Transportation Improvement Project shall be completed prior to the City’s acceptance of the Transportation Improvement Project and Parks Property Transfer. Provided, however, that such dedications needed to construct the Transportation Improvement Project shall occur prior to the issuance of the certificate of occupancy of the fourth building developed on the Project. Furthermore, the Certificate of Occupancy for the fourth (or subsequent) building(s) will not issue until the dedications needed to construct the Transportation Improvement Project are complete. At the time of this Agreement, three building permits are ready to issue for the first three buildings in the Project, i.e., the Club House, Building A and Building B. These three buildings (or whichever buildings are the first three completed) may be issued certificates of occupancy prior to dedications needed to construct the Transportation Improvement Project being completed.

Section 16. Water Capital Facility Charge. The Development Project is subject to the City’s water capital facility charge (“Water CFC”) fee pursuant to POMC 13.04.030. Developer shall pay the Water CFC fees for the Development Project at the rate set as of May 1, 2021 provided that Developer pays any Water CFC fees associated by the Development Project by August 31, 2021 (“Water CFC Payment”). If the Developer makes the Water CFC Payment prior to August 31, 2021, the City shall credit the Water CFC Payment on a per-permit basis for the Building

Permits associated with the Development Project once ready for issuance, which may occur subsequent to August 31, 2021.

Section 17. Default.

a) Subject to extensions of time by mutual consent in writing, failure, or delay by either Party to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the Party alleging such default or breach shall give the other Party not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the Party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

b) After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other Party to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the POMC for violations of this Agreement and the Code.

Section 18. Termination. This Agreement shall terminate five (5) years after effective date. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the Parties that the Agreement has been terminated.

Section 19. Extension and Modification. Any request for extension or modification, if allowed under the City's code, shall be subject to the provisions contained in POMC Chapter 20.26 POMC.

Section 20. Effect upon Termination on Developer. Termination of this Agreement as to the Developer shall not affect any of the Developer's respective obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or other land use entitlements approved with respect to the Property, or obligations to pay assessments, liens, fees, or taxes. Furthermore, if the Agreement expires without the Improvement Project or Parks Property Transfer costs being fully recovered by impact fee credit or mitigation funds, the Developer will no longer be eligible to receive such credits.

Section 21. Effects upon Termination on City. Upon any termination of this Agreement as to the Sidney Road Property, or any portion thereof, the City will be under no obligation to provide any additional credits or reimbursement to Developer even if the Transportation Improvement Project or Parks Property Transfer costs have not been fully recovered at the time of expiration or termination.

Section 22. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all rights, title, and interests therein to any person, firm, or corporation at any time during the term of this Agreement with a sale of the underlying property. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or

a portion of the Property, at least 30 calendar days in advance of such action; provided; however, failure to strictly comply with the 30 calendar day notice provision shall not be considered a breach of this Agreement.

Section 23. Binding on Successors; Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties. The Developer and every purchaser, assignee or transferee of an interest in the Sidney Road Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a Party thereto, but only with respect to the Sidney Road Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Sidney Road Property sold, assigned, or transferred to it.

Section 24. Amendment to Agreement; Effect of Agreement on Future Actions. No waiver, alteration, or modification to any of the provisions of this Agreement shall be binding unless in writing, signed by the duly authorized representatives of the Parties, be consistent with Chapter 20.26 POMC, and, where considered substantive as determined by the Director, follow the same procedures set forth in Chapter 20.26 POMC. However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations, or to impacts fees that affect the Sidney Road Property in the same manner as other properties, after the Effective Date of this Agreement.

Section 25. General release. Developer may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee, or transferee expressly assumes the obligations under this Agreement as provided herein, including the obligation to construct the Transportation Improvement Project.

Section 26. Notices. Notices, demands, correspondence to the City and/or Developer (as applicable) shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in “Written Notice” Section 38 below. Notice to the City shall be to the attention of both the City Clerk and the City Attorney. Notices to successors-in-interest of the Developer shall be required to be given by the City only for those successors-in-interest who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 27. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees, attorneys’ fees, and reasonable staff and consultant costs not otherwise included within application fees; provided however, the City shall provide written notice to Developer if the expenses to the City are anticipated to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00) and the parties shall meet and confer regarding the City’s anticipated costs as provided in Section 28(a). Upon payment of all expenses, the Developer may request written

acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

Section 28. Applicable Law, Resolution of Disputes, and Attorneys' Fees. It is the Parties' intent to work cooperatively and to resolve disputes in an efficient and cost-effective manner. All disputes arising out of or relating to this Agreement shall be resolved as follows:

a) **Settlement Meeting.** If any dispute arises between the parties relating to this Agreement, then the parties shall meet and seek to resolve the dispute, in good faith, within ten (10) working days after a Party's request for such a meeting. The City shall send the Mayor, Community Development Director, Public Works Director, and/or the Mayor's designee and any persons with information relating to the dispute, and Owner shall send an owner's representative and any consultant or other person with technical information or expertise related to the dispute.

b) **Court.** If the parties cannot resolve the matter in a settlement meeting, then jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington, or the U.S. District Court for Western Washington, as applicable. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing Party in any action brought to enforce this Agreement shall pay the other Parties' expenses and reasonable attorney's fees.

Section 29. No Third-Party Beneficiaries. Except as otherwise provided herein, this Agreement shall not create any rights enforceable by any party who is not a Party to this Agreement.

Section 30. City's right to breach. The parties agree that the City may, without incurring any liability, engage in action that would otherwise be a breach if the City makes a determination on the record that the action is necessary to avoid a serious threat to public health and safety, or if the action is required by federal or state law.

Section 31. Developer's Compliance. The City's duties under the agreement are expressly conditioned upon the Developer's substantial compliance with each and every term, condition, provision, and/or covenant in this Agreement, including all applicable federal, state, and local laws and regulations and the Developer's obligations as identified in any approval or project permit for the property identified in this Agreement.

Section 32. Limitation on City's Liability for Breach. Any breach of this Agreement by the City shall give right only to damages under state contract law and shall not give rise to any liability under Chapter 64.40 RCW, the Fifth and Fourteenth Amendments to the U.S. Constitution, or similar state constitutional provisions.

Section 33. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a Party to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer. In such event, Developer shall hold the City harmless from and defend

the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation. The Developer shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 34. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof.

Section 35. Recording. This Agreement shall be recorded against the Property with the real property records of the Kitsap County Auditor. During the term of the Agreement, it is binding upon the owners of the property and any successors in interest to such property.

Section 36. Severability. This Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions in the Agreement remaining viable and in effect.

Section 37. Non-Waiver of Breach. The failure of a Party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred 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 and remain in full force and effect.

Section 38. Written Notice. All written communications regarding enforcement or alleged breach of this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of both emailing and mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

SIDNEY ROAD APARTMENTS L.L.C.:

Attn: Brianne Kelsey
601 Union Street, Suite 3500
Seattle, WA 98101
BKelsey@tarragon.com

McCullough Hill Leary, P.S.
Attn: Ian Morrison
701 5th Avenue, Suite 6600
Seattle, WA 98104
imorrison@mhseattle.com

CITY:

Mayor
City of Port Orchard
216 Prospect Street
Port Orchard WA 98366
rputaansuu@cityofportorchard.us

Copies shall also be transmitted to the City Clerk and City Attorney at the above address.

Section 39. Time is of the essence. All time limits set forth herein are of the essence. The Parties agree to perform all obligations under this Agreement with due diligence.

Section 40. Covenant of Good Faith and Cooperation. The Parties agree to take further actions and execute further documents, either jointly or within their respective power and authority, to implement the intent of this Agreement. Each Party covenants to use its best efforts and work cooperatively in order to secure the benefits and rights under this Agreement. The Parties shall not unreasonably withhold approvals or consents provided for in this Agreement. Each Party shall execute and deliver to the other all further documents as are reasonably necessary to carry out this Agreement, including the Improvement Projects and Development Project, as may be necessary to provide a Party with a full and complete enjoyment of its rights and privileges under this Agreement.

Section 41. Interpretation. This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement.

Section 42. Counterparts. The Agreement may be signed in two or more counterpart copies with the same effect as if the signature of each counterpart copy were on a single instrument. Each counterpart shall be deemed as an original as to the Party whose signature it bears, and all such counterparts shall constitute one document.

Section 43. Entire Agreement. The written provisions and terms of this Agreement, together with the Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and exhibits thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2021.

SIDNEY ROAD APARTMENTS L.L.C.

CITY OF PORT ORCHARD

**By: INVESTCO L.L.C.
Its: Manager**

By: _____
Martin D. Weiss
Its: President

By: _____
Rob Putaansuu
Its: Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Ian Morrison
Attorney for Sidney Road

Jennifer S. Robertson
Attorney for Port Orchard

ATTEST:

Brandy Rinearson
Port Orchard City Clerk

NOTARY BLOCK FOR PORT ORCHARD

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Mr. Rob Putaansuu is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of Port Orchard to be the free and voluntary act of such Party for the uses and purposes mentioned in the instrument.

Dated: _____ 20_____

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

My Commission expires: _____

NOTARY BLOCK FOR SIDNEY ROAD APARTMENTS L.L.C.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____ 20____

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

My Commission expires: _____

**EXHIBIT A
LEGAL DESCRIPTION**

SIDNEY ROAD APARTMENTS
TAX PARCEL NUMBER: 112301-2-053-2007

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 11, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON; EXCEPT THAT PORTION LYING NORTHERLY OR EASTERLY OF THE COUNTY ROAD TO PORT ORCHARD; AND EXCEPT THAT PORTION LYING EASTERLY OF A LINE PARALLEL TO AND 10 FEET WEST OF THE CENTERLINE OF THE PRESENT COURSE OF BLACKJACK CREEK; ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON UNDER AUDITOR'S FILE NO. 1153269; TOGETHER WITH THAT PORTION PER QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 201107260315, DESCRIBED AS FOLLOWS: THAT PORTION OF LOT C OF SHORT PLAT NO. PO-74, RECORDED UNDER AUDITOR'S FILE NO. 9212310158 (S-1066) LYING SOUTH OF THE ROAD KNOWN AS SW HOVDE COUNTY ROAD. ALSO THAT PORTION OF THE SOUTH TEN (10) ACRES OF THE NORTH FIFTEEN (15) ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., LYING SOUTH OF COUNTY ROAD NO. 146; EXCEPT THE SOUTH 190 FEET OF THE WEST 180 FEET; EXCEPT SIDNEY ROAD N.W.; EXCEPT THAT PORTION CONVEYED TO KITSAP COUNTY FOR SIDNEY ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9205220166. ALSO THE SOUTH 190 FEET OF THE WEST 180 FEET OF THE NORTH 5 ACRES OF THE SOUTH 10 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON; EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KITSAP COUNTY UNDER AUDITOR'S FILE NO. 9205220164 FOR SIDNEY ROAD S.W. ALSO THAT PORTION OF THE SOUTH 5 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE EASTERLY ALONG THE SOUTHERLY LINE THEREOF, 142 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTHERLY PARALLEL TO THE WESTERLY LINE OF SAID SUBDIVISION, 158 FEET; THENCE EASTERLY PARALLEL TO THE SOUTHERLY LINE OF SAID SUBDIVISION, 8 FEET; THENCE NORTH PARALLEL TO THE WESTERLY LINE

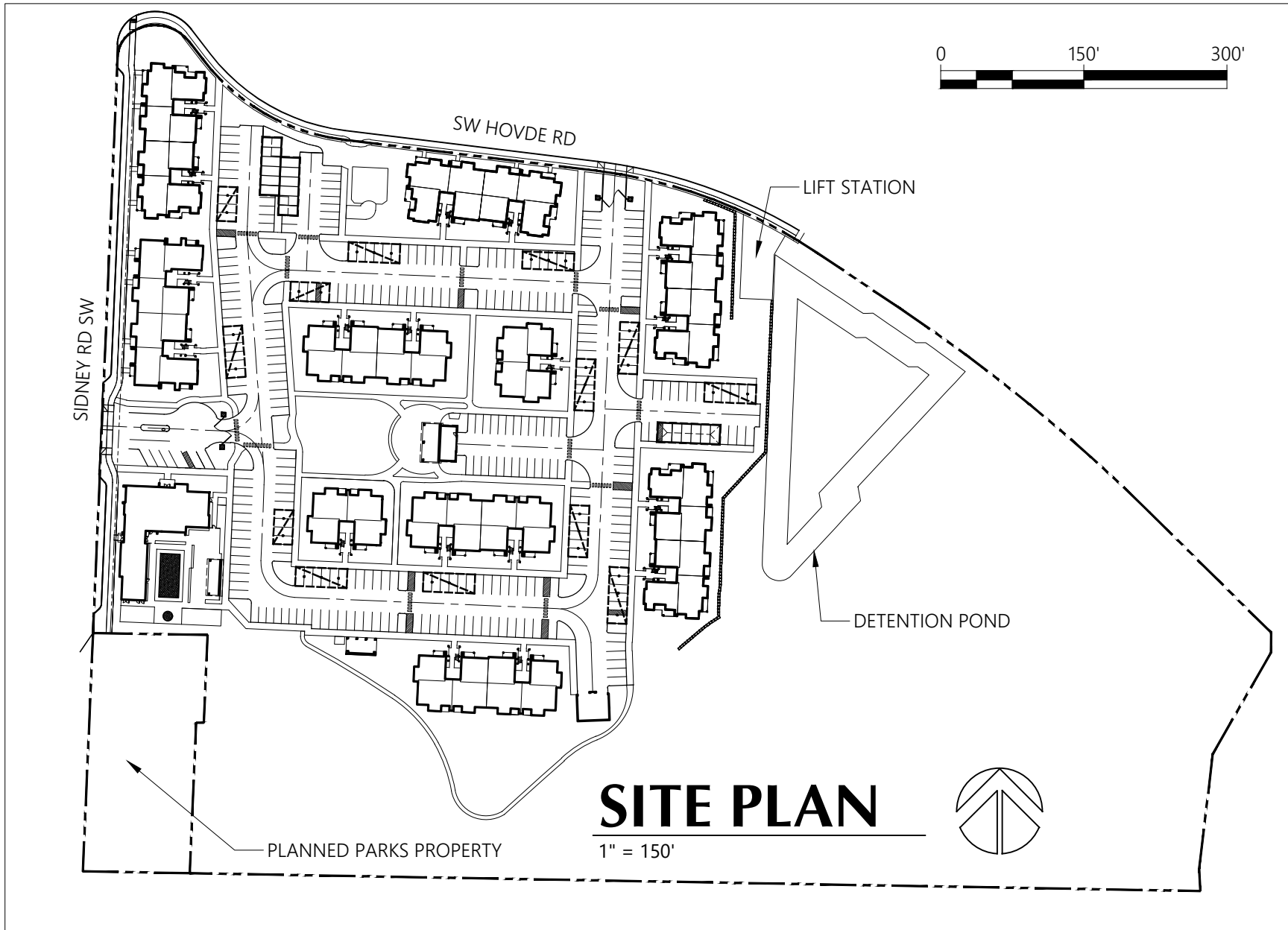
OF SAID SUBDIVISION, 92 FEET; THENCE WESTERLY PARALLEL TO THE SOUTHERLY LINE OF SAID SUBDIVISION, 150 FEET TO THE WESTERLY LINE THEREOF; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF SAID 5 ACRE TRACT; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO THE EASTERLY LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO THE SOUTHERLY LINE THEREOF; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE TRUE POINT OF BEGINNING; EXCEPT SIDNEY ROAD.

ALL LYING WITHIN THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON.

PLANNED PARK PROPERTY
TAX PARCEL NUMBER: 112301-2-009-2002

THAT PORTION OF THE SOUTH 5 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 11, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID SOUTH 5 ACRES, 142 FEET; THENCE NORTHERLY AND PARALLEL TO THE WESTERLY BOUNDARY LINE OF SAID SUBDIVISION, 158 FEET; THENCE EASTERLY AND PARALLEL TO THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION, 8 FEET; THENCE NORTHERLY AND PARALLEL TO THE WEST BOUNDARY LINE OF SAID SUBDIVISION, 92 FEET; THENCE WESTERLY AND PARALLEL TO THE SOUTHERLY BOUNDARY OF SAID SUBDIVISION, 150 FEET; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID SUBDIVISION, 250 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION CONVEYED TO KITSAP COUNTY AS DISCLOSED BY AUDITOR'S FILE NO. 9205080054.

EXHIBIT B



SITE PLAN

1" = 150'

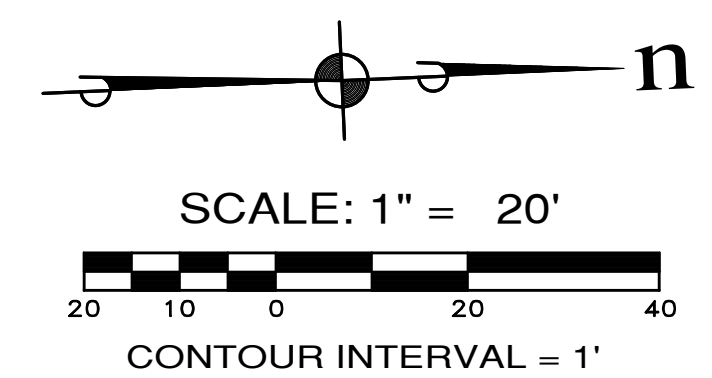


EXHIBIT C

Improvement Plan removed for County recording purposes; Plan is on file with the City of Port Orchard under Permit No. LU21-DEV AGREEMENT-01

A PORTION OF NW 1/4 OF SECTION 11, T. 23 N., R. 1 E., W.M.

RECEIVED
Permit Center
JUN 09, 2021
City of Port Orchard
Community Development

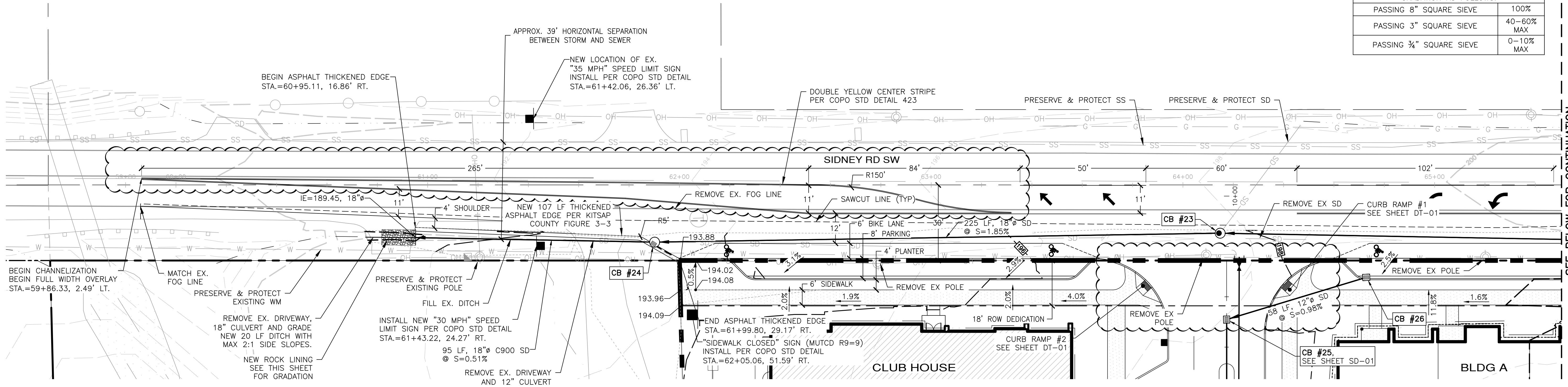


NOTE:
CONTRACTOR TO ROTATE ACCESS MANHOLE LIDS OUTSIDE OF WHEEL PATH AS NECESSARY.

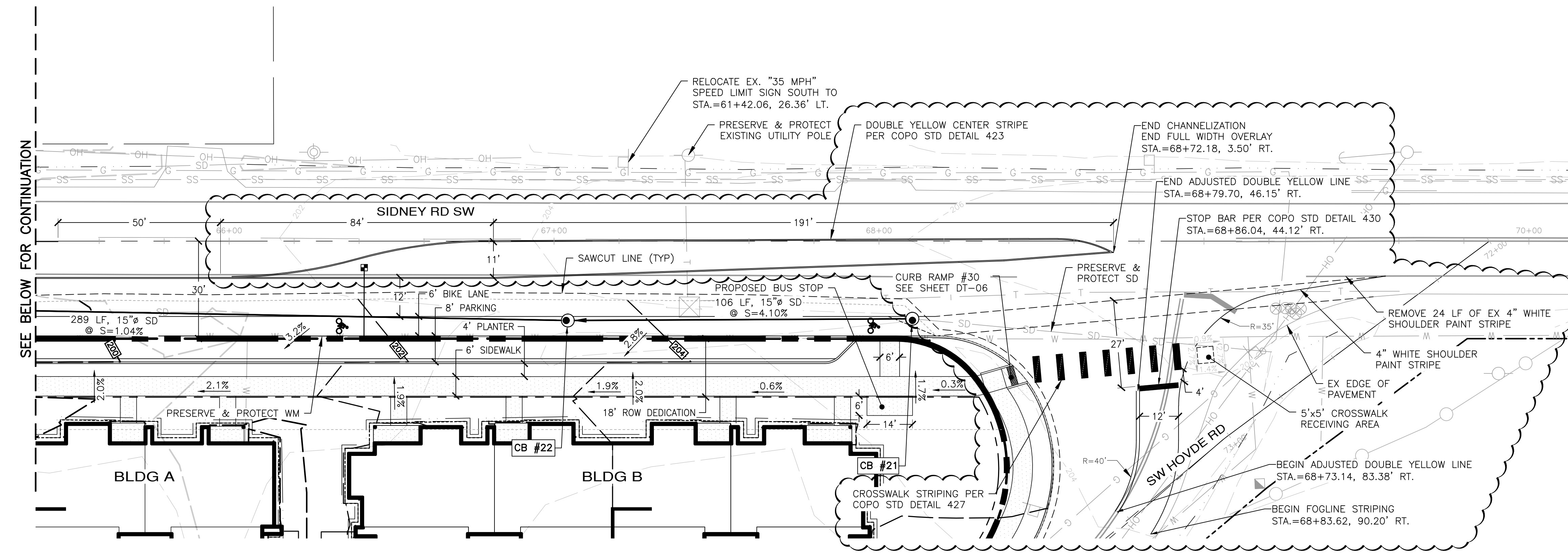
ROCK LINING SHALL BE QUARRY SPALLS WITH GRADATION AS FOLLOWS:	
PASSING 8" SQUARE SIEVE	100%
PASSING 3" SQUARE SIEVE	40-60% MAX
PASSING 3/4" SQUARE SIEVE	0-10% MAX

REVISIONS		
NO.	DESCRIPTION/DATE	BY
1	REVISIONS PER CITY COMMENTS	ESM
2	FIELD CHANGE #1 05/14/2021	ESM
3	FIELD CHANGE #2 06/09/2021	ESM

08/09/2021



SEE BELOW FOR CONTINUATION



SEE BELOW FOR CONTINUATION

STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
CB #21, TYPE 2-48" W/ SOLID LOCKING LID STA. 68+10.26, 23.89' RT	RIM = 205.19 INV IN = 201.69, 15" (S) INV OUT = 201.69, 15" (S)
CB #22, TYPE 2-48" W/ SOLID LOCKING LID STA. 67+04.22, 24.41' RT	RIM = 203.52 INV IN = 197.34, 15" (N) INV OUT = 197.34, 15" (S)
CB #23, TYPE 2-48" W/ SOLID LOCKING LID STA. 64+14.81, 19.17' RT	RIM = 197.59 INV IN = 194.34, 15" (N) INV OUT = 194.09, 18" (S)
CB #24, TYPE 2-48" W/ SOLID LOCKING LID STA. 61+90.14, 22.72' RT	RIM = 193.47 INV IN = 189.93, 18" (N) INV OUT = 189.93, 18" (S)
CB #26, TYPE 1 W/ THRU CURB INLET STA. 64+72.81, 36.71' RT	RIM = 198.42 INV OUT = 193.42, 12" (S)

This submittal has been reviewed by
The City of Port Orchard and is
 APPROVED
 NOT APPROVED due to

Name: [Signature] Date: 07/01/2021

ESM CONSULTING ENGINEERS LLC
33400 8th Ave S, Suite 205
Federal Way, WA 98003
www.esmcivil.com

Civil Engineering
Land Planning
Project Management
Landscape Architecture

TARRAGON LLC
SIDNEY ROAD APARTMENTS
FRONTAGE IMPROVEMENTS
WASHINGTON
CITY OF PORT ORCHARD

JOB NO.:	2155-001-20
DWG. NAME:	FR-01
DESIGNED BY:	LGB
DRAWN BY:	GFF
CHECKED BY:	
DATE:	06/09/2021
DATE OF PRINT:	

PW20-064
PW20-065

FR-01
32 OF 41 SHEETS

File: \\narr\ENGR\ESM-JOB\2155\001\020\plans\FR-01.dwg
Plotted: 6/9/2021 2:53 PM
Plotted By: Greg Enders



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 7A
Subject: Adoption of an Ordinance Approving the
Sidney Road Apartments Development
Agreement for Transportation and Park
Impact Fee Credits

Meeting Date: July 13, 2021
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: Development-Matter 11
Atty Review Date: July 6, 2021

Summary: See staff report for Public Hearing, agenda item 6A

Relationship to Comprehensive Plan: See staff report for Public Hearing, agenda item 6A.

Recommendation: Staff recommends that the City Council vote to approve an ordinance authorizing the mayor to execute the Sidney Road Apartments development agreement for transportation and park impact fee credits.

Motion for Consideration: "I move to adopt an ordinance approving of and authorizing the mayor to sign the Sidney Road Apartments development agreement for transportation and park impact fee credit."

Fiscal Impact: See staff report for Public Hearing, agenda item 6A.

Alternatives: Do not approve the Development Agreement; request changes to the Development Agreement.

Attachments: Documents provided with Public Hearing 6A.



City of Port Orchard
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Agenda Staff Report

Agenda Item No.:	<u>Business Item 7B</u>	Meeting Date:	<u>July 13, 2021</u>
Subject:	<u>Adoption of an Ordinance Approving a</u>	Prepared by:	<u>Mark Dorsey, P.E.</u>
	<u>New Contract with the Washington State</u>		<u>Public Works Director</u>
	<u>Department of Ecology for the</u>	Atty Routing No.:	<u>366922.0013 – Water</u>
	<u>Continuation of the Marina Pump Station</u>	Atty Review Date:	<u>July 8, 2021</u>
	<u>Rebuild Project, Loan Agreement No.</u>		
	<u>WQC-2019-PoOrPW-00025</u>		

Summary: On February 19, 2019, the Port Orchard City Council adopted Ordinance No. 007-19, thereby approving Contract No. C011-19 and accepting Department of Ecology (DOE) Clean Water State Revolving Fund (CWSRF) Loan Agreement No. WQC-2019-PoOrPW-00025 for the Marina Pump Station Rebuild Project with the general terms as follows:

- Loan Amount: \$4,100,000
- City Share: N/A
- Loan Term: 20-years
- Interest Rate: 2.0% (incl. admin charge)
- Effective Date: 7/1/2018
- Project Completion Date: 5/31/2022
- Initiation of Operation Date: 12/31/2022
- Expiration Date: 5/31/2023

Over the course of the 30% to 80% design phase for the Project, and 1) in coordination with the Imagine Port Orchard Waterfront Redevelopment and the City’s Community Event Center Projects and 2) in response to a sewerage overflow event in 2020, the anticipated Scope and Budget for the Marina Pump Station Rebuild Project has increased significantly. To redress the anticipated cost increase and upon consultation with Ecology staff, by this Ordinance the Council would adopt a new Loan Agreement No. WQC-2019-PoOrPW-00025 for the Marina Pump Station Rebuild Project, with general terms as follows:

- Loan Amount: \$13,000,000
- City Share: N/A
- Loan Term: 30-years
- Interest Rate: 2.6% (incl. admin charge)
- Project Completion Date: 5/31/2024
- Initiation of Operation Date: 12/31/2023
- Expiration Date: 5/31/2024

Please Note: since the City did not draw upon the previous Loan Agreement (as all work to date was done using local funds), a new contract and ordinance number have been assigned, and by this ordinance the previous

ordinance is repealed. This approach is at the request of DOE and the Clerk. The DOE WQC-2019-PoOrPW-00025 Loan and associated Agreement is still a Revenue Secure Lien Obligation of the City, payable solely from the net revenue of the City's Sanitary Sewer System. The funds under the new Loan Agreement may be used to cover costs incurred to date, based on the terms of the loan.

Relationship to Comprehensive Plan: Chapter 7 – Utilities.

Recommendation: Staff recommends that the City Council adopt Ordinance No. 029-21, thereby approving Contract No. 068-21 with the State Department of Ecology, repealing Ordinance No. 007-19, and accepting an amended Clean Water State Revolving Fund (CWSRF) loan for the continuation of the Marina Pump Station Rebuild Project in the revised amount of \$13,000,000.00.

Motion for Consideration: I move to adopt Ordinance No. 029-21, thereby approving Contract No. 068-21 with the State Department of Ecology, repealing Ordinance No. 007-19, and accepting an amended Clean Water State Revolving Fund (CWSRF) loan for the continuation of the Marina Pump Station Rebuild Project in the revised amount of \$13,000,000.00.

Fiscal Impact: Loan repayment schedule to be developed.

Alternative: Refuse loan.

Attachment: Ordinance No. 029-21, Amendment No. 1 - Agreement No. WQC-2019-PoOrPW-00025, and Copy of Ordinance No. 007-19.

ORDINANCE NO. 029-21

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, ACCEPTING THE GENERAL TERMS ASSOCIATED WITH DEPARTMENT OF ECOLOGY AMENDED CWSRF LOAN AGREEMENT NO. WQC-2019-PoOrPW-00025 AND THEREBY APPROVING NEW CONTRACT NO C068-21 FOR THE CONTINUATION OF THE MARINA PUMP STATION REBUILD PROJECT; REPEALING ORDINANCE NO. 007-19; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, on February 19, 2019, the Port Orchard City Council adopted Ordinance No. 007-19, thereby approving Contract No. C011-19 and accepting Department of Ecology (DOE) Clean Water State Revolving Fund (CWSRF) Loan Agreement No. WQC-2019-PoOrPW-00025 for the Marina Pump Station Rebuild Project (the “Project”); and

WHEREAS, for the work completed to date, including moving the Project to the 80% design phase, the City has utilized local funds only and has not drawn on the existing DOE Loan; and

WHEREAS, over the course of the 30% to 80% design phase for the Project, and 1) in coordination with the Imagine Port Orchard Waterfront Redevelopment and the City’s Community Event Center Projects and 2) in response to a sewerage overflow event in 2020, the anticipated Scope and Budget for the Project increased significantly; and

WHEREAS, to redress the increased anticipated cost and upon consultation with Ecology staff, Ecology recommended a new Loan Agreement No. WQC-2019-PoOrPW-00025 for the continuation of the Marina Pump Station Rebuild Project to replace the previous agreement; and

WHEREAS, the funds allocated under the new Loan Agreement may be utilized for work performed to date on the Project; and

WHEREAS, the City Council has determined it to be in the best interests of the City to rescind its authorization for the previous agreement and authorize the execution of a new Contract No. C068-21 with the Department of Ecology for the continuation of the Marina Pump Station Rebuild Project; now, therefore,

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

SECTION 1. Repealer. Ordinance No. 007-19 is hereby repealed in its entirety.

SECTION 2. Authorization. The Mayor is authorized to execute Contract No. C068-21 with the Department of Ecology for the continuation of the Marina Pump Station Rebuild Project and the City agrees to be bound by the general terms of the Agreement in their entirety.

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

SECTION 4. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 5. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 13th day of July 2021.

Robert Putansuu, Mayor

ATTEST:

SPONSOR:

Brandy Rinearson, MMC, City Clerk

Cindy Lucarelli, Councilmember

APPROVED AS TO FORM:

Charlotte Archer, City Attorney

PUBLISHED:

EFFECTIVE DATE:



**AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2019-PoOrPW-00025
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Port Orchard**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Port Orchard (RECIPIENT) for the Marina Pump Station (PROJECT).

This amendment is needed to add Standard Loan funds to the agreement. Additional funds are necessary to complete the project scope of work due to concerns encountered during the design of the project that must be addressed to ensure the safety and function of the facility.

- 1) The Scope of Work remains the same.
- 2) The original loan amount of \$4,100,000 for EL190266 is increased by \$8,900,000. The new loan total for EL190266 is \$13,000,000.
- 3) The interest rate and terms for loan EL190266 are revised from a 2.0 percent interest rate at 20 years, to a 2.6 percent interest rate at 30 years.
- 4) The Initiation of Operation Date is changed from December 31, 2022, to December 31, 2023. Based on this date LOAN repayment will begin no later than December 31, 2024.
- 5) The Project Completion Date is changed from May 31, 2022, to May 31, 2024.
- 6) The Estimated Loan Repayment Schedule Number 2587 for EL190266 created on February 5, 2019, is replaced with the attached Estimated Loan Repayment Schedule Number AS-000000350 created on June 14, 2021.

Note: This amendment only includes the portions of the original agreement that have been changed in some way. If there were no changes, it will not be referenced in this amendment.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 4,100,000.00 Amended: 13,000,000.00

Total Eligible Cost:

Original: 4,100,000.00 Amended: 13,000,000.00

Expiration Date:

Original: 05/31/2023 Amended: 05/31/2024

CHANGES TO THE BUDGET

Funding Distribution EL190266

Funding Title: SRF Standard Loan
 Funding Type: Loan
 Funding Effective Date: 07/01/2018 Funding Expiration Date: 05/31/2024
 Funding Source:

Title: CWSRF-SFY19
 Fund: 727
 Type: Blended State/Federal
 Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Approved Indirect Costs Rate: Approved State Indirect: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 2.6% Interest Rate: 1.6% Admin Charge: 1%
 Terms: 30 years

Project Start Date: 07/01/2018 Project Completion Date: 05/31/2024
 Estimated Initiation of Operation date: 12/31/2023
 Loan Security: Revenue Secure Lien Obligation of the Recipient
 Final Accrued Interest: \$
 Final Loan Amount: \$
 Repayment Schedule Number: 350

SRF Standard Loan	Task Total
Project Administration/Management	\$ 15,000.00
Permitting and Final Design	\$ 1,344,000.00
Project Construction	\$ 10,194,000.0

Construction Management	\$ 910,000.00
Change Orders	\$ 537,000.00

Total: \$ 13,000,000.0

CHANGES TO SCOPE OF WORK

Task Number: 1 **Task Cost: \$15,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Jacki Brown

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

CHANGES TO SCOPE OF WORK

Task Number: 2 **Task Cost:** \$1,344,000.00

Task Title: Permitting and Final Design

Task Description:

A. The RECIPIENT will obtain necessary permits required for the project.

B. The RECIPIENT will procure engineering services in accordance with state law. The RECIPIENT must include ECOLOGY's specification insert in the contract documents for design. The RECIPIENT must submit all contracts for engineering services before ECOLOGY shall provide reimbursement for work performed under this task .

C. The RECIPIENT will design the Marina Pump Station . Plans and specifications developed by the RECIPIENT shall be consistent with the requirements of Chapter 173-240 WAC. Elements of the design will include:

1. New lift station pumps
2. Associated piping and electrical work
3. Replacement of the failing sea wall
4. New generator.

D. The plans and specifications, construction contract documents, and addenda will be approved by the RECIPIENT prior to submittal for ECOLOGY review. All construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. All reduced drawings shall be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. A current construction cost estimate will be submitted along with each plan/specification submittal. The project manager may request a spreadsheet of the costs in electronic file format.

E. The RECIPIENT will complete the facility design within one year after the execution of this AGREEMENT.

F. Investment Grade Efficiency Audit. The RECIPIENT will procure a third party analysis of potential energy and water efficiency measures for incorporation into the design of any wastewater facilities. The analysis will identify potential efficiency measures, provide cost estimates, and evaluate their cost effectiveness. If the RECIPIENT has obtained either a preliminary or investment grade energy audit of the utility in the last 5 years, documentation of that audit can be submitted instead.

G. The RECIPIENT's construction management staff will provide a constructability review and quality assurance check of the project drawing and specification package, and general requirements of the construction bid documents at the 60 percent and 90 percent stages.

Task Goal Statement:

Project permitted and designed to ECOLOGY approved specification.

Task Expected Outcome:

All necessary permits obtained and project designed to ECOLOGY approved specification.

Recipient Task Coordinator: Jacki Brown

Deliverables

Number	Description	Due Date
2.1	Executed contracts for engineering services and affidavit of publication	
2.2	Documentation of the RECIPIENT's process for procuring engineering services	
2.3	Two copies of the final design with detailed cost estimate and specifications	
2.4	Investment Grade Efficiency Audit documentation	

CHANGES TO SCOPE OF WORK

Task Number: 3 **Task Cost:** \$910,000.00

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. This may involve procuring the professional services. If professional services are procured, the RECIPIENT will procure them in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

C. The RECIPIENT will provide a plan of interim operation for the facility while under construction.

D. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.

E. Upon completion of this construction, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090 and a set of "as-built" plans of the construction contract i.e., record construction drawings which reflect changes, modifications, or other revisions made to the project during construction. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans and

specifications and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

F. The RECIPIENT will prepare an Operations and Maintenance (O&M) manual for the marina pump station.

Task Goal Statement:

To manage construction of the project to ensure a project that is built in accordance with Ecology approved specifications.

Task Expected Outcome:

Project constructed in accordance with Ecology approved specifications.

Recipient Task Coordinator: Jacki Brown

Deliverables

Number	Description	Due Date
3.1	Executed contract for construction management services	
3.2	Documentation of the RECIPIENT’s process for procuring engineering services	
3.3	Construction Quality Assurance Plan	
3.4	Plan of interim operation of the facility while under construction	
3.5	Declaration of Construction Completion	
3.6	“As-built” plans	
3.7	Operation and Maintenance Manual	

CHANGES TO SCOPE OF WORK

Task Number: 4

Task Cost: \$10,194,000.00

Task Title: Project Construction

Task Description:

A. The RECIPIENT will include ECOLOGY’s specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT. The RECIPIENT shall submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY shall provide reimbursement for work performed under this task.

B. The RECIPIENT will complete construction of the Marina Pump Station in accordance with the plans and specifications.

Elements of the construction project will include:

1. New lift station pumps
2. Associated piping and electrical work

3. Replacement of the failing sea wall
4. New generator.

C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff.

D. As a condition of receiving this funding, the RECIPIENT will prepare an asset management program (fiscal sustainability plan). The RECIPIENT will certify that a plan that contains at least the minimum required elements listed above has been developed and is being implemented. The plan must include the following elements

1. An inventory of critical assets that belong to the utility.
2. An evaluation of the condition and performance of the critical assets.
3. A plan to maintain, repair, and replace the critical assets and to fund those activities.
4. A process to evaluate and implement water and energy conservation efforts as part of the plan.

Task Goal Statement:

To have the project constructed in accordance with ECOLOGY approved plans and specifications.

Task Expected Outcome:

Project constructed in accordance with ECOLOGY approved plans and specifications.

Recipient Task Coordinator: Jacki Brown

Deliverables

Number	Description	Due Date
4.1	Copy of the advertisement for bids with affidavit of publication	
4.2	Minutes of the pre-construction meeting	
4.3	Declaration of Construction completion (paper copy) and one electronic copy of the Record Drawings	
4.4	Investment Grade Efficiency Audit documentation	
4.5	Certification that the Financial Sustainability Plan has been developed and is being implemented	

CHANGES TO SCOPE OF WORK

Task Number: 5

Task Cost: \$537,000.00

Task Title: Change Orders

Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

Task Goal Statement:

To have all change orders reviewed and approved by ECOLOGY prior to requesting reimbursement.

Task Expected Outcome:

All change orders reviewed and approved by ECOLOGY prior to reimbursement.

Recipient Task Coordinator: Jacki Brown

Deliverables

Number	Description	Due Date
5.1	Change order justifications if needed	
5.2	Executed change orders with backup documentation and professional engineer seal and signature	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Standard Loan	0 %	\$ 0.00	\$ 13,000,000.00	\$ 13,000,000.00
Total		\$ 0.00	\$ 13,000,000.00	\$ 13,000,000.00

Estimated loan repayment schedule

Loan number:	EL190266	Loan amount:	\$13,000,000.00
Agreement #:	WQC-2019-PoOrPW-00025	Term of loan:	30 Years
Recipient name:	PORT ORCHARD CITY OF	Effective interest rate:	2.600%
Amortization method:	Compound-365 D/Y	Interest compounded:	Monthly
Initiation of Operations:	12/31/2023	Loan date:	12/31/2024
Project Completion:	5/31/2024	Schedule creation date:	6/14/2021
Schedule number:	AS-000000350		

Payment number	Due date	Payment amount	Principal amount	Interest amount	Admin amount	Balance amount
1	12/31/2024	309,910.58	309,910.58			12,690,089.42
2	6/30/2025	309,910.58	144,043.24	102,072.21	63,795.13	12,546,046.18
Subtotal	FY 2025	619,821.16	453,953.82	102,072.21	63,795.13	12,546,046.18
3	12/30/2025	309,910.58	145,925.97	100,913.61	63,071.00	12,400,120.21
4	6/30/2026	309,910.58	147,833.32	99,739.85	62,337.41	12,252,286.89
Subtotal	FY 2026	619,821.16	293,759.29	200,653.46	125,408.41	12,252,286.89
5	12/30/2026	309,910.58	149,765.59	98,550.76	61,594.23	12,102,521.30
6	6/30/2027	309,910.58	151,723.12	97,346.13	60,841.33	11,950,798.18
Subtotal	FY 2027	619,821.16	301,488.71	195,896.89	122,435.56	11,950,798.18
7	12/30/2027	309,910.58	153,706.23	96,125.75	60,078.60	11,797,091.95
8	6/30/2028	309,910.58	155,715.27	94,889.42	59,305.89	11,641,376.68
Subtotal	FY 2028	619,821.16	309,421.50	191,015.17	119,384.49	11,641,376.68
9	12/30/2028	309,910.58	157,750.56	93,636.94	58,523.08	11,483,626.12
10	6/30/2029	309,910.58	159,812.46	92,368.07	57,730.05	11,323,813.66
Subtotal	FY 2029	619,821.16	317,563.02	186,005.01	116,253.13	11,323,813.66
11	12/30/2029	309,910.58	161,901.31	91,082.63	56,926.64	11,161,912.35
12	6/30/2030	309,910.58	164,017.46	89,780.38	56,112.74	10,997,894.89
Subtotal	FY 2030	619,821.16	325,918.77	180,863.01	113,039.38	10,997,894.89
13	12/30/2030	309,910.58	166,161.27	88,461.11	55,288.20	10,831,733.62
14	6/30/2031	309,910.58	168,333.10	87,124.60	54,452.88	10,663,400.52
Subtotal	FY 2031	619,821.16	334,494.37	175,585.71	109,741.08	10,663,400.52
15	12/30/2031	309,910.58	170,533.32	85,770.62	53,606.64	10,492,867.20
16	6/30/2032	309,910.58	172,762.30	84,398.94	52,749.34	10,320,104.90
Subtotal	FY 2032	619,821.16	343,295.62	170,169.56	106,355.98	10,320,104.90
17	12/30/2032	309,910.58	175,020.41	83,009.34	51,880.83	10,145,084.49

Payment number	Due date	Payment amount	Principal amount	Interest amount	Admin amount	Balance amount
18	6/30/2033	309,910.58	177,308.03	81,601.57	51,000.98	9,967,776.46
Subtotal	FY 2033	619,821.16	352,328.44	164,610.91	102,881.81	9,967,776.46
19	12/30/2033	309,910.58	179,625.56	80,175.40	50,109.62	9,788,150.90
20	6/30/2034	309,910.58	181,973.38	78,730.58	49,206.62	9,606,177.52
Subtotal	FY 2034	619,821.16	361,598.94	158,905.98	99,316.24	9,606,177.52
21	12/30/2034	309,910.58	184,351.88	77,266.89	48,291.81	9,421,825.64
22	6/30/2035	309,910.58	186,761.47	75,784.07	47,365.04	9,235,064.17
Subtotal	FY 2035	619,821.16	371,113.35	153,050.96	95,656.85	9,235,064.17
23	12/30/2035	309,910.58	189,202.56	74,281.86	46,426.16	9,045,861.61
24	6/30/2036	309,910.58	191,675.56	72,760.01	45,475.01	8,854,186.05
Subtotal	FY 2036	619,821.16	380,878.12	147,041.87	91,901.17	8,854,186.05
25	12/30/2036	309,910.58	194,180.88	71,218.28	44,511.42	8,660,005.17
26	6/30/2037	309,910.58	196,718.94	69,656.39	43,535.25	8,463,286.23
Subtotal	FY 2037	619,821.16	390,899.82	140,874.67	88,046.67	8,463,286.23
27	12/30/2037	309,910.58	199,290.18	68,074.09	42,546.31	8,263,996.05
28	6/30/2038	309,910.58	201,895.02	66,471.11	41,544.45	8,062,101.03
Subtotal	FY 2038	619,821.16	401,185.20	134,545.20	84,090.76	8,062,101.03
29	12/30/2038	309,910.58	204,533.92	64,847.18	40,529.48	7,857,567.11
30	6/30/2039	309,910.58	207,207.30	63,202.02	39,501.26	7,650,359.81
Subtotal	FY 2039	619,821.16	411,741.22	128,049.20	80,030.74	7,650,359.81
31	12/30/2039	309,910.58	209,915.63	61,535.35	38,459.60	7,440,444.18
32	6/30/2040	309,910.58	212,659.36	59,846.90	37,404.32	7,227,784.82
Subtotal	FY 2040	619,821.16	422,574.99	121,382.25	75,863.92	7,227,784.82
33	12/30/2040	309,910.58	215,438.95	58,136.39	36,335.24	7,012,345.87
34	6/30/2041	309,910.58	218,254.87	56,403.51	35,252.20	6,794,091.00
Subtotal	FY 2041	619,821.16	433,693.82	114,539.90	71,587.44	6,794,091.00
35	12/30/2041	309,910.58	221,107.60	54,647.99	34,154.99	6,572,983.40
36	6/30/2042	309,910.58	223,997.61	52,869.52	33,043.45	6,348,985.79
Subtotal	FY 2042	619,821.16	445,105.21	107,517.51	67,198.44	6,348,985.79
37	12/30/2042	309,910.58	226,925.40	51,067.80	31,917.38	6,122,060.39
38	6/30/2043	309,910.58	229,891.45	49,242.54	30,776.59	5,892,168.94
Subtotal	FY 2043	619,821.16	456,816.85	100,310.34	62,693.97	5,892,168.94
39	12/30/2043	309,910.58	232,896.28	47,393.42	29,620.88	5,659,272.66
40	6/30/2044	309,910.58	235,940.38	45,520.12	28,450.08	5,423,332.28
Subtotal	FY 2044	619,821.16	468,836.66	92,913.54	58,070.96	5,423,332.28

Payment number	Due date	Payment amount	Principal amount	Interest amount	Admin amount	Balance amount
41	12/30/2044	309,910.58	239,024.26	43,622.35	27,263.97	5,184,308.02
42	6/30/2045	309,910.58	242,148.46	41,699.77	26,062.35	4,942,159.56
Subtotal	FY 2045	619,821.16	481,172.72	85,322.12	53,326.32	4,942,159.56
43	12/30/2045	309,910.58	245,313.49	39,752.06	24,845.03	4,696,846.07
44	6/30/2046	309,910.58	248,519.89	37,778.89	23,611.80	4,448,326.18
Subtotal	FY 2046	619,821.16	493,833.38	77,530.95	48,456.83	4,448,326.18
45	12/30/2046	309,910.58	251,768.20	35,779.93	22,362.45	4,196,557.98
46	6/30/2047	309,910.58	255,058.96	33,754.84	21,096.78	3,941,499.02
Subtotal	FY 2047	619,821.16	506,827.16	69,534.77	43,459.23	3,941,499.02
47	12/30/2047	309,910.58	258,392.74	31,703.29	19,814.55	3,683,106.28
48	6/30/2048	309,910.58	261,770.10	29,624.91	18,515.57	3,421,336.18
Subtotal	FY 2048	619,821.16	520,162.84	61,328.20	38,330.12	3,421,336.18
49	12/30/2048	309,910.58	265,191.59	27,519.38	17,199.61	3,156,144.59
50	6/30/2049	309,910.58	268,657.81	25,386.32	15,866.45	2,887,486.78
Subtotal	FY 2049	619,821.16	533,849.40	52,905.70	33,066.06	2,887,486.78
51	12/30/2049	309,910.58	272,169.34	23,225.38	14,515.86	2,615,317.44
52	6/30/2050	309,910.58	275,726.76	21,036.20	13,147.62	2,339,590.68
Subtotal	FY 2050	619,821.16	547,896.10	44,261.58	27,663.48	2,339,590.68
53	12/30/2050	309,910.58	279,330.68	18,818.40	11,761.50	2,060,260.00
54	6/30/2051	309,910.58	282,981.70	16,571.62	10,357.26	1,777,278.30
55	12/30/2051	309,910.58	286,680.45	14,295.46	8,934.67	1,490,597.85
56	6/30/2052	309,910.58	290,427.54	11,989.56	7,493.48	1,200,170.31
57	12/30/2052	309,910.58	294,223.61	9,653.52	6,033.45	905,946.70
58	6/30/2053	309,910.58	298,069.29	7,286.95	4,554.34	607,877.41
59	12/30/2053	309,910.58	301,965.25	4,889.43	3,055.90	305,912.16
60	6/30/2054	309,910.62	305,912.16	2,460.59	1,537.87	0.00
Subtotal	Undefined	2,479,284.68	2,339,590.68	85,965.53	53,728.47	0.00
Grand total		18,594,634.84	13,000,000.00	3,442,852.20	2,151,782.64	0.00



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7C</u>	Meeting Date:	<u>July 13, 2021</u>
Subject:	<u>Adoption of a Resolution Accepting the Lodging Tax Advisory Committee's Recommendation for Distribution of the Remainder of 2021 Funds</u>	Prepared by:	<u>Brandy Rinearson, MMC City Clerk</u>
		Atty Routing No.:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

Summary: Each year, staff solicits applicants to apply for Lodging Tax funds that are used for tourism marketing and festival and events. The funds are used to attract tourists to the City.

At the August 18, 2020, City council meeting, Council directed staff to move forward with the Lodging Tax application process for 2021, but only for tourism marketing with the understanding that the funds will be reviewed in early 2021. The total amount of funds being allocated for 2021 is \$100,000. During the deliberation process, the committee understood that some funds needed to be reserved for Event and Festivals.

On November 10, 2020, City Council adopted Resolution No. 054-20, which allocated 2021 lodging tax funds in the amount of \$52,500, but only for Tourism Marketing.

With the Governor reopening the State of Washington, staff was directed to accept lodging tax applications for Marketing and Operations of Events.

On July 13, 2021, the Lodging Tax Advisory Committee met to discuss the applications received and to provide a recommendation to the Council on the remaining budgeted funds. The remaining amount is \$47,500.

The Committee's recommendation is as follows:

Organization	FY's 2021 Funds Requested	Committee Recommendation
Fathoms O' Fun Festival-Marketing and Operations of Events (Amended)	\$20,500	\$20,500
Port Orchard Bay Street Association-Marketing and Operations of Events	\$9,000	\$9,000
Saints Car Club-Marketing and Operations of Events (Amended)	\$3,500	\$3,500
Visit Kitsap, Passport to Port Orchard-Marketing and Operations of Events	\$9,500	\$0.00
Visit Kitsap, Ride the Tide Rendezvous-Marketing and Operations of Events	\$2,500	\$0.00
Total	\$45,000	\$33,000

Recommendation: Staff recommends adoption of a resolution accepting the lodging tax recommendations, as presented.

Relationship to Comprehensive Plan: None.

Motion for consideration: I move to adopt a resolution, accepting the Lodging Tax Advisory Committee's recommendation for 2021 funding allocations for Marketing and Operations of Events, as presented.

Fiscal Impact: \$100,000 has been budgeted in the 2021 expenditure portion of the 2021/2022 Biennial Budget.

Alternatives: N/A

Attachments: Resolution and applications

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,
ACCEPTING THE LODGING TAX ADVISORY COMMITTEE'S
RECOMMENDATION FOR 2021 FUNDING ALLOCATION.**

WHEREAS, on May 27, 2021, notice was published notifying the public that the City was accepting proposals for the Hotel/Motel Lodging Tax funding applications for 2021; and

WHEREAS, proposals were due to the City Clerk no later than June 28, 2021; which 5 applications were received; and

WHEREAS, on July 8, 2021, the Lodging Tax Advisory Committee met to review the applications and provide their recommendations to City Council; now, therefore,

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

THAT: The City Council accepts the Lodging Tax Advisory Committee's 2021 lodging tax recommendations as follows:

Organization	FY's 2021 Funds Requested	Committee Recommendation
Fathoms O' Fun Festival-Marketing and Operations of Events (Amended)	\$20,500	\$20,500
Port Orchard Bay Street Association-Marketing and Operations of Events	\$9,000	\$9,000
Saints Car Club-Marketing and Operations of Events (Amended)	\$3,500	\$3,500
Visit Kitsap, Passport to Port Orchard-Marketing and Operations of Events	\$9,500	\$0.00
Visit Kitsap, Ride the Tide Rendezvous-Marketing and Operations of Events	\$2,500	\$0.00
Total	\$45,000	\$33,000

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 13th day of July 2021.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk



City of Port Orchard Lodging Tax Application

(RCW 67.28.1816)

For Budget Year: 2021	Available Funding: \$47,800	Application Deadline: 06/28/2021, 2021, by 4:00 p.m.
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Applicants may consist of convention and visitors' bureaus, destination marketing organizations, nonprofits, including main street organizations, lodging associates, or chambers of commerce, and additionally the cities or towns themselves.

Please read carefully and include all information. Omitting requested information could result in having your application denied. Keep your answers clear, concise, and to the point of the question. Do not include presentation materials, as these materials are more appropriate to be used as part of your oral presentation. Do not include brochures or information not related to your project or request.

Submit completed signed application to the City Clerk's office by the application deadline listed at the top of this application. Mailing address: City Clerk's Office, City of Port Orchard, Port Orchard, WA 98366. Email address: cityclerk@cityofportorchard.us.

NO LATE APPLICATIONS WILL BE ACCEPTED. Even if postmarked earlier, applications will not be accepted if received after the application deadline.

1. Applicant Information

Organization Name FATHOMS O' FUN FESTIVAL, INC.					
Street Address 8251 SE O'Farrell Lane			Mailing Address (if different from street address) PO Box 312		
City Port Orchard	State WA	Zip 98366	City Port Orchard	State WA	Zip 98366
Phone 360-871-1805		Fax n/a	Name of Executive Director/President Sharron E King		
Type of Organization: <input checked="" type="checkbox"/> Nonprofit 501(C)4 <input type="checkbox"/> Government Agency <input type="checkbox"/> Other _____					
Funding Requested for (choose one): <input checked="" type="checkbox"/> Marketing and Operations of Events <input type="checkbox"/> Tourism Marketing					
Are you a first-time participant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

2. Applicant Contact Information

Name Sharron E King	Position/Title President/Chair
Phone 360-871-1805	Email Address kingcreations@wavecable.com

3. Overall Event or Project Detail (please attach additional paperwork if needed)

Title **Fathoms O' Fun Festival Marketing & Operations of Events**

Amount of funding requested **\$ 14,500**

Total Overall Event or Project Amount **\$ 42,000**

A. Describe your overall event or project.

Please see our tentative event list...some events have been cancelled and several are still pending approval as of this date.

B. Describe how your overall event or project will provide a community economic benefit.

Our events held downtown; i.e., vendor shows, the Fireworks Show, Festival by the Bay, the Grand Parade, and the Seagull Splat Run are all focused on bringing people to downtown Port Orchard. We expect them to explore Port Orchard, shop in the businesses, eat at restaurants, ~~stay over night and purchase gas, shop for groceries, etc.~~

C. Please describe how you will measure the impact your overall event or project will have on tourism or projected increase in tourism. Please be specific and provide examples.

Our events bring a variety of out of town guests to Port Orchard. Our Festival Float travels to 15-17 out of town parades and is seen by thousands...in person and on TV. The Fireworks Show alone draws thousands to the waterfront in Port Orchard and Bremerton. We obtain zip codes where we can from Concerts and through run registrations, and hotel zips on event dates

4. Overall Event or Project Budget Summary

A. Describe, and be specific, on what you would spend the requested lodging tax funds on.

LTAC funding would help cover the cost of (1) major event specific marketing, (2) Operations General Expenses, (3) Float travel costs, (4) Quality musicians to perform at the "free" Concerts by the Bay from June-August, (5) Fireworks show barge costs.

B. Income Other Than Lodging Tax (from sponsorships, grants, donation and admission fees)

If you anticipate receiving partial funding for this activity from another source, please list the source(s) approximate amount, and status of funding. Indicate the entry or admission fee if one will be charged.

SOURCE	AMOUNT	Confirmed or Projected? If projected, what is the anticipated receipt date?
Kitsap Credit Union	\$ 3,500.00	Confirmed
Kitsap County	\$ 3,000.00	Confirmed
Kitsap Physical Therapy	\$ 500.00	Projected - <i>AUG</i>
Port Of Bremerton	\$ 6,500.00	Confirmed
Port Of Bremerton	\$ 2,000.00	Confirmed
Denette Chu/Edward Jones	\$ 500.00	Confirmed
Waterman Mitigation	\$ 500.00	Confirmed
Peninsula Credit Union	\$ 500.00	Confirmed
SKF&R Volunteer Assn	\$ 500.00	Projected - <i>AUG</i>
Kitsap Bank	\$ 2,000.00	Confirmed
WAVE	\$ 13,000.00	Confirmed
	\$ 32,500.00	

C. Other Expenses of Overall Event or Project (Only complete below boxes that are applicable to your overall event or project that you are seeking funds for.)

	Proposed City (LTAC) Funds	Other Committed Funds	Total
Operations (postage, fuel, permits, etc.)	\$ 1,000	\$ 2,500	\$ 3,500
Event Marketing	\$ 1,000	\$ 3,000	\$ 4,000
Tourism Marketing	\$ Prev. granted	\$	\$
Other Activities <i>Explain: Float, Concerts & Fireworks</i>	\$ 12,500	\$ 27,000	\$ 39,500
TOTAL COSTS	\$*14,500	\$ 32,500	\$ 47,000

*City Lodging Tax funds would represent what percentage of your overall budget? 31 %

Can you operate this project with reduced funding? Yes No If yes, explain below:

We would eliminate our float travel and cancel band contracts due to lack of funding. We would have to go in debt for the fireworks barge. Event marketing would also be cut back; same for operations.

D. Other Financial Information

Does your overall event or project have provisions (or plans) for becoming less dependent on Lodging Tax funding? (Meaning does the overall event or project have the ability to increase revenue by charging admission, increasing fees, etc.)

Finding businesses who have a community spirit in their hearts to bring events to Port Orchard and advertise their business via our events they sponsor.

If not, what are your challenges of generating new revenues:

Finding businesses who have a community spirit in their hearts to bring events to Port Orchard and advertise their business via our events they sponsor.

5. Estimated Numbers of Increased Tourism

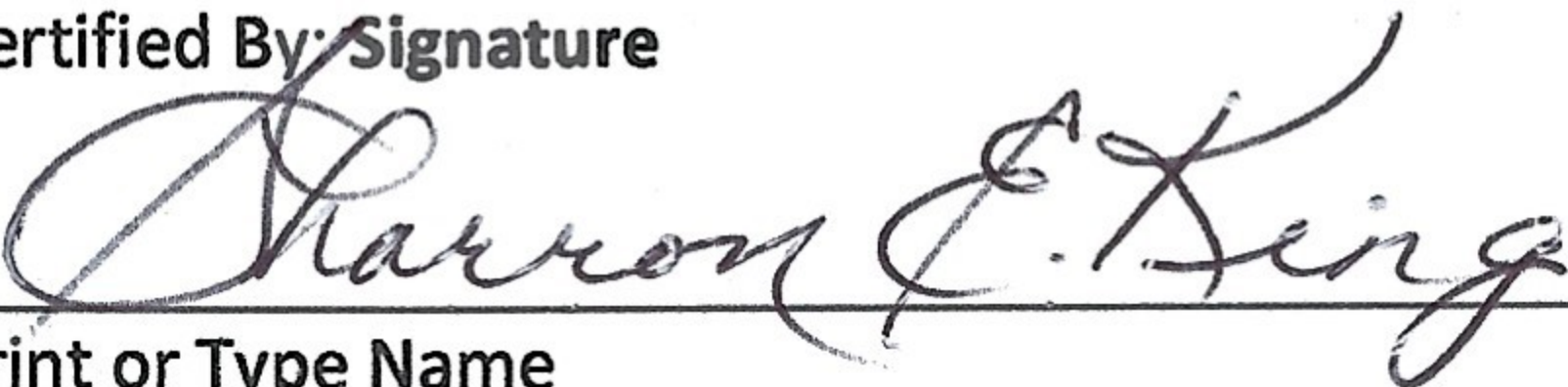
If you received lodging tax funds last year, you must attach last year's reporting

Applicants applying for use of LTAC funds must provide estimates of how it will result in increases in the number of people traveling for business or pleasure on a trip as required by RCW 67.28.1816:

	Projected	Actual ¹	Methodology ¹
Overall Attendance:	500,000		n/a
Attendees who traveled 50 miles or more to attend:			
Total:	1,000		n/a
Of total, attendees who traveled from another state or country:	150		zip codes
Attendees who stayed overnight:			
Paid accommodations:	200		zip codes
Unpaid accommodations:	175		n/a
Paid Lodging nights:			
	130		zip codes

¹ Actual numbers will be required to be reported to the City in 2022.

The applicant hereby certifies and confirms that it does not now nor will it during the performance of any contract resulting from this proposal unlawfully discriminate against any employee, applicant for employment, client, customer, or other person(s) by reason of race, ethnicity, color, religion, age, gender, national origin, or disability. That it will abide by all relevant local, state, and federal laws and regulations. That it has read and understands the information contained in this application for funding and is in compliance with the provisions thereof, and; that the individual signing below has the authority to certify to these provisions for the applicant organization, and declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, will assure that any funds received as a result of this application are used for the purposes set forth herein, and verifies that all the information contained in this application is valid and true to the best of his/her knowledge.

Certified By: Signature 		Date June 25, 2021
Print or Type Name Sharron E King	Title President/Chair	

FATHOMS O' FUN FESTIVAL, INC.
2021 PROJECTED BUDGET - Rev 6/25/21

REVENUE:

Vendor Fees	\$ 8,000.00	
Wheels on the Waterfront Car Show Fees	\$ 4,000.00	
Seagull Splat Run Registration Fees	\$ 3,000.00	
Kitsap Credit Union	\$ 3,500.00	Parade Sponsor-from 2020
Kitsap Physical Therapy	\$ 500.00	Seagull Splat Run
Port Of Bremerton	\$ 6,500.00	Fireworks-funding from 2020
Port Of Bremerton	\$ 2,000.00	Concerts-funding from 2020
Denette Chu/Edward Jones	\$ 500.00	Concerts
Waterman Mitigation	\$ 500.00	Concerts
Peninsula Credit Union	\$ 500.00	Concerts
SKF&R Volunteer Assn	\$ 500.00	Concerts
Kitsap Bank	\$ 2,000.00	Concerts
WAVE	\$ 13,000.00	Fireworks
Kiwanis Club	\$ 100.00	Easter Egg Hunt

Additional Funding Needed

Sub Total **\$ 44,600.00**

Kitsap County LTAC Request

Tourism (granted)	5,000
Fireworks (requesting from 2020 award)	3,000

Sub Total **\$ 8,000.00**

City of Port Orchard LTAC Request

Tourism (GRANTED for Discover Kitsap)	\$3,500	3500
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Marketing & Operations of Events

Event Marketing	\$1,000
Operating Exp	\$1,000
Float (travel for 2021)	\$1,500
Concerts by the Bay	\$6,000
Fireworks-Barge	\$5,000

Sub Total **\$14,500**

Total Projected Revenue **\$ 70,600.00**

EXPENSES:

Tourism Marketing	\$ 3,500.00
Event Marketing	\$ 4,000.00
Operations/General Expenses	\$ 3,500.00
Float Travel	\$ 1,500.00
Concerts by the Bay	\$ 11,000.00
Fireworks Barge Expense	\$ 5,000.00
Insurance-Auto & Liability	\$ 7,000.00
Sani-Can Order-All Events	\$ 1,500.00
Wheels on the Waterfront	\$ 1,200.00
Seagull Splat Run (shirts, signage, medals)	\$ 1,500.00
Seagull Splat Run-Port Orchard Police(2)	\$ 600.00
Grand Parade	\$ 5,500.00
Parade Shuttle Service	\$ 900.00
July 10th Fireworks Show	\$ 22,500.00
Festival by the Bay-New signs & Banner	\$ 1,500.00
Battle of the Bands	\$ 3,000.00
Easter Egg Drive-Thru	\$ 400.00

Total Expenses **\$ 70,600.00**

Note: This budget does not reflect the FOF Royalty Scholarship Program

PARADE VIEWER PARTICIPATION

(Stats directly from each festival organization) --

		TV count
Tacoma	25,000	
Sumner	20,000	
Orting	15,000	
Puyallup	40,000	100,000
Marysville	30,000	
Port Orchard	5,000	1000
SEAFAIR	250,000	1 Mil
Port Townsend	7,000	
Olympia	35,000	2000
China Town	25,000	
McCleary	3,000	
Forest Festival	5,000	
Bremerton Armed	40,000	
Whaling Days	5,000	
Lake City	25,000	
Leavenworth	15,000	
Viking Fest	5,000	
Lake City	18,000	
Total	568,000	

*We will call all festival organizers
in 2022 for new stats*

2021 FATHOMS O' FUN FESTIVAL

SUMMER

EVENTS UPDATE

June - 2nd Sept. (Every Thursday 6:30pm-8pm) –
CONCERTS BY THE BAY at the Port of Bremerton Marina Park in Port Orchard! –
Rain or Shine! Come on down for the great music!

All events below are Tentative Upon City Approval

Applications are available on our website: www.fathomsofun.org

July 10th (Sat.) – FIREWORKS over Sinclair Inlet presented by Wave

July 18th (Sun) – WHEELS ON THE WATERFRONT CAR SHOW – South Kitsap High School Stadium Parking Lot

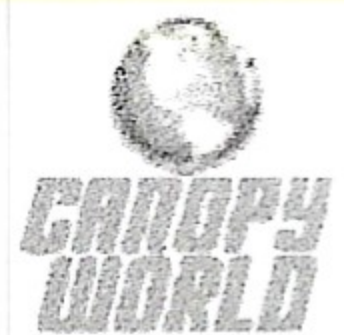
August 8th (Sun) – FESTIVAL BY THE BAY CRAFT & VENDOR SHOW
BATTLE OF THE BANDS – on Bay Street Down Town

September 4th, 5th, 6th – Labor Day Weekend –

Sept. 4 (Sat) – FATHOMS GRAND PARADE, sponsored by Kitsap Credit Union!

Sept. 4-6 (Sat-Mon) – FALL FOLLIES CRAFT & VENDOR SHOW – on the Waterfront

Sept. 5 (Sun) – SEAGULL SPLAT 5K RUN/WALK – Registration at Marina Park
(injunction with the Seagull calling Festival)



wave

Presents

FIREWORKS

Over Sinclair Inlet

LET'S CELEBRATE THE REOPENING
OF KITSAP COUNTY

July 10th

Live bands, Food Vendors, Fireworks & more!

6:00 - 10:00 - Various Bands

5:00 to 10:30 p.m. - Food Vendors, & MORE

10 p.m. - WAVE Presents - Fireworks Over Sinclair Inlet for the 11th Year!!

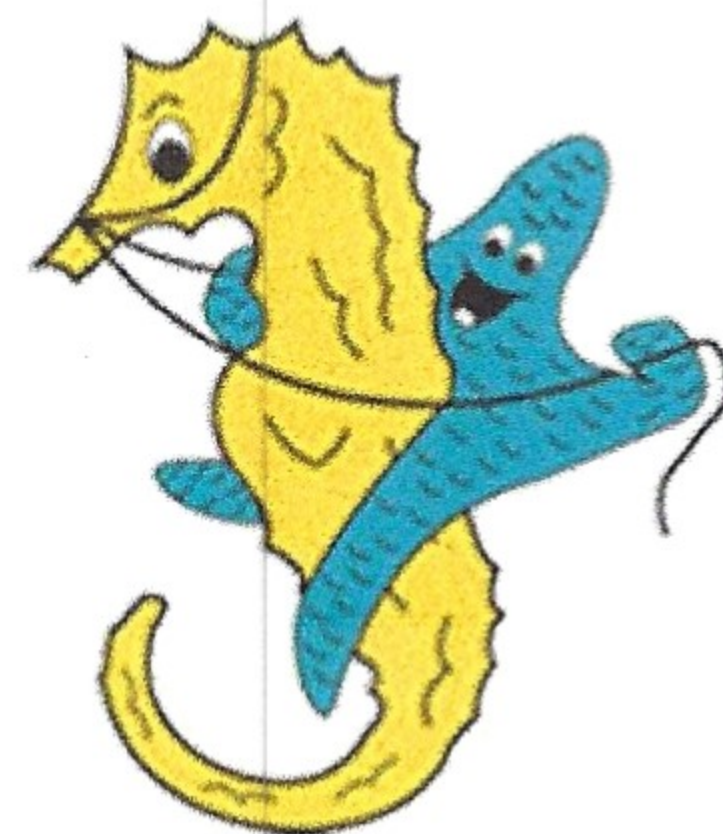
\$1.00

**PURCHASE A GLOW STICK
ALL PROCEEDS GOES GOES TOWARDS
OUR FIREWORK FUND**

Thank you also to our participating sponsors



11



FATHOMS O' FUN

Port Orchard

SEAGULL

SPLAT 5K RUN/WALK

Sunday September 5th

Start Time: 9:00 a.m.

Day of Race Registration Begins: 7:30 a.m.

Soroptimist Overlook Area in Marina Park

DOWNTOWN PORT ORCHARD ON THE WATERFRONT

applications, course maps and schedules

are available on our website soon:

www.fathomsofun.org

**SIGN UP
EARLY TO BE
GUARANTEED
A T-SHIRT**

*proceeds benefit the
Fathoms O' Fun Scholarship Program*

kitsapphysicaltherapy

AND SPORTS CLINICS

**Runners
are Chip
Timed**

**PEAK
PERFORMANCE
TIMING, LLC**

**KIDS! SIGN UP
FOR THE KIDS DASH**

12



City of Port Orchard Lodging Tax Application

For Budget Year: 2021	Available Funding: \$47,800	Application Deadline: 06/28/2021, by 4:00 p.m.
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Applicants may consist of convention and visitor’s bureaus, destination marketing organizations, nonprofits, including main street organizations, lodging associates, or chambers of commerce, and additionally the cities or towns themselves.

Please read carefully and include all information. Omitting requested information could result in having your application denied. Keep your answers clear, concise, and to the point of the question. **Do not include presentation materials, as these materials are more appropriate to be used as part of your oral presentation. Do not include brochures or information not related to your project or request.**

Submit completed signed application to the City Clerk’s office by the **application deadline listed at the top of this application**. Mailing address: City Clerk’s Office, City of Port Orchard, Port Orchard, WA 98366. Email address: cityclerk@cityofportorchard.us.

NO LATE APPLICATIONS WILL BE ACCEPTED. Even if postmarked earlier, applications will not be accepted if received after the application deadline.

1. Applicant Information

Organization Name Port Orchard Bay Street Association					
Street Address			Mailing Address (if different from street address) PO Box 8581		
City	State	Zip	Port Orchard	WA	98366
360-876-7726		Fax	Name of Executive Director/President Coreen Haydock, President		
Type of Organization: <input checked="" type="checkbox"/> Nonprofit __501(c)(6)_____ <input type="checkbox"/> Government Agency <input type="checkbox"/> Other _____					
Funding Requested for (choose one): <input checked="" type="checkbox"/> Marketing and Operations of Events <input type="checkbox"/> Tourism Marketing					
Are you a first-time participant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

2. Applicant Contact Information

Name Christine Stansbery	Position/Title Treasurer
Phone 360-876-7726	Email Address cstansbery@msn.com

3. Overall Event or Project Detail (please attach additional paperwork if needed)

Title
Port Orchard downtown events

Amount of funding requested \$9,000

Total Overall Event or Project Amount \$

A. Describe your overall event or project.

The Port Orchard Bay Street Association produces multiple events during the year designed to bring visitors and locals to downtown Port Orchard to stay in hotels and B&Bs, stay at the marina, eat in the restaurants, and shop in the stores. For the balance of 2021, events include Ladies Night Out, Artisan and Vintage Fair, Port Orchard Night Markets, OctoberFest, Boo Bash on Bay Street, and Holiday on the Bay. See attached for more information.

B. Describe how your overall event or project will provide a community economic benefit.

The downtown events draw visitors from out of the area to the downtown corridor to eat in the restaurants, stay at the marina, hotels and B&Bs, shop in the stores, go to a play or movie, see a local attraction. All these activities benefit the local economy. Local businesses employ local people. Bringing tourists and other visitors to downtown helps ensure that the community economy is healthy, and encourages local citizens to participate in downtown activities, which increases the cohesiveness of the community.

C. Please describe how you will measure the impact your overall event or project will have on tourism or projected increase in tourism. Please be specific and provide examples.

We collect data points from visitors, such as zip codes. We will request information from the local hotels and B&Bs and the marina regarding numbers of visitors. We have a raffle basket at each event with a raffle card designed to collect zip codes and email addresses. We will also track usage of the website, Facebook pages and other social media to indicate the reach of our advertising.

4. Overall Event or Project Budget Summary

A. Describe, and be specific, on what you would spend the requested lodging tax funds on.

Advertising: graphic design, printing and copying, flyers, raffle tickets, signs, banners, print ads in publications such as The Country Register, Art Access, Seattle Weekly, Sound Publishing, Destination WA ads, mail chimp and Facebook boosts and other available social media.

Event operations: business registration fees, bags, tissue paper, city permits, state permits, equipment rental, chairs, tables, portapotties, and other supplies and decorations, raffle baskets.

B. Income Other Than Lodging Tax (from sponsorships, grants, donation and admission fees)

If you anticipate receiving partial funding for this activity from another source, please list the source(s) approximate amount, and status of funding. Indicate the entry or admission fee if one will be charged.

SOURCE	AMOUNT	Confirmed or Projected? If projected, what is the anticipated receipt date?
Kitsap Bank	\$ 500	Projected, 10/1/2021
Visit Kitsap Peninsula	\$ 500	Projected, 10/1/2021,
Vendor fees	\$ 480	Projected: 7/1/2021
POBSA general budget	\$2,000	Confirmed
In-kind candy donations	\$500	Projected: 10/15/2021
TOTAL:	\$3,480	

C. Other Expenses of Overall Event or Project (Only complete below boxes that are applicable to your overall event or project that you are seeking funds for.)

	Proposed City (LTAC) Funds	Other Committed Funds	Total
Operations (postage, fuel, permits, etc.)	\$3,760	\$ 500	\$4,260
Event Marketing	\$5,240	\$1,500	\$6,740
Tourism Marketing	\$	\$	\$
Other Activities <i>Explain:</i>	\$	\$	\$
TOTAL COSTS	\$9,000	\$	\$11,000

*City Lodging Tax funds would represent what percentage of your overall budget? 51 %

Can you operate this project with reduced funding? Yes No If yes, explain below:

Reduced funding will reduce the scope of the events and the advertising or potentially eliminate the event entirely. We continue to seek sponsorships for our events to help defray costs.

D. Other Financial Information

Does your overall event or project have provisions (or plans) for becoming less dependent on Lodging Tax funding? (Meaning does the overall event or project have the ability to increase revenue by charging admission, increasing fees, etc.)

We do not charge admission for the events. The point is to bring visitors to downtown where they will spend their money in the local businesses. We do charge a vendor fee for events with vendors. That amount we collect is entirely dependent on the number of vendors who sign up. We continue to seek sponsorships and in-kind donations from Visit Kitsap Peninsula, Kitsap Bank, Costco, our membership, and others interested in a vibrant downtown. The balance of our revenue comes from membership fees in the Port Orchard Bay Street Association.

If not, what are your challenges of generating new revenues:

5. Estimated Numbers of Increased Tourism

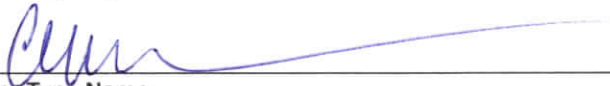
If you received lodging tax funds last year, you must attach last year's reporting

Applicants applying for use of LTAC funds must provide estimates of how it will result in increases in the number of people traveling for business or pleasure on a trip as required by RCW 67.28.1816:

	Projected	Actual ¹	Methodology ¹
Overall Attendance:	8,820		
Attendees who traveled 50 miles or more to attend:			
Total:	2,205		
Of total, attendees who traveled from another state or country:	220		
Attendees who stayed overnight:			
Paid accommodations:	441		
Unpaid accommodations:	882		
Paid Lodging nights:			
	441		

¹ Actual numbers will be required to be reported to the City in 2022.

The applicant hereby certifies and confirms that it does not now nor will it during the performance of any contract resulting from this proposal unlawfully discriminate against any employee, applicant for employment, client, customer, or other person(s) by reason of race, ethnicity, color, religion, age, gender, national origin, or disability. That it will abide by all relevant local, state, and federal laws and regulations. That it has read and understands the information contained in this application for funding and is in compliance with the provisions thereof, and; that the individual signing below has the authority to certify to these provisions for the applicant organization, and declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, will assure that any funds received as a result of this application are used for the purposes set forth herein, and verifies that all the information contained in this application is valid and true to the best of his/her knowledge.

Certified By: Signature		Date
		7/2/21
Print or Type Name	Title	
Coreen Haydock Johnson	President	

Attachment to City of Port Orchard Lodging Tax Application for 2021

For Port Orchard Bay Street Association

3. Overall Event or Project Details

Events:

Artisan & Vintage Fair – July 16 & 17, 2021

The Artisan & Vintage Fair will be held July 16 and 17, 2021 in conjunction with the Chris Craft Rendezvous. The Chris Craft Rendezvous has been held at the Port Orchard Marina for more than 30 years. Typically, 80 boats register for the event and spend a week in Port Orchard. The Artisan & Vintage Fair is designed to draw people to Port Orchard to see the Chris Craft boats and to the merchants in downtown Port Orchard. A maximum of 12 local vendors will set up on the grass and in the parking lot behind the Marina. The Port Orchard Bay Street Association has partnered with the Port of Bremerton, and the South Kitsap Artists Association for this event. The South Kitsap Artists Association will provide artist demonstrations. The first event was held in 2017. A sponsorship has provided from Visit Kitsap Peninsula in the past and the request has been made for this year. Advertising is regional and local, through print and internet media and includes social media boosts, event calendars, etc. Flyers and save the date cards are printed and distributed by downtown merchants and the Port of Bremerton. Raffles are held to capture participant information. Vendors include local makers and collectible dealers, food vendors, and local artists and art associations. Income from this event includes potential vendor fees and sponsorships. Expenses are for advertising, printing and COVID supplies like hand sanitizer and additional signage.

Ladies Night Out – First Friday in October

The Port Orchard Bay Street Association traditionally hosts two Ladies Night Out events each year, in May and October. Due to COVID, in 2020 we cancelled the June event and held a "Ladies Weekend" event in October that was less structured and intended to encourage people to come to Port Orchard but also to be able to socially distance. In June of 2021, we held another "Ladies Weekend" which consisted of three potential shopping days with some drawings and prizes awarded. The normal Ladies Night Out usually bring in more than 1000 people – women, couples, families, friends, visitors, -- some travel from more than 50 miles away, based on the statistics captured from the raffle tickets. We plan to bring back Ladies Night Out for the first Friday in October 2021. There are four raffle baskets spread around downtown. POBSA partners with the South Kitsap Fire and Rescue and the Fathoms O Fun Royalty Court. Downtown merchants stay open until 8 pm and provide specials, treats, and free items. POBSA provides bags for each participant that contains ads and gifts from participating merchants. Merchants provide items for the baskets. Raffles will be held to capture participant information. Kitsap Bank has provided sponsorships for these events in the past. A banner is put up prior to each event advertising the event to the thousands of daily drivers. Marketing is done in both regional and local publications, on the POBSA website and through boosts on Facebook and email blasts to the POBSA emails. Flyers and save the date cards are printed and distributed to the downtown merchants. Other than possible sponsorships and in-kind donations, there is no income for this event. Expenses are primarily for bags, tissue paper, advertising, printing and copying. Depending on the requirements of the City and State, there may be COVID related expenses as well.

OctoberFest – a weekend in October

For 10 years, the Port Orchard Bay Street Association has hosted the Taste of Port Orchard on Labor Day in September. Due to decreased restaurant participation and because COVID has made staffing difficult for restaurants at this time, the Taste of Port Orchard is not planned for 2021. Instead, on a sunny weekend in October (date to be determined), the Port Orchard Bay Street Association will host an OctoberFest event, encouraging local eateries and breweries to partner for a chili/beer tasting event in downtown Port Orchard. Advertising will be done in both regional and local publications, on the POBSA website and through Facebook posts. A-board signs will be used on the days of the event in both Port Orchard and Bremerton. Save the date cards and flyers are printed and distributed to downtown merchants and to the restaurants participating as well as throughout the Washington State Ferry system. Banners will be placed to be seen by thousands of daily drivers. The participants are drawn from local and out of town visitors. Raffles will be held to capture participant information. The Fathoms O' Fun Court is there to help capture participant information. Income for this event may come in the form of sponsorships. Expenses will be primarily advertising, printing and copying.

Boo Bash on Bay Street/Scarecrow Decorating –traditionally the Saturday before Halloween

Trick or Treat on Bay Street, children's costume contest, Scarecrow Decorating contest. The costume contest will take place at the Port's Gazebo. Awards will be given for a variety of categories/ages. In the past, other organizations such as the Sidney Museum and Arts Association and the Port Orchard Library have held additional events in conjunction with this event. Downtown merchants will provide treats. Flyers and save the date cards are printed and distributed to downtown merchants, Port of Bremerton. Advertising is regional and local, through print and internet media and includes social media boosts, event calendars, etc.. The Scarecrow contest will be active in the Port Orchard Public Market. It is open for anyone in several categories to submit a Scarecrow. Visitors can vote for their favorite Scarecrow. Other than potential sponsorships or in-kind donations of candy, there is no income for this event. Expenses include candy for the merchants, prizes for the contests, advertising, printing and copying.

Holiday on the Bay - Downtown Port Orchard - Chimes & Lights – Thanksgiving to Christmas

The City of Port Orchard sponsors the annual Chimes & Lights Festival in downtown Port Orchard on the first weekend in December. In 2018, the City added the holiday tree contest, which has been very well received and POBSA provides a People's Choice award. In 2019, POBSA combined all of its holiday activities, including Shop Small Saturday, Chimes and Lights, tree decorating, coloring contest, gingerbread contest, holiday wrapping, visits with Santa and more. POBSA merchants stay open later for many of the events. Advertising is in regional and local publications, on the POBSA website and through Facebook boosts. Flyers are printed and distributed to downtown merchants that advertise all holiday happenings in one place. There is no income for these events, other than possible in-kind donations for Shop Small from American Express. Expenses are primarily for advertising, printing and copying.

2021 LTAC Budget - Events

Marketing/Advertising

advertising	\$4,810
Printing/copying	\$1,930
Total Marketing/Advertising	\$6,740

Event Operations:

Awards, bags, tissue paper, security, rental equipment, registration fees, baskets and raffles and miscellaneous supplies	\$4,260
Total Event Operations:	<u>\$4,260</u>

Total Events:	<u>\$11,000</u>
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City of Port Orchard Lodging Tax Application (RCW 67.28.1816)

RECEIVED
JUN 10 2021
CITY OF PORT ORCHARD
CITY CLERKS OFFICE

For Budget Year: 2021	Available Funding: \$47,800	Application Deadline: 06/28/2021, 2021, by 4:00 p.m.
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Applicants may consist of convention and visitors' bureaus, destination marketing organizations, nonprofits, including main street organizations, lodging associates, or chambers of commerce, and additionally the cities or towns themselves.

Please read carefully and include all information. Omitting requested information could result in having your application denied. Keep your answers clear, concise, and to the point of the question. **Do not include presentation materials, as these materials are more appropriate to be used as part of your oral presentation. Do not include brochures or information not related to your project or request.**

Submit completed signed application to the City Clerk's office by the **application deadline listed at the top of this application**. Mailing address: City Clerk's Office, City of Port Orchard, Port Orchard, WA 98366. Email address: cityclerk@cityofportorchard.us.

NO LATE APPLICATIONS WILL BE ACCEPTED. Even if postmarked earlier, applications will not be accepted if received after the application deadline.

1. Applicant Information

Organization Name Saints Car Club					
Street Address 5147 E Collins RD			Mailing Address (if different from street address)		
City Port Orchard	State WA	Zip 98366	City	State	Zip
Phone 360-674-7107	Fax		Name of Executive Director/President Bill Hubbell		

Type of Organization: Nonprofit _____ Government Agency Other _____

Funding Requested for (*choose one*): Marketing and Operations of Events ~~Tourism Marketing~~

Are you a first-time participant? Yes No

2. Applicant Contact Information

Name Keith Woyshnis	Position/Title
Phone 360-674-7107	Email Address kkw56@hotmail.com

3. Overall Event or Project Detail (please attach additional paperwork if needed)

Title The Cruz	
Amount of funding requested \$ 2000.00	Total Overall Event or Project Amount \$9000.00

A. Describe your overall event or project. A one day car show with various venders

B. Describe how your overall event or project will provide a community economic benefit.
By attracting various persons from various communities from all directions of Port Orchard and other states and countrys

C. Please describe how you will measure the impact your overall event or project will have on tourism or projected increase in tourism. Please be specific and provide examples. Our information comes from talking with participants and visitors. They love the event & the city of Port Orchard. They enjoy coming to visit and plan for future visits and will spread the word about our event and our community.

4. Overall Event or Project Budget Summary

A. Describe, and be specific, on what you would spend the requested lodging tax funds on.

Advertizing/Marketing for thr Cruz

B. Income Other Than Lodging Tax (from sponsorships, grants, donation and admission fees)
If you anticipate receiving partial funding for this activity from another source, please list the source(s) approximate amount, and status of funding. Indicate the entry or admission fee if one will be charged.

SOURCE	AMOUNT	Confirmed or Projected? If projected, what is the anticipated receipt date?
Trophy sales	\$ 1800.00	30 days before Cruz
Legacy sponsors	\$ 3100.00	30 days before Cruz
Entry fees	\$ 6000.00	Day of Cruz
T-Shirt sales	\$ 3750.00	Day of Cruz
TOTAL:	\$	

C. Other Expenses of Overall Event or Project (Only complete below boxes that are applicable to your overall event or project that you are seeking funds for.)

	Proposed City (LTAC) Funds	Other Committed Funds	Total
Operations (postage, fuel, permits, etc.)	\$ 0	\$ 0	\$ 0
Event Marketing	\$ 2300.00	\$ 1865.00	\$ 4165.00
Tourism Marketing	\$	\$	\$
Other Activities <i>Explain:</i>	\$	\$	\$
TOTAL COSTS	\$* 2300.00	\$ 1865.00	\$ 4165.00

*City Lodging Tax funds would represent what percentage of your overall budget? 8.16 %

Can you operate this project with reduced funding? Yes No If yes, explain below:

Increase entry fees, sponsorships, etc to offset costs would require more out of pocket from citizens

D. Other Financial Information

Does your overall event or project have provisions (or plans) for becoming less dependent on Lodging Tax funding? (Meaning does the overall event or project have the ability to increase revenue by charging admission, increasing fees, etc.)

If not, what are your challenges of generating new revenues:

5. Estimated Numbers of Increased Tourism

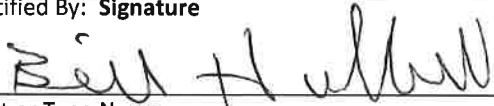
If you received lodging tax funds last year, you must attach last year's reporting

Applicants applying for use of LTAC funds must provide estimates of how it will result in increases in the number of people traveling for business or pleasure on a trip as required by RCW 67.28.1816:

	Projected	Actual ¹	Methodology ¹
Overall Attendance:	20,000		
Attendees who traveled 50 miles or more to attend:			
Total:	80		
Of total, attendees who traveled from another state or country:	10		
Attendees who stayed overnight:			
Paid accommodations:	25		
Unpaid accommodations:	30		
Paid Lodging nights:			
	15		

¹ Actual numbers will be required to be reported to the City in 2022.

The applicant hereby certifies and confirms that it does not now nor will it during the performance of any contract resulting from this proposal unlawfully discriminate against any employee, applicant for employment, client, customer, or other person(s) by reason of race, ethnicity, color, religion, age, gender, national origin, or disability. That it will abide by all relevant local, state, and federal laws and regulations. That it has read and understands the information contained in this application for funding and is in compliance with the provisions thereof, and; that the individual signing below has the authority to certify to these provisions for the applicant organization, and declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, will assure that any funds received as a result of this application are used for the purposes set forth herein, and verifies that all the information contained in this application is valid and true to the best of his/her knowledge.

Certified By: Signature		Date
		6-7-21
Print or Type Name	Title	
Bill Hubbell	Cruz Director	

Any excess funds would be donated to local charitys



City of Port Orchard Lodging Tax Application

(RCW 67.28.1816)

For Budget Year: 2021	Available Funding: \$47,800	Application Deadline: 06/28/2021, 2021, by 4:00 p.m.
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Applicants may consist of convention and visitors' bureaus, destination marketing organizations, nonprofits, including main street organizations, lodging associates, or chambers of commerce, and additionally the cities or towns themselves.

Please read carefully and include all information. Omitting requested information could result in having your application denied. Keep your answers clear, concise, and to the point of the question. **Do not include presentation materials, as these materials are more appropriate to be used as part of your oral presentation. Do not include brochures or information not related to your project or request.**

Submit completed signed application to the City Clerk's office by the **application deadline listed at the top of this application**. Mailing address: City Clerk's Office, City of Port Orchard, Port Orchard, WA 98366. Email address: cityclerk@cityofportorchard.us.

NO LATE APPLICATIONS WILL BE ACCEPTED. Even if postmarked earlier, applications will not be accepted if received after the application deadline.

1. Applicant Information

Organization Name Visit Kitsap					
Street Address 9230 Bayshore Drive			Mailing Address (if different from street address)		
City Silverdale	State WA	Zip 98383	City	State	Zip
Phone	Fax	Name of Executive Director/President			

Type of Organization: Nonprofit 501c6 Government Agency Other _____

Funding Requested for (choose one): Marketing and Operations of Events ~~Tourism Marketing~~

Are you a first-time participant? Yes No

2. Applicant Contact Information

Name Beth Javens	Position/Title Director
Phone 360-908-0088	Email Address beth.javens@visitkitsap.com

3. Overall Event or Project Detail (please attach additional paperwork if needed)

Title Passport to Port Orchard

Amount of funding requested \$ 9500	Total Overall Event or Project Amount \$ 9500
-------------------------------------	-----------------------------------------------

A. Describe your overall event or project. Visit Kitsap would like to create a Port Orchard "city-pass" featuring all Port Orchard retail, museum and lodging, cultural related businesses and organizations also featuring events funded by LTAC.

B. Describe how your overall event or project will provide a community economic benefit.
 A passport to all PO businesses with promotion of VKP on radio social media and proprietary back-end web technology will help bring attention to Bay Street and other businesses and events and foot traffic.

C. Please describe how you will measure the impact your overall event or project will have on tourism or projected increase in tourism. Please be specific and provide examples.
 The proprietary software includes opt-in capabilities and technology that enables VKP to provide reports and check-ins to local businesses. A restaurant might choose to offer a discount or game and VKP will aid in promotion and generate monthly reports for check-ins and earnings.

4. Overall Event or Project Budget Summary

A. Describe, and be specific, on what you would spend the requested lodging tax funds on.
 The LTAC funds enable us to create the Port Orchard passport and obtain the technology, utilize staff time to collaborate with PO businesses to create itineraries and generate reports to both businesses and LTAC. No guess work involved. The digital reports track user opt-ins, also check-ins and earnings.

B. Income Other Than Lodging Tax (from sponsorships, grants, donation and admission fees)
If you anticipate receiving partial funding for this activity from another source, please list the source(s) approximate amount, and status of funding. Indicate the entry or admission fee if one will be charged.

SOURCE	AMOUNT	Confirmed or Projected? If projected, what is the anticipated receipt date?
Washington Tourism Alliance	\$ 1,000	Fall 2021
	\$	
	\$	
	\$	
TOTAL:	\$ 1000	

c. Other Expenses of Overall Event or Project (Only complete below boxes that are applicable to your overall event or project that you are seeking funds for.)

	Proposed City (LTAC) Funds	Other Committed Funds	Total
Operations (postage, fuel, permits, etc.) Start-up and ongoing reporting	\$	\$ 1000	\$
Event Marketing	\$	\$	\$
Tourism Marketing	\$	\$	\$
Other Activities Explain: itinerary creation, content	\$ 9500	\$	\$
TOTAL COSTS	\$* 9500	\$	\$

*City Lodging Tax funds would represent what percentage of your overall budget? 2 %

Can you operate this project with reduced funding? Yes No If yes, explain below:

This funding is necessary for start-up costs and ongoing reporting

d. Other Financial Information

Does your overall event or project have provisions (or plans) for becoming less dependent on Lodging Tax funding? (Meaning does the overall event or project have the ability to increase revenue by charging admission, increasing fees, etc.) There is an opportunity for cost-sharing in 2022 and beyond once the program is built and proven however there are annual licensing fees. If the program doesn't pay for itself in 2021 or show a progress toward economic impact (financial return to businesses, orgs and events) it can be discontinued or rolled into VKP's program.

If not, what are your challenges of generating new revenues:

5. Estimated Numbers of Increased Tourism

If you received lodging tax funds last year, you must attach last year's reporting

Applicants applying for use of LTAC funds must provide estimates of how it will result in increases in the number of people traveling for business or pleasure on a trip as required by RCW 67.28.1816:

	Projected	Actual ¹	Methodology ¹
Overall Attendance:	1000		If funding permits for 2022 we can provide geotracking for accuracy
Attendees who traveled 50 miles or more to attend:			
Total:	350		
Of total, attendees who traveled from another state or country:	75		
Attendees who stayed overnight:			
Paid accommodations:	25		
Unpaid accommodations:	900		
Paid Lodging nights:			

¹ Actual numbers will be required to be reported to the City in 2022.

The applicant hereby certifies and confirms that it does not now nor will it during the performance of any contract resulting from this proposal unlawfully discriminate against any employee, applicant for employment, client, customer, or other person(s) by reason of race, ethnicity, color, religion, age, gender, national origin, or disability. That it will abide by all relevant local, state, and federal laws and regulations. That it has read and understands the information contained in this application for funding and is in compliance with the provisions thereof, and; that the individual signing below has the authority to certify to these provisions for the applicant organization, and declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, will assure that any funds received as a result of this application are used for the purposes set forth herein, and verifies that all the information contained in this application is valid and true to the best of his/her knowledge.

Certified By: Signature <i>Beth Javens</i>		Date 6-28-2021
Print or Type Name Beth Javens	Title Director	



City of Port Orchard Lodging Tax Application

(RCW 67.28.1816)

For Budget Year: 2021	Available Funding: \$47,800	Application Deadline: 06/28/2021, 2021, by 4:00 p.m.
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Applicants may consist of convention and visitors’ bureaus, destination marketing organizations, nonprofits, including main street organizations, lodging associates, or chambers of commerce, and additionally the cities or towns themselves.

Please read carefully and include all information. Omitting requested information could result in having your application denied. Keep your answers clear, concise, and to the point of the question. **Do not include presentation materials, as these materials are more appropriate to be used as part of your oral presentation. Do not include brochures or information not related to your project or request.**

Submit completed signed application to the City Clerk’s office by the **application deadline listed at the top of this application**. Mailing address: City Clerk’s Office, City of Port Orchard, Port Orchard, WA 98366. Email address: cityclerk@cityofportorchard.us.

NO LATE APPLICATIONS WILL BE ACCEPTED. Even if postmarked earlier, applications will not be accepted if received after the application deadline.

1. Applicant Information

Organization Name Visit Kitsap						
Street Address 9230 Bayshore Drive				Mailing Address (if different from street address)		
City Silverdale	State WA	Zip 98027	City	State	Zip	
Phone 360-908-0088	Fax	Name of Executive Director/President Beth Javens				

Type of Organization: Nonprofit 501c6 Government Agency Other _____

Funding Requested for (choose one): Marketing and Operations of Events ~~Tourism Marketing~~

Are you a first-time participant? Yes No

2. Applicant Contact Information

Name Beth Javens	Position/Title Director
Phone 360-908-0088	Email Address beth.javens@visitkitsap.com

3. Overall Event or Project Detail (please attach additional paperwork if needed)

Title Ride the Tide Rendezvous	
Amount of funding requested \$ 2500	Total Overall Event or Project Amount \$ 5000

A. Describe your overall event or project.

Ride the Tide annual rendezvous commences in Tracyton boat launch and ends after a paddle through the Port Washington Narrows on the beach at Port Orchard. This year attendees approached 100 and professional still and drone photography was captured where permissible in Port Orchard at the Farmers Market. Visitors were provided with incentives to stay and purchase food from the Farmers Market or other items. In addition some visit Bay Street businesses as they are given an extra hour and a half to explore after the paddle.

B. Describe how your overall event or project will provide a community economic benefit.

Ride the Tide provides regional publicity to Port Orchard showcasing access to the Kitsap Peninsula Water Trails. It provides the local farmers market with visibility and economic impact to the market and other neighboring businesses after the paddle. VKP had a tent at the 2021 event with nearly 500 VKP and KPWT maps and brochures taken by patrons.

C. Please describe how you will measure the impact your overall event or project will have on tourism or projected increase in tourism. Please be specific and provide examples.

VKP promoted Ride the Tide on KNKX and KUOW as well as featuring it in print media with top of mind advertising in publications for 20,000 circulation in Washington (Yakima/Tri Cities), Oregon Welcome Centers.

4. Overall Event or Project Budget Summary

A. Describe, and be specific, on what you would spend the requested lodging tax funds on.

The event concluded in June. Registration for paddlers, promotion of KPWT, assistance with information on Port Orchard and the PO Farmers Market boot, maps marketing, advertising and photography for the event with nearly 300,000 gross impressions on Public Radio

B. Income Other Than Lodging Tax (from sponsorships, grants, donation and admission fees)

If you anticipate receiving partial funding for this activity from another source, please list the source(s) approximate amount, and status of funding. Indicate the entry or admission fee if one will be charged.

SOURCE	AMOUNT	Confirmed or Projected? If projected, what is the anticipated receipt date?
Washington Tourism Alliance	\$ 250	Fall 2021
Olympic Outdoor	\$ 350	Processed
	\$	
	\$	
TOTAL:	\$ 600	

c. Other Expenses of Overall Event or Project (Only complete below boxes that are applicable to your overall event or project that you are seeking funds for.)

	Proposed City (LTAC) Funds	Other Committed Funds	Total
Operations (postage, fuel, permits, etc.)	\$ 500	\$	\$ 500
Event Marketing	\$	\$	\$
Tourism Marketing	\$ 2000	\$	\$ 2000
Other Activities <i>Explain:</i>	\$	\$	\$
TOTAL COSTS	\$* 2500	\$	\$ 2500

*City Lodging Tax funds would represent what percentage of your overall budget? Less than 1 %

Can you operate this project with reduced funding? Yes No If yes, explain below:

d. Other Financial Information

Does your overall event or project have provisions (or plans) for becoming less dependent on Lodging Tax funding? (Meaning does the overall event or project have the ability to increase revenue by charging admission, increasing fees, etc.) We have demonstrated various sources that have contributed to the event

If not, what are your challenges of generating new revenues:

5. Estimated Numbers of Increased Tourism

If you received lodging tax funds last year, you must attach last year's reporting

Applicants applying for use of LTAC funds must provide estimates of how it will result in increases in the number of people traveling for business or pleasure on a trip as required by RCW 67.28.1816:

	Projected	Actual ¹	Methodology ¹
Overall Attendance:	100	70	Registration
Attendees who traveled 50 miles or more to attend:			
Total:	50	50	Registration
Of total, attendees who traveled from another state or country:	0		
Attendees who stayed overnight:			
Paid accommodations:	3	3	Asked upon registration
Unpaid accommodations:	97		
Paid Lodging nights:	2	2	Asked upon registration

¹ Actual numbers will be required to be reported to the City in 2022.

The applicant hereby certifies and confirms that it does not now nor will it during the performance of any contract resulting from this proposal unlawfully discriminate against any employee, applicant for employment, client, customer, or other person(s) by reason of race, ethnicity, color, religion, age, gender, national origin, or disability. That it will abide by all relevant local, state, and federal laws and regulations. That it has read and understands the information contained in this application for funding and is in compliance with the provisions thereof, and; that the individual signing below has the authority to certify to these provisions for the applicant organization, and declares that he/she is an authorized official of the applicant organization, is authorized to make this application, is authorized to commit the organization in financial matters, will assure that any funds received as a result of this application are used for the purposes set forth herein, and verifies that all the information contained in this application is valid and true to the best of his/her knowledge.

Certified By: Signature		Date
<i>Beth Javens</i>		6-28-2021
Print or Type Name	Title	
Beth Javens	Director	

RECEIVED
 JUL - 1 2021
 CITY OF PORT ORCHARD
 CITY CLERKS OFFICE

3. Overall Event or Project Detail (please attach additional paperwork if needed)

Title	The Cruz	
Amount of funding requested	\$ 3,500 ⁰⁰	Total Overall Event or Project Amount \$9000.00

A. Describe your overall event or project. A one day car show with various vendors

B. Describe how your overall event or project will provide a community economic benefit.
 By attracting various persons from various communities from all directions of Port Orchard and other states and countrys

C. Please describe how you will measure the impact your overall event or project will have on tourism or projected increase in tourism. Please be specific and provide examples. Our information comes from talking with participants and visitors. They love the event & the city of Port Orchard. They enjoy coming to visit and plan for future visits and will spread the word about our event and our community.

4. Overall Event or Project Budget Summary

A. Describe, and be specific, on what you would spend the requested lodging tax funds on.

Advertizing/Marketing for thr Cruz
 FLAGGERS FOR TRAFFIC CONTROL

B. Income Other Than Lodging Tax (from sponsorships, grants, donation and admission fees)
 If you anticipate receiving partial funding for this activity from another source, please list the source(s) approximate amount, and status of funding. Indicate the entry or admission fee if one will be charged.

SOURCE	AMOUNT	Confirmed or Projected? If projected, what is the anticipated receipt date?
Trophy sales	\$ 1800.00	30 days before Cruz
Legacy sponsors	\$ 3100.00	30 days before Cruz
Entry fees	\$ 6000.00	Day of Cruz
T-Shirt sales	\$ 3750.00	Day of Cruz
TOTAL:	\$	



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 7D
Subject: Approval of a Contract with CodePros, LLC
for Building Department and Building
Inspection Services

Meeting Date: July 13, 2021
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: NA
Atty Review Date: July 7, 2021

Summary: The City relies on consultants to support the Building Department for plan review and inspection services under the City's building codes. On April 13, 2021, the City DCD used its consultant roster hosted by MRSC to select a consultant for personal services, under a main category of Building Department Services and a subcategory of Building Inspection Services. After reviewing statements of qualification posted on the roster, the City selected CodePros, LLC and requested a scope and fee structure for Building Department services.

A contract was negotiated for an amount not to exceed \$140,000 through 2022. The scope provides for a variety of services and the fee structure varies depending on the service provided. The fee schedule is attached to the contract as Exhibit B. It is unlikely that the City will reach the contract amount prior to the end of 2022 but given permitting volumes and the City's targets for time periods in which to turn around building permit applications, the contract does provide flexibility to allow the City to maintain levels of service. There is currently a considerable backlog of building permits awaiting review due to the retirement of the City's building inspector and delays in hiring a new building official.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends approval of a contract with CodePros LLC as presented.

Motion for consideration: "I move to approve a contract with CodePros LLC as presented."

Fiscal Impact: The contract is not to exceed \$140,000 during the biennium. The Building Department budget is healthy because the building official position remained unfilled for the first 6.5 months of the year. When the contract is used, it will be because there is a corresponding building permit or plan review revenue.

Alternatives: None.

Attachments: Contract.

CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the ____ day of _____ 20__, 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 CodePros, a limited liability company, organized under the laws of the State of Washington, doing business at:

P.O. Box 185
Allyn, WA 98524 (hereinafter the "CONSULTANT")

Contact: Michael Barth, M.P.C. Phone: 360-801-0543 E-mail: mbarth@codeproswa.com

for professional, supplemental building department services.

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work.

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

B. As set out on Exhibit A, the City authorizes the Consultant to perform plan reviews and inspections of buildings and structures within the incorporated boundaries of the City based upon the

Washington State Building Codes; and any other adopted codes and state and local amendments, or applicable State and Federal requirements, and other City adopted regulations, standards, and requirements related to building construction (collectively, the “City’s Codes”).

3. **Terms.** The initial term of this Agreement shall be for one year, beginning January 1, 2021 (“Initial Term”). The Agreement shall automatically renew for an additional one year term (“Renewal Term”), unless earlier terminated pursuant to the provisions of this Agreement. Prior to the expiration of the Renewal Term, the City and the Consultant may negotiate an additional extension of the Agreement, which may be executed as an amendment to this Agreement with City Council approval.

4. **Compensation.**

OTHER. _____
In consideration of the Consultant providing such services, the City shall pay the Consultant for the services performed in accordance with the fee schedule included herein as “Exhibit B – Fee Schedule for Building Department Services Provided by CodePros”. Fees will be billed and submitted by the Consultant to the City on a monthly basis, as described in Section 5 below. The total compensation for services under this contract shall not exceed \$140,000.

Consistent with Exhibit B, plan review and permit fees shall be based on project valuation as determined by the City and shall be defined as the total value of all construction work for which the permit is issued and shall include but not be limited to: all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, permanent equipment, architectural/engineering services and contractors profit. The valuation shall be, at a minimum, as determined by utilizing the most recently published “Square Foot Construction Costs” table published by the International Code Council in its “Building Safety Journal” magazine. Building permit fees are based on the fee schedule adopted by the City of Port Orchard in Ordinance _____. Plan Review fees shall be established as 65% of the permit fee.

The compensation set forth in Exhibit B is inclusive of all costs of any nature associated with the Company’s efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, expenses, and outside consultant or subcontractor fees. As the Company is an independent contractor, the Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing inspection services for the Municipality under this Agreement.

5. **Payment.**

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

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

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

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

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

6. Discrimination and Compliance with Laws

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

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

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

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

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

employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

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

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

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

D. Suspension or Termination. Either party to this Agreement may suspend or terminate this Agreement upon thirty (30) days written notice to the other party. Any reimbursement for expenses incurred due to a suspension shall be limited to the Consultant's reasonable expenses and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when a suspension period ends.

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

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

10. Ownership of Work Product.

A. All data, materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at

its request and may be used by the City as it sees fit. Upon termination of this Agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City. Any reuse or modification of such documents, reports or other material or work of the Consultant for purposes other than those intended by the Consultant in its scope of services under this Agreement shall be at the City's risk.

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

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

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

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

If any cause, claim, or administrative proceeding is commenced in which the enforceability and/or validity of any City ordinance, rule or regulation is at issue, the City shall defend the claims at its sole expense and if judgment is entered or damages are awarded for those claims against the Consultant, the City shall satisfy the same, including all chargeable costs and attorney fees attributed to those claims, except for injuries or damages caused by the sole negligence of the Consultant.

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

Robert Putaansuu
Mayor
216 Prospect Street
Port Orchard, WA 98366

Phone: 360.876.4407
Fax: 360.895.9029

CONSULTANT
CodePros, LLC, Attn: Michael Barth
Building Official/Managing Member
P.O. Box 185
Allyn, WA 98524
Phone: 360-801-0543
E-mail:mbarth@codeproswa.com

16. Resolution of Disputes and Governing Law.

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

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

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the

substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

17. General Provisions.

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

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

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

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

18. Title VI

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

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

1. **Compliance with Regulations:** The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or

indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Exhibit C, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

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

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

CITY OF PORT ORCHARD,
WASHINGTON

CONSULTANT

By: _____
Robert Putaansuu, Mayor

By: _____

ATTEST/AUTHENTICATE:

Name: Michael Barth

By: _____

Title: Managing Member

Brandy Rinearson, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Charlotte A. Archer, City Attorney

Exhibit C

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

Pertinent Non-Discrimination Authorities:

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

EXHIBIT A

Scope of Work/List of Services Provided by CodePros, LLC for the City of Port Orchard, WA CodePros Professional Services Agreement dated _____, 2021.

Note: This list of services can be updated and amended as necessary to ensure the City's needs are met and the services provided satisfy the City, property owners, and the building community.

Plan Review services provided as part of the agreement

Perform plan review on select building projects in the City on a non-exclusive, as-needed basis as requested by the City's building official or administrator. These may include any type of construction project, such as, without limitation: single-family residential construction; multi-family residential construction; new commercial, industrial, and institutional construction; as well as tenant improvements and/or remodeling projects in any existing buildings.

Building plan review will, as directed by City staff, include review of foundation systems, structural systems, plumbing and mechanical systems and energy code provisions to determine compliance with the Washington State Building Code, along with the Plumbing, Mechanical, Fuel-Gas and Energy Codes, and any local amendments adopted by the City of Port Orchard. Follow-up plan review of corrections of identified items is included.

Plan Review turn-around time-frame targets are as follows:

Project Size based on Valuation:	Plan Review Turnaround time to first comments:	Goal
IRC Residential Projects	10 working days	95%
IBC Small Commercial Project (Valuation less than \$1M)	15 working days	95%
IBC Large Commercial Project (Valuation \$1M to \$10M)	20 working days	99%
IBC Exceptionally Large Project (Valuation greater than \$10M)	25 working days	99%

Other Services provided as part of the agreement:

- Provide code interpretations and professional opinions as requested by the City
- On-call building inspections as requested by the City (minimum 48 hours notice)
- Communicate and coordinate efforts with professional partner employees, service providers, and other jurisdiction staff, elected officials and other agencies
- Provide regular status and activity reports
- Maintain proper legal records, provide document storage, and respond to public disclosure records requests

By acceptance of the Professional Service Agreement and Exhibits A & B, the City hereby authorizes the Consultant to perform supplemental building plan review services and/or building and structure inspections services within the incorporated boundaries of the City on an *as-needed, non-exclusive* basis as directed by City staff based upon the Washington State Building Codes and any other adopted codes and state and local amendments, or applicable State and Federal requirements, and other City adopted regulations, standards, and requirements related to building construction (collectively, the "City's Codes").

EXHIBIT B

Fee Schedule for Building Department Services by CodePros, LLC. for the City of Port Orchard.

CodePros Services Agreement dated _____, 2021.

CodePros' Plan Review Service Fees:

- | | |
|-----------------------------------------------------------------|--------------------------|
| ○ Building Plan Review Service Fee (Commercial > \$1M) | 55% of City's review fee |
| ○ Building Plan Review Service Fee (Commercial = < \$1M) | 60% of City's review fee |
| ○ Building Plan Review Service Fee (New 1-2 Family Residential) | 65% of City's review fee |
| ○ Building Plan Review Service Fee (Other Residential) | 75% of City's review fee |
| ○ Attendance of Pre-Ap conference for projects > \$1M valuation | no charge |
| ○ Attendance of Pre-Ap conference for projects =<\$1M valuation | \$50.00 per hour |
| ○ Fire Code Plan Review | \$80.00 per hour |

(Plan review and permit fees that are the basis of this agreement shall be based on the fee schedule as adopted by the City of Port Orchard, utilizing the fee table as shown in the city's adopted fee resolution (034-20), as of the date of this agreement. Plan Review fees are established as 65% of the permit fee. Project valuations shall be defined as the total value of all construction work for which the permit is issued, and shall include but not be limited to: roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and permanent equipment. The valuation shall be, at a minimum, as determined by utilizing the most recently published "Square Foot Construction Costs" table published by the International Code Council in its "Building Safety Journal" magazine.)

Other Fees:

- | | |
|---------------------------------------------------------------------------------------------------|-------------------------------------|
| ○ Supplemental On-Call building inspections | \$70.00 per hour |
| ○ Project Support (upon specific request of jurisdiction) | 65% of City's review & permit fee |
| ○ Inspections outside of business hours | \$120.00 per hour, (2 hour minimum) |
| ○ Investigative Services and/or testimony | \$150.00 per hour |
| ○ Code Enforcement Activities (as requested by City) | \$95.00 per hour |
| ○ Code consultation and/or code interpretation,
not associated with plan review services above | \$80.00 per hour |
| ○ Analysis of alternate methods and/or materials | \$80.00 per hour |
| ○ Structural engineering review by P.E. (projects<\$4M) | (actual costs) |
| ○ Structural engineering review by P.E. (projects>\$4M) | no additional charge |

Terms:

CodePros bills for the previous month, by the third business day of the month, payable within 30 days. Plan review: 60% of fee due upon first comments, the remaining 40% upon completion of the final review. If billing discrepancies are identified by the City, such discrepancy shall be brought to the attention of the Company prior to the payment due date.



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7E</u>	Meeting Date:	<u>July 13, 2021</u>
Subject:	<u>Approval of Amendment No. 2 to</u>	Prepared by:	<u>Mark Dorsey, P.E.</u>
	<u>Contract No. 090-20 with Murraysmith,</u>		<u>Public Works Director</u>
	<u>Inc. for the Continuation of the 2020-21</u>	Atty Routing No:	<u>366922.009 – PW</u>
	<u>McCormick Village Park Splash Pad</u>	Atty Review Date:	<u>July 8, 2021</u>
	<u>Retrofit Project</u>		

Summary: On December 15, 2020, the Port Orchard City Council approved Contract No. C090-20 with Murraysmith, Inc. for the 2020-2021 McCormick Village Park Splash Pad Retrofit Value Engineering (VE) of the Land Expressions, Inc. Splash Pad Retrofit Ad Ready Design (the “Project”). Land Expressions, Inc. prepared the original design for the Project, but because of the high cost of that design, the City sought the Value Engineering (VE) of the Project to bring down costs. The results of the VE process reduced the Land Expressions, Inc. estimate for the Project from approximately \$500K to \$200K. However, due to the expansive scope of the Value Engineering and associated proposed addendum to the original design, Land Expressions, Inc. objected to the modification of its original design via a Murraysmith, Inc. Addendum. In order to expedite the Project, the City has prepared Amendment No. 2 to Murraysmith, Inc. Contract No. C090-20 to incorporate additional scope and budget in the amount of \$48,711. This Amendment will result in a complete Murraysmith, Inc. Ad Ready Design for the McCormick Village Park Splash Pad Retrofit Project.

Recommendation: Staff recommends authorizing the Mayor to execute Amendment No. 2 to Contract No. C090-20 with Murraysmith, Inc. in the amount of \$48,711 for the preparation of the 2020-2021 McCormick Village Park Splash Pad Retrofit Ad Ready Design.

Relationship to Comprehensive Plan: Chapter 4 - Parks

Motion for Consideration: I move to authorize the Mayor to execute Amendment No. 2 to Contract No. C090-20 with Murraysmith, Inc. in the amount of \$48,711 for the preparation of the 2020-2021 McCormick Village Park Splash Pad Retrofit Ad Ready Design.

Alternatives: None

Fiscal Impact: Funding provided within the 2021-2022 Biennial Budget.

Attachments: Amendment No. 2 (incl. Attachment A - Murraysmith, Inc. Proposal dated 6/29/2021).

**Amendment No. 2 to
City of Port Orchard Professional Services Agreement**

Project Title: 2020-2021 McCormick Village Park Splash Pad Retrofit Value Engineering Project

Amendment No. 1 documents the changes to the scope of work and budget referenced in the Agreement between the City and Murraysmith, dated December 15, 2020.

Scope of Work

The Consultant will provide drawings and specifications for bidding the revised design of the splash pad as issued by Murraysmith and its subconsultants, and provide services during construction including submittal review, replies to requests for information, start up and permitting.

Budget

The budget for Amendment No. 2 is provided in Attachment A in the total amount of \$48,711.

Schedule

The Contract schedule is unchanged from Amendment No. 1.

City of Port Orchard

Name (please print)

Title

Date



Consultant Signature

__Lee Odell, PE_____
Name (please print)

__Principal Engineer_____
Title

__06/29/2021_____
Date

**Attachment A
Budget for Amendment 2
City of Port Orchard Professional Services Agreement**

Project Title: 2020-2021 McCormick Village Park Splash Pad Retrofit Value Engineering Project

		Total
Port Orchard McCormick Woods Splash Pad Redesign		
Staff Name		
Task 1 -	Project Management	
Task 1.1 -	Meetings	\$ 1,380
Task 1.2 -	Invoices	\$ 356
Task 1.3 -	Monthly reports	\$ 356
Task 1 Subtotal		\$ 2,092
Task 2 -	Drawing updates	
Task 2.1 -	Civil	\$ 3,804
Task 2.2 -	Mechanical	\$ 3,804
Task 2.3 -	Electrical	\$ 23,883
Task 2.4 -	Structural	\$ 8,648
Task 2 Subtotal		\$ 40,139
Task 3 -	Construction Services	
Task 3.1 -	Submittal Reviews	\$ 1,080
Task 3.2 -	RFIS	\$ 1,080
Task 3.3 -	O&M	\$ 1,080
Task 3.4 -	Start up	\$ 2,160
Task 3.5 -	Permitting	\$ 1,080
Task 3 Subtotal		\$ 6,480
TOTAL - ALL TASKS		\$ 48,711

CITY OF PORT ORCHARD

Authorization for Amendment No. 2

Date: <u>July 13, 2021</u> Project: <u>Splash Pad VE Project</u> Contract / Job # <u>C090-20</u>	Contractor: <u>MurraySmith, Inc.</u> <u>600 University Street, Suite 300</u> <u>Seattle, WA 98101</u>
-----------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------

THIS CHANGE ORDER AUTHORIZES ADDITIONAL SCOPE AND BUDGET AS REQUIRED TO PREPARE THE REVISED, COMPLETE AD-READY DOCUMENTS FOR THE SPLASH PAD RETROFIT. THIS WORK IS REQUIRED BECAUSE OF LAND EXPRESSIONS, INC. REMOVING THEMSELVES FROM THE PROJECT, POST-VE RESULTS.

Contract History					
	Amount	Sales Tax	Total	Date	Appvd by
Original Contract	\$24,180.00	\$0.00	\$24,180.00	15-Dec-20	Council
Amendment 1	\$0.00	\$0.00	\$0.00	29-Mar-21	PW Director
Amendment 2	\$48,711.00	\$0.00	\$48,711.00	13-Jul-21	Council
			\$0.00		
			\$0.00		
Total Contract	\$72,891.00	\$0.00	\$72,891.00		

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

Contractor Approval Signature

Public Works Director/City Engineer

Printed Name & Title

MARK R. DORSEY, P.E.

Printed Name

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

Approved: _____
Mayor

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

Attest: _____
City Clerk

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

Council Approval Date



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366

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Agenda Staff Report

Agenda Item No.:	<u>Business Item 7F</u>	Meeting Date:	<u>July 13, 2021</u>
Subject:	<u>Approval of Awarding the Responsive Bidder and Authorize the Mayor to Execute an Agreement for the City's Official Newspaper</u>	Prepared by:	<u>Brandy Rinearson, MMC City Clerk</u>
		Atty Routing No:	<u>Matter 5 - Clerk</u>
		Atty Review Date:	<u>July 9, 2021</u>

Summary: RCW 35A.40.210 and 35.23.352(7) requires each city or town designate an Official City Newspaper of general population less than 20,000. The newspaper shall be of general circulation within the city or town and shall have been published regularly, at least once a week. Request for Newspaper Publication Services was noticed and published on June 10 and June 14, 2021, with bids being received no later than 1:00pm on June 18, 2021.

The City received the following bids:

Kitsap Sun:

Cost per single line	\$1.96
----------------------	--------

Circulation Numbers:

City of Port Orchard (within city limits)	1,011
South Kitsap Urban Growth Area	1,797

Port Orchard Independent:

Cost per single line	\$1.90
----------------------	--------

Circulation Numbers:

City of Port Orchard (within city limits)	1528
South Kitsap Urban Growth Area	1528

In reviewing the bids submitted, it was determined that the Port Orchard Independent's submission contained a material inaccuracy regarding circulation. As a result, the submission has been disqualified as non-responsive. Therefore, the only responsive bid is Kitsap Sun.

Recommendation: Staff recommends authorizing the Mayor to execute a contract with Kitsap Sun as the City's Official Newspaper, as they are the only responsive bidder.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to authorize the Mayor to execute an agreement with Kitsap as the City's Official Newspaper as presented.

Fiscal Impact: Funds have been designated for publications as part of the 2021/2022 Biennial Budget.

Alternatives: None.

Attachments: Resolution and Bid documents.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,
DESIGNATING KITSAP SUN AS THE CITY'S OFFICAL NEWSPAPER OF
RECORD IN ACCORDANCE TO RCW 65.16**

WHEREAS, pursuant to RCW 35A.21.230, each code city shall designate a qualified official newspaper by resolution, and the qualifications for a legal newspaper are set out in RCW 65.16.020;

WHEREAS, pursuant to RCW 35.23.352(8) and RCW 35A.21.230, the City of Port Orchard, as a non-charter code city with a population under 20,000, the City must select its official newspaper of record by formal bid and the contract shall be awarded to the lowest responsible bidder; and

WHEREAS, the City's current newspaper of record, selected via competitive bidding, is the Kitsap Sun; and

WHEREAS, in Mid-June 2021, the City solicited bids for its newspaper of record, and received two responses, from Kitsap Sun and Port Orchard Independent which both are a qualified paper under RCW 65.16.020; and

WHEREAS, in reviewing the bids submitted, it was determined that the Port Orchard Independent's submission contained a material inaccuracy regarding circulation. As a result, the submission has been disqualified as non-responsive; and

WHEREAS, the City Council desires to select Kitsap Sun as the City's Official newspaper of record as they meet the criteria outlined in RCW 65.16 are is the only responsive bidder; 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 hereby accepts the bid received by Kitsap Sun in response to the City's call for bids for the official newspaper.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 13th day of July 2021.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk



City of Port Orchard

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

RECEIVED

JUN 11 2021

CITY OF PORT ORCHARD
CITY CLERKS OFFICE

BID FORM

ALL INTERESTED BIDDERS MUST COMPLETE AND SUBMIT THE FOLLOWING:

\$ 1.96 per single line (including applicable sales tax).

What are your paid circulation numbers within City limits, as well as inside the Port Orchard Urban Growth Area:

1011 Circulation Number within City limits

1797 Circulation Number within the Port Orchard Urban Growth Area
(Zip Codes 98366 and 98367)

Audited circulation? Yes No

Confirm you publish in hard-copy at least once a week? Yes No

Confirm you are equipped to provide an original Affidavit of Publication? Yes No

The undersigned states that he or she is authorized to submit a bid on behalf of the corporation, partnership, or sole proprietorship listed below and further states that the corporation, partnership, or sole proprietorship is bound by the above offer.

Name of Legal Newspaper: Kitsap Sun

Signed: *Tara Hamm* Title: Director

Typed or printed Name: Tara Hamm

Address: 545 5th St City/State/Zip: Bremerton, WA 98337

866-431-8665,

Telephone Number: legal team 360-792-3333 opt 3 Date: 6/10/2021

Email: thamm@gannett.com legal submission: legals@kitsapsun.com



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

RECEIVED

JUN 18 2021

CITY OF PORT ORCHARD
 CITY CLERKS OFFICE

12:16 PM

BID FORM

ALL INTERESTED BIDDERS MUST COMPLETE AND SUBMIT THE FOLLOWING:

\$ 1.90 per single line (including applicable sales tax).

What are your paid circulation numbers within City limits, as well as inside the Port Orchard Urban Growth Area:

1528 Circulation Number within City limits

1528 Circulation Number within the Port Orchard Urban Growth Area
 (Zip Codes 98366 and 98367)

Audited circulation? _____ Yes X No

Confirm you publish in hard-copy at least once a week? X Yes _____ No

Confirm you are equipped to provide an original Affidavit of Publication? X Yes _____ No

The undersigned states that he or she is authorized to submit a bid on behalf of the corporation, partnership or sole proprietorship listed below and further states that the corporation, partnership, or sole proprietorship is bound by the above offer.

Name of Legal Newspaper: Port Orchard Independent

Signed: Eran Kennedy Title: Regional Advertising Director

Typed or printed Name: Eran Kennedy

Address: 921 Hildebrand Lane #202 City/State/Zip: Bainbridge Island, WA, 98382

Telephone Number: 360-779-4464 Date: June 18, 2021

Email: ekennedy@soundpublishing.com

Official Newspaper Bid Form and Specs. 2021/2022 Page 1 of 1



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of June 22, 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	Absent
Councilmember Chang	Present via Remote Access
Councilmember Clauson	Present via Remote Access
Councilmember Cucciardi	Present via Remote Access
Councilmember Diener	Present via Remote Access
Councilmember Lucarelli	Present via Remote Access
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, 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 YouTube.

A. PLEDGE OF ALLEGIANCE

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

2. APPROVAL OF AGENDA

Mayor Putaansuu mentioned the agenda will need to be revised to include an emergency order related to repairs to a sewer lift station.

MOTION: By Councilmember Clauson, seconded by Councilmember Rosapepe, to add this emergency resolution or ordinance to our agenda.

City Attorney Archer recommends an executive session to proceed this item.

In response to Councilmember Chang, Mayor Putaansuu noted we could hold an executive session before Business Item 7G [Approval of a Road Closure for a Special Event].

Mayor Putaansuu recommended reordering the agenda so Business Items G and J are done at the same time, and move Business Items H and I ahead of G and J.

Councilmember Clauson would like to add the agenda reorder to his motion. Councilmember Rosapepe agreed.

AMENDED MOTION: By Councilmember Clauson, seconded by Councilmember Rosapepe, to add this emergency resolution or ordinance to the agenda, to move Business Items G and J together, and to move Business Items H and I before G and J.

The motion carried.

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

The motion carried.

3. CITIZENS COMMENTS

There were no citizen comments.

4. CONSENT AGENDA

- A.** Approval of Voucher Nos. 82185 through 82268 including bank drafts in the amount of \$199,601.00 and EFT's in the amount of \$90,901.18 totaling \$290,502.18.
- B.** Approval of Payroll Check Nos. 82181 through 82184 including bank drafts and EFT's in the amount of \$160,086.89, and Direct Deposits in the amount of \$191,455.21 totaling \$351,542.10.
- C.** Adoption of a Resolution Declaring Certain Equipment as Surplus and Authorizing its Disposition (**Resolution No. 045-21**)
- D.** Adoption of a Resolution Approving an Interlocal Agreement with the City of Forks for Jail Services (**Resolution No. 046-21** and **Contract No. 071-21**)
- E.** Approval of an Easement to Dale and Jacqueline Morris
- F.** Excusal of Councilmember Ashby Due to Personal Obligations

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

The motion carried.

5. PRESENTATION

There were no presentations.

6. PUBLIC HEARING

There were no public hearings.

7. BUSINESS ITEMS

A. Adoption of an Ordinance Approving the Final Downtown Subarea Plan and Proposed Amendments to the Comprehensive Plan and Development Regulations

MOTION: By Councilmember Diener, seconded by Councilmember Clauson, to adopt an ordinance adopting the Downtown Subarea Plan and the proposed amendments to the Comprehensive Plan and development regulations, as presented.

**The motion carried.
(Ordinance No. 030-21)**

B. Adoption of an Ordinance Establishing a Planned Action for the Downtown Subarea Plan

MOTION: By Councilmember Diener, seconded by Councilmember Rosapepe, to adopt an ordinance establishing a Planned Action for the Downtown Subarea Plan, as presented.

**The motion carried.
(Ordinance No. 031-21)**

C. Adoption of an Ordinance Amending the 2021-2022 Biennial Budget Salary Table

MOTION: By Councilmember Clauson, seconded by Councilmember Cucciardi, to adopt an ordinance, amending Exhibit A to Ordinance No. 035-20, as amended by Ordinance No. 015-21, the 2021 – 2022 Biennial Budget for the City of Port Orchard.

**The motion carried.
(Ordinance No. 032-21)**

D. Adoption of an Ordinance Authorizing Positions of Human Resources Specialist and Assistant Planner

MOTION: By Councilmember Cucciardi, seconded by Councilmember Clauson, to adopt an ordinance authorizing the creation of the positions of Human Resources Specialist and Assistant Planner and authorizing the Mayor to develop job descriptions consistent with the attached general qualifications and duties set out in the Ordinance.

**The motion carried.
(Ordinance No. 033-21)**

E. Adoption of a Resolution Approving a Contract with Hugh G. Goldsmith & Associates, Inc. for the Preparation of a Legal Description and Sketch for Use in a Water Main Easement at McCormick Village Park

MOTION: By Councilmember Lucarelli, seconded by Councilmember Diener, to adopt Resolution No. 041-21, thereby approving Contract No. C065-21 with Hugh G. Goldsmith & Associates, Inc. in the amount of \$3,500 for the preparation of the legal description and survey for a Water Main Easement at McCormick Village Park.

The motion carried.

F. Adoption of a Resolution Approving a Contract with Westmark Construction, Inc. for the Library Exterior/Interior Wall Repair Project

MOTION: By Councilmember Chang, seconded by Councilmember Lucarelli, to adopt Resolution No. 039-21, authorizing the Mayor to execute Contract No. C061-21 with Westmark Construction Inc. for the Library Exterior/Interior Wall Repair Project in the amount of \$22,177.05 (applicable tax included).

The motion carried.

G. Approval of a Road Closure for a Special Event

MOTION: By Councilmember Diener, seconded by Councilmember Clauson, to approve the road closure for the Yukon Do It Summer Edition taking place on July 11, 2021, conditioned upon the applicant satisfying all the Police Chief's safety concerns.

The motion carried.

H. Approval of the June 8, 2021, City Council Meeting Minutes

MOTION: By Councilmember Diener, seconded by Councilmember Diener, to approve the Council meeting minutes for the regular meeting on June 8, 2021.

The motion carried.

At 7:16, p.m., Mayor Putaansuu recessed the meeting for a 20-minute executive session pursuant to RCW 42.30.110(1)(i) to discuss legal risks of a proposed action. Public Works Director Dorsey, Utilities Manager J. Brown, and City Attorney Archer were invited to attend, and City Attorney Archer noted action will follow.

At 7:36 p.m., Mayor Putaansuu reconvened the meeting back into session.

I. Approval of a Purchase and Sale Agreement for Real Property

MOTION: By Councilmember Cucciardi, seconded by Councilmember Clauson, to authorize the Mayor to execute a Purchase and Sale Agreement for purchase of real property for the South Kitsap Community Events Center from Kitsap Bank.

The motion carried.

(Contract No. 070-21)

J. NEW ITEM: Resolution for Emergency Pottery Sewer Lift Station

MOTION: By Councilmember Clauson, seconded by Councilmember Rosapepe, to authorize the approval of a resolution of the City of Port Orchard formally declaring the existence of an emergency related to the repair of the Pottery Sewer Lift Station and authorize application for emergency funding.

The motion carried.

(Resolution No. 044-21)

8. DISCUSSION ITEMS (No Action to be Taken)

There were no discussion items.

9. REPORTS OF COUNCIL COMMITTEES

Councilmember Cucciardi reported on the June 14th Economic Development and Tourism Committee meeting.

Mayor Putaansuu reported the Utilities Committee is scheduled to meet July 13th.

Councilmember Lucarelli reported on the June 19th Chimes and Lights meeting. The Sewer Advisory Committee is scheduled to meet July 21st.

Councilmember Clauson reported on the June 15th Finance Committee meeting.

Councilmember Rosapepe reported on the June 22nd Transportation Committee meeting.

10. REPORT OF MAYOR

The Mayor reported on the following:

- Policy changes related to temporary employees and interns, pursuant to Resolution No. 007-11;
- Housing Kitsap Board meeting;
- Parks survey update;
- Vaccine and mask updates for City Hall;
- Now live streaming Council meetings to YouTube;
- Working with Kitsap County on affordable housing and supportive services tax dollars;
- Marina pump station loan has been approved; and
- City Newsletter.

11. REPORT OF DEPARTMENT HEADS

Community Development Director Bond reported on the hiring of a new building official and spoke to a development agreement with Sidney Road Apartments.

City Attorney Archer reported the Governor has started rolling back several of his proclamations.

Mayor Putaansuu reported we are planning on being in the Council Chambers starting July 13th and spoke to the new recording system.

Operations Manager Lang appreciates the support for the employees in addition to the Pottery Lift Station.

12. CITIZEN COMMENTS

There were no citizen comments.

13. EXECUTIVE SESSION

An executive session was held earlier in the meeting.

GOOD OF THE ORDER

Councilmember Rosapepe spoke to the upcoming heat wave and staying hydrated.

Councilmember Chang said he will talk to Kitsap County about having a cooling station downtown. He also spoke to attending the Association of Washington Cities conference.

In response to Councilmember Chang, Mayor Putaansuu explained the mask situation for people coming into City Hall.

14. ADJOURNMENT

The meeting adjourned at 8:13 p.m. No other action was taken. Audio/Visual was successful.

Brandy Rinearson, MMC, City Clerk

Robert Putaansuu, Mayor



POP! PORT ORCHARD PARKS SURVEY RESULTS

TABLE OF CONTENTS

- COMMUNICATION STATISTICS
- SURVEY DATA



BY SEROTONIN CREATIVE

COMMUNICATION STATS

73.42%

Completed /
Started

105

Incomplete
Surveys

290

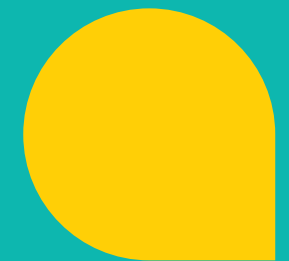
Completed
Surveys

702

Total Visitors

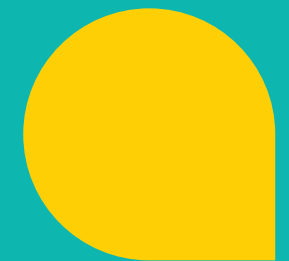
Which Parks did you last visit? (Select up to 3)

- CLAYTON PARK - 65 12.36%
- **ETTA TURNER - 25.48%**
- GIVENS PLAYGROUND - 7.60%
- VAN ZEE PARK - 7.41%
- MCCORMICK VILLAGE PARK - 22.81%
- ROCKWELL PARK - 24.33%



What activities did you do at the park?

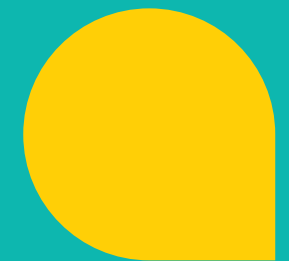
- **WALKING/RUNNING - 216 / 32.88%**
- **CYCLING - 22 / 3.35%**
- **SPORTING ACTIVITIES - 25 / 3.81%**
- **PLAYING WITH KIDS - 147 / 22.37%**
- **RELAXING - 117 / 17.81%**
- **WALKING THE DOG - 98 / 14.92%**
- **OTHER - 32 / 4.87%**



If Other please describe.

SOME EXAMPLES OF RESPONSES:

- READING OR TAKING PHOTOS
- WILDLIFE WATCHING.
- KAYAKING.
- VENDOR/TRADE MARKETS
- MEETING FRIENDS TO SOCIALIZE.
- DISC GOLF
- CONCERTS



How important are trails and pedestrian paths to you?

- *NOT IMPORTANT - 10 / 3.56%*
- *NEUTRAL - 14 / 4.98%*
- *SOMEWHAT IMPORTANT - 29 / 10.32%*
- *IMPORTANT - 228 / 81.14%*



How important are playgrounds to you?

- NOT IMPORTANT - 28 / 9.96%
- NEUTRAL - 49 / 17.44%
- SOMEWHAT IMPORTANT - 62 / 22.06%
- IMPORTANT - 142 / 50.53%



How important are ballfields and sport courts to you?

- NOT IMPORTANT - 48 / 16.78%
- NEUTRAL - 79 / 27.62%
- SOMEWHAT IMPORTANT - 86 / 30.07%
- IMPORTANT - 73 / 25.52%



What can the City do to make our parks more convenient or inviting?

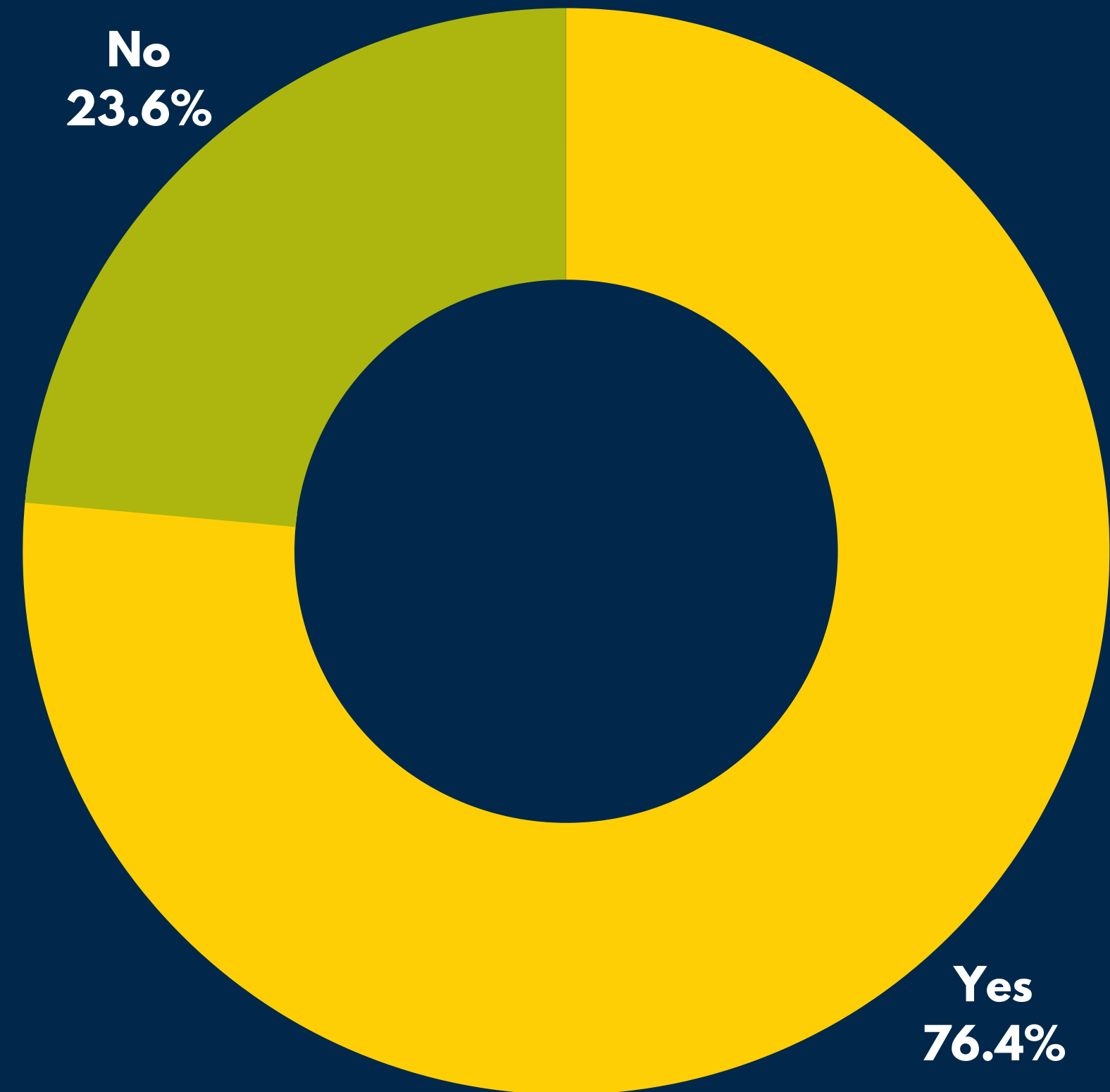
SOME EXAMPLES OF RESPONSES:

- A DOG PARK DOWNTOWN
- MORE PAVED PATHS
- DOG RUN. MORE TRASH CANS. MORE DOGGIE BAGS.
- PAVE BASKETBALL COURT AND NEW HOOPS AT CLAYTON PARK
- MORE WATER PARKS.
- MORE KID-FRIENDLY CLIMBING STRUCTURES
- BETTER PARKING
- MORE TRAILS, NATURAL BELTS, ACCESS TO THE WATER.



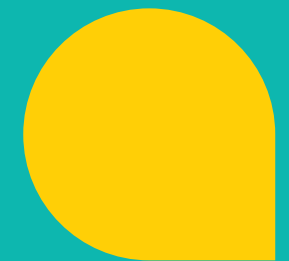
QUESTION #8

**DO YOU
LIVE IN THE
CITY OF
PORT
ORCHARD?**



If you answered 'YES'...Would you support a levy to create parks and recreation programs in Port Orchard?

- **YES - 172 / 70.20%**
- **NO - 23 / 9.39%**
- **UNSURE - 50 / 20.41%**



PSRC Jobs Estimates

Year	Jobs	Change
2020	7,776	+131
2019	7,645	+127
2018	7,518	+277

Largest Employment Sectors

1) Services	3,306	+200
2) Retail	1,976	+79
3) Government	1,127	+45
4) Education	544	-26
5) Construction	247	+14
6) FIRE	237	+41
(Finance Insurance & Real Estate)		

Largest Sector Loss

WTU	144	-106
(Workers Trade Unions)		