



City of Port Orchard Council Meeting Agenda

October 24, 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

Denis Ryan
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/89997147837>

Zoom Webinar ID: 899 9714 7837

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. Acceptance of a Grant from Kitsap Bank for the Chimes and Lights Event (Wallace) Page 4

D. Adoption of a Resolution Approving an Interlocal Agreement with the Washington State Department of Commerce for the GMA Periodic Update Grant (Bond) Page 6

5. PRESENTATION

A. Kitsap Bank -Chimes and Lights Donation (Lucarelli)

- B. Bay Street Path East Situational Study (Ryan)
- C. [2024 Revenue Sources](#) (Crocker) **Page 24**

6. PUBLIC HEARING

- A. [Johnsonlink Development Agreement \(Bond\)](#) **Page 38**
- B. [Property Tax Levy and Revenue Sources for 2024, Current Expense Budget 2023-2024 and Satisfying the Requirements of RCW 84.55.120](#) (Crocker) **Page 40**
- C. [Ordinance for the 2023-2024 Budget Mid-Biennial Review and Modification](#) (Crocker) **Page 41**

7. BUSINESS ITEMS

- A. [Adoption of an Ordinance Approving a Development Agreement with JL Group, LLC \(Bond\)](#) **Page 46**
- B. [Adoption of an Ordinance Setting the Amount of Property Tax to be Levied for Year 2024 Pursuant to RCW 84.55.120](#) (Crocker) **Page 143**
- C. [Adoption of an Ordinance for Mid-Biennial Review and Modifications Amending the 2023-2024 Biennial Budget](#) (Crocker) **Page 147**
- D. [Adoption of an Ordinance Amending POMC Sections 10.12.460, 10.12.490, and 10.12.500 Regarding Parking Regulations](#) (Archer) **Page 170**
- E. [Adoption of a Resolution and Accepting the Responsible Bidder and Approving a Contract with Kitsap Sun for the City's Official Newspaper](#) (Wallace) **Page 217**
- F. [Approval of an Interlocal Agreement with the Department of Emergency Management Regarding Emergency Services](#) (Mayor) **Page 225**
- G. [Approval of Amendment No. 8 to Contract No. 054-18 with RH2 Engineering, Inc. for the Marina Pump Station Rebuild Project](#) (Ryan) **Page 247**
- H. [Approval of the September 26, 2023, City Council Meeting Minutes](#) **Page 260**
- I. [Approval of the October 10, 2023, City Council Meeting Minutes](#) **Page 266**

8. DISCUSSION ITEMS (No Action to be Taken)

9. REPORTS OF COUNCIL COMMITTEES

10. REPORT OF MAYOR

11. REPORT OF DEPARTMENT HEADS

12. CITIZEN COMMENTS

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

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

14. CITY COUNCIL GOOD OF THE ORDER

15. ADJOURNMENT

COMMITTEE MEETINGS

Date & Time

Location

Economic Development and Tourism	November 20, 2023; 9:30am	Remote Access
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Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.

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

Utilities	November 14, 2023; 5:00pm	Remote Access
Finance	TBD, 2023; 3:00pm	Remote Access
Transportation	October 24, 2023; 4:30pm	Remote Access
Festival of Chimes & Lights	November 6, 2023; 3:30pm	Remote Access
Land Use	November 15, 2023; 4:30pm	Remote Access
Lodging Tax Advisory	October 27, 2023; 10:00am	City Hall with Remote Access
Sewer Advisory	TBD, 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.



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Consent Agenda 4C</u>	Meeting Date:	<u>October 24, 2023</u>
Subject:	<u>Acceptance of a Grant from Kitsap Bank</u>	Prepared by:	<u>Brandy Wallace, MMC</u>
	<u>for the Chimes and Lights Event</u>		<u>City Clerk</u>
	<u></u>	Atty Routing No.:	<u>N/A</u>
	<u></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 letter.



October 10, 2023

Brandy Wallace
City of Port Orchard
216 Prospect St.
Port Orchard, WA 98366

Dear Ms. Wallace:

We are pleased to forward a \$1,000 donation to City of Port Orchard for the Festival of Chimes & Lights. Kitsap Bank is pleased to provide much-needed funding to our local non-profit organizations, who are the heart and soul of our communities; and we share your strong commitment to community.

In exchange for accepting these funds, we request that you provide a minimum of three photographs, along with shared stories of the sponsored event, which we may feature on our Kitsap Bank website, in advertisements, or in print materials. The enclosed release form will need to be signed by all persons appearing in your selected photos, and returned with 300 dpi .jpg photo files to marketing@kitsapbank.com.

Kitsap Bank thanks you for your commitment to making a difference in your community, and we wish you every success in your tireless efforts.

Sincerely,

A handwritten signature in black ink that reads "Janet Silcott". The signature is written in a cursive, flowing style.

Janet Silcott
Vice President/Marketing Director



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 Approving an
Interlocal Agreement with the Washington
State Department of Commerce for the
GMA Periodic Update Grant

Meeting Date: October 24, 2023
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: The City is required to prepare a periodic update to the City’s Comprehensive Plan and Critical Areas Code by December 31, 2024. On September 30, 2022, the City of Port Orchard applied for and successfully received a State-funded grant of \$125,000 from the Washington State Department of Commerce under the authority granted by Chapter 39.34 RCW for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). The awarded grant amount of \$125,000 is specifically for the required Comprehensive Plan Periodic Update and does not require a local match. The total project cost estimate submitted by the Department of Community Development as part of the GMA Periodic Update Grant application process was \$389,023, including city staff time.

The total grant funding of \$125,00 is disbursed equally between the State of Washington’s FY 2023 and FY 2024. In December 2022, the City accepted the FY 2023 Periodic Update Grant (\$62,500) and completed a portion of the overall Comprehensive Plan Periodic Update work. The completed work consisted primarily of public outreach and gap analysis of existing regulations through June 2023.

This Agreement is specific to FY 2024 for work related to draft Comprehensive Plan Elements to be delivered by June 15, 2024. Work can be retroactively billed to the Year 2 Grant from July 1, 2023 through June 2024.

Relationship to Comprehensive Plan: Implements the 2024 Comprehensive Plan Periodic Update

Recommendation: Staff recommends that the City Council authorize the execution of Washington State Department of Commerce Interagency Agreement with the City of Port Orchard through Growth Management Services for the GMA Periodic Update Grant to review and revise the Comprehensive Plan and development regulations under RCW 36.70A.130(5).

Motion for consideration: “I move to adopt a resolution, authorizing the Mayor to execute the Washington State Department of Commerce Interagency Agreement with the City of Port Orchard through Growth Management Services for the GMA Periodic Update Grant in the amount of \$62,500.”

Fiscal Impact: The grant program provides \$125,000 in no-match funding to the City of Port Orchard.

Alternatives: Refuse Grant.

Attachments: Resolution, Washington State Department of Commerce Interagency Agreement.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE AN INTERAGENCY AGREEMENT WITH DEPARTMENT
OF COMMERCE RELATED TO THE GMA PERIODIC UPDATE GRANT – FY 2024.**

WHEREAS; the City of Port Orchard is required to prepare a periodic update to the City's Comprehensive Plan and Critical Areas Code by December 31, 2024; and

WHEREAS; on September 30, 2022, the City of Port Orchard applied for and successfully received a State-funded grant of \$125,000 from the Washington State Department of Commerce under the authority granted by Chapter 39.34 RCW for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5); and

WHEREAS; the awarded grant amount of \$125,000 is specifically for the required Comprehensive Plan Periodic Update does not require a local match; and

WHEREAS; the total grant funding of \$125,00 is disbursed equally between the State of Washington's Fiscal Year 2023 and Fiscal Year 2024; and

WHEREAS, on December 13, 2022, the City of Port Orchard accepted \$62,500 of the awarded grant for Fiscal Year 2023; and

WHEREAS, \$62,500 of the awarded grant is available for Fiscal Year 2024; and

WHEREAS, the Washington State Department of Commerce requires the City to execute an Interagency Agreement with the Department prior to receiving the funds; now, therefore,

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

THAT: The City Council authorizes the Mayor to execute an Interagency Agreement with the Department of Commerce related to the GMA Periodic Update Grant – FY 2024 State program, attached hereto as Exhibit A and incorporated herein by this reference.

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 24th day of October 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



Interagency Agreement with

City of Port Orchard

through

Growth Management Services

**Contract Number:
24-63335-242**

For

GMA Periodic Update Grant – FY2024

Dated: Date of Execution



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Face Sheet

Contract Number: 24-63335-242

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of Port Orchard 216 Prospect Street Port Orchard, WA 98366		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Nick Bond, AICP Community Development Director (360) 874-5533 nbond@cityofportorchard.us		4. COMMERCE Representative Carol Holman Senior Planner 360-725-2706 carol.holman@commerce.wa.gov <div style="float: right; text-align: right;"> PO Box 42525 1011 Plum St. SE Olympia, WA 98504 </div>	
5. Contract Amount \$62,500	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2024			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0025665-00	
12. UBI # 182-000-005		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of Port Orchard with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
Signature Block on next page			



FOR CONTRACTOR

DocuSigned by:

Robert Putaansuu

49DD710710FF4B2...

Robert Putaansuu, Mayor
City of Port Orchard

10/20/2023 | 9:10 AM PDT

Date

DocuSigned by:

Charlotte Archer

F1B020A8F179422...

Charlotte Archer, City Attorney

10/20/2023 | 8:25 AM PDT

Date

Brandy Wallace, City Clerk

Date

FOR COMMERCE

Mark K. Barkley, Assistant Director
Local Government Division

Date

**APPROVED AS TO FORM ONLY
BY ASSISTANT ATTORNEY GENERAL
APPROVAL ON FILE**



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **sixty-two thousand, five hundred dollars (\$62,500)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-242. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs



The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget (Attachment B) that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B) that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.



15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

Tasks / Actions / Deliverables	Description	End Date
Task 3	Draft Subarea Plan Development	July 2023 – June 2024
Action	Prepare complete Draft Bethel North and South Subarea Plans. <ul style="list-style-type: none"> Subarea Plans will be based on PSRC Countywide Center size limits. 	July 2023 - September 2023
Action	Existing Conditions Analysis <ul style="list-style-type: none"> Review existing plans, studies, regulations, and vision documents that affect or may influence the study area. Create base maps to graphically depict existing conditions and identify Subarea Plan boundaries. 	July 2023 - September 2023
Action	Demographic/Market Analysis <ul style="list-style-type: none"> Review the Comprehensive Plan and Census data to confirm the current portrait/confirmation of the population forecasts and household characteristics. Review past studies and update market conditions within the broader Kitsap County market to understand the real estate market fundamentals focusing on industrial, commercial, and residential uses. 	July 2023 - September 2023
Action	Design Analysis <ul style="list-style-type: none"> Create land use/urban design alternatives illustrating various development scenarios. 	September 2023 - December 2023
Action	Land Use/Urban Design Plan <ul style="list-style-type: none"> Create a locally preferred Land Use/Urban Design Plan. 	January 2024 - March 2024
Action	Technical Analysis <ul style="list-style-type: none"> Technical review of the proposed Land Use/Urban Design Plan. 	January 2024 - March 2024
Action	Prepare First Complete Drafts of the Subarea Plans	March 2024 - April 2024



	<ul style="list-style-type: none"> Create project documents to serve as the policy and strategy plan for the area. 	
Action	Final Draft of the Subarea Plans <ul style="list-style-type: none"> Ensure the Draft plans to be updated in accordance with feedback received during the Draft Plan process. 	April 2024 - June 2024
Action	Public Workshop with Subarea Plans <ul style="list-style-type: none"> Present the revised final draft subarea plans to the public. 	December 2023
Deliverable	Land Use/Urban Design Concepts for the Bethel North Subarea Plan.	December 2023
Deliverable	Land Use/Urban Design Concepts for the Bethel South Subarea Plan.	December 2023
Deliverable	First draft of the Bethel North and Bethel South Subarea Plans.	March 2024
Deliverable	Final draft of the Bethel North and Bethel South Subarea Plans.	June 15, 2024
Deliverable	Materials prepared for the workshop – PowerPoint presentation and the Plan.	June 15, 2024
Task 4	Draft Comprehensive Plan Update	July 2023 – June 2024
Action	Prepare First Complete Draft of the Document <ul style="list-style-type: none"> Determine intent to organize, streamline, and trim the document. 	July 2023 - January 2024
Action	Update any goals, policies, and strategies that need to be strengthened, re-written or re-tooled for GMA compliance in all elements.	July 2023 - January 2024
Action	Update tables, maps and graphics.	July 2023 - January 2024
Action	Update the required Plan Elements: <ul style="list-style-type: none"> Introduction Land Use Housing – (to be tracked separately) Parks Natural Systems Climate Economic Development Utilities Transportation Capital Facilities 	July 2023 - January 2024
Deliverable(s)	Draft Land Use section. Draft Housing section.	January 2024



	Draft Parks section. Draft Natural Systems Draft Climate section Draft Economic Development section. Draft Utilities section. Draft Transportation section Draft Capital Facilities section Draft Appendices	
Action	Prepare Revised Draft of Comprehensive Plan	February 2024-June 2024
Deliverable	Final draft of the Comprehensive Plan	June, 15 2024
Action	Public Workshop for Comprehensive Plan Update <ul style="list-style-type: none"> Revised final draft plan presented to the public. 	February 2024 – March 2024
Deliverable	Materials prepared for the workshop – PowerPoint presentation and the Plan.	March 2024
Task 5	Development Regulations and Critical Areas Code Update	January 2024 – June 2024
Action	Development Regulations Update <ul style="list-style-type: none"> Compare the updated comprehensive plan's policies with the City's adopted development regulations through a gap analysis matrix, identifying implementing code amendments, and map amendments. 	January 2024 – June 2024
Deliverable	Draft Development Regulation Gap Analysis.	June 15, 2024
Action	Critical Areas Code Update <ul style="list-style-type: none"> Review the Port Orchard's critical areas regulations for compliance with GMA using best available science (BAS) related to critical areas identifying data gaps through a BAS analysis for critical areas regulations update. 	January 2024 – June 2024
Deliverable	Draft Critical Areas Code updates.	June 15, 2024



Attachment B: Budget

Year 2 Task/Deliverable	Year 2 Amount
Task 3 - Draft Subarea Plan Development. Deliverables: <ul style="list-style-type: none"> • Land Use/Urban Design Concepts for the Bethel North Subarea Plan. • Land Use/Urban Design Concepts for the Bethel South Subarea Plan. • First Draft of the Bethel North and Bethel South Subarea Plans. • Revised final draft of the Bethel North and Bethel South Subarea Plans. • Materials prepared for the workshop – PowerPoint presentation and the Plan. 	\$23,750
Task 4 - Draft Comprehensive Plan Update. Deliverables: <ul style="list-style-type: none"> • Draft Land Use section • Draft Housing section (\$2,000, to be tracked separately) • Draft Parks section • Draft Natural Systems • Draft Climate section • Draft Economic Development section • Draft Utilities section • Draft Transportation section • Draft Capital Facilities section • Draft Appendices • Revised final draft of the Comprehensive Plan. • Materials prepared for the workshop – PowerPoint presentation and the Plan. 	\$23,750
Task 5 - Development Regulations and Critical Areas Code Update. Deliverables: <ul style="list-style-type: none"> • Draft Development Regulation Gap Analysis • Draft Critical Areas Code updates 	\$15,000
Total Grant (SFY 2024 only)	\$62,500

City of Port Orchard

2024 Revenue Sources Presentation Public Hearing

October 24, 2023

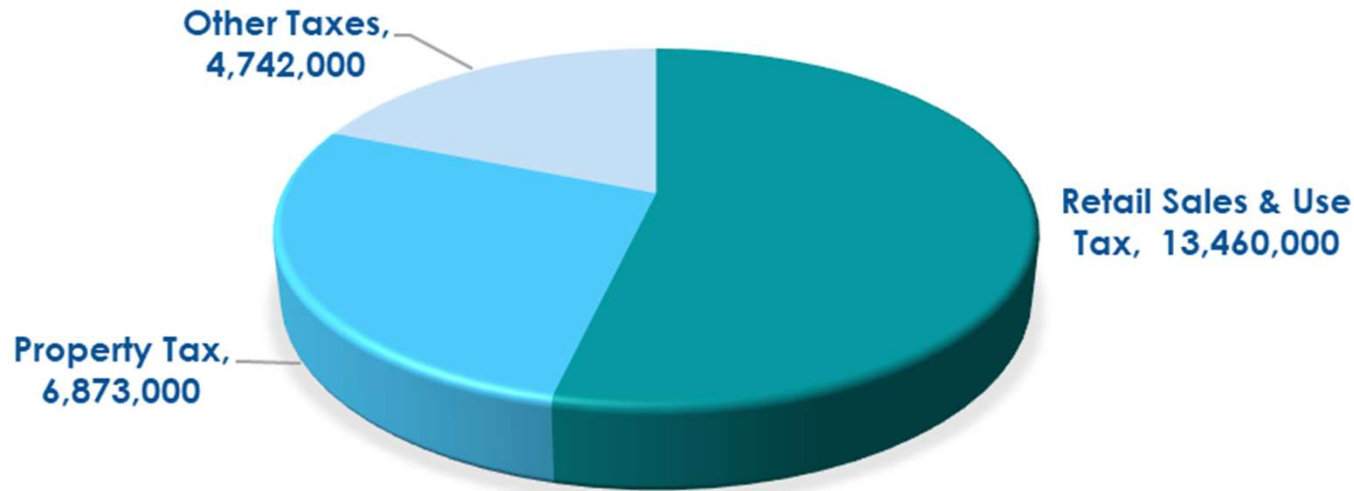
A Requirement of RCW 84.55.120

- ▶ Current expense budget means that budget which is primarily funded by taxes and charges and reflects the provision of ongoing services.
- ▶ Current expense budget does not mean the capital, enterprise, or special assessment budgets.

General Fund 2023-2024 Biennial Budget - Tax Revenue

3

TOTAL TAX REVENUE = \$25,075,000

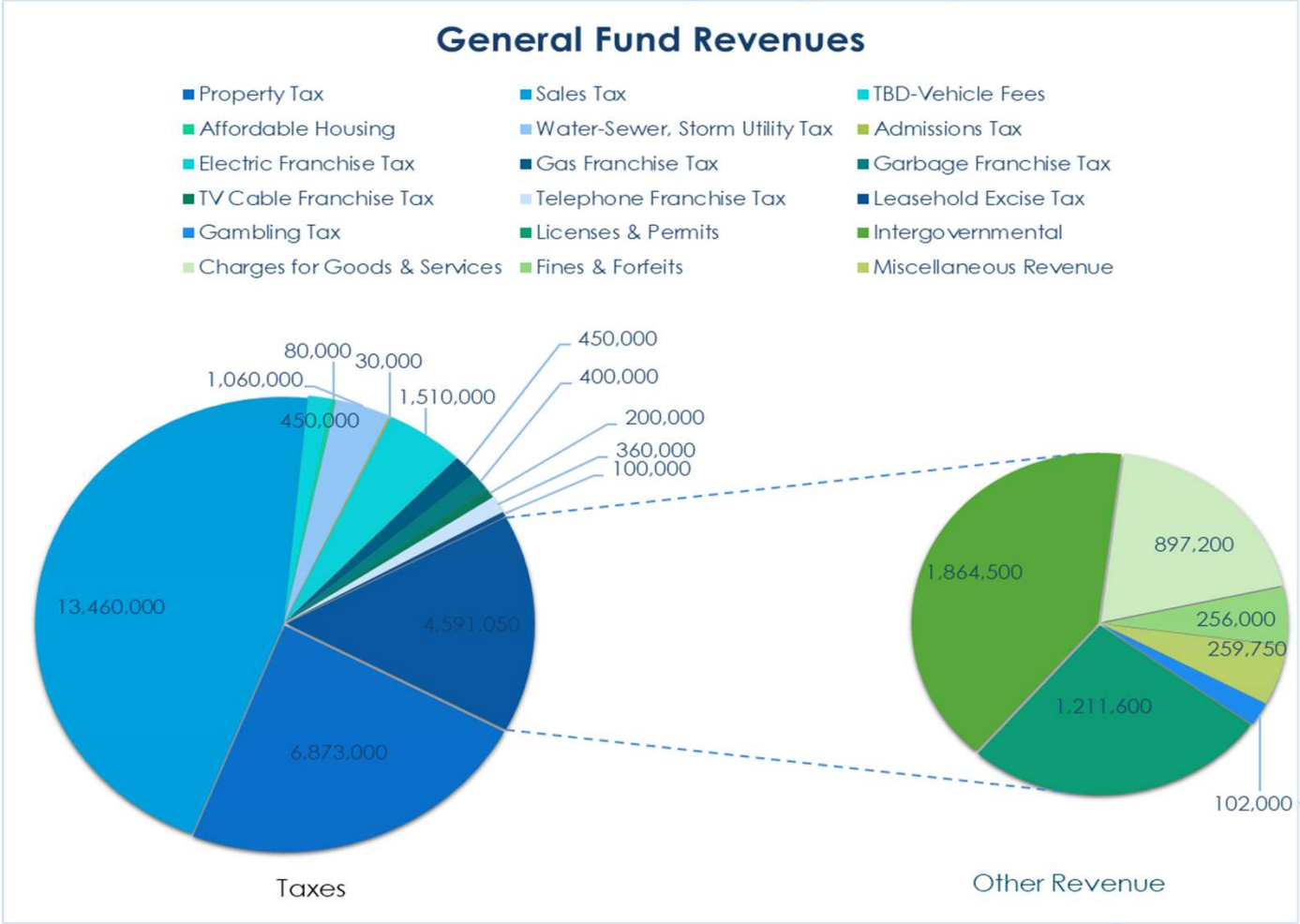


General Fund

2023-2024 Biennial Budget Tax Revenue

Budgeted	2023	2024	Biennium Total	% of Budgeted Tax
Retail Sales & Use Tax	6,565,000	6,895,000	13,460,000	53.7%
Property Tax	3,420,000	3,453,000	6,873,000	27.4%
<u>Other Taxes</u>	2,361,000	2,381,000	4,742,000	18.9%
<i>Affordable Housing</i>	40,000	40,000	80,000	0.3%
<i>Electric</i>	750,000	760,000	1,510,000	6.0%
<i>Telephone</i>	180,000	180,000	360,000	1.4%
<i>Utilities</i>	525,000	535,000	1,060,000	4.2%
<i>Garbage</i>	200,000	200,000	400,000	1.6%
<i>TV Cable</i>	100,000	100,000	200,000	0.8%
<i>Natural Gas</i>	225,000	225,000	450,000	1.8%
<i>Gambling</i>	51,000	51,000	102,000	0.4%
<i>TBD-Vehicle Fees</i>	225,000	225,000	450,000	1.8%
<i>Admissions</i>	15,000	15,000	30,000	0.1%
<i>Leasehold Excise</i>	50,000	50,000	100,000	0.4%
TOTAL	12,346,000	12,729,000	25,075,000	100.00%

General Fund 2023-2024 Biennial Budgeted Revenue - All Sources \$29,564,050



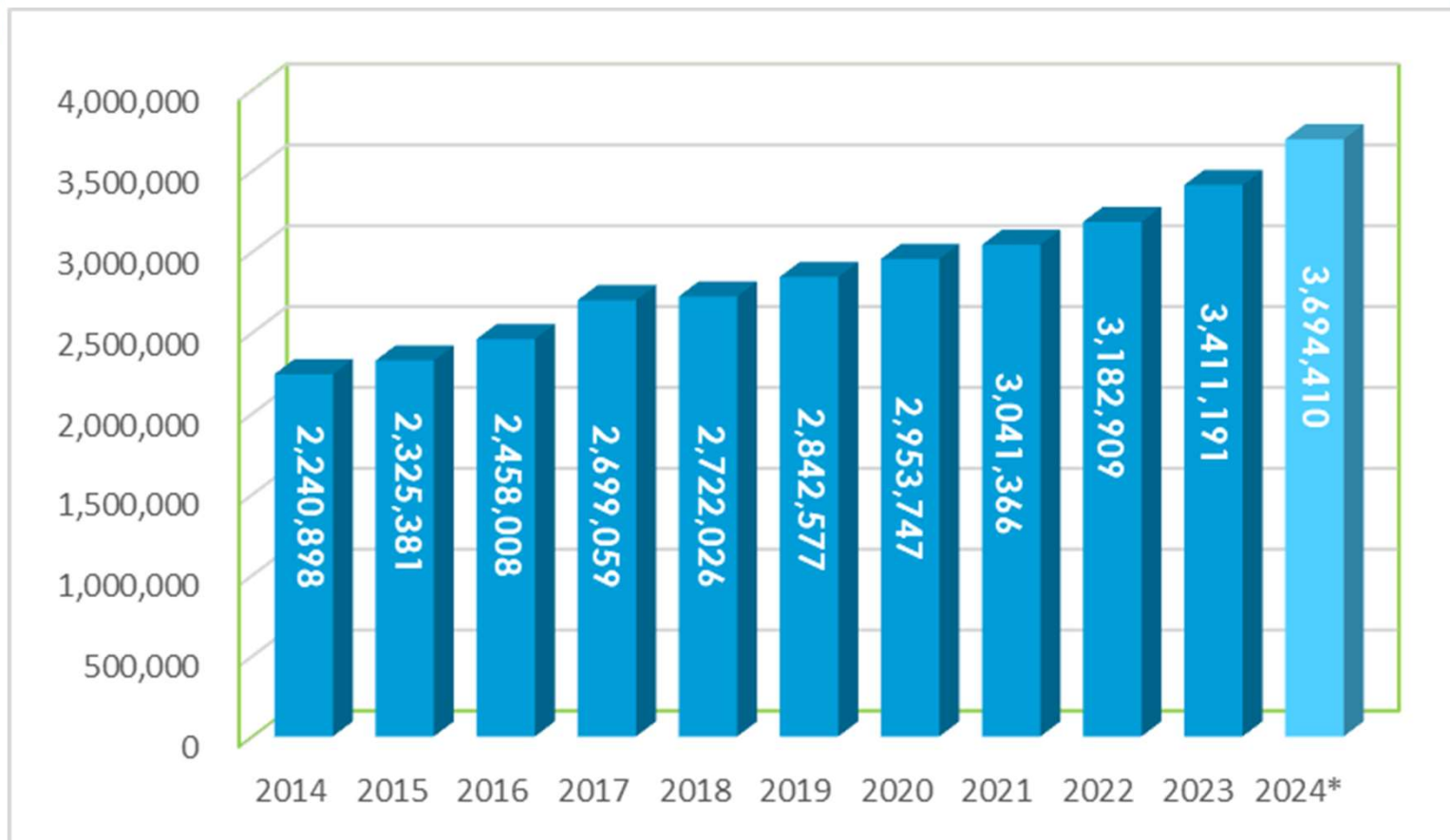
General Fund Biennial Budget vs Prior Biennial Budget Revenue Comparison

Revenue by Category	2021-2022 Budget	2023-2024 Budget	Increase (Decrease)
Sales Tax	12,075,000	13,460,000	11.47%
Property Taxes	6,222,000	6,873,000	10.46%
Other Taxes	4,563,100	4,742,000	3.92%
Tax Revenue	22,860,100	25,075,000	9.69%
License & Permits	1,337,800	1,211,600	-9.43%
Intergovernmental Revenue	5,156,378	1,864,500	-63.84%
Charges for Services	1,173,800	897,200	-23.56%
Fines & Penalties	326,400	256,000	-21.57%
Miscellaneous Revenues	370,200	259,750	-29.84%
Other Revenues	8,364,578	4,489,050	-46.33%
Totals	31,224,678	29,564,050	-5.32%

Property Tax History

Property Tax History			
Levy Year	Assessed Valuation	Levy Rate	Levied Property Taxes
2019	1,849,694,593	1.5368	2,842,577
2020	2,072,895,477	1.4247	2,953,747
2021	2,236,031,476	1.3602	3,041,366
2022	2,503,880,075	1.2712	3,182,909
2023	3,042,683,290	1.1211	3,411,191
2024*	3,456,732,447	1.0674	3,694,410
* Projected rate until Fire & Library District final levys are known			

Property Tax Collection History



Property Tax Comparison 2023 to 2024

10

Levy Rate - 1.121112	2023		Levy Rate - 1.067375	2024
Levy Amount	\$ 3,182,909		Levy Amount	\$ 3,411,191
0.63175 % increase	\$ 20,108		0.64195 % increase	\$ 21,898
New Construction	\$ 196,081		New Construction	\$ 256,540
Annexation	\$ -		Annexation	\$ -
Utilites	\$ 10,000		Utilites	\$ 10,000
Refunds	\$ 12,093		Refunds	\$ 4,781
Total Taxes	\$ 3,421,191		Total Taxes	\$ 3,704,410

Retail Sales & Use Tax Revenue

More important than Property Tax.

The City of Port Orchard receives a 0.84% Sales Tax

Sales Tax Collection

- ▶ Year to Date Sales Tax Revenue is on track for 2023

Year-to-date
88%
As of
9/30/23

Year	Actual	Estimated
2018	5,088,978	
2019	5,344,307	
2020	5,763,046	5,085,000
2021	6,801,337	6,735,000
2022	7,783,763	5,340,000
2023	5,755,296	6,565,000
2024		6,895,000

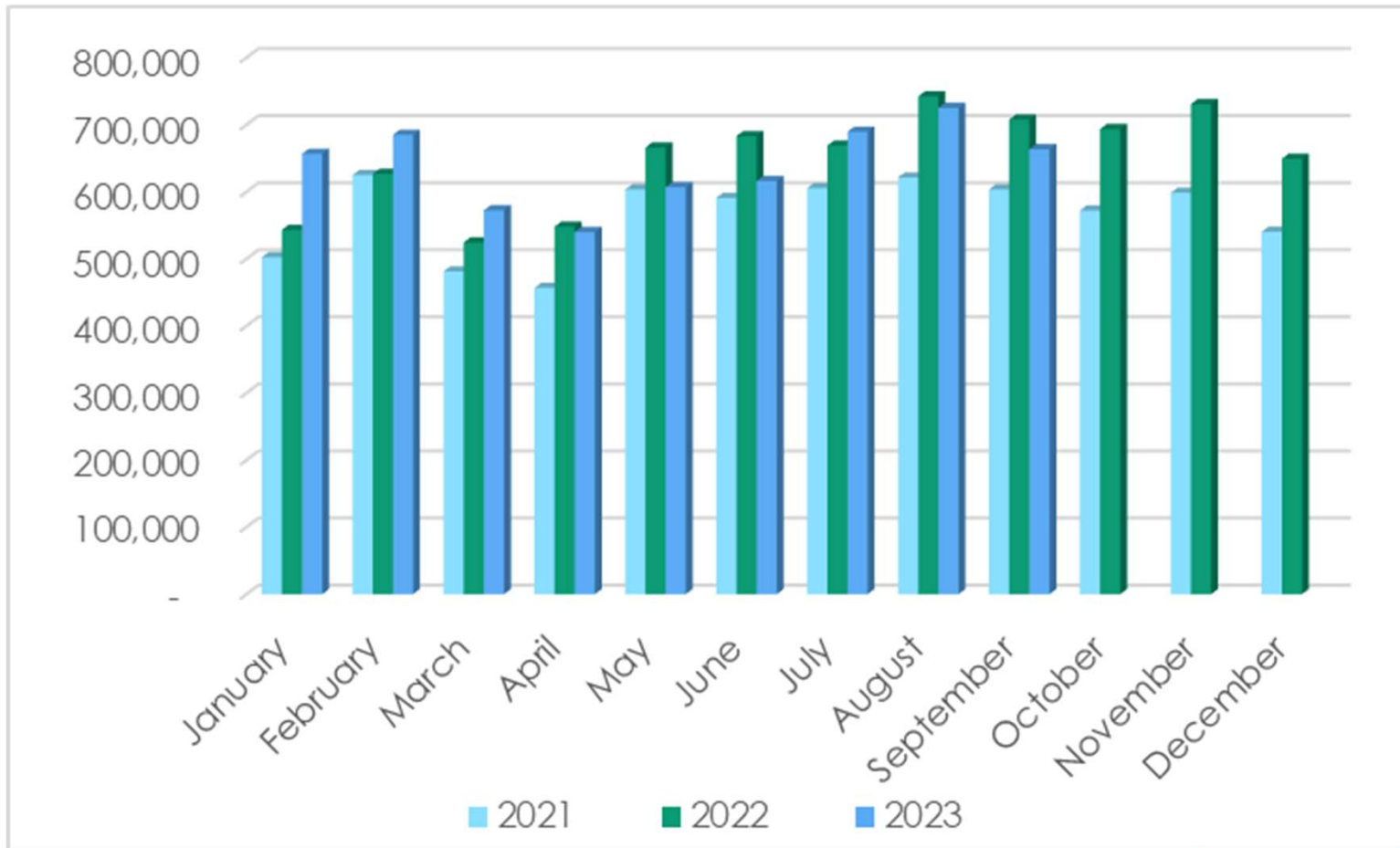
Sales Tax Revenue Received by Month

- ▶ YTD measured against 2022 shows a growth rate of 0.79%

- ▶ Sales Tax Collections is on pace to match 2022.

Year	2018	2019	2020	2021	2022	2023	Annual Growth Rate
January	386,354	431,657	440,828	502,448	543,145	656,711	20.91%
February	496,351	493,079	530,599	625,058	626,678	684,990	9.30%
March	360,538	384,364	389,996	481,233	524,545	572,419	9.13%
April	347,330	347,428	359,821	456,673	548,118	539,880	-1.50%
May	441,283	420,458	415,936	603,566	665,944	606,994	-8.85%
June	399,207	425,069	431,044	590,896	682,922	616,122	-9.78%
July	453,650	475,469	526,489	605,455	668,890	689,627	3.10%
August	453,487	503,789	545,861	621,368	742,304	725,037	-2.33%
September	441,406	459,433	542,819	603,523	707,709	663,517	-6.24%
October	447,624	483,935	511,099	572,116	693,521	-	
November	451,629	484,346	549,714	598,570	730,655	-	
December	410,120	435,279	518,839	540,431	649,332	-	
Total	5,088,978	5,344,307	5,763,046	6,801,337	7,783,763	5,755,296	

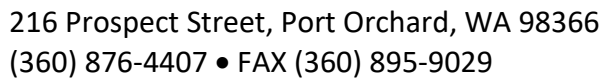
Sales Tax Collection 2021 to 2023



Thank You...

This concludes my
remarks.

Questions?



Page 38 of 270

the proposal generated significant public interest, with more than 20 public comments and a petition featuring 248 signatures, all urging the preservation of the significant tree. These comments and petitions are appended to the Agreement as Exhibit C.

The alternative site plan proposed by the Developer meets the intended objectives, including the protection of the significant tree. The approval of this development agreement eliminates the need for a separate Conditional Use Permit. Furthermore, the agreement is consistent with the City's planned action designation under the Downtown Port Orchard Subarea Plan and updated regulations, as established by ordinance. The development project's environmental impacts have been addressed adequately, qualifying it for streamlined permit review procedures without additional SEPA review.

Overall, this development agreement aims to achieve a balance between development goals, tree protection, and compliance with local regulations while aligning with the City's Comprehensive Plan.

The application for the development agreement was submitted in accordance with POMC 20.26 (Development Agreements) on October 5, 2023. This public hearing was noticed consistent with the requirements of POMC 20.25 on October 10, 2023. As of the date of this report, the Department of Community Development has not received comments regarding the Development Agreement.

Relationship to Comprehensive Plan: This development agreement aims to achieve a balance between development goals, tree protection, and compliance with local regulations while aligning with the City's Comprehensive Plan Land Use Element (Policy LU-3 and LU-25) and Parks Element (Goal 3).

Recommendation: Staff recommends that the City Council hold a public hearing regarding a Development Agreement between the City of Port Orchard and JL Group, LLC as presented.

Fiscal Impact: None foreseen.

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

Attachments: All attachments associated with this public hearing may be found with the corresponding business item (Business Item 7A) on the October 24, 2023, City Council meeting agenda.



Agenda Staff Report

Agenda Item No:	<u>Public Hearing 6B</u>	Meeting Date:	<u>October 24, 2023</u>
Subject:	<u>Property Tax Levy and Revenue Sources</u>	Prepared by:	<u>Noah D. Crocker</u>
	<u>for 2024, Current Expense Budget</u>		<u>Finance Director</u>
	<u>2023-2024 and Satisfying the</u>	Atty Routing No:	<u>366922-0007</u>
	<u>Requirements of RCW 84.55.120</u>	Atty Review Date:	<u>October 17, 2023</u>

Summary: The City Council is required to hold a public hearing on current expense budget revenue sources for the coming biennium’s budget, including consideration of possible increases in property tax revenues, per RCW 84.55.120. The hearing must be held before the Council votes on a property tax levy for the upcoming year. The deadline for setting the levy for property tax collection for 2024 is November 30, 2023.

This hearing is a part of the public process that leads to the adoption of an Ordinance setting the property tax levy, which is then forwarded to the Kitsap County Assessor along with a Levy Certification, in order to set the property tax levy for collection in the 2024 tax year.

The Hearing will include a presentation of revenue sources and estimates for 2023-2024. The Hearing relates to setting the 2024 levy for property tax collection in the second year of the 2023-2024 biennium.

- Recommendation:** Open and conduct the Public Hearing.
- Fiscal Impact:** Leads to the setting of the property tax levy for collection in the 2024 tax year.
- Alternatives:** None. Required.
- Attachments:** None.



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>Public Hearing 6C</u>	Meeting Date:	<u>October 24, 2023</u>
Subject:	<u>Ordinance for the 2023-2024</u>	Prepared by:	<u>Noah D. Crocker</u>
	<u>Budget Mid-Biennial Review and</u>		<u>Finance Director</u>
	<u>Modification</u>	Atty Routing No:	<u>366922-0007</u>
		Atty Review Date:	<u>October 20, 2023</u>

Summary: As established by RCW 35A.34.130, a mid-biennial review and modification of the City’s biennial budget is required. This review shall occur no sooner than eight months after the start of the first year of the fiscal biennium (September 1st), and no later than the close of the fiscal year (December 31). The Finance Department has consulted and reviewed possible modifications of the Biennial Budget with all City Departments and the Mayor. The Finance Committee met and reviewed the proposed modifications to the budget prior to Council work study on October 17th. The City held a public hearing on the mid-biennial review on October 17th during the Council work study, which allowed the City Council to review the proposed modifications to the city budget, receive public comment, and provided additional direction.

The City has focused its criteria for mid-year modification to those items that are necessary corrections, are required, and have large capital and operational budgetary impacts.

The proposed Budget Amendment Ordinance provides for additional expenditure authority of \$16,582,700, as identified in the Budget Amendment Table included with the Ordinance. The Budget amendment adds new positions in the City, and accordingly increases the FTE count, as identified in Exhibit A - Personnel list. The Budget amendment provides for six additional vehicles to the ERR fleet. The Budget amendment also reflects additional revenue received, adjustments to ending fund balance, and recognizes anticipated loan and grant proceeds.

Recommendation: Staff recommends the Mayor open the public hearing on the mid-year budget review and amendment.

Relationship to Comprehensive Plan: None.

Fiscal Impact: The 2023–2024 Biennial Budget amendment increases expenditure authority by \$16,582,700

Alternatives: N/A

Attachments: Ordinance

ORDINANCE NO. *-23

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING ORDINANCE NO. 046-22 AS AMENDED BY ORDINANCE NO. 018-23 AND ORDINANCE NO. 022-23, THE BIENNIAL BUDGET FOR THE YEARS 2023–2024, FOR THE MID-BIENNIAL REVIEW TO RECOGNIZE EXPENDITURES AND REVENUES NOT ANTICIPATED AT THE TIME OF THE ADOPTION OF THE 2023–2024 BIENNIAL BUDGET; 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 via Ordinance No. 046-22, which was previously amended by Ordinance No. 018-23 and Ordinance No. 022-23; and

WHEREAS, the City desires to keep current on necessary budget amendments; and

WHEREAS, per RCW 35.34.130, the City has conducted a timely mid-biennial review of the biennial budget; and

WHEREAS, the City Finance Committee met on October 17, 2023, to review the Mayor’s proposed budget modifications and made recommendations; and

WHEREAS, the City Council held a comprehensive work study session and public hearing on the 2023-2024 mid-biennial budget on October 17, 2023 and made recommendations to the budget; and

WHEREAS, the City Council held a second public hearing on the proposed amendments to the biennial budget, and an associated public hearing on revenue sources, at its public meeting on October 24, 2023; and

WHEREAS, the City Council acted to adopt the 2024 Property Tax Levy at its public meeting on October 24, 2023;

WHEREAS, the amendment modifies the Equipment Rental Revolving Fund budget to add six additional vehicles to the City’s fleet; and

WHEREAS, the amendment makes necessary 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, as provided in RCW 35A.33.120; and

WHEREAS the City evaluated its personnel needs for the 2023-2024 Biennium

and this amendment modifies Exhibit A to Ordinance No. 046-22, as amended by Ordinance No. 018-23 and Ordinance No. 022-23, to modify personnel positions and salary table; and

WHEREAS, the City identified the need to provide funding for a previously authorized Plans Examiner/Building Inspector 1 Full Time Equivalent (1 FTE); and

WHEREAS, the City identified the need to change the title of Stormwater Program manager to Stormwater Program Coordinator; and

WHEREAS, the City identified the need to add and fund a 1 Full Time Equivalent (1 FTE) Police Officer; and

WHEREAS, the City identified the need to add and fund a 1 Full Time Equivalent (1 FTE) Deputy Chief; and

WHEREAS, the City identified the need to defund 1 Full Time Equivalent (1 FTE) Civil Engineer I; and

WHEREAS, the City identified the need to add and fund 1 Full Time Equivalent Program Coordinator/Inspector; and

WHEREAS, the City identified the need to add and fund 3 Full Time Equivalent (3 FTE) Public Works Personnel; and

WHEREAS, the City identified the need to create a new Office Assistant I and fund 1 Full Time Equivalent (1 FTE); and

WHEREAS, the City identified the need to add and fund 1 Full Time Equivalent Permit Tech; and

WHEREAS, the City identified the need to provide additional hours for the permit center part time position; and

WHEREAS, the City desires to adjust all ending fund balances by incorporating changes in revenues, and expenses; and

WHEREAS, the Council desires to adjust the budget for revenues identified for funds 001, 002, 109, 206, 302, 304, 411, 412, 413, 414, 424, 432, 433, 434, 500; and

WHEREAS, the Council desires to provide additional expenditure authority and appropriations consistent with the mid-biennial review and modifications as presented, 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 and Ordinance No. 022-23, is hereby amended to reflect the following:

2023-2024 Biennial Budget							
Fund No.	Fund Name	Type	Ordinance-046-22	Adjustment	Ordinance-018-23	Adjustment	Ordinance-XXX-23
001	Current Expense Fund	Revenue	\$ 37,042,700	\$ 7,864,100	\$ 44,906,800	\$ 1,930,400	\$ 46,837,200
		Expense	\$ 37,042,700	\$ 7,864,100	\$ 44,906,800	\$ 1,930,400	\$ 46,837,200
002	City Street	Revenue	\$ 6,555,300	\$ 1,826,400	\$ 8,381,700	\$ 596,600	\$ 8,978,300
		Expense	\$ 6,555,300	\$ 1,826,400	\$ 8,381,700	\$ 596,600	\$ 8,978,300
003	Stabilization	Revenue	\$ 2,890,500	\$ 30,500	\$ 2,921,000	\$ -	\$ 2,921,000
		Expense	\$ 2,890,500	\$ 30,500	\$ 2,921,000	\$ -	\$ 2,921,000
103	Criminal Justice	Revenue	\$ 1,165,000	\$ 257,800	\$ 1,422,800	\$ -	\$ 1,422,800
		Expense	\$ 1,165,000	\$ 257,800	\$ 1,422,800	\$ -	\$ 1,422,800
104	Special Investigative Unit	Revenue	\$ 102,000	\$ 4,900	\$ 106,900	\$ -	\$ 106,900
		Expense	\$ 102,000	\$ 4,900	\$ 106,900	\$ -	\$ 106,900
107	Community Events	Revenue	\$ 463,600	\$ 85,600	\$ 549,200	\$ -	\$ 549,200
		Expense	\$ 463,600	\$ 85,600	\$ 549,200	\$ -	\$ 549,200
108	Paths & Trails	Revenue	\$ 15,300	\$ 500	\$ 15,800	\$ -	\$ 15,800
		Expense	\$ 15,300	\$ 500	\$ 15,800	\$ -	\$ 15,800
109	Real Estate Excise Tax	Revenue	\$ 4,979,100	\$ 803,700	\$ 5,782,800	\$ 1,800,000	\$ 7,582,800
		Expense	\$ 4,979,100	\$ 803,700	\$ 5,782,800	\$ 1,800,000	\$ 7,582,800
111	Impact Fee	Revenue	\$ 15,713,700	\$ 468,100	\$ 16,181,800	\$ -	\$ 16,181,800
		Expense	\$ 15,713,700	\$ 468,100	\$ 16,181,800	\$ -	\$ 16,181,800
206	Bond Redemption Fund	Revenue	\$ 598,400	\$ -	\$ 598,400	\$ 1,199,000	\$ 1,797,400
		Expense	\$ 598,400	\$ -	\$ 598,400	\$ 1,199,000	\$ 1,797,400
302	Capital Construction	Revenue	\$ 2,423,500	\$ 16,431,100	\$ 18,854,600	\$ 2,669,300	\$ 21,523,900
		Expense	\$ 2,423,500	\$ 16,431,100	\$ 18,854,600	\$ 2,669,300	\$ 21,523,900
304	Street Capital Projects	Revenue	\$ 13,698,100	\$ 1,181,900	\$ 14,880,000	\$ 2,632,400	\$ 17,512,400
		Expense	\$ 13,698,100	\$ 1,181,900	\$ 14,880,000	\$ 2,632,400	\$ 17,512,400
411	Water - Operations	Revenue	\$ 10,685,800	\$ 813,500	\$ 11,499,300	\$ 197,600	\$ 11,696,900
		Expense	\$ 10,685,800	\$ 813,500	\$ 11,499,300	\$ 197,600	\$ 11,696,900
412	Water - Stabilization	Revenue	\$ 955,500	\$ 11,000	\$ 966,500	\$ 100,000	\$ 1,066,500
		Expense	\$ 955,500	\$ 11,000	\$ 966,500	\$ 100,000	\$ 1,066,500
413	Water - Capital Projects	Revenue	\$ 18,683,400	\$ 3,737,400	\$ 22,420,800	\$ 238,000	\$ 22,658,800
		Expense	\$ 18,683,400	\$ 3,737,400	\$ 22,420,800	\$ 238,000	\$ 22,658,800
414	Water - Debt Service	Revenue	\$ 1,502,600	\$ -	\$ 1,502,600	\$ 1,593,700	\$ 3,096,300
		Expense	\$ 1,502,600	\$ -	\$ 1,502,600	\$ 1,593,700	\$ 3,096,300
421	Storm Drainage -Operations	Revenue	\$ 5,215,200	\$ (314,300)	\$ 4,900,900	\$ -	\$ 4,900,900
		Expense	\$ 5,215,200	\$ (314,300)	\$ 4,900,900	\$ -	\$ 4,900,900
422	Storm Drainage -Stabilization	Revenue	\$ 536,800	\$ 6,200	\$ 543,000	\$ -	\$ 543,000
		Expense	\$ 536,800	\$ 6,200	\$ 543,000	\$ -	\$ 543,000
423	Storm Drainage -Capital Projects	Revenue	\$ 1,294,500	\$ (401,300)	\$ 893,200	\$ -	\$ 893,200
		Expense	\$ 1,294,500	\$ (401,300)	\$ 893,200	\$ -	\$ 893,200
424	Storm Drainage -Debt Service	Revenue	\$ 355,300	\$ -	\$ 355,300	\$ 43,100	\$ 398,400
		Expense	\$ 355,300	\$ -	\$ 355,300	\$ 43,100	\$ 398,400
431	Sewer - Operations	Revenue	\$ 15,420,200	\$ 1,885,900	\$ 17,306,100	\$ -	\$ 17,306,100
		Expense	\$ 15,420,200	\$ 1,885,900	\$ 17,306,100	\$ -	\$ 17,306,100
432	Sewer - Stabilization	Revenue	\$ 1,430,000	\$ 16,300	\$ 1,446,300	\$ 100,000	\$ 1,546,300
		Expense	\$ 1,430,000	\$ 16,300	\$ 1,446,300	\$ 100,000	\$ 1,546,300
433	Sewer - Capital Projects	Revenue	\$ 29,024,200	\$ 427,000	\$ 29,451,200	\$ 1,006,000	\$ 30,457,200
		Expense	\$ 29,024,200	\$ 427,000	\$ 29,451,200	\$ 1,006,000	\$ 30,457,200
434	Sewer - Debt Service	Revenue	\$ 1,527,600	\$ 8,900	\$ 1,536,500	\$ 390,700	\$ 1,927,200
		Expense	\$ 1,527,600	\$ 8,900	\$ 1,536,500	\$ 390,700	\$ 1,927,200
500	ER&R	Revenue	\$ 6,928,200	\$ 241,200	\$ 7,169,400	\$ 2,085,900	\$ 9,255,300
		Expense	\$ 6,928,200	\$ 241,200	\$ 7,169,400	\$ 2,085,900	\$ 9,255,300
632	Wastewater Treatment Facility	Revenue	\$ 10,187,900	\$ 147,000	\$ 10,334,900	\$ -	\$ 10,334,900
		Expense	\$ 10,187,900	\$ 147,000	\$ 10,334,900	\$ -	\$ 10,334,900
	Grand Total	Revenue	\$ 189,394,400	\$ 35,533,400	\$ 224,927,800	\$ 16,582,700	\$ 241,510,500
	Grand Total	Expense	\$ 189,394,400	\$ 35,533,400	\$ 224,927,800	\$ 16,582,700	\$ 241,510,500

SECTION 2. Amended Salary Schedule. Exhibit A to Ordinance No. 046-22, as amended by Ordinance No. 018-23 and Ordinance No. 022-23, for authorized positions, is amended as attached hereto as Exhibit A and incorporated 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 unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance shall be published by an approved summary consisting of the title. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State Law.

SECTION 6. Effective Date. This ordinance shall be in full force and effect five (5) days after posting and publication as required by law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 24th day of October 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

Charlotte Archer, City Attorney

John Clauson, Councilmember

PUBLISHED:

EFFECTIVE DATE:



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Business Item 7A
Subject: Adoption of an Ordinance Approving a
Development Agreement with JL Group,
LLC

Meeting Date: October 24, 2023
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: The City has negotiated a development agreement establishing the terms and conditions for the development of an orthodontic clinic by JL Group, LLC at the properties addressed as 791 Mitchell Avenue. The agreement pertains to the development of a medical office and addresses various aspects such as protection of a significant tree, dedication of right of way, and relief from certain design standards. In this case, the agreement seeks to facilitate the development of property owned by JL Group, LLC, specifically for the construction of an orthodontist office. The property contains a significant redwood tree with a diameter of around 96 inches. In this instance, there's a need to balance the development requirements with tree protection. Departures from certain city design standards are proposed to safeguard the tree and meet the goals outlined in the City's Comprehensive Plan related to urban design, pedestrian orientation, and open space preservation.

JL Group LLC proposed the construction of a 4,950-square-foot orthodontist office at the northeast corner of Mitchell Avenue and Taylor Street, necessitating various improvements including off-street parking, landscaping, and compliance with the Build-to-Zone regulations outlined in POMC 20.40.030 through a Land Disturbing Activity Permit Application (LDAP). The property is officially designated as Commercial Mixed Use (CMU) per the adopted City of Port Orchard Zoning Map. Within the CMU zone, the intended orthodontist office use falls under the category of "All Medical, Except as listed below," necessitating a conditional use permit as outlined in Port Orchard Municipal Code Chapter 20.39. Accordingly, the Developer submitted a Conditional Use Permit (CUP) application on May 11, 2023.

Adherence to the City's development regulations mandates compliance with various standards, including maximum building setback pursuant to POMC 20.35.030 for CMU district, a minimum build-to zone along the primary street (Mitchell Ave) in alignment with POMC 20.35.030 and 20.40.030, and a landscape setback conforming to the block frontage standards specified in POMC 20.127.130 made the preservation of the significant tree challenging. It is important to note, the developer is not required to preserve the tree as outlined in POMC 20.129 requirements for significant tree retention. Strict compliance with the adopted standards noted above would result in the removal of the tree and replacement trees planted on site in accordance with the replacement ratio listed in POMC 20.129.040.

The combined requirements of POMC 20.35.030, 20.40.030, and 20.40 result in a site design encroaching upon the drip line and root protection area of the significant redwood tree at the southwest corner of the

property, necessitating removal of the tree. Upon Notice of Application for the LDAP and CUP applications, the proposal generated significant public interest, with more than 20 public comments and a petition featuring 248 signatures, all urging the preservation of the significant tree. These comments and petitions are appended to the Agreement as Exhibit C.

The alternative site plan proposed by the Developer meets the intended objectives, including the protection of the significant tree. The approval of this development agreement eliminates the need for a separate Conditional Use Permit. Furthermore, the agreement is consistent with the City's planned action designation under the Downtown Port Orchard Subarea Plan and updated regulations, as established by ordinance. The development project's environmental impacts have been addressed adequately, qualifying it for streamlined permit review procedures without additional SEPA review.

Overall, this development agreement aims to achieve a balance between development goals, tree protection, and compliance with local regulations while aligning with the City's Comprehensive Plan.

The application for the development agreement was submitted in accordance with POMC 20.26 (Development Agreements) on October 5, 2023. This public hearing was noticed consistent with the requirements of POMC 20.25 on October 10, 2023. As of the date of this report, the Department of Community Development has not received comments regarding the Development Agreement.

Relationship to Comprehensive Plan: This development agreement aims to achieve a balance between development goals, tree protection, and compliance with local regulations while aligning with the City's Comprehensive Plan Land Use Element (Policy LU-3 and LU-25) and Parks Element (Goal 3).

Recommendation: Staff recommends approval of an ordinance authorizing the mayor to execute a Development Agreement between the City of Port Orchard and JL Group, LLC as presented.

Motion for consideration: "I move to adopt an Ordinance authorizing the Mayor to execute a Development Agreement with JL Group, LLC as presented."

Fiscal Impact: None foreseen.

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

Attachments: Ordinance, Johnsonlink Development Agreement with Exhibits

ORDINANCE NO. **

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH JL GROUP, LLC FOR THE DEVELOPMENT OF A MEDICAL OFFICE, INCLUDING PROTECTING A SIGNIFICANT TREE, DEDICATION OF RIGHT OF WAY, AND RELIEF FROM DESIGN STANDARDS; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

WHEREAS, and JL Group, LLC, a Washington limited liability company organized under the law of the State of Washington ("Developer"), applied for a Development Agreement under Chapter 20.26 POMC on October 3, 2023, and such Agreement has been processed consistently with the POMC and State law; and

WHEREAS, the Development Agreement by and between the City of Port Orchard and JL Group, LLC relates primarily to the development of property owned by the Developer, which is located at: 791 Mitchell Avenue (Kitsap County Tax Parcels 252401-3-007-2005 and 252401-3-008-2004); and

WHEREAS, the Developer proposes to develop the Property with an orthodontist office in a new building measuring 4,950 square feet with required off-street parking, landscaping, and associated site improvements; and

WHEREAS, the Property contains a very large approximately 100-year-old redwood tree at the south-west corner of the Property with the tree measuring about 96 inches in diameter; and

WHEREAS, the tree is significant to the community, is an important landmark in the area, and should be saved for the enjoyment of future generations; and

WHEREAS, the official zoning map of the City, adopted by Ordinance 012-23, shows the zoning designation for Kitsap County Tax Parcel 252401-3-007-2005 to be Commercial Mixed Use (CMU); and

WHEREAS, in Port Orchard Municipal Code Chapter 20.39 for the CMU zone, the proposed use, an orthodontist office (“All Medical, Except as listed below”), requires a conditional use permit; and

WHEREAS, consistent with POMC 20.39, the Developer filed an application for a Conditional Use Permit on May, 11, 2023 to develop a building on the Property to contain an Orthodontist Office; and

WHEREAS, the application of the City’s development regulations requires maximum building setback in accordance with POMC 20.35.030 Commercial Mixed-Use Zone, requires compliance with a minimum build-to zone along the primary street (Mitchell Ave) in POMC 20.35.030 and 20.40.030, and requires a landscape setback in accordance with the block frontage standards in POMC 20.127.130; and

WHEREAS, taken together, the requirements of POMC 20.35.030, 20.40.030, and 20.127.130 results in a site design that encroaches on the drip line and root protection area of the significant redwood tree located at the SW corner of the property and which necessitate removal of the significant redwood tree; and

WHEREAS, upon issuance of a notice of application for a conditional use permit for the development of the Property, there were more than 20 public comments and a signed petition containing 248 signatures submitted to the City calling for the protection of the large redwood tree located on the site and these comments and petitions are attached to the Development Agreement as Exhibit C; and

WHEREAS, the benefits of retaining significant trees, as echoed in the comments and petition attached as Exhibit C to the Development Agreement, include:

- Aesthetic benefits in the beauty and majesty of this significant tree;
- Cleaner air and water;
- Maintaining significant tree canopy;
- Climate Impacts;
- Benefits for animals by providing habitat;
- Shade and reducing “heat island” in areas where there is significant development; and

WHEREAS, Port Orchard Municipal Code chapter 20.129 Significant Trees provides a framework that encourages the protection of significant trees; and

WHEREAS, the City’s development regulations do not provide flexibility in design standards as a mechanism to protect significant trees; and

WHEREAS, the Developer approached the City seeking to find design solutions that would

result in the protection of the significant redwood tree on the Property, is willing to dedicate property to relocate an existing road to avoid further impacts to the tree as part of improvements to the road, and has offered to redesign their proposed site plan to protect and avoid the tree and has agreed to place a conservation easement on its property for future protection of the tree; and

WHEREAS, through the redesign effort, it was determined that departures from the City's design standards were required if the Development Project was to avoid encroaching on the drip line and root protection area for the significant tree; and

WHEREAS, POMC 20.26.020, allows a development agreement to impose different standards from those found in POMC 20.35, 20.39, 20.40, and 20.127 to encourage innovative land use management and to provide flexibility provided that the development standard is consistent with the comprehensive plan; and

WHEREAS, the Developer has prepared a superior site plan for their Development Project that results in the protection of the significant redwood tree, but requires departures from POMC 20.35, 20.39, 20.40, and 20.127 in order to achieve the redesign; and

WHEREAS, the City's Comprehensive Plan, in the Elements, Goals, and Policies call for both the inclusion of trees and landscaping in commercial areas and for high quality pedestrian-oriented design; and

WHEREAS, the City Council finds that the alternative site plan proposed by the Developer is innovative, is equal or better than the outcome that would result if the City's development standards had been strictly followed, and is consistent with the City's Comprehensive Plan; and

WHEREAS, the City Council finds that the alternative site plan provides public benefits including the protection of a significant redwood tree and the dedication and reconstruction of a public road in a way that avoids impacting the significant redwood tree; and

WHEREAS, except with regard to the departures from POMC 20.35, 20.39, 20.40, and 20.127 as described herein, this Agreement does not establish or modify the standards or conditions for the underlying Development Project which is being undertaken in accordance with applicable code and regulations; and

WHEREAS, in accordance with POMC 20.26.010 and RCW 36.70B.170, the City Council has the authority to determine the permitted use of the Property by use of a development agreement, therefore, approval of this Agreement abrogates the Developer's need for a Conditional Use Permit; and

WHEREAS, on August 14, 2020, under RCW 43.21C.440, the City issued a SEPA Determination of Significance (DS) for the Downtown Port Orchard Subarea Plan and updated regulations as a Planned Action. On April 26, 2021, the City issued a Final Environmental Impact Statement (FEIS) for the Subarea Plan and updated regulations. This FEIS adequately addresses the significant impacts of the updated Subarea Plan and regulations as well as implementation of development projects within the subarea. On June 25, 2021, the City adopted Ordinance No. 031-21 establishing a planned action designation for the Downtown Port Orchard Subarea Plan and updated regulations as a Planned Action. Consistent with RCW 43.21C.440(1)(b)(i), the Planned Action is in conjunction with a subarea plan adopted under Chapter 36.70A RCW and has had its significant impacts adequately addressed by an EIS under the requirements of SEPA, Chapter 43.21C RCW; and

WHEREAS, the City reviewed an environmental checklist submitted with the development agreement application. The development agreement application and subsequent related permits are determined to qualify under Planned Action under Ordinance 031-21 and shall proceed in accordance with the applicable permit review procedures specified in POMC Chapter 20.22, except that no SEPA threshold determination, EIS or additional SEPA review shall be required; and

WHEREAS, in consideration of the benefits conferred by this new Agreement, which reflect the current plans of both the City and the Developer, the Parties deem it in their best interests to enter into this Agreement; and

WHEREAS, the City Council held a public hearing on October 24, 2023 regarding this Agreement and (comments received/not received, etc); and

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

WHEREAS, after a public hearing, by Ordinance No. [xxx], the City Council authorized the Mayor to sign this Agreement with JL Group, LLC;

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

SECTION 1. Findings. The City Council adopts all of the "Whereas" sections of this ordinance and all "Whereas" sections of the Development Agreement as findings in support of this ordinance.

SECTION 2. Authorization. The City Council approves of and authorizes the Mayor to execute a Development Agreement with JL Group, LLC substantially as provided in “Exhibit A” of this Ordinance.

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

SECTION 4. Corrections. Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this Ordinance including but not limited to the correction of scrivener’s/clerical errors, references, Ordinance numbering, section/subsection numbers, and any reference thereto.

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

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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 24th day of October 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

Charlotte A. Archer, City Attorney

John Clauson, Councilmember

PUBLISHED:
EFFECTIVE DATE:

EXHIBIT A: DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF PORT ORCHARD
 AND JL GROUP

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF PORT ORCHARD AND JL GROUP, LLC FOR
THE DEVELOPMENT OF A MEDICAL OFFICE, PROTECTION OF A SIGNIFICANT
TREE, DEDICATION OF RIGHT OF WAY; AND RELIEF FROM DESIGN
STANDARDS

THIS DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the City of Port Orchard, a non-charter, optional code Washington municipal corporation, hereinafter the “**City**,” and JL Group, LLC, a Washington limited liability company, hereinafter the “**Developer**” (individually, a “**Party**” and collectively, the “**Parties**”). The Parties hereby agree as follows:

RECITALS

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

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

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

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

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

WHEREAS, the Developer has applied for a Development Agreement under Chapter 20.26 POMC on October 3, 2023 and such Agreement has been processed consistently with the POMC and State law; and

WHEREAS, this Development Agreement by and between the City of Port Orchard and the Developer (hereinafter the “Development Agreement” or “Agreement”), relates primarily to the development of property owned by Developer at 791 Mitchell Avenue, Port Orchard, Washington (Kitsap County Tax Parcels 252401-3-007-2005 and 252401-3-008-2004 (hereinafter, the “**Property**”)); and

WHEREAS, the Developer proposes to develop the Property with an orthodontist office in a new building measuring 4,950 square feet with required off-street parking, landscaping, and

associated site improvements (collectively, the “**Development Project**” or City Permit Nos. No. PW23-033, PW23-034, and PW23-035; and

WHEREAS, the Property contains a very large approximately 100-year-old redwood tree at the south-west corner of the Property with the tree measuring about 96 inches in diameter; and

WHEREAS, the official zoning map of the City, adopted by Ordinance 012-23, shows the zoning designation for Kitsap County Tax Parcel 252401-3-007-2005 to be Commercial Mixed Use (CMU); and

WHEREAS, in Port Orchard Municipal Code Chapter 20.39 for the CMU zone, the proposed use, an orthodontist office (“All Medical, Except as listed below”), requires a conditional use permit; and

WHEREAS, Consistent with POMC 20.39, the Developer filed an application for a Conditional Use Permit on May, 11, 2023 to develop a building on the Property to contain an Orthodontist Office; and

WHEREAS, the application of the City’s development regulations requires maximum building setback in accordance with POMC 20.35.030 Commercial Mixed-Use Zone, requires compliance with a minimum build-to zone along the primary street (Mitchell Ave) in POMC 20.35.030 and 20.40.030, and requires a landscape setback in accordance with the block frontage standards in POMC 20.127.130; and

WHEREAS, taken together, the requirements of POMC 20.35.030, 20.40.030, and 20.40 results in a site design that encroaches on the drip line and root protection area of the significant redwood tree located at the SW corner of the property and which necessitate removal of the significant redwood tree; and

WHEREAS, upon issuance of a notice of application for a conditional use permit for the development of the Property, there were more than 20 public comments and a signed petition containing 248 signatures submitted to the City calling for the protection of the large redwood tree located on the site and these comments and petitions are attached to this Agreement as Exhibit C; and

WHEREAS, the benefits of retaining significant trees, as echoed in the comments and petition attached as Exhibit C, include:

- Aesthetic benefits in the beauty and majesty of this significant tree;
- Cleaner air and water;
- Maintaining significant tree canopy;
- Climate Impacts;
- Benefits for animals by providing habitat;
- Shade and reducing “heat island” in areas where there is significant development;

and

WHEREAS, Port Orchard Municipal Code chapter 20.129 Significant Trees provides a framework that encourages the protection of significant trees; and

WHEREAS, the City's development regulations do not provide flexibility in design standards as a mechanism to protect significant trees; and

WHEREAS, the Developer approached the City seeking to find design solutions that would result in the protection of the significant redwood tree on the Property, is willing to dedicate property to relocate an existing road to avoid further impacts to the tree as part of improvements to the road, and has offered to redesign their proposed site plan to protect and avoid the tree; and

WHEREAS, through the redesign effort, it was determined that departures from the City's design standards were required if the Development Project was to avoid encroaching on the drip line and root protection area for the significant tree; and

WHEREAS, POMC 20.26.020, allows a development agreement to impose different standards from those found in POMC 20.35, 20.39, 20.40, and 20.127 to encourage innovative land use management and to provide flexibility provided that the development standard is consistent with the comprehensive plan; and

WHEREAS, the Developer has prepared a superior site plan for their Development Project that results in the protection of the significant redwood tree, but requires departures from POMC 20.35, 20.39, 20.40, and 20.127; and

WHEREAS, the City's comprehensive plan, in the Elements, Goals, and Policies below calls for both the inclusion of trees and landscaping in commercial areas and for high quality pedestrian oriented design, objectives that are in conflict on this site:

Land Use Element:

Policy LU-3 Update and establish building and site design standards that support an attractive and functional built environment in all areas of the City.

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

- Create lively and attractive places at a human scale.

- Promote a street pattern that provides through connections, pedestrian and vehicular access.

- Establish urban and architectural design standards that support an attractive and functional pedestrian environment, such as block size limits and requiring street facing windows and doors.

- Encourage pedestrian travel to and within commercial areas by providing:
Safe and attractive walkways.

- Parking lot design that provides safe walking routes and pedestrian connections between adjacent properties.

- Off-street surface parking to the backs or sides of buildings to maximize pedestrian access from the sidewalk(s).

Parks Element:

Goal 3: To provide open space or natural landscaping throughout the City limits.

PK-13 Zoning ordinances shall identify and preserve open space areas. Policy

PK-14 Landscaping, such as trees and shrubbery, should be included in the commercial areas of the City.

PK-33 Buffers and open space should be a required design element in new developments.

WHEREAS, the City Council finds that the alternative site plan proposed by the Developer is innovative, equal or better than the outcome that would result if the City's development standards had been strictly followed, and is consistent with the City's Comprehensive Plan; and

WHEREAS, the City Council finds that the alternative site plan provides public benefits including the protection of a significant redwood tree and the dedication and reconstruction of a public road in a way that avoids impacting the significant redwood tree; and

WHEREAS, except with regard to the departures from POMC 20.35, 20.39, 20.40, and 20.127 as described herein, this Agreement does not establish or modify the standards or conditions for the underlying Development Project which is being undertaken in accordance with applicable code and regulations; and

WHEREAS, in accordance with POMC 20.26.010 and RCW 36.70B.170, the City Council has the authority to determine the permitted use of the Property by use of a development agreement, therefore, approval of this Agreement abrogates the Developer's need for a Conditional Use Permit; and

WHEREAS, on August 14, 2020, under RCW 43.21C.440, the City issued a SEPA Determination of Significance (DS) for the Downtown Port Orchard Subarea Plan and updated regulations as a Planned Action. On April 26, 2021, the City issued a Final Environmental Impact Statement (FEIS) for the Subarea Plan and updated regulations. This FEIS adequately addresses the significant impacts of the updated Subarea Plan and regulations as well as implementation of development projects within the subarea. On June 25, 2021, the City adopted Ordinance No. 031-21 establishing a planned action designation for the Downtown Port Orchard Subarea Plan and updated regulations as a Planned Action. Consistent with RCW 43.21C.440(1)(b)(i), the Planned Action is in conjunction with a subarea plan adopted under Chapter 36.70A RCW and has had its significant impacts adequately addressed by an EIS under the requirements of SEPA, Chapter 43.21C RCW; and

WHEREAS, the City reviewed an environmental checklist submitted with the development agreement application. The development agreement application and subsequent related permits are determined to qualify under Planned Action under Ordinance 031-21 and shall proceed in accordance with the applicable permit review procedures specified in POMC Chapter 20.22, except that no SEPA threshold determination, EIS or additional SEPA review shall be required; and

WHEREAS, in consideration of the benefits conferred by this new Agreement, which reflect the current plans of both the City and the Developer, the Parties deem it in their best interests to enter into this Agreement; and

WHEREAS, the City Council held a public hearing on October 24, 2023 regarding this Agreement; and

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

AGREEMENT

Section 1. The Property. The Property comprises 791 Mitchel Avenue, Port Orchard, Washington (Kitsap County Tax Parcel Nos. 252401-3-007-2005 and 252401-3-008-2004). The Property is described on **Exhibit A** which is attached hereto and incorporated herein by this reference as if set forth in full. A map of the Property is shown **Exhibit B** on which is attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. Definitions. As used in this Agreement, the following terms, phrases, and words shall have the meanings and be interpreted as set forth in this Section.

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

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

c) “Development Project” means the development of the Property with a building measuring approximately 4950 square feet designed to house an orthodontic office, parking, landscaping, and associated site improvements, as shown in **Exhibit B** and associated with permit applications PW23-033, PW23-034, and PW23-035.

d) “Director” means the City’s Community Development Director.

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

Section 3. Exhibits. Exhibits to this Agreement are as follows:

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

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

c) **Exhibit C** – Public comments and petition received in support of protecting the significant tree on the Property.

d) **Exhibit D** – Conservation easement for execution and recording following approval and execution of this Agreement.

Section 4. Parties to Development Agreement. The Parties to this Agreement are:

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

b) The “Developer” is a private enterprise which owns the Property in fee, and whose principal office is located at 2893 Erlands Beach Loop NW, Bremerton, WA 98312.

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

Section 6. Significant Tree Protection. As consideration to the City, the Developer agrees to protect and maintain the large redwood tree located at the southwest corner of the Development Project site during project construction and after project completion. Such tree shall be protected in perpetuity by the execution and recording of a conservation easement. A copy of the conservation easement is attached hereto as **Exhibit D** and incorporated herein by this reference as if set forth in full. Prior to construction, the tree and its root protection area as determined by an arborist shall be protected with construction fencing to ensure that the tree is not damaged during construction. The location of the significant large redwood tree is shown on **Exhibit B**.

Section 7. Development Agreement Modifications.

a) The Development Project is not subject the maximum setbacks as shown in POMC 20.35.030 (5). This deviation is intended to allow the building to be set back further from the Mitchell Avenue right of way to allow for protection of the significant tree.

b) To protect and preserve the significant tree located on the project site, the build-to-zone standard identified in POMC 20.35.030(6) and implemented through POMC 20.40.030 shall not apply to the Development Project.

c) Port Orchard Municipal Code Chapter 20.39 shall treat the proposed use, “All Medical, except as follows” as Permitted outright “P” rather than as permitted conditionally “C” and requiring a conditional use permit.

Section 8. ROW Dedication and Reconstruction of SE Taylor Street. As a further public benefit to the City and as shown conceptually on **Exhibit B**, the Developer agrees to reconstruct SE Taylor Street to include a sidewalk, landscape strip, curb, and gutter along the north side of the

road and at least 20 feet of pavement to provide adequate fire access to properties served by SE Taylor Street. The Developer also agrees to dedicate additional right of way as needed to ensure that the travel lanes are completely within a public right of way. Such dedication shall be without cost to the City and the Developer shall pay any excise tax due.

Section 9. Default.

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

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

Section 10. Termination. This Agreement shall terminate five (5) years after Effective Date. Upon termination and upon the request of the Developer, the City shall record a notice of such termination in a form satisfactory to the Parties that the Agreement has been terminated. Provided, however, that the approval of the use of the Property for the medical office shall survive allowing the use to continue unless abandoned by the Developer or successor.

Section 11. Extension and Modification. Any request for extension or modification, if allowed under the City's code, shall be subject to the provisions contained in POMC Chapter 20.26 POMC.

Section 12. Effect upon Termination on Developer. Termination of this Agreement as to the Developer shall not affect any of the Developer's respective obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or other land use entitlements approved with respect to the Property.

Section 13. Refund of CUP Application Fee. The need for a Conditional Use Permit was abrogated by this Agreement. Therefore the Developer is entitled to a full refund of the application fees paid for the Conditional Use Permit or may have those fees transferred and applied towards the costs of this Agreement or other permit applications.

Section 14. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all rights, title, and interests therein to any person, firm, or corporation at any time during the term of this Agreement with a sale of the underlying property. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or

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

Section 15. Binding on Successors; Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties. The Developer and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a Party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred to it.

Section 16. Amendment to Agreement; Effect of Agreement on Future Actions. No waiver, alteration, or modification to any of the provisions of this Agreement shall be binding unless in writing, signed by the duly authorized representatives of the Parties, be consistent with Chapter 20.26 POMC, and, where considered substantive as determined by the Director, follow the same procedures set forth in Chapter 20.26 POMC. Nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations after the Effective Date of this Agreement.

Section 17. General release. Developer may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee, or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 18. Notices. Notices, demands, correspondence to the City and/or Developer (as applicable) shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the Parties as designated in "Written Notice" Section 33 below. Notice to the City shall be to the attention of both the City Clerk and the City Attorney. Notices to successors-in-interest of the Developer shall be required to be given by the City only for those successors-in-interest who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 19. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees, attorneys' fees, and reasonable staff and consultant costs not otherwise included within application fees; provided however, the City shall provide written notice to Developer if the expenses to the City are anticipated to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00) and the Parties shall meet and confer regarding the City's anticipated costs. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be remitted to the City, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

Section 20. Applicable Law, Resolution of Disputes, and Attorneys' Fees. It is the Parties' intent to work cooperatively and to resolve disputes in an efficient and cost-effective manner. All disputes arising out of or relating to this Agreement shall be resolved as follows:

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

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

Section 21. No Third-Party Beneficiaries. Except as otherwise provided herein, this Agreement shall not create any rights enforceable by any party who is not a Party to this Agreement.

Section 22. City's right to breach. The Parties agree that the City may, without incurring any liability, engage in action that would otherwise be a breach if the City makes a determination on the record that the action is necessary to avoid a serious threat to public health and safety, or if the action is required by federal or state law.

Section 23. Developer's Compliance. The City's duties under the Agreement are expressly conditioned upon the Developer's substantial compliance with each and every term, condition, provision, and/or covenant in this Agreement, including all applicable federal, state, and local laws and regulations and the Developer's obligations as identified in any approval or project permit for the property identified in this Agreement.

Section 24. Limitation on City's Liability for Breach. Any breach of this Agreement by the City shall give right only to damages under state contract law and shall not give rise to any liability under Chapter 64.40 RCW, the Fifth and Fourteenth Amendments to the U.S. Constitution, including but not limited to 42 U.S.C. §1983, or similar state constitutional provisions.

Section 25. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a Party to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer. In such event, Developer shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation. The

Developer shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 26. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof.

Section 27. Recording. This Agreement shall be recorded against the Property with the real property records of the Kitsap County Auditor. During the term of the Agreement, it is binding upon the owners of the property and any successors in interest to such property.

Section 28. Severability. This Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions in the Agreement remaining viable and in effect.

Section 29. Non-Waiver of Breach. The failure of a Party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

Section 30. Written Notice. All written communications regarding enforcement or alleged breach of this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of both emailing and mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

NAME OF DEVELOPER:

JL Group, LLC
Shelly Cook
2893 Erlands Beach Loop NW
Bremerton, WA 98312
Email: shellyc@johnsonlinkortho.com

CITY:

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

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

Section 31. Time is of the essence. All time limits set forth herein are of the essence. The Parties agree to perform all obligations under this Agreement with due diligence.

Section 32. Covenant of Good Faith and Cooperation. The Parties agree to take further actions and execute further documents, either jointly or within their respective power and authority, to implement the intent of this Agreement. Each Party covenants to use its best efforts and work cooperatively in order to secure the benefits and rights under this Agreement. The Parties shall not unreasonably withhold approvals or consents provided for in this Agreement. Each Party

shall execute and deliver to the other all further documents as are reasonably necessary to carry out this Agreement, including the Water Improvement Project, the property dedications (if any), and Development Project, as may be necessary to provide a Party with a full and complete enjoyment of its rights and privileges under this Agreement.

Section 33. Interpretation. This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement.

Section 37. Counterparts. The Agreement may be signed in two or more counterpart copies with the same effect as if the signature of each counterpart copy were on a single instrument. Each counterpart shall be deemed as an original as to the Party whose signature it bears, and all such counterparts shall constitute one document.

Section 38. Entire Agreement. The written provisions and terms of this Agreement, together with the Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the Parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement. The entire agreement between the Parties with respect to the subject matter hereunder is contained in this Agreement and exhibits thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2023.

JL Group, LLC

CITY OF PORT ORCHARD

By: _____

[Insert name]

Its:

By: _____

Robert Putaansuu

Its: Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Keller Rohrback
Attorney for Developer

Jennifer S. Robertson
Attorney for Port Orchard

ATTEST:

Brandy Wallace, MMC
Port Orchard City Clerk

EXHIBITS TO AGREEMENT:

Exhibit A – Legal Description of the Property being developed by Developer

Exhibit B – Map of the Property and the Development Project

Exhibit C – Public comments and petition received in support of protecting the significant tree on the Property.

Exhibit D – Conservation Easement Form

NOTARY BLOCK FOR PORT ORCHARD

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

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

Dated: _____, 2023.

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

My Commission expires: _____

NOTARY BLOCK FOR JL GROUP, LLC

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____, 2023.

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

My Commission expires: _____

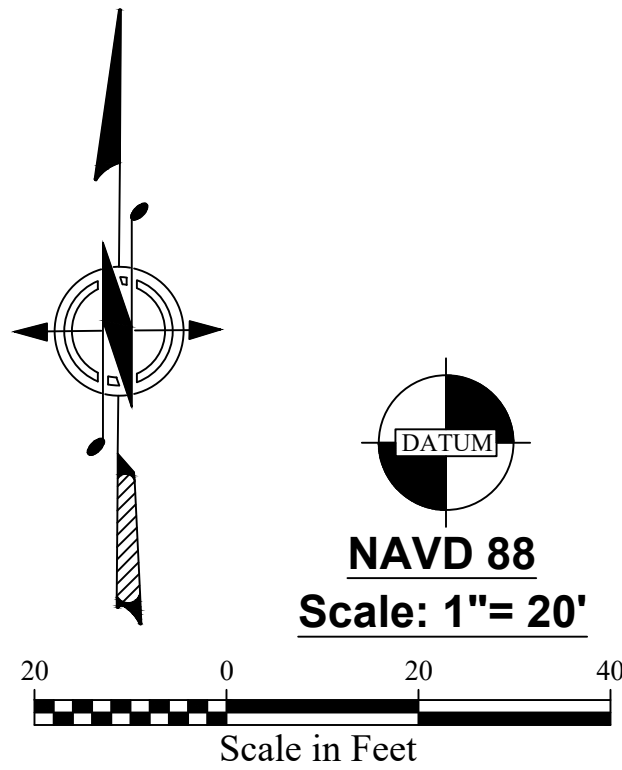
Tax Description

Parcel #: 252401-3-007-2005

791 MITCHELL AVE
PORT ORCHARD, WA 98366

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING 685 FEET SOUTH OF THE NORTHWEST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON; THENCE SOUTH 120 FEET; THENCE EAST 335 FEET; THENCE NORTH 120 FEET; THENCE WEST 335 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF LYING WEST OF THE EAST MARGIN OF MITCHELL ROAD; TOGETHER WITH THAT PORTION OF VACATED COUNTY ROAD PER VOLUME 8 OF COMMISSIONER'S JOURNAL, PAGE 591, ADJOINING SAID PREMISES ON THE EAST.

\\user-hs01\autocad\Projects\12027_BJC_Group - Mitchell Avenue\NISC TAYLOR RELOCATION\12027 SITE EXHIBIT BUILDING ROTATED.dwg, 9/28/2023 1:23:45 PM, AEnso

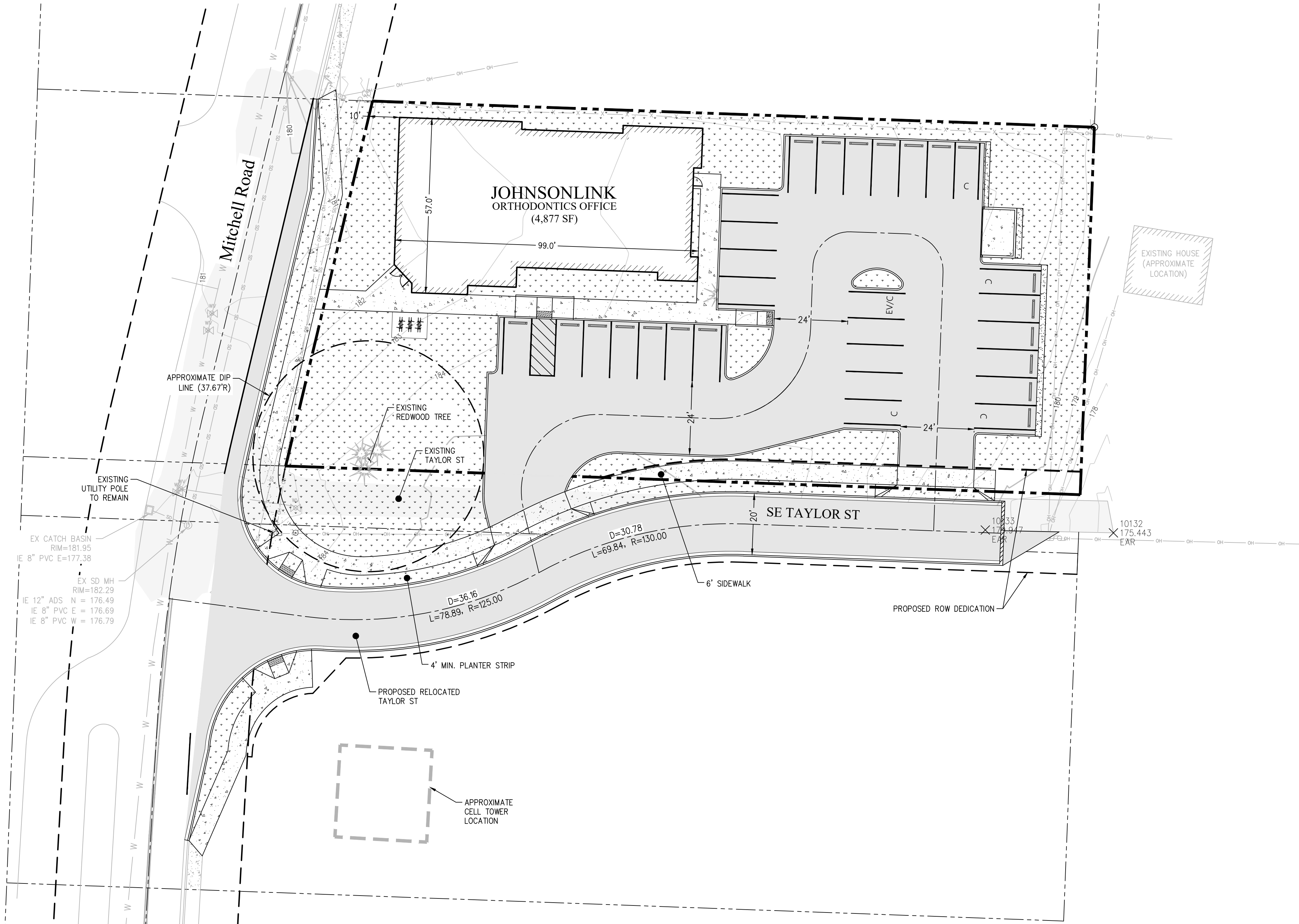


NAVD 88
Scale: 1"= 20'

NOTE

THE APPROXIMATE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES THAT MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE, PRESERVE AND PROTECT UNDERGROUND UTILITIES.

CALL 48 HOURS
BEFORE YOU DIG
811



REVISIONS					BY	DATE
NO.	DATE	BY	DESCRIPTION	DESIGNED	JFK	5/23
				DRAWN	AUE	5/23
				CHECKED	NLOII	5/23
				APPROVED		
				ACCEPTED		



N.L.Olson & Associates, Inc.
Engineering, Planning and Surveying
(360) 876-2284

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



RELOCATED TAYLOR ST EXHIBIT
JOHNSONLINK ORTHODONTICS - C.U.P. / LDAP
791 Mitchell Avenue Port Orchard, WA 98366
Portion of the Southwest Quarter of Section 25,
Township 24 North, Range 1 East, W.M. in Kitsap County, Washington

FOR:

BJC Group
3780 SE Mile Hill Drive
Port Orchard, WA 98366
Phone: (360) 895-0896

SCALE:	1"=20'
DATE:	September 28, 2023
PROJECT NUMBER:	21-12027
SHEET	C3.00

City of Port Orchard Permit Center
Attn: Planning Clerk & Hearing Examiner

RE: Johnsonlink Orthodontics 791 Mitchell Ave, Port Orchard WA 98366

"Miracles happen not in opposition to nature but in opposition to what we know of nature." St Augustine.

The (298) signature list previously submitted concerning the possible removal of a Significant Redwood tree located at 791 Mitchell Ave. was canvassed by foot. I wish you could have been there to experience the general enthusiasm during conversations, the exchange of individual experiences, what the individuals offer to the community and some perspectives on their expectations from the city and its development.

Copy of Statement attached to signature list below:

The below signatures come from the people of our community and friends who wish that the **Elder Redwood Tree** remain uncut from the neighborhood of 791 Mitchell Ave. This is an act of caring **ONLY** - coming from diverse awareness of the inhabitants who are cognizant that the tree is a being that provides, oxygen, shade, bio diversity, beauty, etc. which add to its being there. It is a part of History (here longer than most of us), Science (biology, chemistry, helps with climate change), Spirituality, Religion, (or not) to mention a few. Just like each of us. (Young people are included if they so wish.) Copies will be given to the city and the builder. **Thank You.**

Walks of life consist of: police/fire/postal work, teaching, real estate, forestry, store management/owners, government, gardening, medicine, etc. A combination of retirees, students, and "our next generation" signed from various races and ethnicities giving a community/neighborhood representation of those included.

One lady explained she teaches language to middle school students who come from both Russia and the Ukraine. The police person has a redwood on property. A retired forester came to view the tree and give an opinion. A Dutch/Bali gentlemen explained that 2 of his children are stationed in Poland.

An exchange of neighborhood awareness was passed in conversations such as a teacher indicated land clearing at the school district where employed. Another signee indicated that he was concerned with a clearing that involved a salmon creek on or near Woods St. off Mile Hill Rd. and was actively working to help with that project issue.

The pictures of the tree (previously sent; that a council member helpfully suggested) and other surrounding vegetation - display the beauty of that area - though nothing can quite actually replace being in the presence there of. It would be to one's benefit to take the time to see it in person.

It is approximately as tall as a nearby phone tower and is a combination of 3 trees joined within one base. [In redwood forests, "daughter circles" or redwood trees can be found. These form years after a "mother tree dies, in the past this usually occurred after successive fires caused by lightning damaged the mother tree or new trees grew from burls on the roots of the mother tree for the root-crown can survive after the tree succumbs. *] I think it measures approximately 97 inches around. Coastal Redwoods are the tallest trees in the world. They thrive in places where conditions are difficult, including where fires are common. They move into devastated areas and grow where other trees do not. *

Large trees are essential for the well-being of the Earth, they play essential roles in wildlife habitat, species diversity, nutrient cycles, hydrological regimes [A single tree in the Amazon Forest lifts hundreds of liters of water every day. The rain forest behaves like a green ocean, transpiring water that rains upward, as though gravity were reversed These transpired mists then flow across the continent in great rivers of vapor. The water condenses, falls as rain, and is pulled back up again through the trees. (**Tree: A Life Story** by David Suzuki & Wayne Grady), and large trees trap more pollutants than younger ones do.

"As I went deeper and deeper into the subject of trees, I entered a complex and diverse forest of knowledge, from archeological to mystical. I learned that **we wouldn't be here at all** – we, the mammals and humans on this planet – **if not for trees**. Whether huge forests or a single specimen, they are one of the oldest living things on Earth. Trees continue to be cut down by corporations or individuals motivated by greed or poverty, who are ignorant of, or indifferent to the consequences or meaning of what they do. It's possible to learn from past history [Easter Island – Jared Diamond's description of what happened to its inhabitants. Just as Easter Island provides a lesson in what not to do; Japan and Tikopia provide examples of how that same fate came close, but was avoided.] and see what will befall us or how trees may save us." (Above paragraph and (*) Taken from **Like a Tree** by Jean Bolen)

Something to think about - Do plants feel?

The simple answer is that, currently, no one is sure whether plants can feel pain. We do know that they can feel sensations. Studies show that plants can feel a touch as light as a caterpillar's footsteps. While they may not have brains like humans do, plants talk to one another through smell and even communicate

with other trees (through their root system) and insects to maintain survival. Like any living thing, plants want to remain alive, and it's possible that plants have intelligence and sentience that we cannot yet detect. One day, we might learn that plants have ways of experiencing pain that we have yet to comprehend. (a combo from Haley Lyndes **Yes, Some Plants Do "Scream"** etc. Yahoo, Kat McGowan Science **How Plants Secretly talk to Each Other**, Jane Goodall **Seeds of Hope**)

From a different perspective -

As awareness of global warming increases, more tourists than ever are opting for eco-friendly holidays which is one way saving trees and profitability may come together. \$1-2 billion of global tourism is linked to the world network of around 150,000 protected sites in a 2010 announcement by UN Under-Secretary General & UN Environment Program Executive Director.

The Earth Child Institute's new project "2.2 Billion: The Power of One Child + One Tree = Sustainable Future for All." It will connect schools or classes in one country with those in another. Children doing something for the environment together and tangibly, through Jane Goodall's Roots and Shoots Organization, which began in Africa.

"When the power of love over comes the love of power then peace will be." The Cree native elder continued on, "When our waters have all been poisoned, our trees all cut down, and the last fish caught then it'll be understood that money can't be eaten" or, breathed. The native traditional have understood and have been teaching a proper love for the land, interconnectedness and importance of all living beings which can be interpreted all beings are sacred.

Respect: We are more than consumers and commodities. What we do to ourselves we do to others and what others do to us is also done to themselves. Our bodies come from the earth. What we do to the earth we do to our bodies. Our bodies are borrowed from earth and must be returned. They temporarily house spirit. What is unseen is as real as what we see with physical eyes – even more so. (What can be seen is temporary, but what cannot be seen is eternal (Bible: 2 Corin 4:18)).

What do trees mean to you? How long can you hold your breath? The trees and us are an integration – we breathe each other.

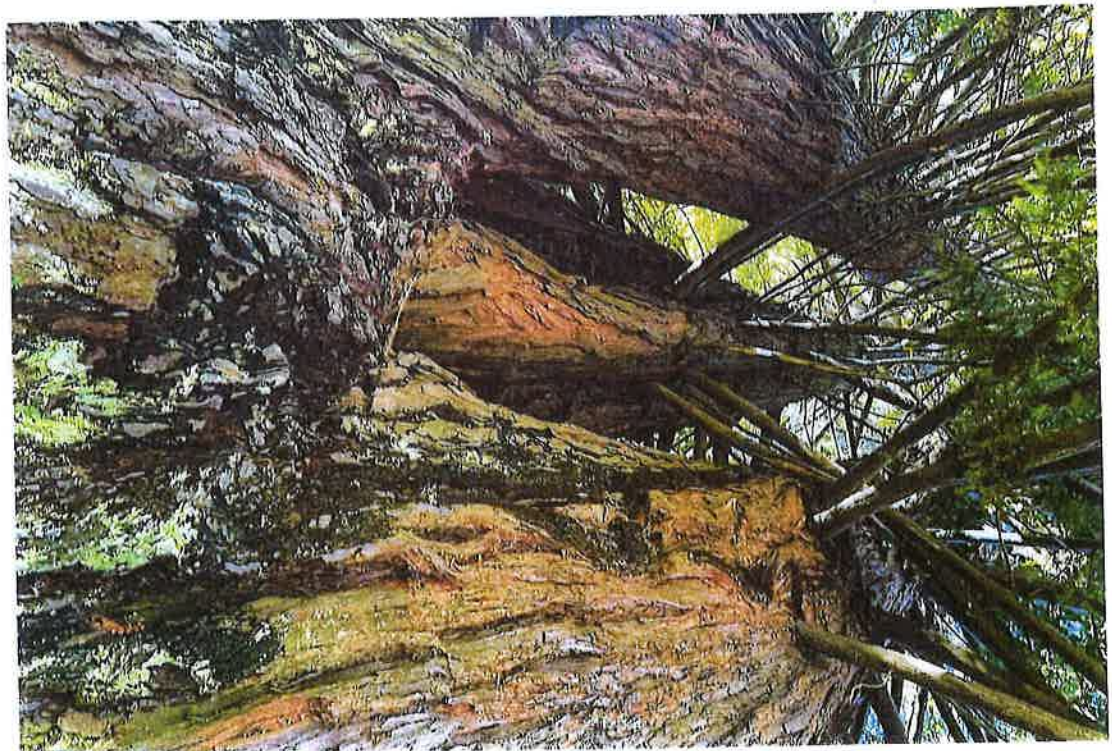
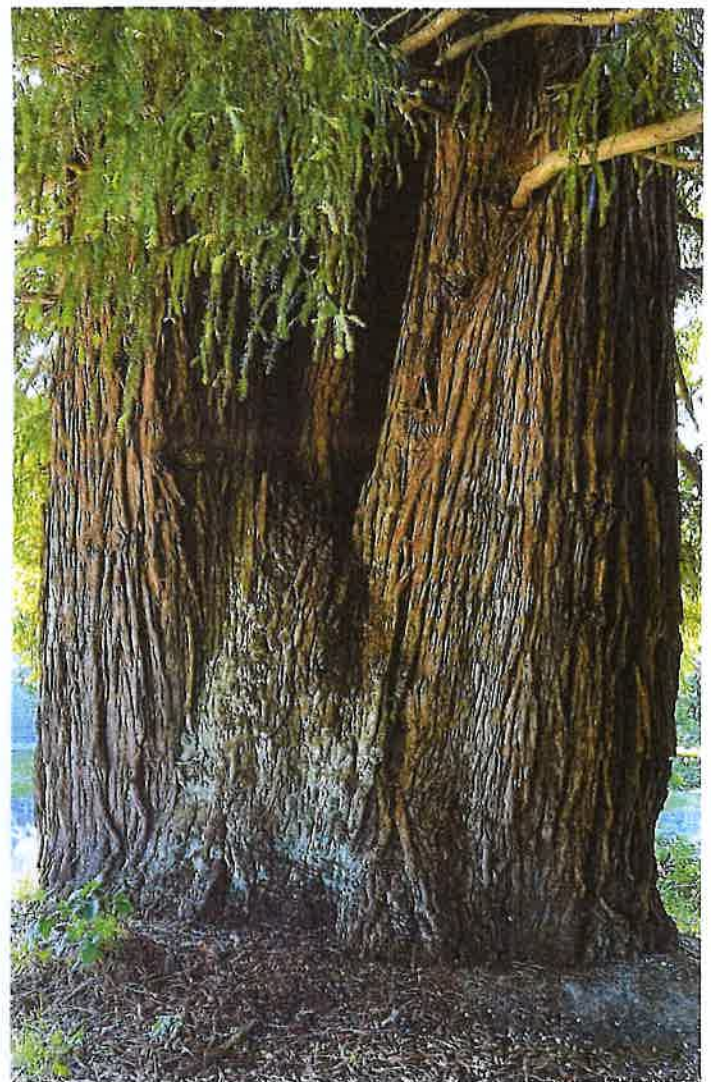
"Our lives begin to end the day we become silent about things that matter."
The Reverend Dr. Martin Luther King, Jr.

Mitakuye Oyasin – Namaste - Amen

Suggested Reading:

Seeds of Hope (Audio or Book) by Jane Goodall - Renowned naturalist and best-selling author examines the critical role that trees and plants play in our world.

Like a Tree by Jean Bolen – This book draws from her back ground as a medical doctor, psychiatrist, and Jungian analyst. She writes eloquently about deforestation, global warming, and overpopulation as well as the work of Amnesty International and the UN Commission on the status of Women. Most of all, she makes us aware that the air and water we need for life depends on trees, and trees depend on us to save them.



The below signatures come from the people of our community and friends who wish that the Elder Redwood Tree remain uncut from the neighborhood of 791 --- Mitchell Ave. This is an act of caring **ONLY** - coming from diverse awareness of the inhabitants who are cognizant that the tree is a being that provides, oxygen, shade, bio diversity, beauty, etc which add to its being there. It is a part of History (here longer than most of us), Science (biology, chemistry, helps with climate change), Spirituality, Religion, (or not) to mention a few. Just like each of us. (Young people are included if they so wish.) Copies will be given to the city and the builder. **Thank You.**

Carlyn Blawie	Isabel Bassett-willie	C Desjardis
Karen Plummer	Sarah Medson	Pat Malinowski
Patricia McGinnis	Kirra Willingham	Shouha Co
Ann Feller	Morgan Inouye	Wier
Julie Maps	William Lau	JESSICA
Carl Anderson	Jaxie Baker	Kaitlyn Olson
Oscar Bohl	Mason Mendez	Joey Plets
WZ	Cia Bolz	Nox B. B.
	Tamian Rhone	Chad E. Plunkett
F. C. Brown	Alexander Recknagle	Marein Messer
Katy Van Housh	Ashlynn VandenBos	Peggy Love
Lynne L. Lesler	David Davis	J. P. C.
Maqum Sany	Joel Blum	Phyllis Anderson
Zachary B. B.	Tina Allen	Karen Hajer
Mark H.	W. C.	Penny White
Angie Miller	Ashley Shilstone	Debra Singha

2

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frank fort	Phil Burt	DJ
I still dmercy	Ann Gilman	Hannah
Norma Rojas	Beth Burt	Sarah Jura
Shirley M. Best	M. Burt	Star 100
Patricia		
Seaford	Bliz full	
Shirley Johnson	B. Burt	Constance Burt
Len New		Karen Burt
Mauris Emera		Julena Trent
Bill Johnson	Duffy Co	Dottie Trent
Marcia Coyne	Griffith	John Merlan
Kathy Hawkins	Eric Hargis	Jean Cage
Devlin Sharp	James E. Sharp	Pam Dalton
Deb Sharp	Ton Betalica	Robbie Jane
Wanda M. Sharp	Tom M. Sharp	Leanna K. Sharp
Marilyn Doll	Alfredo	Christy R.
Karen K. Sharp	Max M.	

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Mendi S. Hanson	Asmely Gensanes	Jeffrey R. G. Ke
Elizabeth J. Blando	Alexandra	Mr. R. L.
Ally	Jan B.	Jwona Lebeda-Sutton
Ulati Uelen	Jan B.	Emily
Antonio Xue	Ulati Uelen	By. B.
Karen Cline	Rafael Wall	Ray Messer
Dylan Moore	Patricia Wall	Connor
Gray Moore	Robin Dickson	Paula Blago
Chloe Moore	John R. Dickson	Marcella Dickson
John	John	Rozalia de June
Ilen Barlevi Jr.	John	marco J. H. H.
Levi Smith	John	John
Gray	John	John
John	John	John
Kaylee Goulette	John	John
Wenna Ciar	Darius Willicams	Emma Glenison

4

The below signatures come from the people of our community and friends who wish that the Elder Redwood Tree remain uncut from the neighborhood of 291 --- Mitchell Ave. This is an act of caring **ONLY** - coming from diverse awareness of the inhabitants who are cognizant that the tree is a being that provides, oxygen, shade, bio diversity, beauty, etc which add to its being there. It is a part of History (here longer than most of us), Science (biology, chemistry, helps with climate change), Spirituality, Religion, (or not) to mention a few. Just like each of us. (Young people are included if they so wish.) Copies will be given to the city and the builder. **Thank You.**

Shane Askins	Mariah Adapon	Carrie Ann
Deann Haberly-Barnes	Taylor Hayes	Bill Lovel
Joseph Sman	Heidi Duff	AKA
Robin Scott		J.H. Rosenberg
WILLI	Wanda Wilson	Danna Zaccagnini
Cheryl Oakley	Joey Cherry	Alan Wood
Aubrey Nixon	Hans E. S. Brown	
JAN GARDNER	Cathy Ligney	Candy Murphy
Nancy Clarke	Mary Ann Felix	M.H. M. U.
Shirley Hardie	Kelly Havelock	Heidi E.
Daiane	Jan Wick	Damian
Christina Bone	Leonard Paul	Kathi Reed
Delores Nicollet	Heather Coppe	Sharon Porter
Amy M.	Joan McClary	Cytha
Vanessa Wilson	Dreanna	Allison
Michael T. Murray	Paul Gaudette	Bradley P.

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Zucinda Karp	Martha Leed	Shyla Schettel
Alexandra Kimble	Donald V. Aul	Styenne Schettel
Jim &	Bob Leard	Harley Grace
Jack	Sherry Sherrin	Patricia & Leary
Mike Walors	Donna Rosendaal	Phil B.
Jon Bennett	Robert Hammond	Alan Ben
James Bennett	Harriet Hammond	Art
Brigida Kimble	Jim	Em Tudela
W. K.	Tracy Morris	OP
Kare Michael	Jacki Baker	Bye
Jim Summers	Trista Dingler	Austin yoda
Karen Summers	Kirra Dingian	Mark
Eugene Summers	Danika Dingian	Jim
Holly Bay	Chelsea Dingian	Lindsay Greene
Julia Mangano	Chris	Nate Greene
Jim	AB	Kylie Cernulini

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[illegible]

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ALYCE DANIELS	Alyce Daniels	Alicia Leigh
Elissa Whittleton	Elissa Whittleton	Elizabeth Hayden
NICK WHITTLETON	Nick Whittleton	Nyla Hayden
SV	C#	MATT HAYDEN
Terry Heath	Terry Heath	Henry
JOSH INMAN	Amara Inman	Amelia
Mary Ann	Mary Ann	Wanda Lee
Jackson Reynolds	Thavis Posey	Shepan De Leon
Michele Farmer	Matthew	Alson R. Tilliam
Ben Stephens*	James Stephens	Donna Thorne
Mack Smith	Judy Ralston	Sky Hough
Amber Garcia	Anna Cunn	John Costa
Keche Garcia	Jacob Hahn - Post Office	
Richard Garcia	Bree Cee	
Diana L. Cripe	Becky	Patti Cinco
JUSTIN MEDZAROS	Lucy	JAMES KATIE

* Retired Forester

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Josra Stephens		
Cassie Stephens		
Shu Stephens		
Max Dieffenbach		
Cheryl Comola		
Donna Comola		
Anna McGinn		
John McGinn		
Roland Mangler		

From: akinomneelie@aol.com
To: [Permit Center](#)
Subject: Lu23-cup-02
Date: Monday, August 14, 2023 9:15:39 AM

Some people who received this message don't often get email from akinomneelie@aol.com. [Learn why this is important](#)

Please don't cut down the tree. Isn't there any way to build around it? Everyone clear-cuts a lot then whines about the temperature outside. More trees in an area creates a cooler microclimate. Old growth should be protected. Thanks!!

[Sent from AOL on Android](#)

From: showersbaseball@wavecable.com
To: [Planning Mailbox](#)
Cc: [Rob Putaansuu](#)
Subject: FW: Redwood Tree
Date: Sunday, August 13, 2023 10:29:42 AM
Attachments: [Untitled attachment 00004.txt](#)
[Untitled attachment 00007.txt](#)
[Untitled attachment 00010.txt](#)
[Untitled attachment 00013.txt](#)
[Untitled attachment 00016.txt](#)
[Untitled attachment 00019.txt](#)

[Some people who received this message don't often get email from showersbaseball@wavecable.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Hello,

I recently read the article in the Kitsap Sun about saving the Redwood tree in Port Orchard. After visiting the site and looking at the tree, I can't support keeping it. For one, its' location looks unsafe to me. I have attached pictures showing it has been limbed several times to prevent power lines from being entangled.

I am not an arborist and don't know what species the redwood is, but I read in the article where it will continue to grow, and metal cables or synthetic ropes will have to be attached to the trunks to prevent them from eventually splitting. I don't think it is worth it.

I can understand wanting to keep the tree, but I don't think climate change or environmental stability has anything to do with it. To me it is safety. The tree, because of its' location with power lines, will continually have to be limbed, putting the lives of men and women in jeopardy. If it continues to grow, there will come a time when it will not be manageable.

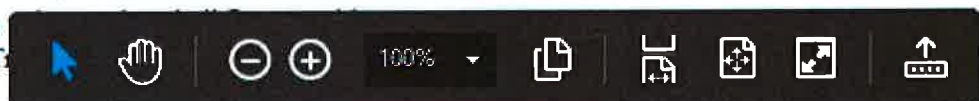
Rob,

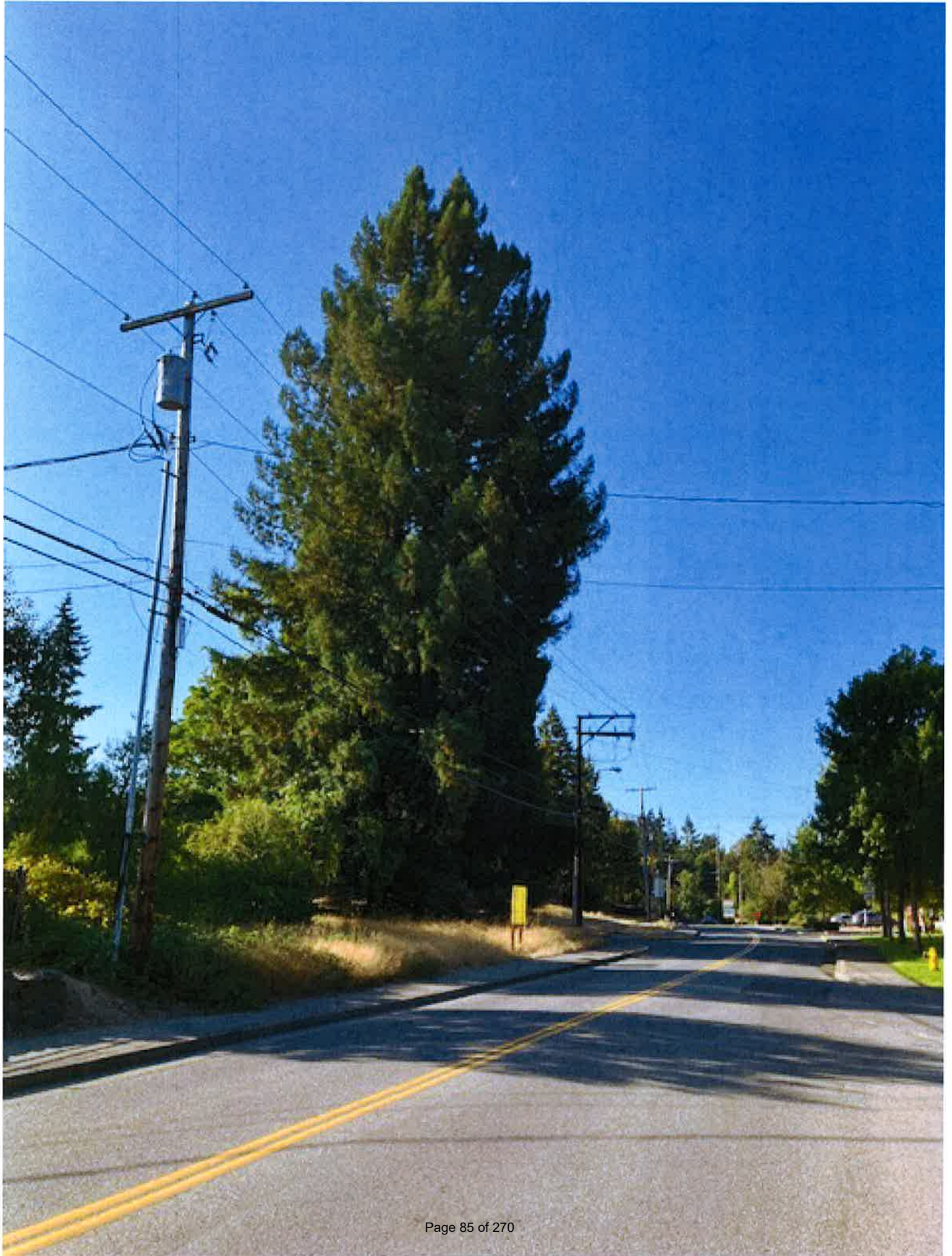
Can you please share this email and the pictures with the council?

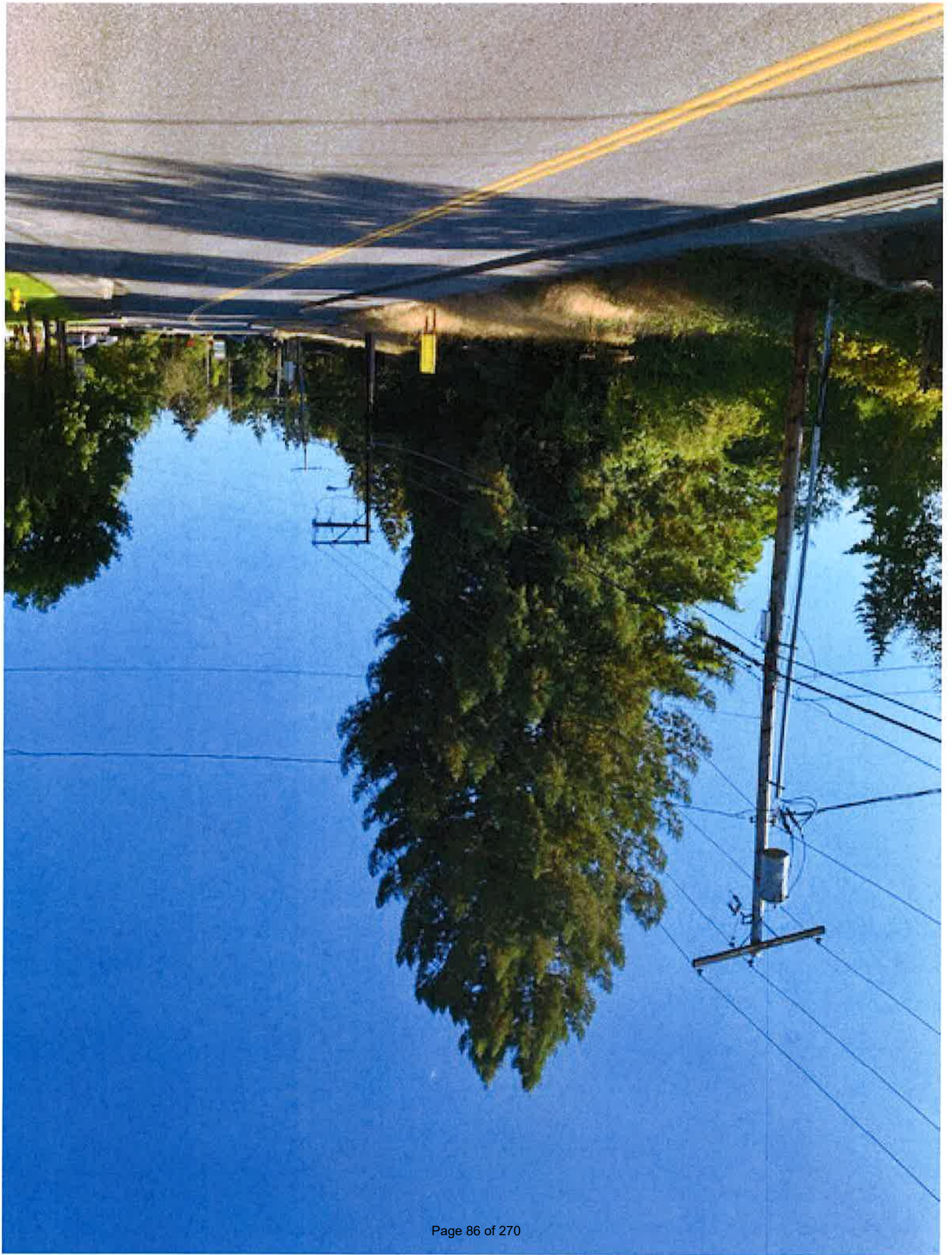
Thanks
Bob Showers
360-731-7226

-----Original Message-----

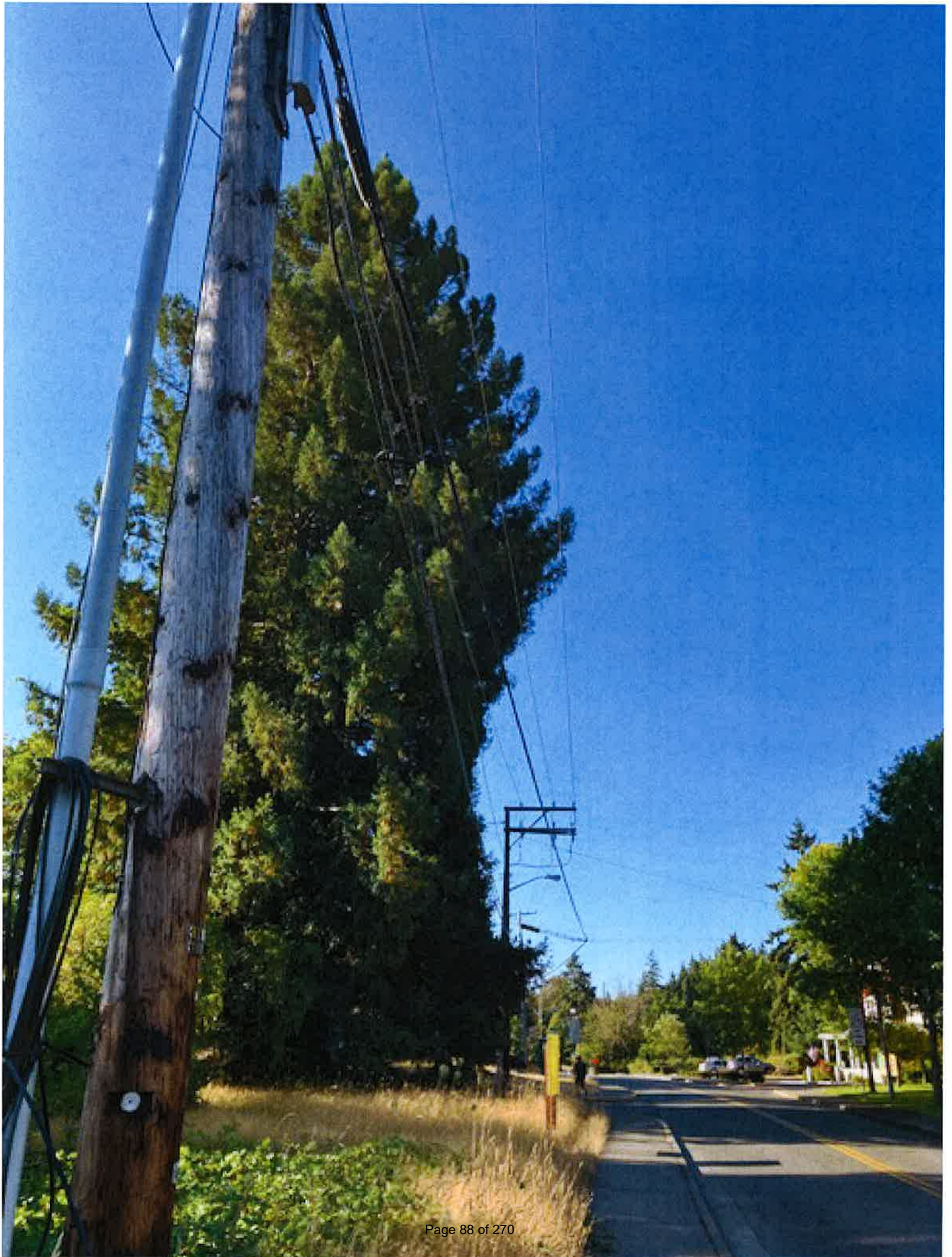
From: Robert Showers <robert.showers55@gmail.com>
Sent: Sunday, August 13, 2023 10:01 AM
To: Robert Showers
Subject: Redwood Tree

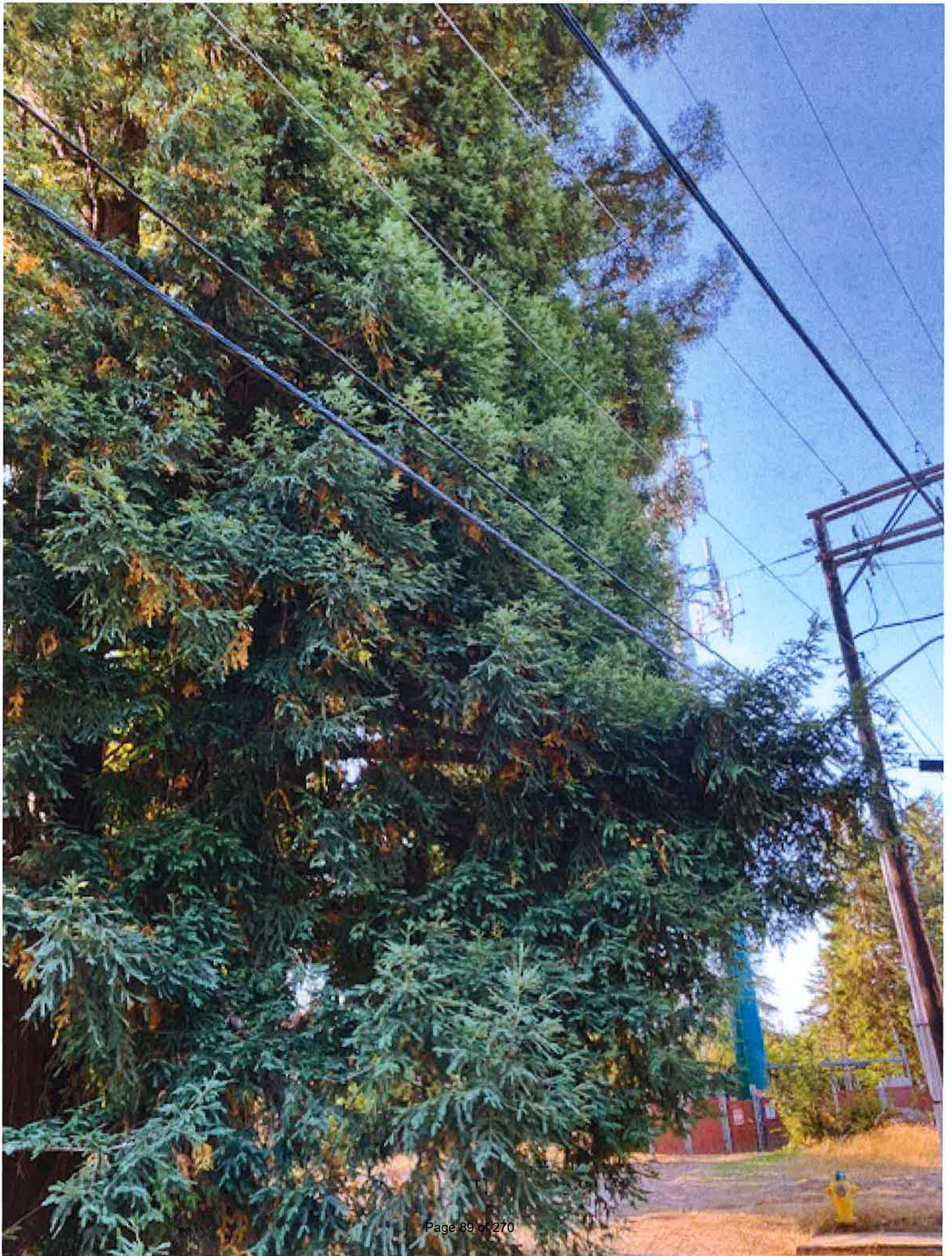


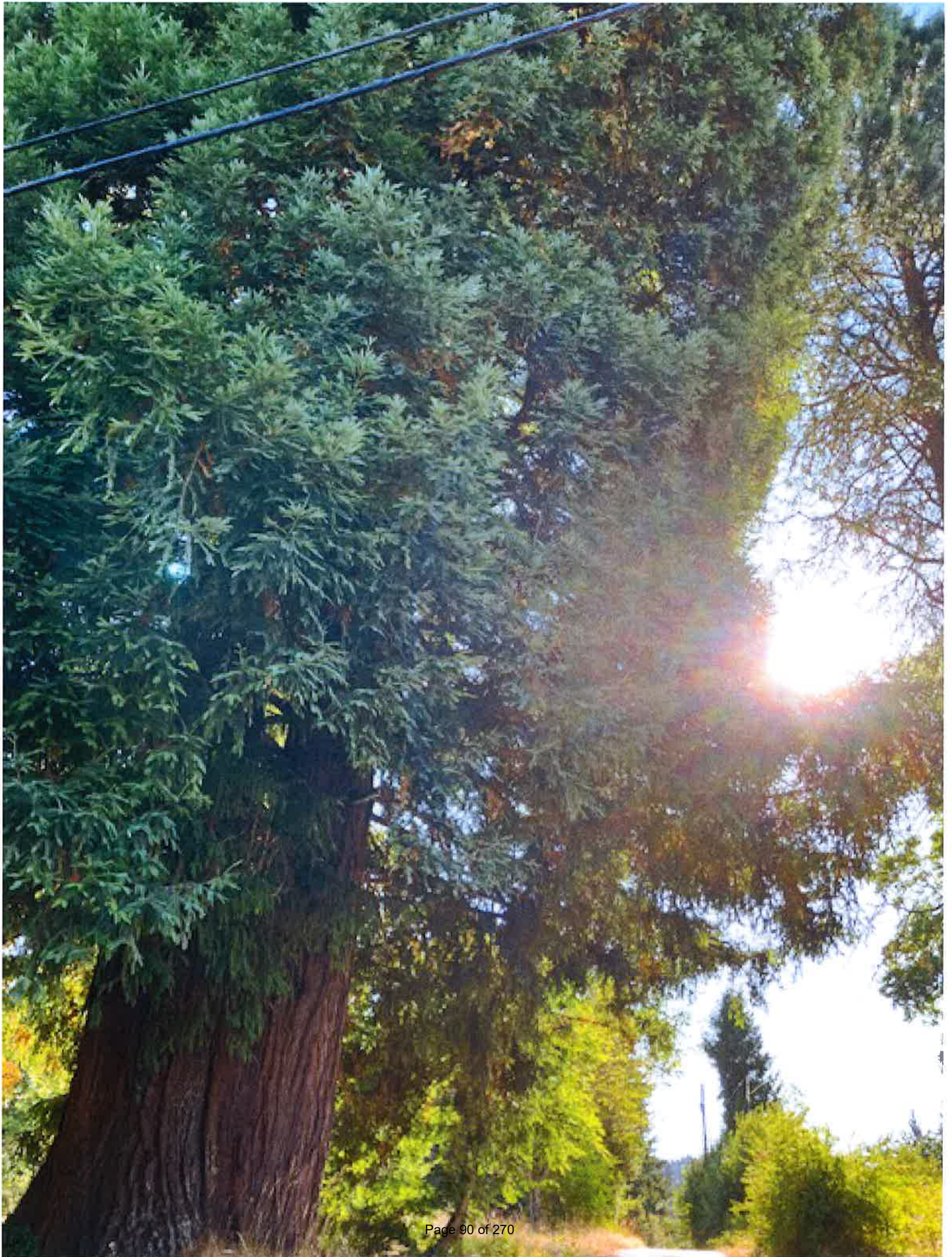














From: [Brenda Walls](#)
To: [Planning Mailbox](#)
Subject: Please Save the tree on 791 Mitchell Ave.
Date: Sunday, August 13, 2023 9:22:23 PM

[Some people who received this message don't often get email from brendawalls44@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

The orthodontist office can build but maybe not as big—use the tree as an amazing focal point!

Frankly I wish the city did more to save old growth trees. People shouldn't be able to cut older trees down just because it doesn't fit in with their plans. We NEED these trees now more than ever.

In some counties you can't cut down trees over x amount of years without special permission and a darn good reason why.

Until that happens here, I really would like to request that you do the right thing and make them keep the tree if they are going to build.

Respectfully.

Brenda Walls



Does WA state have a right to clean and healthful enviro



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The Healthy Environment for All Act (HEAL Act) was passed in 2021 and is Washington's first state law that defines environmental justice. The HEAL Act establishes a coordinated approach for state agencies to reduce environmental and health disparities in Washington and improve the health of Washington state residents.



Washington State | Office of the Attorney General (.gov)
<https://www.atg.wa.gov/environmental-justice-initiative>

Environmental Justice Initiative | Washington State

About featured snippets • Feedback

People also ask :

What is the environmental justice Act in Washington state?

What is the HEAL Act? The Healthy Environment for All Act (also known as the HEAL Act) was passed by the Legislature in 2021. It is the first statewide law to create a coordinated and collaborative approach to environmental justice, making it a priority and part of the mission of key state agencies.



wa.gov
<https://ecology.wa.gov/about-us/who-we-are/heal>

Washington's Environmental Justice Law (HEAL Act)

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Feedback



Washington State House Democrats (.gov)
<https://housedemocrats.wa.gov/lekanoff/2021/02/09/>

Lekanoff Introduces the Washington Green Amendment

Feb 9, 2021 — Establishing a **Green Amendment** would ensure that Washingtonians have legal redress when their rights to a clean and healthy environment are ...



KNKX Public Radio
<https://www.knkx.org/environment/green-amendm...>

Green Amendment would add 'healthy environment' to ...

Jan 7, 2022 — That's not stopping two state lawmakers from proposing a new **Green Amendment** for Washington, to enshrine the right to a clean and healthy ...

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Lekanott, Kamei support future green amendment in WA ...

Dec 6, 2022 — A green amendment could guarantee a constitutional right to a clean environment for Washington State residents in the state's next ...



Natural Resources Defense Council

<https://www.nrdc.org/blo/corinne-bell/every-stat...>

Every State Should Have a Right to a Healthy Environment

Mar 29, 2021 — Pennsylvania, Montana, and Massachusetts have recognized a right to a healthy environment in their constitutions. Other states including Hawaii, ...

National Caucus of Environmental Legislators

<https://www.ncelenviro.org/articles>

States Look to Carry Green Amendment Momentum into ...

Feb 9, 2022 — Defined: A Green Amendment is an amendment to a state constitution's bill of ... right to clean air, clean water, and a healthy environment.

<https://www.ncelenviro.org/articles>

Green Amendment Day — an Annual Call to Honor the ...

Jul 13, 2023 — The New York reform reads, in its entirety, "Each person shall have a right to clean air and water, and a healthful environment." Pennsylvania, ...



The Nickel Report

<https://www.hunttonickelreportblog.com/2021/03>

Green Amendments: A Fundamental Right to a Healthy ...

Mar 30, 2021 — In Washington, there is a proposal to amend the state constitution to recognize the "right to a clean and healthy environment, ...



Stateline

<https://stateline.org/2023/04/06/some-states-want-...>

Some States Want to Give You a Constitutional Right ...

Apr 6, 2023 — Green amendments, which establish in state constitutions the fundamental right to clean air, water and soil and other environmental priorities — ...



JURIST

<https://www.jurist.org/commentary/2021/11/kret...>

Fundamental Environmental Rights: State Constitutions as ...

Nov 1, 2021 — According to the UN, environmental rights means "any proclamation of a human right to environmental conditions of a specified quality." Over 100 ...

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What does environmental justice cover?

What is the Washington State Climate Commitment Act?

What are the three types of environmental justice?

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Environmental Justice

The passage of the [Healthy Environment for All \(HEAL\) Act](#) in 2021 is a historic step toward eliminating environmental and health disparities among communities of color and low income households. It is the first statewide law in Washington to create a coordinated state agency approach to environmental justice.

The law covers seven state agencies: the Washington State Department of Health (DOH); the state departments of Agriculture, Commerce, Ecology, Natural Resources, and Transportation; and Puget Sound Partnership. It allows other agencies to opt in. The HEAL Act builds on and implements some of the key recommendations from the [Environmental Justice Task Force \(PDF\)](#). Some key elements include:

- Incorporating environmental justice part of agency work, including incorporating environmental justice into agency strategic plans, developing community engagement plans and tribal consultation frameworks, and conducting environmental justice assessments for certain significant actions.
- Promoting the equitable sharing of environmental benefits and investing in

We're Hiring!

Join the DOH
HEAL
Implementation
Team!

[Equity &
Environmental
Justice
Strategist for
Tribal Relations](#)

Community Engagement Plan

[DRAFT
Community
Engagement
Plan for HEAL
Act
Implementation
\(PDF\)](#)

Implementation

communities that have experienced the greatest environmental and health burdens. Agencies must focus expenditures toward creating environmental benefits for overburdened communities and vulnerable populations. The law sets a goal of 40% of expenditures to these communities.

Plan

[Environmental Justice Implementation Plan \(PDF\)](#)

- Providing a voice for disproportionately affected communities and centering environmental justice. The law creates an environmental justice council to advise the state and an interagency work group to coordinate among agencies.
- Supporting evaluation tools and processes. The law requires the Department of Health must maintain and update the [Environmental Health Disparities map](#) for evaluating and tracking environmental health disparities. Agencies and the council must track, measure, and report on environmental justice implementation.

Defining Environmental Justice

The law establishes a clear definition for Washington that builds on the Environmental Protection Agency's definition of environmental justice:

"Environmental justice means the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, rules, and policies. Environmental justice includes addressing disproportionate environmental health impacts in all laws, rules, and policies with environmental impacts by prioritizing vulnerable populations and overburdened communities, the equitable distribution of resources and benefits, and eliminating harm."

This [video explains the disproportionate impacts of environmental burdens](#) on people with low incomes and people of color. For more information visit the [EPA's Environmental Justice website](#).

Environmental Justice Council

The law also creates an Environmental Justice Council to provide recommendations and guidance to the state and an Interagency Workgroup to assist with technical coordination among the state agencies.

[Subscribe to Environmental Justice Council Email Updates](#)

Agency Coordination and Requirements

The law gives agencies standards of practice and seeks to accelerate and coordinate work. DOH is required to convene an interagency workgroup to support Environmental Justice Council work and ensure coordination among agencies.

Agencies are required to:

- Develop and implement a community engagement plan.
- Develop and implement tribal consultation framework and offer tribal consultation.
- Incorporate environmental justice in implementation plans of agency strategic plans.
- Incorporate environmental justice into budget development process and in funding and grant decisions.
- Conduct environmental justice assessments on significant agency actions
- Develop metrics, measure progress, and report progress to the Environmental Justice Council and Office of Financial Management.
- Serve at Environmental Justice Council meetings as non-voting liaisons and participate in an interagency workgroup.

Role of the Washington Tracking Network

Washington Tracking Network (WTN) is a DOH program focused on making public health data more accessible. This data includes our Environmental Health Disparities (EHD) map, an interactive mapping tool that compares communities across our state for environmental health disparities, and provides insights into where public investments can be prioritized. With the passage of the HEAL Act, the EHD map is identified as a resource to agency decision-making and requires DOH to maintain and expand the map. The law also requires the Washington State Institute for Public Policy to conduct a technical review of the map.

Under the new law, WTN will:

- Add functionality to track changes in environmental health disparities over time.
- Further develop the EHD map engaging with communities, researchers, and others.
- Perform a comprehensive evaluation of the map every three years to ensure that the most current modeling and methods are being used.
- Expand online video training on how to use the EHD map.
- Provide support and consultation to agencies on how to use the EHD map.

Timeline

The following are some of the key milestones required:

- January 1, 2022 - Department of Health convenes the Environmental Justice Council.
- July 1, 2022 - Agencies develop Community Engagement Plans.
- September 1, 2022 - Agencies begin to provide annual reports to Environmental Justice Council.

- November 1, 2022 - Washington State Institute for Public Policy reviews the EHD map.
- 2022 - Agencies develop tribal consultation frameworks in coordination with tribal governments.
- January 1, 2023 - Agencies incorporate implementation plans into agency strategic plans.
- July 1, 2023 - Agencies implement and publish budgeting environmental justice principles, and begin conducting environmental justice assessments.
- November 30, 2023 - Council submits final report to legislature and governor.
- September 1, 2024 - Agencies publish dashboard reports.
- 2024 - Department of Ecology begins reporting summary auctions reports by calendar year to the council.
- July 1, 2025 - Agencies define additional significant agency actions.
- December 1, 2027 - Department of Ecology begins reporting on implementation of the Climate Commitment Act to the council.

Note: The Climate Commitment Act (CCA) requires the Environmental Justice Council to advise on several elements of climate programs and receive reports on certain aspects of the implementation of this law. This timeline will be updated as more information is available.

Environmental Justice Speaker Series

This series was developed to highlight the leadership and expertise of community advocates and leaders and to learn from the work they're doing to advance environmental justice for tribes and communities across Washington state.

Recording: April 19, 2023 - Environmental Justice and Sense of Place featuring Twa-le Abrahamson-Swan (Spokane) from River Warrior Society and Shelly Boyd (Sinixt).

Recording: April 26, 2023 - Occupational Safety, Worker Health, and Environmental Justice featuring Edgar Franks from Familias Unidas por la Justicia and Rosalinda Guillen from Community to Community.

Recording: May 3, 2023 - Tribal Indigenous Perspectives on Environmental and Climate Justice featuring Pah-tu Pitt (Warm Springs/Wasco) from Native Kut and Jay Julius (Lummi) from Se'Si'Le and Julius Consulting LLC.

Recording: May 10, 2023 - Youth Perspectives on Environmental and Climate Justice featuring Neli Jasuja, Andrea Martinez, Fatima Camara, Jaydalen Blossom, and Emma Coopersmith from Young Women Empowered's Y-WE Grow program.

Recording: May 17, 2023 - Environmental Justice and Community Co-Governance: A Conversation Between Community and State Agency Staff featuring Faduma Fido from Peoples Economy Lab, Nirae Petty from the Urban League of Metropolitan Seattle, Charmila Ajmera from the Washington State Department of Health, and Rowena Pineda from the Washington State Environmental Justice Council.

Recording: May 24, 2023 - The Role of Community-Based Participatory Research in Achieving Environmental Justice and Reducing Environmental Health Disparities featuring Dr. Anjum Hajat from the University of Washington Department of Epidemiology and Paulina López and Lissette Palestro from the Duwamish River Community Coalition.

Reports and Information

Environmental Justice Factsheet (PDF)

- Spanish: Estado de Washington invierte en justicia ambiental a través de Ley HEAL (PDF)
- Vietnamese: Tiểu Bang Washington đầu tư vào công bằng môi trường thông qua HEAL Act (PDF)
- Russian: Власти штата Вашингтон делают вклад в экологическую справедливость в рамках HEAL Act (PDF)

Environmental Justice Task Force Final Report (PDF)

Judge rules in favor of Montana youths in landmark climate decision

'This is a monumental decision,' said a lawyer for the young plaintiffs. The ruling could influence how judges handle similar cases in other states.



By [Kate Sellg](#)

Updated August 14, 2023 at 6:13 p.m. EDT | Published August 14, 2023 at 12:46 p.m. EDT

In the first ruling of its kind nationwide, [a Montana state court decided Monday](#) in favor of young people who alleged the state violated their right to a "clean and healthful environment" by promoting the use of fossil fuels.

The court determined that a provision in the Montana Environmental Policy Act has harmed the state's environment and the young plaintiffs by preventing Montana from considering the climate impacts of energy projects. The provision is accordingly unconstitutional, the court said.

"This is a huge win for Montana, for youth, for democracy and for our climate," said Julia Olson, the executive director of Our Children's Trust, which brought [Held v. Montana](#). "More rulings like this will certainly come."

The sweeping win, one of the strongest decisions on climate change ever issued by a court, could energize the environmental movement and usher in a wave of cases aimed at advancing action on climate change, experts say.

The ruling — which invalidates the provision blocking climate considerations — also represents a rare victory for climate activists who have tried to use the courts to push back against government policies and industrial activities they say are harming the planet. In this case, it involved 16 young Montanans, ranging in age from 5 to 22, who brought the nation's first constitutional and first youth-led climate lawsuit to go to trial. Those youths are elated by the decision, according to Our Children's Trust.

Though the cumulative number of climate cases around the world has more than [doubled](#) in the last five years, youth-led lawsuits in the United States have faced an uphill battle. Already, at least 14 of these cases have been dismissed, according to a July report from the U.N. Environment Program and Columbia University's Sabin Center for Climate Change Law. The report said about three-quarters of the approximately 2,200 ongoing or concluded cases were filed before courts in the United States.

But the number of successes internationally is growing, as is the diversity of those taking these cases to court, including a rise in legal action brought by youths, women's groups, local communities and Indigenous people. Of the cases that have been decided, more than half have had outcomes favorable to climate action, according to a 2023 report from the Grantham Research Institute on Climate Change and the Environment.

The Montana case will face an appeal to the state Supreme Court, Emily Flower, a spokesperson for Montana Attorney General Austin Knudsen (R), confirmed Monday. She decried the ruling as "absurd" and said Montanans cannot be blamed for changing the climate.

"Their same legal theory has been thrown out of federal court and courts in more than a dozen states," said Flower. "It should have been here as well."

Despite the track record of dismissals for youth-led climate cases in the United States, experts said the Montana youths had an advantage in the state's constitution, which guarantees a right to a "clean and healthful environment." Montana, a major coal producer, is home to the largest recoverable coal reserves in the country. The plaintiff's attorneys say the state has never denied a permit for a fossil fuel project.

The youths focused on this constitutional right across five days of emotional testimony in June, where they made claims about injuries they have suffered as a result of climate change. A 15-year-old with asthma described himself as "a prisoner in my own home" when isolating with covid during a period of intense wildfire smoke. Rikki Held, the 22-year-old plaintiff for whom the lawsuit is named, detailed how extreme weather has hurt her family's ranch.

Held testified that a favorable judgment would make her more hopeful for the future. "I know that climate change is a global issue, but Montana has to take responsibility for our part in that," she said.

Attorneys for the state countered that Montana's contribution to global greenhouse gas emissions is small. If the law in question were altered or overturned, Montana Assistant Attorney General Michael Russell said, there would be "no meaningful impact or appreciable effect" on the climate.

The state began and rested its defense on the same day, bringing the trial to an unexpectedly early close on June 20. In a pivot from its expected defense disputing the climate science behind the plaintiffs' case, the state focused instead on arguing that the legislature should weigh in on the contested law, not the judiciary.

Russell derided the case in his closing statement as a "week-long airing of political grievances that properly belong in the legislature, not a court of law."

Michael Gerrard, the founder of Columbia's Sabin Center, said the change in strategy came as a surprise: "Everyone expected them to put on a more vigorous defense," he said. "And they may have concluded that the underlying science of climate change was so strong that they didn't want to contest it."

The state's defense was unsuccessful. Judge Kathy Seeley determined that the state's emissions could be fairly traced to the legal provision blocking Montana from reviewing the climate impacts of energy projects. She further wrote that the state's emissions and climate change have caused harm to the environment and the youth plaintiffs.

“Every additional ton of GHG emissions exacerbates Plaintiffs’ injuries and risks locking in irreversible climate injuries,” she wrote in the ruling.

Republican state lawmakers and a petroleum industry representative said that while they are hopeful the state’s appeal will be successful, Seeley’s decision could result in fewer energy projects being permitted or subject permitting decisions to cumbersome litigation.

“If this decision stands, it will cause great economic harm to the state of Montana,” said Alan Olson, the executive director of the Montana Petroleum Association.

Though it remains to be seen whether the Montana Supreme Court will uphold Seeley’s findings, experts said the favorable verdict for the youths could influence how judges approach similar cases in other states and prompt them to apply “judicial courage” in addressing climate change.

The nonprofit law firm Our Children’s Trust, which represents the plaintiffs, has taken legal action on behalf of youths in all 50 states, and has cases pending in four other states. The firm’s constitutional youth climate case against the Hawaii Department of Transportation is scheduled to go to trial in June 2024.

Juliana v. United States, a 2015 case brought by Our Children’s Trust that drew international attention, is also back on path to trial after facing repeated setbacks. The case took aim at the federal government, alleging that it had violated the 21 youths’ rights to life, liberty and property, as well as failed to protect public trust resources, in taking actions that contribute to climate change.

Phil Gregory, an attorney for the plaintiffs, said the court’s verdict could empower youths everywhere to take to the courts to secure their futures.

“There are political decisions being made without regard to the best scientific evidence and the effects they will have on our youngest generations,” he said. “This is a monumental decision.”

From: [Carol Haines](#)
To: [Permit Center](#)
Subject: LU-23-CUP-02
Date: Friday, August 11, 2023 10:45:16 AM

Some people who received this message don't often get email from bio.haines@gmail.com. [Learn why this is important](#)

Please modify this Development Plan to include the protection of the beautiful redwood on the corner of Taylor and Mitchell. While developments come and go, this tree has virtually decades more life to beautify this area. Please allow it to inspire many more generations.

Sincerely, Carol Haines
(360-871-2907)

From: Dave Kimble
To: Planning Mailbox; Rob Putaansuu
Cc: "Lucinda ST"; "Eli Meyer"; plin@gannett.com
Subject: Redwood Tree on Orthodontist's Proposed Building Site off of Taylor St.
Date: Monday, August 14, 2023 11:30:29 AM
Attachments: [PO Residents try to save an elder tree 08-11-23.pdf](#)
Importance: High

Some people who received this message don't often get email from jndkimble@wavecable.com. [Learn why this is important](#)

Comments Regarding Proposed Road Improvements' on Taylor Ave/St.

From: Dave Kimble
To: Mr. Nick Bond, Director of Port Orchard Community Development

Subj: Public Comments regarding Man vs. Redwood Tree on Taylor St. /Ave.

Dear Director Bond,

My name is Dave Kimble of Manchester, WA. These are my comments pertaining to the possible removal of the 100 or so year-old Redwood located on the road margin of Taylor St. off Mitchell Ave.

I did speak with the Major and got some good info on this issue. Certainly you have seen the story in Kitsap Sun. And there may soon be yet another story in the press regarding this matter. Kitsap Sun story attached.

Some of the points discussed with Mr. Mayor was a possible option of where to enlarge/widen that sub-standard road that abuts the proposed building sit of the Ortho. would be to seek property line adjustments or such with the property owners on the other side of Taylor where the Tree abuts. I've visited the site. I also note that cell tower has a pretty wide distance between the existing road and the tower. Not sure what the requirement is but perhaps the could give a little of land to save this tree?

In speaking with the Mayor he agreed that perhaps 8-10 feet of frontage from property owners on the opposite side of the tree location in reference to the current road margins might work to solve this problem. Of course it means the neighbor must be open to the idea or ceding some frontage of

their properties for the purpose of road widening/sidewalk construction.

Though the Ortho. is on record stating he is amicable to a solution, yet I have not read or heard him coming up with any other suggestions other than whacking down this 100 or so year old Redwood. I have checked out environs and agencies controlling those and you know there are no protections for this tree. This makes me wonder just how many Redwoods (of any age) actually are growing in the three counties of Kitsap County.

I fail to understand what any dentist would need more than three active dental practice locations, but it is his private property of course. I get it about it being in way to meet road codes. But I wonder if he has considered the possible blowback from the community should he not work a bit harder to a compromise to cutting down this tree. Leaving a sour taste in this community's mouth over this issue might mean less patronage of his new office location.

Copied to Kitsap Sun and Port Orchard Independent

Sincerely
Dave Kimble
Manchester



Virus-free www.avg.com

From: [Diane L](#)
To: [Planning Mailbox](#)
Subject: Please save the tree at 791 Mitchell
Date: Saturday, August 12, 2023 3:05:57 AM

[Some people who received this message don't often get email from suncrowz@hotmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

I've driven by hundreds of times, and always admired this magnificent tree. We have more than enough ugly development. Please do not allow this tree to be removed.

Diane Littau
12815 Oakridge Dr SW
Port Orchard, WA 98367

From: [Donna Branch-Gilby](#)
To: [Planning Mailbox](#)
Subject: Preserving the cedar tree on Mitchell Avenue, Port Orchard
Date: Wednesday, August 16, 2023 4:29:21 PM

[Some people who received this message don't often get email from dkb-g@outlook.com. Learn why this is important' at <https://aka.ms/LearnAboutSenderIdentification>]

Dear Members of the Planning Commission,

As a long-time resident of Kitsap County, I was shocked to see the news that this legacy tree on Mitchell Ave could be scheduled for being cut down to make way for a business building expansion. I'm familiar with building design and know that ways can be found to accommodate existing vegetation. I was involved in designed a condo project where we had to avoid 200-year-old saguros cacti in the building of 28 condos. It can be done.

The value of that tree is wroth more to the health of people living in Port Orchard and the flora and fauna in that neighborhood than the convenience of the business. Please be in touch iwht our climate change reality. We need all the trees we can preserve.

Sincerely,

Donna (Ross) Branch-Gilby, Rokalu Farms owner
15871 Glenwood Road SW
Port Orchard WA 98367

From: donnamtm@gmail.com
To: [Permit Center](#)
Subject: Save the tree!!!!
Date: Thursday, August 10, 2023 4:01:08 PM

[Some people who received this message don't often get email from donnamtm@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Sent from my iPhone

From: [ELIZABETH KEITH](#)
To: [Planning Mailbox](#)
Subject: Petition signature to save redwood tree
Date: Saturday, August 12, 2023 7:52:18 AM

Some people who received this message don't often get email from elizabeth.anne78@comcast.net. [Learn why this is important](#)

This is regarding the tree at the proposed site is located at 791 Mitchell Ave. a 100 yearly tree MUST be preserved. The business planning to build here must be aware that their ability to function monetarily will be impacted by the endorsement of allowing climate change concerns by cutting down healthy mature redwood trees. Surely the planning commission will do their due diligence and research and get out of their offices to observe planning sites to preserve and protect a tree species that will live for another 300 years.

I am signing as Elizabeth Keith to deny these permits unless concessions are made to preserve mature trees in the planning process.

I moved out of Kingston because of this issue in the White Horse Golf Course expansion that cut down hundreds of acres and the promise of replanting, but no replanting or additional infrastructure has been added to my home town to make this huge development a neighbor. and yes we know this was done years ago, when someone walked away with a lot of money under the table and butchered the forest lands. this is your chance to make up even a token nod to the current cultural cry that finds climate change behind every temperature.

Since I am also a voting citizen, I can only offer the whole permitting process and expensive process increases for Kitsap County in the last 5 years as egregious robbery of tax paying residents, but developers are either exempt or have deep pockets. so act like you have a vested interest in your community and not just your fat bank accounts.

Elizabeth Keith
4551 NW Dorado Lane
Bremerton wa 98312

Public comments for the proposed development can be submitted by Aug. 16, at 4:30 pm to the city's Department of Community Development at planning@portorchardwa.gov. The city will schedule a public hearing to determine the plan's fate. The date of the hearing has not yet been announced.

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From: georgiagatzke@comcast.net
To: [Planning Mailbox](#)
Subject: LEAVE THE OLD REDWOOD TREE ALONE!
Date: Tuesday, August 15, 2023 10:18:33 AM

Some people who received this message don't often get email from georgiagatzke@comcast.net. [Learn why this is important](#)

If the planner involved is the least bit capable, then this office can be built while preserving the tree. We need to start looking at building sites with an eye to keeping as much green space as possible, not the other way around.

Georgia Gatzke

From: [Glenn Spatola](#)
To: [Planning Mailbox](#)
Subject: Plan to build an orthodontic office in Port Orchard may result in cutting down an over-90-year-old tree
Date: Saturday, August 12, 2023 2:13:23 PM

Some people who received this message don't often get email from gspatola@gmail.com. [Learn why this is important](#)

I strongly support keeping that tree!!

<https://www.kitsapsun.com/story/news/2023/08/11/an-old-tree-will-be-cut-down-if-plan-to-build-an-orthodontic-office-doesnt-change/70560504007/>

Glenn Spatola
(360) 516-0058

From: [Jessica Demick](#)
To: [Planning Mailbox](#)
Subject: Redwood Tree
Date: Friday, August 11, 2023 6:24:33 PM

Some people who received this message don't often get email from jessdemick@gmail.com. [Learn why this is important](#)

Hello, I am writing to express my deep support for keeping the Redwood tree on Mitchell and asking Johnsonlink Orthodontics to build around the tree rather than cutting it down.

Thank you,
Jessica Demick
Port Orchard resident

From: [Jill Hamilton](#)
To: [Planning Mailbox](#)
Subject: Development
Date: Saturday, August 12, 2023 10:35:26 AM

Some people who received this message don't often get email from jckress@yahoo.com. [Learn why this is important](#)

Hello,

Nature is our home. Please act with conservation of it in mind in any planning.
From the Kitsap Sun:

"Johnsonlink Orthodontics, which provides services in Kitsap County and the surrounding area and has offices in Silverdale, Poulsbo and Port Orchard, is planning to build an approximately 4,900-square foot office building and surrounding parking lots."

Why are multiple offices, including one already in Port Orchard necessary? Oh, I know, it's because they can make more profit than the land cost = GREED. This is despicable in itself, but please at least save the elder redwood tree.

There is one major reason among many why people want to live here and it's TREES. BIG trees and the beauty of nature must be preserved in Kitsap County.

Thank you,
Jill Hamilton

From: [Janet Kidd](#)
To: [Planning Mailbox](#)
Subject: Port Orchard Redwood Tree
Date: Tuesday, August 15, 2023 10:34:45 AM

Some people who received this message don't often get email from jgkidd1@gmail.com. [Learn why this is important](#)

Hello. I want to add my support for the cause of preserving the redwood tree currently slated to be cut down for a proposed development plan on Mitchell Avenue in Port Orchard. This is a beautiful tree that has been determined by an arborist to be in good health. Redwood trees are important, as they clean more carbon from the air and store it longer than any other tree. They are also used by the threatened Northern Spotted Owl, who continues to face challenges due to the loss of old growth forest and the relatively recent arrival of the Barred Owl.

Many businesses and residences have found workarounds when developing a property to preserve trees. If anything, keeping the tree will add value to the orthodontic business; it would demonstrate the company's sensitivity to local community concerns.

Please include as a condition for the building permit the preservation of this tree.

Sincerely,

Janet Kidd
10870 Olalla Valley Rd SE
Olalla, Washington

From: jeffjoylee@earthlink.net
To: [Planning Mailbox](#)
Subject: Redwood Tree 791 Mitchell Ave
Date: Monday, August 14, 2023 9:04:23 PM

Some people who received this message don't often get email from jeffjoylee@earthlink.net. [Learn why this is important](#)

I hope that planning commissions and other government officials will encourage/request/require the developer to find a way to incorporate the large, elder redwood tree into their orthodontist office site plan.

As a property owner in the county who must request permission to remove a branch on a shoreline tree, and who is restricted from removing a 20 year-old tree because there are eagles nesting in the area (not in the tree), I brace at the ability of a developer to leave this tree off the site plan and to plan to "clear cut" large, old trees.

Keep the tree, reduce one or two parking spots, and add the tree to the logo of the business. The eco-system of the property, the city and our community will benefit.

Sincerely,
Joy Lee

From: LYNN MALLOY
To: [Planning Mailbox](#)
Subject: Redwood Tree in Port Orchard
Date: Sunday, August 13, 2023 8:43:27 PM

Some people who received this message don't often get email from malloyl@wavecable.com. [Learn why this is important](#)

I would hope that with all the climate change we are seeing and heat deaths on the rise each year, trees are important to maintain, especially if they are healthy like this one has been evaluated to be by an arborist. The building should adjust to accommodate maintaining the tree as it stands... for the shade, air purification it provides, it's stature, and beauty. Science has proven trees help lower heat, clean air, and are soothing for people to look at. Don't cut the tree to put up a building. Keep the tree and work it into your landscape plan. We need to protect every tree we can in our communities and have less cement and asphalt to maintain heat and drive up temperatures.

Thank You.

Lynn Malloy

From: [Jackie Krukoff](#)
To: [jupinator2000](#); [Permit Center](#)
Subject: RE: LU23-CUP-02
Date: Friday, August 11, 2023 8:41:48 AM

Good Morning,

I just wanted to let you know that your email has been received and added to the file for the Hearing Examiner.

Regards,
Jackie Krukoff
Planning Permit Clerk
City of Port Orchard
Office Located at 720 Prospect St.
360-874-5533 ext 130
jkrukoff@portorchardwa.gov

Please make official submittals to the Permit Center at permitcenter@portorchardwa.gov to ensure maintenance of an accurate Record.

From: jupinator2000 <jupinator2000@yahoo.com>
Sent: Thursday, August 10, 2023 1:07 PM
To: Permit Center <permitcenter@portorchardwa.gov>
Subject: LU23-CUP-02

Some people who received this message don't often get email from jupinator2000@yahoo.com. [Learn why this is important](#)

Hello,

I am a local resident and learned there is an upcoming hearing to determine the fate of a 75-100 year old Redwood tree and wanted to weigh in on this decision if I may. While I support development and understand the need for building more housing, it needs to be done thoughtfully. This tree is a community asset and needs to be preserved and protected for future generations, particularly since 95% of our Redwoods are already gone. I am sure there is a way to keep this tree. I am hoping we can keep in mind a picture beyond immediate profits to build a livable community for all of us.

Thank you for your consideration,

Laurie Sterling

Sent from my Galaxy

-

From: [Lucinda Staley](#)
To: [Permit Center](#)
Cc: [Mary Testa-Smith](#)
Subject: Johnsonlink Orthodontics #LU23-CUP-02
Date: Wednesday, August 16, 2023 1:59:06 PM

Hello Mr. Phil Olbrechts,

My name is Lucinda Tharp and I reside at 900 Mitchell Avenue at the Port Orchard Vista Apartments, which is a rent controlled and subsidized housing for seniors, most with disabilities. I am part of a group of community members who would like Dr. Johnson and Dr. Lingenbrink keep the 90 some year old Redwood tree at the corner of Taylor and Mitchell as part of their development of their new Orthodontics Center. The building site plan currently shows this tree is planned for destruction for a sidewalk. The Doctors are giving up footage to City, for right away.

While I'm nearly certain that the permits and filings for the development of the property are in order, I find it morally reprehensible that this large "significant" tree is planned to be cut down in that it's our life's blood and air. It is noteworthy that the placement of the new Orthodontics Center new property here on Mitchell abuts the Kitsap Senior High School that houses in the school year some 3000 students. The convenience and I suspect income from this property could by far cover what it would take for the Doctors to contact the property owner across Taylor to give up front footage to widen Taylor so that the tree maybe saved.

I believe they could convince their neighbor across Taylor and by the way the man they initially bought the Mitchell property from, to make such an accommodation.

I know this is a heavy ask but along with this appeal, although there is a City significant tree ordinance, the legalese is such is that basically it says all the right things about the environment and trees, it doubles back as you read on to cover clear cutting.

Somehow beyond the permits ordinances and comprehensive plans when it gets right down to it, there has to be a shift in the paradigm. It's 93 degrees out. There are forty of us in this building, many of us do not have ac's. We are just one small story.

I don't know how you do this but it simply looks legal to me, all of this process.

Developers do much of language in the City's Comprehensive plan. Community members are not aware of the system and many struggling at this point to do what they can to pay rent and buy food AND the world is on fire. Maui (Paradise) is on fire.

Our bit of Paradise is on this small corner.

HELP Give us a voice that counts

Respectfully

Lucinda Tharp

If not you Mr. Olbrechts, then Who?

Sent from my iPad

From: [MARILYN CALDWELL](#)
To: [Planning Mailbox](#)
Cc: [MARILYN CALDWELL](#)
Subject: Cutting Down Tree
Date: Saturday, August 12, 2023 1:07:28 PM

Some people who received this message don't often get email from caldwellam@msn.com. [Learn why this is important](#)

This is a major issue with communities vs builders. Trees are needed for a variety of reasons – oxygen, shade, beauty, etc. Surely the builders and developers are aware of this and should build around this tree!!!! Even incorporate it in the building plans.

This is a necessity!!!!

Concerned Citizen
Marilyn Caldwell
Seabeck, WA 98380

Sent from [Mail](#) for Windows

From: [Nancy Sutton](#)
To: [Planning Mailbox](#)
Subject: Big Tree on Mitchell Ave
Date: Sunday, August 13, 2023 9:40:05 AM

[Some people who received this message don't often get email from pithy816@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Please do not approve the site application that would remove the 100 year old redwood on Mitchell Ave. An alternative plan should be required that preserves the tree. Perhaps a smaller foot print and a height variance to allow for a taller but more compact building would work.

Also, the tree root system will need protection during construction as contractors are not generally aware of the problems with root compaction and drive their machinery too close to the tree. The result is slow death of the tree.

Thank you

Nancy Sutton
7887 SE Banner Creek Ln
Port Orchard 98367
Sent from my iPhone

From: [Shelly Cook](#)
To: [Jackie Krukoff](#)
Subject: Re: Comment letters received for the LU23-CUP-02 Johnsonlink Orthodontics
Date: Thursday, August 17, 2023 12:30:28 PM

Hello Jackie,
Thank you for your email. I have read each of the comments from concerned citizens and look forward to a solution that pleases our community.

Have a lovely day,
Shelly

Shelly Cook
Practice Manager
Phone 360.337.2020
Email shellyc@johnsonlinkortho.com
FIND US ON FACEBOOK AND INSTAGRAM!



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On Thu, Aug 17, 2023 at 12:14 PM Jackie Krukoff <jkrukoff@portorchardwa.gov> wrote:

Hello,

Here is the Dropbox link <https://www.dropbox.com/t/mt0WHufGukcer5vI> for the comments received for the LU23-CUP-02 Johnsonlink Orthodontics NOA/SEPA DNS this link expires on 8/24/2023 Please forward this email to anyone else in your party that you see fit.

Regards,
Jackie Krukoff

Planning Permit Clerk

City of Port Orchard

Office Located at 720 Prospect St.

360-874-5533 ext 130

jkrukoff@portorchardwa.gov

Please make official submittals to the Permit Center at permitcenter@portorchardwa.gov to ensure maintenance of an accurate Record.

From: SHELLI A GILBERT
To: [Planning Mailbox](#)
Subject: Johnsonlink Orthodontics 791 Mitchell Ave
Date: Wednesday, August 16, 2023 3:23:08 PM

Some people who received this message don't often get email from seagull454@msn.com. [Learn why this is important](#)

To whom it may concern,

I have some comments and questions concerning the above development located at 791 Mitchell Ave.

After reviewing the second (revised) proposal that was sent to me I noticed the removal of the significant tree at the southwest corner of the property to make room for a side walk, that is one foot wider than the existing sidewalks in the area, then a six foot wide planter, and a six foot bike lane that is only going to be approximately 150 feet in length. That length includes the opening for Taylor St. I do not foresee bicyclists veering to the side of the road for that short of distance since the overpass over Mile Hill does not support that lane movement and does not appear to be widened in the near future. There is also the set back for the cell phone tower that would interfere with making room for said bike lane and wider sidewalk. It also appears that the portables won't be relocated supporting South Kitsap High School to facilitate the wider sidewalks and bike lane. I propose leaving the existing sidewalk as is. It is ADA compliant minus the plastic/rubber curb ramp that will degrade over time with ultraviolet rays destroying it.

There are actually two significant trees, the large multi trunk redwood and the large pine tree centrally located on the property. The drawing doesn't designate where and how many replacement trees are located. The tree I would like to see saved is the redwood, and the type and location of the replacement trees for the pine tree.

Is there going to be a fence on the east side of the property? If so, how high, if not what type of vegetation will be planted in the east side strip?

It seemed odd that an initial drawing was sent out for public comment then a revised one sent out within a week, and the public notice on the property comment period was not revised to reflect the new time period for comments.

Sincerely,
Shelli Gilbert
360-620-2936

Sent from [Mail](#) for Windows

From: [Susan McDonough-Wachtman](#)
To: [Planning Mailbox](#)
Subject: tree
Date: Tuesday, August 15, 2023 10:29:58 AM

SPAMPROOF You don't often get email from suewriteusa@gmail.com. [Learn why this is important](#)

Greetings,

Please save the tree. If the events this summer have shown us anything, it's that we must cut back on fossil fuel use and save all the old growth we possibly can.

Thank you,

Susan

Susan McDonough-Wachtman

boldly sends her heroines where they don't want to go

<https://susanmcdonoughwachtman.wordpress.com/>

From: splahn@earthlink.net
To: [Planning Mailbox](#)
Cc: [Sue Plahn](#)
Subject: Please respect the value of the century-old tree
Date: Saturday, August 12, 2023 3:13:28 PM
Attachments: [image001.png](#)

Some people who received this message don't often get email from splahn@earthlink.net. [Learn why this is important](#)

To the Port Orchard Planning team:

I read in the Kitsap Sun of the effort to protect a century-old tree from being removed for development of a dentist's office.

The photo shows an extraordinary tree.



Please consider the value of that tree:

It is cleaning the air, cooling the neighborhood, and trapping carbon.

It is in no way insignificant; it is beautiful and irreplaceable.

A development code that considers century-old trees insignificant is seriously flawed.

You may have heard about recent community efforts to save a tree of similar age and size in Seattle.

Trees of that size in Seattle number only about 6000 now, and in just the last several years over 2 acres of city tree canopy has been lost.

When the builder's plans to clear-cut the lot were publicized, people in the community came forward to fight for that tree's preservation.

Community efforts in that instance have been successful.

The developer will change the building plans to accommodate the tree.

Couldn't your tree be accommodated in a similar way? Trees on the edge of lots can remain if some compromises are made.

We truly are at a turning point with climate and the oldest trees on the land are precious.

Port Orchard, in fact the entire peninsula, is graced with abundant tree coverage. Many developed areas, for example South Seattle, have lost that forever.

Please look to the future and see that mature trees are an important protection against heat and are beloved by the community.

They deserve to be protected.

Please update your codes to reflect that.

Sincerely,

Susan Plahn and Douglas Langton

of Seattle and Bremerton

splahn@earthlink.net

After Recording Return to:

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

Document Title:	Grant of Conservation Easement
Reference Numbers:	XXX
Grantor:	JL Group, LLC, a Washington limited liability company
Grantee:	City of Port Orchard, a Washington municipal corporation
Abbreviated Legal Description:	INSERT (Full Legal on Exhibit A)
Assessor's Property Tax Parcel No.:	252401-3-007-2005

GRANT OF CONSERVATION EASEMENT FOR TREE PRESERVATION

THIS GRANT OF A PERPETUAL CONSERVATION EASEMENT (hereinafter "**Conservation Easement**") is made this ____ day of _____, 2023, by JL Group, LLC, a Washington limited liability company (hereinafter "**Grantor**"), to City of Port Orchard, a Washington municipal corporation (hereinafter "**Grantee**" or "**City**"), in perpetuity as holder of the Conservation Easement pursuant to RCW 64.04.130. Individually they are a "**Party**" and together they are the "**Parties**."

RECITALS:

A. Grantor is the sole owner in fee simple of the property located on tax parcel 252401-3-007-2005 Kitsap County, Washington which is legally described on **Exhibit A**, which is attached hereto and incorporated herein by reference (the "**Protected Property**"). The Protected Property consists of approximately **XX** square feet of land;; and

B. Grantor warrants that Grantor has good legal title to the Protected Property, as well as the right to convey this Conservation Easement, and that the Protected Property is free and clear of any encumbrances except those general exceptions contained in the title policy and any special exceptions shown on the Preliminary Commitment that are accepted by the Grantee; and;

C. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or waste on the Protected Property; and

D. The Protected Property is zoned Commercial Mixed-Use and is in the process of being redeveloped for medical office. The Protected Property contains a large redwood tree of significance on the south-west corner of the Protected Property; and

E. On **DATE**, the City and the Grantor entered into a Development Agreement to allow modifications to the required development standards in order to preserve the redwood tree on the Protected Property in perpetuity. This Development Agreement required Grantor to grant a conservation easement to the City to protect the tree; and

E. This Conservation Easement is authorized by RCW 64.04.130, the provision of state law governing conservation easements; and

F. The Grantor and the Grantee intend and have the common purpose of retaining the portion of the Protected Property which contains the tree and the surrounding land to the tree dripline (hereinafter “**Tree Area**”) as a protected area which shall not be developed. The legal description for the Tree Area is set forth on **Exhibit B** which is attached hereto and incorporated herein by reference. Such protection of the Tree Area shall continue as a servitude running with the land, and authorizing Grantee to monitor and enforce such restrictions, as described herein; and

G. A site plan that is to scale identifying the Tree Area and describing the current condition and size of the redwood tree is attached to this Agreement as **Exhibit C** and incorporated herein by reference as though set forth in full (the “**Site Plan**”); and

H. City, as the Grantee of this Conservation Easement of the Tree Area portion of the Protected Property, is a qualified holder of conservation easements under RCW 64.04.130;

AGREEMENT:

NOW, THEREFORE, for and in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein and other valuable consideration by Grantee, the receipt of which is hereby acknowledged by Grantor, and pursuant to the laws of the State of Washington, including Chapter 64.04 of the Revised Code of Washington, the Parties hereby agree as follows:

I. Grant. Grantor hereby grants to the Grantee a perpetual Conservation Easement over, under, across and through the Tree Area of the Protected Property, as described in **Exhibits B** and **C**, to protect, preserve, maintain, improve, restore, limit future use of or otherwise conserve the Tree Area for the perpetual health of the tree.

II. Purpose. The purpose of this Conservation Easement is to assure that the Tree Area will be retained forever in its natural and open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with health of the tree or Tree Area. Grantor intends that this Conservation Easement will confine the use of, or activity on, the Tree Area to such uses and activities that are consistent with this purpose. This statement of purpose is intended as a substantive provision of the Conservation Easement. Any ambiguity or uncertainty regarding the application of the provisions of this Conservation Easement will be resolved so as to further this purpose.

III. Rights of the Grantee. Grantor hereby conveys to the Grantee all rights necessary to accomplish the purpose of this Conservation Easement, including, without limitation, the following:

- A. The right to protect, conserve, maintain, improve and restore the Tree Area for the health and preservation of the tree.
- B. The right to enter the Protected Property or allow Grantee's invitees or licensees to enter, at a reasonable time and upon prior written notice to the Grantor, for the following purposes (i) to make general inspection of the Tree Area to monitor compliance with this Conservation Easement; (ii) to protect, preserve, maintain, improve and restore the Tree Area; and (iii) to mitigate or terminate any violation or otherwise enforce the provisions of this Conservation Easement.
- C. The right to enjoin any use of, or activity on, the Tree Area that is inconsistent with the purpose of this Conservation Easement, including trespasses by members of the public, and to require the restoration of such area or features of the Tree Area as may be damaged by uses or activities inconsistent with the provisions of this Conservation Easement, all in accordance with Section VIII.
- D. The right to enforce the terms of this Conservation Easement, consistent with Section VIII.
- E. The right to place a sign on the Protected Property which acknowledges this Conservation Easement and any conditions of access under this Conservation Easement.

The foregoing are rights, not obligations, and shall not create any third party rights of enforcement.

IV. Permitted Uses and Activities.

- A. Grantor reserves to itself, and to its successors and assigns all rights accruing from its ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not prohibited herein and are not inconsistent with the purpose of this Conservation Easement. In the event Grantor plans to undertake actions that could be inconsistent with the purpose of this Conservation Easement, Grantor shall provide Grantee written notice of such intent not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement. Grantee shall grant or withhold its approval in writing within

sixty (60) days of receipt of Grantor's notice. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action proposed would be inconsistent with the purpose of this Conservation Easement.

- B. Improvements to the Protected Property shall be limited to those which do not impact the Tree Area or endanger the health of the redwood tree. Any activities, improvements, or development that do not impact the Tree Area or the health of the redwood tree are allowed consistent with applicable code. Grantee acknowledges and agrees that the Development Project described in the Development Agreement between the Parties, including work performed under Port Orchard development permits PW23-033, PW23-034, and PW23-035, is authorized and no additional notice or requirements under this Conservation Easement are required in order for Grantee to implement the Development Project.
- C. Nothing herein precludes the Grantor from demolishing, removing, and remediating existing improvements on the Protected Property as of the date of this Conservation Easement.

V. Transfer of Property. The Grantor agrees to:

- A. Incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, leasehold interests.
- B. Describe the Conservation Easement in and append it to any contract for the transfer of any interest in the Protected Property.
- C. Give written notice to the Grantee of the transfer of any interest in all or any portion of the Protected Property no later than forty-five (45) days prior to the date of such transfer. Such notice to the Grantee shall include the name, address and telephone number of the prospective transferee or the prospective transferee's representative.

The failure of the Grantor to perform any act required by this subsection shall not impair the validity of this Conservation Easement or limit its enforceability.

VI. Extinguishment. This Conservation Easement may be terminated or extinguished, whether in whole or in part, only under one or more of the following circumstances:

- A. By judicial determination, by a court having jurisdiction over the Conservation Easement, those circumstances have rendered the purpose of this Conservation Easement impossible to achieve.

- B. In the event the redwood tree is no longer standing in the Tree Area, through no fault of the Grantor, as a result of acts of God, such as fire, flood, storm, and earth movement. Any and all costs of the clean-up and removal shall be borne by Grantor.
- C. In the event the redwood tree deteriorates through no fault of Grantor and such deterioration creates a risk to public safety, the Grantor may provide the report of a certified arborist to the City with information about the condition of the tree, the viability of preserving the tree, and any applicable risk to public safety. In such case, the City will consider whether the tree should be removed, and the Conservation Easement terminated or whether the tree can be saved or replaced, and the Conservation Easement maintained. The City's decision shall be final. Any and all costs for such removal, including clean-up and restoration shall be borne by Grantor.
- D. By mutual agreement of the Parties.

VII. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep, and maintenance of the Protected Property, including performing routine and general maintenance in and upon the Tree Area.

- A. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property.
- B. Attorneys' fees and costs for enforcement. If the Grantee commences and successfully prosecutes an enforcement action pursuant to Section VIII below, the Grantor shall pay all reasonable costs and expenses associated with the enforcement action, including but not limited to, reasonable attorneys' fees.

VIII. Enforcement and Monitoring. Grantee shall have the authority to enforce the terms of this Conservation Easement. To exercise this authority and thereby further the purpose of this Conservation Easement, the Grantee shall have the following rights under this Conservation Easement, which are subject to the stated limitations:

- A. Entry onto Protected Property with Reasonable Notice. If the Grantee has reason to believe that a violation of the terms of this Conservation Easement has occurred or is occurring, the Grantee shall have the right to enter the Protected Property, provided that reasonable advance notice is given to the Grantor, for the purpose of inspecting it for violations of any requirement set forth in this Conservation Easement. Additionally, the Grantee shall have the right to enter the Protected Property at least once a year, at a mutually agreed time, for purposes of inspection and compliance

monitoring regardless of whether Grantee has reason to believe that a violation of this Conservation Easement exists.

- B. Enforcement Mechanisms and Remedial Measures. If the Grantee finds what it believes to be a violation of this Conservation Easement, it may, at its discretion, use any available legal or equitable remedy to secure compliance, including but not limited to seeking injunctive relief and/or specific performance requiring the Grantor to cease and desist all activity in violation of the terms of this Conservation Easement and to return the Protected Property to its condition prior to any violation(s). Except when an imminent violation could irreversibly diminish or impair the Tree Area of the Protected Property, the Grantee shall give the Grantor written notice of the violation and thirty (30) days in which to take corrective action prior to commencing any legal action. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time or constitute a waiver of its rights. Grantee may use the Site Plan as a basis for enforcing the provisions of this Conservation Easement, but is not limited to the use of the Site Plan to show a change of conditions.
- C. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Tree Area of the Protected Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire. The costs of such action shall be borne by Grantor.
- D. Scope of Relief. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- E. Costs of Enforcement. In the event Grantee must enforce the terms of this Conservation Easement, any costs of restoration necessitated by acts or omissions of Grantor, its agents, employees, contractors, invitees or licensees in violation of the terms of this Conservation Easement and Grantee's reasonable enforcement expenses, including reasonable attorneys' and consultants' fees and costs, shall be borne by Grantor, its successors or assigns.

- F. Waiver of Defenses. Grantor acknowledges it has carefully reviewed this Conservation Easement and has consulted or had the opportunity to consult with counsel of its terms and requirements. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Conservation Easement based upon waiver, laches, estoppel or prescription.
- G. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against Grantor to abate, correct or restore any condition in the Tree Area or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement or the like.

IX. Hold Harmless. Grantor hereby agrees to release and hold harmless, indemnify and defend Grantee, its officers, elected and appointed officials, employees and agents (collectively "Indemnified Parties") from all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' and consultants' fees arising from or in any way connected with:

- A. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Protected Property that is not a consequence of an activity of the Indemnified Parties undertaken under the rights granted to Grantee under this Conservation Easement;
- B. Violations or alleged violations of, or other failure to comply with, any federal, state or local law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, including without limitation CERCLA (42 U.S.C. 9601 et seq.) and MTCA (Ch. 70.105D RCW), by any person other than any of the Indemnified Parties, in any way affecting, involving or relating to the Tree Area of the Protected Property, unless such violations or alleged violations are due to the sole acts or omissions of any of the Indemnified Parties on the Protected Property;
- C. The presence or release in, on, from or about the Tree Area of the Protected Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement of any substance hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

X. Recordation. Grantee shall record this instrument in the Office of the Kitsap County Auditor and may re-record it at any time.

XI. Notices. Any notice, demand, request, consent, approval, or communication that any Party desires or is required to give to another Party under the terms of this Conservation Easement shall be in writing and either served at or mailed to:

Grantee: City of Port Orchard
216 Prospect Street
Port Orchard WA 98366

Grantor(s): JL Group, LLC
INSERT
CITY, WA ZIP

or to such other address as any Party from time to time shall designate by written notice to others.

XII. General Provisions.

- A. Amendment. If circumstances arise under which an amendment to this Conservation Easement would be appropriate, the Grantor and Grantee may jointly amend this Conservation Easement by a written instrument to be recorded with the Kitsap County Auditor, provided that such an amendment does not diminish the effectiveness of this Conservation Easement in carrying out its purpose to permanently preserve and protect in perpetuity the Tree Area of the Protected Property.
- B. Controlling Law. The interpretation or performance of this Conservation Easement shall be governed by the laws of the State of Washington and the Laws of the United States. Any legal proceeding regarding this Conservation Easement shall be initiated in Kitsap County Superior Court.
- C. Interpretation. This Conservation Easement shall be interpreted to resolve any ambiguities and questions of the validity of specific provisions to give maximum effect to its preservation purpose, as stated in Section II, above. If the Grantor has any doubt concerning the Conservation Easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said Protected Property, it may submit a written request to the Grantee for consideration and approval of such use.
- D. Definitions. Any masculine term used in this Conservation Easement shall include the female gender. The terms "Grantor" and "Grantee," wherever used in this Conservation Easement, and any pronouns used in their place, shall be held to mean and include respectively the above named Grantor, its successors, and assigns, and the above-named Grantee, its successors and assigns.

- E. Entire Agreement. This Conservation Easement sets forth the entire agreement of the Parties with respect to the issues addressed herein and supersedes all prior discussions, negotiations, understandings, or agreements relating to these issues, all of which are merged herein.
- F. No Forfeiture. Nothing in this Conservation Easement shall result in a forfeiture or revision of Grantor's title in any respect.
- G. Successors. As stated in the above recitals, all covenants, terms, conditions, and restrictions of this Conservation Easement shall run with the land and be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.
- H. Severability. If any portion of this Conservation Easement is declared unlawful or invalid, the remainder of the Conservation Easement shall remain in full force and effect.
- I. Authority of Signatories. The individuals executing this Conservation Easement warrant and represent that they are duly authorized to execute and deliver this Conservation Easement.
- J. No Merger. If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

XIII. Environmental Compliance.

- A. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge, Grantor and the Protected Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Protected Property and its use, including without limitation all federal, state and local environmental laws, regulations and requirements.
- B. Grantor further represents and warrants that there has been no release, dumping, burying, abandonment or migration from offsite onto the Property of any substances, materials or wastes that are hazardous, toxic, dangerous, or harmful or are designated as, or contain components that are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance. There is no pending or threatened litigation affecting the Property or any portion of the Property that will materially impair the Tree Area. No civil or criminal proceedings have been instigated or are pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor its predecessors

in interest have received any notice of violation, penalties, claims, demand letters or other notifications relating to a breach of environmental laws.

- C. Remediation. If at any time there occurs or has occurred a release in, on or about the Property of any substances now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by the Grantee, in which case Grantee shall be responsible for remediation.

TO HAVE AND TO HOLD unto **GRANTEE CITY OF PORT ORCHARD**, its respective successors and assigns forever.

IN WITNESS WHEREOF the Parties have, by their authorized officers, set their own hands as of the day and year first stated above.

GRANTOR:
JL Group, LLC

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

ACCEPTED BY GRANTEE:

On **DATE**, 2023 the Port Orchard City Council adopted Resolution No. **XXX** authorizing the Mayor to accept the Conservation Easement, pursuant to RCW 64.04.130.

GRANTEE:

CITY OF PORT ORCHARD

By: _____
Robert Putaansuu, Mayor

Attest:

Brandy Wallace, City Clerk

Approved as to form:

Charlotte Archer, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

EXHIBIT A

Legal Description of Protected Property

For APN/Parcel ID(s): 252401-3-007-2005

Legal Description of Protected Property:

INSERT LEGAL DESCRIPTION

Subject to easements and reservations of record.

Situate in the County of Kitsap, State of Washington

EXHIBIT B

Legal Description of Tree Area

For APN/Parcel ID(s): 252401-3-007-2005

Legal Description of Tree Area Portion of Protected Property:

INSERT LEGAL DESCRIPTION

Subject to easements and reservations of record.

Situate in the County of Kitsap, State of Washington

EXHIBIT C

**Site Plan Showing Tree and Surrounding Area Subject to Conservation Easement,
including Description of Current Size and Condition of Redwood Tree**

DRAFT



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:	October 24, 2023
Subject:	Adoption of an Ordinance Setting the Amount of Property Tax to be Levied for Year 2024, Pursuant to RCW 84.55.120	Prepared by:	Noah D. Crocker Finance Director
		Atty Routing No:	366922-0007
		Atty Review Date:	October 17, 2023

Summary: During tonight's meeting of October 24, 2023, the City Council held a public hearing on revenue sources for the current expense (general fund) budget. The hearing included a presentation and discussion on property tax considered for collection in 2024. Below is a comparison of next year's levy amount to this year's levy amount.

2023	2024
Levy Amount \$ 3,182,909	Levy Amount \$ 3,411,191
0.63175 % increase \$ 20,108	0.64195 % increase \$ 21,898
New Construction \$ 196,081	New Construction \$ 256,540
Annexation \$ -	Annexation \$ -
Utilites \$ 10,000	Utilites \$ 10,000
Total Taxes \$ 3,409,098	Total Taxes \$ 3,699,629
Refunds \$ 12,093	Refunds \$ 4,781
Total Taxes \$3,421,191	Total Taxes \$3,704,410

State law (RCW 84.52.043) establishes maximum levy rates for the various types of taxing districts (the state, counties, cities and towns, fire districts, library districts and the like). The total City of Port Orchard 2024 property tax amount is estimated to be \$3,704,410, based upon an estimated \$1.067375 per thousand of current total assessed value of \$3,456,732,447. The 2024 amount is estimated until the final levy calculation is completed by the Kitsap County Assessor.

Pursuant to RCW 84.55.120 the City Council is required to adopt a separate ordinance specifically authorizing an increase in the regular property tax levy in terms of both dollars and percentage increase from the previous year's levy. By this Ordinance, the City Council would authorize an increase of \$21,898 which is a 0.64195% increase from the previous year.

Recommendation: Council Finance Committee recommends approval of the Ordinance.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt an Ordinance, setting the 2024 property tax levy and the amount of property taxes to be raised for the budget year of 2024.

Fiscal Impact: Property tax collection will be budgeted within the Current Expense Fund No. 001 and Street Fund No. 002.

Alternatives: Do not adopt and provide alternative guidance.

Attachment: Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON,
SETTING THE AMOUNT OF PROPERTY TAXES TO BE LEVIED FOR
THE YEAR 2024 PURSUANT TO RCW 84.55.120; PROVIDING FOR
SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE
DATE.**

WHEREAS, the City Council of the City of Port Orchard (taxing district #8710) has met and considered its budget for the calendar year 2024; and

WHEREAS, the City's actual levy amount from the previous year was \$3,411,191; and

WHEREAS, the population of the City is more than 10,000;

WHEREAS, on October 24, 2023, the City Council held a duly-noticed public hearing to consider revenue sources for the City's 2023-2024 budget; now, therefore,

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

SECTION 1: An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2024 tax year.

SECTION 2: The dollar amount of the increase over the actual levy amount from the previous year shall be \$21,898 which is a percentage increase of 0.64195% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

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

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

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 24th day of October, 2023.

Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

Brandy Wallace, MMC, City Clerk

John Clauson, Councilmember

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

PUBLISHED:
EFFECTIVE DATE:



Agenda Staff Report

Agenda Item No.:	Business Item 7C	Meeting Date:	October 24, 2023
Subject:	Adoption of an Ordinance for	Prepared by:	Noah D. Crocker
	Mid-Biennial Review and		Finance Director
	Modifications amending the	Atty Routing No:	366922-0007
	2023-2024 Biennial Budget	Atty Review Date:	October 20, 2023

Summary: Ordinance would amend Ordinance No. 046-22, adopting the 2023 – 2024 Biennial Budget (as previously amended by Ord. No. 018-23). Earlier this evening the Council held a public hearing on this Ordinance. This was an opportunity for the public to comment on the budget amendment following its presentation.

As established by RCW 35A.34.130, a mid-biennial review of the City’s biennial budget is required. This review shall occur no sooner than eight months after the start of the biennium (September 1) and no later than the close of the fiscal year (December 31). The Finance Department has consulted and reviewed possible modifications of the Biennial Budget with all City Departments and the Mayor. The Finance Committee met and reviewed the proposed modifications to the budget prior to council work on October 17th. The City held a public hearing on the mid-biennial review on October 17th during the work study session and again this evening, which allowed the City Council to review the proposed modifications to the city budget, receive public comment, and provided additional direction.

The city has focused its criteria for mid-year modification to those items that are necessary corrections, are required, and have large capital and operational budgetary impacts.

The proposed Budget Amendment Ordinance provides for additional expenditure authority of \$16,582,700 as identified in the budget amendment table included with the Ordinance. The Budget amendment adds new positions in the city and accordingly adjusts FTE, as identified in Exhibit A-Personnel list. The budget amendment also provides for six additional vehicles to the ERR fleet. The budget amendment also provides for additional revenue, adjustments to fund balance and recognizes anticipated loan and grant proceeds.

Recommendation: The Council Finance Committee recommends adoption of an Ordinance amending the 2023 – 2024 Biennial Budget as a part of the Mid-Biennial review.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt an Ordinance, amending the 2023 – 2024 Biennial Budgets for the City of Port Orchard.

Fiscal Impact: The 2023–2024 Biennial Budget amendment increases expenditure authority by \$16,582,700.

Alternatives: Ordinance recognizes changes to the Budget not known at the time of adoption of the 2023 – 2024 Biennial Budget. Failure to formalize these changes by Ordinance results in a budget not reflective of authorized revenue and expense. The City would be out of compliance with accepted budgeting procedures and subject to an audit finding.

Attachments: Ordinance, Income Statement, Highlights of Mid Biennium Adjustments

ORDINANCE NO. **-23

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING ORDINANCE NO. 046-22 AS AMENDED BY ORDINANCE NO. 018-23 AND ORDINANCE NO. 022-23, THE BIENNIAL BUDGET FOR THE YEARS 2023–2024, FOR THE MID-BIENNIAL REVIEW TO RECOGNIZE EXPENDITURES AND REVENUES NOT ANTICIPATED AT THE TIME OF THE ADOPTION OF THE 2023–2024 BIENNIAL BUDGET; 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 via Ordinance No. 046-22, which was previously amended by Ordinance No. 018-23 and Ordinance No. 022-23; and

WHEREAS, the City desires to keep current on necessary budget amendments; and

WHEREAS, per RCW 35.34.130, the City has conducted a timely mid-biennial review of the biennial budget; and

WHEREAS, the City Finance Committee met on October 17, 2023, to review the Mayor’s proposed budget modifications and made recommendations; and

WHEREAS, the City Council held a comprehensive work study session and public hearing on the 2023-2024 mid-biennial budget on October 17, 2023 and made recommendations to the budget; and

WHEREAS, the City Council held a second public hearing on the proposed amendments to the biennial budget, and an associated public hearing on revenue sources, at its public meeting on October 24, 2023; and

WHEREAS, the City Council acted to adopt the 2024 Property Tax Levy at its public meeting on October 24, 2023;

WHEREAS, the amendment modifies the Equipment Rental Revolving Fund budget to add six additional vehicles to the City’s fleet; and

WHEREAS, the amendment makes necessary 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, as provided in RCW 35A.33.120; and

WHEREAS, the City evaluated its personnel needs for the 2023-2024 Biennium

and this amendment modifies Exhibit A to Ordinance No. 046-22, as amended by Ordinance No. 018-23 and Ordinance No. 022-23, to modify personnel positions and salary table; and

WHEREAS, the City identified the need to provide funding for a previously authorized Plans Examiner/Building Inspector 1 Full Time Equivalent (1 FTE); and

WHEREAS, the City identified the need to change the title of Stormwater Program manager to Stormwater Program Coordinator; and

WHEREAS, the City identified the need to add and fund a 1 Full Time Equivalent (1 FTE) Police Officer; and

WHEREAS, the City identified the need to add and fund a 1 Full Time Equivalent (1 FTE) Deputy Chief; and

WHEREAS, the City identified the need to defund 1 Full Time Equivalent (1 FTE) Civil Engineer I; and

WHEREAS, the City identified the need to add and fund 1 Full Time Equivalent Program Coordinator/Inspector; and

WHEREAS, the City identified the need to add and fund 3 Full Time Equivalent (3 FTE) Public Works Personnel; and

WHEREAS, the City identified the need to create a new Office Assistant I and fund 1 Full Time Equivalent (1 FTE); and

WHEREAS, the City identified the need to add and fund 1 Full Time Equivalent Permit Tech; and

WHEREAS, the City identified the need to provide additional hours for the permit center part time position; and

WHEREAS, the City desires to adjust all ending fund balances by incorporating changes in revenues, and expenses; and

WHEREAS, the Council desires to adjust the budget for revenues identified for funds 001, 002, 109, 206, 302, 304, 411, 412, 413, 414, 424, 432, 433, 434, 500; and

WHEREAS, the Council desires to provide additional expenditure authority and appropriations consistent with the mid-biennial review and modifications as presented, 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 and Ordinance No. 022-23, is hereby amended to reflect the following:

2023-2024 Biennial Budget							
Fund No.	Fund Name	Type	Ordinance-046-22	Adjustment	Ordinance-018-23	Adjustment	Ordinance-XXX-23
001	Current Expense Fund	Revenue	\$ 37,042,700	\$ 7,864,100	\$ 44,906,800	\$ 1,930,400	\$ 46,837,200
		Expense	\$ 37,042,700	\$ 7,864,100	\$ 44,906,800	\$ 1,930,400	\$ 46,837,200
002	City Street	Revenue	\$ 6,555,300	\$ 1,826,400	\$ 8,381,700	\$ 596,600	\$ 8,978,300
		Expense	\$ 6,555,300	\$ 1,826,400	\$ 8,381,700	\$ 596,600	\$ 8,978,300
003	Stabilization	Revenue	\$ 2,890,500	\$ 30,500	\$ 2,921,000	\$ -	\$ 2,921,000
		Expense	\$ 2,890,500	\$ 30,500	\$ 2,921,000	\$ -	\$ 2,921,000
103	Criminal Justice	Revenue	\$ 1,165,000	\$ 257,800	\$ 1,422,800	\$ -	\$ 1,422,800
		Expense	\$ 1,165,000	\$ 257,800	\$ 1,422,800	\$ -	\$ 1,422,800
104	Special Investigative Unit	Revenue	\$ 102,000	\$ 4,900	\$ 106,900	\$ -	\$ 106,900
		Expense	\$ 102,000	\$ 4,900	\$ 106,900	\$ -	\$ 106,900
107	Community Events	Revenue	\$ 463,600	\$ 85,600	\$ 549,200	\$ -	\$ 549,200
		Expense	\$ 463,600	\$ 85,600	\$ 549,200	\$ -	\$ 549,200
108	Paths & Trails	Revenue	\$ 15,300	\$ 500	\$ 15,800	\$ -	\$ 15,800
		Expense	\$ 15,300	\$ 500	\$ 15,800	\$ -	\$ 15,800
109	Real Estate Excise Tax	Revenue	\$ 4,979,100	\$ 803,700	\$ 5,782,800	\$ 1,800,000	\$ 7,582,800
		Expense	\$ 4,979,100	\$ 803,700	\$ 5,782,800	\$ 1,800,000	\$ 7,582,800
111	Impact Fee	Revenue	\$ 15,713,700	\$ 468,100	\$ 16,181,800	\$ -	\$ 16,181,800
		Expense	\$ 15,713,700	\$ 468,100	\$ 16,181,800	\$ -	\$ 16,181,800
206	Bond Redemption Fund	Revenue	\$ 598,400	\$ -	\$ 598,400	\$ 1,199,000	\$ 1,797,400
		Expense	\$ 598,400	\$ -	\$ 598,400	\$ 1,199,000	\$ 1,797,400
302	Capital Construction	Revenue	\$ 2,423,500	\$ 16,431,100	\$ 18,854,600	\$ 2,669,300	\$ 21,523,900
		Expense	\$ 2,423,500	\$ 16,431,100	\$ 18,854,600	\$ 2,669,300	\$ 21,523,900
304	Street Capital Projects	Revenue	\$ 13,698,100	\$ 1,181,900	\$ 14,880,000	\$ 2,632,400	\$ 17,512,400
		Expense	\$ 13,698,100	\$ 1,181,900	\$ 14,880,000	\$ 2,632,400	\$ 17,512,400
411	Water - Operations	Revenue	\$ 10,685,800	\$ 813,500	\$ 11,499,300	\$ 197,600	\$ 11,696,900
		Expense	\$ 10,685,800	\$ 813,500	\$ 11,499,300	\$ 197,600	\$ 11,696,900
412	Water - Stabilization	Revenue	\$ 955,500	\$ 11,000	\$ 966,500	\$ 100,000	\$ 1,066,500
		Expense	\$ 955,500	\$ 11,000	\$ 966,500	\$ 100,000	\$ 1,066,500
413	Water - Capital Projects	Revenue	\$ 18,683,400	\$ 3,737,400	\$ 22,420,800	\$ 238,000	\$ 22,658,800
		Expense	\$ 18,683,400	\$ 3,737,400	\$ 22,420,800	\$ 238,000	\$ 22,658,800
414	Water - Debt Service	Revenue	\$ 1,502,600	\$ -	\$ 1,502,600	\$ 1,593,700	\$ 3,096,300
		Expense	\$ 1,502,600	\$ -	\$ 1,502,600	\$ 1,593,700	\$ 3,096,300
421	Storm Drainage -Operations	Revenue	\$ 5,215,200	\$ (314,300)	\$ 4,900,900	\$ -	\$ 4,900,900
		Expense	\$ 5,215,200	\$ (314,300)	\$ 4,900,900	\$ -	\$ 4,900,900
422	Storm Drainage -Stabilization	Revenue	\$ 536,800	\$ 6,200	\$ 543,000	\$ -	\$ 543,000
		Expense	\$ 536,800	\$ 6,200	\$ 543,000	\$ -	\$ 543,000
423	Storm Drainage -Capital Projects	Revenue	\$ 1,294,500	\$ (401,300)	\$ 893,200	\$ -	\$ 893,200
		Expense	\$ 1,294,500	\$ (401,300)	\$ 893,200	\$ -	\$ 893,200
424	Storm Drainage -Debt Service	Revenue	\$ 355,300	\$ -	\$ 355,300	\$ 43,100	\$ 398,400
		Expense	\$ 355,300	\$ -	\$ 355,300	\$ 43,100	\$ 398,400
431	Sewer - Operations	Revenue	\$ 15,420,200	\$ 1,885,900	\$ 17,306,100	\$ -	\$ 17,306,100
		Expense	\$ 15,420,200	\$ 1,885,900	\$ 17,306,100	\$ -	\$ 17,306,100
432	Sewer - Stabilization	Revenue	\$ 1,430,000	\$ 16,300	\$ 1,446,300	\$ 100,000	\$ 1,546,300
		Expense	\$ 1,430,000	\$ 16,300	\$ 1,446,300	\$ 100,000	\$ 1,546,300
433	Sewer - Capital Projects	Revenue	\$ 29,024,200	\$ 427,000	\$ 29,451,200	\$ 1,006,000	\$ 30,457,200
		Expense	\$ 29,024,200	\$ 427,000	\$ 29,451,200	\$ 1,006,000	\$ 30,457,200
434	Sewer - Debt Service	Revenue	\$ 1,527,600	\$ 8,900	\$ 1,536,500	\$ 390,700	\$ 1,927,200
		Expense	\$ 1,527,600	\$ 8,900	\$ 1,536,500	\$ 390,700	\$ 1,927,200
500	ER&R	Revenue	\$ 6,928,200	\$ 241,200	\$ 7,169,400	\$ 2,085,900	\$ 9,255,300
		Expense	\$ 6,928,200	\$ 241,200	\$ 7,169,400	\$ 2,085,900	\$ 9,255,300
632	Wastewater Treatment Facility	Revenue	\$ 10,187,900	\$ 147,000	\$ 10,334,900	\$ -	\$ 10,334,900
		Expense	\$ 10,187,900	\$ 147,000	\$ 10,334,900	\$ -	\$ 10,334,900
	Grand Total	Revenue	\$ 189,394,400	\$ 35,533,400	\$ 224,927,800	\$ 16,582,700	\$ 241,510,500
	Grand Total	Expense	\$ 189,394,400	\$ 35,533,400	\$ 224,927,800	\$ 16,582,700	\$ 241,510,500

SECTION 2. Amended Salary Schedule. Exhibit A to Ordinance No. 046-22, as amended by Ordinance No. 018-23 and Ordinance No. 022-23, for authorized positions, is amended as attached hereto as Exhibit A and incorporated 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 unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance shall be published by an approved summary consisting of the title. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State Law.

SECTION 6. Effective Date. This ordinance shall be in full force and effect five (5) days after posting and publication as required by law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 24th day of October 2023.

Robert Putansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

Charlotte Archer, City Attorney

John Clauson, Councilmember

PUBLISHED:

EFFECTIVE DATE:

Income Statement Summary	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 71,128,012	\$ -	\$ 71,128,012
Revenue	\$ 153,799,788	\$ 16,582,700	\$ 170,382,488
Expense	\$ 147,913,041	\$ 20,434,550	\$ 168,347,591
Ending Fund Balance	\$ 77,014,759	\$ (3,851,850)	\$ 73,162,909

Appropriation Summary	2023-2024 Current Biennial Budget	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Total Revenue	\$ 224,927,800	\$ 16,582,700	\$ 241,510,500
Total Expense	\$ 224,927,800	\$ 16,582,700	\$ 241,510,500

Governmental Funds (Operating, Stabilization, Special, Debt Service)

Fund: 001 - Current Expense	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 14,319,782	\$ -	\$ 14,319,782
Revenue	\$ 30,587,018	\$ 1,930,400	\$ 32,517,418
Expense	\$ 39,906,243	\$ 4,207,680	\$ 44,113,923
Ending Fund Balance	\$ 5,000,557	\$ (2,277,280)	\$ 2,723,277

Fund: 002 - City Street Fund	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 2,771,168	\$ -	\$ 2,771,168
Revenue	\$ 5,610,532	\$ 596,600	\$ 6,207,132
Expense	\$ 6,148,192	\$ 688,120	\$ 6,836,312
Ending Fund Balance	\$ 2,233,508	\$ (91,520)	\$ 2,141,988

Fund: 003 - Stabilization Fund	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 2,740,960	\$ -	\$ 2,740,960
Revenue	\$ 180,040	\$ -	\$ 180,040
Expense	\$ -	\$ -	\$ -
Ending Fund Balance	\$ 2,921,000	\$ -	\$ 2,921,000

Fund: 103 - Criminal Justice	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 647,725	\$ -	\$ 647,725
Revenue	\$ 775,075	\$ -	\$ 775,075
Expense	\$ 1,125,000	\$ 142,000	\$ 1,267,000
Ending Fund Balance	\$ 297,800	\$ (142,000)	\$ 155,800

Fund: 104 - Special Investigative Unit	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 98,895	\$ -	\$ 98,895
Revenue	\$ 8,005	\$ -	\$ 8,005
Expense	\$ 8,000	\$ -	\$ 8,000
Ending Fund Balance	\$ 98,900	\$ -	\$ 98,900

Fund: 107 - Community Events	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 321,780	\$ -	\$ 321,780
Revenue	\$ 227,420	\$ -	\$ 227,420
Expense	\$ 227,400	\$ 25,000	\$ 252,400
Ending Fund Balance	\$ 321,800	\$ (25,000)	\$ 296,800

Fund: 108 - Paths & Trails	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 13,784	\$ -	\$ 13,784
Revenue	\$ 2,016	\$ -	\$ 2,016
Expense	\$ -	\$ -	\$ -
Ending Fund Balance	\$ 15,800	\$ -	\$ 15,800

Fund: 109 - Real Estate Excise Tax	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 4,182,707	\$ -	\$ 4,182,707
Revenue	\$ 1,600,093	\$ 1,800,000	\$ 3,400,093
Expense	\$ 4,014,485	\$ 1,199,000	\$ 5,213,485
Ending Fund Balance	\$ 1,768,315	\$ 601,000	\$ 2,369,315

Fund: 111 - Impact Mitigation Fee	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 5,304,555	\$ -	\$ 5,304,555
Revenue	\$ 10,877,245	\$ -	\$ 10,877,245
Expense	\$ 5,474,500	\$ 1,403,390	\$ 6,877,890
Ending Fund Balance	\$ 10,707,300	\$ (1,403,390)	\$ 9,303,910

Fund: 206 - Bond Redemption Fund	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ -	\$ -	\$ -
Revenue	\$ 598,400	\$ 1,199,000	\$ 1,797,400
Expense	\$ 598,400	\$ 697,410	\$ 1,295,810
Ending Fund Balance	\$ -	\$ 501,590	\$ 501,590

Governmental Capital Construction

Fund: 302 - Capital Construction	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 547,631	\$ -	\$ 547,631
Revenue	\$ 18,306,969	\$ 2,669,300	\$ 20,976,269
Expense	\$ 18,261,400	\$ 2,669,300	\$ 20,930,700
Ending Fund Balance	\$ 593,200	\$ -	\$ 593,200

Fund: 304 - Street Capital Projects	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 2,299,051	\$ -	\$ 2,299,051
Revenue	\$ 12,580,949	\$ 2,632,400	\$ 15,213,349
Expense	\$ 12,228,820	\$ 2,410,890	\$ 14,639,710
Ending Fund Balance	\$ 2,651,180	\$ 221,510	\$ 2,872,690

Enterprise Funds (Operating, Stabilization, Debt Service, Capital)

Fund: 411 - Water Operating	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 3,838,287	\$ -	\$ 3,838,287
Revenue	\$ 7,661,013	\$ 197,600	\$ 7,858,613
Expense	\$ 7,675,732	\$ 2,227,630	\$ 9,903,362
Ending Fund Balance	\$ 3,823,568	\$ (2,030,030)	\$ 1,793,538

Fund: 412 - Water Stabilization	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 966,406	\$ -	\$ 966,406
Revenue	\$ 94	\$ 100,000	\$ 100,094
Expense	\$ -	\$ -	\$ -
Ending Fund Balance	\$ 966,500	\$ 100,000	\$ 1,066,500

Fund: 413 - Water Capital	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 7,558,941	\$ -	\$ 7,558,941
Revenue	\$ 14,861,859	\$ 238,000	\$ 15,099,859
Expense	\$ 11,424,000	\$ 1,007,900	\$ 12,431,900
Ending Fund Balance	\$ 10,996,800	\$ (769,900)	\$ 10,226,900

Fund: 414 - Water Debt Service	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ -	\$ -	\$ -
Revenue	\$ 1,502,600	\$ 1,593,700	\$ 3,096,300
Expense	\$ 1,502,600	\$ 337,970	\$ 1,840,570
Ending Fund Balance	\$ -	\$ 1,255,730	\$ 1,255,730

Fund: 421 - Storm Drainage Utility	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 1,410,718	\$ -	\$ 1,410,718
Revenue	\$ 3,490,182	\$ -	\$ 3,490,182
Expense	\$ 4,505,504	\$ 75,070	\$ 4,580,574
Ending Fund Balance	\$ 395,396	\$ (75,070)	\$ 320,326

Fund: 422 - Storm Drainage Stabilization	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 542,966	\$ -	\$ 542,966
Revenue	\$ 34	\$ -	\$ 34
Expense	\$ -	\$ -	\$ -
Ending Fund Balance	\$ 543,000	\$ -	\$ 543,000

Fund: 423 - Storm Drainage Capital Facil	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 593,137	\$ -	\$ 593,137
Revenue	\$ 300,063	\$ -	\$ 300,063
Expense	\$ 800,000	\$ -	\$ 800,000
Ending Fund Balance	\$ 93,200	\$ -	\$ 93,200

Fund: 424 - Storm Drainage Debt Service	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ -	\$ -	\$ -
Revenue	\$ 355,300	\$ 43,100	\$ 398,400
Expense	\$ 355,300	\$ 43,050	\$ 398,350
Ending Fund Balance	\$ -	\$ 50	\$ 50

Fund: 431 - Sewer Operating	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 5,908,675	\$ -	\$ 5,908,675
Revenue	\$ 11,397,425	\$ -	\$ 11,397,425
Expense	\$ 11,109,664	\$ 953,270	\$ 12,062,934
Ending Fund Balance	\$ 6,196,436	\$ (953,270)	\$ 5,243,166

Fund: 432 - Sewer Stabilization	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 1,446,270	\$ -	\$ 1,446,270
Revenue	\$ 30	\$ 100,000	\$ 100,030
Expense	\$ -	\$ -	\$ -
Ending Fund Balance	\$ 1,446,300	\$ 100,000	\$ 1,546,300

Fund: 433 - Sewer Capital	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 5,782,756	\$ -	\$ 5,782,756
Revenue	\$ 23,668,444	\$ 1,006,000	\$ 24,674,444
Expense	\$ 15,001,900	\$ 1,902,000	\$ 16,903,900
Ending Fund Balance	\$ 14,449,300	\$ (896,000)	\$ 13,553,300

Fund: 434 - Sewer Debt Service	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 558,878	\$ -	\$ 558,878
Revenue	\$ 977,622	\$ 390,700	\$ 1,368,322
Expense	\$ 427,600	\$ 63,870	\$ 491,470
Ending Fund Balance	\$ 1,108,900	\$ 326,830	\$ 1,435,730

Fund: 500 - Equipment Rental and Revolving	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 3,990,082	\$ -	\$ 3,990,082
Revenue	\$ 3,179,318	\$ 2,085,900	\$ 5,265,218
Expense	\$ 4,866,300	\$ 381,000	\$ 5,247,300
Ending Fund Balance	\$ 2,303,100	\$ 1,704,900	\$ 4,008,000

Fund: 632 - Wastewater Treatment Facil Fee	2023-2024 Current Biennial Budget Ord. 018-23	2023-2024 Adjustments	2023-2024 Amended Biennial Budget
Beginning Fund Balance	\$ 5,282,855	\$ -	\$ 5,282,855
Revenue	\$ 5,052,045	\$ -	\$ 5,052,045
Expense	\$ 2,252,000	\$ -	\$ 2,252,000
Ending Fund Balance	\$ 8,082,900	\$ -	\$ 8,082,900

Highlights of the 2023-2024 Mid-Biennial Review

Mayor's Proposed Budget Adjustments

Council Budget Adjustments

Additional Adjustments

Governmental- Operational Funds

Fund 001-Current Expense: \$2,075,900

- Dangerous Abatement (2023)-CO 052-23 \$40,000
- Derelict Vessel Abatement 2023 & 2024 \$100,000
- Plan Review and Building Inspections \$391,000
- Housing Action Plan \$44,000
- Catch Up ER&R Payment for Replacement \$675,900
- **Council/Mayor Request-Additional funding Chimes and Lights. \$5,000**
- **Mayor Request (Housing Kitsap) \$45,000**
- **Mayor Request 720 Key Card & other Facilities \$15,000**
- **Mayor Request KEDA Increase \$10,000**
- **IT Grant-Cybersecurity \$37,000**
- **IT-Fleet Telematics \$15,000**
- **Full Employment Investigations (new employees) \$25,000**
- **Basic Law Enforcement Academy \$25,000**
- **Inclusion Commission Budget - Supplies \$1,000**
- **Inclusion Commission Budget - Services \$2,000**
- **Inclusion Commission Employee Survey \$10,000**
- **Facilities Services (Library HVAC repair) \$10,000**
- **City Hall Upgrades (urinals and water bottle fill stations) \$25,000**
- **Working Capital Policy moving toward 25%-General \$50,000**

• **Working Capital Policy moving toward 25%-General \$300,000**

• **Middle Housing Grant/Expense \$50,000**

Fund 002-City Street Fund: \$701,000

- Catch Up ER&R Payments for Replacements \$525,000
- **Radar Feedback Signs (Transportation Committee request) \$40,000**
- **Repair Bay Street Ped Path at Rockwell Park (seawall issue) \$20,000**
- **Addition to the Fleet: Street Truck \$66,000**
- **Working Capital Policy moving toward 25%-General \$50,000**

***Multi Funds-AWC Insurance \$30,000**

***New Request are bolded for reference**

Highlights of the 2023-2024 Mid-Biennial Review

Governmental– Special and Debt Funds

Fund 107-Community Events:	\$25,000
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- | | |
|---|----------|
| • Increase 2024 allotments | \$25,000 |
| • Increase Ending 2024 Restricted for CEC | \$35,000 |

Fund 109-Real Estate Excise Tax:	\$501,590
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- | | |
|----------------------------------|-----------|
| • Tremont REET 2-Debt Prefunding | \$299,000 |
|----------------------------------|-----------|

- | | |
|--|-----------|
| • City Hall Debt (Partial) Pre-funding | \$202,590 |
|--|-----------|

Fund 111-Impact Fee Fund:	\$1,392,000
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- | | |
|--|------------------|
| • Payroll for Capital | \$11,390 |
| • TIP 1.14 to 304-Safer Routes Design/ROW | \$62,000 |
| • TIP 1.19 to 304- Design/ROW | \$600,000 |

- | | |
|--|-----------|
| • Park Impact Fee to Fund 302-Plaza Design | \$650,000 |
|--|-----------|

- | | |
|--|----------|
| • Increase transfers from Transportation Fee– TIP 1.15 ROW | \$80,000 |
|--|----------|

Fund 206-Governmental Debt Service:	\$697,410
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- | | |
|-------------------------------------|-----------|
| • Add: City Hall Principle (REET 1) | \$238,950 |
| • Add: City Hall Interest (REET 1) | \$458,460 |

- | | |
|--|-----------|
| • City Hall Debt (Partial) Pre-funding | \$202,590 |
|--|-----------|

*New Request are bolded for reference

Highlights of the 2023-2024 Mid-Biennial Review

Governmental- Capital Construction Funds

Fund 302-Capital Construction: **\$2,669,300**

- Capital Projects Salary & Benefits \$19,300
- **Office Building & Parking Due Diligence \$50,000**
- **Office Building & Parking Purchase \$1,950,000**

- Plaza Design to 100% \$650,000

Fund 304-Street Capital Construction: **\$2,410,890**

- Capital Projects Salary & Benefits \$11,390
- Contracts: Blueberry & Salmonberry \$97,000
- **Goldenrod Street Lighting \$7,500**
- **TIP 1.14 Safe Routes Sidney Non Motorized- Design \$235,000**
- **TIP 1.18 Tremont Phase 2/3 \$732,000**
- **TIP 1.19 SB 160 2A Design \$600,000**
- **TIP 1.16 SR166 Design-Street \$648,000**

- TIP 1.15 ROW Acquisitions \$80,000

*New Request are bolded for reference

Highlights of the 2023-2024 Mid-Biennial Review

Enterprise Operational and Capital Funds

Fund 411-Water Operations: \$1,423,250

- Well 7 Chlorination System--C074-23 TMG Services \$95,000
- PSE-Additional expenses (2023 & 2024) \$140,000
- Capital Project Salary & Benefits \$25,000
- Catch Up ER&R Payment for Replacement \$65,000
- **Water - Source Supplies \$50,000**
- **Water - Distribution Supplies (dechlorinates for flushing) \$12,000**
- **Water Operations Debt Pre-funding \$761,250**
- **Working Capital Policy moving toward 25%-General \$200,000**
- **Stabilization Policy Contributions –Water \$100,000**

Fund 413-Water Capital: \$732,450

- Capital Project Salary & Benefits \$25,000
- **WCIP#23-390 Zone Low Pressure (Removed) (\$637,000)**
- **Water Main Replacement(2023)-Sroufe \$250,000**
- **Well No. 7 Preconstruction Design \$500,000**
- **Pottery Ave-Water \$100,000**
- **Water CFC Debt Pre-funding \$494,450**

Fund 414-Water Debt Service: \$337,970

- Increase: McCormick Reservoir Agreement Payments \$260,000
- Add: 390-Zone Low Pressure Loan (2023) \$700
- Add: Melcher Pump Station Rebuild (2023) \$1,500
- Add: 390-Zone Low Pressure Loan (2024)--Early Payoff \$14,000
- Add: Melcher Pump Station Rebuild (2024) \$1,500
- Add: City Hall Principle (Water) \$20,650
- Add: City Hall Interest (Water) \$39,620

Fund 424-Storm Debt Service: \$43,050

- Add: City Hall Principle (Storm) \$14,750
- Add: City Hall Interest (Storm) \$28,300

*New Request are bolded for reference

Highlights of the 2023-2024 Mid-Biennial Review

Enterprise Operational and Capital Funds

Fund 431-Sewer Operations: **\$1,146,750**

- Catch Up ER&R Payments for Replacements \$439,000
- **Sewer - Lift Station Supplies** **\$25,000**
- **Sewer Operations Debt Pre-funding** **\$282,750**
- **Working Capital Policy moving toward 25%-General** **\$300,000**
- **Stabilization Policy Contributions –Sewer** **\$100,000**

Fund 433-Sewer Capital: **\$1,902,000**

- Capital Project Salary & Benefits \$6,000
- **Pottery Ave-Sewer** **\$500,000**
- **Bay Street Lift Station Design-Grant** **\$150,000**
- **Bay Street Lift Station Design-Loan** **\$850,000**
- **SCIP #SB Ruby Creek increase to get to 100% Design** **\$352,000**
- **Bay Street Lift Station Debt Pre-Funding** **\$44,000**

Fund 434-Sewer Debt Service: **\$63,870**

- Add: Sewer Lift Stations (2023 & 2024) \$3,600
- Add: City Hall Principle (Sewer) \$20,650
- Add: City Hall Interest (Sewer) \$39,620

ERR Operational and Capital Purchases

Fund 500– ERR: **\$352,500**

Operations:

- Fuel & Insurance \$17,500

Additions to the Fleet:

- **Police Department** **\$64,000**
- **Police Department** **\$78,000**
- **Public Works Admin Vehicle** **\$45,000**
- **Public Works Street Truck** **\$66,000**
- **Public Works Water Truck(2)** **\$82,000**

*New Request are bolded for reference

Highlights of the 2023-2024 Mid-Biennial Review

Personnel Requests

Personnel Requests~	\$1,262,630
• Plans Examiner/Building Inspector	\$148,000
• Add: Police Officer	\$173,300
• Add: Deputy Police Chief	\$232,000
• Remove: Civil Engineer I	(\$155,300)
• Add: Program Coordinator/Inspector	\$155,300
• Add: PW-Personnel	\$148,900
• Add: PW-Personnel	\$148,900
• Add: PW-Personnel	\$148,900
• Add: PW-Office Assistant I	\$115,230
• Add: Permit Tech	\$129,400
• Add: Permit Center (Parttime) Add'l Hrs	\$18,000
• Salary and Benefit Cost Updates/Projections	\$250,000

Personnel Request:

<u>Fund</u>	<u>Total</u>
• 001:	\$815,930
• 411:	\$446,700

Request Not Funded

- Bay Street Set Aside for Construction
- Storm Working Capital Policy: Working toward 25%
- Storm Stabilization Contribution
- Storm Prefunding Debt Obligations (Tremont & City Hall)
- PW Vehicle
- 3rd-Police Officer & Vehicle

***New Request are bolded for reference**

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	2	29.91	34.68
Permit Clerk	2	26.70	30.97
Permit Center Assistant	0.70	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	16.70		
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		

Personnel Position Listing			
Personnel Positions	FTE	Minimum	Maximum
Deputy Police Chief	2	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	19	34.65	47.58
Total Police Department	30.70		
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	0	39.24	45.51
Civil Engineer II	1	46.65	54.10
Stormwater Program Coordinator	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	2	39.24	45.51
Office Assistant II	1	26.70	30.97
Office Assistant I	1	25.24	29.27
Public Works Foreman	1	38.38	45.82
Mechanic	2	31.98	38.19
Electrician	1	33.92	40.51
Public Works Personnel	15	31.01	37.03
WA/SW/Storm Coordinators	3	33.33	39.79
Public Works Laborer	2	23.10	27.59
Total Public Works	37.00		
		Minimum	Maximum
Seasonal Public Works	Hourly	16.22	21.63
Intern	Hourly	16.22	21.63
Temporary Employee	Hourly	16.22	21.63
Grand Totals	108.00		

Personnel Position Listing			
Elected Officials		Positions	
Mayor	1	Annual	119,145.59
Council	7	Monthly	1,000
Total Elected	8.00		
Personnel Positions		FTE	Wages
		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 Tech	2	29.91	34.68
Permit Clerk	2	26.70	30.97
Permit Center Assistant	0.50	25.54	29.64
Permit Center Assistant	0.70	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		
Total Community Development	16.70		
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		

Personnel Position Listing			
Personnel Positions	FTE	Minimum	Maximum
Deputy Police Chief	4	63.37	73.51
Deputy Police Chief	2	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
Patrol Officer	19	34.65	47.58
Total Police Department	28.70		
Total Police Department	30.70		
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 I	0	39.24	45.51
Civil Engineer II	1	46.65	54.10
Stormwater Program Manager Coordinator	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
Project Coordinator/Inspector	2	39.24	45.51
Office Assistant II	1	26.70	30.97
Office Assistant I	1	25.24	29.27
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
Public Works Personnel	15	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		
Total Public Works	37.00		
		Minimum	Maximum
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		
Grand Totals	108.00		



Agenda Staff Report

Agenda Item No.:	<u>Business Item 7D</u>	Meeting Date:	<u>October 24, 2023</u>
Subject:	<u>Adoption of an Ordinance Amending</u>	Prepared by:	<u>Charlotte Archer</u>
	<u>POMC Sections 10.12.460,</u>		<u>City Attorney</u>
	<u>10.12.490, and 10.12.500 Regarding</u>	Atty Routing No.:	<u>366922-0011 – DCD</u>
	<u>Parking Regulations</u>	Atty Review Date:	<u>N/A</u>

Summary: The City has codified regulations for parking at Port Orchard Municipal Code (POMC) Chapter 10.12. As a continued housekeeping measure, working in conjunction with the City’s Parking Enforcement staff, the City’s Public Works Department inventories existing parking signage on a continual basis and identifies necessary corrections, revisions, and modifications to current POMC Chapter 10.12 at Sections 10.12.460 and 10.12.490 to reflect existing needs and conditions for parking within the City. In addition, the City recently executed an Interlocal Agreement with the Port of Bremerton, pertaining to the parking areas adjacent to the Marina Park. The City agreed to provide parking enforcement with the costs therefor paid by the Port. This requires the reintroduction of regulations pertaining to Lots 1, 3, and 4 to POMC 10.12.500, pertaining to parking lots. By this Ordinance, the Council would adopt the recommended amendments (see attached redline of the Ordinance to assist with review.).

Recommendation: Staff takes no position as to the Council’s decision to adopt a policy pertaining to endorsements.

Relationship to Comprehensive Plan: None.

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

Fiscal Impact: None, as additional parking enforcement will be paid by the Port of Bremerton.

Alternatives: Do not approve and provide alternative guidance.

Attachments: Ordinance
Redline of Ordinance (showing amendments)

ORDINANCE NO. _____

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

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

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

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

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

WHEREAS, the City and the Port of Bremerton recently entered into an Interlocal Agreement pertaining to the control of parking areas located adjacent to the Marina Park that are often utilized for public events serving the residents of Port Orchard, and the parking enforcement rules for those areas must be incorporated into the City's parking regulations to ensure authorized enforcement; and

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

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

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

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

10.12.460 Parking prohibited at all times.

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

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

10. Bay Street: at the southwest corner of the intersection with Arnold Avenue E, from the point of curvature to the point of tangency of the curve radius.
11. Bay Street: on the south side from Dekalb Street, 130 feet to the east.
12. Becky Avenue: on both sides of street, from Dallas Street south to dead end.
13. Bethel Avenue: on the west side from the driveway at 1130 Bethel Avenue, 245 feet north.
14. SW Bigler Way: on the south side of the street.
15. Bittern Lane: on both sides of the street from McCormick Village Drive to Wandering Way.
16. SW Blackburn Lane: on the south side of the street.
17. Bravo Terrace: on the east side, from the Bravo Terrace intersection south to the end of cul-de-sac.
18. Bristol Lane SE: on the east side of the street.
19. SW Cardiff Street: on the south side of the street.
20. Castleton Road SW: on both sides of the street.
21. Cedar Canyon: on both sides of the street within 100 feet of the Tremont Street right-of-way.
22. Chanting Circle SW: on both sides of street, from Old Clifton Road 260 feet. Then on the east

- side to Chanting Circle.
Then along the inside
curb of the remaining part
of Chanting Circle.
23. Chatterton
Avenue SW: on the west side of street.
24. Chowchilla
Way: on the south side of
street.
25. SW Colbert
Way: on left-hand side of street
as the traffic flows, from
Pickford Place SW to
Chatterton Avenue SW.
26. Currant Lane
SW: on the west side of the
street.
27. Dallas Street: on the right-hand side, as
the traffic flows.
28. DeKalb
Street: on south side from Cline
Avenue easterly to dead
end.
29. DeKalb
Street: on the south side, from
Sidney Avenue westerly
for a distance of 100 feet.
30. DeKalb
Street: on the north side, from
Tracy Avenue easterly to
the end of DeKalb Street.
31. DeKalb
Street: on the south side, from
Mitchell Avenue to the
east side of Tracy Avenue.
32. Donna
Street: on the south side of
street.
33. Donnegal
Circle SW: on both sides of the
street.
34. Egret Street: on the south side of the
street.
35. Explorer Ave: on the inside radius of the
street.
36. Fantail Place: on the east side of the
street.

37. Farragut Avenue: on both sides, from DeKalb Street to Morton Street; except, on the east side, 160 feet north of DeKalb Street.
38. SW Fielder Place: on the west side including the cul-de-sac.
39. Fiscal Street: on the south side of the street.
40. Forest Park Street: on both sides of the street.
41. Glenmore Loop: on the inside radius of the entire loop.
42. Glenwood Road SW: on the north side, from Sidney Road 350 feet west.
43. Great Glen Road SW: on the south side, from Telford Way SW easterly for a distance of 200 feet. From this point, on the west side of the street to SW Alava Court.
44. Great Glen Road SW: on the east side, from SW Alava Court to Gleneagle Avenue SW.
45. Grebe Way: on the north side, from Siskin Circle to Swift Avenue.
46. Guy Wetzel Street: on both sides from Bay Street to Perry Avenue.
47. Hales Court SW: on both sides of the street.
48. Hibiscus Circle SW: on the outside radius of the entire circle.
49. Huntington Street: on both sides from Olney Avenue to Glenmore Loop and the north side from Glenmore Loop to west end terminus.

50. Jabirin Way: on the north side of street.
51. Keppel Loop SW: on both sides of the street.
52. Kinross Road SW: on the east side of the street.
53. Koda Circle: along fire lanes where marked/posted.
54. Ladd Court SW: on both sides of the street.
55. Landis Court SW: on the northeast side.
56. Lawrence Street: on both sides of the street.
57. Lazuli Street: on the south side, from Wigeon Avenue to Siskin Circle.
58. Limerick Drive SW: on both sides of the street.
59. Lippert Drive: on both sides, from Pottery Avenue to Advantage Street.
60. Lloyd Parkway: on both sides from SW Old Clifton Road to Lumsden Road.
61. Lone Bear Drive: on both sides from Feigley Road to 100 feet west of Chatterton Avenue SW.
62. Longview Avenue: on east side of street.
63. Lowren Street: on the right-hand side, as the traffic flows on the one-way portion of the street.
64. Lumsden Road: on both sides of the street.
65. SE Markwick Road: on both sides of the street.

66. Marymere Road SW: on the south side, between Telford Way SW and Marymere Road SW.
67. Marymere Road SW: on the west side, from SW Alava Court to Great Glen Road SW.
68. Mitchell Avenue: on both sides, from Bay Street to Kitsap Street.
69. Murrelet Avenue: on both sides, from Old Clifton Road to Siskin Circle.
70. SE Nordmann Loop: on the outside curb of the entire loop.
71. SW Old Clifton Road: on both sides from Chanting Circle SW to Campus Parkway.
72. Olivine Drive SW: on both sides of the street.
73. SW Pendleton Way: on the south side of the street.
74. Perry Avenue: on the west side of the street.
75. SW Perth Place: on the south side of the street.
76. Pickford Place SW: on the left-hand side as the traffic flows on the street, from SW Colbert Way to end of cul-de-sac.
77. Plisko Avenue: on both sides, from Mitchell Avenue to Mile Hill Drive.
78. Pottery Avenue: on both sides of the street, within 100 feet of the Tremont Street right-of-way.
79. Prospect Street: on the inside radius of the curve between Robert Geiger Street and Frederick Avenue.

80. Retsil Road: on the west side, from the north corporate limits to the south property line of 982 Retsil Road.
81. Robert Geiger Street: other than official city vehicles, parking is prohibited at all times along the south side, from Bay Street to Prospect Street.
82. Rockwell Avenue: on both sides, from Bay Street to Kitsap Street.
83. Ross Street: on the south side of the 400 block.
84. Sage Court: on both sides of street.
85. Sage Street: on both sides from Pottery Avenue east for a distance of 70 feet and on the left-hand side, as the traffic flows, on the remainder of the street.
86. Seattle Avenue: on the east side, from Bay Street southerly for a distance of 82 feet.
87. SW Sedge St: On the north side of the street including the cul-de-sac.
88. Sherman Avenue: on the east side of the 1200-1300 block from the dead end 980 feet north.
89. Sidney Avenue: on the west side from Bay Street to Prospect Street.
90. Siskin Circle: on the inside curb of Siskin Circle throughout the circle.
91. Snowridge Avenue: on the left-hand side, as the traffic flows on the street.
92. Sprague on the right-hand side, as

Street:	the traffic flows on the one-way portion of the street.
93. Sroufe Street:	on the south side, from Sidney Avenue to Portland Avenue.
94. SW Stanwick Way:	on the right-hand side of street as the traffic flows, from Lone Bear Drive to Pickford Place SW.
95. Strathmore Circle SW:	on outside of circle traveling either direction.
96. SW Sunnyside Street:	on the south side of the street.
97. Sweany Street:	on the north side, from Cline Avenue westerly for a distance of 340 feet.
98. Sweany Street:	on the south side, from Sidney Avenue westerly for a distance of 200 feet.
99. Swift Avenue:	on west side, from Siskin Circle to Lazuli Street.
100. Thornhill Avenue SW:	on the south side of the street.
101. Tremont Place:	on both sides of street from 233 Tremont Place driveway to end of road guardrail.
102. Tremont Street:	on both sides of the street, within 100 feet of Pottery Avenue right-of-way.
103. Vardon Circle SW:	on both sides of the street.
104. Viridian Avenue SW:	on both sides of the street.
105. Wandering Way:	on the outside radius of the street.

- | | |
|---------------------|---|
| 106. Warbler Way: | on both sides of street from Old Clifton Road to Siskin Circle. |
| 107. Warbler Way: | from Siskin Circle to curve (park) on south side and on east side from curve (park) to Grebe Way. |
| 108. Waverly Rd SW: | on the west side of the street. |
| 109. Wilkins Drive: | on both sides, from the west terminus, eastward 350 feet. |

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

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

10.12.490 Parking time limited on certain streets.

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

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

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

- Sunday, and federal holidays.
8. Bay Street: on the north side at Ross Point (SR 166). There will be four-hour parking.
9. Bay Street: on the south side of Bay Street, west of Arnold Avenue E. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day, except Saturday, Sunday, and federal holidays.
10. Cline Avenue: on both sides, from Kitsap Street to Dwight Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
11. Cline Avenue: from the northeast corner of Kitsap Street and Cline Avenue northerly along the east line of Cline Avenue to Bay Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
12. Cline Avenue: on both sides, from Taylor Street to Division Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
13. DeKalb Street: on both sides, from Seattle Avenue to Sidney Avenue. There will be four-hour parking from

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

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

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

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

- day except Saturday,
Sunday, and federal
holidays.
34. Mitchell
Avenue: on the east side, from
DeKalb Street southerly to
the bus loading access
road, shall be designated
all day parking except for
the revetment area which
is two-hour parking from
8:00 a.m. to 5:00 p.m., on
any day except Saturday,
Sunday, and federal
holidays.
35. Morton
Street: on both sides, from
Rockwell Avenue westerly
for a distance of 230 feet
on both sides. There will
be four-hour parking from
8:00 a.m. to 5:00 p.m., on
any day except Saturday,
Sunday, and federal
holidays.
36. Morton
Street: on both sides, from
Rockwell Avenue easterly
for a distance of 230 feet
on both sides. There will
be four-hour parking from
8:00 a.m. to 5:00 p.m., on
any day except Saturday,
Sunday, and federal
holidays.
37. Prospect
Street: on both sides, from
Sidney Avenue to Robert
Geiger Street. There will
be four-hour parking from
8:00 a.m. to 5:00 p.m.
(except where posted as
one-hour parking for the
City Permit Center located
at 720 Prospect Street;
holders of residential

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

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

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

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

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

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

10.12.500 Parking time limited on certain city parking lots.

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

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

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

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

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

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

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

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

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

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

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

(k) Lot 1, which lies between Orchard and Frederick Streets, on the north of Bay Street. Parking in Lot 1 is Port Orchard Marina parking, subject to City enforcement via an Interlocal Agreement between the City and the Port of Bremerton. Parking in Lot 1 shall require a paid parking pass issued by the Port of Bremerton.

(l) Lot 3, which is the five rows of parking west of Harrison Avenue and east of and parallel to the library’s easternmost exterior wall. Parking in Lot 3 is Port Orchard Marina parking, subject to City enforcement via an Interlocal Agreement between the City and the Port of Bremerton. Parking in Lot 3 shall require a paid parking pass issued by the Port of Bremerton.

(m) Lot 4, which is all parking which lies east of Parking Lot 3 and Harrison Avenue and west of the Marina Park. Parking in Lot 4 is Port Orchard Marina parking, subject to City enforcement via an Interlocal Agreement between the City and the Port of Bremerton. Parking in Lot 4 shall require a paid parking pass issued by the Port of Bremerton.

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

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

SECTION 4. Authorization to Post Signs. The City Engineer is hereby directed to post the signs as required by this Ordinance upon the effective date of this Ordinance.

SECTION 5. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 6. Effective Date. This ordinance shall be in full force and effect five (5) days after posting and publication as required by law. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State Law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 24th day of October 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

SPONSOR:

Scott Diener, Councilmember

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO. ____-23

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

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

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

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

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

WHEREAS, the City and the Port of Bremerton recently entered into an Interlocal Agreement pertaining to the control of parking areas located adjacent to the Marina Park that are often utilized for public events serving the residents of Port Orchard, and the parking enforcement rules for those areas must be incorporated into the City's parking regulations to ensure authorized enforcement; and

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

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

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

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

10.12.460 Parking prohibited at all times.

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

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

- of the intersection with
Arnold Avenue E, from
the point of curvature to
the point of tangency of
the curve radius.
11. Bay Street: on the south side from
Dekalb Street, 130 feet to
the east.
12. Becky
Avenue: on both sides of street,
from Dallas Street south
to dead end.
13. Bethel
Avenue: on the west side from the
driveway at 1130 Bethel
Avenue, 245 feet north.
14. SW Bigler
Way: on the south side of the
street.
15. Bittern Lane: on both sides of the street
from McCormick Village
Drive to Wandering Way.
16. SW
Blackburn Lane: on the south side of the
street.
17. Bravo on the east side, from the
Terrace: Bravo Terrace
intersection south to the
end of cul-de-sac.
17. Bristol Lane
SE: on the east side of the
street.
18. SW Cardiff
Street: on the south side of the
street.
19. Castleton
Road SW: on both sides of the
street.
20. Cedar
Canyon: on both sides of the street
within 100 feet of the
Tremont Street right-of-
way.
21. Chanting
Circle SW: on both sides of street,
from Old Clifton Road 260
feet. Then on the east
side to Chanting Circle.

- Then along the inside
curb of the remaining part
of Chanting Circle.
22. Chatterton
Avenue SW: on the west side of street.
23. Chowchilla
Way: on the south side of
street.
24. SW Colbert
Way: on left-hand side of street
as the traffic flows, from
Pickford Place SW to
Chatterton Avenue SW.
25. Currant Lane
SW: on the west side of the
street.
26. Dallas Street: on the right-hand side, as
the traffic flows.
27. DeKalb
Street: on south side from Cline
Avenue easterly to dead
end.
28. DeKalb
Street: on the south side, from
Sidney Avenue westerly
for a distance of 100 feet.
29. DeKalb
Street: on the north side, from
Tracy Avenue easterly to
the end of DeKalb Street.
30. DeKalb
Street: on the south side, from
Mitchell Avenue to the
east side of Tracy Avenue.
31. Donna
Street: on the south side of
street.
32. Donnegal
Circle SW: on both sides of the
street.
33. Egret Street: on the south side of the
street.
34. Explorer Ave: on the inside radius of the
street.
35. Fantail Place: on the east side of the
street.
36. Farragut on both sides, from

- | | |
|-------------------------|--|
| Avenue: | DeKalb Street to Morton Street; except, on the east side, 160 feet north of DeKalb Street. |
| 37. SW Fielder Place: | on the west side including the cul-de-sac. |
| 38. Fiscal Street: | on the south side of the street. |
| 39. Forest Park Street: | on both sides of the street. |
| 40. Glenmore Loop: | on the inside radius of the entire loop. |
| 41. Glenwood Road SW: | on the north side, from Sidney Road 350 feet west. |
| 42. Great Glen Road SW: | on the south side, from Telford Way SW easterly for a distance of 200 feet. From this point, on the west side of the street to SW Alava Court. |
| 43. Great Glen Road SW: | on the east side, from SW Alava Court to Gleneagle Avenue SW. |
| 44. Grebe Way: | on the north side, from Siskin Circle to Swift Avenue. |
| 45. Guy Wetzel Street: | on both sides from Bay Street to Perry Avenue. |
| 46. Hales Court SW: | on both sides of the street. |
| 47. Hibiscus Circle SW: | on the outside radius of the entire circle. |
| 48. Huntington Street: | on both sides from Olney Avenue to Glenmore Loop and the north side from Glenmore Loop to west end terminus. |
| 49. Jabirin Way: | on the north side of |

- street.
50. Keppel Loop SW: on both sides of the street.
51. Kinross Road SW: on the east side of the street.
52. Koda Circle: along fire lanes where marked/posted.
53. Ladd Court SW: on both sides of the street.
54. Landis Court SW: on the northeast side.
55. Lawrence Street: on both sides of the street.
56. Lazuli Street: on the south side, from Wigeon Avenue to Siskin Circle.
57. Limerick Drive SW: on both sides of the street.
58. Lippert Drive: on both sides, from Pottery Avenue to Advantage Street.
59. Lloyd Parkway: on both sides from SW Old Clifton Road to Lumsden Road.
60. Lone Bear Drive: on both sides from Feigley Road to 100 feet west of Chatterton Avenue SW.
61. Longview Avenue: on east side of street.
62. Lowren Street: on the right-hand side, as the traffic flows on the one-way portion of the street.
63. Lumsden Road: on both sides of the street.
64. SE Markwick Road: on both sides of the street.
65. Marymere on the south side,

Road SW:	between Telford Way SW and Marymere Road SW.
66. Marymere Road SW:	on the west side, from SW Alava Court to Great Glen Road SW.
67. Mitchell Avenue:	on both sides, from Bay Street to Kitsap Street.
68. Murrelet Avenue:	on both sides, from Old Clifton Road to Siskin Circle.
69. SE Nordmann Loop:	on the outside curb of the entire loop.
70. SW Old Clifton Road:	on both sides from Chanting Circle SW to Campus Parkway.
71. Olivine Drive SW:	on both sides of the street.
72. SW Pendleton Way:	on the south side of the street.
73. Perry Avenue:	on the west side of the street.
74. SW Perth Place:	on the south side of the street.
75. Pickford Place SW:	on the left-hand side as the traffic flows on the street, from SW Colbert Way to end of cul-de-sac.
76. Plisko Avenue:	on both sides, from Mitchell Avenue to Mile Hill Drive.
77. Pottery Avenue:	on both sides of the street, within 100 feet of the Tremont Street right- of-way.
78. Prospect Street:	on the inside radius of the curve between Robert Geiger Street and Frederick Avenue.
79. Retsil Road:	on the west side, from the

- north corporate limits to the south property line of 982 Retsil Road.
80. Robert Geiger Street: other than official city vehicles, parking is prohibited at all times along the south side, from Bay Street to Prospect Street.
81. Rockwell Avenue: on both sides, from Bay Street to Kitsap Street.
82. Ross Street: on the south side of the 400 block.
83. Sage Court: on both sides of street.
84. Sage Street: on both sides from Pottery Avenue east for a distance of 70 feet and on the left-hand side, as the traffic flows, on the remainder of the street.
85. Seattle Avenue: on the east side, from Bay Street southerly for a distance of 82 feet.
86. SW Sedge St: On the north side of the street including the cul-de-sac.
87. Sherman Avenue: on the east side of the 1200-1300 block from the dead end 980 feet north.
88. Sidney Avenue: on the west side from Bay Street to Prospect Street.
89. Siskin Circle: on the inside curb of Siskin Circle throughout the circle.
90. Snowridge Avenue: on the left-hand side, as the traffic flows on the street.
91. Sprague Street: on the right-hand side, as the traffic flows on the

	one-way portion of the street.
92. Sroufe Street:	on the south side, from Sidney Avenue to Portland Avenue.
93. SW Stanwick Way:	on the right-hand side of street as the traffic flows, from Lone Bear Drive to Pickford Place SW.
94. Strathmore Circle SW:	on outside of circle traveling either direction.
95. SW Sunnyside Street:	on the south side of the street.
96. Sweany Street:	on the north side, from Cline Avenue westerly for a distance of 340 feet.
97. Sweany Street:	on the south side, from Sidney Avenue westerly for a distance of 200 feet.
98. Swift Avenue:	on west side, from Siskin Circle to Lazuli Street.
99. Thornhill Avenue SW:	on the south side of the street.
100. Tremont Place:	on both sides of street from 233 Tremont Place driveway to end of road guardrail.
101. Tremont Street:	on both sides of the street, within 100 feet of Pottery Avenue right-of-way.
102. Vardon Circle SW:	on both sides of the street.
103. Viridian Avenue SW:	on both sides of the street.
104. Wandering Way:	on the outside radius of the street.
105. Warbler	on both sides of street

Way:	from Old Clifton Road to Siskin Circle.
106. Warbler Way:	from Siskin Circle to curve (park) on south side and on east side from curve (park) to Grebe Way.
107. Waverly Rd SW:	on the west side of the street.
108. Wilkins Drive:	on both sides, from the west terminus, eastward 350 feet.

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

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

10.12.490 Parking time limited on certain streets.

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

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

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

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

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

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

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

- holidays.
8. Bay Street: on the north side at Ross Point (SR 166). There will be four-hour parking.
9. Bay Street: on the south side of Bay Street, west of Arnold Avenue E. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day, except Saturday, Sunday, and federal holidays.
- ~~10. Bravo Terrace: on the east side, from the Bravo Terrace intersection south to the end of cul-de-sac. There will be two-hour parking at all times.~~
11. Cline Avenue: on both sides, from Kitsap Street to Dwight Street. There will be four-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
12. Cline Avenue: from the northeast corner of Kitsap Street and Cline Avenue northerly along the east line of Cline Avenue to Bay Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday, and federal holidays.
13. Cline Avenue: on both sides, from Taylor Street to Division Street. There will be two-hour parking from 8:00 a.m. to 5:00 p.m., on any day except Saturday, Sunday,

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

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

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

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

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

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

23. Dwight Street: on both sides, from Mitchell Avenue westerly for a distance of 250 feet. There will be two-hour

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

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

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

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

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

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

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

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

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

10.12.500 Parking time limited on certain city parking lots.

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

- (a) Lot 2, which lies between Frederick Street and Sidney Avenue, north of Bay Street. Parking in Lot 2 shall be allowed for a maximum period of four hours, including two car charging stalls limited to four hours maximum, and one motorcycle stall.
- (b) Lot 5, which is all parking spaces on City Hall property (first floor entry). Parking in Lot 5 shall be for City Hall ADA parking patrons and official vehicles only. The police chief or their designate may authorize deviations to this policy for Lot 5, if necessary. No monetary charge.
- (c) Lot 6, which is all parking spaces abutting the landscaped area at the southwest corner of the intersection of Bay Street and DeKalb Street (Bayside Plaza). Parking in Lot 6 shall be allowed for a maximum period of two hours. No monetary charge.
- (d) Lot 7, which is all parking spaces located on the library property. Parking in Lot 7 shall be limited to library staff only. Access to Lot 7 and parallel parking stalls via the adjacent parcel to the south pursuant to easement AF# (8903310122). No monetary charge.
- (e) Lot 8, which lies east of City Hall, north of and adjacent to Prospect Alley (between Kitsap Street and Prospect Street). Lot 8 is for designated city vehicles and city employees via pass Monday through Friday. No monetary charge.
- (f) Lot 9, 720 Prospect Street, which lies east of Lot 8, north of and adjacent to Prospect Alley (between Kitsap Street and Prospect Street). Lot 9 is for designated vehicles and city employees via pass Monday through Friday. No monetary charge.

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

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

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

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

(k) Lot 1, which lies between Orchard and Frederick Streets, on the north of Bay Street. Parking in Lot 1 is Port Orchard Marina parking, subject to City enforcement via an Interlocal Agreement between the City and the Port of Bremerton. Parking in Lot 1 shall require a paid parking pass issued by the Port of Bremerton.

(l) Lot 3, which is the five rows of parking west of Harrison Avenue and east of and parallel to the library’s easternmost exterior wall. Parking in Lot 3 is Port Orchard Marina parking, subject to City enforcement via an Interlocal Agreement between the City and the Port of Bremerton. Parking in Lot 3 shall require a paid parking pass issued by the Port of Bremerton.

(m) Lot 4, which is all parking which lies east of Parking Lot 3 and Harrison Avenue and west of the Marina Park. Parking in Lot 4 is Port Orchard Marina parking, subject to City enforcement via an Interlocal Agreement between the City and the Port of Bremerton. Parking in Lot 4 shall require a paid parking pass issued by the Port of Bremerton.

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

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

SECTION 6. Authorization to Post Signs. The City Engineer is hereby directed to post the signs as required by this Ordinance upon the effective date of this Ordinance.

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

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

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 24th day of October, 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

SPONSORED BY:

Scott Diener, Councilmember



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366

(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7E</u>	Meeting Date:	<u>October 24, 2023</u>
Subject:	<u>Adoption of a Resolution and Accepting</u>	Prepared by:	<u>Brandy Wallace, MMC</u>
	<u>the Responsible Bidder and Approving a</u>		<u>City Clerk</u>
	<u>Contract with Kitsap Sun for the</u>	Atty Routing No:	<u>366922-0005</u>
	<u>City's Official Newspaper</u>	Atty Review Date:	<u>October 20, 2023</u>

Summary: RCW 35A.40.210 and 35.23.352(7) requires each city or town designate an Official City Newspaper of general population less than 20,000. The newspaper shall be of general circulation within the city or town and shall have been published regularly, at least once a week. Request for Newspaper Publication Services was noticed and published on September 29, 2023, and October 6, 2023, with bids being received no later than 4:00pm on October 13, 2023.

The City received the following bids:

Kitsap Sun:

Cost per single line	\$1.96
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Circulation Numbers:

City of Port Orchard (within city limits)	481
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South Kitsap Urban Growth Area	830
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Audited circulation:	Yes
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Port Orchard Independent:

Cost per single line	\$1.90
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Circulation Numbers:

City of Port Orchard (within city limits)	871
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South Kitsap Urban Growth Area	975
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Audited circulation:	No
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The City is authorized to review and consider circulation as a criteria upon which to base its selection of its official newspaper. Based on the responses submitted, the City has determined that the audited circulation numbers render Kitsap Sun's Bid as the responsible, most responsive bidder.

Recommendation: Staff recommends adopting a resolution accepting the bid and authorizing the Mayor to execute a contract with the Kitsap Sun as the City's Official Newspaper.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt a resolution accepting the bid and authorize the Mayor to execute an agreement with Kitsap Sun as the City's Official Newspaper as presented.

Fiscal Impact: Funds have been designated for publications as part of the 2023/2024 Biennial Budget.

Alternatives: None.

Attachments: Resolution and Bid documents.

RESOLUTION NO. _____

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

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

WHEREAS, pursuant to RCW 35.23.352(8) and RCW 35A.21.230, the City of Port Orchard, as a non-charter code city with a population under 20,000, the City must select its official newspaper of record by formal bid to the paper of general circulation in the community; and

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

WHEREAS, the City solicited bids for its newspaper of record, and received two responses, from Kitsap Sun and Port Orchard Independent; and

WHEREAS, in reviewing the bids submitted, it was determined that the audited circulation for the Kitsap Sun make it the preferred, responsible bidder; now, therefore,

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

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

THAT: The City Council hereby accepts the bid received by Kitsap Sun in response to the City's call for bids for the official newspaper.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 24th day of October 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
cityclerk@portorchardwa.gov
www.portorchardwa.gov

BID FORM

ALL INTERESTED BIDDERS MUST COMPLETE AND SUBMIT THE FOLLOWING:

RATES AND SERVICES

Describe rate(s) to be charged for publications, based on the following:

\$ 1.96 per single line (including applicable sales tax), and
19.17 main

\$ 3.07 class, _____ per column inch (including applicable sales tax).

If different rates apply for different types of publication(s) (i.e., legal notices, advertising, etc.). Please note if there are any charges, surcharges, taxes, or other fees in addition to the above-described rates? If so, please describe.

Note: Rates may not exceed the national advertising rate as defined in RCW 65.16.091.

CIRCULATION

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

481 Subscribers within City limits

830 Subscribers within the Port Orchard Urban Growth Area
(Zip Codes 98366 and 98367)

Audited circulation? ☒ Yes ☐ No

PUBLICATION

The City of Port Orchard desires publication on a particular date. How much lead time is required by your newspaper? 2 business days for liners and 3 business days for display ads

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

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

Confirm that you meet all requirements set out in RCW 65.16.020? ☒ Yes ☐ No

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

Name of Legal Newspaper: Kitsap Sun

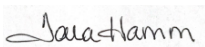
Signed:  Title: Director

Typed or printed Name: Tara Hamm

Address: 545 5th St City/State/Zip: Bremerton, WA 98337
866-431-8665

Telephone Number: Legal team 360-792-3333 option 3 Date: 9/27/2023

Email: t Hamm@gannett.com legal submissions: legals@kitsapsun.com





City of Port Orchard

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cityclerk@portorchardwa.gov
www.portorchardwa.gov

BID FORM

ALL INTERESTED BIDDERS MUST COMPLETE AND SUBMIT THE FOLLOWING:

RATES AND SERVICES

Describe rate(s) to be charged for publications, based on the following:

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

\$19 - (10 lines/inch) per column inch (including applicable sales tax).

If different rates apply for different types of publication(s) (i.e., legal notices, advertising, etc.). Please note if there are any charges, surcharges, taxes, or other fees in addition to the above-described rates? If so, please describe.

Note: Rates may not exceed the national advertising rate as defined in RCW 65.16.091.

CIRCULATION

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

871 Subscribers within City limits

975 Subscribers within the Port Orchard Urban Growth Area
(Zip Codes 98366 and 98367)

Audited circulation? Yes x No

PUBLICATION

The City of Port Orchard desires publication on a particular date. How much lead time is required by your newspaper? Friday prior at noon to Friday edition

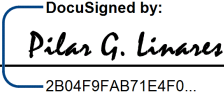
Confirm you publish in hard-copy at least once a week? ☒ Yes ☐ No

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

Confirm that you meet all requirements set out in RCW 65.16.020? ☒ Yes ☐ No

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

Name of Legal Newspaper: Port Orchard Independent

Signed:  Title: General Manager

Typed or printed Name: Pilar G. Linares

Address: 921 Hildebrand Lane #202 City/State/Zip: Bainbridge Island, WA 98383

Telephone Number: 206 - 201 - 2994 Date: 10/12/23

Email: plinares@soundpublishing.com

SOUND PUBLISHING INC.

911 Hildebrand Ln NE #202, Bainbridge Island, WA 98110

Brandy Wallace, MMC, CPRO
City Clerk/Assistant to the Mayor
City of Port Orchard
216 Prospect Street
Port Orchard, WA, 98366

October 12, 2023

Re: City of Port Orchard Official Newspaper of Record Bid and Port Orchard Independent Update

Dear Brandy,

We'd like to thank the City of Port Orchard for the opportunity to participate in the City's 2023/24 official newspaper of record call for bids. We are proud and honored to serve our community and welcome the possibility of resuming our long-standing partnership with Sound Publishing's weekly newspaper, the Port Orchard Independent.

This letter is also to provide the City of Port Orchard with a current status of the Port Orchard Independent for your consideration through the City's 2023-2024 official newspaper bid process.

Current Status: The Port Orchard Independent is a weekly paid publication with a Friday edition. As a paid newspaper model – it means that local residents purchase their subscriptions on an annual basis. Additionally, we also have single copy newspapers available at high traffic locations throughout the City of Port Orchard and surrounding areas.

Size Change: The Port Orchard Independent newspaper is printed as a broadsheet format – full page total dimensions are: (10" x 20.00").

Kitsap Daily News Website: As in previous years, all legal ads will be published on Sound Publishing's local website – kitsapdailynews.com. This website receives approximately 232,000 + monthly page views.

Thank you again for your support of our local company and local journalism.

DocuSigned by:
With best regards,
Pilar G. Linares

Pilar G. Linares

General Manager – Kitsap Group
Sound Publishing



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 7F
Subject: Approval of an Interlocal Agreement with the
Department of Emergency Management
Regarding Emergency Services

Meeting Date: October 24, 2023
Prepared by: Brandy Wallace
City Clerk
Atty Routing No: N/A
Atty Review Date: N/A

Summary: The Interlocal agreement between the City and the Department of Emergency Management (DEM) spells out our relationships with DEM as it pertains to decision making, control, management, funding and budget, and certain duties and responsibilities of the DEM.

The changes to this agreement in relationship to the previous contract are as follows:

- The Mayor will be allowed to designate a representative from the City, rather than only the Mayor serving.
- The removal of Bainbridge Island, as they have formed their own.
- The cost will be reduced, as previously it was depicted by population, and now it will be driven by the square mile land mass of the City's boundaries.

The agreement will be in effect when all signatories have signed the document. The estimated time will be at the end of the year.

Recommendation: Authorize the Mayor to sign the Interlocal agreement.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to authorize the Mayor to execute an Interlocal agreement between the City and the Department of Emergency Management for emergency services.

Fiscal Impact: Currently Port Orchard's contribution is \$38,768, which is adjusted annually with population changes. The new ILA we see a contribution amount of \$29,331 which will be static for at least 3 years.

Alternatives: Be solely responsible for all emergency management matters. While on the small scale, this may be acceptable, but we must rely on this larger agency for logistics, supplies, planning, etc., that is outside of our reach in larger situations/disasters.

Attachments: Contract

KC _____
SUPERSEDING
INTERLOCAL AGREEMENT FOR
EMERGENCY MANAGEMENT SERVICES

THIS SUPERSEDING INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (“Agreement”) is between the City of Bremerton, the City of Port Orchard, and the City of Poulsbo, all Washington state municipal corporations, (individually referred to as a “City” and collectively as the “Cities”), and Kitsap County, a Washington state political subdivision (“County”). All collectively referred to as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, allows public agencies to enter into agreements for joint and cooperative action more efficiently within their jurisdictions.

WHEREAS, County has established a Comprehensive Emergency Management Plan pursuant to chapter 38.52 RCW; and

WHEREAS, chapter 38.52 RCW, the Emergency Management Act, empowers local governmental entities to establish a program to respond to and manage emergencies and specifically authorizes two or more entities to join together to establish such a program;

WHEREAS, the Cities desire to contract with the County for coordinated emergency management services to augment, not supplant, the Cities’ responsibilities and obligations under chapter 38.52 RCW.

WHEREAS, the Parties desire to join together to execute this Emergency Management Services Agreement to multiply and combine their personnel, equipment, expertise, and other resources to provide coordinated emergency management services, subject to the terms and conditions of this Agreement.

WHEREAS, the Parties desire to enter into this new Emergency Management Services Agreement, to supersede and replace Interlocal Agreement for Emergency Management Services KC-46-13 and all amendments thereto, subject to the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises and covenants, the Parties agree as follows:

1. DEFINITIONS. The following definitions provided herein and as defined in RCW 38.52.010 shall apply unless otherwise provided in the Agreement.

- A. "Agreement" means this Superseding Emergency Management Services Agreement which includes Attachment A and B, and any subsequent amendments, all which are incorporated by reference.
- B. "Catastrophic incident" means any natural or human caused incident, including terrorism and enemy attack, that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, or government function as further defined and subsequently amended by RCW 38.52.010(6).
- C. "Catastrophic Event Playbook" means the Kitsap County DEM field guide for volunteers and emergency management personnel which provides guidelines to help survivors establish and support life-sustaining services in the event of a disaster.
- D. "Cities" means the cities of Bremerton, Port Orchard, and Poulsbo.
- E. "Comprehensive Emergency Management Plan" or "CEMP" means the preparation for and the carrying out of all emergency functions, to mitigate, prepare for, respond to, and recover from emergencies and disasters, and to aid victims suffering from injury or damage resulting from disasters caused by all hazards, whether natural, technological, or human caused, and to provide support for search and rescue operations for persons and property in distress as provided in RCW 38.52.010.
- F. "Core Capabilities" means distinct critical elements essential for the execution of each mission area: prevention, protection, mitigation, response, and recovery.
- G. "Council" means the Kitsap County Emergency Management Council.
- H. "Department" means the Kitsap County Department of Emergency Management responsible for performing local emergency management functions in incorporated and unincorporated Kitsap County.
- I. "Director" means the Director of the Department of Emergency Management or designee.
- J. "Disaster Recovery Framework" means the response to all types of disasters and emergencies built on a scalable, flexible, and support activities.
- K. "Duty Officer" means the Kitsap County Department of Emergency Management staff member that is assigned on a two-week rotational basis to attend to administrative tasks and incidents that require attention regardless of the time of day.
- L. "Emergency or disaster" means an event or set of circumstances which: (i) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences, or (ii) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency pursuant to RCW 43.06.010.

- M. "Emergency Management" means the preparation for and carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergencies and disasters, and to aid victims suffering from injury or damage resulting from disaster caused by all hazards, whether natural, technological, or human-caused, and to provide support for search and rescue operations for persons and property in distress.
 - N. "EOC" means the Kitsap County Emergency Operations Center.
 - O. "EOP" means an Emergency Operations Plan.
 - P. "FEMA" means the Federal Emergency Management Agency.
 - Q. "KCC" means the Kitsap County Code.
 - R. "KCDEM" means Kitsap County Department of Emergency Management.
 - S. "NIMS" means the National Incident Management System.
 - T. "Search and Rescue" means the acts of searching for, rescuing, recovering by means of ground, marine, or air activity any person who becomes lost, injured, or is killed while outdoors or as a result of a natural, technological, or human-caused disaster, including instances involving searches for downed aircraft when ground personnel are used.
 - U. "Services" means the emergency management services provided Kitsap County Department of Emergency Management to the Cities that have executed this Agreement and paid all fees due pursuant to the terms and conditions of this Agreement.
 - V. "Whole Community" means an approach that attempts to engage the full capacity of the private and nonprofit sectors, including businesses, faith-based and disability organizations, and the general public, in conjunction with the participation of local, tribal, state, and federal governmental partners.
2. PURPOSE: The purpose of this Agreement is to provide an economical mechanism for administration and coordination of the County's and Cities' Emergency Management Services to protect the public peace, health, and safety and preserve the lives and property of the people of the County and Cities; identify persons responsible for administering the Services; and define the Parties responsibilities as contemplated in RCW 39.34.030.
 3. ORGANIZATION. No separate legal or administrative entity is created by this Agreement nor do the Parties intend to create through this Agreement a separate legal or administrative entity subject to suit.

4. ADMINISTRATOR. Each Party shall designate an individual “Administrator”, by title or position, to oversee and administer that Party’s participation in this Agreement. Each Party shall communicate the identity of their respective Administrator to the Director, who is the Administrator for the County. No Party is intending to assume responsibility or liability for the actions, or failures to act, of the other party and/or their respective employees. Each Party may change their designated Administrator at any time by delivering written notice of their new Administer to the other Parties.
5. EFFECTIVE DATE/DURATION. This Agreement shall be effective when at least two Parties have executed this Agreement and shall remain in effect for three (3) years from that date, unless terminated or extended by the Parties. Should fewer than all named Parties execute this Agreement, the Agreement when filed as provided herein, will be effective between the County and the Parties that have executed the Agreement to the same extent as if no other Party had been named.
6. SERVICES. The Department will provide the Cities those Services identified in this Agreement and Attachment A in accordance with chapter 38.52 RCW, subject to the availability of County resources. All Services are provided without warranty of any kind, including without limitation the sufficiency and adequacy of the actions of the Parties in response to a catastrophic incident or disaster. Cities shall remain responsible for the provision of those items identified in Attachment B, and other services the Cities are required to provide by law.
7. ANNUAL FEES. The amount due from each City is based the square mile land mass of that City’s boundaries. In calculating the per capita charge, the total square miles of each City (numerator) are divided by the total square miles of the County (minus Bainbridge Island) (denominator) and that percentage is multiplied by the Department budget. The assessment amount for the County is identically determined by multiplying the square mile percentage of the unincorporated portion of the County by the budget amount. City assessments shall be paid on an annual basis. This section will be adjusted when the land mass allocation for any Party is changed, or new cities are incorporated.
8. INVOICE. The County send an invoice to the Cities in January for the annual service charge for the Services described in Attachment A. Cities shall make complete and timely payment of the amount invoiced regardless of whether the City opts to participate in all Services within 30 days of the invoice date.
9. FILING. Prior to entry into force, this Agreement will be filed with the Kitsap County Auditor’s Office or, alternatively, listed by subject on a public agency’s web site or other electronically retrievable public source in compliance with RCW 39.34.040.
10. TERMINATION. Any Party may terminate their participation in this Agreement with 30-days prior notice to the other Parties. The annual service fee will not be refunded in the event of termination. A terminated Party assumes no responsibility for the acts or omissions

occurring after the termination effective date but will remain liable for acts or omissions occurring prior to the termination effective date.

11. **PROPERTY.** The Parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a Party during this Agreement shall be held by and remain the property of the acquiring Party.
12. **EMERGENCY MANAGEMENT COUNCIL**
 - A. The Kitsap County Emergency Management Council is established as an advisory board to make recommendations to the Department and Board of County Commissioners. The Council will provide strategic guidance, assist in the continuous evaluations of objectives, assessment of outcomes, and proactively recommend changes.
 - B. Composition. The Council shall be composed of: (a) one county commissioner, and (b) the mayors of each participating City or a participating City mayor's designee.
 - C. Meetings. The Council will meet on a quarterly basis and at additional times as needed.
 - D. Open Meeting. The business and other matters that come before the Council shall be conducted during an open public meeting as required by law. Meetings may be scheduled at regular times or may be called as a special meeting on an as-needed basis. The chairperson, vice- chairperson, or the Director is authorized to call for a meeting.
 - E. Quorum. A quorum shall exist when at least: (a) one (1) county commissioner, and (b) a majority of the other members of the Council or their designee(s) are present. Business may be conducted by majority vote of the quorum unless otherwise provided in this Agreement.
 - F. Election. At the first meeting of each calendar year, the Council shall elect a chairperson. The chairperson shall serve for the remainder of the calendar year or until a successor is elected.
 - G. Minutes. The Director, or designee, shall keep the minutes of all meetings.
 - H. Rules. Council meetings shall be conducted in accordance with Robert's Rules of Order unless otherwise stated in the bylaws.
 - I. Notice. Prior to conducting and holding special meetings, each member of the Council shall be given 48- hours advance notice of the meeting and public notice shall be provided as required by state law.
13. **HOMELAND SECURITY AND EMERGENCY MANAGEMENT PERFORMANCE GRANT.** The Parties acknowledge the importance of sustaining Department staff and projects currently funded by federal grants. The County will provide prompt notice to the

Cities in the event the County's federal funding may be cut jeopardizing the Department's ability to provide the Services outlined in this Agreement. Following receipt of such notice, the Parties agree to discuss the need to reassess the Services and annual service charge.

14. EMERGENCY WORKER COMPENSATION. Persons registered as emergency workers for the County under a mission number issued by the state may be eligible to be compensated for injuries or death, for economic harm including personal property damage or loss, for expenses incurred for transportation, telephone, or other methods of communication, and for the use of personal supplies, when such injuries, death, economic harm, and or expenses are suffered or incurred as a result of participation in emergency management activities as provided in chapter 38.52 RCW and implementing regulations.
15. INDEPENDENT CAPACITY
 - A. Each Party will act as an independent contractor and its respective employees or agents will continue to be the employees or agents of that Party, which will be solely and exclusively responsible for their employees and agents. Employees and agents of one party will not be considered for any purpose whatsoever under this Agreement to be employees or agents of another Party to this Agreement. No Party will have the authority to bind another Party, absent a written agreement of the Parties, nor the authority to control the employees, agents, or contractors of another Party to this Agreement. All rights, duties and obligations of the employer will remain with the employing Party.
 - B. Each Party shall be solely and exclusively responsible for the compensation, benefits, training expenses, and all other costs and expenses for its employees. Each Party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations regarding its own employees.
16. INSURANCE. Each Party shall maintain in good standing during the term of this Agreement adequate general liability insurance to protect against losses and risks arising out of or related to the Services provided under this Agreement in such amounts as are prudent and customary for the jurisdiction.
17. LIABILITY. Liability for emergency management operations shall be limited as provided by chapter 38.52 RCW.
18. HOLD HARMLESS. To the extent not covered under chapter 38.52 RCW, each Party shall defend, indemnify, and hold harmless all other Parties from any and all claims arising out of the Party's negligent performance of this Agreement.
19. DISPUTE RESOLUTION. In the event of a dispute between the Parties regarding the terms and condition, or performance, of this Agreement, the Parties shall use their best

efforts to resolve those difference on an informal basis.

20. NOTICE. All notices will be delivered in writing to the named Administrator for each Party. Notice mailed by regular post (including first class) shall be deemed to have been given on the third business day following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.
21. NONDISCRIMINATION. No Party will discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.
22. LEGAL ADVICE AND REPRESENTATION. The Kitsap County Prosecuting Attorney's Office may provide legal advice and legal representation to the Kitsap County Emergency Management Council. Each City may obtain independent legal advice and representation from its City Attorney.
23. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable laws, rules, and regulations pertaining to them in connection with the Services provided and matters covered in the Agreement, including but not limited to applicable regulations of the Washington Department of Labor and Industries, including WA-DOSH Safety Regulations, and all relevant state and federal workplace safety requirements.
24. IMPLIED CONTRACT TERMS. Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
25. PUBLIC RECORDS ACT. Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with Washington state law, each Party agrees to maintain all records constituting public records and to produce or assist the other Party in producing such records, within the time frames and parameters set forth in state law.
26. NO JOINT VENTURE. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the Parties.
27. SEVERABILITY. The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, shall not affect any other terms or conditions of the Agreement and the Parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.

28. SURVIVAL. Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, without limitation, the respective responsibilities of each Party, compensation, and indemnification.
29. HEADINGS. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
30. ENTIRE AGREEMENT. The Parties acknowledge the Agreement is the product of negotiation between the Parties and represents the entire agreement of the Parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by the Agreement.
31. AMENDMENT. This Agreement may be amended from time to time as deemed appropriate by the Parties, provided, any such amendment will not become effective unless written and signed by all Parties to this Agreement with the same formality as this Agreement.
32. DISCLAIMER. Nothing in this Agreement will be construed in any manner that would limit a Party's authority or powers under law.
33. NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to be solely between the Parties. No part of this Agreement shall be construed to add, supplement, or amend existing rights, benefits, or privileges of any third-party. Nothing in this Agreement will be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity including, without limitation, the public or any member thereof, or to authorize anyone not a Party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.
34. ASSIGNMENT. The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by any Party, without the prior written consent of the Parties. Any attempt to assign this Agreement in violation of this provision shall be void and constitute a default in this Agreement.
35. NO WAIVER. A failure by any Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party.
36. GOVERNING LAW, VENUE, FEES. The Agreement will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050. Should any Party bring any legal action, each Party in such action shall bear the cost of its

own attorney's fees and court costs.

37. COUNTERPARTS, ELECTRONIC SIGNATURE. The Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
38. AUTHORIZATION. Any authorizations, actions required or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the Party. Each Party warrants and represents to the other that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the Party for whom they sign.

DATED this _____ day of _____, 2023

JAN GLARUM, Acting Director

DATED or ADOPTED this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

CHARLOTTE GARRIDO, Chair

CHRISTINE ROLFES, Commissioner

KATHERINE T. WALTERS, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

DATED this _____ day of _____, 2023

CITY OF BREMERTON

GREG WHEELER, MAYOR

APPROVED AS TO FORM:

ATTEST:

KYLIE FINNELL, City Attorney

ANGELA HOOVER, City Clerk

DATED this _____ day of _____, 2023

CITY OF PORT ORCHARD

ROBERT PUTAANSUU, MAYOR

APPROVED AS TO FORM

ATTEST

CHARLOTTE ARCHER, City Attorney

BRANDY RINEARSON, City Clerk

DATED this _____ day of _____, 2023.

CITY OF POULSBO

BECKY ERICKSON, MAYOR

APPROVED AS TO FORM

ATTEST

, City Attorney

RHIANNON FERNANDEZ, City Clerk

ATTACHMENT A
KITSAP COUNTY
DEPARTMENT OF EMERGENCY MANAGEMENT SERVICES

Kitsap County agrees to provide Services, through the Kitsap County Department of Emergency Management, to the Cities. The Services includes those items provided below.

1. GENERAL. KCDEM will maintain an emergency management organization that complies with state and federal guidelines. This organization will implement the concepts of NIMS and incorporate best practices of emergency management into its operations, such as: (i) developing and sustaining Core Capabilities across all mission areas; (ii) developing disaster management relationships with partners throughout the County and region, and (iii) incorporating the Whole Community perspective into all programs.
2. PLANNING. KCDEM will assist Cities in the development of executable disaster-related plans. KCDEM will maintain emergency management plans in accordance with applicable state and federal law, regulations, and guidance. KCDEM will use, and encourage the use of, systematic planning processes that engage the Whole Community.
 - A. KCDEM will maintain the County Comprehensive Emergency Management Plan and provide technical assistance (e.g., templates, meeting facilitation, and plan review) to Cities to assist the Cities in maintaining an EOP, as either a standalone plan or as an annex to the County's EMP, as provided in RCW 38.52.030 and WAC 118-30-060 (Emergency Plan). Plans will include an analysis of the natural, technological, or human caused hazards that could affect the County or a City, respectively. Plans will also describe a NIMS compliant incident management structure for use during multiagency and multijurisdictional operations and include the procedures to be used during emergencies for coordinating local resources, as necessary, and the resources of County agencies, departments, commissions, and boards.
 - B. KCDEM will maintain the County Natural Hazards Mitigation Plan, a FEMA-approved multi-jurisdictional hazard mitigation plan that complies with the Disaster Mitigation Act of 2000 and 44 CFR §201.6 (Local Mitigation Plan). Upon request, KCDEM will provide technical assistance (e.g., templates, meeting facilitation, and plan review) to the Cities to maintain an annex to the County's FEMA-approved hazard mitigation plan that meets the requirements of law.
 - C. KCDEM will maintain the County Disaster Recovery Framework. Upon request, KCDEM will provide technical assistance (e.g., templates, meeting facilitation, and plan review) to the Cities desiring to develop a jurisdictional Disaster Recovery Framework.
 - D. KCDEM will maintain standard procedures for an emergency operations center. Upon request, KCDEM will provide technical assistance (e.g., templates, meeting facilitation, and document review) to the Cities to assist in the development of

complementary procedures for their respective local emergency operations centers.

- E. KCDEM will participate in regional and state level planning efforts, representing the County and, unless otherwise specified, the Cities within the County. Examples of such efforts include the Statewide Catastrophic Incident Planning Team, and State Emergency Response Commission. The Cities have the option to participate.
3. TRAINING AND EXERCISE. KCDEM will assist the Cities to develop, maintain, or expand their emergency management capabilities. The prioritized capabilities to train and exercise are operational coordination, operational communications, situational assessment, logistics, public information, and planning. Each party will bear the cost of participating in training opportunities.
- A. KCDEM will conduct an annual training and exercise planning workshop to develop a coordinated training and exercise calendar. KCDEM will also send representatives on behalf of the County and Cities to the State's annual Integrated Preparedness Planning Workshop.
 - B. KCDEM will maintain a multi-year training and exercise plan that describes the outcomes of the exercise. KCDEM will produce and electronically distribute a monthly training and exercise calendar to the Cities.
 - C. KCDEM will maintain a training program that adheres to state and federal guidance, including the NIMS training plan and FEMA's Core Capability development sheets. This training program includes:
 - 1. KCDEM will assist the Cities in the development of a jurisdiction-specific NIMS compliance plan. This includes assistance in determining applicable courses and identifying online and in-person resources that can provide compliance-related courses. Cities retain the responsibility to track the individual training of their staff members and submit NIMS compliance reports per the State's policy.
 - 2. KCDEM will facilitate the delivery of two ICS-300 (Intermediate ICS for Expanding Incidents) courses and two ICS-400 (Advanced ICS for Complex Incidents) courses each year countywide.
 - 3. KCDEM will facilitate the delivery of one G191 (Emergency Operations Center/Incident Command System Interface) workshops each year, or as requested.
 - 4. KCDEM will facilitate the delivery of the Catastrophic Event Playbook, micro-island concept and use of Neighborhood Gathering Sites and Community Points of Distribution, as requested.
 - 5. KCDEM will deliver ICS-402 (ICS Overview for Executives/Senior Officials) or its equivalent to each requesting Cities in order to educate the Cities policy makers and to help them meet NIMS requirements as requested.
 - 6. On behalf of each City, KCDEM will process applications to host training opportunities available through FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium. Cities requesting such courses will be responsible for identifying a location and any costs associated with course delivery, such as refreshments and the like.

- D. KCDEM will maintain an exercise program that adheres to state and federal guidance, including the Homeland Security Exercise and Evaluation Program and applicable grant requirements. Unless otherwise specified, the intent of KCDEM's exercise program is to evaluate established plans and/or procedures and identify ways to improve those plans and/or procedures. The exercise program includes, without limitation:
1. Every three (3) years KCDEM will conduct a countywide functional exercise that evaluates the County's EMP, the procedures used in the EOC and the ability to coordinate with jurisdictions throughout the County. KCDEM strongly encourages all Cities to participate in that exercise and will provide technical assistance in the development of an exercise plan.
 2. Countywide, KCDEM will facilitate two (2) tabletop exercises per year. These exercises will evaluate the Cities' response plans and capabilities against various hazards that threaten the County.
 3. Countywide, KCDEM will facilitate four (4) stop the bleed courses per year.
 4. KCDEM will facilitate jurisdiction EOC workshops as requested. These workshops will be used to develop or update the scheduled Cities' EOC procedures.
 5. KCDEM will facilitate Jurisdiction EOC drills as requested. These drills will be used to validate the scheduled Cities EOC procedures.
 6. Countywide, KCDEM will conduct monthly communications drills with the Cities to ensure the viability of the disaster communication systems.
4. COORDINATING DISASTER RESPONSE ACTIVITIES. KCDEM and the Cities will coordinate their emergency response activities in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.
- A. KCDEM will maintain a 24-hour per day Duty Officer, who will serve as the primary point of contact to address emergency management-related requests on behalf of the Cities. The Duty Officer is available through direct phone call, or by request through Kitsap 911.
 - B. KCDEM will utilize multiple means of communication to notify, warn, and/or provide information and instruction to the general public regarding impending or occurring disasters, subject to available resources.
 - C. KCDEM will maintain and, when necessary, activate the EOC and implement the County CEMP and applicable procedures. The EOC may activate in anticipation of, or immediately after, catastrophic incidents or disasters. The EOC may also activate to provide support during pre-planned events or at the approved request of a City. Requests to activate the EOC will be made to the Director. The decision to activate the EOC, and at what level, is made by the Director.
 - D. KCDEM will maintain and, when necessary, facilitate the County Joint Information Center (JIC) and applicable procedures. The JIC may activate in anticipation of, or immediately after, disasters or emergency or to provide support during pre-planned

events or at the request of a City. Requests to activate the JIC will be made via the Duty Officer. The decision to activate the JIC, and at what level, is made by the Director.

- E. When activated, the EOC will coordinate resource requests among affected jurisdictions within the County. The EOC will also make available the County's emergency resources not required for use elsewhere during emergencies, the use of which shall be determined and prioritized by EOC. When necessary, KCDEM will request state and federal resources on behalf of the Cities through Washington's established emergency management protocols. Cities agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.
 - F. When activated, the EOC will coordinate situational awareness among affected jurisdictions within the County with its regional and state partners.
 - G. When activated, the EOC shall coordinate the delivery public information and messaging about critical lifesaving and life-sustaining information as necessary to expedite the delivery of emergency services and aid the public to take protective actions. Cities will identify appropriate points of contact with whom the EOC will communicate to form the information network commonly referred to as the JIC.
 - H. The Director may, in his/her discretion, deploy a liaison to one or more City to directly assist with incident management, technical support and assistance, and/or use of mobile assets. During activation of the EOC, KCDEM may request that the Cities deploy liaisons to the County EOC to enhance communication between the EOC and the incident site(s).
 - I. In the event, or anticipation, of a catastrophic incident or disaster, the Director may issue a proclamation of emergency or disaster anywhere within unincorporated Kitsap County, to be confirmed or rescinded by the board of county commissioners. KCC 2.104.090. Cities may do the same and should provide KCDEM with a copy of their respective proclamation as soon as practicable.
5. COORDINATING DISASTER RECOVERY ACTIVITIES. KCDEM and the Cities will coordinate their disaster recovery activities in order to endeavor to restore critical serves and establish a new normal for the affected area(s) as quickly as possible.
- A. KCDEM, in conjunction with the State's Emergency Management Division and FEMA will coordinate the formal post-disaster Preliminary Damage Assessment. Cities will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each City remains solely responsible for the payment of all costs and expenses the City incurs when responding to, or related to, an emergency event in the City and reimbursing for the same the other Party(ies) to this Agreement for the same in the event assistance is provided.
 - B. In the aftermath of a catastrophic incident or disaster, KCDEM will initiate the

transition of disaster response to disaster recovery. This includes implementing the County disaster recovery framework and establishing the recovery support functions found therein. When requested, the Cities will identify points of contact to be integrated into this process.

6. VOLUNTEER/EMERGENCY WORKER MANAGEMENT.

- A. KCDEM will maintain an emergency volunteer program that augments disaster and emergency response efforts. DEM will register volunteer emergency workers in accordance with the Washington State Emergency Workers' Program and maintain a central database of these volunteers. The KCDEM will provide to the Cities a list of the volunteers living within each jurisdiction's respective boundaries.
- B. KCDEM will work in collaboration with the Cities to develop volunteer capabilities that augment the Cities local disaster response efforts; specifically, disaster assistance response teams and/or the Kitsap Auxiliary Radio Service (KARS).
- C. Cities will identify potential KARS volunteers. The KCDEM will facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program and maintain a central database of these volunteers. The KCDEM will maintain a list of KARS volunteers living within each jurisdiction's respective boundaries.
- D. KCDEM will provide oversight to the county auxiliary communications service function, which provides redundant emergency communications services to KCDEM, its Cities, and stakeholders and partners as requested. KCDEM will assign trained KARS volunteers to augment the Cities' EOCs.
- E. Volunteers used for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, chapter 118-04 WAC, and this Agreement cannot be afforded protection under the Washington State Emergency Workers Program. Cities desiring to expand the use of volunteers beyond the scope established by KCDEM are required to provide coverage in accordance with L & I industrial Insurance regulations.

7. OUTREACH AND EDUCATION. KCDEM will work in conjunction with the Cities to provide disaster-related outreach and education to improve overall community resilience.

- A. KCDEM will develop, promote, and make available to the Cities preparedness materials related to the County's identified hazards of concern, and procure and make available FEMA produced preparedness materials. The amount of preparedness materials provided will be made on a case-by-case basis and based upon available supply.
- B. KCDEM will develop and promote individual preparedness messages to be delivered via its affiliation with local radio and TV stations, and across social media platforms.
- C. KCDEM will deliver preparedness presentations on behalf of the Cities, upon

request and when practicable. Such requests should be made at least 30-days prior to the presentation. Cities are responsible for providing an adequate facility and incurs any extraordinary costs associated with such events (e.g., refreshments, room rental costs, etc.)

- D. KCDEM will produce a quarterly report that summarizes its major activities for the previous quarter.
8. KCDEM RESOURCES. KCDEM maintains a number of resources that, when practicable, will be made available to the Cities. Requests for their deployment shall be made to the KCDEM duty officer or, when activated, the EOC. These resources include but are not limited to the items below. This is not intended to be an exhaustive list. Other services and/or resources may be available upon request.
- A. Mobile Command Vehicle (“MCV”). A command vehicle provides a motorized, self-contained, climate-controlled capability to augment incident management. Upon request of the MCV, KCDEM provides the MCV, and as needed, a pilot car to assist in routing the MCV to the requested ICP location.
 - B. Communications support.
 - C. Mobile emergency response trailer. This trailer provides a towed capability that can be used to augment community points of distribution, volunteer reception centers, or emergency operations centers.
 - D. Alert Warning System. KCDEM will manage and maintain an alert warning system that provides alerts and warnings to County residents. Access to this system for local alerting will be through the Duty Officer. Use of the system for wireless emergency alerts or other IPAWS protocols, is available only through the Duty Officer.

ATTACHMENT B RESPONSIBILITIES OF THE CITIES

The Services provided by KCDEM are intended to augment the services provided internally by the Cities. This Attachments outlines some, but not all, of the areas for which the Cities retain primary responsibility. Fulfillment of the specific responsibilities of the Expectations of the Cities will be commensurate with and appropriate for each individual jurisdiction.

1. GENERAL

- A. Each City will appoint an Administrator who will serve as that City's primary point of contact for KCDEM.
- B. Each City mayor shall be a member of the Kitsap County Emergency Management Council and may appoint one designee representative as an alternate, in accordance with KCC 2.104.060, to attend meetings. The name of and contact information for the mayor's designee shall be provided to the Director prior to February 1 of each calendar year, and as soon as possible following the designation of a new representative. The Council shall advise the Director of Emergency Management in matters such as: emergency management plans and programs, the Department's budget, rate schedules for emergency management service charges paid by contracting agencies, and other matters as requested by the Director and as provided in the Agreement.

2. PLANNING

- A. Cities will develop and maintain continuity of government and continuity of operations (COG/COOP) plans for their respective jurisdictions. Plans will include, at a minimum: for the preservation, maintenance, and/or reconstitution of the jurisdiction's government accomplished through succession of leadership; for the continued performance of minimal essential functions; and the necessary plans, procedures, and provisions for alternate facilities, personnel, resources, interoperable communications, and vital records/databases.
- B. Cities will maintain an EOP that describes a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations and includes the procedures to be used during emergencies for coordinating that jurisdiction's resources.
- C. Cities will identify a primary and alternate point of contact for each planning effort. Cities will convene work groups and provide meeting space as necessary to facilitate the development of plans including the jurisdiction's emergency operations plan, hazard mitigation plan, functional emergency management plans, and the like, as applicable.

3. TRAINING AND EXERCISE

- A. Cities will develop jurisdiction-level NIMS compliance plans, with assistance from the KCDEM. Cities are responsible for tracking the training of their staff members.
- B. Cities desiring to schedule specific training and exercise opportunities should do so by sending a representative to the annual training and exercise planning workshop.

Facilitating training and exercise opportunities not scheduled during the annual workshop shall be at the discretion of the Director.

4. DISASTER RESPONSE ACTIVITIES

- A. Cities will coordinate their emergency response activities with and through KCDEM in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.
- B. During, or in anticipation of, catastrophic incident or disaster, the Cities will activate their incident management structure and emergency operations plan and notify KCDEM as soon as practicable.
- C. When activated, the Cities will request County, state and/or federal resources through established emergency management protocols (i.e., from the KCDEM to the Washington State Emergency Operations Center). The Cities agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.
- D. Cities are responsible for the costs of response services provided specifically to their jurisdiction. The jurisdiction will participate in negotiating those costs with the vendor or service provider at time of request and prior to any expenditure. There is no expectation or responsibility implied by this agreement that a jurisdiction would subsidize the response costs of another jurisdiction.
- E. Cities shall submit incident-related information to the KCDEM and the KCDEM shall develop and provide comprehensive situation reports to the Cities, as well as to regional and state partners.
- F. Cities will identify appropriate points of contact with whom the KCDEM will communicate to form the information network. In the event both the Cities and the County EOC are activated for a major event, the Cities will ensure liaisons are assigned to coordinate information sharing.
- G. When requested and practicable, the Cities will deploy liaisons to the County EOC to enhance communication between the KCDEM and the incident site(s).
- H. Upon determining that a catastrophic incident or disaster has occurred or is imminent, the Cities will, under the provisions of applicable code, initiate through the Cities' appropriate authority a Proclamation of Emergency for their jurisdiction. Cities will notify KCDEM as soon as practicable of their intent to proclaim a disaster and provide KCDEM with a copy of the proclamation as soon as practicable.

5. COORDINATING DISASTER RECOVERY ACTIVITIES

- A. KCDEM and the Cities will coordinate their disaster recovery activities in order to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.
- B. Cities will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each City remains responsible for the costs it incurs.
- C. In the aftermath of a catastrophic incident or disaster, KCDEM will initiate the transition of disaster response to disaster recovery. When requested, the Cities will identify points of contact to be integrated into this process.

6. VOLUNTEER/ EMERGENCY WORKER MANAGEMENT. KCDEM will work in collaboration with the Cities to develop volunteer capabilities that augment the Cities' local disaster response efforts.
7. OUTREACH AND EDUCATION. KCDEM will work in conjunction with the Cities to provide disaster-related outreach and education in order to improve overall community resilience. Cities desiring presentations will make such requests to the Director at least 60 days prior to the proposed presentation date.



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	Business Item 7G	Meeting Date:	October 24, 2023
Subject:	Approval of Amendment No. 8 to	Prepared by:	Denis Ryan
	Contract No. 054-18 with RH2		Public Works Director
	Engineering, Inc. for the Marina Pump	Atty Routing No.:	366922-0009
	Station Rebuild Project	Atty Review Date:	October 18, 2023

Summary: On July 24, 2018, following a procurement process that complied with state and federal law and the City's procurement policies, the Port Orchard City Council approved Contract No. C054-18 with RH2 Engineering, Inc. (the "Consultant") for the Marina Pump Station Rebuild Project (the "Project"). The Project was identified as a priority task for the Public Works Department, and it was decided to implement a phased approach for the Project. RH2 began by providing 30% Design and Permit Coordination in the amount of \$250,000. A summary of subsequent Amendments is as follows.

Amendment No. 1	Time Only Extension	
Amendment No. 2	Time Only Extension	
Amendment No. 2A	Time Only Extension	
Amendment No. 3	30% to 80% Design	\$726,789 Additional Fee
Amendment No. 4	Additional Geotech	\$14,004 Additional Fee
Amendment No. 5	Time Only Extension	
Amendment No. 6	100% Ad Ready Design/Bid Support	\$679,025 Additional Fee
Amendment No. 7	Final Design and Construction Support	\$859,191 Additional Fee

Additional services are needed during construction for inspections and materials testing for the Project. Amendment No. 8 will increase the "Not to Exceed" amount by an additional \$54,550, for a new "Not to Exceed" total of \$2,583,559, inclusive of all work performed and compensated to date. Finally, Amendment No. 8 will extend the term of the Agreement to December 31, 2025.

Recommendation: Staff recommends the Council authorize the Mayor to execute Amendment No. 8 to Contract No. C054-18 with RH2 Engineering, Inc for the Marina Pump Station Rebuild Project to extend the duration of the contract to December 31, 2025, and increase the contract amount by \$54,550 for a total amended contract amount of \$2,583,559.

Relationship to Comprehensive Plan: Chapter 7 – Utilities (Sewer).

Motion for Consideration: I move to authorize the Mayor to execute Amendment No. 8 to Contract No. C054-18 with RH2 Engineering, Inc. for the Marina Pump Station Rebuild Project.

Fiscal Impact: The Project is budgeted in the 2023-2024 Budget. (GL Account 433.05.594.35.60)
Funding is a combination of a Dept of Ecology loan, ARPA Grant funds, and Sewer Enterprise Funds)

Alternatives: Do not approve and provide alternative guidance.

Attachments: Authorization for Amendment No. 8
Amendment No. 8 w/ Exhibits A, B & C

CITY OF PORT ORCHARD

Authorization for Amendment No. 8

Date: October 24, 2023

Project: Marina Pump Station Rebuild-
Phase 3-Final Design and Bid
Support and Phase 4 Services
during Construction

Contract / Job # C054-18

Consultant: RH2 Engineering, Inc
22722 29th Drive SE, Suite 210
Bothel, WA 98021

This Amendment Authorizes the following changes to the Agreement: Section 3 Terms. This agreement shall commence on July 24, 2018 ("Commencement Date") and shall terminate **December 31, 2025**, unless extended or terminated in writing as provided herein.


Section 4 Time and Materials Not to Exceed. Compensation for these services shall not exceed \$2,583,559 (inclusive of all amounts paid prior to the execution of Amendment No. 8 to this Agreement), without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit B and C.


Contract History					
	Amount	Sales Tax	Total	Date	Appvd by
Original Contract	\$250,000.00	\$0.00	\$250,000.00	24-Jul-18	Council
Amendment 1	\$0.00	\$0.00	\$0.00	22-Jul-19	Mayor
Amendment 2	\$0.00	\$0.00	\$0.00	10-Dec-19	Mayor
Amendment 2A	\$0.00	\$0.00	\$0.00	01-Apr-20	Mayor
Amendment 3	\$726,789.00	\$0.00	\$726,789.00	29-Jul-20	Council
Amendment 4	\$14,004.00	\$0.00	\$14,004.00	29-Dec-20	Mayor
Amendment 5	\$0.00	\$0.00	\$0.00	15-Jul-21	PW Director
Amendment 6	\$679,025.00	\$0.00	\$679,025.00	23-Feb-22	Council
Amendment 7	\$859,191.00	\$0.00	\$859,191.00	20-Dec-22	Council
Amendment 8	\$54,550.00	\$0.00	\$54,550.00	24-Oct-23	Council
Total Contract	\$2,583,559.00	\$0.00	\$2,583,559.00		

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


 Contractor Approval Signature

Richard L. Ballard, Director
 Printed Name & Title


 Public Works Director


 Printed Name

Public Works Contracts under \$35,000. change orders that individually do not exceed \$7,500 with an aggregate cap of \$10,000.

Public Works Contracts unbudgeted and under \$7,500: All Change Orders that do not exceed an aggregate cap of \$7,500 (Excluding underlying value), provided there are departmental funds available in the budget.

All Departments: Mayor approves any and all Change orders that do not exceed 10% of either authorized budget limit or contract amount established by City Council.

With a maximum aggregate amount of \$100,000. Total Contract Amount shall reset to reflect new Council-approved contract totals authorized prior to the requested change order. **Any individual Change order that is over \$100,000 requires Council approval.**

Approved: _____
Mayor

Attest: _____
City Clerk

Council Approval Date

Amendment No. 8 to Contract No. 054-18

CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT WITH RH2 ENGINEERING, INC.

THIS AMENDMENT No. 8 ("Amendment") to Contract No. 054-18 is entered into between the City of Port Orchard, a Washington municipal corporation ("City" or "Port Orchard") and RH2 Engineering Inc., a corporation organized under the laws of the State of Washington, located and doing business at 22722 29th Drive SE Suite 210, Bothell WA 98021 ("Consultant"). City and Consultant are each a "Party" and together "Parties" to this Amendment.

RECITALS:

WHEREAS, following a successful procurement process for the Preparation of Ad Ready Design (100% PS&E), Permitting and Full Construction Administration/Construction Management for the Marina Pump Station Rebuild Project, on July 24, 2018, the City executed a Professional Services Agreement for 2018-2019 Marina Pump Station Rebuild Project, Contract No. C054-18, with the Consultant ("Underlying Agreement"); and

WHEREAS, the Underlying Agreement was amended on July 22, 2019 (Amendment No. 1), December 10, 2019 (Amendment No. 2), and April 1, 2020 (Amendment No. 2A), each extending the duration of the Agreement; and

WHEREAS, Amendment No. 3 to the Underlying Agreement was approved and executed on July 29, 2020, and Amendment No. 4 was approved and executed on December 29, 2020, increasing the contract by \$726,789 and \$14,004, respectively, bringing the Underlying Agreement, as amended, to a Not to Exceed amount of \$990,793; and

WHEREAS, Amendment No. 5 was approved and executed on July 15, 2021, extending the duration of the Agreement; and

WHEREAS, on February 23, 2022, Amendment No. 6 was approved and executed, increasing the contract by \$679,025 to a Not to Exceed amount of \$1,669,818, including all work performed and compensated prior to Amendment No. 6; and

WHEREAS, Amendment No. 7 was approved and executed on December 20, 2022 to provide continuing efforts for final design, project management and services during construction for the Marina Pump Station Rebuild Project extending the duration of the Agreement and increasing the contract to a not to exceed amount of \$2,529,009.

WHEREAS, additional services are needed during construction for inspections and materials testing for the Marina Pump Station Rebuild Project, and the Parties have memorialized these additional tasks (within the scope of the initial project procurement) as set out in Exhibit A attached hereto; and

WHEREAS, the Consultant and the City have conferred and agreed to extend the duration of the agreement to December 31, 2025, and to increase the "Time and Materials Not to Exceed" amount, Section 4 (Compensation), of the agreement as described herein and in Exhibits B and C attached hereto; and

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

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

EIGHTH AMENDMENT TO AGREEMENT:

1. **Amendment.**

- a. The Scope of Work shall be amended to include the document attached hereto as Exhibit A and incorporated herein by this reference.
- b. Section 3, Terms, of the Agreement is hereby amended to read as follows:
This agreement shall commence on July 24, 2018 ("Commencement Date") and shall terminate December 31, 2025, unless extended or terminated in writing as provided herein.
- c. Section 4, Compensation, of the Agreement is hereby amended to read as follows:
TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$2,583,559 (inclusive of all amounts paid prior to the execution of Amendment No. 8 to this Agreement), without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B" and "C."

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

3. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Underlying Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Underlying 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 Underlying Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

4. **Effective Date.** This Amendment shall be effective as of October 24, 2023.

DATED this 24th day of October 2023.

CITY OF PORT ORCHARD, WASHINGTON

Robert Putaansuu, Mayor

ATTEST/AUTHENTICATED:

Brandy Wallace, CMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

CONSULTANT

Richard L. Ballard
Signature

Richard L. Ballard, Director
Printed Name and Title

EXHIBIT A
Scope of Work
Amendment No. 8
City of Port Orchard
Marina Pump Station Rebuild
Special Inspections and Materials Testing
September 2023

Background

The City of Port Orchard (City) has retained RH2 Engineering, Inc., (RH2) to design the retrofit of its aging Marina Pump Station. The existing sewer pump station was built in 1983 and is located near the intersection of State Route 166 and Orchard Avenue. The station is identified in the City's 2016 General Sewer Plan as needing additional capacity by buildout, at which time flows will be up to 8,435 gallons per minute, to accommodate the City's anticipated growth. Currently, the Marina Pump Station pumps all of the City's wastewater to West Sound Utility District's joint-use Wastewater Treatment Facility.

The City opened competitive bids for the project on July 18, 2023, and awarded the project to Stellar J Corporation. The City has requested that RH2 provide additional services during construction by coordinating third-party special inspections and materials testing. RH2 will subcontract with Krazan & Associates, Inc., (Krazan) to provide the special inspections and materials testing for the project. Services described herein will be performed to the level of effort identified in the Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.

Task 8 – Subconsultant Coordination and Management (Additional Work)

Objective: Coordinate with Krazan for special inspections and material testing of subgrade compaction testing, backfill compaction testing, asphalt placement observation and compaction testing, and concrete placement and compression testing.

Approach:

8.9 Coordinate scheduling of special inspections and materials testing, review special inspections and material testing reports, provide subconsultant inspection and testing reports to project stakeholders, review and approve subconsultant invoices.

Assumptions:

- *The third-party special inspections and materials testing estimate is attached as **Exhibit D**.*
- *City will give at least 48 hours' notice to allow Krazan to schedule services.*
- *All cancellations without a four (4) hour notice of cancellation will be subject to two (2) hour minimum charges per day cancelled.*

- *Services will be performed to the level of effort identified in the Fee Estimate. If additional testing is required or Krazan determines that the location of the project presents a safety concern, an amendment will be mutually determined to capture additional costs.*

RH2 Deliverables:

- Special inspections and materials testing reports in electronic PDF.
- Coordination, invoice review, and payment of third-party special inspections and materials testing.

EXHIBIT B**Fee Estimate****City of Port Orchard****Marina Pump Station Rebuild - Special Inspections and Materials Testing****Sep-23**

Description		Project Manager	Project Engineer	Project Accounting	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 8	Subconsultant Coordination and Management (Additional Work)	6	24	6	36	\$ 8,208	\$ 46,000	\$ 342	\$ 54,550
8.9	Coordinate scheduling of special inspections	6	24	6	36	\$ 8,208	\$ 46,000	\$ 342	\$ 54,550
PROJECT TOTAL		6	24	6	36	\$ 8,208	\$ 46,000	\$ 342	\$ 54,550

EXHIBIT C RH2 ENGINEERING, INC. 2023 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$161	\$/hr
Professional II	\$178	\$/hr
Professional III	\$198	\$/hr
Professional IV	\$217	\$/hr
Professional V	\$233	\$/hr
Professional VI	\$247	\$/hr
Professional VII	\$265	\$/hr
Professional VIII	\$278	\$/hr
Professional IX	\$278	\$/hr
Technician I	\$126	\$/hr
Technician II	\$137	\$/hr
Technician III	\$154	\$/hr
Technician IV	\$169	\$/hr
Technician V	\$184	\$/hr
Technician VI	\$203	\$/hr
Technician VII	\$220	\$/hr
Technician VIII	\$231	\$/hr
Administrative I	\$84	\$/hr
Administrative II	\$98	\$/hr
Administrative III	\$117	\$/hr
Administrative IV	\$137	\$/hr
Administrative V	\$158	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.6550	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

Attachment A - Estimated Fees for Continuous & Periodic Special Inspection and Material Testing Services

Marina Pump Station Improvements
707 Sidney Prky. (near Port Orchard Marina)
Port Orchard, WA

Field Testing, Inspection & Professional Services

Project Administration & Management

	Trips	Units	Rate	Total
Project Manager	-	6	\$135.00	\$810.00
Project Administrator	-	2	\$65.00	\$130.00
			Subtotal	\$940.00

Earthwork & Foundations

	Trips	Units	Rate	Total
Engineering Technician	21	60	\$75.00	\$4,500.00
Project Manager	-	4.5	\$135.00	\$607.50
Project Administrator	-	4.5	\$65.00	\$292.50
Vehicle Round Trip Charges (associated mileage)	-	21	\$48.96	\$1,028.16
			Subtotal	\$6,428.16

Concrete, Masonry, & Shotcrete

	Trips	Units	Rate	Total
Engineering Technician	38	116	\$75.00	\$8,700.00
Project Manager	-	9.5	\$135.00	\$1,282.50
Project Administrator	-	9.5	\$65.00	\$617.50
Vehicle Round Trip Charges (associated mileage)	-	38	\$48.96	\$1,860.48
			Subtotal	\$12,460.48

Paving - HMA, PCC, Pervious

	Trips	Units	Rate	Total
Engineering Technician	2	6	\$75.00	\$450.00
Project Manager	-	0.5	\$135.00	\$67.50
Project Administrator	-	0.5	\$65.00	\$32.50
Vehicle Round Trip Charges (associated mileage)	-	2	\$48.96	\$97.92
			Subtotal	\$647.92

Laboratory Testing & Project Consumables

Aggregates and Soils

	Units	Rate	Total
Moisture-Density Relations of Soils (ASTM D698, D1557; WSDOT/AASHTO T99, T180)	4	\$250.00	\$1,000.00
Sieve Analysis - Processed (Each Size), ASTM C136	4	\$125.00	\$500.00
		Subtotal	\$1,500.00

Concrete, Shotcrete and Gunitite

Cylinder, Beams & Cores

	Units	Rate	Total
Compression Test, 6" x 12" or 4" x 8" Cylinders, (ASTM C39; WSDOT/AASHTO T22, T106)	540	\$25.00	\$13,500.00
		Subtotal	\$13,500.00

Asphalt Concrete

Hot Mixed Asphalt

	Units	Rate	Total
Asphalt Content Of Bituminous Mixtures By Ignition Method (ASTM D6307; WSDOT/AASHTO T308)	2	\$225.00	\$450.00
Aggregate Gradation on Extracted Sample - Including Wash (AASHTO T11 and T27)	2	\$125.00	\$250.00
Maximum Theoretical Unit Weight, (Rice) (ASTM D2041; WSDOT/AASHTO T209)	2	\$150.00	\$300.00
		Subtotal	\$1,000.00
Total Estimated Cost:			\$36,476.56

Notes: This cost estimate is based on the scope of services outlined in our proposal identified as:

KA Proposal No.: T23237WAP Dated: August 17, 2023

A 3 hour minimum charge, portal-to-portal charge applies to all inspections. Cost for construction testing and inspections services are highly dependent on the contractors actual schedule; weather, overlapping of work and other factors. Therefore the quantities listed in our cost estimate should be considered approximate. Krazan & Associates does not control the work or production rate. Therefore, the estimate provided above does not imply a lump sum fee, not-to-exceed fee or guaranteed maximum price. The cost estimate does not include overtime, retest, or change in conditions or schedule.



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of September 26, 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 via Zoom
Councilmember Cucciardi	Present
Councilmember Diener	Present
Councilmember Lucarelli	Present
Councilmember Rosapepe	Present
Mayor Putaansuu	Present

Staff present: Public Works Director Ryan, Finance Director Crocker, City Attorney Chambers, City Clerk Wallace, and Deputy City Clerk Floyd.

Staff present via Zoom: Community Development Director Bond

The meeting streamed live on YouTube.

A. PLEDGE OF ALLEGIANCE (Time Stamp 00:36)

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

2. APPROVAL OF AGENDA (Time Stamp: 00:58)

MOTION: By Councilmember Trenary, seconded by Councilmember Diener, to add the excusal of Councilmember Cucciardi due to personal reasons.

The motion carried.

MOTION: By Councilmember Rosapepe, seconded by Councilmember Lucarelli, to approve the agenda as amended.

The motion carried.

3. CITIZENS COMMENTS (Time Stamp: 02:03)

Jeff Daily, Francis Doyle, David Cruz, Gina Cole, Holly Cruz, Rhonda Edwards, Dave and Michael G. voiced their concerns of the South Kitsap School bond.

Gerry Austin, treasurer of South Kitsap School Supporters, voiced his approval of the South Kitsap School bond.

4. CONSENT AGENDA (Time Stamp: 24:04)

- A.** Approval of Voucher Nos. 86643 through 86701 including bank drafts in the amount of \$299,095.34 and EFT's in the amount of \$763,352.51 totaling \$1,062,447.85.
- B.** Approval of Payroll Check Nos. 86636 through 86642 including bank drafts and EFT's in the amount of \$235,904.98 and Direct Deposits in the amount of \$229,124.02 totaling \$465,029.00.
- C.** Adoption of a Resolution Approving After the Fact Change Order No. 1 to Contract No. 052-23 with County Line Construction, LLC for the Abatement of Code Violations Occurring at 1691 SE Crawford Road, Part of the Crawford Road Abatement Project **(Resolution No. 094-23)**
- D.** Adoption of a Resolution Approving a Contract with Bureau Veritas for Building/Fire Code Plan Review and Inspection Services **(Resolution No. 095-23 and Contract No. 078-23)**
- E.** Adoption of a Resolution Approving a Contract with TMG Services, Inc. for Well No. 7 Chlorination Equipment **(Resolution No. 096-23 and Contract No. 074-23)**
- F.** Approval of an Interlocal Grant Agreement with the Washington State Traffic Safety Commission (WTSC) for High-Visibility Safety Emphasis Patrols **(Contract No. 079-23)**
- G.** Approval of the September 12, 2023, City Council Meeting Minutes
- H. NEW:** Excusal of Councilmember Cucciardi Due to Personal Reasons

MOTION: By Councilmember Diener, seconded by Councilmember Trenary, to approve the Consent Agenda as amended.

The motion moved.

5. PRESENTATION

A. Legislative Update (Time Stamp 24:40)

Josh Weiss and Annika Vaughn with Gordon Thomas Honeywell Government Relations provided a presentation, '2024 Legislative Agenda Development', which included the meeting agenda, 2023 session overview, 2024 legislative session, approach to legislative agenda development, returning legislative issues, potential 2024 legislative agenda items, and next steps.

B. Bethel Phase 1 Survey Results and Preferred Alternative (Time Stamp 52:12)

City Engineer Hammer and Patrick Holm with SCJ Alliance, provided a presentation, 'Bethel Phase 1 Street Improvement Project', which included the Bethel Road corridor, phasing strategies, Blueberry 3-leg single-lane roundabout concept, Salmonberry 4-leg multi-lane roundabout concept, Salmonberry 4-leg single lane roundabout concept, Salmonberry 3-leg single lane roundabout concept, Salmonberry East (Hidden Hills Development), and public survey results.

The recommendation for the roundabout is the 4-leg single lane roundabout at Salmonberry and Bethel Road.

C. South Kitsap School Bond (Time Stamp 1:10:34)

South Kitsap School Superintendent Winters and Amy Allen, spoke to the bond including the history of South Kitsap schools, timeline of bond development, bond principles aligned with feedback, school replacements, safety, security & capital improvements, high school modernization, and bond cost projection.

6. PUBLIC HEARING

There was no public hearing.

7. BUSINESS ITEMS

A. Adoption of an Ordinance Delegating Bond Authorization (Time Stamp 1:27:30)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Diener, to adopt an ordinance authorizing the Mayor and Finance Director to finalize the issuance of the bonds as identified in the ordinance.

**The motion carried.
(Ordinance No. 023-23)**

B. Adoption of an Ordinance Designating the McCormick Development Corporation as Open Space and Approve the Current Use Assessment Request (Time Stamp: 1:30:13)

MOTION: By Councilmember Diener, seconded by Councilmember Lucarelli, to adopt an ordinance designating the McCormick Development Corporation property as Open Space and approve the Current Use Assessment request for Kitsap County Tax Parcel No. 5686-000-058-0001, as presented.

**The motion carried.
(Ordinance No. 024-23)**

C. Adoption of a Resolution Approving a Preferred Design Alternative for the Bethel Phase 1 Project (Time Stamp 1:35:30)

MOTION: By Councilmember Trenary, seconded by Councilmember Rosapepe, to adopt a resolution approving the design team's recommended preferred alternative as presented at tonight's Council meeting.

**The motion carried.
(Resolution No. 097-23)**

D. Adoption of a Resolution Approving a Contract with He Development, LLC, for Payment in Lieu of Specific Performance of the Construction of Frontage and Sidewalk Improvements on SE Salmonberry Road (Time Stamp 1:41:10)

MOTION: By Councilmember Lucarelli, seconded by Councilmember Diener, to adopt a resolution authorizing the Mayor to execute the Payment in Lieu of Construction Agreement as presented.

The motion carried.

(Resolution No. 098-23 and Contract No. 080-23)

E. Approval of Amendment No. 2 to Contract No. 083-22 with Shea Carr & Jewel, Inc. dba SCJ Alliance for Bethel Phase 1-Street Improvement Project (Time Stamp 1:46:59)

MOTION: By Councilmember Chang, seconded by Councilmember Trenary, to authorize the Mayor to execute Amendment No. 2 to Contract No. 083-22 with Shea Car & Jewell, Inc. dba SCJ Alliance, Inc for Bethel Phase 1-Street Improvement Project.

The motion carried.

8. DISCUSSION ITEMS (No Action to be Taken)

There were no discussion items.

9. REPORTS OF COUNCIL COMMITTEES (Time Stamp: 1:49:54)

Mayor Putaansuu reported the Utilities Committee is scheduled to meet November 14th. The Finance Committee is scheduled to meet October 17th. The Land Use Committee is scheduled to meet October 4th. The Sewer Advisory Committee is scheduled to meet October 4th.

Councilmember Chang reported on the September 26th Transportation Committee meeting.

Councilmember Lucarelli reported on the September 25th Festival of Chimes and Lights Committee meeting. The next meeting is scheduled for October 16th.

10. REPORT OF MAYOR (Time Stamp 1:55:41)

The Mayor reported on the following:

- Update on McCormick Woods splashpad.
- In accordance with Resolution 007-11 'Establishing a Process for Future Amendments to the City's Personnel Policies and Procedures, he reported on housekeeping changes to the Worker's Compensation and Accident Prevention Plan, clarifications in Health and Welfare Insurance Benefits, housekeeping and clarification changes to Use of City Credit Cards, and policy change to encourage employees who have restraining orders against others to report that to the City.

- Upcoming KRCC Legislative Reception.
- Update on community event center presentation and Kitsap Public Facilities.
- Social media and public posts about Port Orchard.

11. REPORT OF DEPARTMENT HEADS (Time Stamp 1:59:57)

Finance Director Crocker reported we are fully engaged in the mid-biennial budget review.

City Clerk Wallace reported the Lodging Tax Committee has been formed and a meeting date to review the 2024 lodging tax applications will be scheduled soon.

Community Development Director Bond reported on single family building permit activity, and delays of new building codes.

12. CITIZEN COMMENTS (Time Stamp 2:02:53)

Mr. Mason spoke about the National Week Without Driving Challenge.

Jeff Daily, Rhonda Edwards, Francis Doyle, Gina Cole, Dave, Jamie Cross, voiced their concerns with the South Kitsap School District bond.

Glen Walker spoke about driving and transportation issues along Ramsey Road and said he is happy about the approval for the 4-leg single lane roundabout at Salmonberry and Bethel Road.

John Bass asked the City to remove the yellow curb east of 2476 SW Siskin Circle and explained why it has become an issue.

Alex Chrostowski voiced concerns with the Aphrodisia Boutique and said they will be holding a protest to hopefully get the store to change their policies.

13. GOOD OF THE ORDER (Time Stamp 2:30:46)

Councilmember Chang encouraged everyone to look at the source of where social media posts are coming from and said he believes some of the negative articles about Port Orchard are from people wanting the City to stay small and prevent new people from moving here.

Councilmember Rosapepe reminded the public that they had a very in-depth discussion about the bonds that were approved tonight at last week's work study session.

Mayor Putaansuu agreed and added the bonds have also been discussed with the Finance Committee.

14. EXECUTIVE SESSION

There was no executive session.

15. ADJOURNMENT

The meeting adjourned at 9:03 p.m. No other action was taken. Audio/Visual was successful.

Brandy Wallace, MMC, City Clerk

Robert Putaansuu, Mayor



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of October 10, 2023**

1. CALL TO ORDER AND ROLL CALL

Mayor Pro-Tem Trenary called the meeting to order at 6:30 p.m.

Roll call was taken by the City Clerk as follows:

Mayor Pro-Tem Trenary	Present
Councilmember Chang	Present
Councilmember Clauson	Absent
Councilmember Cucciardi	Present
Councilmember Diener	Present
Councilmember Lucarelli	Present
Councilmember Rosapepe	Present via Zoom
Mayor Putaansuu	Absent

Staff present: Public Works Director Ryan, Community Development Director Bond, City Attorney Archer, Police Chief Brown, and City Clerk Wallace.

The meeting streamed live on YouTube.

A. PLEDGE OF ALLEGIANCE (Time Stamp 00:31)

Mayor Pro-Tem Trenary led the audience and Council in the Pledge of Allegiance.

2. APPROVAL OF AGENDA (Time Stamp: 00:53)

MOTION: By Councilmember Cucciardi, seconded by Councilmember Lucarelli, to approve the agenda as presented.

The motion carried.

3. CITIZENS COMMENTS (Time Stamp: 01:23)

Jeff Daily voiced approval of the ordinance going before Council this evening for the City to not endorse bonds or levy's. He would also like more information on the delay in building codes.

Stanley Smith voiced concerns with flooding, high tides, and homeless individuals near his property.

Dave Kimball voiced his approval of the ordinance for Council to not endorse bonds or levy's, and voiced concerns with a business on Bay Street.

4. CONSENT AGENDA (Time Stamp: 11:29)

- A.** Approval of Voucher Nos. 86709 through 86750 including bank drafts in the amount of \$650,177.37 and EFT's in the amount of \$98,191.54 totaling \$748,368.91.
- B.** Approval of Payroll Check Nos. 86702 through 86708 including bank drafts and EFT's in the amount of \$241,139.60 and Direct Deposits in the amount of \$233,381.16 totaling \$474,520.76.
- C.** Adoption of an Ordinance Amending Ordinance No. 013-23, Delaying the Effective Date for the 2021 Building Codes (**Ordinance No. 028-23**)
- D.** Adoption of a Resolution Approving an Amended Memorandum of Agreement with the Port of Bremerton for Waterfront Parking (**Resolution No. 099-23 and Contract No. 083-23**)
- E.** Adoption of a Resolution Approving Two Nonexclusive Perpetual Easements with Puget Sound Energy for a Portion of City Owned Property (**Resolution No. 100-23**)
- F.** Adoption of a Resolution Approving a Contract with Public Safety Testing for Entry Level Police Officer Testing (**Resolution No. 101-23 and Contract No. 001-24**)
- G.** Approval of Road Closures for a Special Event: 2023 Festival of Chimes and Lights
- H.** Approval of a Memorandum of Understanding with Teamsters Local 589 Representing Police Support Employees Re: Closure of City Hall
- I.** Approval of Amendment No. 1 to Contract No. 004-23 with Kitsap County Prosecuting Attorney for Prosecution of Municipal Criminal Complaints and Civil Infractions
- J.** Approval of the September 19, 2023, City Council Work Study Session Meeting Minutes
- K.** Excusal of Councilmember Clauson for Business Reasons

MOTION: By Councilmember Diener, seconded by Councilmember Chang, to approve the Consent Agenda as presented.

The motion moved.

5. PRESENTATION

There were no presentations.

6. PUBLIC HEARING

A. Ordinance Approving the Diaz Meadows Development Agreement (Time Stamp 12:09)

Mayor Pro-Tem Trenary opened the public hearing at 6:46 p.m.

Boyd Huddleston spoke about the setback near Old Clifton Road and asked about putting emphasis on it so when you are driving you are not seeing the apartments, but rather the natural habitat.

In response to **Mr. Huddleston**, Community Development Director Bond provided the landscape plan and spoke about sidewalks and setbacks.

In response to **Julia**, Community Development Director Bond said this is a proposed 3-story building, but because of the topography, one of the stories will be mostly below the adjacent road grade on Old Clifton.

Patty Lock asked if any thought has been put into the impact this is going to have on infrastructure and spoke to current traffic issues.

In response to **Aaron**, Community Development Director said the file number for the Land Disturbing Activity Permit is PW22-054 which is a LDAP Permit for Diaz Meadows, and permitcenter@portorchardwa.gov is the email address to send any comments.

There being no more testimony, Mayor Pro-Tem Trenary closed the public hearing at 6:55 p.m.

7. BUSINESS ITEMS

A. Adoption of an Ordinance Approving the Diaz Meadows Development Agreement (Time Stamp 25:10)

MOTION: By Councilmember Lucarelli, seconded by Councilmember Diener, to adopt an ordinance authorizing the Mayor to execute a Development Agreement with Diaz Meadows, LLC as presented.

The motion carried.

(Ordinance No. 025-23 and Contract No. 083-23)

B. Adoption of an Ordinance Repealing POMC 3.48 Concerning the City's Multifamily Tax Exemption (Time Stamp: 27:51)

MOTION: By Councilmember Chang, seconded by Councilmember Cucciardi, to adopt an ordinance repealing POMC 3.48 concerning multifamily tax exemptions as presented.

The motion carried.

(Ordinance No. 026-23)

C. Adoption of an Ordinance Adopting POMC Section 2.04.235, Regarding Endorsements by the City Council (Time Stamp 34:38)

MOTION: By Councilmember Diener, seconded by Councilmember Trenary, to adopt an ordinance establishing Port Orchard Municipal Code Section 2.04.235, pertaining to endorsements by the City Council.

The motion moved. Councilmember Rosapepe voted no.

(Ordinance No. 027-23)

8. DISCUSSION ITEMS (No Action to be Taken)

There were no discussion items.

9. REPORTS OF DEPARTMENT HEADS (Time Stamp: 41:20)

City Clerk Wallace reported the Lodging Tax Advisory Committee is scheduled to meet October 11th to hear presentations from 2024 lodging tax funding applicants.

Police Chief Brown reported another police officer has been hired.

City Attorney Archer provided an update on the Grants Pass decision and the unhoused.

Community Development Director Bond provided an update on single family residential building permits.

Public Works Director Ryan reported on the City Hall Project, Marina Lift Station, Bay Street Lift Station, and a new hire in public works.

10. REPORT OF COUNCIL COMMITTEES (Time Stamp 46:21)

Mayor Pro-Tem Trenary reported the Utilities Committee is scheduled to meet November 14th. The Finance Committee is scheduled to meet October 17th. The Transportation Committee is scheduled to meet October 24th. The Festival of Chimes and Lights Committee is scheduled to meet October 16th. The Sewer Advisory Committee is scheduled to meet November 1st.

Councilmember Diener reported on the October 4th Land Use Committee meeting.

Councilmember Lucarelli reported on the October 4th Sewer Advisory Committee meeting.

11. REPORT OF THE MAYOR (Time Stamp 50:50)

Mayor Pro-Tem Trenary noted his condolences for the recent passing of former Mayor Lary Coppola.

12. CITIZEN COMMENTS (Time Stamp 51:41)

In response to **Mr. Carter's** question regarding the streetlights on Jackson Avenue, Community Development Director Bond responded Jackson Avenue is outside of City limits and is within the jurisdiction of Kitsap County.

13. GOOD OF THE ORDER (Time Stamp 53:49)

Mayor Pro-Tem Trenary voiced his pleasure with the City and Johnson Orthodontics coming to an agreement to save the 100-year-old redwood tree.

14. EXECUTIVE SESSION

There was no executive session.

15. ADJOURNMENT

The meeting adjourned at 7:24 p.m. No other action was taken. Audio/Visual was successful.

Brandy Wallace, MMC, City Clerk

Mark Trenary, Mayor Pro-Tem