



City of Port Orchard Council Meeting Agenda

July 11, 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, 3rd 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/82201033169>

Zoom Webinar ID: 822 0103 3169

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 an Ordinance Amending Port Orchard Municipal Code Chapter 10.12 Related to Parking, Stopping, or Standing in Certain Areas of the City (Lang) Page 4****D. Adoption of a Resolution Authorizing the Mayor to Sign a Release of Deed Restriction for Lots 1, 2, and 3 of Port Orchard Industrial Park Division 2 (Lang) Page 51****E. Adoption of a Resolution Approving a Decrease from State Approved Maximum Speed Limits on City Streets (Lang) Page 61**

- F. [Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof \(Wallace\)](#) **Page 67**

5. PRESENTATION

- A. Downtown Projects and Funding (Bond)
B. Association of Washington Cities Update (Deanna Dawson)

6. PUBLIC HEARING

- A. [South Kitsap Fire and Rescue Levy Ballot Measure](#) (Archer) **Page 69**

7. BUSINESS ITEMS

- A. [South Kitsap Fire and Rescue Levy Ballot Measure](#) (Archer) **Page 76**
B. [Adoption of an Ordinance Adopting New Port Orchard Municipal Code Chapters 13.05 \(Fats, Oil and Grease\) and 13.07 \(Cross Connection Control\)](#) (Lang) **Page 84**
C. [Adoption of a Resolution Amending the Procurement Policy to Increase Delegated Authority for Public Works Change Orders and Contract Amendments](#) (Lang) **Page 123**
D. [Approval of Amendment No. 5 to Contract No. 048-20 with Consor North America, Inc. for Well No. 11 Site Improvement Project](#) (Lang) **Page 153**
E. [Approval of the June 13, 2023, City Council Meeting Minutes](#) **Page 194**
F. [Approval of the June 20, 2023, City Council Work Study Meeting Minutes](#) **Page 200**

8. DISCUSSION ITEMS (No Action to be Taken)

9. REPORTS OF COUNCIL COMMITTEES

10. REPORT OF MAYOR

11. REPORT OF DEPARTMENT HEADS

12. CITIZEN COMMENTS

*(Please limit your comments to **3 minutes** for any items not up for Public Hearing. When recognized by the Mayor, please state your name for the official record. If you are attending remotely via telephone, enter *9 from your keypad to raise your hand.)*

- 13. 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.

14. CITY COUNCIL GOOD OF THE ORDER

15. ADJOURNMENT

COMMITTEE MEETINGS

Date & Time

Location

Economic Development and Tourism	TBD	Remote Access
Utilities	TBD, 2023; 5:00pm	Remote Access
Finance	July 18, 2023; 5:00pm	Remote Access
Transportation	July 25, 2023; 4:30pm	Remote Access
Festival of Chimes & Lights	July 17, 2023; 3:30pm	Remote Access

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

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

Land Use	July 19, 2023; 4:30pm	Remote Access
Lodging Tax Advisory	TBD, 2023	Remote Access
Sewer Advisory	September 20, 2023; 5:00pm	Remote Access
Outside Agency Committees	Varies	Varies



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Consent Agenda 4C</u>	Meeting Date:	<u>July 11, 2023</u>
Subject:	<u>Adoption of an Ordinance Amending</u>	Prepared by:	<u>Tony Lang</u>
	<u>Port Orchard Municipal Code Chapter 10.12</u>		<u>Public Works Director</u>
	<u>Related to Parking, Stopping, or Standing</u>	Atty Routing No:	<u>366922-0009</u>
	<u>In Certain Areas of the City</u>	Atty Review Date:	<u>July 5, 2023</u>

Summary: The City has codified regulations for parking at Port Orchard Municipal Code (POMC) Chapter 10.12. As a continued housekeeping measure, working in conjunction with the City's Parking Enforcement staff, the City's Public Works Department inventories existing parking signage on a continual basis and has compiled corrections, revisions, and modifications to current POMC Chapter 10.12 at Sections 10.12.460, 10.12.490, 10.12.500, 10.12.510, and 10.12.520 to reflect existing needs and conditions for parking within the City and to make grammatical and typographical corrections to these sections. By this Ordinance, the Council would adopt the recommended amendments (see attached redline of the Ordinance to assist with review).

Relationship to Comprehensive Plan: None

Recommendation: Staff recommends adoption of an Ordinance, amending POMC Chapter 10.12 Sections 10.12.460, 10.12.490, 10.12.500, 10.12.510, and 10.12.520 regarding Parking, Stopping or Standing in Certain Areas of the City.

Motion for Consideration: I move to adopt an Ordinance amending POMC Chapter 10.12, regarding Parking, Stopping or Standing in the City.

Fiscal Impact: None

Alternatives: Do not approve and provide further direction to staff

Attachments: Ordinance Amending POMC 10.12.460, 10.12.490, 10.12.500, 10.12.510, 10.12.520 (clean, for adoption)
Municipal Code Modifications: POMC 10.12.460, 10.12.490, 10.12.500, 10.12.510, 10.12.520 (redline to assist with review)

ORDINANCE NO. ____-23

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO PARKING, STANDING, AND STOPPING; AMENDING SECTIONS 10.12.460, 10.12.490, 10.12.500, 10.12.510, AND 10.12.520 OF THE PORT ORCHARD MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, in accordance with that authority, the City's regulations for this topic are codified at Port Orchard Municipal Code (POMC) Chapter 10.12, and POMC Section 10.12.050(1) authorizes the City Council to from time to time, establish parking prohibitions and restrictions on portions of certain specified streets, with those prohibitions and restrictions codified at POMC 10.12.460 through 10.12.530; and

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

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

WHEREAS, staff audited the existing regulations and identified necessary, specific revisions to POMC Section 10.12.460, Parking prohibited at all times, Section 10.12.490, Parking time limited on certain streets, Section 10.12.500, Parking time limited on certain city parking lots, and Section 10.12.510, Parking passes, Section 10.12.520, Parking passes- Rules; and

WHEREAS, the City Council has reviewed the proposed amendments and believes it to be in the best interests of the City to enact the proposed amendments; Now, Therefore

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

SECTION 1. Section 10.12.460 of the Port Orchard Municipal Code is hereby amended to read as follows:

10.12.460 Parking prohibited at all times.

(1) When signs or markings are installed giving notice thereof, no person shall park a vehicle at any time upon any of the streets or parts of streets described as follows:

- | | |
|----------------------|--|
| 1. Advantage Avenue: | on the west side of the north 350 feet of roadway and on the left-hand side, |
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- as the traffic flows, of the remainder of the street.
2. SW Alava Court: on the north side of the street.
3. Amherst Way SW: on both sides of the street.
4. Andasio Loop SE: on the outside curb along the entire loop.
5. Arnold Avenue E: along the west side of Arnold Avenue E, from the Lawrence Street intersection, to the northeast towards Bay Street, 100 feet.
6. Arnold Avenue E: along the east side of Arnold Avenue E, from the Bay Street intersection, to the south 66 feet.
7. Bay Street: at the intersection with Wharf Street (Mitchell Point), along the outside radius of the existing road as delineated by the established guardrail.
8. Bay Street: on the south side from Tracy Avenue, westerly for a distance of 200 feet.
9. Bay Street: on the north side, from the DeKalb Street pedestrian pier westerly for 70 feet and in front of 501 Bay Street.
10. Bay Street: at the southwest corner of the intersection with Arnold Avenue E, from the point of curvature to the point of tangency of the curve radius.
11. Bay Street: on the south side from

- Dekalb Street, 130 feet to the east.
12. Becky Avenue: on both sides of street, from Dallas Street south to dead end.
13. Bethel Avenue: on the west side from the driveway at 1130 Bethel Avenue, 245 feet north.
14. SW Bigler Way: on the south side of the street.
15. Bittern Lane: on both sides of the street from McCormick Village Drive to Wandering Way.
16. SW Blackburn Lane: on the south side of the street.
17. Bristol Lane SE: on the east side of the street.
18. SW Cardiff Street: on the south side of the street.
19. Castleton Road SW: on both sides of the street.
20. Cedar Canyon: on both sides of the street within 100 feet of the Tremont Street right-of-way.
21. Chanting Circle SW: on both sides of street, from Old Clifton Road 260 feet. Then on the east side to Chanting Circle. Then along the inside curb of the remaining part of Chanting Circle.
22. Chatterton Avenue SW: on the west side of street.
23. Chowchilla Way: on the south side of street.
24. SW Colbert Way: on left-hand side of street as the traffic flows, from Pickford Place SW to

- Chatterton Avenue SW.
25. Currant Lane SW: on the west side of the street.
26. Dallas Street: on the right-hand side, as the traffic flows.
27. DeKalb Street: on south side from Cline Avenue easterly to dead end.
28. DeKalb Street: on the south side, from Sidney Avenue westerly for a distance of 100 feet.
29. DeKalb Street: on the north side, from Tracy Avenue easterly to the end of DeKalb Street.
30. DeKalb Street: on the south side, from Mitchell Avenue to the east side of Tracy Avenue.
31. Donna Street: on the south side of street.
32. Donnegal Circle SW: on both sides of the street.
33. Egret Street: on the south side of the street.
34. Explorer Ave: on the inside radius of the street.
35. Fantail Place: on the east side of the street.
36. Farragut Avenue: on both sides, from DeKalb Street to Morton Street; except, on the east side, 160 feet north of DeKalb Street.
37. SW Fielder Place: on the west side including the cul-de-sac.
38. Fiscal Street: on the south side of the street.
39. Forest Park Street: on both sides of the street.

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| 40. Glenmore Loop: | on the inside radius of the entire loop. |
| 41. Glenwood Road SW: | on the north side, from Sidney Road 350 feet west. |
| 42. Great Glen Road SW: | on the south side, from Telford Way SW easterly for a distance of 200 feet. From this point, on the west side of the street to SW Alava Court. |
| 43. Great Glen Road SW: | on the east side, from SW Alava Court to Gleneagle Avenue SW. |
| 44. Grebe Way: | on the north side, from Siskin Circle to Swift Avenue. |
| 45. Guy Wetzel Street: | on both sides from Bay Street to Perry Avenue. |
| 46. Hales Court SW: | on both sides of the street. |
| 47. Hibiscus Circle SW: | on the outside radius of the entire circle. |
| 48. Huntington Street: | on both sides from Olney Avenue to Glenmore Loop and the north side from Glenmore Loop to west end terminus. |
| 49. Jabirin Way: | on the north side of street. |
| 50. Keppel Loop SW: | on both sides of the street. |
| 51. Kinross Road SW: | on the east side of the street. |
| 52. Koda Circle: | along fire lanes where marked/posted. |
| 53. Ladd Court SW: | on both sides of the street. |

54. Landis Court on the northeast side.
SW:
55. Lawrence on both sides of the
Street: street.
56. Lazuli Street: on the south side, from
Wigeon Avenue to Siskin
Circle.
57. Limerick on both sides of the
Drive SW: street.
58. Lippert on both sides, from
Drive: Pottery Avenue to
Advantage Street.
59. Lloyd on both sides from SW
Parkway: Old Clifton Road to
Lumsden Road.
60. Lone Bear on both sides from Feigley
Drive: Road to 100 feet west of
Chatterton Avenue SW.
61. Longview on east side of street.
Avenue:
62. Lowren on the right-hand side, as
Street: the traffic flows on the
one-way portion of the
street.
63. Lumsden on both sides of the
Road: street.
64. SE Markwick on both sides of the
Road: street.
65. Marymere on the south side,
Road SW: between Telford Way SW
and Marymere Road SW.
66. Marymere on the west side, from SW
Road SW: Alava Court to Great Glen
Road SW.
67. Mitchell on both sides, from Bay
Avenue: Street to Kitsap Street.
68. Murrelet on both sides, from Old
Avenue: Clifton Road to Siskin

- Circle.
69. SE Nordmann Loop: on the outside curb of the entire loop.
70. SW Old Clifton Road: on both sides from Chanting Circle SW to Campus Parkway.
71. Olivine Drive SW: on both sides of the street.
72. SW Pendleton Way: on the south side of the street.
73. Perry Avenue: on the west side of the street.
74. SW Perth Place: on the south side of the street.
75. Pickford Place SW: on the left-hand side as the traffic flows on the street, from SW Colbert Way to end of cul-de-sac.
76. Plisko Avenue: on both sides, from Mitchell Avenue to Mile Hill Drive.
77. Pottery Avenue: on both sides of the street, within 100 feet of the Tremont Street right-of-way.
78. Prospect Street: on the inside radius of the curve between Robert Geiger Street and Frederick Avenue.
79. Retsil Road: on the west side, from the north corporate limits to the south property line of 982 Retsil Road.
80. Robert Geiger Street: other than official city vehicles, parking is prohibited at all times along the south side, from Bay Street to Prospect Street.

81. Rockwell Avenue: on both sides, from Bay Street to Kitsap Street.
82. Ross Street: on the south side of the 400 block.
83. Sage Court: on both sides of street.
84. Sage Street: on both sides from Pottery Avenue east for a distance of 70 feet and on the left-hand side, as the traffic flows, on the remainder of the street.
85. Seattle Avenue: on the east side, from Bay Street southerly for a distance of 82 feet.
86. SW Sedge St: On the north side of the street including the cul-de-sac.
87. Sherman Avenue: on the east side of the 1200-1300 block from the dead end 980 feet north.
88. Sidney Avenue: on the west side from Bay Street to Prospect Street.
89. Siskin Circle: on the inside curb of Siskin Circle throughout the circle.
90. Snowridge Avenue: on the left-hand side, as the traffic flows on the street.
91. Sprague Street: on the right-hand side, as the traffic flows on the one-way portion of the street.
92. Sroufe Street: on the south side, from Sidney Avenue to Portland Avenue.
93. SW Stanwick Way: on the right-hand side of street as the traffic flows, from Lone Bear Drive to Pickford Place SW.

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| 94. Strathmore Circle SW: | on outside of circle traveling either direction. |
| 95. SW Sunnyside Street: | on the south side of the street. |
| 96. Sweany Street: | on the north side, from Cline Avenue westerly for a distance of 340 feet. |
| 97. Sweany Street: | on the south side, from Sidney Avenue westerly for a distance of 200 feet. |
| 98. Swift Avenue: | on west side, from Siskin Circle to Lazuli Street. |
| 99. Thornhill Avenue SW: | on the south side of the street. |
| 100. Tremont Place: | on both sides of street from 233 Tremont Place driveway to end of road guardrail. |
| 101. Tremont Street: | on both sides of the street, within 100 feet of Pottery Avenue right-of-way. |
| 102. Vardon Circle SW: | on both sides of the street. |
| 103. Viridian Avenue SW: | on both sides of the street. |
| 104. Wandering Way: | on the outside radius of the street. |
| 105. Warbler Way: | on both sides of street from Old Clifton Road to Siskin Circle. |
| 106. Warbler Way: | from Siskin Circle to curve (park) on south side and on east side from curve (park) to Grebe Way. |
| 107. Waverly Rd SW: | on the west side of the street. |

108. Wilkins Drive: on both sides, from the west terminus, eastward 350 feet.

(2) Violation of this section is a Class A infraction.

SECTION 2. Section 10.12.490 of the Port Orchard Municipal Code is hereby amended to read as follows:

10.12.490 Parking time limited on certain streets.

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

1. Ada Street: on both sides of Ada Street, from Sidney Avenue to Harrison Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
2. Arnold Avenue E: on the west side of Arnold Avenue E, south of Bay Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
3. Austin Avenue: on both sides, from Division Street to Dwight Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
4. Bay Street: on both sides, from

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

5. Bay Street: on the north side from the DeKalb Street pedestrian pier easterly for 110 feet. There will be 15-minute loading and unloading only.
6. Bay Street: on the south side from Port Orchard Boulevard to DeKalb Street and 130 feet east of DeKalb Street to Kitsap Street there will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday and federal holidays.
7. Bay Street: on west side of the 1500 and 1600 block. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
8. Bay Street: on the north side at Ross Point (SR 166). There will be four-hour parking.
9. Bay Street: on the south side of Bay Street, west of Arnold Avenue E. There will be

- two-hour parking from 8:00 a.m. to 5:00 p.m., on any day, except Saturday, Sunday, and federal holidays.
10. Bravo Terrace: on the east side, from the Bravo Terrace intersection south to the end of cul-de-sac. There will be two-hour parking at all times.
11. Cline Avenue: on both sides, from Kitsap Street to Dwight Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
12. Cline Avenue: from the northeast corner of Kitsap Street and Cline Avenue northerly along the east line of Cline Avenue to Bay Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
13. Cline Avenue: on both sides, from Taylor Street to Division Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
14. DeKalb Street: on both sides, from Seattle Avenue to Sidney Avenue. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday,

- Sunday, and federal holidays; except for a space on the south side of DeKalb Street beginning 105 feet east of Harrison Avenue and continuing easterly for 175 feet. The 175 feet as described shall be designated all day parking.
15. DeKalb Street: on the north side, from Sidney Avenue westerly for a distance of 120 feet. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
16. DeKalb Street: on the south side, from Tracy Avenue easterly to the end of DeKalb Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
17. DeKalb Street: on both sides, from Mitchell Avenue westerly for a distance of 340 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
18. DeKalb Street: on the north side, from Mitchell Avenue to Tracy Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

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

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

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

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

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

24. Dwight
Street: on both sides, from Austin
Avenue to Cline Avenue.

- There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
25. Farragut Avenue: on the east side, 160 feet north of DeKalb Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
26. Frederick Avenue: on both sides, from waterfront parking lot to Prospect Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
27. Harrison Avenue: on the east side, from Bay St northerly for a distance of 80 feet. There will be one-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
28. Harrison Avenue: on both sides, from DeKalb Street to Dwight Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
29. Harrison Avenue: on both sides, from Dwight Street to Division Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any

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

- holidays.
35. Mitchell Avenue: on the east side, from DeKalb Street southerly to the bus loading access road, shall be designated all day parking except for the revetment area which is two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
36. Morton Street: on both sides, from Rockwell Avenue westerly for a distance of 230 feet on both sides. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
37. Morton Street: on both sides, from Rockwell Avenue easterly for a distance of 230 feet on both sides. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
38. Prospect Street: on both sides, from Sidney Avenue to Robert Geiger Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m. (except where posted as one-hour parking for the City Permit Center located at 720 Prospect Street; holders of residential parking permits are not exempt from this

- restriction), on any day except Saturday, Sunday, and federal holidays, and the inside radius of the curve between Robert Geiger Street and Frederick Avenue.
39. Prospect Street: on both sides, from Kitsap Street to Robert Geiger Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays, except where 30-minute zone is delineated.
40. Prospect Street: along the green curb, in front of City Hall at 216 Prospect Street. There is 30-minute parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
41. Robert Geiger Street: on the north side, from Prospect Street to Bay Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
42. Seattle Avenue: on both sides, from Kitsap Street to Dwight Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
43. Seattle on both sides from

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

- Sunday, and federal holidays.
49. Sweany Street: on the south side, from Cline Avenue westerly for a distance of 300 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
50. Sweany Street: on the north side, from Sidney Avenue westerly for a distance of 200 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
51. Tracy Avenue: on both sides, from DeKalb Street to Guy Wetzel Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
52. Tracy Avenue: abutting 219 Tracy Avenue. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
53. Water Street: from Bay Street to waterfront on the west side. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

54. SW Yarrow St: on the south side, from Explorer Avenue westerly for a distance of 360 feet and easterly for a distance of 390 feet. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

(2) Violation of this section is a Class A infraction.

SECTION 3. Section 10.12.500 of the Port Orchard Municipal Code is hereby amended to read as follows:

10.12.500 Parking time limited on certain city parking lots.

(1) The city parking lots are identified as follows:

(a) Lot 2, which lies between Frederick Street and Sidney Avenue, north of Bay Street. Parking in Lot 2 shall be allowed for a maximum period of four hours, including two car charging stalls limited to four hours maximum, and one motorcycle stall.

(b) Lot 5, which is all parking spaces on City Hall property (first floor entry). Parking in Lot 5 shall be for City Hall ADA parking patrons and official vehicles only. The police chief or their designate may authorize deviations to this policy for Lot 5, if necessary. No monetary charge.

(c) Lot 6, which is all parking spaces abutting the landscaped area at the southwest corner of the intersection of Bay Street and DeKalb Street (Bayside Plaza). Parking in Lot 6 shall be allowed for a maximum period of two hours. No monetary charge.

(d) Lot 7, which is all parking spaces located on the library property. Parking in Lot 7 shall be limited to library staff only. Access to Lot 7 and parallel parking stalls via the adjacent parcel to the south pursuant to easement AF# (8903310122). No monetary charge.

(e) Lot 8, which lies east of City Hall, north of and adjacent to Prospect Alley (between Kitsap Street and Prospect Street). Lot 8 is for designated city vehicles and city employees via pass Monday through Friday. No monetary charge.

(f) Lot 9, 720 Prospect Street, which lies east of Lot 8, north of and adjacent to Prospect Alley (between Kitsap Street and Prospect Street). Lot 9 is for designated vehicles and city employees via pass Monday through Friday. No monetary charge.

(g) Lot 10, which lies on the east side of McCormick Village Drive between SW Old Clifton Road and SW Yarrow Street. Parking in Lot 10 shall be allowed for a maximum period of four hours, enforced on a 24-hour basis.

(h) Paul Powers Park, which lies north and east of the public works department “south shed” located at 2051 Sidney Avenue. Paul Powers Park parking is limited to dawn-to-dusk parking only.

(i) Van Zee Park, which lies south of Tremont Street and west of Sidney Avenue, located at 300 Tremont Street. Van Zee Park parking is limited to dawn-to-dusk parking only.

(j) Rockwell Pocket Park will be limited to two-hour parking from dawn to dusk.

(2) Parking restrictions in Lots 2, 5, 6, 7, 8 and 9 shall be enforced on a 24-hour basis, except Saturday, Sunday, and federal holidays within the city.

(3) Violation of this section is a Class A infraction.

SECTION 4. Section 10.12.510 of the Port Orchard Municipal Code is hereby amended to read as follows:

10.12.510 Parking passes.

Parking passes are established for city parking lots defined in POMC 10.12.500 and are subject to sales and use tax defined in RCW 82.14.020(3).

(1) Daily Contractor’s Parking Pass. A contractor’s parking pass shall be \$8.00 per day per parking space per 24-hour period. The purpose of this pass is to accommodate a temporary need of parking, as determined by the city engineer.

(2) City Employee Parking Pass. Each employee may receive one employee parking pass at no cost to the employee upon request to the finance department. The pass must be relinquished to the city on the employee’s last day of employment or at any time upon request by the city.

SECTION 5. Section 10.12.520 of the Port Orchard Municipal Code is hereby amended to read as follows:

10.12.520 Parking passes – Rules.

The following rules apply to the use of city parking passes as defined in POMC 10.12.510 as follows:

(1) Posting of Passes. Passes for carpool, city employee, and contractor’s passes must be affixed to the bottom portion of the hangtag provided and then hung from the rearview mirror located on the vehicle’s front windshield. If no rearview mirror exists, the hangtag shall be placed face up on the middle of the dash and made clearly visible from outside of the front of the vehicle. It is the responsibility of the pass holder to place the parking pass as described above.

(2) Enforcement. The city-issued parking pass allows the specified vehicle to park in a city-designated parking lot. The parking pass does not allow the vehicle to park in excess of the posted hours or be exempt from any posted parking rules in any other location. Violation of this section is a Class A infraction.

SECTION 6. Authorization to Post Signs. The City Engineer is hereby directed to post the signs as required by this Ordinance and as a result of the amendment of POMC Sections 10.12.460, 10.12.490, 10.12.500, 10.12.510, and 10.12.520 upon the effective date of this Ordinance.

SECTION 7. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 8. Effective Date. This ordinance shall be in full force and effect five (5) days after posting and publication as required by law. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State Law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 11th day of July 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

SPONSORED BY:

Scott Diener, Councilmember

PUBLISHED:

EFFECTIVE DATE:

Ordinance No. **XXX-23** – Tracked POMC Chapter 10.12

10.12.460 Parking prohibited at all times.

(1) When signs or markings are installed giving notice thereof, no person shall park a vehicle at any time upon any of the streets or parts of streets described as follows:

1. Advantage Avenue: on the west side of the north 350 feet of roadway and on the left-hand side, as the traffic flows, of the remainder of the street.

2. SW Alava Court: on the north side of the street.

32. Amherst Way SW: on both sides of the street.

43. Andasio Loop SE: on the outside curb along the entire loop.

54. Arnold Avenue E: along the west side of Arnold Avenue E, from the Lawrence Street intersection, to the northeast towards Bay Street, 100 feet.

65. Arnold Avenue E: along the east side of Arnold Avenue E, from the Bay Street intersection, to the south 66 feet.

76. Bay Street: at the intersection with Wharf Street (Mitchell Point), along the outside radius of the existing road as delineated by the established guardrail.

87. Bay Street: on the south side from Tracy Avenue, westerly for a distance of 200 feet.

98. Bay Street: on the north side, from the DeKalb Street pedestrian pier westerly for 70 feet and in front of 501 Bay Street.

109. Bay Street: at the southwest corner

of the intersection with
Arnold Avenue E, from
the point of curvature to
the point of tangency of
the curve radius.

~~110~~. Bay Street: on the south side from
Dekalb Street, 130 feet to
the east.

~~124~~. Becky
Avenue: on both sides of street,
from Dallas Street south
to dead end.

~~132~~. Bethel
Avenue: on the west side from the
driveway at 1130 Bethel
Avenue, 245 feet north.

~~14~~. SW Bigler
Way: on the south side of the
street.

~~153~~. Bittern
Lane: on both sides of the street
from McCormick Village
Drive to Wandering Way.

~~16~~. SW
Blackburn Lane: on the south side of the
street.

~~174~~. Bristol Lane
SE: on the east side of the
street.

~~18~~. SW Cardiff
Street: on the south side of the
street.

~~195~~. Castleton
Road SW: on both sides of the
street.

~~2046~~. Cedar
Canyon: on both sides of the street
within 100 feet of the
Tremont Street right-of-
way.

~~2147~~. Chanting
Circle SW: on both sides of street,
from Old Clifton Road 260
feet. Then on the east
side to Chanting Circle.
Then along the inside
curb of the remaining part
of Chanting Circle.

~~2248~~. Chatterton on the west side of street.

Avenue SW:

~~2319~~. Chowchilla Way: on the south side of street.

~~240~~. SW Colbert Way: on left-hand side of street as the traffic flows, from Pickford Place SW to Chatterton Avenue SW.

~~254~~. Currant Lane SW: on the west side of the street.

~~262~~. Dallas Street: on the right-hand side, as the traffic flows.

~~273~~. DeKalb Street: on south side from Cline Avenue easterly to dead end.

~~284~~. DeKalb Street: on the south side, from Sidney Avenue westerly for a distance of 100 feet.

~~295~~. DeKalb Street: on the north side, from Tracy Avenue easterly to the end of DeKalb Street.

~~3026~~. DeKalb Street: on the south side, from Mitchell Avenue to the east side of Tracy Avenue.

~~3127~~. Donna Street: on the south side of street.

~~3228~~. Donnegal Circle SW: on both sides of the street.

~~3329~~. Egret Street: on the south side of the street.

~~340~~. Explorer Ave: on the inside radius of the street.

~~354~~. Fantail Place: on the east side of the street.

~~362~~. Farragut Avenue: on both sides, from DeKalb Street to Morton Street; except, on the east side, 160 feet north of DeKalb Street.

~~373~~. SW Fielder Place: on the west side including the cul-de-sac.

~~384~~. Fiscal Street: on the south side of the street.

~~395~~. Forest Park Street: on both sides of the street.

~~403~~6. Glenmore Loop: on the inside radius of the entire loop.

~~413~~7. Glenwood Road SW: on the north side, from Sidney Road 350 feet west.

~~42~~. Great Glen Road SW: on the south side, from Telford Way SW easterly for a distance of 200 feet. From this point, on the west side of the street to SW Alava Court.

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~~43~~. Great Glen Road SW: on the east side, from SW Alava Court to Gleneagle Avenue SW.

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~~443~~8. Grebe Way: on the north side, from Siskin Circle to Swift Avenue.

~~453~~9. Guy Wetzel Street: on both sides from Bay Street to Perry Avenue.

~~469~~. Hales Court SW: on both sides of the street.

~~471~~. Hibiscus Circle SW: on the outside radius of the entire circle.

~~482~~. Huntington Street: on both sides from Olney Avenue to Glenmore Loop and the north side from Glenmore Loop to west end terminus.

~~493~~. Jabirin Way: on the north side of street.

~~504~~4. Keppel Loop SW: on both sides of the street.

~~51~~. Kinross Road on the east side of the

SW: street.

~~5245~~. Koda Circle: along fire lanes where marked/posted.

~~5346~~. Ladd Court SW: on both sides of the street.

~~5447~~. Landis Court SW: on the northeast side.

~~55~~. Lawrence Street: on both sides of the street.

~~5648~~. Lazuli Street: on the south side, from Wigeon Avenue to Siskin Circle.

~~5749~~. Limerick Drive SW: on both sides of the street.

~~589~~. Lippert Drive: on both sides, from Pottery Avenue to Advantage Street.

~~591~~. Lloyd Parkway: on both sides from SW Old Clifton Road to Lumsden Road.

~~6052~~. Lone Bear Drive: on both sides from Feigley Road to 100 feet west of Chatterton Avenue SW.

~~6153~~. Longview Avenue: on east side of street.

~~6254~~. Lowren Street: on the right-hand side, as the traffic flows on the one-way portion of the street.

~~6355~~. Lumsden Road: on both sides of the street.

~~64~~. SE Markwick Road: on both sides of the street.

~~65~~. Marymere Road SW: on the south side, between Telford Way SW and Marymere Road SW.

~~66~~. Marymere Road SW: on the west side, from SW Alava Court to Great Glen

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Road SW.

- ~~6756~~. Mitchell Avenue: on both sides, from Bay Street to Kitsap Street.
- ~~6857~~. Murrelet Avenue: on both sides, from Old Clifton Road to Siskin Circle.
- ~~6958~~. SE Nordmann Loop: on the outside curb of the entire loop.
- ~~7059~~. SW Old Clifton Road: on both sides from Chanting Circle SW to Campus Parkway.
- ~~7160~~. Olivine Drive SW: on both sides of the street.
- ~~7261~~. SW Pendleton Way: on the south side of the street.
- ~~73~~, SW Perth Place: on the south side of the street.
- ~~7462~~. Pickford Place SW: on the left-hand side as the traffic flows on the street, from SW Colbert Way to end of cul-de-sac.
- ~~7563~~. Plisko Avenue: on both sides, from Mitchell Avenue to Mile Hill Drive.
- ~~7664~~. Pottery Avenue: on both sides of the street, within 100 feet of the Tremont Street right-of-way.
- ~~7765~~. Prospect Street: on the inside radius of the curve between Robert Geiger Street and Frederick Avenue.
- ~~7866~~. Retsil Road: on the west side, from the north corporate limits to the south property line of 982 Retsil Road.
- ~~7967~~. Robert Geiger Street: other than official city vehicles, parking is prohibited at all times

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		along the south side, from Bay Street to Prospect Street.
	8068 . Rockwell Avenue:	on both sides, from Bay Street to Kitsap Street.
	8169 . Ross Street:	on the south side of the 400 block.
	8270 . Sage Court:	on both sides of street.
	8371 . Sage Street:	on both sides from Pottery Avenue east for a distance of 70 feet and on the left-hand side, as the traffic flows, on the remainder of the street.
	8472 . Seattle Avenue:	on the east side, from Bay Street southerly for a distance of 82 feet.
	8573 . SW Sedge St:	On the north side of the street including the cul-de-sac.
	8674 . Sherman Avenue:	on the east side of the 1200-1300 block from the dead end 980 feet north.
	8775 . Sidney Avenue:	on the west side from Bay Street to Prospect Street.
	8876 . Siskin Circle:	on the inside curb of Siskin Circle throughout the circle.
	8977 . Snowridge Avenue:	on the left-hand side, as the traffic flows on the street.
	9078 . Sprague Street:	on the right-hand side, as the traffic flows on the one-way portion of the street.
	9179 . Sroufe Street:	on the south side, from Sidney Avenue to Portland Avenue.

~~9280~~. SW Stanwick Way: on the right-hand side of street as the traffic flows, from Lone Bear Drive to Pickford Place SW.

~~9381~~. Strathmore Circle SW: on outside of circle traveling either direction.

~~94~~. SW Sunnyside Street: on the south side of the street.

~~9582~~. Sweany Street: on the north side, from Cline Avenue westerly for a distance of 340 feet.

~~9683~~. Sweany Street: on the south side, from Sidney Avenue westerly for a distance of 200 feet.

~~9784~~. Swift Avenue: on west side, from Siskin Circle to Lazuli Street.

~~98~~. Thornhill Avenue SW: on the south side of the street.

~~9985~~. Tremont Place: on both sides of street from 233 Tremont Place driveway to end of road guardrail.

~~10086~~. Tremont Street: on both sides of the street, within 100 feet of Pottery Avenue right-of-way.

~~10187~~. Vardon Circle SW: on both sides of the street.

~~10288~~. Viridian Avenue SW: on both sides of the street.

~~10389~~. Wandering Way: on the outside radius of the street.

~~10490~~. Warbler Way: on both sides of street from Old Clifton Road to Siskin Circle.

~~10591~~. Warbler Way: from Siskin Circle to curve (park) on south side and

	on east side from curve (park) to Grebe Way.
10692 . Waverly Rd SW:	on the west side of the street.
10793 . Wilkins Drive:	on both sides, from the west terminus, eastward 350 feet.

(2) Violation of this section is a Class A infraction. (Ord. 005-23 § 1; Ord. 049-22 § 2; Ord. 029-22 § 1 (Exh. A)).

10.12.490 Parking time limited on certain streets.

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

1. Ada Street: on both sides of Ada Street, from Sidney Avenue to Harrison Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
2. Arnold Avenue E: on the west side of Arnold Avenue E, south of Bay Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
3. Austin Avenue: on both sides, from Division Street to Dwight Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday,

- Sunday, and federal holidays.
4. Bay Street: on both sides, from Orchard Avenue to Harrison Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays. Vehicles with residential parking permits are not exempt from the parking restrictions specified within this subsection.
5. Bay Street: on the north side from the DeKalb Street pedestrian pier easterly for 110 feet. There will be 15-minute loading and unloading only.
6. Bay Street: on the south side from Port Orchard Boulevard to DeKalb Street and 130 feet east of DeKalb Street to Kitsap Street there will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday and federal holidays.
7. Bay Street: on west side of the 1500 and 1600 block. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
8. Bay Street: on the north side at Ross Point (SR 166). There will be four-hour parking.

9. Bay Street: on the south side of Bay Street, west of Arnold Avenue E. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day, except Saturday, Sunday, and federal holidays.
10. Bravo Terrace: on the east side, from the Bravo Terrace intersection south to the end of cul-de-sac. There will be two-hour parking ~~from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays, at all~~ times.
11. Cline Avenue: on both sides, from Kitsap Street to Dwight Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
12. Cline Avenue: from the northeast corner of Kitsap Street and Cline Avenue northerly along the east line of Cline Avenue to Bay Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
13. Cline Avenue: on both sides, from Taylor Street to Division Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

14. DeKalb Street: on both sides, from Seattle Avenue to Sidney Avenue. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays; except for a space on the south side of DeKalb Street beginning 105 feet east of Harrison Avenue and continuing easterly for 175 feet. The 175 feet as described shall be designated all day parking.
15. DeKalb Street: on the north side, from Sidney Avenue westerly for a distance of 120 feet. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
16. DeKalb Street: on the south side, from Tracy Avenue easterly to the end of DeKalb Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
17. DeKalb Street: on both sides, from Mitchell Avenue westerly for a distance of 340 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
18. DeKalb Street: on the north side, from Mitchell Avenue to Tracy

- Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
19. Division Street: on both sides, from Sidney Avenue to Seattle Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
20. Division Street: on both sides, from Cline Avenue to Sidney Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
21. Division Street: on both sides from Cline Avenue westerly to dead end. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday and federal holidays.
22. Dwight Street: on both sides, from Sidney Avenue to Seattle Avenue. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
23. Dwight Street: on both sides, from Mitchell Avenue westerly for a distance of 250 feet. There will be two-hour parking from 8:00 a.m. to

- 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
24. Dwight Street: on both sides, from Austin Avenue to Cline Avenue. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
25. Farragut Avenue: on the east side, 160 feet north of DeKalb Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
26. Frederick Avenue: on both sides, from waterfront parking lot to Prospect Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
27. Harrison Avenue: on the east side, from Bay St northerly for a distance of 80 feet. There will be one-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
28. Harrison Avenue: on both sides, from DeKalb Street to Dwight Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

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

- hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
35. Mitchell Avenue: on the east side, from DeKalb Street southerly to the bus loading access road, shall be designated all day parking except for the revetment area which is two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
36. Morton Street: on both sides, from Rockwell Avenue westerly for a distance of 230 feet on both sides. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
37. Morton Street: on both sides, from Rockwell Avenue easterly for a distance of 230 feet on both sides. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
38. Prospect Street: on both sides, from Sidney Avenue to Robert Geiger Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m. (except where posted as one-hour parking for the City Permit Center located

- at 720 Prospect Street; holders of residential parking permits are not exempt from this restriction), on any day except Saturday, Sunday, and federal holidays, and the inside radius of the curve between Robert Geiger Street and Frederick Avenue.
39. Prospect Street: on both sides, from Kitsap Street to Robert Geiger Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays, except where 30-minute zone is delineated.
40. Prospect Street: along the green curb, in front of City Hall at 216 Prospect Street. There is 30-minute parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
41. Robert Geiger Street: on the north side, from Prospect Street to Bay Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
42. Seattle Avenue: on both sides, from Kitsap Street to Dwight Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day

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

- hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
49. Sweany Street: on the south side, from Cline Avenue westerly for a distance of 300 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
50. Sweany Street: on the north side, from Sidney Avenue westerly for a distance of 200 feet. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
51. Tracy Avenue: on both sides, from DeKalb Street to Guy Wetzel Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
52. Tracy Avenue: abutting 219 Tracy Avenue. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
53. Water Street: from Bay Street to waterfront on the west side. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday,

54. SW Yarrow St: Sunday, and federal holidays.
on the south side, from Explorer Avenue westerly for a distance of 360 feet and easterly for a distance of 390 feet. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.

(2) Violation of this section is a Class A infraction. (Ord. 005-23 § 2; Ord. 049-22 § 3; Ord. 029-22 § 1 (Exh. A)).

10.12.500 Parking time limited on certain city parking lots.

(1) The city parking lots are identified as follows:

~~(a) Lot 1, which lies between Orchard and Frederick Streets, on the north of Bay Street. Parking in Lot 1 is a combination of city parking and Port Orchard Marina parking. Port Orchard Marina parking is the three northernmost rows and shall be managed by the Port of Bremerton. City parking is limited to four hours maximum and/or monthly merchant parking.~~

~~(a)~~ Lot 2, which lies between Frederick Street and Sidney Avenue, north of Bay Street. Parking in Lot 2 shall be allowed for a maximum period of four hours, including two car charging stalls limited to four hours maximum, and one motorcycle stall.

~~(c) Lot 3, which is the five rows of parking area under city jurisdiction west of Harrison Avenue and east of and parallel to the library's easternmost exterior wall. Parking in the three westerly rows of Lot 3 shall be allowed for a maximum period of four hours at no monetary charge. Parking in the easterly two rows is paid parking and shall require a paid daily parking pass as established in POMC 10.12.520.~~

~~(d) Lot 4, which is all parking area under city jurisdiction which lies east of Parking Lot 3 and Harrison Avenue and west of the Marina Park. Parking in Lot 4 is a combination of free two-hour parking for the park at the most northerly and easterly corner and paid parking and shall require a paid daily parking pass as established in POMC 10.12.520. Parking is prohibited at all times on Saturdays from 5 a.m. to 5:00 p.m., from April 1st through October 31st.~~

(~~b~~e) Lot 5, which is all parking spaces on City Hall property (first floor entry). Parking in Lot 5 shall be for City Hall ADA parking patrons and official vehicles only. The police chief or their designate may authorize deviations to this policy for Lot 5, if necessary. No monetary charge.

(~~c~~f) Lot 6, which is all parking spaces abutting the landscaped area at the southwest corner of the intersection of Bay Street and DeKalb Street (Bayside Plaza). Parking in Lot 6 shall be allowed for a maximum period of two hours. No monetary charge.

(~~d~~e) Lot 7, which is all parking spaces located on the library property. Parking in Lot 7 shall be limited to library staff only. Access to Lot 7 and parallel parking stalls via the adjacent parcel to the south pursuant to easement AF# (8903310122). No monetary charge.

(~~e~~h) Lot 8, which lies east of City Hall, north of and adjacent to Prospect Alley (between Kitsap Street and Prospect Street). Lot 8 is for designated city vehicles and city employees via pass Monday through Friday. No monetary charge.

(~~f~~i) Lot 9, 720 Prospect Street, which lies east of Lot 8, north of and adjacent to Prospect Alley (between Kitsap Street and Prospect Street). Lot 9 is for designated vehicles and city employees via pass Monday through Friday. No monetary charge.

(~~g~~i) Lot 10, which lies on the east side of McCormick Village Drive between SW Old Clifton Road and SW Yarrow Street. Parking in Lot 10 shall be allowed for a maximum period of four hours, enforced on a 24-hour basis.

(~~h~~k) Paul Powers Park, which lies north and east of the public works department "south shed" located at 2051 Sidney Avenue. Paul Powers Park parking is limited to dawn-to-dusk parking only.

(~~i~~l) Van Zee Park, which lies south of Tremont Street and west of Sidney Avenue, located at 300 Tremont Street. Van Zee Park parking is limited to dawn-to-dusk parking only.

(~~j~~m) Rockwell Pocket Park will be limited to two-hour parking from dawn to dusk.

(2) Parking restrictions in Lots ~~1~~, 2, ~~3~~, ~~4~~, 5, 6, 7, 8 and 9 shall be enforced on a 24-hour basis, except Saturday, Sunday, and federal holidays within the city.

~~(3) Parking restrictions in Lot 4 shall also be enforced on a 24-hour basis on each Saturday in the period of April 1st to October 31st.~~

~~(4) Currency through electronic payment in an electronic parking pay station or similar instrument provided near the parking space for each 12-hour interval or part thereof.~~

(~~3~~5) Violation of this section is a Class A infraction. (Ord. 005-23 § 3; Ord. 049-22 § 4; Ord. 029-22 § 1 (Exh. A)).

10.12.510 Parking passes.

Parking passes are established for city parking lots defined in POMC 10.12.500 and are subject to sales and use tax defined in RCW 82.14.020(3).

~~(1) Hourly Public Parking Pass. An hourly public parking pass is available to the general public and will require the payment as designated in subsection (1)(a) of this section in United States currency through electronic payment in an electronic parking pay station or similar instrument provided near the parking space for each one-hour interval.~~

~~(a) Hourly public parking pass rates are as follows: \$1.00.~~

~~(2) Daily Public Parking Pass. A daily public parking pass is available to the general public and will require the payment as designated in subsection (2)(a) of this section in United States currency through electronic payment in an electronic parking pay station or similar instrument provided near the parking space for each 12-hour interval or part thereof.~~

~~(a) Daily public parking pass rates are as follows: \$8.00.~~

~~(3) Weekly Public Parking Pass. A weekly public parking pass is available to the general public and will require the payment as designated in subsection (3)(a) of this section in United States currency through electronic payment in an electronic parking pay station or similar instrument provided near the parking space. The weekly pass will be good for five consecutive business calendar days from the date of purchase. Weekly parking passes are nonrefundable and not valid Saturday, Sunday, and federal holidays, and will not be prorated.~~

~~(a) Weekly public parking pass rates are as follows: \$38.00.~~

~~(4) Monthly Downtown Merchant Parking Pass. A downtown merchant parking pass is available to documented business owners, and their documented employees, whose business and place of employment is located in the downtown Port Orchard area between and including the 500 and 1300 blocks of Bay Street and the north and west side of Prospect Street. Downtown merchant parking passes will require the payment as designated in subsection (4)(a) of this section in United States currency and may be purchased from the city finance department. Downtown merchant parking passes are nonrefundable.~~

~~(a) Monthly downtown merchant parking pass rates are as follows: \$35.00.~~

~~(5) Monthly Commuter Vanpool or Carpool Parking Pass (Three or More Persons per Vehicle, Registered With Kitsap Transit). A commuter vanpool or carpool parking pass is available to registered vanpools and carpools and will require the payment as designated in subsection (5)(a) of this section in United States currency. Commuter vanpool or carpool parking passes may be purchased from the city finance department. Commuter vanpool or carpool parking passes are nonrefundable; guarantee designated parking spaces between the hours of 4:00 a.m. and 10:00 a.m. except Saturday, Sunday and federal holidays; and will not be prorated. Does not apply to city employee Lot 8 carpool designated stalls.~~

~~(a) Monthly commuter vanpool or carpool parking pass rates are as follows: \$35.00.~~

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(16) Daily Contractor's Parking Pass. A contractor's parking pass shall be \$8.00 per day per parking space per 24-hour period. The purpose of this pass is to accommodate a temporary need of parking, as determined by the city engineer.

(27) City Employee Parking Pass. Each employee may receive one employee parking pass at no cost to the employee upon request to the finance department. The pass must be relinquished to the city on the employee's last day of employment or at any time upon request by the city. (Ord. 005-23 § 4; Ord. 029-22 § 1 (Exh. A)).

10.12.520 Parking passes – Rules.

The following rules apply to the use of city parking passes as defined in POMC 10.12.510 as follows:

~~(1) Applicable Parking Lots. The city-issued parking passes, except for the contractor's parking pass, are applicable only to Lot 1 and Lot 4. The city-issued parking passes, to include the contractor's parking pass, do not provide parking privileges in city-owned Lots 2, 3, 5, 6, or 7. Available parking areas for contractor's parking passes will be specified when the parking pass is issued. This subsection does not apply to city employee Lot 8.~~

~~(2) Stalls Reserved 4:00 a.m. to 10:00 a.m. Designated parking stalls in Lot 1 and Lot 4 will be marked to allow parking only by monthly public parking pass, downtown merchant parking pass, and commuter vanpool or carpool parking pass holders between the hours of 4:00 a.m. and 10:00 a.m. except Saturday, Sunday and federal holidays.~~

(13) Posting of Passes. ~~The city-issued parking passes for hourly and daily parking must be affixed on the inside of the vehicle's driver's door window (not the front windshield).~~ Passes for ~~monthly, merchant,~~ carpool, city employee, and contractor's passes must be affixed to the bottom portion of the hangtag provided and then hung from the rearview mirror located on the vehicle's front windshield. If no rearview mirror exists, the hangtag shall be placed face up on the middle of the dash and made clearly visible from outside of the front of the vehicle. It is the responsibility of the pass holder to place the parking pass as described above.

(24) Enforcement. The city-issued parking pass allows the specified vehicle to park in a city-designated ~~paid~~ parking lot, ~~without making daily parking fee deposits.~~ The parking pass does not allow the vehicle to park in excess of the posted hours or be exempt from any posted parking rules in any other location. Violation of this section is a Class A infraction. (Ord. 005-23 § 5; Ord. 029-22 § 1 (Exh. A)).



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

Agenda Staff Report

Agenda Item No.:	<u>Consent Agenda 4D</u>	Meeting Date:	<u>July 11, 2023</u>
Subject:	<u>Adoption of a Resolution Authorizing the Mayor</u>	Prepared by:	<u>Tony Lang</u>
	<u>to Sign a Release of Deed Restriction for Lots</u>		<u>Public Works Director</u>
	<u>1, 2, and 3 of Port Orchard Industrial Park</u>	Atty Routing No:	<u>366922-0009</u>
	<u>Division 2</u>	Atty Review Date:	<u>July 5, 2023</u>

Summary: In 2005, the then owners of real property identified as Kitsap County Tax Parcel No. 342401-3-033-2002, commonly referred to as Lots 1, 2, and 3 of the Port Orchard Industrial Park Division 2 Plat (the “Property”), executed and recorded a Deed Restriction at the direction of the City of Port Orchard. The Deed Restriction prohibits the issuance of any building permits for Lots 1, 2, and 3 of Port Orchard Industrial Park Division 2 until certain improvements were completed pursuant to City Permit No. 9236 and accepted by the City. Public Works Staff has reviewed and accepted the required improvements, and confirmed they are complete.

Recommendation: Staff recommends that the City Council adopt a Resolution, authorizing the Mayor to sign a Release of Deed Restriction for Lots 1, 2, & 3 of Port Orchard Industrial Park Division 2.

Relationship to Comprehensive Plan: Chapter 2: Land use

Motion for Consideration: I move to adopt a Resolution authorizing the Mayor to sign a Release of Deed Restriction for Lots 1, 2, & 3 of Port Orchard Industrial Park Division 2.

Fiscal Impact: None.

Alternatives: Do not approve and provide further guidance

Attachments: Resolution
Release, Discharge and Termination of Deed Restrictions on Plat
Courtesy copy of Deed Restriction

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN A RELEASE OF DEED RESTRICTION FOR LOTS 1, 2 AND 3
OF PORT ORCHARD INDUSTRIAL PARK DIVISION 2.**

WHEREAS, in 2005, the then owners of real property identified as Kitsap County Tax Parcel No. 342401-3-033-2002, commonly referred to as Lots 1, 2, and 3 of the Port Orchard Industrial Park Division 2 Plat, executed and recorded a Deed Restriction at the direction of the City of Port Orchard; and

WHEREAS, the Deed Restriction prohibits the issuance of any building permits for Lots 1, 2, and 3 of Port Orchard Industrial Park Division 2 until certain improvements were completed pursuant to City Permit No. 9236 and accepted by the City; and

WHEREAS, Public Works staff has reviewed and recommends acceptance of the required improvements and confirmed they are complete; now, therefore,

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

THAT: The City Council authorizes the Mayor to sign a Release of Deed Restriction for Lots 1, 2, & 3 of Port Orchard Industrial Park Division 2, hereby attached as Exhibit A, and to take all action consistent with this authorization to effectuate the same.

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 11th day of July 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

CITY OF PORT ORCHARD
Attn: City Clerk, Brandy Wallace
216 Prospect Street
Port Orchard, WA 98366

DOCUMENT TITLE:	Release of Deed Restriction
REFERENCE NUMBER(S) OF RELATED DOCUMENTS:	200505190055; 200505050045; 3106119
GRANTOR:	CITY OF PORT ORCHARD
ABBREVIATED LEGAL DESCRIPTION:	SEE EXHIBIT A
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):	5491-000-001-0004; 5491-000-002-0003; 5491-000-003-0002

**RELEASE, DISCHARGE AND TERMINATION OF
DEED RESTRICTIONS ON PLAT**

This Release, Discharge and Termination of Deed Restrictions on Plat (this "Release") is made, executed and given effective this ____ day of July 2023.

WHEREAS, in 2005, the then owners of real property identified as Kitsap County Tax Parcel No. 342401-3-033-2002, legally described as set forth on Exhibit A hereto and commonly referred to as Lots 1, 2, and 3 of the Port Orchard Industrial Park Division 2 Plat (the "Property"), executed and recorded a Deed Restriction at the direction of the City of Port Orchard, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the Deed Restriction (Exhibit B) prohibits the issuance of any building permits for Lots 1, 2 and 3 of Port Orchard Industrial Park Division 2, until certain improvements were completed pursuant to City Permit No. 9236 and accepted by the City; and

WHEREAS, the City has reviewed and accepted the required improvements; and

WHEREAS, the Deed Restriction (Exhibit B) instructs that the Deed Restriction shall be released and building permits shall be issued upon review and acceptance of the required improvements; and

WHEREAS, as a consequence of the foregoing, the Deed Restrictions on the Plat are no longer relevant to or needed for the purposes for which imposed and should be formally released of record, now, therefore:

1. Each of the foregoing recitals is true and incorporated into and made a part of the terms of this Release.

2. The City confirms that all required improvements have been constructed, inspected and accepted by the City. Accordingly, the Deed Restrictions set on Exhibit B hereto are hereby unconditionally, irrevocably and forever fully waived, released, discharged, terminated and canceled and are of no further force or effect.

DATED AND EFFECTIVE the day and year first written above.

CITY OF PORT ORCHARD

By: _____
Robert Putaansuu, Mayor

[illegible]

I certify that I know or have satisfactory evidence that _____ 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 as the _____ on behalf of the City of Port Orchard and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington

Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL NO. 5491-000-001-0004

LOT 001, PORT ORCHARD INDUSTRIAL PARK DIV. 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 31 OF PLATS, PAGE(S) 200-202, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON; SITUATE IN KITSAP COUNTY, WASHINGTON.

PARCEL NO. 5491-000-002-0003

LOT 002, PORT ORCHARD INDUSTRIAL PARK DIV. 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 31 OF PLATS, PAGE(S) 200-202, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON; SITUATE IN KITSAP COUNTY, WASHINGTON.

PARCEL NO. 5491-000-003-0002

LOT 003, PORT ORCHARD INDUSTRIAL PARK DIV. 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 31 OF PLATS, PAGE(S) 200-202, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON; SITUATE IN KITSAP COUNTY, WASHINGTON.

EXHIBIT B
COPY OF RELEASED DEED RESTRICTION

-4-

630949.1 - 362330 -0014
10700619.1 - 366922 - 0001

N. L. OLSON & ASSOCIATES, INC.

2453 Bethel Avenue
P.O. Box 637
PORT ORCHARD, WASHINGTON 98366
(360) 876-2284
FAX (360) 876-1487

LETTER OF TRANSMITTAL

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

DATE <u>5-5-05</u>	JOB NO. <u>4304</u>
ATTENTION	
RE:	
<u>Port Orchard</u>	
<u>INDUSTRIAL PARK</u>	
<u>DIVISION 2</u>	
<u>LOTS 1, 2 and 3</u>	

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1			Recorded "Deed Restriction"

THESE ARE TRANSMITTED as checked below:

- ☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☒ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 20 _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____



200505190055

Page: 1 of 3

05/19/2005 12:14P

NORMAN L OLSON

DEED

\$21.00

Kitsap Co, WA



200505050045

Page: 1 of 3

05/05/2005 12:03P

NORMAN L OLSON

DEED

\$21.00

Kitsap Co, WA

EXCISE TAX EXEMPT MAY 5 2005

After Recording Please Return To:

Norman L. Olson II PE
 NL Olson & Associates
 P.O. Box 637
 Port Orchard, WA 98366

*Re-Record to Replace
 Plat Map*

DOCUMENT TITLE: DEED RESTRICTION

REFERENCE NUMBER(S) OF RELATED DOCUMENTS: 3106119

GRANTOR(S): WARREN E. LUMSDEN

GRANTEE(S): *City of Port Orchard*

LEGAL DESCRIPTION (abbreviated form): S34 T24 R1E L1,2,3

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: 342401-3-033-2002

KNOW ALL PERSONS PRESENT AS FOLLOWS:

Warren E. Lumsden is the owner of certain real property legally described as Lots 1, 2, and 3 of the Port Orchard Industrial Park Division 2. The plat for Divisions 1 and 2 of Port Orchard Industrial Park is recorded under Auditor's File No. 3106119, records of Kitsap County, Washington.

A copy of the plat for the Port Orchard Industrial Park is attached as Exhibit A to this document and incorporated herein by reference as though fully set forth.

The City of Port Orchard has issued Lumsden and/or his agents an excavation/stormwater permit that requires Lumsden to make certain improvements on Lots 1, 2, and 3. The City has requested that this deed restriction be put in place

on Lots 1, 2, and 3 of Division 2 of Port Orchard Industrial Park prohibiting the issuance of any building permits for said lots until the improvements described in the excavation/stormwater permit have been completed pursuant to City Permit No. 9236 and accepted by the City.

NOW, THEREFORE,

Warren E. Lumsden by his signature hereto restricts the title of Lots 1, 2, and 3 of Division 2 of the Port Orchard Industrial Park plat to prohibit the issuance of any building permits until the excavation and stormwater improvements on these properties are completed per City Permit No. 9236 and accepted by the City. Upon the recording on these Lots 1, 2, and 3 of Division 2 of the Port Orchard Industrial Park plat of the final acceptance by the City of Port Orchard that the improvements required by City Permit No. 9236 have been completed, this deed restriction shall be released and building permits shall issue.


Dated this 4th of MAY, 2005.


Warren E. Lumsden

STATE OF WASHINGTON)
County of Kitsap) ss.

On this day personally appeared before me, Warren E. Lumsden, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4 day of may, 2005.


NOTARY PUBLIC
Print Name: DALynne Singleton
My appointment expires: 3/2007

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Page: 2 of 3
05/05/2005 12:03P
NORMAN L OLSON DEED \$21.00 Kitsap Co, WA

 200505190055
Page: 2 of 3
05/19/2005 12:14P
NORMAN L OLSON DEED \$21.00 Kitsap Co, WA

1/4 SECTION CORNER
 CENTER POINT FILED RED TIE
 CALCULATED FROM THE RECORDS
 OF R. M. MCGINNIS & ASSOC., INC.
 1/4 SECTION CORNER
 CENTER POINT FILED RED TIE
 CALCULATED FROM THE RECORDS
 OF R. M. MCGINNIS & ASSOC., INC.

PORT ORCHARD INDUSTRIAL PARK DIV. 2 Situate Within the Northwest Quarter of the Southwest Quarter of Section 34, Township 24 North, Range 1 East, W.M., City of Port Orchard, Kitsap County, Washington

N.L. Olson & Associates, Inc.
 Engineering, Planning and Surveying
 (P.O.) Box 3500 or (P.O.) Box 2504
 Port Orchard, WA 98365
 Phone: 206-398-8377



Scale: 1" = 100'



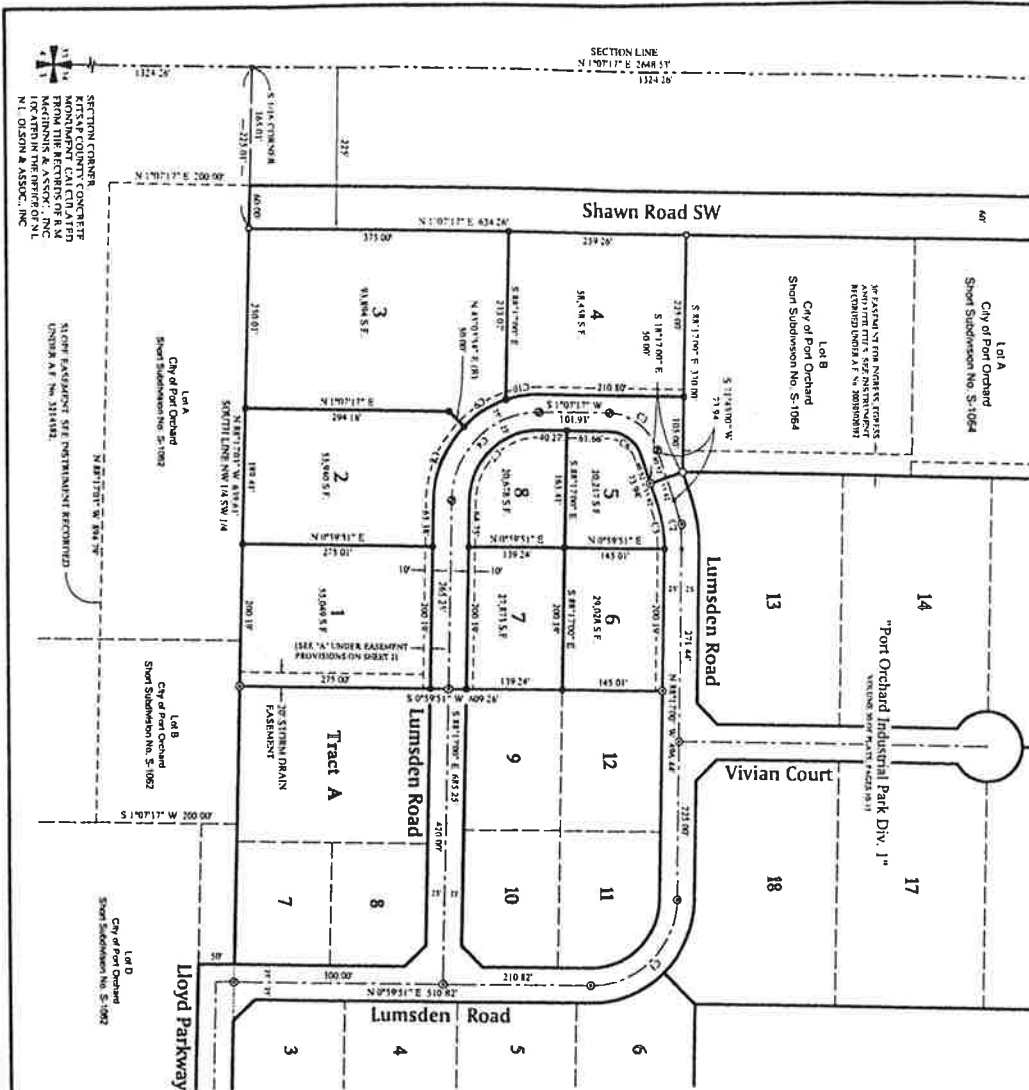
MASS OF BEARING
 VOLUME 30 OF PLATS, PAGES 10, 11, 12 AND 13

Curve Table

CURVE	DELTA	RADIUS	LENGTH
C1	89°16'30"	121.00'	194.74'
C2	20°10'00"	265.00'	92.41'
C3	89°24'17"	121.00'	193.05'
C4	20°10'00"	265.00'	92.41'
C5	89°24'17"	121.00'	193.05'
C6	20°10'00"	265.00'	92.41'
C7	89°24'17"	121.00'	193.05'
C8	20°10'00"	265.00'	92.41'
C9	89°24'17"	121.00'	193.05'
C10	20°10'00"	265.00'	92.41'



Sheet 3 of 3





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	Meeting Date:	July 11, 2023
Subject:	Adoption of a Resolution Approving a	Prepared by:	Tony Lang
	Decrease from State Approved		PW Director
	Maximum Speed Limits on City Streets	Atty Routing No:	366922-0009
		Atty Review Date:	July 6, 2023

Summary: The State of Washington establishes the maximum speed limits for city and town streets, county roads, and state highways to ensure uniformity statewide. *See* RCW 46.61.400. The procedures to alter speed limits, in conformance with state law, were adopted by the City at Ordinance No. 1479. Consistent with that ordinance, the City Council adopted Resolution No. 047-23, which altered the maximum speed limit on some City streets.

By this Resolution, the City Council would repeal and replace the previous resolution modifying the maximum speed limit on some city streets and intersections.

Recommendation: Staff recommends that the City Council adopt a Resolution, repealing the previous legislation and establishing modified speed limits on some city streets and intersections.

Relationship to Comprehensive Plan: Chapter 8 - Transportation

Motion for Consideration: I move to adopt a Resolution repealing Resolution 047-23 and establishing modified speed limits on some city streets and intersections.

Fiscal Impact: N/A.

Alternatives: Do not approve and provide alternative guidance.

Attachments: Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, REPEALING AND REPLACING RESOLUTION NO. 047-23, ESTABLISHING INCREASES AND/OR DECREASES OF SPEED LIMITS ON CITY STREETS AND INTERSECTIONS.

WHEREAS, RCW 46.61.415, as adopted by the City of Port Orchard at Ordinance No. 1479, sets forth the procedure for a municipality such as the City to alter the maximum speed permitted by state law on city arterials, streets, and other rights-of-way; and

WHEREAS, pursuant to RCW 46.61.415(1), a city may raise or lower the maximum speed limit on city streets based on an engineering and traffic investigation, within certain established limits; and

WHEREAS, pursuant to Ordinance No. 1479, the raising or lowering of the maximum posted speed limit shall be adopted by Council Resolution; and

WHEREAS, the default speed limit established in RCW 46.61.400 for city streets is 25 MPH; and

WHEREAS, over time, the City acquires streets through new development where the engineer-approved speed limit is over or under the default speed limit of 25 MPH; and

WHEREAS, the modifications to the default speed limit set forth herein are supported by engineering, traffic investigations, and approved development plans on file with the City's Public Works Department and/or Department of Community Development; and

WHEREAS, the City Council of the City of Port Orchard finds that it is necessary and appropriate to alter the vehicular speeds permitted by state law on certain designated streets in the city by resolution and the posting of appropriate signs; Now, Therefore,

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

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

THAT: Resolution No. 047-23 is hereby repealed.

THAT: The City Council authorizes the alteration of the maximum speed permitted by state law on City streets or intersections as follows:

Section 1. DECREASE OF SPEED LIMIT. When signs are erected by the City Engineer giving notice thereof, the speed permitted by state law within those streets and intersections described in this section should be decreased during the times specified:

- (A) Addison Road SW, twenty miles per hour at all times;
- (B) SW Alava Court, twenty miles per hour at all times;
- (C) SW Bigler Way, twenty miles per hour at all times;
- (D) SW Blackburn Lane, twenty miles per hour at all times;
- (E) SW Cardiff Street, twenty miles per hour at all times;
- (F) Dunmore Lane SW, twenty miles per hour at all times;
- (G) SW Fielder Place, twenty miles per hour at all times;
- (H) Great Glen Road SW, twenty miles per hour at all times;
- (I) Kinross Road SW, twenty miles per hour at all times;
- (J) Ladd Court SW, twenty miles per hour at all times;
- (K) Marymere Road SW, twenty miles per hour at all times;
- (L) SW Pendleton Way, twenty miles per hour at all times;
- (M) SW Perth Place, twenty miles per hour at all times;
- (N) Rebel Road SW, twenty miles per hour at all times;
- (O) SW Sedge Street, twenty miles per hour at all times;
- (P) SW Sunnyside Street, twenty miles per hour at all times;
- (Q) SW Sylvia Court, twenty miles per hour at all times;
- (R) Thornhill Ave SW, twenty miles per hour at all times;
- (S) Waverly Road SE, twenty miles per hour at all times;

-
- (T) Dwight Street from Seattle Avenue to Harrison Avenue, twenty miles per hour at all times;
 - (U) DeKalb Street from Seattle Avenue to Harrison Avenue, twenty miles per hour at all times;
 - (V) Pottery Avenue from State Highway 16 to a point 300 feet north of the intersection of Lippert Drive, twenty miles per hour, when the beacon is flashing;
 - (W) Lippert Drive/West Lippert Drive from a point 300 feet west of Pottery Avenue to a point 300 feet east of Pottery Avenue, twenty miles per hour at all times;
 - (X) Mitchell Avenue from a point 300 feet south of Wolves Ln Pvt. to a point 300 feet north of DeKalb Street, twenty miles per hour, when the beacon is flashing;
 - (Y) Sidney Road SW from a point 300 feet north of SW Birch Road to a point 80 feet south of Glenwood Road, twenty miles per hour, when the beacon is flashing;
 - (Z) Lawrence Street from Tracy Avenue N to Perry Avenue N, twenty miles per hour at all times;
 - (AA) Perry Avenue N from Guy Wetzel Street to Lawrence Street, twenty miles per hour at all times;
 - (BB) Sprague Street, entire length, twenty miles per hour at all times;
 - (CC) Alleys and other narrow roads not otherwise listed, entire length, ten miles per hour at all times.

Section 2. INCREASE OF SPEED LIMIT. When signs are erected by the City Engineer giving notice thereof, the speed permitted by state law within those streets and intersections described in this section should be increased during the times specified:

- (A) Tremont Street, entire length, thirty-five miles per hour at all times;
- (B) Sidney Avenue from Tremont Street to primary State Highway 16, thirty miles per hour at all times;

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- (C) Port Orchard Boulevard, on all that portion five hundred feet from its intersection with primary State Highway 166 to its intersection with Tremont Street, thirty-five miles per hour at all times;
 - (D) On Bay Street (State Highway 166), beginning at the west city limits, easterly to a point 1.4 miles east of the west city limits, fifty miles per hour at all times;
 - (E) On Bay Street (State Highway 166), beginning at a point 1.4 miles east of the west city limits, to a point 0.29 miles west of the intersection of West Avenue and Bay Street (State Highway 166), thirty-five miles per hour at all times;
 - (F) Old Clifton Road, entire length, thirty-five miles per hour at all times;
 - (G) On Mile Hill Drive (State Highway 166), beginning at the east city limits, westerly to the intersection of Bethel Avenue, thirty-five miles per hour at all times;
 - (H) Bethel Avenue/Road, beginning at the south city limits to a point 600 feet south of the intersection of Bay Street (State Highway 166), thirty-five miles per hour at all times;
 - (I) Olney Avenue, from the Beach Drive E to its intersection with Mile Hill Drive (State Highway 166), thirty miles per hour at all times;
 - (J) Sidney Road SW from SW Sedgwick Rd to the south city limits, thirty miles per hour at all times;
 - (K) SW Sedgwick Road from the east city limit to Sidney Road SW, thirty-five miles per hour at all times;
 - (L) SW Sedgwick Road from Sidney Road SW to Glenwood Road SW, thirty-five miles per hour at all times;
 - (M) Glenwood Road SW from the west city limit to SW Sedgwick Road, thirty-five miles per hour at all times;
 - (N) SE Salmonberry Road from Bethel Road SE to east city limit, thirty miles per hour at all times;
 - (O) Lund Avenue, entire length, thirty-five miles per hour at all times;

-
- (P) Anderson Hill Road SW from SW Old Clifton Road to north city limit, thirty-five miles per hour at all times;
 - (Q) Feigley Road SW from SW Old Clifton Road to north city limit, thirty miles per hour at all times;
 - (R) Mitchell Road SE from Bethel Road SE to Melcher Street, thirty miles per hour at all times; and
 - (S) McCormick Woods Drive SW from Glenwood Road SW to SW Dunraven Place, thirty miles per hour at all times.

THAT: EFFECTIVE DATE. Pursuant to RCW 46.61.415(5), the altered speed limits set forth in this Resolution shall take effect when appropriate signs giving notice thereof are erected.

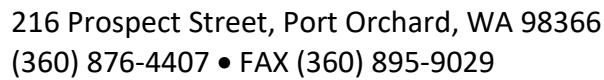
THAT: SAVINGS CLAUSE. The Resolutions which are repealed by this Resolution shall remain in force and effect as set out prior to this Resolution until the effective date of this Resolution. Such amendments shall not be construed as affecting any existing right acquired under the laws repealed, nor as affecting any proceeding instituted thereunder, nor any rule, regulation or order promulgated thereunder.

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 11th day of July 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



Meeting Date:	July 11, 2023
Prepared by:	Brandy Wallace, MMC
	City Clerk
Atty Routing No.:	N/A
Atty Review Date:	N/A

Page 67 of 202

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, DECLARING
CERTAIN PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING ITS
DISPOSITION THEREOF**

WHEREAS, certain personal property owned by the General Fund of the City of Port Orchard has become surplus to the needs of the City; and

WHEREAS, the City Council has determined that the current asset value of the item to be \$500; and

WHEREAS, the item was not acquired for public utility purposes, therefore no public hearing is required, pursuant to RCW 35.94.040(2); and

WHEREAS, the City Council has, pursuant to the requirements of POMC 1.30.020, considered the possible future requirements of the City, the present value of the personal property, the likelihood of locating a buyer, possible intergovernmental cooperation, and the general welfare of the citizens of Port Orchard in determining whether it is in the best interest of the City to dispose of such personal property; and

WHEREAS, the City Council desires to dispose the Kubota Riding Mower F2560 belonging to the General Fund, in the best interest of the City; now, therefore,

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

THAT: Personal property Kubota Riding Mower F2560 belonging to the General Fund is declared as surplus to the needs of the City. Staff is instructed to dispose of the item in a manner that reflects the best interest of the City.

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 11th day of July 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Public Hearing 6A
Subject: Public Hearing on South Kitsap Fire and
Rescue Levy Ballot Measure

Meeting Date: July 11, 2023
Prepared by: Charlotte Archer
City Attorney
Atty Routing No.: 366922-0005
Atty Review Date: N/A

Summary: At the regular meeting on June 27, 2023, the City Council requested a public hearing on a ballot measure pending before the voters of Kitsap County for the August 1, 2023 election. Proposition No. 1 is described as follows:

Regular Property Tax Levy Lid Lift for Fire Protection & Emergency Medical Services. The Board of Commissioners of South Kitsap Fire and Rescue adopted Resolution No. 2023-02 proposing an increase in the fire district's regular property tax levy. To fund fire protection and emergency medical services for six years, this proposition authorizes restoring the previous maximum levy rate of \$1.50 per \$1,000.00 of assessed valuation for collection in 2024 and sets the limit factor for each subsequent year at 100% plus the annual percentage change in the Consumer Price Index (see the Resolution), or 101%, whichever is greater. The final year's levy dollar amount would be used to compute limitations for subsequent levies.

RCW 42.17A.555 prohibits an elected official from using a public facility, including a public meeting, for the purpose of promoting or opposing a pending ballot proposition. However, an elected council may vote to support or oppose a ballot proposition during an open meeting so long as the vote follows a duly-noticed public hearing where members of the public are afforded an opportunity to expression an "opposing view." RCW 42.17A.555.

The City Council would like to conduct a public hearing to hear from the public on Proposition No. 1.

Recommendation: N/A

Relationship to Comprehensive Plan: N/A

Fiscal Impact: None.

Alternatives: Not hold the hearing and provide alternative guidance.

Attachments: Resolution 2023-02 and Proposition No. 1



South Kitsap Fire and Rescue

1974 Fircrest DR SE, Port Orchard WA, 98366 Phone: 360- 871-2411 Website: www.skfr.org

RESOLUTION 2023-02 – PROVIDING FOR THE SUBMISSION OF LEVY (Multi Year)

A resolution of the board of commissioners of South Kitsap Fire and Rescue providing for the submission to the qualified electors of the district at the general election to be held within the district on August 1, 2023, in conjunction with the state election to be held on the same date, of a proposition authorizing renewal of a levy of a property tax not to exceed \$1.50 per \$1,000.00 of true and assessed valuation and establishing a six year limit factor subject to otherwise applicable statutory limitations.

WHEREAS, the Board of Commissioners ("Board") of South Kitsap Fire and Rescue ("District" or "SKFR") has adopted a strategic plan, capital plan and mission statement to provide timely and professional fire and emergency medical services to the community it serves; and

WHEREAS, in the judgment of the District Commissioners it is essential and necessary for the protection of life and property that the District recruit and retain properly trained and equipped personnel provided with appropriate equipment, vehicles, facilities, and administrative services in order to provide fire protection, prevention, and emergency medical services to the community; and

WHEREAS, all District career Firefighters are either Emergency Medical Technicians or Paramedics; and

WHEREAS, the District's responses have grown to approximately 12,708 emergency calls for help each year which is an increase of 28% from 2017, with approximately 68% of those calls being emergency medical service calls; and

WHEREAS, the District minimum staffing levels have not increased since 2013; and

WHEREAS, the recent attempt to restore the Fire Levy to \$1.50 did not pass by the voters of the District; and

WHEREAS, the District moved district staffing from Station 10 – Banner to Station 11 – Bethel as a result of higher call volumes and unit demand for services, leaving a portion of the Olalla community without a twenty-four staffed fire station and re-staffing it with twenty-four hour service is not possible without additional funding; and

WHEREAS, the District's daily staffing does not meet the National Fire Protection Agency (NFPA) staffing standards for a predominantly career fire district; and

WHEREAS, increases in 911 emergency call responses and population have occurred during the past several years, and are forecasted to continue into the future; and

WHEREAS, the fire levy, which was last renewed for \$1.50 per \$1,000 of assessed value 2017, has fallen to \$1.09 per \$1,000 of assessed value; and

WHEREAS, the District has determined it will not be able to maintain its present service levels to its citizens without re-establishing the \$1.50 fire levy amount; and

WHEREAS, continued employment and future expansion of the current workforce of Firefighter/Emergency Medical Technicians and Firefighter/Paramedics is necessary to maintain adequate response personnel at the District's staffed fire stations, without an additional increase in such response time, for the Advanced/Basic Life Support, and fire and rescue emergency services it provides; and

WHEREAS, the continued employment and future expansion of the current workforce of Firefighter/Emergency Medical Technicians and Firefighter/Paramedics is beyond the District's financial capabilities without a successful public vote to renew the levy lid lift; and,

WHEREAS, the expansion of the current workforce is necessary to improve 9-1-1 response times that are increasing due to inadequate staffing and increased call volume; and

WHEREAS, the Board of Commissioners has determined that the accelerated demands for, and increasing costs of, providing services will necessitate the expenditure of revenues for improved capital facilities, additional staffing, apparatus maintenance and operations in excess of those which can be provided by the District's regular tax revenue; and

WHEREAS, the Board of Commissioners has determined that the continued application of the one percent limit factor established by RCW 84.55.010 will not be sufficient to provide for the expected cost increases required to maintain and increase the level of services currently provided by the District; and

WHEREAS, the funds generated by this levy will not supplant existing funds used for the delivery of fire and emergency medical services in the South Kitsap community; and

WHEREAS, the Board of Commissioners has determined that it is in the best interest of the District that the maximum allowable levy in the sixth year of the levy authorized by this Resolution serve as the levy base for purposes of applying the limit factor established by RCW 84.55.010 in subsequent years.

NOW, THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. In order to maintain and increase the level of fire protection, prevention, emergency medical services and the protection of life and property in the District, it is necessary for the District to operate and maintain emergency fire and medical service vehicles, to acquire and improve station and other capital facilities and to acquire and retain properly trained personnel equipped with proper firefighting and emergency medical equipment.

Section 2. In order to provide the revenue adequate to pay the costs of maintaining and providing the services described in Section 1 and to assure the continuation and improvement of such services the District shall, in accordance with RCW 84.55.050, remove the limitation on regular property taxes imposed by RCW 84.55.010 and levy beginning in 2023 and collect beginning in 2024, pursuant to RCW 52.16.130 and RCW 52.16.140 general tax on taxable property within the District at a rate of \$1.50 per \$1,000.00 of assessed valuation. The District has previously levied at the \$1.09 per \$1,000.00 rate.

Section 3. In order to provide the revenue adequate to pay the costs of maintaining and providing the services described in Section 1 and to maintain reserve funds sufficient to assure the continuation of such services beyond 2023, the District has determined that the limit factor for each of the following five years shall be 100% of the first-half to first-half Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Seattle-Tacoma-Bremerton metropolitan area but shall be no lower than or the amount authorized under RCW 84.55.0101. Such percentage shall be used to determine the actual levy rate, subject to a limit of \$1.50 per \$1,000.00 of assessed valuation, in 2024-2029. The funds raised under this levy shall not supplant existing funds used for the purposes described in Section 1.

Section 4. The dollar amount levied in 2028 for collection in 2029 shall serve as the District's tax levy base for purposes of applying the limit factor established by RCW 84.55.010 in subsequent years.

Section 5. the District's attorney is authorized to make such minor adjustments to the wording of such proposition as deemed appropriate or as may be recommended by the Kitsap County Prosecuting Attorney's Office or the Kitsap County Auditor and its Supervisor of Elections, as long as the intent of the proposition remains clear and as approved by the Board of Commissioners.

Section 6. There shall be submitted to the qualified electors of the District for their ratification or rejection, at the general election on August 1, 2023, in conjunction with the state election to be held on the same date the question of whether or not the regular property tax levy of the District should be established at \$1.50 per \$1,000.00 of true and assessed valuation in 2023

and be adjusted by the amount authorized under RCW 84.55.0101 or 100% of the first-half to first-half Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Seattle-Tacoma-Bellevue metropolitan area, whichever is greater, for each of the following five years, subject to a limit of \$1.50 and otherwise applicable statutory limitations. The Board of Commissioners hereby requests the auditor of Kitsap County, as ex-officio Supervisor of Elections, to call such election, and to submit the following proposition at such election, in the form of a ballot title substantially as follows:

South Kitsap Fire and Rescue
Proposition No. 1
Regular Property Tax Levy Lid Lift for Fire Protection & Emergency Medical Services

The Board of Commissioners of South Kitsap Fire and Rescue adopted Resolution No. 2023-02 concerning an increase to restore the regular property tax levy rate.

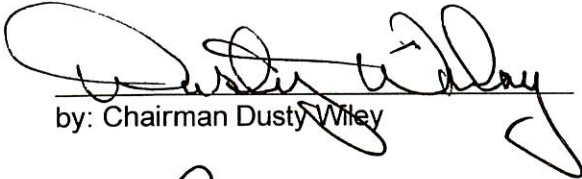
If approved, Proposition No. 1 would fund fire protection and emergency medical services by restoring the previously voter approved levy to the rate of \$1.50 per \$1,000.00 of assessed valuation for collection in 2024 and establishes the limit factor for the following 5 years at 100% plus the annual percentage change in the Consumer Price Index (as described in the Resolution), or 1%, whichever is greater. The final year's levy dollar amount would be used to compute limitations for subsequent levies.

Should this proposition be approved?

Approved •
Rejected •

This resolution was adopted at a regularly scheduled meeting of the Board of Fire Commissioners of South Kitsap Fire and Rescue on April 27, 2023.


SOUTH KITSAP FIRE AND RESCUE


by: Chairman Dusty Wiley


by: Commissioner Paul Golnik


by: Commissioner Gerald Preuss


by: Commissioner Michael Eslava


by: Commissioner Kyle Joyce


Attest by: Attorney/Secretary: Kenneth Bagwell

Appendix A

South Kitsap Fire and Rescue

Proposition No. 1

Regular Property Tax Levy Lid Lift for Fire Protection & Emergency Medical Services

The Board of Commissioners of South Kitsap Fire and Rescue adopted Resolution No. 2023-02 concerning an increase to restore the regular property tax levy rate.

If approved, Proposition No. 1 would fund fire protection and emergency medical services by restoring the previously voter approved levy to the rate of \$1.50 per \$1,000.00 of assessed valuation for collection in 2024 and establishes the limit factor for the following 5 years at 100% plus the annual percentage change in the Consumer Price Index (as described in the Resolution), or 1%, whichever is greater. The final year's levy dollar amount would be used to compute limitations for subsequent levies.

Should this proposition be approved?

- Approved •
- Rejected •



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Business Item 7A
Subject: South Kitsap Fire and Rescue Levy Ballot
Measure

Meeting Date: July 11, 2023
Prepared by: Charlotte Archer
City Attorney
Atty Routing No.: 366922-0005
Atty Review Date: N/A

Summary: At the regular meeting on June 27, 2023, the City Council requested a public hearing on a ballot measure pending before the voters of Kitsap County for the August 1, 2023 election. Proposition No. 1 is described as follows:

Regular Property Tax Levy Lid Lift for Fire Protection & Emergency Medical Services. The Board of Commissioners of South Kitsap Fire and Rescue adopted Resolution No. 2023-02 proposing an increase in the fire district's regular property tax levy. To fund fire protection and emergency medical services for six years, this proposition authorizes restoring the previous maximum levy rate of \$1.50 per \$1,000.00 of assessed valuation for collection in 2024 and sets the limit factor for each subsequent year at 100% plus the annual percentage change in the Consumer Price Index (see the Resolution), or 101%, whichever is greater. The final year's levy dollar amount would be used to compute limitations for subsequent levies.

RCW 42.17A.555 prohibits an elected official from using a public facility, including a public meeting, for the purpose of promoting or opposing a pending ballot proposition. However, an elected council may vote to support or oppose a ballot proposition during an open meeting so long as the vote follows a duly-noticed public hearing where members of the public are afforded an opportunity to expression an “opposing view.” RCW 42.17A.555.

Earlier in this meeting, the City Council conducted a public hearing to hear from the public on Proposition No. 1. Pursuant to RCW 42.17A.555, following the public hearing the City Council may discuss the Proposition and may elect to take a vote in support or opposition to Proposition No. 1. Alternatively, the Council may direct the City Attorney to prepare a Resolution of support or opposition of Proposition No. 1 for the next Council meeting.

Recommendation: N/A

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to express the City Council's support/opposition on Proposition No. 1, a Regular Property Tax Levy Lid Lift for Fire Protection & Emergency Medical Services.

Fiscal Impact: None.

Alternatives: Not take action.

Attachments: Resolution 2023-02 and Proposition No. 1



South Kitsap Fire and Rescue

1974 Fircrest DR SE, Port Orchard WA, 98366 Phone: 360- 871-2411 Website: www.skfr.org

RESOLUTION 2023-02 – PROVIDING FOR THE SUBMISSION OF LEVY (Multi Year)

A resolution of the board of commissioners of South Kitsap Fire and Rescue providing for the submission to the qualified electors of the district at the general election to be held within the district on August 1, 2023, in conjunction with the state election to be held on the same date, of a proposition authorizing renewal of a levy of a property tax not to exceed \$1.50 per \$1,000.00 of true and assessed valuation and establishing a six year limit factor subject to otherwise applicable statutory limitations.

WHEREAS, the Board of Commissioners ("Board") of South Kitsap Fire and Rescue ("District" or "SKFR") has adopted a strategic plan, capital plan and mission statement to provide timely and professional fire and emergency medical services to the community it serves; and

WHEREAS, in the judgment of the District Commissioners it is essential and necessary for the protection of life and property that the District recruit and retain properly trained and equipped personnel provided with appropriate equipment, vehicles, facilities, and administrative services in order to provide fire protection, prevention, and emergency medical services to the community; and

WHEREAS, all District career Firefighters are either Emergency Medical Technicians or Paramedics; and

WHEREAS, the District's responses have grown to approximately 12,708 emergency calls for help each year which is an increase of 28% from 2017, with approximately 68% of those calls being emergency medical service calls; and

WHEREAS, the District minimum staffing levels have not increased since 2013; and

WHEREAS, the recent attempt to restore the Fire Levy to \$1.50 did not pass by the voters of the District; and

WHEREAS, the District moved district staffing from Station 10 – Banner to Station 11 – Bethel as a result of higher call volumes and unit demand for services, leaving a portion of the Olalla community without a twenty-four staffed fire station and re-staffing it with twenty-four hour service is not possible without additional funding; and

WHEREAS, the District's daily staffing does not meet the National Fire Protection Agency (NFPA) staffing standards for a predominantly career fire district; and

WHEREAS, increases in 911 emergency call responses and population have occurred during the past several years, and are forecasted to continue into the future; and

WHEREAS, the fire levy, which was last renewed for \$1.50 per \$1,000 of assessed value 2017, has fallen to \$1.09 per \$1,000 of assessed value; and

WHEREAS, the District has determined it will not be able to maintain its present service levels to its citizens without re-establishing the \$1.50 fire levy amount; and

WHEREAS, continued employment and future expansion of the current workforce of Firefighter/Emergency Medical Technicians and Firefighter/Paramedics is necessary to maintain adequate response personnel at the District's staffed fire stations, without an additional increase in such response time, for the Advanced/Basic Life Support, and fire and rescue emergency services it provides; and

WHEREAS, the continued employment and future expansion of the current workforce of Firefighter/Emergency Medical Technicians and Firefighter/Paramedics is beyond the District's financial capabilities without a successful public vote to renew the levy lid lift; and,

WHEREAS, the expansion of the current workforce is necessary to improve 9-1-1 response times that are increasing due to inadequate staffing and increased call volume; and

WHEREAS, the Board of Commissioners has determined that the accelerated demands for, and increasing costs of, providing services will necessitate the expenditure of revenues for improved capital facilities, additional staffing, apparatus maintenance and operations in excess of those which can be provided by the District's regular tax revenue; and

WHEREAS, the Board of Commissioners has determined that the continued application of the one percent limit factor established by RCW 84.55.010 will not be sufficient to provide for the expected cost increases required to maintain and increase the level of services currently provided by the District; and

WHEREAS, the funds generated by this levy will not supplant existing funds used for the delivery of fire and emergency medical services in the South Kitsap community; and

WHEREAS, the Board of Commissioners has determined that it is in the best interest of the District that the maximum allowable levy in the sixth year of the levy authorized by this Resolution serve as the levy base for purposes of applying the limit factor established by RCW 84.55.010 in subsequent years.

NOW, THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. In order to maintain and increase the level of fire protection, prevention, emergency medical services and the protection of life and property in the District, it is necessary for the District to operate and maintain emergency fire and medical service vehicles, to acquire and improve station and other capital facilities and to acquire and retain properly trained personnel equipped with proper firefighting and emergency medical equipment.

Section 2. In order to provide the revenue adequate to pay the costs of maintaining and providing the services described in Section 1 and to assure the continuation and improvement of such services the District shall, in accordance with RCW 84.55.050, remove the limitation on regular property taxes imposed by RCW 84.55.010 and levy beginning in 2023 and collect beginning in 2024, pursuant to RCW 52.16.130 and RCW 52.16.140 general tax on taxable property within the District at a rate of \$1.50 per \$1,000.00 of assessed valuation. The District has previously levied at the \$1.09 per \$1,000.00 rate.

Section 3. In order to provide the revenue adequate to pay the costs of maintaining and providing the services described in Section 1 and to maintain reserve funds sufficient to assure the continuation of such services beyond 2023, the District has determined that the limit factor for each of the following five years shall be 100% of the first-half to first-half Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Seattle-Tacoma-Bremerton metropolitan area but shall be no lower than or the amount authorized under RCW 84.55.0101. Such percentage shall be used to determine the actual levy rate, subject to a limit of \$1.50 per \$1,000.00 of assessed valuation, in 2024-2029. The funds raised under this levy shall not supplant existing funds used for the purposes described in Section 1.

Section 4. The dollar amount levied in 2028 for collection in 2029 shall serve as the District's tax levy base for purposes of applying the limit factor established by RCW 84.55.010 in subsequent years.

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Section 6. There shall be submitted to the qualified electors of the District for their ratification or rejection, at the general election on August 1, 2023, in conjunction with the state election to be held on the same date the question of whether or not the regular property tax levy of the District should be established at \$1.50 per \$1,000.00 of true and assessed valuation in 2023

and be adjusted by the amount authorized under RCW 84.55.0101 or 100% of the first-half to first-half Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Seattle-Tacoma-Bellevue metropolitan area, whichever is greater, for each of the following five years, subject to a limit of \$1.50 and otherwise applicable statutory limitations. The Board of Commissioners hereby requests the auditor of Kitsap County, as ex-officio Supervisor of Elections, to call such election, and to submit the following proposition at such election, in the form of a ballot title substantially as follows:

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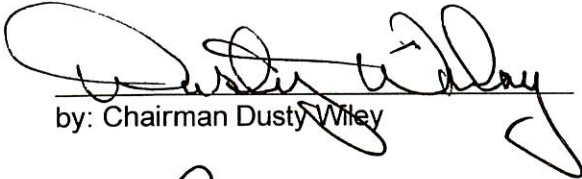
If approved, Proposition No. 1 would fund fire protection and emergency medical services by restoring the previously voter approved levy to the rate of \$1.50 per \$1,000.00 of assessed valuation for collection in 2024 and establishes the limit factor for the following 5 years at 100% plus the annual percentage change in the Consumer Price Index (as described in the Resolution), or 1%, whichever is greater. The final year's levy dollar amount would be used to compute limitations for subsequent levies.

Should this proposition be approved?

Approved •
Rejected •

This resolution was adopted at a regularly scheduled meeting of the Board of Fire Commissioners of South Kitsap Fire and Rescue on April 27, 2023.


SOUTH KITSAP FIRE AND RESCUE


by: Chairman Dusty Wiley


by: Commissioner Paul Golnik


by: Commissioner Gerald Preuss


by: Commissioner Michael Eslava


by: Commissioner Kyle Joyce


Attest by: Attorney/Secretary: Kenneth Bagwell

Appendix A

South Kitsap Fire and Rescue

Proposition No. 1

Regular Property Tax Levy Lid Lift for Fire Protection & Emergency Medical Services

The Board of Commissioners of South Kitsap Fire and Rescue adopted Resolution No. 2023-02 concerning an increase to restore the regular property tax levy rate.

If approved, Proposition No. 1 would fund fire protection and emergency medical services by restoring the previously voter approved levy to the rate of \$1.50 per \$1,000.00 of assessed valuation for collection in 2024 and establishes the limit factor for the following 5 years at 100% plus the annual percentage change in the Consumer Price Index (as described in the Resolution), or 1%, whichever is greater. The final year's levy dollar amount would be used to compute limitations for subsequent levies.

Should this proposition be approved?

- Approved •
- Rejected •



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Business Item 7B
Subject: Adoption of an Ordinance Adopting New
Port Orchard Municipal Code Chapters
13.05 (Fats, Oil and Grease) and 13.07
(Cross Connection Control)

Meeting Date: July 11, 2023
Prepared by: Tony Lang
PW Director
Atty Routing No.: 366922-0009
Atty Review Date: June 22, 2023

Summary: The City of Port Orchard seeks to enhance the tools available for the protection of the public water and sewerage systems from contamination via cross-connections and the negative impacts of fats, oil, and grease. This Ordinance proposes new chapters to Title 13, Public Utilities, for Cross Connection Control (new Chapter 13.07) and Fats, Oil and Grease (new Chapter 13.05) to provide expanded, updated regulations in this arena.

In conformance with Washington State Department of Health regulations, the City currently monitors and regulates all actual or potential physical connection between the public water system or a customer's water system and any source of non-potable liquid, solid, or gas that could contaminate the potable water supply by backflow. However, the City desires to expand those regulations to match industry standard and to ensure necessary cross-connection controls are in place to protect the water system. Similarly, large quantities of fats, oil and grease that are discharged from commercial and residential kitchens contribute to blockages in the City's sewerage system. The resulting clogs in sewer pipes cost the City money each year in grease removal and sewer repair costs, and result in the overall degradation of the City's sewer infrastructure. The City desires to adopt enhanced regulations to govern the use of tools to limit the discharge of fats, oil and grease to the City's sewerage system.

During the SEPA comment period, the City received comments on the draft Ordinance from Kitsap Public Health that triggered minor modifications to: (1) the title of the Kitsap Public Health Officer (pg. 4); and (2) the provisions for the cleaning of floor mats and kitchen appliances (pgs. 10 and 11).

Recommendation: Staff recommends the Council approve the Ordinance as presented.

Relationship to Comprehensive Plan: Chapter 7 - Utilities

Motion for consideration: I move to adopt an Ordinance adopting new Chapters 13.05 and 13.07, establishing regulations for the discharge of Fats, Oil and Grease and Cross Connection Control within the City.

Fiscal Impact: None.

Alternatives: Not approve as presented and provide alternative guidance.

Attachments: Ordinance Adopting Cross Connection Control and FOG
Exhibit A – POMC Chapter 13.05 – Fats, Oil and Grease (modified on June 30, 2023)
Exhibit B – POMC Chapter 13.07 – Cross Connection Controls.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO THE CITY WATER AND SEWERAGE SYSTEMS; ADOPTING PORT ORCHARD MUNICIPAL CODE CHAPTER 13.05, CONTROL OF FATS, OILS AND GREASE; AND ADOPTING PORT ORCHARD MUNICIPAL CODE CHAPTER 13.07, CROSS CONNECTION CONTROL; PROVIDING FOR SEVERABILITY AND PUBLICATION, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orchard operates water and sanitary sewerage systems and has adopted regulations for the operation and use of these utilities, codified at Title 13 of the Port Orchard Municipal Code (POMC); and

WHEREAS, the City desires to enhance existing regulations and requirements for the control of the discharge of fats, oils and grease to the City's sewerage system, as quantities of fats, oil and grease that are discharged from commercial and residential kitchens can contribute to blockages in the City's sewerage system, with the resulting clogs in sewer pipes cost the City money each year in grease removal and sewer repair costs, and result in the overall degradation of the City's sewer infrastructure; and

WHEREAS, the City also desires to enhance existing regulations and requirements for the protection of the public water systems from contamination via cross-connections and backflow incidents; and

WHEREAS, accordingly, staff have developed a new Chapter 13.04 of the POMC, which establishes a comprehensive pollution prevention program to keep fats, oils and grease out of the City's sewer system, remain compliant with the City's current Clean Water Act National Pollutant Discharge Elimination System (NPDES) permit, as well as to enhance the City's compliance with the Clean Water Act, and reduce the potential for system back-ups in the sewer system; and

WHEREAS, similarly, staff have developed a new Chapter 13.07 POMC to provide for the permanent abatement or control of cross-connections to the potable water systems of the city of Port Orchard; and

WHEREAS, this Ordinance is enacted as an exercise of the police power authority of the City of Port Orchard to protect and preserve the public health and welfare; and

WHEREAS, the City sent notice of the proposed code amendments to the Washington State Department of Commerce pursuant to RCW 36.70A.106; and

WHEREAS, on June 13, 2023, the City's SEPA official issued a determination of non-significance for the proposed code amendments and there have been no appeals; and

WHEREAS, the City Council, after careful consideration of the proposed code language and all public comments and testimony, finds that the proposed code language is consistent with the City's Comprehensive Plan and development regulations, the Growth Management Act, Chapter 36.70A RCW, and that adoption of the code language herein is in the best interests of the residents of the City; now, therefore,

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

SECTION 1. Adoption. Port Orchard Municipal Code Chapter 13.05, CONTROL OF FATS, OILS AND GREASE, is hereby adopted to read as set out in Exhibit A hereto and incorporated herein by this reference.

SECTION 2. Adoption. Port Orchard Municipal Code Chapter 13.07, CROSS CONNECTION CONTROL, is hereby adopted to read as set out in Exhibit B hereto and incorporated herein by this reference.

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

SECTION 4. Corrections. Upon approval of the city attorney, the city clerk and the codifiers of this ordinance are authorized to make necessary technical corrections to this ordinance, including, without limitation, the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

SECTION 5. Effective Date. This Ordinance shall take effect and be in full force and effect five days after adoption and publication of this ordinance, 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 11th day of July 2023.

Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

Brandy Wallace, MMC, City Clerk

Cindy Lucarelli, Councilmember

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

PUBLISHED:

EFFECTIVE DATE:

Exhibit A to Ordinance No. XX

**CHAPTER 13.05
CONTROL OF FATS, OILS AND GREASE**

Sections:

13.05.010	Purpose.
13.05.020	Definitions.
13.05.030	Powers and Authority of the Director and Building Official.
13.05.040	Prohibitions.
13.05.050	Grease Capturing Equipment – General Requirements.
13.05.060	Grease Capturing Equipment – Installation and Maintenance.
13.05.070	Grease Capturing Equipment – Required Reporting.
13.05.080	Enforcement.
13.05.090	Penalties.
13.05.100	Indemnification.

13.05.010 Purpose.

This Chapter contains the City's requirements for the control of the discharge of fats, oils and grease to the City's sewerage system. Large quantities of fats, oil and grease that are discharged from commercial and residential kitchens contribute to blockages in the City's sewerage system. The resulting clogs in sewer pipes cost the City money each year in grease removal and sewer repair costs, and result in the overall degradation of the City's sewer infrastructure.

The City utilizes a comprehensive pollution prevention program to keep fats, oils and grease out of the City's sewer system, and remain compliant with the City's current Clean Water Act National Pollutant Discharge Elimination System (NPDES) permit. The City's control of fats, oils and grease is intended to enhance its compliance with the Clean Water Act, and also reduce the potential for system back-ups in the sewer system.

The provisions in this Chapter shall apply to all food processing establishments, food sales establishments, and food service establishments, commercial businesses, and any other facility ("facility") that discharges fats, oil and grease to the sanitary sewer collection system and is located within the municipal boundaries of the City of Port Orchard Sanitary Sewer Service Area.

The objectives of the program are:

1. To Provide standards for the types of grease capturing equipment that must be installed by food service establishments to reduce fats, oils and grease discharges from local food service establishments into the City's sewerage system;
2. To provide for the effective long-term use of grease capturing equipment through related operational requirements and prohibitions, and periodic inspections;

3. To increase opportunities for recovering both food solids (which can be composted) and waste grease (which can be recycled, and may also be able to be converted to biofuel) from wastewater discharge conveyances;
4. To aid in preventing sanitary sewer blockages and obstructions from contributions and accumulation of fats, oils and grease in the sanitary sewerage system;
5. To prevent the uncontrolled introduction of fats, oils and grease into the sewage system that will interfere with its operation; and
6. To facilitate City compliance with applicable federal and state laws regarding sewerage system operations.

13.05.020 Definitions

The definitions provided in section POMC 20.162.044 and the following definitions are applicable to the discharge and control of fats, oils and grease shall apply to this Chapter, provided if there is a conflict between this chapter and POMC 20.162.044 as to a defined term, the definition set out in this chapter applies.

- (1) Best Management Practices (BMPs). Operational activities, prohibitions, maintenance procedures, and other management activities that implement the requirements of this Chapter, state and federal law, and City rules, regulations, permits or authorizations.
- (2) Director. As used in this Chapter, Director shall refer to the Director of Public Works, or any duly authorized delegate or agent of the Director. Those portions of this chapter that invoke the plumbing code or other building improvements are delegated to the Building Official.
- (3) Facility. Any food processing establishment, food sales establishment, food service establishment, laundry, car wash, automotive fueling, commercial garage, quick-lube stations, auto detail, automotive and equipment repair, automotive service shop, businesses using steam or pressure washers, or any other business that routinely discharges fats, oil or grease into the sanitary sewer system as part of a business operation.
- (4) Fats, Oils and Grease (FOG). Organic polar compounds derived from vegetable/plant or animal/dairy sources composed of long-chain triglycerides that are used in, or are byproducts of, the cooking or food preparation process. A wide range of food preparation activities, including but not limited to the following, can generate fats, oils or grease: cooking by frying, baking, grilling, sauteing, rotisserie cooking, broiling, boiling, blanching, roasting, toasting, poaching, infrared heating, searing, barbequing, or any other food preparation activity that produces a hot food product in or on a receptacle that requires washing.

- (5) First Certificate of Occupancy. A temporary certificate of occupancy or a Certificate of Final Completion and Occupancy, as defined in POMC, Section 20.200, whichever is issued first.
- (6) Food. Any raw, cooked, or processed edible substance, or ingredient used or intended for use or sale in whole or in part for consumption.
- (7) Food grinder. Any device in the plumbing or sewage system of the facility for the purpose of grinding food waste or food preparation by-products for the purpose of disposing in the sewer system.
- (8) Food processing establishment. A commercial establishment in which food is manufactured or packaged for consumption.
- (9) Food sales establishment. Any retail and wholesale grocery stores, retail seafood stores, food processing establishment, bakeries, confectioneries, fruit, nuts and vegetable stores and places of business and similar establishments, mobile or permanent, engaged in the sale of food primarily for consumption off premises.
- (10) Food Service Establishment (FSE). A non-residential wastewater discharger that engages in activities of preparing, serving, or otherwise making available food for consumption by the public or on the premises, including restaurants, commercial kitchens, caterers, hotels and motels, schools, hospitals, prisons, correctional facilities, nursing homes, care institutions, and any other facility preparing and serving food for public consumption.
- (11) Governing agency. The City of Port Orchard Sanitary Sewer Utility, which provides sanitary sewer service to the facility.
- (12) Gravity Grease Interceptor (GGI/Interceptor). A plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept non-petroleum fats, oils and grease from a wastewater discharge and is identified primarily by gravity separation and a minimum total volume of 300 gallons.
- (13) Grease. Rendered animal fat, vegetable shortening, and other such oily matter used for the purposes of and resulting from preparing and/or cooking food.
- (14) Grease Capturing Equipment. A plumbing appurtenance or appliance that is installed in a sanitary drainage system to separate fats, oils and grease from a wastewater discharge. Grease capturing equipment include gravity grease interceptors, hydromechanical grease interceptors, grease removal devices and any other grease capturing equipment authorized by the Utilities Compliance Specialist or the City.
- (15) Grease Capturing Equipment Waste. Material collected in and from grease capturing equipment, including any solids resulting from dewatering processes.

(16) Grease interceptor. An appurtenance or appliance that is installed in a sanitary drainage system to intercept nonpetroleum fats, oil, and grease (FOG) from wastewater. There are two types of grease interceptors: gravity grease interceptors and hydromechanical grease interceptors.

(17) Grease Removal Device (GRD/Automatic Grease Removal Device). Any hydromechanical grease interceptor that automatically, mechanically removes non-petroleum fats, oils and grease from the interceptor, the control of which are either automatic or manually initiated.

(18) Hydromechanical Grease Interceptor (HGI/Trap). A plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept non-petroleum fats, oils and grease from a wastewater discharge and is identified primarily by a design that incorporates hydromechanical separation. The design incorporates air entrainment, hydromechanical separation, interior baffling, and/or barriers in combination or separately, and one of the following:

- A. External flow control, with air intake (vent), directly connected.
- B. External flow control, without air intake (vent), directly connected.
- C. Without external flow control, directly connected.
- D. Without external flow control, indirectly connected.

Sizing criteria set forth in the current adopted plumbing code. HGIs are generally installed inside.

(19) Less-Significant Grease Discharger. A FSE that, in the process of preparing and making food available to the public or on the premises, generates FOG that is discharged into the City's sewerage system, and has been determined by the City to pose a less significant risk of discharging FOG to the sewerage system.

(20) Limited Food Preparation Establishment. A FSE that engages only in reheating, hot holding, or assembly of ready to eat food products.

(21) Non-FSE FOG Discharger (NFD). Any establishment, such as a church, synagogue, worship hall, banquet facility, or meeting space, with a commercial-style kitchen that is used for preparing, serving, or otherwise making available for consumption foodstuffs in or on a receptacle that requires washing two days a week or less and that discharges to the Sanitary Sewer System.

(22) Nonpolar. Any water or waste of petroleum or mineral origin which contains more than 100 parts per million by weight of fat, oil or grease as measured using analytical procedures established in 40 CFR Part 136.

(23) Polar. Any water or waste of animal or vegetable origin which has visible fats, oils or grease floating on the surface or adhering to the sides of the sample containers.

- (24) **Public Sanitary Sewer.** A Sewer owned and operated by a governmental body or public utility in which all owners of abutting properties have equal rights of access in accordance with the provisions of this Chapter, and which conveys wastewater through the Sanitary Sewer System.
- (25) **Publicly Owned Treatment Works (POTW).** A treatment works which is owned by a municipality (as defined by section 502(4) of the Clean Water Act), a state, an intermunicipal or interstate agency, or any department, agency, or instrumentality of the federal government. This definition includes any intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment. The wastewater treated by these facilities is generated by industrial, commercial, and domestic sources.
- (26) **Remodel.** Any modification to an existing facility that involves an expansion of the kitchen area or change in kitchen plumbing or drainage fixture units, as set forth in Chapter 20.200 POMC.
- (27) **Rendering/disposal company.** A business that possesses a Kitsap County pumper certification.
- (28) **Sanitary Sewage.** Domestic and commercial wastewater including flushed toilet water, water from dishwashers, clothes washing machines, and any other used water that generally is disposed of down interior drains.
- (29) **Sanitary Sewer System.** A conveyance, or system of conveyances, that is designed to convey domestic and commercial wastewater away from Premises through a Public Sanitary Sewer to a collection location for treatment by a governmental body or public utility.
- (30) **Stormwater System.** Facilities through which stormwater is collected, conveyed, or treated, including without limitation: inlets, conveyance pipes, pumping facilities, retention and detention basins, bio-infiltration facilities, drainage channels, or other drainage structures.
- (31) **Twenty-Five Percent Rule.** Requirement for grease interceptor to be cleaned when 25 percent of its volume is occupied by accumulated grease and solids.
- (32) **Uniform Plumbing Code (UPC).** Governs the requirements for the installation, alteration, removal, replacement, repair, or construction of all plumbing, as adopted under Chapter 20.200 POMC.
- (33) **User.** Any person who contributes, causes, or permits the contribution of wastewater into the governing agency's sanitary sewer system.
- (34) **Utilities Compliance Specialist.** A designee of the Director tasked with the enforcement of this Chapter.

(35) Wastewater. Liquid and water-carried industrial wastes and sanitary sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, institutions or any other Premises, whether treated or untreated, which are contributed or conveyed through the Public Sanitary Sewer.

13.05.030 Powers and Authority of the Director and Building Official.

(A) Administration. This Chapter shall be administered by the Director of Public Works or designee.

(B) Access to Facilities. The City shall have the right and access to set up on the Food Service Establishment's property any devices necessary for conducting wastewater sampling inspection, compliance monitoring and/or metering operations. All Food Service Establishments shall permit the Public Works Director or duly appointed designee, Utilities Compliance Specialist, and Building Official, with proper identification credentials, to enter upon any and all premises at all reasonable times for the purpose of inspection, observation, measurement, sampling and testing of the wastewater discharge for compliance with regulations regarding the control and elimination of Fats, Oils and Grease from the City's sanitary sewer system, including but not limited to inspections pursuant to the Uniform Plumbing Code Sections 1009.6 and 1014.1.2. No consent, warrant, or court order is required to enter those areas open to the public generally or to which no reasonable expectation of privacy exists.

(C) Director discretion. In applying, interpreting, and enforcing this Chapter, the Director has the authority to impose additional conditions, to waive or alter the application of any requirement in any situation under the facts then-existing, or to alter any performance required under this Chapter where the Director determines such departure is necessary to mitigate identified or potentially negative impacts to the Sanitary Sewer System or public health, safety, or welfare. This delegated authority is intended to operate concurrently with, and does not supersede or in any way alter, the authority vested in the City's Building Official set out at POMC Chapter 20.200.

13.05.040 Prohibitions.

The following shall be prohibited for any Facility with a connection to the City's sanitary sewer system:

(1) Disposal of Fats, Oils and Grease or any food waste containing Fats, Oils and Grease directly into drains leading connected to the sewer system is prohibited. Disposal of waste cooking oil into sanitary sewer and drainage pipes is prohibited. All waste cooking oils shall be collected and stored properly in drums or tallow bin for recycling or other acceptable methods of disposal.

- (2) The direct addition into the grease waste line, or grease interceptor of enzymes, bacteria, chemicals, solvents, additives, or other agents designed to emulsify the grease compounds is prohibited. Any attempt to modify the trap into a biological reactor by adding bacterial or microbial agents is also prohibited.
- (3) Discharges to the sanitary sewer system that include polar fats, oils and greases in amounts that cause a visible sheen in the discharge or in the public sewer system, a build-up of grease in any public sewer facility, or any water or waste which contains more than 100 parts per million by weight of nonpolar fats, oils and grease at the point where the wastewater is discharged from Grease Capturing Equipment, as measured using analytical procedures established in 40 CFR Part 136.
- (4) Installation of food grinders in the plumbing systems of a new food service, food sales, or food processing establishment is prohibited. If a food sales, food service, or food processing establishment is sold or leased, and the new owners must apply for a business license, they shall be required to remove the existing food grinder.
- (5) Food grinders in existing Food Service Establishments shall be removed or rendered permanently inoperative within 30 days of notification.
- (6) Discharge of water closets, urinals, and other plumbing fixtures conveying human waste to or through any type of Grease Capturing Equipment is prohibited.
- (7) Discharge of wastewater with a temperature higher than 140 degrees Fahrenheit to or through a grease interceptor.

13.05.050 Grease Capturing Equipment – Requirements.

(A) General Requirements. All Facilities, with the exception of Limited Food Preparation Establishments, shall install, operate, maintain and service Grease Capturing Equipment and implement specified Best Management Practices, in accordance with this Chapter, any permits, authorizations, rules and regulations issued by the City in accordance with this Chapter and applicable City building codes and regulations. The owner of a facility with one or more fats, oil or grease generating activities shall be responsible for the installation of Grease Capturing Equipment. All Grease Capturing Equipment shall be installed on the premises where fats, oil and grease are used or generated. These facilities are required to install, operate, and maintain an approved type and adequately sized grease interceptor necessary to maintain compliance with the objectives of these regulations. The Grease Capturing Equipment shall be adequate to separate and remove fats, oil and grease contained in wastewater discharges prior to the sanitary sewer system. All Grease Capturing Equipment shall be installed in accordance with this Chapter, any permits,

authorizations, rules and regulations issued by the City, and applicable City building codes and regulations.

Facilities shall properly store and recycle or dispose of Fats, Oils and Grease diverted from their liquid waste streams in accordance with all laws and regulations applicable to such storage, recycling and disposal. Facility kitchen fixtures connected to drainage pipes that lead to grease capturing equipment or sewer laterals shall have small-mesh food strainers that are intact and functional. Facilities shall ensure that all pots, pans, dishware and work areas are wiped prior to washing of such utensils, equipment or areas, and shall implement any other Best Management Practices deemed appropriate by the City.

Facility wastewater dischargers must at all times comply with the provisions of this Chapter, all other applicable local, state and federal laws, including but not limited to, applicable provisions of the Health Code (WAC 246-215) and Building and Plumbing Codes, and applicable rules, regulations, permits and authorizations issued by the City.

(B) New Facilities. Newly proposed or constructed Facilities, including tenant improvements that change the use classification to a food service establishment, food sales establishment, food processing establishment, or a new mixed-use development with the potential to generate fats, oil, and grease shall:

1. Be required to install, operate, and maintain an approved type and adequately sized gravity grease interceptor to maintain compliance with the requirements as described in this chapter, and as necessary to prevent a condition of prohibited discharge; or
2. A hydromechanical grease interceptor may be utilized instead of a gravity grease interceptor if it is demonstrated to the satisfaction of the Director that the installation of a gravity grease interceptor is physically impracticable. For the purposes of this determination, “physically impracticable” shall include (a) the lack of available space on the premises, (b) unavoidable interference from underground utilities or structures, or (c) topographical conditions such as slope that unavoidably prevent installation of a gravity grease interceptor.
3. A hydromechanical grease interceptor may be utilized instead of a gravity grease interceptor if the gravity grease interceptor sizing in the currently adopted plumbing code results in an interceptor volume (gallons) 750 gallons or less.
4. A separate gravity grease interceptor may be provided for each individual unit of a building structure that is proposed for, or could be potentially converted in the future into, a food service, food sales, or food processing establishment. The City may allow the separate gravity grease interceptors to be installed at a later date, when food service, food sales, or food processing establishments are added through tenant improvements; provided,

that the side sewer lines leaving the building are designed to functionally accommodate the installation of future interceptors at accessible locations.

5. One or more Facilities may comply with the requirements of this chapter by use of a shared gravity grease interceptor; provided, however, that the food service establishment seeking to establish compliance by means of this section shall demonstrate to the satisfaction of the Director that (a) it has enforceable rights to utilize shared gravity grease interceptor pursuant to an easement; declaration; covenants, conditions, and restrictions; or similar instrument; and (b) the shared gravity grease interceptor is sized as necessary to accommodate the discharges of all food service establishments enjoying rights to use such interceptor; and (c) there is a mechanism providing continued maintenance of such shared gravity grease interceptor.

6. Any food service, food sales, or food processing establishment undertaking a remodel, as defined herein, will be reviewed, and may be considered a new facility for the purposes of this chapter.

7. Implement best management practices to reduce the quantity of fats, oil and grease discharged to the sanitary sewer collection system.

(C) Existing Facilities. Existing facilities shall:

1. Implement best management practices to reduce the quantity of fats, oil and grease discharged to the sanitary sewer collection system.

2. Be permitted to operate and maintain existing grease interceptors; provided, that the equipment is properly sized and in efficient operating condition.

3. Any Facility not meeting subsection (B)(2) of this section is required to meet the currently adopted plumbing code if undertaking a remodel as defined in this chapter.

4. Food Service Establishments (FSEs) shall install a properly sized and functioning grease interceptor designed to meet the grease control requirements in this chapter if the facility is known to cause a build-up of grease in any public sewer facility, is the result of a sanitary sewer overflow, or is otherwise causing a prohibited discharge. Installation must be completed within 180 calendar days from notification by the City.

(D) Permits. Site and building modifications needed to install a grease interceptor are subject to the permitting requirements of the City's construction code (POMC Title 20), and other codes as applicable.

(E) Variance. A Food Service Establishment may file a request to the City for a variance from the Grease Capturing or Removal Device installation requirements of this Chapter if the FSE can demonstrate that it is not feasible for a Grease Capturing or Removal Device to be installed due to

lack of physical space. The Food Service Establishment requesting such a variance shall bear the burden of demonstrating that the installation of a Grease Capturing or Removal Device is not feasible. The determination as to whether a FSE qualifies for a variance for the reasons detailed in this subsection shall be at the sole discretion of the City.

13.05.060 Grease Capturing Equipment –Installation and Maintenance.

(A) Installation Requirement – Any existing FSE or NFD without a functional Grease Removal System shall be required to install one. The type of Grease Capturing Equipment required will be determined by the Director, taking into account cost, available space and gradient, whether the user is in a grease impact area, and any other pertinent information. Where feasible, all kitchen drains and any other drains that may carry grease-laden waste shall be connected to this Grease Capturing Equipment (except the dishwasher if a trap-style Grease Removal System is installed.) If a trap-style Grease Removal System is installed, the kitchen shall not have a garbage disposal/garbage grinder/macerator or similar unit installed.

(B) Operation and Maintenance.

1. Kitchen best management practices shall be implemented to minimize the discharge of fats, oil and grease to the sanitary sewer system and prevent non-stormwater discharges from entering the stormwater sewer system (as applicable):
 - a. Drain Screens. Drain screens shall be installed on all drainage pipes in food preparation areas.
 - b. Licensed waste haulers or an approved recycling facility must be used to dispose of waste cooking oil.
 - c. Tallow bins or used waste oil drums shall be kept clean and covered.
2. Disposal of Food Waste. All food waste shall be disposed of directly in garbage or compost collection bins, and not sinks. Bagging food waste that has the potential to leak in trash containers is recommended. Scrape or dry wipe pots, pans, dishware and work areas before washing to remove grease. Wash only in a sink connected to a grease control device.
3. Maintenance of Kitchen Exhaust Filters. Filters and other exhaust hood equipment shall be cleaned as frequently as necessary to maintain good operating condition. The wastewater generated from cleaning shall be disposed of properly and cleaned in sinks connected to a grease removal device.
4. Kitchen Signage. Informational signs on waste minimization practices in the food preparation and dishwashing areas shall be posted at all times.

5. Oil and Grease Spills. Dry methods including rags and absorbents such as sawdust or kitty litter shall be used to clean up oil and grease spills.
6. Employee Training. Training shall be conducted for all new kitchen staff and every 6 months. Training shall be documented with employee signatures retained indicating employee attendance. Training records shall be made available for review at any reasonable time to the governing agency. The governing agency shall provide training materials upon request.
7. No wastewater, fluids or other substances from commercial and industrial operations containing hazardous wastes, heavy metals, or other prohibited discharge shall enter the sewer system per POMC 13.04.130.
8. Dry cleanup procedures shall be implemented to clean up spills. Wipe up liquids or grease with rags or absorbents, such as kitty litter or sawdust.
9. Do not allow detergents or other emulsifying cleaning compounds to enter an Grease Removal System as this will make the system ineffective.

(C) Gravity Grease Interceptors (GGI).

1. Each facility is solely responsible for the cost of the grease interceptor installation, inspection, cleaning and maintenance.
2. Gravity grease interceptor sizing and installation shall conform to the requirements contained in the current edition of the Uniform Plumbing Code (UPC) or other criteria as determined on a case-by-case basis based on review or relevant information, including, but not limited to grease interceptor performance, waste stream characteristics, facility location, maintenance needs, and/or inspection needs. Supporting sizing calculations shall be submitted to the governing agency.
3. Gravity grease interceptors shall be designed by a mechanical engineer using standard engineering principles for sedimentation and flotation in gravity separators. The grease interceptor shall have a minimum of 2 compartments with fittings designed for grease retention.
4. Gravity grease interceptors shall be installed at an outdoor location where it is easily accessible for sample collection, inspection, and cleaning and removal of retained grease. The grease interceptor may not be installed inside a building and the location must meet the approval of the governing agency.
5. Gravity grease interceptors shall be located in the lateral line between all fixtures which may introduce grease into the sanitary sewer and the connection to the sanitary sewer collection system. Such fixtures shall include but not be limited to sinks, dishwashers,

floor drains for food preparation and storage areas, mop sinks, and any other fixture which is determined to be a potential source of grease.

6. Gravity grease interceptors must be vented.
7. Gravity grease interceptors shall be equipped with a sampling port at the outlet of the interceptor. Inspection tees and manholes must enable the utility to monitor and test the discharge for compliance with utility requirements or to allow monitoring and testing in accordance with the rules and regulations of other Federal, State or local agency having governmental or contractual jurisdiction within the utility service area.
8. Access manholes, with a minimum diameter of 24 inches, shall be provided over each chamber and sanitary tee. The access manholes shall extend at least to finished grade and be designed to prevent water inflow or infiltration. The manholes shall also have readily removable covers to facilitate inspection, cleaning and removal of retained grease and sample collection. Riser maximum shall not exceed 16 inches in the City of Port Orchard.
9. Sanitary wastes shall not be introduced into the gravity grease interceptor.

(D) Hydromechanical Grease Interceptor (HGI).

1. Each facility is solely responsible for the cost of the HGI installation, inspection, cleaning and maintenance.
2. HGI sizing and installation shall conform to the requirements contained in the current edition of the Uniform Plumbing Code or other criteria as determined on a case-by-case basis based on review or relevant information, including, but not limited to grease trap performance, waste stream characteristics, facility location, maintenance needs, and/or inspection needs.
3. HGIs shall be designed using standard engineering principles by a licensed Washington State mechanical engineer for sedimentation and flotation in gravity separators. Complete plumbing plans and isometric or riser diagrams are required at time of plan check submittal. The plans must be stamped by the mechanical engineer of record.
4. HGIs shall be installed at a location where it is easily accessible for sample collection, inspection, and cleaning and removal of retained grease.
5. The HGI shall be equipped with a device to control the rate of flow through the unit. The rate of flow shall not exceed the manufacturer's rated capacity recommended in gallons per minute for the unit.
6. Sanitary wastes cannot be introduced into the HGI.

(E) Required GGI/HGI Pumping Frequency.

1. Unless otherwise specified by the City, each interceptor (GGI/HGI) in active use shall be cleaned as specified in the individual operational permit. At a minimum, GGIs shall be cleaned at least once every 90 days and HGIs cleaned at least once per week. These required frequencies may be extended with the approval of the Director. Each GGI/HGI is reviewed on a case-by-case basis. The frequency may increase or decrease depending upon the need to prevent carry over of grease into the Sanitary Sewer System and the POTW. The City may specify cleaning more frequently when the current pumping schedule is shown to be inadequate. Additional pumping may be required during time periods where increased loading is anticipated. Any grease generator desiring a schedule less frequent than established shall submit a request to the City along with testing (as required by the City) and copies of the cleaning records for the last four interceptor (GGI/HGI) cleanings, including measurements of the thickness of the surface scum/grease layer and sediment.
2. At any time if an inspection finds the interceptor (GGI/HGI) having solids occupying 25 percent or more of the interceptor's liquid capacity, immediate steps shall be taken by the grease generator to pump out and clean the interceptor. The inspector shall make an evaluation of the advisability of allowing discharge to continue, and may at his or her discretion order an immediate cessation of all discharge from the facility and notify the health district. In any case, the certificate of occupancy may be rescinded so as to compel more frequent pumping and cleaning of the interceptor (GGI/HGI).
3. All interceptors (GGIs/HGIs) shall be maintained by the grease generator at the grease generator's expense. If the generator fails to comply with its cleaning schedule or is not adhering to the requirements of this Chapter the City shall have the interceptor (GGI/HGI) cleaned and bill the generator for all costs associated with its cleaning and an additional fifteen percent (15%).
4. Requirement for Increased Pumping or Servicing. If the City finds that a change in pumping or servicing of an interceptor (GGI/HGI) is necessary for an existing facility to meet the discharge limits stated in this chapter, the City may order a change in pumping or servicing of an interceptor (GGI/HGI). If the City orders a change in the pumping or servicing, then the City shall inform the facility's owner of the new schedule and their responsibility to adhere to the new schedule.

(F) Grease Capturing Equipment (GGI/GRD/HGI) Maintenance Log and Record Keeping.

1. Every Facility having a GGI, GRD, or HGI shall maintain a Fats, Oil and Grease Interceptor maintenance log indicating each pumping or cleaning for the previous 12 months. This log shall include: date, time, capacity of Grease Capturing Equipment, grease/solids depth (% of normal Liquid Depth), total gallons pumped (removed), hauler and disposal site, and maintenance and repairs noted. and shall be kept in a conspicuous location on the premises of the facility for inspection. Said log shall be made immediately available to any authorized city inspector.

2. Every FSE shall maintain records or receipts for the recycling or solid waste removal of food waste and Fats, Oil and Grease that is not discharged to the Grease Capturing Equipment.
3. Every FSE shall maintain records documenting the frequency of cleaning of exhaust system filters.
4. A copy of the information required in the maintenance log must be available to the inspector at the time of inspection to be removed and become the city's record. The inspection period shall run from January 1st through December 31st of each year. Regular inspections will occur annually or as required by the Utilities Compliance Program. Repeat inspections for those interceptors (GGIs/HGIs) not meeting maintenance requirements will be done approximately 30 days from initial inspection.

(G) GGI/HGI Cleaning Procedures.

1. The owner or an employee of the FSE shall supervise the interceptor (GGI/HGI) cleaning, and shall be physically present and observe the entire cleaning operation and sign the maintenance log as proof.
2. An FSE fats, oils and grease generator shall cause the liquid waste hauler, transporter, or any other person cleaning or servicing an interceptor (GGI/HGI) to completely evacuate all contents, including grease, floating materials, wastewater, and bottom sludges and solids. Skimming the surface layer of waste material and other partial cleaning of the interceptor (GGI/HGI) or use of any method that does not remove the entire contents of the collection device is prohibited. Removal of the floating materials shall be done prior to removal of other contents. After complete evacuation, the walls, top, and bottom of the interceptor (GGI/HGI) shall then be thoroughly cleaned and the residue removed. Upon completion of the servicing, the person responsible for compliance with these requirements shall make an inspection of the interior of the interceptor (GGI/HGI). If repairs are required, they shall be performed within 7 days of notice from the City, unless an extension has been granted by approval of the Director. The interceptor shall be refilled with water prior to being placed back into operation. The person responsible for compliance with these requirements shall make an appropriate entry in the FSE interceptor maintenance log, and leave a copy of the hauler/transporter manifest with the log for the City to retrieve at the next inspection. Food service establishments shall keep all records maintenance logs and hauler/transporter manifests. Said manifests and maintenance logs shall be made immediately available to any authorized City staff.
3. In addition to the maintenance required above, Grease Removal Devices shall be maintained in accordance with the manufacturer's guidelines.
4. The Facility shall prohibit the discharge of liquid, semi-solids, or solids back into an interceptor (GGI/HGI) during and/or after servicing. Decanting or discharging of

removed waste back into the interceptor (GGI/HGI) from which the waste was removed or any other interceptor, for the purpose of reducing the volume to be disposed, is prohibited.

5. Each gravity interceptor (GGI) pumped shall be fully evacuated unless the interceptor volume is greater than the tank capacity on the vacuum truck, in which case the transporter shall arrange for additional transportation capacity so that the interceptor is fully evacuated within a 24-hour period following the transporter's inability to fully evacuate the interceptor.

(H) Disposal of Interceptor (GGI/HGI) Waste. All waste removed from each interceptor (GGI/HGI) shall be disposed of at a facility permitted and authorized to receive such waste in accordance with all applicable federal, state, and local regulations. In no way shall the waste be returned to any private or public portion of the publicly owned treatment works (POTW), without prior written approval from the supervisor, nor may it be returned to any portion of the POTW not specifically designated by the wastewater collections/treatment supervisor. Additionally, grease removed from an interceptor (GGI/HGI) shall not be recycled so as to become a food product or part of a food product for animal or human consumption.

(I) Vacuum Truck Cleaning Service for GGI/HGI. It shall be unlawful for a Facility to allow grease waste to be removed from the premises by a transporter who does not have all applicable federal, state, or local permits or registrations including a Washington State waste hauler's permit and city business license.

(K) Grease Capturing Equipment System Additives. No user may use an additive of any type for the interceptor without the approval of the Director. The Director will adopt procedures for the approval of additives.

No vendor may sell, attempt to sell or otherwise distribute any additive in the City of Port Orchard without prior approval of the additive by the Director. Any vendor selling, or attempting to sell, or otherwise distributing any additive intended for use in an interceptor that has not been approved for use by the Director is in violation of this ordinance and is subject to all enforcement actions contained herein.

13.05.070 Grease Capturing Equipment – Required Reporting.

All Facilities shall, at a frequency and time determined by the City, but in no case less than once per year, make available to the City:

- (A) Copies of all hauler/transporter manifests made by liquid waste transporters servicing their GGI/HGI during the reporting period;
- (B) A copy of the gravity grease interceptor/hydronechanical grease interceptor maintenance log; and

(C) Any other information required by the City, including analysis of the discharge to a public sewer system of such waste as the City may require. Such analysis shall be in accordance with requirements this Chapter.

13.05.080 Enforcement.

(A) It is unlawful for any grease generator to discharge into the POTW in any manner that is in violation of this chapter or of any condition set forth in this chapter. Additionally, a person commits an offense if the person causes or permits the plugging or blocking of, or otherwise interferes with or permits the interference of, a grease interceptor (GGI/HGI), including alteration or removal of any flow constricting devices so as to cause flow to rise above the design capacity of the interceptor (GGI/HGI).

(B) A Facility shall be considered out of compliance if any of the following conditions exist:

1. A required grease interceptor has not been installed or required maintenance of a grease interceptor has not been performed, resulting in a prohibited discharge, accumulation of grease within the public sewer system, a sewer blockage, or sanitary sewer overflow.
2. Maintenance cleaning has not been accomplished when the total accumulations of fats, oil and grease exceeding 25 percent of the overall liquid depth has not been met.
3. Failure to submit records to the governing agency or to make records available upon request.
4. Inspection hindrance.
5. Failure to maintain on-site records of maintenance.
6. Falsification of records.
7. Discharges to the sanitary sewer system that include polar fats, oils and greases in amounts that cause a visible sheen in the discharge or in the public sewer system, a build-up of grease in any public sewer facility, or any water or waste which contains more than 100 parts per million by weight of nonpolar fats, oils and grease as measured using analytical procedures established in 40 CFR Part 136.

(C) Routine compliance will be evaluated based on review of maintenance records. The owner or operator of the facility is responsible for maintaining the required records and make them available to the governing agency. Compliance can also be initiated by observations and reports of potential noncompliance that comes from governing agency staff, other agencies, the public, or other documented sources.

(D) Inspections of facilities may be conducted by the Director at any time during normal business hours to verify compliance with this chapter. Facilities shall allow the Director access to all parts of the premises for the purpose of inspection, records examination, measurement,

sampling and testing, or other activities in accordance with the provisions of this chapter. The governing agency shall have the right and access to set up on the facility property any devices necessary for conducting wastewater sampling inspection, compliance monitoring and/or metering operations.

(E) If an obstruction of the sanitary sewer collection system occurs that causes a sanitary sewer backup and/or overflow and such overflow can be attributed in part or in whole to an accumulation of fats, oil and grease in the sanitary sewer main line, the governing agency will take appropriate enforcement actions against the generator or contributor of such fats, oil and grease. In addition, those responsible for generating or contributing to unlawful discharge of fats, oil and grease to the sanitary sewer system must take immediate steps to bring the grease interceptor or other grease removal device into compliance, plus any additional actions necessary to bring the facility into compliance with this chapter. Failure to respond to corrective measures outlined in any enforcement notice will result in termination of water service which is owned, operated and maintained by the governing agency.

(F) Violations of any provision of this chapter, or an order issued hereunder, are hereby declared to be public nuisances. In addition to any other provisions of the Port Orchard Municipal Code pertaining to abatement of public nuisances, and in addition to any other enforcement methods authorized by an ordinance of the City or local or state law, these violations may be subject to abatement and enforcement through any of the following methods (at the discretion of the Director or designee):

1. Notice of Violation. Whenever the city finds that any customer has violated or is continuing to violate any provision of this chapter, or an order issued hereunder, the city may serve upon such customer a written notice of the violation that will include a minimum of an additional 10 days to comply and notification that water services will be terminated on the next business day following the specified due date. Nothing in this section shall limit the authority of the city to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.
2. Compliance Orders. Whenever the city finds that a customer has violated, or continues to violate, any provision of this chapter, or order issued hereunder, the city may issue a compliance order to the customer responsible for the violation. This order shall direct that the cross-connection be eliminated or protected with an approved backflow prevention assembly and that the assembly be installed and properly operated and maintained. The order shall specify that water services shall be discontinued and/or applicable penalties imposed unless, following a specified time period, the directed actions are taken. A compliance order may not extend the deadline for compliance beyond any applicable state or federal deadlines, nor does a compliance order release the customer from liability from any past, present, or continuing violation(s). Issuance of a compliance order shall not be a prerequisite to taking any other action against the customer. Failure to comply with any terms or requirements of a compliance order by a customer shall be an additional and independent basis for termination of water services or any other enforcement action authorized under this chapter and deemed appropriate by the city.

3. Cease and Desist Orders. The city may issue a cease and desist order upon finding a customer has or is violating this chapter. The decision to issue a cease and desist order shall consider the likelihood that a customer's violations could cause a severe threat to the public water system. The order issued by the city will direct the customer to cease and desist all such violations and to: (a) immediately cease such actions creating a cross-connection; (b) comply with all applicable cross-connection control standards and requirements; (c) take such appropriate action as may be needed to properly address a continuing or threatened violation, including halting operations. Issuance of a cease and desist order shall not be a bar against, or prerequisite for, taking any other action against the customer.
4. Injunctive Relief. When the city finds that a customer has violated (or continues to violate) any provision of this chapter or order issued hereunder, or any other fats, oils, and/or grease control standard or requirement, they may petition the superior court of Kitsap County through the city attorney for the issuance of a temporary or permanent injunction, as appropriate. Such injunction shall restrain or compel specific compliance with an order, or other requirement imposed by this chapter on activities of the customer. The city may also seek such other action as is appropriate for legal and/or equitable relief. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a customer.
5. This section are not exclusive remedies. The city reserves the right to take any, all, or any combination of these actions concurrently or sequentially against a noncompliant user or to take other actions as warranted by the circumstances.

13.05.090 Penalties.

(A) Noncompliance Fines. Notwithstanding any other section of this chapter, any customer found by the city to have violated any provision of this chapter, or orders issued hereunder, shall be fined in an amount not to exceed \$1,000 per violation. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation. Such assessments will be billed separately from the utility billing for services. Unpaid charges, fines, and penalties shall be sent to collections. Issuance of an administrative fine shall not be a prerequisite for taking any other action against the customer. Each day upon which a violation occurs or continues shall constitute a separate violation. In the case of noncompliance, penalties shall accrue for each day during the period of such noncompliance. In addition to the penalty amounts assessable above, the director may recover reasonable attorneys' fees, court costs, and other expenses associated with compliance and enforcement activities authorized under this chapter. This shall include recovery of costs for sampling and monitoring, and the cost of any actual damages incurred by the city. The city shall petition the superior court of Kitsap County to impose, assess, and recover such sums. When recommending the amount of civil liability, the public works director shall consider all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the customer's violation, corrective actions by the customer, the compliance history of the customer, and any other factor as justice requires, and shall present this analysis as evidence in support of the recommended penalty. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a customer.

(B) Termination of Water Services. The city shall have authority to terminate water services to any customer upon determining that such customer has: (a) refused access allowed by this chapter thereby preventing the implementation of any purpose of this chapter; (b) violated any provision of this chapter; or (c) violated any lawful order of the city issued with respect to this chapter. The city will attempt to provide reasonable notice to tenants and owners prior to water service being terminated, but if the city determines the violation of this code presents an imminent and serious threat to the public water system, the city may immediately terminate the customer's water service, the notice and appeal rights set forth herein notwithstanding. Service will be restored after the customer has made arrangements to come into compliance and paid a disconnect/connect charge, as established in POMC 13.04.050. If a customer makes arrangements for compliance and payment after 4:30 p.m., the water will not be reconnected until the next morning. If a customer wishes to have their water reconnected after 4:30 p.m., they will be charged after-hours rates per POMC 13.04.055.

(C) Recovery of Expenses. All expenses incurred by the city in correcting the violation shall be billed to the property owner and/or person responsible for the violation and shall become due and payable to the city within 10 calendar days. Such costs may include, but are not limited to, the following:

1. "Legal expenses," which shall include, but are not limited to:

- (a) Personnel costs, both direct and indirect, including attorney's fees and all costs incurred by the city attorney's office or its designee;
- (b) Actual and incidental expenses and costs incurred by the city in preparing notices, contracts, court pleadings, and all other necessary documents; and
- (c) All costs associated with retention and use of expert witnesses or consultants;

2. "Abatement expenses," which shall include, but are not limited to:

- (a) Costs incurred by the city for preparation of notices, contracts, and related documents;
- (b) All costs associated with inspection of the abated property and monitoring of said property consistent with orders of compliance issued by the city's hearing examiner or a court of competent jurisdiction;
- (c) All costs incurred by the city for hauling, storage, disposal, or removal of vegetation, trash, debris, dangerous structures or structures unfit for occupancy, potential vermin habitat or fire hazards, junk vehicles, obstructions to public rights-of-way, and setback obstructions;
- (d) All costs incurred by law enforcement or related enforcement agencies;

(e) All costs incurred by the city during abatement of code violations may include interest in an amount as prescribed by law; and

(D) The city shall have a lien for any monetary penalty imposed, the cost of any abatement proceedings under this chapter, and all other related costs including attorney and expert witness fees, against the real property on which the monetary penalty was imposed or any of the work of abatement was performed. The lien shall be subordinate to all previously existing special assessment liens imposed on the same property and shall be superior to all other liens, except for state and county taxes, with which it shall be on parity.

A Facility is liable to the City for any expense, loss, or damage occasioned by the City for reason of appropriate cleanup and proper disposal of said waste materials.

(E) Remedies Nonexclusive. The provisions in this section are not exclusive remedies. The city reserves the right to take any, all, or any combination of these actions concurrently or sequentially against a noncompliant user or to take other actions as warranted by the circumstances.

13.05.100 Indemnification.

The city of Port Orchard will not be held liable for any or all water pressure loss, flow loss, head loss, friction loss, or other costs or damages associated with the requirements of this chapter and associated enforcement, including but not limited to interruption of service. In all cases, the customer shall indemnify and hold harmless the city for all contamination of the customer's system or the city's water or sewerage systems that result from a violation of this chapter within the customer's premises. Under no circumstances shall the city's granting of an exception from the requirements herein consistent with this chapter be construed to mean that the city assumes responsibility or liability for any occurrence on the customer's premises. This indemnification shall pertain to all conditions that may arise from the city's suspension of water supply, water main breaks, or reduction of water pressure. Any customer violating any of the provisions of this program when said violation results in damage to or impairs the city's water or sewerage system, including, but not limited to, allowing contamination, pollution, any other substances, or non-potable water to enter the city's water or sewerage system, shall be liable to the city for all expenses, loss, or damages caused by such violation. Such costs may include, but are not limited to, cleaning, purifying, repairing, or replacement work in the city's water or sewerage system caused by the violation.

Chapter 13.07

CROSS-CONNECTION CONTROL

Sections:

- 13.07.010 Purpose.
- 13.07.020 Definitions.
- 13.07.030 Code authority and enforcement.
- 13.07.040 Policy.
- 13.07.050 Minimum protection.
- 13.07.060 Risk assessment survey.
- 13.07.070 New construction.
- 13.07.080 Existing buildings, structures and grounds.
- 13.07.090 Records and reports.
- 13.07.100 Enforcement.
- 13.07.110 Other remedies.
- 13.07.120 Indemnification.

13.07.010 Purpose.

The purpose of the city of Port Orchard cross-connection control program is to protect the public water system from contamination via cross-connections and backflow incidents.

13.07.020 Definitions.

Except where specifically designated herein, all words used in this chapter and the cross-connection control program shall carry their customary meanings. Words used in the present tense include the future, and plural includes the singular. The word “shall” is always mandatory; the word “may” denotes a use of discretion in making a decision. Any definition not found in this section will take its meaning from the Washington Administrative Code (WAC) (Chapter 246-290 WAC), as amended, or the most recent edition of the Manual of Cross-Connection Control published by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California.

(1) “Air gap” means a physical separation between the free-flowing end of a potable water supply pipeline and the overflow rim of an open or non-pressurized receiving vessel. To qualify as an air gap approved by the city, the separation must be at least:

(a) Twice the diameter of the supply piping measured vertically from the overflow rim of the receiving vessel, and in no case be less than one inch, when unaffected by vertical surfaces (sidewalls); or

(b) Three times the diameter of the supply piping if the horizontal distance between the supply pipe and a vertical surface (sidewall) is less than or equal to three times the diameter of the supply pipe, or if the horizontal distance between the supply pipe and intersecting vertical surfaces (sidewalls) is less than or equal to four times the diameter of the supply pipe and in no case less than one and one-half inches.

(2) “Authorized agent” means any person who:

- (a) Makes decisions regarding the operation and management of the public water system whether or not engaged in the physical operation of the system;
- (b) Makes decisions whether to improve, expand, purchase, or sell the system; or
- (c) Has discretion over the finances of the system or is designated by an authorized agent as described above.

(3) “Backflow” means the undesirable reversal of flow of water or other substances through a cross-connection into the public water system or customer’s potable water system.

(4) “Backflow assembly tester” means a person holding a valid backflow assembly tester (BAT) certificate issued in accordance with WAC 246-292-490.

(5) “Backflow preventer” means an air gap, backflow prevention assembly, or atmospheric vacuum breaker.

(6) “Backflow prevention assembly” means a device, combination of devices, or equipment of make, model, and size that is approved by the city for use to prevent backflow to the city’s public water system. Backflow prevention assemblies include, but may not be limited to:

RPBA – Reduced pressure backflow assembly;

RPDA – Reduced pressure detector assembly;

DCVA – Double check valve assembly;

DCDA – Double check detector assembly;

PVBA – Pressure vacuum breaker assembly;

SVBA – Spill-resistant vacuum breaker assembly;

AVB – Atmospheric vacuum breaker.

(7) “Back-pressure” means pressure caused by a pump, elevated tank or piping, boiler, or other means on the customer’s side of the service connection that is greater than the pressure provided by the public water system, and which may cause backflow.

(8) “Back-siphonage” means backflow due to a reduction in system pressure in the city’s distribution system and/or customer’s water system.

(9) “Combination fire protection system” means a fire sprinkler system that:

- (a) Is supplied only by the city’s water system; and
- (b) Does not have a fire department pumper connection; and

(c) Is constructed of approved potable water piping and materials that serve both the fire sprinkler system and the customer's potable water system.

(10) "Contaminant" means a substance present in drinking water that may adversely affect the health of the customer or the aesthetic qualities of the water.

(11) "Cross-connection" means any actual or potential physical connection between the public water system or the customer's water system and any source of non-potable liquid, solid, or gas that could contaminate the potable water supply by backflow.

(12) "Cross-connection control program" means the administrative and technical procedures the city implements to protect the public water system from contamination via cross-connections, as required in WAC 246-290-490.

(13) "Cross-connection control specialist (CCS)" means a person holding a valid Washington State cross-connection control specialist certificate issued in accordance with Chapter 246-292 WAC.

(14) "Cross-connection control summary report" means the annual report required by the Washington State Department of Health, Office of Drinking Water, that describes the status of the city's cross-connection control program.

(15) "Customer" means any person receiving water from a public water system from either the meter, or the point where the service line connects with the distribution system, if no meter is present. For purposes of cross-connection control, "customer" means the owner or operator of a water system connected to a public water system through a service connection.

(16) "Customer's water system," as stated in WAC 246-290-490, means any potable and/or industrial water system that begins at the public water system point of delivery; that is, at the immediate downstream side of the water meter or connection, and is located on the customer's premises. The customer's water system includes all auxiliary sources of supply, storage, treatment, and distribution facilities, piping, plumbing, and fixtures under the control of the customer.

(17) "Department" means the Washington State Department of Health, Office of Drinking Water, or health officer as identified in a joint plan of operation in accordance with WAC 246-290-030.

(18) "Direct service connection" means a service hookup to a property that is contiguous to a water distribution main and where additional mains or extensions are not needed to provide service.

(19) "Distribution system" means all piping components of a public water system that serve to convey water from transmission mains linked to source, storage and treatment facilities to the customer, excluding individual services.

(20) "City" means the City of Port Orchard or the City of Port Orchard water utility.

(21) "Flow-through fire protection system" means a fire sprinkler system that:

- (a) Is supplied only by the city's water; and
- (b) Does not have a fire department pumper connection; and
- (c) Is constructed of approved potable water piping and materials to which sprinkler heads are attached; and
- (d) Terminates at a connection to a toilet or other plumbing fixture that provides regular use to prevent the water from becoming stagnant.

(22) "Health hazard" means any condition, device, or practice in a water supply system and/or its operation that creates or may create a danger to the health and well-being of a customer.

(23) "Health officer" means the health officer of the Kitsap County health department, or an authorized representative.

(24) "High health cross-connection hazard" means a cross-connection that could impair the quality of potable water and create an actual public health hazard through poisoning or spread of disease by sewage, industrial liquids or waste.

(25) "In-premises protection" means a method of protecting the health of customers served by the customer's potable water system, located within the property lines of the customer's premises by the installation of an approved air gap or backflow prevention assembly at the point of hazard, which is generally a plumbing fixture.

(26) "Local administrative authority" means the local official, board, department, or agency authorized to administer and enforce the provisions of the Uniform Plumbing Code as adopted under Chapter 19.27 RCW (WAC 51-46-0603).

(27) "Low health cross-connection hazard" means a cross-connection that could cause an impairment of the quality of potable water to a degree that does not create a hazard to the public health but does adversely and unreasonably affect the aesthetic qualities of such potable water for domestic use.

(28) "Potable" means water suitable for drinking by the public and meeting the requirements of the Safe Drinking Water Act and state of Washington Department of Health.

(29) "Premises isolation" means a method of protecting a public water system by installation of approved air gaps or approved backflow prevention assemblies at or near the service connection or alternative location acceptable to the city to isolate the customer's water system from the city's public water system.

(30) "Plumbing hazard" means a cross-connection in a customer's potable water system that may permit back-siphonage in the event of a negative pressure in the supply line.

(31) "Public water system" means as defined and referenced under WAC 246-290-020.

(32) "Purchased source" means water a purveyor purchases from a public water system not under the control of the city for distribution to the city's customers.

(33) “Purveyor” means an agency, subdivision of the state, municipal corporation, firm, company, mutual or cooperative association, institution, partnership, person, or other entity owning or operating a public water system. “Purveyor” also means the authorized agents of such entities.

(34) “Regional public water supplier” means a water system that provides drinking water to one or more public water systems.

(35) “Resident” means an individual living in a dwelling unit served by a public water system.

(36) “Service connection” means a connection to a public water system designed to provide potable water to a single-family residence, or other residential or nonresidential population.

(37) “System hazard” means a threat to the physical properties of the public or the customer’s potable water system by a material not dangerous to health but aesthetically objectionable that would have a degrading effect on the quality of the potable water in the system.

(38) “Unapproved auxiliary water supply” means a water supply (other than the city’s water supply) on or available to the customer’s premises that is either not approved for human consumption by the health agency having jurisdiction, or is not otherwise acceptable to the city.

(39) “Used water” means water that has left the control of the city, typically through a service connection meter or use from a city hydrant.

13.07.030 Code authority and enforcement.

Enforcement of this cross-connection control program in the area served by the city water utility will be in accordance with this chapter and WAC 246-290-490, as amended. For water utility customers outside of Port Orchard city limits, the provisions of this chapter shall be enforced as water utility policy, to the extent allowed by law.

13.07.040 Policy.

This policy shall provide for the permanent abatement or control of cross-connections to the potable water system of the city of Port Orchard. Where it is infeasible to find, eliminate, or permanently control cross-connections to the water system, and when it is mandated by WAC 246-290-490 or deemed necessary by a city CCS, there shall be installed at the city water service connection and prior to any branch connections an approved backflow preventer commensurate with the degree of hazard posed by the customer’s water system upon the public water system.

13.07.050 Minimum protection.

(1) All backflow preventers used for cross-connection control to protect the city of Port Orchard water system shall be identified on the current list of approved backflow prevention assemblies developed by the Washington State Department of Health, Office of Drinking Water, as amended. Backflow prevention assemblies not identified on the Office of Drinking Water list of approved assemblies, but approved by another public water system in the state of Washington, may be considered for approval on a case-by-case basis by the city, who shall have the sole discretion to approve or disapprove use of the proposed backflow prevention assembly.

(2) All backflow preventers used to protect the public water system from potential premises hazards shall be installed downstream of connections to the public water system and prior to any branch connections, as determined by the city CCS.

(3) The following methods of cross-connection control are the minimum protection required at the water service connection at the property line to protect the public water system from potential hazards on the premises:

(a) All premises listed under WAC 246-290-490(4)(b)(i), (ii), (iii) and (Table 13, formerly codified as Table 9) shall require installation of an air gap or a reduced pressure backflow assembly.

(b) All premises on which material that may be dangerous to health is stored, handled, or processed, and which, in the assessment of a city CCS, poses a potential high health cross-connection hazard to the public water system, shall require installation of an air gap or a reduced pressure backflow assembly.

(c) All premises where entry is restricted such that inspection for cross-connections cannot be made with sufficient frequency or at sufficient short notice to assure that cross-connections do not exist and the risk of cross-connection hazards is low shall require an air gap or a reduced pressure backflow assembly.

(d) All premises having a repeated history of cross-connections being established or re-established shall require an air gap or a reduced pressure backflow assembly.

(e) All premises that have an auxiliary water supply on or available to the customer's premises shall require an air gap or a reduced pressure backflow assembly.

(f) All premises that have internal cross-connections that are not correctable or which have complex plumbing arrangements that make it impractical to ascertain whether or not cross-connections exist shall require an air gap or a reduced pressure backflow assembly.

(g) All premises that have a heat exchanger or a solar hot water system shall require a risk assessment inspection by a city CCS to determine the level of backflow protection required.

(h) All fire systems that may contain chemical additives, including food-grade additives, shall require a reduced pressure backflow assembly or reduced pressure detector assembly.

(i) All premises that pose a high probability of changes in the use of water by tenants, such as but not limited to shopping malls or strip malls, shall require a backflow assembly commensurate with the degree of hazard.

(j) All fire systems with no chemical additives shall require a double check valve assembly or double check detector assembly.

(k) All premises where cross-connections are unavoidable or not correctable, such as but not limited to tall buildings (over 30 feet) or water booster pump systems, shall require a double check valve assembly unless other hazards on the premises require a higher level of backflow protection.

(4) The control of cross-connections requires cooperation between the water purveyor, the local administrative authority, the health officer and the customer (consumer).

(a) WAC 246-290-490(1)(d): The purveyor's responsibility for cross-connection control shall begin at the water supply source, include all the public water treatment, storage, and distribution facilities, and end at the point of delivery to the customer's water system, which begins at the downstream end of the service connection or water meter located on the public right-of-way or utility-held easement.

(b) WAC 246-290-490(1)(e): Under the provisions of this section, purveyors are not responsible for eliminating or controlling cross-connections within the customer's water system. Under Chapter 19.27 RCW, the responsibility for cross-connections within the customer's water system, i.e., within the property lines of the customer's premises, falls under the jurisdiction of the local administrative authority.

(c) WAC 246-290-490(2)(d): The purveyor shall coordinate with the local administrative authority in all matters concerning cross-connection control. The purveyor shall document and describe such coordination, including delineation of responsibilities, in the written cross-connection control program required in WAC 246-290-490(2)(e).

(5) A city CCS shall make available to all local administrative authorities information maintained in the city cross-connection control program files, which may include, but is not limited to:

(a) A master list of all premises that have been isolated from the city water system in accordance with the city's cross-connection control program;

(b) Information concerning any internal cross-connections that come to the attention of a city CCS during risk assessment evaluations of premises; and

(c) Notification of any termination of water service for failure to comply with the requirements of WAC 246-290-490 or the city's cross-connection control program.

13.07.060 Risk assessment survey.

(1) A risk assessment survey for cross-connections and sanitary hazards requires a water use evaluation of new and existing buildings, structures, and grounds to determine the degree of potential health hazard risk to the public water system. While assessing the risk of contamination of the public water system, if the degree of hazard posed by a substance or process is unknown, the city must assume the hazard is high. Almost all substances other than potable water under the city's control are considered to be a health hazard to some degree.

(2) Factors to consider while determining the level of probability that a cross-connection may occur include:

(a) The probability increases that an existing cross-connection will go undetected as the complexity of a piping system increases.

(b) Piping changes will create new cross-connections or change the operating risk from back-siphonage to back-pressure conditions.

- (c) A backflow preventer could be bypassed or removed from service.
- (d) A material stored, handled, or processed could be changed or increased in strength.
- (e) A material stored or handled may deteriorate, thus becoming a health hazard.
- (f) A material, when combined with the chemicals in the potable water supply or when exposed to certain piping material, may react and form a compound that poses a health hazard, such as CO₂ mixing with water to form carbonic acid, an acid that leaches copper from service pipes.
- (g) A material that, if it contains a bacteriological contaminant, could become a health hazard long after it enters the potable water supply, through bacteria regrowth. (Ord. 3208 § 1, 2012).

13.07.070 New construction.

(1) Risk assessments for new construction shall be conducted as outlined below: Upon application for a water service connection, a city CCS shall review the application and determine the risk posed to the public water system by the customer's water system. A city CCS shall classify the water service connection as either a high health hazard cross-connection, a low health hazard cross-connection, or no health hazard cross-connection, and shall specify the need for and identify the type of backflow protection required (if applicable) for premises isolation backflow protection. When deemed necessary, a city CCS shall request the city's engineering division or local administrative authority to require a detailed plan and specification for the plumbing installation in order to facilitate risk assessment review of the water use at the property.

(2) A city CCS shall review all water system related plans and specifications to:

- (a) Assess the actual or potential health hazard or contamination risk to the public water system.
- (b) Assess the complexity of any existing and/or proposed water piping system.
- (c) Assess the probability of cross-connections within a customer's water system.
- (d) Determine what cross-connections might constitute acceptable risks.
- (e) Determine the reliability required of any backflow prevention assembly utilized within a facility or mandated for premises isolation.
- (f) Assess the actual or potential use and/or availability of any unapproved auxiliary water supply systems.
- (g) Assess the storage and handling of material dangerous to health and toxic substances that, if introduced into the water system, would constitute a water system, plumbing, or health hazard.

(3) If it is determined that any of these conditions will exist, a city CCS shall advise the customer in writing that such cross-connections exist and may, as a courtesy, offer technical guidance in

eliminating or controlling such cross-connections. If a city CCS determines that the customer's water system represents a potential health hazard risk to the city water system, such as, but not limited to, WAC 246-290-490(4)(b)(Table 13, formerly codified as Table 9) facilities and/or systems, a backflow preventer commensurate with the assessed degree of hazard shall be required for premises isolation at the water service connection, notwithstanding any point of hazard, point of use, or fixture protection existing or proposed within the property lines of the premises.

(4) Backflow preventers, when required, shall be installed and tested before the water service is activated. A city CCS shall advise the customer that it is the customer's responsibility to install the backflow preventer and have it tested by a Washington State certified backflow assembly tester (BAT) prior to use of the water service, and that annual testing and documentation is required thereafter. A city CCS shall attend and witness the initial test of all backflow assemblies installed for premises protection. It is the responsibility of the customer to contact a city CCS and coordinate an appointment time for a city CCS to attend and witness the required test of a backflow assembly (24-hour advance notice is required). (Ord. 3208 § 1, 2012).

13.07.080 Existing buildings, structures and grounds.

(1) A city CCS shall evaluate all high health hazard premises, all commercial and/or industrial premises, all premises with fire systems, all premises with water systems using booster pumps, and all premises with buildings 30 feet or more in height to ensure premises isolation backflow protection has been provided at the water service connection. Premises to be evaluated shall be selected in order from an established list prioritized by expected degree of health hazard and/or risk of contamination. Premises not on the established priority list that come to the attention of a city CCS, and upon evaluation are determined deficient in required premises isolation backflow protection, shall be brought into current compliance without regard to any established priority list. Residential properties will not be routinely inspected unless those properties come to the attention of a city CCS and are identified to pose a potential health hazard risk to the city water system.

(2) The initial evaluation of existing facilities shall proceed according to the following steps:

(a) A priority list shall be established using existing water service records, telephone directory yellow page listings, and other resources as beneficial.

(b) Beginning with the highest rated health hazard on the program's priority list, a city CCS shall make a risk assessment evaluation of each property for actual or potential cross-connections and/or any conditions that might tend to contaminate the city water system.

(c) Upon completion of the risk assessment evaluation, a city CCS shall determine whether premises isolation backflow protection is required, and shall determine the level of protection required commensurate with the assessed degree of hazard.

(d) A city CCS shall prepare an evaluation that includes, but is not limited to, the following:

(i) A list of all cross-connections found, their locations, and any optional methods of elimination or control.

(ii) Any applicable drawings, sketches, blueprints, or photos.

(iii) A summary of the findings, recommendations and requirements for corrective actions.

(e) A city CCS shall notify the customer, in writing, of the city's requirement for premises isolation backflow protection. The letter shall include the requirements for corrective actions and a corrective action completion date.

(f) Corrective action by the customer must be completed within 30 days in most cases. Where existing cross-connections pose an immediate threat to public health and the city's water system, a city CCS may require immediate corrective action and may terminate water service until required backflow prevention is installed and tested. For cross-connections that are complex and may require additional time to design and install, a city CCS may allow up to 90 days to complete corrective action.

(3) On the specified corrective action completion date, a city CCS shall inspect the customer's facility to determine if the corrective actions have been completed. If the corrective actions have been completed, a city CCS shall inspect each required premises isolation backflow assembly located at the city water service connections to the property. If the corrective actions are in progress but more time is required for completion, a new completion date may be set by a city CCS. If corrective actions have been disregarded, the city shall take appropriate corrective action within its authority, up to and including denying or discontinuing water service to a customer's premises until the cross-connection hazard is eliminated or controlled to the satisfaction of the city.

(4) The city's corrective action may include, but is not limited to:

(a) Denying or discontinuing water service to a customer's premises until the cross-connection hazard is eliminated or controlled to the satisfaction of a city CCS.

(b) Requiring the customer to install an approved backflow preventer for premises isolation commensurate with the degree of hazard.

(c) Contracting with a properly licensed and certified company or individual to install an approved backflow preventer for premises isolation commensurate with the degree of hazard. The cost of installation and testing, plus a 20 percent administrative fee, shall be added to the customer's water bill.

(5) Reinspection of premises isolation for each premises subject to corrective action may be performed annually, or more often if the degree of hazard so indicates, or whenever there is a change in the use of the premises.

(6) The city shall ensure that inspections and/or tests of backflow prevention facilities are conducted:

(a) At the time of installation.

(b) Annually after installation, or more frequently, if required by the city for connections serving premises or systems that pose a high health cross-connection hazard or for assemblies that repeatedly fail.

(c) After a backflow incident.

(d) After an assembly is repaired, reinstalled, or relocated or an air gap is replumbed.

13.07.090 Records and reports.

(1) The City of Port Orchard's cross-connection control program files shall include files for each customer requiring the installation of a premises isolation backflow prevention assembly. A computer software database may be utilized for compiling and extracting information required for tracking compliance as well as Department of Health annual reporting.

(2) The following information shall be maintained in each file:

(a) Copies of all correspondence with customer relative to cross-connection control.

(b) Copies of evaluation reports, complete with field drawings (if applicable).

(c) Copies of all completed backflow assembly test report forms.

(d) Copies of all reports or correspondence pertaining to enforcement action, cross-connections, or backflow incidents. (Ord. 3208 § 1, 2012).

13.07.100 Enforcement.

Unprotected cross-connections which are declared by this Chapter to be unlawful, whether presently existing or hereinafter installed, as well as any customer who has violated or is continuing to violate any provision of this chapter, or an order issued hereunder, are hereby declared to be public nuisances. In addition to any other provisions of the Port Orchard Municipal Code pertaining to abatement of public nuisances, and in addition to any other enforcement methods authorized by an ordinance of the City or local or state law, these violations may be subject to abatement and enforcement through any of the following methods (at the discretion of the Director or designee):

(1) Notice of Violation. Whenever the city finds that any customer has violated or is continuing to violate any provision of this chapter, or an order issued hereunder, the city may serve upon such customer a written notice of the violation that will include a minimum of an additional 10 days to comply and notification that water services will be terminated on the next business day following the specified due date. Nothing in this section shall limit the authority of the city to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

(2) Compliance Orders. Whenever the city finds that a customer has violated, or continues to violate, any provision of this chapter, or order issued hereunder, the city may issue a compliance order to the customer responsible for the violation. This order shall direct that the cross-connection be eliminated or protected with an approved backflow prevention assembly and that the assembly be installed and properly operated and maintained. The order shall specify that water services shall be discontinued and/or applicable penalties imposed unless, following a specified time period, the directed actions are taken. A compliance order may not extend the deadline for compliance beyond any applicable state or federal deadlines, nor does a compliance order release the customer from liability from any past, present, or continuing violation(s). Issuance of a compliance order shall not be a prerequisite to taking any other action against the

customer. Failure to comply with any terms or requirements of a compliance order by a customer shall be an additional and independent basis for termination of water services or any other enforcement action authorized under this chapter and deemed appropriate by the city.

(3) Cease and Desist Orders. The city may issue a cease and desist order upon finding a customer has or is violating this chapter. The decision to issue a cease and desist order shall consider the likelihood that a customer's violations could cause a severe threat to the public water system. The order issued by the city will direct the customer to cease and desist all such violations and to: (a) immediately cease such actions creating a cross-connection; (b) comply with all applicable cross-connection control standards and requirements; (c) take such appropriate action as may be needed to properly address a continuing or threatened violation, including halting operations. Issuance of a cease and desist order shall not be a bar against, or prerequisite for, taking any other action against the customer.

(4) Recovery of Costs Incurred by the City. Any customer violating any of the provisions of this chapter or who creates or maintains a cross-connection without an approved, operational backflow prevention assembly shall be liable to the city for any expense, loss, fines, or damage caused by such violation or backflow incident. The city will bill the customer for the cost incurred by the city for any cleaning, repair, replacement work, or other damages caused by the cross-connection. Refusal to pay the assessed costs shall constitute a violation of this chapter enforceable under the provisions of this section and POMC Chapter 20.02.

(5) Noncompliance Fines. Notwithstanding any other section of this chapter, any customer found by the city to have violated any provision of this chapter, or orders issued hereunder, shall be fined in an amount not to exceed \$1,000 per violation. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation. Such assessments will be billed separately from the utility billing for services. Unpaid charges, fines, and penalties shall be sent to collections. Issuance of an administrative fine shall not be a prerequisite for taking any other action against the customer.

(6) Termination of Water Services. The city shall have authority to terminate water services to any customer upon determining that such customer has: (a) refused access allowed by this chapter thereby preventing the implementation of any purpose of this chapter; (b) violated any provision of this chapter including failure to install or test a backflow assembly; or (c) violated any lawful order of the city issued with respect to this chapter. The city will attempt to provide reasonable notice to tenants and owners prior to water service being terminated, but if the city determines the cross-connection or other violation of this code presents an imminent and serious threat to the public water system, the city may immediately terminate the customer's water service, the notice and appeal rights set forth herein notwithstanding. Service will be restored after the customer has made arrangements to come into compliance and paid a disconnect/connect charge, as established in POMC 13.04.050. If a customer makes arrangements for compliance and payment after 4:30 p.m., the water will not be reconnected until the next morning. If a customer wishes to have their water reconnected after 4:30 p.m., they will be charged after-hours rates per POMC 13.04.055.

13.07.110 Other remedies.

(1) Injunctive Relief. When the city finds that a customer has violated (or continues to violate) any provision of this chapter or order issued hereunder, or any other cross-connection control standard or requirement, they may petition the superior court of Kitsap County through the city attorney for the issuance of a temporary or permanent injunction, as appropriate. Such injunction shall restrain or compel specific compliance with an order, or other requirement imposed by this chapter on activities of the customer. The city may also seek such other action as is appropriate for legal and/or equitable relief. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a customer.

(2) Civil Penalties. A customer who has violated or continues to violate any provision of this chapter, an order issued hereunder, or any other cross-connection control standard shall be liable to the city for a civil penalty of at least \$1,000 per violation but not more than \$10,000 per violation. Each day upon which a violation occurs or continues shall constitute a separate violation. In the case of noncompliance, penalties shall accrue for each day during the period of such noncompliance. In addition to the penalty amounts assessable above, the director may recover reasonable attorneys' fees, court costs, and other expenses associated with compliance and enforcement activities authorized under this chapter. This shall include recovery of costs for sampling and monitoring, and the cost of any actual damages incurred by the city. The city shall petition the superior court of Kitsap County to impose, assess, and recover such sums. When recommending the amount of civil liability, the public works director shall consider all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the customer's violation, corrective actions by the customer, the compliance history of the customer, and any other factor as justice requires, and shall present this analysis as evidence in support of the recommended penalty. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a customer.

(3) Remedies Nonexclusive. The provisions in this section are not exclusive remedies. The city reserves the right to take any, all, or any combination of these actions concurrently or sequentially against a noncompliant user or to take other actions as warranted by the circumstances.

13.07.120 Indemnification.

The city of Port Orchard will not be held liable for any or all water pressure loss, flow loss, head loss, friction loss, or other costs or damages associated with the use and operation of backflow prevention assemblies including but not limited to interruption of service. For continuous service, it is recommended that at least two assemblies be installed in parallel to prevent total flow loss due to testing and repairs. In cases where the customer has successfully obtained approval from the city for an exception to premises isolation, the customer side of the water meter chamber shall continue to be the beginning of the customer's system and the customer shall retain the associated responsibilities and liabilities described in this chapter. In all cases, the customer shall indemnify and hold harmless the city for all contamination of the customer's system or the city's water distribution system that results from an unprotected or inadequately protected cross-connection within the customer's premises. Under no circumstances shall the city's granting of an exception from premises isolation be construed to mean that the city assumes responsibility or liability for any cross-connection incident on the customer's premises. This indemnification shall pertain to all backflow conditions that may arise from the city's

suspension of water supply, water main breaks, or reduction of water pressure. Any customer violating any of the provisions of this program when said violation results in damage to or impairs the city's water system, including, but not limited to, allowing contamination, pollution, any other substances, or non-potable water to enter the city's water system, shall be liable to the city for all expenses, loss, or damages caused by such violation. Such costs may include, but are not limited to, cleaning, purifying, repairing, or replacement work in the city's water system caused by the violation.



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Agenda Staff Report

Agenda Item No.:	Business Item 7C	Meeting Date:	July 11, 2023
Subject:	Adoption of a Resolution Amending the	Prepared by:	Tony Lang
	Procurement Policy to Increase Delegated		Public Works Director
	Authority for Public Works Change Orders and	Atty Routing No:	366922-0009
	Contract Amendments	Atty Review Date:	July 5, 2023

Summary: Pursuant to the City’s Procurement Policies and Procedures (Resolution No. 042-20, Exhibit A, as amended) at Section 7, all change orders to existing contracts require Council’s approval if the change order:

- (1) exceeds 10% of the legally authorized budget limit for the applicable project; or
- (2) exceeds 10% of the contract amount established by the City Council.

However, the delegated authority is capped at a maximum approval amount of \$50,000 (for Directors) and \$100,000 (for the Mayor). Staff has historically interpreted this provision to aggregate the total of all change orders – for example, for a \$500,000 project, the Mayor may execute one \$50,000 change order but from then on all change orders (regardless of size) must be approved by the Council. This can lead to project delays, as contractors remain in standby status until approval can be obtained from Council. Notably, the Council sometimes elects to cancel its August meeting—during the high construction season—meaning change orders sit idle for over a month.

Staff previously recommended a limited modification to the City’s Procurement Policies to increase the delegated authority to increase the change order authority to respond to an emergency. Due to covid, suggested modifications did not move forward as a proposed amendment to the Policies. At the June 2023 Finance Committee Meeting, Staff proposed modifications to the Procurement Policies to increase delegated authority under certain conditions. By this resolution, staff requests the following modifications to allow for timely resolution of change orders:

- Consistent with the Council’s previous delegation of authority to execute agreements with a value of under \$7,500, allow for additional delegated authority to execute change orders on small (less than \$35,000) agreements where the individual change order does not exceed \$7,500 up to an aggregate cap of \$10,000.
- For contracts with an initial value of \$35,000, modify the 10% cap by re-setting the contract total following all Council-approved change orders.

Recommendation: Staff recommends that the City Council adopt a Resolution modifying the Procurement Policies to increase delegated authority to staff for execution of change orders and contract amendments for Public Works projects.

Relationship to Comprehensive Plan: Chapters 7, 8 and 9

Motion for Consideration: I move to adopt a Resolution amending the City's Procurement Policies pertaining to delegation of authority for Public Works Change Orders and Contract Amendments

Fiscal Impact: This would increase delegated authority within budget authority.

Alternatives: Do not approve and provide further guidance

Attachments: Resolution, Courtesy Copy of Procurement Policies

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING
RESOLUTION NO. 042-20, EXHIBIT A, AS AMENDED, PROCUREMENT POLICIES
AND PROCEDURES, PERTAINING TO CHANGE ORDER AND AMENDMENT
AUTHORITY.**

WHEREAS, staff continues to review and update to the City's Procurement Policies and Procedures, adopted by the City Council via Resolution No. 042-20 and amended by Resolution No. 036-22, as needed; and

WHEREAS, Staff have identified an urgent need to seek an amendment to the policies pertaining to the delegation of signatory authority to staff for change orders and contract amendments for public works projects, which currently require the submission of minor change orders for all contracts—including small contracts—to Council, leading to delay of projects and increased associated costs; and

WHEREAS, the City Council previously authorized a limited waiver of the procurement policies to increase the delegated amount; and

WHEREAS, the City Council finds it in the best interest of the City and its residents to amend the City's Procurement Policies and Procedures to provide an increase in the cap of delegated authority to staff for execution of change orders, while ensuring the responsible use of public funds; 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 amends Resolution No. 042-20, Exhibit A, as amended, to read, in part, as follows:

7.0 Change Orders and Amendments

A. Public Works. Upon recommendation of the department director, and demonstration that a Change Order or contract amendment is necessary and reasonable, the department director is authorized to approve any Change Order or contract amendment as follows:

For all contracts greater than \$35,000, the change order does not exceed the greater of:

1. 10% of the legally authorized budget limit for the applicable project; or
2. 10% of the contract amount established by the City Council, provided for the purposes of this calculation the total contract amount shall be reset

to reflect new Council-approved contract totals authorized prior to the requested change order.

Any individual change order that is between \$50,000 and \$100,000 requires Mayoral approval, per Section 7.0. Any individual change order that is over \$100,000 requires Council approval.

For contracts with an initial budgeted value under \$35,000, all change orders that individually do not exceed \$7,500 and an aggregate cap of \$10,000.

For contracts with an initial unbudgeted value under \$7,500, all change orders that do not exceed an aggregate cap of \$7,500 (excluding the underlying value), provided there are sufficient departmental funds available in the applicable budget. For example: the director may authorize a change order in the amount of \$500 for a contract that had an initial value of \$2,000 without Council action.

B. All Departments. The Mayor is authorized to approve any and all Change Orders and contract amendments that do not exceed either 10% of the legally authorized budget limit for the applicable project or 10% of the contract amount established by the City Council, with a maximum aggregate amount of \$100,000, provided for the purposes of this calculation the contract amount shall be reset to reflect new Council-approved contract totals authorized prior to the requested change order or contract amendment.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 11th day of June 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

7.0 Change Orders and Amendments

A. Public Works. Upon recommendation of the department director, and demonstration that a Change Order or contract amendment is necessary and reasonable, the department director is authorized to approve any ~~and all~~ Change ~~Orders that do not exceed~~ Order or contract amendment as follows:

A. For all contracts greater than \$35,000, the change order does not exceed the greater of:

1. 10% of ~~either~~ the legally authorized budget limit for the applicable project; or ~~either~~
2. 10% of the contract amount established by the City Council, ~~with a maximum approval~~ provided for the purposes of this calculation the total contract amount ~~of~~ shall be reset to reflect new Council-approved contract totals authorized prior to the requested change order.

Any individual change order that is between \$50,000– and \$100,000 requires Mayoral approval, per Section 7.0. Any individual change order that is over \$100,000 requires Council approval.

B. For contracts with an initial budgeted value under \$35,000, all change orders that individually do not exceed \$7,500 and an aggregate cap of \$10,000.

C. For contracts with an initial unbudgeted value under \$7,5000, all change orders that do not exceed an aggregate cap of \$7,500 (excluding the underlying value), provided there are sufficient departmental funds available in the applicable budget. For example: the director may authorize a change order in the amount of \$500 for a contract that had an initial value of \$2,000 without Council action.

~~A-B.~~ All Departments. The Mayor is authorized to approve any and all Change Orders and Contract Amendments that do not exceed either 10% of the legally authorized budget limit for the applicable project or ~~either~~ 10% of the contract amount established by the City Council, with a maximum ~~approval~~ aggregate amount of \$100,000. ~~A completed Change Order form, attached as Exhibit 6, must be filed with,~~ provided for the purposes of this calculation the contract- amount shall be reset to reflect new Council-approved contract totals authorized prior to the requested change order or contract amendment.

Change Orders in Excess of City Council Authorized Budget Appropriations.

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

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

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

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

RESOLUTION NO. 036-22

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING RESOLUTION NO. 042-20, EXHIBIT A, PROCUREMENT POLICIES AND PROCEDURES, PERTAINING TO PROCUREMENT OF NON-ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES.

WHEREAS, Staff is currently undertaking a review and update to the City's Procurement Policies and Procedures, adopted by the City Council via Resolution No. 042-20, with proposed submission to Council to occur in 2022; and

WHEREAS, Staff have identified an urgent need to seek an amendment to the policies pertaining to the procurement of non-Architectural and Engineering Professional Services, which are currently subject to the same procurement parameters as formal bidding for the procurement of public works; and

WHEREAS, existing policy limits staff's ability to consider qualifications when procuring non-Architectural and Engineering Professional Services; and

WHEREAS, the City Council finds it in the best interest of the City and its residents to amend the City's Procurement Policies and Procedures to allow staff to evaluate qualifications, while ensuring the responsible use of public funds; 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 amends Resolution No. 042-20, Exhibit A, to read, in part, as follows:

"Request for Proposal (RFP)" means a process that requests interested firms to submit a statement of their proposal for completing a project. Proposals may be evaluated based upon the suitability, practicality, quality of the proposal and experience and cost, provided. price is usually not the sole evaluation factor (unless required by law). The RFP process provides for the negotiation of all terms, including price, prior to contract award, and may include a provision for the negotiation of best and final offers.

"Request for Qualifications (RFQ)" means a process that requests interested firms to submit a statement of their qualifications for completing a project. Statements may be evaluated based upon the qualifications, suitability, practicality, quality of the proposal and experience and cost, provided price is usually not the sole evaluation factor (unless required by law). The RFQ process provides for the negotiation of all terms, including price, prior to contract award, and may include a provision for the negotiation of best and final offers.

Non-A/E Professional Services

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

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

Local and State:

Estimated cost of \$150,000 and under may solicit statements of qualifications from consultants utilizing the MRSC consultant rosters (where feasible, from three qualified consultants), minimal competition, seek written quotes (where feasible, from three qualified consultants), RFP, RFQ, or formal competitive bidding.

Estimated cost of over \$150,000 may issue an RFP, RFQ, solicit statements of qualifications from consultants utilizing the MRSC consultant rosters (where feasible, from three qualified consultants), or use formal competitive bidding.

Federal:

Estimated cost of \$150,000 and under may use RFP, RFQ, or small purchase procedures. Estimated cost over \$150,000 may use RFP, RFQ, or Sealed/Formal Bids.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 12th day of April 2022.

DocuSigned by:

Robert Putaansuu

F09E68B5D0E74EF...

Robert Putaansuu, Mayor

ATTEST:

DocuSigned by:

Brandy Wallace

58B71243F4CB414...

Brandy Wallace, MMC, City Clerk





CITY OF PORT ORCHARD

Procurement Policies & Procedures

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

Procurement Policies & Procedures

Table of Contents

PURPOSE OF POLICY.....4

DEFINITIONS.....4-6

GENERAL PROVISIONS.....6-7

BUDGET SUFFICIENCY

FINANCING

FEDERAL AND STATE FUNDS

SIGNATURE AUTHORITY

COST

PROCUREMENT OF GOODS AND SERVICES7-8

LOCAL BUSINESS

SOLICITING SPECIFIC BRAND

PURCHASING LIMITATIONS

GENERAL PURCHASES

PUBLIC WORKS

 PUBLIC WORKS PROJECTS AND PREVAILING WAGE LAWS

ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURE, OR SURVEYING SERVICES (A&E)

PERSONAL SERVICES

PURCHASED SERVICES

BID PROCEDURES.....9-11

WRITTEN QUOTES

VENDOR LIST

SMALL WORKS ROSTER

SMALL WORKS BID PROCEDURE

LIMITED PUBLIC WORKS PROCESS

FORMAL COMPETITIVE BID PROCEDURES

EXEMPTIONS TO COMPETITIVE BIDDING.....11-13

SOLE SOURCE PURCHASES

PURCHASES INVOLVING SPECIAL FACILITIES OR MARKET CONDITIONS

PURCHASES IN THE EVENT OF AN EMERGENCY

INTERLOCAL AGREEMENTS

COOPERATIVE PURCHASING (PIGGYBACKING)

US COMMUNITIES SHARED PURCHASING

TELECOMMUNICATIONS SYSTEMS/SERVICES

CHANGE ORDERS13

PURCHASE ORDERS.....14

CONFLICTS OF INTEREST14

EXHIBITS.....15-20
BUDGET ADJUSTMENT REQUEST
WASHINGTON STATE PREVAILING WAGE LAW
PURCHASE QUOTATION SHEET
SOLE SOURCE VENDOR STATEMENT
PURCHASES THROUGH INTERLOCAL AGREEMENT CHECKLIST
CHANGE ORDER
PURCHASE ORDER

1.0 Purpose of the Policy

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

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

2.0 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Request for Proposal (RFP)" means a process that requests interested firms to submit a statement of their proposal for completing a project. Proposals may be evaluated based upon the suitability, practicality, quality of the proposal and experience and cost, provided. price is usually not the sole evaluation factor (unless required by law). The RFP process provides for the negotiation of all terms, including price, prior to contract award, and may include a provision for the negotiation of best and final offers.

"Request for Qualifications (RFQ)" means a process that requests interested firms to submit a statement of their qualifications for completing a project. Statements may be evaluated based upon the qualifications, suitability, practicality, quality of the proposal and experience and cost, provided price is usually not the sole evaluation factor (unless required by law). The RFQ process provides for the negotiation of all terms, including price, prior to contract award, and may include a provision for the negotiation of best and final offers.

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

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

3.0 General Provisions

Budget Sufficiency

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

Financing

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

Federal or State Funds

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

and regulations, provided that the procurements conform to applicable Federal law and the standards outlined in §200.318.

Breaking Down or Bid Splitting Purchases Prohibited

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

Signature Authority

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

Purchase Cost

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

4.0 Procurement of Goods and Services

Local Business

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

Soliciting a Specific Brand

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

Contracting and Purchasing Limitations

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

Purchasing

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

Local and State:

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

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

Federal:

\$3,500 and under, micro purchase procedures (not competitive, distributed equitably)
\$3,501 - \$150,000, small purchase procedures (price or rate quotations)
Over \$150,000, Sealed/Formal Bids

Public Works

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

Local and State:

Over \$350,000, must use formal competitive bidding.
\$75,500 and over (single craft) or \$116,155 and over (multiple craft), up to \$350,000, may use a small public works roster, or formal competitive bidding.
Under \$75,500 (single craft) or \$116,155 (multiple craft), may use the above methods or day labor, informal competition, or may obtain three telephonic, electronic or written quotations.
Under \$50,000, may use the above methods or limited public works process
Under \$10,000, may use the above methods or may obtain a single telephonic, electronic or written quotation.

Federal:

\$150,000 and under, small purchase procedures (price or rate quotations)
Over \$150,000, Sealed/Formal Bids

Public Works Projects and Prevailing Wage Laws

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

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

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

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

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

Local and State:

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

Federal:

Over \$150,000, Competitive Proposals

Non-A/E Professional Services

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

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

Local and State:

Estimated cost of \$150,000 and under may solicit statements of qualifications from consultants utilizing the MRSC consultant rosters (where feasible, from three qualified consultants), minimal competition, seek written quotes (where feasible, from three qualified consultants), RFP, RFQ, or formal competitive bidding.

Estimated cost of over \$150,000 may issue an RFP, RFQ, solicit statements of qualifications from consultants utilizing the MRSC consultant rosters (where feasible, from three qualified consultants), or use formal competitive bidding.

Federal:

Estimated cost of \$150,000 and under may use RFP, RFQ, or small purchase procedures.

Estimated cost over \$150,000 may use RFP, RFQ, or Sealed/Formal Bids.

Purchased Services

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

Local and State:

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

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

Federal:

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

Over \$150,000, Sealed/Formal Bids

5.0 Bid Procedures**Written Quotes**

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

Vendor List

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

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

Small Works Roster**Local and State:**

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

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

Federal:

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

Small Works Bid Procedure**1. Invitations for Quotations.**

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

2. Number of contractors invited.

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

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

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

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

Limited Public Works Process (RCW 39.04.155(3))

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

1. Invitations for Quotations.

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

2. Number of contractors invited.

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

3. Notification of Award.

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

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

Formal Competitive Bid Procedures

1. Publication of Notice.

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

2. Notice Contents.

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

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

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

3. Acceptance of Bids.

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

4. Bid Opening.

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

5. Report on Bids.

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

6. Bid Award.

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

7. Rejection of Bids.

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

The following shall apply to bid solicitations:

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

6.0 Exemptions to Competitive Bidding

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

Sole Source Purchases

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

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

Purchases involving special facilities or market conditions

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

Purchases in the event of an emergency

If an emergency situation has been declared, the Mayor may waive competitive bidding requirements and the City may award all necessary contracts to purchase goods, materials, or services to address the emergency situation. Purchase order(s) must be properly documented as pertaining to an emergency as soon as possible following the event. If a contract is awarded without competitive bidding due to a declared emergency, the City Council must

adopt a resolution certifying the emergency situation existed no later than two weeks following the award of the contract.

Intergovernmental Purchases and Piggybacking

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

Telecommunication Systems/Services

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

7.0 Change Orders

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

Change Orders in Excess of City Council Authorized Budget Appropriations.

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

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

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

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

8.0 Purchase Orders

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

9.0 Conflicts of Interest

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

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

EXHIBITS

Budget Adjustment Request

Exhibit 1

CITY OF PORT ORCHARD
CURRENT YEAR
BUDGET ADJUSTMENT REQUEST

To: City Treasurer

Date: _____

Please transfer the following revenues and/or appropriations:

Decrease (from)			Increase (to)		
category	acct. number	amount	category	acct. number	amount
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$

Reason: _____

Requested By: _____
(Department Director)

1. To: City Treasurer

Comments: _____

_____ Approved

_____ Not Approved

Signature _____

2. To: Mayor

Date: _____

Comments: _____

_____ Approved

_____ Not Approved

Signature _____

3. To: Finance Department

Date: _____

Adjustment Recorded: AJ# _____

Date: _____

Prepared By: _____

Approved By: _____

Washington State Prevailing Wage Law

CITY OF PORT ORCHARD
WASHINGTON STATE PREVAILING WAGE LAW

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

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

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

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

The Prevailing Wages on Public Works Act

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

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

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

What Is Public Work?

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

What Is Prevailing Wage?

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

Awarding Agencies Responsibilities

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

Purchase Quotation SheetCITY OF PORT ORCHARD
PURCHASE QUOTATION SHEET

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

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

Sole Source Vendor Statement

CITY OF PORT ORCHARD
SOLE SOURCE VENDOR STATEMENT

Date:

To: City Clerk’s Office to file with contract

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

To Whom It May Concern:

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

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

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

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

Item Description:

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

Signed Department Director or Designee

Purchases through Interlocal Agreements

CITY OF PORT ORCHARD

PURCHASES THROUGH INTERLOCAL AGREEMENTS**City Contract No.:** _____**Interlocal Agreement with** (government agency or Purchasing Co-Op name): _____**Item Description:** _____

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

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

State OSP Contract No. #: _____

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

Is this a technology contract?

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

Is this a services contract?

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

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

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

Checklist for Required Compliance

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

Change Order Form

CITY OF PORT ORCHARD
Authorization for Change Order No. _____

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

Brief Description of Change Order work:

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

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

_____ Contractor Approval Signature	_____ Public Works Director/City Engineer
_____ Printed Name & Title	_____ Printed Name

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

Approved: _____
Mayor

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

Attest: _____
City Clerk

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

Council Approval Date

Purchase Order Form

CITY OF PORT ORCHARD
PURCHASE ORDER

P.O. No. _____
Date: _____

Bill To:

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

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

Ordered By:

Authorized Signature:

	City Clerk or Authorized Representative Signature
--	---

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



Agenda Staff Report

Agenda Item No.:	Business Item 7D	Meeting Date:	July 11, 2023
Subject:	Approval of Amendment No. 5 to	Prepared by:	Tony Lang
	Contract 048-20 with Consor North		Public Works Director
	America, Inc. for Well No. 11 Site	Atty Routing No.:	366922-0009
	Improvement Project	Atty Review Date:	July 5, 2023

Summary: The City is currently undertaking the McCormick Woods Well No. 11 Site Improvement Project to make improvements to needed utility infrastructure (the “Project”). On May 26, 2020, following a procurement process that complied with state and federal law and the City’s procurement policies, the City Council approved Contract No. C048-20 with engineering and consulting firm Consor North America, Inc., formerly Murraysmith, Inc. (the “Consultant”) for the Project (the “Agreement”). The Project was identified as a priority task for the Public Works Department, utilizing a phased approach. On November 25, 2020, July 27, 2021, September 1, 2021, and November 17, 2022, respectively, Amendments 1, 2, 3 and 4 were approved, ultimately extending the Agreement’s termination date to December 31, 2024, and increasing the Agreement’s Time and Materials Not to Exceed total to \$723,406. Staff has determined that continued engineering services are required through construction to support the continuation of the Project. The City and the Consultant have conferred and agreed to an increased fee for the necessary continued work. As amended by this proposed Amendment No. 5, the “Not to Exceed” amount of the Agreement will be increased by \$291,100 to a new total of \$1,014,506, inclusive of all work performed and compensated to date. The 2023-2024 Budget includes funding for the continuation of service.

Recommendation: Staff recommends the Council authorize the Mayor to execute Amendment No. 5 to Contract No. C048-20 with Consor North America, Inc. for the McCormick Woods Well No. 11 Site Improvement Project increasing the contract amount by \$291,100, for a total amended contract amount of \$1,014,506.

Relationship to Comprehensive Plan: Chapter 7: Utilities

Motion for Consideration: I move to authorize the Mayor to execute Amendment No. 5 to Contract No. C048-20 with Consor North America, Inc. for the McCormick Woods Well No. 11 Site Improvement Project.

Fiscal Impact: The 2023-2024 Biennial Budget includes funding for the Project. Budgeted under GL Code 413.05.594.34.60.

Alternative: Do not approve and provide alternative guidance.

Attachments: Amendment No. 5, Amendment Authorization, Exhibit A & B (revised), Courtesy Copy of Agreement 048-20

CITY OF PORT ORCHARD

Authorization for Amendment No. 5

Date: July 11, 2023 **Contractor:** Consor North America, Inc
Project: McCormick Woods Well No. 11 600 University Street, Suite 300
Site Improvement Project Seattle, WA 98101
Contract / Job # C048-20

THIS CHANGE ORDER AUTHORIZES THE FOLLOWING CHANGES TO THE AGREEMENT:

Section 4 Compensation of the Agreement is hereby amended to read as follows:

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$1,014,506, inclusive of all amounts paid prior to the execution of Amendment No. 5 to this Agreement, without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit B (as revised)

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.

The amendment provides engineering services during construction for the McCormick Woods Well 11 Site Improvements Project.

Contract History					
	Amount	Sales Tax	Total	Date	Appvd by
Original Contract	\$94,673.00	\$0.00	\$94,673.00	26-May-20	Council
Amendment 1	\$0.00	\$0.00	\$0.00	25-Nov-20	PW Director
Amendment 2	\$628,733.00	\$0.00	\$628,733.00	27-Jul-21	Council
Amendment 3	\$0.00	\$0.00	\$0.00	01-Sep-21	PW Director
Amendment 4	\$0.00	\$0.00	\$0.00	17-Nov-22	PW Director
Amendment 5	\$291,100.00	\$0.00	\$291,100.00	11-Jul-23	Council
Total Contract	\$1,014,506.00	\$0.00	\$1,014,506.00		

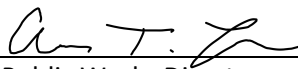
I have reviewed the Amendment information above and certify that to the best of my knowledge descriptions and costs are true and accurate.



Contractor Approval Signature

Erika Schuyler, PE, PMP; Vice President

Printed Name & Title



Public Works Director

Tony Lang

Printed Name

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

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

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

Approved: _____

Mayor

Attest: _____

City Clerk

Council Approval Date

Amendment No. 5 to Contract No. C048-20

**CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT WITH
*Conсор North America, Inc***

THIS AMENDMENT No. 5 to Contract No. C048-20 ("Amendment") is entered into between the City of Port Orchard, a Washington municipal corporation ("City" or "Port Orchard") and Conсор North America, Inc, an Oregon corporation ("Consultant"). City and Consultant are each a "Party" and together "Parties" to this Amendment.

RECITALS:

WHEREAS, on the May 26, 2020, the City executed a Professional Services Agreement for Well 11 Site Improvements ("Underlying Agreement"); and

WHEREAS, on November 25, 2020, July 27, 2021, September 1, 2021, and November 17, 2022 respectively, Amendments 1, 2, 3 and 4 were approved, extending the Underlying Agreement's termination date to December 31, 2024, and increasing the Agreement Time and Materials Not to Exceed to \$723,406; and

WHEREAS, continued engineering services through construction of the McCormick Woods Well 11 Site Improvements are required by the City, as described in Exhibit A attached hereto, that will exceed the current value of the Underlying Agreement; and

WHEREAS, the Consultant and the City have conferred and agreed to increase the "Time and Materials Not to Exceed" amount, Section 4 (Compensation), of the agreement, as amended, from \$723,406 to \$1,014,506 in anticipation of the additional work; and

WHEREAS, the parties wish to memorialize their agreement and so modify the Underlying Agreement;

NOW, THEREFORE, in consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

FIFTH AMENDMENT TO AGREEMENT:

1. **Amendment.**
 - a. Section 4 Compensation of the Agreement is hereby amended to read as follows:
TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$1,014,506, inclusive of all amounts paid prior to the execution of Amendment No. 5 to this Agreement, without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit B (as revised).

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

3. **Entire Agreement.** The written provisions and terms of this Amendment 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 Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

4. **Effective date.** This Amendment shall be effective as of July 11, 2023.

DATED this 11th day of July, 2023.

CITY OF PORT ORCHARD, WASHINGTON

Robert Putaansuu, Mayor

ATTEST/AUTHENTICATED:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

CONSULTANT



Signature

Erika Schuyler, PE, PMP; Vice President
Printed Name and Title

EXHIBIT A

SCOPE OF SERVICES

McCORMICK WOODS WELL 11 SITE IMPROVEMENTS ENGINEERING SERVICES DURING CONSTRUCTION (ESDC) CITY OF PORT ORCHARD

Background

This Scope of Services includes engineering services during construction (ESDC) for the City of Port Orchard's (City) McCormick Woods Well 11 Improvements project, which was designed by Consor North America, Inc. (Conсор). The scope and fee estimate have been developed based on Consor's understanding of the project needs.

Consor services are expected to commence in July 2023. ESDC as part of this contract are expected to be completed by July 2024.

Scope of Services

The Scope of Services consists of the following major tasks.

- Task 1 – Project Management and Coordination
- Task 2 – Engineering Services During Construction
- Task 3 – Contingency

A detailed breakdown of the tasks and subtasks that comprise the Scope of Services follows and aligns with the tasks included in the Fee Estimate (**Exhibit B**).

Task 1 – Project Management and Coordination

Provide team guidance aligned with City objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for providing the engineering support service activities included in this contract.

Subtask 1.1 Coordination with City

Coordinate with City staff regarding construction work activities, project needs and issues through e-mails and phone calls.

Subtask 1.2 Invoices and Budget Oversight

Prepare invoice and monthly progress reports that include work completed, costs incurred, budget status, amendments, variances between planned and actual performance, tasks issues, approved out of scope items and associated costs, and issues that may result in an increase in the total Consor contract price.

Subtask 1.3 Pre-Construction Meeting

Attend the Pre-Construction Meeting with up to four (4) consultant team members in attendance. Provide input on meeting notes following the meeting.

Assumptions

- Coordinate with the City via phone for up to ten (10), 30-minute coordination calls
- Contractor's schedule governs the work performed
- Anticipated construction notice-to-proceed is July 2023
- Up to twelve (12) months of invoicing and progress reporting are included
- Two (2) consultant staff members to attend Pre-Construction Meeting
- Pre-Construction Meeting will be up to six (6) hours in duration, including travel

Deliverables

- Monthly invoice with project status reports
- Correspondence, e-mails, and other documentation
- Pre-Construction Meeting Notes Review and Input

Task 2 – Engineering Services During Construction (ESDC)

Work under this task includes engineering services to support the construction phase of the project.

Subtask 2.1 Construction Meetings

Attend up to ten (10) virtual construction meetings when requested by the City's Construction Management (CM) Representative.

Subtask 2.2 Design Modifications

Provide up to four (4) design modifications and accompanying plan changes to support required field modifications to maintain design intent and functionality.

Subtask 2.3 Submittal Reviews

Review and comment on up to one hundred-twenty (120) total submittals, shop drawings, and other technical submittals from the Contractor for general conformance with the requirements of the Contract Documents.

Subtask 2.4 Requests for Information

Prepare responses for up to fifty (50) Contractor requests for information (RFIs).

Subtask 2.5 Change Order Review

Provide review of up to four (4) Contractor proposed change orders.

Subtask 2.6 Construction Observation Site Visits

Attend up to ten (10) construction observation site visits.

Subtask 2.7 Review of Operations and Maintenance (O&M) Manuals

Review equipment O&M Manuals.

Subtask 2.8 Commissioning Site Visit

Attend one (1) commissioning site visit with City operations staff.

Subtask 2.9 Record Drawings

Prepare record drawings based on Contractor and field inspector markups.

Subtask 2.10 Construction Special Inspections

Provide materials testing and special inspections during construction.

Assumptions

- Meetings will be attended virtually by up to two (2) Consultant team members and will be up to one (1) hour in duration
- Meeting notes will be produced by the City's CM Representative
- An average design modification is anticipated to require up to four (4) hours of effort for the project engineer, with up to two hours of review for QA/QC
- Not all submittals will require Consor review; submittals will be sent to Consor by the City's CM Representative when design engineer input is desired
- An average of four (4) hours of review time is assumed per submittal (three hours for first round review, and one hour for resubmittal review). Up to one re-submittal is anticipated per submittal. Submittals requiring more than one resubmittal review require additional effort beyond this scope of services and will require additional budget.
- Submittal review comments will be submitted to the City's CM Representative.
- Not all RFIs will require Consor input; RFIs will be sent to Consor by the City's CM Representative when design engineer input is desired.
- An average of two (2) hours will be required to respond to each RFI
- RFI responses will be submitted to the City's CM Representative.
- Not all change orders will require Consor input; change orders will be sent to Consor by the City's CM Representative when design engineer input is desired.
- An average of four (4) hours will be required per change order review
- Change order review comments will be submitted to the City's CM Representative
- Each site visit will be up to four (4) hours in duration, including travel time

- Site visit observation report will be developed in Word or similar format and will be submitted to the City's CM Representative.
- O&M Manual review will take up to forty-eight (48) hours in duration
- Commissioning site visit will take up to twelve (12) hours in duration, including travel time, and does not include any commissioning services
- Record drawing markups will be provided to Consor by the City in a single, consolidated set. Record drawings will be prepared in AutoCAD format using the latest version of Civil 3D.
- Special inspections and material testing will include the following:

Foundation & Slab Subgrade Compaction / VSI
 Utility Trench Compaction
 Site Subgrade & Rock Course Compaction- all paved areas and
 Proof Rolls
 Asphalt Paving includes ROW work
 Sample Pickup if Required (Allowance)
 Footings
 Stemwalls and CIP Walls
 Interior Slab on Grade and Pads
 Structural Masonry & Brick Veneer Anchorage
 Structural Wood Framing - Seismic Resistant Construction
 Epoxy & Expansion Anchors Allowance

 Moisture Density Relationship/Proctor with Sieve
 Rice Density
 Concrete Compression Test Cylinders - 4" x 8" - Sets of 5
 Masonry Prism Compression Test

Deliverables

- Design modifications, stamped by a Professional Engineer licensed in the state of Washington
- Submittal reviews
- RFI responses
- Change order reviews
- Site visit observation report documenting conditions, activities, and summary of discussions and any issues noted.
- As-built plan markups
- O&M Manuals review
- Commissioning site visit report
- Record drawings

- Inspection and testing reports

Task 3 – Contingency

Project contingency includes budget for additional, unanticipated labor and/or expenses not specifically identified in the scope of services defined above. Such work items will be undertaken only after written authorization has been provided by the City's Project Manager.

Assumptions

To be determined.

Deliverables

To be determined.

Proposed Schedule

Work will begin upon receipt of a signed contract and notice to proceed, or other agreeable written authorization. The project duration is based on the contractor's schedule and an anticipated completion date twelve (12) months from notice to proceed is assumed.

Fee Estimate

The detailed fee estimate is provided as **Exhibit B**.

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Subconsultants, when required by the Consultant, will be at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following.

Computer Aided Design and Drafting	\$18.00/hour
GIS and Hydraulic Modeling	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost



civil & structural
engineering & planning

May 01, 2023

Conсор

Erika Schuyler, PE, PMP, Vice President

600 University Street, Suite 300

Seattle, WA 98101

206.462.7030

erika.schuyler@consoreng.com

Project

City of Port Orchard Well 11 Facility Improvements

Port Orchard, WA 98378

Scope of Work

CG Engineering provided the structural engineering design of a single-story CMU building with a light framed roof. The proposed building will house pumps, a filtration system, mechanical and electrical equipment, and chemical storage.

For this scope of work, CG Engineering will provide construction support related to the structural engineering documents. We anticipate this effort to include the review of shop drawings and submittals (such as rebar drawings), substitution requests, instruction and interpretation of the drawings, periodic site visits, and responses to contractor's questions & RFI's. At the end of construction, we will prepare as-built drawings based on red-lines from the contractor. We have included participation in the preconstruction meeting, attendance at up to (5) virtual construction meetings, and up to (3) site visit during construction.

Structural CA Fee = \$16,320.00 (NTE)

2023 Schedule of Charges

<u>Personnel Charges</u>	<u>Hourly Rate</u>
Managing Principal	\$250.00
Principal	\$230.00
Associate Principal	\$205.00
Project Manager	\$185.00
Structural Engineer III	\$155.00
Structural Engineer II	\$135.00
Structural Engineer I	\$115.00
Civil Engineer III	\$155.00
Civil Engineer II	\$135.00
Civil Engineer I	\$115.00
Planner	\$145.00
CAD Drafter III	\$120.00
CAD Drafter II	\$105.00
CAD Drafter I	\$90.00
Clerical	\$90.00

Rates are subject to change on a yearly basis.

**CITY OF PORT ORCHARD WELL 11 IMPROVEMENTS
STRUCTURAL ENGINEERING CA
LEVEL OF EFFORT
CG ENGINEERING**

TASK	LABOR CLASSIFICATION (HOURS)						ESTIMATED FEES
	Principal	SE III	SE II	CAD Drafter II	Clerical	Total Hours	Total Cost
	\$230	\$155	\$135	\$105	\$90		
Construction Support							
Preconstruction Meeting / Site Visits (Assume 3)	4	16				20	\$3,400.00
Virtual Construction Meetings (Assume 5)	6	6				12	\$2,310.00
Submittal Review (Assume 6)	1	2	18			21	\$2,970.00
Response to RFI's (Assume 6)	1	2	12			15	\$2,160.00
Clarification Sketches (Assume 2)	1	2	4	6		13	\$1,710.00
Structural Observation Reports (Assume 3)	1	2	6			9	\$1,350.00
Preparation of Record Drawings	2	2	6	8		18	\$2,420.00
TOTAL ANTICIPATED CA EFFORT	16	32	46	14	0	108	\$16,320.00

PROJECT NO. :
DATE : May 4, 2023
PREPARED BY: T.Collison

CLIENT: Consor
PROJECT: Port Orchard PS CA

[illegible]

Erika Schuyler, P.E.
Conсор
600 University Street – Suite #300
Seattle, WA 98101

May 4, 2023

Subject: City of Port Orchard – Well #11 – E, I&C CA - Rev 1.0 – 21.55.01

Dear Ms. Schuyler,

Industrial Systems, Inc. is pleased to provide you with the following proposal for Electrical and Control System Design Services. As always, we look forward to working with you on this project.

Summary:

Conсор and Industrial Systems recently completed design of a reservoir, well and booster pump station for the City of Port Orchard, WA. This project was initially scoped a little over two years ago and was expected to be completed in short order but was for various reasons delayed repeatedly. The project scope underwent many changes during design and was finally issued for bid within the past month.

Our scope in 2021 included a nominal scope and fee for services during construction; however, those services were struck from the Task Order issued at that time. We have now been asked to provide more involved scope that provides a significant amount of time onsite and ongoing participation in construction coordination in addition to the traditional submittal reviews and RFI responses.

This proposed scope of services is to provide the electrical, instrumentation and control design construction services for the subject project as requested last week via email.

Scope of Work:

1. Provide construction services for the subject project. This includes submittal reviews and RFI responses but does not include reissuance of any design components to accommodate changes to the project.
2. Participate in an onsite pre-construction coordination meeting
3. Participate in occasional site visits to observe progress and workmanship with an eye toward contract document compliance.
4. Participate in ongoing virtual coordination meetings as defined herein.
5. Provide project closeout assistance with updating drawings to include contractor marks and review of submitted O&M Manuals.

Deliverables:

1. Submittal Reviews of electrical and instrumentation related components.
 - a. No more than 2 reviews for any one product
2. Respond to RFIs (3 ea.)
3. Attend in-person preconstruction meeting.
4. Participate in up to 3 in-person site visits during construction.
 - a. Site visits are anticipated to provide approximately 4 hours on site for each.
5. Participate in periodic virtual construction progress and coordination meetings. (5 ea.)
6. Prepare Record Drawings
 - a. Based on contractor marks
7. Review and comment on O&M Manual

Assumptions:

1. A mutually agreeable schedule will be negotiated for completion of this work.
2. Where end user contract with Consor requires insurance beyond the current certificate Industrial Systems has on file with Consor, Consor will notify us of additional requirements prior to submitting an estimated fee.

Exclusions:

1. PLC and SCADA programming.
2. Photometric calculations and plan drawings.
3. Permitting assistance.
4. Utility coordination.
5. Deliverables not defined herein.
6. Services not specifically listed herein.
7. Site visits other than listed above.

May 4, 2023

P20.28: City of Port Orchard – Well #11 – E, I&C CA - Rev 1.0

21.55.01

Page 3 of 4

Fee Proposal:

Industrial Systems, Inc. proposes to provide the services and materials listed above on a T&M – basis. The fees shall be as listed in the summary below and include an estimate for Travel & Expenses.

Estimated Cost..... \$ 30,060.00

Terms shall be as stated in the November 22, 2022, Master Services Subconsultant Agreement No. W22064068 between Consor and Industrial Systems, Inc.

For the purpose of time and material work and any hourly work agreed to beyond this scope, the enclosed billing rates shall be considered as our standard rates. Our standard rates shall be subject to annual revision.

Multi-year projects are subject to annual rate increases and contract amount escalations of up to 5% per year.

Please feel free to call with any questions that you might have. Again, we look forward to working with you on this project.

Minh Q. Huynh

5/4/2023

Minh Q. Huynh

Date

Enclosures: Rate Schedule & Estimated Hours



12119 NE 99th Street
 Suite #2090
 Vancouver, WA 98682
 Phone: (360) 718-7267 Fax: (360) 952-8958
 Email: is@is-inc.com

2023 RATE SCHEDULE

PRINCIPAL.....	\$210 /HR
PROJECT MANAGER	\$190 /HR
SENIOR DESIGN/PROGRAMMING STAFF	\$168 /HR
DESIGN / PROGRAMMING STAFF	\$156 /HR
JUNIOR DESIGN/PROGRAMMING STAFF	\$128 /HR
TECHNICIAN	\$112 /HR
DRAFTING	\$84 /HR
CLERICAL.....	\$67 /HR

MILEAGE AND OTHER EXPENSES.....COST PLUS 20%
 (The 2023 IRS allowable mileage rate is assumed to be \$0.655/mile)

Expires: 12/31/23 - Subject to revision after this date



Date: **May 22, 2023**

Client Name: **Conzor**

Address: **600 University Street, Suite #300, Seattle, WA 98101**

Email: Erika.Schuyler@consoreng.com

ENG. **CG**

Contact: **Erika Schuyler, PE, PMP**

Phone: **m: +1.206.354.7353**

Geotech of Record: **NA**

Based on Plans Dated: **Mar 01, 2023**

Project: Name / **City of Port Orchard Well 11-5171 St.Andrews Drive, Port Orchard, WA 98367**

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project. Combined with our past experience with projects of similar size and scope, we estimate the total cost of our services for this project to be:

Special & Construction Inspection					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
IPDS	Foundation & Slab Subgrade Compaction / VSI	Hour	24	\$ 80.00	\$ 1,920.00
IPDS	Utility Trench Compaction	Hour	18	\$ 80.00	\$ 1,440.00
	Site Subgrade & Rock Course Compaction- all paved areas and	Hour	14	\$ 80.00	\$ 1,120.00
IPDS	Proof Rolls				
IPDA	Asphalt Paving includes ROW work	Hour	18	\$ 80.00	\$ 1,440.00
SAMPU	Sample Pickup if Required (Allowance)	Hour	1	\$ 80.00	\$ 80.00
RC	Footings	Hour	18	\$ 85.00	\$ 1,530.00
RC	Stemwalls and CIP Walls	Hour	24	\$ 85.00	\$ 2,040.00
RC	Interior Slab on Grade and Pads	Hour	15	\$ 85.00	\$ 1,275.00
SM	Structural Masonry & Brick Veneer Anchorage	Hour	60	\$ 85.00	\$ 5,100.00
SWD	Structural Wood Framing - Seismic Resistant Construction	Hour	12	\$ 95.00	\$ 1,140.00
PA	Epoxy & Expansion Anchors Allowance	Hour	12	\$ 85.00	\$ 1,020.00
Subtotal - Special & Construction Inspection:					\$ 18,105.00
Laboratory Testing					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
PROC	Moisture Density Relationship/Proctor with Sieve	Each	2	\$ 320.00	\$ 640.00
RICE	Rice Density	Each	3	\$ 100.00	\$ 300.00
CONC	Concrete Compression Test Cylinders - 4" x 8" - Sets of 5	Each	55	\$ 30.00	\$ 1,650.00
PRISM	Masonry Prism Compression Test	Each	3	\$ 105.00	\$ 315.00
Subtotal - Laboratory Testing:					\$ 2,905.00
Project Management & Consulting Services					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
PM - STR	Project Management	Hour	11	\$ 95.00	\$ 1,045.00
Subtotal - Project Management & Consulting Services:					\$ 1,045.00
Budget Estimate for Services - Total:					\$ 22,055.00

• Soils inspection and testing services are proposed to measure compliance with project documents, including drawings, specifications and the recommendation of the soils report. In the event that a test or tests fail to meet the soils report's recommendations or if project conditions differ from approved project documents, it shall be referred to the Geotechnical Engineer of Record for resolution.

• Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.

• All services will be provided on a time and materials basis. The total is an estimate and the actual construction cost will be based on the project schedule and sequencing. The estimate is not a guaranteed price. A four hour minimum charge applies to all work performed, billing is also based on a portal to portal basis. A premium rate of 1.5 times the regular rate will be charge for overtime and 2 times the regular charge for Sunday's and holidays.

• MTC will utilize the laboratory based closest to the project site. MTC offers additional services upon request which will be billed at our regular fee schedule. Acceptance of this proposal will constitute agreement to MTC standard general terms and conditions.



Date: **May 22, 2023**

Client Name: **Conzor**

Address: **600 University Street, Suite #300, Seattle, WA 98101**

Email: Erika.Schuyler@consoreng.com

ENG. **CG**

Project: Name / **City of Port Orchard Well 11-5171 St.Andrews Drive, Port Orchard, WA 98367**

Contact: **Erika Schuyler, PE, PMP**

Phone: **m: +1.206.354.7353**

Geotech of Record: **NA**

Based on Plans Dated: **Mar 01, 2023**

- Invoices are due and payable upon receipt. Any invoice not paid within thirty (30) days of the date rendered may be assessed a finance charge of one-and-one-half (1½%) percent per month, for each month beyond thirty (30) days past due. Invoices not paid within sixty (60) days of the date rendered may result in MTC stopping work until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred to an independent company for collection. Client will be responsible for all expenses incurred by MTC for the collection of any unpaid invoice(s), including collection fees, actual attorneys' fees, and costs for legal counsel as stated in RCW 19.16.250.21. Furthermore, Client acknowledges that MTC may elect to withhold a Final Letter of Compliance for the project, and/or place a lien on any real property until all outstanding invoices and/or fees have been paid in full.

- As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.

- In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Deane Ramsdell

Deane Ramsdell

360-508-6336

DHR@mtc-inc.net

Client Authorized Signature

Printed Name & Title

Date

McCORMICK WOODS WELL 11 SITE IMPROVEMENTS - ENGINEERING SERVICES DURING CONSTRUCTION
CITY OF PORT ORCHARD
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)								Labor	Subconsultants			Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	GIS Units \$10/hr	Total
	Principal Engineer VI	Principal Engineer IV	Professional Engineer IX	Engineering Designer II	Construction Manager V	Engineering Designer VI	Administrative III	Hours		CG Engineering	Industrial Systems	MTC						
Task 1 - Project Management and Coordination																		
Task 1.1 - Coordination with City		12	4					16	\$	4,535			1.1	\$	-	\$	-	\$ 4,535
Task 1.2 - Invoices and Budget Oversight		6	6				14	26	\$	5,166			1.1	\$	-	\$	-	\$ 5,166
Task 1.3 - Pre-Construction Meeting			8		8			16	\$	3,788			1.1	\$	-	\$	300	\$ 4,088
Task 1 Subtotal	0	18	18	0	8	0	14	58	\$	13,489	\$	-	\$	-	\$	-	\$	13,789
Task 2 - Engineering Services During Construction (ESDC)																		
Task 2.1 - Construction Meetings			5		5			10	\$	2,368	\$	5,730		1.1	\$	13,693	\$	16,061
Task 2.2 - Design Modifications	8		16			8		32	\$	8,225	\$	1,730		1.1	\$	1,881	\$	10,250
Task 2.3 - Submittal Reviews			200	200	80			480	\$	103,074	\$	2,970		1.1	\$	7,553	\$	110,627
Task 2.4 - Requests for Information			40	40	20			100	\$	21,505	\$	2,160		1.1	\$	5,330	\$	26,834
Task 2.5 - Change Order Review			8	8				16	\$	3,788				1.1	\$	-	\$	3,788
Task 2.6 - Construction Observation Site Visits			10		30			40	\$	9,184	\$	1,350		1.1	\$	13,168	\$	23,602
Task 2.7 - Review of Operations and Maintenance (O&M) Manuals				40				48	\$	9,020	\$	2,905		1.1	\$	3,196	\$	12,216
Task 2.8 - Commissioning Site Visit			12					12	\$	3,014				1.1	\$	-	\$	3,184
Task 2.9 - Record Drawings			4	12	12	60		88	\$	16,323	\$	2,420		1.1	\$	6,197	\$	25,600
Task 2.10 - Construction Special Inspections				4				4	\$	890				1.1	\$	24,761	\$	25,150
Task 2 Subtotal	8	0	303	292	159	68	0	830	\$	179,389	\$	16,320	\$	30,059	\$	22,055	\$	257,311
Task 3 - Contingency																		
Task 3.1 - Contingency								0	\$	-				1.1	\$	-	\$	20,000
Task 3 Subtotal	0	0	0	0	0	0	0	0	\$	-	\$	-	\$	-	\$	-	\$	20,000
TOTAL - ALL TASKS	8	18	321	292	167	68	14	888	\$	192,878	\$	16,320	\$	30,059	\$	22,055	\$	291,100

CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 26th day of May 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, **Murraysmith, Inc.** a corporation, organized under the laws of the State of Oregon, doing business at:

600 University Street, Suite 300
Seattle, WA 98101

(hereinafter the "CONSULTANT")

Contact: Erika Schuyler, PE, PMP
Principal Engineer

Phone: 206.462.7030

for professional services in connection with the following Project:

2020-2021 McCormick Woods Well No.11 Phase I - Site Improvement (Schematic 30%) 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 "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

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

2. Schedule of Work.

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

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

City of Port Orchard and Murraysmith, Inc.

Professional Service Agreement Contract No. C048-20

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Rev 7/18/2019

1 of 10

3. **Terms.** This Agreement shall commence on May 26, 2020 ("Commencement Date") and shall terminate December 31, 2020 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 \$ _____.

☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$94,673.00 without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

☐ TIME AND MATERIALS. Compensation for these services shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."

☐ OTHER. _____

5. **Payment.**

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

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

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

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

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

6. **Discrimination and Compliance with Laws**

City of Port Orchard and Murraysmith, Inc.

Professional Service Agreement Contract No.C048-20

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Rev 7/18/2019

2 of 10

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

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

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

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

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

8. Suspension and Termination of Agreement

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

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

C. Rights Upon Termination.

1. With or Without Cause. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation for

City of Port Orchard and Murraysmith, Inc.

Professional Service Agreement Contract No.C048-20

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Rev 7/18/2019

3 of 10

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,

City of Port Orchard and Murraysmith, Inc.

Professional Service Agreement Contract No.C048-20

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Rev 7/18/2019

4 of 10

inadvertent or otherwise. The Consultant is permitted to disclose any such information only to the extent required by law, subpoena or other court order.

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

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

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

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.

City of Port Orchard and Murraysmith, Inc.

Professional Service Agreement Contract No.C048-20

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Rev 7/18/2019

5 of 10

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then 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.

City of Port Orchard and Murraysmith, Inc.

Professional Service Agreement Contract No. C048-20

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Rev 7/18/2019

6 of 10

E. Verification of Coverage

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

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

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

Robert Putaansuu
Mayor
216 Prospect Street
Port Orchard, WA 98366

Phone: 360.876.4407
Fax: 360.895.9029

CONSULTANT
Murraysmith, Inc.
Adam Schuyler, PE, PMP
600 University Street, Suite 300
Seattle, WA 98101
Phone: 206.462.7030

16. Resolution of Disputes and Governing Law.

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

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

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

17. General Provisions.

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

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

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

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

18. Title VI

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

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

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

City of Port Orchard and Murraysmith, Inc.

Professional Service Agreement Contract No. C048-20

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Rev 7/18/2019

8 of 10

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.

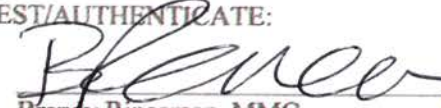
CITY OF PORT ORCHARD,
WASHINGTON

By: 
Robert Putaansuu, Mayor

CONSULTANT

By: 
Name: Adam Schuyler, PE, PMP

ATTEST/AUTHENTICATE:

By: 
Brandy Rinearson, MMC
City Clerk

Title: Regional Manager

APPROVED AS TO FORM:

By: 
Charlotte A. Archer, City Attorney



APPENDIX A

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.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).

EXHIBIT A

SCOPE OF SERVICES MCCORMICK WOODS WELL 11 SITE IMPROVEMENTS – PHASE I CITY OF PORT ORCHARD, WASHINGTON

Project Understanding

The City of Port Orchard (City) drilled Well 11 in the McCormick Woods Development in 2011 and now wants to improve the site. The City has requested Murraysmith, Inc. (Murraysmith) provide conceptual design engineering for the McCormick Woods Well 11 Site Improvements project (Project) that includes:

- Monitoring well house to protect the well head.
- New Well 11 facility, including:
 - CMU Building
 - Booster pumps
 - On-site power generation
 - Onsite water treatment system with filtration backwash system, sodium hypochlorite generation and dosing, and fluoridation system
 - Electrical and instrumentation equipment for the Well 11 site
- Decommissioning of up to three (3) existing onsite Wells (Wells 1, 2, and 3); Well 3 may remain as a monitoring well
- Repurposing, decommissioning, or removal of two (2) existing 60,000-gallon concrete tanks
- Yard piping connecting to existing water system
- Site development, including:
 - Grading
 - Access road improvements and parking
 - Stormwater management
 - Security, including lighting and fencing
 - Landscaping

The Scope of Services is based on our understanding of the tasks required to meet the goals and complete the Project as recommended in the *Well 12 Water Campus and Well 11 Design Guidelines* (Well 11 Guidelines) and *Well 11 Campus Improvements Design, Bid Assistance, and Construction Management LOE and OPCC* (Well 11 Memo) memoranda prepared by BHC Consultants in August 2018 and August 2019, respectively.

This scope includes:

- Reviewing existing information and data collection
- Conceptual design engineering

Final design services and engineering support during construction are not included in this Scope of Services. At the City's discretion, this contract may be amended to include design services and/or engineering support during construction, or additional items identified by the City.

Scope of Services

The Scope of Services consists of six tasks.

- Task 1 – Project Management
- Task 2 – Survey/Easement Documents
- Task 3 – Hydrogeology
- Task 4 – Water Quality
- Task 5 – Conceptual Design
- Task 6 – Contingency

Each phase consists of five components.

1. Objective: Purpose of the task
2. Activities: Specific project elements and efforts that will be completed by the Murraysmith project team
3. City Responsibilities: Elements that will be provided by the City
4. Deliverables: The finished product that will be delivered to the City via electronic and/or hard copy
5. Assumptions: Assumptions used to develop each Work Task

Task 1 – Project Management

Objective

Provide management of the project team, schedule, and budget. Murraysmith's project manager (PM) will maintain communication with the City and the team throughout the duration of the project, lead meetings and workshop discussions, keep the City up to date on project issues, and incorporate the City's input into the work product as appropriate.

Activities

Task 1.1 – Project Kick-Off Meeting

Prepare agenda and attend the Project kick-off meeting at City Hall, or via video conference due to coronavirus, to introduce key members of the project team, establish project objectives, review communication protocols, discuss the project scope and schedule, and tour the Well 11 site to review the initial field investigations in greater detail with City staff (if possible). Prepare meeting minutes for City review and comment. Incorporate City review comments and submit final minutes.

Task 1.2 – Project Management Plan

Prepare a Project Management Plan that includes the signed contract, scope of work and budget, contact list, baseline project schedule, quality assurance/quality control plan, and other project management procedures.

Task 1.3 – Monthly Project Status Reports

Prepare invoices and monthly reports using Earned Value Management (EVM) to include work completed, costs incurred, budget status (budget vs. estimated balance to complete), amendments, project schedule, any variance between planned and actual project performance, issues that may result in completion of any task beyond the established schedule or task budget, and issues that may result in an increase in Total Price. Schedule updates will be prepared using MS Project software.

Task 1.4 – Coordination with the City

Coordinate with the City via phone and email communication, including weekly 30 minutes project status phone calls between the Murraysmith and City project managers. Follow-up decision-making phone conversations with a recap via email. Manage and coordinate the Project technical and scope issues.

Task 1.5 – Consultant Team Coordination

Coordinate project team efforts, including sub-consultants, to monitor project progress, coordinate project team activities to keep the project on schedule, identify external coordination items with City staff or regulatory agencies and identify potential budget challenges. Internal team coordination to include one-hour, bi-weekly team conference calls with discipline leads and key team members.

City Responsibilities

1. Review project status reports, invoices, and schedule.
2. Review meeting agenda and minutes and provide comments to Murraysmith.

Deliverables

1. One electronic (PDF) copy of monthly project updates and invoices.
2. One electronic (PDF) copy of the Agenda and Minutes from the Project Kick-off Meeting.

Assumptions

1. The Project kick-off meeting will be attended by up to five (5) Murraysmith team members, including the project manager, design leads, and discipline leads.
2. Project duration is assumed to be 4 months; therefore 4 Monthly Progress Reports are included in the Scope of Work.

Task 2 – Survey/Easement Documents

Objective

Provide surveying and topographic mapping of the Well 11 site. Provide legal description and exhibit map for easement acquisition for new sewer line connection.

Activities

2.1 - Survey and Mapping

Provide control survey and boundary determination and coordinate with private utility locating service to identify underground utilities as part of topographic survey. Topographic survey work includes locations and elevations of existing, visible physical surface features, edges of pavement, gravel access road, visible surface utilities and marked underground utilities, wells, and trees 10-inches diameter at breast height (DBH) and greater. Coordinate with surveyor on work required to complete survey to City standards and requirements of the project. Perform final review and

formatting of AutoCAD files of survey, develop base map suitable for design for use in the layout of site improvements on the site.

2.2 – Easement Documentation

Prepare legal description and exhibit map for connection to existing sewer main.

City Responsibilities

1. City to provide available as-builts and documents for project site, facilities, and utilities.
2. City to complete utility potholing as needed.
3. Review and comment on consultant deliverables.

Deliverables

1. Electronic copies of formal "Request for Information."
2. Electronic copies of draft and final base map.
3. Electronic copies of legal description and base map for easement.

Assumptions

1. The boundary of the site is already well established based on the neighboring subdivisions which the well site was created from.
2. Horizontal surveying and mapping will be referenced to Washington State Plane Coordinate system NAD83(11). Vertical information will be referenced to NAVD88 datum.
3. City review period is ten (10) working days.
4. City comments will be consolidated into one file before submitting to project team.
5. The sanitary sewer from the Well 11 site will flow west through the McCormick Woods Golf Course maintenance facility.

Task 3 – Hydrogeology

Objective

Develop a well testing program for Well 11, considering additional water rights allocated for the well. Coordinate efforts with Department of Health (Health) and Department of Ecology (Ecology). Test the well and provide a well rating based on the test results.

Activities

3.1 - Review Data and Information

Review data and information provided by the City and extract relevant information for the project.

Obtain available information from the City regarding the project, including but not limited to DOH Permit for well capacity.

3.2 - Hydrogeology

Coordinate with Robinson Noble, the City's hydrogeologist, for Well 11 development and decommissioning of Wells 1, 2, and 3. Review the previous Well 11 construction and testing report for information pertinent to the project. Provide recommendations should a well cleanout or redevelopment effort be warranted prior to testing and well modifications. Conduct and observe step-rate and constant-rate testing of the well. Equip Well 11 with a pressure transducer and data logger to collect background data seven days prior to testing as required by the Preliminary Permit. Use the step rate test to determine if the efficiency of the well has changed or whether the well can support a rate of 1,150 gpm during the constant rate test. Based on the results of the step rate test, recommend a rate for the constant rate test. Collect at least 24 hours of recovery rate data to allow the contractor to remove the test pump. Following the pumping tests, analyze test results and provide a technical memorandum describing the well modifications, test procedures, and test results; provide a well rating based on these results. Memorandum will include aquifer test reporting requirements listed in the Preliminary Permit.

City Responsibilities

1. Review and comment on consultant deliverables.

Deliverables

1. Electronic copies of formal "Request for Information."
2. Workshop agendas and summaries.
3. Well Modifications Technical Memorandum.
4. Well Decommissioning Technical Specifications.
5. Well Decommissioning Technical Memorandum.

Assumptions

1. City review period is ten (10) working days.
2. City comments will be consolidated into one file before submitting to project team.

Task 4 – Water Quality

Objective

Well 11 water quality was evaluated in 2010 during the well installation and testing. While the water quality was good in 2011, it is unlikely that the Washington State Department of Health (Health) will accept the previous evaluation for source approval due to the age of the previous testing. Therefore, this task includes updated water quality analysis and reporting prior to pump testing.

Activities

4.1 - Water Quality Analysis

Coordinate with Robinson Noble, the City's hydrogeologist for Well 11 water quality analysis. Obtain available information from the City regarding the project, including but not limited to, water quality data for:

- Well 11,
- Other City wells,
- City of Bremerton supply.

Confirm baseline water quality, water treatment needs, and performance goals. Collect water quality samples from Well 11. Samples will be analyzed for standard inorganic, VOC, SOC, bacteriological, and radionuclide constituents. Present the results of the water quality analysis in a technical memorandum. Following the installation of the permanent well pump, collect and analyze a bacteriological sample.

City Responsibilities

1. Review and comment on consultant deliverables.

Deliverables

1. Water Quality Technical Memorandum.

Assumptions

1. City review period is ten (10) working days.
2. City comments will be consolidated into one file before submitting to project team.

Task 5 – Conceptual Design

Objective

Develop a conceptual design and report that incorporates the City's preferences, requirements, and constraints for input and refinement. This task is the start of the project's detailed design process and key design discipline leads begin their development of the design concept. The developed schematic design establishes the general scope, conceptual design, scale, and relationships among the project components, and includes discipline specific design ideas so that major process decisions such as equipment spacing, process type/configuration, redundancy, and O&M preferences can be made by the City. Initial coordination with the Department of Health (DOH) is included in Task 5.

Another objective of this task is to identify the permitting requirements and outline the preliminary permitting schedule.

Activities

5.1 - Review Data and Information

Review data and information provided by the City and extract relevant information for the project.

Obtain available information from the City regarding the project, including but not limited to:

- Permitting/Sensitive Areas issues,
- Verify and coordinate on connection to distribution system,
- City's planned Capital and Transportation Improvement Projects and known development that may impact project,
- As-built drawings.

5.2 - Geotechnical Study

Review readily available sources for existing geotechnical information at the project site, including the existing well construction and testing report for Well 11 prepared by Robinson Noble, and dated March 2011. Visit the project site and complete a visual reconnaissance of the development area. Provide a discussion of soil and groundwater conditions anticipated at the site. Provide preliminary seismic design criteria based on the 2018 International Building Code (IBC), including site class, site coefficients, ground accelerations, and a discussion on liquefaction potential for the site, based on available data reviewed. Provide a discussion of appropriate options for foundation support. Prepare a report which will include a discussion of conventional spread footings and alternative foundation support methods that could be employed, if necessary. Provide preliminary earth-pressure parameters for design of retaining walls and below-grade elements. Provide a discussion of stormwater infiltration feasibility. Provide preliminary recommendations for asphalt concrete pavement design based on our experience. Provide a discussion of earthwork practices suitable for the site including site grading, fill placement and compaction, fill materials, and the

feasibility of reusing on-site soils as fill and backfill. Comment on construction challenges that are identified in our paper study. Provide recommendations for additional geotechnical studies that should be completed at the site. Prepare a brief letter report summarizing our findings and conclusions, for support of planning and conceptual design. This letter report is not be intended for final design.

5.3 – Conceptual Design and Report

Prepare a Conceptual Design Report utilizing DOH Project Report requirements to streamline submittal of the DOH Project Report in future phases that documents the following:

- Project background,
- Design criteria,
- Proposed improvements including one (1) demolition plan, one (1) site layout, one (1) process flow diagram, and one (1) pump station building layout,
- Summary of the required permits and regulatory approvals,
- Opinion of probable project cost (OPPC) with and without federal funding, and
- Project schedule.

Submit draft report to City for review and comment. Modify draft report based on City review comments and submit final copies to the City.

City Responsibilities

1. Provide available as-builts and documents for project site, facilities, and utilities.
2. Review and comment on consultant deliverables.

Deliverables

1. Electronic copies of formal "Request for Information."
2. Workshop agendas and summaries.
3. Draft and final Geotechnical letter report in PDF format.
4. Draft and final Conceptual Design Report.

Assumptions

1. City review period is ten (10) working days.
2. City comments will be consolidated into one file before submitting to project team.

Task 6 – Contingency

Objective

Provide project contingency budget for the project.

Activities

Task 6.1 – Project Contingency

Project contingency includes budget for additional, unanticipated labor and/or expenses not specifically identified in the scope of work tasks defined above. Such work items will be implemented on a work order basis and will be undertaken only after written authorization from the City's Project Manager.

Deliverables

1. To be determined.

Assumptions

1. Task 6.1 is based on 10% of Murraysmith total direct labor and sub-consultant fees.

Schedule

Work will begin upon receipt of a signed contract and notice to proceed, or other agreeable written authorization. We will begin our work and proceed in a timely manner with an anticipated completion of conceptual design within four (4) months of notice to proceed. This schedule is based on timely input and information from City staff and others including the collection of requisite information and documentation, staff input, and feedback regarding design document(s) or other project matters. A baseline schedule will be provided at the Kick-off Meeting. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope or for delays beyond Murraysmith's control.

Fee Estimate

An engineering fee estimate has been prepared (Exhibit B) based on the detailed scope of services contained herein.

City of New York
August 2020
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**City of Port Orchard
Council Meeting Minutes
Regular Meeting of June 13, 2023**

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 Deputy City Clerk as follows:

Mayor Pro-Tem Trenary	Present
Councilmember Chang	Present
Councilmember Clauson	Present
Councilmember Cucciardi	Present
Councilmember Diener	Absent
Councilmember Lucarelli	Present
Councilmember Rosapepe	Present
Mayor Putaansuu	Present

Staff present: Public Works Director Lang, Community Development Director Bond, Police Chief Brown, City Attorney Archer, HR Manager Lund, Deputy City Clerk Floyd, and Intern Kelly.

Staff present via Zoom: Utilities Manager J. Brown and Finance Director Crocker.

The meeting streamed live on YouTube.

A. PLEDGE OF ALLEGIANCE (Time Stamp 00:43)

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

2. APPROVAL OF AGENDA (Time Stamp: 01:08)

MOTION: By Councilmember Clauson, seconded by Councilmember Trenary, to approve the agenda as published.

The motion carried.

3. CITIZENS COMMENTS (Time Stamp: 01:41)

Jeff Dailey and **Dave Kimball** spoke to the upcoming South Kitsap Fire and Rescue fire levy and voiced their concerns.

4. CONSENT AGENDA (Time Stamp: 08:35)

- A.** Approval of Voucher Nos. 86090 through 86150 and 86158 through 86204 including bank drafts in the amount of \$546,930.82 and EFT's in the amount of \$276,911.45 totaling \$823,842.27.
- B.** Approval of Payroll Check Nos. 86083 through 86089 and 86151 through 86157 including bank drafts and EFT's in the amount of \$499,653.00 and Direct Deposits in the amount of \$479,426.22 totaling \$979,079.22.
- C.** Adoption of an Ordinance Delaying the Effective Date of Ordinance No. 013-23 Due to Action Taken by the State Building Code Council to Delay the Effective Date for the 2021 Codes **(Ordinance No. 015-23)**
- D.** Adoption of a Resolution Adopting Personnel Policies Related to Military Family Leave and the Washington Family Care Act **(Resolution No. 052-23)**
- E.** Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authoring its Disposition Thereof **(Resolution No. 053-23)**
- F.** Adoption of an Ordinance Amending Port Orchard Municipal Code Chapter 2.20 Planning Commission **(Ordinance No. 016-23)**
- G.** Adoption of a Resolution Approving Amendment No. 4 to Contract No. 024-15 with Waste Management of Washington Inc. for Solid Waste Disposal Services **(Resolution No. 054-23)**
- H.** Approval of Amendment No. 3 to Contract No. 036-20 with Krazan & Associates, Inc. for On-Call Professional Materials Testing, Inspection, and Geotechnical Services
- I.** Adoption of a Resolution Authorizing the Mayor to Execute a Nonexclusive Perpetual Easement with Puget Sound Energy for the East Fifteen (15) feet of a City-Owned Property, Kitsap County Tax Parcel No. 4625-000-003-0103 **(Resolution No. 055-23)**
- J.** Adoption of a Resolution Approving the Purchase of a Towmaster Trailer for the Equipment Rental Revolving Fund 500 **(Resolution No. 056-23)**
- K.** Adoption of a Resolution Authorizing an Interlocal Agreement with Kitsap County Fire Marshal for Fireworks Display Permitting and Inspection Services **(Resolution No. 057-23 and Contract No. 047-23)**
- L.** Approval of a Change Order No. 4 to Contract No. 125-22 with KR Homes, LLC for the Sroufe Water Main Replacement Project
- M.** Excusal of Councilmember Diener due to a Personal Obligation

MOTION: By Councilmember Trenary, seconded by Councilmember Lucarelli, to approve the Consent Agenda.

The motion carried.

5. PRESENTATION

A. Citizen Award (Time Stamp 09:05)

Police Chief Brown presented a Citizen Award to Colin Stewart for his work towards helping to remove the derelict boats in Sinclair Inlet and providing safety in the community.

B. Proposed Kitsap Bank Headquarters Building Located at 625 Bay Street (Time Stamp 12:59)

Jeff Foster with GGLO provided a presentation on the new Kitsap Bank building which included the 2021 downtown subarea plan diagram, Kitsap Bank site plan, concept view from Bay Street and Orchard Avenue, concept view from Bay Street and Frederick Avenue, and concept view of the north façade.

C. South Kitsap Fire and Rescue Services and Levy (Time Stamp 18:57)

Fire Chief Faucett spoke to the upcoming fire levy which included levy key components, impacts, and growth challenges.

6. PUBLIC HEARING

A. An Ordinance Authorizing the Mayor to Execute a Development Agreement with Kitsap Bank for a New Headquarters Building in Downtown Port Orchard (Time Stamp 29:47)

Mayor Putaansuu opened the public hearing, and there being no testimony, closed the public hearing at 7:03 p.m.

7. BUSINESS ITEMS

A. Adoption of an Ordinance Authorizing the Mayor to Execute a Development Agreement with Kitsap Bank for Development Agreement (Time Stamp 33:37)

MOTION: By Councilmember Clauson, seconded by Councilmember Lucarelli, to adopt an ordinance authorizing the Mayor to execute a development agreement with Kitsap Bank as presented.

The motion carried.

(Ordinance No. 014-23 and Contract No. 051-23)

B. Adoption of a Resolution Accepting a Housing Action Plan (Time Stamp: 37:50)

MOTION: By Councilmember Chang, seconded by Councilmember Cucciardi, to adopt a resolution accepting the Housing Action Plan dated May 24, 2023, as presented.

The motion carried.

(Resolution No. 058-23)

C. Adoption of a Resolution Approving a Contract with Lincoln Construction, Inc. for the City Hall Renovations Project (Time Stamp 48:03)

MOTION: By Councilmember Cucciardi, seconded by Councilmember Clauson, to adopt a resolution authorizing the Mayor to execute a contract in a form that is acceptable to the City Attorney with Lincoln Construction, Inc. for the City Hall Renovations Project for the base bid amount and the following alternate(s): 1, 2, 3, & 4, for a total cost of \$9,012,913.51 (applicable tax included).

The motion carried.

(Resolution No. 059-23 and Contract No. 048-23)

D. Adoption of a Resolution Approving a Contract with KCI Technologies, Inc. for Asset Management Program Development and On-Call Consulting Support (Time Stamp 55:58)

MOTION: By Councilmember Trenary, seconded by Councilmember Rosapepe, to adopt a resolution, authorizing the Mayor to execute a contract with KCI Technologies, Inc., for Asset Management Program Development and On-Call Consulting Support.

The motion carried.

(Resolution No. 060-23 and Contract No. 049-23)

E. Adoption of a Resolution Authoring the Mayor to Sign a Sublease Agreement with the Port of Bremerton for the Marina Pump Station (Time Stamp 58:13)

MOTION: By Councilmember Clauson, seconded by Councilmember Lucarelli, to adopt a resolution, authorizing the Mayor to execute a sublease with the Port of Bremerton for the Marina Pump Station project.

The motion carried.

(Resolution No. 061-23 and Contract No. 050-23-23)

F. Approval of Amendment No. 11 to Contract No. 066-20 with Rice Fergus Miller, Inc. for the Community Event Center Project (Time Stamp: 1:01:37)

MOTION: By Councilmember Clauson, seconded by Councilmember Cucciardi, to approve contract amendment #11 to Contract C066-20 as presented.

The motion carried.

G. Approval of Amendment No. 4 to Contract No. 053-19 with Robinson Noble, Inc. for the 2019-2020 ESSB 6091 Foster Pilot Project Services (Time Stamp 1:05:41)

MOTION: By Councilmember Lucarelli, seconded by Councilmember Rosapepe, to authorize the Mayor to execute Amendment No. 4 to Contract No. C053-19 with Robinson Noble, Inc. for the 2019-2020 ESSB 6091 Foster Pilot Project Services.

The motion carried.

8. DISCUSSION ITEMS (No Action to be Taken)

There were no discussion items.

9. REPORTS OF COUNCIL COMMITTEES (Time Stamp: 1:11:50)

Councilmember Lucarelli reported on the June 13th Utilities Committee meeting. The next meeting is scheduled for July 11th.

Mayor Putaansuu reported the Finance Committee is scheduled to meet June 14th.

10. REPORT OF MAYOR (Time Stamp 1:13:51)

The Mayor reported on the following:

- Citywide paving update.
- Building update at the old Cheer's site.
- Marina Pump Station bid.
- 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 descriptions for Sewer System Coordinator, Stormwater Coordinator, Water System Coordinator, IT Support Specialist, and Police Sergeants.
- In compliance with Resolution 007-11 Establishing a Process for Future Amendments to the City's Personnel Policies and Procedures, he reported his approval of policy revisions to holidays and personal holidays.
- Read into record a portion of minutes from 50 years ago.

11. REPORT OF DEPARTMENT HEADS (Time Stamp 1:16:38)

Public Works Director Lang reported on Well 11 and provided totem pole updates.

Community Development Director Bond reported on a permit with Kentucky Fried Chicken.

City Attorney Archer reported on a case law for *Sacket vs. the Environmental Protection Agency* and drug paraphernalia and the Blake decision.

Police Chief Brown reported on hiring within the police department.

Finance Director Crocker said they have filed the annual report and will be starting the audit soon.

12. CITIZEN COMMENTS (Time Stamp 1:23:39)

Jeff Dailey and **Dave Kimball** spoke to the upcoming South Kitsap Fire and Rescue fire levy and voiced their concerns.

13. EXECUTIVE SESSION

There was no executive session.

14. GOOD OF THE ORDER (Time Stamp 1:29:38)

Discussion was held regarding the City taking a position of support, or opposition of the fire levy. The City may also hold a public hearing to take testimony from the public.

15. ADJOURNMENT

The meeting adjourned at 8:07 p.m. No other action was taken. Audio/Visual was successful.

Jenine Floyd, CMC, Deputy City Clerk

Robert Putaansuu, Mayor



**City of Port Orchard
Council Meeting Minutes
Work Study Session Meeting of June 20, 2023**

CALL TO ORDER AND ROLL CALL

Mayor Pro-Tem Tem Lucarelli called the meeting to order at 6:31 p.m.

Roll call was taken by the City Clerk as follows:

Mayor Pro-Tem Trenary	Absent
Councilmember Chang	Present
Councilmember Clauson	Absent
Councilmember Cucciardi	Present
Councilmember Diener	Present
Councilmember Lucarelli	Present
Councilmember Rosapepe	Present
Mayor Putaansuu	Absent

Staff present: Utilities Manager J. Brown, City Clerk Wallace, and Deputy City Clerk Floyd.

Staff present via Zoom: Community Development Director Bond

The meeting also streamed live on YouTube.

Pledge of Allegiance (Time Stamp 01:13)

Mayor Pro-Tem Tem Lucarelli led the audience and Council in the Pledge of Allegiance.

1. Kitsap County Housing Grants (Time Stamp 01:35)

Joel Warren and Bonnie Tufts with the Kitsap County Department of Human Resources provided a presentation on the Kitsap County 2024 Coordinated Grant Application Process which included an overview, CIAH funding, Block Grant funding, key dates, process flow, review committees, Capital Grant Review Committee, and website content.

Additional discussion was held regarding rental assistance, federal funds, opioid settlement, application review process, and the City’s application for funding to purchase a lot through Housing Kitsap.

Council Direction: No direction was given.

2. Kitsap Transit Port Orchard Transit Center Presentation (Time Stamp 21:30)

Zach Gray with KPFF and Ed Coviello and Christopher Browning with Kitsap Transit provided a presentation which included the project purpose and need, key considerations relative to transit center siting study, downtown Port Orchard study area, downtown Port Orchard subarea plan, and current site options.

Additional discussion was held regarding population and growth, looking at different sites, having a pedestrian friendly waterfront, park and ride lots, downtown transfer station, providing other potential transfer station locations and conversations with the Port of Bremerton.

Council Direction: No direction was given.

3. Community Needs Assessment (Time Stamp 46:32)

Tony Ivers with Kitsap Community Resources provided a presentation on results from the KCR Community Survey & Focus Group Discussions which included who participated in the survey and focus groups, what did they hear, challenges meeting basic needs, disconnect between services and the people they serve, barriers to accessing healthcare, what can be done, outreach strategy, Kitsap County Affordable Housing Task Force, and what's next strategic plan.

Additional discussion was held regarding how the pandemic affected services, shortage of doctors and affordable housing.

Council Direction: No direction given.

4. Cross Connection Control and Fats, Oils and Grease Plan (Time Stamp 1:16:18)

Utilities Manager J. Brown explained the City is in compliance with the Department of Ecology. This program is to help businesses, and some residences, get in compliance with the City's regulations. The utilities perspective of cross connection is once water goes through a meter, we do not want it back as we don't know what happens to it on the other side. The Department of Community Development's perspective is once water goes out of the fixture, they don't want it back as there could be contamination.

Additionally, there is FOG (fats, oils, and grease) which is specifically directed at food service establishments as they create this which can clog or damage collection systems.

Additional discussion was held regarding enforcement, the City's Utility Compliance staff member who is developing materials to help with this program, education, cross connection risk survey, tracking cross connection control assembly's, fees, McCormick Woods residents, contamination issues, and how the City is monitoring the program.

Council Direction: No direction given to staff.

GOOD OF THE ORDER (Time Stamp 1:33:23)

In response to Councilmember Diener's question about non-political signs, Community Development Director Bond said there was a decision back in 2014 that said sign regulations had to be content neutral, however, there was a separate case that said you can't regulate speech within a traditional public forum. The City's conclusion is the lowest risk path, which is to allow temporary signs and not differentiate between political and non-political speech. Since then, the 9th Circuit has issued a decision that stated there is some ability to distinguish between commercial and non-commercial speech. This has been brought to the attention of the Planning Commission, and the recommendation from the City Attorney is to document the problem over a period of time. We started this in the fall and have been gathering documentation with the hope of bringing this back to the Planning Commission for review. The Council may then see an ordinance restricting temporary signage only to non-commercial speech.

ADJOURNMENT

The meeting adjourned at 8:06 p.m. No other action was taken. Audio/Visual was successful.

Brandy Wallace, MMC, City Clerk

Cindy Lucarelli Mayor Pro-Tem Tem