



City of Port Orchard Council Meeting Agenda

September 12, 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

Jacki Brown
Interim 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/88029298035>

Zoom Meeting ID: 880 2929 8035

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

Guiding Principles

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

1. CALL TO ORDER

A. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. CITIZENS COMMENTS

*(Please limit your comments to **3 minutes** for items listed on the Agenda and that are not for a Public Hearing. Please keep your comments respectful and no personal attacks. This is a comment period and not a question-and-answer session. When recognized by the Mayor, please state your name for the official record. If you are attending remotely via telephone, enter *9 from your keypad to raise your hand.)*

4. CONSENT AGENDA

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

A. Approval of Vouchers and Electronic Payments

B. Approval of Payroll and Direct Deposits

C. Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof (Wallace) Page 4

D. Adoption of a Resolution Supporting the DWSRF 2023 Pre-Construction Loan Application for the Improvement of Well No. 7 (J. Brown) Page 8

E. Adoption of a Resolution Approving Agreements in Lieu of Assessment with Frederick Stephens for Water and Sewer Connections (J. Brown) Page 10

F. Adoption of a Resolution Authorizing Contracts with Newalen LLC and Global Diving and Salvage Services for Derelict Vessel Removal and

Acceptance of Department of Natural Resources Reimbursement through the Derelicts Vessel Removal Program (M. Brown) **Page 17**

- G.** Approval of Amendment No. 1 to Contract No. 001-17 with the Doctor's Clinic for Employment Related Medical Services (Lund) **Page 31**
- H.** Adoption of a Resolution Approving the Purchase of an Elgin Broom Bear Sweeper from the Equipment Rental Revolving Fund 500 (J. Brown) **Page 45**
- I.** Acceptance of a Grant from Kitsap Bank for the Festival of Chimes and Lights Event (Wallace) **Page 63**
- J.** Adoption of a Resolution Approving an Amended Memorandum of Understanding with the Port of Bremerton for Waterfront Parking (Archer) **Page 66**
- K.** Adoption of a Resolution Adopting Operating Policy Related to Employee Information Exemption from Public Records (Lund) **Page 86**
- L.** Approval of Amendment No. 3 to Contract No. 094-21 with West Coast Code Consultants (WC-3) for Building/Fire Code Plan Review and Inspection Services (Archer) **Page 98**

5. PRESENTATION

- A.** Association of Washington Cities-AWC (D. Dawson)
- B.** Introducing OneKitsap-KEDA (J. Morrison) **Page 123**
- C.** Stormwater Comp Plan (J. Brown)

6. PUBLIC HEARING

- A.** Public Hearing on Vacating City Right-of-ways, a Portion of an Alley off of Taylor Street and a Portion of Austin Avenue Between Taylor Street and Smith Street; a Portion of Sweany Street off of Sidney Avenue and Most of the Alley Between Taylor Street and Divisions Street; and a Portion of an Alley off of Cline Street Between Sweany Street and Taylor Street (Wallace) **Page 172**

7. BUSINESS ITEMS

- A.** Adoption of an Ordinance Amending the 2023-2024 Biennial Budget & Salary Table (Crocker) **Page 205**
- B.** Adoption of a Resolution Approving Mayoral Appointments to the Lodging Tax Advisory Committee (Wallace) **Page 212**
- C.** Adoption of a Resolution Confirming Appointment of a Public Works Director (Lund) **Page 217**
- D.** Approval of the August 8, 2023, City Council Meeting Minutes **Page 222**

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

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

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

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

15. ADJOURNMENT

COMMITTEE MEETINGS

	Date & Time	Location
Economic Development and Tourism	September 18, 2023; 9:30am	Remote Access
Utilities	September 12, 2023; 5:00pm	Remote Access
Finance	September 19, 2023; 5:00pm	Remote Access
Transportation	September 26, 2023; 4:30pm	Remote Access
Festival of Chimes & Lights	September 18, 2023; 3:30pm	Remote Access
Land Use	September 20, 2023; 4:30pm	Remote Access
Lodging Tax Advisory	September, 2023	Remote Access
Sewer Advisory	October 4, 2023; 6:30pm	City Hall with Remote Access
Outside Agency Committees	Varies	Varies

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

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

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



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 4C
Subject: Adoption of a Resolution Declaring Certain
Personal Property as Surplus and
Authorizing its Disposition Thereof

Meeting Date: September 12, 2023
Prepared by: Brandy Wallace, MMC
City Clerk
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: Assets of the City that are no longer useable, are no longer of value to the City, or are surplus to City needs, may be removed from City ownership, sold, or in any other way disposed with a declaration of surplus by the City Council.

Staff is asking the Council to surplus the following:

- A. Two (2) 2022 small radar reader boards belonging to the police department. This item is damaged beyond repair.
- B. One (1) 2022 Dodge Ram 2500 belonging to the Street Fund. Was involved in an accident and the repair costs are higher than the value.
- C. One (1) 2003 Kubota Riding Mower belonging to the Parks Fund. It is past its life expectancy.
- D. One (1) 2008 Forklift belonging to the Water Fund. It is past its life expectancy.

The Finance department has estimated the current value of the property to be \$3,500. While some of the items were acquired for public utility purposes, the value of the property is less than \$50,000, therefore a public hearing is not required, pursuant to RCW 35.94.040(2).

Although the City's internal asset value of the items have been determined to be of low value, any monies from the sale of surplus property will be deposited into the Fund(s) which owned them. When disposal is to the general public through direct sale, sealed bid or auction, final determination of value shall be the highest responsible bid or offer. The City may transfer a surplus asset to another public agency upon written request and a determination that it is in the public interest. Staff will dispose the item in a manner that reflects the best interest of the City.

Recommendation: Staff is recommending adoption of a resolution declaring personal property as surplus and allowing for its disposition.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt a resolution declaring personal property as described, as surplus and authorizing its disposition.

Fiscal Impact: Money received from the disposition of surplus items will be deposited into the Funds of ownership.

Alternatives: Do not adopt.

Attachments: Resolution

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 police, water, street and parks departments of the City of Port Orchard have become surplus to the needs of the City; and

WHEREAS, the City Council has determined that the current asset value of the items are \$3,500; and

WHEREAS, some of the items were acquired for public utility purposes, the value of the property is less than \$50,000, therefore a public hearing is not 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 of the following,

- A. Two (2) 2022 small radar reader boards belonging to the police department. This item is damaged beyond repair.
- B. One (1) 2022 Dodge Ram 2500 belonging to the Street Fund. Was involved in an accident and the repair costs are higher than the value.
- C. One (1) 2003 Kubota Riding Mower belonging to the Parks Fund. It is past its life expectancy.
- D. One (1) 2008 Forklift belonging to the Water Fund. It is past its life expectancy.

in the best interest of the City; and now, therefore,

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

THAT: Council declares to dispose of the following,

- A. Two (2) 2022 small radar reader boards belonging to the police department. This item is damaged beyond repair.
- B. One (1) 2022 Dodge Ram 2500 belonging to the Street Fund. Was involved in an accident and the repair costs are higher than the value.
- C. One (1) 2003 Kubota Riding Mower belonging to the Parks Fund. It is past its life expectancy.

D. One (1) 2008 Forklift belonging to the Water Fund. It is past its life expectancy.
as surplus to the needs of the City.

Staff is instructed to dispose the items 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 12th day of September 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.: Consent Agenda 4D
Subject: Adoption of a Resolution Supporting the
DWSRF 2023 Pre-Construction Loan
Application for the Improvement of Well
No. 7

Meeting Date: September 12, 2023
Prepared by: Jacki Brown
Interim Public Works
Director
Atty Routing No.: 366922-0009
Atty Review Date: September 5, 2023

Summary: The City of Port Orchard's Well No. 7 was identified as a priority task for the City of Port Orchard's Public Works Department. At the March 28, 2023, Utilities Committee meeting the recommended improvements and funding opportunities were discussed. The Drinking Water State Revolving Fund (DWSRF) has a loan program that may help to fund this project. As part of the 2023 DWSRF Loan Application for the Improvement of Well #7 in the City of Port Orchard Water System, the Washington State Department of Health, Office of Drinking Water (ODW) requires the City Council to approve the City's submittal of the DWSRF application, the proposed project, and the estimated amount sought for funding. If authorized by Council by this Resolution, the City of Port Orchard Public Works Department will submit a 2023 Pre-Construction Loan Application request in the amount of \$500,000.00 for the improvement of Well #7 in the City of Port Orchard Water System. If the application is successful, the ODW Funding will be available to commence with the design of the improvement of Well #7 in 2024.

Relationship to Comprehensive Plan: Chapter 7 Utilities

Recommendation: Staff recommends that the City Council adopt a Resolution thereby supporting the City's application for the 2023 Drinking Water State Revolving Fund Loan for the improvement of Well #7 in the City of Port Orchard Water System.

Motion for Consideration: I move to adopt a Resolution of support for the City's application for a 2023 Drinking Water State Revolving Fund Loan for improvements to Well #7 in the City of Port Orchard Water System.

Fiscal Impact: If approved and the loan application is successful there would be debt service in future fiscal years.

Alternatives: Do not authorize the City to apply for the loan and provide alternative guidance

Attachments: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, SUPPORTING THE DRINKING WATER STATE REVOLVING FUND LOAN APPLICATION PROCESS FOR THE IMPROVEMENT OF WELL NO. 7 IN THE CITY OF PORT ORCHARD WATER SYSTEM.

WHEREAS, the Well No. 7 Improvement Project to make necessary improvements to this component of the City of Port Orchard Water System (the “Project”) has been identified as a priority task for the City of Port Orchard’s Public Works Department; and

WHEREAS, the City desires to apply for the 2023 Drinking Water State Revolving Fund Loan, administered by the Washington State Department of Health, Office of Drinking Water (“ODW”), to fund the Project; and

WHEREAS, ODW requires a statement of support from the City Council in conjunction with the City’s submittal of the DWSRF application, setting out the proposed project and the estimated amount requested for funding; and

WHEREAS, the City Council believes it is in the best interests of the City for the City of Port Orchard Public Works Department to submit a Loan Application request in the amount of \$500,000.00 for the Project, in order to fund this vital Project to improve the City’s Water System; and

WHEREAS, if awarded, the ODW Funding will allow the City to commence with the design of the Improvement of Well #7 in the City of Port Orchard Water System in 2024; 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 fully supports the Washington State Department of Health, Office of Drinking Water Loan Application process for the Improvement of Well #7 in the City of Port Orchard Water System.

THAT: This Resolution shall be 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 12th day of September 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.:	<u>Consent Agenda 4E</u>	Meeting Date:	<u>September 12, 2023</u>
Subject:	<u>Adoption of a Resolution Approving</u>	Prepared by:	<u>Jacki Brown</u>
	<u>Agreements in Lieu of Assessment with</u>		<u>Interim Public Works</u>
	<u>Frederick Stephens for Water and Sewer</u>		<u>Director</u>
	<u>Connections</u>	Atty Routing No.:	<u>366922-0009</u>
		Atty Review Date:	<u>September 5, 2023</u>

Summary: The City of Port Orchard provides water and sewer services to the area near and around Garrison Street. On July 13, 2023, Frederick Stephens, owner of Kitsap County Assessor's Tax Parcel No. 4043-001-009-0000 located on Garrison Street (the "Property"), requested water and sewer service to the Property from the City of Port Orchard for a new single-family residence. No water or sewer mains currently exist on the street fronting the Property. Pursuant to the City's standards, water and sewer connections for the Property would require extensions of the water main and sewer main from the existing mains on Garrison Street. Pursuant to RCW 35.92.025, the City is authorized to allow connections to the City's water and sewer systems and levy a connection charge for such connections. The Public Works Department has determined that it would be cost prohibitive and infeasible to require Mr. Stephens to construct the extensions of the water and sewer mains for a single connection. Staff recommends Agreements in Lieu of Assessment that will allow Mr. Stephens to build, at his own expense, temporary private lines to connect to the City's water and sewer systems on Garrison Street. Should other real property on this section of Garrison Street need water or sewer service in the future, the extensions of the mains will be necessary and Mr. Stephens or his successors or assigns will be required to connect to those mains at that time. Connection fees would be determined by the rates in effect at the time of connection.

Recommendation: Staff recommends adoption of a Resolution, authorizing the Mayor to sign Agreements in Lieu of Assessment for Water and Sewer, with Mr. Frederick Stephens for future utility infrastructure installation, operation, and maintenance.

Relationship to Comprehensive Plan: Chapter 7.2 - City Managed Utilities.

Motion for Consideration: I move to adopt a Resolution, authorizing the Mayor to execute Agreements in Lieu of Assessment for Water and Sewer with Mr. Frederick Stephens for future utility infrastructure installation, operation, and maintenance.

Alternatives: None

Fiscal Impact: None

Attachments: Resolution,
Contract 069-23 - Agreement in Lieu of Assessment – Sewer
Contract 071-23 - Agreement in Lieu of Assessment – Water

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE AGREEMENTS WITH FREDERICK STEPHENS FOR UTILITY
EXTENSIONS.**

WHEREAS, the City of Port Orchard provides water and sewer services to the area near and around Garrison Street; and

WHEREAS, on July 13, 2023, Frederick Stephens, owner of Kitsap County Assessor's Tax Parcel No. 4043-001-009-0000 located on Garrison Street (the "Property"), has requested water and sewer service to the Property from the City of Port Orchard for a new single-family residence; and

WHEREAS, pursuant to RCW 35.92.025, the City is authorized to allow connections to the City's water and sewer systems and levy a connection charge for such connections; and

WHEREAS, under existing standards, water and sewer connections for the Property may require extensions of the water main and sewer main from the existing mains on Garrison Street; and

WHEREAS, the Public Works Department has determined that it is cost prohibitive and infeasible to require Mr. Stephens to construct the extensions of the water and sewer mains for single connections to the Property; and

WHEREAS, consistent with the City's existing standards, Staff recommends the execution of Agreements in Lieu of Assessment that will allow Mr. Stephens to build, at his own expense, temporary private lines to connect to the City's water and sewer systems on Garrison Street until extensions of the water and sewer mains are constructed; and

WHEREAS, in the future should other real property on this section of Garrison Street need water or sewer service, and extensions of the mains are developed, Mr. Stephens or his successors or assigns will be required to connect to those mains at that time at their own expense(s); and

WHEREAS, the City Council finds that authorizing the execution of Agreements in Lieu of Assessment serve the interests of the residents of Port Orchard; now, therefore,

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

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

THAT: The Port Orchard City Council approves of and authorizes the Mayor to execute Agreements in Lieu of Assessment attached hereto and incorporated herein by this reference.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 12th day of September 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

After Recording Return to:
City Clerk
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366

AGREEMENT IN LIEU OF ASSESSMENT

Contract No. 069-23

GRANTOR: Frederick Stephens

GRANTEE: City of Port Orchard

LEGAL DESCRIPTION: Lot 9, Block 1, Mattson's Addition to Port Orchard, as recorded in Volume 3 of Plats, Page 67, Records of Kitsap County, Washington

TAX PARCEL NO.: 4043-001-009-0000

This agreement is entered into between the City of Port Orchard, a Washington municipal corporation, hereafter referred to as "City", and Frederick Stephens, hereafter referred to as "Owner". Owner owns certain real property which does not front on any of the City's sewer mains, but Owner seeks to obtain sewer service from the City by installing a private sewer line from the City's nearest sewer main to the Owner's property. Owner's real property is legally described above. The referenced real property is hereafter referred to as the "Property".

In consideration of the foregoing recitals, and the promises and covenants of the parties hereinafter set forth, the parties agree as follows:

1. **SEWER SERVICE.** The City hereby agrees to provide sewer service, not to exceed the usual and customary requirements for a single Equivalent Residential Unit (ERU), to the Property. No other buildings or real property may connect to or be served by the private sewer line without the City's approval. Owner shall construct, own, operate and maintain the private sewer line at the Owner's sole cost and expense. The City reserves the right to review and approve the designs and specifications relating to private sewer line, including the manner in which the private sewer line will be connected to the City's main line. The private sewer line shall connect to the City's sewer main at a location approved by the City.

9. RECORDING. The City shall record this agreement with the Kitsap County Auditor, at the cost of the Owner.

DATED this 17 day of August, 2022.

CITY OF PORT ORCHARD,
WASHINGTON

Frederick Stephens (Owner)

FREDERICK A. STEPHENS
Name and Title

Robert Putaansuu, Mayor

ATTEST/AUTHENTICATED:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte Archer, City Attorney

After Recording Return to:
City Clerk
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366

AGREEMENT IN LIEU OF ASSESSMENT

Contract No. 071-23

GRANTOR: Frederick Stephens

GRANTEE: City of Port Orchard

LEGAL DESCRIPTION: Lot 9, Block 1, Mattson's Addition to Port Orchard, as recorded in Volume 3 of Plats, Page 67, Records of Kitsap County, Washington

TAX PARCEL NO.: 4043-001-009-0000

This agreement is entered into between the City of Port Orchard, a Washington municipal corporation, hereafter referred to as "City", and Frederick Stephens, hereafter referred to as "Owner". Owner owns certain real property which does not front on any of the City's water mains, but Owner seeks to obtain water service from the City by installing a private water line from the City's nearest water main to the Owner's property. Owner's real property is legally described above. The referenced real property is hereafter referred to as the "Property".

In consideration of the foregoing recitals, and the promises and covenants of the parties hereinafter set forth, the parties agree as follows:

1. **WATER SERVICE.** The City hereby agrees to provide water service, not to exceed the usual and customary requirements for a single Equivalent Residential Unit (ERU), to the Property. No other buildings or real property may connect to or be served by the private water line without the City's approval. Owner shall construct, own, operate and maintain the private water line at the Owner's sole cost and expense. The City reserves the right to review and approve the designs and specifications relating to private water line, including the manner in which the private water line will be connected to the City's main line. The private water line shall connect to the City's water main at a location approved by the City.

9. RECORDING. The City shall record this agreement with the Kitsap County Auditor, at the cost of the Owner.

DATED this 18 day of August, 202.

CITY OF PORT ORCHARD,
WASHINGTON

Frederick A. Stephens (Owner)

FREDERICK A. Stephens
Name and Title

Robert Putaansuu, Mayor

ATTEST/AUTHENTICATED:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte Archer, City Attorney



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 4F	Meeting Date:	September 12, 2023
Subject:	Adoption of a Resolution Authorizing Contracts with Newallen LLC and Global Diving and Salvage Services for Derelict Vessel Removal and Acceptance of Department of Natural Resources Reimbursement through the Derelicts Vessel Removal Program	Prepared by:	Matt Brown Police Chief
		Atty Routing No.:	366922-0012
		Atty Review Date:	September 5, 2023

Summary: The City Council has made it a priority to address derelict vessels in Sinclair Inlet. The Police Department has partnered with the Department of Natural Resources (DNR) to enforce laws pertaining to illegal moorage on the seafloor that is managed by DNR. The Port Orchard Police Marine Patrol followed protocol in compliance with state law to seize derelict/abandoned vessels and remove three vessels from Sinclair Inlet. One derelict vessel sank, and two other vessels have been lawfully seized and are awaiting disposal. The City requires the services of a specialized consultant to raise and dispose of these derelict vessels.

Per the City's procurement policies, the Police Department identified qualified vendors for these services through Washington State Department of Enterprise Services (DES) Contract No. 16122 for Vessel removal, Disposal, or salvage Services for Derelict Vessels (the "DES Contract"). Staff submitted DES Work Requests to a DES contract specialist, who provided vendor bids for these services at the DES Contract rate. The proposals are as follows:

Newallen LLC submitted a proposal to raise, remove, and dispose of the sunken vessel named "Carioca" for \$29,499.

Global Diving and Salvage submitted a proposal to shift an unnamed sailboat (WN 209 CA), currently in police custody, to a boatyard and dispose of it for \$7,985.

Global Diving and Salvage submitted an additional proposal to shift an unnamed sailboat (WA 8275 NS), currently in police custody, to a boatyard and dispose of it for \$7,885.

Total cost for removal and disposal of all three vessels is approximately \$47,000.

The vendors provided purchase orders for the proposed services, and staff confirmed the submitted prices are consistent with the DES Contract and that all procurement requirements were met by the DES Contract and the submitted pricing.

Recommendation: Staff recommends authorizing the Mayor to sign purchase orders with Newallen LLC and Global Diving and Salvage and to accept the Department of Natural Resources Reimbursement through the Derelicts Vessel Removal Program.

Relationship to Comprehensive Plan: N/A

Motion for consideration: “I move to adopt a Resolution to authorize the Mayor to execute enter into agreements with Newallen LLC and Global Diving and Salvage for services related to derelict vessel removal.”

Fiscal Impact: There is \$50,000 Included in the 2023-2024 Biennial Budget for derelict vessel removal. A future budget amendment will be needed to provide additional expenditure authority. The attached contracts are anticipated to be paid for as a reimbursement from the State DNR program up to \$47,000 or 100% of the expenses. As such, it is anticipated there will be no impact to the ending fund balance.

Alternatives: Do not approve and provide alternative guidance.

Attachment: Resolution
Purchase Orders/Quotes

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS FOR DERELICT VESSEL REMOVAL WITH NEWALLEN LLC AND GLOBAL DIVING AND SALVAGE, AND DOCUMENTING PROCUREMENT PROCEDURES.

WHEREAS, the City has made the removal and disposal of abandoned and derelict vessels in Sinclair Inlet a priority to avoid the negative impacts these vessels have on the people, property, and environment of the City; and

WHEREAS, in furtherance of this priority, the City of Port Orchard Police Department and its Marine Patrol has partnered with the Washington Department of Natural resources (DNR) to enforce laws pertaining to illegal moorage on the seafloor; and

WHEREAS, the City identified the need to raise, remove, and dispose seized vessels and requires a specialized consultant for these services; and

WHEREAS, the City identified qualified vendors procured through Washington State Department of Enterprise Services (DES) Contract No. 16122 for Vessel removal, Disposal, or salvage Services for Derelict Vessels (the “DES Contract”); and

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

WHEREAS, Staff requested quotes from the approved vendors and received a proposal from Global Diving & Salvage, Inc., and to dispose of two vessels currently in police custody; and

WHEREAS, staff received a quote from vendor Newalen, LLC to raise, remove, and dispose of a sunken vessel; and

WHEREAS, staff confirmed that the quoted pricing is consistent with the DES Contract rates and that all applicable procurement rules were met for this procurement; and

WHEREAS, the costs associated with these services are eligible for reimbursement from the Department of Natural Resources Derelict Vessel Removal Program; and

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

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

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

THAT: The City Council authorizes the Mayor to execute contracts in a form that is acceptable to the City Attorney with Global Diving & Salvage, Inc. and Newalen, LLC for a total cost of \$47,000 for derelict vessel services. The Mayor is authorized to take all actions necessary consistent with this authorization to effectuate this approval.

THAT: The Mayor is authorized to pursue funding reimbursement through the Washington Department of Natural Resources' Derelict Vessel Removal Program, and to execute all documents necessary to apply for and to accept said funding.

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 12th day of September 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

WORK REQUEST - CONTRACT 16122 (VESSEL REMOVAL, DISPOSAL OR SALVAGE SERVICES FOR DERELICT VESSELS) VENDOR FORM	
Purchaser Work Request Number:	Port Orchard, WN 209 CA Sailboat
Vendor Name:	Global Diving & Salvage, Inc.
Vendor Address:	3840 W Marginal Way SW, Seattle, WA 98106
Vendor Contact Name:	Kristofer Lindberg
Vendor Phone No.:	206 623-0621
Vendor Email:	klindberg@gdiving.com
Project Manager Name:	Kristofer Lindberg
Project Manager Phone:	206 898-0949
Vendor's Work Plan:	<p>Global will mobilize an appropriate environmental support vessel to shift the derelict vessel from the Dekalb Pier to the nearby boatyard to be hauled from the water.</p> <p>The vessel will be cleared of any house hold hazardous materials and any hydrocarbons prior to being disposed of with the local, permitted waste handler and recycler.</p> <p>Bills of lading and scale tickets will be provided for all materials.</p>
Other Information:	Global acknowledges that this is a prevailing wage job at Kitsap County rates. Both a Notice of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid will be submitted to the Washington State Department of Labor and Industries.
Quotation:	\$7,985.00
Prompt Payment Discount:	<u> 1 </u> % <u> 10 </u> Days
Subcontractors (if applicable):	Yachtfish Boatyard

WORK REQUEST STATE OF WASHINGTON

This Purchaser work request ("Work Order") pertaining to Statewide Contract No. 16122 is made and entered into by and between Purchaser, and Global Diving & Salvage, Inc., a WA State corporation ("Contractor") and is dated and effective as of _____.

This Work Order is subject to the terms and conditions of Statewide Contract No. 16122.

Both the Purchaser and the Contractor are responsible for ensuring the work performed is within the scope of this Work Request. The Purchaser must monitor proper compliance with the terms of this Work Request.

Statement of Work: Purchaser Fill In Description

Note: Contractor must send invoices to the Purchaser Invoice Address specified on page 1 of the Work Request Form.

Contractor



7/28/23

(Signature) Authorized Representative (Date)

**W/O Manager
(Print):**

Kristofer Lindberg

Telephone No.: 206 898-0949

Email:

klindberg@gdiving.com

Purchaser Approval (Authorized Signatory)

(Signature)

(Date)

Print Name: _____ Phone: _____

Email: _____

Work Order Manager Approval

(Signature)

(Date)

Print Name: _____ Phone: _____

Email: _____

WORK REQUEST - CONTRACT 16122 (VESSEL REMOVAL, DISPOSAL OR SALVAGE SERVICES FOR DERELICT VESSELS) VENDOR FORM	
Purchaser Work Request Number:	Port Orchard WN 8275 NS Sailboat
Vendor Name:	Global Diving & Salvage, Inc.
Vendor Address:	3840 W Marginal Way SW, Seattle, WA 98106
Vendor Contact Name:	Kristofer Lindberg
Vendor Phone No.:	206-623-0621
Vendor Email:	klindberg@gdiving.com
Project Manager Name:	Kristofer Lindberg
Project Manager Phone:	206-898-0949
Vendor's Work Plan:	<p>Global will mobilize an appropriate environmental support vessel to shift the derelict vessel from the Dekalb Pier to the nearby boatyard to be hauled from the water.</p> <p>The vessel will be cleared of any house hold hazardous materials and any hydrocarbons prior to being disposed of with the local, permitted waste handler and recycler.</p> <p>Bills of lading and scale tickets will be provided for all materials.</p>
Other Information:	Global acknowledges that this is a prevailing wage job at Kitsap County rates. Both a Notice of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid will be submitted to the Washington State Department of Labor and Industries.
Quotation:	\$7,885.00
Prompt Payment Discount:	<u> 1 </u> % <u> 10 </u> Days
Subcontractors (if applicable):	Yachtfish Boatyard

WORK REQUEST STATE OF WASHINGTON

This Purchaser work request ("Work Order") pertaining to Statewide Contract No. 16122 is made and entered into by and between Purchaser, and Global Diving & Salvage, Inc., a WA State corporation ("Contractor") and is dated and effective as of _____.

This Work Order is subject to the terms and conditions of Statewide Contract No. 16122.

Both the Purchaser and the Contractor are responsible for ensuring the work performed is within the scope of this Work Request. The Purchaser must monitor proper compliance with the terms of this Work Request.

Statement of Work: Purchaser Fill In Description

Note: Contractor must send invoices to the Purchaser Invoice Address specified on page 1 of the Work Request Form.

Contractor



7/28/23

(Signature) Authorized Representative (Date)

**W/O Manager
(Print):**

Kristofer Lindberg

Telephone No.: 206 898-0949

Email:

klindberg@gdiving.com

Purchaser Approval (Authorized Signatory)

(Signature)

(Date)

Print Name: _____ Phone: _____

Email: _____

Work Order Manager Approval

(Signature)

(Date)

Print Name: _____ Phone: _____

Email: _____

WORK REQUEST STATEWIDE CONTRACT 16122 VESSEL REMOVAL, DISPOSAL OR SALVAGE SERVICES FOR DERELICT VESSELS	
Purchaser Requesting Work:	Port Orchard Police Department
Purchaser Work Request No.	
Purchaser Location:	Sinclair Inlet – Port Orchard
Purchaser Contact Name:	Sgt. Holden
Purchaser Phone No.:	360-337-9876
Purchaser Email:	THolden@portorchardwa.gov
Purchaser Billing Address:	546 Bay St.
Purchaser Billing Email:	NCrocker@portorchardwa.gov
Check which Category Applies	<input type="checkbox"/> Category A – Low Risk Removals <input type="checkbox"/> Category B – Low Risk Removals, up to 35’ <input type="checkbox"/> Category C – Higher Risk Removals <input type="checkbox"/> Category D – Salvage <input type="checkbox"/> Category E – Ship Deconstruction
Date Issued	July 16, 2023
Work Request Location:	Sinclair Inlet
Scope of Work:	1979 34’ Fantasy Boats of Florida (FBF) Fiberglass Pleasure Craft has SUNK about ¼ mile from shore, in tidal waters that fluctuate approximately 25-40 feet deep.
Other Factors/Information:	Vessel Sunk July 10 th , 2023. No Sheen from any fluids.
Expected Period of Work:	ASAP
Site Visit Date & Time:	At your convenience
BID DUE DATE & TIME:	July 30 th @ 1700
Submit Proposals and/or Questions to:	Sgt. Holden Proposals can be submitted via THolden@portorchardwa.gov on or before the bid due date.
Awarded Contractor:	<p>Purchaser will determine if the proposal is responsive to Purchaser’s published Work Request. Purchaser also will evaluate pricing. The Bidder with the lowest evaluation price will be SELECTED as ASB for Purchaser’s Published Work Request.</p> <p>The Purchaser then will review the ASB’s Work Plan, provided as part of the Bidder’s response to Purchaser’s published Work Request, for approval on a pass/fail basis. A Work Order/Contract for Purchaser’s published Work Request will be awarded to the responsive Bidder who has the lowest cost.</p>
Prevailing Wages:	<p>The Department of Labor and Industries will publish prevailing wage rates on the first business day of February and August of each year. The wage rates will become effective thirty (30) days following publication. For all contracts, the prevailing wage rates which are in effect on the Bid opening date or on the effective date of any extension of the contract are the wage rates that must be paid for the duration of the contract.</p> <p>Questions should be directed to the Industrial Statistician, Department of Labor and Industries, Employment Standards Division, PO Box 44540, Tumwater, WA</p>

	<p>98504-4540 (Telephone (360) 902-5334) or the Purchasing Activity. These wage rates are made part of this contract as though fully set forth herein.</p> <p>The Contractor must submit to the Industrial Statistician of the Department of Labor and Industries a "Statement of Intent to Pay Prevailing Wages." A copy of the approved intent statements must be submitted to the Purchaser in order to receive the first progress payment on this Contract. Following final acceptance of the project, Contractor must submit to the Industrial Statistician an "Affidavit of Wages Paid." An approved affidavit must be submitted to the Purchaser before they are authorized to release the retained funds.</p> <p>Each "Statement of Intent to Pay Prevailing Wages" or "Affidavit of Wages Paid" submitted for approval to the Industrial Statistician must be accompanied with the current filing fee.</p> <p>A copy of the approved Statement of Intent to Pay Prevailing Wages shall be posted at the job site with the address and telephone number of the Industrial Statistician, where a complaint or inquiry concerning prevailing wages may be made. If a dispute arises as to what are the prevailing rates of wages for a specific trade, craft or occupation, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his/her decision shall be final, conclusive and binding on all parties involved in the dispute.</p> <p>Vocationally handicapped workers, i.e., those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.</p> <p>Prevailing wage requirements do not apply to:</p> <ul style="list-style-type: none"> a) Sole owners and their spouses. b) Any partner who owns at least 30% of a partnership. c) The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation. d) Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.
Bid Documents – FIRM OFFER	<p>Bidder certifies that its bid pertaining to Purchaser's published Work Request is a firm offer which cannot be withdrawn for a time period of thirty (30) days from and after the specified bid due date. Purchaser may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such time period or until the protest and any related court action is resolved, whichever is later.</p>

WORK REQUEST - CONTRACT 16122 (VESSEL REMOVAL, DISPOSAL OR SALVAGE SERVICES FOR DERELICT VESSELS) VENDOR FORM	
Purchaser Work Request Number:	Work Order WN 3760 KX "Carioca"
Vendor Name:	Newalen, LLC
Vendor Address:	3907 SW 282 nd St, Newberry, FL 32669
Vendor Contact Name:	Andrea Guild
Vendor Phone No.:	509-953-4726
Vendor Email:	Newalen@live.com
Project Manager Name:	Todd Snyder
Project Manager Phone:	509-941-8200
Vendor's Work Plan:	<p>Newalen and Associated Underwater Services will move to the vessel within 10 days of contract acceptance. AUS will perform the dive work and will attach lift bags to raise the sunk sailboat. They anticipate 1-2 days of diving for this. Once raised, Newalen will tow the vessel to the Port Orchard City Dock with the lift bags on it. Newalen will remove the vessel from the water by winching onto our transport trailer at the launch. We anticipate being able to truck it ourselves, however won't know for sure until the vessel is out of the water and condition assessed. If unable to transport ourselves, then we will utilize Associated Boat Transport. If applicable, the vessel top will be cut down to legal height for transport. The vessel will go to our facility in Yakima for removal of all fuel, oil, fire extinguishers, batteries, etc. prior to final disposal. Newalen will transport to Caton Landfill in Naches, WA for disposal.</p> <p>Project duration: 1 week</p> <p>Photos and disposal slip from Caton will be provided.</p>
Other Information:	Schedule is weather dependent and based on dive company's availability
Quotation:	<p>\$ 29, 449.00</p> <p>Vendor – provide pricing (fixed price) , do not add sales tax</p>
Prompt Payment Discount:	<p>N/A</p> <p>_____ % _____ Days</p>

Subcontractors (if applicable):	Associated Underwater Services
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WORK REQUEST STATE OF WASHINGTON

This Purchaser work request ("Work Order") pertaining to Statewide Contract No. 16122 is made and entered into by and between Purchaser, and Newalen, LLC, a WA Limited Liability Company ("Contractor") and is dated and effective as of July 30, 2023.

This Work Order is subject to the terms and conditions of Statewide Contract No. 16122.

Both the Purchaser and the Contractor are responsible for ensuring the work performed is within the scope of this Work Request. The Purchaser must monitor proper compliance with the terms of this Work Request.

Statement of Work: Purchaser Fill In Description

Work Order WN 3760 KX "Carioca". 1979 34' Fantasy Boats of Florida (FBF) Fiberglass Pleasure Craft has SUNK about ¼ mile from shore, in tidal waters that fluctuate approximately 25-40 feet deep.

Note: Contractor must send invoices to the Purchaser Invoice Address specified on page 1 of the Work Request Form.

Contractor

Newalen, LLC

Andrea Guild

(Signature) Authorized Representative 7/30/2023

**W/O Manager
(Print):**

Andrea Guild

Telephone No.:

509-953-4726

Email:

Newalen@live.com

Purchaser Approval (Authorized Signatory)

(Signature)

(Date)

Print Name: _____ Phone: _____

Email: _____

Work Order Manager Approval

(Signature)

(Date)

Print Name: _____ Phone: _____

Email: _____

City of Port Orchard

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

PURCHASE ORDER

Global Diving & Salvage, Inc.
3840 W Marginal Way SW
Seattle, WA 98106

P.O. No. 071-23**Date: September 12, 2023**

Newalen, LLC
3907 SW 282nd St
Newberry, FL 32669

Bill To:

Attn: Accounts Payable
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366
ap@portorchardwa.gov

Ship To:

City of Port Orchard Police Department
546 Bay Street
Port Orchard, WA 98366

Ordered By:

Trey Holden
Police Department

Authorized Signature:

City Clerk or Authorized Representative Signature

Qty		Unit Price	Total
	Acquire Services for Derelict Vessel Removal and Acceptance of Department of Natural Resources Reimbursement through the Derelict Vessel Removal Program		
1	Global Diving & Salvage, Inc.—WN 209 CA Sailboat	\$7,985.00	\$7,985.00
1	Global Diving & Salvage, Inc.—WN 8275 NS Sailboat	\$7,885.00	\$7,885.00
1	Newalen, LLC—WN 3760 KX “Carioca” Fixed price, do not add sales tax	\$29,449.00	\$29,449.00
	**DES Contract No. 16122		
	**Applicable sales tax will apply		
	*See attached Work Requests for more information		
	IF TOTAL COST IS OVER \$7,500.00 ATTACH PROCUREMENT DOCUMENTS		

THIS ORDER IS A CONFIRMATION	Yes
THIS ORDER IS NOT A CONFIRMATION	
ACCOUNT CODE	

Subtotal	\$45,319.00
Sales Tax (9.3%) on 2 boats	\$1,475.91
Bal Due	\$46,794.91



Agenda Staff Report

Agenda Item No.:	<u>Consent Agenda 4G</u>	Meeting Date:	<u>September 12, 2023</u>
Subject:	<u>Approval of Amendment No. 1 to Contract</u>	Prepared by:	<u>Debbie Lund</u>
	<u>No. 001-17 with the Doctor’s Clinic for</u>		<u>HR Director</u>
	<u>Employment Related Medical Services</u>	Atty Routing No.:	<u>366922-0008</u>
		Atty Review Date:	<u>August 2, 2023</u>

Summary: The City of Port Orchard has had a contract with the Doctor’s Clinic in place since 2017 for employer required medical services for employees (e.g., testing, vaccinations, etc.). The list of services needed from the Doctor’s Clinic has expanded to include such things as Hepatitis B vaccinations for employees. In addition, the City has been notified of a price increase for some services, effective September 1, 2023.

Therefore, an amendment to the contract is needed. This amendment will allow for price increases to be absorbed without further action of the council, an expansion of authorized services including Hepatitis B vaccinations, and provide for services currently being offered to the Police Department to be provided under the 2017 contract terms.

Recommendation: Staff recommends authorization of this first amendment to Contact number 001-17 with the Doctor’s Clinic.

Relationship to Comprehensive Plan: N/A

Motion for consideration: “I move to authorize the Mayor to sign Amendment No. 1 to Contract No. 001-17 with the Doctor’s Clinic, as presented.”

Fiscal Impact: Minimal and within budget.

Alternatives: None.

Attachments: Contract 001-17
Amendment 1

CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 30th day of January 2017, 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 Rob Putaansuu

Phone: 360.876.4407 Fax: 360.895.9029

and The Doctor's Clinic, Part of Franciscan Medical Group, Occupational Medicine Department, an Occupational Medicine Clinic, organized under the Laws of the State of Washington, doing business at:

The Doctors Clinic, PC (hereinafter the "CONSULTANT")

9621 Ridgetop Blvd NW

Silverdale, WA 98383

Contact: Marisa Clauson

Phone: 360-782-3609 Fax: 360-782-3345

for professional services in connection with the following Project:

DOT/CDL Exam and Certifications which includes basic hearing and vision testing for the exam, required vital signs, required urinalysis, and Pulmonary Function tests as appropriate.

TERMS AND CONDITIONS

1. Services by Consultant.

A. The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City and Consultant 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. Consultant shall perform the services described above. If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

City of Port Orchard

Name of Contract

Professional Service Agreement Contract No. 001 -17

3. **Terms.** This Agreement shall commence on January 30th, 2017, and shall continue until terminated in writing by either party.

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 \$ _____ without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "
- ☒ OTHER.
- DOT physical exam - \$100.00
General physical exam- \$82.00
OSHA Respirator Questionnaire only- \$26.00
PFT (Spirometry) w/questionnaire- \$49.00
Respirator Physical (if needed) - \$43.00

5. **Payment.**

A. Consultant shall provide 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. Consultant shall keep 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, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

City of Port Orchard

Name of Contract

Professional Service Agreement Contract No. 001 -17

6. Discrimination and Compliance with Laws

A. 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 terms 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. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for 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 or Consultant with 60 days advance notification.

B. Termination with cause. The Agreement may be terminated upon the default of either party.

City of Port Orchard

Name of Contract

Professional Service Agreement Contract No. 001 -17

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 Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to compensation in accordance with Section 4. above for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. 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 by the Consultant.* 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.

3. *Default by the City:* If the Agreement is terminated for default, the City shall submit payment to the Consultant within 15 calendar days of the termination for all services performed under this agreement prior to the date of termination.

D. Suspension. The City or the Consultant 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. The Consultant may suspend service, at its sole discretion, for non-payment of services performed. Payment shall be made in accordance with the Section 5b of this agreement. Once timely payments have been received from the City by the Consultant, the suspension may be lifted.

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

9. **Standard of Care.** 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 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 City, shall be forwarded to City at its request and may be used by 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 Consultant pursuant to this Agreement shall

City of Port Orchard

Name of Contract

Professional Service Agreement Contract No. 001 -17

be submitted to City.

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 Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

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 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the 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.

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. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
2. Professional Liability insurance appropriate to the Consultant's profession.

City of Port Orchard

Name of Contract

Professional Service Agreement Contract No. 001 -17

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. 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.

D. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements upon request.

14. Assigning or Subcontracting. 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 Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Rob Putaansuu
Mayor
216 Prospect Street
Port Orchard, WA 98366

Phone: 360.876.4407
Fax: 360.895.9029

THE DOCTORS CLINIC
Part of Franciscan Medical
Group
Attn: Marisa Clauson
9621 Ridgetop Blvd NW
Silverdale, WA 98383

Phone: 360.782-3609
Fax: 360.782.3345

City of Port Orchard
Name of Contract
Professional Service Agreement Contract No. 001 -17

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 attorney's 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.

City of Port Orchard

Name of Contract

Professional Service Agreement Contract No. 001 -17

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

CITY OF PORT ORCHARD,
WASHINGTON

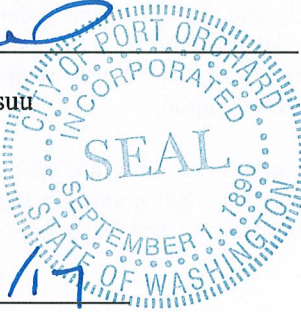
By: _____

Rob Putaansuu

Mayor

Date: _____

2/15/17



CONSULTANT

By: _____

Name: _____

Title: UP NETWORK STRATEGY & CONTRACTING

Date: _____

1/30/17

Attest:

By: _____

Brandy Rinearson, CMC

City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

City of Port Orchard

Name of Contract

Professional Service Agreement Contract No. 001 -17

Amendment No. 1 to Contract No. 001-17

**CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT WITH
THE DOCTOR'S CLINIC**

THIS FIRST AMENDMENT to Contract No. 001-17 ("Amendment") is entered into between the City of Port Orchard, a Washington municipal corporation ("City") and The Doctor's Clinic, part of Franciscan Medical Group, Occupational Medicine Clinic ("Consultant"), organized under the Laws of the State of Washington. City and Consultant are each a "Party" and together "Parties" to this Amendment.

WHEREAS, on the 15th of February, 2017, the City executed a Professional Services Agreement for DOT/CDL Exam and Certification Services with the Consultant ("Underlying Agreement"); and

WHEREAS, the City desires to amend the Agreement to include Hepatitis B vaccination services; and

WHEREAS, Consultant has advised the City of a rate increase effective September 1, 2023; and

WHEREAS, the City desires to incorporate services currently provided by Consultant to the Police Department into this Agreement; and

WHEREAS, the City desires to update the contacts for the services provided;

NOW, THEREFORE, it is agreed by and between the parties thereto as follows:

1. **Amendment to Scope.** Hepatitis B vaccination services are added to the professional services authorized pursuant to the Underlying Agreement.

2. **Amendment.** Section 4 of the Agreement is hereby amended to read as follows:

Compensation.

Compensation for examinations scheduled by or at the request of Human Resources shall be as follows:

DOT physical exam - \$100.00; \$110.00, effective September 1, 2023
General physical exam - \$82.00; \$85.00, effective September 1, 2023
Comprehensive physical exam - \$146.00
OSHA Respirator Questionnaire only - \$26.00
PFT (Spirometry) w/ questionnaire - \$49.00
Respirator Physical (if needed) - \$43.00
Audiogram - \$35.00
Hepatitis B Vaccination - \$75.00 per dose

Compensation for Examinations scheduled by or at the request of the Police Department
Exams and rates shown on Exhibit "A"

Rates may be adjusted on an as needed basis by written agreement of the parties as an addendum to this Agreement.

3. **Amendment.** Section 15 of the Agreement is hereby amended to read as follows:

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

For contractual matters or services
scheduled by or at the request of Human
Resources:

Human Resource Director
216 Prospect Street
Port Orchard, WA 98366

Phone: 360-876-7014
Fax: 360-895-9029

THE DOCTORS CLINIC
Part of Franciscan Medical Group
Attn: Marisa Clauson
9621 Ridgetop Blvd NW
Silverdale, WA 98383

Phone: 360-782-3609
Fax: 360-782-3345

For services scheduled by or at the request
of the Police Department

Police Chief
216 Prospect Street
Port Orchard, WA 98366

Phone: 360-876-1700
Fax: 360-876-5546

4. **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.

5. **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.

6. **Effective date.** This Amendment shall be effective as of August 9, 2023.

DATED this 15th day of August, 2023.

CITY OF PORT ORCHARD, WASHINGTON

THE DOCTOR'S CLINIC

Robert Putaansuu, Mayor

DocuSigned by:
Marisa Clauson
1308A081E44640C...

Signature

ATTEST/AUTHENTICATED:

Marisa Clauson

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney



Exhibit A

Occupational Health Service Contract

Date: April 6, 2023

Services:

Price:

Pre-Employment Basic Physical (Volunteer)	\$ 85.00
LEFF II Physical Exam (Career FF)	\$ 146.00
6 Panel Instant Drug Screen	\$ 41.00
MRO Service	\$ 15.00
Audiogram	\$ 35.00
EKG	\$ 37.00
7 View Spine & 2 View Chest X-ray (Career FF)	\$ 179.00
CBC	\$ 27.00
CMP	\$ 30.00
Lipid	\$ 46.00
Urinalysis/micro	\$ 12.00
Specimen Collection (Blood Collection)	\$ 13.00
Hep B Series (each 3)	\$ 65.00
Immunization Administration	\$ 10.00
Hep B Titer	\$ 37.00
Hep C Titer	\$ 43.00

*Please note, appointments not cancelled 24 hours in advance of the scheduled time may incur a no show fee.

AGREEMENT:

I have reviewed services requested and fees beginning April 6, 2023. I authorize services being rendered to employees referred to The Doctors Clinic, A Part of Franciscan Medical Group, Occupational Medicine Department.

COMPANY: Port Orchard Police



Authorized Signature

Title

Date

TERMS: Payment is due in full 30 days from billing date. Renewal contracts may be provided yearly.

Services provided at:
The Doctors Clinic, a Part of Franciscan Medical Group
Occupational Medicine Clinic
9621 Ridgetop Blvd NW Silverdale, WA 98383
Office 360-782-3300 Fax 360-782-3345



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 4H
Subject: Adoption of a Resolution Approving the
Purchase of an Elgin Broom Bear Sweeper
from the Equipment Rental Revolving
Fund 500

Meeting Date: September 12, 2023
Prepared by: Jacki Brown
Interim Public Works
Director
Atty Routing No.: 366922-0009
Atty Review Date: September 5, 2023

Summary: The Public Works Department has identified new equipment necessary for continued operations in 2023. Staff identified the need to purchase an Elgin Broom Bear Sweeper (the “Vehicle”) to replace ER&R No. 1065, the Broom Bear Sweeper, that is scheduled for replacement in 2023 from the Equipment Rental and Revolving Fund 500 (“ER&R”). The 2023-2024 ER&R budget includes \$455,000 for the purchase of the replacement Vehicle.

The City is a member of purchasing cooperative Sourcewell (via City Contract No. C075-14) which allows the City to utilize contracts procured by Sourcewell for services and purchases, so long as the City confirms the contract complies with all applicable statutory procurement requirements for the purchase or service, per RCW 39.34.030. Consistent with City Contract No. C075-14 and the City’s Procurement Procedures Policies, adopted as Resolution No. 036-22, as amended, the City’s Public Works Department identified Owen Equipment, as an authorized Elgin Sweeper Company dealer and as an approved vendor for the Vehicle, awarded via Sourcewell Contract No. 093021-ELG (“Sourcewell Contract”).

Staff requested a quote from the vendor, and on August 2, 2023, the City received a quote of \$439,029.78 from Owen Equipment for the vehicle. Staff confirmed the quote was consistent with the Sourcewell Contract pricing. Staff also confirmed the vehicle meets the City’s fleet standardization policies and at a cost of \$439,029.78 is within the limits of the 2023-2024 Biennial Budget. On August 21, 2023, the City Public Works Department completed the Interlocal Agreement Purchase Checklist for Elgin Sweeper Company - Sourcewell. Staff reviewed the procurement process utilized by Sourcewell for the Sourcewell Contract and confirmed the applicable procurement requirements were met and obtained all necessary documentation from Sourcewell and the vendor regarding procurement.

Further, Staff has identified additional expenses associated with the vehicle after delivery that are necessary to prepare the vehicle for service. These expenses include the purchase/installation of a CB radio, licensing, and City logo decals. These items are all estimated to cost \$2,186.00 (within the \$455,000 ER&R budget authority for the vehicle purchase). However, these items are not included in

the Sourcewell Contract and staff will follow the City's Procurement Procedures Policies for the purchase of these items.

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

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

Relationship to Comprehensive Plan: N/A

Motion for consideration: "I move to adopt a Resolution authorizing the purchase of a vehicle and associated expenses from Elgin Sweeper Company via Owen Equipment."

Fiscal Impact: Sweeper \$439,029.78 (excluding registration fees) is included in the 2023-2024 Budget (GL Code: 500.10.594.35.60).

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

Total Estimated Cost of vehicle and all related equipment/items: \$441,215.78.

Alternatives: Do not approve and provide alternative guidance.

Attachment:Resolution

Exhibit A-Quote

Interlocal Agreement Checklist

ER&R Purchase request

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING
THE PURCHASE OF AN ELGIN BROOM BEAR SWEEPER FROM THE EQUIPMENT
RENTAL REVOLVING FUND 500 AND DOCUMENTING PROCUREMENT
PROCEDURES.**

WHEREAS, the City's Broom Bear Sweeper (ER&R #1065) is scheduled for replacement in 2023 as part of the Equipment Rental and Revolving Fund 500 (ER&R) replacement process; and

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

WHEREAS; consistent with City Contract No. C075-14 and the City's Procurement Procedures Policies, adopted as Resolution No. 036-22, as amended, the City's Public Works Department identified Owen Equipment as an authorized Elgin Sweeper Company dealer and an approved vendor for the desired sweeper through Sourcewell Contract No. 093021-ELG (Sourcewell Contract); and

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

WHEREAS, Public Works staff requested a quote and on August 2, 2023, received a quote from Owen Equipment of \$397,671.90 (plus applicable tax), for a total purchase price of \$439,029.78; and

WHEREAS, on August 21, 2023, the City's Public Works Department completed the Interlocal Agreement Purchase Checklist for the selected vendor and confirmed the quote was consistent with the Sourcewell Contract; and

WHEREAS, the 2023-2024 Biennial Budget includes \$455,000 in the Equipment Rental and Revolving Fund 500 (ER&R) for the purchase of a replacement sweeper; and

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

WHEREAS, the Elgin Sweeper Company (via Owen Equipment) Quote, attached as Exhibit A, is for the purchase of ER&R Equipment in an amount that exceeds the \$35,000 authorization limit; and

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

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

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

THAT: The City Council approves the purchase of an Elgin Broom Bear Sweeper and associated equipment from Elgin Sweeper Company via Owen Equipment in the amount of \$439,029.78 (applicable tax included). The Mayor or his designee is authorized to take all actions necessary to effectuate the purchase consistent with this authorization.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 12th day of September 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



Prepared For,
City of Port Orchard
1535 Vivian Ct.
Port Orchard, WA 98366

MODEL: BROOM BEAR
EFFECTIVE DATE: 02/06/2023
SUPERCEDES ALL PREVIOUS PRICE LISTS
DEALER PRICE LIST (U.S. DOLLARS)
REV# 1 Sourcewell 093021-ELG

Contact Representative: Edward Tuck

(253) 499-3514

etuck@owenequipment.com

QUANTITY	PART NUMBER	MODEL DESCRIPTION	2023 LIST PRICE	2023 EXTENDED
	1113136	BROOM BEAR DUAL-M2 Conveyor squeegee, variable height, right side dumping, 4.5 cu. yd. hopper , with dual, hydraulically driven, trailing arm sidebrooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and including the standard features listed below.	\$207,020.00	\$0.00
1	1126378	BROOM BEAR DUAL-M2 Conveyor squeegee, variable height, right side dumping, 5.4 cu. yd. hopper , with dual, hydraulically driven, trailing arm sidebrooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and including the standard features listed below.	\$208,995.00	\$208,995.00
	1125527	BROOM BEAR DUAL-AUTOCAR Conveyor squeegee, variable height, right side dumping, 4.5 cu. yd. hopper , with dual, hydraulically driven, trailing arm sidebrooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and including the standard features listed below.	\$207,020.00	\$0.00
	1125961	BROOM BEAR DUAL-AUTOCAR Conveyor squeegee, variable height, right side dumping, 5.4 cu. yd. hopper , with dual, hydraulically driven, trailing arm sidebrooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and including the standard features listed below.	\$208,995.00	\$0.00
	SPECIAL	BROOM BEAR DIESEL-HYBRID OPTION Must choose a TOP LEVEL with this option. Contact Inside Sales to confirm options and compatibility	\$372,435.00	\$0.00
CHASSIS				
	1122061	FL M2 W/HEATED MIRRORS (LIMITED QTY) (USE WITH 4.5YD HOPPER)	CONTACT INSIDE SALES	\$0.00
1	1126675	FL M2 W/HEATED MIRRORS (LIMITED QTY) (USE WITH 5.4 YD HOPPER)	CONTACT INSIDE SALES	\$0.00
	1127276	IH W/HEATED MIRRORS (LIMITED QTY) (USE WITH 4.5YD HOPPER)	CONTACT INSIDE SALES	\$0.00
	1126098	AUTOCAR CHASSIS	CONTACT INSIDE SALES	\$0.00
CHASSIS MOUNTING CHARGE				
	1122083	M2 - CHASSIS ALTERATIONS (USE WITH 4.5 HOPPER)	\$3,585.00	\$0.00
1	1123197	M2 - CHASSIS ALTERATIONS (USE WITH 5.4 HOPPER)	\$3,585.00	\$3,585.00
	1125473	IH - CHASSIS ALTERATIONS	\$3,585.00	\$0.00
	1126099	AUTO CAR - CHASSIS ALTERATIONS	\$3,585.00	\$0.00
	SPECIAL	CUSTOMER SUPPLIED CHASSIS ALTERATIONS	CONTACT INSIDE SALES	\$0.00
	CSC-HANDLING	CUSTOMER SUPPLIED HANDLING CHARGE	\$3,895.00	\$0.00

NOTE: Customer Supplied Cassis Requires Both The Chassis Alterations and the Handling Charge

NOTE: A BODY includes the cost of Elgin standard white finish paint. It does not however, include the price of the chassis.

NOTE: The chassis being supplied by a customer or dealer **must** comply completely with all Elgin requirements or the chassis will be modified at dealer's expense.

NOTE: For cost of sweeper mounted on any other chassis, consult factory.

NOTE: One year warranty on all Elgin supplied parts and labor. Consult your Elgin dealer for full warranty details.

STANDARD FEATURES

1	0701681	BROOM BEAR OPERATORS MANUAL	STANDARD	\$0.00
1	0702241	BROOM BEAR PARTS BOOK	STANDARD	\$0.00
1	0730166	BROOM MEASUREMENT RULER	STANDARD	\$0.00
1	1032481	16' 8" WATER FILL HOSE	STANDARD	\$0.00
1	0701707	MACHINE DELIVERY PACKET	STANDARD	\$0.00
1	0702020	ELGIN SAFETY MANUAL	STANDARD	\$0.00

Broom side, 46 "steel vertical digger 4 or 5 segment
Broom side, air floating suspension with adjustable pin stops, air deploy
Broom, main, 34" diameter, 60" wide prefab disposable
Camera, Rear with in-cab monitor
Conveyor chain, hardened with polyurethane sprockets
Conveyor, 11 flight squeegee with rubber edging
Conveyor, lift independent from main broom
Conveyor, three piece replaceable wear plates
Conveyor flush out system
Conveyor raise in reverse
Conveyor stall alarm
Spring Assisted Dirt shoes, heavy duty single row carbide steel (rubber isolated)
Electric backup alarm
Hopper inspection door
Hopper, 4.5 cu yd with window and skylight
Hopper up indicator and beep
Hopper, variable high dump, **11'2"**, 4.5 yard
Hose, hydrant fill, 16'8" (5080 mm) with strainer and coupling
Hydraulic oil level gauge w/ external thermometer and in-cab level light
Hydraulic system, load sensing with selectable transmission driven PTO pump

Lights, automatic backup
Lights, combination tail/stop, separate amber signal
Lights, flood light, one per broom (3)
Manuals, operator and parts
Mechanical mainbroom suspension
Rear broom cover and anti-carryover wrap
Rear broom spray bar
Rear right hand flood light
Reflectors, set of 6
Sidebroom speed control, external to cab
Sweep resume / raise in reverse
Tactile controls for all sweep functions
Tool storage
Water fill, anti-siphon
Water level indicator in-cab
Water Pump, electric diaphragm
Water tank, molded polyethylene,
360 gallon total nominal capacity



Prepared For,
City of Port Orchard
1535 Vivian Ct.
Port Orchard, WA 98366

MODEL: BROOM BEAR
EFFECTIVE DATE: 02/06/2023
SUPERCEDES ALL PREVIOUS PRICE LISTS
DEALER PRICE LIST (U.S. DOLLARS)
REV# 1 Sourcewell 093021-ELG

Contact Representative: Edward Tuck

(253) 499-3514

etuck@owenequipment.com

QUANTITY	PART NUMBER	MODEL DESCRIPTION	2023 LIST PRICE	2023 EXTENDED
----ALARMS/INDICATORS----				
1	1101528	LATCHING ELEVATOR REVERSE AND ALARM	\$505.00	\$505.00
1	1117644	O-SMART BACKUP ALARM INSTALL	\$380.00	\$380.00
	1104970	HOPPER UP CONSTANT ALARM	\$465.00	\$0.00
1	1104705	HOPPER FULL INDICATOR	\$1,105.00	\$1,105.00
-----AUTO LUBE-----				
	1140400	MIDWEST AUTO LUBE - SWEEPER ONLY	\$6,875.00	\$0.00
-----ADDITIONAL MANUALS-----				
	701681	BROOM BEAR OPERATORS MANUAL	\$60.00	\$0.00
1	702461	BROOM BEAR SERVICE MANUAL	\$115.00	\$115.00
	702241	BROOM BEAR PARTS BOOK	\$110.00	\$0.00
-----BROOMS-----				
	1035616	DOUBLE WRAP MAINBROOM	\$605.00	\$0.00
	1035617	POLY/WIRE WAFER MAINBROOM	\$735.00	\$0.00
	1058158	STRIP MAINBROOM (URB)	\$600.00	\$0.00
	1077151	URB STRIP MAINBROOM W/CENTER SWEEP MANDREL	\$600.00	\$0.00
	1095046	ALUMINUM SIDEBROOM SEGMENTS - BLUE STEEL	\$2,490.00	\$0.00
	1096691	DEDUCT MAIN BROOM & CORE	-\$235.00	\$0.00
	1115524	HYDRAULIC FLOAT MAINBROOM SUSPENSION	\$0.00	\$0.00
	1116748	HYDRAULIC SIDEBROOM WITH HYDRAULIC MAINBROOM SUSPENSION (MUST SELECT HYDRAULIC MAINBROOM SUSPENSION OPTION)	\$0.00	\$0.00
	1115679	IN CAB HYDRAULIC FLOAT SIDEBROOMS (NOT COMPATIBLE WITH HYDRAULIC MAINBROOM SUSPENSION)	\$0.00	\$0.00
-----DECALS-----				
1	1102781	RED DECALS - BROOM BEAR	\$0.00	\$0.00
	1102782	WHITE DECALS - BROOM BEAR	\$0.00	\$0.00
	1101037	SLOW MOVING VEHICLE SIGN	\$200.00	\$0.00
	1122929	SHIP DECALS AND SWOOSH LOOSE IN HOPPER	\$0.00	\$0.00
-----GAUGES-----				
1	1101379	BROOM HOUR METERS	\$530.00	\$530.00
1	1111656	HYDRAULIC OIL TEMP DISPLAY (IN CAB)	\$415.00	\$415.00
-----HOPPER-----				
	1104503	LIFELINER HOPPER SYSTEM W/WARRANTY 4.5 cu. yd.	\$5,945.00	\$0.00
1	1104350	LIFELINER HOPPER SYSTEM W/WARRANTY 5.4 cu. yd.	\$7,140.00	\$7,140.00
	1139030	O-URELINED LONG CHUTE 48" (4.5 cu. yd.)	\$1,675.00	\$0.00
1	1126004	O-URELINED LONG CHUTE 56" (5.4 cu. yd.)	\$1,825.00	\$1,825.00
1	1120315	A-HOPPER INTR FLDLT, 4MF	\$1,110.00	\$1,110.00
	1101951	STAINLESS STEEL HOPPER	\$14,595.00	\$0.00
	1115491	EXTENDED HOPPER DOOR	\$1,235.00	\$0.00
-----LIGHTS-----				
	1103553	PACKAGE 1: SINGLE REAR/SINGLE HOPPER BEACON; LED WITH GUARD	\$2,465.00	\$0.00
	1103533	PACKAGE 2: DUAL REAR/SINGLE HOPPER BEACON; LED WITH GUARD	\$3,350.00	\$0.00
1	1125926	PACKAGE 3: DUAL REAR/SINGLE HOPPER BEACON; LED WITH GUARD & LED ARROWSTICK	\$5,260.00	\$5,260.00
	1104618	PACKAGE 4: SINGLE REAR/SINGLE HOPPER MOUNT AND GUARD - W/O BEACONS	\$2,055.00	\$0.00
	1104619	PACKAGE 5: DUAL REAR/SINGLE HOPPER MOUNT AND GUARD - W/O BEACONS	\$2,550.00	\$0.00
1	1102735	LED STOP/TAILO/TURN/REAR ID/CLEARANCE LIGHTS	\$430.00	\$430.00
	1125927	REAR MOUNTED LED ARROWSTICK	\$2,200.00	\$0.00
1	1102736	(2) REAR LOW MOUNTED OVAL AMBER LED FLASHERS	\$560.00	\$560.00
1	1103898	(2) REAR HIGH MOUNTED OVAL AMBER LED FLASHERS	\$565.00	\$565.00
	1104481	ARROWBOARD - REAR	\$2,690.00	\$0.00
-----PAINT-----				
1	4810001	PAINT SWEEPER STANDARD WHITE	\$0.00	\$0.00
	4811003	PAINT SWEEPER YELLOW RAL 1003	\$615.00	\$0.00
	4811007	PAINT SWEEPER YELLOW RAL 1007	\$825.00	\$0.00
	4811018	PAINT SWEEPER YELLOW RAL 1018	\$600.00	\$0.00
	4811023	PAINT SWEEPER YELLOW RAL 1023	\$645.00	\$0.00
	4811037	PAINT SWEEPER YELLOW RAL 1037	\$645.00	\$0.00
	4812008	PAINT SWEEPER ORANGE RAL 2008	\$600.00	\$0.00
	4812009	PAINT SWEEPER ORANGE RAL 2009	\$730.00	\$0.00
	4816018	PAINT SWEEPER GREEN RAL 6018	\$600.00	\$0.00
	SPECIAL	PAINT SWEEPER OTHER RAL THAN ABOVE	CONTACT INSIDE SALES	\$0.00
	SPECIAL	PAINT SWEEPER OTHER THAN ABOVE	CONTACT INSIDE SALES	\$0.00
-----PM10 OPTIONS-----				
1	1115481	PM10 COMPLIANT (RULE 1186)	\$4,065.00	\$4,065.00



Prepared For,
City of Port Orchard
1535 Vivian Ct.
Port Orchard, WA 98366

MODEL: BROOM BEAR
EFFECTIVE DATE: 02/06/2023
SUPERCEDES ALL PREVIOUS PRICE LISTS
DEALER PRICE LIST (U.S. DOLLARS)
REV# 1 Sourcewell 093021-ELG

Contact Representative: Edward Tuck

(253) 499-3514 etuck@owenequipment.com

QUANTITY	PART NUMBER	MODEL DESCRIPTION	2023 LIST PRICE	2023 EXTENDED
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-----SAFETY-----				
	1104991	REMOVE REAR CAMERA	\$0.00	\$0.00
	1095548	LEFT HAND SIDE CAMERA	\$765.00	\$0.00
1	1101037	A-SLOW MOVING VEHICLE	\$200.00	\$200.00
1	1115658	O+CAMERA (2) FRNT (1) REAR	\$1,205.00	\$1,205.00
1	9306848	TRIANGLE REFLECTIVE FLARES (3)	\$120.00	\$120.00

-----SWEEPER OPTIONS-----				
	1100660	LEFT HAND SIDEBROOM TILT	\$1,250.00	\$0.00
	1100656	RIGHT HAND SIDEBROOM TILT	\$1,255.00	\$0.00
1	1117071	LEFT HAND SIDEBROOM TILT W/INDICATOR	\$1,280.00	\$1,280.00
1	1117070	RIGHT HAND SIDEBROOM TILT W/INDICATOR	\$1,280.00	\$1,280.00
	1101385	RUBBER MOUNTED CARBIDE DRAG SHOES TWO-ROW (ILO STD)	\$980.00	\$0.00
	1102732	RUBBER DRAG-SHOES (ILO STD)	\$160.00	\$0.00
	1104238	BORON DRAG-SHOES (ILO STD)	\$200.00	\$0.00
	1104997	IN-CAB VARIABLE SPEED AND REVERSING BROOM CONTROL (ONLY COMPATIBLE WITH PM-10 OPTION)	\$2,700.00	\$0.00
	1104990	VARIABLE SPEED CONVEYOR	\$2,350.00	\$0.00
1	1122873	VARIABLE SPEED CONVEYOR & IN CAB VARIABLE SPEED & REVERSE CONTROL SIDEBROOMS	\$4,985.00	\$4,985.00
1	1106049	HEAVY DUTY LOWER ROLLER	\$1,555.00	\$1,555.00
1	1114619	RUBBER BELT CONVEYOR (ILO STANDARD SQUEEGEE)	\$0.00	\$0.00

-----TOOLS/TOOLBOXES-----				
	1053426	TOOL KIT	\$1,230.00	\$0.00
1	1036150	A- HYDRANT WRENCH	\$145.00	\$145.00
	1057687	TOOL BOX W/TOOLS	\$910.00	\$0.00

-----WATER SYSTEM-----				
1	1032484	25' WATER FILL HOSE (ILO 16' 8")	\$270.00	\$270.00
1	1108830	AIR PURGE FOR WATER SYSTEM	\$520.00	\$520.00
1	1113859	WATER SIDEBROOM FUNCTION CONTROL (ILO MANUAL) (USE WITHOUT EXTENDED SIDEBROOM REACH)	\$625.00	\$625.00
	1121603	WATER SIDEBROOM FUNCTION CONTROL (ILO MANUAL) (USE WITH EXTENDED SIDEBROOM REACH)	\$1,025.00	\$0.00

SUBTOTAL	\$248,770.00
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-----DISCOUNTS-----

1	DISC-124-SOURCEWELL	SOURCEWELL DISCOUNT 093021-ELG	\$7,463.10	-\$7,463.10
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Open Market Items

---M2 CHASSIS OPTIONS---				
1	CHASSIS	2025 FREIGHTLINER M2 WB=136 33K, EPA24	\$126,960.00	\$126,960.00
1	704007	FREIGHTLINER M2 SERVICE MANUAL	\$375.00	\$375.00
1	704006	FREIGHTLINER M2 OPERATOR MANUAL	\$60.00	\$60.00
1	704005	FREIGHTLINER M2 PARTS MANUAL	\$460.00	\$460.00
1	1075400	AM/FM/CD RADIO	\$0.00	\$0.00
1	1080756	FENDER MOUNTED MIRROR-LEFT HAND	\$865.00	\$865.00
1	1109607	12" CONVEX MIRRORS (ILO STD 8")	\$415.00	\$415.00
2	1081188	SPARE CHASSIS KEY	\$60.00	\$120.00
1	1123271	A + BAT DISCONNECT SW-CHASSIS	\$1,925.00	\$1,925.00
1	1081365	IN CAB AIR FILTER RESTRICTION INDICATOR	\$1,060.00	\$1,060.00
1	1081747	(2) AIR CLOTH HI-BACK	\$0.00	\$0.00
	1081748	(1) AIR CLOTH HI-BACK SEAT	\$0.00	\$0.00
	1120505	SPARE TIRE & WHEEL, BALANCED	\$1,675.00	\$0.00
	1081909	SINGLE ARM REST - VINYL	\$455.00	\$0.00
	1081910	DUAL ARM REST - VINYL	\$830.00	\$0.00
	1081911	SINGLE ARM REST - CLOTH	\$480.00	\$0.00
	1081912	DUAL ARM REST - CLOTH	\$890.00	\$0.00
	1081956	DAYTIME RUNNING LIGHTS	\$1,295.00	\$0.00
1	1102744	A-2 MIR MTD AMBER LED FLASHERS	\$655.00	\$655.00
1	1103751	A-SNGL CAB BCN LED	\$2,145.00	\$2,145.00
1	1090653	DUAL AIR HORNS	\$2,035.00	\$2,035.00
1	1140401	MIDWEST AUTOLUBE - SWEEPER/TRUCK	\$9,575.00	\$9,575.00
1	1101567	2 1/2 LB. FIRE EXTINGUISHER	\$275.00	\$275.00
	1101568	5 LB. FIRE EXTINGUISHER	\$330.00	\$0.00
1	1108053	FULL WIDTH FRONT SPRAY BAR	\$955.00	\$955.00
1	4820001	CAB STANDARD WHITE	\$0.00	\$0.00
	1063734	M2 (IN STOCK) CAB SPECIAL COLOR	\$5,595.00	\$0.00
	1115658	(2) FRONT CAMERAS (1) REAR CAMERA	\$1,205.00	\$0.00
	1120361	EXTENDED REACH RIGHT HAND SIDEBROOM (MUST SELECT IN CAB HYDRAULIC FLOAT SIDEBROOMS)	\$1,755.00	\$0.00
	1120782	EXTENDED REACH RIGHT AND LEFT HAND SIDEBROOMS (MUST SELECT IN CAB HYDRAULIC FLOAT SIDEBROOMS)	\$2,425.00	\$0.00



Prepared For,
City of Port Orchard
1535 Vivian Ct.
Port Orchard, WA 98366

MODEL: BROOM BEAR
EFFECTIVE DATE: 02/06/2023
SUPERCEDES ALL PREVIOUS PRICE LISTS
DEALER PRICE LIST (U.S. DOLLARS)
REV# 1 Sourcewell 093021-ELG

Contact Representative: Edward Tuck

(253) 499-3514

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QUANTITY	PART NUMBER	MODEL DESCRIPTION	2023 LIST PRICE	2023 EXTENDED
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-----NAVISTAR CHASSIS OPTIONS-----				
	4820001	CAB STANDARD WHITE	\$0.00	\$0.00
	1063731	NAV CAB PAINTED SPECIAL COLOR	\$4,435.00	\$0.00
	1108053	FULL WIDTH FRONT SPRAY BAR	\$955.00	\$0.00
	1086733	LEFT HAND FENDER MOUNTED MIRROR	\$640.00	\$0.00
	1101567	2 1/2 LB. FIRE EXTINGUISHER	\$275.00	\$0.00
	1101568	5 LB. FIRE EXTINGUISHER	\$330.00	\$0.00
	1091761	EXTRA KEY	\$85.00	\$0.00
	1091770	(2) ELECTRIC & (1) AIR HORN	\$2,280.00	\$0.00
	1099317	(1) ELECTRIC HORN	\$475.00	\$0.00
	1120361	EXTENDED REACH RIGHT HAND SIDEBROOM (MUST SELECT IN CAB HYDRAULIC FLOAT SIDEBROOMS)	\$1,755.00	\$0.00
	1120782	EXTENDED REACH RIGHT AND LEFT HAND SIDEBROOMS (MUST SELECT IN CAB HYDRAULIC FLOAT SIDEBROOMS)	\$2,425.00	\$0.00

-----FREIGHT RATES-----				
EFFECTIVE DATE: 01/01/2022				
	FRT-118-001	SELF SHIPPING DOCK CHARGE	\$975.00	\$0.00
	FRT-118-002	FREIGHT-IL,WI,IA,IN,MI,MN,KY	\$2,075.00	\$0.00
	FRT-118-003	FREIGHT-TN,WV,PA,NY	\$4,100.00	\$0.00
	FRT-118-004	FREIGHT-NH,VT,ME	\$4,805.00	\$0.00
	FRT-118-005	FREIGHT-NEW YORK CITY	\$5,360.00	\$0.00
	FRT-118-006	FREIGHT-ND,SD,NE,OK,KS,AR,AL,MO	\$3,625.00	\$0.00
	FRT-118-007	FREIGHT-AZ,UT	\$6,640.00	\$0.00
1	FRT-118-008	FREIGHT-CA,NV,ID,OR,WA	\$7,605.00	\$7,605.00
	FRT-118-009	FREIGHT-CHICAGO/MILWAUKEE	\$1,125.00	\$0.00
	FRT-118-010	FREIGHT - FL,LA,TX,NM,CO,WY,MT	\$5,395.00	\$0.00
	FRT-118-011	FREIGHT- OH,ST,LOUIS METRO	\$2,175.00	\$0.00
	FRT-118-012	FREIGHT- MS,GA,SC,NC,VA,MD	\$4,380.00	\$0.00
	FRT-118-013	FREIGHT - RI,DE,CT,NJ,MA	\$3,990.00	\$0.00
	FRT-118-014	FREIGHT - LAREDO, TX	\$7,950.00	\$0.00
	FRT-118-015	SPECIALIZED TRANSPORT EQUIPMENT	\$1,275.00	\$0.00

-----WARRANTY-----				
	EW-ME-NA-2PL	BROOM BEAR 2 ND YEAR PARTS/LABOR	\$3,510.00	\$0.00
	EW-ME-NA-3PL	BROOM BEAR 3 RD YEAR PARTS/LABOR	\$6,640.00	\$0.00
	EW-ME-NA-4PL	BROOM BEAR 4 TH YEAR PARTS/LABOR	\$9,455.00	\$0.00
	EW-ME-NA-5PL	BROOM BEAR 5 TH YEAR PARTS/LABOR	\$12,020.00	\$0.00

SPECIAL RFQ OPTIONS OR OTHER DESCRIPTIONS				
1	1130580	PIRANHA BRUSH SEGMENT SET - SIDE BROOMS	\$880.00	\$880.00

SWEeper TOTAL	\$397,671.90
Sales Tax (10.4%)	\$41,357.88
GRAND TOTAL	\$439,029.78

PROPOSAL DATE: 06/02/2023

QUOTE NUMBER: 2023-52729

Price List Date: 03/15/2023

PO NUMBER:

QTY: _____ Customer Initials: _____

PAYMENT TERMS: NET 10 DAYS FROM DATE OF INVOICE. 1.5% FINANCE CHARGE PER MONTH (18% ANNUAL RATE).

PROPOSAL NOTES:

- Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
- Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Elgin Sweeper Company prior to submittal of customer purchase order
- All prices quoted are in US Dollars unless otherwise noted.
- This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

_____ Date: _____



Prepared For,
City of Port Orchard
1535 Vivian Ct.
Port Orchard, WA 98366

MODEL: BROOM BEAR
EFFECTIVE DATE: 02/06/2023
SUPERCEDES ALL PREVIOUS PRICE LISTS
DEALER PRICE LIST (U.S. DOLLARS)
REV# 1 [Sourcewell](#) 093021-ELG

Contact Representative: Edward Tuck

(253) 499-3514 etuck@owenequipment.com

QUANTITY	PART NUMBER	MODEL DESCRIPTION	2023 LIST PRICE	2023 EXTENDED
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LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



ER&R

Replacement or Addition Purchase Request

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

Please attach the quote for vehicle / equipment.

Description of item: Elgin Broom Bear Sweeper							
Procurement method: Cooperative Purchasing- Sourcwell							
Department							
Water	Sewer	Storm	Street	Public Works	DCD	Police	Admin
		X					
Addition or Replacement							
	Addition to Fleet - Please state business case for addition:						
X	Replacement Vehicle / Equipment being replaced: 1065 - Broom Bear Sweeper						
Fleet Standardization							
	Requested Vehicle / Equipment follows fleet standardization						
	Requested Vehicle / Equipment DOES NOT follow Standardization. List items that are not fleet standard and reason for addition.						

X	Requested Vehicle / Equipment does not have a standard
Cost	
\$439,029.78	Fleet standard cost
\$2,186.00	Additional cost for consideration and business case: CB radio, licensing, city decals- \$2,186.00 (wsst included)
	TOTAL \$441,215.78

STANDARDS FOR VEHICLES

Police Department Standard Vehicle

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

Public Works and Planning Standard Truck

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

Administration and Planning Standard Vehicle

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

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


Department Director

9-1-23
Date

Approved for purchase by:

ER&R Representative

Date



Prepared For,
City of Port Orchard
1535 Vivian Ct.
Port Orchard, WA 98366

MODEL: BROOM BEAR
EFFECTIVE DATE: 02/06/2023
SUPERCEDES ALL PREVIOUS PRICE LISTS
DEALER PRICE LIST (U.S. DOLLARS)
REV# 1 Sourcewell 093021-ELG

Contact Representative: Edward Tuck

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QUANTITY	PART NUMBER	MODEL DESCRIPTION	2023 LIST PRICE	2023 EXTENDED
	1113136	BROOM BEAR DUAL-M2 Conveyor squeegee, variable height, right side dumping, 4.5 cu. yd. hopper, with dual, hydraulically driven, trailing arm sidebrooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and including the standard features listed below.	\$207,020.00	\$0.00
1	1126378	BROOM BEAR DUAL-M2 Conveyor squeegee, variable height, right side dumping, 5.4 cu. yd. hopper, with dual, hydraulically driven, trailing arm sidebrooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and including the standard features listed below.	\$208,995.00	\$208,995.00
	1125527	BROOM BEAR DUAL-AUTOCAR Conveyor squeegee, variable height, right side dumping, 4.5 cu. yd. hopper, with dual, hydraulically driven, trailing arm sidebrooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and including the standard features listed below.	\$207,020.00	\$0.00
	1125961	BROOM BEAR DUAL-AUTOCAR Conveyor squeegee, variable height, right side dumping, 5.4 cu. yd. hopper, with dual, hydraulically driven, trailing arm sidebrooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and including the standard features listed below.	\$208,995.00	\$0.00
	SPECIAL	BROOM BEAR DIESEL-HYBRID OPTION Must choose a TOP LEVEL with this option. Contact Inside Sales to confirm options and compatibility	\$372,435.00	\$0.00
CHASSIS				
	1122061	FL M2 W/HEATED MIRRORS (LIMITED QTY) (USE WITH 4.5YD HOPPER)	CONTACT INSIDE SALES	\$0.00
1	1126675	FL M2 W/HEATED MIRRORS (LIMITED QTY) (USE WITH 5.4 YD HOPPER)	CONTACT INSIDE SALES	\$0.00
	1127276	IH W/HEATED MIRRORS (LIMITED QTY) (USE WITH 4.5YD HOPPER)	CONTACT INSIDE SALES	\$0.00
	1126098	AUTOCAR CHASSIS	CONTACT INSIDE SALES	\$0.00
CHASSIS MOUNTING CHARGE				
	1122083	M2 - CHASSIS ALTERATIONS (USE WITH 4.5 HOPPER)	\$3,585.00	\$0.00
1	1123197	M2 - CHASSIS ALTERATIONS (USE WITH 5.4 HOPPER)	\$3,585.00	\$3,585.00
	1125473	IH - CHASSIS ALTERATIONS	\$3,585.00	\$0.00
	1126099	AUTO CAR - CHASSIS ALTERATIONS	\$3,585.00	\$0.00
	SPECIAL	CUSTOMER SUPPLIED CHASSIS ALTERATIONS	CONTACT INSIDE SALES	\$0.00
	CSC-HANDLING	CUSTOMER SUPPLIED HANDLING CHARGE	\$3,895.00	\$0.00

NOTE: Customer Supplied Cassis Requires Both The Chassis Alterations and the Handling Charge

NOTE: A BODY includes the cost of Elgin standard white finish paint. It does not however, include the price of the chassis.

NOTE: The chassis being supplied by a customer or dealer must comply completely with all Elgin requirements or the chassis will be modified at dealer's expense.

NOTE: For cost of sweeper mounted on any other chassis, consult factory.

NOTE: One year warranty on all Elgin supplied parts and labor. Consult your Elgin dealer for full warranty details.

STANDARD FEATURES				
1	0701681	BROOM BEAR OPERATORS MANUAL	STANDARD	\$0.00
1	0702241	BROOM BEAR PARTS BOOK	STANDARD	\$0.00
1	0730166	BROOM MEASUREMENT RULER	STANDARD	\$0.00
1	1032481	16' 8" WATER FILL HOSE	STANDARD	\$0.00
1	0701707	MACHINE DELIVERY PACKET	STANDARD	\$0.00
1	0702020	ELGIN SAFETY MANUAL	STANDARD	\$0.00

Broom side, 46" steel vertical digger 4 or 5 segment
Broom side, air floating suspension with adjustable pin stops, air deploy
Broom, main, 34" diameter, 60" wide prefab disposable
Camera, Rear with in-cab monitor
Conveyor chain, hardened with polyurethane sprockets
Conveyor, 11 flight squeegee with rubber edging
Conveyor, lift independent from main broom
Conveyor, three piece replaceable wear plates
Conveyor flush out system
Conveyor raise in reverse
Conveyor stall alarm
Spring Assisted Dirt shoes, heavy duty single row carbide steel (rubber isolated)
Electric backup alarm
Hopper inspection door
Hopper, 4.5 cu yd with window and skylight
Hopper up indicator and beep
Hopper, variable high dump, 11'2", 4.5 yard
Hose, hydrant fill, 16'8" (5080 mm) with strainer and coupling
Hydraulic oil level gauge w/ external thermometer and in-cab level light
Hydraulic system, load sensing with selectable transmission driven PTO pump

Lights, automatic backup
Lights, combination tail/stop, separate amber signal
Lights, flood light, one per broom (3)
Manuals, operator and parts
Mechanical mainbroom suspension
Rear broom cover and anti-carryover wrap
Rear broom spray bar
Rear right hand flood light
Reflectors, set of 6
Sidebroom speed control, external to cab
Sweep resume / raise in reverse
Tactile controls for all sweep functions
Tool storage
Water fill, anti-siphon
Water level indicator in-cab
Water Pump, electric diaphragm
Water tank, molded polyethylene,
360 gallon total nominal capacity



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QUANTITY	PART NUMBER	MODEL DESCRIPTION	2023 LIST PRICE	2023 EXTENDED
-----ALARMS/INDICATORS-----				
1	1101528	LATCHING ELEVATOR REVERSE AND ALARM	\$505.00	\$505.00
1	1117644	O-SMART BACKUP ALARM INSTALL	\$380.00	\$380.00
	1104970	HOPPER UP CONSTANT ALARM	\$465.00	\$0.00
1	1104705	HOPPER FULL INDICATOR	\$1,105.00	\$1,105.00
-----AUTO LUBE-----				
	1140400	MIDWEST AUTO LUBE - SWEEPER ONLY	\$6,875.00	\$0.00
-----ADDITIONAL MANUALS-----				
	701681	BROOM BEAR OPERATORS MANUAL	\$60.00	\$0.00
1	702461	BROOM BEAR SERVICE MANUAL	\$115.00	\$115.00
	702241	BROOM BEAR PARTS BOOK	\$110.00	\$0.00
-----BROOMS-----				
	1035616	DOUBLE WRAP MAINBROOM	\$605.00	\$0.00
	1035617	POLY/WIRE WAFER MAINBROOM	\$735.00	\$0.00
	1058158	STRIP MAINBROOM (URB)	\$600.00	\$0.00
	1077151	URB STRIP MAINBROOM W/CENTER SWEEP MANDREL	\$600.00	\$0.00
	1095046	ALUMINUM SIDEBROOM SEGMENTS - BLUE STEEL	\$2,490.00	\$0.00
	1096691	DUCT MAIN BROOM & CORE	-\$235.00	\$0.00
	1115524	HYDRAULIC FLOAT MAINBROOM SUSPENSION	\$0.00	\$0.00
	1116748	HYDRAULIC SIDEBROOM WITH HYDRAULIC MAINBROOM SUSPENSION (MUST SELECT HYDRAULIC MAINBROOM SUSPENSION OPTION)	\$0.00	\$0.00
	1115679	IN CAB HYDRAULIC FLOAT SIDEBROOMS (NOT COMPATIBLE WITH HYDRAULIC MAINBROOM SUSPENSION)	\$0.00	\$0.00
-----DECALS-----				
1	1102781	RED DECALS - BROOM BEAR	\$0.00	\$0.00
	1102782	WHITE DECALS - BROOM BEAR	\$0.00	\$0.00
	1101037	SLOW MOVING VEHICLE SIGN	\$200.00	\$0.00
	1122929	SHIP DECALS AND SWOOSH LOOSE IN HOPPER	\$0.00	\$0.00
-----GAUGES-----				
1	1101379	BROOM HOUR METERS	\$530.00	\$530.00
1	1111656	HYDRAULIC OIL TEMP DISPLAY (IN CAB)	\$415.00	\$415.00
-----HOPPER-----				
	1104503	LIFELINER HOPPER SYSTEM W/WARRANTY 4.5 cu. yd.	\$5,945.00	\$0.00
1	1104350	LIFELINER HOPPER SYSTEM W/WARRANTY 5.4 cu. yd.	\$7,140.00	\$7,140.00
	1139030	O-URELINED LONG CHUTE 48" (4.5 cu. yd.)	\$1,675.00	\$0.00
1	1126004	O-URELINED LONG CHUTE 56" (5.4 cu. yd.)	\$1,825.00	\$1,825.00
1	1120315	A-HOPPER INTR FLDLT, 4MF	\$1,110.00	\$1,110.00
	1101951	STAINLESS STEEL HOPPER	\$14,595.00	\$0.00
	1115491	EXTENDED HOPPER DOOR	\$1,235.00	\$0.00
-----LIGHTS-----				
	1103553	PACKAGE 1: SINGLE REAR/SINGLE HOPPER BEACON; LED WITH GUARD	\$2,465.00	\$0.00
	1103533	PACKAGE 2: DUAL REAR/SINGLE HOPPER BEACON; LED WITH GUARD	\$3,350.00	\$0.00
1	1125926	PACKAGE 3: DUAL REAR/SINGLE HOPPER BEACON; LED WITH GUARD & LED ARROWSTICK	\$5,260.00	\$5,260.00
	1104618	PACKAGE 4: SINGLE REAR/SINGLE HOPPER MOUNT AND GUARD - W/O BEACONS	\$2,055.00	\$0.00
	1104619	PACKAGE 5: DUAL REAR/SINGLE HOPPER MOUNT AND GUARD - W/O BEACONS	\$2,550.00	\$0.00
1	1102735	LED STOP/TAI/TURN/REAR ID/CLEARANCE LIGHTS	\$430.00	\$430.00
	1125927	REAR MOUNTED LED ARROWSTICK	\$2,200.00	\$0.00
1	1102736	(2) REAR LOW MOUNTED OVAL AMBER LED FLASHERS	\$560.00	\$560.00
1	1103898	(2) REAR HIGH MOUNTED OVAL AMBER LED FLASHERS	\$565.00	\$565.00
	1104481	ARROWBOARD - REAR	\$2,690.00	\$0.00
-----PAINT-----				
1	4810001	PAINT SWEEPER STANDARD WHITE	\$0.00	\$0.00
	4811003	PAINT SWEEPER YELLOW RAL 1003	\$815.00	\$0.00
	4811007	PAINT SWEEPER YELLOW RAL 1007	\$825.00	\$0.00
	4811018	PAINT SWEEPER YELLOW RAL 1018	\$600.00	\$0.00
	4811023	PAINT SWEEPER YELLOW RAL 1023	\$645.00	\$0.00
	4811037	PAINT SWEEPER YELLOW RAL 1037	\$645.00	\$0.00
	4812008	PAINT SWEEPER ORANGE RAL 2008	\$600.00	\$0.00
	4812009	PAINT SWEEPER ORANGE RAL 2009	\$730.00	\$0.00
	4816018	PAINT SWEEPER GREEN RAL 6018	\$600.00	\$0.00
	SPECIAL	PAINT SWEEPER OTHER RAL THAN ABOVE	CONTACT INSIDE SALES	\$0.00
	SPECIAL	PAINT SWEEPER OTHER THAN ABOVE	CONTACT INSIDE SALES	\$0.00
-----PM10 OPTIONS-----				
1	1115481	PM10 COMPLIANT (RULE 1186)	\$4,065.00	\$4,065.00



Prepared For,
City of Port Orchard
1535 Vivian Ct.
Port Orchard, WA 98366

MODEL: BROOM BEAR
EFFECTIVE DATE: 02/06/2023
SUPERCEDES ALL PREVIOUS PRICE LISTS
DEALER PRICE LIST (U.S. DOLLARS)
REV# 1 Sourcewell 093021-ELG

Contact Representative: Edward Tuck

(253) 499-3514

etuck@owenequipment.com

QUANTITY	PART NUMBER	MODEL DESCRIPTION	2023 LIST PRICE	2023 EXTENDED
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-----SAFETY-----				
	1104991	REMOVE REAR CAMERA	\$0.00	\$0.00
	1095548	LEFT HAND SIDE CAMERA	\$765.00	\$0.00
1	1101037	A-SLOW MOVING VEHICLE	\$200.00	\$200.00
1	1115658	O+CAMERA (2) FRNT (1) REAR	\$1,205.00	\$1,205.00
1	9306848	TRIANGLE REFLECTIVE FLARES (3)	\$120.00	\$120.00

-----SWEEPER OPTIONS-----				
	1100660	LEFT HAND SIDEBROOM TILT	\$1,250.00	\$0.00
	1100656	RIGHT HAND SIDEBROOM TILT	\$1,255.00	\$0.00
1	1117071	LEFT HAND SIDEBROOM TILT W/INDICATOR	\$1,280.00	\$1,280.00
1	1117070	RIGHT HAND SIDEBROOM TILT W/INDICATOR	\$1,280.00	\$1,280.00
	1101385	RUBBER MOUNTED CARBIDE DRAG SHOES TWO-ROW (ILO STD)	\$980.00	\$0.00
	1102732	RUBBER DRAG-SHOES (ILO STD)	\$160.00	\$0.00
	1104238	BORON DRAG-SHOES (ILO STD)	\$200.00	\$0.00
	1104997	IN-CAB VARIABLE SPEED AND REVERSING BROOM CONTROL (ONLY COMPATIBLE WITH PM-10 OPTION)	\$2,700.00	\$0.00
	1104990	VARIABLE SPEED CONVEYOR	\$2,350.00	\$0.00
1	1122873	VARIABLE SPEED CONVEYOR & IN CAB VARIABLE SPEED & REVERSE CONTROL SIDEBROOMS	\$4,985.00	\$4,985.00
1	1106049	HEAVY DUTY LOWER ROLLER	\$1,555.00	\$1,555.00
1	1114619	RUBBER BELT CONVEYOR (ILO STANDARD SQUEEGEE)	\$0.00	\$0.00

-----TOOLS/TOOLBOXES-----				
	1053426	TOOL KIT	\$1,230.00	\$0.00
1	1036150	A- HYDRANT WRENCH	\$145.00	\$145.00
	1057667	TOOL BOX W/TOOLS	\$910.00	\$0.00

-----WATER SYSTEM-----				
1	1032484	25' WATER FILL HOSE (ILO 16' 8")	\$270.00	\$270.00
1	1108830	AIR PURGE FOR WATER SYSTEM	\$520.00	\$520.00
1	1113859	WATER SIDEBROOM FUNCTION CONTROL (ILO MANUAL) (USE WITHOUT EXTENDED SIDEBROOM REACH)	\$625.00	\$625.00
	1121603	WATER SIDEBROOM FUNCTION CONTROL (ILO MANUAL) (USE WITH EXTENDED SIDEBROOM REACH)	\$1,025.00	\$0.00

SUBTOTAL \$248,770.00

-----DISCOUNTS-----

1	DISC-124-SOURCEWELL	SOURCEWELL DISCOUNT 093021-ELG	\$7,463.10	-\$7,463.10
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Open Market Items

---M2 CHASSIS OPTIONS---				
1	CHASSIS	2025 FREIGHTLINER M2 WB=136 33K, EPA24	\$126,960.00	\$126,960.00
1	704007	FREIGHTLINER M2 SERVICE MANUAL	\$375.00	\$375.00
1	704008	FREIGHTLINER M2 OPERATOR MANUAL	\$60.00	\$60.00
1	704005	FREIGHTLINER M2 PARTS MANUAL	\$460.00	\$460.00
1	1075400	AM/FM/CD RADIO	\$0.00	\$0.00
1	1080756	FENDER MOUNTED MIRROR-LEFT HAND	\$865.00	\$865.00
1	1109607	12" CONVEX MIRRORS (ILO STD 8")	\$415.00	\$415.00
2	1081188	SPARE CHASSIS KEY	\$60.00	\$120.00
1	1123271	A + BAT DISCONNECT SW-CHASSIS	\$1,925.00	\$1,925.00
1	1081365	IN CAB AIR FILTER RESTRICTION INDICATOR	\$1,060.00	\$1,060.00
1	1081747	(2) AIR CLOTH HI-BACK	\$0.00	\$0.00
	1081748	(1) AIR CLOTH HI-BACK SEAT	\$0.00	\$0.00
	1120505	SPARE TIRE & WHEEL, BALANCED	\$1,675.00	\$0.00
	1081909	SINGLE ARM REST - VINYL	\$455.00	\$0.00
	1081910	DUAL ARM REST - VINYL	\$830.00	\$0.00
	1081911	SINGLE ARM REST - CLOTH	\$480.00	\$0.00
	1081912	DUAL ARM REST - CLOTH	\$890.00	\$0.00
	1081956	DAYTIME RUNNING LIGHTS	\$1,295.00	\$0.00
1	1102744	A-2 MIR MTD AMBER LED FLASHERS	\$655.00	\$655.00
1	1103751	A-SNGL CAB BCN LED	\$2,145.00	\$2,145.00
1	1090653	DUAL AIR HORNS	\$2,035.00	\$2,035.00
1	1140401	MIDWEST AUTOLUBE - SWEEPER/TRUCK	\$9,575.00	\$9,575.00
1	1101567	2 1/2 LB. FIRE EXTINGUISHER	\$275.00	\$275.00
	1101568	5 LB. FIRE EXTINGUISHER	\$330.00	\$0.00
1	1108053	FULL WIDTH FRONT SPRAY BAR	\$955.00	\$955.00
1	4820001	CAB STANDARD WHITE	\$0.00	\$0.00
	1063734	M2 (IN STOCK) CAB SPECIAL COLOR	\$5,595.00	\$0.00
	1115658	(2) FRONT CAMERAS (1) REAR CAMERA	\$1,205.00	\$0.00
	1120361	EXTENDED REACH RIGHT HAND SIDEBROOM (MUST SELECT IN CAB HYDRAULIC FLOAT SIDEBROOMS)	\$1,755.00	\$0.00
	1120782	EXTENDED REACH RIGHT AND LEFT HAND SIDEBROOMS (MUST SELECT IN CAB HYDRAULIC FLOAT SIDEBROOMS)	\$2,425.00	\$0.00



Prepared For,
City of Port Orchard
1535 Vivian Ct.
Port Orchard, WA 98366

MODEL: BROOM BEAR
EFFECTIVE DATE: 02/06/2023
SUPERCEDES ALL PREVIOUS PRICE LISTS
DEALER PRICE LIST (U.S. DOLLARS)
REV# 1 Sourcewell 093021-ELG

Contact Representative: Edward Tuck

(253) 499-3514

etuck@owenequipment.com

QUANTITY	PART NUMBER	MODEL DESCRIPTION	2023 LIST PRICE	2023 EXTENDED
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-----NAVISTAR CHASSIS OPTIONS-----

	4820001	CAB STANDARD WHITE	\$0.00	\$0.00
	1063731	NAV CAB PAINTED SPECIAL COLOR	\$4,435.00	\$0.00
	1108053	FULL WIDTH FRONT SPRAY BAR	\$955.00	\$0.00
	1086733	LEFT HAND FENDER MOUNTED MIRROR	\$640.00	\$0.00
	1101567	2 1/2 LB. FIRE EXTINGUISHER	\$275.00	\$0.00
	1101568	5 LB. FIRE EXTINGUISHER	\$330.00	\$0.00
	1091761	EXTRA KEY	\$85.00	\$0.00
	1091770	(2) ELECTRIC & (1) AIR HORN	\$2,280.00	\$0.00
	1099317	(1) ELECTRIC HORN	\$475.00	\$0.00
	1120361	EXTENDED REACH RIGHT HAND SIDEBROOM (MUST SELECT IN CAB HYDRAULIC FLOAT SIDEBROOMS)	\$1,755.00	\$0.00
	1120782	EXTENDED REACH RIGHT AND LEFT HAND SIDEBROOMS (MUST SELECT IN CAB HYDRAULIC FLOAT SIDEBROOMS)	\$2,425.00	\$0.00

-----FREIGHT RATES-----

EFFECTIVE DATE: 01/01/2022

	FRT-118-001	SELF SHIPPING DOCK CHARGE	\$975.00	\$0.00
	FRT-118-002	FREIGHT-IL,WI,IA,IN,MI,MN,KY	\$2,075.00	\$0.00
	FRT-118-003	FREIGHT-TN, WV, PA, NY	\$4,100.00	\$0.00
	FRT-118-004	FREIGHT-NH, VT, ME	\$4,805.00	\$0.00
	FRT-118-005	FREIGHT-NEW YORK CITY	\$5,360.00	\$0.00
	FRT-118-006	FREIGHT-ND, SD, NE, OK, KS, AR, AL, MO	\$3,625.00	\$0.00
	FRT-118-007	FREIGHT-AZ, UT	\$6,640.00	\$0.00
1	FRT-118-008	FREIGHT-CA, NV, ID, OR, WA	\$7,605.00	\$7,605.00
	FRT-118-009	FREIGHT-CHICAGO/MILWAUKEE	\$1,125.00	\$0.00
	FRT-118-010	FREIGHT - FL, LA, TX, NM, CO, WY, MT	\$5,395.00	\$0.00
	FRT-118-011	FREIGHT- OH, ST. LOUIS METRO	\$2,175.00	\$0.00
	FRT-118-012	FREIGHT- MS, GA, SC, NC, VA, MD	\$4,380.00	\$0.00
	FRT-118-013	FREIGHT - RI, DE, CT, NJ, MA	\$3,990.00	\$0.00
	FRT-118-014	FREIGHT - LAREDO, TX	\$7,950.00	\$0.00
	FRT-118-015	SPECIALIZED TRANSPORT EQUIPMENT	\$1,275.00	\$0.00

-----WARRANTY-----

	EW-ME-NA-2PL	BROOM BEAR 2 ND YEAR PARTS/LABOR	\$3,510.00	\$0.00
	EW-ME-NA-3PL	BROOM BEAR 3 RD YEAR PARTS/LABOR	\$6,640.00	\$0.00
	EW-ME-NA-4PL	BROOM BEAR 4 TH YEAR PARTS/LABOR	\$9,455.00	\$0.00
	EW-ME-NA-5PL	BROOM BEAR 5 TH YEAR PARTS/LABOR	\$12,020.00	\$0.00

SPECIAL RFQ OPTIONS OR OTHER DESCRIPTIONS

1	1130580	PIRANHA BRUSH SEGMENT SET - SIDE BROOMS	\$880.00	\$880.00

SWEeper TOTAL	\$397,671.90
Sales Tax (10.4%)	\$41,357.88
GRAND TOTAL	\$439,029.78

PROPOSAL DATE: 06/02/2023

QUOTE NUMBER: 2023-52729

Price List Date: 03/15/2023

PO NUMBER:

QTY: _____ Customer Initials: _____

PAYMENT TERMS: NET 10 DAYS FROM DATE OF INVOICE. 1.5% FINANCE CHARGE PER MONTH (18% ANNUAL RATE).

PROPOSAL NOTES:

- Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will requires a new signed proposal.
- Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Elgin Sweeper Company prior to submittal of customer purchase order
- All prices quoted are in US Dollars unless otherwise noted.
- This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

_____ Date: _____



Prepared For,
City of Port Orchard
1535 Vivian Ct.
Port Orchard, WA 98366

MODEL: BROOM BEAR
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DEALER PRICE LIST (U.S. DOLLARS)
REV# 1 Sourcewell 093021-ELG

Contact Representative: Edward Tuck

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etuck@ewenequipment.com

QUANTITY	PART NUMBER	MODEL DESCRIPTION	2023 LIST PRICE	2023 EXTENDED
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LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.

2Normal adjustments and maintenance services.

3Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.

4Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.

5Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.

6Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

CITY OF PORT ORCHARD
PURCHASES THROUGH INTERLOCAL AGREEMENTS

City Contract No.: 075-14

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

Item Description: Elgin Broom Bear Sweeper

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

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

State-OSP Contract No.: Sourcewell #093021

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

Is this a technology contract?

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

Is this a services contract?

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

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

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

Checklist for Required Compliance

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

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



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Consent Agenda 4I</u>	Meeting Date:	<u>September 12, 2023</u>
Subject:	<u>Acceptance of a Grant from Kitsap Bank</u>	Prepared by:	<u>Brandy Wallace, MMC</u>
	<u>for the Festival of Chimes and Lights</u>		<u>City Clerk</u>
	<u>Event</u>	Atty Routing No.:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

Summary: Each year, Kitsap Bank seeks applications for the Kitsap Bank Community Connections Grant. For the last several years the City has applied, and received, funding for the Festival of Chimes and Lights event. The grant funds are used to purchase lights, decorations and/or other various items needed for the event.

However, pursuant to RCW 35A.11.040, acceptance of any grant requires council approval. In addition, a grant is a contract, and under RCW 35A.11.010, the city council is the contracting authority for the City.

This year the funds will be spent on purchasing of additional lights for decorating downtown and City Hall, as well as to purchase prizes for winners of the downtown Bay Street tree decorating contest.

Recommendation: Staff recommends approval of the grant as presented.

Relationship to Comprehensive Plan: N/A.

Motion for consideration: “I move to accept the grant from Kitsap Bank for the Festival of Chimes and Lights event, as presented.

Fiscal Impact: \$1,000 will be deposited into the General Fund.

Alternatives: Not approve and provide direction to staff.

Attachments: Kitsap Bank approval email.

Jenine Floyd

From: KB-Marketing <marketing@kitsapbank.com>
Sent: Thursday, December 15, 2022 9:40 AM
To: CityClerk Mailbox
Subject: 2023 Kitsap Bank Community Connections
Attachments: ACH Vendor Agreement and Authorization.pdf; KB_StandardsGuide6.pdf; Kitsap Bank Photograph Release.docx; KitsapBank_Primary_2CLR.jpg; Statement Message Request Form.doc

This message was sent securely using Zix®

Dear Brandy,

Thank you for your application to Kitsap Bank's Community Partner Program. Our committee has reviewed your application for funding, and we are pleased to inform you that your 2023 request on behalf of the City of Port Orchard has been approved for the Festival of Chimes and Lights Sponsorship in the amount of \$1,000. This payment will be sent to you in October.

Important Information and Next Steps:

- *Event Date*
Please email marketing@kitsapbank.com no later than a month prior to your estimated event date with confirmation of event. **Due to the current environment, please contact us as soon as possible if your event is postponed, canceled, or has been moved to virtual; we will work with you to determine the best use of the allotted sponsorship funds in 2023.**
- *Sponsorship Payment*
Your event date will determine when the sponsorship payment is made (typically 90 days in advance). **Attached is our ACH Vendor Agreement, for us to process sponsorship payment please complete and return it to marketing@kitsapbank.com.**
- *Logo*
Kitsap Bank's logo files are attached for your use. When using our logo, please refer to the attached Standards Guide for guidance in usage.
- *Photos*
We love what you're doing, and we want to hear (and see) your stories! We request that you provide a minimum of three photographs, which we may feature on our Kitsap Bank website, in advertisements, or in print materials. The attached release form will need to be signed by all persons appearing in your selected photos, and returned to marketing@kitsapbank.com.
- *Social Media*
We encourage you to share photos and event posts with us on social media using the hashtags #causegood and #kitsapbank.
- *Statement Messages/Event Promotion*
As a Kitsap Bank Community Partner, we offer the added benefit of announcing your event on a space-available basis in our monthly statements, as well as listing your organization on our web site. A form is attached with instructions for submitting your announcement to our Marketing Department.

- *Sponsor Ads*

If our sponsorship comes with an advertisement, please email marketing@kitsapbank.com with the ad dimensions, color requirements, file type and deadline. We require a minimum two week notice so that we can prepare the ad.

- *2024 Application Deadline – Sept. 15, 2023*

The 2024 Community Connections Application must be completed and received no later than **Friday, September 15, 2023**. Should you wish to apply next year, please apply online at <https://www.kitsapbank.com/about-us/community-giving/community-connections/>.

Like you, Kitsap Bank is committed to supporting our neighbors and enriching our community. We thank you for your commitment to make a difference, and look forward to supporting your efforts over the coming year.

Sincerely,
Katlin



Katlin Rouse
Marketing Coordinator

p 360.634.2125 f 360.876.7885
619 Bay Street
Port Orchard, WA 98366

To send documents to me directly please use my secure upload link: <https://kitsapbank.sharefile.com/r-r50950ca9f80f41fa877d400f1095eff6>

Kitsap Bank continues to monitor the rapidly evolving COVID-19 situation. Please be assured that we are committed to supporting you, our employees and our community through this situation. For up-to-date information, please refer to <https://www.kitsapbank.com/about-us/covid-19-update/> and follow us on social media.

*** PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL. ***

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, please: (i) delete the message and all copies; (ii) do not disclose, copy, distribute or use the message in any manner; and (iii) notify the sender immediately. In addition, please be aware that any message addressed to our domain is subject to archiving and review by persons other than the intended recipient. The above does not represent an electronic signature for the purposes of E-SIGN.

When sending sensitive financial information to me, please use the Zix Secure Message Center. This free service uses state-of-the-art encryption technology to ensure that both the email and all attachments are fully protected. To access Zix click here; <https://secure-kitsapbank.com>.

To send me documents please visit our Secure File Transfer Site at: <https://www.kitsapbank.com/ftp>



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 4J
Subject: Adoption of a Resolution Approving
an Amended Memorandum of
Understanding with the Port of
Bremerton for Waterfront Parking

Meeting Date: September 13, 2023
Prepared by: Charlotte Archer
City Attorney
Atty Routing No.: 366922-0009 – PW
Atty Review Date: September 8, 2023

Summary: The City’s owns and operates an existing sewerage pump station located within the Port Orchard Harbor Area in Sinclair Inlet. The Port of Bremerton owns and operates the Port Orchard Marina adjacent to the City’s sewerage pump station. The City has designed the Marina Pump Station project to replace the existing sewerage pump station (the “Project”), and the Project will temporarily and permanently impact the Port’s property as well as adjacent waterfront parking.

In 1996, the City and Port executed a Memorandum of Understanding to set forth parking assignments and responsibilities for the parking area (the “1996 MOU”). This MOU focused on the Port’s property, including Kitsap County Parcels Nos. 4053-013-007-0103, 4028-001-001-0007, and 4028-001-011-0005, commonly known as Lots 3 and 4, which are used for water dependent uses and waterfront parking, as well as the City’s rights of way and associated public parking. Due to the configuration of the waterfront, and community events and business operations impacting parking in the area, in 2011, the City and the Port entered into a new Memorandum of Agreement (the “2011 MOA”) to supersede the 1996 MOU, setting forth terms to govern the City and Port’s use, management, and revenue collection for the parking areas.

Because the City’s Marina Pump Station project to serve the residents of Port Orchard will impact the parking areas covered by the 2011 MOA, the City provided notice to the Port of the proposal in January 2023. In response, in February 2023, the Port provided notice to the City of its intent to withdraw from the 2011 MOA effective June 1, 2023. The City and Port negotiated the terms of a Memorandum of Agreement to set forth the terms and conditions by which the Port will withdraw effective July 1, 2023, and to establish the use, management, and operation of the waterfront parking areas. The City Council Approved the MOA on July 11, 2023.

Following Council approval, the Port requested additional modifications regarding the transition timeline. In response, the City requested additional modifications to the agreement pertaining to code enforcement and the Port’s future choice of a parking ticketing system. The Port’s Board of Commissioner’s approved the revised version of the Agreement at its meeting on August 22, 2023, and requested the City approve the revised version.

Recommendation: Staff recommends the City Council adopt a Resolution authorizing the Mayor to execute a revised Memorandum of Agreement with the Port of Bremerton for waterfront parking.

Relationship to Comprehensive Plan: Utilities

Motion for consideration: “I move to adopt a Resolution authorizing the Mayor to execute a revised Memorandum of Agreement with the Port of Bremerton for waterfront parking.”

Fiscal Impact: None

Alternatives: Do not approve and provide alternative guidance, however this is tied to the Marina Pump Station project.

Attachments: Resolution
[Revised] Memorandum of Agreement with the Port of Bremerton
Courtesy Copy of 2011 MOA

RESOLUTION NO. XX

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDED
RESOLUTION NO. 066-23, AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF AGREEMENT WITH THE PORT OF BREMERTON
CONCERNING WATERFRONT PARKING**

WHEREAS, the Port Orchard Marina is owned and operated by the Port of Bremerton (the “Port”), including Kitsap County Parcels Nos. 4053-013-007-0103, 4028-001-001-0007, and 4028-001-011-0005, commonly known as Lots 3 and 4, which are used for water dependent uses and waterfront parking; and

WHEREAS, the City of Port Orchard owns and controls rights of way providing access to the aforementioned parking spaces, and has historically provided parking enforcement and associated services for these public parking lots; and

WHEREAS, in 1996, the City and the Port entered into a Memorandum of Understanding to set forth parking assignments and responsibilities for the area (the “1996 MOU”); and

WHEREAS, due to the configuration of the waterfront, and community events and business operations impacting parking in the area, in 2011, the City and the Port entered into a new Memorandum of Agreement (the “2011 MOA”) to supersede the 1996 MOU, setting forth terms to govern the City and Port’s use, management, and revenue collection for the parking areas; and

WHEREAS, the City’s proposal to construct the Marina Pump Station project to serve the residents of Port Orchard will impact the parking areas covered by the 2011 MOA, and accordingly, the City provided notice to the Port of the proposal in January 2023; and

WHEREAS, in February 2023, the Port provided notice to the City of its intent to withdraw from the 2011 MOA effective June 1, 2023; and

WHEREAS, the City and Port negotiated the terms of a Memorandum of Agreement to set forth the terms and conditions by which the Port will withdraw effective July 1, 2023, and to establish the use, management, and operation of the waterfront parking areas; and

WHEREAS, the proposed Memorandum of Agreement provides, among other terms, that the City and Port will work collaboratively to ensure public events continue in the area and that the City will provide parking enforcement to benefit the public that utilize these parking lots in exchange for compensation; and

WHEREAS, the City Council approved the Memorandum of Agreement by Resolution No. 066-23 on June 27, 2023, and following approval the Port requested additional modifications to the Memorandum of Agreement which are reflected in the version attached as Exhibit A and incorporated herein by this reference;

WHEREAS, the City Council finds it in the best interest of the City and its residents to authorized the Mayor to execute the revised Memorandum of Agreement with the Port for waterfront parking; 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. 066-23 is amended to substitute Exhibit A attached hereto and incorporated herein with this reference. The Mayor is authorized to execute the Memorandum of Agreement attached hereto as Exhibit A and incorporated herein with this reference. The Mayor is further authorized to take all actions necessary to effectuate the terms of the Memorandum of Agreement.

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 ___ day of June, 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, City Clerk, MMC

Memorandum of Agreement

for

Allocation and Control of Parking on Waterfront Property

Between

City of Port Orchard

and

Port of Bremerton

2023

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Exhibit A: DNR Lease No. 20-A09891

Exhibit B: Map of Premises

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“MOA”) is effective on the day of the last signature on this MOA, by and between the Port of Bremerton (“Port”), a public port district, and the City of Port Orchard (“City”), a Washington State municipal corporation.

RECITALS

- A.** The Port Orchard Marina is owned and operated by the Port of Bremerton, which has a Port Management Agreement (PMA) no. 22-080016 with Department of Natural Resources (“DNR”) for use of State-owned aquatics lands for port purposes. It is located within the Port Orchard Harbor Area in Sinclair Inlet, in Kitsap County, Washington.
- B.** The Port of Bremerton is in ownership of property including Kitsap Assessor Parcel Number # 4053-013-007-0103, commonly known as “Lot 3” and has been used for water dependent uses and waterfront parking.
- C.** The Port of Bremerton is in ownership of property including Kitsap Assessor Parcel Number # 4028-001-001-0007, commonly known as “Lot 4” and has been used for water dependent uses and waterfront parking.
- D.** The Port of Bremerton also has a lease no. 20-A09891 with DNR for use of State-owned aquatic lands including Kitsap Assessor Parcel Number # 4028-001-011-0005, that has been used for water dependent uses and waterfront parking, commonly known as the east end of the Port Orchard waterfront “Lot #4”.
- E.** The City of Port Orchard is in ownership of the Harrison Avenue Right-of-Way, that has been used for water dependent uses and waterfront parking and includes portions of parking spaces within both “Lot 3” and “Lot 4”, this area is referred to as the “City’s Right-of-Way”.
- F.** The 2011 existing MOA between the City of Port Orchard and Port of Bremerton previously provided the City of Port Orchard use, management, and revenue collection for the parking areas identified as “Lot 3” and “Lot 4”, with allocation of spaces for Port of Bremerton use at 707 Sidney Parkway, in the area commonly known as “Lot 1”.
- G.** On January 9, 2023, The City of Port Orchard provided notice to the Port of Bremerton that the 2011 existing MOA between the City of Port Orchard and Port of Bremerton would be impacted by the Marina Pump Station project.
- H.** On February 6, 2023, the Port of Bremerton provided notice to the City of Port Orchard with the intent to withdraw from the 2011 MOA effective June 1, 2023, however the Port extended

that date while the parties negotiated the terms of a successor MOA.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. RECITALS

The foregoing recitals are true and correct and are incorporated herein by this reference.

2. PURPOSE

2.1 The purpose of this Memorandum of Agreement is to set forth the terms and conditions by which the Port will withdraw from the 2011 MOA for waterfront parking, and by July 1, 2023, will vacate the allocated parking spaces for Port of Bremerton located at 707 Sidney Parkway, in the area commonly known as "Lot 1".

2.2 The purpose of this Memorandum of AGREEMENT is also to set forth the means by which the Port will withdraw from the 2011 MOA for waterfront parking, and by July 1, 2023, will establish the Port of Bremerton use, management, and operation of the areas commonly known as Port Orchard East waterfront parking areas "Lot 3" and "Lot 4".

2.3 The purpose of this MOA is to also replace and rescind the existing 2011 MOA between the City of Port Orchard and the Port of Bremerton regarding waterfront parking.

3. PREMISES

The "Premises" include Kitsap Assessor Parcel Number # 4053-013-007-0103, # 4028-001-011-0005, Parcel Number # 4028-001-001-0007, including DNR aquatic lease No. 20-A09891 and including 15 partial parking spaces located within the Harrison Avenue right-of-way, of the areas commonly known as Port Orchard East waterfront parking areas "Lot 3" and "Lot 4".

4. EFFECTIVE DATE

The "Effective Date" of this MOA shall be the date this MOA has been fully executed.

5. TERM

The term of this agreement shall be ongoing unless terminated by written agreement or with 180-day written notification.

6. AGREEMENT

6.1 The Port shall withdraw from the 2011 Memorandum of Agreement for waterfront parking with the City of Port Orchard on July 1, 2023, and will vacate the allocated parking spaces for Port of Bremerton located at 707 Sidney Parkway, in the area commonly known as "Lot 1" upon execution of this agreement.

6.2 The Port of Bremerton will establish the use, management, operation,

maintenance, and revenue collection of the premises, commonly known as Port Orchard East waterfront parking areas “Lot 3” and “Lot 4” upon execution of this agreement.

6.3 Upon execution of this agreement, the Port of Bremerton will begin to manage community event permits and event usage of the premises, commonly known as Port Orchard East waterfront parking areas “Lot 3” and “Lot 4”. The Port of Bremerton will endeavor to honor existing approved 2023 City event permits as much as practicable and will coordinate with stakeholders.

6.4 The City of Port Orchard has agreed to provide parking enforcement for premises, commonly known as Port Orchard East waterfront parking areas “Lot 3” and “Lot 4”. Enforcement shall include Marina Tenant parking passes and interaction with the Port regarding implementation of Port parking rules and requirements. Parking enforcement shall commence upon notice to proceed issued to the City by the Port, which may or may not occur simultaneously with the effective date of this MOA. Parking enforcement shall be compensated pursuant to compensation identified in Section 7.

6.5 The Port of Bremerton will manage, control, and be responsible for all maintenance, striping, landscaping, curbs, surfacing, lighting, signage, and all capital projects for premises, commonly known as parking areas “Lot 3” and “Lot 4”.

6.6 The Port of Bremerton will manage, control, and be responsible for parking fare collection and any electronic parking kiosks for premises, commonly known as parking areas “Lot 3” and “Lot 4”.

6.7 The City of Port Orchard agrees to remove the existing parking kiosks and signage upon the execution of this agreement, provided the kiosks and signage shall be removed by September 30, 2023.

6.8 The City of Port Orchard agrees to coordinate with the Port of Bremerton regarding plans, permits, and approvals pertaining to the construction of the Bay Street Pedestrian Path Segment 1, located on the premises, commonly known as parking areas “Lot 3” and “Lot 4”.

6.9 With regards to any parking stalls or spaces not covered by this Agreement but which are located on the Premises described herein, the City shall be responsible for any such spaces in Lot 1, and the Port shall be responsible for any such spaces in Lots 3 and 4, including all necessary maintenance, striping, pavement repair, thermoplastics, sweeping, and landscaping.

7. COMPENSATION

7.1 Parking Enforcement: The Port shall provide compensation and payment to the City each year by June 30th for Parking Enforcement services provided by the City for Lot 3 and Lot 4.

7.2 Annual parking enforcement compensation shall be in the amount of \$12,000

each year.

7.3 The annual parking enforcement compensation may be increased each year beginning January 1, 2025. The compensation shall increase annually per CPI-U (All Urban Consumers Index) (1982-1984=100), not seasonally adjusted, for the Seattle-Tacoma-Bellevue area for that 12-month period from January 1st to December 31st indexed as the annual average, as is specified by the Bureau of Labor Statistics, United States Department of Labor. Increases based on CPI-U shall take effect on January 1st of the following year. However, the increase shall be no more than 5% or no less than 1%.

7.4 In addition to the increase set out in Section 1.3 herein, the City shall be authorized to increase parking enforcement compensation upon six (6) months written notice to the Port if the City's costs associated with parking enforcement increase due to the Port's selection of a new permitting/ticketing method or vendor, including but not limited to a selection that triggers the City's purchase of necessary software or equipment at the request of the Port, or increased staff time dedicated to enforcement efforts due to the Port's choice of permitting method/vendor.

7.5 Initial parking enforcement compensation shall be prorated based on the number of days remaining in 2023 upon commencement of parking enforcement at the direction of the Port (see Section 6.4).

7.6 Compensation payment to the City shall be provided on or before June 30 of each year, with the initial prorated parking enforcement payment due to the City by December 31, 2023.

7.7 Termination of Parking Enforcement Services: Upon six (6) months of written notice, either party may terminate the agreement for parking enforcement. Termination of parking enforcement shall not impact or affect other sections of this agreement.

8. RESTRICTIONS ON USE

The Port shall maintain a total of 20 spaces located within Lot # 3, available to the public for 2-hour parking free of charge for the parking space. Those spaces shall not be exempt from enforcement due to a marina parking pass.

9. EVENTS COORDINATION

9.1 The Port of Bremerton and the City of Port Orchard agree to coordinate efforts related to community events occurring on the premises identified herein (for example, 4th of July, Cruz Car Show, Chimes & Lights), in relation to road closures, public works needs, police and first responder safety, transit operations, and similar use of public spaces. Community events located in areas controlled by the Port that do not involve the closure of or impact in any way Harrison Avenue shall be the primary responsibility of the Port, utilizing the Port's application process, provided the City shall be provided the opportunity to comment on the application. Community events involving Harrison Avenue shall be the primary responsibility of the City, utilizing the City's application process, provided the application shall be submitted to the Port for review and approval for events that propose to utilize property controlled by the

Port.

9.2 The Port and the City agree to work together on a case-by-case basis to assist with temporary event parking for marina tenants where needed, related to specific community events (for example, 4th of July, Cruz Car Show, Chimes & Lights).

9.3 The Port of Bremerton and the City of Port Orchard agree to review and provide communication in relation to each other's Event permits and applications that may impact spaces or needs related to the premises.

9.4 For 2023, City event permits already approved by the City shall continue to be honored by the Port for 2023.

10. RECIPROCAL INDEMNIFICATION

To the maximum extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party and all of its officials, Board Members, employees, principals, and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property ("Claims"), which arise out of, are connected with, or are due to the negligent acts or omissions of the indemnifying Party, its contractors, and/or employees, agents and representatives in performing its obligations under this Agreement, provided each Party's obligation under this section applies only to the extent of the negligence of that Party or its contractors, employees, agents, or representatives.

Each of the Parties agrees that its obligations under this section extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, both Parties, by mutual negotiation, hereby waive, regarding the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

11. DEFAULT

Failure to perform any provision of this MOA shall constitute a default by the party failing to perform, unless such default is cured by the party failing to perform within 90 days after receiving written notice from the other party. Exceptions: If there is any delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, regulations or controls, enemy or hostile governmental action, riot, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, such causes shall excuse the performance. If the default cannot reasonably be cured within 90 days, the non-performing party shall not be in default of this MOA if that party commences to cure the default within such ninety (90) day period and diligently and in good faith continues to cure the default.

12. NOTICE

Any notice given under this MOA shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail or certified mail with a return receipt requested

or by overnight courier return receipt requested, with postage prepaid, at the following addresses, or at such other addresses as either the Port or City of Port Orchard may designate by notice as its new address:

Address for Port of Bremerton: Chief Executive Officer
Port of Bremerton
8850 SW State
Hwy 3
Bremerton, WA 98312
Telephone No: (360) 674-2381
Fax No: (360) 674-2807
Email: jimr@portofbremerton.org

Address for City of Port Orchard: Mayor
City of Port
Orchard 216
Prospect Street
Port Orchard, WA 98366
Telephone No: (360) 876-4407
Fax No: (360) 895-9029
Email: rputaansuu@portorchardwa.gov

Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first-class or certified mail, one day after the date it is mailed, if sent by overnight courier, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by email, facsimile or telephone to the address or numbers set forth above or such other address or number as may be provided from time to time; however, neither the Port nor City of Port Orchard may give official or binding notice by email, telephone or facsimile.

13. ENTIRE AGREEMENT

This MOA (including attached exhibits, if any) contains the entire AGREEMENT between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this MOA to be executed as of the date written below.

City of Port Orchard Resolution No. _____
Port of Bremerton Resolution No. _____

CITY OF PORT ORCHARD, a public municipality

PORT OF BREMERTON, a public port district

By: _____

Rob Putaansuu
Mayor
City of Port Orchard

By: _____

Jim Rothlin
Chief Executive Officer
Port of Bremerton

Date Signed: _____

Date Signed: _____

Memorandum of Agreement
between the City of Port Orchard and The Port of Bremerton
Concerning the Allocation and Control of Parking on Waterfront Property
City Contract No. 034-11

This Memorandum of Agreement (MOA) supersedes and replaces the previous agreement between the Port of Bremerton ("Port") and the City of Port Orchard ("City") (hereafter collectively referred to as "the parties") dated February 13, 1996 (see Exhibit A).

Background: The Port currently controls 30 parking spaces adjacent to the Port's Port Orchard Marina Park ("Lot #4"). These parking spaces are located on two property parcels; one parcel is owned by the Port and the other parcel is leased by the Port from the Washington State Department of Natural Resources ("WADNR"). The Port uses these spaces for Port Orchard Marina tenant parking and Marina Park parking. The City of Port Orchard ("City") currently controls 32 spaces in two rows directly in front of the Port's Port Orchard Marina office ("Lot #1") that the Port propose to occupy. These parking spaces (both merchant/paid parking and 4-hour parking) are located on a property parcel leased by the City from WADNR. The City also controls 87 spaces (both merchant/paid and paid) on, or partially on, a Port owned parcel of land on the waterfront accessed off Harrison Avenue (see Exhibit B, which is attached and incorporated by reference).

Discussion: Over time, the configuration of the waterfront and the impact of community events and business operations have made it advantageous for the City and the Port to exchange responsibility for the control of Lots #1 and #4. The major impacts driving the need to change are:

- The Port's Lot #4 spaces are sometimes underutilized due to the inconvenient distance of the lot from the marina gates. As a result, the boaters are more likely to use the 4-hour no-fee City parking in other lots nearer the marina gates, including Lot #1.
- When the Farmers Market is in operation adjacent to Lot #4, marina tenants using Lot #4 must drive through parts of the Farmer's Market. This is a safety concern for both the City and the Port. This also causes marina tenants to underutilize this lot and park in the no-fee City parking.
- When marina tenants use the no-fee City parking it lowers the number of spaces available for local merchant customers to park.
- Very few customers of local businesses use Lot #1. Most of the spaces in Lot #1 are used by commuters and merchants who would not be adversely impacted by using Lot #4.
- Community events frequently (3 to 5 times a year) require the Port to vacate its Lot #4 spaces and move marina tenant parking to 32 spaces in Lot #1 which have been vacated by the City for the event. This causes major disruption to the marina tenants who are the customers of the largest single downtown business in Port Orchard. In addition, this temporary swapping of parking spaces causes significant confusion amongst the public.
- The City's recent switch to an electronic paid parking system for the spaces accessed off Harrison Avenue.
- Parking needs associated with the Port's future Marina Park Expansion project.

Agreement: The Port and the City agree that it is in their best interest, and in the best interest of the public, to modify the current arrangement of parking management effective April 4, 2011 subject to the following:


1. Attached hereto and incorporated by reference is Exhibit C which depicts the proposed parking as described herein.
2. The City will retain control of the 87 (both merchant/paid and paid) spaces on the Port property accessed off Harrison Avenue.
3. The Port agrees to vacate all 30 parking spaces in Lot #4 and turn over control of those spaces to the City. The 11 existing waterfront spaces (Lot#4) will be converted into nine (9) 2-hour Marina Park parking spaces, one (1) ADA stall with ramp and parking enforcement provided by the City.
4. The City agrees to vacate 32 of its merchant/paid parking spaces in the second and third row in Lot #1 and turn over control of those spaces to the Port.

5. In consideration for a net gain of one parking space the Port agrees to take over from the City the grounds keeping responsibilities of the landscaped areas in the City's Lot #2 in front of the Port Orchard Marina at no cost to the City.
6. The City will maintain and enforce the 11 spaces (10 regular plus one ADA stall with ramp) facing the boardwalk in Lot #4 as 2-hour Marina Park parking to support public access to, and use of, the Port Orchard Marina Park and the planned waterfront trail.
7. The Port and the City will be responsible for signage and stripe painting revisions for the new parking spaces each acquired as a result of this agreement.
8. The City and the Port will establish and enforce their own rules for parking for the spaces they control regardless of which entity owns or leases the property where the parking spaces are located.
9. The City will have exclusive control of all other parking spaces in the downtown area, except for those spaces which are on private property and not allocated for City management by the property owner.
10. Parking enforcement by the City will be limited to those spaces under the exclusive control of the City. The City Parking Enforcement Person will not enforce Port parking rules. The City police will have parking enforcement authority in the Port parking areas.
11. Routine cleaning by the City Public Works Department will include both City and Port parking areas.
12. Closure of either party's parking areas will not be done without express consent of that party.
13. The City and the Port will keep each other informed of their parking regulations for their allocated areas. However, neither party can negate the parking regulations of the other.
14. The term of this agreement shall be ongoing unless terminated by written agreement or with 180-day written notification.
15. The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.
16. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification by any third party.
17. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.
18. Each individual executing this Agreement on behalf a party represents and warrants that such individual is duly authorized to execute and deliver the Agreement.
19. All notices and other communications to be given by either party may be given in writing to the appropriate party as follows:

City Clerk
City of Port Orchard
216 Prospect St.
Port Orchard, WA 98366
(360)876-4407

Chief Executive Officer
Port of Bremerton
8850 S.W. State Hwy.3
Port Orchard, WA 98367
(360) 674-2381

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:



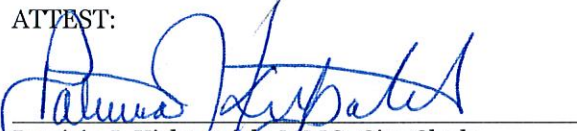
Lary Coppola, Mayor
City of Port Orchard

Dated: March 8, 2011



Cary Bozeman, Chief Executive Officer
Port of Bremerton

Dated: March 22, 2011

ATTEST:


Patricia J. Kirkpatrick, MMC, City Clerk



EXHIBIT A

MEMORANDUM OF UNDERSTANDING DOWNTOWN PARKING

This Memorandum of Understanding, MOU, is meant to replace previous arrangements between the Port of Bremerton, hereinafter referred to as the PORT, and the City of Port Orchard, hereinafter referred to as the CITY. The MOU will be effective for one year and then reviewed by both the CITY and PORT. The purpose of the that annual review will be to draft the joint resolution to formally adopt the downtown parking arrangements

Effective 1 January 1996, the following parking assignments are made, as shown by Enclosure 1:

1. The PORT will have exclusive control of the north row of parking spaces in front of the Harbor Master's office.
2. The PORT will have exclusive control of the 31 spaces in the vicinity of the Waterfront Park.
3. The CITY will have exclusive control of all other parking spaces in the downtown area, except for those spaces which are on private property and not allocated for CITY management by the property owner.


Parking enforcement by the City will be limited to those spaces under the exclusive control by the CITY. The CITY Parking Enforcement Person will not enforce PORT parking rules. The CITY Police will have parking enforcement authority in the PORT parking areas.

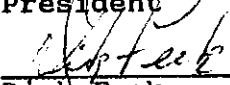
Routine cleaning by the CITY Public Works will include both CITY and PORT parking areas.

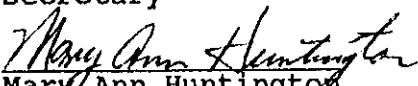
Closure of either party's parking areas will not be done without express consent of that party.

The CITY and PORT will keep each informed of their parking regulations for their allocated areas. However, neither party can negate the parking regulations of the other.


PORT OF BREMERTON


Fred S. Schoneman
President

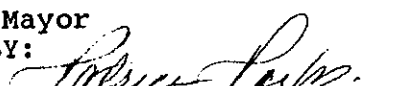

Dick Feek
Secretary


Mary Ann Huntington
Commissioner

CITY OF PORT ORCHARD


Leslie J. Weatherill
Mayor

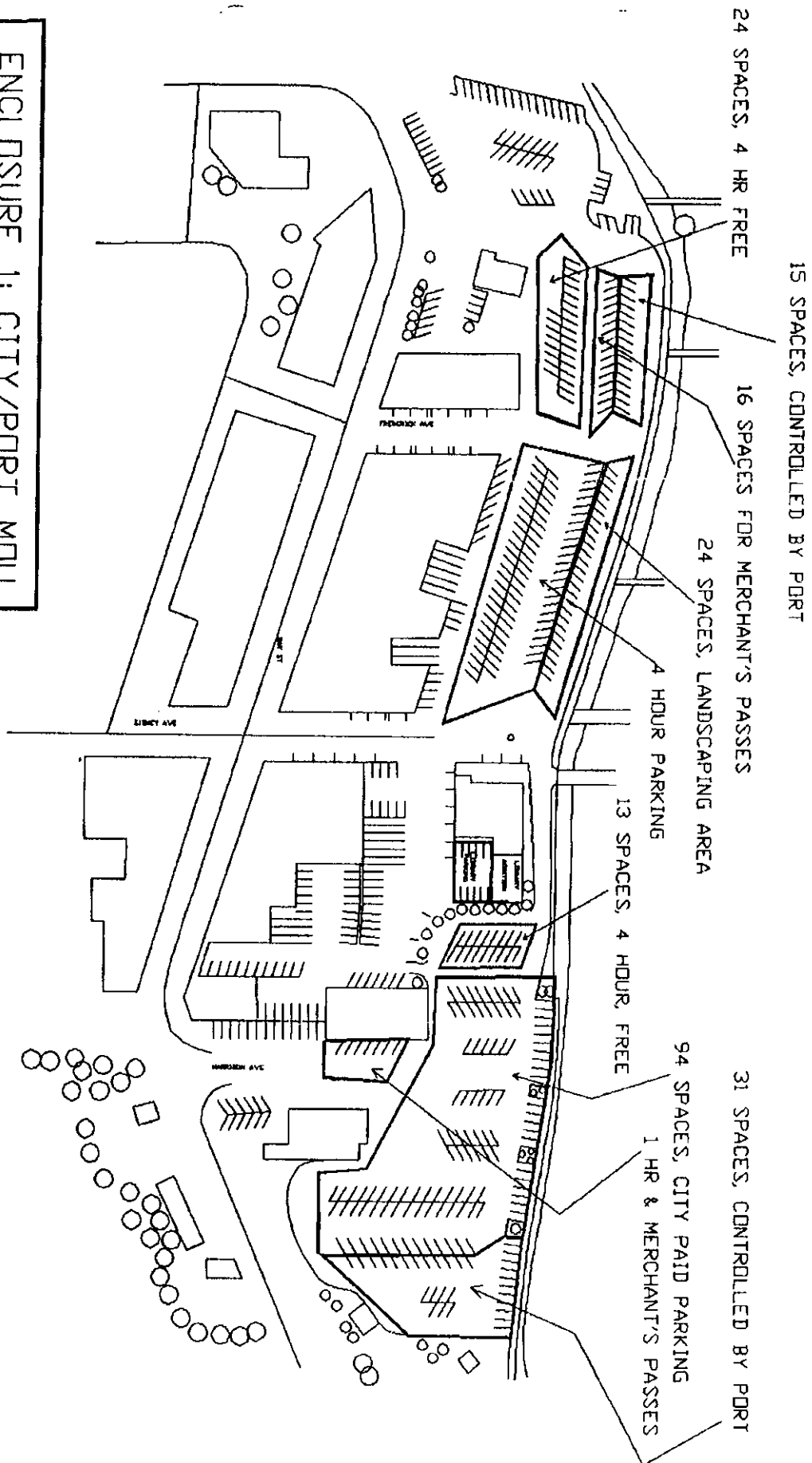
ATTESTED BY:


Patricia Parks
City Clerk

DATE OF DOCUMENT:

2/13/96

ENCLOSURE 1: CITY/PORT MDU



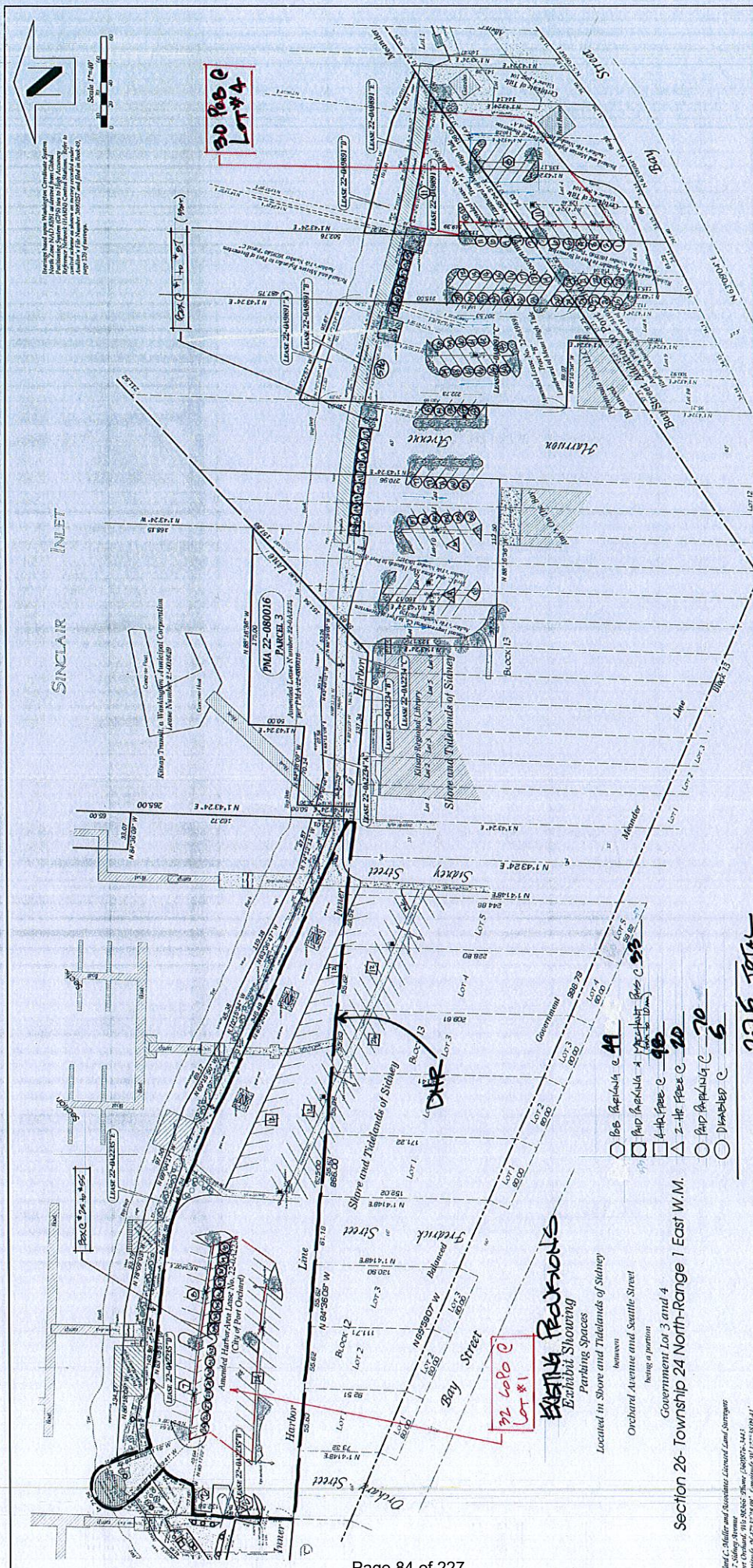


EXHIBIT B

Wind C. Miller and Associates Licensed Land Surveyors
 1100 North 1st Street, Suite 200
 Anchorage, Alaska 99501
 Phone: (907) 261-1111
 Fax: (907) 261-1112
 Email: info@wcmiller.com
 Website: www.wcmiller.com

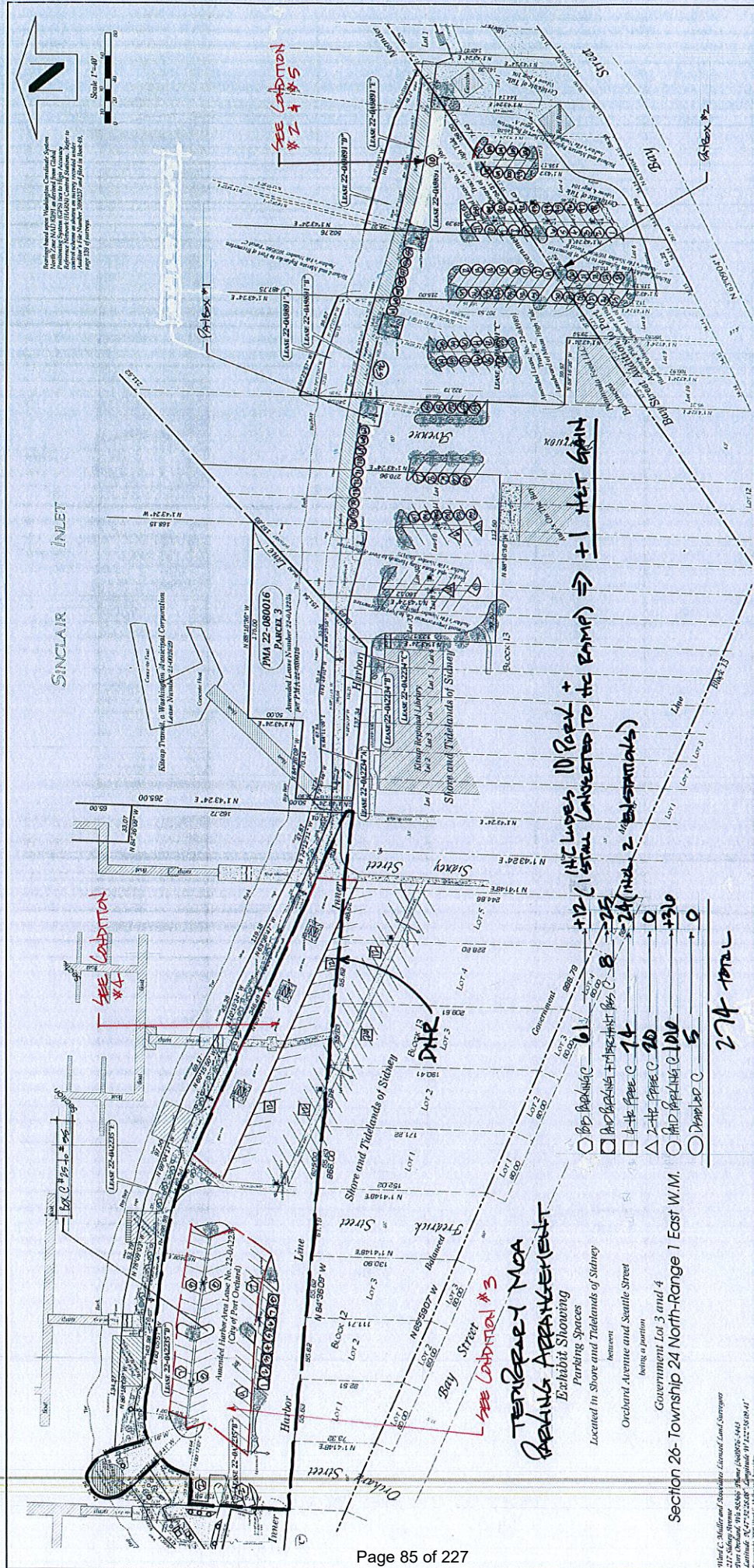


EXHIBIT C



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 4K
Subject: Adoption of a Resolution Adopting
Operating Policy Related to Employee
Information Exemption from Public Records

Meeting Date: September 12, 2023
Prepared by: Debbie Lund
HR Director
Atty Routing No.: 366922-0008
Atty Review Date: September 6, 2023

Summary: The 2023 Washington State Legislature passed Engrossed Substitute House Bill 1533, which was signed by the Governor and made effective May 15, 2023. The legislation authorized public employees to apply for an exemption to the release of their employment information under the Washington Public Records Act when a narrow set of circumstances apply.

The legislation was driven by an intent to protect the safety and privacy of employees that are victims of or have dependents that are victims of domestic violence, sexual assault, sexual abuse, stalking, or harassment.

The proposed Policy, for incorporation into the Employee Policy manual with cross-reference in the City's Public Records Policies, provides details related to the City's policy and procedure for handling such requests. The proposed policy was shared with City staff and representatives of our bargaining units in August for review and comment.

Recommendation: Staff recommends that the City Council adopt the attached resolution establishing an operating policy and procedure to implement new legislation related to employee information exemption from public records.

Relationship to Comprehensive Plan: N/A

Motion for consideration: "I move to adopt a Resolution, establishing a new policy related to a new employee information exemption from public records requests."

Fiscal Impact: N/A

Alternatives: Do not approve the Resolution and provide alternative guidance.

Attachments: Resolution
Exhibit A
Engrossed Substitute House Bill 1533

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, ADOPTING AN OPERATING POLICY RELATED TO THE PUBLIC RECORDS ACT AND A NEW EMPLOYEE INFORMATION EXEMPTION.

WHEREAS, the Human Resources Department continues to review and, where appropriate, recommend modifications and additions to the City's personnel and operating policies; and

WHEREAS, the 2023 Washington State Legislature considered and passed legislation to protect the safety and privacy of employees that are victims of or have dependents that are victims of domestic violence, sexual assault, sexual abuse, stalking, or harassment; and

WHEREAS, Engrossed Substitute House Bill 1533, was signed by the Governor and made effective May 15, 2023; and

WHEREAS, the legislation authorized public employees to apply for an exemption to the release of their employment information under the Washington Public Records Act, Chapter 42.56 RCW, when a narrow set of circumstances apply; and

WHEREAS, the City wishes to implement this legislation through City policy; 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 policy related to employee information as exempt from public records requests is hereby adopted in substantially the same form as attached hereto as Exhibit A. The Mayor is directed to incorporate this new policies into the City's existing Policy Manual and take all necessary steps to implement this policy.

THAT: In accordance with Resolution 034-10, the Mayor has the authority to amend the personnel policies and procedures, including those adopted by this Resolution, as needed, with notification to the City Council.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 12th day of September 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

620 Employee Information Exemption from Public Records

Purpose

To ensure the safety and privacy of employees that are victims of or have dependents that are victims of domestic violence, sexual assault, sexual abuse, stalking, or harassment. It is the policy of the City of Port Orchard to protect the confidentiality and privacy of those victims and to hold confidential all personally identifying or individual information, communications, observations, and information made by, between, or about victims to the extent permitted under State law.

Applicable to

All employees or volunteers.

References

Washington State Engrossed Substitute House Bill 1533 – Effective May 15, 2023

RCW 5.68.010

RCW 7.105.010

RCW 7.125.030

RCW 9A.46.020

RCW 9A.46.110

RCW 10.99.020

RCW 40.24

RCW 42.56.250(1)(i)

Definitions

Confidential Information. Any written or spoken information shared in confidence, which includes any information that might identify the location or identity of someone who is a victim or has a dependent that is a victim of: domestic violence, dating violence, sexual assault, or stalking.

Domestic Violence. The intentional, willful, or reckless action of inflicting physical harm, bodily injury, assault, or the infliction of fear of physical harm, bodily injury, or assault; nonconsensual sexual conduct or nonconsensual sexual penetration; coercive control; unlawful harassment; or stalking of one intimate partner by another intimate partner; or the infliction of fear of physical harm, bodily injury, or assault; nonconsensual sexual conduct or nonconsensual sexual penetration; coercive control; unlawful harassment; or stalking of one family or household member by another family or household member or by one intimate partner against another intimate partner (RCW 10.99.020(4) & RCW 7.105.010(9)).

Employee. Personnel that are appointed or hired for a regular, temporary, extra hire, or project position within the City.

Harassment. Intent to harass or intimidate any other person, uses any lewd, lascivious, indecent, or obscene words, images, or language, or suggests the commission of any lewd or lascivious act; is made anonymously or repeatedly; contains a threat to inflict bodily injury immediately or in the future on the person threatened or to any other person; or contains a threat to damage, immediately or in the future, the property of the person threatened or of any other person; without lawful authority, the person

knowingly threatens to cause bodily injury immediately or in the future to the person threatened or to any other person; or to cause physical damage to the property of a person other than the actor; or to subject the person threatened or any other person to physical confinement or restraint; or maliciously to do any other act which is intended to substantially harm the person threatened or another with respect to his or her physical or mental health or safety; and the person by words or conduct places the person threatened in reasonable fear that the threat will be carried out. "Words or conduct" includes, in addition to any other form of communication or conduct, the sending of an electronic communication (RCW 9A.46.020 & RCW 7.105.010(36)).

Personally Identifying Information. Individually identifying information about an individual and includes information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking.

Sexual Abuse. Any form of nonconsensual sexual conduct including, but not limited to, unwanted or inappropriate touching, rape, molestation, indecent liberties, sexual coercion, sexually explicit photographing or recording, voyeurism, indecent exposure, or sexual harassment (RCW 7.105.010(2)(e)).

Sexual Assault. Rape or rape of a child; Assault with intent to commit rape or rape of a child; Incest or indecent liberties; Child molestation; Sexual misconduct with a minor; Custodial sexual misconduct; Crimes with a sexual motivation; Sexual exploitation or commercial sex abuse of a minor; Promoting prostitution; or an attempt to commit any of the aforementioned offense (RCW 70.125.030(7)).

Stalking. Anyone who intentionally and repeatedly harasses or repeatedly follows another person; The person being harassed or followed is placed in fear that the stalker intends to injure the person, another person, or property of the person or of another person (the feeling of fear must be one that a reasonable person in the same situation would experience under all the circumstances); and the stalker either intends to frighten, intimidate, or harass the person; or knows or reasonably should know that the person is afraid, intimidated, or harassed even if the stalker did not intend to place the person in fear or intimidate or harass the person (RCW 9A.46.110 & RCW 7.105.010(34)).

Verified Statement. A statement signed under penalty of perjury, in accordance with RCW 42.56.250(1)(i) that identifies the alleged perpetrator(s) by name and, if possible, image or likeness, or from the employee a police report, protection order petition, or other documentation of allegations related to the domestic violence, sexual assault or abuse, stalking, or harassment which has been verified by the City.

Responsibilities

Employee.

It is the responsibility of the employee to provide information to the City in the form of a sworn statement and to disclose documentation to support the sworn statement in order for the City to verify that the exception in RCW 42.56.250(1)(i) applies.

Human Resources.

It is the responsibility of Human Resources to apply this Policy and to verify the supported documents.

Statements of Policy and Procedure

General. The Washington State legislature passed House Bill 1533 April 19, 2023, and became effective May 15, 2023. HB 1533 adopts a Public Records Act (PRA) exemption protecting an employee's personally identifiable information if they or a dependent are a survivor of domestic violence, sexual assault, stalking or harassment as defined in state law.

Verified Sworn Statement. Except as applied to public records requests from the news media or as otherwise required by law, during the time an employee's verified sworn statement is in effect, the City redacts as exempt the employee's personally identifiable information such as job title, address of workstations and locations, work email address, work phone number, or bargaining unit, from disclosures under the PRA.

Exemption Basis. There shall two basis for an exemption under RCW 42.56.250(1)(i): (1) being a victim or having a dependent that is a victim of domestic violence, sexual assault, sexual abuse, stalking, or harassment, as defined under the specific criminal procedure statute, Victims of Sexual Assault Act, civil protection order statute, or criminal code; or (2) employees who participated in the Address Confidentiality Program (ACP) as administered by the Washington Secretary of State. Either basis requires the employee to submit a sworn statement with information or evidence to establish eligibility which will be verified by the City.

Information Required. For employees who are participants of the ACP as administered by the Washington Secretary of State, the employee shall provide proof of such participation and complete and submit the Application for Exemption form (available from Human Resources). If the employee is not a participant of the ACP, they shall provide a sworn statement (through the use of the Application for Exemption form) verified by the Human Resources Director, or designee, that the employee or their dependent is a survivor of domestic violence, sexual assault, stalking, or harassment as defined in state law. In addition to the sworn statement, the employee is required to provide documentation that identifies the alleged perpetrator by name and, if possible, image or likeness, or by providing a copy of the police report, protection order petition, or other documentation of the allegation. The Application for Exemption expires after two years but may be renewed by providing a new sworn statement or providing proof of enrollment in the ACP.

Storage of Verified Statement. The completed Verified Statement form will be saved in the employee's personnel file and will be kept confidential in accordance with State law and may not be disclosed without consent of the employee who submitted the documentation unless otherwise required by law. Any additional supporting documentation as listed in this section will not be kept by city personnel. The Application for Exemption, will be kept in a separate folder that is marked "confidential" and shall be kept and maintained in such a manner as to safeguard its contents.

List of Employees Maintained and Updated. The Human Resources Director shall provide lists of employees who are subject to the exemption in RCW 42.56.250(1)(i) to the Public Records Officers. Such list shall include the date upon which such exemption will expire. This list will be updated whenever a new employee is added or removed from the list. The Public Records Officers shall include review of the list anytime a public records request is made that will result in release

of employee information. The list of employees under this section shall be kept confidential and stored or managed in such a manner as to safeguard its contents.

Notice to Police or Other Employees. With the permission of the employee, information about the alleged perpetrator(s) of domestic violence, sexual assault, stalking, or harassment which are described in the verified statement may be provided to police or other employees if such information would be likely to increase safety and security for the employee or other people who may be working or doing business at City facilities.

CERTIFICATION OF ENROLLMENT
ENGROSSED SUBSTITUTE HOUSE BILL 1533

Chapter 458, Laws of 2023

68th Legislature
2023 Regular Session

PERSONAL INFORMATION OF CERTAIN PUBLIC EMPLOYEES—PUBLIC RECORDS ACT
EXEMPTION

EFFECTIVE DATE: May 15, 2023

Passed by the House April 19, 2023
Yeas 57 Nays 41

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate April 7, 2023
Yeas 48 Nays 0

DENNY HECK

President of the Senate

Approved May 15, 2023 2:57 PM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE HOUSE BILL 1533** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

May 16, 2023

**Secretary of State
State of Washington**

ENGROSSED SUBSTITUTE HOUSE BILL 1533

AS AMENDED BY THE SENATE

Passed Legislature - 2023 Regular Session

State of Washington

68th Legislature

2023 Regular Session

By House State Government & Tribal Relations (originally sponsored by Representatives Mena, Davis, Reed, Doglio, Fosse, Berg, Taylor, Ryu, Peterson, Berry, Walen, Alvarado, Ramel, Simmons, Griffey, Morgan, Gregerson, Shavers, Ormsby, Pollet, Fey, Kloba, Bateman, and Macri)

READ FIRST TIME 02/14/23.

1 AN ACT Relating to exempting the disclosure of certain
2 information of agency employees or their dependents who are survivors
3 of domestic violence, sexual assault, harassment, or stalking;
4 amending RCW 42.56.250; creating a new section; providing an
5 expiration date; and declaring an emergency.

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

7 **Sec. 1.** RCW 42.56.250 and 2020 c 106 s 1 are each amended to
8 read as follows:

9 (1) The following employment and licensing information is exempt
10 from public inspection and copying under this chapter:

11 ~~((1))~~ (a) Test questions, scoring keys, and other examination
12 data used to administer a license, employment, or academic
13 examination;

14 ~~((2))~~ (b) All applications for public employment other than for
15 vacancies in elective office, including the names of applicants,
16 resumes, and other related materials submitted with respect to an
17 applicant;

18 ~~((3))~~ (c) Professional growth plans (PGPs) in educator license
19 renewals submitted through the eCert system in the office of the
20 superintendent of public instruction;

1 (~~(4)~~) (d) The following information held by any public agency
2 in personnel records, public employment related records, volunteer
3 rosters, or included in any mailing list of employees or volunteers
4 of any public agency: Residential addresses, residential telephone
5 numbers, personal wireless telephone numbers, personal email
6 addresses, social security numbers, driver's license numbers,
7 identicard numbers, payroll deductions including the amount and
8 identification of the deduction, and emergency contact information of
9 employees or volunteers of a public agency, and the names, dates of
10 birth, residential addresses, residential telephone numbers, personal
11 wireless telephone numbers, personal email addresses, social security
12 numbers, and emergency contact information of dependents of employees
13 or volunteers of a public agency. For purposes of this subsection,
14 "employees" includes independent provider home care workers as
15 defined in RCW 74.39A.240;

16 (~~(5)~~) (e) Information that identifies a person who, while an
17 agency employee: (~~(a)~~) (i) Seeks advice, under an informal process
18 established by the employing agency, in order to ascertain his or her
19 rights in connection with a possible unfair practice under chapter
20 49.60 RCW against the person; and (~~(b)~~) (ii) requests his or her
21 identity or any identifying information not be disclosed;

22 (~~(6)~~) (f) Investigative records compiled by an employing agency
23 in connection with an investigation of a possible unfair practice
24 under chapter 49.60 RCW or of a possible violation of other federal,
25 state, or local laws or an employing agency's internal policies
26 prohibiting discrimination or harassment in employment. Records are
27 exempt in their entirety while the investigation is active and
28 ongoing. After the agency has notified the complaining employee of
29 the outcome of the investigation, the records may be disclosed only
30 if the names of complainants, other accusers, and witnesses are
31 redacted, unless a complainant, other accuser, or witness has
32 consented to the disclosure of his or her name. The employing agency
33 must inform a complainant, other accuser, or witness that his or her
34 name will be redacted from the investigation records unless he or she
35 consents to disclosure;

36 (~~(7)~~) (g) Criminal history records checks for board staff
37 finalist candidates conducted pursuant to RCW 43.33A.025;

38 (~~(8)~~) (h) Photographs and month and year of birth in the
39 personnel files of employees or volunteers of a public agency,
40 including employees and workers of criminal justice agencies as

1 defined in RCW 10.97.030. The news media, as defined in RCW
2 5.68.010(5), shall have access to the photographs and full date of
3 birth. For the purposes of this subsection, news media does not
4 include any person or organization of persons in the custody of a
5 criminal justice agency as defined in RCW 10.97.030;

6 ~~((+9))~~ (i) (i) Any employee's name or other personally identifying
7 information, including but not limited to birthdate, job title,
8 addresses of work stations and locations, work email address, work
9 phone number, bargaining unit, or other similar information,
10 maintained by an agency in personnel-related records or systems, or
11 responsive to a request for a list of individuals subject to the
12 commercial purpose prohibition under RCW 42.56.070(8), if the
13 employee has provided:

14 (A) A sworn statement, signed under penalty of perjury and
15 verified by the director of the employing agency or director's
16 designee, that the employee or a dependent of the employee is a
17 survivor of domestic violence as defined in RCW 10.99.020 or
18 7.105.010, sexual assault as defined in RCW 70.125.030 or sexual
19 abuse as defined in RCW 7.105.010, stalking as described in RCW
20 9A.46.110 or defined in RCW 7.105.010, or harassment as described in
21 RCW 9A.46.020 or defined in RCW 7.105.010, and notifying the agency
22 as to why the employee has a reasonable basis to believe that the
23 risk of domestic violence, sexual assault, sexual abuse, stalking, or
24 harassment continues to exist. A sworn statement under this
25 subsection expires after two years, but may be subsequently renewed
26 by providing a new sworn statement to the employee's employing
27 agency; or

28 (B) Provides proof to the employing agency of the employee's
29 participation or the participation of a dependent in the address
30 confidentiality program under chapter 40.24 RCW.

31 (ii) Any documentation maintained by an agency to administer this
32 subsection (1)(i) is exempt from disclosure under this chapter and is
33 confidential and may not be disclosed without consent of the employee
34 who submitted the documentation. Agencies may provide information to
35 their employees on how to submit a request to anonymize their work
36 email address.

37 (iii) For purposes of this subsection (1)(i), "verified" means
38 that the director of the employing agency or director's designee
39 confirmed that the sworn statement identifies the alleged perpetrator
40 or perpetrators by name and, if possible, image or likeness, or that

1 the director or designee obtained from the employee a police report,
2 protection order petition, or other documentation of allegations
3 related to the domestic violence, sexual assault or abuse, stalking,
4 or harassment.

5 (iv) The exemption in this subsection (1)(i) does not apply to
6 public records requests from the news media as defined in RCW
7 5.68.010(5);

8 (j) The global positioning system data that would indicate the
9 location of the residence of a public employee or volunteer using the
10 global positioning system recording device;

11 ~~((+10+))~~ (k) Until the person reaches eighteen years of age,
12 information, otherwise disclosable under chapter 29A.08 RCW, that
13 relates to a future voter, except for the purpose of processing and
14 delivering ballots; and

15 ~~((+11+))~~ (l) Voluntarily submitted information collected and
16 maintained by a state agency or higher education institution that
17 identifies an individual state employee's personal demographic
18 details. "Personal demographic details" means race or ethnicity,
19 sexual orientation as defined by RCW 49.60.040~~((+26+))~~ (27),
20 immigration status, national origin, or status as a person with a
21 disability. This exemption does not prevent the release of state
22 employee demographic information in a deidentified or aggregate
23 format.

24 ~~((+12+))~~ (2) Upon receipt of a request for information located
25 exclusively in an employee's personnel, payroll, supervisor, or
26 training file, the agency must provide notice to the employee, to any
27 union representing the employee, and to the requestor. The notice
28 must state:

29 (a) The date of the request;

30 (b) The nature of the requested record relating to the employee;

31 (c) That the agency will release any information in the record
32 which is not exempt from the disclosure requirements of this chapter
33 at least ten days from the date the notice is made; and

34 (d) That the employee may seek to enjoin release of the records
35 under RCW 42.56.540.

36 NEW SECTION. Sec. 2. (1) By May 1, 2025, the joint legislative
37 audit and review committee must analyze the impacts of section 1 of
38 this act and must submit a report summarizing its analysis to the
39 legislature. In preparing the report, the joint legislative audit and

1 review committee must consult survivors with direct lived experience
2 of domestic violence, sexual assault or abuse, stalking, or
3 harassment. The report must include, at a minimum:

4 (a) Whether the exemption created in section 1 of this act, and
5 exceptions to the exemption, effectively protects public employees
6 and dependents who are survivors of domestic violence, sexual assault
7 or abuse, stalking, or harassment by protecting their personal
8 information while maintaining public transparency and oversight of
9 governmental operations; and

10 (b) Whether the exemption created in section 1 of this act, and
11 exceptions to the exemption, should be maintained or modified to
12 ensure the protection of public employees and dependents who are
13 survivors of domestic violence, sexual assault or abuse, stalking, or
14 harassment by protecting their personal information while maintaining
15 public transparency and oversight of governmental operations.

16 (2) This section expires June 30, 2025.

17 NEW SECTION. **Sec. 3.** This act is necessary for the immediate
18 preservation of the public peace, health, or safety, or support of
19 the state government and its existing public institutions, and takes
20 effect immediately.

Passed by the House April 19, 2023.

Passed by the Senate April 7, 2023.

Approved by the Governor May 15, 2023.

Filed in Office of Secretary of State May 16, 2023.

--- END ---



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 4L</u>	Meeting Date:	<u>September 13, 2023</u>
Subject:	<u>Approval of Amendment No. 3 to Contract No.</u>	Prepared by:	<u>Angela Garcia, DCD</u>
	<u>094- 21 with West Coast Code Consultants</u>		
	<u>(WC-3) for Building/Fire Code Plan Review</u>	Atty Routing No.:	<u>366922-0011</u>
	<u>and Inspection Services</u>	Atty Review Date:	<u>August 2, 2023</u>

Summary: Due to the volume of building and development permits and plans submitted to the City, the City utilizes consulting services to assist staff with plan review and building inspections to ensure that the need is timely met. On September 20, 2021, following City Council approval and authorization, the City executed a Professional Service Agreement with West Coast Code Consultants Inc. (WC-3), a qualified consultant, for Plan Review and Building Inspection Services (Contract C094-21), after selecting West Coast Code Consultants Inc. following the necessary procurement process consistent with state law and the City's Procurement Policies for professional services (solicitation of statements of qualifications and evaluation).

The City Council then authorized and the City executed Amendment No. 1 to the Agreement to increase the total compensation limit and extend the term due to an influx of additional work. Amendment No. 1 to C094-21 increased the "not to exceed" total contract amount of \$280,000 and extended the term to September 20, 2023. At the time of approval, staff believed that the City would not reach the contract amount prior to the end of the contract date but given permitting volumes, particularly for multi-family development, and the City's targets for time periods in which to turn around building permit applications, the City requires additional services for the City to maintain levels of service. Due to this demand, staff submitted Amendment No. 2 to the City Council to extend the term of the Agreement to September 20, 2024, and to increase the total contract "not to exceed" amount by an additional \$140,000 (as the City has been averaging that amount, per year, for these services due to the volume of demand), to a new total of \$420,000.

Amendment No. 2 was submitted to the City Council on August 8, 2023, and approved by motion the City Council. Due to a miscommunication with the Consultant, staff learned after approval of Amendment No. 2 that the Consultant provided updated rates for 2024 that needed to be incorporated into the contract. Accordingly, staff recommends the Council adopt Amendment No. 3 to the Agreement to utilize the new billing rates set out on new Exhibit B to the Agreement. The "not to exceed" maximum does not increase as a result of this Amendment.

Recommendation: Staff recommends that the City Council authorize the Mayor to execute Amendment No. 3 to C094-21.

Relationship to Comprehensive Plan: N/A

Motion for consideration: “I move to authorize the Mayor to execute Amendment Nos. 3 to Contract No. C094-21 with West Coast Code Consultants for building /fire code plan review and inspection services.”

Fiscal Impact: The City’s building permit and plan check fee revenues are greatly above budgeted revenues. It is anticipated that corresponding revenues offset the expenditures for this service.

Alternatives: Hire additional staff building inspectors and plan reviewers.

Attachments: Amendment No. 3 to Contract No. C094-21
Courtesy copy of Contract No. C094-21
Courtesy copy of Amendment No. 1 to Contract No. C094-21
Courtesy copy of Amendment No. 2 to Contract No. C094-21

Amendment No. 3 to Contract No. C094-21
CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT
WITH WEST COAST CODE CONSULTANT'S INC.

THIS AMENDMENT to Contract No. C094-21 ("Amendment") is made effective as of the date of mutual execution hereof, by and between the City of Port Orchard ("City), a municipal corporation, organized under the laws of the State of Washington, and WEST COAST CODE CONSULTANT'S INC., a corporation organized under the laws of the State of Washington, located and doing business at 19109 36th Ave W, Suite 207, Lynnwood, WA 98036 ("Consultant").

WHEREAS, on September 14, 2021, the City executed a Professional Service Agreement with Consultant, for the provision of Building/Fire Code Plan Review and Building/Fire Code Inspection Services ("Underlying Agreement"); and

WHEREAS, Consultant was selected for these services following a procurement process utilizing the consultant roster hosted by MRSC to select a consultant for personal services, under a main category of Building Department Services and a subcategory of Building Inspection Services; and

WHEREAS, by Amendment No. 1 to the Underlying Agreement in August 2022, the City and Consultant extended the term of the Underlying Agreement to September 20, 2023, and increased the total contract capacity to \$280,000; and

WHEREAS, due to an increased need for the services provided by the Consultant the City desires to increase the contract authority provide in Contract C094-21, to ensure that these services may continue for the remaining term of the Underlying Agreement and are not disrupted; and

WHEREAS, by Amendment No. 2 to the Underlying Agreement, the parties extended the term of the Underlying Agreement to September 20, 2024, and increased the total contract capacity to \$420,000; and

WHEREAS, Consultant has requested an additional amendment to provide updated billing rates for the remainder of the term of the Agreement, as amended; and

WHEREAS, the Consultant and the City have conferred and have agreed to the new billing rates for the remainder of the term of the Agreement; and

WHEREAS, the parties wish to memorialize their agreement to so amend the Underlying Agreement; NOW, THEREFORE,

In consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

1. Exhibit B of the Underlying Agreement (C094-21) is replaced by Exhibit B hereto and incorporated herein by this reference.
2. In all other respects, the Underlying Agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Amendment on dates set forth below.

CITY OF PORT ORCHARD,
WASHINGTON

CONSULTANT

Robert Putaansuu, Mayor

Date: _____

Signature

Printed Name and Title

Date: _____

ATTEST/AUTHENTICATED:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney



EXHIBIT B

COMPENSATION & RATES

Our standard fees are a percentage of the City's plan review fees. Plan review includes the initial and second review.

Inspection services requiring deployment from the Lynnwood WA office use hourly rates; applying to travel from Lynnwood to the City of Port Orchard and from Port Orchard to Lynnwood.

Services not listed below may be negotiated:

TABLE OF BILLING RATES

BUILDING SERVICES	FIXED FEE AMOUNT
Complete Building Plan Review	65% of Plan Review Fees
3rd & Subsequent Plan Reviews with City Approval	\$125 / Hour
Revisions / Deferred Submittals	\$125 / Hour
Expedited Plan Review	150% of Regular Plan Review Fees
POSITION	HOURLY RATE
Building Official	\$130 / Hour
Engineer, Professional or Structural	\$130 - \$140 / Hour DOE
Plan Reviewer	\$125 / Hour
Fire Plan Reviewer / Inspector	\$125 / Hour
Building Inspector	\$105 - \$120/ Hour DOE
Permit Technician	\$90 / Hour
Education/Instructor	\$130 / Hour, \$1,200 per day
<p>Miscellaneous:</p> <p><i>*Reimbursable expenses may include printing costs. Travel charges such as, ferry, parking & toll charges. Actual cost without mark-up, portal to portal.</i></p> <p><i>*Reimbursement for mileage are for the use of personal automobiles within the Jurisdiction's limits; typically by Field Inspectors. Calculated at the current IRS rate.</i></p> <p><i>*\$85 Trip Fee to offset the milage cost of deploying inspection staff to the City. Used for deployment of WC³ staff based in the Lynnwood office and the City.</i></p> <p><i>*Eight (8) hour minimum is required for all requested inspections.</i></p> <p><i>*All rates require a minimum charge of 1 hour.</i></p> <p><i>*Education: Requires 1 hour of prep time for every 3 hours teaching time with a minimum charge of 1 hour.</i></p> <p><i>*All fees and rates are subject to annual review, periodic increases, and acceptance by the City.</i></p>	

CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 14th day of September, 2021, by and between the City of Port Orchard, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PORT ORCHARD, WASHINGTON (hereinafter the "CITY")
216 Prospect Street
Port Orchard, Washington 98366

Contact: Mayor Robert Putaansuu

Phone: 360.876.4407 Fax: 360.895.9029

and, WEST COAST CODE CONSULTANTS, INC. a corporation, organized under the laws of the State of Washington, doing business at:
19109 36th Ave W, Suite 207
Lynnwood, WA 98036

(hereinafter the "CONSULTANT")

Contact: Martha (Marty) Gillis

Phone: 425.582.1719, Cell: 425-773-0448

for professional services in connection with the following Project:

Building/Fire Code Plan Review and Building/Fire Code Inspection Services

TERMS AND CONDITIONS

1. Services by Consultant.

A. The Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A" The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

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.

3. **Terms.** This Agreement shall commence on 9-20-2021 ("Commencement Date") and shall terminate 9-20-2022 unless extended or terminated in writing as provided herein. **The City reserves the right to offer two (2) one-year extensions prior to contract expiration to retain the selected company's services.**

4. **Compensation.**

☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.

☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed **\$ 140,000.00** without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto fixed rates and hourly fees as specified in 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**

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

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

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

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

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

8. Suspension and Termination of Agreement

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

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

C. Rights Upon Termination.

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

termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained, by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

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

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

10. Ownership of Work Product.

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

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

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at

the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

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

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

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.

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

West Coast Code Consultants, Inc.
Martha (Marty) Gillis
NW Regional Manager
19109 36th Ave W, Suite 207
Lynnwood, WA 98036

Phone: 425-582-1719

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 obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

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

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

CITY OF PORT ORCHARD,
WASHINGTON

By: _____

Robert Putaansuu, Mayor

ATTEST/AUTHENTICATE:

By: _____

Brandy Rinearson, MMC
City Clerk

APPROVED AS TO FORM:

By: _____

Charlotte A. Archer, City Attorney



WEST COAST CODE CONSULTANTS, INC.

By: _____

Name: Martha (Marty) Gillis

Title: NW Regional Manager

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

When requested by the Jurisdiction, the Consultant will provide services in accordance with the terms and conditions of this agreement.

BUILDING OFFICIAL SERVICES

At the request of the Jurisdiction's Building Official, services may be provided for code interpretation and administrative needs such as ordinance review and update, staffing needs and department budget development and review.

MEETING ATTENDANCE

The Consultant's staff is available to attend Jurisdiction requested meetings such as pre-application, pre-construction or cooperative review meetings.

PLAN REVIEW

The Jurisdiction will determine which plans and building permit applications will be reviewed by the Consultant. The Jurisdiction will intake, track, and process the permit applications and all revisions per current building permit administration procedures. The Consultant will review such plans submitted with building permit applications for structural and nonstructural code compliance in accordance with the currently adopted construction codes as adopted and amended by the state of Washington and the Jurisdiction, except that the Consultant will confer with the Jurisdiction's Building Official and his/her agent on any portion of the review that specifically requires the approval of the Building Official as specified in the code(s).

The Consultant will not design for the applicant, make any structural changes on the plans, or make any changes that directly contradict other information on the plans. Significant changes must be made by or under the direction of the applicant or design professional.

When the plans and applications are consistent with the Jurisdiction's codes, the Consultant will indicate that the drawings have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. The reviewer's name and date of compliance will be affixed to each sheet in up to three sets of drawings including the cover sheet.

Full Plan Review: Upon request by the Jurisdiction, the Consultant shall review all project documents which consist of plans, specifications and engineering. The Consultant will approve and return the plans to the Jurisdiction for additional permit processing; or a plan review correction letter will be drafted identifying corrections or requesting additional information and routed to the Jurisdiction.

The Consultant will approve and return the plans to the Jurisdiction for additional permit processing; or a plan review correction letter will be drafted identifying corrections or requesting additional information and routed to the Jurisdiction. Review may include:

- Structural Review
- Architectural Review
- Energy Review
- Barrier Free Accessibility Review
- Fire Code Review
- Fire Sprinkler Review
- Fire Alarm Review
- Mechanical Review



- Plumbing Review

- Civil/Site Plan Review

Deferred Review & Review After Permit Issuance: Upon request by the Jurisdiction, the Consultant shall review deferred submittal designs, approve and return plans to the Jurisdiction for additional permit processing; or a plan review correction letter will be drafted identifying corrections or requesting additional information. Review of deferred submittal items or revision to permits after approval or permit issuance are provided at an hourly rate included in **Exhibit B**.

Additional Reviews: The Consultant shall perform additional reviews beyond (1) recheck when authorized by the Jurisdiction, at an hourly rate as described in **Exhibit B**.

Turn-around Time: Plans will be reviewed using the Washington State Building and Energy Code as adopted by the Jurisdiction and will be processed using the Timeline Schedule for Plan Review listed below. Timeline commences upon delivery of a complete permit application and plans; and ends upon the delivery of a correction letter or return of the approved permit application and plans. The Jurisdiction's Building Official has sole authority to interpret and reject plans.

- The review time may be negotiated based on the number and complexity of projects to be reviewed. The Consultant will not be held responsible for delays beyond the Consultant's control. During heavy workloads or schedule delays, the Consultant shall notify the Jurisdiction of revisions to estimated target dates.

Timeline Schedule for Plan Review

Project Type	Initial Review (Business Days)	Recheck (Business Days)
Residential Projects (New Construction, Additions & Remodels)	10	5
New Multi-Family Projects	15	10
Commercial Projects	10-20	7-10
Commercial Additions, Tenant Improvements	10	5-7

**All turnaround times have been specified from the full day they are received in our offices.*

BUILDING INSPECTION

Depending on staff availability the Consultant will provide a certified building inspector or equal to perform the following services on an as-needed, on-call basis:

- Upon authorization by the Jurisdiction, the inspector will perform building inspection work for the Jurisdiction.
- Generally advance notice of inspection requests are recommended and desired to assure confirmation of staffing needed to provide inspection services. This is generally possible for scheduled vacations, training events, and other known scheduling needs such as heavy workflow. In the case of heavy work flow a jurisdiction provides notice that a set schedule, is requested (IE Tuesday Thursday for the next 4 months starting March 1, etc.) while this method is desirable to assure adequate staffing, unscheduled inspection requests may be made. Consultant respectfully requests as much advance notice as possible and will work diligently to provide inspection staff meeting your needs.



- At the request by the Jurisdiction, the inspector shall be asked to perform one or more of the following inspection tasks:
 - non-structural fire and life safety inspections
 - structural inspections
 - energy code inspections
 - barrier free inspections
 - mechanical & plumbing inspections
 - building code compliance, compliance inspections
- The inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 etc.), and Energy Code (WAC 51-11), and the applicable City Building Codes. The inspector will confer with the Jurisdiction's Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.
- Inspections will be done in accordance with all codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit.
- The Jurisdiction shall guarantee a minimum of 8 hours of inspection each work day that inspection services are provided, unless otherwise mutually agreed.
- All inspections and re-inspections will be performed for compliance with the Washington Codes and all applicable State, Federal and local laws and City amendments under the direction of City staff using City procedures and methods. Consultant inspectors will confer with the Building Official and/or designated staff member on all discretionary decisions or requests for alternate materials or types of construction.

Vehicles, Office Equipment:

Consultant inspectors will provide services as if they were regular members of the Jurisdiction inspection staff.

Vehicles:

Jurisdiction vehicles will not be used to perform Jurisdiction inspections unless specifically permitted and directed. If Jurisdiction vehicles are used, reimbursement charges for mileage will not apply.

Reimbursement charges will apply for use of private vehicles for inspection services.

Office Equipment, Computers etc.:

Consultant inspectors may (at the Jurisdiction's discretion) be assigned Jurisdiction office equipment such as computers, tablets, phones, iPads or printers and may have access to these tools while on-call. Consultant inspection staff will abide by the Jurisdiction policies and procedures regarding the use of all assigned equipment.

ADDITIONAL SERVICES:

Additional services may be provided as needed and as mutually agreed upon. Note that Consultant may be able to provide services which are not specifically listed below.



Permit Technician: The following services are available at the request of the Jurisdiction depending on Consultant staff availability.

- Permit Technician

Code Training and Coaching: Upon request by the Jurisdiction, the Consultant shall assist staff with knowledge and resources to enhance their skill level and efficiency. The Consultant will also help with a coaching plan to assist obtaining ICC certification.

- Full day seminar style training sessions
- One on one sessions with staff



EXHIBIT B

COMPENSATION & RATES

Our standard fees are a percentage of the City's plan review fees. Plan review includes the initial and second review.

Inspection services requiring deployment from the Lynnwood WA office use hourly rates; applying to travel from Lynnwood to the City of Port Orchard and from Port Orchard to Lynnwood.

Services not listed below may be negotiated:

TABLE OF BILLING RATES

BUILDING SERVICES	FIXED FEE AMOUNT
Complete Building Plan Review	65% of Plan Review Fees
3rd & Subsequent Plan Reviews with City Approval	\$110 / Hour
Revisions / Deferred Submittals	\$110 / Hour
Expedited Plan Review	150% of Regular Plan Review Fees
POSITION	HOURLY RATE
Building Official	\$120 / Hour
Engineer, Professional or Structural	\$110.00 - \$130 / Hour DOE
Plan Reviewer	\$110 / Hour
Fire Plan Reviewer / Inspector	\$110 / Hour
Building Inspector	\$95 - \$110/ Hour DOE
Permit Technician	\$85 / Hour
Education/Instructor	\$105 / Hour, \$1,200 per day
<p>Miscellaneous:</p> <p><i>*Reimbursable expenses may include printing costs. Travel charges such as, ferry, parking & toll charges. Actual cost without mark-up, portal to portal.</i></p> <p><i>*Reimbursement for mileage are for the use of personal automobiles within the Jurisdiction's limits; typically by Field Inspectors. Calculated at the current IRS rate.</i></p> <p><i>*\$85 Trip Fee to offset the milage cost of deploying inspection staff to the City. Used for deployment of WC³ staff based in the Lynnwood office and the City.</i></p> <p><i>*Eight (8) hour minimum is required for all requested inspections.</i></p> <p><i>*All rates require a minimum charge of 1 hour.</i></p> <p><i>*Education: Requires 1 hour of prep time for every 3 hours teaching time with a minimum charge of 1 hour.</i></p> <p><i>*All fees and rates are subject to annual review, periodic increases, and acceptance by the City.</i></p>	



Invoicing

- Invoices shall be generated upon completion of 1st review, subsequent review, and at final approval with all supporting documents required by the Jurisdiction and the Consultant. The Consultant services shall be invoiced for services provided and are not dependent on achieving sufficient resolution needed to approve permit issuance.
- Invoices shall be submitted electronically to the Jurisdiction by the 10th day of each month.
- The Jurisdiction shall notify the Consultant of any discrepancy, and the Consultant shall correct accordingly.
- Invoices shall be paid within a maximum of 30 days of receipt, unless mutually agreed by the Jurisdiction and Consultant.

Amendment No. 1 to Contract No. C094-21
CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT
WITH WEST COAST CODE CONSULTANT'S INC.

THIS AMENDMENT to Contract No. C094-21 ("Amendment") is made effective as of the date of mutual execution hereof, by and between the City of Port Orchard ("City"), a municipal corporation, organized under the laws of the State of Washington, and WEST COAST CODE CONSULTANT'S INC., a corporation organized under the laws of the State of Washington, located and doing business at 19109 36th Ave W, Suite 207, Lynnwood, WA 98036 ("Consultant").

WHEREAS, on September 14, 2021, the City executed a Professional Service Agreement with Consultant, for the provision of Building/Fire Code Plan Review and Building/Fire Code Inspection Services ("Underlying Agreement"); and

WHEREAS, Consultant was selected for these services following a procurement process utilizing the consultant roster hosted by MRSC to select a consultant for personal services, under a main category of Building Department Services and a subcategory of Building Inspection Services; and

WHEREAS, due to an increased need for the services provided by the Consultant the City desires to increase the contract authority provide in Contract C094-21, to ensure that these services may continue for the remaining term of the Underlying Agreement and are not disrupted; and

WHEREAS, the Consultant and the City have conferred and have agreed to increase the total compensation limit and an extension of the term; and

WHEREAS, the parties wish to memorialize their agreement to so amend the Underlying Agreement; NOW, THEREFORE,

In consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

1. Section 3 of the Underlying Agreement (C094-21) between the parties is amended to state the Underlying Agreement shall terminate on 9-20-2023 unless extended or terminated in writing as provided herein. The City reserves the right to offer one (1) one-year extension prior to contract expiration to retain the selected company's services.
2. Section 4 of the Underlying Agreement (C094-21) between the parties is amended to increase the total not to exceed amount for the life of the Agreement from \$140,000 to \$280,000, inclusive of all amounts paid prior to the execution of this Amendment.
3. In all other respects, the Underlying Agreement between the parties shall remain in full force

and effect, amended as set forth herein, but only as set forth herein.

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

CITY OF PORT ORCHARD,
WASHINGTON

CONSULTANT

DocuSigned by:
Robert Putaansuu
F69E88B5D0E74EF...
Robert Putaansuu, Mayor

Martha J. Gillis
Signature

Martha (Marty) J. Gillis, NW Regional Manager
Printed Name and Title

ATTEST/AUTHENTICATED:

DocuSigned by:
Brandy Wallace
17ABCA3C189A465...
Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Charlotte Archer
203701F25520457...
Charlotte A. Archer, City Attorney



Amendment No. 2 to Contract No. C094-21
CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT
WITH WEST COAST CODE CONSULTANT'S INC.

THIS SECOND AMENDMENT to Contract No. C094-21 ("Amendment") is made effective on August 9, 2023, by and between the City of Port Orchard ("City"), a municipal corporation, organized under the laws of the State of Washington, and WEST COAST CODE CONSULTANTS INC., a corporation organized under the laws of the State of Washington, located and doing business at 19109 36th Ave W, Suite 207, Lynnwood, WA 98036 ("Consultant").

WHEREAS, on September 14, 2021, the City executed a Professional Service Agreement with Consultant, for the provision of Building/Fire Code Plan Review and Building/Fire Code Inspection Services ("Underlying Agreement"); and

WHEREAS, Consultant was selected for these services following a procurement process utilizing the consultant roster hosted by MRSC to select a consultant for personal services, under a main category of Building Department Services and a subcategory of Building Inspection Services; and

WHEREAS, due to an increased need for the services provided by the Consultant, the City authorized Amendment No. 1 to the Underlying Agreement to extend the term of the Underlying Agreement to September 20, 2023, with an option to extend for an additional one-year term, and to increase the "not to exceed" amount for the Underlying Agreement by \$140,000 to \$280,000, inclusive of all amounts paid prior to the execution of Amendment No. 1; and

WHEREAS, the City continues to see an unanticipated influx of development activity and associated permitting that necessitates the use of Consultant's services to maintain levels of service, and desires to extend the term of the Underlying Agreement and increase the contract authority provide in Contract C094-21, to ensure that these services may continue; and

WHEREAS, the parties wish to memorialize their agreement to so amend the Underlying Agreement;

NOW, THEREFORE, in consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

1. Section 3 of the Underlying Agreement (C094-21) between the parties is amended to state the Underlying Agreement shall terminate on 9-20-2024 unless extended or terminated in writing as provided herein.
2. Section 4 of the Underlying Agreement (C094-21) between the parties is amended to increase the total not to exceed amount for the life of the Agreement from \$280,000 to \$420,000, inclusive of all amounts paid prior to the execution of this Amendment.

3. In all other respects, the Underlying Agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

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

CITY OF PORT ORCHARD,
WASHINGTON

CONSULTANT

Robert Putaansuu, Mayor

Signature

ATTEST/AUTHENTICATED:

Printed Name and Title

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney



Economic Impact Analysis Returns on Investment 2024 - 2028

June 5, 2023

Prepared by:



The research and analysis division of NCDS Inc.
12460 Crabapple Rd., Suite 202-638, Alpharetta, GA 30004
517 449.0900 * www.ncdsinc.net

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Notice: IMPLAN® and Other 2021 Data

2021 data from IMPLAN® is now available and used in this analysis. It is the latest data available because data collecting agencies, like the US Census, publish data that lag the calendar by one year. COVID-19 affected 2020 and 2021 data, and while many, including NCDS, used 2019 data instead of 2020, the new 2021 data should be used because it captures trade flows for a “new normal” economy, and includes other important: updates, estimates, and adjustments. During 2020 COVID-19 changed: income data, commuting patterns, rents, travel, entertainment, personal services and more. While some spending fell home building, groceries and non-store retail spending went up. International trade in exports and imports fell and the savings rate went way up. Now, many of these changes have reversed, but some are being accepted as a “new normal”. Non-store retailing is a great example of big increases due to COVID-19 that appear to be continuing as a “new normal”.

Introduction

This analysis computes the impacts of the Kitsap Economic Development Alliance’s new One Kitsap strategic plan to create and retain 2,500 jobs during the next 5 years. One Kitsap is a public/private partnership that will take on a number of economic and community development initiatives from 2024 through 2028. The plan includes marketing and recruiting, directed at 5 target industries that can benefit from Kitsap County’s advantages for companies in these industries.

Economic impacts were computed by an Input/Output, I/O model created for Kitsap County. The model is based on data from IMPLAN®, the most widely used system in the USA to compute impacts. The model is based on 2021 data (see notice on “Contents” page). IMPLAN® data has 546 possible sectors. The model created for Kitsap County has 279 sectors. After entering jobs by sector as inputs, 262 sectors were impacted. Data in this analysis was updated to latest available.

Economic impacts include “direct, indirect, and induced” impacts. The “direct” impact is the jobs created or retained. “Indirect” impacts come from the purchase of goods and services, business-to-business. As all those impacted from new and retained jobs spend their earnings, there are more “induced” impacts.

Economic impacts are measured by: jobs, income, value added, and output (total business activity). Impacts also include spending, savings, taxes, and return on investment for both public and private investors. **Table 1** summarizes projected total economic impacts in 2023 dollars from One Kitsap projects that will create and retain jobs.

**Table 1: One Kitsap
Total Economic Impact**

Impact Measure	Total Impact
Jobs	3,974
Income	\$303,259,041
Value Added	\$468,172,964
Output	\$838,110,242
Disposable Income	\$258,679,962
Consumer Spending	\$249,108,803
Savings Deposit Potential	\$9,571,159
Kitsap County Tax Revenue	\$3,419,481
Kitsap County - Municipalities Tax Revenue	\$2,225,152
Kitsap County - Special Taxing Districts Tax Revenue	\$5,812,156
State of Washington Tax Revenue	\$17,196,057
Kitsap County Return on Investment ROI	\$6.01 : \$1.00
Kitsap County Municipalities ROI	\$2.11: \$1.00
Private Sector ROI	\$40.07 : \$1.00

Source: NCDS, Economic Strategy Center I/O model for Kitsap County, Washington.

Executive Summary

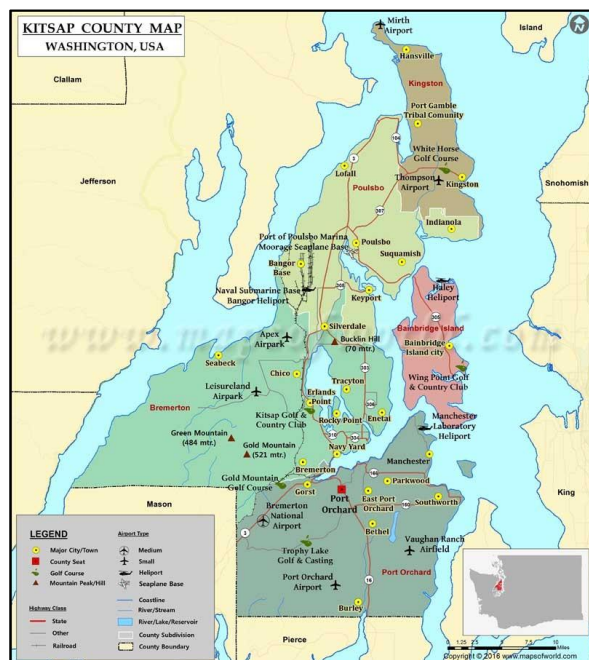
- Returns on investments in One Kitsap will be very positive. In 2023 dollars, 5 years of steady growth in jobs will return \$40.07 to the business community in average corporate profits for every \$1.00 invested. For every \$1.00 invested by Kitsap County, \$6.01 will be returned in the form of new tax revenue, and Kitsap County municipalities will receive \$2.11 for every \$1.00 invested.
- In 2023 dollars, Kitsap County will receive \$3,419,481 in taxes, while its' municipalities will receive \$2,225,152. Special tax districts will receive \$5,812,156. While Kitsap County and its' taxing units will receive a total of \$11,456,789 in taxes, the federal government will receive the most, with \$61,151,207 in taxes primarily from social security and income taxes.
- Kitsap County plays a significant role in the "South Sound" economy which is part of the Seattle-Tacoma-Bremerton Combined Statistical Area. Kitsap and the three adjacent counties of Pierce, Thurston and Mason define the "South Sound economy. Kitsap has 17.7% of the South Sound population and 14.7% of this region's employment. While direct impacts from jobs and spending will occur in Kitsap County, these direct impacts will create indirect and induced impacts in Pierce, Thurston, and Mason counties. The South Sound area is unique when considering impacts because ferry service to King, Snohomish and Island Counties, allows some small amounts of indirect and induced impacts to occur in these "non-adjacent" counties.
- The ripple effect of new jobs is computed based on multipliers. These multipliers show the impact of sales, income, spending and saving, which in turn increase the employment and earnings of other business sectors. The goal of 2,500 direct jobs will create income of \$223.0 million, value added of \$326.7 million and new output of \$589.0 million. These are the initial and "direct" impacts. Then as indirect impacts accumulate through business-to-business purchasing, and all those affected spend new income (induced impacts), the initial impacts will multiply to create 3,974 jobs, a multiplier of 1.59 and \$303.3 million of income, a multiplier of 1.36. Value added will multiply by 1.43 to total \$468.2 million, and output (total business) by 1.42 to total \$838.1 million.
- Total income of \$303,259,041 from jobs will create disposable income, spending and savings. In 2023 dollars, total income after taxes will create disposable income of \$258,679,962. Disposable income will create \$249,108,803 in consumer spending and \$9,571,159 in savings deposit potential.
- The projected impact of jobs will increase consumer expenditures in the Kitsap County area, a benefit to all businesses. Housing with \$87.7 million in spending leads the list of 10 major spending categories, followed by transportation and food. Personal insurance and pensions, health care, entertainment, and cash contributions are in the middle. Apparel and services, education and personal care complete the list of spending categories.
- One Kitsap projects will create \$838,110,242 in total output, which is "business activity". Real estate, with \$23.1 million in new output leads the list of the "Top 10" sectors with new output, followed by owner-occupied housing, with \$22.8 million in new output. Employment services, banks and credit unions, and the Kitsap Public Utility District (drinking water, wastewater, and fiber internet) round out the top 5. Full-service restaurants rank 6th in total output, followed by limited-service restaurants (fast food), accounting services, and architectural and engineering services. Hospitals round out the "Top 10". See **Appendix IV** for a complete list.

Economic Impact Analysis

A. Kitsap County and the Metropolitan Area

The Kitsap Economic Development Alliance is launching “One Kitsap”, a five-year strategic economic development initiative. It is a public/private partnership that includes private employers, the federal employer (Navy), the county and its’ municipalities, neighboring counties, Tribal Nations, Olympic College campuses, university partners, the K-12 system, Port of Bremerton, industrial parks, developers, builders, Chambers of Commerce, and Community nonprofits. This Economic Impact Analysis computes the projected impacts of One Kitsap.

Kitsap County



Kitsap County has a population of 277,673 as of 2022. Its’ county seat is Port Orchard, and its’ largest city is Bremerton. Kitsap residents and visitors enjoy 234 miles of scenic saltwater coastline, a diverse set of communities, access to transportation, and a county-wide, high-speed fiber optic network.

The United States Navy is by far the largest employer in the county with 36,978 civilian, active duty and contract employees. Installations are Puget Sound Naval Shipyard, Naval Undersea Warfare Center Keyport, and Naval Base Kitsap (below).



Kitsap County is connected to the eastern shore of Puget Sound by Washington State Ferry routes and Kitsap Transit. Kitsap Fast Ferries is a passenger ferry service operating between Seattle and Kitsap County, funded and operated by Kitsap Transit.

Kitsap Ferry

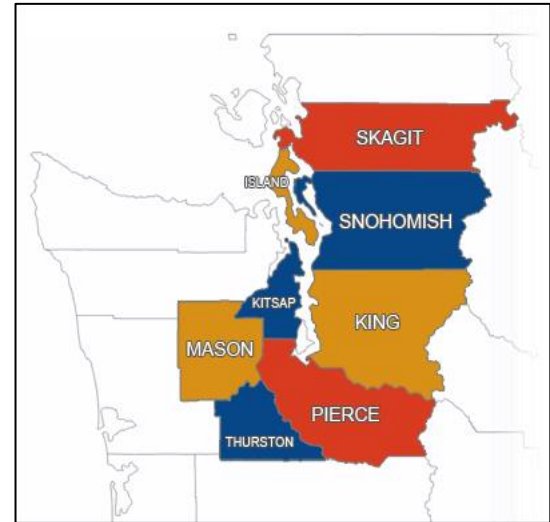


Employment increases in Kitsap County are the direct impacts that generate additional indirect (business to business) and induced employment, income and business activity. A central question is, *where will these impacts occur?* Neighboring counties will receive some indirect and induced impacts, and demographics are good indicators of how impacts will be distributed.

Seattle and King County is the population and commercial center of the 3-county Seattle-Tacoma-Bellevue MSA which, in addition to King County, includes the adjacent counties of Snohomish and Pierce. This MSA is part of a larger CMSA (see map).

Kitsap County plays a significant role in the “South Sound” economy. Based on commuting patterns, the metropolitan areas of Olympia, Bremerton and Mount Vernon, along with a few smaller urban areas are grouped together in a wider labor market region known as the Seattle-Tacoma-Bremerton Combined Statistical Area, which adds the Counties of: Pierce, Thurston, Mason, Kitsap and Skagit (see map).

Kitsap and the three adjacent counties of Pierce, Thurston and Mason define the “South Sound economy (see **Table 2**).



Seattle – Tacoma – Bremerton CMSA

Table 2: South Sound Area Counties Population & Employment

County	Population Estimates July 1, 2022	% of Population	Employment 2020	% of Employment
Kitsap	277,673	17.7%	63,101	14.7%
Mason	68,166	4.3%	9,589	2.2%
Pierce	927,380	59.0%	279,552	65.2%
Thurston	298,758	19.0%	76,890	17.9%
Total	1,571,977	100.0%	429,132	100.0%

Source: U.S. Census. Employment in 2020 does not include proprietors and partners of unincorporated businesses.

Concentrations of employment define commercial centers where there is relatively more consumer spending. Pierce County, including Tacoma, is the employment center of the South Sound with 59.0% of the population, and has an even greater share of employment which is 65.2% of the total. But, Kitsap has 17.7% of the South Sound population and 14.7% of this region’s employment.

While direct impacts from jobs and spending will occur in Kitsap County, these direct impacts will create indirect and induced impacts in Pierce, Thurston, and Mason counties.

The South Sound area is unique when considering impacts because ferry service to King, Snohomish and Island Counties, allows for some indirect and induced impacts to occur in these “non-adjacent” counties.

Within Kitsap County, indirect and induced impacts will tend to be clustered in the County's four cities: Bainbridge Island, Bremerton, Port Orchard, and Poulsbo. **Table 3** shows how these four cities rank by population and retail sales.

The City of Bremerton is a major commercial center that ranks 1st in both population and retail sales among the four cities. Bainbridge Island ranks 2nd in Population but 4th in retail sales, so this City is more residential than commercial. The City of Port Orchard, the County Seat, ranks 2nd in retail sales, but 3rd in population, so this city is relatively more commercial than residential. Finally, the City of Poulsbo also has relatively more commercial activity and ranks 3rd in retail sales. Poulsbo ranks 4th in population.

Other significant municipalities that are not cities include: Gorst, Kingston, Seabeck, Southworth, and Silverdale. These municipalities and the four cities are shown on the map to the right.

While indirect and induced impacts tend to occur in commercial areas, direct impacts from jobs are more likely to occur in one of the County's ten industrial parks. These industrial parks are also shown on the map to the right.



Table 3: Kitsap County Cities Population & Employment

City	Population Estimates July 1, 2021	Rank by Population	Retail Sales 2017 (\$1,000)	Rank by Retail Sales
Bainbridge Island*	24,546	2	\$193,870	4
Bremerton*	44,122	1	\$832,068	1
Port Orchard* (County Seat)	15,979	3	\$557,967	2
Poulsbo*	11,891	4	\$378,834	3

Source: U.S. Census.

B. The Input/Output Model

This analysis quantifies the projected economic impacts of One Kitsap. Work by the Kitsap Economic Development Alliance helps companies create and retain jobs. Employment increases in certain sectors are the direct impacts (inputs) that generate additional indirect and induced employment, income and output (business activity) in many other sectors.

An Input/Output model was created for Kitsap County that computes sector-to-sector trade flows. Socio-economic data was assembled to create the “*Kitsap County Input/Output Model*”, in other words, the “Input/Output” or I/O model summarized in **Table 4**. The model in **Table 4** is based on 2021 data for IMPLAN® released in December 2022. IMPLAN® is the most widely used system to compute impacts.

IMPLAN® is the most popular system to compute impacts because it has major advantages over the other two economic impact models, RIMS II and REMI. Compared to IMPLAN®, REMI is expensive and too complex for many applications, because it adds econometric modeling techniques and forecasting to basic Input/Output models. RIMS II compared to IMPLAN®, also has several disadvantages. RIMS II does not show a breakdown of impacts by industry, and it does not include information needed to estimate tax impacts on counties, municipalities, special tax districts, or state and federal government. In addition, RIMS II does not allow for multi-regional modeling.

This analysis incorporates revisions of IMPLAN® to increase industry details and incorporate newly released data. It also incorporates revisions to the National Income and Product Accounts, and new data from the Census Bureau. The IMPLAN® system has 546 sectors.

**Table 4: Kitsap County Input/Output Model
- Data Summary -**

Model Year¹	2021
Gross Regional Product²	\$14,181,827,964
Total Output³	\$20,931,424,165
Total Personal Income	\$18,144,716,334
Total Employment⁴	125,692
Total Possible Sectors	546
Number of Sectors in Model	279
Number of Sectors with New Output	262
Land Area (square miles)	396
Population⁵	274,314
Total Households	109,501

Source: NCDS, Economic Strategy Center. MIG, Inc., IMPLAN®.

- Note:
- 1) Data released December 2022 for model year 2021.
 - 2) Gross domestic product is the market value of the goods and services produced by labor and property located in the county.
 - 3) Output measures the value of all sales of goods and services, therefore it is the sum of final purchases and intermediate inputs, which results in the double counting of intermediate purchases. Output is the only way to measure impacts on all businesses, including suppliers to “original equipment makers” OEMs. Output is always larger than gross regional product.
 - 4) There are two reasons why IMPLAN® employment numbers are much higher than Census numbers (see Table 4): First, IMPLAN® employment numbers represent both wage and salary employees, and proprietors. Second, IMPLAN® employment is an annual roll-up of full-time, part-time, and temporary employees.
 - 5) Kitsap County has a population of 277,673 as of 2022.

Employment increases in certain sectors are the direct impacts (inputs) that generate additional indirect and induced employment, income and business activity in many other sectors. Economic impacts are measured by: jobs, income, value added, and output. Income includes both wage and salary income from direct and indirect jobs, and proprietor income to those owners and self-employed persons affected by indirect and induced spending. Value added includes labor income and indirect business taxes, like sales taxes. Value added also includes other income, such as rent. **Output*** is the total of value added (e.g., labor) and the value of all goods used in production.

Output measures the value of all sales of goods and services at every level. Therefore it is the sum of final purchases and intermediate inputs. This results in the double counting of intermediate purchases, e.g. suppliers for “original equipment makers” OEMs, which is correct when describing every business transaction, but it is different than “Gross Regional Product”. **Gross Regional Product is the final market value of the goods and services produced by labor and property, without the intermediate sales. Output is always more than gross regional product (see **Table 4**).*

Impacts also include spending and savings from disposable income, and new federal, state and local taxes. The model computed total new output for 262 of 279 sectors in the model. Sectors in the model are defined by groups of NAICS codes, the *North American Industry Classification System*. The I/O model contains all the linkages (trade flows) in the economy.

C. Planning for Success

The Kitsap Economic Development Alliance is planning to help companies create and retain 2,500 jobs, and will concentrate marketing and recruiting on 5 “Target Industries” shown in **Table 5**.

**Table 5: One Kitsap
Target Industries & Jobs Goals**

	Target Industry	Description	Job Goals	% of Total
1	<i>Marine/Boat Building</i>	Boat building and repair	440	15%
2	<i>Defense</i>	Search, detection, navigation instruments, aircraft, parts and equipment, and transportation equipment	560	25%
3	<i>Light Manufacturing</i>	Machine shops, metal coating, electronics	440	15%
4	<i>Technology</i>	Data processing, hosting, computer programing, scientific R&D	620	30%
5	<i>Construction/Project Management</i>	Management and technical consulting, managing companies, facilities management	440	15%
		Total	2,500	100%

Source: Kitsap Economic Development Alliance. IMPLAN® sector descriptions.

As shown in **Table 5**, the One Kitsap strategic plan includes 5 “Target Industries” to concentrate marketing and recruiting for new jobs: 1) *Marine/Boat Building*, 2) *Defense*, 3) *Light Manufacturing*, 4) *Technology*, and 5) *Construction/Project Management*. **Appendix I** shows how each target industry was defined by IMPLAN® sectors.

Target industries and job goals are based on industries already located in Kitsap County, and industries that are attracted to the advantages of locating in Kitsap County. **Appendix II** lists major employers in Kitsap County. These major employers include: an existing *boat builder*, 5 *defense* contractors, Navel Base Kitsap employing 36,978, and 3 companies doing *light manufacturing*.

In addition to major employers, other factors in the economy were used to identify target industries.

Marine and boat building are targets because Kitsap County is surrounded by 234 miles of saltwater shoreline and is part of one of the largest and most diverse maritime economies in the world. The County economy includes shipping, fishing, food processing, maritime logistics, naval architecture, and ship building, repair and maintenance.

Kitsap’s Bremerton-Silverdale metro area has the second-highest level of patent generation in the United States. Recruiting *technology* based companies will add to an existing group of companies that includes:

Applied Technical Systems	R&D for defense and specialized software
Critical Insight	Cybersecurity
Dude Solutions	Operations management solutions
HelpDesk Cavalry	Puget Sound IT service provider
Microsoft	Research Special Projects
Symphony Industrial	One of the world’s leading controls companies
Taqtile	Augmented reality platform specialist
Velosys	Data visualization and Geographical Information Systems

Technology companies are supported by college, university and K-12 programs. Olympic College offers a Bachelors of Applied Science in Information Systems. Olympic College also offer courses and Associate Degrees in specialized areas such as: technology security, networking, software development, IT support, and interactive web design. Western Washington University’s Poulsbo campus offers a program that awards a Bachelor’s of Science in Cybersecurity. The West Sound STEM Network is dedicated to engaging students from early-learning to K-12.

There are a number of companies in Kitsap County involved with *construction and project management*. These company’s products and services include: management and technical consulting, specialized design services, managing companies, facilities management, and other support services.

D. Economic Impact of Jobs

The economic impact of One Kitsap projects, where companies will create and retain jobs, is measured by additional jobs, income, value added and output. **Table 6** shows a summary of the impacts created by these jobs, including multipliers, in 2023 dollars.

**Table 6: One Kitsap
Impacts from Jobs**

Impact Type	Jobs	Income ₄	Value Added ₅	Output ₆
Direct Impact₁	2,500	\$222,970,100	\$326,705,746	\$589,030,912
Indirect Impact₂	735	\$42,972,897	\$67,985,550	\$127,278,711
Induced Impact₃	739	\$37,316,044	\$73,481,667	\$121,800,619
Multiplier₇	1.59	1.36	1.43	1.42
Total Impact	3,974	\$303,259,041	\$468,172,964	\$838,110,242

Sources: NCDS, Economic Strategy Center I/O model for Kitsap County, WA. County data, IMPLAN®.

Notes:

1. **Direct Impact:** Impact generated directly from the jobs created.
2. **Indirect Impact:** Changes in employment, income, and output (business sales) in various industry sectors of the local economy supplying goods and services to the companies that expanded.^[1]
3. **Induced Impact:** The ripple effect of increased income as employees spend.
4. **Income:** Employee compensation + proprietor income (owner wages).
5. **Value Added:** Labor income + indirect business taxes + other property type income.
6. **Output:** Value Added + intermediate inputs (goods used in production) = total business.
7. **Multipliers:** Show the impacts of sales, income, spending and saving, which in turn increase the employment and earnings of other business sectors.

As previously shown in **Table 5**, the Kitsap Economic Development Alliance’s One Kitsap Strategic Plan includes a goal to create and retain 2,500 jobs. These jobs were allocated to 5 “Target Industries” and 21 IMPLAN® sectors. Half of the job goal was allocated equally among the targets and the other half was distributed to IMPLAN® sectors based on the actual number of jobs in the sectors.

The 21 IMPLAN® sectors and 2,500 jobs were then entered as inputs to the I/O model. IMPLAN® sectors include many NAICS codes. There are 546 IMPLAN® sectors and each of these sectors is defined by a group of NAICS codes that define hundreds of sub-industries. There are many more NAICS codes than IMPLAN® sectors.

Table 6 shows the “direct” job totals and the total of “direct, indirect, and induced” impacts. The direct impact is the 2,500-job goal from **Table 5**. Indirect impacts come from the purchases of goods and services, business-to-business. As all those impacted by jobs spend their earnings, there are “induced” impacts.

Direct, indirect, and induced impacts in **Table 6** are measured by: jobs, income, value added, and output. Income includes both wage and salary income from direct and indirect jobs, and proprietor income to those owners and self-employed persons affected by indirect and induced spending. Value added includes labor income and indirect business taxes, like sales taxes. Value added also includes other income, such as rent. Output is the total of value added (e.g. labor) and the value of all goods used in production.

The ripple effect of new jobs is computed based on multipliers. These multipliers show the impacts of sales, income, spending and saving, which in turn increase the employment and earnings of other business sectors. **Table 6**, above, shows that 2,500 direct jobs will create income of \$223.0 million, value added of \$326.7 million and new output of \$589.0 million.

These are the initial and “direct” impacts. Then as indirect impacts accumulate through business-to-business purchasing, and all those affected spend new income (induced impacts), the initial impacts will multiply to create 3,974 jobs, a multiplier of 1.59 and \$303.3 million of income, a multiplier of 1.36. Value added will multiply by 1.43 to total \$468.2 million, and output (total business) by 1.42 to total \$838.1 million.

E. Spending & Savings From Jobs

Total income of \$303,259,041 from jobs will create disposable income, spending and savings.

Table 7 shows that in 2023 dollars, total income after taxes, will create disposable income of \$258,679,962

Table 7 also shows that disposable income will create \$249,108,803 in consumer spending and \$9,571,159 in savings deposit potential.

**Table 7: One Kitsap Jobs and Payrolls
Generates Spending & Savings**

Total New Income	\$303,259,041
Disposable Personal Income₁	\$258,679,962
Consumer Spending₂	\$249,108,803
Savings Deposit Potential₃	\$9,571,159

Sources: NCDS, Economic Strategy Center Input/Output model for Kitsap County, WA. County data, IMPLAN®, 2021. DPI, consumer spending, and savings deposit percent of income, Bureau of Economic Analysis, 2022.

Notes:

- 1. Disposable Personal Income:** Personal income less taxes.
- 2. Consumer Spending:** Disposable personal income less interest, personal transfer payments, and personal savings.
- 3. Savings Deposit Potential:** Personal savings rate average annual percent of 3.7% x disposable personal income.

The projected impact of jobs is increasing consumer expenditures in the Kitsap County area, a benefit to all businesses. **Table 8**, which follows shows the “Top 10” spending categories, led by housing.

Table 8 shows that housing with \$87.7 million leads the list of 10 major spending categories, followed by transportation and food. Personal insurance and pensions, health care, entertainment, and cash contributions are in the middle. Apparel and services, education and personal care complete the list of spending categories. For detailed spending by category, see **Appendix III**.

**Table 8: One Kitsap
Created and Retained Jobs
Top 10 Spending Categories**

Rank	Spending Category	Spending in Millions
1	Housing	\$87.7
2	Transportation	\$40.6
3	Food	\$30.1
4	Personal insurance and pensions	\$28.6
5	Health care	\$18.4
6	Entertainment	\$14.4
7	Cash contributions	\$8.5
8	Apparel and services	\$6.7
9	Education	\$4.0
10	Personal care	\$3.0

Sources: NCDS, Economic Strategy Center Input/Output model for Kitsap County, WA. Bureau of Labor Statistics, Consumer Expenditure Survey, West, 2021. Data released September 2022. See **Appendix III**.

F. Output by Sector

One Kitsap projects are expected to create and retain 2,500 direct jobs, which will multiply to 3,974 total jobs. The projects will also create \$838,110,242 in total output, which is “business activity”.

Detailed outputs from jobs come from the I/O model built for Kitsap County. Output by sector differs from spending categories due to definitions and the way data is collected and structured. For example, housing is the largest spending category with \$87.7 million (**Table 8**) based on Bureau of Labor Statistics surveys. But owner-occupied housing ranks 2nd in output, with \$22.8 million (**Table 9**), based on the way the National Income and Product Accounts (NIPAs) are assembled and what is included in “housing”. The definitions of “housing spending” and “housing output” are much different.

Housing spending, as defined by the BLS, is much larger than output because it includes spending for utilities, operations, supplies, furnishings and equipment. The model computed total output for 262 business sectors adjusted to 2023 dollars. Sectors in the model are defined by groups of NAICS codes. **Table 9** shows the “Top 10” sectors impacted.

**Table 9: One Kitsap
Jobs Create Annual Output
Top 10 Sectors**

Rank	Output Sector	Output in \$ Millions
1	Real estate	\$23.1
2	Housing - owner occupied	\$22.8
3	Employment services	\$12.1
4	Banks and CUs	\$7.6
5	Kitsap Public Utility District*	\$6.4
6	Full-service restaurants	\$5.6
7	Limited-service restaurants - fast food	\$5.4
8	Accounting services	\$4.9
9	Architectural, engineering	\$4.5
10	Hospitals	\$4.2

Sources: NCDS, Economic Strategy Center Input/Output model for Kitsap County, WA. See **Appendix IV**.

Note: * Kitsap Public Utility District provides drinking water, wastewater, and fiber internet infrastructure utilities to communities throughout Kitsap County, and maintains county-wide water resource monitoring.

One Kitsap projects will create \$838,110,242 in total output, which is “business activity”. Real estate, with \$23.1 million in new output leads the list of the “Top 10” sectors with new output, followed by owner-occupied housing, with \$22.8 million in new output. Employment services, banks and credit unions, and the Kitsap Public Utility District round out the top 5. Full-service restaurants ranks 6th in total output, followed by fast food, accounting services, and architectural and engineering services. Hospitals round out the “Top 10”.

G. Tax Impacts from Jobs

As jobs multiply through the economy, taxes are generated for: the federal government, Washington State, Kitsap County, Kitsap County municipalities, and Kitsap County special tax districts, like schools and fire.

Table 10 shows that in 2023 dollars, Kitsap County will be receiving \$3,419,481 in taxes each year, while its’ municipalities will receive \$2,225,152 each year. Special tax districts will receive \$5,812,156. While Kitsap County and its’ taxing units will receive a total of \$11,456,789 in new annual taxes, the State of Washington will be receiving \$17,196,057. The federal government will receive the most, with \$61,151,207 in taxes primarily from social security and income taxes.

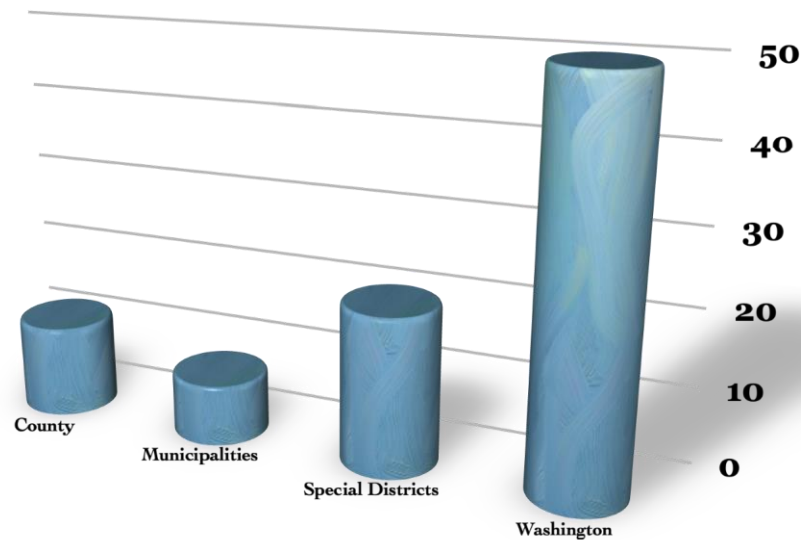
Excluding federal tax receipts, **Chart 1** shows how annual new taxes will be distributed among the State of Washington, Kitsap County, and Kitsap County taxing units. The State of Washington will receive 60.0% of these taxes, while Kitsap County will receive 11.9%. County municipalities can expect 7.8%, and County special taxing districts 20.3%.

**Table 10: One Kitsap
Projected Annual Taxes**

Governmental Unit	Total	Percent of Total (Not Federal)
Kitsap County	\$3,419,481	11.9%
Kitsap County municipalities	\$2,225,152	7.8%
Kitsap County special tax districts, e.g. schools	\$5,812,156	20.3%
Sub-Total	\$11,456,789	
State of Washington	\$17,196,057	60.0%
TOTAL	\$28,652,846	100.0%
Federal Government	\$61,151,207	

Source: NCDS, Economic Strategy Center I/O model for Kitsap County, WA.

**Chart 1: State of Washington
Kitsap County, Kitsap County
Taxing Units Share of New
Annual Taxes**



Source: Table 10

■ Percent of Taxes

Returns on Investment

Private Sector Return on Investment

One Kitsap projects will create and retain 2,500 direct jobs, which will multiply to 3,974 total jobs. The projects will also create \$838,110,242 in total output, which is “business activity”.

Table 11 shows that both public and private investors will make this possible with a combined, estimated 5-year investment goal of \$3,250,000, which is \$650,000 per year. The target combined public/private investment goal is split about 50/50. At 50% of the total, the private sector goal is \$1,625,000 and the public sector Kitsap County and its municipalities’ goal is also \$1,625,000. Kitsap County’s estimated goal is \$568,750 or 17.5% of the total goal, and the County’s municipalities’ goal is a combined and estimated \$1,056,250 which is 32.5% of the total.

**Table 11: ONE Kitsap Estimated Goals
Private and Public Sector Investments**

Investor	5-Year Total	Percent of Total
Kitsap County	\$568,750	17.5%
Kitsap County municipalities	\$1,056,250	32.5%
Sub-Total	\$1,625,000	
Private sector	\$1,625,000	50.0%
Total	\$3,250,000	100.0%

Source: Kitsap Economic Development Alliance. One Kitsap.

From a private sector point of view, return on investment ROI, is based on output (business activity) generated from jobs and the profits from that output. New output is \$838,110,242.

Net profits from output measure returns to the business community. Profit margins vary from one business sector to the other, so a good way to summarize ROI for investors is to use the average net profit among all firms in the U.S. securities markets today. This average was 7.77% (total market with financials) in January of 2023 according to NYU’s Stern School of Business. Several studies have confirmed a 25-year average rate of about 8%. Dividing net profits returned to the business community by the investment in economic development equals the return on this investment.

Table 12 shows the computations for a return on investment based on average net profits that will be returned to the community, divided by the 5-year \$1,625,000 amount of private investment.

**Table 12: One Kitsap
Public and Private Investments and Returns on
Investments ROI**

	Total Invested	Average Corporate Profit = Output x 7.71%	Taxes or Profits Returned	ROI
Kitsap County	\$568,750		\$3,419,481	\$6.01 : \$1.00
Kitsap County municipalities	\$1,056,250		\$2,225,152	\$2.11: \$1.00
Private sector	\$1,625,000	\$838,110,242 x 7.77%	\$65,121,166	\$40.07 : \$1.00

Source: NCDS, Economic Strategy Center ESC, ESC I/O model. ESC assumptions.

The return on private investment in One Kitsap is very positive. In 2023 dollars, 5 years of steady growth in jobs will return \$40.07 to the business community in average corporate profits for every \$1.00 invested.

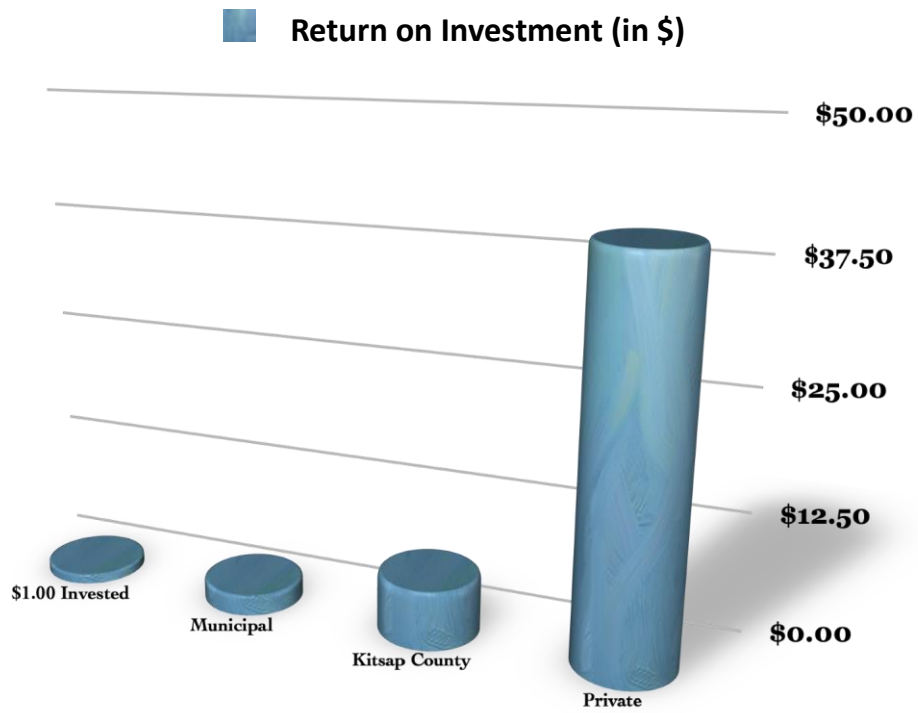
Public Sector Return on Investment

From the public sector's perspective a return on investment can be measured by new taxes. **Table 12** shows how taxes returned to Kitsap County, and Kitsap County municipalities, can be divided by their amounts of investment from **Table 11** to compute returns on investment.

For every \$1.00 invested by Kitsap County, \$6.01 will return in new tax revenue. For every \$1.00 invested by Kitsap County municipalities, \$2.11 will be returned.

Chart 2 illustrates the private and public sector returns on investment.

**Chart 2: One Kitsap
Returns on Investment**



Source: Table 12

APPENDIX I

One Kitsap Target Industries & Jobs Goals by IMPLAN Sector

Target Industries	IMPLAN Sector	IMPLAN Sector Defined	Jobs Goal %	Jobs GOAL = 2,500
1. Marine/boat building			15%	440
	360	Ship building and repairing		
	361	Boat building*		
2. Defense			25%	560
	312	Search, detection, and navigation instruments manufacturing		
	354	Aircraft manufacturing		
	356	Other aircraft parts and auxiliary equipment manufacturing		
	361	Boat building*		
	460	Computer systems design services		
	463	Environmental and other technical consulting services		
3. Light Manufacturing:			15%	440
	247	Machine shops		
	250	Metal coating and nonprecious engraving		
	269	All other industrial machinery manufacturing		

	329	Power, distribution, and specialty transformer manufacturing		
	370	Wood office furniture manufacturing		
	377	Surgical appliance and supplies manufacturing		
	459	Custom computer programming services		
4. Technology			30%	620
	436	Data processing, hosting, and related services		
	464	Scientific research and development services		
	487	Medical and diagnostic laboratories		
5. Construction/Project Management			15%	440
	458	Specialized design services		
	461	Other computer related services, including facilities management		
	462	Management consulting services		
	469	Management of companies and enterprises		
	473	Business support services		
TOTAL			100%	2,500

Source: Kitsap Economic Development Alliance. IMPLAN® 546 sectors and definitions.

APPENDIX II

Kitsap County Major Employers & Industry

Major Employers	Employees	Industry
U.S. Government/Department of Defense		
Navel Base Kitsap*	36,978	
Private Sector Employers		
St. Michael Medical Center & Franciscan Medical Group	1,901	Healthcare
Port Madison Enterprises	628	Tourism
Haselwood Auto Group	556	Vehicle Dealer
Noo-Kayet Gaming Corporation (Port Gamble S'Klallam Tribe)	511	Tourism
YMCA of Pierce & Kitsap County	497	Youth Organization
Lowe"s	466	Retail
Town & Country Markets (corporate office and 2 stores)	450	Retail
Fred Meyer (2 locations)	432	Retail
McDonald's (Peninsula Office)	431	Retail
Kitsap Mental Health Services	427	Healthcare
Macy's West Stores, Inc	400	Retail
Starbucks	395	Retail
Peninsula Community Health	384	Healthcare
The Doctors Clinic	381	Healthcare
Skookum Contract Services	360	Light Manufacturing/Project Management
Martha & Mary	349	Healthcare

Stafford Healthcare (combined)	330	Healthcare
Watson Furniture Company	190	Light Manufacturing
Sage / Redington Inc / Far Bank	160	Light Manufacturing
Major Employers	Employees	Industry
Defense Contractors		
Skookum Contract Services	360	Defense
Jacobs Engineering	253	Defense
SAFE Boats International	250	Defense & Marine/Boat Building
Delphinus Engineering	249	Defense
Huntington Ingalls AMSEC	212	Defense
State & Other Public Sector Employers		
Kitsap County	1,307	Government
Central Kitsap School District	1,582	Education
South Kitsap School District	1,150	Education
North Kitsap School District	944	Education
Bremerton School District	751	Education

Source: Kitsap Economic Development Alliance.

Note: * Employees = Civilian 19,922, Active Duty 11,220, Contract 313. Naval Base Kitsap is the third largest naval base in the nation and Kitsap's largest employer, as well as one of the largest employers in the Puget Sound region.

APPENDIX III

One Kitsap Distribution of Total Spending by Category

Categories	Share of Total* (%)	Expenditure Total = \$249,108,803
FOOD	12.1%	\$30,142,165
Food at home	7.7%	\$19,181,378
Food away from home	4.4%	\$10,960,787
ALCOHOLIC BEVERAGES	.9%	\$2,241,979
HOUSING	35.2%	\$87,686,299
Shelter	21.6%	\$53,807,501
Owned dwellings	11.2%	\$27,900,186
Mortgage interest and charges	4.9%	\$12,206,331
Rented dwellings	9.3%	\$23,167,119
Other lodging	1.4%	\$3,487,523
Utilities, fuels and public services	5.6%	\$13,950,093
Natural gas	.5%	\$1,245,544
Electricity	1.9%	\$4,733,067
Fuel oil and other fuels	.1%	\$249,109
Telephone services	1.8%	\$4,483,958
Cellular phone service	1.7%	\$4,234,850
Water and other public services	1.2%	\$2,989,306
Household operations	2.4%	\$5,978,611
Housekeeping supplies	1.2%	\$2,989,306
Household furnishings and equipment	4.2%	\$10,462,570
APPAREL AND SERVICES	2.7%	\$6,725,938
TRANSPORTATION	16.3%	\$40,604,735
Vehicle purchases	7.1%	\$17,686,725
Cars and trucks, new	3.0%	\$7,473,264
Cars and trucks, used	4.0%	\$9,964,352
Gasoline and motor oil	3.3%	\$8,220,590
Other vehicle expenses	5.2%	\$12,953,658

Vehicle finance charges	.4%	\$996,435
Maintenance and repairs	1.5%	\$3,736,632
Vehicle insurance	2.2%	\$5,480,394
Vehicle rental and leases	1.1%	\$2,740,197
Public transportation	.7%	\$1,743,762
HEALTH CARE	7.4%	\$18,434,051
Health insurance	4.8%	\$11,957,223
Medical services	1.6%	\$3,985,741
Drugs	.7%	\$1,743,762
Medical supplies	.3%	\$747,326
ENTERTAINMENT	5.8%	\$14,448,311
PERSONAL CARE PRODUCTS/SERVICES	1.2%	\$2,989,306
EDUCATION	1.6%	\$3,985,741
CASH CONTRIBUTIONS	3.4%	\$8,469,699
PERSONAL INSURANCE AND PENSIONS	11.5%	\$28,647,512
Life and other personal insurance	.6%	\$1,494,653
Pensions and Social Security	11.0%	\$27,401,968
OTHER (reading, tobacco & miscellaneous)	1.9%	\$4,733,067

Source: Bureau of Labor Statistics, Consumer Expenditure Survey, 2021, Region of Residence, West. BLS data released September, 2022.

Note: * All shares are % of total. **Shaded**, major categories total 100%.

APPENDIX IV

One Kitsap Total Output by Sector₁ And Top 10 Sectors for Business-to-Business Impacts (Sectors used for 21 direct job impacts are shaded)

Rank	Industry Display	Output
	Total	\$838,110,242
	464 - Scientific research and development services	\$165,057,684
	360 - Ship building and repairing	\$130,280,611
	361 - Boat building	\$59,617,630
	460 - Computer systems design services	\$37,624,023
	469 - Management of companies and enterprises	\$37,545,230
	459 - Custom computer programming services	\$30,708,288
	462 - Management consulting services	\$25,919,346
1	447 - Real estate establishments: Lessors of industrial commercial and residential real estate, agents & brokers (commissions), REITs, managers' offices, listing services, appraisal services, escrow agencies	\$23,115,443
	436 - Data processing, hosting, and related services	\$23,012,047
2	449₂ - Imputed rental activity for owner-occupied dwellings = HOUSING + includes mortgage payments	\$22,758,616
	463 - Environmental and other technical consulting services	\$21,236,187
	329 - Power, distribution, and specialty transformer manufacturing	\$17,905,472
	354 - Aircraft manufacturing	\$12,250,359
3	472 - Employment services	\$12,066,834
	370 - Wood office furniture manufacturing	\$12,021,777
	377 - Surgical appliance and supplies manufacturing	\$11,930,251
	455 - Legal services	\$7,954,042
4	441 - Monetary authorities and depository credit intermediation activities = Banks and Credit Unions. Output of commercial banks, savings institutions, and credit unions which includes: 1) funds, trusts, and other financial vehicles, 2) administrative expenses of pension funds, 3) service charges on deposit accounts and cash management, 4) service charges and fees on credit card accounts, 5) loan origination on all other consumer loans, 6) other products supporting financial services, and 7) ATM and other electronic transaction fees. 441 - Monetary authorities and depository credit intermediation	\$7,612,100

5	534 - Kitsap Public Utility District₃	\$6,448,650
	461 - Other computer related services, including facilities management	\$5,583,875

Rank	Industry Display	Output
6	509 - Full-service restaurants	\$5,561,093
7	510 - Limited-service restaurants	\$5,403,616
	473 - Business support services	\$5,256,688
8	456 - Accounting, tax preparation, bookkeeping, and payroll services	\$4,946,161
9	457 - Architectural, engineering, and related services	\$4,550,098
10	490 - Hospitals	\$4,248,982
	47 - Electric power transmission and distribution	\$4,119,269
	483 - Offices of physicians	\$3,989,780
	438 - Internet publishing and broadcasting and web search portals	\$3,953,419
	487 - Medical and diagnostic laboratories	\$3,765,163
	247 - Machine shops	\$3,533,533
	396 - Wholesale - Other durable goods merchant wholesalers	\$3,437,235
	269 - All other industrial machinery manufacturing	\$3,053,332
	448 - Tenant-occupied housing	\$2,899,855
	411 - Retail - General merchandise stores	\$2,860,004
	395 - Wholesale - Machinery, equipment, and supplies	\$2,831,663
	440 - Securities and commodity contracts intermediation and brokerage	\$2,829,691
	511 - All other food and drinking places	\$2,658,131
	402 - Retail - Motor vehicle and parts dealers	\$2,493,689
	413 - Retail - Nonstore retailers	\$2,490,908
	512 - Automotive repair and maintenance, except car washes	\$2,478,700
	468 - Marketing research and all other miscellaneous professional, scientific, and technical services	\$2,411,738
	406 - Retail - Food and beverage stores	\$2,339,106

	458 - Specialized design services	\$2,297,435
	476 - Services to buildings	\$2,281,512
	444 - Insurance carriers, except direct life	\$2,251,727
	475 - Investigation and security services	\$2,183,237
	465 - Advertising, public relations, and related services	\$2,083,035
	521 - Religious organizations	\$2,031,887
	442 - Other financial investment activities	\$1,952,634
	60 - Maintenance and repair construction of nonresidential structures	\$1,901,944

Rank	Industry Display	Output
	486 - Outpatient care centers	\$1,889,599
	445 - Insurance agencies, brokerages, and related activities	\$1,856,934
	421 - Couriers and messengers	\$1,807,229
	439 - Nondepository credit intermediation and related activities	\$1,719,983
	417 - Truck transportation	\$1,718,376
	400 - Wholesale - Other nondurable goods merchant wholesalers	\$1,687,438
	393 - Wholesale - Professional and commercial equipment and supplies	\$1,687,084
	477 - Landscape and horticultural services	\$1,672,765
	394 - Wholesale - Household appliances and electrical and electronic goods	\$1,632,006
	491 - Nursing and community care facilities	\$1,551,299
	493 - Individual and family services	\$1,518,173
	484 - Offices of dentists	\$1,489,890
	356 - Other aircraft parts and auxiliary equipment manufacturing	\$1,460,887
	250 - Metal coating and nonprecious engraving	\$1,379,876
	478 - Other support services	\$1,375,949

	405 - Retail - Building material and garden equipment and supplies stores	\$1,355,210
	513 - Car washes	\$1,299,160
	453 - Commercial and industrial machinery and equipment rental and leasing	\$1,260,237
	446 - Funds, trusts, and other financial vehicles	\$1,238,720
	401 - Wholesale - Wholesale electronic markets and agents and brokers	\$1,184,137
	479 - Waste management and remediation services	\$1,129,184
	471 - Facilities support services	\$1,128,648
	412 - Retail - Miscellaneous store retailers	\$1,123,439
	450 - Automotive equipment rental and leasing	\$1,113,247
	433 - Wired telecommunications carriers	\$1,042,894
	485 - Offices of other health practitioners	\$1,036,288
	522 - Grantmaking, giving, and social advocacy organizations	\$1,031,474
	470 - Office administrative services	\$945,570
	48 - Natural gas distribution	\$887,712
	526 - Postal service	\$855,265
	407 - Retail - Health and personal care stores	\$832,520

Rank	Industry Display	Output
	61 - Maintenance and repair construction of residential structures	\$794,853
	398 - Wholesale - Grocery and related product wholesalers	\$794,144
	528 - Other federal government enterprises	\$787,259
	531 - Other state government enterprises	\$772,656
	392 - Wholesale - Motor vehicle and motor vehicle parts and supplies	\$749,895
	409 - Retail - Clothing and clothing accessories stores	\$747,556
	428 - Software publishers	\$734,884

	495 - Community food, housing, and other relief services, including rehabilitation services	\$713,847
	410 - Retail - Sporting goods, hobby, musical instrument and book stores	\$710,657
	532 - Local government passenger transit	\$661,927
	431 - Radio and television broadcasting	\$629,354
	499 - Independent artists, writers, and performers	\$610,340
	408 - Retail - Gasoline stores	\$607,857
	482 - Other educational services	\$591,324
	403 - Retail - Furniture and home furnishings stores	\$585,083
	434 - Wireless telecommunications carriers (except satellite)	\$584,009
	454 - Lessors of nonfinancial intangible assets	\$554,550
	515 - Commercial and industrial machinery and equipment repair and maintenance	\$541,830
	451 - General and consumer goods rental except video tapes and discs	\$536,870
	474 - Travel arrangement and reservation services	\$536,841
	517 - Personal care services	\$535,071
	399 - Wholesale - Petroleum and petroleum products	\$514,184
	432 - Cable and other subscription programming	\$512,849
	420 - Scenic and sightseeing transportation and support activities for transportation	\$498,795
	492 - Residential mental retardation, mental health, substance abuse and other facilities	\$487,285
	520 - Other personal services	\$478,728
	524 - Labor and civic organizations	\$465,984
	424 - Periodical publishers	\$453,355
	467 - Veterinary services	\$433,276
	514 - Electronic and precision equipment repair and maintenance	\$432,493

Rank	Industry Display	Output
	154 - Petroleum refineries	\$431,024
	500 - Promoters of performing arts and sports and agents for public figures	\$418,897
	504 - Other amusement and recreation industries	\$418,240
	429 - Motion picture and video industries	\$414,669
	494 - Child day care services	\$391,708
	496 - Performing arts companies	\$355,851
	466 - Photographic services	\$318,575
	516 - Personal and household goods repair and maintenance	\$313,616
	418 - Transit and ground passenger transportation	\$297,328
	404 - Retail - Electronics and appliance stores	\$265,212
	525 - Private households	\$261,726
	505 - Fitness and recreational sports centers	\$260,197
	204 - Ready-mix concrete manufacturing	\$230,361
	503 - Gambling industries (except casino hotels)	\$200,315
	523 - Business and professional associations	\$192,798
	488 - Home health care services	\$185,223
	480 - Elementary and secondary schools	\$182,205
	397 - Wholesale - Drugs and druggists' sundries	\$181,136
	489 - Other ambulatory health care services	\$174,886
	423 - Newspaper publishers	\$166,521
	527 - Federal electric utilities	\$163,455
	215 - Iron and steel mills and ferroalloy manufacturing	\$158,384
	49 - Water, sewage and other systems	\$142,708

	383 - Doll, toy, and game manufacturing	\$140,717
	481 - Junior colleges, colleges, universities, and professional schools	\$125,909
	452 - Video tape and disc rental	\$117,080
	501 - Museums, historical sites, zoos, and parks	\$116,921
	430 - Sound recording industries	\$109,656
	14 - Animal production, except cattle and poultry and eggs	\$109,576
	262 sectors with new output. Please contact NCDS ESC for output in sectors with less than \$100,000.	

Source: NCDS, Economic Strategy Center Input/Output model for Kitsap County, WA. County data IMPLAN®, 2021, data released December, 2022.

Notes: 1) 21 sectors used to define inputs are shaded and not used in the “top 10 impacts” because these inputs are the direct impacts that create outputs from indirect and induced impacts, the very important business-to-business impacts.

- 2) Sector 449 treats homeownership and maintenance like a rental industry and includes purchases made by homeowners for the upkeep of residences and payments on mortgages. This approach was created by the Bureau of Economic Analysis, BEA, to manage home ownership spending in the National Income and Product Accounts, NIPAs.
- 3) Kitsap Public Utility District provides drinking water, wastewater, and fiber internet infrastructure utilities to communities throughout Kitsap County, and maintains a county-wide water resource monitoring program.

APPENDIX V

ABOUT NCDS AND THE ECONOMIC STRATEGY CENTER

National Community Development Services, Inc. (NCDS) is a pioneer in nonprofit, community-based fundraising. Since 1977, NCDS has raised over \$1.7 billion for more than 700 organizations, in 44 states across the U.S.



The Economic Strategy Center is the economic research and analysis division of NCDS. The ESC applies research tools and techniques to evaluate the economic impacts of development programs. It conducts in depth research using local, state and national sources. Over 20 years ago, NCDS pioneered the use of economic impact analyses in fundraising

campaigns to convey the Return on Investment, ROI of our clients' programs, based on projected outcomes of new jobs, capital investment, industry sector growth, and other client goals. The ESC helps clients address three types of issues:

- **Market Analysis** - How will my organization be affected by changes in the economy? What should I do to respond to them?
- **Cost/Benefit Analysis** - What will be the economic impact/benefits and costs of my project/program? What should I do to maximize net value? What is the return on investment?
- **Economic Development Strategy** - How can my project/program affect business growth and attraction? How can I best target my efforts?

The ESC creates:

- **Economic Impact Analysis** - The direct, indirect and induced impacts that multiply to create more jobs, income, value added and output. Impacts of new spending and new output include computations of potential new bank deposits and new local tax revenue. Return on investment ROIs are calculated for both private and public sector investments.
- **Scorecard** - The Economic Impact Analysis of success with job creation and new investment to show impacts and return on investment.
- **Info-graphic** - Summary graphics to illustrate impacts and returns on investment.

The ESC uses the latest data and techniques available. We are members of *C2ER - The Council for Community and Economic Research* (formerly ACCRA), *The International Economic Development Council*, and *The Association of Public Data Users*.

For more information visit: <https://www.ncdsinc.net/economic-impact-analysis>



PROPOSED FIVE YEAR STRATEGIC PLAN – v2.1, September 2023

*About: This plan was created from feedback provided by more than 60+ Kitsap stakeholders from 2022 – 2023, including confidential 1-to-1 interviews, group work sessions, and individual economic development work. It was iterated after anchor investor feedback summer 2023. This **One Kitsap** plan reflects what stakeholders want in Kitsap’s regional economic strategy.*

What is ONE Kitsap?

- A five-year strategic economic development initiative
- Public/Private Partnership
- Intentional
- Aligned with Kitsap’s economic development needs and opportunities
- Key characteristics:
 - Results-oriented
 - Long-term thinking with near-term and ongoing execution
 - Accountable to public and private stakeholders
 - Goals rooted in economic vitality, prosperity, and sustainability: Jobs, Incomes and GDP
 - Collaborative with relevant agencies, organizations, institutions, and comprehensive plans

Why OneKitsap?

Economic growth that does not jeopardize Kitsap's beauty, quality of place, and quality of life will require intentionality, leadership, and capacity.

Why now?

- KEDA has been evolving since the pandemic with new leadership, staff, programs and capabilities. As a result, now is the time to invest in KEDA as an entity that's the "go to, one voice, one place" where stakeholders come together to plan, direct, and execute Kitsap's economic future.
- This plan is a platform for Kitsap to be more "self-determining" instead of defined by Greater Seattle, the State of Washington, and the Federal Government.
- In Puget Sound and nationwide there's intense competition for jobs, investment, companies and talent. For Kitsap to realize our best economic future, we need a robust, impactful, best-in-class economic development organization.

Who?

- Led by a re-focused, re-energized KEDA
 - Targeted economic development orientation based on studies, analyses and plans
 - Increased private sector influence and direction
 - Focus and resources directed by strategic plan
 - Investor-led and directed
- Partners & collaborators
 - Private employers
 - County, municipalities, neighboring counties
 - Tribal nations and corporations
 - Education (Olympic College campuses, university partners, K-12 system/districts, trade schools)
 - Port of Bremerton and Other Industrial Parks
 - Real estate: Developers, builders, associations
 - Chambers of Commerce and Community nonprofits

Additional Notes about One Kitsap:

- Funded and delivered as a five-year initiative, this plan is intended to establish capacity for KEDA to deliver solutions, impact, and value for many years in the future. The first few years will focus on building new organizational capacity.
- Stakeholders, investors, and community leaders will be deployed through ad hoc and committee tasks as needed to supplement KEDA staff capacity and advance the collective agenda effectively.
- KEDA staff will be encouraged to pursue appropriate professional development opportunities.
- Implementation of One Kitsap requires investments in research capabilities and data acquisition & analysis. Research will include identification of best practices in other communities that can be emulated in Kitsap.

Five-Year Goals & Outcomes:

This plan is intended to directly help produce the outcomes below for Kitsap with regard to commercial space, vacancy at major employers and GDP. The Kitsap Economic Development Alliance's actions will directly help produce the following outcomes by 2029:

- Increase overall industrial and commercial inventory **(+350,000 square feet in buildings)**
- Decrease vacancy rate at major employers by **25%** from 2022 highs
- Increase GDP in Kitsap County by **3%**



Part I:

Near-Term Strategic Initiatives (2024-2025)

A. NEW BUSINESS DEVELOPMENT

Tactics & Objectives	Timing
<p>1. Survey. Assess Kitsap’s potential for existing business expansion and new firm attraction (industrial, commercial) by first understanding its available land and buildings for growth, via a survey product.</p> <ul style="list-style-type: none">a) Contract/purchase KEDA comprehensive survey of current land/shorefront uses and ownershipb) Deliverable: 1. Produce study 2. Executive Summary on recommendations for county, cities and communityc) Debrief county, cities and community on OneKitsap business approach for expansion and attractiond) Implement next steps after jurisdictional advisement	<p>Q1 2024 Q2-Q3 2024 Q3-Q4 2024 2025</p>
<p>2. Comprehensive Plan.</p> <ul style="list-style-type: none">• Deliverable: KEDA Comprehensive Plan Recommendations all jurisdictions and county (economic development chapters, land use, issues, infrastructure). Suggest code revisions if requested/appropriate.	<p>Q2 2024</p>

Tactics & Objectives	Timing
<p>3. Port of Bremerton / PSIC-Bremerton. Market industrial lands as possible and ready for development along the highway 3 corridor. Substantial development of the lands at maturity could yield an additional 1,250 jobs, \$375M in labor income, \$490 million in local business and \$1.28 billion in regional income (KEDA estimate based off 2023 economic impact analysis and WPPA 2021 Job Creator of the Year Data).</p> <p>a) Port of Bremerton. Per annual contract, market Port assets:</p> <ul style="list-style-type: none"> ○ Meet with Port staff to identify their properties/priorities for marketing ○ KPI: Conduct 16 related outbound outreach/recruitment efforts ○ Meet to discuss marketing / data needs, producing relevant collateral where possible ○ Evaluate prospects' five-year needs (identifying what POB can do to be ready for long-term opportunities) <p>○ .</p>	<p>Q1 2024 Q1-Q2 2024 Q3 2024 2025</p>
<p>3. New Business Development - Highway 3 Corridor</p> <p>b) Convene Southside Working Group (Kitsap + Mason/Belfair)</p> <ul style="list-style-type: none"> ○ Drive quarterly public/private multistakeholder working group meetings that align comprehensive plans between private landowners, City and Port of Bremerton, Mason County and others to bring southside lands to market / development per owner interests as rapidly as possible. Aid in associated policy / infrastructure. ○ Determine if additional regional subarea planning is needed / can occur. 	<p>Q3 2024</p> <p>2025</p>

B. WORKFORCE

Tactics & Objectives	Timing
1. Navy workforce. Create program for Kitsap employers to access Navy transitioning personnel and family members, adding to the strength of our community's workforce. <ul style="list-style-type: none"> a) Research program's feasibility, best examples, and stakeholders participation requirements with community, Navy, industry and others b) Design project, earning commitment from partners to train and hire workforce c) Deliverable: Pilot effort and evaluate performance d) Launch/scale full program e) Produce qualified workers for committed stakeholders, KPIs determined during program 	Q2-Q3 2024 Q3-Q4 2024 Q1-Q2 2025 Q1 2026 Q4 2026
2. Healthcare. <i>Multiyear Priority: Partner and advocate to help deliver the proposed OC Poulsbo Campus Allied Health Center.</i> <ul style="list-style-type: none"> a) Healthcare Working Group. Drawn from Kitsap County Healthcare Stakeholders, this KEDA-driven smaller group convened by KEDA will <ul style="list-style-type: none"> o identify positive outcomes in Kitsap healthcare, amplifying and tell those stories, o as well as the corrective actions being taken by the community to alleviate current areas of healthcare deficiency. b) Launch business or talent recruitment programs (as appropriate) for Healthcare, informed by needs and data. 	Q2-Q3 2024 2025
3. Publish Top 10 Necessary Jobs. Maintain inventory of targeted top 10 unfilled jobs: occupations, skills, pay. Update semiannually.	Q4 2024

C. BUSINESS RETENTION AND EXPANSION

Deliverable	Deadline
1. PTAC Program. Help Washington small and micro businesses obtain government contracts. <ul style="list-style-type: none"> • KPIs: 44 Training Sessions, 440 Attendees, 72 New Clients, 24 Manufacturers 	Q2 2024
2. Deliverables per Washington Department of Commerce contract (Interactions). <ul style="list-style-type: none"> • 2024 KPIs: 100 Business Retention and Expansion; 30 Recruitments; 18 Startups; 6 Export Assistance; 30 Trainings 	Q2 2024

Deliverable	Deadline
<ul style="list-style-type: none"> 2025 KPIs: 110 Business Retention and Expansion; 32 Recruitments; 20 Startups; 8 Export Assistance; 35 Trainings 	Q2 2025
3. Microbusiness Accelerator. Reproduce and/or scale if grant or other funding allows.	Q3 2024
4. Business Visitation Program. Visit high value employers to identify their opportunities, risk of departure from Kitsap, and business assistance. KPI: 50 Visits.	Q4 2024

D. ENTREPRENEURSHIP & INNOVATION

Tactics & Objectives	Timing
<ol style="list-style-type: none"> 1. Define and measure Kitsap’s current entrepreneurial ecosystem. Make recommendations and prioritize missing pieces. 2. Launch economic development training series relevant to community coworking spaces (ex: “How to Buy a Small Business”) 	<p>Q1-Q2 2024</p> <p>Q3-Q4 2024</p>

E. WAV-C

Key Tactics & Objectives	Performance Goals & Metrics / Timing
<p><i>Priority: New operational funding necessary for WAV-C to continue. Existing grants run out July 2024.</i></p> <ol style="list-style-type: none"> 1. Apply for Grant to Fund Operations 2. Have Demonstration Projects Underway (2) 3. KPI: Maintain 50 or more members 	<p>Quarterly Q1 2024, Q2/Q3 2024 Q3 2024</p>

F. RESEARCH

Key Tactics & Objectives	Performance Goals & Metrics / Timing
<ol style="list-style-type: none"> 1. Economic reports. <ol style="list-style-type: none"> a) Top Employers Report b) Kitsap One Pager – Economic Info c) Economic Profile 	<p>April / May 2024 Q2 2024 Q3 2024</p>
<ol style="list-style-type: none"> 2. Warehouse local economic data. <ol style="list-style-type: none"> a) Cost of Living Index via Western Washington University b) Median apartment and housing costs by Kitsap jurisdiction/region c) Housing starts under permit at Kitsap jurisdictions d) Commercial/Industrial under permit at jurisdictions 	<p>Obtain quarterly (where possible) beginning Q1 2024</p>

G. COMMUNICATIONS & EVENTS

Key Tactics & Objectives	Performance Goals & Metrics / Timing
1. Execute economic development events for Kitsap and community <ul style="list-style-type: none"> a) KEDA Annual Meeting and Economic Forecast b) BIPOC Business Forum (1-2) c) Investor Business Briefings (2) d) Kitsap Industrial Readiness Summit e) Fall Forum 	March or April 2024 Q2 2024 Q2, Q4 2024 Q3 2024 Q4 2024

H. ORGANIZATIONAL CAPACITY

Tactics & Objectives	Timing
1. Launch Investor Relations Committee, meeting triannually to monitor and evaluate OneKitsap progress. <ul style="list-style-type: none"> a) January meeting: Evaluates previous year's performance according to plan, adjusts upcoming year's plan b) July meeting: Evaluates Q2 deliverables (most critically, for ADO/Department of Commerce) c) October meeting: Check in on progress toward year-end. 	Q1 2024 Q3 2024 Q4 2024
2. Diversity, Equity and Inclusion. <ul style="list-style-type: none"> a) Relaunch DEI Task Force, 6x Meetings Annually, New Co-Chairs b) Deliverable: Identify DEI Measurement Success Criteria/KPI for KEDA c) Develop and implement economic development tactics to achieve desired outcome (informed by KEDA's 2023 DEI Report from NEXT Consulting Group) 	Q1 2024 Q2 2024 Q3 2024 – Q4 2025
3. Board Retreat. Provide a biannual retreat for board members, critical since adopting OneKitsap.	Q3 2024
4. Economic Development Manager obtains Certified Economic Developer credential (CeCD) from International Economic Development Council	2025

STEP 1. Review past performance (Section I).

GOALS NOT MET	REASON(S)	ADJUSTMENT

GOALS/ACTIVITIES REVISED	REASON(S)	ADJUSTMENT

STEP 2. Approve coming year's plan (from Section II)

KEDA BOARD APPROVAL

Signature

Date



Plan Section II: v2.1, September 2023

Longer-term (2026 – 2028) ROADMAP

A. NEW BUSINESS DEVELOPMENT

Tactics & Objectives	Timing
<p>1. Business/Talent Recruitment Program. Targeted sectors:</p> <ul style="list-style-type: none">• Maritime• Defense• Construction and Project Management“Right sized” (relative to footprint, wages, # of employees)•	2026 2027 2028
<p>2. Project Artisan</p> <p>Evaluate space need and growth forecast for key private sector employer(s). Aid in facility procurement if needed, taking actions to retain key large scale employers in Kitsap.</p> <p>•</p>	Begin 2026
<p>4. Silverdale Land Use. Plans, site/buildings and development strategy</p> <ul style="list-style-type: none">• Identify plans to increase residential densification of city• Redevelopment of Silverdale effort should include:<ul style="list-style-type: none">• Cost estimates, incentive evaluations	2026

Tactics & Objectives	Timing
<ul style="list-style-type: none"> • Cultural aspects • Infrastructure Considerations • Partnership with Greater Kitsap Chamber • Old Town <p>5. Increase New Business Capabilities</p> <ul style="list-style-type: none"> • Build Capacity (data, tools, hire staff/contract relationships if needed) to issue and respond capably and quickly to RFPs and RFIs • Expand relationships with site selectors <p>Ongoing:</p> <ul style="list-style-type: none"> • Monitor opportunity for local landowners (including POB) to create lay down yard space for Shipyard Infrastructure Optimization Program • Position KEDA as the private sector expert on the Shipyard Infrastructure Optimization Program. 	<p>2027-2028</p> <p>2028</p>

B. WORKFORCE

Tactics & Objectives	Timing
<p>1. CTE. Increase certificated graduates from CTE programs in high schools, emphasizing trades and other careers in Kitsap that do not require 4-year college degrees.</p> <p>2. Apprenticeships. Enlist industry partners for top 10 apprenticeships (or job skills training programs / internships) for expansion (e.g., businesses active in the schools, students learning at businesses)</p> <p>Ongoing:</p> <ul style="list-style-type: none"> Participate in community dialogue around housing to advance the solutions workforce agenda 	<p>Q1 2026 – Q3 2027</p> <p>Q3 2027 Q4 2028</p>

C. BUSINESS RETENTION AND EXPANSION

Tactics & Objectives	Timing
Regular adjustment of all KPIs: PTAC, Commerce, Business Visitation Interview Program	Annual

D. ENTREPRENEURSHIP AND INNOVATION

Tactics & Objectives	Timing
<p>1. Evaluate feasibility of Kitsap business plan competition w/ higher education partners</p> <p>Ongoing:</p> <ul style="list-style-type: none"> Continue facilitating opportunities for Kitsap’s entrepreneurs to grow, network and collaborate 	2026

E. WAV-C

Tactics & Objectives	Timing
To be determined. Future feasibility is tied to new operational funding that must be obtained by Fall 2024.	

F. RESEARCH

Key Tactics & Objectives	Timing
<ul style="list-style-type: none">• Gap study. Comprehensively evaluate the adequacy of products and professional services available in Kitsap.	Q1 2026 – Q3 2027
<ul style="list-style-type: none">• Migration and Growth study. Evaluate who has moved to Kitsap during the pandemic, how demographics have changed, and whether growth remains on a strong trajectory.	Q3 2027 – Q4 2028
Ongoing: <ul style="list-style-type: none">• Continue to maintain, research, publish and disseminate information about Kitsap’s economy (both through large scale projects and individual efforts to assist Kitsap firms / economic interest)	

G. COMMUNICATIONS & EVENTS

Tactics & Objectives	Timing
<p>Ongoing:</p> <ul style="list-style-type: none">• Market Kitsap as business-friendly, innovative, with a strong quality of life, convenience and connectivity to Greater Seattle. County Requirement: Outreach and marketing of Kitsap as a talent destination.	

H. ORGANIZATIONAL DEVELOPMENT

Tactics & Objectives	Timing
<p>Ongoing:</p> <ul style="list-style-type: none">• Staff development opportunities as determined by the Executive Director / Board	



PROPOSED FIVE YEAR STRATEGIC PLAN

This “summary draft” is National Community Development Services’ attempt to capture key strategic, programmatic, and organizational direction provided by stakeholders during our confidential interview process in 2022 and from the “input” sessions facilitated during January 2023. This One Kitsap summary reflects what those stakeholders want from Kitsap County’s lead economic development organization and what they will support with additional financial resources.

The immediate next step is creation of the more comprehensive “case for support” that will serve as the source document for One Kitsap collateral to serve as a call to action for funding and executing this plan to ensure Kitsap’s future growth and prosperity and to elevate KEDA’s capacity for delivering tangible impacts and outcomes.

What is One Kitsap?

- A five-year strategic economic development initiative
- Public/Private Partnership
- Intentional
- Aligned with Kitsap’s economic development needs and opportunities
- Key characteristics:
 - Results-oriented
 - Long-term thinking with near-term and ongoing execution
 - Accountable to public and private stakeholders
 - Goals rooted in economic vitality, prosperity, and sustainability: Jobs, Incomes and GDP
 - Collaborative with relevant agencies, organizations, institutions, and comprehensive plans

Why do we need it and why now?

Economic growth that does not jeopardize Kitsap’s beauty, quality of place, and quality of life will require intentionality, leadership, and capacity.

Who?

- **Led by a re-focused, re-energized KEDA**
 - Targeted economic development orientation based on studies, analyses and plans
 - More private sector influence and direction
 - Focus and resources directed by strategic plan
 - Investor-led and directed
- **Partners & collaborators**
 - Private employers
 - County, municipalities, neighboring counties
 - Tribal Nations
 - Education (Olympic College campuses, university partners, K-12 system/districts, trade and technical schools)
 - Ports (Bremerton, etc) and other industrial parks
 - Real estate: Developers, builders, associations
 - Chambers of Commerce
 - Community nonprofits

Additional Notes About One Kitsap:

- Funded and delivered as a five-year initiative, but also intended to establish capacity for KEDA to deliver solutions, impact, and value for many years in the future. The first few years will focus on building new organizational capacity.
- Stakeholders, investors, and community leaders will be deployed through ad hoc and committee tasks as needed to supplement KEDA staff capacity and advance the collective agenda effectively.
- KEDA staff will be encouraged to pursue appropriate professional development opportunities.
- Implementation of One Kitsap requires investments in research capabilities and data acquisition & analysis. Research will include identification of best practices in other communities that can be emulated in Kitsap.

Five-Year Goals & Outcomes:

- Increase overall industrial and commercial inventory (**25 acres**), **2,500** direct (total 3,974) **new jobs**, **decreased vacancy rate** at major employers by **25%** from 2022 year-end highs, up to **3%** increase in Kitsap County **GDP**.
- Forecasted **\$838M** in new county output, **\$249M** in new consumer spending, **\$28M** in new local and state taxes with return on investment for ONE Kitsap public and private investors.



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 Vacating City Right-of-Way, a Portion of an Alley off of Taylor St and a Portion of Austin Ave Between Taylor St and Smith St; Portion of Sweany St off of Sidney Ave and Most of the Alley Between Taylor St and Division St; and Portion of an Alley off of Cline St Between Sweany St and Taylor St

Meeting Date: September 12, 2023
Prepared by: Brandy Wallace, MMC
City Clerk
Atty Routing No: 366922-0005
Atty Review Date: September 6, 2023

Summary: Petitioner Kitsap County has filed a petition to vacate City rights-of-ways as the owner of the following Kitsap County Tax Parcel Nos.:

Proposition #1 Alley & Street Vacates (Cline to Sidney & Division to Taylor)			
Label	Parcel #	Owner	Site Address
A	4059-001-001-0009	Kitsap County General	614 DIVISION ST PORT ORCHARD WA 98366
B	4059-002-010-0006	KITSAP COUNTY ADMINISTRATIVE SERVICES	608 SIDNEY AVE PORT ORCHARD WA 98366
C	4059-002-009-0009	Kitsap County	612 SIDNEY AVE PORT ORCHARD WA 98366
D	4059-002-007-0001	KITSAP COUNTY ADMINISTRATIVE SERVICES	616 SIDNEY AVE PORT ORCHARD WA 98366
E	4059-002-006-0002	KITSAP COUNTY ADMINISTRATIVE SERVICES	NO ADDRESS FOUND
F	4059-003-008-0008	KITSAP COUNTY GENERAL KITSAP COUNTY PUBLIC WORKS	712 SIDNEY AVE PORT ORCHARD WA 98366
G	4059-003-007-0009	KITSAP COUNTY GENERAL KITSAP COUNTY PUBLIC WORKS	NO ADDRESS FOUND
H	4059-003-006-0000	KITSAP COUNTY ADMINISTRATIVE SERVICES	717 TAYLOR ST PORT ORCHARD WA 98366
Proposition #2A Alley Vacate (Austin to Sidney & Taylor to Half block between Smith)			
I	4059-008-019-0004	KITSAP COUNTY ADMIN SERVS	802 SIDNEY AVE PORT ORCHARD WA 98366
J	4059-008-018-0005	KITSAP COUNTY	808 SIDNEY AVE PORT ORCHARD WA 98366
K	4059-008-016-0007	KITSAP COUNTY ADMIN SERVS	810 SIDNEY AVE PORT ORCHARD WA 98366
L	4059-008-001-0004	KITSAP COUNTY GENERAL KITSAP COUNTY PUBLIC WORKS	706 TAYLOR ST PORT ORCHARD WA 98366
M	4059-008-005-0208	KITSAP COUNTY ADMIN SERVS	815 AUSTIN AVE PORT ORCHARD WA 98366
Proposition #2B Street Vacate (Austin Ave to half block between Smith)			
N	4059-007-009-0008	KITSAP COUNTY	620 TAYLOR ST PORT ORCHARD WA 98366
O	4059-008-001-0103	KITSAP COUNTY ADMIN SERVS	702 TAYLOR ST PORT ORCHARD WA 98366
P	4059-008-006-0009	KITSAP COUNTY ADMIN SERVS	809 AUSTIN AVE PORT ORCHARD WA 98366

The request is for the following:

- 1) a Portion of an Alley off of Taylor Street and a Portion of Austin Avenue between Taylor Street and Smith Street;

- a. approximately 9,974 square feet
- 2) Portion of Sweany Street off of Sidney Avenue and Most of the Alley Between Taylor Street and Division Street;
 - a. approximately 14,838 square feet
- 3) Portion of an Alley off of Cline Street Between Sweany Street and Taylor Street
 - a. Approximately 1,498 square feet

The rights of way and alleys total approximately 26,310 square feet.

The petitioner owns all adjoining property therefore they own more than two thirds of the abutting property, as required by RCW 35.79.010 and POMC 12.08.010.

On July 25, 2023, the Council adopted Resolution No. 079-23, setting a public hearing on this petition to vacate the City's ROW.

On August 18, 2023, the City posted the required public notice in two conspicuous places in the alley/street sought to be vacated and on the same day, placed a copy of the adopted Resolution in three of the most public places in the City: (1) City Hall Bulletin Board, (2) Kitsap County Administrative Building Bulletin Board, and (3) Port Orchard Library Bulletin Board. As required, notice was given to the abutting property owners, of which all are owned by the Petitioner, of the petition and the public hearing. These actions meet the posting and noticing requirements outlined in RCW 35.79.020 and POMC 12.08.020.

As of today, staff has received no inquiries nor any written objections to this proposed vacation. Pursuant to RCW 35.79.020 and POMC 12.08.030(1), the Council is prohibited from proceeding with the Public Hearing if fifty percent (50%) of the abutting property owners file written objection to the proposed vacation with the Clerk, prior to the time of the hearing; therefore, with no written objections, the Council shall proceed with the Public Hearing.

Staff is requesting the public hearing at this time, with proposed action to follow at a future meeting. Staff and the petitioner re working to prepare the necessary utility easements to address the City's future access to utilities and will submit the proposed vacation for approval once the easements are completed.

Recommendation: Staff recommends the Mayor open the public hearing to take public testimony on the petition to vacate a portion of City rights-of-ways as described.

Attachments: Petition, proposed vacated area, and legal description, and Resolution No. 079-23



City of Port Orchard

City Clerk's Office

216 Prospect Street, Port Orchard, WA 98366

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

www.cityofportorchard.us

PETITION TO VACATE CITY RIGHT-OF-WAY
APPLICATION

(POMC 12.08 / Resolution No. 030-17)

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

Property Owner's Name(s): Kitsap County Courthouse

Mailing Address: 614 Division Street, MS-4 Port Orchard WA 98366
Street City State Zip

Contact Information: Karen Goon, County Administrator. 360-337-4403 kgoon@co.kitsap.wa.us
Phone Email

Address of Requested Vacation: Austin Ave, between Taylor Street and Smith Street
Street or nearest cross street

Parcel Number of Requested Vacation: See attached Exhibit C, D & E.

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

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

See exhibit A & B.

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

2. State the proposed use of the vacated right-of-way: New surface parking lot to serve the new courthouse expansion and remodel.

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

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

Kaela Coen
Signature of Applicant

5/9/22
Date

Signature of Applicant

Date

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

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

FOR CITY CLERK'S OFFICE USE ONLY

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

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

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

Public Hearing Date: _____

Notices Posted by: _____ Date of Noticing: _____

Approved by the City Council ☐ Yes ☐ No

VACATION DESCRIPTION

THAT PORTION OF AUSTIN AVENUE (AUSTIN STREET ON FACE OF PLAT) LYING ADJACENT TO LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK 8, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON;

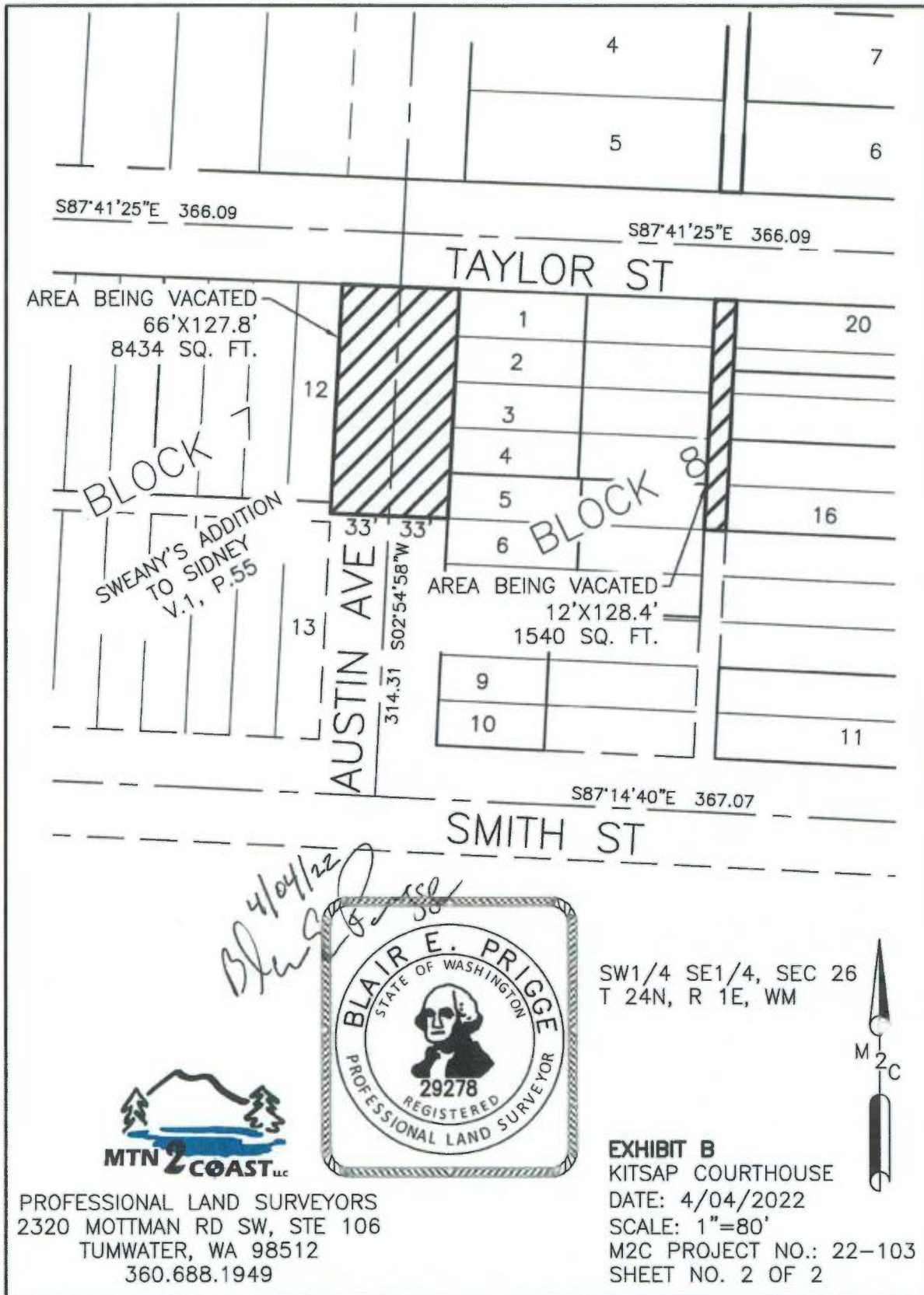
TOGETHER WITH THAT PORTION OF ALLEY LYING ADJACENT TO LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK 8, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON.



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360.688.1949

EXHIBIT A
KITSAP COURTHOUSE
DATE: 4/04/2022
SCALE: 1"=80'
M2C PROJECT NO.: 22-103
SHEET NO. 1 OF 2

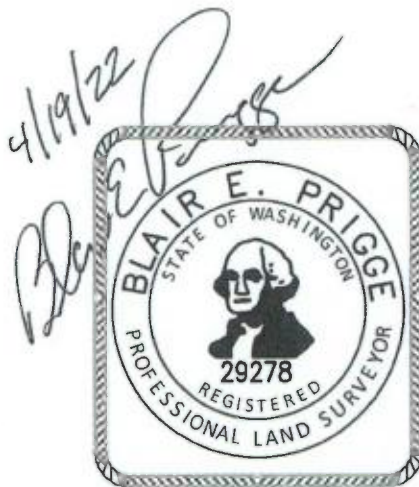
EXHIBIT A



VACATION DESCRIPTION

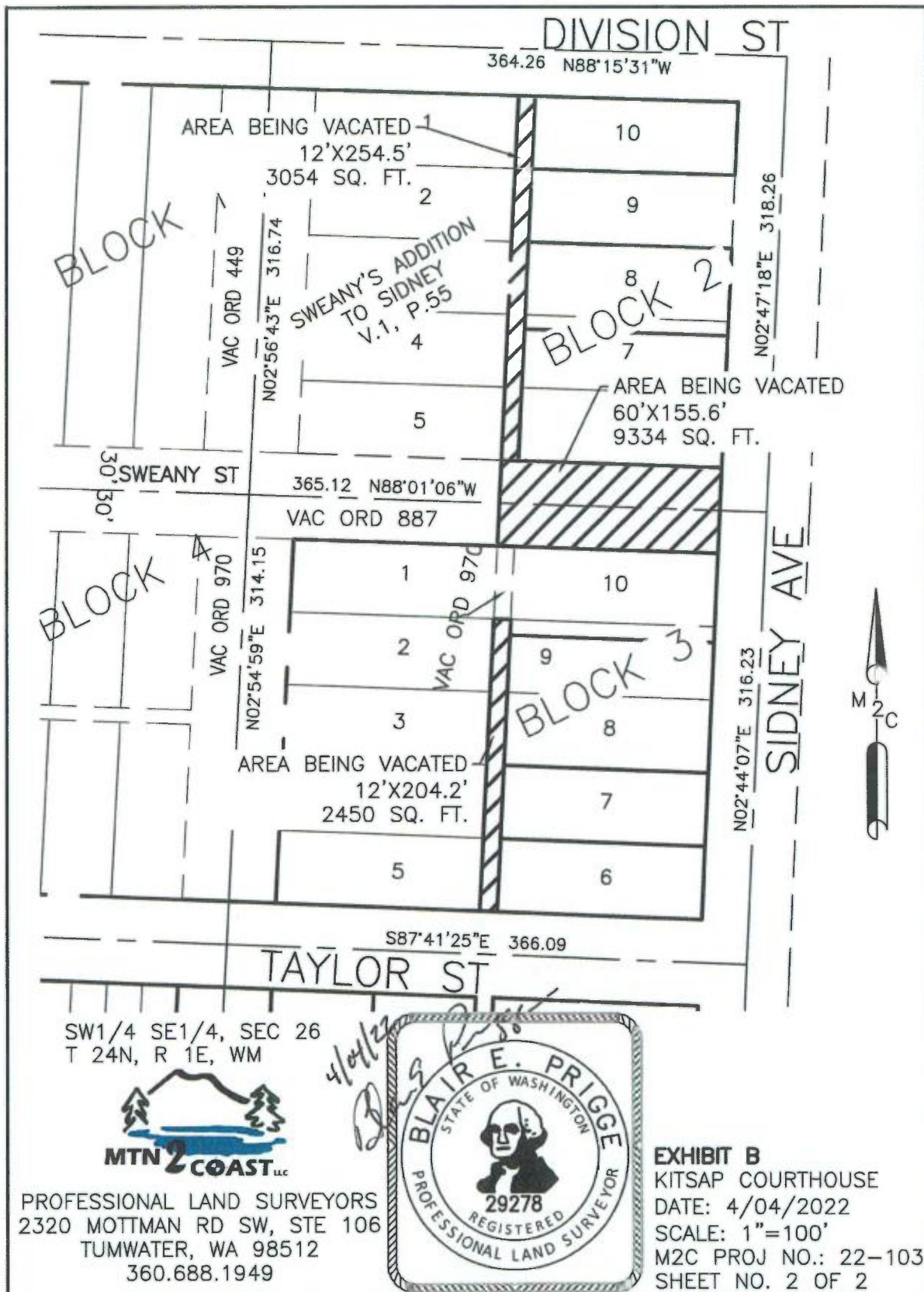
THAT PORTION OF SWEANY STREET LYING ADJACENT TO LOT 10, BLOCK 3 AND ADJACENT TO THE ALLEY IN BLOCK 3, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON;

TOGETHER WITH ALL THE ALLEY IN BLOCK 2 AND THE ALLEY ADJACENT TO LOTS 6 THROUGH 9 INCLUSIVE, BLOCK 3, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON.



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360.688.1949

EXHIBIT A
KITSAP COURTHOUSE
DATE: 4/04/2022
SCALE: N/A
M2C PROJECT NO.: 22-103
SHEET NO. 1 OF 2



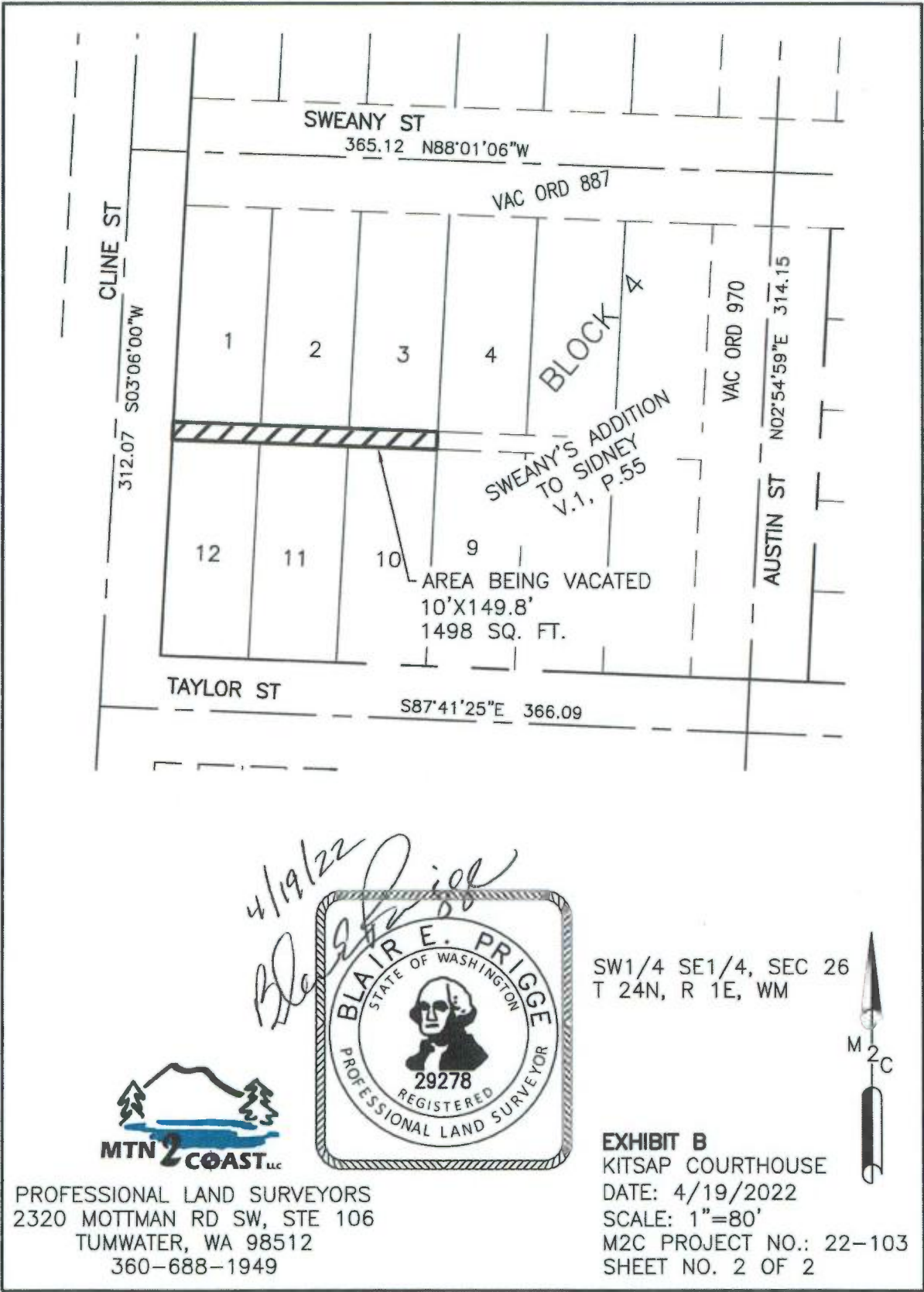
VACATION DESCRIPTION

THAT PORTION OF ALLEY LYING ADJACENT TO LOTS 1 THROUGH 3
INCLUSIVE OF BLOCK 4, SWEANY'S ADDITION TO SIDNEY AS
RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF
KITSAP COUNTY, WASHINGTON.



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360-688-1949

EXHIBIT A
KITSAP COURTHOUSE
DATE: 4/18/2022
SCALE: 1"=80'
M2C PROJECT NO.: 22-103
SHEET NO. 1 OF 2





City of Port Orchard

City Clerk's Office

216 Prospect Street, Port Orchard, WA 98366

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

www.cityofportorchard.us

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

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

Property Owner Seeking Vacation (Petitioner): Kitsap County Courthouse
First and Last Name
Contact Information: Karen Goon, County Administrator. 360-337-4403 kgoon@co.kitsap.wa.us
Phone Email
Street or Nearest Cross Street of Requested Vacation: Austin Ave, between Taylor Street and Smith Street
Parcel Number of Requested Vacation: See Exhibit C, D & E

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

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

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

Karen Goon

Kitsap County Courthouse

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

Name of Corporation (if applicable)

Karen Goon, Kitsap County Administrator
(Signature and/or Title)

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

Name of Corporation (if applicable)

(Signature and/or Title)

See Exhibit C, D

See Exhibit C, D

Property Address

Tax Parcel Number

Mailing Address: 614 Division Street, MS-4
Street

Port Orchard WA 98366
City State Zip

Contact Information: 360-337-4403
Phone

kgoon@co.kitsap.wa.us KITSAP.GOV
Email

Proposition #1 Alley & Street Vacates (Cline to Sidney & Division to Taylor)				
Label	Parcel #	Owner	Site Address	Mailing Address
A	4059-001-001-0009	Kitsap County General	614 DIVISION ST PORT ORCHARD WA 98366	614 DIVISION ST PORT ORCHARD WA 98366
B	4059-002-010-0006	KITSAP COUNTY ADMINISTRATIVE SERVICES	608 SIDNEY AVE PORT ORCHARD WA 98366	614 DIVISION ST STOP 7 PORT ORCHARD WA 98366 4614
C	4059-002-009-0009	Kitsap County	612 SIDNEY AVE PORT ORCHARD WA 98366	614 DIVISION ST MS-4 PORT ORCHARD WA 98366 4614
D	4059-002-007-0001	KITSAP COUNTY ADMINISTRATIVE SERVICES	616 SIDNEY AVE PORT ORCHARD WA 98366	614 DIVISION ST MS-4 PORT ORCHARD WA 98366 4614
E	4059-002-006-0002	KITSAP COUNTY ADMINISTRATIVE SERVICES	NO ADDRESS FOUND	614 DIVISION ST STOP 7 PORT ORCHARD WA 98366 4614
F	4059-003-008-0008	KITSAP COUNTY GENERAL KITSAP COUNTY PUBLIC WORKS	712 SIDNEY AVE PORT ORCHARD WA 98366	614 DIVISION ST MS-27 PORT ORCHARD WA 98366 4614
G	4059-003-007-0009	KITSAP COUNTY GENERAL KITSAP COUNTY PUBLIC WORKS	NO ADDRESS FOUND	614 DIVISION ST MS-27 PORT ORCHARD WA 98366 4614
H	4059-003-006-0000	KITSAP COUNTY ADMINISTRATIVE SERVICES	717 TAYLOR ST PORT ORCHARD WA 98366	614 DIVISION ST STOP 7 PORT ORCHARD WA 98366 4614
Proposition #2A Alley Vacate (Austin to Sidney & Taylor to Half block between Smith)				
I	4059-008-019-0004	KITSAP COUNTY ADMIN SERV	802 SIDNEY AVE PORT ORCHARD WA 98366	614 DIVISION ST MS 35A PORT ORCHARD WA 98366 4614
J	4059-008-018-0005	KITSAP COUNTY	808 SIDNEY AVE PORT ORCHARD WA 98366	619 DIVISION ST PORT ORCHARD WA 98367
K	4059-008-016-0007	KITSAP COUNTY ADMIN SERV	810 SIDNEY AVE PORT ORCHARD WA 98366	614 DIVISION ST MS 35A PORT ORCHARD WA 98366 4614
L	4059-008-001-0004	KITSAP COUNTY GENERAL KITSAP COUNTY PUBLIC WORKS	706 TAYLOR ST PORT ORCHARD WA 98366	614 DIVISION ST MS-27 PORT ORCHARD WA 98366 4614
M	4059-008-005-0208	KITSAP COUNTY ADMIN SERV	815 AUSTIN AVE PORT ORCHARD WA 98366	614 DIVISION ST MS 35A PORT ORCHARD WA 98366 4614
Proposition #2B Street Vacate (Austin Ave to half block between Smith)				
N	4059-007-009-0008	KITSAP COUNTY	620 TAYLOR ST PORT ORCHARD WA 98366	614 DIVISION ST MS-4 PORT ORCHARD WA 98366 4614
O	4059-008-001-0103	KITSAP COUNTY ADMIN SERV	702 TAYLOR ST PORT ORCHARD WA 98366	614 DIVISION ST MS 35A PORT ORCHARD WA 98366 4614
P	4059-008-006-0009	KITSAP COUNTY ADMIN SERV	809 AUSTIN AVE PORT ORCHARD WA 98366	614 DIVISION ST MS 35A PORT ORCHARD WA 98366 4614

PROPOSITION: Part 1



1. Vacate alleys on county owned properties highlighted in blue.
2. Vacate Sweany St. County will reconfigure to provide a new private access drive to align with Ada St.

PROPOSITION: Part 2



1. Vacate Northern half of Austin Block and alley between Taylor St. and Smith St. highlighted in green.



A1.3

SITE PLAN PHASE 0A

Exhibit E

KITSAP COUNTY COURTHOUSE

614 DIVISION ST | PORT ORCHARD, WA

SCHEMATIC DESIGN | 03/17/21

RESOLUTION NO. 079-23

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, FIXING THE DATE OF PUBLIC HEARING ON A PETITION TO VACATE CITY RIGHT OF WAY, A PORTION OF AN ALLEY OFF OF TAYLOR STREET AND A PORTION OF AUSTIN AVENUE BETWEEN TAYLOR STREET AND SMITH STREET; PORTION OF SWEANY STREET OFF OF SIDNEY AVENUE AND MOST OF THE ALLEY BETWEEN TAYLOR STREET AND DIVISION STREET; AND PORTION OF AN ALLEY OFF OF CLINE STREET BETWEEN SWEANY STREET AND TAYLOR STREET.

WHEREAS, the petitioner, Kitsap County owners of the adjacent properties, submitted a petition to vacate City rights-of-way (ROW); and

WHEREAS, the petition is to vacate unopened portions of allies and streets as described below:

- 1) a Portion of an Alley off of Taylor Street and a Portion of Austin Avenue between Taylor Street and Smith Street;
 - a. approximately 9,974 square feet
- 2) Portion of Sweany Street off of Sidney Avenue and Most of the Alley Between Taylor Street and Division Street;
 - a. approximately 14,838 square feet
- 3) Portion of an Alley off of Cline Street Between Sweany Street and Taylor Street
 - a. Approximately 1,498 square feet

WHEREAS, the petitioner has submitted an application, copy attached hereto as Exhibit A and incorporated herein by this reference, which meets the requirements set out in Port Orchard Municipal Code (POMC) 12.08.010, and have paid the applicable fees required by the City; and

WHEREAS, the petitioner constitute the owners of more than two-thirds (2/3) of the property abutting the area proposed for vacation pursuant to RCW 35.79.010; and

WHEREAS, the petitioners have requested that proceedings be had hereon for the vacation of said portion of the city right-of-way in the manner prescribed by RCW 35.79; and

WHEREAS, the total proposed area for vacation is approximately 26,310 square feet, legally described as follows and depicted in the survey contained in Exhibit B hereto:

PORTION OF AN ALLEY OFF OF TAYLOR STREET AND A PORTION OF AUSTIN AVENUE BETWEEN TAYLOR STREET AND SMITH STREET

THAT PORTION OF AUSTIN AVENUE (AUSTIN STREET ON
FACE OF PLAT) LYING ADJACENT TO LOTS 1 THROUGH 5

INCLUSIVE OF BLOCK 8, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF ALLEY LYING ADJACENT TO LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK 8, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON.

PORTION OF SWEANY STREET OFF OF SIDNEY AVENUE AND MOST OF THE ALLEY BETWEEN TAYLOR STREET AND DIVISION STREET

THAT PORTION OF SWEANY STREET LYING ADJACENT TO LOT 10, BLOCK 3 AND ADJACENT TO THE ALLEY IN BLOCK 3, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON;

TOGETHER WITH ALL THE ALLEY IN BLOCK 2 AND THE ALLEY ADJACENT TO LOTS 6 THROUGH 9 INCLUSIVE, BLOCK 3, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON.

PORTION OF AN ALLEY OFF OF CLINE STREET BETWEEN SWEANY STREET AND TAYLOR STREET

THAT PORTION OF ALLEY LYING ADJACENT TO LOTS 1 THROUGH 3 INCLUSIVE OF BLOCK 4, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON.

WHEREAS, the street vacation is requested to be part of the Kitsap County new Courthouse expansion and remodel project; 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: A Public Hearing upon said proposed street vacation shall be held in person and via the online platform Zoom on Tuesday, September 12, 2023, at 6:30 p.m., at which

hearing all persons interested in said street vacation are invited to appear in person or via the Zoom platform. Access information for Zoom shall be included in the notices required herein.

THAT: The City Clerk is directed to post notice of the petition in three of the most public places in the city and a like notice in a conspicuous place on the street and/or alley sought to be vacated, pursuant to RCW 35.79.020. The Clerk shall also post the notice on the City's website.

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 25th day of July 2023.

DocuSigned by:

Rob Putaansuu

3B06402E3F5847D...

Robert Putaansuu, Mayor

ATTEST:

Jenine Floyd
Jenine Floyd, CMC, Deputy City Clerk





City of Port Orchard

City Clerk's Office

216 Prospect Street, Port Orchard, WA 98366

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PETITION TO VACATE CITY RIGHT-OF-WAY APPLICATION

(POMC 12.08 / Resolution No. 030-17)

*This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.*Property Owner's Name(s): Kitsap County Courthouse

Mailing Address: 614 Division Street, MS-4 Port Orchard WA 98366

Street City State Zip

Contact Information: Karen Goon, County Administrator. 360-337-4403 kgoon@co.kitsap.wa.us

Phone Email

Address of Requested Vacation: #2B Austin Ave, between Taylor Street and Smith Street

#2A Alley E Austin to Sidney & Taylor to Smith

See attached Exhibit C, D & E.

Parcel Number of Requested Vacation: #1 Alley + street - Cline to Sidney & Division to Taylor

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

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

See exhibit A & B.

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

2. State the proposed use of the vacated right-of-way: _____
New surface parking lot to serve the new courthouse expansion and remodel.

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

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

Kaela Coen
Signature of Applicant

5/9/22
Date

Signature of Applicant

Date

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

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

FOR CITY CLERK'S OFFICE USE ONLY

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

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

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

Public Hearing Date: _____

Notices Posted by: _____ Date of Noticing: _____

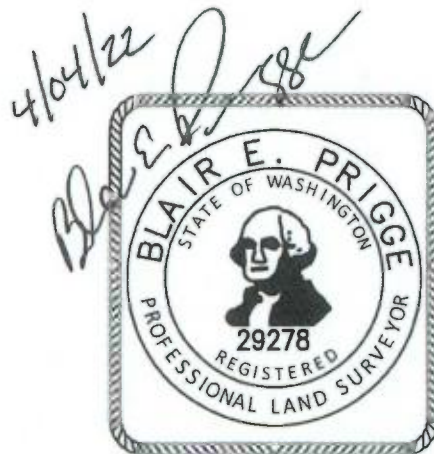
Approved by the City Council ☐ Yes ☐ No

EXHIBIT A

VACATION DESCRIPTION

THAT PORTION OF AUSTIN AVENUE (AUSTIN STREET ON FACE OF PLAT) LYING ADJACENT TO LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK 8, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON;

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PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360.688.1949

EXHIBIT A
KITSAP COURTHOUSE
DATE: 4/04/2022
SCALE: 1"=80'
M2C PROJECT NO.: 22-103
SHEET NO. 1 OF 2

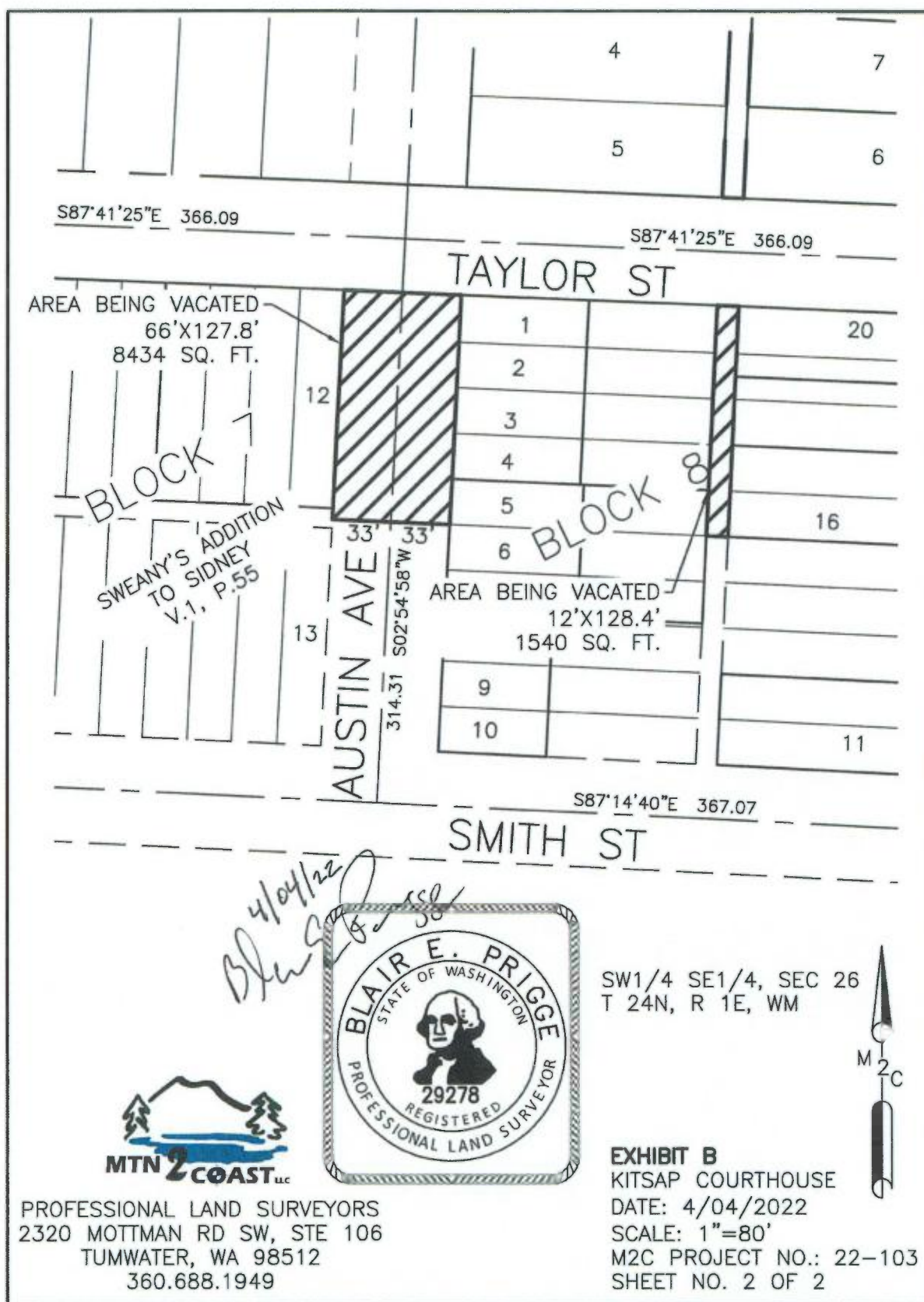
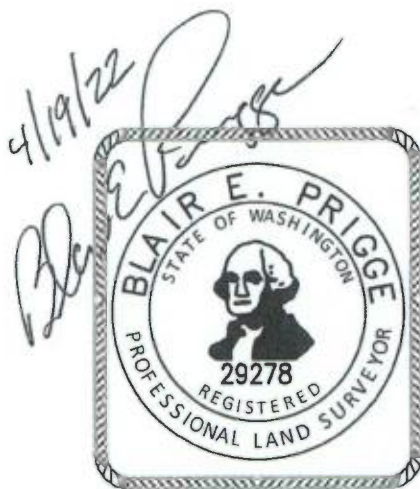
EXHIBIT A

EXHIBIT B-1

VACATION DESCRIPTION

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TOGETHER WITH ALL THE ALLEY IN BLOCK 2 AND THE ALLEY ADJACENT TO LOTS 6 THROUGH 9 INCLUSIVE, BLOCK 3, SWEANY'S ADDITION TO SIDNEY AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 55, RECORDS OF KITSAP COUNTY, WASHINGTON.



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360.688.1949

EXHIBIT A
KITSAP COURTHOUSE
DATE: 4/04/2022
SCALE: N/A
M2C PROJECT NO.: 22-103
SHEET NO. 1 OF 2

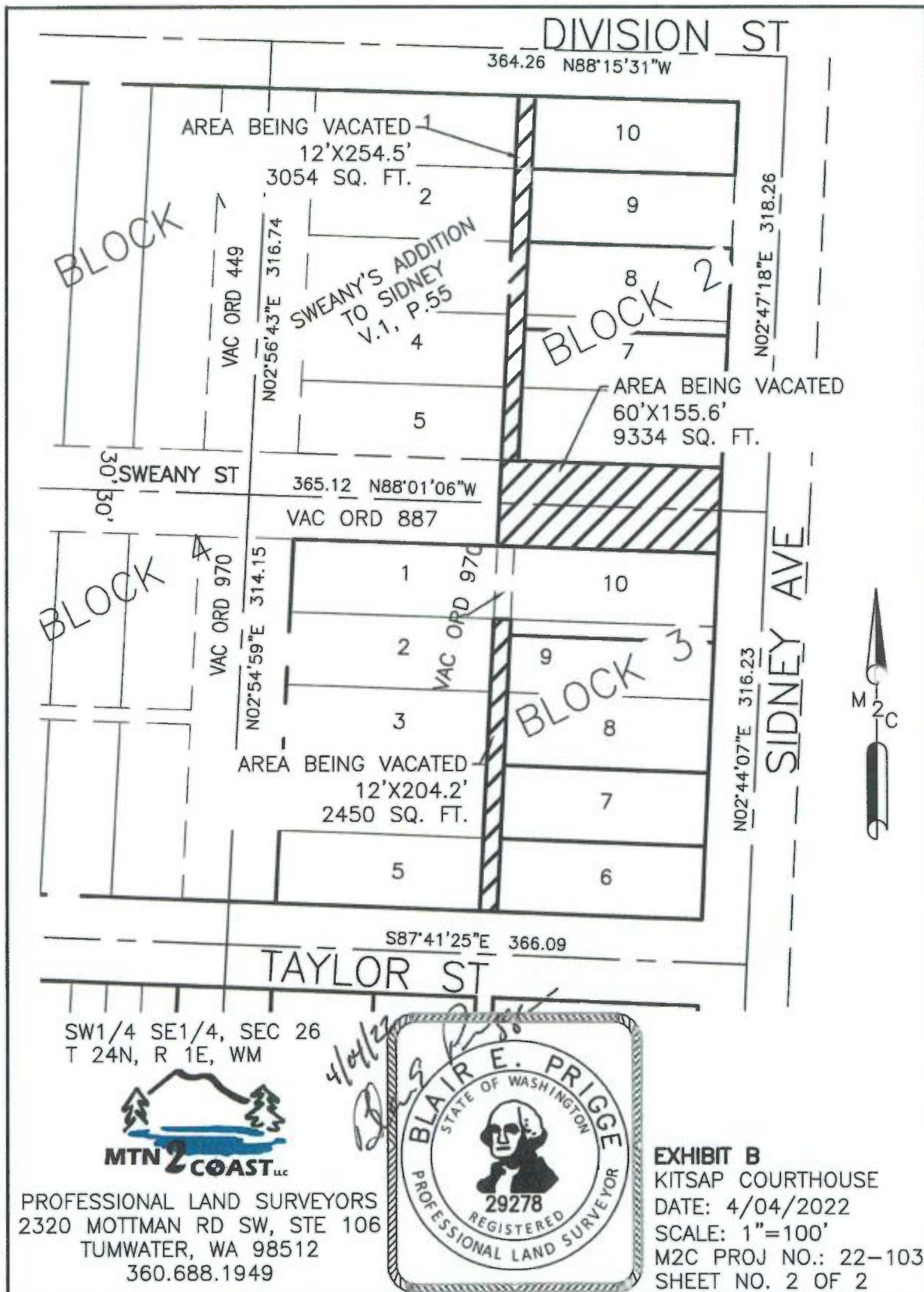
EXHIBIT B-1

EXHIBIT B-2

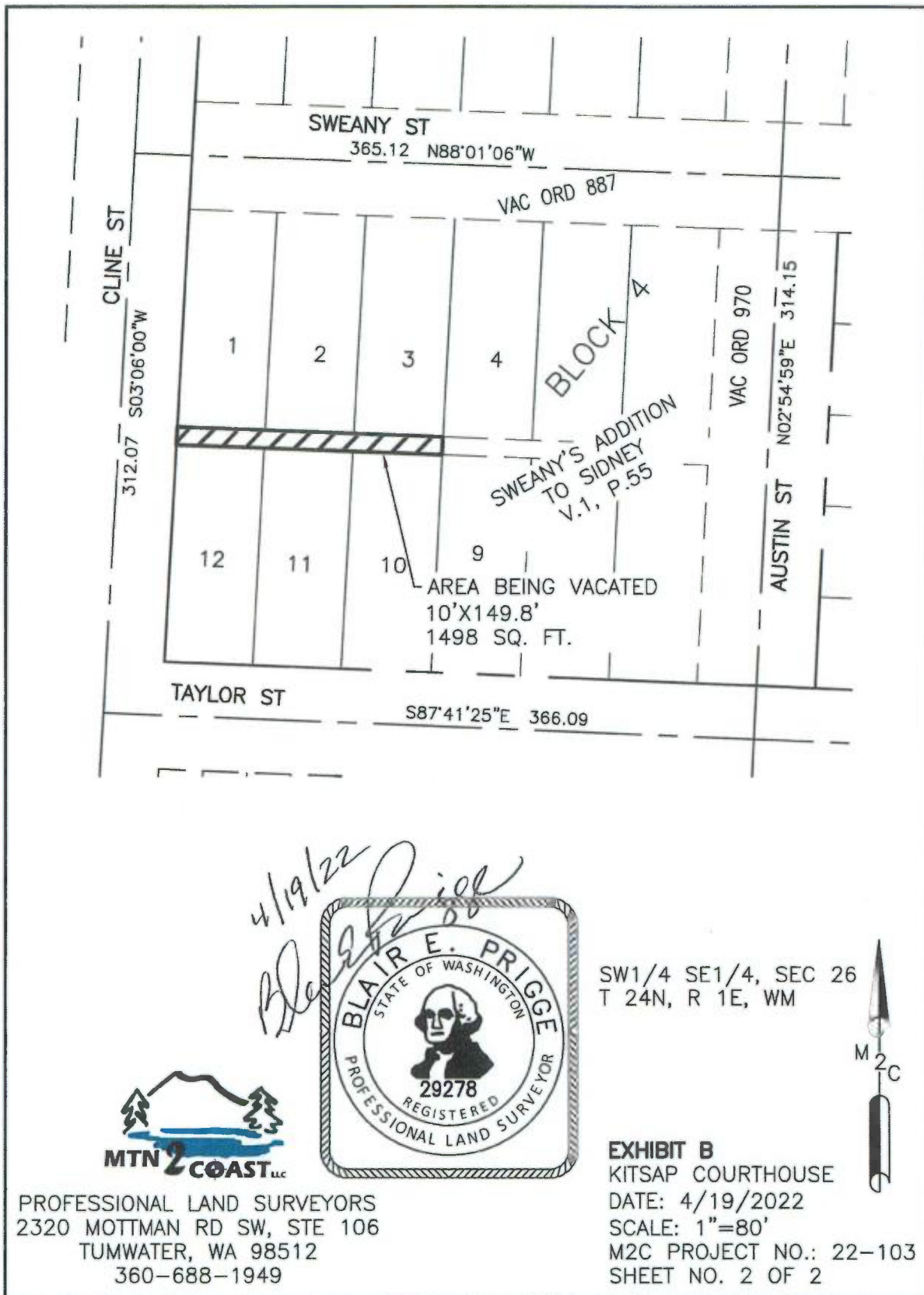
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EXHIBIT A
KITSAP COURTHOUSE
DATE: 4/18/2022
SCALE: 1"=80'
M2C PROJECT NO.: 22-103
SHEET NO. 1 OF 2

EXHIBIT B-2



City of Port Orchard

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

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Kitsap County Courthouse

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

Contact Information: Karen Goon, County Administrator. 360-337-4403 kgoon@co.kitsap.wa.us
 Phone Email

Street or Nearest Cross Street of Requested Vacation: Austin Ave, between Taylor Street and Smith Street

Parcel Number of Requested Vacation: See Exhibit C, D & E

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

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

Karen Goon

Kitsap County Courthouse

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

Name of Corporation (if applicable)

Karen Goon, Kitsap County Administrator
 (Signature and/or Title)

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

Name of Corporation (if applicable)

(Signature and/or Title)

See Exhibit C, D

See Exhibit C, D

Property Address

Tax Parcel Number

Mailing Address: 614 Division Street, MS-4
 Street

Port Orchard WA 98366
 City State Zip

Contact Information: 360-337-4403
 Phone

kgoon@co.kitsap.wa.us KITSAP. GOV
 Email

Exhibit C

Proposition #1 Alley & Street Vacates (Cline to Sidney & Division to Taylor)				
Label	Parcel #	Owner	Site Address	Mailing Address
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B	4059-002-010-0006	KITSAP COUNTY ADMINISTRATIVE SERVICES	608 SIDNEY AVE PORT ORCHARD WA 98366	614 DIVISION ST STOP 7 PORT ORCHARD WA 98366 4614
C	4059-002-009-0009	Kitsap County	612 SIDNEY AVE PORT ORCHARD WA 98366	614 DIVISION ST MS-4 PORT ORCHARD WA 98366 4614
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Kitsap County
Courthouse
Exhibit D



PROPOSITION: Part 1



1. Vacate alleys on county owned properties highlighted in blue.
2. Vacate Sweany St. County will reconfigure to provide a new private access drive to align with Ada St.

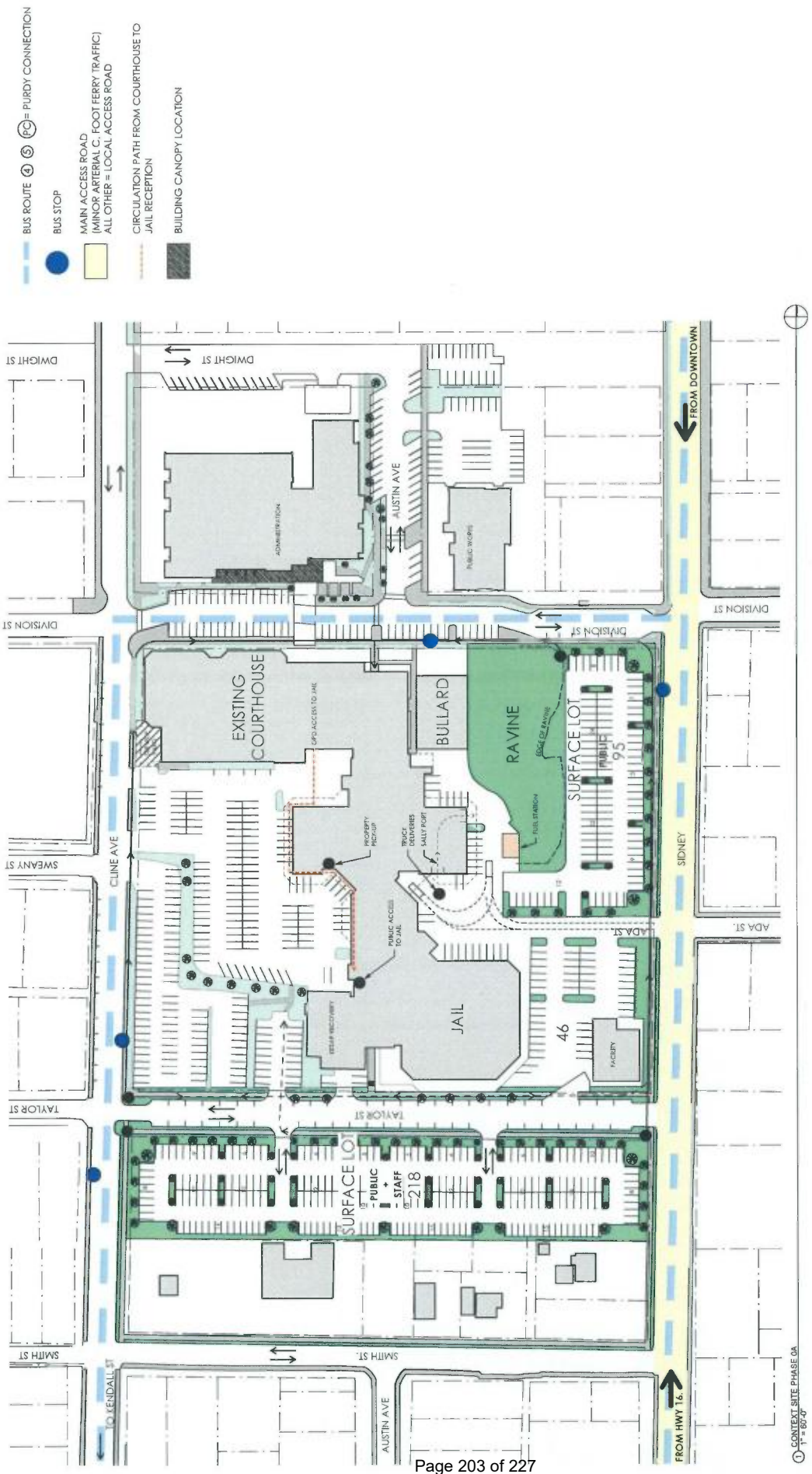
Kitsap County
Courthouse
Exhibit D



PROPOSITION: Part 2

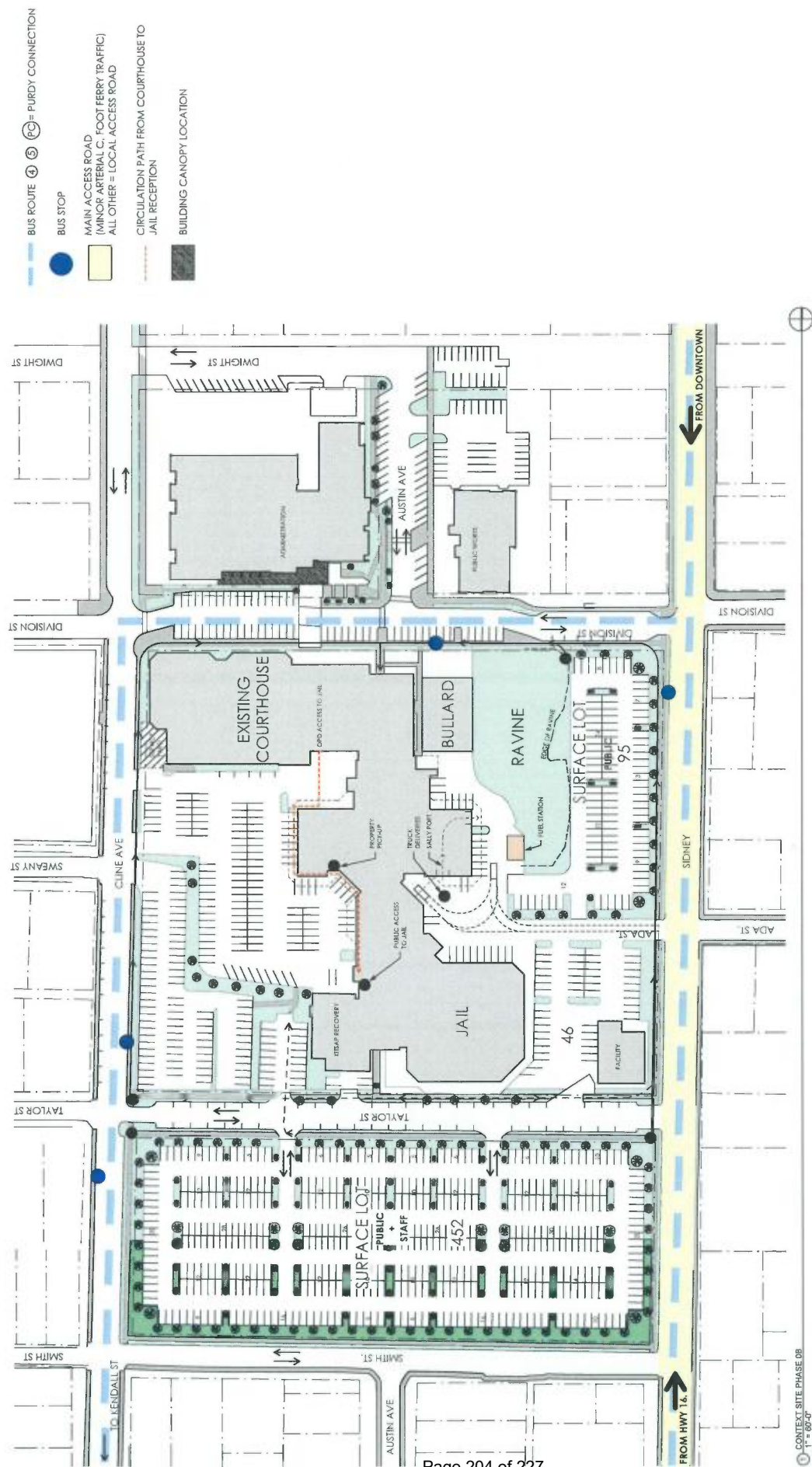


1. Vacate Northern half of Austin Block and alley between Taylor St. and Smith St. highlighted in green.



A1.3
SITE PLAN PHASE 0A
Exhibit E

KITSAP COUNTY COURTHOUSE
614 DIVISION ST | PORT ORCHARD, WA
SCHEMATIC DESIGN | 03/17/21





City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7A</u>	Meeting Date:	<u>September 12, 2023</u>
Subject:	<u>Adoption of an Ordinance</u>	Prepared by:	<u>Noah D. Crocker</u>
	<u>Amending the 2023-2024</u>		<u>Finance Director</u>
	<u>Biennial Budget & Salary Table</u>	Atty Routing No.:	<u>366922-0007</u>
		Atty Review Date:	<u>September 7, 2023</u>

Summary: The City of Port Orchard Biennial Budget for 2023-2024 is written to capture revenue and expenses over the fiscal period. During the biennial period, changes to the budget in both revenue and expenditures need to be recognized by a Budget Amendment. Exhibit A of Ordinance No. 046-22, as amended by Ordinance No. 018-23, of the 2023-2024 Biennial Budget, identifies the personnel positions of the City as well as pay ranges.

By this Ordinance, the City Council would amend the 2023-2024 Biennial Budget as adopted by Ordinance No. 046-22, and amended by Ordinance No. 018-23, to include the following changes to Exhibit A thereto.

This Ordinance will provide the following adjustments to **Exhibit A:**

- 1) Amend Exhibit A to add 1 FTE for Plans Examiner/Building Inspector II bringing the total FTE count for this position to 2.

Recommendation: The Finance Director recommends adoption of an Ordinance amending the 2023-2024 Biennial Budget, including amending Exhibit A thereto.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt an Ordinance amending the 2023-2024 Biennial Budget, as adopted by Ordinance No. 046-22 and amended Ordinance No.018-23.

Fiscal Impact: \$150,000/per year of additional salary and benefits to be included in the mid-biennial amendments.

Alternatives: Do not authorize and provide alternative guidance

Attachments: Ordinance, Exhibit A to Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING THE 2023–2024 BIENNIAL BUDGET AS ADOPTED BY ORDINANCE NO. 046-22, AND AMENDED BY ORDINANCE NO. 018-23 TO RECOGNIZE EXPENDITURES AND REVENUES NOT ANTICIPATED AT THE TIME OF THE ADOPTION OF THE 2023–2024 BIENNIAL BUDGET, INCLUDING MODIFICATIONS TO THE SALARY AND POSITIONS TABLE; PROVIDING FOR TRANSMITTAL TO STATE; PROVIDING FOR PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orchard adopted its 2023 – 2024 Biennial Budget by Ordinance No. 046-22, which was then amended by Ordinance No. 018-23; and

WHEREAS, the City desires to keep current on budget amendments; and

WHEREAS, it is necessary to make adjustments to accounts and/or funds by means of appropriation adjustments that could not have been anticipated at the time of passage of the 2023 – 2024 Biennial Budget; and

WHEREAS, by this Ordinance, the City Council amends the 2023-2024 Biennial Budget to accommodate necessary adjustments as set forth herein; and

WHEREAS, the City desires to amend Exhibit A to add 1 FTE for Plans Examiner/Building Inspector II bringing the total FTE count for this position to 2; and

WHEREAS, the City Council has considered the proposed budget amendments and finds that amendments authorized by this Ordinance are consistent with applicable laws and financial policies, and further the public's health, safety and welfare; now, therefore,

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

SECTION 1. The 2023-2024 Biennial Budget and enabling Ordinance No.046-22, as amended by Ordinance No. 018-23, is hereby amended to reflect the changes to Exhibit A depicted on the attachment to this Ordinance, incorporated herein by this reference.

SECTION 2. Salary Schedule. The 2023 Salary Schedule for authorized positions is amended to read as set out on Attachment A hereto and adopted herein by this reference.

SECTION 3. Transmittal. The City Clerk shall transmit a complete, certified copy of the amended budget as adopted to the state auditor and to the Association of Washington Cities per RCW 35.34.130.

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

SECTION 5. 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 6. This Ordinance shall be in full force and effect five (5) days after posting and publication as required by law. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State Law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 12th day of September 2023.

Rob Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

Charlotte A. Archer, City Attorney

John Clauson, Councilmember

PUBLISHED:

EFFECTIVE DATE:

Personnel Position Listing			
Elected Officials	Positions		Wages
Mayor	1	Annual	119,145.59
Council	7	Monthly	1,000
Total Elected	8.00		
Personnel Positions	FTE	Minimum	Maximum
City Clerk	1	48.87	56.66
Police Chief	1	72.73	84.33
Community Development Director	1	67.79	78.61
Finance Director	1	67.79	78.61
Human Resources Director	1	50.77	58.88
Public Works Director	1	64.39	74.68
Total Mayoral Direct Reports	6.00		
Deputy City Clerk	1	32.95	38.19
Human Resources Specialist	1	31.40	36.41
Total Administration	2.00		
Deputy Finance Director	1	50.77	58.88
Accounting Assistant I	1	25.54	29.64
Accounting Assistant II	4	29.72	34.46
Accounting Assistant III	2	34.65	40.20
Accounting Assistant III / IT Specialist	1	35.90	41.62
Information Technology Manager	1	55.71	64.60
IT Support Specialist	1	35.68	41.37
Total Finance/IT	11.00		
Deputy Director Community Development	1	55.71	64.60
Permit Center Manager	1	38.15	44.24
Permit Tech	1	29.91	34.68
Permit Clerk	2	26.70	30.97
Permit Center Assistant	0.50	25.54	29.64
Senior Planner	2	43.31	50.22
Plans Examiner/Building Inspector II	2	40.88	47.41
Associate Planner	1	39.24	45.51
Assistant Planner	1	31.40	36.41
Building Inspector I	1	36.85	42.73
Code Enforcement Officer I	1	31.40	36.41
Code Enforcement Officer II	1	35.90	41.62
Parking Enforcement Officer (2 PT)	1	28.35	32.88
Total Community Development	15.50		
Municipal Court Judge	0.6	Annual	118,634.88
Municipal Court Administrator	1	50.77	58.88
Lead Clerk	1	30.64	36.62
Court Clerk	2	25.89	30.91
Total Judicial	4.60		
Deputy Police Chief	1	63.37	73.51
Police Services Coordinator	1	34.47	41.17
Records Evidence Specialist	3.7	25.77	30.76
Sergeant	5	51.65	57.19
Patrol Officer	18	34.65	47.58
Total Police Department	28.70		

Personnel Position Listing			
Personnel Positions	FTE	Minimum	Maximum
City Engineer	1	63.40	73.51
Assistant City Engineer	1	55.71	64.60
Operations Manager	1	48.87	56.66
Utility Manager	1	48.87	56.66
Utilities Compliance Specialist	1	35.90	41.62
Civil Engineer I	1	39.24	45.51
Civil Engineer II	1	46.65	54.10
Stormwater Program Manager	1	40.88	47.41
GIS Specialist/Development Review Assistant	1	40.88	47.41
Public Works Procurement Specialist	1	38.15	44.24
Project Coordinator/Inspector	1	39.24	45.51
Office Assistant II	1	26.70	30.97
Public Works Foreman	1	38.38	45.82
Mechanic	2	31.98	38.19
Electrician	1	33.92	40.51
Public Works Personnel	12	31.01	37.03
WA/SW/Storm Coordinators	3	33.33	39.79
Public Works Laborer	2	23.10	27.59
Total Public Works	33.00		
Seasonal Public Works	Hourly	16.22	21.63
Intern	Hourly	16.22	21.63
Temporary Employee	Hourly	16.22	21.63
Grand Totals	100.80		

Personnel Position Listing			
Elected Officials	Positions		Wages
Mayor	1	Annual	119,145.59
Council	7	Monthly	1,000
Total Elected	8.00		
Personnel Positions	FTE	Minimum	Maximum
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Police Chief	1	72.73	84.33
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Finance Director	1	67.79	78.61
Human Resources Director	1	50.77	58.88
Public Works Director	1	64.39	74.68
Total Mayoral Direct Reports	6.00		
Deputy City Clerk	1	32.95	38.19
Human Resources Specialist	1	31.40	36.41
Total Administration	2.00		
Deputy Finance Director	1	50.77	58.88
Accounting Assistant I	1	25.54	29.64
Accounting Assistant II	4	29.72	34.46
Accounting Assistant III	2	34.65	40.20
Accounting Assistant III / IT Specialist	1	35.90	41.62
Information Technology Manager	1	55.71	64.60
IT Support Specialist	1	35.68	41.37
Total Finance/IT	11.00		
Deputy Director Community Development	1	55.71	64.60
Permit Center Manager	1	38.15	44.24
Permit Tech	1	29.91	34.68
Permit Clerk	2	26.70	30.97
Permit Center Assistant	0.50	25.54	29.64
Senior Planner	2	43.31	50.22
Plans Examiner/Building Inspector II	4	40.88	47.41
Plans Examiner/Building Inspector II	2	40.88	47.41
Associate Planner	1	39.24	45.51
Assistant Planner	1	31.40	36.41
Building Inspector I	1	36.85	42.73
Code Enforcement Officer I	1	31.40	36.41
Code Enforcement Officer II	1	35.90	41.62
Parking Enforcement Officer (2 PT)	1	28.35	32.88
Total Community Development	14.50		
Total Community Development	15.50		
Municipal Court Judge	0.6	Annual	118,634.88
Municipal Court Administrator	1	50.77	58.88
Lead Clerk	1	30.64	36.62
Court Clerk	2	25.89	30.91
Total Judicial	4.60		
Deputy Police Chief	1	63.37	73.51
Police Services Coordinator	1	34.47	41.17
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Public Works Laborer	2	23.10	27.59
Total Public Works	33.00		
Seasonal Public Works	Hourly	16.22	21.63
Intern	Hourly	16.22	21.63
Temporary Employee	Hourly	16.22	21.63
Grand Totals	99.80		
Grand Totals	100.80		



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	Meeting Date:	September 12, 2023
Subject:	Adoption of a Resolution Approving Mayoral Appointments to the Lodging Tax Advisory Committee	Prepared by:	Brandy Wallace, MMC City Clerk
		Atty Routing No.:	N/A
		Atty Review Date:	N/A

Summary: Pursuant to Port Orchard Municipal Code 2.22 and State law, the City Council shall review the membership of the Lodging Tax Advisory Committee (LTAC) annually and make appropriate changes by recommendation of the Mayor. The Mayor is recommending a representative from the following organizations/businesses to serve on the LTAC, upon Council's acceptance:

A business required to collect the tax:

- Mrs. Howes Bed and Breakfast.

An organization involved in activities:

- Port Orchard Bay Street Association.

On January 25, 2022, Council adopted Resolution 016-22, appointing Councilmember Cucciardi as the Chair of the committee.

Relationship to Comprehensive Plan: N/A.

Recommendation: Staff recommends confirming the Mayor's recommended appointments of members, and the Chair, as presented.

Motion for consideration: I move to adopt a resolution confirming the Mayor's appointment of a representative from Mrs. Howes Bed and Breakfast, as businesses required to collect the tax and Port Orchard Bay Street Association as an organization involved in activities, to serve on the Lodging Tax Advisory Committee; and to re-confirm the appointment of Councilmember Cucciardi as Chair of the committee.

Fiscal Impact: None.

Alternatives: Deny the Mayor's recommendation and provide further direction.

Attachments: Resolution and committee history.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON CONFIRMING
MAYORAL APPOINTMENTS AND CHAIR TO THE LODGING TAX ADVISORY
COMMITTEE.**

WHEREAS, the Mayor is authorized by RCW 67.28.1817 to review the membership of the Lodging Tax Advisory Committee annually and to make changes as appropriate; and

WHEREAS, the Mayor has reviewed the committee membership and recommends representative from Mrs. Howes Bed and Breakfast as businesses required to collect the tax; and Port Orchard Bay Street Association as an organization involved in activities, and

WHEREAS, pursuant to Resolution No. 016-22, the City Council confirmed Councilmember Cucciardi to be the chair of the Lodging Tax Committee; now therefore,

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

THAT: The City Council of the City of Port Orchard confirms the Mayor's recommendations for representative from Mrs. Howes Bed and Breakfast as businesses required to collect the tax, and Port Orchard Bay Street Association as an organization involved in activities, to serve on the Lodging Tax Advisory Committee.

THAT: Councilmember Cucciardi is confirmed as the Chair of the committee.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 12th day of September 2023.

Robert Putaansuu, Mayor

ATTEST:

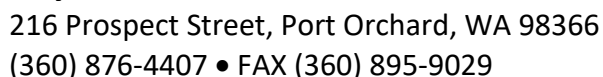
Brandy Wallace, MMC, City Clerk

City of Port Orchard
Lodging Tax Advisory Committee Board Members

Group	2023-2024	2022-2023	2021-2022	2020-2021	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015
Chair	Cucciardi	Cucciardi	Rosapepe	Rosapepe	Rosapepe	Rosapepe	Chang	Chang	Chang	Chang
Visit Kitsap			Beth Javens							
Port Orchard Chamber		Matt Murphy			Matt Murphy		Matt Murphy		Matt Murphy	Desiree Steffens
Fathoms O'Fun				Sharron King				Jessie Turner	Jessie Turner	Jessie Turner
Sidney Art Museum								Chris Stansbury		
Bay St Assn/POBSA	Sam Smith			Coreen Haydock				Bobbie Stewart	Bobbi Stewart	Bobbi Stewart
Saints Car Club		Keith Woyshnis			Keith Woyshnis	Keith Woyshnis				Frank Graziani
Kitsap Mustang Club										
Port of Bremerton			Kathy Garcia			Kathy Garcia				
Holiday Inn/Comfort Inn					Chan Park			Chan Park	Chan Park	Chan Park
Days Inn		Marissa Siens	Marissa Siens	Marissa Siens	Jack Edwards	Jack Edwards				Stephen Saffell
Vista Motel										
Mrs. Howe's B&B	Lorraine Olse	Lorraine Olsen	Lorraine Olsen	Lorraine Olsen		Lorraine Olsen	Lorrain Olsen	Lorraine Olsen	Lorraine Olsen	Lorraine Olsen

2013-2014	2012-2013	2011-2012	2010-2011	2009-2010	2008-2009	2007-2008	2006-2007	2005-2006	2004-2005	2003-2004
Chang	Chang	Chang	Chang	Chang	Chang	Wyatt	Wyatt	DiIenno	DiIenno	DiIenno
	Kim Punt	Diane Robinson				Grant Griffin		Grant Griffin	Grant Griffin	Grant Griffin
Christine Daniels	Desiree Steffens				Sharon Pierce or Coreen Haydock	Sharon Pierce or Coreen Haydock	DeDe Teeters	DeDe Teeters	Ruth Doveland	Melode' Sapp
			Jesse Turner	Jesse Turner				Al Mahaney		Bob Morehouse
Christine Stansbery	Mary Peterson						Pam Heinrich		Mary Peterson	
	Don Ryan	Kathleen Wilson	John Ready	John Ready	Amanda Rudd	Amanda Rudd or Mallory Jackson	Amanda Rudd			
Frank Graziani					Terry Bontrager					
			Brian Sauer	Brian Sauer						
Chan Park	Chan Park	Chan Park	Chan Park	Chan Park	Chan Park	Chan Park	Maria Burns	Sharon Pierce	Sharon Pierce	Sharon Pierce
			Stephen Saffell	Stephen Saffell	Stephen Saffell	Stephen Saffell	Andrea Huges	Bryan Powell	John Miller	Brian Powell
		Dick Berg			Connie McGregory	Connie McGregory	Unknown	Seung Suh	Seung Suh	Seung Suh
Lorraine Olsen	Lorraine Olsen									

2002-2003	2001-2002	2000-2001
Wyatt	Wyatt	Wyatt
Grant Griffin	Grant Griffin	Grant Griffin
Melode' Sapp	Melode' Sapp	Melode' Sapp
X		
	Phil McCormick	
Sharon Pierce	Sharon Pierce	Sharon Pierce
Ken Parks		
Jasdip Sohal	Jasdip Sohal	Jasdip Sohal



Meeting Date:	September 12, 2023
Prepared by:	Debbie Lund
	HR Director
Atty Routing No.:	N/A
Atty Review Date:	N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, CONFIRMING THE APPOINTMENT OF A PUBLIC WORKS DIRECTOR.

WHEREAS, the City has established the position of Public Works Director, whose duties include the overall leadership and management of the Public Works Department; and

WHEREAS, Port Orchard Municipal Code Chapter 2.08 empowers the City Council to confirm mayoral appointments to the position of Public Works Director before the appointments can take effect; and

WHEREAS, the employee previously appointed and confirmed to the position of Public Works Director has separated from employment with the City; and

WHEREAS, the Mayor has appointed Denis Ryan as the City's new Public Works Director, subject to City Council confirmation; 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: This Resolution supersedes all other Resolutions appointing individuals to the position of Public Works Director.

THAT: The City Council confirms the Mayor's appointment of Denis Ryan to the position of Public Works Director. Effective, September 25, 2023, Denis Ryan is hereby appointed as the City's Public Works Director, pursuant to POMC 2.08.040 and is designated to perform all duties as specified in the Port Orchard Municipal Code and any subsequent amending ordinances and/or regulations thereto.

THAT: The Resolution shall take full force and effect upon passage and signatures hereon unless a specific date is provided elsewhere in this resolution.

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 12th day of September 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

DENIS F. RYAN, CPWP-M, CPRP



OBJECTIVE

To create and inspire productive multi-member teams that will successfully deliver exceptional services that will exceed the needs and meet the challenges of the organization and community.

EXPERIENCE

DECEMBER 2021 – PRESENT

DIRECTOR OF PARK SERVICES, PENINSULA METROPOLITAN PARK DISTRICT

As the Director of Park Services, responsible for all phases of infrastructure maintenance and construction projects while maintaining environmental compliance for a public agency. Experience includes managing multiple departments for the District including, stewardship, Volunteer Coordination, District Safety Program, Operational Maintenance, Six Year Capital Improvement Plan (CIP), Recreation Scholarship Plan, Parks & Open Space, Property Acquisition, Equipment Rental, Project Development and Management, Developing and adhering to an operating budget and understanding of public bidding requirements as defined by Washington State Administrative Code. Successful planner backed by strong credentials and a proven history. Understanding and experience with contracts, procurement, and negotiation of these agreements. Strong working understanding of labor management practices including joint labor management coordination and negotiations.

SEPTEMBER 2010 – NOVEMBER 2021

PUBLIC WORKS OPERATIONS SUPERVISOR, CITY OF CAMAS

As a Public Works Operations Supervisor with a proven record of success in overseeing all phases of infrastructure maintenance and construction projects while maintaining environmental compliance for a government agency. Experience includes managing multiple departments in Public Works including Safety Program, Roadway Maintenance, Street Lights, Pavement Management, Stormwater, Facility Operations, Cemetery, Parks & Open Space, Equipment Rental, local athletic league coordination, volunteer coordination and administrative staff. Developing and adhering to an operating budget and understanding of both city and county government infrastructure. Successful planner backed by strong credentials and a proven history. Understanding and experience with contracts, procurement, and negotiation of these agreements. Strong working understanding of labor management practices including joint labor management coordination and negotiations.

APRIL 1997 – AUGUST 2010

PUBLIC WORKS OPERATIONS SUPERINTENDENT, CLARK COUNTY

Oversaw all facets of maintenance and construction of county roads, drainage systems, and various county properties. Keys tasks included plan review, budget development and the implementation of budget. Regularly supervised three geographic maintenance crews with

various skill sets which perform all maintenance of county right-of-way, including winter and other emergency response. While in this position I was a part of the team that successfully documented and applied for emergency assistance funding for damage done to infrastructure during inclement weather events.

EDUCATION

B.S. BUSINESS MANAGEMENT: Western Governors University Washington

SKILLS HIGHLIGHTS

- Project Management
- Supervision and Management
- Successful Grant Writing
- Site Safety/OSHA Compliance
- Field Design
- Emergency Management
- Emergency Repair Cost Recovery
- Special Event Planning and Coordination
- Volunteer Coordination
- Athletic League Coordination/Liaison
- Contract and Specification Writing
- Bidding/Estimation/Proposals
- Environmental Remediation
- Facilities Management
- Labor Bargaining
- Maintenance/Asset Management
- Budget Management

CERTIFICATIONS & LICENSES

- Certified Parks and Recreation Professional (CPRP), National Recreation and Parks Association
- Certified Public Works Professional- Management (CPWP-M), APWA
- Public Works Manager (PWM), Donald C. Stone for Leadership and Excellence
- American Public Works Institute (90 Hour)
- Project Management (CompTIA)
- ADA Transition Plan & Self Evaluation For Public Right of Way (Federal Highway Commission)
- Drug Alcohol Consortium Supervisor Training (Association of Washington Cities)
- Workplace Violence Prevention-Supervisors (Washington Counties Risk Pool)
- Cultural Diversity (Clark County)
- Supervisory & Management (Washington Counties Risk Pool)
- Supervisory Communications (Clark College-Washington State University)
- Certified Playground Safety Inspector Training (National Recreation & Park Association)
- Certified Erosion and Sediment Control Lead (Univ. of WA Professional Development)
- Emergency Management (Washington Emergency Management Department)
- Certified Traffic Control Supervisor (ATSSA)
- Dig Safe (NUCA)
- Flood Fight Operations (Washington Emergency Management Division)
- Class A Commercial Driver's License (Washington DOL)

PROFESSIONAL MEMBERSHIPS

- National Recreation and Parks Association (NRPA)
- American Public Works Association (APWA)
- Past Chair of Government Equipment & Maintenance (GEM)

VOLUNTEER AND COMMUNITY WORK

- Boy Scouts of America – Assistant Scout Master Troop 565 Camas
- Camas Little League – Coach
- Camas Community Education –Wrestling Coach
- Washington Interscholastic Athletic Association (WIAA)- Wrestling Official



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of August 8, 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 City Clerk as follows:

Mayor Pro-Tem Trenary	Present
Councilmember Chang	Present
Councilmember Clauson	Present
Councilmember Cucciardi	Absent
Councilmember Diener	Absent
Councilmember Lucarelli	Present via Zoom
Councilmember Rosapepe	Present
Mayor Putaansuu	Present

Staff present: Interim Public Works Director J. Brown, HR Director Lund, Community Development Director Bond, City Attorney Archer, HR Director Lund, Police Chief M. Brown, City Clerk Wallace, and Deputy City Clerk Floyd.

Staff present via Zoom: Finance Director Crocker

The meeting streamed live on YouTube.

A. PLEDGE OF ALLEGIANCE (Time Stamp 00:31)

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

2. APPROVAL OF AGENDA (Time Stamp: 00:56)

MOTION: By Councilmember Clauson, seconded by Councilmember Rosapepe, to add the excusal of Councilmember Cucciardi for personal reasons, and to add a Business Item for to adopt a resolution appointing Phil Olbrechts of Olbrechts & Associated, PLLC, as Hearing Examiner.

The motion carried.

MOTION: By Councilmember Rosapepe, seconded by Councilmember Trenary, to approve the agenda as modified.

The motion carried.

3. CITIZENS COMMENTS (Time Stamp: 02:56)

There were no citizen comments.

4. CONSENT AGENDA (Time Stamp: 03:30)

- A.** Approval of Voucher Nos. 86398 through 86437 and 86446 through 86452 including bank drafts in the amount of \$1,267,170.14 and EFT's in the amount of \$314,721.05 totaling \$1,581,891.19.
- B.** Approval of Payroll Check Nos. 86438 through 86445 including bank drafts and EFT's in the amount of \$250,729.74 and Direct Deposits in the amount of \$236,719.66 totaling \$487,449.40.
- C.** Adoption of an Ordinance Amending the Boundary of the McCormick Woods Golf Cart Zone Map Referenced in POMC 10.50.020 (**Ordinance No. 021-23**)
- D.** Approval of a Contract with AHBL, Inc. for On Call Planning and Development Review Services (**Contract No. 067-23**)
- E.** Approval of Amendment No. 2 to Contract No. 094-21 with West Coast Code Consultants (WC-3) for Building/Fire Code Plan Review and Inspection Services
- F.** Approval of a Lease Agreement with the Special Olympics Washington, South Kitsap Flag Football Program for Use of a Portion of Van Zee Park (**Contract No. 068-23**)
- G.** Approval of the July 25, 2023, City Council Meeting Minutes
- H.** Excusal of Councilmember Diener Due to a Personal Obligation
- I.** Excusal of Councilmember Cucciardi Due to Personal Reasons

MOTION: By Councilmember Clauson, seconded by Councilmember Trenary, to approve the Consent Agenda as modified.

The motion carried.

5. PRESENTATION

A. Bethel Corridor (Time Stamp 03:51)

Patrick Holm with SCJ Alliance provided a presentation on the Bethel Phase 1 Project which included the phasing strategy, corridor study, work to date for Phase 1, Blueberry 3-leg single-lane roundabout option, Salmonberry 4-leg multi-lane roundabout option, Salmonberry 4-leg single-lane roundabout option, Salmonberry 3-leg single-lane roundabout option, and conclusion.

6. PUBLIC HEARING

There were no public hearings.

7. BUSINESS ITEMS

- A. Adoption of a Resolution Approving a Contract with Stellar J Corporation for the Marina Pump Station Improvements Project (Time Stamp 33:28)**

MOTION: By Councilmember Clauson, seconded by Councilmember Trenary, to adopt a resolution authorizing the Mayor to execute a contract in a form acceptable to the City Attorney with Stellar J Corporation for the Marina Pump Station Improvements Project in the amount of \$14,887,944.28 (applicable tax included).

The motion carried.

(Resolution No. 081-23 and Contract No. 059-23)

B. Adoption of a Resolution Approving a Multifamily Housing Limited Property Tax Exemption with Tom & Laurie, LLC (Time Stamp: 40:07)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Lucarelli, to adopt a resolution authorizing the Mayor to accept and sign a Multifamily Housing Limited Property Tax Exemption Agreement between the City and Tom & Laurie, LLC, as presented.

Councilmember Chang voiced his concerns with the City's tax exemption program.

The motion moved. Councilmember Chang voted no.

(Resolution No. 082-23 and Resolution No. 070-23)

C. Adoption of a Resolution Approving a Contract with JMG Constructors, Inc. for the McCormick Woods Well No. 11 Site Improvement Project (Time Stamp 50:35)

MOTION: By Councilmember Lucarelli, seconded by Councilmember Clauson, to adopt a resolution authorizing the Mayor to execute a contract in a form acceptable to the City Attorney with JMG Constructors, LLC for the McCormick Woods-Well No. 11 Site Improvement Project in the amount of \$5,996,532.46 (applicable tax included).

The motion carried.

(Resolution No. 083-23 and Contract No. 063-23)

D. Approval of Change Order No. 1 to Contract No. 040-23 with Miles Resources, LLC for the 2023 Citywide Asphalt Repair Project (Time Stamp 55:37)

MOTION: By Councilmember Clauson, seconded by Councilmember Trenary, to authorize the Mayor to execute Change Order No. 1 to Contract No. C040-23 with Miles Resources, LLC for the 2023 City Wide Asphalt Repair project and to add an amount of \$93,135.22 for a new contract total of \$960,764.82 (applicable taxes included) for the City Wide Asphalt Repair project.

The motion carried.

E. Adoption of a Resolution Approving the Purchase of a Tire Changer and Tire Balancer for the Equipment Rental Revolving Fund 500 (Time Stamp 1:01:56)

MOTION: By Councilmember Chang, seconded by Councilmember Clauson, to adopt a resolution authorizing the purchase of a maintenance equipment in accordance with the City's Equipment Rental Revolving Fund 500 (ER&R) policies and the 2023-2024 Biennial Budget.

The motion carried.
(Resolution No. 084-23)

F. Approval of the July 11, 2023, City Council Meeting Minutes (Time Stamp 1:05:56)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Trenary, to approve the minutes as presented.

The motion carried.

New: Adoption of a Resolution Appointing Phil Olbrechts of Olbrechts & Associates, PLLC, as a Hearing Examiner (Time Stamp: 1:06:31)

MOTION: By Councilmember Trenary, seconded by Councilmember Chang, to adopt a resolution confirming the appointment of Phil Olbrechts of Olbrechts & Associates, PLLC, as a Hearing Examiner for the City, and authorize the Mayor to sign an agreement for these services.

The motion carried.
(Resolution No. 085-23 and Contract No. 072-23)

8. DISCUSSION ITEMS (No Action to be Taken)

There were no discussion items.

9. REPORTS OF COUNCIL COMMITTEES (Time Stamp: 1:09:36)

Mayor Putaansuu reported the City received the construction schedule for the City Hall project and we will not be able to have the large Christmas tree in front of City Hall. Also, the Lodging Tax Advisory Committee is scheduled to meet in September.

Councilmember Lucarelli reported the Sewer Advisory Committee is scheduled to meet in October.

10. REPORT OF MAYOR (Time Stamp 1:11:38)

The Mayor reported on the following:

- Permanent supportive housing.
- McCormick Village Park splash pad.
- In accordance with Ordinance 008-20 Delegating Authority to the Mayor for Creating and Modification of Job Descriptions, he reported on his approval of the revised job descriptions for Public Works Personnel, Assistant Planner, and the Permit Center Assistant.

- City Hall renovations.
- Crawford Road enforcement action.
- Demolition of Cheers/Lighthouse site.
- Old records and subservice oaths.
- Read a portion of minutes from 50 years ago.

11. REPORT OF DEPARTMENT HEADS (Time Stamp 1:20:12)

Interim Public Works Director J. Brown reported on a preconstruction loan/grant for Bay Street Lift Station, the Sewer Advisory Committee is scheduled to meet October 4th, and provided updates on the totem pole.

Community Development Director Bond reported on a pre-application meeting regarding a medical facility and office buildings near Sedgwick Road-Bravo Terrace which would include a roundabout.

Police Chief Brown reported the annual police report will be available soon.

City Clerk Wallace reported on an electronic lodging tax application process and a new online agenda management system.

12. CITIZEN COMMENTS (Time Stamp 1:25:26)

Claudette D. provided the City with a list of citizen signatures who would like to have the redwood tree remain uncut in the neighborhood of Mitchell Avenue, and spoke to why they believe the tree should not be cut down.

Finance Director Crocker reported the City has begun their audit with the State Auditor's Office and the Entrance Conference will be soon.

13. GOOD OF THE ORDER (Time Stamp 1:30:22)

Councilmember Rosapepe spoke about nonpolitical signs in rights-of-way.

14. EXECUTIVE SESSION

At 8:04 Mayor Putaansuu recessed the meeting for a 10-minute executive session pursuant to RCW 42.30.110(1)(i) to discuss the legal risk of a proposed action when public discussion could have adverse or legal financial consequences. City Attorney Archer and Community Development Director Bond were invited to attend, and Mayor Putaansuu announced no action will follow.

At 8:14 p.m., Mayor Putaansuu extended the executive session for an additional 7 minutes.

At 8:21 p.m., Mayor Putaansuu reconvened the meeting back into session.

15. ADJOURNMENT

The meeting adjourned at 8:21 p.m. No other action was taken. Audio/Visual was successful.

Brandy Wallace, MMC, City Clerk

Robert Putaansuu, Mayor