



# City of Port Orchard Council Meeting Agenda

## May 9, 2023

### 6:30 p.m.

**Mayor:**

Rob Putaansuu  
Administrative Official

**Councilmembers:**

Mark Trenary (Mayor Pro-Tempore)  
E/D & Tourism Committee, **Chair**  
Utilities/Sewer Advisory Committee  
Transportation Committee  
KRCC-alt

Shawn Cucciardi  
Finance Committee  
E/D & Tourism Committee  
Lodging Tax, **Chair**

Fred Chang  
Economic Development & Tourism Committee  
Land Use Committee  
Transportation Committee

Jay Rosapepe  
Finance Committee,  
Land Use Committee  
KRCC, PSRC-alt, PSRC Transpol-alt, KRCC Transpol-alt, KRCC Planpol-alt,

John Clauson  
Finance Committee, **Chair**  
Utilities/Sewer Advisory Committee  
Kitsap Public Health District-alt

Cindy Lucarelli  
Festival of Chimes & Lights Committee, **Chair**  
Utilities/Sewer Advisory Committee, **Chair**  
Kitsap Economic Development Alliance

Scott Diener  
Land Use Committee, **Chair**  
Transportation Committee

**Department Directors:**

Nicholas Bond, AICP  
Development Director

Tony Lang  
Public Works Director

Tim Drury  
Municipal Court Judge

Noah Crocker, M.B.A.  
Finance Director

Matt Brown  
Police Chief

Brandy Wallace, MMC, CPRO  
City Clerk

**Meeting Location:**

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

**Contact us:**

(360) 876-4407  
cityhall@portorchardwa.gov

*Pursuant to the Open Public Meetings Act, the City Council is conducting its public meeting in the Council Chambers at City Hall. Members of the public may view and provide public comment during the meeting in person at City Hall, via the online platform zoom (link below), or via telephone (number below). The public may also view the meeting live on the City's YouTube channel.*

**Remote access**

Link: <https://us02web.zoom.us/j/82404901385>

Zoom Webinar ID: 824 0490 1385

Zoom Call-In: 1 253 215 8782

**Guiding Principles**

- Are we raising the bar?
- Are we honoring the past, but not living in the past?
- Are we building connections with outside partners?
- Is the decision-making process positively impacting diversity, equity, and inclusion?

**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. Please keep your comments respectful and no personal attacks. This is a comment period and not a question-and-answer session. When recognized by the Mayor, please state your name for the official record. If you are attending remotely via telephone, enter \*9 from your keypad to raise your hand.*

**4. CONSENT AGENDA**

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

- A.** Approval of Vouchers and Electronic Payments
- B.** Approval of Payroll and Direct Deposits
- C.** Adoption of a Resolution Approving the Purchase of a Riding Mower for the Equipment Rental Revolving Fund 500 (Lang) **Page 4**
- D.** Adoption of a Resolution Approving the Purchase of a Combination Jet/Vacuum Truck from the Equipment Rental Revolving Fund 500 (Lang) **Page 15**
- E.** Adoption of a Resolution Approving the Purchase of Materials to Construct Electric Vehicle Charging Stations for the City's Fleet of Electric Vehicles (Lang) **Page 24**
- F.** Approval of the April 14, 2023, Council Retreat Minutes **Page 39**

## 5. PRESENTATION

## 6. PUBLIC HEARING

- A. Blueberry Apartments Development Agreement for Traffic Impact Fee Credits (Bond) **Page 75**

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

## 8. BUSINESS ITEMS

- A. Adoption of an Ordinance Approving the Petition to Vacate City Right-of-Way, an Alley Commonly Known as Mystery Lane, and the Westerly Portion of Harrison Avenue (Wallace/Archer) **Page 77**
- B. Adoption of an Ordinance Approving a Development Agreement with Blueberry Apartments, QOZB, LLC (Bond) **Page 120**
- C. Adoption of a Resolution Approving a Contract with Miles Resources, LLC for the 2023 Citywide Asphalt Repair Project (Lang) **Page 145**
- D. Adoption of an Ordinance Amending POMC Chapter 2.60 Related to Council Compensation (Lund) **Page 191**
- E. Adoption of an Ordinance Amending POMC 20.26.020 and 20.132.060 to Include Signage as an Eligible Development Standard Addressed through a Development Agreement (Bond) **Page 197**
- F. Adoption of an Ordinance Amending POMC 20.24.040 Addressing Counter Completeness and Electronic Permit Submittals (Bond) **Page 208**
- G. Adoption of an Ordinance Adopting the 2023 Comprehensive Plan Amendments (Bond) **Page 212**
- H. Adoption of a Resolution Adopting Personnel Policies Related to Purchasing of Clothing and Work Boots (Lund) **Page 230**
- I. Adoption of a Resolution Authorizing a Memorandum of Understanding with Kitsap Regional Library for Design Work for the Community Event Center (Archer) **Page 233**
- J. Approval of Amendment No. 10 to Contract No. 066-20 with Rice Fergus Miller for Design Work to Library Space for the Community Events Center (Archer) **Page 239**
- K. Approval of Road Closure for a Special Event: Fathom's 54<sup>th</sup> Grand Parade (Wallace) **Page 267**
- L. Approval of Road Closure for a Special Event: South Kitsap Grad Parade (Wallace) **Page 303**
- M. Approval of Road Closure for a Special Event: Unforgotten Run (Wallace) **Page 322**
- N. Approval of Parking Lot Closure for a Special Event: Fathoms O' Fun Summer Festival (Wallace) **Page 341**
- O. Approval of the April 25, 2023, City Council Meeting Minutes **Page 353**

## 9. DISCUSSION ITEMS (No Action to be Taken)

## 10. REPORTS OF COUNCIL COMMITTEES

## 11. REPORT OF MAYOR

## 12. REPORT OF DEPARTMENT HEADS

## 13. 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. If you are attending remotely via telephone, enter \*9 from your keypad to raise your hand.)*

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Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.

The Council may consider other ordinances and matters not listed on the Agenda, unless specific notification period is required.

Meeting materials are available on the City's website at: [www.portorchardwa.gov](http://www.portorchardwa.gov) or by contacting the City Clerk's office at (360) 876-4407.

**14. CITY COUNCIL GOOD OF THE ORDER**

**15. ADJOURNMENT**

<b>COMMITTEE MEETINGS</b>	<b>Date &amp; Time</b>	<b>Location</b>
Economic Development and Tourism	May 15, 2023; 9:30am	Remote Access
Utilities	June 13, 2023; 5:00pm	Remote Access
Finance	May 9, 2023; 5:00pm	Remote Access
Transportation	May 23, 2023; 4:30pm	Remote Access
Festival of Chimes & Lights	May 15, 2023; 3:30pm	Remote Access
Land Use	May 10, 2023; 4:30pm	Remote Access
Lodging Tax Advisory	TBD, 2023	Remote Access
Sewer Advisory	TBD, 2023; 5:00pm	Remote Access
Outside Agency Committees	Varies	Varies

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## City of Port Orchard

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

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### Agenda Staff Report

Agenda Item No.: Consent Agenda 4C  
Subject: Adoption of a Resolution Approving the  
Purchase of a Riding Mower for the  
Equipment Rental Revolving Fund 500

Meeting Date: May 9, 2023  
Prepared by: Tony Lang  
Public Works Director  
Atty Routing No.: 366922-0009  
Atty Review Date: May 3, 2023

**Summary:** A City mower is scheduled for replacement in 2023 as part of the Equipment Rental and Revolving Fund 500 (ER&R) replacement process. The expense for replacement is budgeted in the 2023-2024 Biennial Budget, which included \$50,000 for the purchase.

The City has an interlocal agreement with purchasing cooperative Sourcewell (City Contract No. C075-14). Pursuant to the City's fleet standardization policies staff identified a mower manufactured by The Toro Company as the desired equipment for purchase. The City's Public Works Department identified Western Equipment Distributors Inc. DBA Turf Star Western, as an Authorized dealer of The Toro Company and as an approved vendor for the desired equipment, awarded via Sourcewell Contract No. 031121-TTC. Staff reviewed the procurement process utilized by Sourcewell for this contract, confirming the procurement requirements were met and obtained necessary documentation regarding procurement. On April 26, 2023, pursuant to the City's Procurement Procedures Policies adopted as Resolution No. 036-22, as amended, Public Works staff requested and received a quote of \$44,685.80 (applicable tax included) from Western Equipment Distributors Inc. DBA Turf Star Western for a Toro Proline H800 Mower.

On April 27, 2023, the City Public Works Department completed the Interlocal Agreement Purchase Checklist for Western Equipment Distributors Inc. DBA Turf Star Western. Staff confirmed the quoted price is consistent with the pricing set out in the Sourcewell contract and that all applicable statutory procurement requirements were met. The ER&R equipment listed in the quote meets the City's fleet standardization policies, and at a cost of \$44,685.80, is within the limits of the Biennial Budget. The City's Procurement Policies require City Council authorization for purchasing items costing \$35,000 or more. The ER&R Purchase Request including Vendor Quote attached as Exhibit A is for the purchase of a mower in an amount that exceeds the \$35,000 authorization limit.

**Recommendation:** Staff recommends approving a Resolution approving the purchase of a Toro Proline H800 Mower in accordance with the City's fleet standardization policies and the 2023-2024 Biennial Budget.

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



**Motion for consideration:** “I move to adopt a resolution authorizing the purchase of a Toro Proline H800 Mower in accordance with the City’s fleet standardization policies and the 2023-2024 Biennial Budget.”

**Fiscal Impact:** The Toro Mower is budgeted in the 2023-2024 Budget (GL Code 500.10.594.76.60)

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

**Attachment:** Resolution  
Exhibit A: ER&R Purchase Request including Vendor quote.  
ILA Checklist

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

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING  
THE PURCHASE OF A RIDING MOWER FOR THE EQUIPMENT RENTAL  
REVOLVING FUND 500 AND DOCUMENTING PROCUREMENT PROCEDURES.**

**WHEREAS**, a City mower is scheduled for replacement in 2023 as part of the Equipment Rental and Revolving Fund 500 (ER&R) replacement process; and

**WHEREAS**, the City has an interlocal agreement with purchasing cooperative Sourcewell (City Contract No. C075-14) which allows the City to utilize the contracts procured by Sourcewell for services and purchases, so long as the City confirms the contract complies with all applicable statutory procurement requirements for the purchase or service, per RCW 39.34.030; and

**WHEREAS**, pursuant to the City's fleet standardization policies staff identified a mower manufactured by The Toro Company as the desired equipment for purchase; and

**WHEREAS**, consistent with City Contract No. C075-14 and the City's Procurement Procedures Policies, adopted as Resolution No. 036-22, as amended, the City's Public Works Department identified Western Equipment Distributors Inc. DBA Turf Star Western as an Authorized dealer of The Toro Company and as an approved vendor for the desired equipment, awarded via Sourcewell Contract No. 031121-TTC; and

**WHEREAS**, Staff reviewed the procurement process utilized by Sourcewell for this contract to confirm the procurement requirements were met and obtained necessary documentation from Sourcewell and the vendor to confirm statutory procurement requirements were met; and

**WHEREAS**, on April 26, 2023, Public Works staff requested and received a quote from Western Equipment Distributors Inc. DBA Turf Star Western of \$40,883.64 (plus applicable tax) for a total purchase price of \$44,685.80; and

**WHEREAS**, on April 27, 2023, the City's Public Works Department completed the Interlocal Agreement Purchase Checklist for the selected vendor and confirmed the quoted price was consistent with Sourcewell Contract No. 031121-TTC; and

**WHEREAS**, the 2023-2024 Biennial Budget includes \$50,000 in Equipment Rental and Revolving Fund 500 (ER&R) for the purchases of the Riding Mower, respectively; and

**WHEREAS**, the City's Procurement Policies require City Council authorization for purchasing items costing \$35,000 or more; and

**WHEREAS**, the Western Equipment Distributors Inc. DBA Turf Star Western quote attached as Exhibit A is for the purchase of ER&R Equipment in an amount that exceeds the \$35,000 authorization limit; and

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

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

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

**THAT:** The City Council approves the purchase from Western Equipment Distributors Inc. DBA Turf Star Western in the amount of \$44,685.80 (applicable tax included). The Mayor or his designee is authorized to take all actions necessary to effectuate the purchase consistent with this authorization.

**THAT:** The Resolution shall take full force and effect upon passage and signatures hereon.

**PASSED** by the City Council of the City of Port Orchard, **SIGNED** by the Mayor and attested by the City Clerk in authentication of such passage on this 9<sup>th</sup> day of May 2023.

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Robert Putaansuu, Mayor

ATTEST:

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Brandy Wallace, MMC, City Clerk

B



## ER&amp;R

## Replacement or Addition Purchase Request

RCW 43.19.648 – Requires all local governments to convert their vehicle fleets to electricity or biofuel. Local governments are required to transition all vehicles to electricity or biofuels to the extent practicable. WAC 194-29-030 provides further guidance regarding this issue. If it is not practical for local governments to use electricity or biofuel for police, fire or emergency response vehicles, including utility vehicles frequently used for emergency response, it is encouraged to consider alternate fuels and vehicle technologies to displace gasoline and diesel fuel use.

**Please attach the quote for vehicle / equipment.**

Description of item:							
Procurement method:							
Department							
Water	Sewer	Storm	Street	Public Works	DCD	Police	Admin
Addition or Replacement							
	Addition to Fleet - Please state business case for addition:						
	Replacement Vehicle / Equipment being replaced:						
Fleet Standardization							
	Requested Vehicle / Equipment follows fleet standardization						
	Requested Vehicle / Equipment DOES NOT follow Standardization. List items that are not fleet standard and reason for addition.						

	Requested Vehicle / Equipment does not have a standard
<b>Cost</b>	
	Fleet standard cost
	Additional cost for consideration and business case:
	TOTAL

**STANDARDS FOR VEHICLES**

## Police Department Standard Vehicle

<u>Model</u>	<u>Chassis</u>	<u>Drive Train</u>	<u>Color</u>	<u>Graphics</u>	<u>Accessories</u>
Ford	Sedans	Automatic	Black	City Decal	Lights
	SUV	2WD		Vehicle Number	Radios
		4WD			Antennas
		AWD			

## Public Works and Planning Standard Truck

<u>Model</u>	<u>Chassis</u>	<u>Cab Size</u>	<u>Drive Train</u>	<u>Color</u>	<u>Graphics</u>	<u>Accessories</u>
Ford	1/2 Ton	Regular	Automatic	White	City Logo	Lights
	3/4 Ton	Extended	2WD		Truck Number	Radios
	1 Ton	Crew Cab	4WD			Antennas
						Tool Boxes

## Administration and Planning Standard Vehicle

<u>Type</u>	<u>Chassis</u>	<u>Drive Train</u>	<u>Color</u>	<u>Graphics</u>	<u>Accessories</u>
Electric	Sedans	Automatic	White	City Logo	Lights
Biofuel	SUV	2WD		Vehicle Number	Radios
		4WD			Antennas
		AWD			

I have reviewed the vehicles / equipment listed above and request approval for purchase.

  
 \_\_\_\_\_  
 Department Director

\_\_\_\_\_  
 Date



Approved for purchase by:

\_\_\_\_\_  
ER&R Representative

\_\_\_\_\_  
Date





Quotation for City of Port Orchard

Quote No:8078834-00

Prepared For:	Chris Esguerra	Quote No:	8078834-00
	City of Port Orchard	iQuote No:	131298
	216 Propsect Street	Sales Person:	Alex Hedlund
	Port Orchard, CA 98366-5326		alex.hedlund@turfstar.com
			(360) 296-8668

031121-TTC Sourcewell

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Proline H800	1	\$40,883.64	\$40,883.64	\$3,802.16	\$44,685.80
Totals:			\$40,883.64	\$3,802.16	\$44,685.80

**Quotation for City of Port Orchard****Quote No:8078834-00****Configuration Product Details**  
**010-Proline H800**

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
31051	Proline H800	1	\$39,000.00	\$39,000.00	\$3,627.00	\$42,627.00
134-4690	Kit Debris Suppression	1	\$311.20	\$311.20	\$28.94	\$340.14
FSD1	Setup	1	\$786.22	\$786.22	\$73.11	\$859.33
FSD2	Delivery	1	\$786.22	\$786.22	\$73.11	\$859.33
<b>Totals:</b>						<b>\$44,685.80</b>





## Quotation for City of Port Orchard

Quote No:8078834-00

### Standard Terms and Conditions

Prices including all finance options are subject to change based on Turf Star Western's receipt of product and estimated shipments. Currently, product availability is a minimum of 6-18 months. Your Final Price will be determined at time of shipment. Delivery is FOB point of origin unless otherwise stated.

### Office Locations

#### **Northern California:**

3928 N.Blattela Lane  
Fresno, CA 93727  
Fax: (559) 277-7123

2438 Radley Court  
Hayward, CA 94545  
Fax: (510) 785-3576

11373 Sunrise Gold Circle  
Rancho Cordova, CA 95742  
Fax: (800) 241-1997

#### **Southern California:**

79-253 Country Club Drive  
Bermuda Dunes, CA 92203  
Fax: (760) 345-4297

955 Beacon Street  
Brea, CA 92821  
Fax: (800) 775-8873

2110 La Mirada Ste 100  
Vista, CA 92083  
Fax: (760) 734-4285

#### **Pacific Northwest:**

1750 Industrial Dr.NE  
Salem, OR 97301  
Ph: (503) 691-0250

5869 South 194th  
Kent, WA 98032  
Fax: (253) 872-6942

2824 East Garland  
Spokane, WA 99207  
Fax: (509) 483-7563



#### **WARNING:**

Cancer and Reproductive Harm-<http://www.P65Warnings.ca.gov>

For more information, please visit <http://www.tcoCAProp65.com>

#### **CALIFORNIA SPARK ARRESTER WARNING**

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation. A spark arrester may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.

**CITY OF PORT ORCHARD**  
**PURCHASES THROUGH INTERLOCAL AGREEMENTS**

**City Contract No.:** 075-14

**Interlocal Agreement with the Host Agency** (government agency or Purchasing Co-Op name): Sourcewell

**Item Description:** Toro Proline H800 Mower

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

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

**State OSP Contract No.:** Sourcewell #031121-TTC

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

**Is this a technology contract?**

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

**Is this a services contract?**

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

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

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

**Checklist for Required Compliance**

Is the Host agency a public agency <sup>1</sup> ?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, what state laws apply to Host Agency: <u>Minnesota</u>
Does the host agency have a requirement to run a newspaper ad in their local paper and did they comply	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Federal and State contract rules usually don't require a newspaper ad. For others, attach the ad or place into the file
Did they list on the public agency's website?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, state when and the address, and proof of date, address shall be attached or placed into the file. If No, you cannot use the bid.
Did the bid & award comply with the Host agency's state procurement laws?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, obtain documentation to support answer from Host Agency. If No, you cannot use the bid.

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<sup>1</sup> RCW 39.34.020 (1), "public agency" means any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state



## City of Port Orchard

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

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### Agenda Staff Report

Agenda Item No.: Consent Agenda 4D  
Subject: Adoption of a Resolution Approving the  
Purchase of a Combination Jet/Vacuum  
Truck from the Equipment Rental  
Revolving Fund 500

Meeting Date: May 9, 2023  
Prepared by: Tony Lang  
Public Works Director  
Atty Routing No.: 366922-0009  
Atty Review Date: May 4, 2023

**Summary:** The Public Works Department has identified new equipment necessary for continued operations in 2023. In particular, staff identified the need to purchase a Combination Jet/Vacuum Truck (“the Vehicle”) to replace ER&R No. 1059 (Ford LT8501 Vac-Con) that is scheduled for replacement in 2023 from the Equipment Rental and Revolving Fund 500 (“ER&R”). The 2023-2024 ER&R budget includes \$600,000 for the purchase of the replacement vehicle.

The City is a member of purchasing cooperative Sourcewell (City Contract No. C075-14) which allows the City to utilize the contracts procured by Sourcewell for services and purchases, so long as the City confirms the contract complies with all applicable statutory procurement requirements for the purchase or service, per RCW 39.34.030. Consistent with City Contract No. C075-14 and the City’s Procurement Procedures Policies, adopted as Resolution No. 036-22, as amended, the City’s Public Works Department identified Enviro-Clean Equipment, as an authorized Vac-Con, Inc dealer and as an approved vendor for the vehicle, awarded via Sourcewell Contract No. 101221-VAC (“Sourcewell Contract”).

On April 13, 2023, staff requested a quote from the vendor, and on April 17, 2023, the City received a quote of \$597,230.47 from Enviro-Clean Equipment for the vehicle and operating add-ons. Staff confirmed the quote was consistent with the Sourcewell Contract pricing. Staff also confirmed the vehicle, and all operating add-ons, meets the City’s fleet standardization policies and at a cost of \$597,230.47 is within the limits of the 2023-2024 Biennial Budget. On April 20, 2023, the City Public Works Department completed the Interlocal Agreement Purchase Checklist for Vac-Con, Inc. - Sourcewell. Staff reviewed the procurement process utilized by Sourcewell for the Sourcewell Contract and confirmed the applicable procurement requirements were met and obtained all necessary documentation from Sourcewell and the vendor regarding procurement.

Further, staff has identified additional expenses associated with the vehicle after delivery that are necessary to prepare the vehicle for service. These expenses include the purchase/installation of a CB radio and City logo decals. These items are all estimated to cost \$2,186.00 (within the \$600,000 ER&R budget authority for the vehicle purchase). However, these items are not included in the Sourcewell Contract and staff will follow the City’s Procurement Procedures Policies for the purchase of these items.

The City's Procurement Policies require City Council authorization for purchasing budgeted items that cost \$35,000 or more.

**Recommendation:** Staff recommends adopting a Resolution authorizing the purchase of a vehicle and associated equipment in accordance with the City's procurement policies, fleet standardization policies, and the 2023-2024 Biennial Budget.

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

**Motion for consideration:** "I move to adopt a Resolution authorizing the purchase of a vehicle and add-ons from Vac-Con, Inc via Enviro-Clean Equipment."

**Fiscal Impact:** Combination Jet/Vacuum Truck and operating add-ons: \$597,230.47 (excluding registration fees) are included in the 2023-2024 Budget (GL Code: 500.10.594.35.60).

Licensing/CB radio/logo and decals (**not included in this approval but listed as a component cost of the vehicle, included here for transparency**): \$2,186.00 are included in the 2023-2024 Budget (GL Code: 500.10.594.35.60).

**Total Estimated Cost of vehicle and all related equipment/items: \$599,416.47.**

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

**Attachment:** Resolution

Exhibit A-Quote

Dealer Authorization Letter

Interlocal Agreement Checklist

ER&R Purchase request

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

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,  
APPROVING THE PURCHASE OF A COMBINATION JET/VACUUM  
TRUCK AND ASSOCIATED EQUIPMENT FROM THE EQUIPMENT  
RENTAL REVOLVING FUND 500 AND DOCUMENTING  
PROCUREMENT PROCEDURES.**

**WHEREAS,** a City Vac-Con Truck (ER&R #1059) is scheduled for replacement in 2023 as part of the Equipment Rental and Revolving Fund 500 (ER&R) replacement process; and

**WHEREAS,** the City is a member of the purchasing cooperative Sourcewell, formally known as the National Joint Power Alliance (NJPA), a Minnesota Public Agency; and

**WHEREAS;** consistent with City Contract No. C075-14 and the City's Procurement Procedures Policies, adopted as Resolution No. 036-22, as amended, the City's Public Works Department identified Enviro-Clean Equipment, as an authorized Vac-Con, Inc dealer and an approved vendor for the desired Jet/Vacuum Truck and associated equipment through Sourcewell Contract No. 101221-VAC (Sourcewell Contract); and

**WHEREAS,** Staff reviewed the procurement process utilized by Sourcewell for the Sourcewell Contract, confirmed the statutory procurement requirements were met, and obtained all necessary documentation from Sourcewell and the vendor regarding procurement; and

**WHEREAS,** on April 13, 2023, Public Works staff requested a quote and on April 17, 2023, received a quote from Vac-Con, Inc via Enviro-Clean Equipment of \$544,758.64 (plus applicable tax), for a total purchase price of \$597,230.47; and

**WHEREAS,** on April 20, 2023, the City's Public Works Department completed the Interlocal Agreement Purchase Checklist for the selected vendor and confirmed the quote was consistent with the Sourcewell Contract; and

**WHEREAS,** the 2023-2024 Biennial Budget includes \$600,000 in the Equipment Rental and Revolving Fund 500 (ER&R) for the purchase of a replacement Vac-Con Truck; and

**WHEREAS,** the City's Procurement Policies require City Council authorization for purchasing budgeted items that cost \$35,000 or more and for unbudgeted purchases; and

**WHEREAS,** the Vac-Con, Inc (via Enviro-Clean Equipment) Quote, attached as Exhibit A, is for the purchase of ER&R Equipment in an amount that exceeds the \$35,000 authorization limit; and

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

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

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

**THAT:** The City Council approves the purchase of a Combination Jet/Vacuum Truck and associated equipment from Vac-Con, Inc via Enviro-Clean Equipment in the amount of \$597,230.47 (applicable tax included). The Mayor or his designee is authorized to take all actions necessary to effectuate the purchase consistent with this authorization.

**THAT:** The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 9<sup>th</sup> day of May 2023.

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Robert Putaansuu, Mayor

ATTEST:

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Brandy Wallace, MMC, City Clerk



04/17/2023

NEW SOURCEWELL SINGLE ENGINE COMBINATION JET/VACUUM SEWER CLEANER

**Sourcewell Contract: 101221-VAC**

Customer: CITY OF PORT ORCHARD PUBLIC WORKS

Shipping: WASHINGTON

Requirement Specification	
Combination jet/vacuum sewer cleaner with all standard equipment V311HEN/1000 L H A -P	
Sourcewell discount	
11 Yard debris body	
Freightliner model 114SD chassis with a 475 HP Cummins X12 Engine, Allison 3500RDS Transmission *Special Order Chassis	
Body mounting on Chassis	
10" Aluminum telescoping boom with pendant control station	
Front mounted articulating hose reel, 600' (1") Capacity, articulating to drivers side	
600' x 3/4" Jet rodder hose	
50 GPM @ 3000 PSI Giant water system	
1000 Gallon polyethylene water tank capacity with 10 year warranty	
6" Knife valve with center post and handle	
A Flat style rear door in lieu of dome style door including hydraulic opener	
Built in body prop	
Debris tank drain screen placement	
Electric vibrator	
Rear splash shield - rear flange mounted	
Rubber pad on standard deflector	
Screen assembly over drain port in debris tank	

Requirement Specification	
1/4 Turn ball valve water drain	
50' capacity retractable hand gun hose reel	
Air purge system	
Centrifugal compressor fan flush out system	
Debris body "Power Flush" system, 8 jets	
Hydro-excavation package	
Variable flow valve	
Water pump remote oil drain	
Power guide "Reel Power" level wind guide	
Behind cab boom support	
Cone rack, hinges style/deck	
Long handle storage placement - mounted in storage box under shelf	
Rear mounted tow hooks	
Remote boom grease zerk assembly	
Remote debris tank grease zerk assembly	
Tungsten infused carbide boom elbow and reducer	
LED 4 Strobes (2) front bumper, (2) rear bumper	
LED Boom mounted flood lights with limb guard	
LED Flood light - Level wind guide	
LED Mid body flood lights with guards	
LED Rear mounted flood lights with limb guards	
Two LED Strobes with limb guards, rear debris tank mounted	
Two Mirror mounted LED strobe light with limb guard	
Front hose reel camera placement	
Low water alarm with light	



Requirement Specification	
Omnibus Precision Power System	
Rear camera placement	
Wireless remote control	
Traffic camera with color monitor	
High-Pressure hand wand 51" x ½" stainless steel, pistol grip handle with adjustable handle	
Hydro-X Lance Assembly	
Two High Pressure "Tommy Gun Style" HP wash down gun - ECE to Provide	
Paper Vac-Con Manual	
Two ¾" x 15' Length Leader Hose	
Additional pipe rack	
Lazy Susan pipe rack	
Storage box behind cab 16" x 42" x 96"	
Vac-Con unit painted: Elite Pepsi Blue	
Safety Striping package - Green	
Local dealer pre delivery and inspection	
Delivery to customer facility	
Additional discount offered by local dealer	
<b>TOTAL PRICE OFFERED TO SOURCEWELL MEMBER</b>	<b>\$544,758.64</b>
<b>Sales Tax - 9.3%</b>	<b>\$50,662.55</b>
<b>Vehicle Use Tax - 0.3%</b>	<b>\$1,634.28</b>
<b>Transfer Fee - \$175.00</b>	<b>\$175.00</b>
<b>TOTAL PRICE OFFERED TO SOURCEWELL MEMBER INCLUDING TAX</b>	<b>\$597,230.47</b>

**Delivery is \_\_\_\_ Days after receipt of order.**

SOURCEWELL CONTRACT NO 101221-VAC

VENDOR/CONTRACT HOLDER: VAC-CON, INC.

CONTACT: M.J. DUBOIS

EMAIL: [MJDUBOIS@DUCOLLC.COM](mailto:MJDUBOIS@DUCOLLC.COM)

969 HALL PARK RD

PHONE: 410-924-1004

GREEN COVE SPRINGS, FL 32043

**THIS QUOTE IS VALID FOR (30) DAYS FROM THE DATE OF QUOTATION**



969 Hall Park Drive  
Green Cove Springs, FL 32043  
Tel: 904.284.4200 • Fax: 904.284.3305  
www.vac-con.com

**CUSTOMER PO TO DEALER AUTHORIZATION LETTER**

Date April 17, 2023

To: City of Port Orchard Public Works  
Port Orchard, Washington

RE: DEALER AUTHORIZATION TO RECEIVE SOURCEWELL MEMBER PO

To Whom It May Concern,

We authorize your local dealer, Enviro-Clean Equipment to receive a Purchase Order from you for the purchase of a Vac-Con sewer cleaner model V311HEN/1000 as quoted to you on 04/17/2023 according to the terms of our Sourcewell Contract Number 101221-VAC. This letter is for a one-time authorized assignment of Contract Number 101221-VAC, and cannot be duplicated on future orders, or quotations without specific written consent of Vac-Con, Inc. Please provide us with a copy of your purchase order for our records. You may email the Purchase Order to [mjdubois@ducolle.com](mailto:mjdubois@ducolle.com).

Should you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,

*M.J. DuBois*

MJ DuBois  
Contract Administrator

**CITY OF PORT ORCHARD**  
**PURCHASES THROUGH INTERLOCAL AGREEMENTS**

**City Contract No.:** C075-14

**Interlocal Agreement with the Host Agency** (government agency or Purchasing Co-Op name): **Sourcewell**

**Item Description:** Vac-Con truck and equipment

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

- ☒ If yes, where is it filed: Clerk's  
☐ If no, get a mutually signed Agreement in place before you continue.

**State OSP Contract No.:** Sourcewell #101221

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

**Is this a technology contract?**

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

**Is this a services contract?**

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

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

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

**Checklist for Required Compliance**

Is the Host agency a public agency <sup>1</sup> ?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, what state laws apply to Host Agency: <u>Minnesota</u>
Does the host agency have a requirement to run a newspaper ad in their local paper and did they comply	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Federal and State contract rules usually don't require a newspaper ad. For others, attach the ad or place into the file
Did they list on the public agency's website?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, state when and the address, and proof of date, address shall be attached or placed into the file. If No, you cannot use the bid.
Did the bid & award comply with the Host agency's state procurement laws?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, obtain documentation to support answer from Host Agency. If No, you cannot use the bid.

<sup>1</sup> RCW 39.34.020 (1), "public agency" means any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state



## City of Port Orchard

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

### Agenda Staff Report

Agenda Item No.: Consent Agenda 4E  
Subject: Adoption of a Resolution Approving the  
Purchase of Materials to Construct  
Electric Vehicle Charging Stations for the  
City's Fleet of Electric Vehicles

Meeting Date: May 9, 2023  
Prepared by: Tony Lang  
Public Works Director  
Atty Routing No.: 366922-0009  
Atty Review Date: May 4, 2023

**Summary:** In an effort to lessen the City's carbon footprint, as older vehicles in the City's fleet age out of useful condition, the City has chosen—whenever feasible—to purchase Electric Vehicles (EV) for the fleet. The growing EV fleet requires charging stations to ensure the vehicles are continuously charged and ready for service. The EV Charging Station project (the "Project") will be designed and constructed by Public Works Staff and located at the Public Works Shop facility. Consistent with the City Procurement policies, adopted as Resolution 036-22, as amended, Public Works staff provided a materials list and requested quotes from three (3) vendors for the materials to construct the project. Three (3) quotes for the Charging Station Project material list were received. North Coast Electric provided the best price for the materials required for the project in the amount of \$53,734.63 (applicable tax included).

The proposed purchase, inclusive of estimated labor, is within 2023-2024 Biennial Budget authority. The City Council has approved procurement policies which require City Council authorization for purchases costing \$35,000 or more. The quote attached as Exhibit A is for the purchase of materials in an amount that exceeds the \$35,000 authorization limit. The Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document their selection/procurement process as described herein for this purchase by Resolution.

**Recommendation:** Staff recommends adopting a Resolution to purchase materials in the amount of \$53,734.63 (applicable WSST included) from North Coast Electric for the EV Charging Station Project.

**Relationship to Comprehensive Plan:** Chapter 9- Capital Facilities

**Motion for consideration:** I move to adopt a Resolution approving the purchase of materials for the EV Charging Station Project in the amount of \$53,734.63.

**Fiscal Impact:** The EV Charging Station Project is included in the 2023-2024 Biennial budget.  
(GL Codes: 302.05.594.16.60, 411.05.594.34.30, 421.05.594.31.60 and 431.05.594.35.60)

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

**Attachments:** Resolution  
Exhibit A- Vendor quote

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

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING  
THE PURCHASE OF MATERIALS TO CONSTRUCT ELECTRIC VEHICLE CHARGING  
STATIONS FOR THE CITY'S FLEET OF ELECTRIC VEHICLES AND DOCUMENTING  
PROCUREMENT PROCEDURES.**

**WHEREAS**, to lessen the City's carbon footprint, as older vehicles in the City's fleet age out the City has chosen, whenever feasible, to purchase Electric Vehicles (EV) for the fleet; and

**WHEREAS**, the growing EV fleet requires charging stations to ensure the vehicles are continuously charged and ready for service; and

**WHEREAS**, the EV Charging Station project (the "Project"), will be designed and constructed by Public Works Staff and located at the Public Works Shop facility; and

**WHEREAS**, consistent with the City procurement policies, adopted as Resolution 036-22, as amended, Public Works staff prepared a materials list and requested quotes from three (3) vendors for the materials to construct the project; and

**WHEREAS**, three (3) quotes for the Charging Station Project material list were received; and

**WHEREAS**, on March 30, 2023, North Coast Electric provided the best price for the materials required for the project in the amount of \$53,734.63 (applicable tax included); and

**WHEREAS**, funding for this project was authorized during the 2023-2024 Biennial Budget process; and

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

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

**WHEREAS**, North Coast Electric's quote attached as Exhibit A is for the purchase of materials in an amount that exceeds the \$35,000 authorization limit; and

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

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

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

**THAT:** The City Council approves the purchase of the materials listed in the document attached hereto in Exhibit A. The Mayor or his designee is authorized to take all actions consistent with this authorization to effectuate this purchase.

**THAT:** The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 9th day of May 2023.

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Robert Putaansuu, Mayor

ATTEST:

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Brandy Wallace, MMC, City Clerk

239 Bruenn Ave  
 BREMERTON WA 98312-3107  
 360-479-5425 Fax 360-479-8470

## Quotation

QUOTE DATE	QUOTE NUMBER
03/30/23	S012503866
ORDER TO: 117 NORTH COAST ELECTRIC 239 Bruenn Ave BREMERTON WA 98312-3107 360-479-5425 Fax 360-479-8470	PAGE NO.  <b>1 of 6</b>

QUOTE TO:  
 CITY OF PORT ORCHARD  
 216 PROSPECT ST.  
 PORT ORCHARD, WA 98366

SHIP TO:  
 CITY OF PORT ORCHARD  
 1535 VIVIAN CT.  
 PORT ORCHARD, WA 98367-6400

CUST NO.	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
88290	EV CHARGING SERVICE		117 HOUSE
WRITER	SHIP VIA	TERMS	FREIGHT ALLOWED
Lito Bocanegra		Net	No
ORDER QTY	DESCRIPTION	Net Prc	Ext Prc
	***** Shipping Instructions ***** * Contact: Mike Deline (360) 536-8330 * *****		
2ea	HAM SG3N0075LE D16 SNTL-G3 1PH 75KVA 240X480-120/240V AL 60HZ 150C 3R	3333.23/e	6666.46
1ea	MILB CT364811-HC 11X36X48 HNG ENCL	849.95/e	849.95
1ea	MILB UC3433-XL 20A 13MTR SKT	355.32/e	355.32
1ea	MILB K4722 600V ENCL MNTG RACK	474.38/e	474.38
1ea	SIEM HF365NRA HDSS FUS 3P4W 600V 400A N3R SERIES A	2135.60/e	2135.60
6ea	MFZ TRS400R 400A 600V RK5 TD FUSE	145.47/e	872.82
120FT	PVC 1-1/2-IN-SCH-80-CONDUIT-10FT *** SCHEDULE 80 ***	387.10/c	464.52
5ea	PVC 1-1/2-IN-45D-SCH80-PLAIN ELBOW PLAIN END	780.15/c	39.01
9ea	PVC 1-1/2-IN-90D-SCH80-PLAIN ELBOW PLAIN END	842.56/c	75.83
6ea	PVC 1-1/2-IN-END-BELL	321.91/c	19.31
6ea	PVC-TA1-1/2-KIT TA-LN-PB CONSISTS OF THE FOLLOWING ***** Kit Components ***** * 1 - PVC 1-1/2-IN-TERM-ADPT * * 1 - BRDGPORT 105-S 1-1/2 STL CND LKNT * * 1 - BRDGPORT 325 1-1/2 105D PLSTC BUSH * *****	161.76/c	9.71
20ea	PVC 1-1/2-IN-COND-CPLG	64.58/c	12.92
100FT	PVC 2-1/2-IN-SCH-80-CONDUIT-10FT *** SCHEDULE 80 ***	745.05/c	745.05
5ea	PVC 2-1/2-IN-90D-SCH80-BELLED ELBOW BELLED END	3207.99/c	160.40
*** Continued on Next Page ***			

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03/30/23	S012503866
ORDER TO: 117 NORTH COAST ELECTRIC 239 Bruenn Ave BREMERTON WA 98312-3107 360-479-5425 Fax 360-479-8470	PAGE NO.  <b>2 of 6</b>

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216 PROSPECT ST.  
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SHIP TO:  
CITY OF PORT ORCHARD  
1535 VIVIAN CT.  
PORT ORCHARD, WA 98367-6400

CUST NO.	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
88290	EV CHARGING SERVICE		117 HOUSE
WRITER	SHIP VIA	TERMS	FREIGHT ALLOWED
Lito Bocanegra		Net	No
ORDER QTY	DESCRIPTION	Net Prc	Ext Prc
5ea	PVC-TA2-1/2-KIT TA-LN-PB CONSISTS OF THE FOLLOWING ***** Kit Components ***** * 1 - PVC 2-1/2-IN-TERM-ADPT * * 1 - BRDGPORT 107-S 2-1/2 STL CND LKNT * * 1 - BRDGPORT 327 2-1/2 105D PLSTC BUSH * *****	479.32/c	23.97
20ea	PVC 2-1/2-IN-COND-CPLG	225.32/c	45.06
300FT	PVC 3/4-IN-SCH-80-CONDUIT-10FT *** SCHEDULE 80 ***	180.70/c	542.10
2ea	PVC 3-IN-END-BELL	499.40/c	9.99
16ea	PVC-TA3-KIT TA-LN-PB CONSISTS OF THE FOLLOWING ***** Kit Components ***** * 1 - PVC 3-IN-TERM-ADPT * * 1 - BRDGPORT 108-S 3IN STL CND LOCKNUT * * 1 - BRDGPORT 328 3-IN 105D PLSTC BUSH * *****	604.19/c	96.67
12ea	PVC 3-IN-90D-SCH80-BELLED ELBOW BELLED END	3551.27/c	426.15
26ea	PVC 3-IN-COND-CPLG	241.51/c	62.79
4ea	PVC CEMENT QT GRAY W/DAUBER LOW VOC	1384.91/c	55.40
10ea	B-LINE B2015PAZN 3" PIPE/CONDUIT CLAMP, PRE-ASM, RIGID, 3", ZN PLTD	353.05/c	35.31
10ea	B-LINE B2014PAZN 2 1/2" PIPE/CONDUIT CLAMP, PRE-ASM, RIGID, 2 1/2", ZN PLTD	322.57/c	32.26
8ea	B-LINE B2012PAZN 1 1/2" PIPE/CONDUIT CLAMP, PRE-ASM, RIGID, 1 1/2", ZN PLTD	255.85/c	20.47
*** Continued on Next Page ***			



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03/30/23		S012503866	
ORDER TO:			PAGE NO.
117 NORTH COAST ELECTRIC 239 Bruenn Ave BREMERTON WA 98312-3107 360-479-5425 Fax 360-479-8470			3 of 6

QUOTE TO:  
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SHIP TO:  
CITY OF PORT ORCHARD  
1535 VIVIAN CT.  
PORT ORCHARD, WA 98367-6400

CUST NO.	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
88290	EV CHARGING SERVICE		117 HOUSE	
WRITER		SHIP VIA	TERMS	FREIGHT ALLOWED
Lito Bocanegra			Net	No
ORDER QTY	DESCRIPTION		Net Prc	Ext Prc
130ft	B-LINE B22SH-120GLV CHNL, 1 5/8" X 1 5/8", 9/16" X 1 1/8" S-HOLES, 12 GA, 120		468.81/c	609.45
2ea	B-LINE B280SQZN POST BASE 1 5/8" X 1 5/8" CHNL, 6" X 6" X 3 1/2" BAS		4204.30/c	84.09
60ea	B-LINE TN224ZN TWIRL-NUT, 1/4"-20 THREAD, 1/4" NUT		201.31/c	120.79
60ea	B-LINE TN228ZN TWIRL-NUT, 3/8"-16 THREAD, 3/8" NUT		214.22/c	128.53
100ea	CUL 55424J 3/8-16 X 1-1/2 HEX HEAD BOLT Z		27.54/c	27.54
100ea	CUL 55420J 3/8-16 X 1-1/4 HEX HEAD BOLT Z		26.47/c	26.47
100ea	CUL 40743J 3/8 X 1-1/4 FENDER WASHER ZP		12.54/c	12.54
100ea	CUL 40335J 3/8 FLAT CUT WASHER ZP		5.50/c	5.50
100ea	BRDGPORT 100 3/8 STEEL LOCKNUT		68.85/c	68.85
100ea	CUL 55024J 1/4-20 X 1-1/2 HEX HEAD BOLT Z		14.78/c	14.78
100ea	CUL 55020J 1/4-20 X 1-1/4 HEX HEAD BOLT Z		13.29/c	13.29
100ea	CUL 40725J 1/4 X 1-1/4 FENDER WASHER ZP		9.31/c	9.31
100ea	CUL 40325J 1/4 FLAT CUT WASHER ZP		3.26/c	3.26
5ea	GRN DTAP3/8-16 3/8-16 DRILL/TAP LIKELY SUBJECT TO TAX		9.36/e	46.80
5ea	GRN DTAP1/4-20 DRILL/TAP, 1/4-20 LIKELY SUBJECT TO TAX		8.72/e	43.60
1ea	CRC 14050 16OZ CUTTING OIL WE DO NOT STOCK THE GREASE.		10.11/e	10.11
*** Continued on Next Page ***				

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03/30/23	S012503866
ORDER TO: 117 NORTH COAST ELECTRIC 239 Bruenn Ave BREMERTON WA 98312-3107 360-479-5425 Fax 360-479-8470	PAGE NO.  <b>4 of 6</b>

QUOTE TO:  
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1535 VIVIAN CT.  
PORT ORCHARD, WA 98367-6400

CUST NO.	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
88290	EV CHARGING SERVICE		117 HOUSE
WRITER	SHIP VIA	TERMS	FREIGHT ALLOWED
Lito Bocanegra		Net	No
ORDER QTY	DESCRIPTION	Net Prc	Ext Prc
4ea	ERC 615880 5/8X8FT CU GROUND ROD	17.98/e	71.92
6ea	ERC CP58 GRD ROD CLAMP,SIL BRZ,STD	2.65/e	15.90
4ea	FOGTITE SP-1 GROUND ROD WELL	150.68/e	602.72
280ft	WIRE XHHW-4/0-BRN-19STR-CU-CUT REEL	5277.97/m	1477.83
	Cut Ticket Comment		
	Cuts: 2 @ 140 ft		
280ft	WIRE XHHW-4/0-ORN-19STR-CU-CUT REEL	5653.12/m	1582.87
	Cut Ticket Comment		
	Cuts: 2 @ 140 ft		
280ft	WIRE XHHW-4/0-YEL-19STR-CU-CUT REEL	5653.12/m	1582.87
	Cut Ticket Comment		
	Cuts: 2 @ 140 ft		
280ft	WIRE XHHW-4/0-GRY-19STR-CU-CUT REEL	5653.12/m	1582.87
	Cut Ticket Comment		
	Cuts: 2 @ 140 ft		
120ft	WIRE THHN-4/0-BRN-19STR-CU-CUT REEL	4908.09/m	588.97
	Cut Ticket Comment		
	Cuts: 2 @ 60 ft		
120ft	WIRE THHN-4/0-ORN-19STR-CU-CUT REEL	4908.09/m	588.97
	Cut Ticket Comment		
	Cuts: 2 @ 60 ft		
120ft	WIRE THHN-4/0-YEL-19STR-CU-CUT REEL	4908.09/m	588.97
	Cut Ticket Comment		
	Cuts: 2 @ 60 ft		
120ft	WIRE THHN-4/0-GRY-19STR-CU-CUT REEL	4908.09/m	588.97
	Cut Ticket Comment		
	Cuts: 2 @ 60 ft		
60ft	WIRE THHN-1-BRN-19STR-CU-CUT REEL	2065.80/m	123.95
	Cut Ticket Comment		
	Cuts: 1 @ 60 ft		
60ft	WIRE THHN-1-ORN-19STR-CU-CUT REEL	2065.80/m	123.95
*** Continued on Next Page ***			

## Quotation

**239 Bruenn Ave  
BREMERTON WA 98312-3107  
360-479-5425 Fax 360-479-8470**

QUOTE DATE		QUOTE NUMBER	
03/30/23		S012503866	
ORDER TO: 117 NORTH COAST ELECTRIC 239 Bruenn Ave BREMERTON WA 98312-3107 360-479-5425 Fax 360-479-8470			PAGE NO.  <b>5 of 6</b>

QUOTE TO:  
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216 PROSPECT ST.  
PORT ORCHARD, WA 98366

SHIP TO:  
CITY OF PORT ORCHARD  
1535 VIVIAN CT.  
PORT ORCHARD, WA 98367-6400

CUST NO.	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
88290	EV CHARGING SERVICE		117 HOUSE	
WRITER		SHIP VIA	TERMS	FREIGHT ALLOWED
Lito Bocanegra			Net	No
ORDER QTY	DESCRIPTION		Net Prc	Ext Prc
	Cut Ticket Comment			
	Cuts: 1 @ 60 ft			
60ft	WIRE THHN-1-YEL-19STR-CU-CUT REEL		2065.80/m	123.95
	Cut Ticket Comment			
	Cuts: 1 @ 60 ft			
60ft	WIRE THHN-1-GRY-19STR-CU-CUT REEL		2065.80/M	123.95
	Cut Ticket Comment			
	Cuts: 1 @ 60 ft			
60ft	WIRE THHN-250-BLK-37STR-CU-CUT REEL		5687.24/m	341.23
	Cut Ticket Comment			
	Cuts: 1 @ 60 ft			
60ft	WIRE THHN-250-RED-37STR-CU-CUT REEL		5687.24/m	341.23
	Cut Ticket Comment			
	Cuts: 1 @ 60 ft			
60ft	WIRE THHN-250-WHT-37STR-CU-CUT REEL		5687.24/m	341.23
	Cut Ticket Comment			
	Cuts: 1 @ 60 ft			
500ft	WIRE XHHW-6-BLK-7STR-CU-CUT REEL		899.36/m	449.68
	Cut Ticket Comment			
	Cuts: 1 @ 500 ft			
500ft	WIRE XHHW-6-RED-7STR-CU-CUT REEL		899.36/m	449.68
	Cut Ticket Comment			
	Cuts: 1 @ 500 ft			
500ft	WIRE XHHW-6-GRN-7STR-CU-CUT REEL		899.36/m	449.68
	Cut Ticket Comment			
	Cuts: 1 @ 500 ft			
200ft	WIRE THHN-2-GRN-19STR-CU-CUT REEL		1897.87/m	379.57
	Cut Ticket Comment			
	Cuts: 1 @ 200 ft			
100ft	WIRE BARE-SD-6-SOL-CU-CUT REEL		656.04/m	65.60
	Cut Ticket Comment			
*** Continued on Next Page ***				

# Quotation

239 Bruenn Ave  
BREMERTON WA 98312-3107  
360-479-5425 Fax 360-479-8470

QUOTE DATE	QUOTE NUMBER
03/30/23	S012503866
ORDER TO: 117 NORTH COAST ELECTRIC 239 Bruenn Ave BREMERTON WA 98312-3107 360-479-5425 Fax 360-479-8470	PAGE NO.  <b>6 of 6</b>

QUOTE TO:  
CITY OF PORT ORCHARD  
216 PROSPECT ST.  
PORT ORCHARD, WA 98366

SHIP TO:  
CITY OF PORT ORCHARD  
1535 VIVIAN CT.  
PORT ORCHARD, WA 98367-6400

CUST NO.	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
88290	EV CHARGING SERVICE		117 HOUSE
WRITER	SHIP VIA	TERMS	FREIGHT ALLOWED
Lito Bocanegra		Net	No
ORDER QTY	DESCRIPTION	Net Prc	Ext Prc
1ea	Cuts: 1 @ 100 ft	17403.00/e	17403.00
1ea	LOT SIEMENS	3716.60/1	3716.60
	LOT CROUSE-HINDS PRODUCTS		
	PM2CO4001703N3RPS		
	TAXES NOT INCLUDED		

This quote is conditioned on buyer's acceptance of North Coast Electric Company's Standard Terms and Conditions Applying to all Sales set out in form NC055 available at <https://www.northcoastelectric.com/TermsandConditions> or upon request.

<b>Subtotal</b>	<b>49162.52</b>
<b>S&amp;H Chgs</b>	<b>0.00</b>
<b>Total</b>	<b>49162.52</b>

9.3% WSST 4572.11  
TOTAL 53,764.63



## ER&R

# Replacement or Addition Purchase Request

RCW 43.19.648 – Requires all local governments to convert their vehicle fleets to electricity or biofuel. Local governments are required to transition all vehicles to electricity or biofuels to the extent practicable. WAC 194-29-030 provides further guidance regarding this issue. If it is not practical for local governments to use electricity or biofuel for police, fire or emergency response vehicles, including utility vehicles frequently used for emergency response, it is encouraged to consider alternate fuels and vehicle technologies to displace gasoline and diesel fuel use.

**Please attach the quote for vehicle / equipment.**

Description of item:							
Procurement method:							
Department							
Water	Sewer	Storm	Street	Public Works	DCD	Police	Admin
Addition or Replacement							
	Addition to Fleet - Please state business case for addition:						
	Replacement Vehicle / Equipment being replaced:						
Fleet Standardization							
	Requested Vehicle / Equipment follows fleet standardization						
	Requested Vehicle / Equipment DOES NOT follow Standardization. List items that are not fleet standard and reason for addition.						

	Requested Vehicle / Equipment does not have a standard
<b>Cost</b>	
	Fleet standard cost
	Additional cost for consideration and business case:
	TOTAL

### STANDARDS FOR VEHICLES

#### Police Department Standard Vehicle

<u>Model</u>	<u>Chassis</u>	<u>Drive Train</u>	<u>Color</u>	<u>Graphics</u>	<u>Accessories</u>
Ford	Sedans	Automatic	Black	City Decal	Lights
	SUV	2WD		Vehicle Number	Radios
		4WD			Antennas
		AWD			

#### Public Works and Planning Standard Truck

<u>Model</u>	<u>Chassis</u>	<u>Cab Size</u>	<u>Drive Train</u>	<u>Color</u>	<u>Graphics</u>	<u>Accessories</u>
Ford	1/2 Ton	Regular	Automatic	White	City Logo	Lights
	3/4 Ton	Extended	2WD		Truck Number	Radios
	1 Ton	Crew Cab	4WD			Antennas
						Tool Boxes

#### Administration and Planning Standard Vehicle

<u>Type</u>	<u>Chassis</u>	<u>Drive Train</u>	<u>Color</u>	<u>Graphics</u>	<u>Accessories</u>
Electric	Sedans	Automatic	White	City Logo	Lights
Biofuel	SUV	2WD		Vehicle Number	Radios
		4WD			Antennas
		AWD			

I have reviewed the vehicles / equipment listed above and request approval for purchase.

  
 \_\_\_\_\_  
 Department Director

\_\_\_\_\_  
 Date

Approved for purchase by:

---

ER&R Representative

---

Date



04/17/2023

NEW SOURCEWELL SINGLE ENGINE COMBINATION JET/VACUUM SEWER CLEANER

**Sourcewell Contract: 101221-VAC**

Customer: CITY OF PORT ORCHARD PUBLIC WORKS

Shipping: WASHINGTON

Requirement Specification	
Combination jet/vacuum sewer cleaner with all standard equipment V311HEN/1000 L H A -P	
Sourcewell discount	
11 Yard debris body	
Freightliner model 114SD chassis with a 475 HP Cummins X12 Engine, Allison 3500RDS Transmission *Special Order Chassis	
Body mounting on Chassis	
10" Aluminum telescoping boom with pendant control station	
Front mounted articulating hose reel, 600' (1") Capacity, articulating to drivers side	
600' x 3/4" Jet rodder hose	
50 GPM @ 3000 PSI Giant water system	
1000 Gallon polyethylene water tank capacity with 10 year warranty	
6" Knife valve with center post and handle	
A Flat style rear door in lieu of dome style door including hydraulic opener	
Built in body prop	
Debris tank drain screen placement	
Electric vibrator	
Rear splash shield - rear flange mounted	
Rubber pad on standard deflector	
Screen assembly over drain port in debris tank	



Requirement Specification	
1/4 Turn ball valve water drain	
50' capacity retractable hand gun hose reel	
Air purge system	
Centrifugal compressor fan flush out system	
Debris body "Power Flush" system, 8 jets	
Hydro-excavation package	
Variable flow valve	
Water pump remote oil drain	
Power guide "Reel Power" level wind guide	
Behind cab boom support	
Cone rack, hinges style/deck	
Long handle storage placement - mounted in storage box under shelf	
Rear mounted tow hooks	
Remote boom grease zerk assembly	
Remote debris tank grease zerk assembly	
Tungsten infused carbide boom elbow and reducer	
LED 4 Strobes (2) front bumper, (2) rear bumper	
LED Boom mounted flood lights with limb guard	
LED Flood light - Level wind guide	
LED Mid body flood lights with guards	
LED Rear mounted flood lights with limb guards	
Two LED Strobes with limb guards, rear debris tank mounted	
Two Mirror mounted LED strobe light with limb guard	
Front hose reel camera placement	
Low water alarm with light	

Requirement Specification	
Omnibus Precision Power System	
Rear camera placement	
Wireless remote control	
Traffic camera with color monitor	
High-Pressure hand wand 51" x ½" stainless steel, pistol grip handle with adjustable handle	
Hydro-X Lance Assembly	
Two High Pressure "Tommy Gun Style" HP wash down gun - ECE to Provide	
Paper Vac-Con Manual	
Two ¾" x 15' Length Leader Hose	
Additional pipe rack	
Lazy Susan pipe rack	
Storage box behind cab 16" x 42" x 96"	
Vac-Con unit painted: Elite Pepsi Blue	
Safety Striping package - Green	
Local dealer pre delivery and inspection	
Delivery to customer facility	
Additional discount offered by local dealer	
<b>TOTAL PRICE OFFERED TO SOURCEWELL MEMBER</b>	<b>\$544,758.64</b>
<b>Sales Tax - 9.3%</b>	<b>\$50,662.55</b>
<b>Vehicle Use Tax - 0.3%</b>	<b>\$1,634.28</b>
<b>Transfer Fee - \$175.00</b>	<b>\$175.00</b>
<b>TOTAL PRICE OFFERED TO SOURCEWELL MEMBER INCLUDING TAX</b>	<b>\$597,230.47</b>

**Delivery is \_\_\_\_ Days after receipt of order.**

SOURCEWELL CONTRACT NO 101221-VAC

VENDOR/CONTRACT HOLDER: VAC-CON, INC.

CONTACT: M.J. DUBOIS

EMAIL: [MJDUBOIS@DUCOLLC.COM](mailto:MJDUBOIS@DUCOLLC.COM)

969 HALL PARK RD

PHONE: 410-924-1004

GREEN COVE SPRINGS, FL 32043

**THIS QUOTE IS VALID FOR (30) DAYS FROM THE DATE OF QUOTATION**



## City of Port Orchard: City Council Strategic Planning Session Summary

April 14, 2023 | 9:00 a.m. – 2:00 p.m. | Port Orchard City Hall

**Purpose:** The 2023 strategic planning session will focus on prioritizing budget amendments for the 2022-2023 budget.

### Welcome

Sophie Glass, facilitator, welcomed the City Council and Mayor Putaansuu to their 2023 strategic planning session. Below is a list of City Council members in attendance:

- Shawn Cucciardi
- Jay Rosapepe
- Scott Diener
- John Clauson
- Cindy Lucarelli
- Fred Chang
- Mark Trenary (Mayor Pro-Tem)

### Presentation by the Mayor

Mayor Rob Putaansuu provided updates on the recent accomplishments and current activities within the City, as described below:

- State of the City: Port Orchard's 2022 accomplishments and current work efforts. *See Attachment A.*
- Capital Projects: status of and funding for Port Orchard's capital projects. *See Attachment B.*
- Sales Tax Collections: information regarding sales tax collection within Port Orchard. *See Attachment C.*
- Guiding Principles Placard: a draft design of the placard with guiding principles for the Council Chambers. *See Attachment D.*
- Permanent Supportive Housing Plans: draft architectural drawings of the 22 Riverstone house. *See Attachment E.*

### Midyear Review: Brainstorm

Mayor Putaansuu reviewed the capital projects and personnel requests as part of the midyear review. *See Attachment F.* The Council discussed these requests and prioritized the results, as described in the section below.

#### Capital Projects

##### High Priority

- Fully fund street paving
- Reserve and set aside funds for the 2025/2026 Bay Street Construction Project
- Orchard Street Plaza Design - \$140K from park impact fees – Fund when available



- Givens Sports Court - RCO grant & Rotary funded – Cost overruns funded by city
- Key Card Project - \$11K Department of Community Development proceed now - \$44K for City Hall include in remodel project
- LEED Commissioning Consultant - \$6.7K now & \$46.7K during construction
- Elements of 2nd Sidney Force Main – Find funding as needed

#### Mid-Priority

- N/A

#### Low Priority

- Public Works Shop Expansion
- Fire District Property Purchase

As a policy directive, the City Council emphasized the importance of finishing capital projects underway before initiating new efforts.

#### Personnel Requests

##### High priority

- Assistant Planner to Environmental Planner – Proceed now
- GIS Specialist to GIS Coordinator – Part of Salary Survey
- HR Specialist to HR Analyst - Part of Salary Survey
- Senior Planner to Principal Planner - Part of Salary Survey

##### Mid-Priority

- HART Coordinator – Develop job description and salary range as part of Salary Survey

##### Low-Priority

- Police Department Office Manager - Develop job description and salary range as part of Salary Survey
- Public Works Office Assistant
- Accounting Position
- Police Officers
- Public Information Consultant Contract

#### **Discussion of Community Needs**

The City Council held a discussion regarding the high-level needs within the community, and some associated projects or policies to meet those needs.



High-Level Needs	Associated Projects
Improve transportation (including traffic)	<ul style="list-style-type: none"><li>• Sedgwick Roundabouts</li><li>• Signal improvements</li><li>• Dedicated taxes for transportation (e.g. transportation benefit district)</li><li>• Bike and pedestrian investments</li></ul>
Infrastructure for water and utilities	<ul style="list-style-type: none"><li>• Avoid burdensome rate increases</li></ul>
Provide sufficient housing	<ul style="list-style-type: none"><li>• Support subsidized housing</li></ul>
Support for vulnerable populations	<ul style="list-style-type: none"><li>• Mile Hill Shelter annexation</li><li>• Site for safe parking</li><li>• Site for tent cities</li><li>• Also recognize the limits of the City's role as a social service provider</li></ul>
Improve parks	<ul style="list-style-type: none"><li>• Consider recreational facilities</li></ul>
Enhance customer service	<ul style="list-style-type: none"><li>• Make it easy for residents and businesses to get what they need from the City</li></ul>
Improve safety	<ul style="list-style-type: none"><li>• Address crime</li></ul>

### **Wrap Up and Adjourn**

Mayor Putaansuu thanked the City Council for their excellent work. Councilmembers expressed appreciation for the collegial and supportive environment on the Council.

*The meeting was adjourned at approximately 1:40 PM.*

## ATTACHMENT A

03.9.2023

# 2023 State of the City Mayor's Report



# 2022 City Accomplishments

## Law Enforcement

- Conducted a survey and heard that Law Enforcement & Crime reduction should be our highest priority.
- Hired 6 new officers
- Created a 5<sup>th</sup> Sergeant position to provide more oversight and supervision
- Launched the police department's first independent social media site.
- Identified, purchased & launched a body-worn camera program.
- Supported the Marine Patrol unit to remove 35 derelict vessels from Sinclair inlet.
- Two additional police officers added in the 2023 budget.





# New Police Officers



# 2022 City Accomplishments

## Comprehensive Planning

- Completed our Comprehensive Park Plan & updated our Park Impact Fee
- Completed our water rate study changing to a consumption model

# 2022 City Accomplishments

## Grants & Awards

- \$1 million Federal Appropriation for Bay Street Design
- \$2.2 million KRCC award for Bay Street reconstruction
- \$500,000 State grant for shoreline restoration related to the Community Center Project
- \$650,000 TIB grant for the Pottery pedestrian improvements at Cedar Heights Middle School
- \$1.4 million Safe Routes to Schools award for Sidney Road at Sidney Glenn Elementary School
- \$700,000 TIB award for the design of Tremont Phases II & III
- \$400,000 for pavement overlay of Old Clifton Rd

# 2022 City Accomplishments

## Local Transportation Funding

- 1/10<sup>th</sup> sales tax measure passed for the design and construction of Bethel Rd Phase I
- More than \$1.3 million in funding for road preservation and maintenance

# 2023-2024 Budget

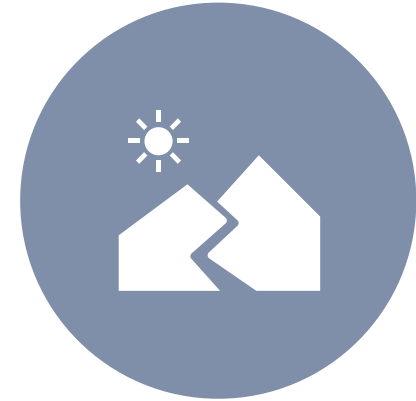
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CAPITAL



NEW HIRES



PAVING STREET/TRANSPORTATION  
PRESERVATION

## Capital Construction Funds Budgeted for 2023-2024~\$41 million

Capital Projects	Number of Projects	Funded
Parks & Facilities Capital Projects	4	\$2,178,400
Transportation Capital Projects	11	\$12,385,700
Water Capital Projects	6	\$10,368,700
Storm Drainage Capital Projects	2	\$1,200,000
Sewer Capital Projects	5	\$14,832,900
<b>Total Capital Projects</b>	<b>28</b>	<b>\$40,965,700</b>

# Capital Highlights

- \$18 million Marina Pump Station Project
- \$3 million for the Bethel/Lincoln & Mitchel/Lincoln Round-Abouts
- \$7 million City Hall reskin and weatherization
- \$4 million Bay Street Pedestrian Pathway Phase II
- \$8.7 million Well #11 Construction
- \$2 million new water treatment system Well #7
- \$650,000 modernization of sewer lift station controls
- \$500,000 Melcher water pumpstation rebuild
- \$500,000 new water pumpstation Sidney South Area

# Personnel Adjustments in 2023-2024

- Public Works: 1 FTE - Engineering 1
- Dept. of Community Development: 1 FTE - Code Enforcement
- Dept. of Community Development: 0.5 FTE - Office Assistant I
- Police: 2 FTE - Patrol Officers

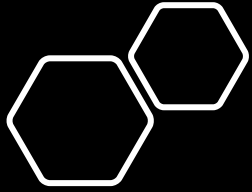
# 2023-2024 Transportation Maintenance, Operations, Preservation

Fund 002

**\$6.235 million**

- Including-**Pavement Preservation:** **\$1.352 million+**
- Including-Lund Bridge Maintenance **\$338k+**
- Including-Sidewalks, Traffic Control: **\$210k+**





# Major Projects in Design Phase

Bethel Phase I

Bay Street Reconstruction related to sea level rise

Port Orchard Community Events Center

Shoreline Restoration related to the Community Center

Sewer improvements for Ruby Creek Sub Area



PORT ORCHARD  
COMMUNITY  
EVENTS CENTER

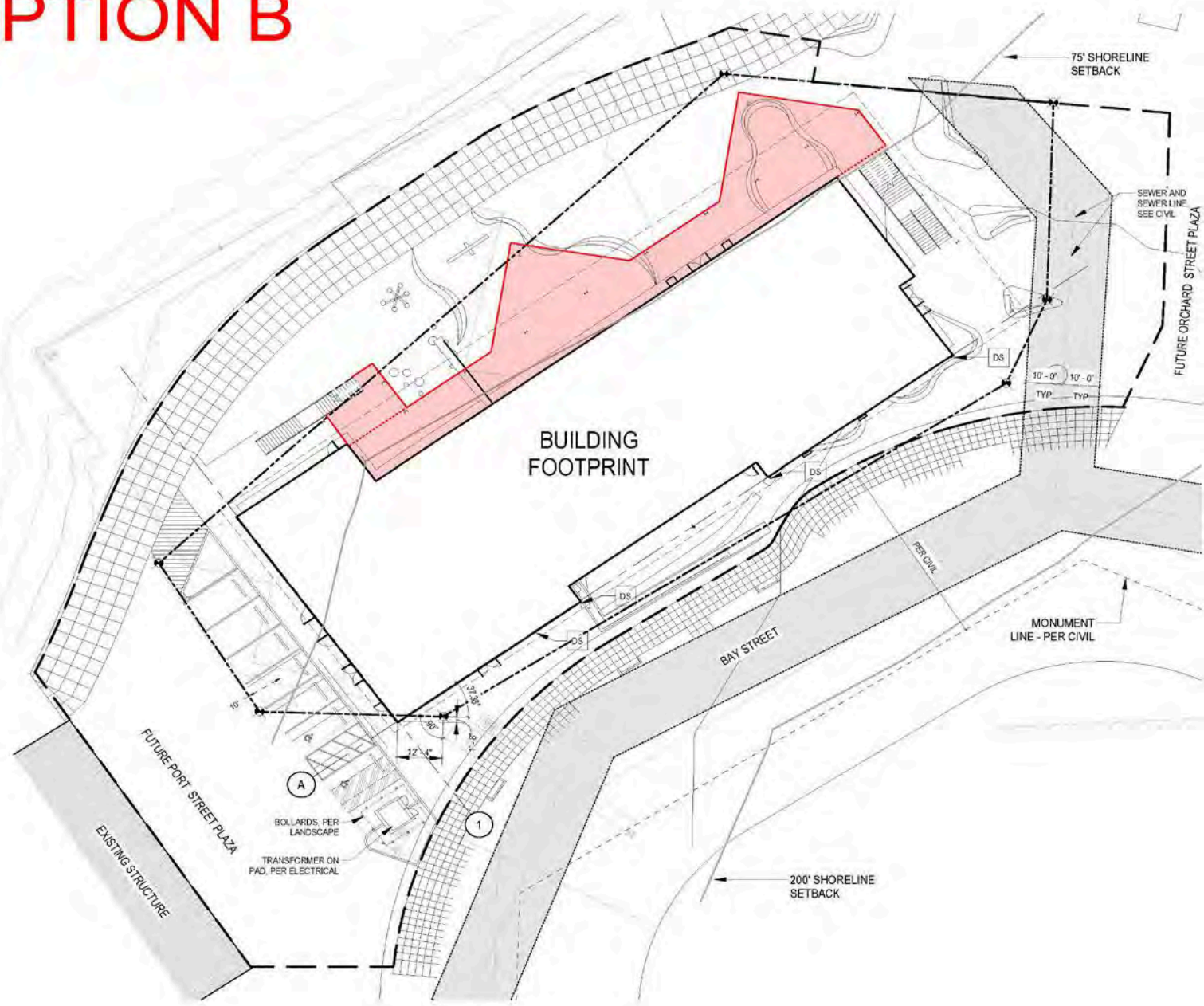
PORT ORCHARD







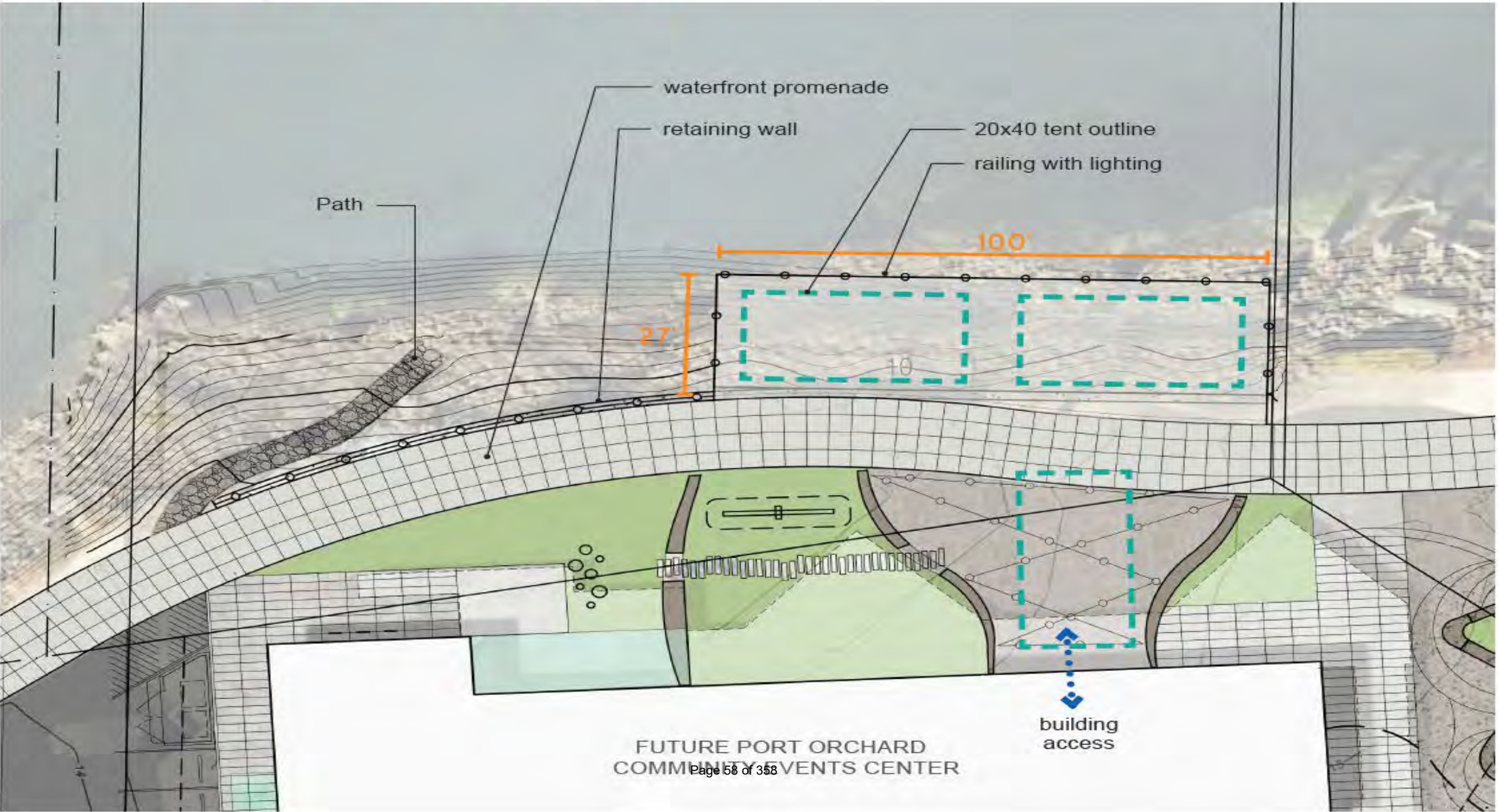
# OPTION B











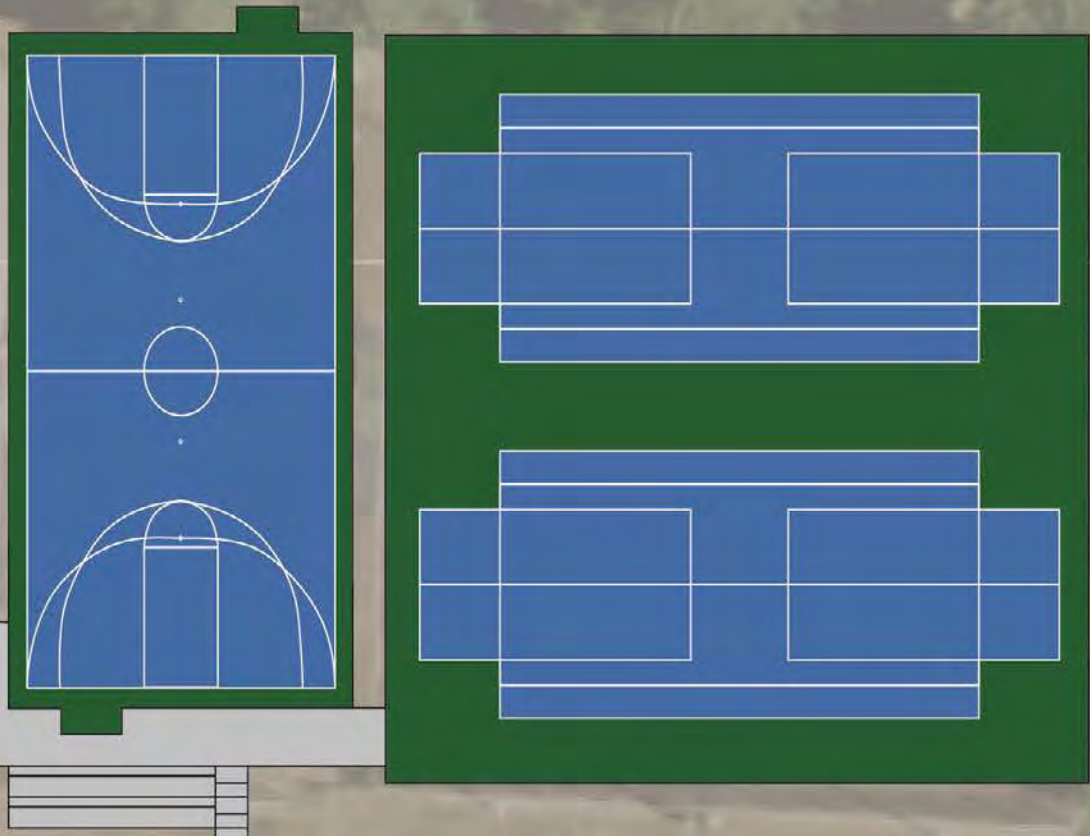






# Givens Park Sport Court Remodel #22-1588 Dev

**CONCEPTUAL LAYOUT**  
Givens Park 1015 Tacoma Ave Port Orchard, WA 98366





# City Leadership

**Mayor Rob Putaansuu**, President of the Association of Washington Cities. Executive Board Puget Sound Regional Council.

**Finance Director Noah Crocker**, President of the Washington Public Treasures Association & Chair of the Association of Washington Cities Retro Advisory Committee.

**City Clerk Brandy Wallace**, AWC-RMSA Operating Committee

**Police Chief Matt Brown**, Chair, WASPC Professional Services Committee, Chair, Kitsap County Law Enforcement Executive Group, Executive Board, Kitsap Critical Incident Response Team, Executive Board, Kitsap Law & Justice Council.

**Planning Director Nick Bond**, PSRC Regional Staff Committee

**HR Director Debbie Lund**, AWC Employee Benefits Advisory Committee

**Public Works Director Tony Lang**, Solid Waste Advisory Committee.

# Questions?

## ATTACHMENT B



# Capital Projects Council Retreat 04.14.2023

Note: This is not a financially constrained plan. This is intended to illustrate the project estimates and potential funding sources.

## Community Events Center: Project Update Estimated Costs

### Use of Funds

<u>Category</u>	<u>Expense Budget</u>	<u>Expense Actuals</u>	<u>Remaining</u>
Miscellaneous	\$5,000	\$3,997	\$1,003
Property Purchase	\$2,508,073	\$2,508,073	\$-
RFM Contract(Design)	\$2,760,688	\$1,293,577	\$1,467,111
Construction	\$22,826,239	\$-	\$22,826,239
<b>Total Estimated</b>	<b>\$ 28,100,000</b>	<b>\$3,805,647</b>	<b>\$24,294,353</b>

## Community Events Center: Project Update Funding Sources

### Source of Funds

<u>Category</u>	<u>Budget</u>	<u>Actuals</u>	<u>Remaining</u>
Public Facility District	\$12,000,000	\$1,976,199	\$10,023,801
City Funds (Fund 001)	\$1,293,901	\$618,167	\$675,734
State Grant	\$1,211,280	\$1,211,280	\$-
<i>Public Facility District Anticipated</i>	<i>\$6,546,000</i>	<i>\$-</i>	<i>\$13,594,819</i>
<i>Library Anticipated</i>	<i>\$3,542,410</i>	<i>\$-</i>	<i>\$3,542,410</i>
<i>City Anticipated (Park Impact Fees)</i>	<i>\$3,542,410</i>	<i>\$-</i>	<i>\$3,542,410</i>
<b>Total Estimated</b>	<b>\$28,100,000</b>	<b>\$3,805,646</b>	<b>\$24,294,354</b>



## Park Impact Fee History: 2015-2023 YTD(as of 03.31.2023)\*

<u>Fiscal Period</u>	<u>Budget</u>	<u>Actuals</u>
2024	\$ 2,105,500	\$ -
<b>2023*</b>	<b>\$ 2,574,300</b>	<b>\$ 821,642</b>
2022	\$ 40,000	\$ 362,607
2021	\$ 40,000	\$ 248,244
2020	\$ 40,000	\$ 172,268
2019	\$ 40,000	\$ 77,045
2018	\$ 83,421	\$ 88,399
2017	\$ 81,979	\$ 81,979
2016	\$ 38,000	\$ 24,687
2015	\$ 8,000	\$ 42,985

## Bay Street Pedestrian Pathway~ \$10.042 million:

Project is completing the ROW Phase to acquire and then complete the construction of the Bay Street Pedestrian Pathway (Segment 1,6-11).

Category	Budget	Spent	Remaining
ROW-Consulting Services	\$813,200	\$573,200	\$240,000
Approved ROW-Purchase	\$3,229,000	\$3,110,000	\$119,000
Remaining ROW Purchases—Est.	\$1,000,000	\$0	\$1,000,000
Construction	\$5,000,000	\$0	\$5,000,000
<b>Total</b>	<b>\$10,042,200</b>	<b>\$3,683,200</b>	<b>\$6,359,000</b>

Funding Sources <u>Remaining</u>	Amount	Cash/Debt	Budgeted	Funding Available
Federal ROW Grant	\$20,000	Cash	2023-2024	Yes
Federal Construction Grant	\$2,900,000	Cash	No	Yes
Real Estate Excise Tax 1	\$1,359,000	Cash	2023-2024	No
Real Estate Excise Tax 2	\$2,080,000	Cash	2023-2024	Yes
<b>Total</b>	<b>\$6,359,000</b>			

*\*REET 1 balance  
as of 02.28.2023  
~\$606k*

*\*Need an  
additional  
\$753,000*

## Sales Tax Collections

Population

Summary of Budget to Actuals	2022	2023	2024	Biennial
Budget	5,340,000	6,565,000	6,895,000	13,460,000
Actual	7,783,763	1,914,119	-	1,914,119
Over/Under	\$ 2,443,763	\$ (4,650,881)	\$ (6,895,000)	\$ (11,545,881)

Percentage of Biennial Budget Received

14%

Actuals			
	2022	2023	2024
January	\$ 543,145	\$ 656,711	\$ 656,711
February	626,678	684,990	\$ 684,990
March	524,545	572,419	\$ 572,419
April	548,118		\$ -
May	665,944		\$ -
June	682,922		\$ -
July	668,890		\$ -
August	742,304		\$ -
September	707,709		\$ -
October	693,521		\$ -
November	730,655		\$ -
December	649,332		\$ -
Total	\$ 7,783,763	\$ 1,914,119	\$ -

Actuals	
Year over Year Change	% Change
\$ 113,566	20.91%
\$ 58,312	9.30%
\$ 47,874	9.13%
\$ 219,751	12.97%

Budget		
2023 estimated based on 5yr avg	Budget vs Actual (Over/Under)	% Over/Under
\$ 491,484	\$ 165,226	33.6%
\$ 591,156	\$ 93,834	15.9%
\$ 456,559	\$ 115,860	25.4%
\$ 439,218		#VALUE!
\$ 543,259		#VALUE!
\$ 539,409		#VALUE!
\$ 582,239		#VALUE!
\$ 611,427		#VALUE!
\$ 587,557		#VALUE!
\$ 577,620		#VALUE!
\$ 600,359		#VALUE!
\$ 544,712		#VALUE!
\$ 6,565,000	\$ 374,920	24.36%

## Real Estate Excise Tax (REET) Collections

Summary of Budget to Actuals	2022	2023	2024	Biennial
Budget	\$ 1,808,000	\$ 800,000	\$ 800,000	\$ 1,600,000
Actual	1,945,903	377,088	-	\$ 377,088
Over/Under	\$ 137,903	\$ (422,912)	\$ (800,000)	\$ (1,222,912)

Percentage of Biennial Budget Received

24%

Actuals			
	2022	2023	2024
January	\$ 82,213	\$ 81,265	\$ 81,265
February	166,226	137,211	\$ 137,211
March	204,469	158,612	\$ 158,612
April	126,410		\$ -
May	151,824		\$ -
June	190,761		\$ -
July	249,922		\$ -
August	172,743		\$ -
September	181,406		\$ -
October	151,035		\$ -
November	121,635		\$ -
December	147,258		\$ -
Total	\$ 1,945,903	\$ 377,088	\$ -

Actuals	
Year over Year Change	% Change
\$ (948)	-1.15%
\$ (29,015)	-17.46%
\$ (45,857)	-22.43%
\$ (75,821)	-16.74%

Budget		
2023 estimated based on 5yr avg	Budget vs Actual (Over/Under)	% Over/Under
\$ 40,204	\$ 41,062	102.1%
\$ 61,301	\$ 75,910	123.8%
\$ 67,397	\$ 91,215	135.3%
\$ 59,145		#VALUE!
\$ 54,140		#VALUE!
\$ 69,833		#VALUE!
\$ 115,834		#VALUE!
\$ 66,740		#VALUE!
\$ 77,911		#VALUE!
\$ 64,260		#VALUE!
\$ 47,001		#VALUE!
\$ 76,232		#VALUE!
\$ 800,000	\$ 208,187	123%



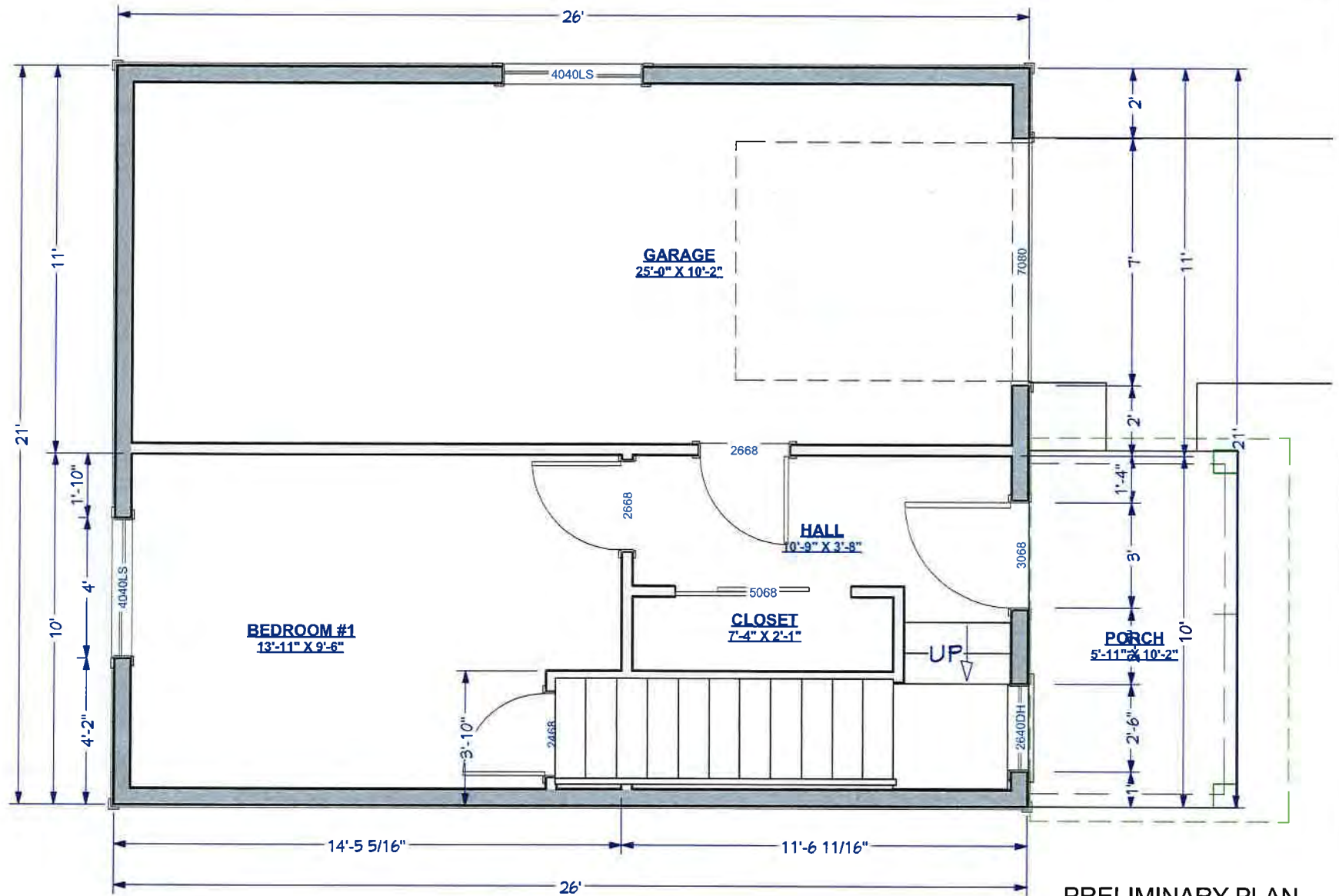
# **GUIDING PRINCIPLES**

**The Mayor and City Councilmembers worked to develop the following four guiding questions to help assess priorities:**

- **Are we raising the bar?**
- **Are we honoring the past, but not living in the past?**
- **Are we building connections with outside partners?**
- **Is the decision-making process positively impacting diversity, equity and inclusion?**





**ENTRY LEVEL**PRELIMINARY PLAN  
FOR STUDY ONLY**KEENAN DESIGN, INC.**5458 CHICO WAY NW  
BREMERTON, WA 98312  
360-440-0813

bkeenan1563@gmail.com

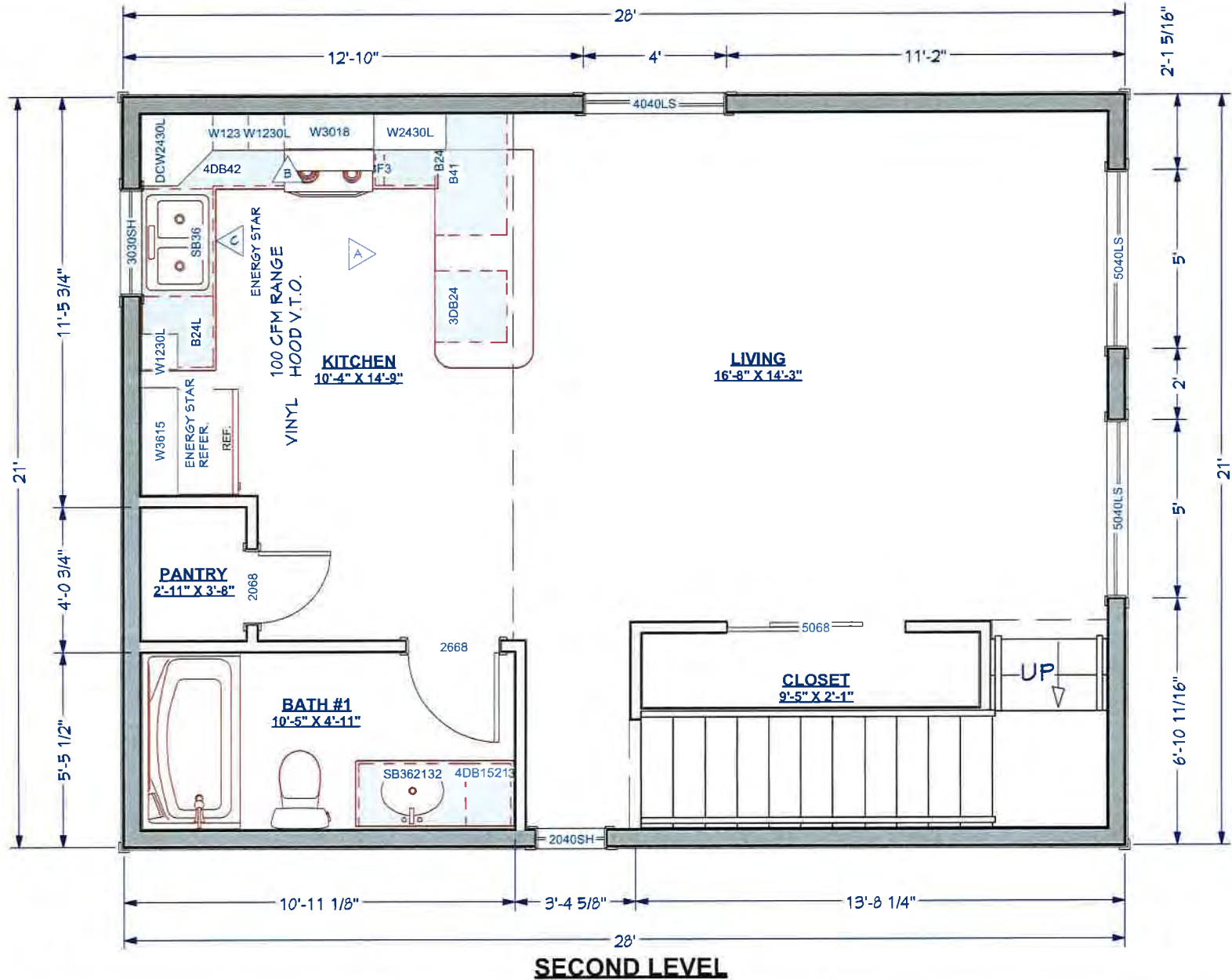
HOUSING KITSAP  
LOT 22 RIVERSTONE**PROPOSED PLAN**

598 SF

588 SF

268 SF = 1454 SF

**PAGE****1****OF FOUR**



**KEENAN DESIGN, INC.**

5458 CHICO WAY NW  
BREMERTON, WA 98312  
360-440-0813

bkeenan1563@gmail.com

**HOUSING KITSAP  
LOT 22 RIVERSTONE**

Page 71 of 358

**PROPOSED PLAN**

598 SF

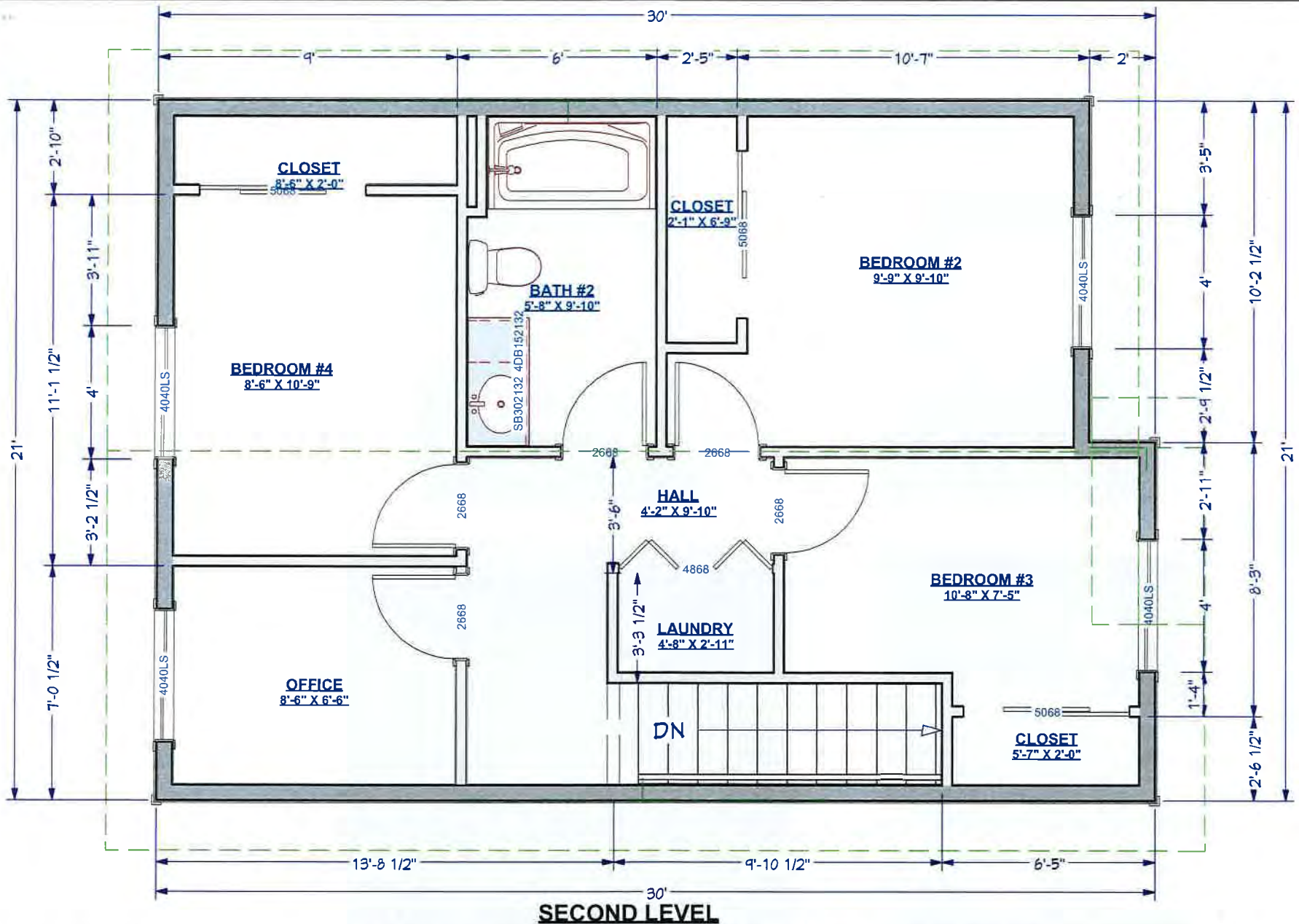
588 SF

268 SF= 1454 SF

**PAGE**

**2**

**OF FOUR**



**KEENAN DESIGN, INC.**

5458 CHICO WAY NW  
BREMERTON, WA 98312  
360-440-0813

bkeenan1563@gmail.com

HOUSING KITSAP  
LOT 22 RIVERSTONE

PROPOSED PLAN

598 SF

588 SF

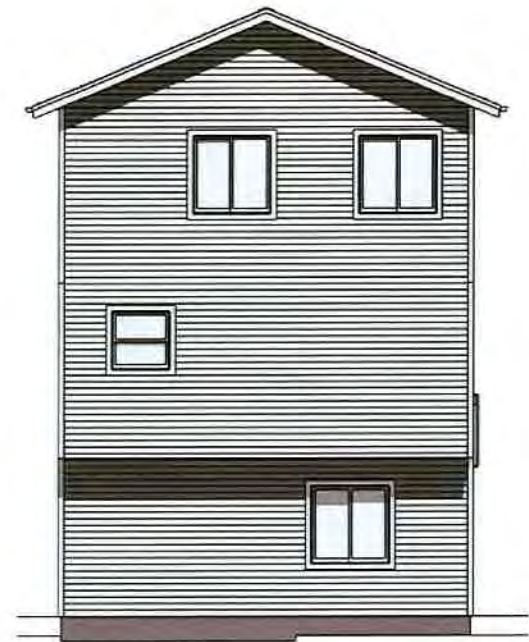
268 SF= 1454 SF

PAGE

3

OF FOUR





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HOUSING KITSAP  
LOT 22 RIVERSTONE

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PROPOSED PLAN  
598 SF  
588 SF  
268 SF= 1454 SF

**PAGE**  
**4**  
**OF FOUR**

# ATTACHMENT E

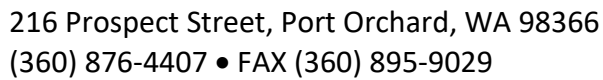
## Mayor's Budget ~ Mid-Year Review Highlights

### Mid-Year Review

- Court Security – Not needed at this time.
- City Hall Construction Funding (Spring 2023) – Currently out to bid.
- Orchard Street Plaza Design – Consultant selection underway.
- Public Works Shop Expansion – In house design is the first step.
- SR166/Bay Street Construction – 2025/2026 Budget. Set money aside at mid-year?
- Well #7 - Preconstruction loan pending - \$7M total project cost
- Water System Pipe Survey – Federally mandated lead service line survey. Staff time only.
- Bay Street Lift Station – Pursuing grants and loans for preconstruction.
- Fire District Property Purchase at McCormick Village Park – Property has little value.
- Givens Sport Courts (RCO Grant-City Match) Rotary working to fund.
- Elements of 2<sup>nd</sup> Sidney Force Main - Related to Pottery complete Street.
- Key Card Entry 720 and additional Facilities – DCD \$11K – City Hall \$44K
- LEED Certification for Community Center \$229,800 – Contract Already Approved
- LEED Commissioning Consultant \$6.7K now - \$46.7K during construction

### Personnel Requests

- Police Officers – Chief believes the Office Manager is a bigger need.
- Community Health Navigator – Redefine position similar to HART Coordinator.
- Permit Center Overlap – 60 days of overlap for a retirement.
- Public Works Office Assistant – Additional coverage provided by interns during the summer.
- Accounting Position – Position needs to be better defined.
- HR Specialist Promotion to HR Analyst – Promotion warranted.
- Police Department Office Manager
- Senior Planner Promotion to Principal Planner
- Assistant Planner to Environmental Planner
- GIS Specialist/Development Review to GIS Coordinator/Public Works Inspector. – Salary Survey
- Public Information Consultant Contract – Additional funding may be needed.
- Public Events Coordinator – After we open the Community Center 2027?
- Safety Coordinator – Request from HR to reduce L&I claims & exposure – 2025/2026
- City Administrator – 2025/2026



## Page 75 of 358

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**Recommendation:** Staff recommends that the City Council hold a public hearing on the Blueberry Apartment development agreement for traffic impact fee credits.

**Fiscal Impact:** The proposed agreement will result in the developer dedicating property necessary for the construction of Bethel Road SE as described in the Bethel Sedgwick Corridor Plan saving the city money for property acquisition and staff resources.

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

**Attachments:** Please see the following items as attached to the corresponding business item in the City Council packet for 5/9/23 (Business Item 8B): Ordinance; Blueberry Apartments Development Agreement; Exhibits to Blueberry Apartments Development Agreement.





**Agenda Staff Report**

Agenda Item No.:	Business Item 8A	Meeting Date:	May 9, 2023
Subject:	Adoption of an Ordinance Approving the Petition to Vacate City Right-of-Way, an Alley Commonly Known as Mystery Lane, and the Westerly Portion of Harrison Avenue	Prepared by:	Brandy Wallace, MMC City Clerk
		Atty Routing No.:	366922-0005
		Atty Review Date:	April 6, 2023

**Summary:** On April 11, 2023, a public hearing was held to take testimony on whether the City Council should vacate City Right-of-Way (ROW), an alley commonly known as Mystery Lane and the westerly portion of Harrison Avenue, depicted as follows: The City received the petition for these vacations from the owners of two of the parcels that would benefit from these vacations: (1) William and Virginia Anderson, owners of Parcel No. 4060-008-022-0105; and (2) Marcailla Barden, owner of Parcel No. 352401-1-004-2000.

The public hearing was closed, and Council moved to direct this item to a future council meeting agenda.

The Petitioners submitted sworn statements of support from abutting property owners who would also benefit from the vacation of these areas. Consistent with the requirements of POMC Chapter 12.08, Staff has determined the following with regards to the proposed street vacation:

The area sought to be vacated was added to the City by the Town Council, on April 6, 1891. To date the City has not opened the ROW.



The City Engineer has reviewed the street vacation petition and has indicated the following:

1. The area sought to be vacated is not needed for public travel now or in the foreseeable future.
2. The functionality of the area sought to be vacated for public purposes is nonexistent.
3. The vacation of the area would not adversely affect any City utilities, such as water, sewer, or storm.
4. The City has not included any projects within the proposed vacation area as part of its six-year road plan, nor has the City any scheduled capital facilities projects on this property.

The Community Development Director stated the following:

1. Vacation of the proposed area does not create potential or actual land uses that are inconsistent with City growth plans and goals. This area has not been identified in the City's Comprehensive Plan.

The Petitioners, represented by legal counsel, have requested a waiver of the City's requirement to pay an amount not to exceed the appraised value of the area to be vacated prior to the vacation. The bases for the request are stated in the letter of support submitted by Petitioners' legal counsel. POMC 12.08.050 makes the payment of compensation a mandatory requirement. If the City Council desired to waive the compensation requirement, staff would need to prepare an ordinance amending POMC 12.08.050 to allow for a modification to that code section.

**Recommendation:** Based on the report provided to the Council, staff recommends approving the street vacation petitions, as presented.

**Motion for consideration:** I move to adopt an Ordinance, vacating the City's right-of-way, an alley commonly known as Mystery Lane and the westerly portion of Harrison Avenue, as presented.

**Fiscal Impact:** To be determined.

**Alternatives:** Deny the street vacation based on the need of the City.

**Attachments:** Ordinance  
Petition and Supporting Documents  
Kitsap Law Group Letter of Support  
RESOLVE Appraisal

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

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, VACATING A PORTION OF HARRISON AVENUE, UNOPENED CITY RIGHT-OF-WAY AN ALLEY COMMONLY KNOWN AS MYSTERY LANE AND THE WESTERLY PORTION OF HARRISON AVENUE IN PORT ORCHARD, WASHINGTON; ESTABLISHING THE CONDITIONS OF SUCH VACATION; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, associated petitions to vacate City right-of-way (ROW), an alley commonly known as Mystery Lane and the westerly portion of Harrison Avenue, was submitted to the City by William C. and Virginia Anderson, owners of 812 Mystery Lane Street, Kitsap County Tax Parcel No. 4060-008-022-0105 and Macailla Barden, owner of 1145 Sidney Avenue, Kitsap County Tax Parcel No. 352401-1-004-2000 ("Petitioners"); and

**WHEREAS**, the Petitioners sought signatures to join the petition by adjoining property owners, which collectively represent the owners of more than two thirds of the abutting property, and all have signed and are in support of the petition; and

**WHEREAS**, on March 14, 2023, the City Council adopted Resolution No. 025-23, fixing April 11, 2023, as the date for a public hearing on the street vacation petition, which is not more than 60 days or less than 20 days after passage of the Resolution (POMC Section 12.08.010(3) and RCW 35.79); and

**WHEREAS**, the City Clerk provided public notice of the pending street vacation petition and public hearing thereon as required by law (POMC Section 12.08.020(1) and RCW 35.79); and

**WHEREAS**, staff reviewed the petition and, in light of the provisions of POMC chapter 12.08.060, determined this proposed street vacation is not subject to the 1889-1890 Laws of Washington, Chapter 19, Section 32 (the nonuser statute) as it was part of the original creation of the City boundaries in 1890; and

**WHEREAS**, the City Council held a public hearing on April 11, 2023, on the proposed street vacation; now, therefore,

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

**Section 1. Non-user Statute.** Under POMC Section 12.08.060(5), staff has determined the area proposed for vacation has not been vacated by lapse of time under the non-user statute.

**Section 2.**     **Public Notice.** The City Council finds that the City Clerk provided at least 20 days' and not more than 60 days' notice of the pendency of the street vacation petition and the public hearing thereon, as required by POMC Section 12.08.020 and RCW 35.79, including notice being posted on the street or alley sought to be vacated.

**Section 3.**     **Staff Report.** Staff has prepared a report and recommendation on the proposed vacation, which is dated April 11, 2023. A copy of this report was available to the public prior to the public hearing.

**Section 4.**     **Public Hearing.** The public hearing was held on the petition for street vacation on April 11, 2023.

**Section 5.**     **Testimony at Public Hearing.** The Public Hearing was held and no one from the public commented on this street vacation.

**Section 6.**     **City Council Findings.** After hearing the testimony of the public, if any, and considering the staff report and all other relevant facts, the City Council finds as follows:

- a. The area sought to be vacated was added to the City by the Town Council, on April 6, 1891. To date the City has not opened the ROW.
- b. The area sought to be vacated is not needed for public travel now or in the foreseeable future.
- c. The functionality of the area sought to be vacated for public purposes is nonexistent.
- d. The vacation of the area would not adversely affect any City utilities, such as water, sewer, or storm.
- e. The City has not included any projects within the proposed vacation area as part of its six-year road plan, nor has the City any scheduled capital facilities projects on this property.
- f. Vacation of the proposed area does not create potential or actual land uses that are inconsistent with City growth plans and goals. This area has not been identified in the City's Comprehensive Plan.

**Section 7.**     **City Council Conclusions.** The City Council has determined that the area proposed for vacation may be vacated and hereby approves the street vacation petition.

**Section 8.**     **Compensation and Recording.** A certified copy of this Ordinance vacating the proposed area shall be recorded by the City Clerk with the Kitsap County Auditor's office, as required by RCW 35.79.030, upon receipt by the City of compensation from property owners adjacent to the area to be vacated in an amount which does not exceed the full appraised value of the area so vacated.

**Section 9.**    **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 10.**    **Publication.** This Ordinance shall be published by an approved summary consisting of the title.

**Section 11.**    **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 City Clerk in authentication of such passage this 9th day of May 2023.

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Robert Putaansuu, Mayor

ATTEST:

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Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

---

Charlotte Archer, City Attorney

---

Scott Diener, Councilmember

PUBLISHED:

EFFECTIVE DATE:



# KITSAP LAW GROUP

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www.kitsaplawgroup.com

William H. Broughton  
David P. Horton  
David A. Weibel  
John R. Brennan  
Jay T. Dutcher  
Ronald C. Templeton – *retired*

January 23, 2023

City Clerk  
City of Port Orchard  
216 Prospect Street  
Port Orchard, WA 98366



*Re: Petition to Vacate City Right-of-Way Application  
Block 8, Sweany's Second Addition*

Greetings:

On behalf of William C. Anderson, Virginia Anderson and Macailla Barden, we are submitting the enclosed Petition to Vacate City Right of Way, together with the following documents:

- Map of the area to be vacated, with dimensions and new legal descriptions;
- Summary Appraisal Report by Anthony Gibbons;
- Support for Vacation of Right-of-Way Petition by Abutting Property Owners;
- Application processing fee of \$120;
- The appraisal fee of \$500 is requested to be waived in light the Gibbons' Appraisal.

To give full consideration of the merits of this application, as well as the Petitioner's request that the City of Port Orchard not require payment of compensation in connection with this Petition, some background is in order.

The neighborhood subject to this Petition has long been known by local surveyors, the City of Port Orchard and the Kitsap County Assessor's office to have boundary line problems. A simple review of the Kitsap County Assessor's website depicts property lines running through many of these property owners' residences. Most recently, these problems manifested themselves in the lawsuit brought by Ms. Ann Wiggins under Kitsap County Superior Court Case No. 19-2-00985-18 to quiet title to the "use and occupancy lines" of her home, which deviated from the legal description of her property in her deed.

In this lawsuit, three neighbors to Ms. Wiggins and the City of Port Orchard were brought in as defendants. In addition to these neighbors and the City, three different title insurance companies, and several local surveyors, including Lyle "Reed" Mueller, Fred Kegel, Steve Ottmar and Dan Johnson have become involved to find a solution to this problem. In the Wiggins lawsuit, the parties worked together to resolve her boundary line problems by order entered in February 2020. But in doing so, all involved quickly became aware there was a larger problem that needed to be dealt with. Should this problem continue to be ignored, we would expect the City and these

neighbors to repeatedly be brought into further litigation in the years to come. Rather than waiting for the next lawsuit to be filed, First American Title Insurance Company, Fidelity National Title Insurance Company and the affected neighbors have chosen to proactively work together to resolve this problem by virtue of a boundary line agreement provided for under RCW 58.04.007. It is our sincere hope that the City both appreciates and will cooperate with this effort as well.

As part of this process, surveyors Reed Mueller, Fred Kegel and Steve Ottmar researched the underlying problem and then proceeded to mark out the “use and occupancy lines” for each affected property owner. Understanding the underlying boundary line problem necessarily begins in 1890, shortly after the establishment of Sidney (now the City of Port Orchard) when there were several subdivision plats established within Section 35, Township 24 North, Range 1 East, W.M., including the plat of Sweany’s Second Addition to Sidney (the “Plat”) that was recorded in 1891. From the early 1900s to the 1950s, surveys of this area were generally consistent. However, more recent surveys, i.e., 1980-2000s, have not honored the historic layout of the area. Rather, they have relied upon a section subdivision breakdown, dividing the section using measured dimensions to accepted existing perimeter section control monuments, resulting in the property line “chaos” that is readily apparent in the Kitsap County Assessor’s aerial photographs of these properties.

In February 2021, surveyor Fred Kegel with N.L. Olson & Associates, Inc. completed the necessary field and drafting work to complete a preliminary survey drawing of the affected properties. The “use and occupancy lines” were then staked so each owner could see where their proposed property lines would be located. However, this survey work also disclosed that there is an unopened alley and a portion of a street (Harrison Street) dedicated under the original 1891 Sweany’s Second Addition to Sidney Plat that are being used and occupied by these residences and garages of these properties. Consequently, to fully resolve this problem a petition to vacate is required.

In support of this Petition, we engaged the services of appraiser Anthony Gibbons, with RE-SOLVE, to complete an appraisal of the area to be vacated who determined its value to be \$16,900.

Port Orchard Municipal Code 12.08.050(1)(a) generally requires compensation be paid to the City for a vacated right of way in the amount of one-half of this value:

- (1) Ordinances vacating any street, alley, public place or portion thereof shall not be adopted by the city council until the owners of the property abutting such area shall compensate the city in the amount required by this section.
- (a) If the street, alley, public place or portion thereof has not been part of a dedicated public right-of-way for 25 years or more, or if the subject property to be vacated was not acquired at public expense, the owners of property abutting the street shall compensate the city in an amount that does not exceed one-half of the appraised value of the street.

However, the compensation may be waived in the case of In-Lieu Transfers under POMC 12.08.050(2):

(2) *In-Lieu Transfers of Property.* Conveyances of other property acceptable to the city may be made in lieu of the payment required by this section, whether required to mitigate adverse impacts of the vacation or otherwise. When such a transfer is proposed for street purposes, the value of the property (as determined in subsections (1)(a) through (c) of this section) shall be credited to the required payment. When the value of the in-lieu parcel is less than the payment required by subsection (1)(a) through (c) of this section, the petitioners shall pay the difference to the city. When the value of the in-lieu parcel exceeds the payment required by subsections (1)(a) through (c) of this section, the city shall pay the difference to the petitioner. In addition, the petitioner shall be responsible for all costs associated with this transfer, in the same manner as a property purchase, including but not limited to, title insurance, attorney review of the title, hazardous materials/waste testing, etc.

If the Petition is approved, we will then take the final step in this process of completing a boundary line agreement and/or an agreed order to quiet title to these property line changes and to remove any cloud on title to these properties, which necessarily would include the City's ULID parcel no. 4060-008-037-0009. In the case of this parcel, Kitsap County Assessor's aerial photographs reflect that the property owner's home to the south is located within the City's parcel. Petitioners respectfully submit that this proposed neighborhood BLA essentially amounts to an in lieu transfer of property and so no compensation should be charged for the vacation. No compensation fee should be assessed also because, as a result of the considerable time, effort and resources already committed to this venture by Petitioners, the City stands to avoid repeated, expensive and time-consuming litigation over this issue for years to come.

We are available, as needed, to answer questions or provide any additional information needed to process this petition.

*Very truly yours,*

KITSAP LAW GROUP

FIDELITY NATIONAL LAW GROUP

/s/David A. Weibel

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Attorney for William & Virginia  
Anderson  
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Silverdale, WA 98393  
Office: 360-692-6415  
Email: [dweibel@kitsaplawgroup.com](mailto:dweibel@kitsaplawgroup.com)

/s/Janis G. White

Janis G. White  
Attorney for Macailla Barden  
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701 5<sup>th</sup> Avenue, Suite 2710  
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Email: [Janis.White@fnf.com](mailto:Janis.White@fnf.com)

*Cc: Charlotte A. Archer, City Attorney*



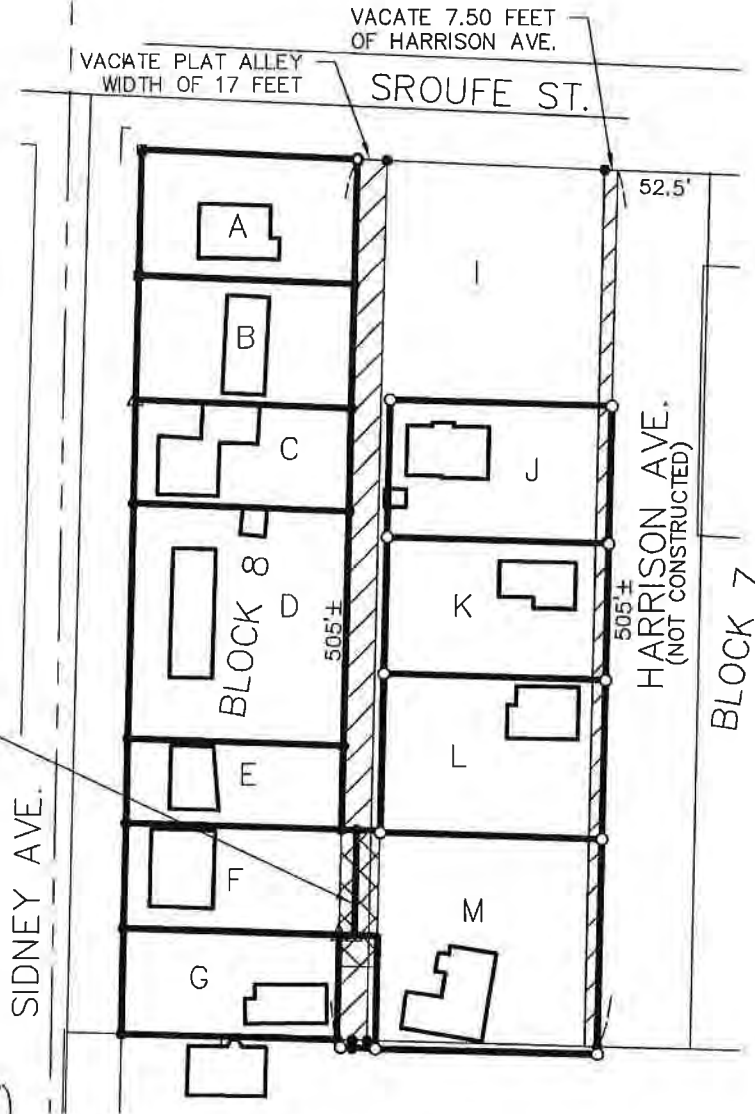
# EXHIBIT A

SKETCH OF PROPOSED VACATION  
OF ALLEY IN BLOCK 8 AND PORTION OF HARRISON AVE.



SCALE: 1" = 100'

PORTION OF ALLEY  
VACATED BY ORDINANCE  
NO. 010-08  
AFN 200804040131



LOT AREA OF VACATED PORTIONS:  
ALLEY - 505' x 17' = 8585 S.F.±  
HARRISON AVE. - 505' x 7.5' = 3787 S.F.±



JOB NO.: 11367

**N.L. Olson & Associates, Inc.**

Engineering, Planning and Surveying

(360) 895-2350 or (360) 876-2284

2453 Bethel Avenue, P.O. Box 637, Port Orchard, WA 98366

## **EXHIBIT B**

### **PORTION OF ALLEY TO BE VACATED**

ALL OF THE ALLEY LYING WITHIN BLOCK 8, SWEANEY'S SECOND ADDITION TO SIDNEY, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON.

SAID ALLEY IS 17 FEET IN WIDTH , PER PLAT, AND ADJOINS LOTS 1-22 AND LOTS 42-23.

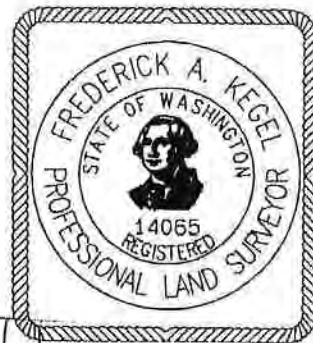
NOTE: THIS VACATION SUPERCEDES AND REPLACES THE PREVIOUS VACATION OF ALLEY, AND IS TO CORRECT THE ALLEY WIDTH AS PREVIOUSLY NOTED IN CITY ORDINANCE 010-08, PER AFN 200804040131, WHICH IS IN ERROR.

### **PORTION OF HARRISON AVENUE TO BE VACATED**

THE WEST 7.50 FEET OF THAT PORTION OF HARRISON AVENUE WHICH IS ADJOINING BLOCK 7 AND BLOCK 8 OF SWEANEY'S SECOND ADDITION TO SIDNEY, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON.



FREDERICK A. KEGEL, P.L.S.  
WASHINGTON STATE REGISTRATION NO. 14065



9/3/21

PARCEL	OWNER	TAX PARCEL NO.	LEGAL DESCRIPTION
A	SUSANA MATIAS COUP	4060-008-001-0001	LOTS 1-3, INCLUSIVE, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
B	DONALD RYAN	4060-008-004-0008	LOTS 4-6, INCLUSIVE, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
C	DAVID NESSETH	4060-008-007-0005	LOTS 7 AND 8, AND THE NORTH 10 FEET OF LOT 9, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
D	GERALD ALEXANDER	4060-008-009-0003	LOT 9, EXCEPT THE NORTH 10 FEET THEREOF, AND LOTS 10-14, INCLUSIVE, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
E	ELITE EDGE CONSULTING, LLC	4060-008-015-0005	LOTS 15 AND 16, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
F	FISCHER RENTALS PROPERTIES, LLC	4060-008-017-0102	LOTS 17, 18 AND THE NORTH ONE-HALF OF LOT 19, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
G	GREGORY EBBERS	4060-008-019-0001	LOTS 20, 21 AND THE SOUTH ONE-HALF OF LOT 19, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
H	MACAILLA BARDEN	352401-1-004-2000	USE BLA/QCD FOR BARDEN/WGINS TBD
I	CITY OF PORT ORCHARD	4060-008-037-0009	LOTS 37-42, INCLUSIVE, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF HARRISON AVE. ADJACENT TO SAID BLOCK 8, THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____, ALSO TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
J	ABIGAIL WARDLE	4060-008-033-0003	LOTS 33-36, INCLUSIVE, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, EXCEPT THE SOUTH 20.90 FEET OF LOT 33, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF HARRISON AVE. ADJACENT TO SAID BLOCK 8, THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____, ALSO TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
K	JOSHUA GOUCHER	4060-008-030-0006	LOTS 30-32, INCLUSIVE, TOGETHER WITH THE SOUTH 20.90 FEET OF LOT 33, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, EXCEPT THE SOUTH 17.20 FEET OF LOT 30, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, BEING A REFERENCE TO PARCEL 3 ON SURVEYS IN VOLUME 66, PAGE 224, TOGETHER WITH THAT PORTION OF HARRISON AVE. ADJACENT TO SAID BLOCK 8, THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____, ALSO TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
L	PHILIP SQUIER	4060-008-027-0001	LOTS 27-29, INCLUSIVE, AND THE SOUTH 17.20 FEET OF LOT 30, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, BEING A REFERENCE TO PARCEL 2 ON SURVEY IN VOLUME 66, PAGE 224, TOGETHER WITH THAT PORTION OF HARRISON AVE. ADJACENT TO SAID BLOCK 8, THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____, ALSO TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
M	WILLIAM ANDERSON	4060-008-022-0105	USE RESULTANT PARCEL ANDERSON/BARDEN BLA/QCD TBD
N	ANN WIGGINS	352401-1-005-2009	USE SCC 19-2-00985 AND R.O.S. VOL.89, PAGE 141 TBD

# RE•SOLVE

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September 23, 2021

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RE: **Harrison & Alley Vacation**

South of Sroufe Street, in the vicinity of Mystery Lane

Port Orchard, WA

Dear Ms. White and Mr. Weibel:

At your request, we have prepared an appraisal of certain unused right-of-way, consisting of an unimproved 17' alley, and the west 7.5' of an unimproved section of Harrison Avenue, in Port Orchard, WA. The property is intended for vacation, and will accrue to neighboring ownerships, for purposes of clearing certain title issues and set-back encroachments. The property intended for vacation comprises 11,304sf.

This appraisal has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). It is presented as a summary *Appraisal Report* and complies with the reporting requirements of USPAP for such reports. The scope of our work is limited to the Sales Comparison Approach to value. Use of this report is limited to the client.

The property is appraised according to the value accrued to each property as a consequence of the vacation, with the use of a traditional Before & After methodology. Our conclusion reflects the market value of the property in question.

As a result of our investigation and analysis, we have concluded with the following market value for the subject property, as of the date of value, September 15<sup>th</sup>, 2021, the date of inspection:

**Market Value (11,304sf @ \$1.50/sf) ..... \$16,900**

Respectfully submitted,

Anthony Gibbons, MAI

Ref: 21094

RE•SOLVE

**APPRAISAL ASSIGNMENT**  
Presented in a  
**SUMMARY APPRAISAL REPORT**

**Identity of Property**

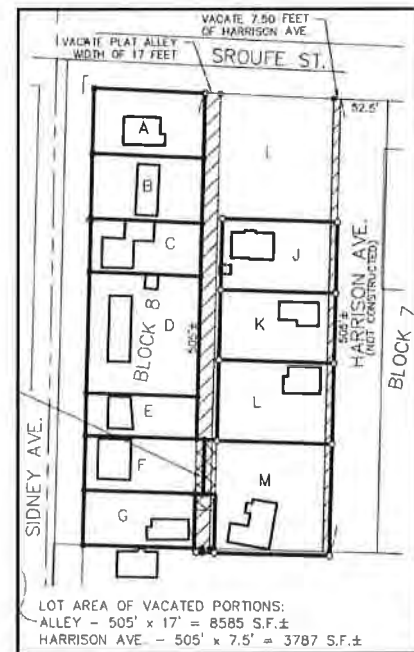
The subject of this report is certain right-of-way located adjacent to 12-properties (A through G, I through M), located south of Sroufe Street, in the vicinity of Mystery Lane, Port Orchard, WA 98366.

**Client and Intended Users**

The client and intended users are Janis White and David Weibel, as clients, as well as authorized associates, representatives or agents. There are no other intended users.

**Intended Use**

This appraisal is to be used for the purpose of arriving at a market value for purposes of street vacation. Please note that the concluded value is developed prior to any discounts as may be required by ordinance in the vacation of right-of-way.



**Property Rights Appraised**

Fee simple interest. The property is appraised based on the value that will accrue to it, when adjoined to each of the 12 neighboring parcels.

**Type of Value**

The purpose of this appraisal is to establish the market value of the subject property. The term "market value" is defined in The Dictionary of Real Estate Appraisal 6<sup>th</sup> Edition (2015) as follows:

*"The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to the buyer under conditions whereby:*

- a. Buyer and seller are typically motivated;*
- b. Both parties are well informed or well advised, and acting in what they consider their best interests;*
- c. A reasonable time is allowed for exposure in the open market;*
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*

## **Conditions of Appraisal**

There are three Extraordinary Assumptions and one Hypothetical Condition, all required for reasonable analysis.

1. EA 1: Our appraisal assumes that the subject ROW would be approved for vacation.
2. EA 2: In our Before and After evaluation of the 12-parcels, we have not appraised improvements situated on the subject properties, considering only land in our valuation.
3. HC 1: A Before and After analysis, for a simple transition, is developed on the same day – that is the After condition assumes that the ROW is part of the individual properties. This condition is required for purposes of reasonable analysis.

Please note, that in our analysis of each property, our evaluation is limited to a determination of the reasonable value that would accrue through the incremental addition of acreage. The development of the Before and After values is only for the purposes of opining on the value of the property to be vacated.

The date of value is the date of inspection, September 15<sup>th</sup>, 2020.

## **Sales and Listing History**

The subject property has been under city ownership for decades.

## **Scope of Work**

The scope of work performed in this appraisal is in compliance with the specific guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP).

The subject land area is based on survey, and excludes a small portion of the alley that was previously vacated.

The property appraised is not capable of individual development on account of shape and property condition (raw condition, lack of utilities, and slope). The highest and best use of the property is then determined to be assemblage, and the property is appraised on this basis, as though assembled by neighboring ownerships.



## SUBJECT PHOTOGRAPHS



Assessor Plat Map



Drone view from south - note topography.



View from the north



Vertical view, west at top of photo.



View into Alley, from Mystery Lane



View south of alley, next to Mystery Lane cul-de-sac



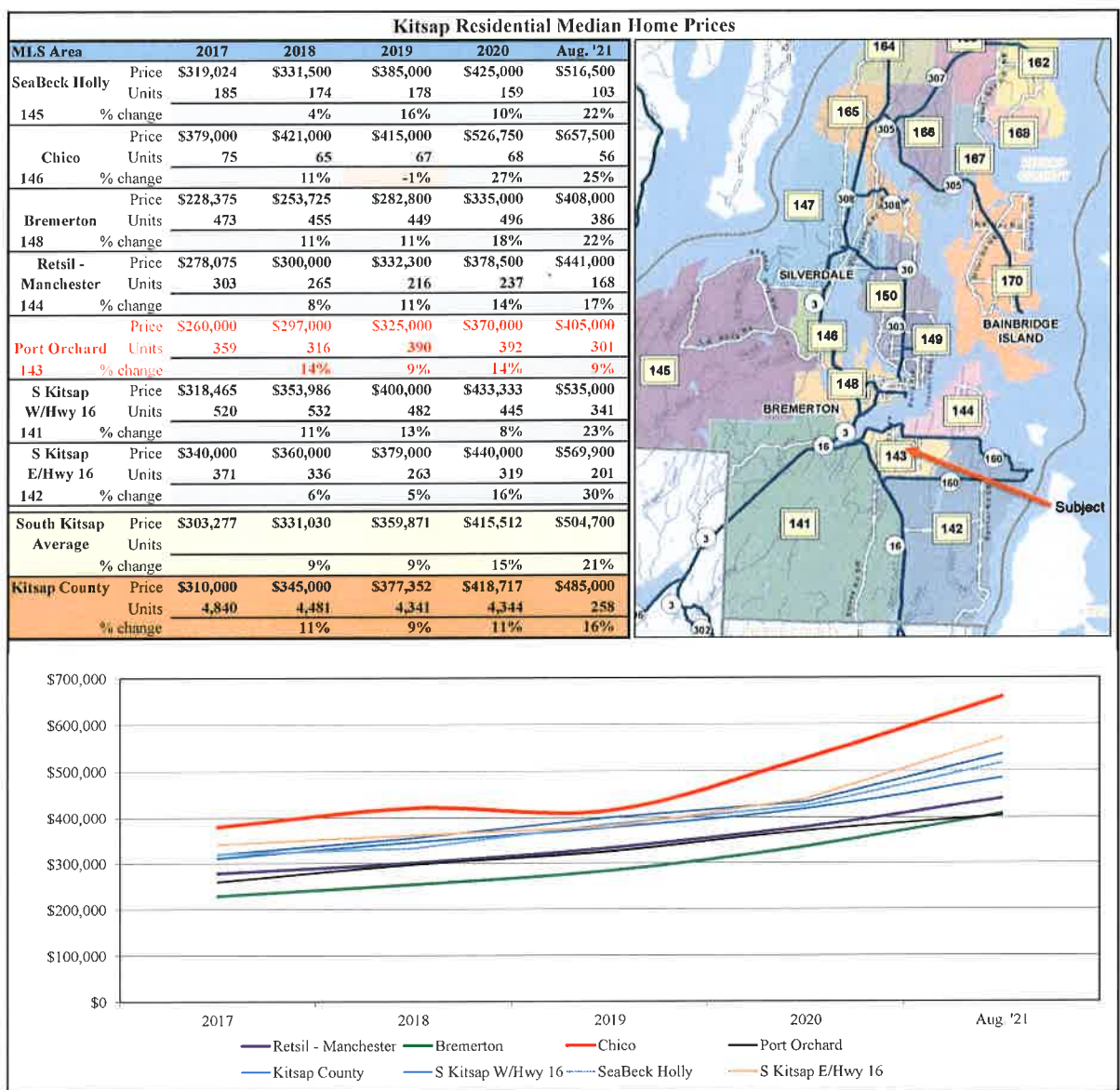
Harrison Strip, from north, bank to right of photo.



## MARKET ANALYSIS

The subject property is located in Port Orchard, in an attractive residential neighborhood. Average home pricing in the Port Orchard neighborhood is around \$405,000, which is a little below the South Kitsap Average and that for the county as a whole. As with many other areas of Kitsap County, price increases have been relatively significant, particularly since the onset of the pandemic, representing a shift in activity away from urban living to more suburban and rural markets.

Within the specific neighborhood of the subject, average home pricing is close to the city average, with properties on the market for typically around a week. The housing stock is largely post-war, with the average for the latest set of sales coming in at a vintage of around 1960, with a home size of approximately 1,500sf. Most homes are on lots of under a quarter of an acre. Lot prices are typically around \$40,000 to \$50,000, but can get up to \$70,000-\$90,000 for larger lots with good utility, and few if any site constraints.



## SUBJECT PROPERTY DESCRIPTION

### Present Use

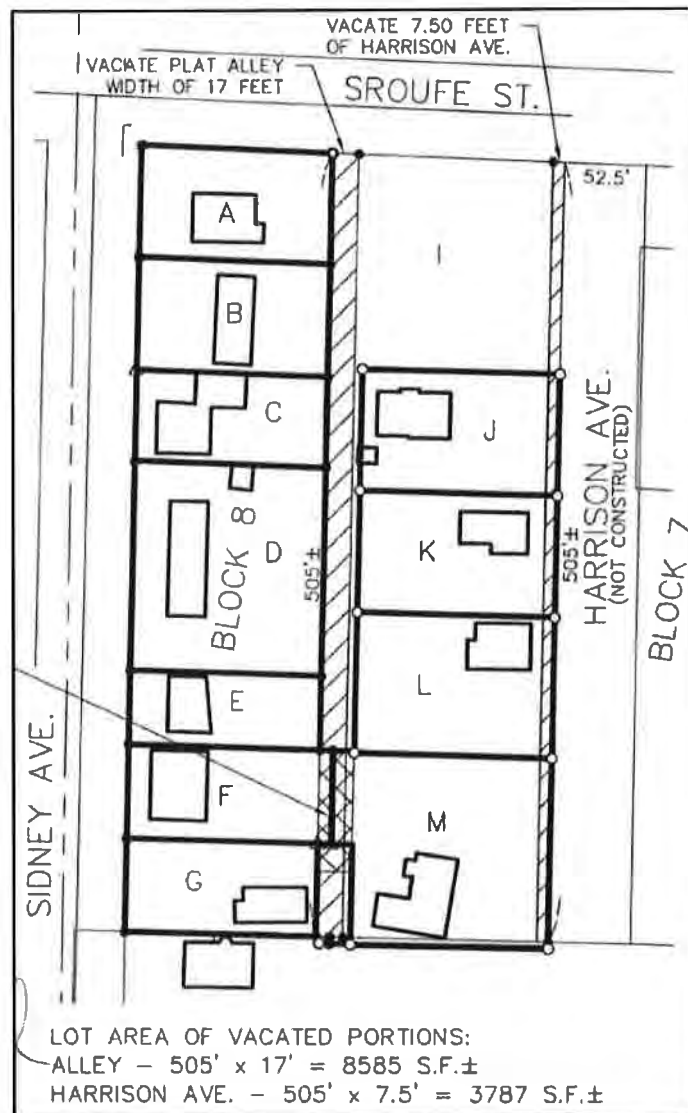
The subject right-of-way is raw, heavily treed, and sloped in most areas. It is largely undeveloped, although it runs into the back yard of some residences in a few instances.

### Access and Location

The subject is accessed from Sroufe and Mystery Lane, and adjacent private property.

### Land Area and Shape

The survey below provides the total area of the right-of-way, either vacated already, or intended for vacation. Below, that portion of the site that has already been vacated is subtracted, to provide for the current land that is the subject of the proposed vacation.



ROW to be vacated:			
	Width	Length	Total
Alley	17.0-lf	505-lf	8,585sf
Less prior vacation			-1,068sf
			7,517sf
Harrison	7.5-lf	505-lf	3,787sf
Total			11,304sf

This property may also be allocated according to the property to which it will be joined. Please see the calculation of allocation below.

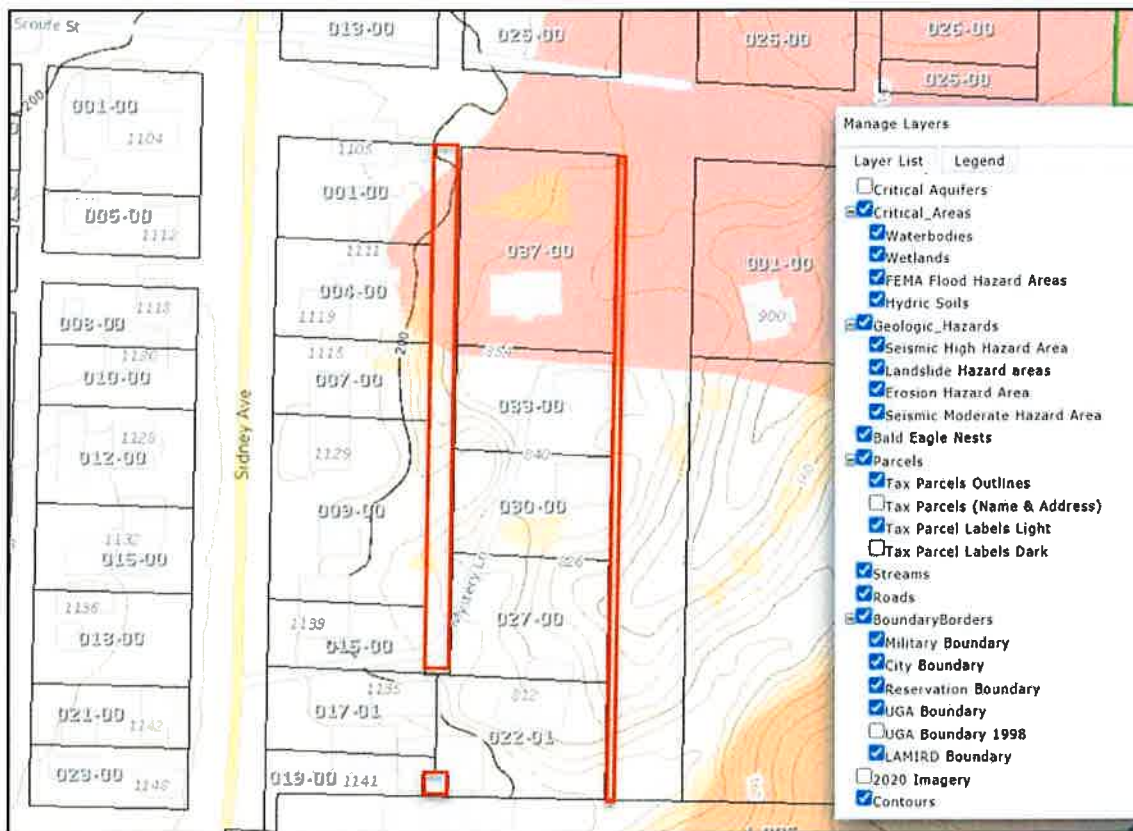
Property	Alley		Harrison	
	length	8.50'	length	7.50'
A	71.73'	610sf		0sf
B	71.73'	610sf		0sf
C	57.82'	491sf		0sf
D	133.45'	1,134sf		0sf
E	47.82'	406sf		0sf
F		0sf		0sf
G	59.78'	508sf		0sf
I	136.20'	1,158sf	135.90'	1,019sf
J	77.50'	659sf	77.50'	581sf
K	77.50'	659sf	77.50'	581sf
L	91.00'	774sf	91.00'	683sf
M	59.78'	508sf	123.00'	923sf
		7,517sf	504.9	3,787sf

Thus the following Before and After Land Areas are established:

Property	Land Area		
	Before	Added	After
A	9,583sf	610sf	10,193sf
B	9,583sf	610sf	10,193sf
C	7,405sf	491sf	7,896sf
D	17,860sf	1,134sf	18,994sf
E	6,534sf	406sf	6,940sf
F	8,712sf	0sf	8,712sf
G	4,356sf	508sf	4,864sf
I	18,731sf	2,177sf	20,908sf
J	10,019sf	1,240sf	11,259sf
K	10,019sf	1,240sf	11,259sf
L	11,761sf	1,456sf	13,217sf
M	12,197sf	1,431sf	13,628sf
		11,304sf	

## Topography and Vegetation

The property is sloping with some critical areas. Please see the County's critical area map presented below, which essentially duplicates that of the local jurisdiction, the city of Port Orchard.



## Views

This is not view property.

## Easements & Restrictions

The subject is Right-of-way, but is appraised in fee simple estate, which is the estate that will be conveyed with no retained city or public rights.

## Utilities

Power, water and sewer are available through public utility.

## Improvements

The subject is unimproved.

## Zoning

The right-of-way is not zoned, but typically vacated property would take on the zoning of the adjacent parcels. The surrounding private ownerships are zoned Residential 2 (R2). According to the city code:

*“The R2 district is primarily intended to accommodate detached house, duplex, and town house development with a minimum lot size that varies based on building type. The R2 district is intended to implement the residential medium density comprehensive plan designation. Additional building types that are allowed include backyard cottage (detached accessory dwelling unit), cottage court, duplex and attached house. Uses that would substantially interfere with the residential nature of the district are not allowed.”*

The minimum lot size is 5,000sf if accessed from a primary street, and 3,000sf if accessed from an alley. Lot widths are 50', with street access, and 30' with alley access; duplex lots require an extra 10' in each case.

## Assessed Value & RE Taxes

The subject is not assessed, as publicly owned, and a property to which typically there is no attached value. For information purposes only, I have included the prevailing assessment of the surrounding properties, given the fact that, once vacated, the assessor would include the square footage with these holdings, and perhaps re-assess accordingly.

The current taxation rate is about \$10.55 mills – i.e. about 1.05% of assessed value.

Property	Assessed Values			
	Account #	Land	Improvement	Total
A	4060-008-001-0001	\$56,420	\$241,870	\$298,290
B	4060-008-004-0008	\$56,420	\$179,210	\$235,630
C	4060-008-007-0005	\$53,650	\$208,030	\$261,680
D	4060-008-009-0003	\$65,880	\$333,410	\$399,290
E	4060-008-015-0005	\$52,550	\$73,110	\$125,660
F	4060-008-017-0102	\$55,320	\$331,820	\$387,140
G	4060-008-019-0001	\$44,540	\$229,150	\$273,690
I	4060-008-037-0009	Port Orchard ULID No assmt		
J	4060-008-033-0003	\$50,970	\$330,430	\$381,400
K	4060-008-030-0006	\$50,970	\$297,040	\$348,010
L	4060-008-027-0001	\$52,840	\$300,700	\$353,540
M	4060-008-022-0105	\$53,270	\$380,950	\$434,220



## OPINIONS AND CONCLUSIONS

### Highest and Best Use

The subject property is essentially unusable as right-of-way, and its highest and best use, assuming the necessary approvals are obtained, is for assemblage with adjacent parcels. This conclusion comes with the reasonable expectation of the vacation being approved by city Council. This is of course an *Extraordinary Assumption*<sup>1</sup> of this appraisal. In the After case, the surrounding properties are appraised as though now owning the land adjacent, which would reflect a *Hypothetical Condition*<sup>2</sup>, required for purposes of analysis.

### Comparable Data

Valuation of the subject property is based on a series of lot sales in the neighborhood, this considered a reasonable measure of the value right-of-way intended for assemblage with such a lot. The data has been used to develop a relationship between lot value and size, such that the incremental value of additional square footage within a lot can be measured.

The data is presented below, together with our conclusion of **\$16,900** total, about \$1.50/sf. An explanation of the result follows on the following page.

Sales Analysis						
#	Address	Site Utility	Lot size	Price Date	5%/yr up to Sep-15-21	Land Value
1	1398 Canyon Lane 4056-011-015-00-05	Good location, but restricted w/slope	23,958sf	\$32,500 Feb-21	\$33,500 1.03	\$33,500 \$1.40/sf
2	E Williams Lane #x2 4536-004-012, -010	Resticted due to slope but with building pad	29,621sf	\$35,000 Jul-21	\$35,400 1.01	\$35,400 \$1.20/sf
3	Arnold Ave East Ave E 4536-004-012, -010	Water view, slope restriction	6,098sf	\$37,000 Jun-21	\$37,400 1.01	\$37,400 \$6.13/sf
4	1667 SE Crawford Rd 012301-3-038-20-07	Good utility, flat, rectangular	4,792sf	\$50,000 Apr-21	\$51,100 1.02	\$51,100 \$10.66/sf
5	601 Radey St 4047-001-012-04-07	Good utility, flat, rectangular	9,583sf	\$66,900 Jun-21	\$67,600 1.01	\$67,600 \$7.05/sf
6	Lot 10 SE Serenade Wy 4794-000-010-04-06	Nice quiet cul-de-sac, level, peekaboo view	9,148sf	\$67,000 Apr-21	\$68,300 1.02	\$68,300 \$7.47/sf
7	1783 Sidney Ave 352401-3-073-20-02	Gentle slope, good access, good utility	13,068sf	\$92,000 Sep-20	\$96,600 1.05	\$96,600 \$7.39/sf
8	Decatur Ave 4027-009-004-00-08	Steep slopes, limited access	30,056sf	\$15,000 Jun-21	\$15,200 1.01	\$15,200 \$0.51/sf
9	Arnold Ave E 4027-017-002-00-03	Small building pad at base of steep slope	6,098sf	\$17,000 Aug-21	\$17,100 1.00	\$17,100 \$2.80/sf
<b>Subject</b>			<b>11,304sf</b>	<b>\$16,900 Sep-21</b>	<b>\$16,900 1.00</b>	<b>\$16,900 \$1.50/sf</b>

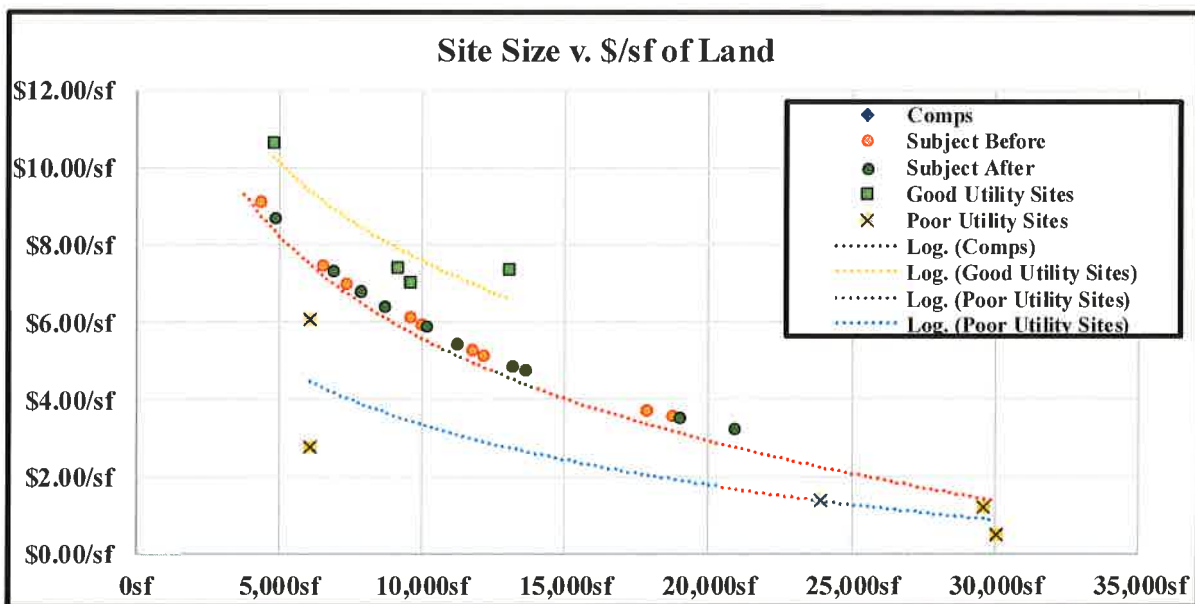
<sup>1</sup> Something not known to be true, but likely to be true.

<sup>2</sup> Something not presently true but a prospective future condition, and required for analysis purposes, in order to be able to value the subject parcels in the condition that they would be in, were the vacation approved.

## Property Valuation

The comparisons have been divided into restricted sites (by virtue of topography or access) and unconstrained properties, with the value divide between these being quite significant: the former sell for between \$0.50/sf and \$3.00/sf, while the latter fall in a range of \$6 to \$10/sf. The data also reveals a clear issue of economies of scale, meaning that for a site of say 5,000sf, the incremental addition of 500sf is not likely to come at a pro-rata value of the lot as a whole, as the additional land does not materially alter the market for the property, it just provides additional yard or buffer. It is an axiom of real estate, that, all other things being equal, a larger site will sell for less on a square-footage basis than a smaller site.

The properties are graphed below, displaying this relationship, with the red dotted best fit line in the center of the graph representing the average of the two different data sets. Based on the sales, different before and after values for the surrounding lots A through M (but no G) are calculated, with the curve providing an indication of the probable lift in value generated by the addition of an increment of land in adjacent (and in this case) largely sloping topography.



Following the curve, the resulting values are calculated.

Property	Land Area			Valuation						Difference
	Before	Added	After	Before			After			
A	9,583sf	610sf	10,193sf	9,583sf	\$59,000	\$6.16/sf	10,193sf	\$60,500	\$5.94/sf	\$1,500
B	9,583sf	610sf	10,193sf	9,583sf	\$59,000	\$6.16/sf	10,193sf	\$60,500	\$5.94/sf	\$1,500
C	7,405sf	491sf	7,896sf	7,405sf	\$52,000	\$7.02/sf	7,896sf	\$54,000	\$6.84/sf	\$2,000
D	17,860sf	1,134sf	18,994sf	17,860sf	\$67,000	\$3.75/sf	18,994sf	\$67,400	\$3.55/sf	\$400
E	6,534sf	406sf	6,940sf	6,534sf	\$49,000	\$7.50/sf	6,940sf	\$50,900	\$7.33/sf	\$1,900
F	8,712sf	0sf	8,712sf	8,712sf	\$56,000	\$6.43/sf	8,712sf	\$56,000	\$6.43/sf	\$0
G	4,356sf	508sf	4,864sf	4,356sf	\$40,000	\$9.18/sf	4,864sf	\$42,400	\$8.72/sf	\$2,400
I	18,731sf	2,177sf	20,908sf	18,731sf	\$67,500	\$3.60/sf	20,908sf	\$67,700	\$3.24/sf	\$200
J	10,019sf	1,240sf	11,259sf	10,019sf	\$60,000	\$5.99/sf	11,259sf	\$61,500	\$5.46/sf	\$1,500
K	10,019sf	1,240sf	11,259sf	10,019sf	\$60,000	\$5.99/sf	11,259sf	\$61,500	\$5.46/sf	\$1,500
L	11,761sf	1,456sf	13,217sf	11,761sf	\$62,500	\$5.31/sf	13,217sf	\$64,500	\$4.88/sf	\$2,000
M	12,197sf	1,431sf	13,628sf	12,197sf	\$63,000	\$5.17/sf	13,628sf	\$65,000	\$4.77/sf	\$2,000
11,304sf				\$1.50/sf						\$16,900

The conclusion of value for the right of way at around \$1.50/sf is reasonable as the value of incremental acreage, and in fact appropriately aligns with typical site values for sites of restricted utility, this of course quite representative of the nature of the right-of-way in this case – narrow, sloping, and access constrained.

**Value Conclusion**

As a result of this investigation and analysis, we have concluded with the following value for the property to be vacated:

**Market Value – 11,304sf @ \$1.50/sf ..... \$16,900**

**Effective Date of Value**

September 15, 2021, date of inspection.

**Exposure Time**

This concept does not really apply to a right-of-way vacation. However, in application to lots adjacent, it is noted that the market is quite strong, and an exposure of less than a month would be anticipated.

## APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- ❖ The statements of fact contained in this report are true and correct;
- ❖ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;
- ❖ I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- ❖ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ❖ My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ❖ My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ❖ The appraisal was made, and the appraisal report prepared, in conformity with the Appraisal Foundation's Uniform Standards for Professional Appraisal Practice.
- ❖ I have made a personal inspection of the property that is the subject of this report.
- ❖ Persons providing significant professional assistance to the persons signing this report are identified herein.
- ❖ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ❖ This appraisal has been made in conformity with the appropriate State and Federal laws and requirements;
- ❖ I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment;
- ❖ As of the date of this report, Anthony Gibbons has completed the Standards and Ethics Education Requirement of the Appraisal Institute for Designated Members.

### RESTRICTION UPON DISCLOSURE & USE:

Disclosure of the contents of this appraisal report is governed by the By-Laws & Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which (s)he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned. No part of this report or any of the conclusions may be included in any offering statement, memorandum, prospectus or registration without the prior written consent of the appraiser.

The property has been appraised for its fair market value as though owned in fee simple. The opinion of value expressed below is the result of, and is subject to, the data and conditions described in detail in this report.

Anthony Gibbons made a personal inspection of the subject property on September 15<sup>th</sup>, 2021.

The Date of Value for the subject of this appraisal is February 28<sup>th</sup>, 2020, per client instruction.

Per the MARKET VALUE definition herein, the concluded market value diminution for the property that is the subject of this appraisal is on a cash basis and is:

**Market Value..... \$16,900**

Name: **Anthony Gibbons, MAI**

Certified General Real Estate Appraiser. Lic No 1100854

Signature: \_\_\_\_\_

Date Signed: September 23, 2021

## **General Assumptions and Limiting Conditions**

### ***This appraisal report has been made with the following general assumptions:***

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a non-conformity has been identified, described, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

### ***This appraisal report has been made with the following general limiting conditions:***

1. If the subject is improved: Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication.
3. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent of the appraiser

***The following assumptions and limiting conditions may apply to this assignment:***

1. Any opinions of value provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the opinion of value, unless such proration or division of interests has been set forth in the report.
2. In the case of proposed developments: If only preliminary plans and specifications were available for use in the preparation of this appraisal; the analysis, therefore, is subject to a review of the final plans and specifications when available.
3. In the case of proposed developments, and the assignment of values to a property at the completion of construction, all proposed improvements are assumed to have been completed unless otherwise stipulated, so any construction is assumed to conform with the building plans referenced in the reports.
4. In the case of improved property: The appraiser assumes that the reader or user of this report has been provided with copies of available building plans and all leases and amendments, if any, that encumber the property.
5. If no legal description or survey was furnished, the appraiser used the county tax plat to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, it may be necessary for this appraisal to be adjusted. If a legal description has been provided, the appraiser is not responsible for the accuracy of the description. The property appraised is assumed to be as delineated on county maps, as noted in this appraisal.
6. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
7. If the subject is improved: The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis of any improvements on the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has not direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.



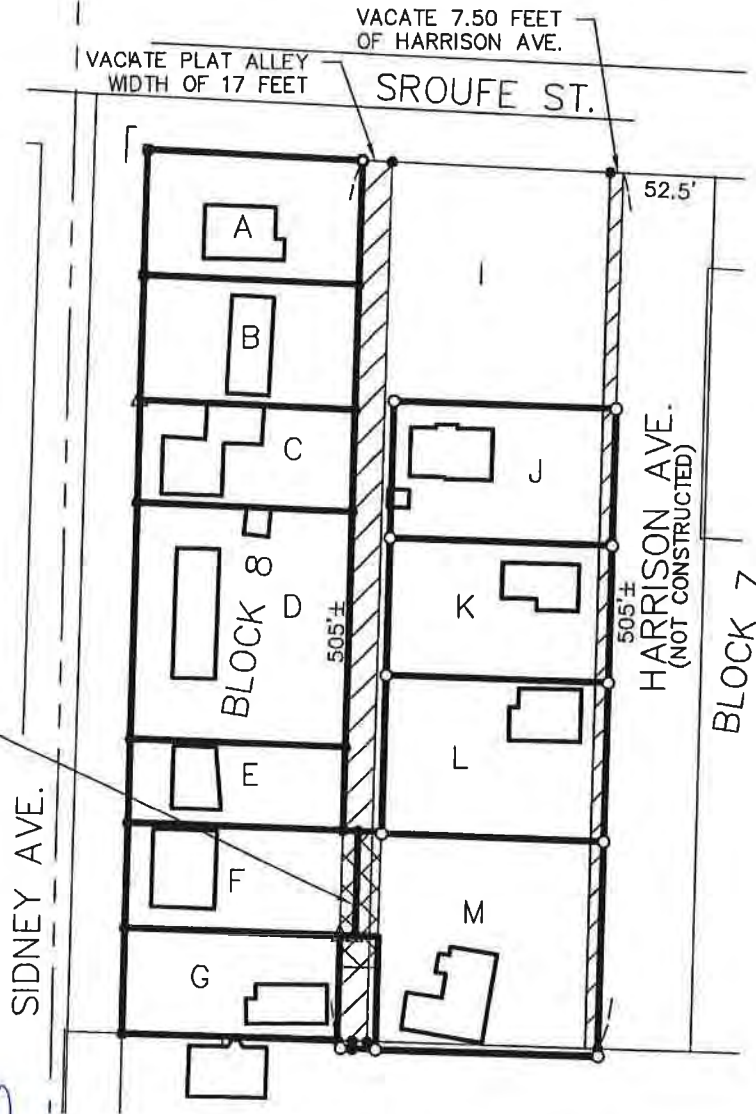
# EXHIBIT A

SKETCH OF PROPOSED VACATION  
OF ALLEY IN BLOCK 8 AND PORTION OF HARRISON AVE.



SCALE: 1" = 100'

PORTION OF ALLEY  
VACATED BY ORDINANCE  
NO. 010-08  
AFN 200804040131



LOT AREA OF VACATED PORTIONS:  
ALLEY - 505' x 17' = 8585 S.F.±  
HARRISON AVE. - 505' x 7.5' = 3787 S.F.±

**N.L. Olson & Associates, Inc.**

Engineering, Planning and Surveying

(360) 895-2350 or (360) 876-2284

2453 Bethel Avenue, P.O. Box 637, Port Orchard, WA 98366

JOB NO.: 11367

## **EXHIBIT B**

### **PORTION OF ALLEY TO BE VACATED**

ALL OF THE ALLEY LYING WITHIN BLOCK 8, SWEANEY'S SECOND ADDITION TO SIDNEY, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON.

SAID ALLEY IS 17 FEET IN WIDTH , PER PLAT, AND ADJOINS LOTS 1-22 AND LOTS 42-23.

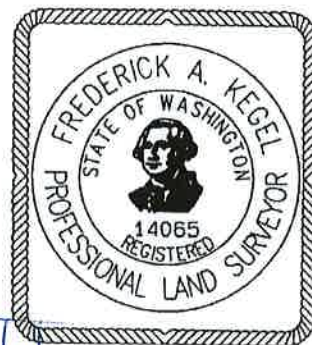
NOTE: THIS VACATION SUPERCEDES AND REPLACES THE PREVIOUS VACATION OF ALLEY, AND IS TO CORRECT THE ALLEY WIDTH AS PREVIOUSLY NOTED IN CITY ORDINANCE 010-08, PER AFN 200804040131, WHICH IS IN ERROR.

### **PORTION OF HARRISON AVENUE TO BE VACATED**

THE WEST 7.50 FEET OF THAT PORTION OF HARRISON AVENUE WHICH IS ADJOINING BLOCK 7 AND BLOCK 8 OF SWEANEY'S SECOND ADDITION TO SIDNEY, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON.



FREDERICK A. KEGEL, P.L.S.  
WASHINGTON STATE REGISTRATION NO. 14065



9/3/21

PARCEL	OWNER	TAX PARCEL NO.	LEGAL DESCRIPTION
A	SUSANA MATIAS COUP	4060-008-001-0001	LOTS 1-3, INCLUSIVE, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
B	DONALD RYAN	4060-008-004-0008	LOTS 4-6, INCLUSIVE, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
C	DAVID NESSETH	4060-008-007-0005	LOTS 7 AND 8, AND THE NORTH 10 FEET OF LOT 9, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
D	GERALD ALEXANDER	4060-008-009-0003	LOT 9, EXCEPT THE NORTH 10 FEET THEREOF, AND LOTS 10-14, INCLUSIVE, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
E	ELITE EDGE CONSULTING, LLC	4060-008-015-0005	LOTS 15 AND 16, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
F	FISCHER RENTALS PROPERTIES, LLC	4060-008-017-0102	LOTS 17, 18 AND THE NORTH ONE-HALF OF LOT 19, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
G	GREGORY EBBERS	4060-008-019-0001	LOTS 20, 21 AND THE SOUTH ONE-HALF OF LOT 19, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
H	MACAILLA BARDEN	352401-1-004-2000	USE BLA/QCD FOR BARDEN/WIGGINS TBD
I	CITY OF PORT ORCHARD	4060-008-037-0009	LOTS 37-42, INCLUSIVE, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF HARRISON AVE. ADJACENT TO SAID BLOCK 8, THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____, ALSO TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
J	ABIGAIL WARDLE	4060-008-033-0003	LOTS 33-36, INCLUSIVE, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, EXCEPT THE SOUTH 20.90 FEET OF LOT 33, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, TOGETHER WITH THAT PORTION OF HARRISON AVE. ADJACENT TO SAID BLOCK 8, THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____, ALSO TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
K	JOSHUA GOUCHER	4060-008-030-0006	LOTS 30-32, INCLUSIVE, TOGETHER WITH THE SOUTH 20.90 FEET OF LOT 33, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, EXCEPT THE SOUTH 17.20 FEET OF LOT 30, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, BEING A REFERENCE TO PARCEL 3 ON SURVEYS IN VOLUME 66, PAGE 224, TOGETHER WITH THAT PORTION OF HARRISON AVE. ADJACENT TO SAID BLOCK 8, THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____, ALSO TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
L	PHILIP SQUIER	4060-008-027-0001	LOTS 27-29, INCLUSIVE, AND THE SOUTH 17.20 FEET OF LOT 30, BLOCK 8 OF SWEANY'S 2ND ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON, AS SURVEYED AND STAKED, AND AS SHOWN ON SURVEY RECORDED IN VOLUME _____, PAGES _____ OF SURVEYS, AFN _____, BEING A REFERENCE TO PARCEL 2 ON SURVEY IN VOLUME 66, PAGE 224, TOGETHER WITH THAT PORTION OF HARRISON AVE. ADJACENT TO SAID BLOCK 8, THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____, ALSO TOGETHER WITH THAT PORTION OF ALLEY WITHIN SAID BLOCK 8 THAT WAS VACATED PER CITY OF PORT ORCHARD RESOLUTION NO. _____
M	WILLIAM ANDERSON	4060-008-022-0105	USE RESULTANT PARCEL ANDERSON/BARDEN BLA/QCD TBD
N	ANN WIGGINS	352401-1-005-2009	USE SCC 19-2-00985 AND R.O.S. VOL.89, PAGE 141 TBD



City of Port Orchard

City Clerk's Office

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PETITION TO VACATE CITY RIGHT-OF-WAY  
APPLICATION

(POMC 12.08 / Resolution No. 030-17)

*This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.*

Property Owner's Name(s): William C. Anderson, Virginia Anderson & Macailla Barden

Mailing Address: 2164 NE Eton Lane Bremerton WA 98311  
Street City State Zip

Contact Information: (360) 698-2618 mrbillola1943@msn.com  
Phone Email

Address of Requested Vacation: 812 Mystery Lane  
Street or nearest cross street

Parcel Number of Requested Vacation: 4060-008-022-0105

1. The undersigned, owner of real property abutting upon that public street/alley described below, does hereby petition the City of Port Orchard to vacate said street/alley, described as follows (you may attach a separate sheet containing the legal description):

*Legal description of the requested right-of-way prepared by a licensed surveyor:*

all situated in the City of Port Orchard, County of Kitsap, State of Washington; declares that this petition is supported by the signatures of the owners of more than two-thirds of the real property abutting the requested vacation area; and requests that said City Council by Resolution fix a time and place when this petition shall be heard and determined by that authority, which time shall not be more than sixty (60) days nor less than twenty (20) days after passage of such Resolution (RCW 35.79.010)

2. State the proposed use of the vacated right-of-way: occupancy/boundary line adjustment

\_\_\_\_\_  
\_\_\_\_\_

3. Provide a map of the proposed right-of-way area to be vacated with the following information:

- a. Approximate width of the area to be vacated
- b. Approximate length of the area to be vacated
- c. Approximate total square footage of the area to be vacated

I/We declare under penalty of perjury under the laws of the State of Washington that the foregoing information and attached documentation is true and correct, and that I/We are the true and correct owner(s) of real property abutting the requested vacation of City right-of-way.

Willie L. Anderson  
Signature of Applicant

3/18/22  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

***When submitting this application, please make sure the following requirements are completed and documents are submitted:***

- Support for Vacation of City Right-of-Way Petition form(s) signed by the owners of real property abutting upon the part of the street or alley sought to be vacated (these owners must, along with the Petitioner, constitute the owners of at least two-thirds of the real property abutting such area);
- New legal description to include the requested right-of-way;
- Documentation supporting the fair market value of the street or alley sought to be vacated, if applicable;
- Documentation supporting the application of the Non-User Statute, if applicable;
- Dimensions of area proposed to be vacated;
- Map of the proposed right-of-way to be vacated outlined or highlighted;
- Application processing fee of \$120; and
- \$500 appraisal fee refundable deposit (Petitioner shall pay the actual cost of the appraisal, upon Council approval).

---

#### FOR CITY CLERK'S OFFICE USE ONLY

\$120 Vacation Fee Received \_\_\_\_ Yes \_\_\_\_ No      Receipt No.: \_\_\_\_\_

\$500 Vacation Appraisal Fee (Refundable Deposit) Received \_\_\_\_ Yes \_\_\_\_ No      Receipt No.: \_\_\_\_\_

Support for Vacation Petition By Abutting Property Owners form(s) Received \_\_\_\_ Yes \_\_\_\_ No

Public Hearing Date: \_\_\_\_\_

Notices Posted by: \_\_\_\_\_ Date of Noticing: \_\_\_\_\_

Approved by the City Council \_\_\_\_ Yes \_\_\_\_ No



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**SUPPORT FOR VACATION OF RIGHT-OF-WAY  
PETITION BY ABUTTING PROPERTY OWNERS**

*This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.*

Property Owner Seeking Vacation (Petitioner): WILLIAM ANDERSON  
First and Last Name

Contact Information: 360 698 2618 MR GILLOA1943@msn.com  
Phone Email

Street or Nearest Cross Street of Requested Vacation: 812 MYSTERY LN PO

Parcel Number of Requested Vacation: \_\_\_\_\_

Signatures of owners of real property abutting requested vacation of right-of-way area (Note: all persons who have an ownership interest must sign this document. This includes co-owner(s) and/or spouses, or corporate officers authorized by the corporation.

By signing, I/We declare under penalty of perjury under the laws of the State of Washington that:

- I/We are the true and correct owner(s) of real property abutting the street or alley sought to be vacated.
- I/We understand that I/We may see an increase on my/our tax assessment if this vacation of right-of-way petition is approved.
- I/We understand I/We may be required to pay for a portion of the vacated right-of-way.

WILLIAM ANDERSON

First and Last Name (Printed) of Property Owner/Corporate Officer Managing Member No. 1 Name of Corporation (if applicable)

William C. Anderson

(Signature and/or Title)

First and Last Name (Printed) of Property Owner/Corporate Officer Managing Member No. 2 Name of Corporation (if applicable)

(Signature and/or Title)

Property Address

Tax Parcel Number

Mailing Address:

Street

City

State

Zip

Contact Information:

Phone

Email





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## SUPPORT FOR VACATION OF RIGHT-OF-WAY PETITION BY ABUTTING PROPERTY OWNERS

*This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.*

Property Owner Seeking Vacation (Petitioner): Macaula Barden Bullion  
First and Last Name

Contact Information: 253 732 1227 MPBULLION@gmail.com  
Phone Email

Street or Nearest Cross Street of Requested Vacation: 1145 Sidney Ave

Parcel Number of Requested Vacation: \_\_\_\_\_

Signatures of owners of real property abutting requested vacation of right-of-way area (Note: all persons who have an ownership interest must sign this document. This includes co-owner(s) and/or spouses, or corporate officers authorized by the corporation.

By signing, I/We declare under penalty of perjury under the laws of the State of Washington that:

- I/We are the true and correct owner(s) of real property abutting the street or alley sought to be vacated.
- I/We understand that I/We may see an increase on my/our tax assessment if this vacation of right-of-way petition is approved.
- I/We understand I/We may be required to pay for a portion of the vacated right-of-way.

Macaula Barden Bullion  
First and Last Name (Printed) of Property Owner/Corporate Officer Name of Corporation (if applicable)  
Managing Member No. 1

Macaula Barden Bullion  
(Signature and/or Title)

\_\_\_\_\_  
First and Last Name (Printed) of Property Owner/Corporate Officer Name of Corporation (if applicable)  
Managing Member No. 2

\_\_\_\_\_  
(Signature and/or Title)

Property Address

Tax Parcel Number

Mailing Address: 1145 Sidney Ave PO WA 98366  
Street City State Zip

Contact Information: 253 732 1227 MPBULLION@gmail.com  
Phone Email



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**SUPPORT FOR VACATION OF RIGHT-OF-WAY  
PETITION BY ABUTTING PROPERTY OWNERS**

*This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.*

Property Owner Seeking Vacation (Petitioner): Abigail Wardle  
First and Last Name

Contact Information: 360-900-7348 abagoo.w@gmail.com  
Phone Email

Street or Nearest Cross Street of Requested Vacation: Harrison Ave & Alley (Mystery Lane / SE 1st St.)

Parcel Number of Requested Vacation: ADJ001MS LOTS 1-22 & LOTS 42-23

Signatures of owners of real property abutting requested vacation of right-of-way area (Note: all persons who have an ownership interest must sign this document. This includes co-owner(s) and/or spouses, or corporate officers authorized by the corporation.

By signing, I/We declare under penalty of perjury under the laws of the State of Washington that:

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- I/We understand that I/We may see an increase on my/our tax assessment if this vacation of right-of-way petition is approved.
- I/We understand I/We may be required to pay for a portion of the vacated right-of-way.

Abigail Karen Wardle N/A  
First and Last Name (Printed) of Property Owner/Corporate Officer Name of Corporation (if applicable)  
Managing Member No. 1

[Signature]  
(Signature and/or Title)

First and Last Name (Printed) of Property Owner/Corporate Officer Name of Corporation (if applicable)  
Managing Member No. 2

(Signature and/or Title) 4060-008-033-0003  
854 Mystery Lane Port Orchard, WA Block B J. 4060-008-033-  
Property Address Tax Parcel Number  
98366

Mailing Address: 10799 Horizon Lane East SE Port Orchard, WA 98367  
Street City State Zip

Contact Information: 360-900-7348 abagoo.w@gmail.com  
Phone Email



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Email JANIS.white@FNTF.com

**SUPPORT FOR VACATION OF RIGHT-OF-WAY  
PETITION BY ABUTTING PROPERTY OWNERS**

*This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.*

Property Owner Seeking Vacation (Petitioner): DONALD M. RYAN  
First and Last Name

Contact Information: 360-876-6354 donmryan@gmail.com  
Phone Email

Street or Nearest Cross Street of Requested Vacation: I own 1111 & 1113 SIDNEY

Parcel Number of Requested Vacation: 4060-008-004-0008

Signatures of owners of real property abutting requested vacation of right-of-way area (Note: all persons who have an ownership interest must sign this document. This includes co-owner(s) and/or spouses, or corporate officers authorized by the corporation.

By signing, I/We declare under penalty of perjury under the laws of the State of Washington that:

- I/We are the true and correct owner(s) of real property abutting the street or alley sought to be vacated.
- I/We understand that I/We may see an increase on my/our tax assessment if this vacation of right-of-way petition is approved.
- I/We understand I/We may be required to pay for a portion of the vacated right-of-way.

DONALD M. RYAN RYAN PROPERTIES  
First and Last Name (Printed) of Property Owner/Corporate Officer Name of Corporation (if applicable)

Managing Member No. 1

[Signature] Pres.  
(Signature and/or Title)

First and Last Name (Printed) of Property Owner/Corporate Officer Name of Corporation (if applicable)  
Managing Member No. 2

(Signature and/or Title)

Property Address Tax Parcel Number

Mailing Address: Street City State Zip

Contact Information: Phone Email



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**SUPPORT FOR VACATION OF RIGHT-OF-WAY  
PETITION BY ABUTTING PROPERTY OWNERS**

*This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.*

Property Owner Seeking Vacation (Petitioner): Phillip Squier  
First and Last Name

Contact Information: (253) 970-7113 squierpa@gmail.com  
Phone Email

Street or Nearest Cross Street of Requested Vacation: 826 Mystery Lane, Port Orchard, WA 98366

Parcel Number of Requested Vacation: 4060-008-027-0001

Signatures of owners of real property abutting requested vacation of right-of-way area (Note: all persons who have an ownership interest must sign this document. This includes co-owner(s) and/or spouses, or corporate officers authorized by the corporation.

By signing, I/We declare under penalty of perjury under the laws of the State of Washington that:

- I/We are the true and correct owner(s) of real property abutting the street or alley sought to be vacated.
- I/We understand that I/We may see an increase on my/our tax assessment if this vacation of right-of-way petition is approved.
- I/We understand I/We may be required to pay for a portion of the vacated right-of-way.

Phillip Squier  
First and Last Name (Printed) of Property Owner/Corporate Officer Name of Corporation (if applicable)  
Managing Member No. 1

Phillip Squier  
(Signature and/or Title)

First and Last Name (Printed) of Property Owner/Corporate Officer Name of Corporation (if applicable)  
Managing Member No. 2

(Signature and/or Title)

826 Mystery Lane 4060-008-027-0001  
Property Address Tax Parcel Number

Mailing Address: 826 Mystery Lane Port Orchard WA 98366  
Street City State Zip

Contact Information: (253) 970-7113 squierpa@gmail.com  
Phone Email



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**SUPPORT FOR VACATION OF RIGHT-OF-WAY  
PETITION BY ABUTTING PROPERTY OWNERS**

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Property Owner Seeking Vacation (Petitioner): JOSHUA ~~MA~~ GOUCHER  
First and Last Name

Contact Information: 870-208-5167 kgoucher95@live.com  
Phone Email

Street or Nearest Cross Street of Requested Vacation: SROUFE ST & HARRISON AVE.

Parcel Number of Requested Vacation: \_\_\_\_\_

Signatures of owners of real property abutting requested vacation of right-of-way area (Note: all persons who have an ownership interest **must sign** this document. This includes co-owner(s) and/or spouses, or corporate officers authorized by the corporation.

By signing, I/We declare under penalty of perjury under the laws of the State of Washington that:

- I/We are the true and correct owner(s) of real property abutting the street or alley sought to be vacated.
- I/We understand that I/We may see an increase on my/our tax assessment if this vacation of right-of-way petition is approved.
- I/We understand I/We may be required to pay for a portion of the vacated right-of-way.

MR. JOSHUA GOUCHER

First and Last Name (Printed) of Property Owner/Corporate Officer  
Managing Member No. 1

N/A  
Name of Corporation (if applicable)

(Signature and/or Title)

MR. JOSE DE JESUS ATKINSON JR.

First and Last Name (Printed) of Property Owner/Corporate Officer  
Managing Member No. 2

N/A  
Name of Corporation (if applicable)

(Signature and/or Title)

840 MYSTERY LANE  
Property Address

4060-008-030-006  
Tax Parcel Number

Mailing Address: 840 MYSTERY LANE  
Street

PORT ORCHARD WA 98366  
City State Zip

Contact Information: 870-208-5167  
Phone

kgoucher95@live.com  
Email



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**SUPPORT FOR VACATION OF RIGHT-OF-WAY  
PETITION BY ABUTTING PROPERTY OWNERS**

*This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.*

Property Owner Seeking Vacation (Petitioner): Nicole Fischer  
First and Last Name

Contact Information: 360-402-1171 megan.fischerrental@gmail.com  
Phone Email

Street or Nearest Cross Street of Requested Vacation: Sidney Ave

Parcel Number of Requested Vacation: 4040-008-017-0102

Signatures of owners of real property abutting requested vacation of right-of-way area (Note: all persons who have an ownership interest **must sign** this document. This includes co-owner(s) and/or spouses, or corporate officers authorized by the corporation.

By signing, I/We declare under penalty of perjury under the laws of the State of Washington that:

- I/We are the true and correct owner(s) of real property abutting the street or alley sought to be vacated.
- I/We understand that I/We may see an increase on my/our tax assessment if this vacation of right-of-way petition is approved.
- I/We understand I/We may be required to pay for a portion of the vacated right-of-way.

Nicole Fischer  
First and Last Name (Printed) of Property Owner/Corporate Officer  
Managing Member No. 1

N7 Fischer  
(Signature and/or Title)

Fischer Rental Properties  
Name of Corporation (if applicable)

Megan Fischer  
First and Last Name (Printed) of Property Owner/Corporate Officer  
Managing Member No. 2

Megan Fischer  
(Signature and/or Title)

Fischer Rental Properties  
Name of Corporation (if applicable)

1135 Sidney Ave  
Property Address

Mailing Address: PO Box 132  
Street

Contact Information: 360-402-1171  
Phone

4040-008-017-0102  
Tax Parcel Number

Olalla WA 98359  
City State Zip

megan.fischerrental@gmail.com  
Email





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(360) 876-4407 • FAX (360) 895-9029 • cityhall@cityofportorchard.us

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**SUPPORT FOR VACATION OF RIGHT-OF-WAY  
PETITION BY ABUTTING PROPERTY OWNERS**

*This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.*

Property Owner Seeking Vacation (Petitioner): William C. Anderson & Virginia Anderson

First and Last Name

Contact Information: (206) 615-3104 MRBILLOA1943@MSN.COM

Phone

Email

Street or Nearest Cross Street of Requested Vacation: 812 Mystery Lane

Parcel Number of Requested Vacation: 4060-008-022-0105

Signatures of owners of real property abutting requested vacation of right-of-way area (Note: all persons who have an ownership interest **must sign** this document. This includes co-owner(s) and/or spouses, or corporate officers authorized by the corporation.

By signing, I/We declare under penalty of perjury under the laws of the State of Washington that:

- I/We are the true and correct owner(s) of real property abutting the street or alley sought to be vacated.
- I/We understand that I/We may see an increase on my/our tax assessment if this vacation of right-of-way petition is approved.
- I/We understand I/We may be required to pay for a portion of the vacated right-of-way.

Troy Selland Edge Elite consulting LLC member

First and Last Name (Printed) of Property Owner/Corporate Officer  
Managing Member No. 1

Name of Corporation (if applicable)

Troy Selland Member  
(Signature and/or Title)

First and Last Name (Printed) of Property Owner/Corporate Officer  
Managing Member No. 2

Name of Corporation (if applicable)

(Signature and/or Title)

1133 Sidney Avenue, Port Orchard

4060-008-015-0005

Property Address

Tax Parcel Number

Mailing Address: 8035 15th Avenue

Seattle

WA

98115-4337

Street

City

State

Zip

Contact Information: Troy Selland

tragotroy@gmail.com

Phone

Email



City of Port Orchard

City Clerk's Office

216 Prospect Street, Port Orchard, WA 98366

(360) 876-4407 • FAX (360) 895-9029 • cityhall@cityofportorchard.us

www.cityofportorchard.us

**PETITION TO VACATE CITY RIGHT-OF-WAY  
APPLICATION**

(POMC 12.08 / Resolution No. 030-17)

*This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.*

Property Owner's Name(s): GERALD E. ALEXANDER & KAZUO ALEXANDER

Mailing Address: 1129 SIDNEY AVE PORT ORCHARD WA 98366  
Street City State Zip

Contact Information: (360) 876-4543  
Phone Email

Address of Requested Vacation: \_\_\_\_\_  
Street or nearest cross street

Parcel Number of Requested Vacation: \_\_\_\_\_

1. The undersigned, owner of real property abutting upon that public street/alley described below, does hereby petition the City of Port Orchard to vacate said street/alley, described as follows (you may attach a separate sheet containing the legal description):

*Legal description of the requested right-of-way prepared by a licensed surveyor:*

See **Exhibit A**

all situated in the City of Port Orchard, County of Kitsap, State of Washington; declares that this petition is supported by the signatures of the owners of more than two-thirds of the real property abutting the requested vacation area; and requests that said City Council by Resolution fix a time and place when this petition shall be heard and determined by that authority, which time shall not be more than sixty (60) days nor less than twenty (20) days after passage of such Resolution (RCW 35.79.010)

2. State the proposed use of the vacated right-of-way: The two vacated areas will accrue to neighboring ownerships for purposes of clearing certain title issues and set-back encroachments. The Washington Supreme Court recently acknowledged and approved a "resurvey to rediscover the boundaries according to the plat..." *Rinehold v. Renne*, 429 P.3d 154, 159 (Wa. 2021) (quoting *Staaf v. Bilder*, 68 Wn.2d 800, 803, 415 P.2d 650 (1966). The petitioners commissioned a resurvey of Block 8 to "retrace the boundary lines laid down in the plat." *Id.*

3. Provide a map of the proposed right-of-way area to be vacated with the following information:
  - a. Approximate width of the area to be vacated
  - b. Approximate length of the area to be vacated
  - c. Approximate total square footage of the area to be vacated

I/We declare under penalty of perjury under the laws of the State of Washington that the foregoing information and attached documentation is true and correct, and that I/We are the true and correct owner(s) of real property abutting the requested vacation of City right-of-way.

  
Signature of Applicant

MARCH 25, 2022  
Date

  
Signature of Applicant

MARCH 25, 2022  
Date

***When submitting this application, please make sure the following requirements are completed and documents are submitted:***

- Support for Vacation of City Right-of-Way Petition form(s) signed by the owners of real property abutting upon the part of the street or alley sought to be vacated (these owners must, along with the Petitioner, constitute the owners of at least two-thirds of the real property abutting such area);
- New legal description to include the requested right-of-way;
- Documentation supporting the fair market value of the street or alley sought to be vacated, if applicable;
- Documentation supporting the application of the Non-User Statute, if applicable;
- Dimensions of area proposed to be vacated;
- Map of the proposed right-of-way to be vacated outlined or highlighted;
- Application processing fee of \$120; and
- \$500 appraisal fee refundable deposit (Petitioner shall pay the actual cost of the appraisal, upon Council approval).

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#### FOR CITY CLERK'S OFFICE USE ONLY

\$120 Vacation Fee Received ☐ Yes ☐ No Receipt No.: \_\_\_\_\_

\$500 Vacation Appraisal Fee (Refundable Deposit) Received ☐ Yes ☐ No Receipt No.: \_\_\_\_\_

Support for Vacation Petition By Abutting Property Owners form(s) Received ☐ Yes ☐ No

Public Hearing Date: \_\_\_\_\_

Notices Posted by: \_\_\_\_\_ Date of Noticing: \_\_\_\_\_

Approved by the City Council ☐ Yes ☐ No

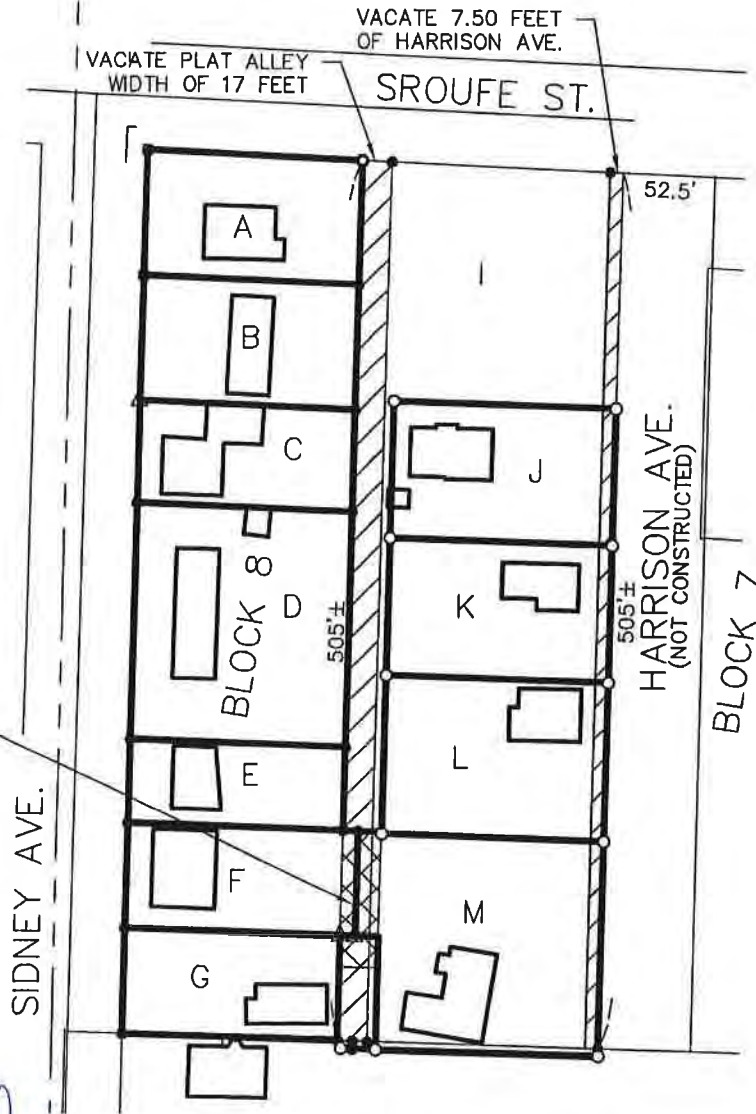
# EXHIBIT A

SKETCH OF PROPOSED VACATION  
OF ALLEY IN BLOCK 8 AND PORTION OF HARRISON AVE.



SCALE: 1" = 100'

PORTION OF ALLEY  
VACATED BY ORDINANCE  
NO. 010-08  
AFN 200804040131



LOT AREA OF VACATED PORTIONS:  
ALLEY - 505' x 17' = 8585 S.F.±  
HARRISON AVE. - 505' x 7.5' = 3787 S.F.±



JOB NO.: 11367

**N.L. Olson & Associates, Inc.**

Engineering, Planning and Surveying

(360) 895-2350 or (360) 876-2284

2453 Bethel Avenue, P.O. Box 637, Port Orchard, WA 98366

## **EXHIBIT B**

### **PORTION OF ALLEY TO BE VACATED**

ALL OF THE ALLEY LYING WITHIN BLOCK 8, SWEANEY'S SECOND ADDITION TO SIDNEY, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON.

SAID ALLEY IS 17 FEET IN WIDTH , PER PLAT, AND ADJOINS LOTS 1-22 AND LOTS 42-23.

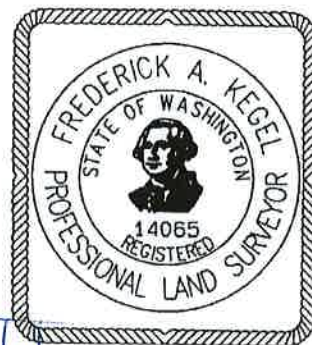
NOTE: THIS VACATION SUPERCEDES AND REPLACES THE PREVIOUS VACATION OF ALLEY, AND IS TO CORRECT THE ALLEY WIDTH AS PREVIOUSLY NOTED IN CITY ORDINANCE 010-08, PER AFN 200804040131, WHICH IS IN ERROR.

### **PORTION OF HARRISON AVENUE TO BE VACATED**

THE WEST 7.50 FEET OF THAT PORTION OF HARRISON AVENUE WHICH IS ADJOINING BLOCK 7 AND BLOCK 8 OF SWEANEY'S SECOND ADDITION TO SIDNEY, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 18, RECORDS OF KITSAP COUNTY, WASHINGTON.



FREDERICK A. KEGEL, P.L.S.  
WASHINGTON STATE REGISTRATION NO. 14065



9/3/21



## City of Port Orchard

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

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### Agenda Staff Report

Agenda Item No.: Business Item 8B  
Subject: Adoption of an Ordinance Approving a  
Development Agreement with Blueberry  
Apartments, QOZB, LLC

Meeting Date: May 9, 2023  
Prepared by: Nicholas Bond, AICP  
DCD Director  
Atty Routing No.: N/A  
Atty Review Date: N/A

**Summary:** The City has negotiated a development agreement for traffic impact fee credits with Blueberry Apartments QOZB, LLC. This agreement, if approved, would provide traffic impact fee credits to the developer of a 108-unit multifamily development located at the northwest corner of the intersection of SE Blueberry Rd and Bethel Rd SE (Blueberry Apartments) in exchange for the dedication of right-of-way for the future development of Bethel Road SE consistent with the adopted Bethel Sedgwick Corridor Plan.

The Blueberry Apartments development consists of 108 multifamily units in six buildings with associated off-street parking and amenities. The Development Agreement applies to the property as described in Exhibit A and identified in Exhibit B. The developer shall dedicate the portion of the property identified in Exhibit C, but the final alignment of the dedication will be determined following the completion of the final design for the roadway project. The benefit the developer receives through this Development Agreement is relief from the minimum ground floor elevation required of apartment building in POMC 20.32.100. In this instance, the property's topography does not lend itself to providing the minimum ground floor elevation. However, the project still provides equal or better ground floor privacy for residents.

The City and Blueberry Apartments QOZB, LLC have agreed to an estimated maximum traffic impact fee credit of \$245,245.84 which will require payment at the time of building permit issuance. Blueberry Apartments QOZB, LLC will be required to pay all other related impact fees including park impact fees. Additionally, the developer is required to dedicate that portion of right-of-way for Bethel Rd SE prior to the issuance of any Certificate of Occupancy related to the development.

POMC 20.26 (Development Agreements) outlines the process for development agreement approval. In this case, the application for the development agreement was filed by Blueberry Apartments QOZB, LLC on March 27, 2023. The City determined the application to be complete on March 31, 2023. The City of Port Orchard's SEPA Responsible Official issued a Mitigated Determination of Nonsignificance for the associated development on September 16, 2022, and the City advertised the May 9, 2023 Public Hearing on April 27, 2023 consistent with the requirements of Port Orchard Municipal Code 20.26.050. The Department of Community Development has not received any comments in response to the Notice of Hearing.

**Relationship to Comprehensive Plan:** The Development Agreement includes Project 2.04A on the City impact fee schedule which is identified in the Bethel Sedgwick Corridor Plan as incorporated into the Transportation Element of the Comprehensive Plan.



**Recommendation:** Staff recommends that the City Council adopt an ordinance authorizing the mayor to execute a development agreement with Blueberry Apartments QOZB, LLC as presented.

**Suggested Motion:** “I move to adopt an ordinance authorizing the mayor to execute a development agreement with Blueberry Apartments QOZB, LLC as presented.”

**Fiscal Impact:** The proposed agreement will result in the developer dedicating property necessary for the construction of Bethel Road SE as described in the Bethel Sedwick Corridor Plan saving the city money for property acquisition and staff resources.

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

**Attachments:** Ordinance; Blueberry Apartments Development Agreement; Exhibits to Blueberry Apartments Development Agreement.

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

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH BLUEBERRY APARTMENTS QOZB, LLC FOR THE BLUEBERRY APARTMENTS DEVELOPMENT; 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**, Chapter 20.26 POMC is consistent with State law; and

**WHEREAS**, Blueberry Apartments QOZB, LLC applied for a Development Agreement under Chapter 20.26 POMC on March 27, 2023 and such Agreement has been processed consistently with the POMC and State law; and

**WHEREAS**, the Development Agreement by and between the City of Port Orchard and Blueberry Apartments QOZB, LLC , relates primarily to the development of property owned by Owner at 4330 and 4336 Bethel Rd SE, Port Orchard, Washington (Kitsap County Tax Parcels #022301-4-043-2007, 022301-4-012-2004, 022301-4-026-2008) (hereinafter, the "Property"); and

**WHEREAS**, Blueberry Apartments QOZB, LLC proposes to develop the Property with a multi-family development consisting of 108 multifamily units within six buildings, parking for 183 vehicles, landscaping, outdoor amenity areas, and associated site improvements (collectively, the "Development Project" or City Permit No. PW22-005); and

**WHEREAS**, on August 2, 2022 the City issued a demolition permit (22-668) to Blueberry Apartments QOZB, LLC for two detached houses on the Property; and

**WHEREAS**, in the calculation of traffic impacts and upon demolition or termination of a use, POMC 20.180.005(4) allows capacity evaluation credit for the net increase of impacts to City road facilities; and

**WHEREAS**, the Development Project creates a net increase of impacts to City road facilities from 106 multifamily units; and

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**WHEREAS**, Blueberry Apartments QOZB, LLC proposes dedicate certain property (“Transportation Improvement Project Property”) to the City for the purpose of the City’s construction of a portion of a City transportation improvement defined as Project 2.04A on the impact fee study as defined herein as the “Transportation Improvement Project” which property dedication is 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 Property dedication is necessary for the City’s development of the Transportation Improvement Project which will benefit the Development Project and the general public; and

**WHEREAS**, the Agreement governs the dedication of the Transportation Improvement Project Property to the City and the respective transportation impact fee credits that will result from Blueberry Apartments QOZB, LLC dedicating the Transportation Improvement Project Property; and

**WHEREAS**, POMC 20.32.100 requires a minimum ground floor elevation of two feet for all “Apartment” building types and the City and Blueberry Apartments QOZB, LLC agree that, as proposed, the Development Project provides an equal or better ground floor privacy for residents and aesthetic screening than could be provided with strict adherence to the Code; and

**WHEREAS**, the City agrees that Blueberry Apartments QOZB, LLC may depart from the requirements of POMC 20.32.100 to the extent where no minimum ground floor elevation shall be applied; and

**WHEREAS**, except with regard to the Transportation Improvement Project Property dedication and the respective applicable transportation impact fee credits, and the departure from POMC 20.32.100, the Agreement does not establish or modify the standards or conditions for the underlying Development Project 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 Blueberry Apartments QOZB, LLC and include a transportation impact fee credit calculation, the Parties deem it in their best interests to enter an Agreement and the City Council finds that approving the Agreement is in the public interest; and

**WHEREAS**, on September 16, 2022, the City’s SEPA official issued a Mitigated Determination of Non-significance for the development and no appeals were filed in a timely manner; and

**WHEREAS**, the City Council held a public hearing on May 9, 2023 regarding this 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 Agreement in the best interests of the residents of the City; now, therefore,

**WHEREAS**, after a public hearing, by Ordinance No. [xxx], the City Council authorized the Mayor to sign this Agreement with the Owner.

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

**SECTION 1. Findings.** 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. Authorization.** The City Council approves of and authorizes the Mayor to execute a Development Agreement with Blueberry Apartments QOZB, LLC 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 9<sup>th</sup> day of May 2023.

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

ATTEST:

\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

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

\_\_\_\_\_  
Scott Diener, Council Member

PUBLISHED:  
EFFECTIVE DATE:

EXHIBIT A:     DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF PORT ORCHARD  
                         AND BLUEBERRY APARTMENTS QOZB, LLC FOR THE DEVELOPMENT AND  
                         FUNDING OF CERTAIN TRANSPORTATION IMPROVEMENTS

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF PORT ORCHARD AND BLUEBERRY  
APARTMENTS QOZB, LLC FOR THE DEVELOPMENT AND FUNDING OF  
CERTAIN TRANSPORTATION IMPROVEMENTS**

**THIS DEVELOPMENT AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Port Orchard, a non-charter, optional code Washington municipal corporation, hereinafter the “**City**,” and Blueberry Apartments QOZB, LLC, a Washington limited liability company, hereinafter the “**Owner**” (individually, a “**Party**” and collectively, 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 Owner has applied for a Development Agreement under Chapter 20.26 POMC on March 27, 2023 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 Owner (hereinafter the “Development Agreement” or “Agreement”), relates primarily to the development of property owned by Owner at 4330 and 4336 Bethel Rd SE, Port Orchard, Washington (Kitsap County Tax Parcels #022301-4-043-2007, 022301-4-012-2004, 022301-4-026-2008) (hereinafter, the “**Property**”); and

**WHEREAS**, the Owner proposes to develop the Property with a multi-family development consisting of 108 multifamily units within six buildings, parking for 183 vehicles, landscaping,



outdoor amenity areas, and associated site improvements (collectively, the “Development Project” or City Permit No. PW22-005); and

**WHEREAS**, on August 2, 2022 the City issued a demolition permit (22-668) to the Owner for two detached houses on the Property; and

**WHEREAS**, in the calculation of traffic impacts and upon demolition or termination of a use, POMC 20.180.005(4) allows capacity evaluation credit for the net increase of impacts to City road facilities; and

**WHEREAS**, the Development Project creates a net increase of impacts to City road facilities from 106 multifamily units; 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 Mitigated Determination of Non-significance issued on September 16, 2022 (“MDNS”). The MDNS for the Development Project was not timely appealed; and

**WHEREAS**, associated the Development Project, the Owner proposes dedicate certain property (“**Transportation Improvement Project Property**”) to the City for the purpose of the City’s construction of a portion of a City transportation improvement defined as Project 2.04A on the impact fee study as defined herein as the “**Transportation Improvement Project**” which property dedication is 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 Property dedication is necessary for the City’s development of the Transportation Improvement Project which will benefit the Development Project and the general public; and

**WHEREAS**, this Agreement governs the dedication of the Transportation Improvement Project Property to the City and the respective transportation impact fee credits that will result from the Owner dedicating the Transportation Improvement Project Property; and

**WHEREAS**, POMC 20.32.100 requires a minimum ground floor elevation of two feet for all “Apartment” building types and the Parties agree that, as proposed, the Development Project provides an equal or better ground floor privacy for residents and aesthetic screening than could be provided with strict adherence to the Code, therefore, the City has agreed that Owner may depart from the requirements of POMC 20.32.100 in the following manner: no minimum ground floor elevation shall be applied; and

**WHEREAS**, except with regard to this Transportation Improvement Project Property dedication and the respective applicable transportation impact fee credits, and the departure from POMC 20.32.100 as described herein, this Agreement does not establish or modify the standards or conditions for the underlying Development Project 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 Owner and include a transportation impact fee credit calculation, the Parties deem it in their best interests to enter into this Agreement; and

**WHEREAS**, the City Council held a public hearing on May 9, 2023 regarding this Agreement; and

**WHEREAS**, after a public hearing, by Ordinance No. [xxx], the City Council authorized the Mayor to sign this Agreement with the Owner.

## **AGREEMENT**

**Section 1. The Property.** The Property comprises 4330 and 4336 Bethel Rd SE, Port Orchard, Washington (Kitsap County Tax Parcels #022301-4-043-2007, 022301-4-012-2004, and 022301-4-026-2008). The 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 Property is shown **Exhibit B** on which is attached hereto and incorporated herein by this reference as if set forth in full.

**Section 2. Transportation Improvement Project Property.** Pursuant to this Agreement, Owner shall be responsible for the dedication of the Transportation Improvement Project Property to the City as described herein.

a) **Transportation Improvement Project Property.** Owner shall dedicate certain property necessary for the City to construct a portion the Bethel Phase 1 Project located at the intersection of Blueberry Road and Bethel Avenue, Project 2.04A on the City impact fee study (defined herein as the “**Transportation Improvement Project Property**”) as shown in **Exhibit C**. The exact dimensions and configuration of the Transportation Improvement Project Property will be determined following completion of final design of the Transportation Improvement Project. The roadway portion will be constructed by the City at a future date. The dedication of the Transportation Improvement Project Property shall be eligible for transportation impact fee credits as provided in Section 8 of this Agreement.

b) **Transportation Impact Fee Credit Applicability.** The transportation impact fee credits authorized by this Agreement are only applicable to pending Building Permit application 22-671, 22-672, 22-673, 22-674, and 22-675 for the Property(ies) identified on **Exhibit B**.

**Section 3. 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) “Council” or “City Council” means the duly elected legislative body governing the

City of Port Orchard.

c) “Development Project” means the development of the Property with approximately 108 units of housing within six buildings, parking for 183 vehicles, landscaping, outdoor amenity areas, and associated site improvements, as shown in **Exhibit B** and approved by the City under Permit PW22-005 and associated with Building Permit No. 22-671, 22-672, 22-673, 22-674, and 22-675.

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

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

f) “Maximum credit” means the maximum amount of transportation impact fee credits to be provided by the City to the Owner for the Transportation Improvement Project Property dedication pursuant this Agreement.

g) “Transportation Improvement Project” means the Transportation Improvement Project described above which serves both the Property and the greater community which will be undertaken by the City at a later date.

**Section 4. Exhibits.** Exhibits to this Agreement are as follows:

a) **Exhibit A** – Legal Description of the Property.

b) **Exhibit B** – Map of the Property and the Development Project and with permits listed in Section 2 identified.

c) **Exhibit C** – Transportation Improvement Project Property showing the approximate location of property to be dedicated by Owner. The final determination on the exact property to be dedicated shall occur at a later date after final design of the Transportation Project is complete.

**Section 5. 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 “Owner” is a private enterprise which owns the Property in fee, and whose principal office is located at 7809 Pacific Avenue, Tacoma WA 98408.

**Section 6. Term of Agreement; No Vesting to Fees.** This Agreement shall commence upon the Effective Date and shall continue in force for a period of five (5) years unless extended or terminated as provided herein. Provided, however, that the Owner shall complete the Property Dedications as set forth in Section 7 below which shall be prior to expiration of this Agreement.

The requirement to dedicate the Transportation Improvement Project Property shall survive expiration or termination of this Agreement. This Agreement does not vest the Owner to any fees. Fees shall be charged in accordance with the fee schedule that is in effect at the time that the building permits for the apartment complex are issued and all permit fees have been paid. 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 7. Property Dedication Schedule.** The Owner will dedicate the Transportation Improvement Project Property which shown on **Exhibit C**, as it may be modified follow final design, to the City in a form acceptable to the City shall be completed within eighteen (18) months of the effective date of this Agreement. The Owner agrees that the City may withhold issuance of such Certificate of Occupancy (or any other Certificates of Occupancy for the Development Project) until such time as the dedications have been completed. If this property dedication is not exempt from real estate excise tax, then the City shall pay any real estate excise tax so due on this transfer. This section shall survive termination of the Agreement.

**Section 8. Impact Fee Credits for Transportation Improvement Project Property dedication.**

- a) **Transportation Impact Fee Credit.** The maximum amount of the transportation impact fee credit for the Transportation Improvement Project Property dedication to be made by Owner under this Agreement shall be limited to the lesser of: the total Transportation Impact Fees due on the Project (currently calculated as an estimated \$245,245.84), or the value of the Transportation Improvement Project Property dedication as determined in Section 9, or the City's estimated cost for the portion of Project 2.04A (\$1,740,094) ("**Maximum Transportation Impact Fee Credit**"). The credits provided under this Section are limited to this Maximum Transportation Impact Fee Credit. Once the Maximum Transportation Impact Fee Credit has been achieved through credits applied to Owner for the Development Project, Owner will be required to comply with the impact fee provisions of the Code for any further development of the Property that requires payment of transportation impact fees, including payment of any transportation impact fees incurred over and above the Maximum Transportation Impact Fee Credit.
- b) **Credit Granted.** The City hereby grants the Owner a credit against transportation impact fees for fair market value of the Transportation Improvement Project Property as set forth in this Agreement and as calculated under the provisions contained Sections 8 and 9. The total estimated transportation impact fee required for the Development Project is currently estimated as \$245,245.84. The Owner shall pay the transportation impact fees based on the rate schedule in effect at the time payment has been made to the City for building permits 22-671, 22-672, 22-673, 22-674, and 22-675. Such payment shall be made as set forth below in subsection "c" prior to issuance of such permits by the City.

- c) Transportation Impact Fees to be Deposited into Escrow. The Parties agree that the estimated transportation impact fees due will likely substantially exceed the credit granted by the City for the dedication of the Transportation Improvement Project Property. Therefore, the Parties agree that Owner shall establish an escrow account at a Washington escrow company of its choosing and will deposit therein the full transportation impact fees due (no credit applied). The escrow agreement for such deposit(s) shall be in a form acceptable to the City. Such deposit(s) shall be made and evidence thereof presented to the City prior to issuance of any building permits for the Property. To the extent additional permits are issued at different times, additional deposits of the then-due transportation impact fees shall be made with evidence thereof provided to the City prior to permit issuance. The escrow agreement for holding the fees shall include the following provisions: (1) no funds shall be released to any Party until (a) a fair market value for the Transportation Improvement Project Property has been established in accordance with Section 9 below; (b) the dedication has been completed by the Owner and accepted by the City; and (c) the City has certified the total Maximum Transportation Impact Fee Credit due to the Owner and has provided such certification to the escrow company; (2) the escrow company will release the certified credit amount to the Owner and release the remaining escrow funds to the City; (3) any interest that has accrued on the escrow account shall be split and distributed according to the proportion released to each Party; (4) if the Owner fails to dedicate the Transportation Improvement Project Property to the City in accordance with the terms of this Agreement, then the City may request and the escrow company shall release all funds and interest thereon to the City within 15 days of receipt of the City's request.
- d) Owner shall dedicate the Transportation Improvement Project Property to the City generally as shown on Exhibit C, but in the final configuration as determined following the final design of the Transportation Improvement Project by the City. Owner shall complete such dedications no later than eighteen (18) months after the effective date of this Agreement or prior to the City's issuance of a Certificate of Occupancy for the first building permit for the Development Project, whichever time period is shorter.
- c) In the event Owner defaults on any requirement under this Agreement, or defaults on dedicating the Transportation Improvement Project Property, the City's remedies include obtaining the release of transportation impact fee funds and interest thereon from escrow and/or holding any outstanding Certificates of Occupancy until such time the Transportation Improvement Project Property dedication is completed, including the Parties' agreement on valuation, and any outstanding impact fees are paid in full or credited.
- d) 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 9. Valuation of Property Dedications.** The Parties agree to value the Transportation Improvement Project Property to be dedicated will be set as the fair market value

as described in this subsection. The Parties shall value the Transportation Improvement Project Property as follows: The Owner shall 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 the effective date of this Agreement. The City shall use its best efforts to review the appraisal report and provide a response to Owner on the valuation within 30 days of receipt. If both the City and the Owner agree that the appraisal is fair and reasonable, then the appraised value will be accepted as the Property value for transportation impact fee credit purposes. If the City disagrees with the appraisal, then the City may hire its own appraiser to perform a second appraisal at the Owner's expense. The date for valuation purposes shall be the same as used in the Owner's appraisal. The City shall use its best efforts to obtain an appraisal report within 60 days of notice to the Owner of its disagreement with Owner's appraisal. If that second City-initiated appraisal is within twenty (20) percent of the value established by the first Owner-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 20 percent apart, the Parties have the option of either agreeing to a value or establishing another method to set the fair market value of the Transportation Improvement Project Property. If the Parties are unable to agree, then they shall submit the valuation decision to binding arbitration with a mutually agreeable arbitrator, or if they cannot agree on an arbitrator then the Parties will submit the valuation dispute to Judicial Dispute Resolution, LLC. Each Party shall pay one half of the costs of arbitration.

**Section 10. Other Impact Fees.** The Development Project is subject to the City's impact fee requirements of POMC Ch. 20.182. Owner shall pay the applicable impact fees for the Development Project at the rates in effect at the time each fully complete building permit application is submitted.

**Section 11. Ground Floor Elevation Modification.** The Development Project is not subject to the minimum two foot (2') ground floor elevation requirement that is set forth in POMC 20.32.100 as applicable to all "Apartment" building types, regardless of site topography or other design considerations. The Development Project provides equal or better ground floor privacy for residents and aesthetic screening than could be provided with strict adherence to the Code, therefore, the City has agreed that Owner may depart from the requirements of POMC 20.32.100 in the following manner: no minimum ground floor elevation shall be applied.

**Section 12. 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 13. Termination.** This Agreement shall terminate five (5) years after Effective Date. Upon termination and upon the request of the Owner, the City shall record a notice of such termination in a form satisfactory to the Parties that the Agreement has been terminated.

**Section 14. 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 15. Effect upon Termination on Owner.** Termination of this Agreement as to the Owner shall not affect any of the Owner'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 Transportation Improvement Project costs being fully recovered by impact fee credit or mitigation funds, the Owner will no longer be eligible to receive such credits.

**Section 16. Effects upon Termination on City.** Upon any termination of this Agreement as to the Property, or any portion thereof, the City will be under no obligation to provide any additional credits or reimbursement to Owner even if the Transportation Improvement Project costs have not been fully recovered at the time of expiration or termination.

**Section 17. Assignment and Assumption.** The Owner 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. Owner 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 18. 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 Owner and every purchaser, assignee or transferee of an interest in the 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 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 the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred to it.

**Section 19. 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. 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 after the Effective Date of this Agreement.

**Section 20. General release.** Owner 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 timely dedicate the Transportation Improvement Project Property.

**Section 21. Notices.** Notices, demands, correspondence to the City and/or Owner (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 33 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 Owner 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 22. Reimbursement for Agreement Expenses of the City.** Owner agrees to reimburse the City for actual expenses incurred over and above fees paid by Owner 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 Owner 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. Upon payment of all expenses, the Owner may request written acknowledgement of all fees. Such payment of all fees shall be remitted to the City, at the latest, within thirty (30) days from the City’s presentation of a written statement of charges to the Owner.

**Section 23. 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 24. 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 25. 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 26. Owner's Compliance.** The City's duties under the Agreement are expressly conditioned upon the Owner'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 Owner's obligations as identified in any approval or project permit for the property identified in this Agreement.

**Section 27. 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, including but not limited to 42 U.S.C. §1983, or similar state constitutional provisions.

**Section 28. 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 Owner. In such event, Owner 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 Owner 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 29. 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 30. 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 31. 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 32. 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 33. 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:

**NAME OF OWNER:**

Blueberry Apartments QOZB, LLC  
Attn. Steve Novotny  
7809 Pacific Avenue  
Tacoma WA 98408  
powermystro@gmail.com

**CITY:**

Mayor  
City of Port Orchard  
216 Prospect Street  
Port Orchard WA 98366  
rputaansuu@portorchardwa.gov

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

**Section 34. 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 35. 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 Transportation Improvement Project, the property dedications, 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 36. 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 37. 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 38. 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.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**BLUEBERRY APARTMENTS QOZB, LLC**

**CITY OF PORT ORCHARD**

By: \_\_\_\_\_  
Steve Novotny  
Its:

By: \_\_\_\_\_  
Robert Putaansuu  
Its: Mayor

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**NAME**  
Attorney for Owner

\_\_\_\_\_  
Jennifer S. Robertson  
Attorney for Port Orchard

**ATTEST:**

\_\_\_\_\_  
Brandy Wallace, MMC  
Port Orchard City Clerk

**EXHIBITS TO AGREEMENT:**

- Exhibit A** – Legal Description of the Property being developed by Owner
- Exhibit B** – Map of the Property and the Development Project and with permits listed in Section 2 identified
- Exhibit C** – Transportation Improvement Project Property dedication map

**NOTARY BLOCK FOR PORT ORCHARD**

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KITSAP            )

I certify that I know or have satisfactory evidence that **Robert 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: \_\_\_\_\_, 2023.

\_\_\_\_\_

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

\_\_\_\_\_

My Commission expires: \_\_\_\_\_



**NOTARY BLOCK FOR BLUEBERRY APARTMENTS QOZB, LLC**

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that **Steve Novotny** is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of **Blueberry Apartments QOZB, LLC**, a Washington limited liability company to be the free and voluntary act of such Party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2023.

\_\_\_\_\_

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

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_



## Parcel Details

Q Search

Details ▾

Maps ▾

Services ▾

Tax Bill ▾

Print

## Tax Statement

Parcel #: 022301-4-043-2007

\*\*NO SITUS ADDRESS\*\*

View: Receipt(s) on file

[\[Click here to Print\]](#)[\[Click here to Pay by Credit Card - 3rd party fee applies\]](#)[\[Click here to Pay by E-Check - Free\]](#)

Peter J Boissonneau

MAKE REMITTANCES PAYABLE TO:

Kitsap County Treasurer

PO Box 169

Port Orchard, WA 98366

## 2023 WEB TAX STATEMENT

Printed:03/02/2023

BLUEBERRY APARTMENTS QOZB LLC  
7809 PACIFIC AVENUE  
TACOMA, WA 98408

COUNTER COMPLETE  
Permit Center

MAR 08, 2023

City of Port Orchard  
Community Development

## Account Number

022301-4-043-  
2007

\*\* For Informational Purposes Only \*\*

Process Number 1040187

Taxpayer Name:

BLUEBERRY APARTMENTS QOZB LLC

## Tax Property Description

02231E

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 2, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 990 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2, THENCE SOUTH 330 FEET; THENCE WEST 660 FEET; THENCE NORTH 330 FEET; THENCE EAST 660 FEET TO THE POINT OF BEGINNING; EXCEPT RAMSEY ROAD SE; AND EXCEPT THAT PORTION LYING WITHIN SHORT SUBDIVISION NO. 2586, RECORDED UNDER AUDITOR'S FILE NO. 8103110065; AND EXCEPT THAT PORTION CONVEYED TO KITSAP COUNTY FOR BLUEBERRY ROAD SE UNDER AUDITOR'S FILE NO. 200904300075; AND EXCEPT THE EAST 30 FEET FOR BETHEL ROAD.

## VALUE INFORMATION FOR TAX

	2022	2023
Land:	\$112,230	\$120,180
Buildings, etc.:	\$0	\$0
TOTAL VALUE:	\$112,230	\$120,180
TOTAL TAXABLE VALUE:(Land + Buildings, etc. minus Qualifying Exemptions)		
	\$112,230	\$120,180

Levy Code 0810

General Levy Rate per \$1000

8.4116

[\[Click here for Levy Information\]](#)

Page 140 of 358

Voted Rate -- 25.1 % Voter Approved

Parcel Location: No address on file

## GENERAL TAX DISTRIBUTION

	2022		2023
STATE GENERAL	\$311.47	STATE GENERAL	\$298.34
REGIONAL		REGIONAL	
LIBRARY	\$36.52	LIBRARY	\$33.19
LOCAL SCHOOL	\$320.67	LOCAL SCHOOL	\$253.28
COUNTY	\$86.19	COUNTY	\$78.29
CITY	\$142.67	CITY	\$134.73
PORT	\$25.98	PORT	\$23.69
FIRE	\$192.02	FIRE	\$183.99
PUD	\$5.92	PUD	\$5.37
2022 Total:	\$1,121.44	2023 Total:	\$1,010.88

## Current Taxes

ASSESSMENT	2022	2023
Noxious Weed	\$2.04	\$2.04
Asmt Total	\$2.04	\$2.04

2023 General Property Tax +  
Assessments = \$1,012.92

TOTAL AMOUNT DUE: \$1,012.92

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

LU23-Dev Agreement-01



## Parcel Details

Search

Details

Maps

Services

Tax Bill

Print

## Tax Statement

Parcel #: 022301-4-012-2004

4330 BETHEL RD SE  
PORT ORCHARD, WA 98366View: Receipt(s) on file  
[Click here to Print][Click here to Pay by Credit Card - 3rd party fee applies]  
[Click here to Pay by E-Check - Free]

Peter J Boissonneau

MAKE REMITTANCES PAYABLE TO:  
Kitsap County Treasurer  
PO Box 169  
Port Orchard, WA 98366

## 2023 WEB TAX STATEMENT

Printed:03/02/2023

BLUEBERRY APARTMENTS QOZB LLC  
7809 PACIFIC AVENUE  
TACOMA, WA 98408

## Account Number

022301-4-012-  
2004

\*\* For Informational Purposes Only \*\*

Process Number 1039874

Taxpayer Name:  
BLUEBERRY APARTMENTS QOZB LLC

## Tax Property Description

02231E

LOT A, SHORT SUBDIVISION NO. 2586, RECORDED UNDER AUDITOR'S FILE NO. 8103110065, BEING A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 2, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON; EXCEPT THAT PORTION CONVEYED TO KITSAP COUNTY FOR BLUEBERRY ROAD SE UNDER AUDITOR'S FILE NO. 200904300075

## VALUE INFORMATION FOR TAX

	2022	2023
Land:	\$110,010	\$117,800
Buildings, etc.:	\$459,220	\$566,180
TOTAL VALUE:	\$569,230	\$683,980
TOTAL TAXABLE VALUE:(Land + Buildings, etc. minus Qualifying Exemptions)		
	\$569,230	\$683,980

Levy Code 0810

General Levy Rate per \$1000

8.4116

[Click here for Levy Information]

Voted Rate -- 25.1 % Voter Approved

Parcel Location: 4330 BETHEL RD SE

## GENERAL TAX DISTRIBUTION

	2022	2023
STATE GENERAL	\$1,579.74	\$1,697.92
REGIONAL	\$185.21	\$188.89
LIBRARY		
LOCAL SCHOOL	\$1,626.42	\$1,441.49
COUNTY	\$437.11	\$445.66
CITY	\$723.60	\$766.82
PORT	\$131.79	\$134.80
FIRE	\$973.95	\$1,047.15
PUD	\$30.00	\$30.59
2022 Total:	\$5,687.82	2023 Total: \$5,753.32

## Current Taxes

ASSESSMENT	2022	2023
Noxious Weed	\$2.06	\$2.06
Asmt Total	\$2.06	\$2.06

2023 General Property Tax +  
Assessments = \$5,755.38

TOTAL AMOUNT DUE: \$5,755.38

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).



## Parcel Details

Search

Details

Maps

Services

Tax Bill

Print

## Tax Statement

Parcel #: 022301-4-026-2008

4336 BETHEL RD SE  
PORT ORCHARD, WA 98366View: Receipt(s) on file  
[Click here to Print][Click here to Pay by Credit Card - 3rd party fee applies]  
[Click here to Pay by E-Check - Free]

Peter J Boissonneau

MAKE REMITTANCES PAYABLE TO:  
Kitsap County Treasurer  
PO Box 169  
Port Orchard, WA 98366

## 2023 WEB TAX STATEMENT

Printed:03/02/2023

BLUEBERRY APARTMENTS QOZB LLC  
7809 PACIFIC AVENUE  
TACOMA, WA 98408

## Account Number

022301-4-026-  
2008

\*\* For Informational Purposes Only \*\*

Process Number 1040013

Taxpayer Name:  
BLUEBERRY APARTMENTS QOZB LLC

## Tax Property Description

02231E

LOT B, SHORT SUBDIVISION NO. 2586, RECORDED UNDER AUDITOR'S FILE NO. 8103110065, BEING A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 2, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON; EXCEPT THAT PORTION CONVEYED TO KITSAP COUNTY FOR BLUEBERRY ROAD SE UNDER AUDITOR'S FILE NO. 200904300075

## VALUE INFORMATION FOR TAX

	2022	2023
Land:	\$395,430	\$293,190
Buildings, etc.:	\$20,650	\$210,220
<b>TOTAL VALUE:</b>	<b>\$416,080</b>	<b>\$503,410</b>

TOTAL TAXABLE VALUE:(Land + Buildings, etc. minus Qualifying Exemptions)

\$416,080 \$503,410

Levy Code 0810

General Levy Rate per \$1000

8.4116

[Click here for Levy Information]

Voted Rate -- 25.1 % Voter Approved

## GENERAL TAX DISTRIBUTION

	2022		2023
STATE GENERAL	\$1,154.72	STATE GENERAL	\$1,249.67
REGIONAL		REGIONAL	
LIBRARY	\$135.38	LIBRARY	\$139.02
LOCAL SCHOOL	\$1,188.83	LOCAL SCHOOL	\$1,060.94
COUNTY	\$319.51	COUNTY	\$328.00
CITY	\$528.92	CITY	\$564.38
PORT	\$96.33	PORT	\$99.21
FIRE	\$711.92	FIRE	\$770.71
PUD	\$21.93	PUD	\$22.51
2022 Total:	\$4,157.54	2023 Total:	\$4,234.44

## Current Taxes

ASSESSMENT	2022	2023
Noxious Weed	\$2.00	\$2.00
Aermt Total	\$2.00	\$2.00

## 2023 General Property Tax +

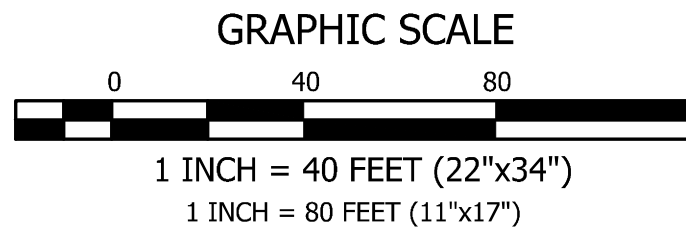
Assessments = \$4,236.44

**TOTAL AMOUNT DUE: \$4,236.44**

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).



BLUEBERRY APARTMENTS  
A PORTION OF SECTION 2, TOWNSHIP 23N, RANGE 01 E, W.M.,  
CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON



APPLICANT

TREVOR COLBY, PRINCIPAL - KCI COMMERCIAL, INC.  
P.O. BOX 6979  
TACOMA, WA 98417  
EMAIL: TREVOR@KCIWA.COM  
PHONE OFFICE: (253) 475-4363  
PHONE CELL: (253) 226-6911

ENGINEER

JEREMY HAUG, PE  
CONTOUR ENGINEERING, LLC.  
3309 56TH ST NW, SUITE 106  
GIG HARBOR, WA 98335  
PHONE: (253) 857-5454

GEOTECHNICAL ENGINEER

GEORESOURCES  
4809 PACIFIC HWY E  
FIFE, WA 98424  
PHONE: (253) 896-1011

LANDSCAPE ARCHITECT

ERIC WILLIAMS  
WDSTUDIO70@YAHOO.COM  
PHONE: (253) 678-4173

SURVEYOR

INFORMED LAND SURVEY  
PO BOX 5137  
TACOMA, WA 98415  
PHONE: (253) 627-2070

ARCHITECT

SYNTHESIS 9, LLC  
523 NORTH D. ST.  
TACOMA WA. 98403-3215  
CONTACT: BRETT LINDSAY  
(253) 468-4117

WATER & SEWER PROVIDER

WEST SOUND UTILITY DISTRICT  
2924 SE LUND AVE  
PORT ORCHARD, WA 98366  
(360) 876-2545

SITE DATA

TOTAL AREA: 5.04 ACRES

PARCEL NUMBER(S): 022301-4-043-2007, 052301-4-012-2004, 022301-4-026-2008

SITE ADDRESS: 4330 BETHAL RD SE  
PORT ORCHARD, WA 98366

ZONING: CMU - COMMERCIAL MIXED USE

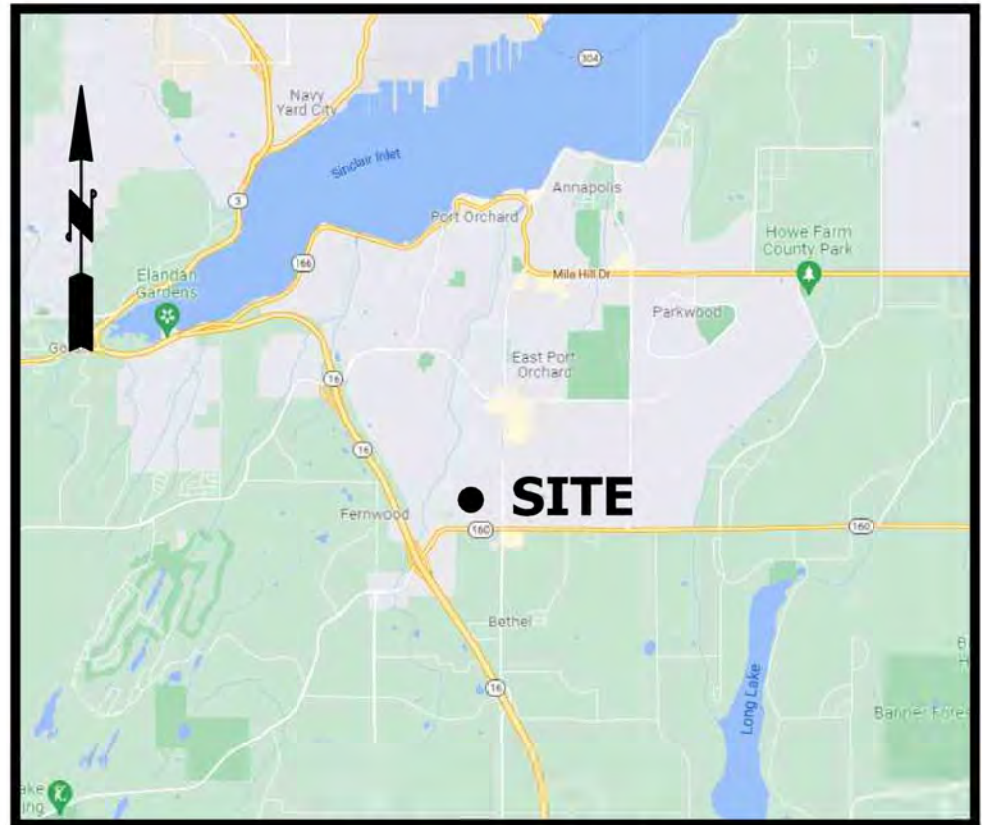
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IMPERVIOUS AREA

TOTAL DEVELOPED IMPERVIOUS AREA: 136,507 SF (3.13 AC)

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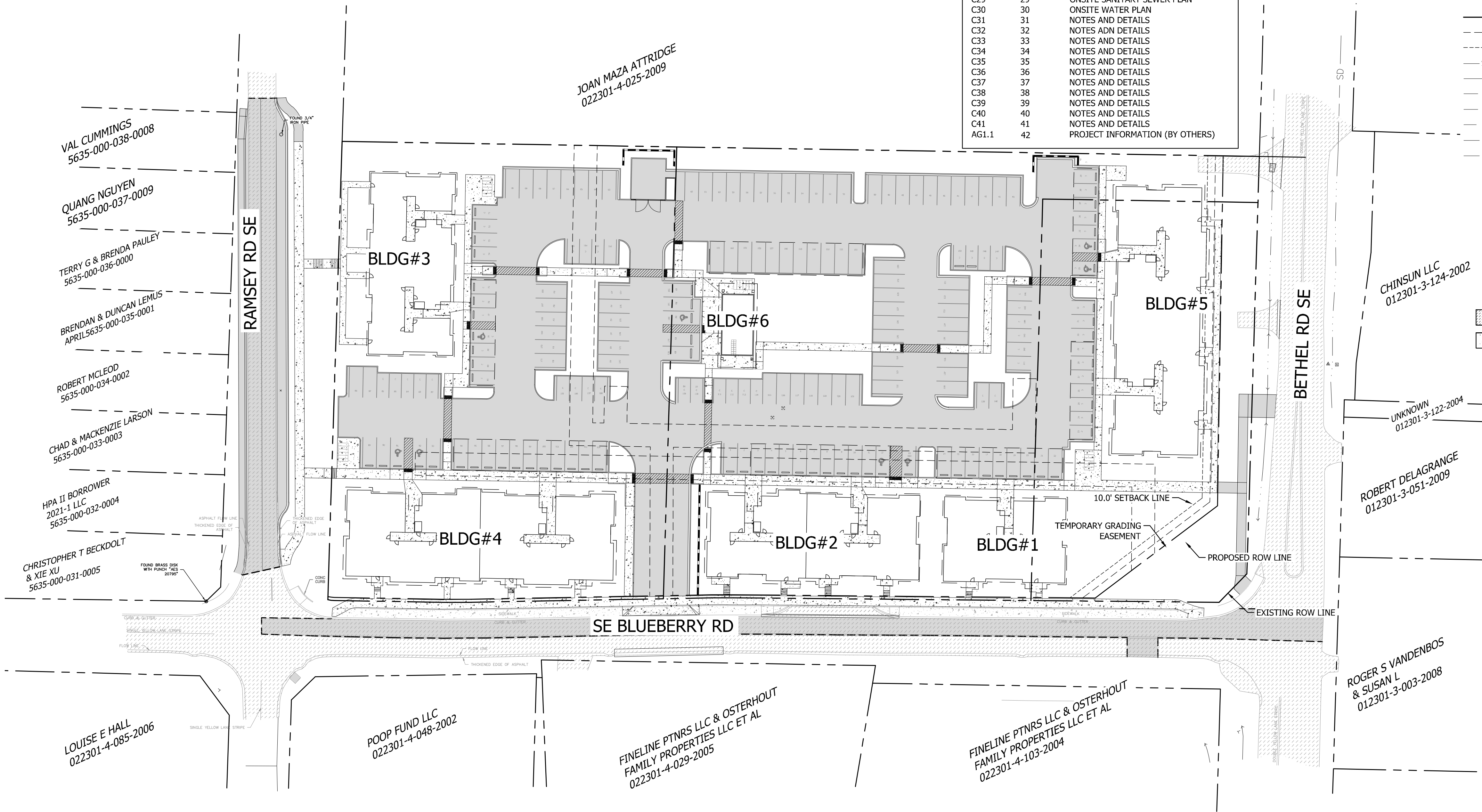


VICINITY MAP

NOT TO SCALE

LEGEND

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VERIFICATION NOTE

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**CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG**

BY	DATE	DESCRIPTION	REVISION

**CONTOUR ENGINEERING • LLC**  
CIVIL ENGINEERS ~ SURVEYORS ~ LAND PLANNERS  
Phone: 253-857-5454 ~ Fax: 253-509-0044 ~ info@contourllc.com  
Mailing Address: P.O. Box 949, Gig Harbor, WA 98335  
Physical Address: 4706 97th Street NW, Suite 100, Gig Harbor, WA 98332

**JEREMY F. HAUG**  
PE  
PROFESSIONAL ENGINEER  
5 January 2023

SHEET TITLE: COVER SHEET

BLUEBERRY APARTMENTS

CLIENT: KCI COMMERCIAL, INC.  
PO BOX 6979  
TACOMA, WA 98417

CONTACT: TREVOR COLBY

PHONE: (253) 475-4363

DESIGNER: M. GOULARTE  
ENGINEER: J. HAUG  
DRAWN: A. KING  
S2 T 23 N R 01 E WM  
DATE: 5 January 2023  
REVISED: ---

PROJECT: 21-142  
DWG NAME: 21-142-C

SHEET	REV.
C1	
1 OF 42	





TREVOR COLBY, PRINCIPAL - KCI COMMERCIAL, INC.  
P.O. BOX 6979  
TACOMA, WA 98417  
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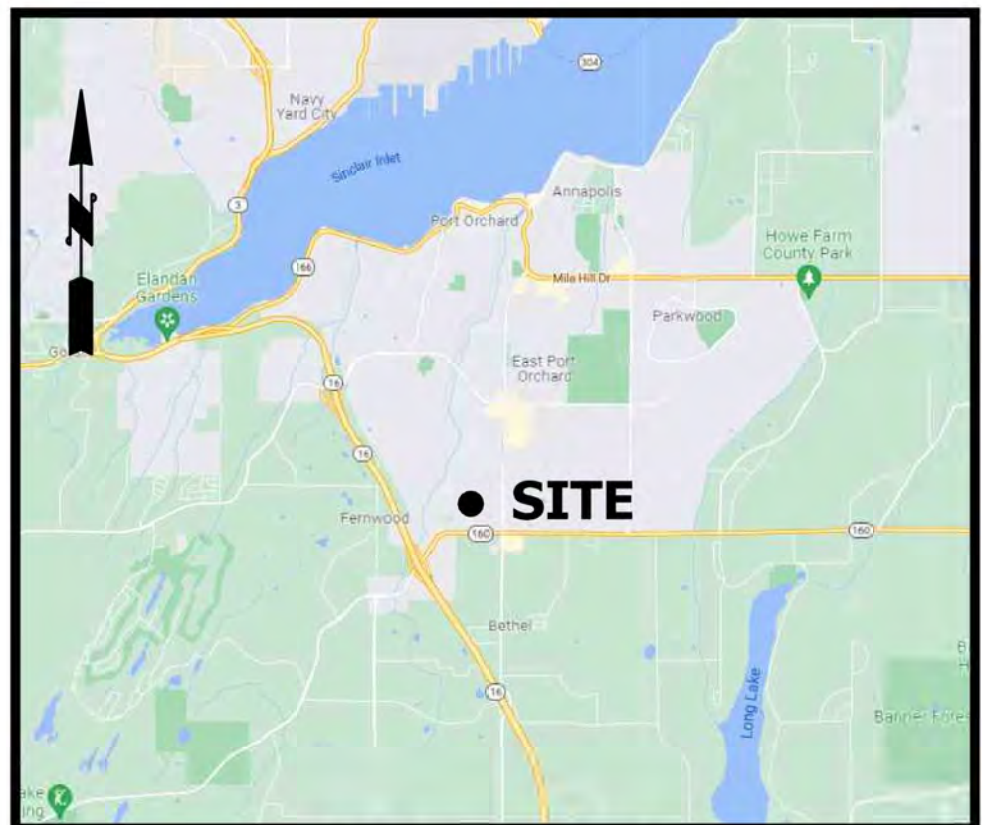
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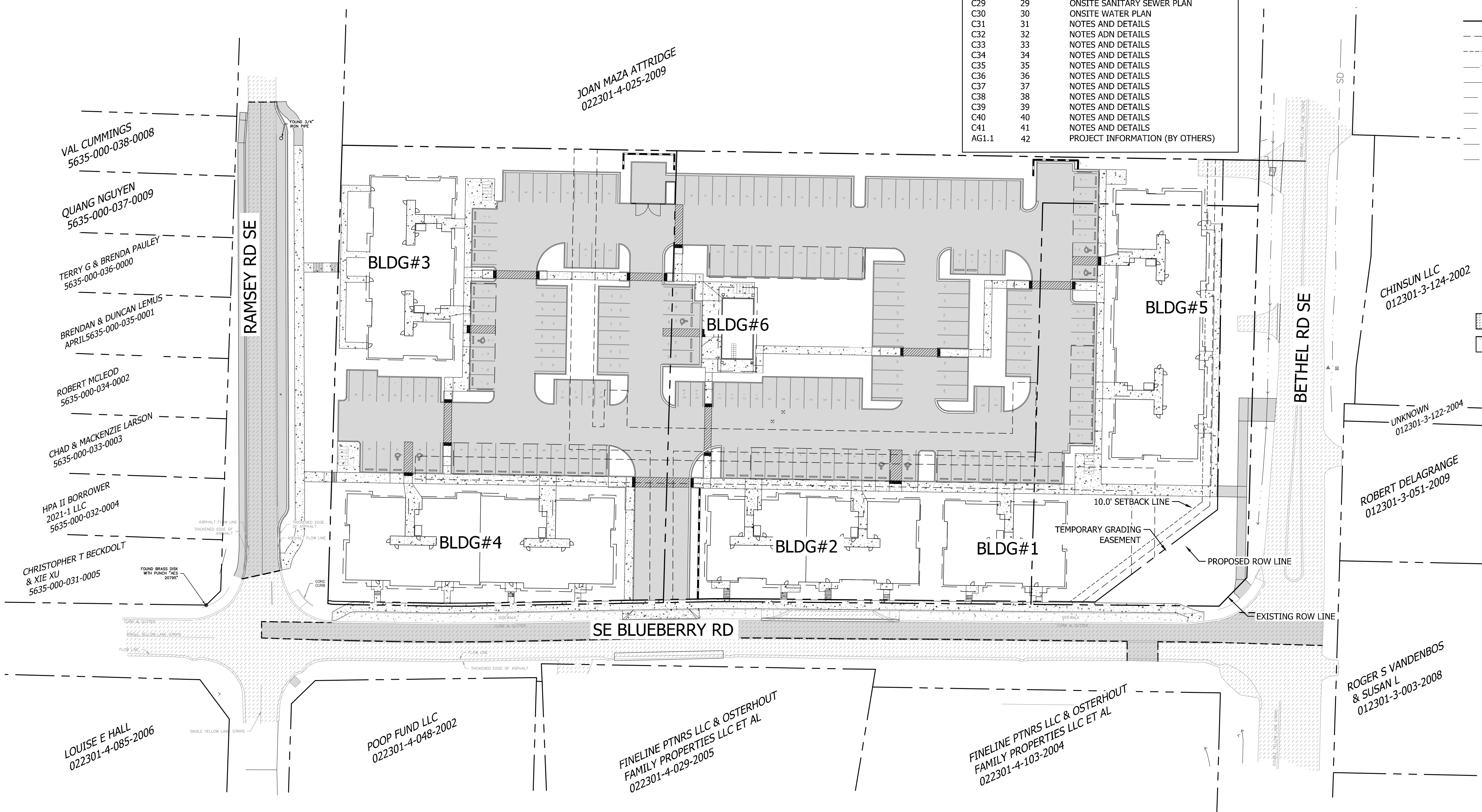
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**CONTOUR**  
**E N G I N E E R I N G • L L C**  
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S2 T23 N R01E WM  
DATE: 5 January 2023  
REVISED: --,--,---

PROJECT: 21-142
DWG NAME: 21-142-C

SHEET	REV.
C1	
1 OF 42	





## 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 8C  
Subject: Adoption of a Resolution Approving a Contract  
With Miles Resources, LLC for the 2023  
Citywide Asphalt Repair Project

Meeting Date: May 9, 2023  
Prepared by: Tony Lang  
Public Works Director  
Atty Routing No: 366922-0009  
Atty Review Date: May 3, 2023

**Summary:** The City needs to routinely repair asphalt on City streets. By this Resolution, the City Council would authorize the Mayor to execute a contract with Miles Resources, LLC for the 2023 City Wide Asphalt Repair Project (the "Project"). On December 2, 2022, the City was awarded a Fuel Tax Grant (TIB#3-W-153(001)-1) from the Washington State Transportation Improvement Board (TIB), in the amount of \$325,976, to partially fund the Project. Pursuant to Resolution No. 036-22, Section 5 Bid Procedures, the City's Public Works Department prepared an Invitation to Bid, published a bid solicitation in the Kitsap Sun and Daily Journal of Commerce on March 24 and March 31, 2023, and on March 24, 2023, staff uploaded the bid documents to the Washington Builder's Exchange and the City's Webpage.

On April 19, 2023, by the 10:00 am bid deadline, the City Clerk received six (6) sealed bids. After confirming that there were no objections made and that there were no challenges to the Public Opening process, the six (6) sealed bids were opened and read aloud by the City Clerk. Bids received prior to the April 19, 2023, 10:00 am deadline are as follows:

<b><i>Name of Contractor</i></b>	<b><i>Bid Total</i></b>
Miles Resources, LLC	\$867,629.60
Lakeside Industries, Inc.	\$934,235.51
Tucci & Sons, Inc.	\$942,653.82
Granite Construction Company	\$974,243.40
Puget Paving & Construction, Inc.	\$1,067,400.58
Central Paving, LLC	\$1,104,763.21

The City Clerk then prepared a Bid Tabulation form, and the Public Works Department prepared a Bid Evaluation form (including applicable taxes, labor, equipment, material, and fees), resulting in the initial determination that the lowest qualified, responsible, and responsive bid was provided by Miles Resources, LLC.

On April 20, 2023, the City's Public Works Department Staff completed the MRSC Mandatory Bidder Responsibility Checklist and confirmed that the Miles Resources, LLC bid of \$867,629.60 was the lowest qualified, responsible, and responsive bid. The Public Works Department also reviewed all materials and

confirmed that the bidding requirements for this public work have been followed. On May 1, 2023, the City received TIB approval to award the contract.

**Recommendation:** Staff recommends that the City Council adopt a Resolution approving a contract with Miles Resources, LLC for the 2023 City Wide Asphalt Repair project in the amount of \$867,629.60 (applicable taxes included).

**Relationship to Comprehensive Plan:** Chapter 8: Transportation

**Motion for Consideration:** I move to adopt a Resolution approving a contract with Miles Resources, LLC for the City Wide Asphalt Repair project in the amount of \$867,629.60.

**Fiscal Impact:** Road repairs are budgeted in the 2023-2024 Biennial Budget. (002.05.542.30.40). TIB grant funds in the amount of \$325,976 were awarded for a portion of this project.

**Alternatives:** Do not approve and provide further guidance

**Attachments:** Resolution  
Contract  
TIB Letter

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

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING A CONTRACT WITH MILES RESOURCES, LLC FOR THE 2023 CITY WIDE ASPHALT REPAIR PROJECT AND DOCUMENTING PROCUREMENT PROCEDURES.**

**WHEREAS**, the City routinely repairs asphalt on City streets and identified the need for the 2023 City Wide Asphalt Repair Project (the “Project”); and

**WHEREAS**, on December 2, 2022, the City was awarded a grant from the Washington State Transportation Improvement Board Fuel Tax Funds; and

**WHEREAS**, on January 26, 2023, the City entered into an agreement with the Washington State Transportation Improvement Board to accept the grant and receive Fuel Tax grant funds in the amount of \$325,976 to fund a portion of the Project; and

**WHEREAS**, pursuant to the City’s Procurement Policies and Procedures, Resolution No. 036-22, Section 5 Bid Procedures, the City’s Public Works Department prepared an Invitation to Bid for this Project, advertised in the Kitsap Sun and Daily Journal of Commerce on March 24 and March 31, 2023, and on March 24, 2023, staff uploaded the bid documents to the Washington Builder’s Exchange and the City’s Webpage for the 2023 City Wide Asphalt Repair Project; and

**WHEREAS**, on April 19, 2023, by the 10:00 am bid deadline, the City Clerk received six (6) sealed bids; and

**WHEREAS**, after confirming that there were no objections made and that there were no challenges to the Public Opening process, the six (6) Sealed Bids were opened and read aloud by the City Clerk; and

**WHEREAS**, the City Clerk prepared a Bid Tabulation form and the Public Works Department prepared a Bid Evaluation form, resulting in an initial determination that the lowest qualified, responsible, and responsive Bid was provided by Miles Resources, LLC; and

**WHEREAS**, on April 20, 2023, the City’s Public Works Department completed the MRSC Mandatory Bidder Responsibility Checklist for Miles Resources, LLC, and confirmed that Miles Resources, LLC submitted the lowest qualified, responsible, and responsive Bid, and further confirmed that all applicable bidding procedures were followed for this Project; and

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

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

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

**THAT:** The City Council approves and authorizes the Mayor to execute a contract with Miles Resources, LLC, for the 2023 City Wide Asphalt Repair project, and to take all actions necessary consistent with this authorization to effectuate this approval;

**THAT:** The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 9th day of May 2023.

---

Robert Putaansuu, Mayor

ATTEST:

---

Brandy Wallace, MMC, City Clerk

## CONTRACT

### CITY OF PORT ORCHARD 2023 CITY WIDE ASPHALT REPAIR CONTRACT NO. \_\_\_\_\_

THIS CONTRACT ("Contract") is made and entered into this 9th day of May, 2023, by and between the City of Port Orchard, a municipality incorporated and existing under the laws of the State of Washington, hereinafter called the "City," and **Miles Resources, LLC**, hereinafter called the "Contractor."

WITNESSETH:

#### **I. General Provisions.**

##### **A. Description of Work.**

The Contractor, in consideration of the covenants, agreements and payments to be performed and made by the City, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute, construct and finish in full compliance with the Contract Documents, **2023 City Wide Asphalt Repair Project**. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor's Bid Proposal dated April 19, 2023, attached hereto and incorporated herein by this reference as if set forth in full. Contractor further represents that the services furnished under this Agreement will be performed in accordance with and as described in the attached plans and specifications and with the Port Orchard Municipal Code, the City's Public Works Standards, which includes (but is not limited to) the 2021 edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (which shall apply except where noted otherwise). All of these standards are by this reference incorporated herein and made a part hereof. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

The Contract Documents include:

Exhibit A -a confirmed copy of the Proposal made by the Contractor on April 19, 2023, together with the Instructions to Bidders.

Exhibit B – The Project Manual for the **2023 City Wide Asphalt Repair Project**.

Exhibit C – Retainage Options

All Exhibits to this Contract are by this reference incorporated herein and made a part hereof as if set forth in full.

### B. Time of Completion.

Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within **75 working days** after the Notice to Proceed Date.

### C. Liquidated Damages.

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

## II. Non-Discrimination.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to compliance with the following Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42



U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### Title VI of the Civil Rights Act of 1964

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 ensure that its contracts comply with these regulations.

Also, in accordance with Title VI, the City is required to include the following clauses in every contract subject to Title VI and its related regulations.

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

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

including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

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

### **III. Public Records Act Chapter 42.56 RCW**

Contractor understands that her/his bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

### **IV. Termination**

The City may terminate this contract for cause or for convenience.

1. **Termination for Cause.** The City may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for cause upon the occurrence of any one or more of the following events: Contractor fails to complete the work or any portion thereof with sufficient diligence to ensure substantial completion of the work within the contract time; Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; Contractor fails in a material way to replace or correct work not in conformance with the Contract Documents, Contractor repeatedly fails to supply skilled workers or proper materials or equipment; Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or Contractor is otherwise in material breach of any provision of the contract. Upon termination, the City may, at its option, take possession of or use all documents, materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work, and finish the work by whatever other reasonable method it deems expedient.
2. **Termination for Convenience.** The City may, upon written notice, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for the convenience of the City.
3. **Settlement of Costs.** If the City terminates for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.

**V. Corporate Surety Bond**

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

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

**VI. Independent Contractor.**

The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

**VII. Employment of State Retirees.**

The City is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the City or any of the Contractor's owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

## **VIII. Changes.**

The City may issue a written change order for any change in the Contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the Notice provision section of this Agreement, within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section IX entitled, "Claims," below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

**IX. Claims.** If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

**FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.**

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

**X. Limitation Of Actions.**

CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.



**XI. Warranty.**

Upon acceptance of the contract work, Contractor must provide the City a two-year warranty bond in the amount of twenty percent (20%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City's acceptance of the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

**XII. Indemnification.**

Contractor 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 attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

### **XIII. Insurance.**

The Contractor shall procure and maintain for the duration of the 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 Contractor, its agents, representative, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Contractor 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 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility

of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

**B. Minimum Amounts of Insurance.** Contractor 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 and a \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

**C. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor'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 Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**D. Contractor's Insurance for Other Losses.** The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

**E. Waiver of Subrogation.** The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

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

**G. Verification of Coverage.** Contractor 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 Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

H. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

#### **XIV. WORK PERFORMED AT CONTRACTOR'S RISK.**

Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

#### **XV. MISCELLANEOUS PROVISIONS.**

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Kitsap County Superior Court, Kitsap County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the

addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or 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 Contractor.

F. Entire Agreement. The written provisions and terms 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 this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

**CITY OF PORT ORCHARD**

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

**CONTRACTOR**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charlotte Archer, City Attorney

**NOTICES TO BE SENT TO:**

**CONTRACTOR:**

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
Email \_\_\_\_\_

**CITY:**

NAME: K. Chris Hammer, P.E., City Engineer  
ADDRESS: 216 Prospect Street  
TELEPHONE: (360) 876-4991  
Email: [publicworks@portorchardwa.gov](mailto:publicworks@portorchardwa.gov)

With a copy to the City Clerk at the same address



**5% RETAINAGE INVESTMENT OPTION<sup>1</sup>**

Contractor: \_\_\_\_\_

Project Name: \_\_\_\_\_

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how the 5% retainage under this contract will be invested. Please complete and sign this form indicating your preference. If you fail to do so you will miss the benefit of any interest earned. Select one of the following options:

☐

1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. If this is your choice, then please complete attached *SAVINGS ACCOUNT AGREEMENT*. Please state the name of your bank.

Bank: \_\_\_\_\_

☐

2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues. If this is your choice, then please complete attached *ESCROW AGREEMENT*.

Preferred Bank: \_\_\_\_\_

Securities/Bonds: \_\_\_\_\_

☐

3. **Guarantee Deposit:** Retainage will be held by the City. No interest is payable to the Contractor.

Retainage is normally released 45 days after final acceptance of the work or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be longer, due to its seasonal nature. However, if this project is subject to grant funding, then the retainage may also be held until such time as the Contractor meets its obligations to the City to provide required information and documentation for compliance with the grant funding requirements.

State law allows for limited early release of retainage in certain circumstance.

\_\_\_\_\_  
*Contractor's Signature*\_\_\_\_\_  
*Title*

<sup>1</sup> If the Contractor opts to post a retainage bond under RCW 60.28.011, such bond shall be in a form acceptable to the City, shall be with a surety with a minimum of A.M. Best financial strength rating of a minimum of A-.

## SAVING ACCOUNT AGREEMENT

TO BANK: \_\_\_\_\_ SAVINGS ACCOUNT NO: \_\_\_\_\_

BANK'S ADDRESS: \_\_\_\_\_

\_\_\_\_\_

AGENCY: CITY OF PORT ORCHARD  
216 Prospect Street  
Port Orchard WA 98366

CONTRACT NO: \_\_\_\_\_

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

The estimated completion date of contract is: \_\_\_\_\_

The undersigned, \_\_\_\_\_, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

### INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instruction from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these

instructions, or that there is any assignment of the interests of this agreement, or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representative and heir of the Parties hereto.

\_\_\_\_\_  
*Contractor*

CITY OF PORT ORCHARD  
*Agency*

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

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

Title: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

The above savings account agreement and instruction received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
*Bank Name*

\_\_\_\_\_  
*Authorized Bank Officer*

## ESCROW AGREEMENT

TO BANK: \_\_\_\_\_ ESCROW NO.: \_\_\_\_\_

BANK'S ADDRESS: \_\_\_\_\_

AGENCY: \_\_\_\_\_  
CITY OF PORT ORCHARD  
216 Prospect Street  
Port Orchard WA 98366

CONTRACT NO.: \_\_\_\_\_

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

The estimated completion date of contract is: \_\_\_\_\_

The undersigned, \_\_\_\_\_, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

### INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities,

or the negotiation of the AGENCY'S warrants) except in accordance with written instructions from the AGENCY. Compliance with such instruction shall relieve you of any further liability related thereto.

4. In the event the AGENCY orders you to do so in writing, you shall within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.
5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any property placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
7. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor be bound by nor required to give notice or demand , nor required to take action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The foregoing provision shall be binding upon the assigns, successors, personal representative, and heir of the Parties hereto.

\_\_\_\_\_  
*Contractor* CITY OF PORT ORCHARD  
*Agency*

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

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_  
The above escrow agreement and instruction received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Bank Name*

\_\_\_\_\_  
*Authorized Bank Officer*

#### SECURITIES AUTHORIZED BY AGENCY

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligation of any corporation wholly-owned by the government of the United States;
4. Indebtedness of the Federal National Mortgage Association; and
5. Time deposits in commercial banks.



PERFORMANCE AND PAYMENT BOND

CITY OF PORT ORCHARD

PROJECT

PW PROJECT NO. 2023-003

Bond to City of Port Orchard, Washington

Bond No. \_\_\_\_\_

We, \_\_\_\_\_, and \_\_\_\_\_  
(Principal) (Surety)

a \_\_\_\_\_ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington ("Owner"), in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for a project entitled \_\_\_\_\_ ("Project") – Public Works Project No. 2023-003 ("Contract"). The initial penal sum shall equal 100 percent of the Total Bid Price, including all applicable state sales tax, as specified in the Proposal submitted by Principal.

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

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

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

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

Posts a two-year warranty/maintenance bond to secure the project. Such bond shall be in the amount of twenty percent (20%) of the project costs.

Provided, further that this bond shall remain in full force and effect until released in writing by the City at the request of the Surety or Principal.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect

loss resulting from the failure:

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

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

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

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

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

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

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

_____ Principal	_____ Surety
_____ Signature of Authorized Official	_____ Signature of Authorized Official
_____ Printed Name and Title	By _____ Attorney in Fact (Attach Power of Attorney)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

ACKNOWLEDGEMENT  
Corporation, Partnership, or Individual

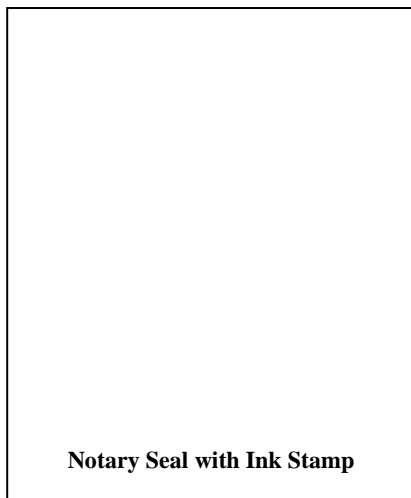
STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

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

- ☐ \_\_\_\_\_ of \_\_\_\_\_, the  
corporation,  
☐ \_\_\_\_\_ of \_\_\_\_\_, the  
partnership,  
☐ individual,

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

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



\_\_\_\_\_  
Print or type name

**NOTARY PUBLIC,**  
in and for the State of Washington

Residing at \_\_\_\_\_

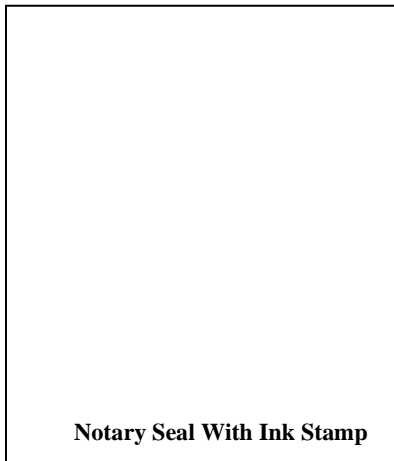
My Commission expires: \_\_\_\_\_

**SURETY ACKNOWLEDGEMENT**

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

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

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



\_\_\_\_\_  
Print or type name

**NOTARY PUBLIC,**  
in and for the State of Washington  
Residing \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**CITY OF PORT ORCHARD  
MAINTENANCE/WARRANTY BOND**

***Note: This form must be completed at Contract Completion. Before the Performance Bond (or the retainage when the performance bond is waived) can be released, the City must receive the two year Maintenance/Warranty Bond***

Project #: \_\_\_\_\_

Contract #: \_\_\_\_\_

Surety Bond #: \_\_\_\_\_

Date Posted: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

RE: Project Name: \_\_\_\_\_

Owner/Developer/Contractor: \_\_\_\_\_

Project Address: \_\_\_\_\_

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

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

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

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

A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or,

in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed and leave the same in as good condition or better as it was before commencement of the work.

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

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

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

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

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



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

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

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SURETY COMPANY

DEVELOPER/OWNER

**(Signature must be notarized)**

**(Signature must be notarized)**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

CHECK FOR ATTACHED NOTARY SIGNATURE

\_\_\_\_ Developer/Owner (Form P-1)

\_\_\_\_ Surety Company (Form P-2)

**FORM P1-NOTARY BLOCK**

**(Developer/Owner)**

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF                                    )

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

Dated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(print or type name)

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

My Commission expires: \_\_\_\_\_

**FORM P2-NOTARY BLOCK**

**(Surety Company)**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF )

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

Dated: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## PROPOSAL

### CITY OF PORT ORCHARD 2023 CITY WIDE ASPHALT REPAIR PROJECT NO. PW2023-003

To: Mayor and City Council  
City of Port Orchard, Washington

Contractor: Miles Resources, LLC  
State License No.: MILESRL897RK

Date: 04/19/2023  
Month/Day/Year

#### *Bidder's Declaration and Understanding*

The Bidder declares that s/he has carefully examined the Contract Documents for the construction of the project, that s/he has personally inspected the site, that s/he has satisfied her/himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that s/he has exercised her/his own judgment regarding the interpretation, of subsurface information and has utilized all data, which s/he believes pertinent from City and other sources and has made such independent investigations as the Bidder deems necessary in arriving at her/his conclusions.

Bidder understands that any bid response documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidder acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Bidder may elect to give notice to Bidder of the request so as to allow Bidder to seek a protective order from a Court. Bidder acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

#### *Contract Execution*

The Bidder agrees that if this Proposal is accepted, s/he will, within fourteen (14) calendar days after Notice of Award, complete and sign the Contract in the form annexed hereto, and will at that time deliver to the City executed copies of the Performance Bond, Labor and Material Payment bond, the Certificate of Insurance, and other documentation required by the Contract Documents, and will, to the extent of her/his Proposal, furnish all machinery, tools, apparatus and other means of construction and do the work and furnish all the materials or services necessary to complete all work as specified or indicated in the Contract Documents.

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City of Port Orchard

2023 City Wide Asphalt Repair

PROJECT # PW2023-003

*Start of Construction and Contract Completion*

The Bidder further agrees that within 14 calendar days of CONTRACT START DATE, s/he will meet with engineering personnel and begin work no earlier than N/A, and complete the construction within **75** working days of START DATE.

*Lump Sum and Unit Price Work*

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the City has been merged with prices named in the proposal.

# SCHEDULE OF CONTRACT PRICES

2023 CITY WIDE ASPHALT REPAIR

Project No. PW2023-003

NOTE: Unit prices for all items and the total amount bid must be shown. The Project must be bid in its entirety, including all bid items as specifically listed in the Proposal, in order to be considered a responsive bid. Where conflict occurs between the unit price and the total amount named for any items, the unit price typed or printed and entered in ink shall prevail. The Contracting Agency reserves the right to award all work bid according to the lowest qualified responsive bid tendered, available funds, and as it best serves the interest of the Contracting Agency. All work awarded will be made to the same Contractor/bidder.

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
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## Schedule A- Base Bid/Old Clifton Overlay

1	CALC	STD (1-04)	Minor Changes	CALC \$5,000.00	\$ 5,000.00
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\$ Five Thousand Dollars

(Total Amount in Words)

2	Lump Sum	STD (1-09)	Mobilization	LS \$ 30,000.00	\$ 30,000.00
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\$ Thirty thousand dollars

(Total Amount in Words)

3	Lump Sum	STD (1-07)	SPCC Plan	LS \$ 750.00	\$ 750.00
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\$ Seven Hundred Fifty Dollars

(Total Amount in Words)

4	Lump Sum	STD (1-10)	Project Temporary Traffic Control	LS \$ 42,000.00	\$ 42,000.00
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\$ Forty two thousand dollars

(Total Amount in Words)

5	400 LF	SP (2-02)	Removing Asphalt Conc. Curb	LF \$ 10.00	\$ 4,000.00
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\$ Four Thousand dollars

(Total Amount in Words)

6	280 TN	STD (4-04)	Crushed Surfacing Base Course (Shoulder Ballasting)	TN \$ 74.00	\$ 20,720.00
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\$ Twenty thousand seven hundred twenty dollars

(Total Amount in Words)

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
7	2390 TN	STD (5-04)	HMA CL. 1/2" PG 58-22 (Overlay)	TN \$ 108.50	\$ 259,315.00
			\$ Two hundred fifty nine thousand three hundred fifteen dollars (Total Amount in Words)		
8	398 SY	SP (5-04)	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY \$ 42.00	\$ 16,716.00
			\$ Sixteen thousand seven hundred sixteen dollars (Total Amount in Words)		
9	2000 SY	SP (5-04)	Planing Bituminous Pavement	SY \$ 6.50	\$ 13,000.00
			\$ Thirteen Thousand Dollars (Total Amount in Words)		
10	398 SY	STD (5-04)	Pavement Repair Incl. Haul	SY \$ 29.50	\$ 11,741.00
			\$ Eleven Thousand Seven Hundred Forty-One Dollars (Total Amount in Words)		
11	400 LF	SP (5-04)	4" HMA Wedge Curb	LF \$ 2.00	\$ 800.00
			\$ Eight hundred dollars (Total Amount in Words)		
12	1 FA	SP (5-04)	Crack Sealing	FA \$ 6,000.00	\$ 6,000.00
			\$ Six Thousand Dollars (Total Amount in Words)		
13	3 EA	STD (7-05)	Adjust Catch Basin	EA \$ 1,000.00	\$ 3,000.00
			\$ Three Thousand Dollars (Total Amount in Words)		
14	8 EA	STD (7-05)	Adjust Manhole	EA \$ 1,000.00	\$ 8,000.00
			\$ Eight Thousand Dollars (Total Amount in Words)		
15	1 EA	SP (7-12)	Adjust Valve Box	EA \$ 500.00	\$ 500.00
			\$ Five Hundred Dollars (Total Amount in Words)		



Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
16	5 EA	STD (8-02)	Inlet Protection	EA \$110.00	\$ 550.00
<u>\$ Five Hundred Fifty Dollars</u> (Total Amount in Words)					
17	14700 LF	STD (8-22)	Paint Line	LF \$ 0.75	\$ 11,025.00
<u>\$ Eleven Thousand Twenty-Five Dollars</u> (Total Amount in Words)					
18	180 SF	STD (8-22)	Plastic Crosswalk Line (Type A Thermoplastic)	SF \$7.50	\$ 1,350.00
<u>\$ One Thousand Three Hundred Fifty Dollars</u> (Total Amount in Words)					
19	65 LF	STD (8-22)	Plastic Stop Line (Type A Thermoplastic)	LF \$11.50	\$ 747.50
<u>\$ Seven Hundred Forty Seven Dollars &amp; Fifty Cents</u> (Total Amount in Words)					
20	17 EA	STD (8-22)	Plastic Traffic Arrow (Type A Thermoplastic)	EA \$260.00	\$ 4,420.00
<u>\$ Four Thousand Four Hundred Twenty Dollars</u> (Total Amount in Words)					
<b>Schedule A- Total Base Bid/Old Clifton Overlay</b>					<u>\$ 439,634.50</u>

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
<b>Schedule B - Sidney Rd.</b>					
101	CALC	STD (1-04)	Minor Changes	CALC \$2,500.00	\$ 2,500.00
<u>\$ Two Thousand Five Hundred Dollars</u> (Total Amount in Words)					
102	Lump Sum	STD (1-09)	Mobilization	LS \$ 7,500.00	\$ 7,500.00
<u>\$ Seven thousand five hundred dollars</u> (Total Amount in Words)					
103	Lump Sum	STD (1-10)	Project Temporary Traffic Control	LS \$ 17,600.00	\$ 17,600.00
<u>\$ Seventeen thousand six hundred dollars</u> (Total Amount in Words)					
104	852 SY	STD (5-04)	Pavement Repair Excavation Incl. Haul	SY \$ 32.50	\$ 27,690.00
<u>\$ Twenty Seven Thousand Six Hundred Ninety Dollars</u> (Total Amount in Words)					

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2023 City Wide Asphalt Repair

PROJECT # PW2023-003

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
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105 90 TN SP (5-04) Crushed Surfacing Base Course for Pavement Repair TN \$ 90.00 \$ 8,100.00

\$ Eight thousand one hundred dollars  
(Total Amount in Words)

106 852 SY SP (5-04) HMA CL. 1/2" PG 58-22 (Roadway Reconstruction) SY \$ 42.00 \$ 35,784.00

\$ Thirty five thousand seven hundred eighty four dollars  
(Total Amount in Words)

107 10510 LF STD (5-04) Crack Sealing LF \$ 3.00 \$ 31,530.00

\$ thirty one thousand five hundred thirty dollars  
(Total Amount in Words)

108 3 EA SP (7-12) Adjust Valve Box EA \$500.00 \$ 1,500.00

\$ One Thousand Five Hundred Dollars  
(Total Amount in Words)

109 1290 LF STD (8-22) Paint Line LF \$0.75 \$ 967.50

\$ Nine Hundred Sixty-Seven Dollars & Fifty Cents  
(Total Amount in Words)

110 200 SF STD (8-22) Plastic Crosswalk Line (Type A Thermoplastic) SF \$7.50 \$ 1,500.00

\$ One Thousand Five Hundred Dollars  
(Total Amount in Words)

111 40 LF STD (8-22) Plastic Stop Line (Type A Thermoplastic) LF \$11.50 \$ 460.00

\$ Four Hundred Sixty Dollars  
(Total Amount in Words)

112 2 EA STD (8-22) Plastic Traffic Arrow (Type A Thermoplastic) EA \$260.00 \$ 520.00

\$ Five Hundred Twenty Dollars  
(Total Amount in Words)

#### Total Schedule B- Sidney Rd.

\$ 135,651.50

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
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#### Schedule C - Bethel Rd.

201 CALC STD (1-04) Minor Changes CALC \$2,500.00 \$ 2,500.00

\$ Two Thousand Five Hundred Dollars  
(Total Amount in Words)

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
202	Lump Sum	STD (1-09)	Mobilization	LS \$ <u>16,000.00</u>	\$ <u>16,000.00</u>
			\$ <u>Sixteen thousand dollars</u> (Total Amount in Words)		
203	Lump Sum	STD (1-10)	Project Temporary Traffic Control	LS \$ <u>29,700.00</u>	\$ <u>29,700.00</u>
			\$ <u>Twenty nine thousand seven hundred dollars</u> (Total Amount in Words)		
204	40 SY	STD (2-02)	Removing Cement Concrete Sidewalk	SY \$ <u>300.00</u>	\$ <u>12,000.00</u>
			\$ <u>Twelve thousand dollars</u> (Total Amount in Words)		
205	1550 SY	STD (5-04)	Pavement Repair Excavation Incl. Haul	SY \$ <u>29.50</u>	\$ <u>45,725.00</u>
			\$ <u>Forty Five Thousand Seven Hundred Twenty-Five Dollars</u> (Total Amount in Words)		
206	160 TN	SP (5-04)	Crushed Surfacing Base Course for Pavement Repair	TN \$ <u>90.00</u>	\$ <u>14,400.00</u>
			\$ <u>Fourteen thousand four hundred dollars</u> (Total Amount in Words)		
207	1550 SY	SP (5-04)	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY \$ <u>42.00</u>	\$ <u>65,100.00</u>
			\$ <u>Sixty five thousand one hundred dollars</u> (Total Amount in Words)		
208	750 LF	STD (5-04)	Crack Sealing	LF \$ <u>3.00</u>	\$ <u>2,250.00</u>
			\$ <u>Two thousand two hundred fifty dollars</u> (Total Amount in Words)		
209	3 EA	STD (7-05)	Adjust Manhole	EA \$ <u>1,000.00</u>	\$ <u>3,000.00</u>
			\$ <u>Three Thousand Dollars</u> (Total Amount in Words)		
210	60 LF	STD (8-04)	Cement Concrete Pedestrian Curb	LF \$ <u>50.00</u>	\$ <u>3,000.00</u>
			\$ <u>Three thousand dollars</u> (Total Amount in Words)		
211	60 LF	STD (8-04)	Cement Concrete Traffic Curb and Gutter	LF \$ <u>50.00</u>	\$ <u>3,000.00</u>
			\$ <u>Three thousand dollars</u> (Total Amount in Words)		
212	2 EA	STD (8-14)	Cement Concrete Curb Ramp Type Parallel A	EA \$ <u>3,500.00</u>	\$ <u>7,000.00</u>
			\$ <u>Seven thousand dollars</u> (Total Amount in Words)		

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
213	35 SY	STD (8-14)	Cement Concrete Sidewalk	SY \$ <u>75.00</u>	\$ <u>2,625.00</u> <u>\$ Two thousand six hundred twenty five dollars</u> (Total Amount in Words)
214	630 LF	STD (8-22)	Paint Line	LF \$ <u>0.75</u>	\$ <u>472.50</u> <u>\$ Four Hundred Seventy-Two Dollars &amp; Fifty Cents</u> (Total Amount in Words)
215	280 SF	STD (8-22)	Plastic Crosswalk Line (Type A Thermoplastic)	SF <u>7.50</u>	\$ <u>2,100.00</u> <u>\$ Two Thousand One Hundred Dollars</u> (Total Amount in Words)
216	40 LF	STD (8-22)	Plastic Stop Line (Type A Thermoplastic)	LF \$ <u>11.50</u>	\$ <u>460.00</u> <u>\$ Four Hundred Sixty Dollars</u> (Total Amount in Words)
217	4 EA	STD (8-22)	Plastic Traffic Arrow (Type A Thermoplastic)	EA \$ <u>260.00</u>	\$ <u>1,040.00</u> <u>\$ One Thousand Forty Dollars</u> (Total Amount in Words)

**Total Schedule C- Bethel Rd.**

\$ 210,372.50

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
<b>Schedule D - Shop Facility</b>					
301	CALC	STD (1-04)	Minor Changes	CALC \$ <u>2,500.00</u>	\$ <u>2,500.00</u> <u>\$ Two Thousand Five Hundred Dollars</u> (Total Amount in Words)
302	Lump Sum	STD (1-09)	Mobilization	LS \$ <u>4,000.00</u>	\$ <u>4,000.00</u> <u>\$ Four thousand dollars</u> (Total Amount in Words)
303	240 TN	STD (5-04)	HMA CL. 1/2" PG 58-22 (Paved Lot) 4" Depth	TN \$ <u>140.00</u>	\$ <u>33,600.00</u> <u>\$ Thirtythree thousand six hundred dollars</u> (Total Amount in Words)

**Sub Total Schedule D- Shop Facility**

\$ 40,100.00

Tax 9.3%

\$ 3,729.30

**Total Schedule D- Shop Facility**

\$ 43,829.30

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
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#### Schedule E - Decant Facility

401	CALC	STD (1-04)	Minor Changes	CALC \$2,500.00	\$ 2,500.00
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\$ Two Thousand Five Hundred Dollars

(Total Amount in Words)

402	Lump Sum	STD (1-09)	Mobilization	LS \$ 2,500.00	\$ 2,500.00
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\$ Two thousand five hundred dollars

(Total Amount in Words)

403	40 TN	STD (5-04)	HMA CL. 1/2" PG 58-22 (Paved Lot) 4" Depth	TN \$ 140.00	\$ 5,600.00
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\$ Five thousand six hundred dollars

(Total Amount in Words)

#### Sub Total Schedule E- Decant Facility

\$ 10,600.00

Tax 9.3%

\$ 985.80

#### Total Schedule E- Decant Facility

\$ 11,585.80

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
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#### Schedule F - Carl Pickle Dr.

501	CALC	STD (1-04)	Minor Changes	CALC \$2,500.00	\$ 2,500.00
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\$ Two Thousand Five Hundred Dollars

(Total Amount in Words)

502	Lump Sum	STD (1-09)	Mobilization	LS \$ 2,650.00	\$ 2,650.00
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\$ Two thousand six hundred fifty dollars

(Total Amount in Words)

503	Lump Sum	STD (1-10)	Project Temporary Traffic Control	LS \$ 7,500.00	\$ 7,500.00
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\$ Seven thousand Five hundred dollars

(Total Amount in Words)

504	88 SY	STD (5-04)	Pavement Repair Incl. Haul	SY \$100.00	\$ 8,800.00
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\$ Eight Thousand Eight Hundred Dollars

(Total Amount in Words)

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
505	10 TN	SP (5-04)	Crushed Surfacing Base Course for Pavement Repair	TN \$ <u>90.00</u>	\$ <u>900.00</u>
			\$ <u>Nine hundred dollars</u> (Total Amount in Words)		
506	88 SY	SP (5-04)	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY \$ <u>42.00</u>	\$ <u>3,696.00</u>
			\$ <u>Three thousand six hundred ninety six dollars</u> (Total Amount in Words)		
507	130 LF	STD (5-04)	Crack Sealing	LF \$ <u>3.00</u>	\$ <u>390.00</u>
			\$ <u>Three hundred ninety dollars</u> (Total Amount in Words)		
508	160 LF	STD (8-22)	Paint Line	LF \$ <u>0.75</u>	\$ <u>120.00</u>
			\$ <u>One Hundred Twenty Dollars</u> (Total Amount in Words)		

**Total Schedule F - Carl Pickle Dr.**

**\$ 26,556.00**

<b>Schedule A - Base Bid/ Old Clifton Overlay Total</b>	<b>\$ <u>439,634.50</u></b>
<b>Schedule B - Sidney Rd. Total</b>	<b>\$ <u>135,651.50</u></b>
<b>Schedule C - Bethel Rd. Total</b>	<b>\$ <u>210,372.50</u></b>
<b>Schedule D - Shop Facility Total (Tax Included)</b>	<b>\$ <u>43,829.30</u></b>
<b>Schedule E - Decant Facility Total (Tax Included)</b>	<b>\$ <u>11,585.80</u></b>
<b>Schedule F - Carl Pickle Dr. Total</b>	<b>\$ <u>26,556.00</u></b>
<b>Schedule A Through F- Total</b>	<b>\$ <u>867,629.60</u></b>

**SALES TAX- Rule 171 (Schedules A, B, C, F)**

In accordance with Section 1-07.2(1) State Sales Tax (DOR rule 171): Work performed on City, County, or Federally-owned land, **the Contractor shall include Washington State retail sales taxes in the various unit bid prices** or other amounts. These retail sales taxes shall include those the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work.

**SALES TAX-Rule 170 (Schedules D and E)**

Retailing/Retail Sales Tax rule WAC 458-20-170: Washington state retail sales tax added as percent (%) in addition to contract bid price; sales tax shown as separate line item.

The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than fourteen (14) calendar days after Notice to Proceed and to complete the project within the time stipulated in the Contract. By signing below, Bidder acknowledges receipt of the following Addenda to the Bid Documents:

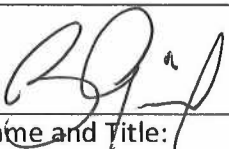
**CITY OF PORT ORCHARD  
2023 CITY WIDE ASPHALT REPAIR  
PROJECT NO. PW2023-003**

<u>1</u>	<u>4/3/2023</u>		
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
<u>2</u>	<u>4/14/2023</u>		
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt

**NOTE:** *Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.*

By signing below, Bidder certifies that s/he has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the Bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

<b><u>OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:</u></b>	
<p>"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct."</p>	
<p>Signature: </p>	<p>Date: 4/19/2023</p>
<p>Printed Name and Title: Bradley Griffith Vice President / General Manager</p>	<p>Location or Place Executed (City, State): Puyallup, WA</p>
<p>Business Address: 400 Valley Ave NE Puyallup, WA 98372</p>	<p>Business Telephone: 253-383-3585</p>

**NOTES:** If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).

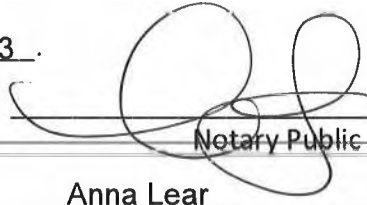


STATE OF WA )  
 )ss.

COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that Bradley Griffith signed this proposal, on oath stated that he/she was authorized to execute the proposal and acknowledged it as the Vice President / General Manager (title) of Miles Resources, LLC (name of party on behalf of whom proposal was executed) and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this proposal.

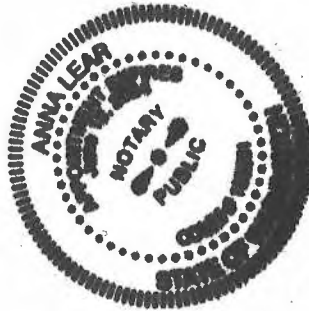
Dated this 19th day of April, 2023.

  
\_\_\_\_\_  
Notary Public

Anna Lear

Printed Name

My Commission Expires: 6/12/2024





# Washington State Transportation Improvement Board

## TIB Members

Chair

Mayor Glenn Johnson  
City of Pullman

Vice Chair

Councilmember Sam Low  
Snohomish County

Amy Asher

Mason Transit Authority

Aaron Butters, PE  
HW Lochner Inc.

Susan Carter  
Hopelink

Kent Cash, PE  
Port of Vancouver

Barbara Chamberlain  
WSDOT

Elizabeth Chamberlain  
City of Walla Walla

Dongho Chang, PE  
WSDOT

Scott Chesney  
Spokane County

Vicky Clarke

Cascade Bicycle Club and Washington  
Bikes

Mike Dahlem, PE  
City of Sumner

Commissioner Al French  
Spokane County

Councilmember Hilda Guzmán  
City of Granger

Commissioner Scott Hutsell  
Lincoln County

Les Reardanz

Whatcom Transportation Authority

Peter Rogalsky, PE  
City of Richland

Mayor Kim Roscoe  
City of Fife

Maria Thomas  
Office of Financial Management

Jennifer Walker  
Thurston County

Jane Wall

County Road Administration Board

May 1, 2023

Mr. Chris Hammer, P.E.  
City Engineer  
City of Port Orchard  
216 Prospect Street  
Port Orchard, WA 98366-5304

Dear Mr. Hammer:

Based on your Updated Cost Estimate for the 2022 Overlay Award project, TIB # 3-W-153(001)-1, your authorized TIB funds are \$325,976, which reflects a decrease of \$41,648.

You may now award the construction contract.

We would be happy to assist you with any questions. You can contact Chris Langhoff, TIB Project Engineer, at (360) 586-1157 or via e-mail at [ChrisL@TIB.wa.gov](mailto:ChrisL@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901



## City of Port Orchard

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

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### Agenda Staff Report

Agenda Item No.: Business Item 8D  
Subject: Adoption of an Ordinance Amending  
POMC Chapter 2.60 Related to  
Council Compensation

Meeting Date: May 9, 2023  
Prepared by: Debbie Lund  
HR Director  
Atty Routing No.: 366922-0008  
Atty Review Date: May 1, 2023

**Summary:** At the request of the Council, the Finance Committee discussed the compensation they receive at their January 20, 2023, meeting. The full Council then discussed the matter at their work study session on March 21, 2023. Staff was asked to bring forward an Ordinance to revise the compensation for council members from the current \$12,000 per year to \$13,000 per year, effective at the beginning of the next term in office for each council position (2024 or 2026, depending on the position). This modification represents the first council pay increase since 2014.

The Ordinance and the associated pay change will allow for a total amount of compensation that can be paid in 26 increments, which allows for councilmember pay cycles to match to the pay cycle of all other City employees, i.e. bi-weekly. This aids staff in eliminating the current extra work performed to pay councilmembers on a pay cycle that differs from all other City employees. Because councilmembers cannot increase the compensation for their current terms in office, the pay increase and associated pay cycle will take effect January 1, 2024 for Council positions 1, 4, 5 and At Large. Council positions 2, 3, and 6 will convert to the new pay cycle and amount effective January 1, 2026.

In addition, the Council requested that an annual cost of living amount, tied to the Seattle-Tacoma-Bellevue CPI-U, June to June index, be tracked so that at the beginning of each new term for a particular position, Councilmember pay will be increased in a manner to keep up with inflation, provided that no modification is less than 0% and no greater than 4%. The At Large council position is elected every two years and will see a pay change at the beginning of each term. All other positions will see a pay change every 4 years, with positions 1, 4 and 5 being on one cycle and positions 2, 3, and 6 being on another cycle.

As an example, if adopted, the following cyclical increases would occur at the start of each new term:

As of January 1, 2024:

- Council positions 1, 4, 5 and at-large begin receiving \$13,000 per year, paid bi-weekly, or \$500 per check.
- Council positions 2, 3, and 6, remain at the current \$12,000 per year, paid semi-monthly.

As of January 1, 2025:

Council pay remains as it was in 2024, staff tracks the June to June CPI-U.

As of January 1, 2026:

- Council positions 2, 3, 6 will be converted to bi-weekly pay days. Positions 2, 3, 6 and at-large will be paid the \$13,000 per year, plus the CPI from June 2024 (we will refer to this as “A%”) plus CPI from June 2025 (refer to this as “B%”), provided that “A” and “B” are not less than 0% and not more than 4%.
  - Therefore, positions 2, 3, 6 and at-large will be paid \$500 **plus** “A%” **plus** “B%” per payday.
- Council positions 1, 4, and 5 continue to receive \$500 on each bi-weekly pay day.

As of January 1, 2027:

Council pay remains as it was in 2026. Staff tracks staff tracks the June to June CPI.

As of January 1, 2028:

- Council positions 1, 4, 5 and at-large will be paid their \$500 bi-weekly amount established in 2024 **plus** the CPI from June 2024 (“A%”) **plus** CPI from June 2025 (“B%”) **plus** CPI from June 2026 (“C%”) **plus** CPI from June 2027 (“D%”), provided that each CPI included is not less than 0% and are capped at 4%.
- Council position “at-large” will be paid their bi-weekly amount from established in 2026, which has already taken into consideration “A%” and “B%” **plus** the new “C%” and “D%”
- Council positions 2, 3, 6 continue to receive pay in accordance with the January 1, 2026 calculations (\$500 plus “A%” + “B%”)

This process continues. Of note: this method means that the salaries of all seven council members will never be the same. Each time the position is re-elected, the new term plays catchup and leapfrogs the other council positions not in the same election cycle. Since the at-large position is elected every two years, that position will always be in the highest paid group of councilmembers.

**Recommendation:** Staff recommends the Council approve the Ordinance as presented.

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

**Motion for consideration:** I move to adopt an Ordinance, as presented, which amends Chapter 2.60 of the Port Orchard Municipal Code related to Council Compensation.

**Fiscal Impact:** \$4,000 increase to the 2024 budgeted cost for councilmember salaries.

**Alternatives:** Not approve as presented and provide alternative guidance.

**Attachments:** Ordinance and red lined version of Chapter 2.60 POMC (for information only)  
Memorandum from City Attorney regarding proposed methodology (sent separately under attorney client privilege).

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

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON,  
AMENDING CHAPTER 2.60 POMC, PERTAINING TO COMPENSATION FOR  
CITY COUNCIL MEMBERS PROVIDING FOR SEVERABILITY AND  
PUBLICATION; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, at the March 21, 2023, City Council work study session, the City Council reviewed and considered the compensation of council members; and

**WHEREAS**, the compensation of Port Orchard City Council members has not changed since 2014; and

**WHEREAS**, the City Council finds that the compensation of City Council positions should be kept commensurate with the demands of the position in order to promote qualified candidates to run for office; and

**WHEREAS**, the City Council finds that it is in the best interests of the City to convert the pay schedule for Councilmembers to the same bi-weekly pay schedule as all other City employees to reduce staff time required due to current, differing pay schedules; and

**WHEREAS**, the Washington State Constitution, Article XI, Sec. 8, provides that any change to the Council salary can only take effect at the start of the next term of office for that Council position; and

**WHEREAS**, the City Council finds adoption of these amendments to be in the best interest of the City and residents; now, therefore,

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

**SECTION 1.** Amendment. The title of Section 2.60.010 of the Port Orchard Municipal Code is hereby amended to be "Compensation."

**SECTION 2.** Amendment. Port Orchard Municipal Code Section 2.60.010 is hereby amended to read as follows:

**2.60.010 Compensation.** City council members shall receive \$500 for each two week pay period, provided there shall be 26 pay periods per year. City council members will be paid in accordance with the regular payroll schedule for other City employees.

**SECTION 3.** Port Orchard Municipal Code section 2.60.020 is hereby amended to read as follows:

**2.60.020 Cost of living adjustment.** During each year of a City council member's term, the Seattle-Tacoma-Bellevue CPI-U June to June index will be tracked. The cumulative total of the CPI effect on the council member's salary will be applied at the beginning of next term of office for the position, provided that each annual CPI included in the cumulative total shall not be less than 0% or more than 4%.

**SECTION 4.** The salary modifications set out herein shall commence on January 1, 2024 as to council positions 1, 4, 5 and At Large, and on January 1, 2026 as to council positions 2, 3 and 6.

**SECTION 5.** 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 6.** Publication. This Ordinance shall be published by an approved summary consisting of the title.

**SECTION 7.** Effective Date. This Ordinance shall take effect and be in full force and effect on January 1, 2024, as provided by law, provided further that the salary adjustments set out herein shall be effective as stated herein.

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 9<sup>th</sup> day of May 2023.

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

ATTEST:

\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

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

\_\_\_\_\_  
John Clauson, Councilmember

PUBLISHED:

EFFECTIVE DATE:

Chapter 2.60  
COMPENSATION FOR CITY COUNCIL MEMBERS

Sections:

<u>2.60.010</u>	<u><del>Per-meeting rate</del> Compensation</u>
<u>2.60.020</u>	<u><del>Repealed.</del> Cost of living adjustment</u>
<u>2.60.030</u>	<u>Nonattendance.</u>
<u>2.60.040</u>	<u>Other compensation.</u>

**2.60.010      ~~Per-meeting rate~~ Compensation.**

City council members shall receive ~~compensation in the amount of \$1,000 per month~~ \$500 for each ~~two week pay period~~, provided there shall be 26 pay periods per year. City councilmembers will ~~be paid in accordance with the regular payroll schedule for other City employees.~~ (Ord. 040-17 § 1; Ord. 020-13 § 1; Ord. 020-05 § 1; Ord. 1593 § 1, 1993; Ord. 1533 § 1, 1991).

**2.60.020      Cost of living adjustment.**

~~Repealed by Ord. 020-05.~~ During each year of a City council member's term, the Seattle-Tacoma-CPI-U June to June index will be tracked. The cumulative total of the CPI effect on the council member's salary will be applied at the beginning of next term of office for the position, provided that each annual CPI included in the cumulative total shall not be less than 0.0% or more than 4.0%. (Ord. 1593 § 1, 1993; Ord. 1533 § 1, 1991).

**2.60.030      Nonattendance.**

- (1) No single council member may be excused for more than four meetings per calendar year (not to include illness and job conflict nonattendance). Acceptable excuses shall be:
  - (a) Vacation;
  - (b) Bereavement;
  - (c) Unusual or unforeseen circumstances such as serious illness in the family, accident, or transportation carrier delay.
- (2) In the event a council member misses four or more consecutive meetings, the council shall appoint a committee of three council members to meet with the subject council member to discuss that member's ability to perform the duties of that office and then return a recommendation to the whole council as to the continued retention of that member in the council. (Ord. 040-17 § 2; Ord. 035-08 § 1; Ord. 1593 § 1, 1993; Ord. 1533 § 1, 1991).

**2.60.040      Other compensation.**

- (1) Reimbursement for meals shall be allowed if the mutually agreed time of meeting is during a meal time.



- (2) Reimbursement for mileage shall be made if the meeting is outside the city limits. This would apply to attendance at an approved convention or investigative trip. (Ord. 1873 § 1, 2002; Ord. 1593 § 1, 1993; Ord. 1533 § 1, 1991).



## City of Port Orchard

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

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### Agenda Staff Report

Agenda Item No.: Business Item 8E  
Subject: Adoption of an Ordinance Amending POMC  
20.26.020 and 20.132.060 to Include  
Signage as an Eligible Development  
Standard Addressed through a  
Development Agreement

Meeting Date: May 9, 2023  
Prepared by: Nicholas Bond, AICP  
DCD Director  
Atty Routing No.: N/A  
Atty Review Date: N/A

**Summary:** Port Orchard Municipal Code (POMC) Chapter 20.26 POMC contains standards and procedures governing the City's use of development agreements, which can be entered into between the City and applicants to provide flexibility in the application of development standards. In October 2020, the City Council amended POMC Chapter 20.26, clarifying the standards that may be addressed in a development agreement, providing more specificity on the application and processing requirements and the decision type, and to strengthen requirements for additional public benefit for development agreements.

Currently, POMC 20.26.020 omits the City sign code from those development standards which may be modified through a development agreement. The proposed ordinance would amend POMC 20.26.020 and 20.132.060 to allow the approval of a Master Sign Plan utilizing alternative development standards by a development agreement. Development Agreements can be advantageous to the City and to applicants in allowing flexibility in applying development standards that often lead to better project design and infrastructure improvements which benefit the public.

Staff discussed the revisions to POMC 20.26.020 and 20.132.060 with the Land Use Committee on January 25, 2023 where the Committee directed staff to continue with the current proposal as drafted and subsequently introduced the item to the Planning Commission at the February 7 Planning Commission meeting. Staff notified the Department of Commerce of the proposed changes after the issuance of a SEPA Determination of Nonsignificance on February 8, 2023.

The Planning Commission, after hearing testimony in support of the proposed ordinance at a properly noticed public hearing on March 7, 2023, recommended approval of the ordinance to the City Council.

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

**Recommendation:** Staff recommends approval of the proposed amendments to POMC 20.26.020 and 20.132.060 as presented.

**Motion for consideration:** "I move to adopt an ordinance amending Port Orchard Municipal Code 20.26.020 and 20.132.060, as presented."

**Fiscal Impact:** None foreseen.

**Alternatives:** Do not approve the proposed amendment or provide staff direction to develop alternatives.

**Attachments:** Ordinance

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO THE CITY'S DEVELOPMENT CODE WITH REGARD TO DEVELOPMENT AGREEMENTS AND THE CITY SIGN CODE; AMENDING SECTION 20.26.020 OF THE PORT ORCHARD MUNICIPAL CODE TO ADD THE SIGN CODE CHAPTER 20.132 POMC TO THE LIST OF CODE PROVISIONS WHICH MAY BE MODIFIED BY A DEVELOPMENT AGREEMENT; AMENDING SECTION 20.132.060 OF THE PORT ORCHARD MUNICIPAL CODE TO PROVIDE THAT MASTER SIGN PLANS MAY BE APPROVED BY USE OF A DEVELOPMENT AGREEMENT; PROVIDING FOR CORRECTIONS AND SEVERABILITY; 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**, such agreements are advantageous to both municipalities and applicants by facilitating certainty and stability in the land use permitting process, while also providing flexibility in the innovative application of local development standards, often leading to enhanced project design and infrastructure improvements for the public; and

**WHEREAS**, the City Council adopted standards and procedures governing the City's use of development agreements, codified at Chapter 20.26 of the Port Orchard Municipal Code (POMC) which was last updated by Ordinance No. 030-20; and

**WHEREAS**, when a project includes signage the City's sign code (Chapter 20.132 POMC) applies; and

**WHEREAS**, the Development Agreement section 20.26.020 that sets forth the code chapters that are subject to Development Agreements does not currently include the City sign code; and

**WHEREAS**, for mixed use developments, a master sign plan is required in accordance with POMC 20.132.060; and

**WHEREAS**, allowing master sign plans to be approved by Development Agreement may result in a better result for both project proponents and for the public at large;

**WHEREAS**, the City Council desires to adopt the amendments to those regulations set forth in this ordinance to enhance the City's ability to utilize development agreements for the benefit of the City and public; and

**WHEREAS**, this Ordinance was submitted to the Department of Commerce for review on February 8, 2023, and review was granted on April 9, 2023; and

**WHEREAS**, on February 8, 2023, the City's SEPA official issued a determination of nonsignificance for the proposed revisions, and there have been no appeals; and

**WHEREAS**, the Planning Commission conducted a public hearing on the substance of this Ordinance on March 7, 2023, and recommended adoption by the City Council; and

**WHEREAS**, the City Council, after careful consideration of the recommendation from the Planning Commission, all public comment, and the Ordinance, finds that this Ordinance is consistent with the City's Comprehensive Plan and development regulations, the Growth Management Act, Chapter 36.70A RCW, and that the amendments herein are in the best interests of the residents of the City and further advance the public health, safety and welfare; now, therefore,

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

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

**SECTION 2.** Section 20.26.020 of the Port Orchard Municipal Code is hereby amended to read as follows:

**20.26.020 Form of agreement, effect and general provisions.**

(1) Form. A development agreement shall set forth the development standards and other provisions that apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement.

(a) For the purposes of this chapter, "development standards" may include, but are not limited to:

(i) Project elements such as residential densities, nonresidential densities and intensities or building sizes;

(ii) The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement

provisions, other financial contributions by the property owner, inspection fees, or dedications;

(iii) Mitigation measures, development conditions, and other requirements under Chapter 43.21C RCW;

(iv) Design standards such as maximum heights, setbacks, landscaping, and other development features;

(v) Affordable housing;

(vi) Parks and open space preservation;

(vii) Phasing;

(viii) Review procedures and standards for implementing decisions;

(ix) A build-out or vesting period for applicable standards; and

(x) Any other development requirement or procedure deemed appropriate by the city council.

(b) In order to encourage innovative land use management and provide flexibility to achieve public benefits, a development agreement adopted pursuant to this chapter may impose development standards that differ from the following development regulations of this code; provided, that any development standards imposed by the development agreement shall be consistent with the comprehensive plan:

(i) Chapter 20.08 POMC, Vesting;

(ii) Chapter 20.12 POMC, Definitions;

(iii) Chapter 20.30 POMC, Introduction to Zoning, Land Uses, and Building Types;

(iv) Chapter 20.32 POMC, Building Types;

(v) Chapter 20.33 POMC, Greenbelt District;

(vi) Chapter 20.34 POMC, Residential Districts;

(vii) Chapter 20.35 POMC, Commercial and Mixed Use Districts;

(viii) Chapter 20.36 POMC, Industrial Districts;

(ix) Chapter 20.37 POMC, Civic and Open Space Districts;

(x) Chapter 20.38 POMC, Overlay Districts;

(xi) Chapter 20.39 POMC, Use Provisions;

(xii) Chapter 20.40 POMC, Site and Lot Dimensions;

(xiii) Chapter 20.41 POMC, Transfer of Development Rights Program;

(xiv) Chapter 20.54 POMC, Nonconformities;

(xv) Chapter 20.68 POMC, Accessory Dwelling Units;

(xvi) Chapter 20.80 POMC, Subdivisions – General Provisions;

(xvii) Chapter 20. 82 POMC, Administration and Enforcement;

(xviii) Chapter 20.84 POMC, Boundary Line Adjustments;

(xix) Chapter 20.86 POMC, Short Subdivisions;

(xx) Chapter 20.88 POMC, Subdivisions – Preliminary Plats;

(xxi) Chapter 20.90 POMC, Subdivisions – Final Plats;

- (xxii) Chapter 20.94 POMC, Binding Site Plans;
- (xxiii) Chapter 20.96 POMC, Vacation and Alteration of Final Plans and Short Plats;
- (xxiv) Chapter 20.98 POMC, Improvements;
- (xxv) Chapter 20.100 POMC, Development Standards – Subdivision Design;
- (xxvi) Chapter 20.120 POMC, Development Standards – General Provisions;
- (xxvii) Chapter 20.122 POMC, Building Elements;
- (xxviii) Chapter 20.124 POMC, Development Standards – Parking and Circulation;
- (xxix) Chapter 20.127 POMC, Design Standards;
- (xxx) Chapter 20.128 POMC, Landscaping;
- (xxxi) Chapter 20.129 POMC, Significant Trees;
- (xxxii) Chapter 20.132 POMC, Sign Code;
- (xxxiii) Chapter 20.139 POMC, Residential Design Standards;
- (xxxiiii) Chapter 20.162 POMC, Critical Areas Regulations;
- (xxxiv) Chapter 20.164 POMC, Shoreline Master Program;
- (xxxv) Chapter 20.182 POMC, Impact Fees.

(c) A development agreement shall not modify any provision of this code that is not identified in subsection (1)(b) of this section.

(d) A development agreement may modify the provisions of this code only if the city council determines that the requested modifications are necessary to provide flexibility to achieve public benefits and provide superior outcomes than those that would result from strict compliance with the other applicable development standards.

(e) Any approved development standards that differ from those other applicable development standards shall not require any further zoning reclassification, variance from city standards or other city approval apart from development agreement approval.

(f) Subsequently adopted standards which differ from those in the development agreement shall apply to the subject site where necessary to address a serious threat to public health and safety or where the development agreement specifies a time period or phase after which certain identified standards may be modified. Building permit applications shall be subject to the building and construction codes in effect when the building permit application is deemed complete.

(2) Decision Type. Development agreements are a Type V action and shall be reviewed and approved pursuant to the procedures in Chapter 20.22 POMC and this chapter, except that if the development agreement is consolidated with a new or pending Type I, II, III or IV project permit application as defined in RCW



36.70B.020, the city council's decision to approve, deny, or modify the development agreement may be appealed pursuant to Chapter 36.70C RCW.

(3) Effect. Development agreements are not project permit applications and are not subject to the permit processing procedures in Chapter 36.70B RCW or Chapter 20.24 POMC. A development agreement shall constitute a binding contract between the city and the property owner and the subsequent owners of any later-acquired interests in the property identified in the development agreement. A development agreement governs the project identified in the development agreement during the term of the development agreement, or for all or that part of the build-out period specified in the development agreement, and may not be subject to an amendment to a zoning ordinance or development standard adopted after the effective date of the agreement, except as set forth in this chapter. A permit or approval issued/granted by the city after execution of a valid development agreement must be consistent with the development agreement.

(4) Limitations.

(a) A development agreement shall be limited to a 20-year term if any provision of the agreement requires the city to:

(i) Refrain from exercising any authority that it would have otherwise been able to exercise in the absence of the development agreement;

(ii) Defer application to the subject property of any newly adopted development regulations that would otherwise apply to the property identified in the agreement; or

(iii) Allow vesting beyond the applicable deadlines for a phased development.

(b) The development agreement shall also contain a proviso 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.

(c) The full costs of drafting and processing the development agreement shall be reimbursed by the owner or applicant prior to final city council action on the agreement to the extent such costs exceed the initial application fee.

(5) Developer's Compliance. The development agreement shall include a clause stating that the city's duties under the agreement are expressly conditioned upon the property owner's substantial compliance with each and every term, condition, provision and/or covenant in the development agreement, all applicable federal, state, and local laws and regulations and the property owner's obligations as identified in any approval or project permit for the property identified in the development agreement.

(6) No Third Party Rights. Except as otherwise provided in the development agreement, the development agreement shall create no rights enforceable by any party who/which is not a party to the development agreement.

(7) Liability. The development agreement shall include a clause providing that any breach of the development 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.

(8) Termination, Modification and Extension. Every development agreement shall have an identified, specific termination date. Upon termination, any further development of the property shall conform to the development regulations applicable to the property at the time of permit application. The city shall not modify any development agreement by extending the termination date unless the city council makes legislative findings that the additional benefits to the city provided by the developer in exchange for such extension of the development agreement outweigh the impacts from the development authorized by the extension. In no case shall an extension include the extension of provisions that are inconsistent with state or federal law at the time of such extension. Any request for a modification shall be consistent with the city's development regulations applicable to the property at the time of the request, not the original execution date of the development agreement. Any extensions granted shall be for no more than a length of 10 years. No more than two extensions of up to 10 years shall be granted. Extensions may not be granted unless an application for an extension is made no later than 180 days prior to the termination date in the development agreement or prior to the termination of any extension of a development agreement.

**SECTION 3.** Section 20.132.060 of the Port Orchard Municipal Code is hereby amended to read as follows:

**20.132.060 Master sign plans.**

(1) Approval Required. Before the city will issue any sign permit relating to space in a proposed new mixed use, nonresidential, multitenant building(s), or multitenant site development, the city must first approve a master sign plan for the building(s) and/or site development. In addition, a master sign plan may be voluntarily developed and maintained by the owner or agent of any new or existing nonresidential use. As an alternative to the procedures included in this section, an applicant may apply for approval under the development agreement procedures under chapter 20.26 POMC. If a development agreement is utilized, then the development agreement procedures shall replace the procedures in this section, provided, however, that the applicant will still provide the information

listed in subsection 3 below as part of the review under the development agreement procedures.

(2) Review Procedures. A master sign plan is a Type I permit per POMC 20.22.030. The community development director shall make the decision on the master sign plan without a hearing. Refer to Chapter 20.24 POMC for application, review and approval procedures.

(3) Application Requirements. A complete master sign plan application shall consist of the following:

(a) A complete master sign plan application, including the applicant's name, address, phone number and email address. If the applicant is not the property owner(s), then the property owner(s) must be identified and the application must include an affidavit from the property owner(s), verifying that the property owner(s) has given permission to the applicant for the submission of the master sign plan application. No sign may be placed upon real property without the consent of the real property owner(s);

(b) A site plan drawn to legible scale, indicating the location of all buildings, driveways and pavement areas, landscape areas, abutting streets and proposed freestanding signs on the site;

(c) Elevation drawings of each building on a site that indicates proposed sign locations on each of the buildings;

(d) Maximum allowable signage on each elevation based upon a five percent calculation of all facades;

(e) The master sign plan application shall identify the sign features and sign types proposed to be used on each building and the proposed location. In addition, a statement shall be included which describes the manner in which the building or site owner wishes to allocate allowable signage among tenants and where specific tenant signage shall be located;

(f) A narrative description of the development to demonstrate that the master sign plan meets the required design standards of this chapter; and

(g) Fees. Payment of the appropriate fee for a master sign plan.

(4) Criteria for Approval. All signs in the master sign plan must meet the criteria for approval in POMC 20.132.050, Sign permits. In addition, all of the signs in the master sign plan:

(a) Shall be architecturally similar and visually related to each other through the incorporation of common design elements. Up to two sign types may be used on any one building. All sign cabinets, trim caps and all sign supports such as poles and braces shall be of a common color;

(b) Shall be architecturally integrated with the buildings included in the master sign plan; and

(c) Must not obscure the view of other signs which are consistent with this chapter.

(5) Notice of Final Decision. See POMC 20.132.050, Sign permits.

(6) Expiration of Master Sign Plan. Once a master sign plan is approved, the signs depicted in the approved plan must be installed within 180 days or the master sign plan will expire. The director may grant a 180-day extension to the master sign plan if such a request is made in writing prior to the expiration of the master sign plan and provided that the sign plan remains consistent with the sign regulations. Building permits and street use permits for any signs shown in the master sign plan shall expire in accordance with other applicable code provisions. No sign may be erected under an expired master sign plan, even if the associated sign permit, building permit or street use permit has not expired.

(7) Amendment to Master Sign Plan. An application for an amendment to an approved master sign plan may be made at any time, subject to the same limitations, requirements and procedures as those that apply to an original application in this section. Tenants whose signs are included in the amendment application need the property owner's consent to file such application. In order to approve any such amendment, the director shall consider the existing signs on the building(s) subject to the approved plan when determining whether the application meets the criteria for approval in subsection (4) of this section.

**SECTION 4. Severability.** If any sentence, section, provision, or clause of this Ordinance or its application to any person, entity or circumstance is for any reason held invalid or unconstitutional, the remainder of the Ordinance, or the application of the provision to other persons, entities, or circumstances is not affected.

**SECTION 5. 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 6. Publication and 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 Clerk in authentication of such passage this 9<sup>th</sup> day of May 2023.

---

Robert Putaansuu, Mayor

ATTEST:

\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

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

\_\_\_\_\_  
Scott Diener, Councilmember

PUBLISHED:  
EFFECTIVE DATE:



## City of Port Orchard

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

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### Agenda Staff Report

Agenda Item No.: Business Item 8F  
Subject: Adoption of an Ordinance Amending POMC  
20.24.040 Addressing Counter  
Completeness and Electronic Permit  
Submittals

Meeting Date: May 9, 2023  
Prepared by: Nicholas Bond, AICP  
DCD Director  
Atty Routing No.: N/A  
Atty Review Date: N/A

**Summary:** Port Orchard Municipal Code (POMC) Chapter 20.24.040 contains requirements for determining development applications to be counter complete. The determination of a counter complete application is important to the City and to applicants in determining submittal date and calculating permitting timelines. Since the adoption of POMC 20.24.040 the City has seen an increase in electronic submittals and has deployed the Camino system for online submittals. While the interpretation of the existing code has allowed the City to maintain acceptable processing periods, clarifying electronic submittals and the payment of associated permitting fees through the code amendment provides more certainty to all users of this section of Code.

Staff introduced the proposed amendment to the Planning Commission at the April 4, 2023 Planning Commission meeting. Subsequently, the City of Port Orchard SEPA Responsible Official issued a Determination of Nonsignificance (DNS) on April 10, 2023. Staff notified the Department of Commerce of the proposed changes after the issuance of the DNS and requested 15-day expedited review on April 10, 2023. The Department of Community Development did not receive comments regarding the proposed code amendment or the DNS. Additionally, the SEPA DNS was not appealed by the May 8, 2023 appeal deadline.

The Planning Commission, after conducting a properly noticed public hearing on the proposed ordinance on March 2, 2023, recommended that the City Council approve the ordinance.

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

**Recommendation:** Staff recommends approval of the proposed amendments to Port Orchard Municipal Code 20.24.040 as presented.

**Motion for consideration:** “I move to adopt an ordinance amending Port Orchard Municipal Code 20.24.040, as presented.”

**Fiscal Impact:** None foreseen.

**Alternatives:** Do not approve the proposed amendment or provide staff direction to develop alternatives.

**Attachments:** Ordinance

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

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, ADOPTING REVISIONS TO PORT ORCHARD MUNICIPAL CODE (POMC) 20.24.040 TO PROVIDE CLARIFICATION ON ELECTRONIC SUBMITTALS, TIMING OF FEE PAYMENT AND THE TIMELINE TO DETERMINE AN APPLICATION COUNTER COMPLETE; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, on June 13, 2017, the Port Orchard City Council adopted ordinance 019-17 establishing a new unified development code (Title 20 POMC); and

**WHEREAS**, the City may adopt amendments to the City's development regulations pursuant to RCW 36.70A.106; and

**WHEREAS**, the City Council desires to amend POMC Chapter 20.24.040 (Counter-completeness) in order to provide clarification on electronic submittals, timing of fee payment and the timeline to determine an application counter complete.; and

**WHEREAS**, on April 10, 2023, the City submitted to the Department of Commerce a request for expedited review of the proposed revision POMC 20.24.040, pursuant to RCW 36.70A.106(3)(b); and

**WHEREAS**, on April 10, 2023, the City's SEPA official issued a determination of non-significance for the proposed adoption of revisions POMC 20.24.040, and there have been no appeals; and

**WHEREAS**, on May 2, 2023, the Planning Commission held a duly-noticed public hearing on the proposed adoption of revisions to POMC 20.24.040, and the Planning Commission recommended approval of the proposed ordinance to the City Council; and

**WHEREAS**, the City Council, after careful consideration of the recommendation from the Planning Commission, all public comment, and the Ordinance, finds that this Ordinance is consistent with the City's Comprehensive Plan and development regulations, the Growth Management Act, Chapter 36.70A RCW, and that the amendments herein are in the best interests of the residents of the City and further advance the public health, safety and welfare; now, therefore,

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

**SECTION 1.** The City Council adopts all of the "Whereas" sections of this ordinance as findings in support of this ordinance.



**SECTION 2.** The Port Orchard Municipal Code, Section 20.24.040 is hereby amended to read as follows:

**20.24.040 Counter-completeness.**

(1) Applications may ~~either be submitted to the city in any of the following manners: brought in person to the city, or applications may be mailed to the city, or submitted electronically using the city's online permits system.~~ All three of these systems are acceptable methods for counter-complete review. However, in no case will an application be deemed counter-complete until such time as the minimum required permit fee is remitted in full.

(2) An application is counter-complete if the director finds that the application purports and appears to include the information required by the master permit application and associated permit application(s) and all required fees have been paid; provided, no effort shall be made to evaluate the substantive adequacy of the information in the application(s) in the counter-complete review process. No effort shall be made to determine ownership of land as part of the counter-complete review process.

(3) The director shall make a counter-complete determination regarding an application brought in person to the city while the applicant is present. If the director decides that the application is counter complete, then the applicant shall pay the appropriate fees at the time of submittal. For applications mailed to the city or submitted electronically, the counter-complete determination shall be made within two business days from the date of receipt of all application components, including the receipt of any required fees. If the city does not provide a counter-complete determination for a mailed application, the application shall be deemed counter-complete as of the third business day from receipt provided that all fees are included with the mailed application. If the city does not provide a counter-complete determination for an electronically submitted application, the application shall be deemed complete within five business days of the online submittal only if the fees are received no later than four business days following the submittal. No application shall be automatically deemed counter-complete due to the passage of time unless the fees are timely received in accordance with this section.

~~(4) If the director decides the application is counter complete, then the application may be submitted and the appropriate fee shall be paid by the applicant.~~

~~(54)~~ If the director decides the application is not counter-complete, then the city

shall reject and return the application and identify in writing what is needed to make the application counter-complete.

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

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 9<sup>th</sup> day of May 2023.

---

Robert Putaansuu, Mayor

ATTEST:

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Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

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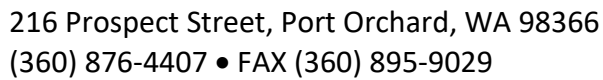
Charlotte A. Archer, City Attorney

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Scott Diener, Councilmember

PUBLISHED:

EFFECTIVE DATE:



Meeting Date:	May 9, 2023
Prepared by:	Nick Bond, AICP
	Development Director
Atty Routing No.:	N/A
Atty Review Date:	N/A

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owners and provided a recommendation of approval of the 2023 Comprehensive Plan Amendments as presented.

**Relationship to Comprehensive Plan:** Pursuant to RCW 36.70A.470 and 36.70A.106, the City may annually adopt amendments to the City's Comprehensive Plan.

**Recommendation:** City staff recommends that the City Council approve an Ordinance adopting the 2023 amendments to the City's Comprehensive Plan, as presented.

**Motion for consideration:** "I move to adopt an Ordinance adopting the 2023 amendments to the City's Comprehensive Plan, as presented."

**Fiscal Impact:** None foreseen.

**Alternatives:** Revise the proposed Comprehensive Plan amendments; do not adopt amendments to the Comprehensive Plan.

**Attachments:**

1. Ordinance
2. Existing Comprehensive Plan Map
3. Amended Comprehensive Plan Map
4. Existing Zoning Map
5. Amended Zoning Map
6. Public Comment

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

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO THE PORT ORCHARD COMPREHENSIVE PLAN ADOPTED UNDER THE STATE OF WASHINGTON'S GROWTH MANAGEMENT ACT, CHAPTER 36.70A RCW; ADOPTING AMENDMENTS TO THE PARKS ELEMENT OF THE COMPREHENSIVE PLAN; ADOPTING AN AMENDMENT TO THE LAND USE DESIGNATION MAP OF THE PORT ORCHARD COMPREHENSIVE PLAN AND TO THE LEGISLATIVE ZONING MAP AMENDMENT; PROVIDING FOR SEVERABILITY, CORRECTIONS, AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, with the passage of the Washington State Growth Management Act in 1990 (GMA), Chapter 36.70A RCW, local governments are required to adopt a comprehensive plan that outlines strategies to accommodate the needs of a growing population; and

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

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

**WHEREAS**, the City may annually adopt amendments to the City's Comprehensive Plan pursuant to RCW 36.70A.470 and 36.70A.106; and

**WHEREAS**, the City initiated an application for Comprehensive Plan amendments by the required deadline date of January 31, 2023; and

**WHEREAS**, the amendment submittal affects properties along SE Meline Road; and

**WHEREAS**, the properties along SE Meline Road are identified by Kitsap County Assessor Parcel Numbers 112301-3-010-2007, 112301-3-009-2000, 112301-3-003-2006, 112301-3-002-2007, 4800-000-023-0106, 112301-3-048-2003, 112301-3-005-2004, 112301-3-047-2004, 112301-3-008-2001, 112301-3-011-2006, and 112301-3-012-2005; and

**WHEREAS**, the amendment submittal proposes a revision and update to the Land Use Designation Map of the Comprehensive Plan; and

**WHEREAS**, the impacted properties are currently designated Commercial in the Port Orchard Comprehensive Plan Land Use Designation Map; and

**WHEREAS**, the properties are currently designated Commercial Mixed Use in the adopted Port Orchard Zoning Map; and

**WHEREAS**, the amendment submittal proposes a revision and update to the adopted City of Port Orchard Zoning Map; and

**WHEREAS**, the Comprehensive Plan amendment would redesignate the properties Low-Density Residential in the Port Orchard Comprehensive Plan Land Use Designation Map; and

**WHEREAS**, the Comprehensive Plan amendment would redesignate the properties Residential 1 in the adopted Port Orchard Comprehensive Zoning Map; and

**WHEREAS**, on January 25, 2023, the City Council Land Use Committee publicly reviewed the 2023 Comprehensive Plan amendments; and

**WHEREAS**, on February 14, 2023, the City Council approved the 2023 Comprehensive Plan amendment docket consistent with POMC 20.04.060; and

**WHEREAS**, on February 15, 2023, notice of the proposed amendments to the City's Comprehensive Plan was sent to the Washington State Department of Commerce at least sixty days before the amendments were adopted, in accordance with RCW 36.70A.106; and

**WHEREAS**, on February 15, 2023, a SEPA Determination of Non-Significance was issued, and provided to the public, agencies, and other interested parties in accordance with the requirements of POMC Chapter 20.04.080, and published in the newspaper of record and on the City website, and emailed to the Washington Department of Ecology; and

**WHEREAS**, on February 21, 2023, a Notice of Hearing was published in the City's newspaper of record advertising a public hearing to be held by the Planning Commission on the proposed 2023 Comprehensive Plan amendment, and the notice was provided to the public, agencies and other interested parties in accordance with the requirements of POMC Chapter 20.04.080; and

**WHEREAS**, on February 21, 2023, a Notice of Hearing was mailed to property owners within 300 feet of impacted properties regarding the proposed 2023 Comprehensive Plan amendment and Legislative Zoning Map amendment; and

**WHEREAS**, the Department of Community Development received eight letters regarding the proposal; and

**WHEREAS**, on March 7, 2023, the Planning Commission held a public hearing and took public testimony on the 2023 Comprehensive Plan amendments and Legislative Zoning Map amendment; and voted unanimously to recommended approval of the amendments to City Council; and

**WHEREAS**, on May 9, 2023, the City Council held a Regular Meeting, considered all public testimony received, considered the Planning Commission's recommendation and find it in the public interest to adopt the proposed amendments to the City's Comprehensive Plan; now, therefore

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

**SECTION 1.** The City Council hereby adopts the above recitals as findings in support of this Ordinance.

**SECTION 2.** The City Council finds that the amendments adopted by this Ordinance are consistent with the goals and policies of the City's adopted 2016 Comprehensive Plan and are consistent with the state Growth Management Act and other applicable law.

**SECTION 3.** The City Council finds that the amendments adopted by this Ordinance will not, individually or cumulatively, result in adverse effects to the public health, safety or welfare.

**SECTION 4.** The City Council finds that no adverse impacts to the environment are anticipated to result from the amendments adopted by this Ordinance.

**SECTION 5.** The City Council finds that the amendments adopted by this Ordinance are consistent with the land uses and growth projects which were the basis of the adopted Comprehensive Plan, are compatible with neighboring land uses and surrounding neighborhoods, and are not anticipated to cause adverse impacts to public services or facilities.

**SECTION 6.** **Adoption of Amendments to Comprehensive Plan.** In accordance with the above-described Findings and Conclusions, the City Council hereby amends the Port Orchard Comprehensive Plan by approving and adopting the 2023 amendments to the Port Orchard Comprehensive Plan. Such amendments are attached to this Ordinance as Exhibit 1 and incorporated herein by this reference as if set forth in full. The amendments include revisions to the update to the Land Use Designation Map of the Port Orchard Comprehensive Plan and the City of Port Orchard Zoning Map.

**SECTION 7.** **Severability.** If any sentence, section, provision, or clause of this Ordinance or its application to any person, entity or circumstance is for any reason held invalid or unconstitutional, the remainder of the Ordinance, or the application of the provision to other persons, entities, or circumstances is not affected.

**SECTION 8.** **Corrections.** Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this Ordinance, including but not limited to the correction of scrivener's/clerical errors, references, Ordinance numbering, section/subsection numbers, and any reference thereto.

**SECTION 9.** **Publication and 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 Clerk in authentication of such passage this 9<sup>th</sup> day of May 2023.

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

ATTEST:

\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Sponsored by:

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

\_\_\_\_\_  
Scott Diener, Councilmember

PUBLISHED:

EFFECTIVE DATE:

ATTACHMENTS:

Exhibit 1: 2022 Amendments to the Comprehensive Plan including:

1. Land Use Designation Map of the Comprehensive Plan
2. The City of Port Orchard Zoning Map





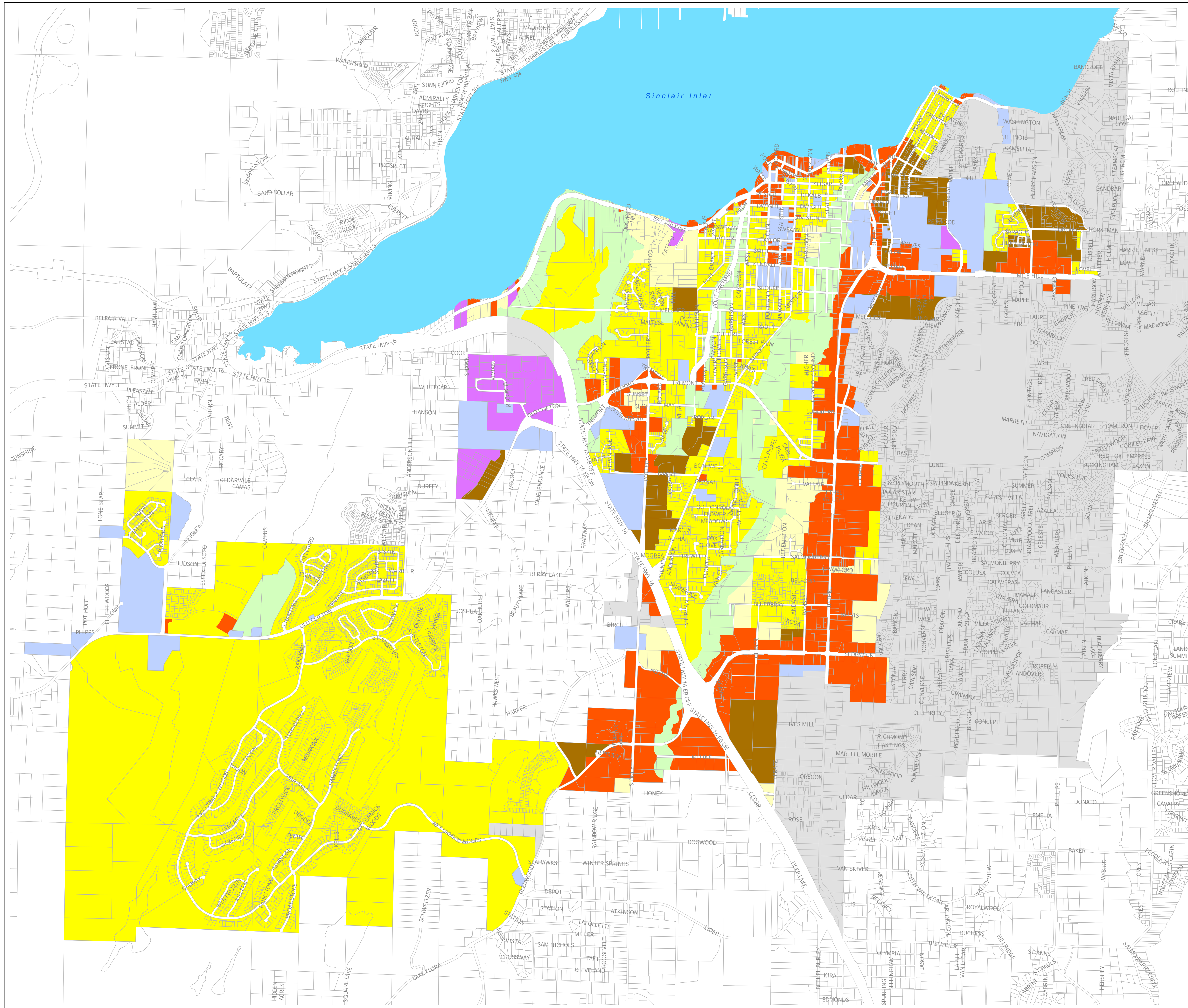
# CITY OF PORT ORCHARD 2021 Comprehensive Plan Map

## Land Use Designation

- Greenbelt
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Urban Industrial
- Public and Community Spaces

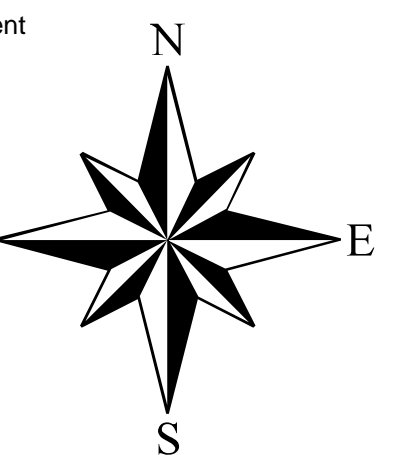
## Urban Growth Area

- Port Orchard UGA



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

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

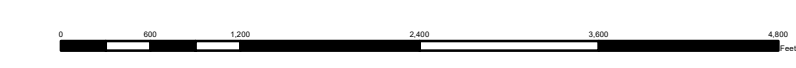






# CITY OF PORT ORCHARD 2023 COMPREHENSIVE PLAN MAP

- Greenbelt
- Low-Density Residential
- Medium\_Density Residential
- High-Density Residential
- Commercial
- Urban Industrial
- Public and Community Spaces
- Urban Growth Area
- Port Orchard UGA



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

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City of Port Orchard Official Comprehensive Plan Map as adopted by Ordinance \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_

Robert Putnam, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM \_\_\_\_\_

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

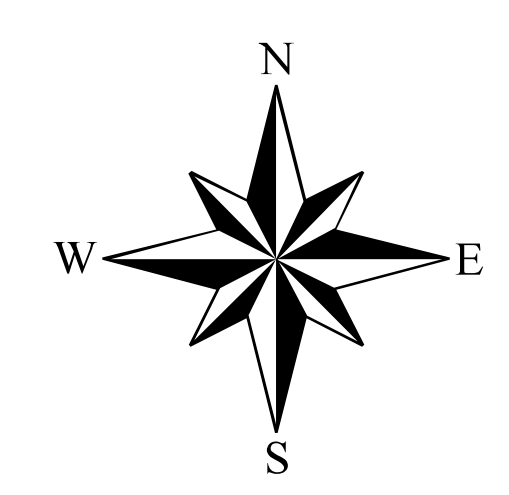
Sponsored by:

Scott Dwyer, Councilmember

PUBLISHED: \_\_\_\_\_, 20\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_, 20\_\_\_\_

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



Date Saved: 2/9/2023 10:32:12 AM





# CITY OF PORT ORCHARD 2021 Zoning Map

- Ruby Creek Overlay District (See POMC 20.38.300)
- McCormick Village Overlay District (See POMC 20.38.200)
- Downtown Height Overlay District (See POMC 20.38.600)
- View Protection Overlay District (See POMC 20.38.800)
- Self Storage Overlay District (See POMC 20.38.700)

## Zoning Designation

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

## Urban Growth Area

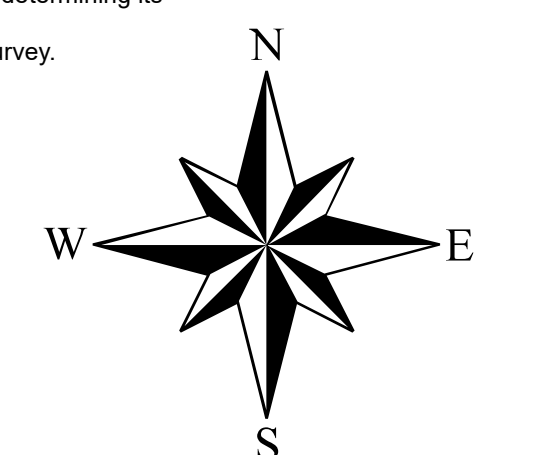
- Port Orchard UGA

City of Port Orchard Department of Community Development  
216 Prospect Street, Port Orchard, WA 98366  
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City of Port Orchard Official Zoning Map as adopted by Ordinance 07-21 on 7/17/2021.  
Robert Pulamou, Mayor  
ATTEST:  
Brandy Rimonson, MAC, City Clerk  
APPROVED AS TO FORM:  
Charlotte A. Archer, City Attorney  
Sponsored by:  
Scott Diener, Councilmember  
PUBLISHED: 7/17/2021  
EFFECTIVE DATE: 7/17/2021

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



Date Saved: 12/27/2021 2:12:42 PM





# CITY OF PORT ORCHARD 2023 ZONING MAP

## Zoning Designation

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

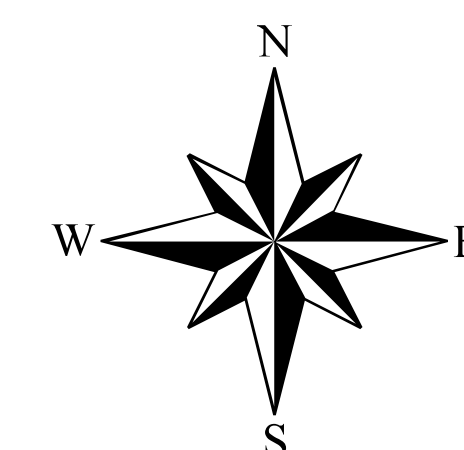
## Urban Growth Area

- Port Orchard UGA

City of Port Orchard Department of Community Development  
216 Prospect Street, Port Orchard, WA 98366  
Phone: (360) 874-5533 Fax: (360) 876-4980  
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City of Port Orchard Official Zoning Map as adopted by Ordinance _____ on _____, 20____
Robert Putnam, Mayor
ATTEST:
Brandy Wallace, MMC, City Clerk
APPROVED AS TO FORM: _____
Charlotte A. Archer, City Attorney
Sponsored by:
Scott Dierker, Councilmember
PUBLISHED: _____, 20____
EFFECTIVE DATE: _____, 20____
The official signed map may be viewed at the City Clerk's office.





February 2, 2023

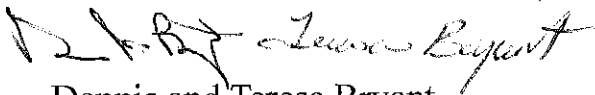
Re: SE Meline Rd & Dogwood Rd SE

Nicholas Bond, AICP Development Director of The City of Port Orchard

Stephanie Andrews, Senior Planner of The City of Port Orchard

We support the City of Port Orchard's proposal to Rezone our Parcel from CMU (Commercial Mixed Use) to R2 (Residential Use).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Dennis and Teresa Bryant", is written over the typed name.

Dennis and Teresa Bryant  
640 SE Meline Rd  
Port Orchard Wa 98367

Parcel #112301-3-011-2006

February 2, 2023

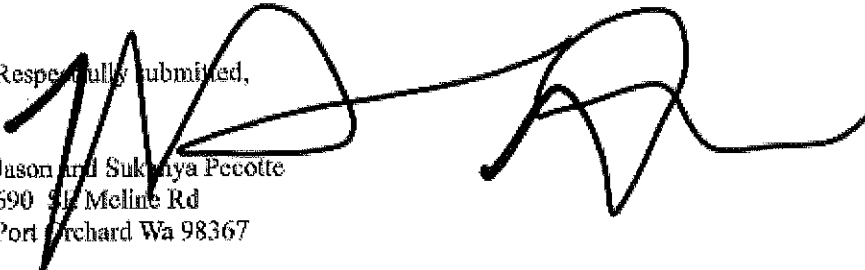
Re: SE Meline Rd & Dogwood Rd SE

Nicholas Bond, AICP Development Director of The City of Port Orchard

Stephanie Andrews, Senior Planner of The City of Port Orchard

We support the City of Port Orchard's proposal to Rezone our Parcel from CMU (Commercial Mixed Use) to R2 (Residential Use).

Respectfully submitted,

  
Jason and Sukanya Pecotte  
690 SE Meline Rd  
Port Orchard Wa 98367

Parcel #112301-3-047-2004

## **Chapter 20.34 RESIDENTIAL DISTRICTS**

### **Sections:**

**20.34.010 Residential 1 (R1).**

**20.34.020 Residential 2 (R2).**



February 2, 2023

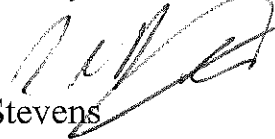
Re: SE Meline Rd & Dogwood Rd SE

Nicholas Bond, AICP Development Director of The City of Port Orchard

Stephanie Andrews, Senior Planner of The City of Port Orchard

We support the City of Port Orchard's proposal to Rezone our Parcel from CMU (Commercial Mixed Use) to R2 (Residential Use).

Respectfully submitted,



Jesse Stevens  
710 SE Meline Rd  
Port Orchard Wa 98367

Parcel #112301-3-005-2004

February 2, 2023

Re: SE Meline Rd & Dogwood Rd SE

Nicholas Bond, AICP Development Director of The City of Port Orchard

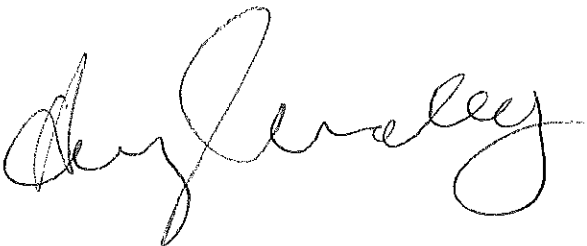
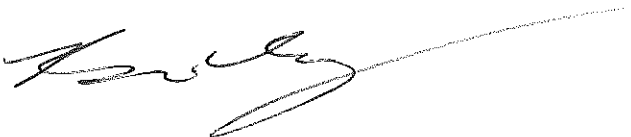
Stephanie Andrews, Senior Planner of The City of Port Orchard

We support the City of Port Orchard's proposal to Rezone our Parcel from CMU (Commercial Mixed Use) to R2 (Residential Use).

Respectfully submitted,

Brian and Amy Smalley  
581 SE Meline Rd.  
Port Orchard Wa 98367

Parcel #112301-3-009-2000

February 2, 2023

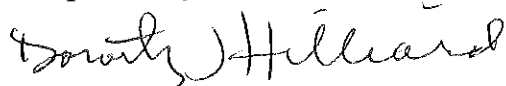
Re: SE Meline Rd & Dogwood Rd SE

Nicholas Bond, AICP Development Director of The City of Port Orchard

Stephanie Andrews, Senior Planner of The City of Port Orchard

We support the City of Port Orchard's proposal to Rezone our Parcel from CMU (Commercial Mixed Use) to R2 (Residential Use).

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Dorothy Hilliard".

Dorothy Hilliard  
652 SE Meline Rd  
Port Orchard Wa 98367

Parcel #112301-3-008-2001

February 2, 2023

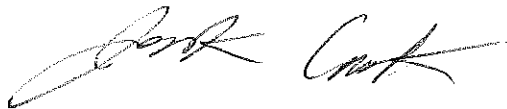
Re: SE Meline Rd & Dogwood Rd SE

Nicholas Bond, AICP Development Director of The City of Port Orchard

Stephanie Andrews, Senior Planner of The City of Port Orchard

We support the City of Port Orchard's proposal to Rezone our Parcel from CMU (Commercial Mixed Use) to R2 (Residential Use).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jack Cook", with a stylized, cursive script.

Jack Cook  
5759 Dogwood Rd SE  
Port Orchard Wa 98367

Parcel #4800-00-023-0106

February 2, 2023

Re: SE Meline Rd & Dogwood Rd SE

Nicholas Bond, AICP Development Director of The City of Port Orchard

Stephanie Andrews, Senior Planner of The City of Port Orchard

We support the City of Port Orchard's proposal to Rezone our Parcel from CMU (Commercial Mixed Use) to R2 (Residential Use).

Respectfully submitted,



Jason Powell  
701 SE Meline Rd  
Port Orchard Wa 98367

Parcel #112301-3-003-2006

**From:** Harold Hord <harold97531@gmail.com>  
**Sent:** Friday, February 24, 2023 8:12 AM  
**To:** Planning Mailbox  
**Subject:** Meline rd rezone

Port orchard planning, I believe rezoning the property to res 2 from the commercial zoning that it is now would be a more fluid transition giving the property owners more flexibility and accommodate everyone's needs. At this time I'm strongly against my property being rezoned to Res 1 and wish port orchard highly consider the Res 2 option. Thank you for allowing my input. Harold Hordyk parcel #112301-3-012-2005



**Agenda Staff Report**

Agenda Item No.:	<u>Business Item 8H</u>	Meeting Date:	<u>May 9, 2023</u>
Subject:	<u>Adoption of a Resolution Adopting</u>	Prepared by:	<u>Debbie Lund</u>
	<u>Personnel Policies Related to Purchasing of</u>		<u>HR Director</u>
	<u>Clothing and Work Boots</u>	Atty Routing No.:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

**Summary:** Human Resources continues to review existing City personnel policies and, when appropriate, make recommendations for revisions and adoption of new policies. Human Resources was made aware of departments authorizing clothing allowances and purchasing City-branded clothing for some employees. In an effort to document current practices and provide for consistency amongst the various City departments, Human Resources is proposing a new personnel policy 12.6, related to the purchase and wear of City-branded clothing for non-represented employees and a new personnel policy 12.7, related to the purchase of work boots for certain field employees. Those policies are attached as Exhibit A to the proposed resolution.

These proposed policies were shared with City staff in April for review and comment. These policies are proposed for non-represented staff only as union employees either already have language in their respective collective bargaining agreement or have an established past practice within their respective departments.

**Recommendation:** In support of the Council’s guiding principal to “raise the bar,” staff recommends that the City Council adopt the attached resolution establishing personnel policies to standardize the purchase of City-branded clothing and work boots for non-represented staff.

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

**Motion for consideration:** “I move to adopt a resolution, establishing new City personnel policies related to the purchase of City-branded clothing and work boots for non-represented employees.”

**Fiscal Impact:** All purchases approved by the Department Director must utilize budgeted funds.

**Alternatives:** Do not approve the Resolution and provide alternative guidance.

**Attachments:** Resolution and Exhibit A



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

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, ADOPTING  
PERSONNEL POLICIES RELATED TO THE PURCHASING OF CITY-BRANDED CLOTHING  
AND WORK BOOTS FOR EMPLOYEES.**

**WHEREAS**, the Human Resources Department continues to review and, where appropriate, recommend modifications and additions to personnel policies; and

**WHEREAS**, the City has an obligation to purchase and provide safety related clothing items for employees whose occupations require those items; and

**WHEREAS**, some field employees are required to have specialized footwear including steel-toed shoes; and

**WHEREAS**, management has expressed an interest in providing its employees at least one City-branded article of clothing so that employees may represent the City at work and at special events; and

**WHEREAS**, the City wishes to standardize its policies relating to the purchase of City-branded clothing for its non-represented employees; 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:** Personnel policies related to clothing with a City logo and work boot allowance for non-represented employees are hereby adopted in substantially the same form as attached hereto as Exhibit A. The Mayor is directed to incorporate these new policies into the City's existing Personnel Policy Manual and take all necessary steps to implement these policies.

**THAT:** In accordance with Resolution 034-10, the Mayor has the authority to amend the personnel policies and procedures, including those adopted by this Resolution, as needed with notification to the City Council.

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 9<sup>th</sup> day of May 2023.

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

ATTEST:

\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk

## Exhibit "A"

### NEW POLICY to address purchase of City logo clothing for employees

#### 12.6 CLOTHING WITH CITY LOGO

The City will purchase for each non-temporary, non-represented employee branded/logo clothing to promote the City and to readily identify City employees at work and public events. Clothing is limited to one item per calendar year for office staff, two items per calendar year for field staff and three items per calendar year for parking enforcement staff. Department Directors shall be responsible for ordering the items and must have budgeted funds available for the purchase of the clothing. Employees may wear the branded items of clothing while representing the City. Employees should also understand that their conduct while wearing branded clothing reflects upon the City, regardless of whether the employee is on duty; employees are therefore expected to conduct themselves in a professional and respectful manner while wearing City-branded clothing. Branded items that are faded, frayed, or otherwise in poor condition, at the discretion of the Department Director, must be destroyed. Upon separation from employment, branded clothing items must be returned, destroyed or otherwise treated in a manner that prevents the clothing from being worn in public. Nothing in this policy restricts the City from purchasing additional clothing for the work-related safety or personal protection items for an employee, including but not limited to, reflective clothing, raincoats, rubber boots, coveralls, etc. for an employee. Individual departments shall develop a process and budget for the purchase of work-related safety or personal protective items, which shall be consistent with applicable federal and state laws and regulations and any applicable collective bargaining agreement, and shall be approved by the Mayor or designee.

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### NEW POLICY to document current limited practice of providing a clothing/boot allowance to some employees.

#### 12.7 WORK BOOT ALLOWANCE

Upon the request of the Department Director, the Mayor may authorize certain non-represented employees to receive a boot allowance of \$175 per calendar year. Employees eligible for a boot allowance are those whose job duties require construction, inspection or enforcement work in the field requiring specialized footwear such as steel toed shoes/boots. Department Directors are responsible for budgeting for the allowance. If approved, an allowance of \$175 will be paid in January of each year. New employees, and current employees who have not yet received an allowance in 2023, will receive a pro-rated portion of the allowance based on the number of working months remaining in the calendar year. The Deputy Police Chief will be eligible to receive a boot allowance under the same terms and conditions as those outlined in the collective bargaining agreement between the City and the represented Sergeant employees.



## City of Port Orchard

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

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### Agenda Staff Report

Agenda Item No.:	<u>Business Item 8I</u>	Meeting Date:	<u>May 9, 2023</u>
Subject:	<u>Adoption of a Resolution Authorizing</u>	Prepared by:	<u>Charlotte Archer</u>
	<u>a Memorandum of Understanding with</u>		<u>City Attorney</u>
	<u>Kitsap Regional Library for Design Work</u>	Atty Routing No:	<u>366922-0011</u>
	<u>for the Community Events Center</u>	Atty Review Date:	<u>N/A</u>

**Summary:** The City and the Kitsap Regional Library (“KRL”) have worked collaboratively to develop, design, and finance the construction and long-term operation of the South Kitsap Community Event Center (“CEC”), a special events center to provide a new and expanded space for library services, as well as new community event and meeting space to serve the public in downtown Port Orchard. KRL and the City have collaboratively designed the exterior and interior of the CEC to ensure its dual function as a library and a public events space. The parties continue to negotiate a long-term agreement to govern construction, operation and long-range financing commitments for the project. In the interim, KRL requested modifications to the design for the designated KRL portion of the CEC and committed to paying for the design costs associated with that work.

In 2020, the City retained architectural and engineering firm Rice Fergus Miller, Inc. (“RFM”) for the design of the CEC (City Contract No. C066-20). KRL’s requested modifications to the design triggered Amendment No. 10 to the City’s contract with RFM for design services, and KRL has committed to paying for that work. Staff have negotiated a Memorandum of Understanding with KRL that allocates these costs to KRL, and stipulates that KRL will reimburse the City for the costs incurred through Amendment No. 10.

**Recommendation:** Staff recommends approval of the Resolution authorizing the Mayor to execute the Memorandum of Understanding with KRL for design work identified in Amendment No. 10 to Contract No. C066-20 and KRL’s commitment to payment therefor.

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

**Motion for consideration:** “I move to adopt a Resolution authorizing the Mayor to execute a Memorandum of Understanding with KRL for design work for the Community Events Center.”

**Fiscal Impact:** Amendment No. 10 is for an additional \$18,683.00, plus reimbursable expenses and applicable taxes. By this Memorandum of Understanding, KRL commits to reimbursing the City for these expenses.

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

**Attachments:** Resolution  
Memorandum of Understanding  
Amendment No. 10 to Contract No. C066-20 and Attachment 1 thereto

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

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, PERTAINING TO EMERGENCY HOUSING, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH KITSAP REGIONAL LIBRARY FOR CERTAIN DESIGN COSTS FOR THE SOUTH KITSAP COMMUNITY EVENTS CENTER.**

**WHEREAS**, since 2018, the City, the Kitsap County Public Facilities District, and the Kitsap Regional Library (“KRL” have worked collaboratively to develop, design and finance the construction of the South Kitsap Community Event Center (“CEC”), a special events center to provide a new and expanded space for library services, as well as new community event and meeting space to serve the public in downtown Port Orchard; and

**WHEREAS**, the City and KRL have worked collaboratively to design the exterior and interior of the CEC to ensure its dual function as a library and a public events space, and are currently negotiating a long-term financing and project partnership agreement to reflect the partners’ commitments and roles for construction, and use of the CEC; and

**WHEREAS**, in 2020, the City entered into a Professional Services Agreement, City Contract C066-20 with architectural firm Rice Fergus Miller, Inc., (RFM) for design of the CEC, including limited design of the space to be occupied by KRL; and

**WHEREAS**, KRL has requested modifications to the design for the designated KRL portion of the CEC and committed to paying the City for the costs associated with those design modifications;

**WHEREAS**, the design work attendant to the requested modifications are set out in Amendment No. 10 to the City’s agreement with RFM for design; and

**WHEREAS**, the City and KRL have negotiated a Memorandum of Agreement to allocate the costs associated with Amendment No. 10 to KRL; now, therefore,

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

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

**THAT:** The City Council authorizes the Mayor to execute a Memorandum of Understanding with KRL for Design Work for the South Kitsap Community Events Center, and to take all actions consistent with this authorization and necessary to effectuate its intent.

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 9<sup>th</sup> day of May 2023.

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

ATTEST:

\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF PORT ORCHARD  
AND THE KITSAP REGIONAL LIBRARY  
FOR DESIGN WORK FOR THE SOUTH KITSAP COMMUNITY EVENT CENTER**

THIS MEMORANDUM OF UNDERSTANDING pertains to the financing of certain design work for the South Kitsap Community Event Center, in Port Orchard, Washington (“MOU”), made and entered into upon mutual execution by and between the City of Port Orchard (“City”) and the Kitsap Regional Library (“KRL”), a Kitsap County Rural Library District.

WHEREAS, since 2018, the City, the Kitsap County Public Facilities District, and KRL have worked collaboratively to develop, design and finance the construction of the Port Orchard Community Event Center (“CEC”), a special events center and library space to be constructed on Kitsap County Tax Parcel No. 4650-011-001-0001, located at 619 Bay Street, Port Orchard, Washington 98366 (the “Property”); and

WHEREAS, in 2020, the City entered into a Professional Services Agreement, Contract C066-20 (“PSA”) with architectural firm Rice Fergus Miller, Inc., (RFM) for design of the CEC, including limited design of the space to be occupied by KRL; and

WHEREAS, the City and KRL are currently negotiating a financing and project partnership agreement (“FPP Agreement”) to govern complete final design, construction and operations of the CEC; and

WHEREAS, in the interim, KRL has requested modifications to the design for the designated KRL portion of the CEC and committed to paying for the costs associated with those design modifications;

NOW, THEREFORE, the parties agree as follows:

1. Kitsap Regional Library shall pay the City the amount set out on Amendment No. 10 to the PSA, which is Attachment 1 hereto and incorporated herein by this reference. This amount reflects the necessary additional design work to the KRL designated tenant space in the CEC, as set out on Attachment 1 hereto. KRL’s payment shall be due within 30 days after its receipt of an invoice from the City.
2. The City will execute Amendment No. 10 to the PSA in order to incorporate the scope of work set out on Attachment 1.
3. The Parties acknowledge that this MOU shall be incorporated into the FPP Agreement but does not otherwise impact or set precedent for the terms and conditions the parties are currently negotiating in the FPP Agreement.

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

**CITY OF PORT ORCHARD**

**KITSAP COUNTY LIBRARY DISTRICT**

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

\_\_\_\_\_  
By: Jason Driver, Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



## City of Port Orchard

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

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### Agenda Staff Report

Agenda Item No.:	<u>Business Item 8J</u>	Meeting Date:	<u>May 9, 2023</u>
Subject:	<u>Approval of Amendment No. 10 to</u>	Prepared by:	<u>Charlotte Archer</u>
	<u>Contract No. 066-20 with Rice Fergus</u>		<u>City Attorney</u>
	<u>Miller for Design Work to Library Space</u>	Atty Routing No:	<u>366922-0011</u>
	<u>for the Community Events Center</u>	Atty Review Date:	<u>N/A</u>

**Summary:** The City and the Kitsap Regional Library (“KRL”) have worked collaboratively to develop, design, and finance the construction and long-term operation of the South Kitsap Community Event Center (“CEC”), a special events center to provide a new and expanded space for library services, as well as new community event and meeting space to serve the public in downtown Port Orchard. KRL and the City have collaboratively designed the exterior and interior of the CEC to ensure its dual function as a library and a public events space. KRL requested modifications to the design for the designated KRL portion of the CEC and committed to paying for the design costs associated with that work.

In 2020, the City retained architectural and engineering firm Rice Fergus Miller, Inc. (“RFM”) for the design of the CEC (City Contract No. C066-20). KRL’s requested modifications to the design triggered Amendment No. 10 to the City’s contract with RFM for design services, and KRL has committed – via a Memorandum of Understanding, approved earlier this evening – to paying for that work. Amendment No. 10 authorizes RFM to move forward with the additional design services to modify design within areas of the CEC intended for dedicated use by the Library in the amount of \$18,683.00.

**Recommendation:** Staff recommends authorizing the Mayor to execute Amendment No. 10 to Contract C066-20 for design work to modify design within areas of the CEC intended for dedicated use by the Library in the amount of \$18,683.00.

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

**Motion for consideration:** “I move to authorize the Mayor to execute Amendment No. 10 to Contract No. C066-20 with Rice Fergus Miller, Inc. for additional design work for the Community Events Center.”

**Fiscal Impact:** Amendment No. 10 is for an additional \$18,683.00, plus reimbursable expenses and applicable taxes. By this Memorandum of Understanding, KRL commits to reimbursing the City for these expenses.

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

**Attachments:** Amendment No. 10 to Contract No. C066-20 and Attachment 1 thereto  
Courtesy copy of Contract No. 066-20

**Amendment No. 10 to Contract No. C066-20**  
**CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT WITH**  
**RICE FERGUS MILLER, INC.**

THIS AMENDMENT to Contract No. C066-20 (“Amendment”) is made effective as of the 9<sup>th</sup> day of May, 2023, by and between the City of Port Orchard (“City”), a municipal corporation, organized under the laws of the State of Washington, and Rice Fergus Miller, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 275 5<sup>th</sup> St., Bremerton, WA 98337 (“Consultant”).

WHEREAS, on July 29, 2020, the City executed a Professional Services Agreement with Consultant for the South Kitsap Community Event Center Project (the “Project”) (“Underlying Agreement”); and

WHEREAS, on July 27, 2021, the City and Consultant executed Amendment No. 1 to the Underlying Agreement, increasing the contract amount and adding additional scope of work (work within the scope of the initial Request for Qualifications); and

WHEREAS, on September 17, 2021, the City and Consultant executed Amendment No. 2 to the Underlying Agreement, adding additional scope of work (work within the scope of the initial Request for Qualifications); and

WHEREAS, on October 12, 2021, the City and Consultant executed Amendment No. 3 to the Underlying Agreement, increasing the contract amount and adding additional scope of work (work within the scope of the initial Request for Qualifications); and

WHEREAS, on January 25, 2022, the City and Consultant executed Amendment No. 4 to the Underlying Agreement, increasing the contract amount and adding additional scope of work due to unforeseen on-site conditions; and

WHEREAS, on March 21, 2022, the City and Consultant executed Amendment No. 5 to the Underlying Agreement, extending the contract term to accommodate the scope of work; and

WHEREAS, on April 12, 2022, the City and Consultant executed Amendment No. 6 to the Underlying Agreement, updating the scope and fee for tasks 4 and 5 of C082-19; and

WHEREAS, on September 13, 2022, the City and the Consultant executed Amendment No. 7 to the Underlying Agreement, adding additional design work related to shoreline improvements and permitting; and

WHEREAS, on December 13, 2022, the City and the Consultant executed Amendment No. 8 to the Underlying Agreement, adding additional design work LEED Certification feasibility; and

WHEREAS, in February 2023, the City and Consultant executed Amendment No. 9 to the Underlying Agreement, adding a modification to the architectural plans to meet LEED silver certification; and

WHEREAS, the City received funding from the Kitsap Public Facilities District (“KPPFD”) via an

Agreement between the City and the PFD (C082-19) for this 8-phase Project, which will result in a Community Event Center; and

WHEREAS, the Consultant was selected as the most qualified firm to perform all phases of the Project, and to date the Consultant and City and have completed phases 1-3 as set out in C082-19; and

WHEREAS, the City has learned that a condition of funding building and library construction from state funds is LEED certification; and

WHEREAS, the City wishes, on behalf of the Kitsap Regional Library, to add design modifications to the CEC space to be occupied by the Library to the scope of work and has prepared this Amendment No. 10 to Contract No. C066-20 for this purpose; and

WHEREAS, the Parties acknowledge that funding for the additional scope of work set out in Amendment #10 will be provided by the Kitsap Regional Library; and

WHEREAS, the Parties wish to memorialize their agreement to so amend the Underlying Agreement; NOW, THEREFORE,

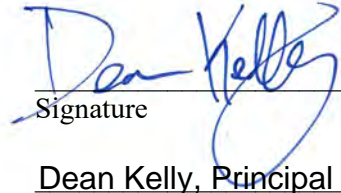
In consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

1. The Underlying Agreement, including previous Amendments Nos. 1-9, is amended as follows (amendment shown in legislative marks):
  - a. The Scope of Work is amended to add the tasks as set out on Attachment 1 hereto (Amendment #10 Request).
  - b. The total contract cost is increased by \$18,683.00, plus reasonable reimbursable expenses associated with performing the tasks in Attachment 1, and applicable taxes, all as set out on Attachment 1 hereto (Amendment #10 Request).
  - c. The contract term remains with a termination date of December 31, 2024, unless extended or earlier terminated in accordance with the terms of the Underlying Agreement.
2. In all other respects, the Underlying Agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

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

CITY OF PORT ORCHARD,  
WASHINGTON

CONSULTANT Rice Fergus Miller, Inc.



Signature

Dean Kelly, Principal  
Printed Name and Title

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

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



# ATTACHMENT 1 to Amendment No. 10 to Contract No. C066-20



275 Fifth Street, Suite 100 Bremerton, WA 98337  
(360) 377-8773 rfmarc.com

April 6, 2023

Nick Bond  
Development Director  
City of Port Orchard  
216 Prospect St  
Port Orchard, WA 98366

Re: South Kitsap Community Events Center  
Amendment 10 Request  
KRL Revisions  
RFM Project: 2020002.00

Dear Nick,

Rice Fergus Miller (RFM) is pleased to present the following Letter of Proposal to amend our contract for the above referenced project.

## I. Project Description

Kitsap Regional Library (KRL), the designated tenant on the first level of the above referenced project, has requested changes to our design of their space.

## II. Scope of Services

The project previously completed the Design Development phase and is moving into Construction Documents phase. The following scope is to revise the design and drawings based on the attached comments from KRL.

The following disciplines are affected by the requested changes and are included in this scope of work:

- Architectural
- Structural Engineer
- Mechanical Engineer
- Electrical Engineer

## III. Exclusions and Additional Services

This contract amendment is specific to the described revisions as illustrated in the attached plan comments. No other changes are covered in this contract amendment.

## IV. Owner Responsibilities

It is our understanding that City of Port Orchard and Kitsap Regional Library will provide full information, including a program, setting forth its design objectives, constraints, and criteria; and, the services of other consultants not included here when such services are deemed to be necessary.

South Kitsap Community Events Center  
Amendment 10 - KRL Revisions  
April 6, 2023

**V. Schedule**

We have a critical deadline of July 1, 2023 to complete building permit submittals prior to the WA State code cycle change. In order to meet this, we have begun the architectural work to implement these changes. Consultants will need to start their work as soon as possible in this month of April to stay on schedule. We are requesting immediate approval of this proposal.

**VI. Compensation**

For the Scope of Services outlined above for Rice Fergus Miller and its consultants, compensation shall be a Fixed Fee of Eighteen thousand six hundred eighty three dollars (**18,683.00**); plus, reimbursable expenses and any applicable taxes.

**VII. Terms of Agreement**

Please provide an amendment to our South Kitsap Community Events Center contract upon accepting this proposal.

**VIII. Summary**

Thank you for the opportunity to propose on your project. We look forward to discussing our proposal further and working with you. Please contact me if you have any questions.

Sincerely,  
Rice Fergus Miller, Inc.



Dean Kelly, Principal  
Architect

Attachment: 230405 KRL Plan Revisions

1. FURNITURE IS SHOWN FOR COORDINATION PURPOSES ONLY - NIC.
2. ALL LIBRARY SHELVING PROVIDED BY KRL - NIC.
3. COORDINATE POWER LOCATIONS W/ MEP.
4. REFERENCE A/V DELIVERABLE FOR EQUIPMENT NOT SHOWN.

5' DIAMETER TURNING SPACE

CLEAR FLOOR SPACE  
30" X 48" UNO

**DRAFT**  
NOT FOR CONSTRUCTION

**PORT ORCHARD COMM.  
EVENTS CENTER**

**CITY OF PORT ORCHARD**

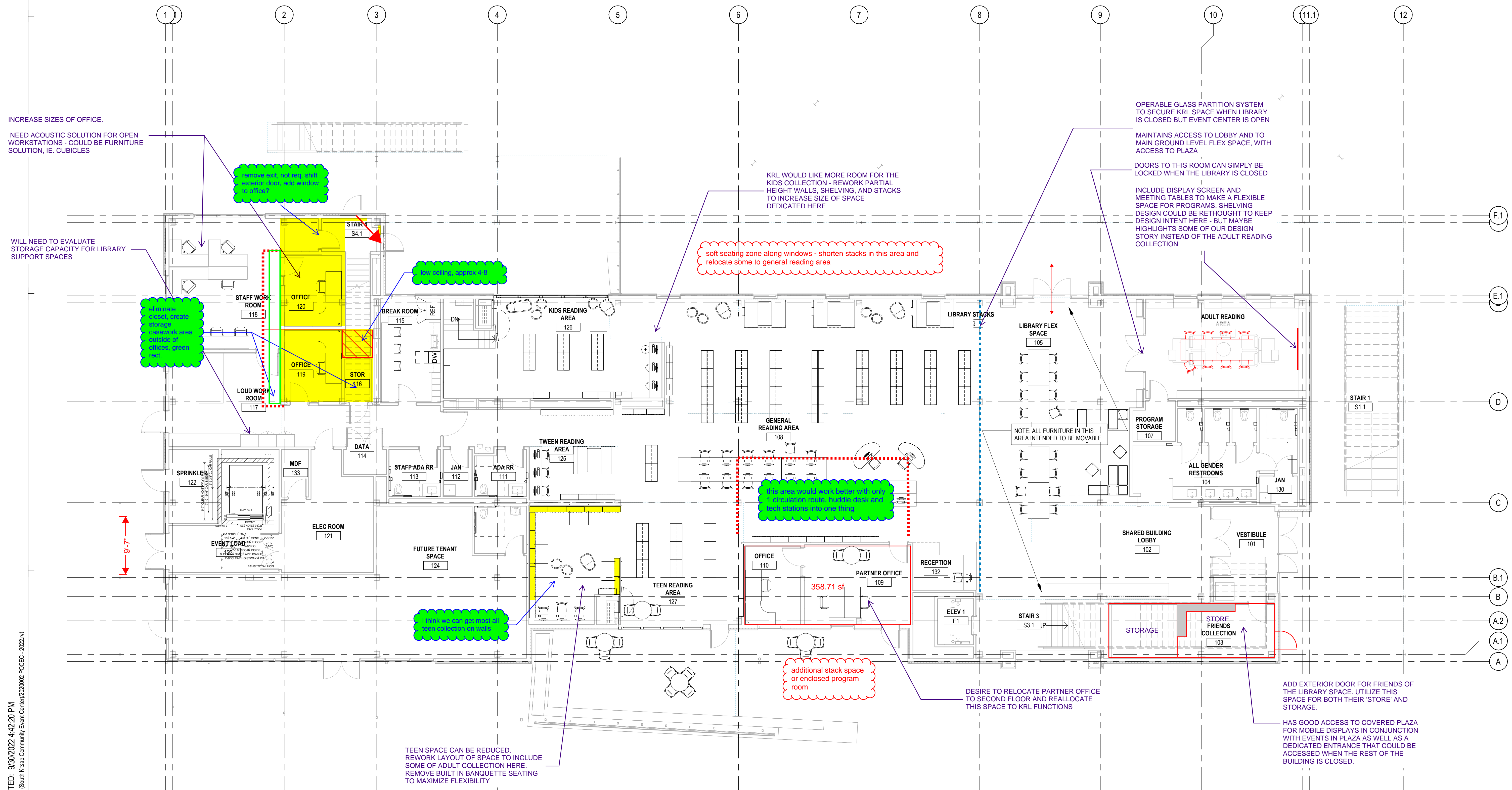
619 BAY STREET, PORT ORCHARD, WA 98366

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FF&amp;E PLAN - LEVEL 1

SHEET #

# A80.01

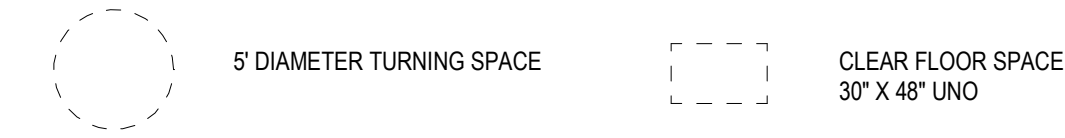


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Autodesk Docs://S/CEC (South Kitsap Community Event Center)/2020002 POCEC - 2022.rvt



## NOTES & LEGEND - FF&E PLAN

1. FURNITURE IS SHOWN FOR COORDINATION PURPOSES ONLY - NIC.
2. ALL LIBRARY SHELVING PROVIDED BY KRL - NIC.
3. COORDINATE POWER LOCATIONS W/ MEP.
4. REFERENCE AV DELIVERABLE FOR EQUIPMENT NOT SHOWN.



**DRAFT**  
NOT FOR CONSTRUCTION

**PORT ORCHARD COMM.  
EVENTS CENTER**  
CITY OF PORT ORCHARD  
619 BAY STREET, PORT ORCHARD, WA 98366

PROJECT # 2020002

DESIGN DEVELOPMENT

ISSUE DATE SEPTEMBER 30, 2022

REVISION SCHEDULE

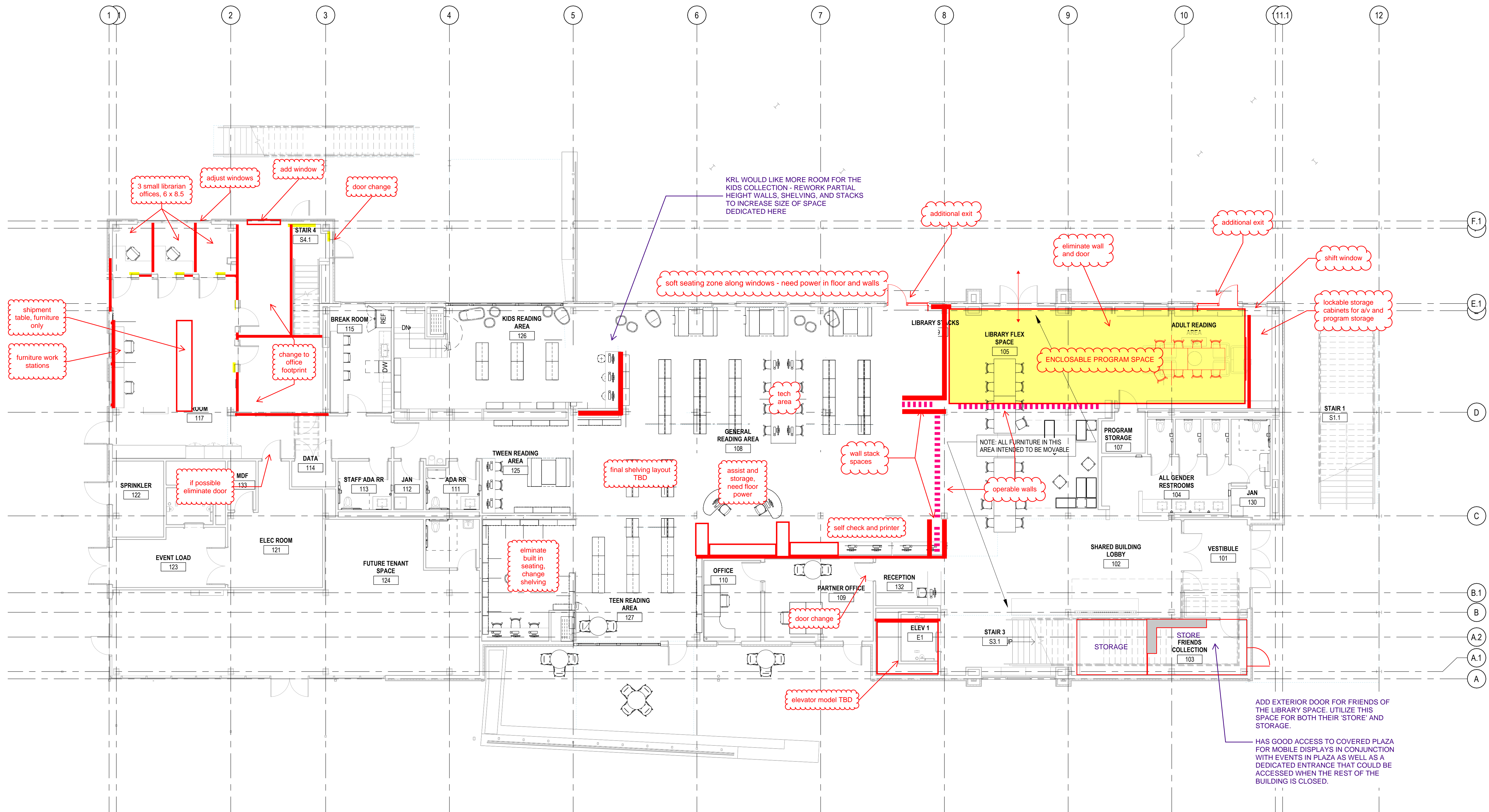
NO.	DESCRIPTION	DATE

AHJ APPROVAL STAMP

FF&E PLAN - LEVEL 1

SHEET #

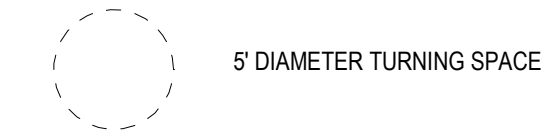
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**1 FF&E PLAN - LEVEL 1**  
1/8" = 1'-0"

## NOTES & LEGEND - FF&E PLAN

1. FURNITURE IS SHOWN FOR COORDINATION PURPOSES ONLY - NIC.
2. ALL LIBRARY SHELVING PROVIDED BY KRL - NIC.
3. COORDINATE POWER LOCATIONS W/ MEP.
4. REFERENCE AV DELIVERABLE FOR EQUIPMENT NOT SHOWN.



5' DIAMETER TURNING SPACE

CLEAR FLOOR SPACE  
30' X 48' UNO

**DRAFT**  
NOT FOR CONSTRUCTION

**PORT ORCHARD COMM.  
EVENTS CENTER**  
CITY OF PORT ORCHARD  
619 BAY STREET, PORT ORCHARD, WA 98366

PROJECT # 2020002

DESIGN DEVELOPMENT

ISSUE DATE SEPTEMBER 30, 2022

REVISION SCHEDULE

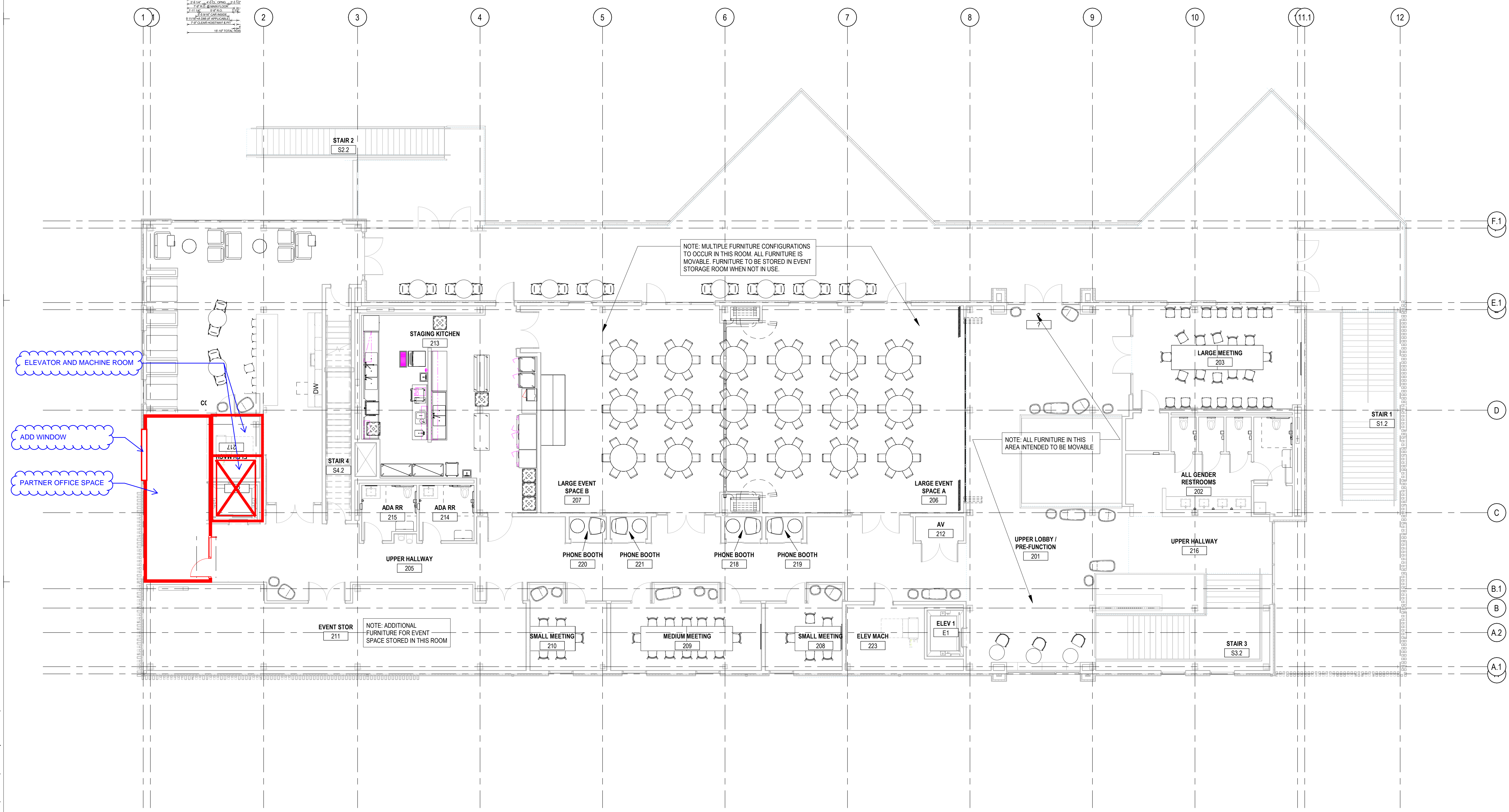
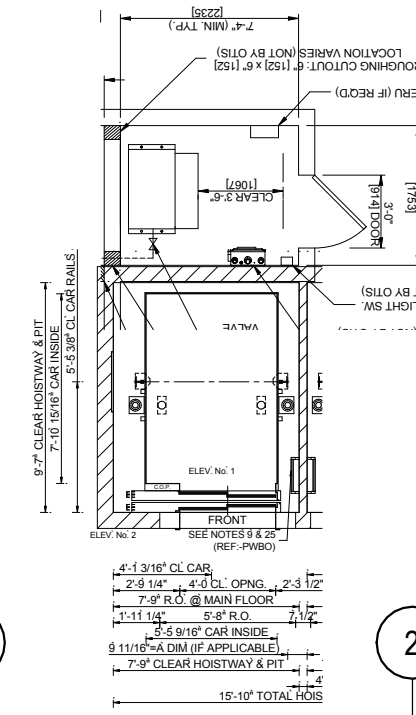
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AHJ APPROVAL STAMP

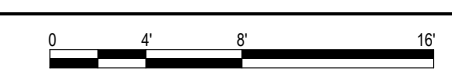
FF&E PLAN - LEVEL 2

SHEET #

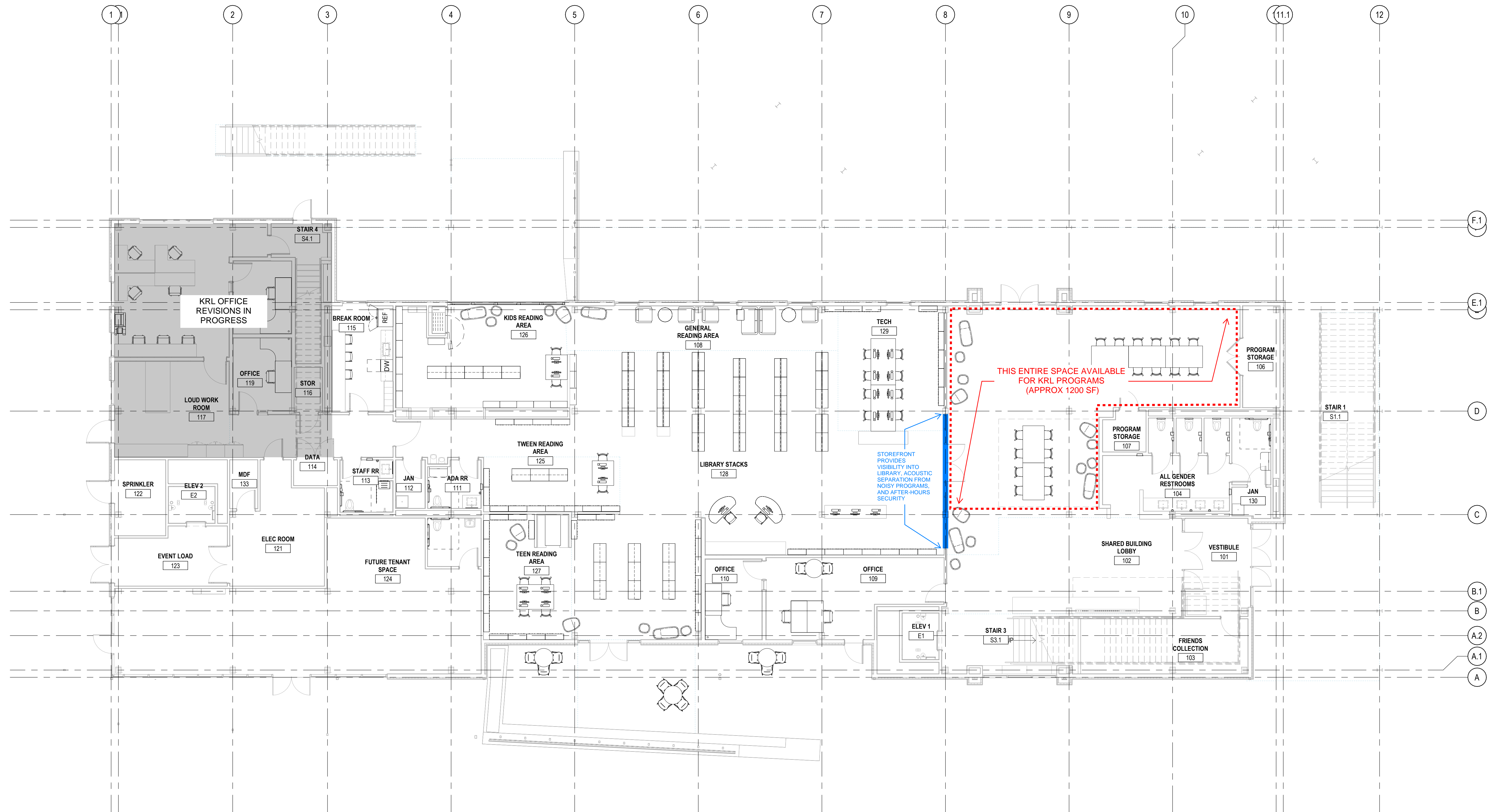
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1 FF&E PLAN - LEVEL 2  
1/8" = 1'-0"









## CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 29th day of July 2020, by and between the City of Port Orchard, a municipal corporation, organized under the laws of the State of Washington, whose address is:

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

Contact: Mayor Robert Putaansuu Phone: 360.876.4407 Fax: 360.895.9029

and Rice Fergus Miller, Inc., a corporation, organized under the laws of the State of Washington, doing business at:

275 Fifth Street, Suite 100  
Bremerton, WA 98337

(hereinafter the "CONSULTANT")

Contact: Steven M. Rice Phone: 360-377-3778 Fax: \_\_\_\_\_

for professional services in connection with the following Project:

*The Port Orchard Downtown Community Event Center Project*

### TERMS AND CONDITIONS

#### 1. Services by Consultant.

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

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City of Port Orchard and Rice Fergus Miller  
Public Works Project No. N/A

Professional Service Agreement Contract No. 066-20

S:\2020002 South Kitsap Community Event Center\2-Admin\Contract\RFM Agreement\MASTER 2018 Prof Svcs Agreement SEC 1.29.18 (with SEC edits) 7.18.19 - STAN EDITS (Charlotte A. Archer) FINAL.docx Rev 7/18/2019

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

3. **Terms.** This Agreement shall commence on **July 29, 2020** ("Commencement Date") and shall terminate **March 31, 2022** unless extended or terminated in writing as provided herein. **The City reserves the right to offer two (2) one-year extensions prior to contract expiration to retain the selected company's services.**

4. **Compensation.**

LUMP SUM. Compensation for these services shall be a Lump Sum of \$400,000.00.

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

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City of Port Orchard and Rice Fergus Miller

Public Works Project No. N/A

Professional Service Agreement Contract No. 066-20

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A. Archer) FINAL.docx

Rev 7/18/2019

completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the term(s) of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

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

## **8. Suspension and Termination of Agreement**

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

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

C. Rights Upon Termination.

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

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

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

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

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

## 10. **Ownership of Work Product.**

A. All data, materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. Upon termination of this Agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to 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.

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City of Port Orchard and Rice Fergus Miller

Public Works Project No. N/A

Professional Service Agreement Contract No. 066-20

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Rev 7/18/2019

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

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

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

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City of Port Orchard and Rice Fergus Miller

Public Works Project No. N/A

Professional Service Agreement Contract No. 066-20

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Rev 7/18/2019

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 (as to Sections C.2 and C.4), 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.



F. **Personal Liability:**

Owner further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal or employee of Rice Fergus Miller shall have personal liability under this Indemnification provision, under any provision of the Agreement, or for any matter in connection with the services provided in connection with the Project.

**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  
Steve Rice, Principal  
Rice Fergus Miller, Inc.  
275 5th Street, Suite 100 Bremerton, WA 98337

Phone: 360-377-8773  
Fax: \_\_\_\_\_

**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.

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City of Port Orchard and Rice Fergus Miller

Public Works Project No. n/a

Professional Service Agreement Contract No. 066-20

S:\2020002 South Kitsap Community Event Center\2-Admin\Contract\RPM Agreement\MASTER 2018 Prof Svcs Agreement SEC 1.29.18 (with SEC edits) 7.18.19 - STAN EDITS (Charlotte A. Archer) FINAL.docx

Rev 7/18/2019

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

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

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

## 18. Title VI

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

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

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

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City of Port Orchard and Rice Fergus Miller

Public Works Project No. n/a

Professional Service Agreement Contract No. 066-20

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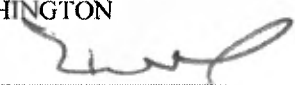
Rev 7/18/2019

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

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

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

CITY OF PORT ORCHARD,  
WASHINGTON

By:   
Robert Putaansuu, Mayor

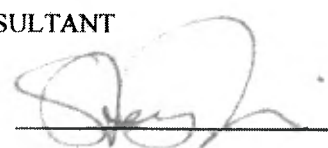
ATTEST/AUTHENTICATE:

By:   
Brandy Rinearson, MMC  
City Clerk

APPROVED AS TO FORM:

By:   
Charlotte A. Archer, City Attorney

CONSULTANT

By: 

Name: Steven M. Rice

Title: Principal

City of Port Orchard and Rice Fergus Miller  
Public Works Project No. N/A  
Professional Service Agreement Contract No. 066-20

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Rev 7/18/2019

## APPENDIX A

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

### **Pertinent Non-Discrimination Authorities:**

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

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City of Port Orchard and **Rice Fergus Miller**

Public Works Project No. **N/A**

Professional Service Agreement Contract No. **066-20**

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**SOUTH KITSAP COMMUNITY EVENT CENTER  
DRAFT SCOPE OF WORK PREPARED BY RFM  
PRESENTED TO CITY OF PORT ORCHARD JULY 1, 2020**

*This document is in response to TASK 1 and TASK 2 of the "PFD ILA Third Draft (with NB and SEC edits) 10.30.19 (2).*

**ILA TASK 1                      ILA TASK 2  
RFM PHASE 1A            +    RFM PHASE 1B            =    "PHASE 1" SCOPE OF WORK PER RFQ**

- *Provides road map for logical sequence of scope pieces -- site selection, programming for space needs, and concept building design*
- *Identifies logical midpoint of combined consultant-supplied design services in response to City's desire to proceed sequentially.*
- *Provides the ability to explore and potentially augment space needs with beneficial uses not currently identified in ILA.*
- *Tailors public outreach and acknowledges need for outreach to master plan stakeholders*
- *Adds activities and deliverables desired by the City now:*
  - *Test multiple site options (up to three) with conceptual design for suitability and quality of outcomes at each site*
  - *Produce one schematic design (not three) based on agreed upon space program at selected site*
  - *Provide Preliminary CEC Monetary Operational Feasibility Report*
  - *Coordinate project attributes to City of Port Orchard's consultant performing Downtown Subarea Plan*
- *This draft scope does not (yet) address required deliverables for the purposes of this discussion but assumes they are pursuant to how activities are split between RFM Phase 1A and Phase 1B*

**RFM PHASE 1A:**  
**CONCEPTUAL DESIGN**

**DEFINE THE PROJECT IN BASIC TERMS & REACH PRELIMINARY DESIGN PACKAGE  
(APPROX. 15% OVERALL; APPROX 30% SCHEMATIC DESIGN)**

**Draft Management Plan**

- Assist City to produce Draft Management Plan.
- Determine design team level of responsibility for project management; fit for City
- Discuss preliminary project budget creation and responsibility for maintenance.
- Discuss project timeline and milestone deliverables
- Determine frequency of meetings and get them scheduled ahead on calendars

**Establish Goals and Objectives**

- City of Port Orchard (COPD)
- Kitsap Regional Library (KRL)
- Kitsap Public Facilities District (KPPD)
- Other Key Stakeholders (Kitsap Bank, Port Of Bremerton, Sound West Group, Kitsap Transit, etc.)

**Public Outreach & Communication**

- Initiate public outreach for site attributes and for space needs
- Restart continuous communication platforms
- Get public outreach meetings scheduled ahead on calendars

**Space Programming/Needs Assessment**

- Conduct space & site programming
  - With Kitsap Regional Library for library
  - With Columbia Hospitality for event center
  - With other identified key stakeholders (Kitsap Bank, City Of Port Orchard, etc.)
  - With public and user groups via outreach
  - For other uses the design team may promote
- Prepare Draft Space Programming Report

**Site Analysis & Selection**

- Identify approximately three sites for consideration
- Conduct factfinding: utilities, preliminary geotechnical, preliminary environmental, zoning, shorelines, etc.
- Prepare comparison matrix: ownership, opportunities and restrictions, attributes for CEC program, developable envelope, ability to catalyze other development, ability to boost property values and merchant business, parking, access and transportation, etc.



- Develop preliminary design scheme (building and site concept) in order to test each site; describe and contrast outcomes (performance vs. goals and objectives, layout, function, other benefits); determine preferred alternative.

**RFM PHASE 1B:**  
**SCHEMATIC DESIGN**

**FURTHER DEFINE THE PROJECT, PROVIDE PRELIMINARY OPERATIONAL  
FEASIBILITY & REACH SCHEMATIC DESIGN PACKAGE (APPROX. 25% OVERALL;  
xx% SCHEMATIC DESIGN)**

Market Analysis, Financial Viability, and Risk Assessment

- Conduct event center analysis with market information and preliminary operational feasibility report
- Produce City Of Port Orchard portion of the feasibility study report.

Public Outreach & Communication

- Continue public outreach for preferred alternative
- Maintain continuous communication platforms

Space Programming/Needs Assessment

- Review Kitsap Public Facilities District feasibility study report findings; finalize space programing as needed.
- Verify/confirm space needs and shared use scenarios with building users and key stakeholders.
- Provide Preliminary CEC Monetary Operational Feasibility Report

Site Analysis

- Prepare technical report to inform architectural and site design.
  - Final geotechnical, final utilities capacity, preliminary storm drainage report
  - Level 2 environmental, if needed
  - Biological Evaluation
  - Topographic Survey
  - Archeological and Cultural Resources Report including inadvertent discovery plan
- Provide shorelines mitigation and preliminary engineering report.

Property Ownership/Master Plan

- Assist City to work with public and private entities to determine ownership of the CEC property and proposed building.
- Update proposed Master Plan (?)
- Coordinate project attributes to City Of Port Orchard's consultant performing Downtown Subarea Plan.

Schematic Design

- Based on updated program information and feedback from the public and City Council, further develop preferred alternative preliminary design scheme (building and site) to approximate \_\_% schematic level

- Provide schematic level cost estimate and present to the City Council.

*Task 2 City Council Action. City to review preferred alternative with public entities and decide whether to accept additional \$600,000 (estimated) for Task 3.*

Notes:

Design Team fees support inherent management responsibilities, including meetings.

# EXHIBIT B

## SOUTH KITSAP COMMUNITY EVENT CENTER FEES PER KPFD-CPO INTERLOCAL AGREEMENT

JULY 10, 2020

ILA TASK	RFQ TASK	RFM PHASE	CONSULTANTS	PROPOSED FEE	DURATION	TASKS	DELIVERABLES
CONCEPTUAL DESIGN							
1	1.1 1.2.1 1.2.2	1A	ARCH TRANSPORTATION STRUCTURAL CIVIL SURVEY SHORELINE GEOTECH ENVIRONMENTAL BIOLOGIST HOSPITALITY	\$200,000	PER ILA/RFQ 9-12 MONTHS  PROPOSED 7 MONTHS	PROJECT PLANNING ESTABLISH GOALS AND OBJECTIVES COORDINATE EXISTING MASTER PLANNING EFFORTS REVIEW HISTORICAL PUBLIC INPUT PUBLIC OUTREACH SPACE PROGRAMMING NEEDS ASSESSMENT CONCEPT PLANNING HIGH LEVEL SITE ASSESSMENT	PROFESSIONAL SERVICE CONTRACT DRAFT MANAGEMENT PLAN PUBLIC OUTREACH REPORT SPACE PROGRAMMING REPORT (3) SITE ASSESSMENT ALTERNATIVES WITH DESIGN CONCEPT FOR EACH HIGH LEVEL TRAFFIC, GEOTECH, STRUCTURAL, SURVEY, SHORELINE, GEOTECH, ENVIRONMENTAL AND BIOLOGIST NARRATIVES FOR EACH SITE ALTERNATIVE
1.4	1.2.3	CITY COUNCIL & KPFD SITE SELECTION: MARKET ANALYSIS, FINANCIAL VIABILITY & RISK ASSESSMENT					
SCHEMATIC DESIGN							
2	1.2.4 1.2.5 1.2.6 1.2.7 1.2.8	1B	ARCH LANDSCAPE STREETSCAPE TRANSPORTATION STRUCTURAL CIVIL SURVEY SHORELINE GEOTECH HOSPITALITY MECHANICAL ELECTRICAL ENVIRONMENTAL BIOLOGIST ARCHAEOLOGICAL CULTURAL COST ESTIMATING	\$200,000	PER ILA/RFQ 6-9 MONTHS  PROPOSED 9 MONTHS	REVIEW KPFD'S FEASIBILITY REPORT PUBLIC OUTREACH SPACE PROGRAMMING NEEDS ASSESSMENT INVESTIGATION OF SELECTED SITE PROPERTY OWNERSHIP/MASTER PLAN SCHEMATIC DESIGN DETERMINE SCOPE FOR ILA TASK 3	INVESTIGATIVE REPORTS FOR SELECTED SITE: ENVIRONMENTAL ASSESSMENT PRELIM STORMWATER DRAINAGE REPORT PRELIM GEOTECH REPORT BIOLOGICAL EVALUATION TOPOGRAPHICAL SURVEY & CRITICAL AREAS SHORELINE CODE ANALYSIS ARCHAEOLOGICAL & CULTURAL RESOURCES REPORT (INCLUDING INADVERTENT DISCOVERY PLAN) UTILITIES CAPACITY EVALUATION (WATER/SEWER) TRAFFIC REPORT PRELIMINARY SCHEMATIC DESIGN CONCEPT PLANS COST ESTIMATE SPACE PROGRAMMING & PUBLIC OUTREACH REPORT SCHEMATIC DESIGN AND SITE PLAN DRAFT SCOPE FOR ILA TASK 3
2	1.2.9	CITY COUNCIL ACTION: FEASIBILITY STUDY TO START ILA TASK 3					

275 Fifth Street, Suite 100  
Bremerton, WA 98337  
Phone: (360) 377-8773  
rfmarch.com

## 2020 Hourly Billing Rates

Date of Proposal:

Project:

Project No.:

The hourly billing rates shall be annually adjusted in accordance with normal salary review practices of Rice Fergus Miller.

Principal in Charge:	\$ 275.00
Senior Planner:	\$ 175.00 - \$ 275.00
Project Manager:	\$ 130.00 - \$ 190.00
Project Architect:	\$ 120.00 - \$ 190.00
Staff Architect:	\$ 125.00 - \$ 160.00
Project Designer:	\$ 115.00 - \$ 190.00
Staff Designer:	\$ 115.00 - \$ 155.00
Interior Designer:	\$ 90.00 - \$ 160.00
Technical Designer:	\$ 95.00 - \$ 155.00
Production Support:	\$ 85.00 - \$ 155.00
Graphics Visualization:	\$ 115.00 - \$ 125.00
Project Coordinator:	\$ 80.00 - \$ 120.00
Administrative Support Staff:	\$ 80.00 - \$ 120.00

SOUTH KITSAP COMMUNITY EVENTS CENTER  
PHASE 1 PROPOSED SCHEDULE

			YEAR	2020			2021																				
			MONTH	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR			
			WEEK STARTING DATE	6 13 20 27	3 10 17 24 31	7 14 21 28	5 12 19 26	2 9 16 23 30	7 14 21 28	4 11 18 25	1 8 15 22	1 8 15 22 29	5 12 19 26	3 10 17 24 31	7 14 21 28	5 12 19 26	2 9 16 23 30	7 14 21 28	5 12 19 26	2 9 16 23 30	7 14 21 28	4 11 18 25	1 8 15 22	1 8 15 22 29			
			RFM PHASE 1A CONCEPTUAL DESIGN									RFM PHASE 1B SCHEMATIC DESIGN									MAXIMUM SCHEDULE VARIANCE						
ILA TASK	RFQ TASK	RFM PHASE								CITY/KPFD SITE SELECTION 1/12 COUNCIL MEETING									CITY/KPFD FEASIBILITY TO START ILA TASK 3								
1	1.1	PROJECT PLANNING																									
	1.2.1	1A PUBLIC OUTREACH & PROGRAMMING																									
	1.2.2	SITE ASSESSMENT & CONCEPT PLAN																									
1.4	1.2.3	CITY/KPFD SITE SELECTION																									
	1.2.4	REVIEW KPFD FEASIBILITY REPORT																									
	1.2.5	ASSESS SITE ALTERNATIVES FOR OWNERSHIP																									
2	1.2.6	1B FINAL SITE INVESTIGATION																									
	1.2.7	PRELIMINARY SCHEMATIC DESIGN																									
		COST ESTIMATES																									
		PUBLIC OUTREACH																									
	1.2.8	SCHEMATIC DESIGN																									
2	1.2.9	CITY FEASIBILITY STUDY TO START ILA TASK 3																									
DESIGN MEETINGS																											





## City of Port Orchard

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

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### Agenda Staff Report

Agenda Item No.:	<u>Business Item 8K</u>	Meeting Date:	<u>May 9, 2023</u>
Subject:	<u>Approval of Road Closures for a Special</u>	Prepared by:	<u>Brandy Wallace, MMC</u>
	<u>Event: Fathoms O' Fun Festival 54th Grand</u>		<u>City Clerk</u>
	<u>Parade</u>	Atty Routing No:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

**Summary:** Staff received a special event application for the Fathoms O' Fun Festival 54<sup>th</sup> Grand Parade, scheduled for Saturday, June 24, 2023. The application state's the following:

**EVENT:** 54th Fathoms O' Fun Annual Grand Parade  
**TYPE:** Parade  
**DATE(S):** Saturday, June 24, 2023  
**TIME:** Setup starts 1:45 p.m., open to public at 6:00 p.m. until approximately 7:45 p.m. with teardown completed by 8:00 p.m.  
**LOCATION:** Downtown Port Orchard  
**CLOSURE(S):** Port Orchard Boulevard (1:45pm to 7:30pm); Bay Street/SR166, from Port Orchard Boulevard through Bethel Road (5:30pm to 7:45pm)

The required notice, pursuant to POMC 5.96.050(3), allowing citizens to provide written comments regarding how allowing the special event will impact their property, business, or quality of life has been published and to-date, the City has received no written concerns regarding this event taking place.

Staff and outside agencies have reviewed the application and are working towards ensuring safety measures and traffic control are in place.

The applicant is requesting closure of Bay Street/SR166 and several side streets. They are working with WSDOT for their approval. In the meantime, pursuant to Port Orchard Municipal Code 5.94.050(4), staff shall bring forward the special event application to the City council for approval when the event requires a street or highway closure.

Staff are in support of the highway and road closures as presented and are continuing to work on the final details of the event with the applicant, ensuring the highway and street closures are to the safety and traffic control standards outlined in City, State, and Federal codes.

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

**Recommendation:** Staff recommends the approval of the road closures, as presented.

**Motion for consideration:** I move to approve the road closures for 54th Fathoms O' Fun Annual Grand Parade event, scheduled for Saturday, June 24, 2023, as presented.

**Fiscal Impact:** None.

**Alternatives:** Deny the road closures and provide direction to staff.

**Attachments:** Application, including maps and traffic flow maps, and comments



## SPECIAL EVENT PERMIT APPLICATION

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96)

STANDARD PROCESSING FEE: \$50.00

### Event Overview

Name of event: Fathoms O' Fun Festival 54th Grand Parade	
Location of event: Downtown Bay Street	
Type of Event: <input type="checkbox"/> Festival <input type="checkbox"/> Walk/Run <input checked="" type="checkbox"/> Parade <input type="checkbox"/> Vendor Fair <input type="checkbox"/> Concert <input type="checkbox"/> Block Party <input type="checkbox"/> Other: _____	
Event or Organization Website: www.fathomsofun.org	
Description of event: Annual 54th Grand Parade with staging area on Port Orchard Blvd. Parade begins at 6 PM on Bay/PO Blvd and dispersal at Bethel Intersection.	

### Event Details

Set Up Starts:				Take Down Complete:		
Start Day: Saturday	Start Date: 6/24/2023	Start Time: 1:45pm(POBlv)	End Day: Saturday	End Date: 6/24/2023	End Time: 8pm approx	
Event Dates/Times: Indicate Dates/Times OPEN to attendees Sat-6/24/2023				Expected Daily Attendance:		
				Participants	Spectators	volunteers/staff
Day: Saturday	Date: 6/24/23	Start Time: 6PM	End Time: 8 PM	1,000	2000+	30+
Day:	Date:	Start Time:	End Time:			
Day:	Date:	Start Time:	End Time:			
Additional details: (attach additional pages as needed for additional days or details) PO Blvd. closes at 1:45 pm for parade staging; Bay Street closes at 5:30pm prior to parade start at 6pm. City puts out "no parking" signs earlier in week.						

## Admission Fees:

Does your event require a paid fee for participants and/or spectators?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does your event require minimum or suggested donation for participants and/or spectators?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Admission/participation fee/ suggest donations amount(s): Only charge a fee for politicians running for office (\$50) and political parties (\$150)		

## Organization Information\*

Name of Organization: Fathoms O' Fun Festival, Inc.					
Do you have an active City Business License?			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	What is your UBI number? 601 299 098
Point of Contact Name: Sharron King 360-871-1805 / Bob Morehouse 360-620-3363					
Street Address:			Mailing Address: (if different from street address) PO Box 312		
City:	State:	Zip:	City: Port Orchard	State: WA	Zip: 98368
Phone: 360-871-1805		Alternate Phone: 3607314027		Email: kingcreations@wavecable.com	

\*Please note the organization information provided may be shared for inquiries made on event details

## Insurance

The sponsoring organization must provide an insurance certificate, with endorsements, at least 30 days prior to the event with the City of Port Orchard shown as Additional Named Insured with minimum coverage to be as follows:

**\$1,000,000 Liability; \$1,000,000 Bodily Injury**

Special Event Insurance for events held at city-owned facilities can be purchased at [eventinsure.hubinternational.com/](http://eventinsure.hubinternational.com/).

## Parking Impacts

Have parking impacts been coordinated with neighbors (residential/business)? ☒ Yes ☐ No ☒ Not Applicable

If yes, how will parking be provided for participants and visitors (including handicapped parking)? You may submit a map to show the available parking for this event in place of providing a written description below.

Not at this writing, but business will be notified of event via POBSA. Fathoms will also contract

for a shuttle bus to bring spectators to the downtown area and return them to designated area.



## Use of City Streets and/or State Highway

### STATE HIGHWAY:

Will this event require closure of a State Highway (most common is Bay Street/SR166)? ☒ Yes ☐ No

If yes, which highway: ☒ Bay Street/SR 166 ☐ Sedgwick Road ☐ Mile Hill Drive

*For State Highway Closures, the sponsoring organization must submit the application to the city at least 120 calendar days before the event date. Upon city approval of the event, the sponsoring organization shall seek permission from the Washington State Department of Transportation (WSDOT) by completing an online application. Once permission is granted from WSDOT, a copy of the Letter of Acknowledgment or an Agreement will need to be provided to the city 45 days prior to the event. WSDOT's online application is located at: <https://www.wsdot.wa.gov/contact/events/special-events>*

**CITY PROPERTY/STREETS (Right-of-way):** Port Orchard Municipal Code 5.94.020(7) states "Right-of-way (ROW)" means any road, public parking lot, city street, highway, boulevard or place in the city open as a matter of right to public travel and shall include arterials, neighborhood streets, alleys, bicycle paths and pedestrian ways; including streets or portions thereof which are designated as portions of the state highway system."

Will this event require closure of any of the below public property/ right-of-way? ☐ Yes ☒ No

If yes, indicate what type of public property is requested to be closed and the location (select all that apply):

#### City Park(s):

☐ Van Zee Park  
☐ Paul Powers  
Park

☐ McCormick  
Village Park  
☐ Central Park

☐ Etta Turner  
Park  
☐ Givens Park

☐ Rockwell Park

#### Parking Lot(s):

- ☐ Lot 1: between Orchard and Frederick streets on the north side of Bay Street
- ☐ Lot 2: between Frederick Street and Sidney Avenue, north of Bay St.
- ☐ Lot 3: five rows of parking west of Harrison Ave and east of and parallel to the library
- ☐ Lot 4: all parking east of Lot 3 and Harrison Ave and west of the Marina Park
- ☐ Lot 5: all parking on City Hall property in front of the Police department
- ☐ Lot 6: abutting the landscaped area at the SW corner of the Bay St and Dekalb St intersection
- ☐ Lot 7: all parking spaced located on the library property which is limited to library staff only
- ☐ Lot 8: employee parking lot east of City Hall adjacent to Prospect Alley which is between Kitsap Street and Prospect Street.

**Sidewalk(s):** Parade spectators along Bay Street

Street(s):

*If requesting street or highway closure, fill out the "Details of Closure" section below and provide a traffic control plan of the area impacted.*

### Traffic Control Plan:

A traffic control plan is required for all street and highway closures and **must be submitted with this application**.  
See example Site Plan. The following is required to be on the plan(s):

- ☒ **Detour route(s)**      ☐ **Pedestrian and Bicycle routes**      ☒ **Volunteers:** how many, where, how long, etc.
- ☒ **Signs/Barriers:** How many, what kind of signs, where will they be located, who is putting them up, who will be taking them down, etc.
- ☒ **Certified flaggers:** how many will there be, where will they be stationed, what time will they be there, what time will they be gone, etc.

Should your event require traffic control and certified flaggers to manage the road closures, provide the following information:

Name of the Traffic Control company: <b>Integrity Traffic Control</b>		
Point of Contact Name: <b>Local: Jon Hohol (FOF). 360-990-5889</b>		
Phone: <b>1-503-502-5339 (Integrity)</b>	Alternate Phone: <b>Jon Hohol (FOF)</b>	Email: <b>jnhohol@gmail.com</b>

### Details of Closure(s):

Street Name:	Between (cross street):	And (cross street):	Start Date:	Start Time:	End Date:	End Time:
<b>PO Blvd</b>	<b>Tremont</b>	<b>Hwy 166</b>	<b>6/24/2023</b>	<b>1:45PM</b>	<b>6/24/2023</b>	<b>7:30pm appx</b>
<b>Hwy 166</b>	<b>PO Blvd</b>	<b>Bethel Ave</b>	<b>6/24/2023</b>	<b>5:30PM</b>	<b>6/24/2023</b>	<b>7:45-8pm appx</b>

Additional details: (attach additional pages as needed for more streets and/or more details about use.)  
See parade route map for streets that access Hwy 166 from PO Blvd. to Bethel (Same as last years TCP).



## Alcohol Sales/Services

The sale, service and consumption of alcoholic beverages are subject to Washington State Liquor & Cannabis Board (WSLCB) regulations, licensing, and permit requirements. WSLCB Special Occasion and other Licenses and related fees for alcohol sales/service at events are not included in the City's Special Event Permit. Visit the WSLCB website, <https://lcb.wa.gov/> for additional information and to apply for the appropriate license / Permit.

Will alcohol be sold or consumed at your event? ☐ Yes\* ☒ No

*\*If yes, you must contact the Washington State Liquor and Cannabis Board for a special liquor license.*

## Food Sales/Service

**You will need to reach out to the Kitsap Public Health District as they may require a temporary food establishment permit. Visit their website at [https://kitsappublichealth.org/FoodSafety/food\\_vendors.php](https://kitsappublichealth.org/FoodSafety/food_vendors.php) or call (360) 728-2235 for information.**

Will your event have any food service and/or sales? ☐ Yes ☒ No If yes, how many: \_\_\_\_\_

Will your event have professional catering? ☐ Yes ☒ No If yes, how many: \_\_\_\_\_

Will your event have food truck(s)? ☐ Yes ☒ No If yes, how many: \_\_\_\_\_

Washington State Fire Code section 105.6.30 Mobile food preparation vehicles is defined as:

*An operational permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or utilize LP-gas systems or CNG systems. Contact Community Development.*

- [Food Truck Safety Handout](#)
- [Mobile Food Preparation Vehicle Permit Application](#)

## Garbage and Recycling

Collection Stations: How many bins are you providing as collection containers at your event?

Recycle USE CITY Garbage <sup>13 - see attached list</sup> \_\_\_\_\_

Will you manage your own recycling and garbage collection or will it be managed by a vendor?

Self-Haul ☒ Yes ☐ No List vendor/company, if applicable: \_\_\_\_\_

Detail your plan for waste management within the event area and surrounding neighborhood:

Waste Management dumpster will be placed in the last parking stall closest to the Library and boardwalk in Lot#3.

## Restrooms

Prove the number of restrooms that will be available to the public for your event: 28-see attached list

Below is an example of the estimated amounts needed per the amount of users recommended in the *FEMA Special Events Contingency Planning: Job Aids Manual*.

No. of users (50% male and 50% female)	Minimum number of portable toilets
Up to 240	3
250 to 499	4
500 to 900	6
1,000 to 1,999	12
2,000 to 2,999	25
3,000 to 3,999	38
4,000 to 4,999	50

## Master Multi-Vendor Event License

Will your event have vendors? ☐ Yes ☒ No

If so, how many anticipated exhibitors/vendors will be at your event? \_\_\_\_\_

If so, will they be selling merchandise and/ or food? ☐ Yes ☐ No - If you indicated Yes, please see the **Food** section on Page 4 of this application.

**POMC 5.96, if your event has two or more vendors engaged in public property vending, you are required to have a Master Multi-Vendor Event License (MMVEL). The MMVEL fee is \$15.00 per day or \$200 per month. POMC 5.96.020(3)(a) states the sponsor of the master event shall provide a list of participating vendors, their business names, their addresses and their State Tax Revenue Identification Numbers to the city clerk within three working days after the first day of the operation.**

- No public vending is allowed within twenty-five (25) feet of any municipal building, monument, or fountain, OR within ten (10) feet of intersection sidewalks.
- Vending devices must be removed from vending sites daily between the hours of 10:00 p.m. and 6:00 a.m.
- Vending devices and vending sites must always be clean and orderly. The vendor must furnish a suitable refuse container and is responsible for the daily disposal of refuse deposited therein. Refuse containers must be removed each day along with vending devices.
- Vendors may engage in public property vending only in the location specified in the public property license. The location shall be deemed the vending site.
- Utility service connections are not permitted, except electrical when provided with written permission from the adjacent property owner. Electrical lines are not allowed overhead or lying in the pedestrian portion of the sidewalk.
- No mechanical audio or noisemaking devices are allowed, and no hawking is allowed.
- A vinyl or canvas umbrella may be added to the vending device, but its open diameter may not exceed eight and one-half feet. Any part of the umbrella must have a minimum of seven feet of vertical clearance to the area on which the vending device stands.
- Individual vendor advertising signs may be placed only upon the vending device. Temporary master event advertising signs may be placed as approved by the city engineer; and
- No conduct shall be permitted which violates any other section of the Port Orchard Municipal Code.



## Tents

Does your event include a tent or membrane structure? ☐ Yes ☒ No ☐ Not Applicable

If yes, what is the tent size: \_\_\_\_\_ Does the tent have sides? ☐ Yes ☐ No ☐ Not applicable

**May be required to obtain a permit per POMC 20.200.016. Please contact Community Development (360) 874-5533.**

## Event Signage

Are you planning to put up temporary signs? ☒ Yes ☐ No

**POMC 20.132.290 "Temporary sign" (which may include special event sign) means any sign that is used temporarily and is not permanently mounted, painted or otherwise affixed, excluding portable signs as defined by this chapter, including any poster, banner, placard, stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability and rot prevention. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible, bendable or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20-ounce fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. Please contact the Community Development Department at (360) 874-5533 if you have questions or if you need to apply for a sign permit.**

## Amplified Sound

Does your event have any amplified sound? ☒ Yes ☐ No

Indicate dates/time of any amplified sound below:			
Day: Sat	Date: 6/24/2023	Start Time: 5:45	End Time: 7:30pm appx
Day:	Date:	Start Time:	End Time:
Day:	Date:	Start Time:	End Time:
Describe what sound will be amplified, and at what hours (e.g., 7:00am announcements, 8:00am background music, etc.): Parade announcers - noted on maps attached			
Describe what equipment will be used for amplified sound, and at what locations (show in maps): Kitsap Bank area: BKAT-their system; Bay&Sidney-Small speaker; Review Stand-2 speakers			
Describe schematics and direction of amplified sound (show in maps, attach supporting documents as needed) Announcing to crowd as parade units pass ...see attached			

**Noise levels generated shall not be in excess of allowable levels, consistent with POMC 9.24.050. For more information please contact the Port Orchard Police Department (360) 876-1700.**

## Site Map

A site map is **required** to be submitted which includes the following:

Vendors:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Beer Garden:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Signage:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Tents:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Public entrances and exits:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Road closures and detours:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Traffic patterns:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Fire Lanes:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Garbage/Recycling:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Barricades:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
First Aid:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Parking:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Restrooms:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable

If event is a run/walk, list start and stop locations and water/rest stations:

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
------------------------------	-----------------------------	--

## Release

I certify that the event for which this permit is to be used will not be in violation of any City of Port Orchard ordinance.

By applying for this special event permit, the organization or entity obtaining such permit agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from all claims, injuries, damages, losses, or suits, including attorney fees and costs, arising out of or in conjunction with the activities or operations performed by the applicant or on the applicant's behalf resulting from the issuance of this permit, except for injuries and damages caused by the sole negligence of the City.

**The information on this form is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.**

I, as the President or Chair of my organization, agree to the terms and conditions listed above.

Sharron E King

Digitally signed by Sharron E King  
Date: 2023.01.31 11:44:21 -08'00'

Sharron King

1/31/23

Signature of President/Chair of Organization

Print Name

Date

## Estimate

**Integrity Traffic**

13565 SW Tualatin-Sherwood Rd.  
Suite 800  
Sherwood OR 97140  
Phone (503) 502-5339

Estimate #: SMP(e)-10025

Estimate Date: 07/18/2022

**Billing Address**

Fathoms O' Fun Festival Inc - WA  
8251 SE O'Farrell Lane  
Phone: 360-871-1805

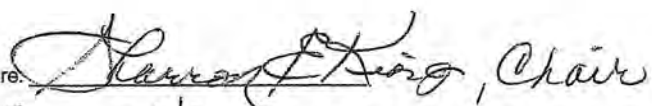
**Service Address**

Fathoms O' Fun Festival Inc - WA  
8251 SE O'Farrell Lane  
Port Orchard wa 98366

**Work Description**

Quoted for an 8-hour day.  
3 supervisors will be onsite free of charge  
all signs other than barricades will be provided free of charge

Product Name	Description	Qty	Total Price
Type 3 Barricade & Sign	Type 3 Barricade & Sign	27.00	\$432.00
01TCT - OT	1 Traffic Tech- Full Svc (OT)	8.00	\$736.00
01TCT - OT	1 Traffic Tech- Full Svc (OT)	8.00	\$736.00
01TCT - OT	1 Traffic Tech- Full Svc (OT)	8.00	\$736.00
01TCT - OT	1 Traffic Tech- Full Svc (OT)	8.00	\$736.00

Signature: 

Name: SHARPEN KING Date: 7/19/2022

Subtotal :

\$3,376.00

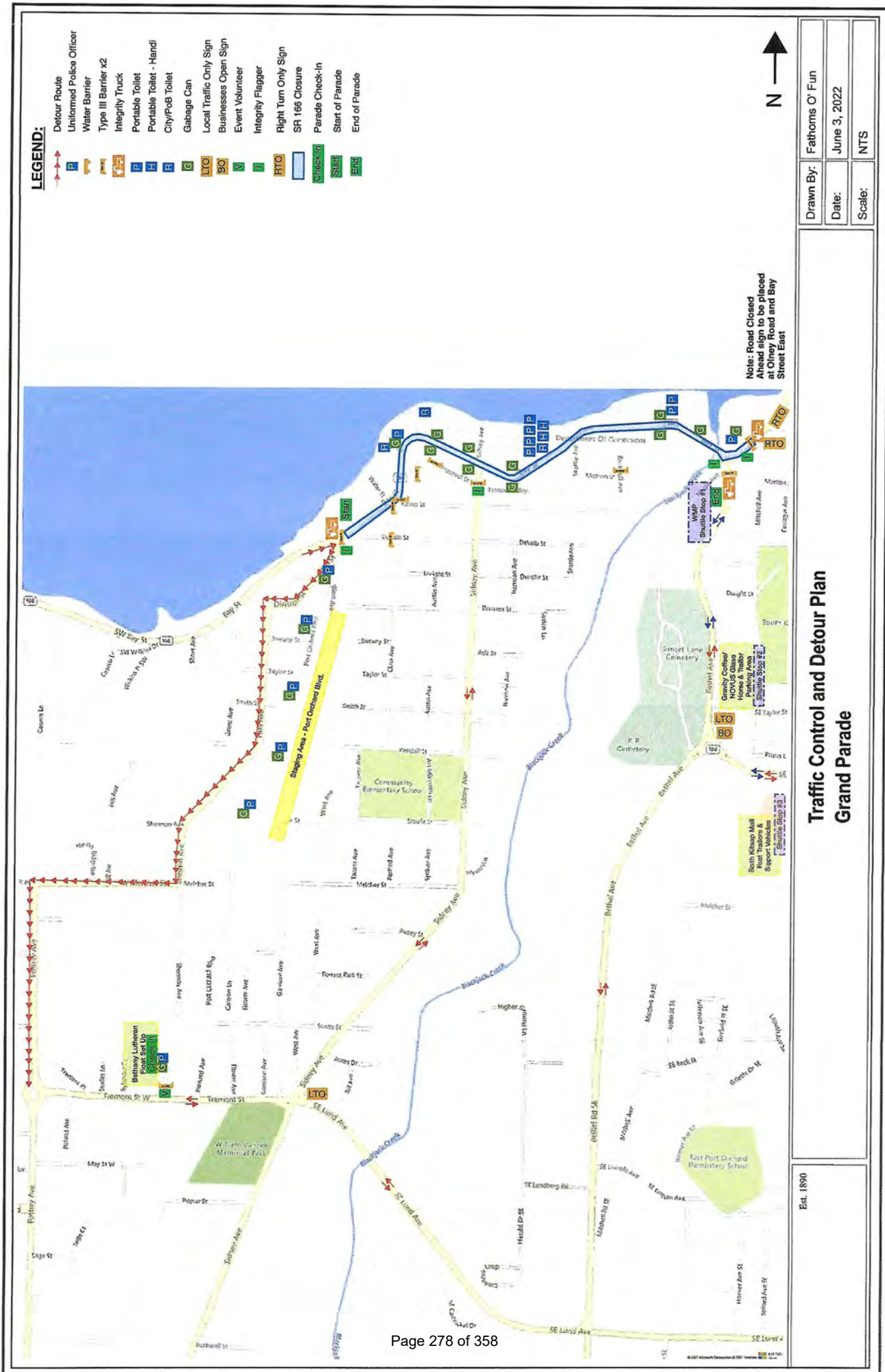
Tax :

\$0.00

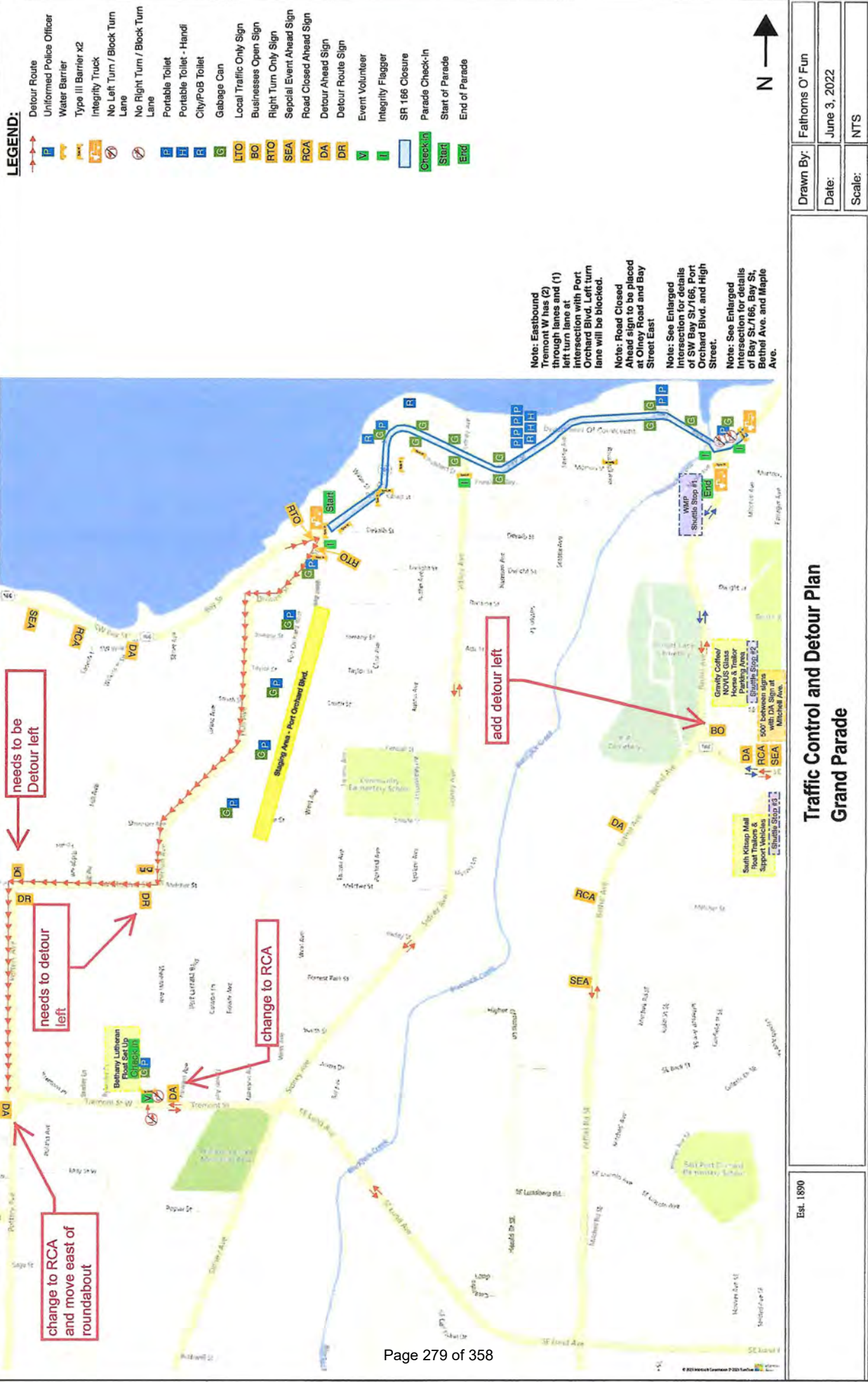
Total :

\$3,376.00





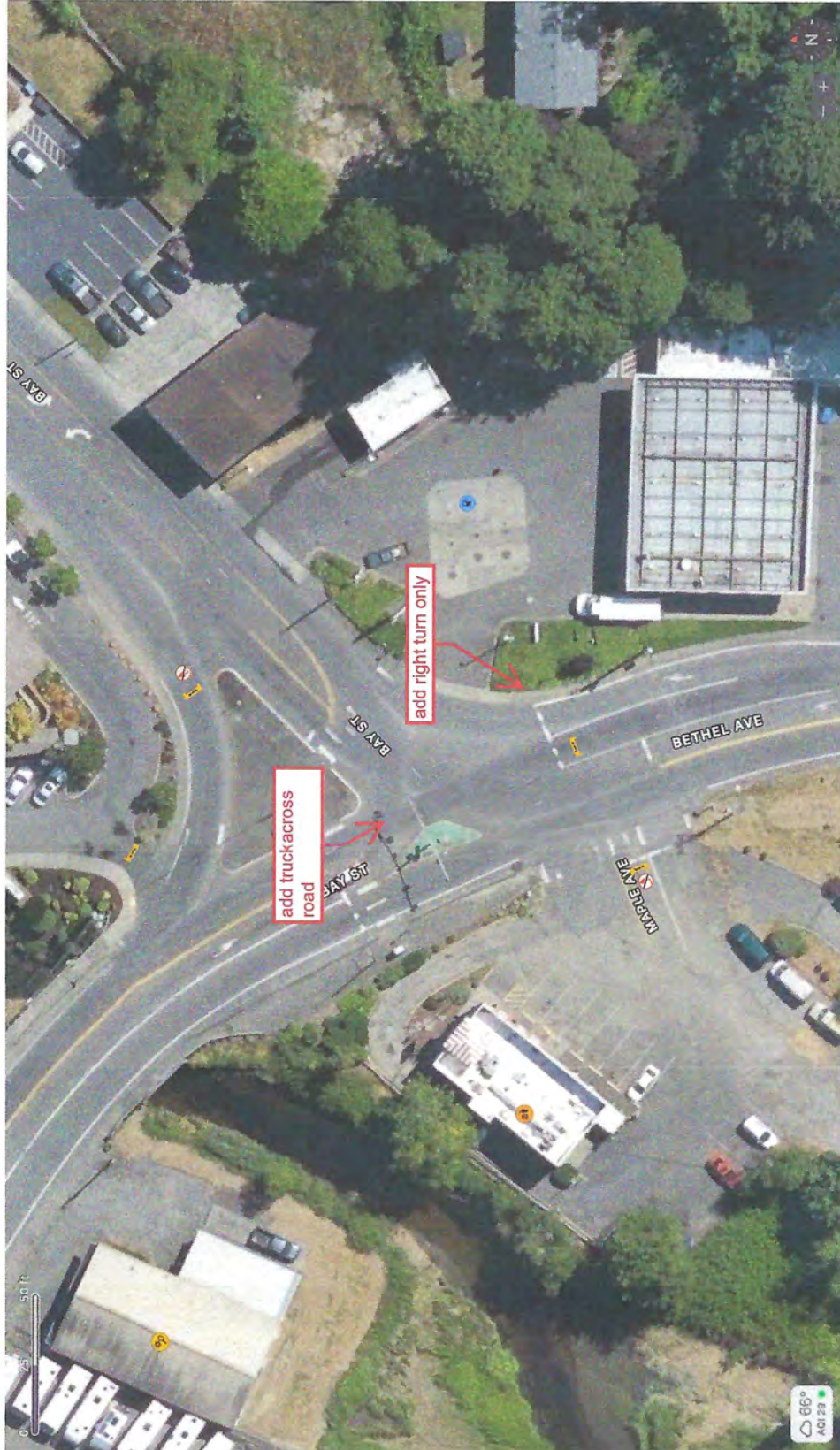






**LEGEND:**

- Detour Route
- Uniformed Police Officer
- Water Barrier
- Type III Barrier x2
- Integrity Truck
- No Left Turn / Block Turn Lane
- No Right Turn / Block Turn Lane
- Portable Toilet
- Portable Toilet - Handi
- City/POB Toilet
- Gabage Can
- Local Traffic Only Sign
- Business Open Sign
- Right Turn Only Sign
- Special Event Ahead Sign
- Road Closed Ahead Sign
- Detour Ahead Sign
- Detour Route Sign
- Event Volunteer
- Integrity Flagger
- SR 168 Closure
- Parade Check-In
- Start of Parade
- End of Parade



**Traffic Control and Detour Plan Grand Parade  
Bay St., Bethel Rd. & Maple Ave. Intersection**

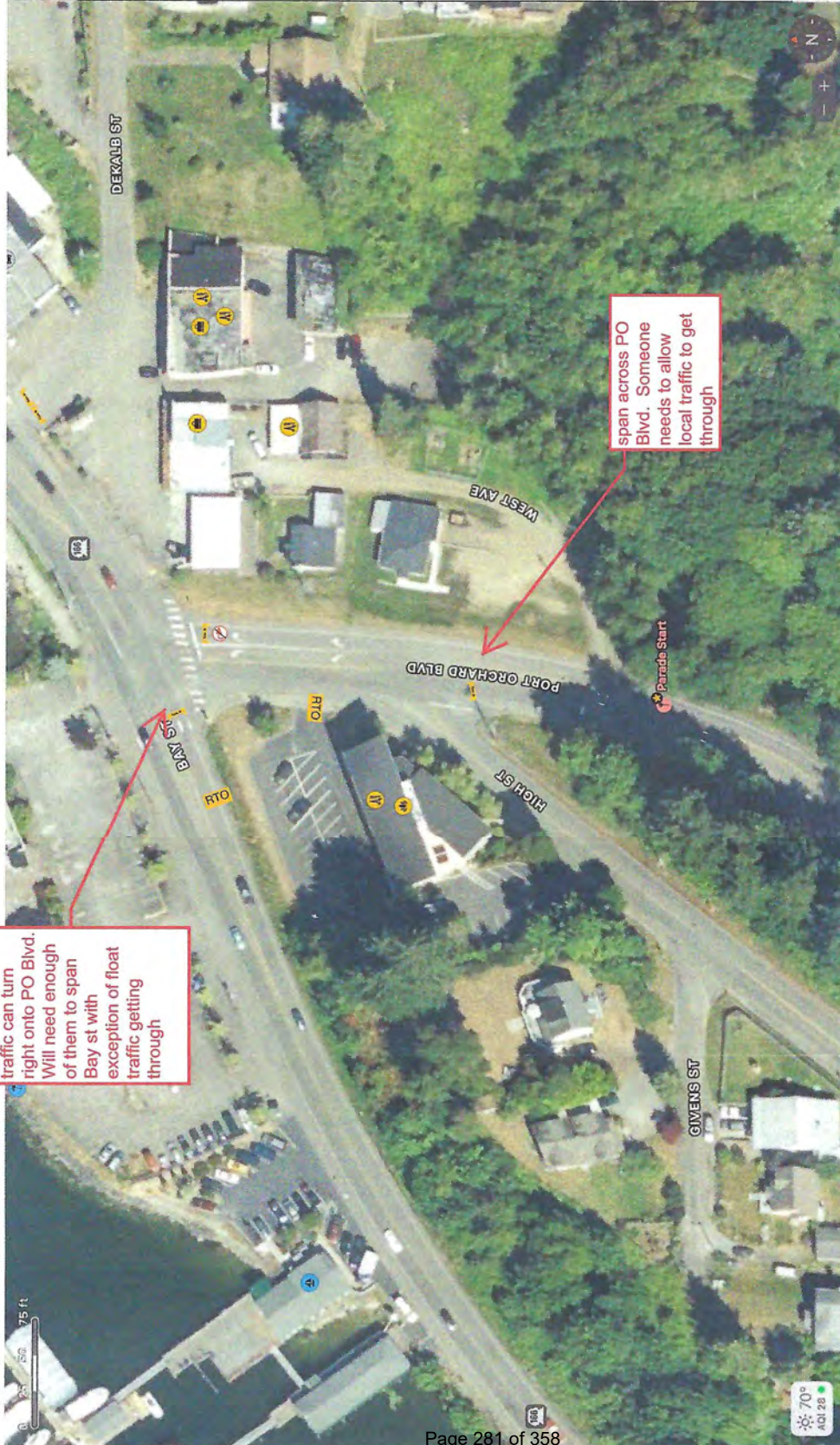
Drawn By:	Fathoms O' Fun
Date:	June 3, 2022
Scale:	NTS

Est. 1890



**LEGEND:**

- Detour Route
- Uniformed Police Officer
- Water Barrier
- Type III Barrier x2
- Integrity Truck
- No Left Turn / Block Turn Lane
- No Right Turn / Block Turn Lane
- Portable Toilet
- City/POB Toilet
- Gabage Can
- Local Traffic Only Sign
- Business Open Sign
- Right Turn Only Sign
- Special Event Ahead Sign
- Road Closed Ahead Sign
- Detour Ahead Sign
- Detour Route Sign
- Event Volunteer
- Integrity Flagger
- SR 166 Closure
- Parade Check-in
- Start of Parade
- End of Parade

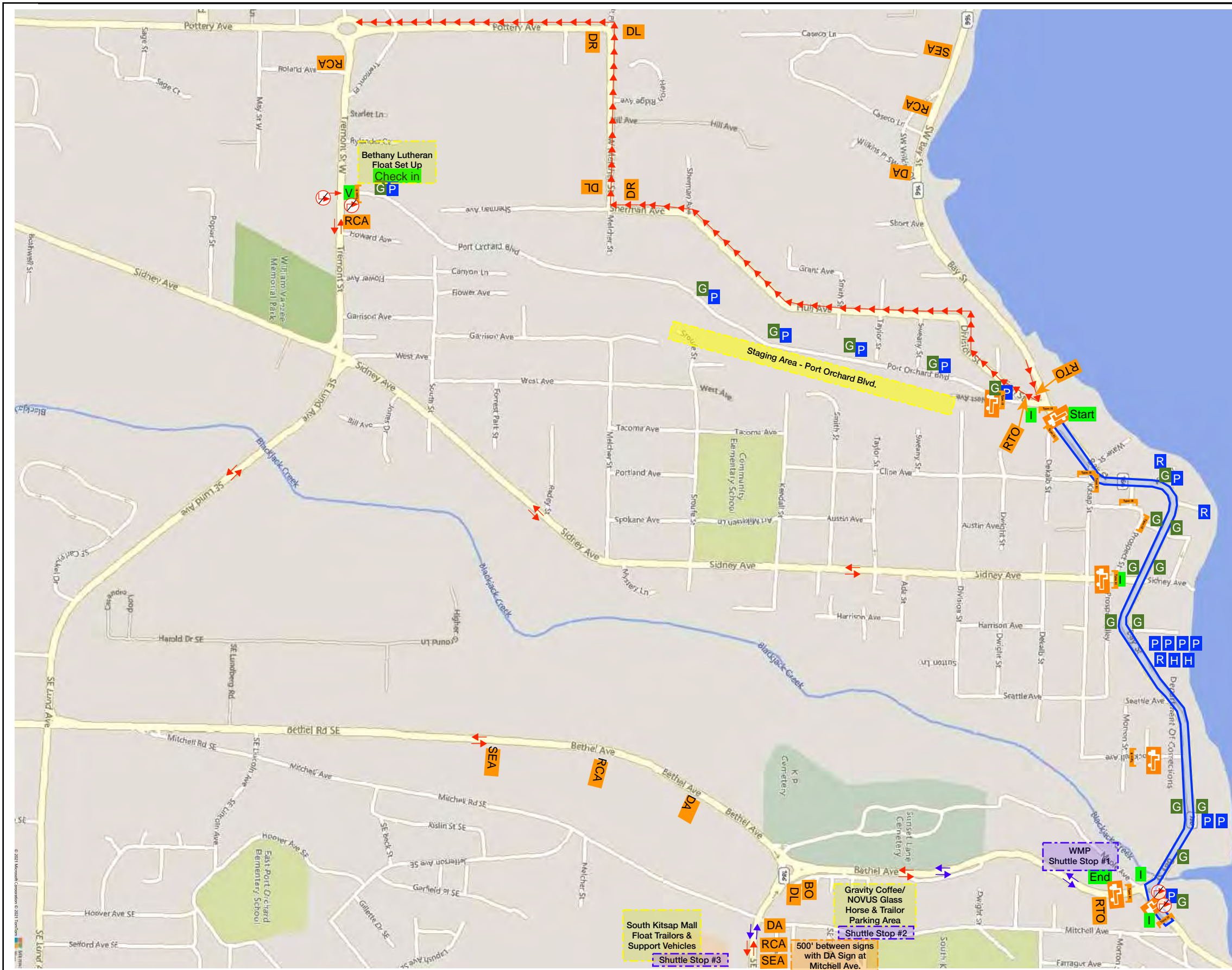


Drawn By:	Fathoms O' Fun
Date:	June 3, 2022
Scale:	NTS

**Traffic Control and Detour Plan Grand Parade  
Bay St./166, Port Orchard Blvd. & High St. Intersection**

Est. 1890





**LEGEND:**

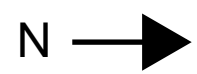
- Detour Route
- Uniformed Police Officer
- Water Barrier
- Type III Barrier x2
- Integrity Truck
- No Left Turn / Block Turn Lane
- No Right Turn / Block Turn Lane
- Portable Toilet
- Portable Toilet - Handi
- City/PoB Toilet
- Gabage Can
- Local Traffic Only Sign
- Businesses Open Sign
- Right Turn Only Sign
- Sepcial Event Ahead Sign
- Road Closed Ahead Sign
- Detour Ahead Sign
- Detour Left Sign
- Detour Right Sign
- Event Volunteer
- Integrity Flagger
- SR 166 Closure
- Parade Check-In
- Start of Parade
- End of Parade

**Note:** Eastbound Tremont W has (2) through lanes and (1) left turn lane at intersection with Port Orchard Blvd. Left turn lane will be blocked.

**Note:** Road Closed Ahead sign to be placed at Olney Road and Bay Street East

**Note:** See Enlarged Intersection for details of SW Bay St./166, Port Orchard Blvd. and High Street.

**Note:** See Enlarged Intersection for details of Bay St./166, Bay St, Bethel Ave. and Maple Ave.



Est. 1890

# Traffic Control and Detour Plan Grand Parade

Drawn By:	Fathoms O' Fun
Date:	June 3, 2022
Scale:	NTS



**ATTACHMENT TO FATHOMS O' FUN SPECIAL EVENT REQUEST FOR 53rd ANNUAL GRAND PARADE, June 25, 2022**

1. Port Orchard Boulevard **MUST BE CLOSED** to all traffic except parade traffic **from 1:45 pm until the last parade participants are off Port Orchard Boulevard (approximately 7:30 pm)**. The parade participants will begin to arrive on Port Orchard Boulevard starting at 1:45 pm, utilizing the downhill lane. The barricades and cones will be needed at the top and bottom of Port Orchard Boulevard prior to 1:45 pm. The 10-12 festival floats from other communities will arrive first, park in the Bethany Lutheran Parking area to unload and assemble their floats, as they must be ready for judging by 4 pm. The other participants will arrive between 2 pm and 5:30 pm. The parade will form in the downhill curb lane. The center lane will be kept open for **down hill parade traffic only**, the uphill lane for emergency vehicles and Parade Officials' route control vehicles.
2. **Bay Street from Port Orchard Boulevard through its intersection with Bethel Road should be cleared of parked cars and closed by 5:30 pm.** The parade will start at 6 pm and will move east on Bay Street to Bethel Road, the dispersal point. Walking units will disperse on Beach Drive, equestrian units up the hill a little ways on Bethel Road (at the Mattress store on right side), and floats will travel up to the Armory as last year. Fathoms O' Fun will provide volunteer Parade Marshals along Bay Street to keep the parade moving at a steady pace.
3. Public Safety, traffic and crowd control will be provided by Integrity Traffic Control Company.
4. Portable Handy Kans provided by Hemley's will be placed as follows:  
8-10 Handy Kans and trash bags will be spaced at intervals on Port Orchard Boulevard for the use of the parade participants.
  - 1 Handy Kan placed at Kitsap Bank where BKAT TV will be located
  - 2 Handy Kans will be at the Bruce Titus Ford location close to review stand
  - 2 Handy Kans will be placed at West Bay Shopping Center
  - 3 Regular Handy Kans at the POB restroom Area
  - 2 Handicap Handy Kans at the POB restroom Area
  - 3 POB Women's Restroom area toilets
  - 3 POB Men's Restroom area toilets
  - 1 POB outside sani-can at the end of the restroom buildingTotal of 27 - In addition, there is the City owned toilet near Kitsap Bank and the POB owned toilets at the Marina Parking across from City Hall  
  
Additionally, the last units in the Parade include Fathoms trucks who collect garbage and containers. The parade viewers help in this effort and aid in the collection effort to clear the streets and sidewalks.
5. Prior to parade day, the businesses on Bay Street will receive a schedule of events that will be held in the downtown area.
6. We plan to hire a shuttle van to move vehicle drivers back from the dispersal areas to their parade units, i.e., float crews and horse units, on Port Orchard Boulevard. The van will run

continuously from 3 pm to 5:30 pm. Spectators are expected to use Kitsap Transit regularly scheduled bus service from outlying areas to downtown Port Orchard. Kitsap Transit will not schedule special service. We anticipate hiring two South Kitsap School District small school buses to haul spectators to the downtown area for the parade; however, we do not know how effective it will work at the end of the parade for people to catch the bus back to their parking area...patience.

7. Parade participants are not permitted to distribute materials from moving vehicles on the parade route. Some litter will be left behind by the spectators, but this has not been a major problem in the past. Trash containers will be provided by Fathoms throughout the parade route as show on the maps. Each equestrian unit will have their own clean up "Pooper Scooper" crew.

8. **Parade participants will be told** they cannot park on Port Orchard Boulevard before, during or after the parade. The city Public Works Department posts Bay Street with "NO PARKING" signs. Any violators will be towed at owner's expense.

9. Local property owners have been asked to give approval for use of their property for assembly and dispersal areas. Separate agreement letters are maintained, and "also insured" insurance certificates are provided to property owners when requested. We will again be using the Bruce Titus Ford parking lot for the reviewing stand.

10. Parade applications mailed out of county will include information regarding availability of overnight accommodations. Fathoms O' Fun does not provide lodging to parade participants, but encourages the use of city and county food and lodging providers.

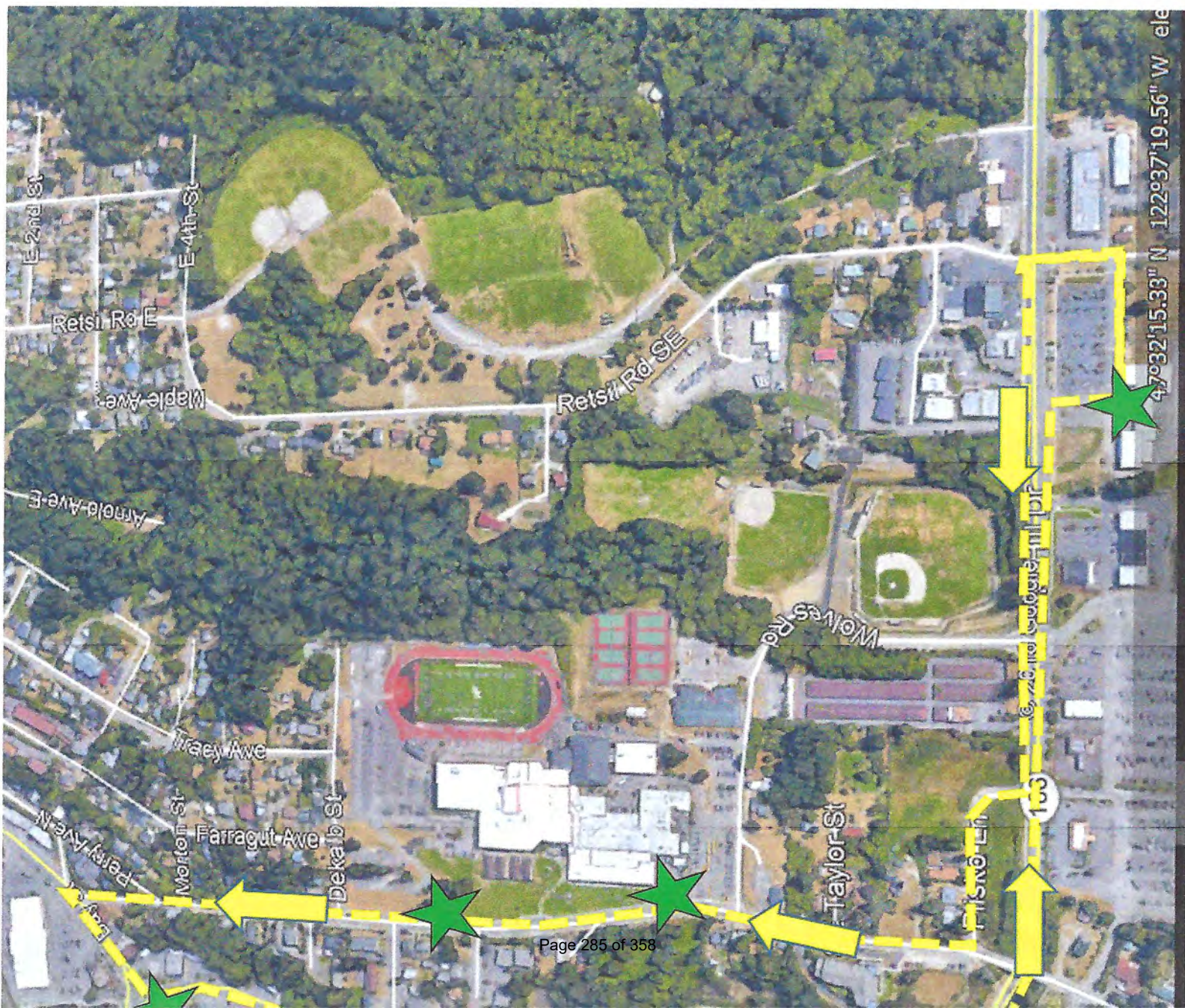
11. Fathoms O' Fun provides golf cart transportation during the parade formation period to move parade participants between the end of the parade route, the Mall area, and Port Orchard Boulevard.



PARADE SPECTATOR  
SHUTTLE

Continual loop from 5 PM to

- Armory – pull in and then
- Left on Mile Hill
- Right on Plisko
- Right on Mitchell
- Stop at Kitsap Bus Shelter
- Stop at entrance to SKHS (
- Proceed to Beach Drive
- Pull over by KFC and drop,
- Go up Bethel toward roun
- Proceed to Armory





**2023 FATHOMS O' FUN GRAND PARADE ALONG BAY STREET  
(Hemley's is supplier of Handy Kans)**

**RESTROOMS:**

**MAP #1 – Kitsap Bank**

- City Restrooms
- 1 Handy Kan (KB Drive Thru

**Map #2 – Waterfront Marina**

- 3 Regular Handy Kans
- 2 Handicap Sani-Cans
- 3 POB Women's Stalls
- 3 POB Men's Stalls
- 1 Sani-Can at rear of restroom facility

**Map #3 – (Comfort Inn & PO Ford Area)**

- 2 regular Handy Kans at entry into PO Ford used car area

**Map #4 – West Bay Center Area**

- 1 regular Handy Kan

**TRASH CANS:**

**Map #1 (Kitsap Bank Area)**

- 1 trash can by Handy Kan
- 2 trash cans on both sides of Sidney/Bay intersection
- 2 trash cans on both sides of Harrison/Bay intersection

**Map #2 – POB Marina**

- 1 trash can outside restroom facility

**Map #3 – (PO Ford)**

- 1 Trash can by Handy Kans
- 1 Trash can directly across street
- 1 trash can at Review Stand

**Map #4 – West Bay Center Area**

- 1 Trash can by Handy Kan

**RESTROOMS ALONG PORT ORCHARD BLVD**

7-10 Handy Kans – Dependent on number of entries

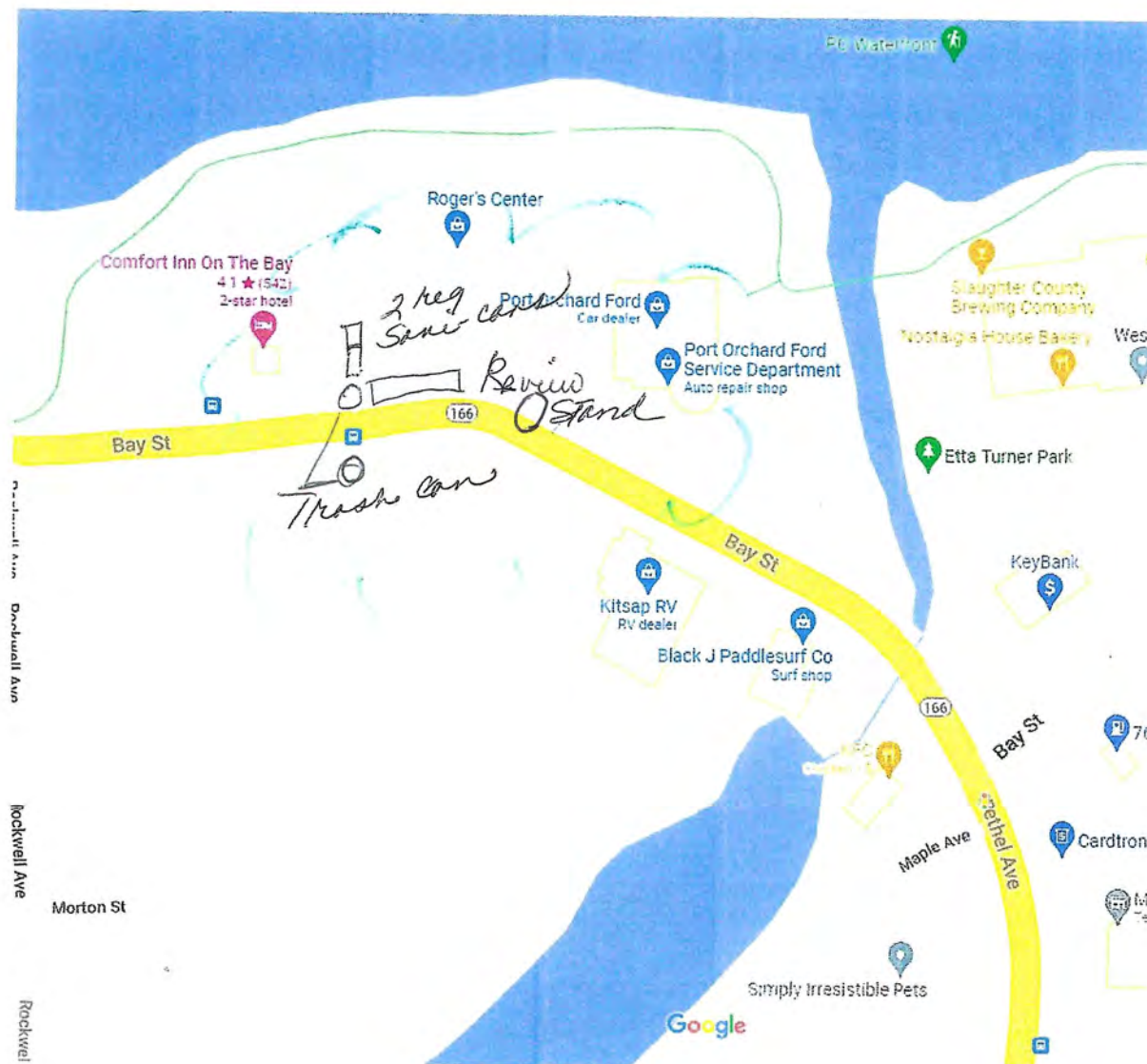
PARADE  
MAP # 1



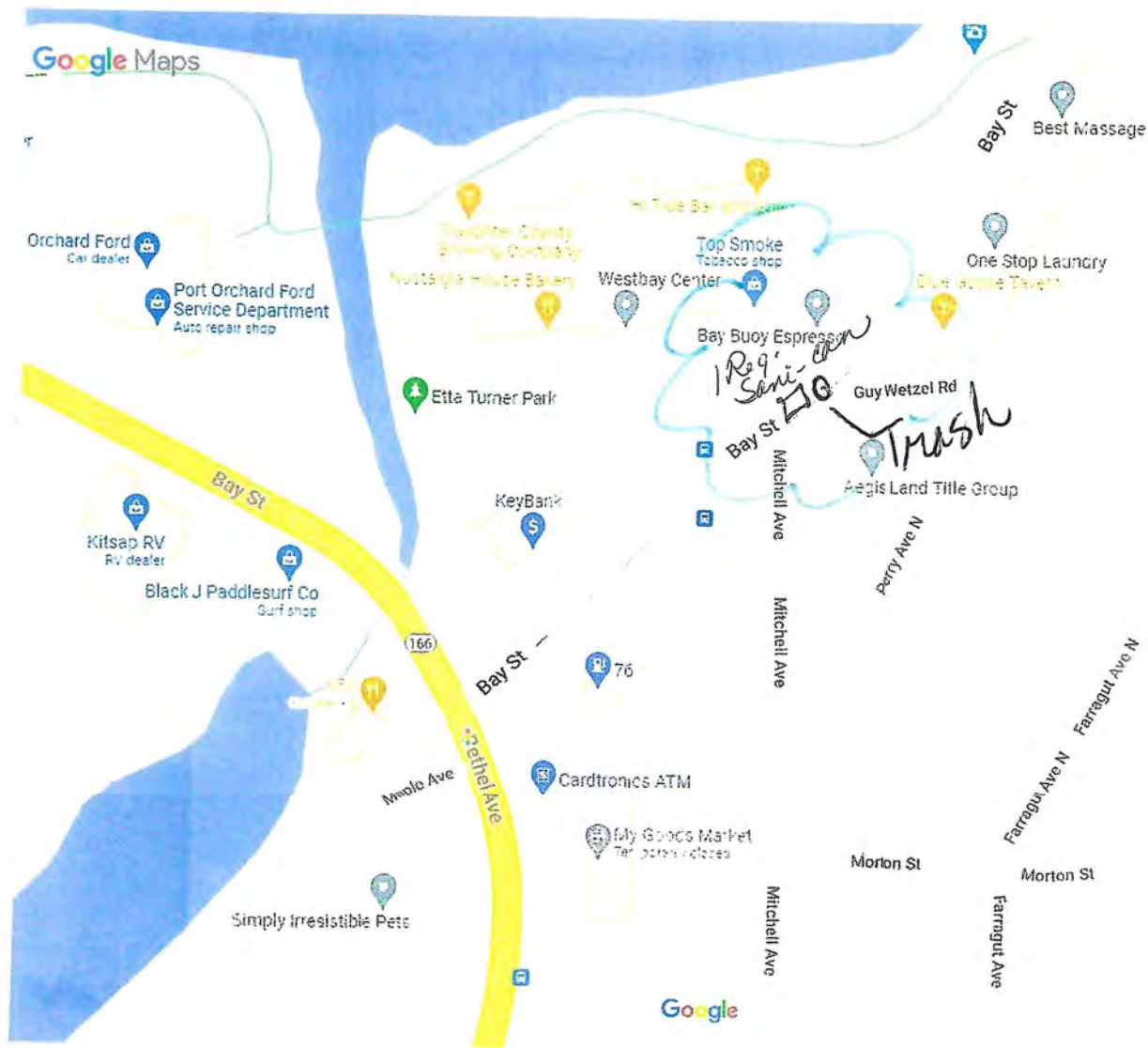
PARADE  
MAP #2



PARADE  
MAP #3







PARADE  
MAP #4



**PARADE ANNOUNCING:**

- 1) **BKAT TV announcing at Kitsap Bank Area ...facing east down Bay Street**

**Using their own equipment**

- 2) **FOF Volunteer Announcer at corner of bike shop...facing north**

**Using portable PA system (Block Buster)**

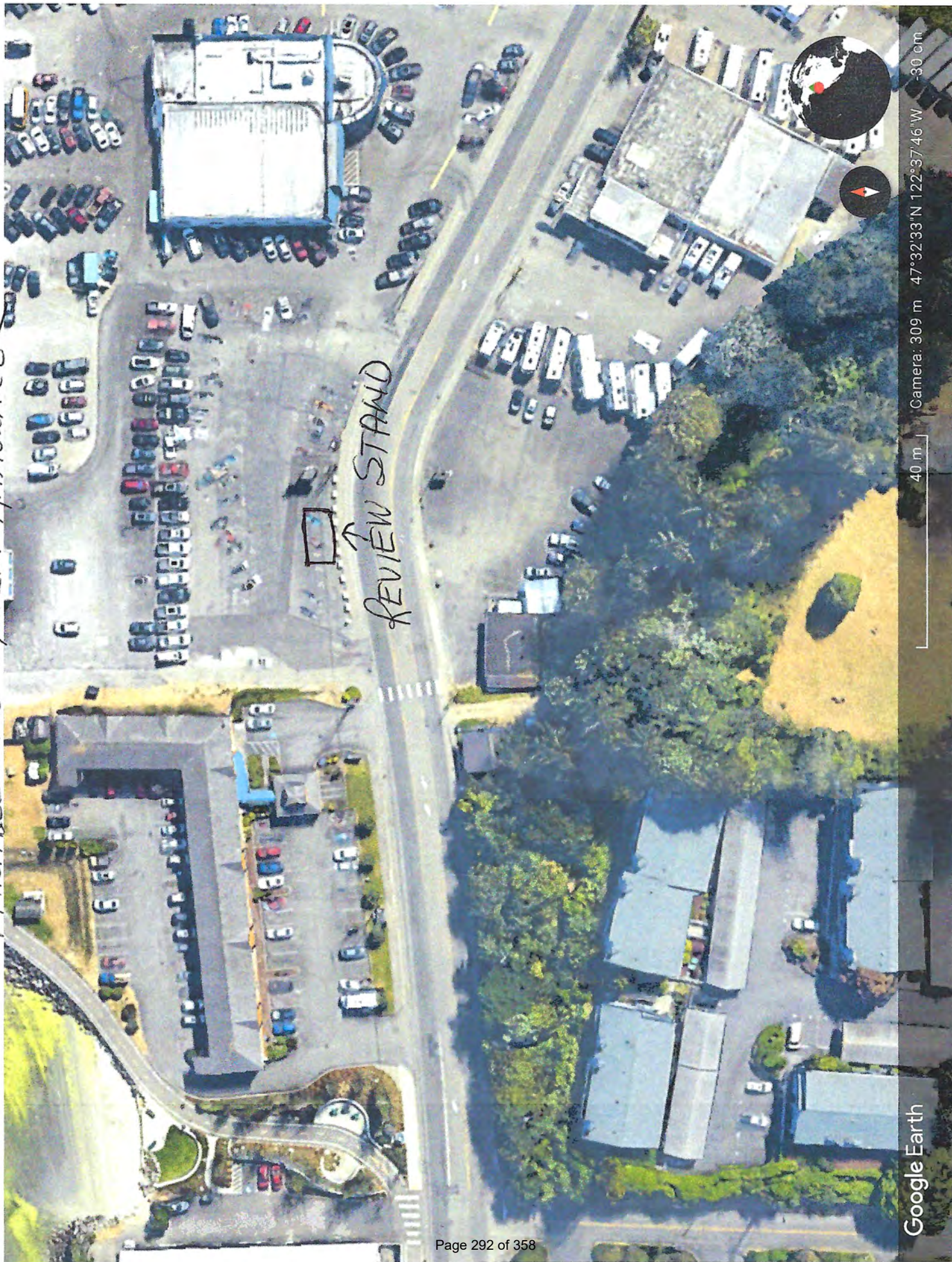
- 3) **Review Stand Volunteer Announcer...announcing east and south mainly, but sound carries west as well.**

**Using POB sound equipment, 2 stand up speakers facing east mainly**



PAPA DE SOUND SYSTEM ANNOUNCER

REVIEW STAND

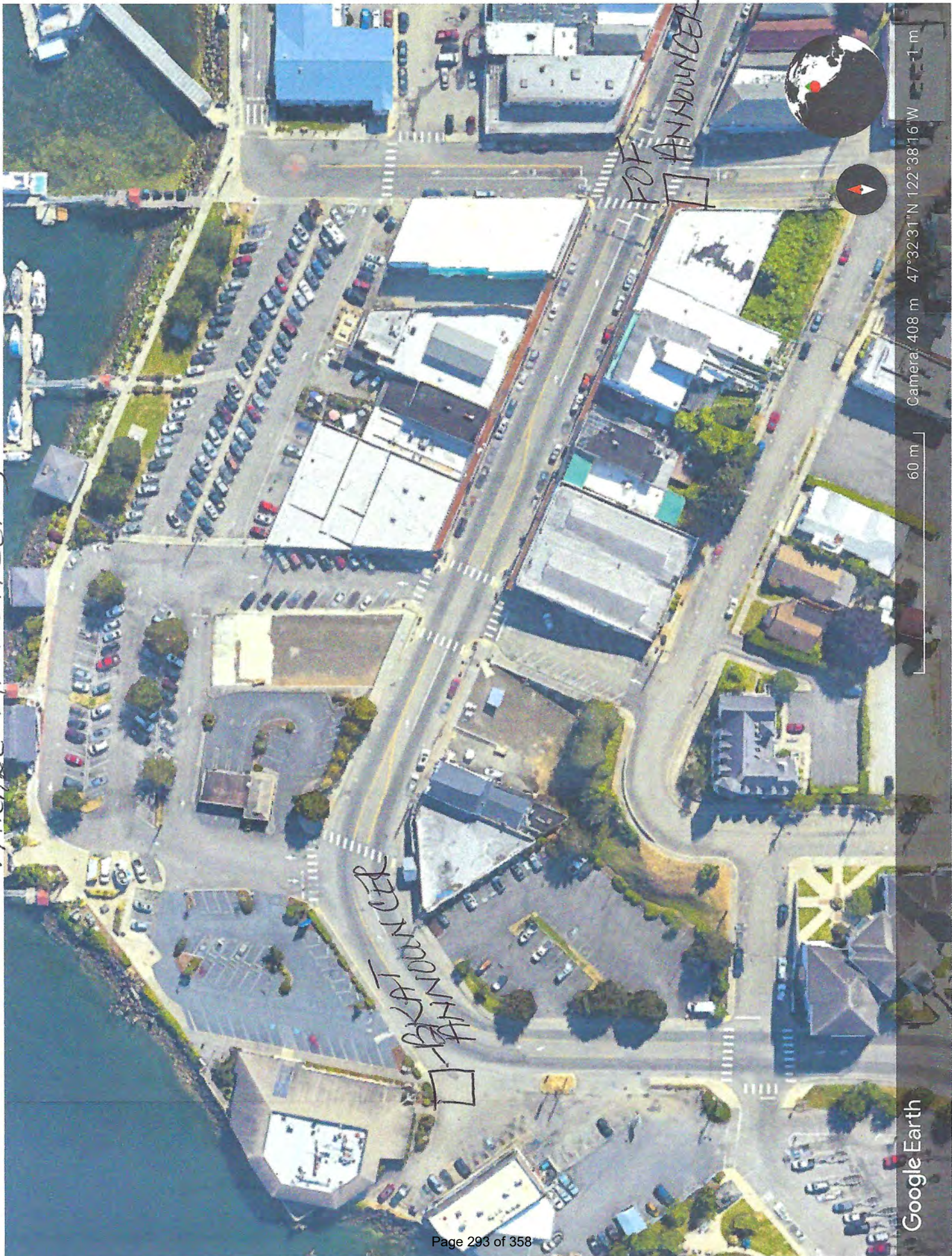




GRADE ANNOUNCERS

ANNOUNCER

POP ANNOUNCER



Camera: 408 m 47°32'31"N 122°38'16"W 1 m

Google Earth





# **FATHOMS O' FUN FESTIVAL**

# **GRAND PARADE**

**ROAD CLOSURE!!**

**CUSTOMERS - IMPORTANT INFORMATION!**

**Saturday, June 24, 2023**

**HWY 166-BAY STREET WILL BE **CLOSED AT 5PM** TO  
ALL INCOMING TRAFFIC THROUGH TOWN FROM  
BETHEL & BAY ST. TO PORT ORCHARD BOULEVARD.**

**THE ROAD WILL OPEN AT THE  
CONCLUSION OF THE GRAND PARADE.**

**IF YOU HAVE PARKED YOUR VEHICLE ON THE NORTH  
SIDE OF THE DOWNTOWN BUSINESSES AND ARE NOT  
GONE BY 5PM, YOU WILL NOT BE ALLOWED TO LEAVE  
UNTIL AFTER THE PARADE IS CONCLUDED.**

**PLEASE PLAN ACCORDINGLY.  
THANK YOU FOR YOUR COOPERATION!**



## CITY OF PORT ORCHARD

### Public Works Director

216 Prospect Street, Port Orchard, WA 98366

Voice: (360) 876-4991 • Fax: (360) 876-4980

mdorsey@cityofportorchard.us

www.cityofportorchard.us

## SPECIAL EVENT APPLICATION REVIEW

TO: City Clerk's Office

FROM: Tony Lang - Public Works Director

DATE: April 3, 2023

RE: Special Event Application – Fathoms Grand Parade 2023

In response to the above-referenced Special Event Application dated January 31, 2023, the City of Port Orchard Public Works Department has the following comments that need to be met prior to approval:

Road Closures: An updated Traffic Control Plan needs to be submitted showing the appropriate modifications have been implemented on the plan based on Public Works comments from last year. The current TCP submitted still shows comments from last year. No modifications to the TCP have been implemented in the plan.

Event volunteers and/or flaggers shall not abandon their designated posts unless appropriately relieved from responsibility by another volunteer or flagger for the entire length of the event. Bay St shall remain closed until confirmation has been received that there are no obstructions remaining on Bay St. that may pose a hazard to motorists, vendors, spectators, and participants.

Sanitation Control and Cleaning: Placement of the garbage dumpster in Lot 3 shall require a Street Use Permit.





**PORT ORCHARD POLICE DEPARTMENT**  
SERVICE • HONOR • INTEGRITY

**MEMORANDUM**

**TO:** Brandy Wallace, City Clerk  
**FROM:** Matt Brown, Chief of Police  
**SUBJECT:** 2023 — Fathoms 54<sup>th</sup> Grand Parade  
**DATE:** April 3, 2023

A handwritten signature in blue ink, appearing to be "M. Brown", with a long horizontal line extending to the right.

There are no additional safety concerns with the special event plan for the Fathoms 54<sup>th</sup> Grand Parade. The police department will develop an internal operations plan to manage public safety the 3,000 spectators and participants anticipated to attend the event.

The following conditions need to be met before final approval:

- Event organizers, traffic control staff, and involved city Departments must meet in-person at least once during the planning process to discuss final traffic and public safety plans.
- Event organizers must provide cellular phone numbers for all lead contact persons involved with the event and with traffic control.
- Event organizers must develop a plan with downtown businesses to accommodate employees affected by the street closure.

## Brandy Wallace

---

**From:** Dayna Katula <Dayna.Katula@kitsappublichealth.org>  
**Sent:** Monday, March 27, 2023 12:58 PM  
**To:** Brandy Wallace  
**Subject:** RE: Special Event - Fathoms 54th Grand Parade

Hi Brandy,

Approve.

Thanks!

### Dayna Katula, RS | Program Manager

Food & Living Environment Program

Kitsap Public Health District

345 6th St., Suite 300 | Bremerton, WA 98337

(360) 728-2301 Office | (360) 633-9018 Cell | (360) 728-2235 Main

[Dayna.Katula@kitsappublichealth.org](mailto:Dayna.Katula@kitsappublichealth.org) | [kitsappublichealth.org](https://kitsappublichealth.org)



**From:** Brandy Wallace <bwallace@portorchardwa.gov>

**Sent:** Friday, March 17, 2023 3:28 PM

**To:** Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; prevention@skfr.org; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <Dayna.Katula@kitsappublichealth.org>

**Cc:** Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Jenine Floyd <jfloyd@portorchardwa.gov>; Kathy Garcia <kathyg@portofbremerton.org>

**Subject:** RE: Special Event - Fathoms 54th Grand Parade

**[WARNING]: Were you expecting this email?** It originated from outside the Health District and contains a link or attachment. Do not click links or open attachments unless you have been waiting to receive this email. If you are unsure please contact IT.

## Brandy Wallace

---

**From:** Angela Garcia  
**Sent:** Monday, April 3, 2023 10:29 AM  
**To:** Brandy Wallace  
**Subject:** RE: Special Event - Fathoms 54th Grand Parade

Brandy,

No comments from me on this one.

Thanks,

Angela Garcia CBO/CFM  
Deputy Director Community Development  
Building Official/Fire Code Official  
City of Port Orchard  
(360) 874-3130

Please note that my email address has changed to [agarcia@portorchardwa.gov](mailto:agarcia@portorchardwa.gov) . Please update your address book accordingly.

Please make official submittals to the Permit Center at [permitcenter@portorchardwa.gov](mailto:permitcenter@portorchardwa.gov) to ensure maintenance of an accurate Record.

**From:** Brandy Wallace <bwallace@portorchardwa.gov>  
**Sent:** Friday, March 17, 2023 3:28 PM  
**To:** Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; prevention@skfr.org; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <dayna.katula@kitsappublichealth.org>  
**Cc:** Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Jenine Floyd <jfloyd@portorchardwa.gov>; Kathy Garcia <kathyg@portofbremerton.org>  
**Subject:** RE: Special Event - Fathoms 54th Grand Parade

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Best Wishes,

Brandy Wallace, MMC, CPRO  
City Clerk/Assistant to the Mayor  
City of Port Orchard  
Direct (360) 876-7030  
Fax (360) 895-9029  
[www.portorchardwa.gov](http://www.portorchardwa.gov)

## Brandy Wallace

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**From:** Business Licensing  
**Sent:** Tuesday, March 21, 2023 2:29 PM  
**To:** Brandy Wallace; Tony Lang; Dan Schoonmaker; Angela Garcia; Josie Rademacher; Business Licensing; prevention@skfr.org; Kevin Futrell; Dayna Katula  
**Cc:** Chris Esguerra; Matt Brown; Jenine Floyd; Kathy Garcia  
**Subject:** RE: Special Event - Fathoms 54th Grand Parade

No comment, they have an active City license.

Thank you,

*Susan Unser*

Accounting Assistant II  
City of Port Orchard  
16 Prospect Street  
Port Orchard, WA 98366  
(360) 874-5529 / (360) 895-9029 FAX

Please visit our website at <https://portorchardwa.gov/>

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**From:** Brandy Wallace <bwallace@portorchardwa.gov>  
**Sent:** Friday, March 17, 2023 3:28 PM  
**To:** Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; prevention@skfr.org; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <dayna.katula@kitsapublichealth.org>  
**Cc:** Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Jenine Floyd <jfloyd@portorchardwa.gov>; Kathy Garcia <kathyg@portofbremerton.org>  
**Subject:** RE: Special Event - Fathoms 54th Grand Parade

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City Hall is open to the public, Monday through Friday 8am to 4:30pm. Emergency services are available 24 hours a day by calling 911.

*Please consider the environment before printing this e-mail.*

## Brandy Wallace

---

**From:** Kevin Futrell <kevinf@kitsaptransit.com>  
**Sent:** Friday, March 24, 2023 3:35 PM  
**To:** Brandy Wallace  
**Cc:** Sonya Zierden  
**Subject:** FW: [EXTERNAL] RE: Special Event - Fathoms 54th Grand Parade  
**Attachments:** Parade Details and Maps Reduced size.zip

Kitsap Transit has no issues with the proposed parade. Our last bus departs the PO Ferry terminal at 5:30pm and need access through before they closure similar to last year.

Kevin Futrell, JD

Kitsap Transit, Transit Service Planner  
360-478-6224 (office)  
Intraoffice Ext. 1004  
360-900-7095 (cell)

---

**From:** Brandy Wallace <bwallace@portorchardwa.gov>  
**Sent:** March 17, 2023 3:28 PM  
**To:** Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; prevention@skfr.org; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <dayna.katula@kitsappublichealth.org>  
**Cc:** Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Jenine Floyd <jfloyd@portorchardwa.gov>; Kathy Garcia <kathyg@portofbremerton.org>  
**Subject:** [EXTERNAL] RE: Special Event - Fathoms 54th Grand Parade

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## Brandy Wallace

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**From:** Hurguy, Josh <jhurguy@skfr.org>  
**Sent:** Friday, March 24, 2023 11:34 AM  
**To:** Brandy Wallace  
**Cc:** Goodwin, Cody  
**Subject:** RE: Special Event - Fathoms 54th Grand Parade

Good morning, Brandy,

SKFR has no concerns with this event. We will need some space dedicated for unit staging in the area of Sidney and Bay, north and south of the intersection, which has been handled via incident planning in conjunction with POPD for past events. We will have a bike team on hand, and I imagine we will be staffing up the EOC at Station 31 with PD again.

Thanks,

Josh

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**From:** Brandy Wallace <bwallace@portorchardwa.gov>  
**Sent:** Friday, March 17, 2023 3:28 PM  
**To:** Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; Prevention <Prevention@skfr.org>; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <dayna.katula@kitsappublichealth.org>  
**Cc:** Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Jenine Floyd <jfloyd@portorchardwa.gov>; Kathy Garcia <kathyg@portofbremerton.org>  
**Subject:** RE: Special Event - Fathoms 54th Grand Parade

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Brandy Wallace, MMC, CPRO  
City Clerk/Assistant to the Mayor  
City of Port Orchard  
Direct (360) 876-7030  
Fax (360) 895-9029

<https://link.edgepilot.com/s/ece0a8c4/L5wJ2jEuDOqAgsapGo8jLw?u=http://www.portorchardwa.gov/>

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## City of Port Orchard

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

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### Agenda Staff Report

Agenda Item No.:	<u>Business Item 8L</u>	Meeting Date:	<u>May 9, 2023</u>
Subject:	<u>Approval of Road Closures for a Special</u>	Prepared by:	<u>Brandy Wallace, MMC</u>
	<u>Event: South Kitsap 2023 Graduation</u>		<u>City Clerk</u>
	<u>Cruise</u>	Atty Routing No:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

**Summary:** Staff received a Special Event application for the South Kitsap 2023 Graduation Cruise, scheduled for Friday, June 9, 2023. The application state's the following:

**EVENT:** South Kitsap 2023 Graduation Cruise  
**TYPE:** Parade of Cars  
**DATE(S):** Friday, June 9, 2023  
**TIME:** Setup starts on 6/9 at 6:30PM, Cruise will start at 7PM until approximately 8:30PM  
**LOCATION:** Downtown Port Orchard Bay Street/SR166  
**CLOSURE(S):** Orchard Avenue, Port Street, Frederick Avenue, Sidney, Port Orchard Blvd, Parts of Kitsap Street and Cline Avenue and parking lots 1 and 2.

The required notice, pursuant to POMC 5.96.050(3), allowing citizens to provide written comments regarding how allowing the special event will impact their property, business, or quality of life has been published and to-date, the City has received no written concerns regarding this event taking place.

Staff and outside agencies have reviewed the application and are working towards ensuring safety measures and traffic control are in place.

The applicant is requesting closure of Bay Street/SR166 and several side streets. They are working with WSDOT for their approval. In the meantime, pursuant to Port Orchard Municipal Code 5.94.050(4), staff shall bring forward the special event application to the City council for approval when the event requires a street or highway closure.

Staff is in support of the highway and road closures as presented and is continuing to work on the final details of the event with the applicant, ensuring the highway and street closures are to the safety and traffic control standards outlined in City, State, and Federal codes.

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

**Recommendation:** Staff recommends the approval of the road closures, as presented.

**Motion for consideration:** I move to approve the road closures for the South Kitsap 2023 Graduation Cruise event, scheduled for Friday, June 9, 2023, as presented.

**Fiscal Impact:** None.

**Alternatives:** Deny the road closures and provide direction to staff.

**Attachments:** Application, including maps and traffic flow maps, and comments



## SPECIAL EVENT PERMIT APPLICATION

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96)

STANDARD PROCESSING FEE: \$50.00



### Event Overview

Name of event:	South Kitsap 2023 Graduation Cruise
Location of event:	Downtown Port Orchard
Type of Event:	<input type="checkbox"/> Festival <input type="checkbox"/> Walk/Run <input type="checkbox"/> Parade <input type="checkbox"/> Vendor Fair <input type="checkbox"/> Concert <input type="checkbox"/> Block Party <input type="checkbox"/> Other: <u>Car Cruise</u>
Event or Organization Website:	TBD
Description of event:	Graduation Car Cruise for the graduating South Kitsap High School Class of 2023

### Event Details

Set Up Starts:				Take Down Complete:		
Start Day:	Start Date:	Start Time:	End Day:	End Date:	End Time:	
Friday	6/9/2023	6:30PM	Friday	6/9/2023	9:00PM	
Event Dates/Times: Indicate Dates/Times OPEN to attendees				Expected Daily Attendance:		
				Participants	Spectators	
Day:	Date:	Start Time:	End Time:		volunteers/staff	
Friday	6/9/2023	7:00PM	8:30PM	200	300	
Day:	Date:	Start Time:	End Time:			
Day:	Date:	Start Time:	End Time:			
Additional details: (attach additional pages as needed for additional days or details)						
Certified flaggers will be used at required locations. Volunteers to assist as needed.						

## Admission Fees:

Does your event require a paid fee for participants and/or spectators?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does your event require minimum or suggested donation for participants and/or spectators?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Admission/participation fee/ suggest donations amount(s): \$0		

## Organization Information\*

Name of Organization: Whiskey Gulch CoffeePub					
Do you have an active City Business License?			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	What is your UBI number? 603176597
Point of Contact Name: Eric Worden / Kim Shaw / Robert McGee (360-710-6321)					
Street Address: 2065 Bay Street			Mailing Address: (if different from street address) PO BOX 594		
City: Port Orchard	State: WA	Zip: 98366	City: Port Orchard	State: WA	Zip: 98366
Phone: 360-710-8025		Alternate Phone: 360-516-371		Email: busybeeclean@gmail.com	

*\*Please note the organization information provided may be shared for inquires made on event details*

## Insurance

The sponsoring organization must provide an insurance certificate, with endorsements, at least 30 days prior to the event with the City of Port Orchard shown as Additional Named Insured with minimum coverage to be as follows:

**\$1,000,000 Liability; \$1,000,000 Bodily Injury**

Special Event Insurance for events held at city-owned facilities can be purchased at [eventinsure.hubinternational.com/](http://eventinsure.hubinternational.com/).

## Parking Impacts

Have parking impacts been coordinated with neighbors (residential/business)? ☐ Yes ☐ No ☒ Not Applicable

If yes, how will parking be provided for participants and visitors (including handicapped parking)? You may submit a map to show the available parking for this event in place of providing a written description below.

Parallel Street Parking will only be impacted. Marina, Street, and Public Parking are still

available through Harrison for use and transit access.

## Use of City Streets and/or State Highway

### STATE HIGHWAY:

Will this event require closure of a State Highway (most common is Bay Street/SR166)?

☒ Yes ☐ No

If yes, which highway:

☒ Bay Street/SR 166

☐ Sedgwick Road

☐ Mile Hill Drive

*For State Highway Closures, the sponsoring organization must submit the application to the city at least 120 calendar days before the event date. Upon city approval of the event, the sponsoring organization shall seek permission from the Washington State Department of Transportation (WSDOT) by completing an online application. Once permission is granted from WSDOT, a copy of the Letter of Acknowledgment or an Agreement will need to be provided to the city 45 days prior to the event. WSDOT's online application is located at: <https://www.wsdot.wa.gov/contact/events/special-events>*

**CITY PROPERTY/STREETS (Right-of-way):** Port Orchard Municipal Code 5.94.020(7) states "Right-of-way (ROW)" means any road, public parking lot, city street, highway, boulevard or place in the city open as a matter of right to public travel and shall include arterials, neighborhood streets, alleys, bicycle paths and pedestrian ways; including streets or portions thereof which are designated as portions of the state highway system."

Will this event require closure of any of the below public property/ right-of-way?

☒ Yes ☐ No

If yes, indicate what type of public property is requested to be closed and the location (select all that apply):

### City Park(s):

☐ Van Zee Park

☐ McCormick  
Village Park

☐ Etta Turner  
Park

☐ Rockwell Park

☐ Paul Powers  
Park

☐ Central Park

☐ Givens Park

### Parking Lot(s):

☐

Lot 1: between Orchard and Frederick streets on the north side of Bay Street

☐

Lot 2: between Frederick Street and Sidney Avenue, north of Bay St.

☐

Lot 3: five rows of parking west of Harrison Ave and east of and parallel to the library

☐

Lot 4: all parking east of Lot 3 and Harrison Ave and west of the Marina Park

☐

Lot 5: all parking on City Hall property in front of the Police department

☐

Lot 6: abutting the landscaped area at the SW corner of the Bay St and Dekalb St intersection

☐

Lot 7: all parking spaced located on the library property which is limited to library staff only

☒

Lot 8: employee parking lot east of City Hall adjacent to Prospect Alley which is between Kitsap Street and Prospect Street.

**Sidewalk(s):** Sidewalks will be open for public viewing and use to businesses.

Parking lots to be utilized by spectators prior to event.



Street(s): Bay Street between Harrison and Kitsap. Approx. event time 60-90minutes

**If requesting street or highway closure, fill out the "Details of Closure" section below and provide a traffic control plan of the area impacted.**

#### Traffic Control Plan:

A traffic control plan is required for all street and highway closures and **must be submitted with this application.**

See example Site Plan. The following is required to be on the plan(s):

- ☒ **Detour route(s)** ☐ **Pedestrian and Bicycle routes** ☒ **Volunteers:** how many, where, how long, etc.
- ☒ **Signs/Barriers:** How many, what kind of signs, where will they be located, who is putting them up, who will be taking them down, etc.
- ☒ **Certified flaggers:** how many will there be, where will they be stationed, what time will they be there, what time will they be gone, etc.

Should your event require traffic control and certified flaggers to manage the road closures, provide the following information:

Name of the Traffic Control company: <b>Sound Pacific Construction</b>		
Point of Contact Name: <b>Trissa White</b>		
Phone: <b>253-514-6226</b>	Alternate Phone:	Email: <b>trissa@soundpacificconst.com</b>

#### Details of Closure(s):

Street Name:	Between (cross street):	And (cross street):	Start Date:	Start Time:	End Date:	End Time:
<b>Bay St.</b>	<b>Kitsap</b>	<b>Cline</b>	<b>6/9/2023</b>	<b>6:30pm</b>	<b>6/9/2023</b>	<b>9:00pm</b>
<b>Bay St.</b>	<b>Frederick</b>	<b>Harrison</b>	<b>"</b>	<b>"</b>	<b>"</b>	<b>"</b>

Additional details: (attach additional pages as needed for more streets and/or more details about use.)  
See site plan for access restrictions to Bay from Orchard, Frederick, Sydney, Robert Geiger.

## Alcohol Sales/Services

The sale, service and consumption of alcoholic beverages are subject to Washington State Liquor & Cannabis Board (WSLCB) regulations, licensing, and permit requirements. WSLCB Special Occasion and other Licenses and related fees for alcohol sales/service at events are not included in the City's Special Event Permit. Visit the WSLCB website, <https://lcb.wa.gov/> for additional information and to apply for the appropriate license / Permit.

Will alcohol be sold or consumed at your event? ☐ Yes\* ☒ No

***\*If yes, you must contact the Washington State Liquor and Cannabis Board for a special liquor license.***

## Food Sales/Service

***You will need to reach out to the Kitsap Public Health District as they may require a temporary food establishment permit. Visit their website at [https://kitsappublichealth.org/FoodSafety/food\\_vendors.php](https://kitsappublichealth.org/FoodSafety/food_vendors.php) or call (360) 728-2235 for information.***

Will your event have any food service and/or sales? ☐ Yes ☒ No If yes, how many: \_\_\_\_\_

Will your event have professional catering? ☐ Yes ☒ No If yes, how many: \_\_\_\_\_

Will your event have food truck(s)? ☐ Yes ☒ No If yes, how many: \_\_\_\_\_

Washington State Fire Code section 105.6.30 Mobile food preparation vehicles is defined as:

*An operational permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or utilize LP-gas systems or CNG systems. Contact Community Development.*

- [Food Truck Safety Handout](#)
- [Mobile Food Preparation Vehicle Permit Application](#)

## Garbage and Recycling

Collection Stations: How many bins are you providing as collection containers at your event?

Recycle 0 Garbage 0

Will you manage your own recycling and garbage collection or will it be managed by a vendor?

Self-Haul ☐ Yes ☐ No List vendor/company, if applicable: \_\_\_\_\_

Detail your plan for waste management within the event area and surrounding neighborhood:

There is no waste anticipated for this event. Local businesses will be patronized.

City garbage cans are available for incidental refuse.

## Restrooms

Prove the number of restrooms that will be available to the public for your event: See Site Plan

Below is an example of the estimated amounts needed per the amount of users recommended in the *FEMA Special Events Contingency Planning: Job Aids Manual*.

No. of users (50% male and 50% female)	Minimum number of portable toilets
Up to 240	3
250 to 499	4
500 to 900	6
1,000 to 1,999	12
2,000 to 2,999	25
3,000 to 3,999	38
4,000 to 4,999	50

## Master Multi-Vendor Event License

Will your event have vendors? ☐ Yes ☒ No

If so, how many anticipated exhibitors/vendors will be at your event? 0

If so, will they be selling merchandise and/ or food? ☐ Yes ☒ No - If you indicated Yes, please see the **Food** section on Page 4 of this application.

***POMC 5.96, if your event has two or more vendors engaged in public property vending, you are required to have a Master Multi-Vendor Event License (MMVEL). The MMVEL fee is \$15.00 per day or \$200 per month. POMC 5.96.020(3)(a) states the sponsor of the master event shall provide a list of participating vendors, their business names, their addresses and their State Tax Revenue Identification Numbers to the city clerk within three working days after the first day of the operation.***

- No public vending is allowed within twenty-five (25) feet of any municipal building, monument, or fountain, OR within ten (10) feet of intersection sidewalks.
- Vending devices must be removed from vending sites daily between the hours of 10:00 p.m. and 6:00 a.m.
- Vending devices and vending sites must always be clean and orderly. The vendor must furnish a suitable refuse container and is responsible for the daily disposal of refuse deposited therein. Refuse containers must be removed each day along with vending devices.
- Vendors may engage in public property vending only in the location specified in the public property license. The location shall be deemed the vending site.
- Utility service connections are not permitted, except electrical when provided with written permission from the adjacent property owner. Electrical lines are not allowed overhead or lying in the pedestrian portion of the sidewalk.
- No mechanical audio or noisemaking devices are allowed, and no hawking is allowed.
- A vinyl or canvas umbrella may be added to the vending device, but its open diameter may not exceed eight and one-half feet. Any part of the umbrella must have a minimum of seven feet of vertical clearance to the area on which the vending device stands.
- Individual vendor advertising signs may be placed only upon the vending device. Temporary master event advertising signs may be placed as approved by the city engineer; and
- No conduct shall be permitted which violates any other section of the Port Orchard Municipal Code.

## Tents

Does your event include a tent or membrane structure? ☐ Yes ☒ No ☐ Not Applicable

If yes, what is the tent size: \_\_\_\_\_ Does the tent have sides? ☐ Yes ☐ No ☒ Not applicable  
**May be required to obtain a permit per POMC 20.200.016. Please contact Community Development (360) 874-5533.**

## Event Signage

Are you planning to put up temporary signs? ☒ Yes ☐ No

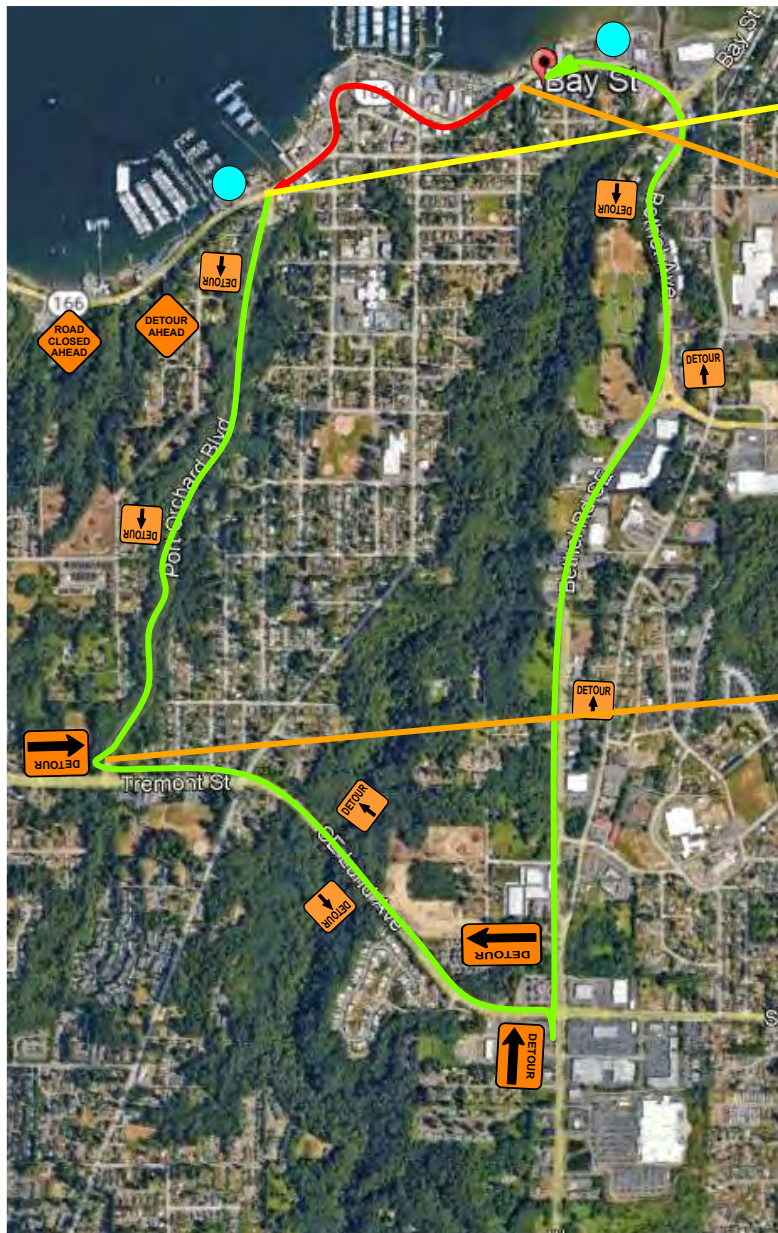
**POMC 20.132.290 "Temporary sign"** (which may include special event sign) means any sign that is used temporarily and is not permanently mounted, painted or otherwise affixed, excluding portable signs as defined by this chapter, including any poster, banner, placard, stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability and rot prevention. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible, bendable or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20-ounce fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. Please contact the Community Development Department at (360) 874-5533 if you have questions or if you need to apply for a sign permit.

## Amplified Sound

Does your event have any amplified sound? ☒ Yes ☐ No

Indicate dates/time of any amplified sound below:			
Day: 6/9/2023	Date: 6/9/2023	Start Time: 6:30pm	End Time: 9:00pm
Day:	Date:	Start Time:	End Time:
Day:	Date:	Start Time:	End Time:
Describe what sound will be amplified, and at what hours (e.g., 7:00am announcements, 8:00am background music, etc.): Music and DJ PA / Stage at the Brick House 2nd Floor Deck (714 Bay Street)			
Describe what equipment will be used for amplified sound, and at what locations (show in maps): PA / Music Speakers			
Describe schematics and direction of amplified sound (show in maps, attach supporting documents as needed) See site plan			

**Noise levels generated shall not be in excess of allowable levels, consistent with POMC 9.24.050. For more information please contact the Port Orchard Police Department (360) 876-1700.**



## PCMS Board

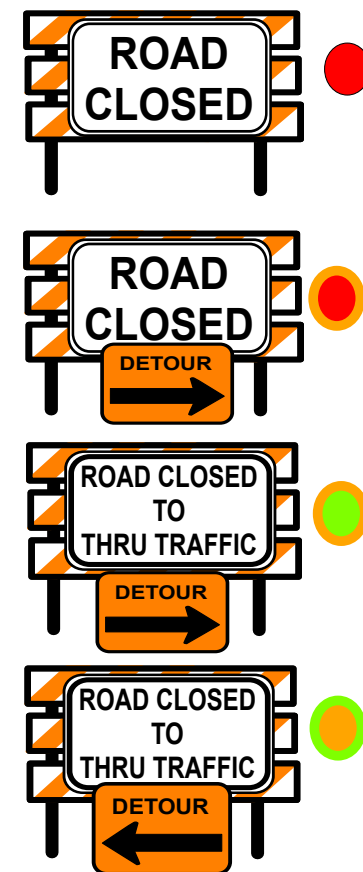
Bay St	June 9
will be	6:30-8:30
closed	use detour



PCMS Boards Will Be placed in advance one week prior

## PAGE 2 Detour Route Overview

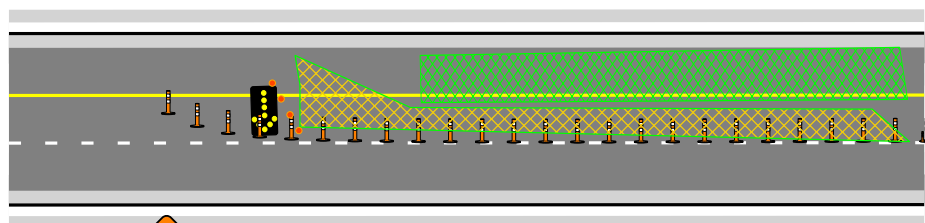




PAGE 1 overview of Bay St.

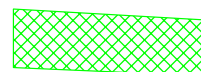
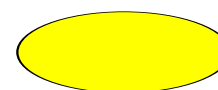
Plan is to have light at Sidney And Bay St, to be blacked out during parade. Volunteers will be at each road closure.



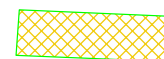


PAGE 3

Staging Area Port Orchard Blvd



Staging Area



Extra staging



Arrow Board

## Site Map

A site map is **required** to be submitted which includes the following:

Vendors:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Beer Garden:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Signage:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Tents:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Public entrances and exits:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Road closures and detours:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Traffic patterns:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Fire Lanes:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Garbage/Recycling:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Barricades:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
First Aid:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Parking:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Restrooms:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable

If event is a run/walk, list start and stop locations and water/rest stations:

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
------------------------------	-----------------------------	--

## Release

I certify that the event for which this permit is to be used will not be in violation of any City of Port Orchard ordinance.

By applying for this special event permit, the organization or entity obtaining such permit agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from all claims, injuries, damages, losses, or suits, including attorney fees and costs, arising out of or in conjunction with the activities or operations performed by the applicant or on the applicant's behalf resulting from the issuance of this permit, except for injuries and damages caused by the sole negligence of the City.

**The information on this form is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.**

**I, as the President or Chair of my organization, agree to the terms and conditions listed above.**

Robert P. McGee

Digitally signed by Robert P.  
McGee  
Date: 2023.03.21 16:44:02 -07'00'

Robert P. McGee 3/21/2023

Signature of President/Chair of Organization

Print Name

Date



**CITY OF PORT ORCHARD**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
216 Prospect Street, Port Orchard, WA 98366  
Phone: (360) 874-5533 • [planning@portorchardwa.gov](mailto:planning@portorchardwa.gov)

Date: April 21, 2023  
To: Brandy Wallace, City Clerk  
From: Josie Rademacher, Assistant Planner  
RE: 2023 Event Application for South Kitsap 2023 Graduation Cruise

The Department of Community Development has reviewed the 2023 Public Event application for the following event:

**Public Event Application:** South Kitsap 2023 Graduation Cruise

**Date:** Friday, June 9, 2023

**Location:** Downtown Port Orchard

**Organization:** Whiskey Gulch Coffee Pub

DCD has the following comments on this application.

**Event Signage Requirements:**

1. All such temporary signage shall be subject to the requirements of Port Orchard Municipal Code 20.132.270.

Per POMC 20.132.270 (5)(a) City Right-of-Way Outside of the Roadway. Temporary signs are prohibited in the roadway. Temporary signs on city right-of-way placed outside of the roadway must comply with the following requirements:

(a) Location. Allowed only between the property line and the back of the nearest curb, or where no curb exists, between the property line and the nearest edge of the roadway pavement. Signs may not be placed on sidewalks, driveways or other paved areas designed for pedestrian or vehicular use, in roundabouts or center medians, or as conditioned in a street use permit.

2. For further signage information, please contact the City of Port Orchard Department of Community Development at (360) 874-5533.

## Brandy Wallace

---

**From:** Kevin Futrell <kevinf@kitsaptransit.com>  
**Sent:** Friday, March 24, 2023 9:47 AM  
**To:** Brandy Wallace; Tony Lang; Dan Schoonmaker; Angela Garcia; Josie Rademacher; Business Licensing; prevention@skfr.org; Dayna Katula  
**Cc:** Chris Esguerra; Matt Brown; Jenine Floyd; Kathy Garcia  
**Subject:** RE: [EXTERNAL] Special Event - South Kitsap 2023 Graduation Cruise

Kitsap Transit has two bus routes that operate during the proposed Bay Street closure. Kitsap Transit will cancel the remaining trips for the night for those two routes. At 6:30pm, there are four buses that are scheduled to depart the PO Ferry terminal. If the closure can start after those buses depart (or 6:35pm), Kitsap Transit would be fine with the closure.

Please advise.

Kevin Futrell, JD  
Kitsap Transit, Transit Service Planner  
360-478-6224 (office)  
Intraoffice Ext. 1004  
360-900-7095 (cell)

---

**From:** Brandy Wallace <bwallace@portorchardwa.gov>  
**Sent:** March 23, 2023 10:00 AM  
**To:** Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; prevention@skfr.org; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <dayna.katula@kitsappublichealth.org>  
**Cc:** Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Jenine Floyd <jfloyd@portorchardwa.gov>; Kathy Garcia <kathyg@portofbremerton.org>  
**Subject:** [EXTERNAL] Special Event - South Kitsap 2023 Graduation Cruise

Good morning,

Attached is a Special Event application and supporting documents for the South Kitsap 2023 Graduation Cruise taking place June 9, 2023. Please review the materials and provide me your comments by 4/17/2023.

Let me know if you have any questions or need anything further.

Best Wishes,

Brandy Wallace, MMC, CPRO  
City Clerk/Assistant to the Mayor  
City of Port Orchard  
Direct (360) 876-7030  
Fax (360) 895-9029  
[www.portorchardwa.gov](http://www.portorchardwa.gov)

City Hall is open to the public, Monday through Friday 8am to 4:30pm. Emergency services are available 24 hours a day by calling 911.



## Brandy Wallace

---

**From:** Angela Garcia  
**Sent:** Thursday, March 23, 2023 3:37 PM  
**To:** Brandy Wallace  
**Subject:** Re: Special Event - South Kitsap 2023 Graduation Cruise

Brandy,

I have no comments on this one.  
Thanks,

Angela

Sent via the Samsung Galaxy XCover Pro, an AT&T 4G LTE smartphone  
Get [Outlook for Android](#)

---

**From:** Brandy Wallace <bwallace@portorchardwa.gov>  
**Sent:** Thursday, March 23, 2023 10:00:18 AM  
**To:** Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; prevention@skfr.org <prevention@skfr.org>; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <dayna.katula@kitsappublichealth.org>  
**Cc:** Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Jenine Floyd <jfloyd@portorchardwa.gov>; Kathy Garcia <kathyg@portofbremerton.org>  
**Subject:** Special Event - South Kitsap 2023 Graduation Cruise

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*Please consider the environment before printing this e-mail.*

## Brandy Wallace

---

**From:** Dayna Katula <Dayna.Katula@kitsappublichealth.org>  
**Sent:** Thursday, March 23, 2023 12:58 PM  
**To:** Brandy Wallace  
**Subject:** RE: Special Event - South Kitsap 2023 Graduation Cruise

Hi Brandy,

No comment.

Thanks!

**Dayna Katula, RS | Program Manager**

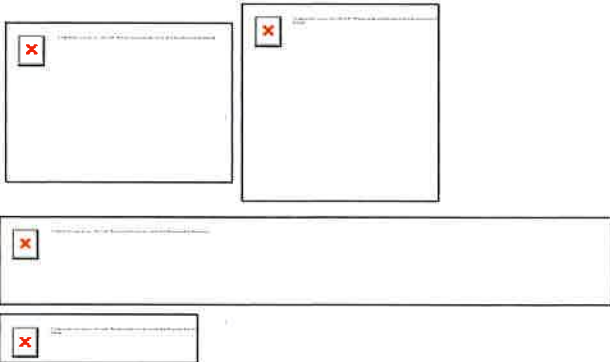
Food & Living Environment Program

Kitsap Public Health District

345 6th St., Suite 300 | Bremerton, WA 98337

(360) 728-2301 Office | (360) 633-9018 Cell | (360) 728-2235 Main

[Dayna.Katula@kitsappublichealth.org](mailto:Dayna.Katula@kitsappublichealth.org) | [kitsappublichealth.org](https://kitsappublichealth.org)



**From:** Brandy Wallace <bwallace@portorchardwa.gov>

**Sent:** Thursday, March 23, 2023 10:00 AM

**To:** Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; prevention@skfr.org; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <Dayna.Katula@kitsappublichealth.org>

**Cc:** Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Jenine Floyd <jfloyd@portorchardwa.gov>; Kathy Garcia <kathyg@portofbremerton.org>

**Subject:** Special Event - South Kitsap 2023 Graduation Cruise

**[WARNING] : Were you expecting this email?** It originated from outside the Health District and contains a link or attachment. Do not click links or open attachments unless you have been waiting to receive this email. If you are unsure please contact IT.

## Brandy Wallace

---

**From:** Hurguy, Josh <jhurguy@skfr.org>  
**Sent:** Friday, March 24, 2023 11:17 AM  
**To:** Brandy Wallace  
**Cc:** Goodwin, Cody  
**Subject:** RE: Special Event - South Kitsap 2023 Graduation Cruise

Good morning, Brandy,

SKFR has no concerns with this event. Any public safety concerns will be addressed in conjunction with POPD.

Thanks,

Josh

**From:** Brandy Wallace <bwallace@portorchardwa.gov>  
**Sent:** Thursday, March 23, 2023 10:00 AM  
**To:** Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; Prevention <Prevention@skfr.org>; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <dayna.katula@kitsappublichealth.org>  
**Cc:** Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Jenine Floyd <jfloyd@portorchardwa.gov>; Kathy Garcia <kathyg@portofbremerton.org>  
**Subject:** Special Event - South Kitsap 2023 Graduation Cruise

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Let me know if you have any questions or need anything further.

Best Wishes,

Brandy Wallace, MMC, CPRO  
City Clerk/Assistant to the Mayor  
City of Port Orchard  
Direct (360) 876-7030  
Fax (360) 895-9029

<https://link.edgепilot.com/s/12252740/Nya7hJwnFUOh43ZPkUc2OA?u=http://www.portorchardwa.gov/>

City Hall is open to the public, Monday through Friday 8am to 4:30pm. Emergency services are available 24 hours a day by calling 911.

*Please consider the environment before printing this e-mail.*

Please be aware that e-mails which pertain to City business may be considered public records and may be subject to public disclosure laws. If you think that you have received this e-mail message in error, please notify the sender via e-mail or telephone at (360) 876-7030.

## Brandy Wallace

---

**From:** Matt Brown  
**Sent:** Friday, May 5, 2023 11:30 AM  
**To:** Brandy Wallace; Tony Lang  
**Subject:** Re: Special Event - South Kitsap 2023 Graduation Cruise

My apologies. I'm out of the office the rest of the day. If needed today, I'm hoping an email will suffice. The PD does not have any additional public safety concerns.

--Matt

Sent via the Samsung Galaxy XCover Pro, an AT&T 4G LTE smartphone  
Get [Outlook for Android](#)

---

**From:** Brandy Wallace <bwallace@portorchardwa.gov>  
**Sent:** Friday, May 5, 2023 11:18:07 AM  
**To:** Tony Lang <tlang@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>  
**Subject:** FW: Special Event - South Kitsap 2023 Graduation Cruise

Do you have a memo to provide as part of the council packet for your status of their approval based on the last meeting we had with the event organizers?

Best Wishes,

Brandy Wallace, MMC, CPRO  
City Clerk/Assistant to the Mayor  
City of Port Orchard  
Direct (360) 876-7030  
Fax (360) 895-9029  
[www.portorchardwa.gov](http://www.portorchardwa.gov)

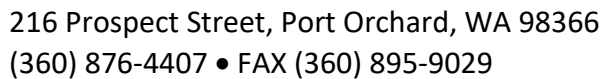
City Hall is open to the public, Monday through Friday 8am to 4:30pm. Emergency services are available 24 hours a day by calling 911.

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---

**From:** Brandy Wallace  
**Sent:** Thursday, March 23, 2023 10:00 AM  
**To:** Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; prevention@skfr.org; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <dayna.katula@kitsappublichealth.org>  
**Cc:** Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Jenine Floyd <jfloyd@portorchardwa.gov>; Kathy Garcia <kathyg@portofbremerton.org>  
**Subject:** Special Event - South Kitsap 2023 Graduation Cruise



## Page 322 of 358



**Fiscal Impact:** None.

**Alternatives:** Deny the road closures and provide direction to staff.

**Attachments:** Application, including maps and traffic flow maps, and comments



## SPECIAL EVENT PERMIT APPLICATION

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96)

STANDARD PROCESSING FEE: \$50.00



### Event Overview

Name of event: The Unforgotten: Run to Tahoma
Location of event: Kitsap County Administration Building, Division Street, Port Orchard
Type of Event: <input type="checkbox"/> Festival <input type="checkbox"/> Walk/Run <input type="checkbox"/> Parade <input type="checkbox"/> Vendor Fair <input type="checkbox"/> Concert <input type="checkbox"/> Block Party <input type="checkbox"/> Other: <u>Vet Ceremony</u>
Event or Organization Website: <a href="https://www.kitsapgov.com/hs/Pages/VAB-Run-to-Tahoma.aspx">https://www.kitsapgov.com/hs/Pages/VAB-Run-to-Tahoma.aspx</a>
Description of event: Each year the Kitsap County Board of Commissioners, Kitsap County Coroner's Office, Kitsap County Veterans Advisory Board, and Combat Veterans International host The Unforgotten, Run to Tahoma. This is a ceremony held on the Saturday of the Memorial Day weekend at the county administration building and honors deceased veterans whose remains have not been claimed by family or friends for burial. After a celebration of life ceremony, veteran remains are

### Event Details

Set Up Starts:				Take Down Complete:		
Start Day:	Start Date:	Start Time:	End Day:	End Date:	End Time:	
Saturday	05/27/2023	0800	Saturday	05/27/2023	1130	
Event Dates/Times: Indicate Dates/Times OPEN to attendees -1100				Expected Daily Attendance:		
				Participants	Spectators	volunteers/staff
Day:	Date:	Start Time:	End Time:	250	300	25
Saturday	05/27/2023	0900	1100			
Day:	Date:	Start Time:	End Time:			
Day:	Date:	Start Time:	End Time:			
Additional details: (attach additional pages as needed for additional days or details)						
A brief ceremony will be held to honor the deceased veterans at the Kitsap County Administration building on Division Street. Immediately following the ceremony the remains will be escorted to the Tahoma National Cemetery.						

## Admission Fees:

Does your event require a paid fee for participants and/or spectators?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does your event require minimum or suggested donation for participants and/or spectators?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Admission/participation fee/ suggest donations amount(s): No admission or participation fees are required or requested.		

## Organization Information\*

Name of Organization: Kitsap County Veterans Advisory Board					
Do you have an active City Business License?			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	What is your UBI number? N/A
Point of Contact Name: Richard Becker					
Street Address: 6955 Cadmar Ln NW			Mailing Address: (if different from street address)		
City: Seabeck	State: WA	Zip: 98380	City:	State:	Zip:
Phone: 360-337-4811	Alternate Phone: 360-633-0201		Email: rbecker@kitsap.gov		

*\*Please note the organization information provided may be shared for inquiries made on event details*

## Insurance

The sponsoring organization must provide an insurance certificate, with endorsements, at least 30 days prior to the event with the City of Port Orchard shown as Additional Named Insured with minimum coverage to be as follows:

**\$1,000,000 Liability; \$1,000,000 Bodily Injury**

Special Event Insurance for events held at city-owned facilities can be purchased at [eventinsure.hubinternational.com/](http://eventinsure.hubinternational.com/).

## Parking Impacts

Have parking impacts been coordinated with neighbors (residential/business)? ☐ Yes ☐ No ☒ Not Applicable

If yes, how will parking be provided for participants and visitors (including handicapped parking)? You may submit a map to show the available parking for this event in place of providing a written description below.

Sufficient parking will be available at designated Kitsap County parking areas.

## Use of City Streets and/or State Highway

### STATE HIGHWAY:

Will this event require closure of a State Highway (most common is Bay Street/SR166)?

☐

Yes

☒

No

If yes, which highway:

☐

Bay Street/SR 166

☐

Sedgwick Road

☐

Mile Hill Drive

**For State Highway Closures, the sponsoring organization must submit the application to the city at least 120 calendar days before the event date. Upon city approval of the event, the sponsoring organization shall seek permission from the Washington State Department of Transportation (WSDOT) by completing an online application. Once permission is granted from WSDOT, a copy of the Letter of Acknowledgment or an Agreement will need to be provided to the city 45 days prior to the event. WSDOT's online application is located at: <https://www.wsdot.wa.gov/contact/events/special-events>**

### CITY PROPERTY/STREETS (Right-of-way):

Port Orchard Municipal Code 5.94.020(7) states "Right-of-way (ROW)" means any road, public parking lot, city street, highway, boulevard or place in the city open as a matter of right to public travel and shall include arterials, neighborhood streets, alleys, bicycle paths and pedestrian ways; including streets or portions thereof which are designated as portions of the state highway system."

Will this event require closure of any of the below public property/ right-of-way?

☒

Yes

☐

No

If yes, indicate what type of public property is requested to be closed and the location (select all that apply):

### City Park(s):

☐

Van Zee Park

☐

McCormick  
Village Park

☐

Etta Turner  
Park

☐

Rockwell Park

☐

Paul Powers  
Park

☐

Central Park

☐

Givens Park

### Parking Lot(s):

☐

Lot 1: between Orchard and Frederick streets on the north side of Bay Street

☐

Lot 2: between Frederick Street and Sidney Avenue, north of Bay St.

☐

Lot 3: five rows of parking west of Harrison Ave and east of and parallel to the library

☐

Lot 4: all parking east of Lot 3 and Harrison Ave and west of the Marina Park

☐

Lot 5: all parking on City Hall property in front of the Police department

☐

Lot 6: abutting the landscaped area at the SW corner of the Bay St and Dekalb St intersection

☐

Lot 7: all parking spaced located on the library property which is limited to library staff only

☐

Lot 8: employee parking lot east of City Hall adjacent to Prospect Alley which is between Kitsap Street and Prospect Street.

### Sidewalk(s):

**Street(s):** We request the closure of Division Street for the safety of attendees between the  
hours of 0930 and 1100.

**If requesting street or highway closure, fill out the "Details of Closure" section below and provide a traffic control plan of the area impacted.**

**Traffic Control Plan:**

A traffic control plan is required for all street and highway closures and **must be submitted with this application.**

See example Site Plan. The following is required to be on the plan(s):

- ☐ **Detour route(s)**      ☐ **Pedestrian and Bicycle routes**      ☒ **Volunteers:** how many, where, how long, etc.
- ☐ **Signs/Barriers:** How many, what kind of signs, where will they be located, who is putting them up, who will be taking them down, etc.
- ☐ **Certified flaggers:** how many will there be, where will they be stationed, what time will they be there, what time will they be gone, etc.

Should your event require traffic control and certified flaggers to manage the road closures, provide the following information:

Name of the Traffic Control company: N/A		
Point of Contact Name:		
Phone:	Alternate Phone:	Email:

**Details of Closure(s):**

Street Name:	Between (cross street):	And (cross street):	Start Date:	Start Time:	End Date:	End Time:
Division	Sydney	Cline	05/27/2023	0930	05/27/2023	1100
<del>Sydney</del>	<del>Division</del>	<del>Tremont</del>	<del>05/27/2023</del>	<del>1100</del>	<del>05/27/2023</del>	<del>1115</del>
<del>Tremont</del>	<del>Sydney</del>	<del>SR16</del>	<del>05/27/2023</del>	<del>1115</del>	<del>05/27/2023</del>	<del>1130</del>

Additional details: (attach additional pages as needed for more streets and/or more details about use.)

Elite Riders will serve as intersection road guards .



## Alcohol Sales/Services

The sale, service and consumption of alcoholic beverages are subject to Washington State Liquor & Cannabis Board (WSLCB) regulations, licensing, and permit requirements. WSLCB Special Occasion and other Licenses and related fees for alcohol sales/service at events are not included in the City's Special Event Permit. Visit the WSLCB website, <https://lcb.wa.gov/> for additional information and to apply for the appropriate license / Permit.

Will alcohol be sold or consumed at your event? ☐ Yes\* ☒ No

*\*If yes, you must contact the Washington State Liquor and Cannabis Board for a special liquor license.*

## Food Sales/Service

*You will need to reach out to the Kitsap Public Health District as they may require a temporary food establishment permit. Visit their website at [https://kitsappublichealth.org/FoodSafety/food\\_vendors.php](https://kitsappublichealth.org/FoodSafety/food_vendors.php) or call (360) 728-2235 for information.*

Will your event have any food service and/or sales? ☐ Yes ☒ No If yes, how many: \_\_\_\_\_

Will your event have professional catering? ☐ Yes ☒ No If yes, how many: \_\_\_\_\_

Will your event have food truck(s)? ☐ Yes ☒ No If yes, how many: \_\_\_\_\_

Washington State Fire Code section 105.6.30 Mobile food preparation vehicles is defined as:

*An operational permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or utilize LP-gas systems or CNG systems. Contact Community Development.*

- [Food Truck Safety Handout](#)
- [Mobile Food Preparation Vehicle Permit Application](#)

## Garbage and Recycling

Collection Stations: How many bins are you providing as collection containers at your event?

Recycle 1 Garbage 1

Will you manage your own recycling and garbage collection or will it be managed by a vendor?

Self-Haul ☒ Yes ☐ No List vendor/company, if applicable: N/A

Detail your plan for waste management within the event area and surrounding neighborhood:

Waste management will be accomplished by using receptacles available at the Kitsap County

*Administration Building as in previous years.*

## Restrooms

Prove the number of restrooms that will be available to the public for your event: Sufficient restrooms

Below is an example of the estimated amounts needed per the amount of users recommended in the *FEMA Special Events Contingency Planning: Job Aids Manual*. available in the K.C. Admin Bldg.

No. of users (50% male and 50% female)	Minimum number of portable toilets
Up to 240	3
250 to 499	4
500 to 900	6
1,000 to 1,999	12
2,000 to 2,999	25
3,000 to 3,999	38
4,000 to 4,999	50

## Master Multi-Vendor Event License

Will your event have vendors? ☐ Yes ☒ No

If so, how many anticipated exhibitors/vendors will be at your event? N/A

If so, will they be selling merchandise and/ or food? ☐ Yes ☒ No - If you indicated Yes, please see the **Food** section on Page 4 of this application.

**POMC 5.96, if your event has two or more vendors engaged in public property vending, you are required to have a Master Multi-Vendor Event License (MMVEL). The MMVEL fee is \$15.00 per day or \$200 per month. POMC 5.96.020(3)(a) states the sponsor of the master event shall provide a list of participating vendors, their business names, their addresses and their State Tax Revenue Identification Numbers to the city clerk within three working days after the first day of the operation.**

- No public vending is allowed within twenty-five (25) feet of any municipal building, monument, or fountain, OR within ten (10) feet of intersection sidewalks.
- Vending devices must be removed from vending sites daily between the hours of 10:00 p.m. and 6:00 a.m.
- Vending devices and vending sites must always be clean and orderly. The vendor must furnish a suitable refuse container and is responsible for the daily disposal of refuse deposited therein. Refuse containers must be removed each day along with vending devices.
- Vendors may engage in public property vending only in the location specified in the public property license. The location shall be deemed the vending site.
- Utility service connections are not permitted, except electrical when provided with written permission from the adjacent property owner. Electrical lines are not allowed overhead or lying in the pedestrian portion of the sidewalk.
- No mechanical audio or noisemaking devices are allowed, and no hawking is allowed.
- A vinyl or canvas umbrella may be added to the vending device, but its open diameter may not exceed eight and one-half feet. Any part of the umbrella must have a minimum of seven feet of vertical clearance to the area on which the vending device stands.
- Individual vendor advertising signs may be placed only upon the vending device. Temporary master event advertising signs may be placed as approved by the city engineer; and
- No conduct shall be permitted which violates any other section of the Port Orchard Municipal Code.

## Tents

Does your event include a tent or membrane structure? ☐ Yes ☒ No ☐ Not Applicable

If yes, what is the tent size: N/A Does the tent have sides? ☐ Yes ☐ No ☐ Not applicable

**May be required to obtain a permit per POMC 20.200.016. Please contact Community Development (360) 874-5533.**

## Event Signage

Are you planning to put up temporary signs? ☐ Yes ☒ No

**POMC 20.132.290 "Temporary sign"** (which may include special event sign) means any sign that is used temporarily and is not permanently mounted, painted or otherwise affixed, excluding portable signs as defined by this chapter, including any poster, banner, placard, stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability and rot prevention. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible, bendable or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20-ounce fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. Please contact the Community Development Department at (360) 874-5533 if you have questions or if you need to apply for a sign permit.

## Amplified Sound

Does your event have any amplified sound? ☒ Yes ☐ No

Indicate dates/time of any amplified sound below:			
Day: Saturday	Date: 05/27/2023	Start Time: 0930	End Time: 1100
Day:	Date:	Start Time:	End Time:
Day:	Date:	Start Time:	End Time:
Describe what sound will be amplified, and at what hours (e.g., 7:00am announcements, 8:00am background music, etc.): Assuming good weather, patriotic music will be played as an interlude to the ceremony at 0930, voice presentations during the ceremony at 1000, and patriotic music following the ceremony at 1045 to 1100. If inclement weather, ceremonies will be held in the Commissioners Chambers.			
Describe what equipment will be used for amplified sound, and at what locations (show in maps): <b>Two mid-sized speakers will be placed on 6 foot tall stands.</b>			
Describe schematics and direction of amplified sound (show in maps, attach supporting documents as needed) <b>Speakers will be directed from the administration building toward the county court house.</b>			

**Noise levels generated shall not be in excess of allowable levels, consistent with POMC 9.24.050. For more information please contact the Port Orchard Police Department (360) 876-1700.**

THE RUN TO TAHOMA: SATURDAY MAY 27, 2023 0900-1100



Living Art Koi

← ROUTE TO PARKING IS AROUND  
ON DWIGHT ST  
PARKING

Dwight St  
PARKING

BUS ROUTE

SHOWER

Cline Ave

Cline Ave

Kitsap County Auditor

Garage  
Kitsap County  
Auto License  
Kitsap County  
Auto License  
Garage  
Kitsap County  
Auto License  
Kitsap County  
Auto License

PARKING  
Austin Ave  
PARKING

Kitsap County  
Personnel Department

Kitsap County  
Public Works

Division St

Division St  
CLOSURE TO AHEAD  
BARRICADE

Mc PARKING

Mc PARKING

Kitsap County  
District Court

Kitsap County  
Superior Court Clerk

Kitsap County Sheriff's  
Office - Main Office

ADDITIONAL PARKING IS  
AVAILABLE AT THE  
COURTHOUSE

CONTACT:  
RICHARD BECKER  
360-337-4811

ChargePoint  
Charging Station

Google  
Kitsap Regional



Kitsap County Board of Commissioners  
Kitsap County Medical Examiner's Office  
Kitsap County Veterans Advisory Board  
Combat Veterans International



## **The Unforgotten, Run to Tahoma XII Celebration of Life Ceremony**

**Memorial Day Weekend  
Kitsap County Admin Building, Port Orchard  
Saturday, May 27, 2023**

***Celebration of Life Ceremony begins at 10:00 am***

***"...these departed men and women are OURS and WE will take them to  
their final resting place."***

**Join us in honoring with word and song, the lives of departed veterans  
as we receive their remains from the county coroner and escort them  
to Tahoma National Cemetery**

***We know you will stand in spirit with us this day, to honor the lives of  
our veterans.***

**All riders: Stage motorcycles no later than 9:30 a.m.**



## Site Map

A site map is **required** to be submitted which includes the following:

Vendors:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Beer Garden:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Signage:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Tents:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Public entrances and exits:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Road closures and detours:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Traffic patterns:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Fire Lanes:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Garbage/Recycling:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Barricades:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
First Aid:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Parking:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Restrooms:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable

If event is a run/walk, list start and stop locations and water/rest stations:

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
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## Release

I certify that the event for which this permit is to be used will not be in violation of any City of Port Orchard ordinance.

By applying for this special event permit, the organization or entity obtaining such permit agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from all claims, injuries, damages, losses, or suits, including attorney fees and costs, arising out of or in conjunction with the activities or operations performed by the applicant or on the applicant's behalf resulting from the issuance of this permit, except for injuries and damages caused by the sole negligence of the City.

**The information on this form is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.**

I, as the President or Chair of my organization, agree to the terms and conditions listed above.

Richard Becker

Digitally signed by Richard Becker  
Date: 2023.02.01 11:47:08 -08'00'

Richard Becker

01/01/2023

Signature of President/Chair of Organization

Print Name

Date



## CITY OF PORT ORCHARD

### Public Works Director

216 Prospect Street, Port Orchard, WA 98366

Voice: (360) 876-4991 • Fax: (360) 876-4980

mdorsey@cityofportorchard.us

www.cityofportorchard.us

## SPECIAL EVENT APPLICATION REVIEW

TO: City Clerk's Office

FROM: Tony Lang - Public Works Director

DATE: March 31, 2023

RE: Special Event Application – The Unforgotten: Run to Tahoma

In response to the above-referenced Special Event Application dated February 2, 2023, the City of Port Orchard Public Works Department has the following comments/requirements that need to be addressed prior to final approval:

Sanitation Control and Cleaning: The event sponsor to coordinate and obtain approval from Kitsap County Administration staff regarding the cleaning and disposal of garbage/refuse, as stated in the application. The event sponsor shall also coordinate and obtain approval from Kitsap County Administration staff regarding event attendees' use of Kitsap County's restroom facilities, as stated in their application.

Road Closures:

Public Works to place corresponding street closure Type II barricades in accordance with the event holder's provided map; The associated street closure will be as follows: Division (Cline Ave to Sidney Ave) from 9:30 AM and 11:00 AM. Public works cannot support a rolling closure from Division to SR16. All signaled intersections need to be controlled through appropriate law enforcement support or an approved traffic control plan with licensed flaggers. Please provide a modified traffic control plan or acknowledge that the procession will commence without obstructing controlled/signaled intersections.

Relation to Res. 057-09:

This event is a non-grandfathered event. The event holder shall reimburse the city for any associated costs incurred by the public works department for provided traffic control (including labor, materials, and equipment).

## Brandy Wallace

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**From:** Richard Becker <RBecker@kitsap.gov>  
**Sent:** Tuesday, April 25, 2023 10:36 AM  
**To:** Brandy Wallace  
**Subject:** RE: Unforgotten Run-Special Event Application

Hello Brandy. I hope your week is going well.

Thank you once again for getting our planning group together last Friday. I just want to follow up with you on the question of traffic control. Sheriff John Gese confirmed with me yesterday that his officers will control traffic at key intersections from the Division Street and Sydney intersection to SR16 to support The Unforgotten: Run to Tahoma funeral procession. My point of contact in the Sheriff's Department is Officer Schon Montague.

As an aside, I received word that a third set of remains will be part of the memorial service at the Kitsap County Administration Building and procession to Tahoma National Cemetery. I don't expect this will increase the numbers of event participants.

I hope this helps. Please contact me if you have any questions.

With gratitude,

Richard Becker  
Kitsap County Department of Human Services  
Veterans Program Analyst / Veterans Advisory Board Coordinator  
[RBecker@kitsap.gov](mailto:RBecker@kitsap.gov)  
360-337-4811



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**From:** Brandy Wallace <bwallace@portorchardwa.gov>  
**Sent:** Tuesday, April 18, 2023 2:01 PM  
**To:** Richard Becker <RBecker@kitsap.gov>  
**Subject:** RE: Unforgotten Run-Special Event Application

**[CAUTION:** This message originated outside of the Kitsap County mail system. **DO NOT CLICK on links or open attachments** unless you were expecting this email. If the email looks suspicious, contact the Helpdesk immediately at 360-337-5555, or email at [Helpdesk@kitsap.gov](mailto:Helpdesk@kitsap.gov)]

Great. I have it on the staff calendar. See you Friday at 12. You can meet me at my window, or on the 3<sup>rd</sup> floor in the Council chambers.

Best Wishes,

Brandy Wallace, MMC, CPRO



**PORT ORCHARD POLICE DEPARTMENT**  
SERVICE • HONOR • INTEGRITY

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**MEMORANDUM**

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**TO:** Brandy Wallace, City Clerk  
**FROM:** Matt Brown, Chief of Police  
**SUBJECT:** The Unforgotten Run to Tahoma  
**DATE:** March 21, 2023

A handwritten signature in blue ink, appearing to be "M. Brown", with a long horizontal stroke extending to the right.

---

There are no additional safety concerns with the special event plan for The Unforgotten Run top Tahoma.

Elite Riders may not serve as intersection road guards. Only certified flaggers may stop traffic. All traffic laws and signals must be observed.

Public Works will develop a more refined traffic control map for inclusion in the application.

## Brandy Wallace

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**From:** Kevin Futrell <kevinf@kitsaptransit.com>  
**Sent:** Wednesday, March 8, 2023 12:44 PM  
**To:** Brandy Wallace  
**Subject:** RE: [EXTERNAL] Special Event - The Unforgotten-Run to Tahoma  
**Attachments:** Fallen Soldier - 052822.pdf

Brandy,

Looking at last years' emails, Kitsap Transit detoured off of Division and requested that the procession not leave Division until around 11:03am. Someone had called me back and indicated they would do that. I don't remember if it was PO Police or the event coordinator. We would like that again.

I've attached the memo I sent out to our staff last year.

Kevin Futrell, JD  
Kitsap Transit, Transit Service Planner  
360-478-6224 (office)  
Intraoffice Ext. 1004  
360-900-7095 (cell)

**From:** Brandy Wallace <bwallace@portorchardwa.gov>  
**Sent:** March 3, 2023 2:29 PM  
**To:** Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; prevention@skfr.org; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <dayna.katula@kitsappublichealth.org>  
**Cc:** Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Ellen Ferguson <eferguson@portorchardwa.gov>; Jenine Floyd <jfloyd@portorchardwa.gov>  
**Subject:** [EXTERNAL] Special Event - The Unforgotten-Run to Tahoma

Good afternoon,

Attached is a Special Event application and supporting documents for The Unforgotten-Run to Tahoma taking place May 27, 2023. Please review the materials and provide me your comments by 3/22/2023.

Let me know if you have any questions or need anything further.

Best Wishes,

Brandy Wallace, MMC, CPRO  
City Clerk/Assistant to the Mayor  
City of Port Orchard  
Direct (360) 876-7030  
Fax (360) 895-9029  
[www.portorchardwa.gov](http://www.portorchardwa.gov)

City Hall is open to the public, Monday through Friday 8am to 4:30pm. Emergency services are available 24 hours a day by calling 911.



## Brandy Wallace

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**From:** Hurguy, Josh <jhurguy@skfr.org>  
**Sent:** Friday, March 24, 2023 11:22 AM  
**To:** Brandy Wallace  
**Cc:** Goodwin, Cody  
**Subject:** RE: Special Event - The Unforgotten-Run to Tahoma

Good morning, Brandy,

Sorry I am couple of days late with this response!

SKFR has no concerns with this event. Any public safety concerns will be addressed in conjunction with POPD.

Thanks,

Josh

**From:** Brandy Wallace <bwallace@portorchardwa.gov>  
**Sent:** Friday, March 3, 2023 2:29 PM  
**To:** Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; Prevention <Prevention@skfr.org>; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <dayna.katula@kitsappublichealth.org>  
**Cc:** Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Ellen Ferguson <eferguson@portorchardwa.gov>; Jenine Floyd <jfloyd@portorchardwa.gov>  
**Subject:** Special Event - The Unforgotten-Run to Tahoma

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Let me know if you have any questions or need anything further.

Best Wishes,

Brandy Wallace, MMC, CPRO  
City Clerk/Assistant to the Mayor  
City of Port Orchard  
Direct (360) 876-7030  
Fax (360) 895-9029

[https://link.edgipilot.com/s/761dcc79/h18dXdI\\_AU\\_BHipBKgdjmg?u=http://www.portorchardwa.gov/](https://link.edgipilot.com/s/761dcc79/h18dXdI_AU_BHipBKgdjmg?u=http://www.portorchardwa.gov/)

City Hall is open to the public, Monday through Friday 8am to 4:30pm. Emergency services are available 24 hours a day by calling 911.

*Please consider the environment before printing this e-mail.*

## Brandy Wallace

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**From:** Angela Garcia  
**Sent:** Monday, March 6, 2023 1:36 PM  
**To:** Brandy Wallace  
**Subject:** RE: Special Event - The Unforgotten-Run to Tahoma

Brandy,

I do not have any comments on this one.

Thanks,

Angela Garcia CBO/CFM  
Deputy Director Community Development  
Building Official/Fire Code Official  
City of Port Orchard  
(360) 874-3130

Please note that my email address has changed to [agarcia@portorchardwa.gov](mailto:agarcia@portorchardwa.gov). Please update your address book accordingly.

Please make official submittals to the Permit Center at [permitcenter@portorchardwa.gov](mailto:permitcenter@portorchardwa.gov) to ensure maintenance of an accurate Record.

---

**From:** Brandy Wallace <bwallace@portorchardwa.gov>  
**Sent:** Friday, March 3, 2023 2:29 PM  
**To:** Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; prevention@skfr.org; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <dayna.katula@kitsapublichealth.org>  
**Cc:** Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Ellen Ferguson <eferguson@portorchardwa.gov>; Jenine Floyd <jfloyd@portorchardwa.gov>  
**Subject:** Special Event - The Unforgotten-Run to Tahoma

Good afternoon,

Attached is a Special Event application and supporting documents for The Unforgotten-Run to Tahoma taking place May 27, 2023. Please review the materials and provide me your comments by 3/22/2023.

Let me know if you have any questions or need anything further.

Best Wishes,

Brandy Wallace, MMC, CPRO  
City Clerk/Assistant to the Mayor  
City of Port Orchard

## Brandy Wallace

---

**From:** Dayna Katula <Dayna.Katula@kitsappublichealth.org>  
**Sent:** Friday, March 17, 2023 1:49 PM  
**To:** Brandy Wallace  
**Subject:** RE: Special Event - The Unforgotten-Run to Tahoma

Hi Brandy,

No comment.

Thanks!

### Dayna Katula, RS | Program Manager

Food & Living Environment Program

Kitsap Public Health District

345 6th St., Suite 300 | Bremerton, WA 98337

(360) 728-2301 Office | (360) 633-9018 Cell | (360) 728-2235 Main

[Dayna.Katula@kitsappublichealth.org](mailto:Dayna.Katula@kitsappublichealth.org) | [kitsappublichealth.org](https://kitsappublichealth.org)



**From:** Brandy Wallace <bwallace@portorchardwa.gov>

**Sent:** Friday, March 3, 2023 2:29 PM

**To:** Tony Lang <tlang@portorchardwa.gov>; Dan Schoonmaker <dschoonmaker@portorchardwa.gov>; Angela Garcia <agarcia@portorchardwa.gov>; Josie Rademacher <jrademacher@portorchardwa.gov>; Business Licensing <BLS@portorchardwa.gov>; prevention@skfr.org; Kevin Futrell <kevinf@kitsaptransit.com>; Dayna Katula <Dayna.Katula@kitsappublichealth.org>

**Cc:** Chris Esguerra <cesguerra@portorchardwa.gov>; Matt Brown <mbrown@portorchardwa.gov>; Ellen Ferguson <eferguson@portorchardwa.gov>; Jenine Floyd <jfloyd@portorchardwa.gov>

**Subject:** Special Event - The Unforgotten-Run to Tahoma

**[WARNING] : Were you expecting this email?** It originated from outside the Health District and contains a link or attachment. Do not click links or open attachments unless you have been waiting to receive this email. If you are unsure please contact IT.



## City of Port Orchard

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

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### Agenda Staff Report

Agenda Item No.:	Business Item 8N	Meeting Date:	May 9, 2023
Subject:	Approval of Parking Lot Closure for Two	Prepared by:	Brandy Wallace, MMC
	Consecutive Days for a Special Event:		City Clerk
	Fathoms O' Fun 2-Day Summer Festival	Atty Routing No:	N/A
	Craft & Vendor Show	Atty Review Date:	N/A

**Summary:** City staff received a special event application for a Fathoms O' Fun 2-Day Summer Festival Craft & Vendor Show to take place on Saturday, June 24 and Sunday, June 25, 2023.

The event will feature craft and food vendors, a kids craft booth, and music at the Port of Bremerton Gazebo. Setup starts on 6/24 at 6:00 a.m., open to the public between 9:00 a.m. until 10:30 p.m. and 6/25 10:00 a.m. to 4:00 p.m. cleanup completed by 6:00 p.m.

The required notice, pursuant to POMC 5.96.050(3), allowing citizens to provide written comments regarding how allowing the special event will impact their property, business, or quality of life has been published and to-date, the City has received no written concerns regarding this event taking place.

The applicant is requesting use of City parking lot No. 4 to hold their event. With the event taking place for two consecutive days, it requires Council approval. *POMC 5.94.080 (1) Downtown Parking Lot Usage*, states in part:

*No special event may utilize the downtown parking lots 3 and 4, for two or more consecutive days without city council approval. Should a special event request the use of all or a portion of the downtown parking lots during a weekday, excluding federal holidays, and the city grants the request, the applicant shall compensate the city for lost revenue for the use of the parking lots.*

Staff acknowledges the event is not taking place during a weekday and the applicant need not compensate the city for loss revenue.

Staff and outside agencies have reviewed the application and are in support of the use as presented and are continuing to work on the final details of the event with the applicant, ensuring public safety standards are met as outlined in City, State, and Federal codes.

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

**Recommendation:** Staff supports the application as presented.

**Motion for consideration:** I move to approve the Fathoms O' Fun to hold a Summer Festival Craft & Vendor Show taking place two consecutive days, Saturday, June 24 and Sunday, June 25, 2023, in parking lot 4, as presented.

**Fiscal Impact:** None.

**Alternatives:** Not approve and provide staff with direction.

**Attachments:** Application





## SPECIAL EVENT PERMIT APPLICATION

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96)

STANDARD PROCESSING FEE: \$50.00

### Event Overview

Name of event:	Fathoms O' Fun 2-Day Summer Festival Craft & Vendor Show
Location of event:	Downtown Waterfront - Lot#4
Type of Event:	<input type="checkbox"/> Festival <input type="checkbox"/> Walk/Run <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Vendor Fair <input type="checkbox"/> Concert <input type="checkbox"/> Block Party <input type="checkbox"/> Other: _____
Event or Organization Website:	www.fathomsofun.org
Description of event:	A 2-day Summer Festival consisting of craft and food vendors, kids craft booth, and some music at the Gazebo area

### Event Details

Set Up Starts:				Take Down Complete:		
Start Day:	Start Date:	Start Time:	End Day:	End Date:	End Time:	
Saturday	6/24/2023	06:00 set up	Sunday	6/25/2023	6:00 pm	
Event Dates/Times: Indicate Dates/Times OPEN to attendees Sat-6/24/2023- 9am; Sun-10am				Expected Daily Attendance:		
				Participants	Spectators	volunteers/staff
Day: Saturday	Date: 6/24/2023	Start Time: 9 AM	End Time: 10:30 PM	45+	900	4
Day: Sunday	Date: 6/25/2023	Start Time: 10 <del>PM</del> AM	End Time: 4 PM	45+	500	4
Day:	Date:	Start Time:	End Time:			
Additional details: (attach additional pages as needed for additional days or details)						
Fathoms will have an overnight security person Saturday at the vendor area. Details of the individual will be provided to POPD.						

**Admission Fees:**

Does your event require a paid fee for participants and/or spectators?		<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does your event require minimum or suggested donation for participants and/or spectators?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Admission/participation fee/ suggest donations amount(s): Only vendors are required to pay a fee, not spectators.			

**Organization Information\***

Name of Organization: Fathoms O' Fun Festival, Inc.					
Do you have an active City Business License?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	What is your UBI number? 601 299 098	
Point of Contact Name: Bob Morehouse 360-620-3363/Sharron King 360-871-1805					
Street Address:			Mailing Address: (if different from street address) PO Box 312		
City:	State:	Zip:	City: Port Orchard	State: WA	Zip: 98366
Phone: 360-871-1805		Alternate Phone: 3607314027		Email: kingcreations@wavecable.com	

*\*Please note the organization information provided may be shared for inquires made on event details*

**Insurance**

The sponsoring organization must provide an insurance certificate, with endorsements, at least 30 days prior to the event with the City of Port Orchard shown as Additional Named Insured with minimum coverage to be as follows:

**\$1,000,000 Liability; \$1,000,000 Bodily Injury**

Special Event Insurance for events held at city-owned facilities can be purchased at [eventinsure.hubinternational.com/](http://eventinsure.hubinternational.com/).

**Parking Impacts**

Have parking impacts been coordinated with neighbors (residential/business)? ☒ Yes ☒ No ☒ Not Applicable

If yes, how will parking be provided for participants and visitors (including handicapped parking)? You may submit a map to show the available parking for this event in place of providing a written description below.

Not at this writing, but business will be notified of event via POBSA

## Use of City Streets and/or State Highway

### STATE HIGHWAY:

Will this event require closure of a State Highway (most common is Bay Street/SR166)?

☐

Yes

☒

No

If yes, which highway:

☐

Bay Street/SR 166

☐

Sedgwick Road

☐

Mile Hill Drive

*For State Highway Closures, the sponsoring organization must submit the application to the city at least 120 calendar days before the event date. Upon city approval of the event, the sponsoring organization shall seek permission from the Washington State Department of Transportation (WSDOT) by completing an online application. Once permission is granted from WSDOT, a copy of the Letter of Acknowledgment or an Agreement will need to be provided to the city 45 days prior to the event. WSDOT's online application is located at: <https://www.wsdot.wa.gov/contact/events/special-events>*

**CITY PROPERTY/STREETS (Right-of-way):** Port Orchard Municipal Code 5.94.020(7) states "Right-of-way (ROW)" means any road, public parking lot, city street, highway, boulevard or place in the city open as a matter of right to public travel and shall include arterials, neighborhood streets, alleys, bicycle paths and pedestrian ways; including streets or portions thereof which are designated as portions of the state highway system."

Will this event require closure of any of the below public property/ right-of-way?

☐

Yes

☒

No

If yes, indicate what type of public property is requested to be closed and the location (select all that apply):

### City Park(s):

☐

Van Zee Park

☐

McCormick  
Village Park

☐

Etta Turner  
Park

☐

Rockwell Park

☐

Paul Powers  
Park

☐

Central Park

☐

Givens Park

### Parking Lot(s):

☐

Lot 1: between Orchard and Frederick streets on the north side of Bay Street

☐

Lot 2: between Frederick Street and Sidney Avenue, north of Bay St.

☐

Lot 3: five rows of parking west of Harrison Ave and east of and parallel to the library

☒

Lot 4: all parking east of Lot 3 and Harrison Ave and west of the Marina Park

☐

Lot 5: all parking on City Hall property in front of the Police department

☐

Lot 6: abutting the landscaped area at the SW corner of the Bay St and Dekalb St intersection

☐

Lot 7: all parking spaced located on the library property which is limited to library staff only

☐

Lot 8: employee parking lot east of City Hall adjacent to Prospect Alley which is between Kitsap Street and Prospect Street.

### Sidewalk(s):

N/A

Street(s): n/a

**If requesting street or highway closure, fill out the "Details of Closure" section below and provide a traffic control plan of the area impacted.**

### Traffic Control Plan:

A traffic control plan is required for all street and highway closures and **must be submitted with this application.**

See example Site Plan. The following is required to be on the plan(s):

- ☐ **Detour route(s)**    ☐ **Pedestrian and Bicycle routes**    ☐ **Volunteers:** how many, where, how long, etc.
- ☐ **Signs/Barriers:** How many, what kind of signs, where will they be located, who is putting them up, who will be taking them down, etc.
- ☐ **Certified flaggers:** how many will there be, where will they be stationed, what time will they be there, what time will they be gone, etc.

Should your event require traffic control and certified flaggers to manage the road closures, provide the following information:

Name of the Traffic Control company:		
Point of Contact Name:		
Phone:	Alternate Phone:	Email:

### Details of Closure(s):

Street Name:	Between (cross street):	And (cross street):	Start Date:	Start Time:	End Date:	End Time:

Additional details: (attach additional pages as needed for more streets and/or more details about use.)

## Alcohol Sales/Services

The sale, service and consumption of alcoholic beverages are subject to Washington State Liquor & Cannabis Board (WSLCB) regulations, licensing, and permit requirements. WSLCB Special Occasion and other Licenses and related fees for alcohol sales/service at events are not included in the City's Special Event Permit. Visit the WSLCB website, <https://lcb.wa.gov/> for additional information and to apply for the appropriate license / Permit.

Will alcohol be sold or consumed at your event? ☐ Yes\* ☒ No

*\*If yes, you must contact the Washington State Liquor and Cannabis Board for a special liquor license.*

## Food Sales/Service

*You will need to reach out to the Kitsap Public Health District as they may require a temporary food establishment permit. Visit their website at [https://kitsapublichealth.org/FoodSafety/food\\_vendors.php](https://kitsapublichealth.org/FoodSafety/food_vendors.php) or call (360) 728-2235 for information.*

Will your event have any food service and/or sales? ☒ Yes ☐ No If yes, how many: 45

Will your event have professional catering? ☐ Yes ☒ No If yes, how many: \_\_\_\_\_

Will your event have food truck(s)? ☒ Yes ☐ No If yes, how many: 3

Washington State Fire Code section 105.6.30 Mobile food preparation vehicles is defined as:

*An operational permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or utilize LP-gas systems or CNG systems. Contact Community Development.*

- [Food Truck Safety Handout](#)
- [Mobile Food Preparation Vehicle Permit Application](#)

## Garbage and Recycling

Collection Stations: How many bins are you providing as collection containers at your event?

Recycle 2 Garbage 6

Will you manage your own recycling and garbage collection or will it be managed by a vendor?

Self-Haul ☒ Yes ☐ No List vendor/company, if applicable: \_\_\_\_\_

Detail your plan for waste management within the event area and surrounding neighborhood:

Waste Management dumpster will be placed in the last parking stall closest to the Library and boardwalk in Lot#3.



## Restrooms

Prove the number of restrooms that will be available to the public for your event: see attached list

Below is an example of the estimated amounts needed per the amount of users recommended in the *FEMA Special Events Contingency Planning: Job Aids Manual*.

No. of users (50% male and 50% female)	Minimum number of portable toilets
Up to 240	3
250 to 499	4
500 to 900	6
1,000 to 1,999	12
2,000 to 2,999	25
3,000 to 3,999	38
4,000 to 4,999	50

## Master Multi-Vendor Event License

Will your event have vendors? ☒ Yes ☐ No

If so, how many anticipated exhibitors/vendors will be at your event? 45+

If so, will they be selling merchandise and/ or food? ☒ Yes ☐ No - If you indicated Yes, please see the **Food** section on Page 4 of this application.

**POMC 5.96, if your event has two or more vendors engaged in public property vending, you are required to have a Master Multi-Vendor Event License (MMVEL). The MMVEL fee is \$15.00 per day or \$200 per month. POMC 5.96.020(3)(a) states the sponsor of the master event shall provide a list of participating vendors, their business names, their addresses and their State Tax Revenue Identification Numbers to the city clerk within three working days after the first day of the operation.**

- No public vending is allowed within twenty-five (25) feet of any municipal building, monument, or fountain, OR within ten (10) feet of intersection sidewalks.
- Vending devices must be removed from vending sites daily between the hours of 10:00 p.m. and 6:00 a.m.
- Vending devices and vending sites must always be clean and orderly. The vendor must furnish a suitable refuse container and is responsible for the daily disposal of refuse deposited therein. Refuse containers must be removed each day along with vending devices.
- Vendors may engage in public property vending only in the location specified in the public property license. The location shall be deemed the vending site.
- Utility service connections are not permitted, except electrical when provided with written permission from the adjacent property owner. Electrical lines are not allowed overhead or lying in the pedestrian portion of the sidewalk.
- No mechanical audio or noisemaking devices are allowed, and no hawking is allowed.
- A vinyl or canvas umbrella may be added to the vending device, but its open diameter may not exceed eight and one-half feet. Any part of the umbrella must have a minimum of seven feet of vertical clearance to the area on which the vending device stands.
- Individual vendor advertising signs may be placed only upon the vending device. Temporary master event advertising signs may be placed as approved by the city engineer; and
- No conduct shall be permitted which violates any other section of the Port Orchard Municipal Code.

## Tents

Does your event include a tent or membrane structure? ☒ Yes ☐ No ☐ Not Applicable

If yes, what is the tent size: Vendor Tents 10x10 or 10x20 Does the tent have sides? ☒ Yes ☐ No ☐ Not applicable

**May be required to obtain a permit per POMC 20.200.016. Please contact Community Development (360) 874-5533.**

## Event Signage

Are you planning to put up temporary signs? ☒ Yes ☐ No

**POMC 20.132.290 "Temporary sign"** (which may include special event sign) means any sign that is used temporarily and is not permanently mounted, painted or otherwise affixed, excluding portable signs as defined by this chapter, including any poster, banner, placard, stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability and rot prevention. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible, bendable or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20-ounce fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. Please contact the Community Development Department at (360) 874-5533 if you have questions or if you need to apply for a sign permit.

## Amplified Sound

Does your event have any amplified sound? ☒ Yes ☐ No

Indicate dates/time of any amplified sound below:			
Day: Sun	Date: 6/26	Start Time: 12 appxo	End Time: 3 pm approx
Day:	Date:	Start Time:	End Time:
Day:	Date:	Start Time:	End Time:
Describe what sound will be amplified, and at what hours (e.g., 7:00am announcements, 8:00am background music, etc.): Background music (not confirmed as of this writing)...single musician playing electric guitar			
Describe what equipment will be used for amplified sound, and at what locations (show in maps): Musicians on small pa system at Marina Gazebo			
Describe schematics and direction of amplified sound (show in maps, attach supporting documents as needed) Towards vendor area			

**Noise levels generated shall not be in excess of allowable levels, consistent with POMC 9.24.050. For more information please contact the Port Orchard Police Department (360) 876-1700.**

## Site Map

A site map is **required** to be submitted which includes the following:

Vendors:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Beer Garden:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Signage:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Tents:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Public entrances and exits:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Road closures and detours:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Traffic patterns:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Fire Lanes:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Garbage/Recycling:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Barricades:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
First Aid:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
Parking:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Restrooms:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable

If event is a run/walk, list start and stop locations and water/rest stations:

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
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## Release

I certify that the event for which this permit is to be used will not be in violation of any City of Port Orchard ordinance.

By applying for this special event permit, the organization or entity obtaining such permit agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from all claims, injuries, damages, losses, or suits, including attorney fees and costs, arising out of or in conjunction with the activities or operations performed by the applicant or on the applicant's behalf resulting from the issuance of this permit, except for injuries and damages caused by the sole negligence of the City.

***The information on this form is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.***

I, as the President or Chair of my organization, agree to the terms and conditions listed above.

Sharron E King

Digitally signed by Sharron E King  
Date: 2023.01.31 11:47:35 -08'00'

Sharron King

1/31/23

Signature of President/Chair of Organization

Print Name

Date

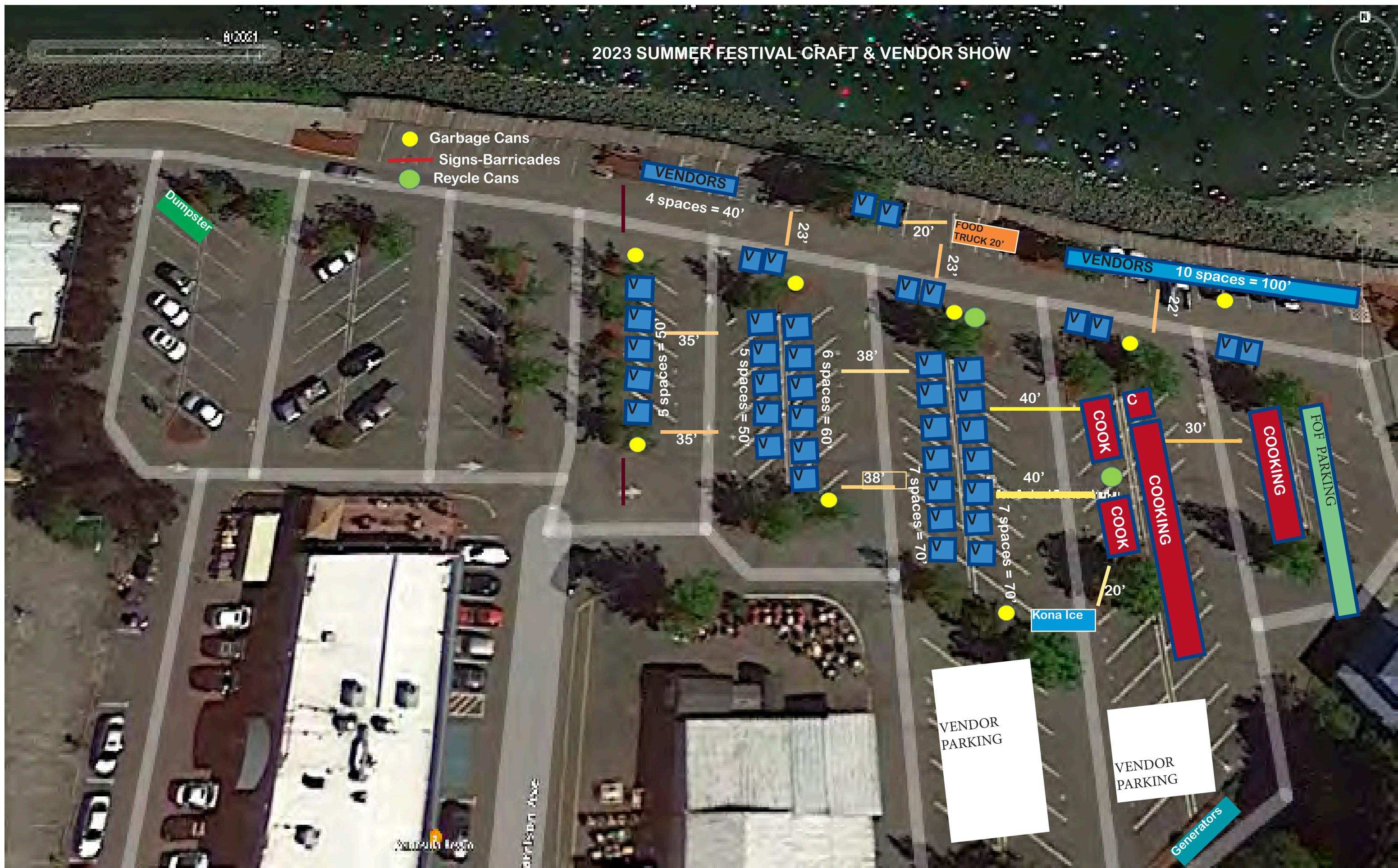
# FATHOMS O' FUN 2-DAY SUMMER FESTIVAL CRAFT & VENDOR SHOW

June 24-25, 2023



Red dashes = Fire Lane	Red Square-First Aid	Blue Square/Rectangular - Vendor Areas
Green-Dumpster	Solid Black - Sign Barricade	
Yellow dots - garbage cans	Blue dots- recycle cans	









**City of Port Orchard  
Council Meeting Minutes  
Regular Meeting of April 25, 2023**

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**1. CALL TO ORDER AND ROLL CALL**

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

Roll call was taken by the City Clerk as follows:

Mayor Pro-Tem Trenary	Present
Councilmember Chang	Present
Councilmember Clauson	Absent
Councilmember Cucciardi	Present
Councilmember Diener	Present
Councilmember Lucarelli	Present
Councilmember Rosapepe	Present
Mayor Putaansuu	Present

Staff present: Public Works Director Lang, City Attorney Archer, Utilities Manager J. Brown, City Attorney Archer, Police Chief M. Brown, City Clerk Wallace, and Deputy City Clerk Floyd.

Staff present via Zoom: Finance Director Crocker.

The meeting streamed live on YouTube.

**A. PLEDGE OF ALLEGIANCE (Time Stamp 01:09)**

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

**2. APPROVAL OF AGENDA (Time Stamp: 01:32)**

**MOTION:** By Councilmember Cucciardi, seconded by Councilmember Lucarelli, to excuse Councilmember Clauson for Business Reasons.

**The motion carried.**

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

**The motion carried.**

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### **3. CITIZENS COMMENTS (Time Stamp: 02:25)**

There were no citizen comments.

### **4. CONSENT AGENDA (Time Stamp: 02:46)**

- A.** Approval of Voucher Nos. 85849 through 85918 including bank drafts in the amount of \$264,427.02 and EFT's in the amount of \$155,889.13 totaling \$420,316.15.
- B.** Approval of Payroll Check Nos. 85842 through 85848 including bank drafts and EFT's in the amount of \$235,140.16 and Direct Deposits in the amount of \$219,454.59 totaling \$454,594.75.
- C.** Adoption of a Resolution Approving a Multijurisdictional Interlocal Agreement Designating Kitsap County as the Lead Agency for the Revision of the Kitsap County Comprehensive Solid Waste Management Plan (**Resolution No. 035-23 and Contract No. 036-23**)
- D.** Adoption of a Resolution Authorizing the Purchase of a Laboratory-Grade Freezer Unit via Sourcewell Contract No. 022422-MML (**Resolution No. 036-23 and Purchase Order No. 029-23**)
- E.** Approval of the April 11, 2023, City Council Meeting Minutes
- F.** Excusal of Councilmember Clauson for Business Reasons

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

**The motion carried.**

### **5. PRESENTATION**

#### **A. Public Safety Measure (Time Stamp 03:09)**

Kitsap County Commissioner Robert Gelder spoke to a Public Safety Sales Tax Kitsap County is considering bringing forward to the voters. Any city or county may impose a public safety sales tax with at least one-third of the revenues used solely for criminal justice and/or fire protection purposes. The maximum rate is 0.3% for counties and the revenue must be shared between cities and counties, but the combined city/county rate may not exceed 0.3%. This does require voter approval and can only be submitted at a primary or general election.

He mentioned this is an opportunity to partner together to figure out how to generate necessary revenue for public safety needs within our community.

#### **B. Strategic Asset Management Plan (Time Stamp 21:42)**

Public Works Director Lang provided a presentation which included what asset management is, historical timeline, what is a Strategic Asset Management Plan (SAMP), elements of the SAMP, where we are now and next steps.

### **6. PUBLIC HEARING**

There were no public hearings.

## **7. EXECUTIVE SESSION**

There was no executive session.

## **8. BUSINESS ITEMS**

### **A. Adoption of Resolution Pertaining to Asset Management, Adopting an Asset Management Policy and Asset Management Program (Time Stamp 34:00)**

**MOTION:** By Councilmember Diener, seconded by Councilmember Rosapepe, to adopt the Asset Management Policy and Asset Management Program as described in Exhibit A of the Resolution.

**The motion carried.  
(Resolution No. 037-23)**

### **B. Adoption of a Resolution Approving a Contract with Stripe Rite, Inc. for 2023 Thermoplastic Application Project (Time Stamp: 41:03)**

**MOTION:** By Councilmember Lucarelli, seconded by Councilmember Trenary, to adopt a resolution authorizing the Mayor to execute a contract with Stripe Rite, Inc for the 2023 Thermoplastic Application Project in the amount of \$37,628.00.

At 7:14 p.m., Utilities Manager J. Brown left the meeting.

**The motion carried.  
(Resolution No. 038-23 and Contract No. 037-23)**

### **C. Adoption of a Resolution Accepting Federal Highway Administration (FHWA) Funding as Managed by the Washington State Department of Transportation (WSDOT) for the State Route 166/Bay Street Reconstruction Project (Time Stamp 44:46)**

**MOTION:** By Councilmember Diener, seconded by Councilmember Rosapepe, to adopt a resolution accepting the FHWA Consolidated Appropriations Act, 2023 funding and authorizing the Mayor to execute all documents necessary to effectuate this award with WSDOT for the State Route 166/Bay Street Reconstruction Project.

Councilmember Chang noted is an employee of WSDOT (Washington State Department of Transportation) and would recuse himself if anyone had any concerns.

No one voiced any concerns.

**The motion carried.**

**(Resolution No. 039-23)**

**D. Adoption of a Resolution Approving a Contract with Glumac, Inc. for LEED Commissioning Services (Time Stamp 50:47)**

City Attorney Archer mentioned Glumac, Inc. has suggested a modification to the contract template, and if anyone has questions, she is happy to step into an executive session if needed.

At 7:30 p.m., Mayor Putaansuu recessed the meeting for a 5-minute executive session pursuant to (RCW 42.30.110(1)(i)), regarding potential litigation or potential legal risks associated with a proposed action when public discussion would potentially have adverse financial or legal consequences for the agency. City Attorney Archer was invited to attend, and City Attorney Archer noticed action will follow.

**MOTION:** By Councilmember Trenary, seconded by Councilmember Lucarelli, to adopt a resolution, approving a contract with Glumac, Inc. not to exceed \$53,900 as presented.

**The motion carried.**

**(Resolution No. 040-23 and Contract No. 038-23)**

**E. Approval of Accepting a Public Fireworks Display Application for a Public Fireworks Display on July 1, 2023 (Time Stamp 1:00:47)**

**MOTION:** By Councilmember Lucarelli, seconded by Councilmember Cucciardi, to allow staff to accept the Fathoms O' Fun Fireworks Display application, allowing staff to process and approve the permit under POMC 5.60.

**The motion carried.**

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

There were no discussion items.

**10. REPORTS OF COUNCIL COMMITTEES (Time Stamp: 1:03:55)**

Councilmember Trenary reported on the April 17<sup>th</sup> Economic Development and Tourism Committee meeting.

Mayor Putaansuu reported the Utilities Committee is scheduled to meet in June. The Finance Committee is scheduled to meet in May. He also reported on the April 14<sup>th</sup> City Council Retreat.

Councilmember Chang reported on the April 25<sup>th</sup> Transportation Committee meeting.

**11. REPORT OF MAYOR (Time Stamp 1:10:57)**

The Mayor reported on the following:

- ARPA (American Rescue Plan Act) dollars and debt limit.
- Asked Councilmembers what they thought of the presentation earlier by Commissioner Gelder.

After discussion, Councilmembers would like the City to submit a letter stating we cannot support the County's Public Safety Sales Tax in the manner it was presented, as the City, and the voters, need more information and the City does not support the full 0.3% sales tax

- Asked Councilmembers if they would like to have a letter of support drafted to the County for the Mile Hill shelter. After discussion, Council indicated yes, they would.
- Legislative updates.
- Request from Mustangs on the Waterfront to be added to the resolution which grandfathers in their event. After brief discussion, Council was not in favor of moving forward.
- Attended a kickoff meeting for the Kitsap Regional Library Foundation for fundraising efforts for the library's portion of the new Community Events Center.
- Updates on City Hall clocktower clock options.
- In accordance with Ordinance 008-20 "Delegating Authority to the Mayor for Creating and Modification of Job Descriptions," he reported his approval of the revised job description for the Civil Engineer I position.

**12. REPORT OF DEPARTMENT HEADS (Time Stamp 1:35:45)**

Public Works Director Lang appreciates the Council's support with the public works items on the agenda tonight.

City Attorney Archer reported that Council had asked the Mystery Lane street vacation to be moved to tonight's agenda but due to continuing conversations with the applicants and their attorneys, it has been moved to the next business meeting

Police Chief Brown reported on hiring in the police department.

City Clerk Wallace reported on the importance of the clocktower chimes.

**13. CITIZEN COMMENTS (Time Stamp 1:39:53)**

**Sharron King**, Fathoms O' Fun Festival, thanked Council for voting on the fireworks show application so they can move forward, and thanked City Clerk Wallace for setting up a meeting with staff and local organizations regarding her event. Lastly, she spoke about the fireworks show and related costs and requested more lodging tax funding for the show.



Finance Director Crocker reported on ARPA funding and the City's annual audit.

**14. EXECUTIVE SESSION**

Executive Session was held earlier.

**15. GOOD OF THE ORDER (Time Stamp 1:48:29)**

There was no good of the order.

**16. ADJOURNMENT**

The meeting adjourned at 8:24 p.m. No other action was taken. Audio/Visual was successful.

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Brandy Wallace, MMC, City Clerk

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Robert Putaansuu, Mayor