



City of Port Orchard Council Meeting Agenda

November 14, 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, CPPO
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/82516066173>

Zoom Webinar ID: 825 1606 6173

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

Guiding Principles

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

1. CALL TO ORDER

A. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. CITIZENS COMMENTS

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

4. CONSENT AGENDA

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

A. Approval of Vouchers and Electronic Payments

B. Approval of Payroll and Direct Deposits

C. Adoption of an Ordinance Authorizing the Position of Office Assistant I (Lund) Page 4

D. Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof (Wallace) Page 8

E. Adoption of a Resolution Granting Final Plat Approval for Riverstone (Bond) Page 11

F. Adoption of a Resolution Accepting Two Temporary Construction Easements for the Marina Pump Station Repair Project (Ryan) Page 29

- G. Adoption of a Resolution Approving the Purchase of a John Deere Backhoe from the Equipment Rental Revolving Fund 500 (Ryan) **Page 42**
- H. Approval of the 2023 Proposed Code Amendment Docket (Bond) **Page 64**
- I. Approval of a Contract with the Washington State Office of Public Defense for Public Defense Services (Ells) **Page 67**
- J. Approval of a Contract with the Washington State Administrative Office of the Courts for Interpreter Funding Services (Ells) **Page 84**
- K. Adoption of a Resolution Authorizing the Payment of Additional Moving Benefits for Venture Charters for the Bay Street Pedestrian Pathway Project (Archer) **Page 95**
- L. Approval of the October 24, 2023, City Council Meeting Minutes **Page 108**

5. PRESENTATION

6. PUBLIC HEARING

7. BUSINESS ITEMS

- A. Adoption of an Ordinance Amending POMC Title 9.14, Controlled Substances, in Response to Senate Bill 5536 (Archer) **Page 115**
- B. Approval of the October 17, 2023, City Council Work Study Session Meeting Minutes **Page 120**

8. DISCUSSION ITEMS (No Action to be Taken)

- A. Holiday Good Neighbor Awards

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 **WILL** 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
Utilities	November 14, 2023; 5:00pm	Remote Access
Finance	November 21, 2023; 5:00pm	Remote Access
Transportation	November 28, 2023; 4:30pm	Remote Access
Festival of Chimes & Lights	TBD	Remote Access

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

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

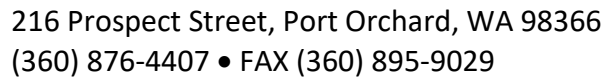
Meeting materials are available on the City's website at: www.portorchardwa.gov or by contacting the City Clerk's office at (360) 876-4407.

Land Use	November 15, 2023; 4:30pm	Remote Access
Lodging Tax Advisory	TBD, 2024	City Hall with Remote Access
Sewer Advisory	February 21, 2024; 6:30pm	West Sound Utility
Outside Agency Committees	Varies	Varies

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

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



Meeting Date:	November 14, 2023
Prepared by:	Debbie Lund
	HR Director
atty Routing No.:	366922-0008
atty Review Date:	November 7, 2023

Page 4 of 122

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON,
TO AUTHORIZE NEW EMPLOYEE POSITION OF OFFICE ASSISTANT
I AND ESTABLISHING GENERAL QUALIFICATIONS AND DUTIES
THEREOF; PROVIDING FOR SEVERABILITY AND PUBLICATION;
AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the City of Port Orchard continues to see substantial growth and development; and

WHEREAS, existing staff is struggling to balance the workload demands of multiple, simultaneous high priority projects; and

WHEREAS, the Public Works department has a need for additional front office support to balance the increasing demands on existing staff; and

WHEREAS, the City has identified specific tasks and projects that could be assigned to a newly created position; and

WHEREAS, by Ordinance 029-23, the City Council amended the 2023-2024 Biennial Budget on October 24, 2023, to, among other amendments, add a newly created position in the Public Works Department of Office Assistant I and set the rate of pay; and

WHEREAS, Ordinance 008-20 delegates authority to the Mayor to establish and amend job descriptions provided they are consistent with the general qualification and duties assigned by the council; and

WHEREAS, a statement of the general qualifications and duties of the new job classification is attached hereto as Appendix A, and incorporated herein by reference; Now, therefore,

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

SECTION 1. Consistent with Ordinance No. 029-23, the City Council hereby authorizes the creation of the position of Office Assistant I with qualifications and duties as generally provided for in Appendix A.

SECTION 2. 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 3. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 4. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 14th day of November 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:

New Position General Duties and Qualifications

As of 11/01/2023

Position	Office Assistant I
Department	Public Works Development
Major Job Function and Purpose	
This is an entry-level position that performs a range of clerical, customer service, and reception duties as needed to keep the Public Works Department operating efficiently.	
General Function	
The Office Assistant I provides assistance in the areas of administrative support services, records management, risk management, purchasing, and data entry to support the Public Works Department.	
Minimum Qualifications Include*	
High School Diploma or GED and one (1) year of experience in an office setting are required. Valid driver's license required upon hire. Out of state candidates are required to obtain a WA state driver's license in accordance with state law.	

Ordinance 008-20 delegates authority to the Mayor to establish and amend job description as needed provided they are consistent with general qualifications and duties assigned by the City Council at the time the position is created by Council.

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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 Declaring Certain
Personal Property as Surplus and
Authorizing its Disposition Thereof

Meeting Date: November 14, 2023
Prepared by: Brandy Wallace, MMC
City Clerk
Atty Routing No.: N/A
Atty Review Date: N/A

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

Staff is asking the Council to surplus a 1997 Vac Con Truck belonging to the Sewer Fund.

- 1997 Vac Con Truck VIN# 1FDZW86F6WVA23192

The item has reached its useful life for the department and has been replaced with the purchase of a new Vac Con Truck. This truck is still in working condition. The Finance department has estimated the current value of the property to be \$2,000. As the items was acquired for public utility purposes, a public hearing is not required, pursuant to RCW 35.94.040(2) as it is under the required dollar threshold to do so.

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

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

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt a resolution declaring personal property, a 1997 Vac Con Truck belonging to the Sewer Fund as presented, as surplus and authorizing its disposition.

Fiscal Impact: Money received from the disposition of surplus items will be deposited into the Fund(s) of ownership.

Alternatives: Do not adopt.

Attachments: Resolution and Memo from Finance

RESOLUTION NO. _____

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

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

WHEREAS, the City Council has determined that the current asset value of the item as \$2,000; and

WHEREAS, the item was acquired for public utility purposes, a public hearing is not required, pursuant to RCW 35.94.040(2) as it is under the required dollar threshold to do so.; and

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

WHEREAS, the City Council desires to dispose a 1997 Vac Con Truck belonging to the Sewer Fund, in the best interest of the City; now, therefore,

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

THAT: Council declares the vehicle belonging to the Sewer Fund as surplus to the needs of the City. It is as follows:

- 1997 Vac Con Truck VIN# 1FDZW86F6WVA23192

Staff is instructed to dispose the item in a manner that reflects the best interest of the City.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 14th day of November 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



CITY OF PORT ORCHARD

Finance Department

216 Prospect Street, Port Orchard, WA 98366

Voice: (360) 876-4407 • Fax: (360) 895-9029

www.cityofportorchard.us

Date: 11/6/23

To: Brandy Wallace, City Clerk

From: Gretchen Isaksson, ER&R Manager

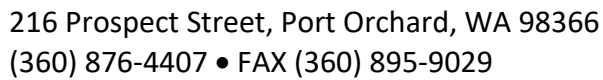
RE: Surplus Vac Con Truck ER&R# 1059

Summary:

The 2023 / 2024 approved budget for ER&R scheduled a replacement be purchased for ER&R# 1059. This Vac Con Truck has exceeded its useful life and has been replaced with the purchase of a new Vac Con Truck. The new truck was received and is now in service.

Please request council to surplus the following:

ER&R# 1059 1997 Vac Con Truck Vin# 1FDZW86F6WVA23192



Meeting Date:	November 14, 2023
Prepared by:	Nick Bond, AICP DCD Director
City Routing No.:	N/A
City Review Date:	N/A

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, GRANTING FINAL PLAT APPROVAL FOR A 39-LOT AND 6-TRACT PLAT KNOWN AS RIVERSTONE.

WHEREAS, property owner Kitsap County Consolidated Housing (hereinafter “Applicant”), has submitted an application for final plat approval of the project known as Riverstone on undeveloped property located in the City of Port Orchard (hereinafter “the Property”); and

WHEREAS, in 2020, the Applicant submitted an application for preliminary plat approval for Riverstone to subdivide 7.65 acres into 39 single-family lots and six related tracts; and

WHEREAS, on March 13, 2021, after a duly-noticed public hearing to review the proposed development, the City of Port Orchard Hearing Examiner approved the Preliminary Plat for Riverstone; and

WHEREAS, on April 25, 2023 the Applicant submitted an application seeking final plat approval for Riverstone, for the subdivision of 39 single-family residential lots, 6 tracts, and public right-of-way; and

WHEREAS, City staff has reviewed the proposed final plat for compliance with the Port Orchard Municipal Code, and recommends approval subject to adequate bonding/securities in place to ensure the completion of remaining work in the event the Applicant should fail to comply with the terms of the preliminary plat approval; and

WHEREAS, the Director of Public Works has determined that the proposed means of sewage disposal and water supply are adequate as constructed or bonded, and recommends approval of the final plat; and

WHEREAS, the City Engineer recommends approval of the final plat; and

WHEREAS, the City Community Development Director recommends approval of the final plat; and

WHEREAS, the Applicant has secured bonds guaranteeing completion of certain improvements required by the Preliminary Plat Approval; and

WHEREAS, the City Council finds that the Riverstone Final Plat conforms to all terms and conditions of the preliminary plat approval, as approved by the Hearing Examiner, and that said subdivision meets the requirements of Chapter 58.17 RCW and other applicable state laws and local ordinances; and

WHEREAS, the City Council finds that the Riverstone Final Plat conforms to the applicable zoning requirements and Port Orchard’s Comprehensive Plan; 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 Port Orchard City Council approves the final plat for Riverstone, as illustrated and as legally described in Exhibit A, attached hereto; and

THAT: The Riverstone subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances, and regulations in effect at the time of approval for a period of five years after final plat approval, unless the City Council finds that a change in conditions has created a serious threat to the public health or safety in the subdivision.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 14th day of November 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

RIVERSTONE
A PLAT COMMUNITY
Portion of the North Half of the Southeast Quarter Section 35,
Township 24 North, Range 1 East, W.M.
in the City of Port Orchard, Kitsap County, Washington

DEDICATION

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED RIVERSTONE, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR RIVERSTONE, A PLAT COMMUNITY, RECORDED UNDER KITSAP COUNTY RECORDING NO. _____

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS IN THE FEE SIMPLE OR CONTRACT PURCHASER AND MORTGAGE HOLDER OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES AND RIGHTS OF WAY SHOWN HEREON AND USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES; ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF THE STREETS AND AVENUES SHOWN HEREON. THE UNDERSIGNED OWNERS HEREBY WAIVE ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROADS.

DIMENSIONS AND USES OF ALL LOTS AND TRACTS OF LAND EMBRACED IN THIS PLAT ARE SUBJECT TO AND SHALL BE IN CONFORMITY WITH THE CITY OF PORT ORCHARD ZONING REGULATIONS.

TRACTS A, B, C, D, E, AND F SHALL BE CONVEYED TO RIVERSTONE HOMEOWNERS ASSOCIATION UPON RECORDATION OF THIS PLAT.

THIS SUBDIVISION HAS BEEN MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS. IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS.

MANAGER, KITSAP COUNTY CONSOLIDATED
HOUSING AUTHORITY

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

ON THIS _____DAY OF _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____, TO ME KNOWN TO BE A MEMBER OF THE ENTITY DESCRIBED HEREIN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

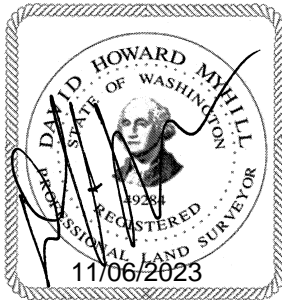
SIGNED AND SWORN BEFORE ME ON THIS _____DAY OF _____, 20 ____ .

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT: _____,

MY COMMISSION EXPIRES: _____,

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF KITSAP COUNTY CONSOLIDATED HOUSING IN OCTOBER, 2023. I HEREBY CERTIFY THAT THIS MAP FOR RIVERSTONE, A PLAT COMMUNITY, IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.



DAVID H. MYHILL, P.L.S. No. 49284

SURVEYOR'S ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY KNOWLEDGE THAT DAVID H. MYHILL IS THE PERSON WHO APPEARED BEFORE ME, ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, AND ACKNOWLEDGED THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN MENTIONED IN THIS INSTRUMENT.

SIGNED AND SWORN BEFORE ME ON THIS _____DAY OF _____, 20 ____ .

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT: _____,

MY COMMISSION EXPIRES: _____,

APPROVALS

COUNTY TREASURER APPROVAL:

THIS TO CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAVE BECOME A LIEN UPON THE LANDS HEREIN DESCRIBED, HAVE BEEN FULLY PAID AND DISCHARGED, ACCORDING TO THE RECORDS OF MY OFFICE, UP TO AND INCLUDING THE YEAR _____ .

EXECUTED THIS _____ DAY OF _____, 20 ____ .

KITSAP COUNTY TREASURER

CITY FINANCE DIRECTOR APPROVAL:

I HEREBY CERTIFY THAT ALL TAXES AND DELINQUENT ASSESSMENTS FOR WHICH THE PROPERTY MAY BE LIABLE AS OF THE DATE OF CERTIFICATION HAVE BEEN DULY PAID, SATISFIED OR DISCHARGED.

EXECUTED THIS _____ DAY OF _____, 20 ____ .

FINANCE DIRECTOR

CITY COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF PORT ORCHARD ON THIS _____ DAY OF _____, 20 ____.

ATTEST:

CITY CLERK

MAYOR

CITY ENGINEER APPROVAL:

I HEREBY CERTIFY THAT THIS FINAL PLAT IS CONSISTENT WITH ALL APPLICABLE CITY IMPROVEMENT STANDARDS AND REQUIREMENTS IN FORCE ON THE DATE OF THE PRELIMINARY PLAT APPROVAL. I HAVE APPROVED THIS FINAL PLAT AS TO THE LAYOUT OF THE STREETS, ALLEYS AND OTHER RIGHT OF WAYS, DESIGN OF BRIDGES, SEWAGE AND WATER SYSTEMS AND OTHER STRUCTURES.

EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____, 20 ____.

CITY ENGINEER.

COMMUNITY DEVELOPMENT DIRECTOR'S APPROVAL:

I HEREBY CERTIFY THAT THIS FINAL PLAT IS CONSISTENT WITH ALL APPLICABLE CITY IMPROVEMENT REQUIREMENTS IN FORCE ON THE DATE OF THE PRELIMINARY PLAT APPROVAL. I HAVE APPROVED THIS FINAL PLAT AS TO THE LAYOUT OF THE STREETS, ALLEYS AND OTHER RIGHT OF WAYS, DESIGN OF BRIDGES, SEWAGE AND WATER SYSTEMS AND OTHER STRUCTURES.

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20 ____.

COMMUNITY DEVELOPMENT DIRECTOR

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF _____ ON THIS _____DAY OF _____,
20 __, A.D., AT _____MINUTES PAST _____O'CLOCK _____M. AND RECORDED IN VOLUME _____OF PLATS,
PAGES _____, RECORDS OF KITSAP COUNTY, WASHINGTON.

KITSAP COUNTY AUDITOR

DEPUTY

SHEET INDEX

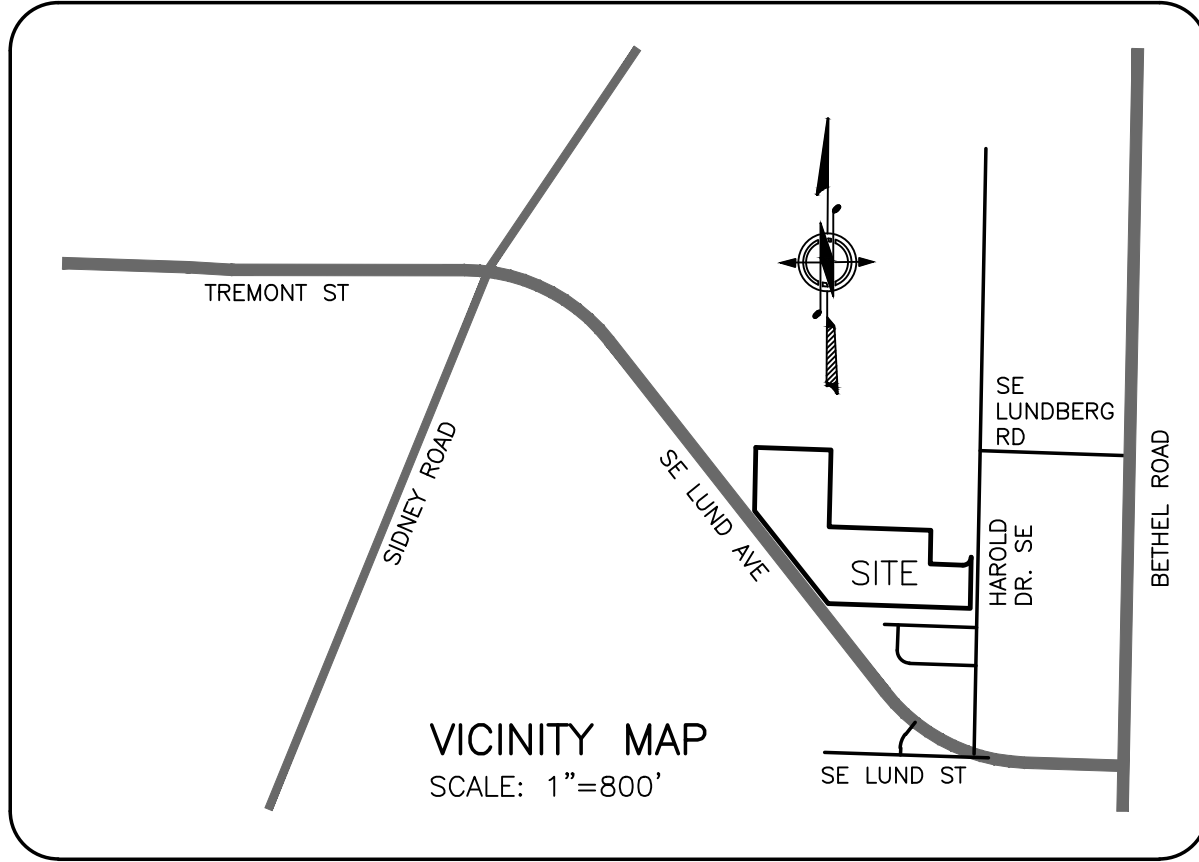
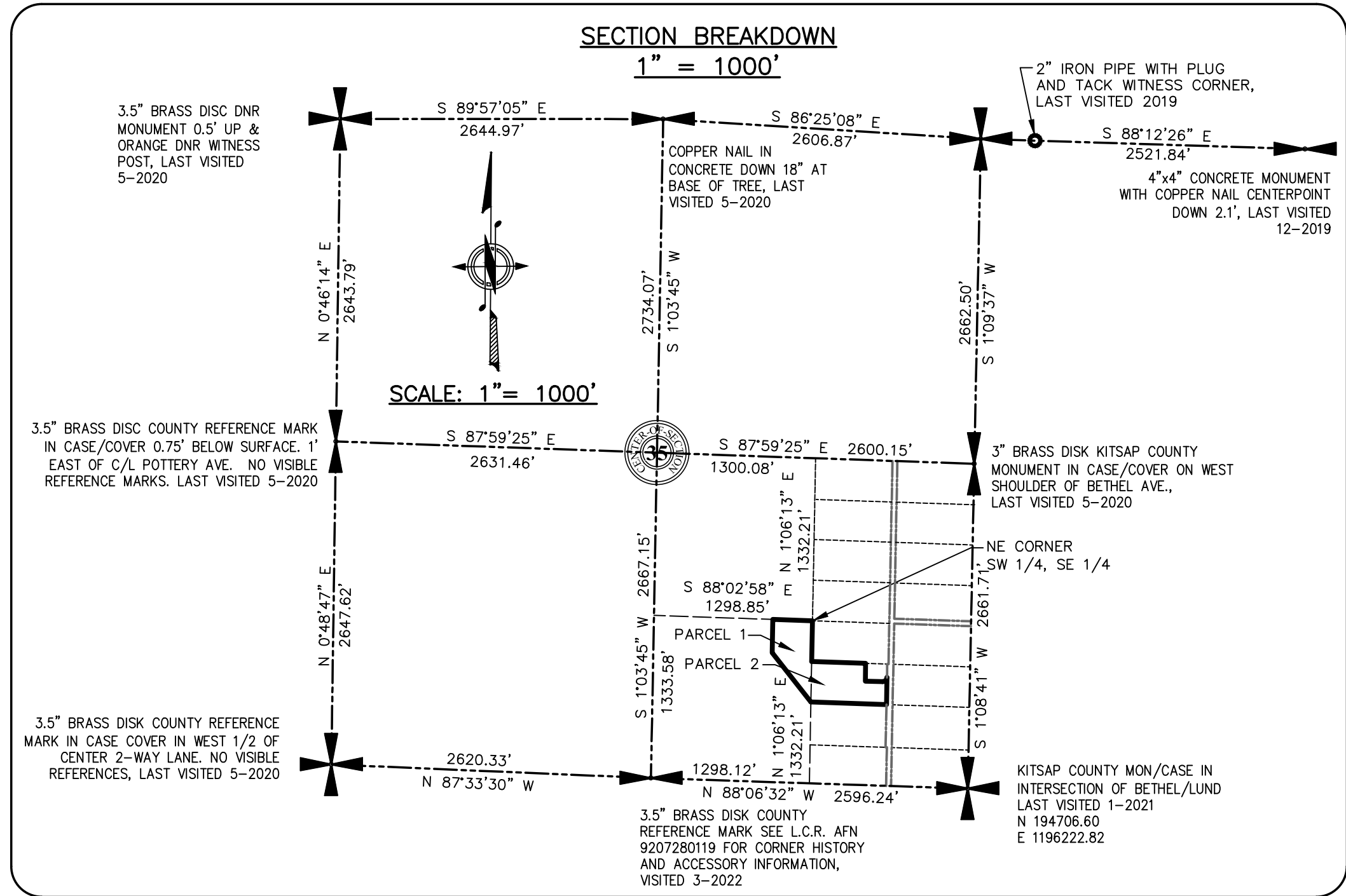
- SHEET 1 – SIGNATURE PAGE
SHEET 2 – SECTION DETAIL, LEGAL DESCRIPTION, ZONING AND SETBACK NOTES, SURVEY NOTES AND SPECIAL EXCEPTION NOTES
SHEET 3 – LOT DETAIL OF THE SOUTHEASTERLY PORTION OF SITE
SHEET 4 – LOT DETAIL OF THE NORTHWESTERLY PORTION OF SITE, EASEMENT PROVISIONS, AND IMPERVIOUS AREA ALLOW TABLE AND NOTES
SHEET 5 – BUILDING SETBACK DETAIL

 **N.L. Olson & Associates, Inc.**
Engineering, Planning and Surveying
(360) 895-2350 or (360) 876-2284
2453 Bethel Avenue, P.O. Box 637, Port Orchard, WA 98366
Project #12089

RIVERSTONE

A PLAT COMMUNITY

Portion of the North Half of the Southeast Quarter Section 35,
Township 24 North, Range 1 East, W.M.
in the City of Port Orchard, Kitsap County, Washington



SUBDIVISION GUARANTEE:

OLD REPUBLIC NATIONAL TITLE (ORNT) SUBDIVISION GUARANTEE NO.: SGW—08006334, PACIFIC NORTHWEST TITLE FILE NO.:1—515189, EFFECTIVE APRIL 19, 2023, AND DATE DOWN ENDORSEMENT ISSUED BY ORNT OCTOBER 13, 2023.

TITLE VESTED IN KITSAP COUNTY CONSOLIDATED HOUSING AUTHORITY, DBA HOUSING KITSAP

DATE DOWN ENDORSEMENT IS SUBJECT TO THE EASEMENT RECORDED UNDER AFN 202310110069, WHICH IS SHOWN HEREON AS THE AREAS SUBJECT TO EASEMENT(S) BENEFITING THE WEST SOUND UTILITY DISTRICT.

SCHEDULE 'B' EXCEPTIONS:

1. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, OR OTHER SERVITUDES, IF ANY, DISCLOSED BY THE RECORDED PLAT OF PORT ORCHARD VILLA TRACTS, AFN 124945. CANNOT BE PLOTTED HEREON.
2. PSE EASEMENT FOR ELECTRIC TRANSMISSION AND DISTRIBUTION LINE, AND NECESSARY APPURTENANCES, AFN 398023. THE DESCRIPTION CONTAINED THEREIN IS INSUFFICIENT TO SPECIFICALLY LOCATE SAID EASEMENT, CANNOT BE PLOTTED HEREON.
3. SLOPE EASEMENT, AFN 8309060136, PLOTTED ON SHEET 3.
4. SLOPE EASEMENT, AFN 8309200108, PLOTTED HEREON. PLOTTED ON SHEET 3.
5. PSE EASEMENT FOR ELECTRIC TRANSMISSION AND DISTRIBUTION LINE, AND NECESSARY APPURTENANCES, AFN 9403020039. THE DESCRIPTION CONTAINED THEREIN IS INSUFFICIENT TO SPECIFICALLY LOCATE SAID EASEMENT. CANNOT BE PLOTTED HEREON.
6. PSE EASEMENT FOR ELECTRIC TRANSMISSION AND DISTRIBUTION LINE, AND NECESSARY APPURTENANCES, AFN 202203300223. CANNOT BE PLOTTED HEREON.
7. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND MATTERS DELINEATED, DESCRIBED, AND NOTED, IF ANY, IN SHORT PLAT: AFN 9206100262 AND 9206100265. SHOWN HEREON.
8. 10' CONVEYED TO KITSAP COUNTY RIGHT OF WAY OF HAROLD DRIVE SE. PER RIGHT OF WAY DEED AFN 9206100174. SUBJECT TO WAIVER OF DAMAGES FOR CONSTRUCTION OF A ROADWAY AND THE RIGHT TO MAKE NECESSARY CUTS OR FILLS FOR SLOPES. SHOWN HEREON.
9. SEWER LINE EASEMENT AFN 200602210109, PLOTTED ON SHEET 3.
- 10–14. FISCAL IN NATURE, NOT SHOWN HEREON.
15. ALTA SURVEY BY NLO 5/23/2022. SHOWN HEREON.

ADDITIONAL TITLE REPORT NOTE:

A.L.T.A. COMMITMENT ORDER NO.: 1—511965 ISSUED BY PACIFIC NORTHWEST TITLE OF KITSAP COUNTY (PNWT), DATED 04/21/2022, INCLUDES ONE ADDITIONAL ITEM AS AN EXCEPTION: BASED ON INFORMATION PROVIDED TO THE COMPANY, THE FOLLOWING PERSONS ARE AUTHORIZED TO EXECUTE THE FORTHCOMING INSTRUMENTS ON BEHALF OF HOUSING KITSAP, A WASHINGTON CORPORATION:
HEATHER BLOUGH, EXECUTIVE DIRECTOR
DEAN NAIL, SINGLE FAMILY HOUSING DIRECTOR

ZONING AND SETBACK NOTES:

PARCEL 1 (352401—4—019—2007)
ZONE: RESIDENTIAL 2 (R2)
SETBACKS:
FRONT (PRIMARY STREET) = 10'
SIDE = 5'
SIDE STREET = 10'
REAR = 10'

PARCEL 2 (4625—000—011—0202)
ZONE: RESIDENTIAL 3 (R3)
SETBACKS:
FRONT (PRIMARY STREET) = 10'
SIDE = 5'
SIDE STREET = 10'
REAR = 10'



N.L. Olson & Associates, Inc.

Engineering, Planning and Surveying

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

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

Project #12089

LEGAL DESCRIPTION:

PARCEL 1:
THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON;

EXCEPT THE FOLLOWING:
BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY: THENCE NORTH 88°05'47" WEST A DISTANCE OF 103.97 FEET ALONG THE SOUTH LINE; THENCE NORTH 38°08'10" WEST A DISTANCE OF 349.05 FEET TO THE WEST LINE; THENCE NORTH 01°04'54" EAST ALONG SAID WEST LINE A DISTANCE OF 126.53; THENCE SOUTH 38°08'10" EAST A DISTANCE OF 513.48 FEET TO THE TRUE POINT OF BEGINNING;

AND EXCEPT SE LUND AVENUE;

ALSO EXCEPT THAT PORTION LYING SOUTHWESTERLY OF PORT ORCHARD BYPASS (AKA SE LUND AVENUE).

PARCEL 2:
LOT B, SHORT PLAT NO. 6145, RECORDED UNDER AUDITOR'S FILE NO. 9206100262 AND 9206100265, BEING A PORTION OF LOT 11, PORT ORCHARD VILLA TRACTS, AS RECORDED IN VOLUME 4, PAGE 100 OF PLATS, RECORDS OF KITSAP COUNTY, WASHINGTON

RIGHT OF WAY NARRATIVE:

THE RIGHT OF WAY AND CENTERLINE FOR SE LUND AVENUE WAS CALCULATED AS FOLLOWS:

THE FOUND CENTERLINE PT MONUMENT AS SHOWN OF SHEET 3 OF THE PLAT OF RIVERSTONE WAS HELD FOR THE CENTERLINE OF SAID ROAD. NO MONUMENT WAS FOUND MONUMENT AT THE NORTHERLY END OF THE CENTERLINE TANGENT.

A MONUMENT WAS FOUND AT THE SOUTHWEST CORNER OF THE PLAT OF ARCHER POINT, SEE SHEET 3. THIS MONUMENT WAS SET ON THE NORTHEASTERLY RIGHT OF WAY LINE PER SAID PLAT AND WAS HELD FOR SAID RIGHT OF WAY LINE FOR THIS PLAT OF RIVERSTONE.

BOTH MONUMENTS WERE THEN UTILIZED TO CALCULATE THE CENTERLINE AND THE RIGHT OF WAY FOR SE LUND AVENUE.

PRACTICE/PROCEDURES

SP80 GPS AND TSC7 DATA COLLECTOR USED FOR GPS TIES TO SURVEY CONTROL. CONVENTIONAL SURVEY WAS PERFORMED BY FIELD TRAVERSE WITH A SPECTRA PRECISION FOCUS 35 TOTAL STATION. FINAL RESULTS MEETING OR EXCEEDING THE CURRENT TRAVERSE STANDARDS CONTAINED IN W.A.C. 332—130—090.

NOTES:

1. HORIZONTAL DATUM: NAD 83/2011 (WA NORTH ZONE). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE ONLY STATE PLANE COORDINATE "ON GRID" IS THE BASIS OF POSITION.
2. VERTICAL DATUM: NAVD88
3. TIES TO DATUM WERE ESTABLISHED BY GNSS OBSERVATIONS USING THE WASHINGTON STATE REFERENCE NETWORK AND GEOID12B. SEE MAP FOR BENCHMARKS.
4. REFERENCES:
A. A.L.T.A. COMMITMENT ORDER NO.: 1—511965 ISSUED BY PACIFIC NORTHWEST TITLE OF KITSAP COUNTY (PNWT), DATED 04/21/2022,
B. OLD REPUBLIC NATIONAL TITLE (ORNT) SUBDIVISION GUARANTEE NO.: SGW—08006334, ISSUED BY PNWT, FILE NO.:1—515189, EFFECTIVE APRIL 19, 2023.
C. DATE DOWN ORTN ENDORSEMENT ISSUED PNWT, OCTOBER 13, 2023.
5. REFERENCES: ALL AUDITOR'S RECORDS OF KITSAP COUNTY, WA:
A. DEEDS: STATUTORY WARRANTY DEED AFN 202112210165; RIGHT OF WAY AFN 9206100174; DEED OF TRUST, AFN 202112210166
B. SHORT PLAT 6145, AFN 9206100265
C. PLATS: PORT ORCHARD VILLA TRACTS, AFN 124945; ARCHER POINT AFN 200908120043
6. REFERENCE: PORT ORCHARD BYPASS — SR 16 TO BETHEL ROAD PLAN AND PROFILE SHEETS 11 THROUGH 18 OF 31, PRINTED APRIL 23, 1992.
7. THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AS RECORDED UNDER AUDITOR'S FILE NUMBER _____, RECORDS OF KITSAP COUNTY, WASHINGTON.
8. SET MAGNETIC NAIL AND WASHER, LS 49284 IN ASPHALT AT 6' OFFSET TO ACTUAL CORNER ON THE WESTERLY PROJECTION OF THE LINE COMMON TO LOTS 29 AND 30. UNABLE TO SET CORNER AT ACTUAL CORNER LOCATION OR OFFSET CLOSER TO ACTUAL CORNER LOCATION BECAUSE OF RETAINING WALLS.

CONDITIONS OF APPROVAL:

THESE NOTES ARE REQUIRED BY THE HEARING EXAMINER FOR APPROVAL OF THE PLAT ACCORDING TO THE DECISION BY ANDREW REEVES, MARCH 2021, RIVERSTONE PRELIMINARY PLAT NO. LU—20PLAT PRELIM—01:

1. ALL LOTS SHALL ACCESS FROM INTERIOR ROADS ONLY.
2. OWNERSHIP AND MAINTENANCE OF TRACTS:

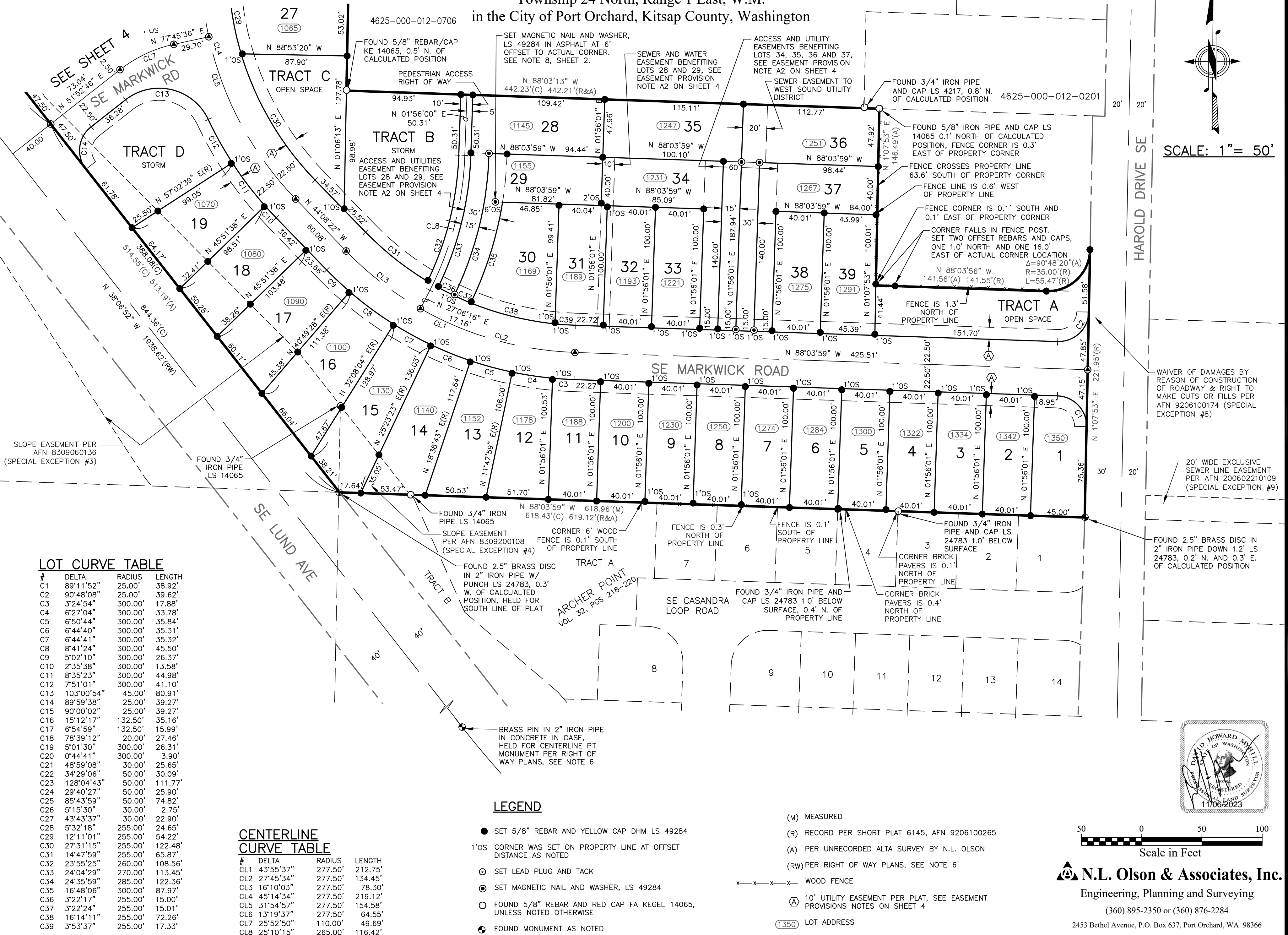
TRACTS A, C, AND F ARE OPEN SPACE AND RECREATIONAL TRACTS DEDICATED TO THE RIVERSTONE HOMEOWNERS ASSOCIATION BY THIS PLAT, TO BE OWNED AND MAINTAINED BY SAID ASSOCIATION.

TRACTS B, D, AND E ARE STORM TRACTS DEDICATED TO THE RIVERSTONE HOMEOWNERS ASSOCIATION BY THIS PLAT, TO BE OWNED AND MAINTAINED BY SAID ASSOCIATION.

RIVERSTONE

A PLAT COMMUNITY

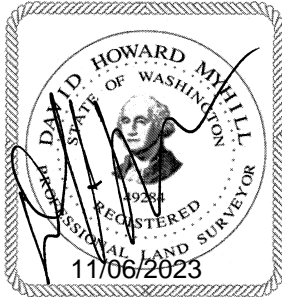
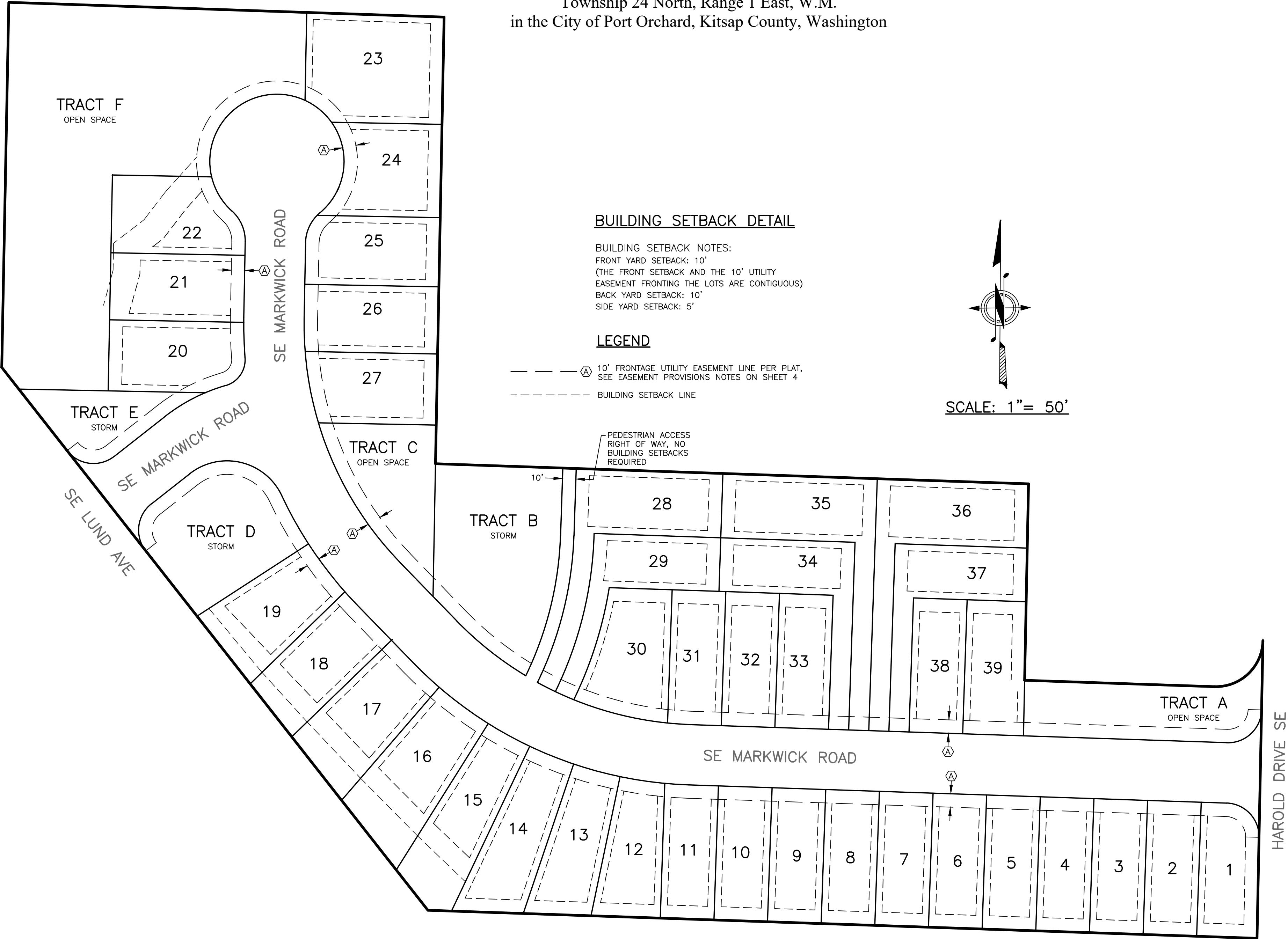
Portion of the North Half of the Southeast Quarter Section 35,
Township 24 North, Range 1 East, W.M.
in the City of Port Orchard, Kitsap County, Washington



RIVERSTONE

A PLAT COMMUNITY

Portion of the North Half of the Southeast Quarter Section 35,
Township 24 North, Range 1 East, W.M.
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Project #12089





CITY OF PORT ORCHARD

Development Director

216 Prospect Street, Port Orchard, WA 98366

Phone: (360) 874-5533 • Fax: (360) 876-4980

planning@cityofportorchard.us

www.cityofportorchard.us

November 7, 2023

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

Re: Recommendation of Approval of Final Plat for Riverstone, LU23-PLAT FINAL-02

Dear City Council:

In accordance with RCW 58.17.150(2), I hereby state that I have reviewed the subdivision documents for conformance to applicable land use regulations and to the Conditions and Mitigation Measures within the City of Port Orchard Hearing Examiner's Findings, Conclusions and Decision dated March 13, 2021; and the conditions of the SEPA Determination of Non-Significance issued December 20, 2023. The subdivision as presented complies with all terms and conditions of the approved preliminary plat that are within the authority of the Department of Community Development.

Sincerely,

Nicholas Bond

Nicholas Bond, AICP
City Development Director



CITY OF PORT ORCHARD
City Engineer

216 Prospect Street, Port Orchard, WA 98366
Voice: (360) 876-4991 • Fax: (360) 876-4980
khammer@portorchardwa.gov

www.portorchardwa.gov

November 7, 2023

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

Re: Recommendation of Approval of Final Plat for Riverstone (LU23-PLAT FINAL-02)

Dear City Council:

In accordance with RCW 58.17.150(2), I hereby state that I have reviewed the subdivision documents for conformance to applicable land use regulations and to the Conditions and Mitigation Measures within the City of Port Orchard Hearing Examiner decision dated March 13, 2021. The subdivision as presented complies with all terms and conditions of the approved preliminary plat that are within the authority of the Public Works Department.

I also state that the City of Port Orchard has confirmed that that the conditions of West Sound Utility District Developer's Extension Contract have been satisfied for sewage disposal and water supply. Finally, the final plat documents have been reviewed and I have confirmed that all working drawings and specifications for the improvements have been prepared in conformance with City standards and that all required improvements are either complete and accepted, or that a Performance Bond has been established for all unfinished/unaccepted work. I therefore recommend approval of the final plat. If you should have any questions, or need additional information, please feel free to contact me at this office.

Finally, the final plat documents have been reviewed, and I have confirmed that all working drawings and specifications for the improvements have been prepared in conformance with City standards and that all required improvements are either complete and accepted, or that a Performance Bond has been established for all unfinished/or unaccepted work. I therefore recommend approval of the final plat for Riverstone. If you should have any questions, or need additional information, please feel free to contact me at this office.

Sincerely,

K. Chris Hammer, PE, PMP
City Engineer

**CITY OF PORT ORCHARD
LANDSCAPE PERFORMANCE BOND**

Name of Project Riverstone Plat - Major DLAP
Project Location Harold Dr SE, Port Orchard, WA 98366
Project/Application # _____
Performance Bond Amount \$ 67,035.87
Bond # 9838151

Know all men by these presents: That whereas the City of Port Orchard, State of Washington has issued a permit to Housing Kitsap (Contractor) hereinafter designated as the "Principal" a permit for the construction of the project designated _____, Port Orchard, Washington all as hereto attached and made a part hereof and whereas, said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we, the principal, and Lexon Insurance Company (Surety), a corporation, organized and existing under and by virtue of the laws of the State of Texas, duly authorized to do business in the State of Washington, as surety, are held and firmly bound unto the City of Port Orchard, Washington, in the sum of:

Sixty-Seven Thousand Thirty-Five Dollars and Eighty-Seven Cents **Dollars**
(\$ 67,035.87) **150% Total Contract Amount**

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or their part, and shall indemnify and save harmless the City of Port Orchard, Washington, their officers and agents from any claim for such payment; and shall further save harmless and indemnify said City of Port Orchard, Washington, from any claims relating to defect or defects in any of the workmanship entering into any part of the work or designated equipment covered by said contract. Once the work has been completed and accepted by the City of Port Orchard this Performance Bond will be released and replaced with a 2 year Maintenance Bond not to exceed the sum of: _____
Sixty-Seven Thousand Thirty-Five Dollars and Eighty-Seven Cents Dollars (\$ 67,035.87)
125% Total Contract Amount. This hold harmless and indemnification agreement shall survive the expiration of this bond.

And the said Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the contract or the work or to the specifications. The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

IN WITNESS WHEREOF, the said principal and the said surety have caused this bond and two (2) counterparts thereof to be signed and sealed by their duly authorized officers this 28th day of July, 2023.

Principal Housing Kitsap

By Heather Bloush
Signature

Heather Bloush
Print Name

Executive Director
Title

2244 NW Bucklin Hill
Mailing Address

Silverdale WA 98383
City, State, Zip Code

360-535-6142
Phone Number

BloushH@housingkitsap.org
Email Address

Surety Lexon Insurance Company

By David Connolly
Signature

David Connolly
Print Name

Attorney-in-Fact
Title

155 NE 100th St, Ste 201
Mailing Address

Seattle, WA 98125
City, State, Zip Code

(206) 281-8411
Phone Number

Email Address

Accepted by the City of Port Orchard this 2 day of November, 2023

By Nicholas Bond
Signature

Nicholas Bond
Printed Name

DCD Director
Title





KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: David Connolly

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of \$67,035.87

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

By: Richard M Appel
Richard Appel, SVP & Senior Counsel



Endurance American Insurance Company

By: Richard M Appel
Richard Appel, SVP & Senior Counsel



Lexon Insurance Company

By: Richard M Appel
Richard Appel, SVP & Senior Counsel



Bond Safeguard Insurance Company

By: Richard M Appel
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 28th day of July, 20 23.

By: Daniel S. Lurie
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Housing Kitsap
Mutual Self-Help
Construction Budgets

Riverstone

Cost Code	Description	Budgeted		
	Plants	\$ 37,380.00		
	Labor	\$ -		
	Soil/Bark/Fertilizer	\$ 3,500.00		
		\$ 40,888.00		
	tax 9.3%	\$ 3,802.58		
	Subtotal	\$ 44,690.58		
	150% bond increase	\$ 67,035.87		

BILL OF SALE

THIS BILL OF SALE is made and executed this 28th day of September, 2023, by and between Housing Kitsap, A Washington Municipal Corporation, hereinafter called the "Grantor" and the City of Port Orchard, a Municipal Corporation, hereinafter called the "Grantee."

WITNESSETH:

That the Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys, sets over, assigns, transfers and delivers and warrants to the City of Port Orchard ownership in the following described property situated in Kitsap County, State of Washington, and installed by the Grantor to date, TO WIT:

Streets and Sidewalks created in the
Plat of Riverstone labeled SE
Markwick in Plat Application

The Grantor hereby warrants that it is the lawful and sole owner of all the personal property above conveyed, that such items are free from all liens and encumbrances, that the Grantor has the full power to convey and transfer the same, and that the Grantor will defend the same against the claims and demands of any and all persons lawfully making claims thereto. The Grantor further warrants that the execution of this Bill of Sale is an authorized act of said Grantor.

Dated at Silverdale, Washington, this 28th day of September, 2023

GRANTOR: (Housing Kitsap)

By: Heather Blough

Its: Executive Director

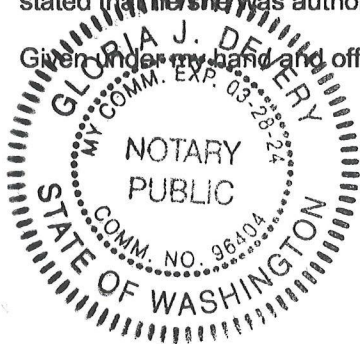
Print Name: Heather Blough

[Remainder of page intentionally left blank]

STATE OF WASHINGTON)
COUNTY OF Kitsap)ss

On this 28th day of September, 2023, before me personally appeared Heather Bloush, to me known to be the managing member for Housing Kitsap, a limited liability corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that ~~he~~ she was authorized to execute said instrument.

Given under my hand and official seal this 28th day of September, 2023.



Gloria J. DeBerry
Notary Public in and for the State of Washington,
residing in Bremerton
My commission expires 3/28/24

Dated at Port Orchard, Washington, this _____ day of _____, 20____.

CITY OF PORT ORCHARD

By: _____
Tony Lang, Public Works Director

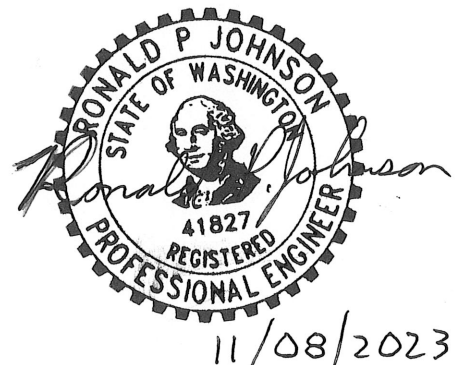
STATE OF WASHINGTON)
COUNTY OF KITSAP)ss

On this day and year above personally appeared before me, Mark R. Dorsey, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the City of Port Orchard for the uses and purposes therein mentioned, and on oath states he is authorized to execute the said instrument.

Given under my hand and official seal this _____ day of _____, 20____.

Notary Public in and for the State of Washington,
residing in _____
My commission expires _____

NL OLSON & ASSOCIATES INC			Project:		Riverstone	
Prepared By:			RPJ	Client:	Housing Kitsap	
					Date:	8-Nov-23
Brief Scope:			Engineers Estimate Conveyance of Storm and Roads			
			Based on Site As-built plans			
Building Size:			N/A	SF		
Parcel Size:			~ 8	Acres		
Description			Quantity	Unit	\$/Unit	Cost Total
Construction Cost						\$ 650,884.00
Site Earthwork						
excavation			3,000	cy	\$ 5.00	\$ 15,000.00
embankment compaction			1,600	cy	\$ 2.50	\$ 4,000.00
fine grade road			35,000	sf	\$ 0.50	\$ 17,500.00
Sub-Total						\$ 36,500.00
Road Paving and Sidewalks						
Asphalt 3"			730	ton	\$ 135.00	\$ 98,550.00
Asphalt Treated Base 4"			970	ton	\$ 115.00	\$ 111,550.00
Crushed Surfacing 3"			680	ton	\$ 35.00	\$ 23,800.00
Concrete Sidewalk			1985	sy	\$ 45.00	\$ 89,325.00
Curb and Gutter			3000	lf	\$ 16.00	\$ 48,000.00
Sidewalk Ramps			10	ea	\$ 1,800.00	\$ 18,000.00
Sub-Total						\$389,225.00
Storm drainage						
8" storm pipe (ADS N-12)			173	lf	\$ 31.00	\$ 5,363.00
12" storm pipe (ADS N-12)			512	lf	\$ 33.00	\$ 16,896.00
12" storm pipe (DI)			400	lf	\$ 80.00	\$ 32,000.00
CB's Type I			22	ea	\$ 1,600.00	\$35,200.00
Stormfilter 4 cartriges			1	ea	\$ 28,000.00	\$ 28,000.00
Stormfilter 1 cartridge			1	ea	\$ 21,000.00	\$ 21,000.00
Sub-Total						\$138,459.00
Site Walls						
Site walls			945	sf	\$ 60.00	\$ 56,700.00
Sub-Total						\$ 56,700.00
Misc						
Landscaping Street Trees			1	ls	\$ 10,000.00	\$10,000.00
Pavement marking and signage			1	ls	\$ 20,000.00	\$20,000.00
Sub-Total						\$30,000.00
TOTAL						\$650,884.00 \$ 650,884.00





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

Agenda Staff Report

Agenda Item No.	<u>Consent Agenda 4F</u>	Meeting Date:	<u>November 14, 2023</u>
Subject	<u>Adoption of a Resolution Accepting Two</u>	Prepared by:	<u>Denis Ryan</u>
	<u>Temporary Construction Easements</u>		<u>Public Works Director</u>
	<u>for the Marina Pump Station Repair Project</u>	Atty Routing No:	<u>366922-0009</u>
		Atty Review Date:	<u>October 18, 2023</u>

Summary: As a component of the previously-approved Marina Pump Station Repair Project (the “Project”) and to facilitate work on the Project, the City has requested and received two Temporary Construction Easements (TCE’s) from the fronting property owner, Kitsap Bank. The TCE’s will allow the City better access to the Project site. The TCE’s will expire eighteen months from the date of signature or formal close out of the project by the City, whichever comes first. The property owner will derive benefits from the Project including, but not limited to, utility improvements serving downtown Port Orchard.

Recommendation: Staff recommends that the City Council adopt a Resolution, thereby authorizing the Mayor or designee to accept temporary construction easements for the Marina Pump Station Improvements.

Relationship to Comprehensive Plan: Chapter 7: Utilities

Motion for Consideration: I move to adopt a Resolution, thereby authorizing the Mayor or designee to accept temporary construction easements for the Marina Pump Station Improvements project.

Fiscal Impact: None. There is no additional cost to the project as currently designed.

Alternatives: Do not approve and provide further guidance.

Attachments: Resolution, Temporary Construction Easements

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING
TWO TEMPORAY CONSTRUCTION EASEMENTS FOR THE MARINA PUMP
STATION IMPROVEMENT PROJECT.**

WHEREAS, the City Public Works Department is currently undertaking the Marina Pump Station Improvement Project (the “Project”); and

WHEREAS, the City identified that temporary construction easements from an abutting property owner are needed to facilitate the City’s work on the Project; and

WHEREAS, the fronting property owner, Kitsap Bank, agreed to provide temporary construction easements; and

WHEREAS, as a result of work performed by the City, the property owner will derive benefit including, but not limited to, utility improvements serving downtown Port Orchard; now, therefor,

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

THAT: The City Council approves and authorizes the Mayor or designee to execute the temporary construction easements for the Marina Pump Station Improvement Project, attached as Exhibit A and incorporated herein by this reference.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 14th day of November 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

When Recorded Return To:

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

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

Grantor(s): Kitsap Bank

Grantee(s): City of Port Orchard

Legal Description (abbreviated): LOTS 1 AND 2, BLOCK 12, S.M. STEVENS' TOWN PLAT OF SIDNEY, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 1, RECORDS OF KITSAP COUNTY; TOGETHER WITH TIDELANDS FRONTING; ALSO TOGETHER WITH VACATED ROAD.

Assessor's Tax Parcel ID#: 4650-012-001-0009

This agreement is made on the date set out below, by and between Kitsap Bank, a bank corporation ("Grantor"), and the City of Port Orchard, a Washington municipal corporation ("Grantee") for the purposes set forth herein.

WHEREAS, the Grantee, its contractors, agents and assigns, desires to use a portion of real property owned by the Grantor to facilitate Grantee's construction of a municipal project described herein; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Temporary Construction Easement. The Grantor hereby grants to the Grantee, its contractors, agents and assigns, subject to the conditions set forth herein, a temporary, non-transferable, non-exclusive easement in, upon, over, under, and across a portion of Kitsap County Assessor Tax Parcel No. 4650-012-001-0009, otherwise known as the real property legally described on Exhibit A, and depicted in Exhibit B, attached hereto and by this referenced made a part hereof (the "Easement Area"), situated in the City of Port Orchard, including but not limited to the rights, privileges and authorities of ingress and egress and other purposes incidental to the following construction project (hereinafter, the "Project"):

Utility upgrades associated with the Marina Lift Station Improvement project. Work included in the project will be constructed in the City's owned parcels and right-of-way, which is located adjacent to the parcel.

2. Conditions. This easement is granted and accepted subject to the following conditions:

- A. Grantor shall not obstruct, or permit its agents to obstruct, the Easement Area in any manner that will materially prevent or interfere with the performance of the Project. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the Grantee's rights hereunder.
- B. Grantee shall provide that Grantor be named as an additional insured under one or both of the following endorsements for Commercial General Liability Policy No. GLA569129905: (a). The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or (b). The ISO CG 20 37 (10/01 edition). Grantor shall be an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of the Project.
- C. This Easement and its terms and conditions shall be binding on the Parties and their respective successors, heirs and assigns. This Easement shall not be recorded against the Real Property unless the Grantor proposes to convey the Real Property to a third party prior to the termination or expiration of the Easement as provided herein. Grantor shall notify the City of any proposed conveyance of the Real Property at least sixty (60) days prior to any conveyance. Grantor warrants that Grantor owns fee title to the Real Property and warrants the City quiet enjoyment of the Easement.
- D. The City shall, upon completion of the construction project, restore any premises of the Grantor disturbed by the City, to as good condition as it was in prior to construction of the project.
- E. This Temporary Construction and Access Easement shall expire 18 months from the date of signature or formal close out of the Project by the Grantee, whichever occurs first. Notice of formal close out shall be timely provided to Grantor by Grantee.
- F. The Grantee does hereby agree to indemnify and hold harmless the Grantor against and from any and all liability for loss, damages, and expenses on account of damage to the property or injury to persons resulting from or arising out of Grantee's exercise of the rights granted by this Easement to the Grantee and/or its contractors, employees, and agents.

All notices required hereunder shall be sent by U.S. regular or certified mail or by overnight mail to a party at the address below its signatures to this document.

This Easement, and all the terms, conditions, rights and obligations herein contained, shall inure to the benefit of and be binding upon the parties hereto, their successors, lessees and assigns. This document may only be modified in writing, signed by an authorized representative of Grantor and the City.

This document may be executed in identical counterparts and electronically transmitted signatures shall be considered effective and shall be considered a representation that fully executed and authenticated original signed documents have been retained by the party transmitting the electronic version of the Easement.

Kitsap Bank
Steve Politakis, CEO 11/6/23
Grantor Date Grantor Date

STATE OF WASHINGTON)
) ss.
County of Kitsap)

On this date, before me the undersigned Notary Public in and for the State of Washington, personally appeared _____, to me known to be the individuals who executed the foregoing Temporary Construction Easement and acknowledged to me that they signed the same for the uses and contents therein mentioned.

DATED this 6 day of Nov, 2023
Leigh Hagen
NOTARY PUBLIC
Print Name: Leigh H. Hagen
My appointment expires: 7/9/2026



[If grantor is a corporation or LLC]

STATE OF WASHINGTON)
) ss.
County of Kitsap)

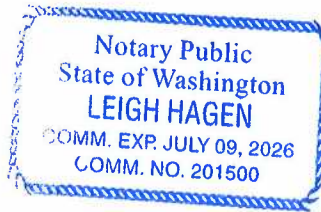
I certify that I know or have satisfactory evidence that Steve Politakis is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath, stated that he/she was authorized to execute the instrument and acknowledged it as the CEO of Kitsap Bank to be the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

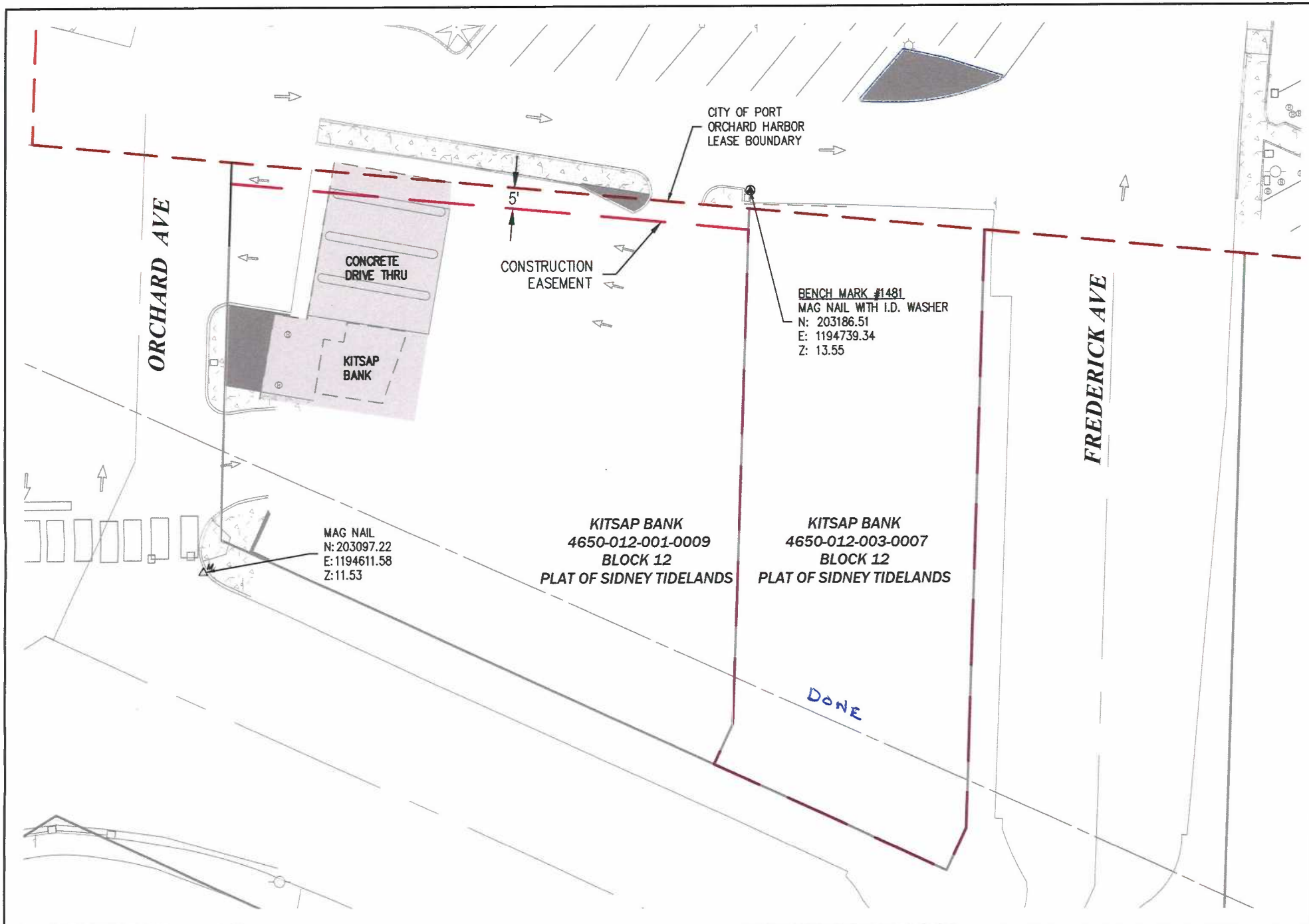
DATED: 11/6/2023.

Leigh Hagen
NOTARY PUBLIC

Print Name: Leigh H. Hagen

My appointment expires: 7/9/2026





When Recorded Return To:

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

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

Grantor(s): Kitsap Bank

Grantee(s): City of Port Orchard

Legal Description (abbreviated): S.M. STEVENS' TOWN PLAT OF SIDNEY LOT 3, BLOCK 12, S.M. STEVENS TOWN PLAT OF SIDNEY, ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 1, RECORDS OF KITSAP COUNTY, WASHINGTON AND LOT 3, BLOCK 12, MAP OF THE SHORE AND TIDELANDS OF SIDNEY, AS ESTABLISHED MAY 3, 1892 AND FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON.

Assessor's Tax Parcel ID#: 4650-012-003-0007

This agreement is made on the date set out below, by and between Kitsap Bank, a bank corporation ("Grantor"), and the City of Port Orchard, a Washington municipal corporation ("Grantee") for the purposes set forth herein.

WHEREAS, the Grantee, its contractors, agents and assigns, desires to use a portion of real property owned by the Grantor to facilitate Grantee's construction of a municipal project described herein; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Temporary Construction Easement. The Grantor hereby grants to the Grantee, its contractors, agents and assigns, subject to the conditions set forth herein, a temporary, non-transferable, non-exclusive easement in, upon, over, under, and across a portion of Kitsap County Assessor Tax Parcel No. 4650-012-003-0007, otherwise known as the real property legally described on Exhibit A, and depicted in Exhibit B, attached hereto and by this referenced made a part hereof (the "Easement Area"), situated in the City of Port Orchard, including but not limited to the rights, privileges and authorities of ingress and egress and other purposes incidental to the following construction project (hereinafter, the "Project"):

Utility upgrades associated with the Marina Lift Station Improvement project. Work included in the project will be constructed in the City's owned parcels and right-of-way, which is located adjacent to the parcel.

2. Conditions. This easement is granted and accepted subject to the following conditions:

- A. Grantor shall not obstruct, or permit its agents to obstruct, the Easement Area in any manner that will materially prevent or interfere with the performance of the Project. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the Grantee's rights hereunder.
- B. Grantee shall provide that Grantor be named as an additional insured under one or both of the following endorsements for Commercial General Liability Policy No. GLA569129905: (a). The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or (b). The ISO CG 20 37 (10/01 edition). Grantor shall be an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of the Project.
- C. This Easement and its terms and conditions shall be binding on the Parties and their respective successors, heirs and assigns. This Easement shall not be recorded against the Real Property unless the Grantor proposes to convey the Real Property to a third party prior to the termination or expiration of the Easement as provided herein. Grantor shall notify the City of any proposed conveyance of the Real Property at least sixty (60) days prior to any conveyance. Grantor warrants that Grantor owns fee title to the Real Property and warrants the City quiet enjoyment of the Easement.
- D. The City shall, upon completion of the construction project, restore any premises of the Grantor disturbed by the City, to as good condition as it was in prior to construction of the project.
- E. This Temporary Construction and Access Easement shall expire 18 months from the date of signature or formal close out of the Project by the Grantee, whichever occurs first. Notice of formal close out shall be timely provided to Grantor by Grantee.
- F. The Grantee does hereby agree to indemnify and hold harmless the Grantor against and from any and all liability for loss, damages, and expenses on account of damage to the property or injury to persons resulting from or arising out of Grantee's exercise of the rights granted by this Easement to the Grantee and/or its contractors, employees, and agents.

All notices required hereunder shall be sent by U.S. regular or certified mail or by overnight mail to a party at the address below its signatures to this document.

This Easement, and all the terms, conditions, rights and obligations herein contained, shall inure to the benefit of and be binding upon the parties hereto, their successors, lessees and assigns. This document may only be modified in writing, signed by an authorized representative of Grantor and the City.

This document may be executed in identical counterparts and electronically transmitted signatures shall be considered effective and shall be considered a representation that fully executed and authenticated original signed documents have been retained by the party transmitting the electronic version of the Easement.

Kitsap Bank
Steve Politakis CEO 11/2/23
Grantor _____ Date _____ Grantor _____ Date _____

STATE OF WASHINGTON)
) ss.
County of Kitsap)

On this date, before me the undersigned Notary Public in and for the State of Washington, personally appeared Steve Politakis, to me known to be the individuals who executed the foregoing Temporary Construction Easement and acknowledged to me that they signed the same for the uses and contents therein mentioned.

DATED this 2 day of NOV, 2023

NOTARY PUBLIC
Print Name: Leigh H. Hagen
My appointment expires: 7/9/2026



[If grantor is a corporation or LLC]

STATE OF WASHINGTON)
) ss.
County of Kitsap)

I certify that I know or have satisfactory evidence that Steve Politakis 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 CEO of Kitsap Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

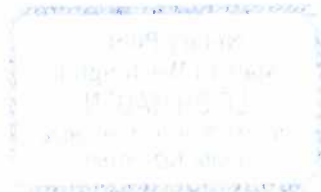
DATED: 11/2/2023

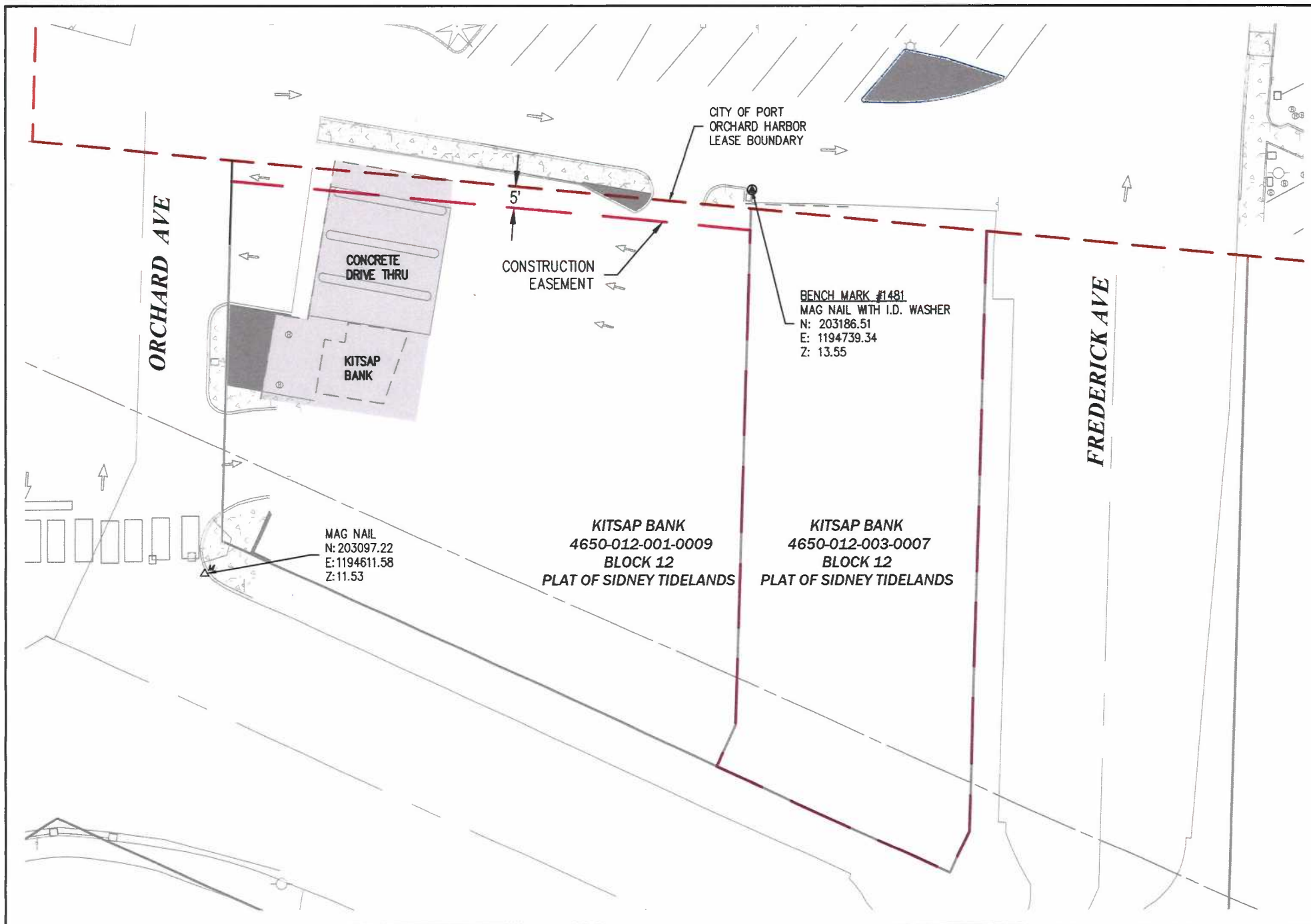


NOTARY PUBLIC

Print Name: Leigh H. Hagen

My appointment expires: 7/9/2026







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 4G
Subject: Adoption of a Resolution Approving the
Purchase of a John Deere Backhoe
from the Equipment Rental Revolving
Fund 500

Meeting Date: November 14, 2023
Prepared by: Denis Ryan
Public Works Director
Atty Routing No.: 366922.0009
Atty Review Date: November 7, 2023

Summary: The Public Works Department has identified new equipment necessary for continued operations in 2023, included as a projected expenditure in the 2023-2024 Biennial Budget. Staff identified the need to purchase a Backhoe (the “Vehicle”) to replace Equipment Rental and Revolving Fund 500 (ER&R) No. 1056, a 1994 Backhoe w/ bucket, that is scheduled for replacement in 2023 from the ER&R. The 2023-2024 biennial budget includes \$145,000 for the purchase of the replacement vehicle.

The City is a member of purchasing cooperative Sourcewell (via City Contract No. C075-14) which allows the City to utilize contracts procured by Sourcewell for services and purchases, so long as the City confirms the contract complies with all applicable statutory procurement requirements for the purchase or service, per RCW 39.34.030. Consistent with City Contract No. C075-14 and the City’s Procurement Procedures Policies, adopted as Resolution No. 073-23, as amended, the City’s Public Works Department identified Pape Machinery, as an authorized John Deere dealer and as an approved vendor for the Vehicle, awarded via Sourcewell Contract No. 011723-JDC (“Sourcewell Contract”).

Staff requested a quote from the vendor, and on October 20, 2023, the City received a quote of \$143,705.69 from Pape Machinery for the vehicle. Staff confirmed the quote was consistent with the Sourcewell Contract pricing. Staff also confirmed the vehicle meets the City’s fleet standardization policies and at a cost of \$143,705.69 falls within the amount budgeted in the 2023-2024 Biennial Budget. On October 23, 2023, the City Public Works Department completed the Interlocal Agreement Purchase Checklist for John Deere - Sourcewell. Staff reviewed the procurement process utilized by Sourcewell for the Sourcewell Contract and confirmed the applicable procurement requirements were met and obtained all necessary documentation from Sourcewell and the vendor regarding procurement.

Further, Staff has identified additional expenses associated with the vehicle after delivery that are necessary to prepare the vehicle for service. These expenses include the licensing, and City logo decals. These items are estimated to cost \$437.20. This amount is included in the \$145,000 ER&R budget authority for the vehicle purchase. However, these items are not included in the Sourcewell

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

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

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

Relationship to Comprehensive Plan: N/A

Motion for consideration: "I move to adopt a Resolution authorizing the purchase of a vehicle from John Deere via Pape Machinery."

Fiscal Impact: Backhoe **\$143,705.69** (excluding registration fees) budgeted in the 2023-2024 Budget (GL Code: 500.10.594.35.60).

Licensing/CB radio/logo and decals (**not included in this approval but listed as a component cost of the vehicle, included here for transparency**): \$437.20 are included in the 2023-2024 Budget. (GL Code: 500.10.594.35.60).

Total Estimated Cost of vehicle and all related equipment/items: \$144,142.89

Alternatives: Do not approve and provide alternative guidance.

Attachment: Resolution

Exhibit A-Quote

Interlocal Agreement Checklist

ER&R Purchase Request

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING
THE PURCHASE OF A JOHN DEERE BACKHOE FROM THE EQUIPMENT RENTAL
REVOLVING FUND 500 AND DOCUMENTING PROCUREMENT PROCEDURES.**

WHEREAS, the City's 1994 Backhoe with bucket (ER&R No. 1056) is scheduled for replacement in 2023 as part of the Equipment Rental and Revolving Fund 500 (ER&R) replacement process; and

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

WHEREAS; consistent with City Contract No. C075-14 and the City's Procurement Procedures Policies, adopted as Resolution No. 073-23, as amended, the City's Public Works Department identified Pape Machinery as an authorized John Deere dealer and an approved vendor for the desired backhoe through Sourcewell Contract No. 093021-ELG (Sourcewell Contract); and

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

WHEREAS, Public Works staff requested a quote and on October 20, 2023, received a quote from Pape Machinery of \$131,478.22 (plus applicable tax), for a total purchase price of \$143,705.69, and confirmed that this pricing was consistent with Sourcewell Contract No. 093021-ELG; and

WHEREAS, on October 23, 2023, the City's Public Works Department completed the Interlocal Agreement Purchase Checklist for the selected vendor and confirmed the quote was consistent with the Sourcewell Contract; and

WHEREAS, the 2023-2024 Biennial Budget includes \$145,000 in the Equipment Rental and Revolving Fund 500 (ER&R) for the purchase of a replacement backhoe; and

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

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

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

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

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

THAT: The City Council approves the purchase of a Backhoe and associated equipment from manufacturer John Deere via Pape Machinery in the amount of \$143,705.69 (applicable tax included). The Mayor or his designee is authorized to take all actions necessary to effectuate the purchase consistent with this authorization.

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

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 14th day of November 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



SALES ORDER

2-1700 E (3/11)

REFERENCE
NUMBER

BILL TO		SIC Code: _____		SHIP TO		Name: _____			
Buyer: <u>CITY OF PORT ORCHARD</u>				Address: _____					
Address: _____				City, State: _____ Zip: _____					
City: _____ State: <u>WA</u> Zip: _____				County: _____					
County: _____ Customer No.: _____				DELIVERY DATE (EST): _____					
Ph. No. _____ Fax No. _____				P.O. No. _____					
EQUIPMENT	MAKE	MODEL	<u>310 P</u>	EQUIP.#	TRANSACTION		INVENTORY		
					SALE	RPO	NEW	USED	RENT
<u>JOHN DEERE</u>		SER.#	<u>TBD</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Description: <u>NEW JOHN DEERE 310P BACKHOE LOADER EQUIPPED AS SPECIFIED ON BULD SHEETS</u>					See Attached				
							<u>\$218,646.00</u>		
<u>SOURCEWELL CONTRACT #011723-JDC</u>									
<u>SOURCEWELL CONTRACT DISCOUNT OFF LIST 43%</u>							<u>-\$94,017.78</u>		
<u>ADDITIONAL COSTS</u>									
<u>FACTORY FREIGHT</u>							<u>\$4,650.00</u>		
<u>PDI, LOACAL DELIVERY</u>							<u>\$2,200.00</u>		
Del'y / F.O.B.					AGREED PRICE \$		<u>\$131,478.22</u>		
TRADE	YEAR	MAKE	MODEL	SERIAL NUMBER	If Tax Exempt, Provide Certificate or enter Rate Below				
<u>NA</u>									
					Sales Tax (%)		<u>\$0.00</u>		
Lienholder:					Total Price		<u>\$131,478.22</u>		
Trade-in Allowance: <u>\$0.00</u> Less (Est.) Payoff: <u>\$0.00</u>					Net Trade in		<u>\$0.00</u>		
BILL OF SALE: FOR TRADE -IN DESCRIBED HEREIN. WE CERTIFY THAT THERE IS NO LIEN, CLAIM, DEBT, MORTGAGE OR ENCUMBERANCE OF ANY KIND, NATURE OR DESCRIPTION AGAINST THIS PROPERTY NOW EXISTING, OF RECORD OR OTHERWISE AND THAT SAME IS FREE AND CLEAR AND IS MY/ OUR SOLE AND ABSOLUTE PROPERTY EXCEPT AS NOTED ABOVE. BUYER'S SIGNATURE: X					Sales Tax (<u>9.3</u> %)		<u>\$12,227.47</u>		
					Balance Due		<u>\$143,705.69</u>		
					Down Payment		<u>\$0.00</u>		
FINANCE	<input type="checkbox"/> FINANCED	<input type="checkbox"/> ON ACCOUNT	<input type="checkbox"/> CASH/COD			<u>\$0.00</u>			
TERMS (SUBJECT TO APPROVAL):					Approx License Fee		<u>\$0.00</u>		
					Amount to Finance		<u>\$143,705.69</u>		
					Length of Term				
					Est. PMT. W/ Ins.				
INSURANCE AGENT:					Est. Pmt. W/O Ins.				
WARRANTY	<input type="checkbox"/> NEW BASIC _____ (DESCRIBE)				<input type="checkbox"/> AS IS / NO WARRANTY				
	<input type="checkbox"/> NEW EXTENDED _____ (DESCRIBE)				<input type="checkbox"/> USED _____ (DESCRIBE)				
This Sales Order is subject to additional terms and conditions on the reverse side of this document. The undersigned Buyer agrees that it has read and understands the terms and conditions, warranty disclaimers, and limitations of liability set out in the additional terms and conditions on the reverse side of this document and that the same are included in and are part of this Sales Order as if set forth on the face hereof.									
PAPÉ MACHINERY, Inc. (Store Address): <u>3607 - 20th Street East</u> <u>TACOMA, WA 98424</u>					BUYER				
By: _____ (253) 922-8718					By: _____ Title: _____				
Title: <u>Territory Mgr</u> Date: _____					Date: _____				

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. Taxes. Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. Delivery. Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. Transportation and Claims. Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. Payment and Security. Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. Buyer to Furnish. Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. Laws Governing. All orders will be governed by the laws of the State of Oregon.

7. Assignment. The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. Limitations of Warranties. If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. Rental Purchase Option. If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. Notice. This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. Attorneys Fees. In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. Entire Agreement. The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guaranties, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.



Code	Description	Qty	List Price(USD)
17B0T	310 P-tier Backhoe Loader	1	\$154,068.00
	17B0T (Gen-A)		
	Ex-Works Dubuque, Iowa, U.S.A.		
	As not all option codes have field kits, please review your order option codes and available kits prior to placing a machine order.		
Option Codes			
0202	United States	1	No Added Cost
0351	Translated Text Labels	1	No Added Cost
	Vehicle labels translated to selected language with English labels. Includes labels for operator station, engine and backhoe controls options.		
0259	English	1	No Added Cost
	English language for operator’s manual and electronic content. Includes operator’s manual and 4G OM packet.		

1003	Cab	1	\$12,582.00
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Isolation mounted modular design ROPS/FOPS level 2 (meets ISO 3449 & ISO 3471) molded roof.

Tinted safety glass.

Deluxe interior trim.

Headliner.

Molded floor mat.

Less radio (cab includes power connector for radio and threaded bosses for mounting brackets - see radio kit installation instructions).

Air conditioning 26,000 BTU.

CFC free R134a refrigerant.

Heater/defrosters/pressurizer, 40,000 BTU, 10 speed.

Deluxe mechanical suspension, cloth, swivel seat with lumbar adjustment and arm rests, fully adjustable.

3 inch orange seat belt with retractor.

Tilt steering wheel.

Interior rearview mirror.

Front 2-speed wiper with windshield washer and rear 1-speed wiper.

(2) front driving/working halogen lights - 32,500 candlepower each

(2) rear working halogen lights - 32,500 candlepower each

(6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof

(4) turn signal/flashing/rear stop/tail lights - 2 front and rear

(2) rear reflector

See 'Order as Desired' codes for additional cab options not included in standard cab (i.e. air suspension seat, radio, sun visor).

183E	JDLink™	1	No Added Cost
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Includes integrated cab wiring harness, antenna, and JDLink™ Modem's (MTG).

JDLink™ connectivity is enabled separately through the JDLink™ website.

Connectivity service is subject to country availability.

3006	Powershift Transmission - Mechanical Front Wheel Drive (MFWD) with Open Differential	1	No Added Cost
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4F/2R powershift transmission.

Includes torque converter with electrically actuated twist grip TCL in 1st through 4th gears.

4006	John Deere 4.5L - FT4/Stage IV	1	No Added Cost
	Net peak power of 100 Hp. For use only in areas where EPA final tier 4/EU stage IV is required. Turbocharged. Wet sleeve cylinder liners. 2 valves / cylinder. Electronically controlled HPCR fuel delivery system, B20 biodiesel compatible. Serpentine belt with automatic belt tensioner. Enclosed safety fan guard. Vertical spin-on engine oil filter. Spin-on fuel filter with water separator. Dual safety element dry-type air cleaner with evacuator valve. Underhood catalysts with vertical curved exhaust stack. Passive flow-through exhaust aftertreatment system with grid heater. Electronically controlled, variable-speed cooling fan.		
5247	Galaxy 19.5L-24 12PR Rear & 12-16.5 R4 12PR Front	1	No Added Cost
	Requires axle code 3006. Rear tire chains require wheel spacers (AT347522).		
6154	Dual Batteries with Disconnect, Jump Post, and Engine Block Heater	1	\$482.00
	350 minute reserve capacity (1900 CCA). Recommended for use in ambient temperatures below 32 degrees F (0 degrees C). Includes engine block heater.		
6752	Extendible Dipperstick	1	\$10,180.00
	Standard stabilizer legs; stabilizer overall width, operating: 11 ft. 7 in. (3.53 m.)		
6577	1250 lb. (567 kg.) Front Counterweight	1	\$1,846.00
7002	Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/ Swinger)	1	\$4,811.00
	Includes factory installed plumbing to bulkhead (mid-point of dipperstick) for one and two way flow valves (selective flow and proportional). Includes hydraulic quick disconnect fittings KV11305 and AT312681 for one-way flow circuit rated for full auxiliary circuit flow capacity. Quick disconnects require connection without pressure and are identical to the couplings provided with the front loader 3rd function hydraulic option.		
7028	Pilot Controls, Two Lever, with Pattern Selection	1	\$2,798.00
	Horn button integrated into pilot control levers.		

7040	Three-Function Loader Hydraulics, Single Lever	1	\$3,431.00
	Single lever loader control with electric clutch disconnect, momentary MFWD, and electro-hydraulic auxiliary control. For front attachments. Includes valve with circuit relief and .5 in. (12.7 mm) hoses and steel lines to loader cross tube.		
7806	24 in. (611 mm.) Heavy-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.)	1	\$2,286.00
	Pin-on bucket includes 5 teeth, TK-system Fanggs		
7707	Multi-Brand Quick Coupler - 42 in. Thumb Ready	1	\$1,805.00
	Includes factory installed thumb cylinder mounting ears installed onto dipper. If factory installed thumb option required, order code 8027 - 42 inch tine. For use with Deere C, D, SE, SG, SJ, SK, SL & SL HL series buckets and with Case K, L, M and Cat C series buckets. Not for use with 710 buckets. Not compatible with Case N-series. Spacers are recommended for Cat and Case buckets, see bulletin 07BH08 for details.		
7856	86 in. (2.18 m.) Multi-Purpose Bucket, 1.22 cu. yd. (0.93 cu. m.)	1	\$10,629.00
	Pin-on bucket includes reversible bolt-on cutting edges and skid plates. Requires third function hydraulics. Pre-drilled for seven teeth - order teeth from parts.		
8096	Premium Mirror Option - Exterior Rear View Mirrors (2) and Front View Mirror (1)	1	\$177.00
8109	Sun Visor	1	\$100.00
8146	Left Side Console Storage with Cup Holders	1	\$85.00
8183	Radio, Bosch Premium Package	1	\$1,424.00
	AM/FM/Weather Radio, Bluetooth capable with microphone, 3.5mm auxiliary input, USB input, roof power port, roof storage compartment.		
8208	Seat, Cloth Air-Suspension - Heated	1	\$1,044.00
	For enclosed Cab.		

8075	Diagnostic Oil Sampling Ports	1	\$217.00
	Requires code engine code 4006. Includes 4 ports: Engine oil Engine coolant Transmission oil Hydraulic oil		
8226	Strobe Light with Magnetic Mount	1	\$617.00
	Light is shipped loose in the cab.		
8131	Heavy-Duty Stabilizer Pads	1	\$485.00
	Laminated and reinforced rubber, compressed on edge within the steel shoe for improved durability and wear performance.		
8202	Manual Ride Control	1	\$2,087.00
8027	Thumb - 42 in. 4 Tine	1	\$7,043.00
	Reference bulletin 17BH08 for compatibility with couplers and buckets, and to determine necessary thumb length. Requires two-way auxiliary hydraulics, code 7002. It does include plumbing for two-way auxiliary valve.		
8115	MFWD Driveshaft Guard	1	\$449.00
	Recommended when operating over large rocks or stumps.		
Total			\$218,646.00

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.



ER&R

Replacement or Addition Purchase Request

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

Please attach the quote for vehicle / equipment.

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

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

STANDARDS FOR VEHICLES

Police Department Standard Vehicle

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

Public Works and Planning Standard Truck

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

Administration and Planning Standard Vehicle

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

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

Denis Ryan

 Department Director

 Date

Approved for purchase by:

ER&R Representative

Date



SALES ORDER

2-1700 E (3/11)

REFERENCE
NUMBER

BILL TO		SIC Code:		SHIP TO		Name:		
Buyer:		CITY OF PORT ORCHARD		Address:				
Address:				City, State:		Zip:		
City:		State: WA Zip:		County:				
County:		Customer No.:		DELIVERY DATE (EST):				
Ph. No.		Fax No.		P.O. No.				
EQUIPMENT		MAKE	MODEL	EQUIP.#	TRANSACTION		INVENTORY	
			310 P		SALE	RPO	NEW	USED
JOHN DEERE		SER.#	TBD		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Description:		NEW JOHN DEERE 310P BACKHOE LOADER EQUIPPED AS SPECIFIED ON BULD SHEETS					See Attached	
SOURCEWELL CONTRACT #011723-JDC							\$218,646.00	
SOURCEWELL CONTRACT DISCOUNT OFF LIST 43%							-\$94,017.78	
ADDITIONAL COSTS								
FACTORY FREIGHT							\$4,650.00	
PDI, LOACAL DELIVERY							\$2,200.00	
Del'y / F.O.B.							AGREED PRICE \$	
TRADE		YEAR	MAKE	MODEL	SERIAL NUMBER	\$131,478.22		
NA							If Tax Exempt, Provide Certificate or enter Rate Below	
Lienholder:							Sales Tax (%)	\$0.00
Trade-in Allowance: \$0.00		Less (Est.) Payoff: \$0.00					Total Price	\$131,478.22
BILL OF SALE: FOR TRADE -IN DESCRIBED HEREIN. WE CERTIFY THAT THERE IS NO LIEN, CLAIM, DEBT, MORTGAGE OR ENCUMBERANCE OF ANY KIND, NATURE OR DESCRIPTION AGAINST THIS PROPERTY NOW EXISTING, OF RECORD OR OTHERWISE AND THAT SAME IS FREE AND CLEAR AND IS MY/ OUR SOLE AND ABSOLUTE PROPERTY EXCEPT AS NOTED ABOVE.							Net Trade in	\$0.00
BUYER'S SIGNATURE: X							Sales Tax (9.3 %)	\$12,227.47
FINANCE		<input type="checkbox"/> FINANCED <input type="checkbox"/> ON ACCOUNT <input type="checkbox"/> CASH/COD					Balance Due	\$143,705.69
TERMS (SUBJECT TO APPROVAL):							Down Payment	\$0.00
							Approx License Fee	\$0.00
							Amount to Finance	\$143,705.69
							Length of Term	
							Est. PMT. W/ Ins.	
INSURANCE AGENT:							Est. Pmt. W/O Ins.	
WARRANTY		<input type="checkbox"/> NEW BASIC (DESCRIBE)					<input type="checkbox"/> AS IS / NO WARRANTY	
		<input type="checkbox"/> NEW EXTENDED (DESCRIBE)					<input type="checkbox"/> USED (DESCRIBE)	
This Sales Order is subject to additional terms and conditions on the reverse side of this document. The undersigned Buyer agrees that it has read and understands the terms and conditions, warranty disclaimers, and limitations of liability set out in the additional terms and conditions on the reverse side of this document and that the same are included in and are part of this Sales Order as if set forth on the face hereof.								
PAPÉ MACHINERY, Inc. (Store Address): 3607 - 20th Street East TACOMA, WA 98424					BUYER			
By: (253) 922-8718					By: Title:			
Title: Territory Mgr Date:					Date: Title:			

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. Taxes. Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. Delivery. Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. Transportation and Claims. Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. Payment and Security. Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. Buyer to Furnish. Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. Laws Governing. All orders will be governed by the laws of the State of Oregon.

7. Assignment. The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

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Tinted safety glass.

Deluxe interior trim.

Headliner.

Molded floor mat.

Less radio (cab includes power connector for radio and threaded bosses for mounting brackets - see radio kit installation instructions).

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CFC free R134a refrigerant.

Heater/defrosters/pressurizer, 40,000 BTU, 10 speed.

Deluxe mechanical suspension, cloth, swivel seat with lumbar adjustment and arm rests, fully adjustable.

3 inch orange seat belt with retractor.

Tilt steering wheel.

Interior rearview mirror.

Front 2-speed wiper with windshield washer and rear 1-speed wiper.

(2) front driving/working halogen lights - 32,500 candlepower each

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(6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof

(4) turn signal/flashing/rear stop/tail lights - 2 front and rear

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7707	Multi-Brand Quick Coupler - 42 in. Thumb Ready	1	\$1,805.00
<p>Includes factory installed thumb cylinder mounting ears installed onto dipper.</p> <p>If factory installed thumb option required, order code 8027 - 42 inch tine.</p> <p>For use with Deere C, D, SE, SG, SJ, SK, SL & SL HL series buckets and with Case K, L, M and Cat C series buckets.</p> <p>Not for use with 710 buckets.</p> <p>Not compatible with Case N-series.</p> <p>Spacers are recommended for Cat and Case buckets, see bulletin 07BH08 for details.</p>			
7856	86 in. (2.18 m.) Multi-Purpose Bucket, 1.22 cu. yd. (0.93 cu. m.)	1	\$10,629.00
<p>Pin-on bucket includes reversible bolt-on cutting edges and skid plates. Requires third function hydraulics.</p> <p>Pre-drilled for seven teeth - order teeth from parts.</p>			
8096	Premium Mirror Option - Exterior Rear View Mirrors (2) and Front View Mirror (1)	1	\$177.00
8109	Sun Visor	1	\$100.00
8146	Left Side Console Storage with Cup Holders	1	\$85.00
8183	Radio, Bosch Premium Package	1	\$1,424.00
<p>AM/FM/Weather Radio, Bluetooth capable with microphone, 3.5mm auxiliary input, USB input, roof power port, roof storage compartment.</p>			
8208	Seat, Cloth Air-Suspension - Heated	1	\$1,044.00
<p>For enclosed Cab.</p>			

8075	Diagnostic Oil Sampling Ports	1	\$217.00
	Requires code engine code 4006. Includes 4 ports: Engine oil Engine coolant Transmission oil Hydraulic oil		
8226	Strobe Light with Magnetic Mount	1	\$617.00
	Light is shipped loose in the cab.		
8131	Heavy-Duty Stabilizer Pads	1	\$485.00
	Laminated and reinforced rubber, compressed on edge within the steel shoe for improved durability and wear performance.		
8202	Manual Ride Control	1	\$2,087.00
8027	Thumb - 42 in. 4 Tine	1	\$7,043.00
	Reference bulletin 17BH08 for compatibility with couplers and buckets, and to determine necessary thumb length. Requires two-way auxiliary hydraulics, code 7002. It does include plumbing for two-way auxiliary valve.		
8115	MFWD Driveshaft Guard	1	\$449.00
	Recommended when operating over large rocks or stumps.		
Total			\$218,646.00

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.

CITY OF PORT ORCHARD
PURCHASES THROUGH INTERLOCAL AGREEMENTS

City Contract No.: 075-14

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

Item Description: John Deere 310P Backhoe

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

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

State OSP Contract No.: Sourcewell #011723

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

Is this a technology contract?

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

Is this a services contract?

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

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

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

Checklist for Required Compliance

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

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



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Consent Agenda 4H
Subject: Approval of the 2023 Proposed Code
Amendment Docket

Meeting Date: November 14, 2023
Prepared by: Nicholas Bond
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: The docketing procedure for suggested code amendments consistent with Port Orchard Municipal Code (POMC) 20.06 involves a structured method for organizing and prioritizing proposed amendments.

Individuals, departments, or committees may submit their proposed code amendments for consideration. These proposals can come from City Council members, the Planning Commission, the Director of Community Development, or other relevant stakeholders. The Department of Community Development collects suggested code amendments from all stakeholders submitted to the Department prior to September 30th of each calendar year.

The proposed amendments are then reviewed by the Department of Community Development, which assesses their feasibility, alignment with city goals, in compliance with POMC 20.06. This review ensures that the proposed changes meet legal requirements and are consistent with the adopted Comprehensive Plan.

Subsequently, a docket is prepared, listing the proposed amendments in order of priority and providing a brief description of each. This docket was presented to the Land Use Committee and shared with the public for transparency and awareness. At the October 4, 2023 Land Use Committee meeting, the Committee formally reviewed the proposed amendments docket and evaluated the priority, feasibility, and potential impact of each proposed amendment, and recommend adjustments to the docket. The Committee recommended that Items 9 and 10 be removed from the proposed docket. After the Land Use Committee meeting and recommendation, staff identified another necessary amendment to create a fourplex building type in the McCormick Village Overlay District (MVOD). As an oversight to middle housing needs, the fourplex building type was not included in the adopted MVOD standards. Staff proposes the creation of this building type to allow additional flexibility in housing product in the subarea's neighborhood core. This amendment should move forward independently of the remaining suggested code amendments.

After considering public input and Land Use Committee recommendations, the docket is finalized, incorporating any necessary changes and presented to the City Council for action. The City Council may review and approve the final docket of proposed amendments, offer alternatives, and/or choose not to approve a docket of annual amendments. The City Council action signifies the acceptance of the prioritization and scheduling of the proposed code amendments.

If approved, or approved with modifications, an approved docket is integrated into the city's work plan, outlining the timeline and scheduling for addressing each proposed amendment in alignment with its priority.

This docketing procedure ensures a structured approach to considering and prioritizing suggested code amendments in adherence to POMC 20.06, promoting transparency, community engagement, and effective implementation of the proposed changes.

The attached table introduces a list of suggested code amendments received from the public and City of Port Orchard staff prior to September 30, 2023, incorporates the Land Use Committee's recommendations, and includes the MVOD Fourplex addition.

The Department of Community Development recommends the approval of the suggested code amendment docket. These amendments are vital for advancing our urban form objectives and aligning with our long-term city development goals.

Except for the MVOD-Fourplex building type, the proposed suggested code amendments should be integrated into the City of Port Orchard Comprehensive Plan periodic update. The periodic update is a comprehensive effort that has been in progress since the summer of 2022 and is anticipated to conclude by December 31, 2024. The Comprehensive Plan periodic update is expected to yield several more essential code updates. Some of these updates are mandated by the State of Washington as a result of recent legislative sessions. This integration ensures that the work related to the suggested code amendments aligns with the broader objectives outlined in the Comprehensive Plan, the work associated with the periodic update, and the mandates from the Legislature

Relationship to Comprehensive Plan: Code revision will implement various goals and policies consistent with the adopted Comprehensive Plan.

Recommendation: Staff recommends that the City Council approve the 2023 Code Amendment docket with the Land Use Committee's revisions pursuant to POMC 20.06.040 and incorporate it into the 2024 Comprehensive Plan Periodic Update and begin work on the creation of development standards for a fourplex building type in the McCormick Village Overlay district independent of periodic update work, as presented.

Motion for consideration "I move to approve the 2023 Code Amendment docket pursuant to POMC 20.06.040 incorporating it into the 2024 Comprehensive Plan Periodic Update, and direct staff to begin work developing a code amendment to create development standards for a fourplex building type in the McCormick Village Overlay District independent of the 2024 Comprehensive Plan periodic Update, as presented."

Fiscal Impact: This proposal is not expected to impact the City's budget.

Alternatives: Revise the proposed 2023 Code Amendment Docket; or, do not consider any code amendments in 2023.

Attachments: 2023 Code Amendments Docket

TITLE 20 POMC - SUGGESTED 2023 ANNUAL CODE AMENDMENT REVISIONS

Item #	Section	Title	Comment	Individual/Organization	Date	Class
1	20.127.020	Applicability and compliance	Create exemption for boathouses from the design standards	City of Port Orchard	1/18/2023	Design
2	20.127.020	Applicability and compliance	Create exemption for public buildings (such as pump houses and lift stations if they are not visible from the ROW) from design standards.	City of Port Orchard	1/18/2023	Design
3	20.127.350(3)	Usable Commercial Open Space.	On-site open space contains zoning designation of "Employment-industrial/office zone" language that is a hold-over from a previous version of the code. This language should be replaced with current implementation designation of industrial properties.	City of Port Orchard	1/26/2023	Code consistency
4	20.60.020	Definition – Home business.	The term “home business” or “home businesses” shall include home (cottage) industry, home occupation and home profession as defined in Chapter 20.12 POMC. -	City of Port Orchard	2/16/2023	Code consistency
5	20.32.100 & 20.32.015	Apartment - NMU	Multifamily is permitted in NMU. These sections indicate apartment as an unpermitted building type. POMC 20.32.010(9) indicates apartments are permitted in NMU	City of Port Orchard	3/29/2023	Code consistency
6	20.39.040	Supportive housing	Under RCW 35A.21.430 (2021), Washington cities may not prohibit permanent supportive housing or transitional housing in areas where multifamily housing or hotels are permitted (other parts of state law define “multifamily” as four or more units). This supersedes a similar 2019 law, RCW 35A.21.305. Similarly, emergency shelter and emergency housing may not be prohibited in any zones in which hotels are allowed. emergency shelter and emergency housing must also be allowed in the GMU zone, where hotels are allowed	City of Port Orchard	3/29/2023	Land Use
7	20.32.015 & 20.32.080	Fourplex	This building type is described as allowing 3-4 units, but its name is misleading and may cause code users to conclude triplex buildings are not allowed.	City of Port Orchard	3/29/2023	Land Use
8	20.98.060	Inspection and acceptance of improvements.	Section is unclear regarding the issuance of building permits when subdivider has posted a performance bond. Consider clarifying the issuance of 50% of building permits subject to a performance bond within a development.	City of Port Orchard	3/30/2023	Clarification
9	20.124.140	Minimum parking standards.	Change unit of measure to "per bed" and require .25 stalls/bed	John Williams	5/3/2023	Development Standard
10	20.124.140	Minimum parking standards.	Include unit of measure as "per bedroom" and require 1 stall/bedroom	John Williams	5/3/2023	Development Standard
11	20.124.140	Minimum parking standards	Revise to be consistent with detached house as required by RCW 70.128.140	City of Port Orchard	7/24/2023	Development standards
12	20.06.040	Timing and process for consideration.	Revise timing of proposed code amendments consideration to be consistent with POMC 20.04.060	City of Port Orchard	9/19/2023	Code consistency
13	20.38.225 & 20.38.230	Fourplex - MVOD	Create fourplex building type and associated development standards for the McCormick Village Overlay District.	City of Port Orchard	10/23/2023	Development Standard



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 4I
Subject: Approval of a Contract with the
Washington State Office of Public Defense
for Public Defense Services

Meeting Date: November 14, 2023
Prepared by: Sharon Ells
Court Administrator
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: In 2016, the city adopted Resolution 021-16 which increased the compensation for the conflict public defenders from \$38 per hour with a maximum of \$380 per case to \$55 per hour with a maximum of \$550 per case. After receiving grant funds in 2016, the City was able to add an additional conflict public defender to the Conflict Public Defender List.

The grant funds received will allow the city to provide a sufficient number of attorneys to meet the mandatory caseload limits and to provide attorneys at all in custody hearings. Before receiving grant funds, the Court had difficulty obtaining the services of a competent conflict public defender.

If the City receives grants funds for 2024 and 2025, the funding will allow the City to sustain the increase to the conflict attorneys' compensation as well as sustain the increased compensation to the contract firm.

The 2024-2025 grant amount is for \$24,000.

Recommendation: Staff recommends the Council authorize the mayor to sign the Washington State Office of Public Defense Grant.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to authorize the mayor to sign the Washington State Office of Public Defense Grant.

Fiscal Impact: Additional revenue to improve the quality of public defense services.

Alternatives: Not authorize the agreement and provide additional guidance

Attachments: Washington State Office of Public Defense Grant

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1. Grantee City of Port Orchard 216 Prospect Street Port Orchard, WA 98366	2. Grantee Representative Sharon Ells Court Administrator 216 Prospect Street Port Orchard, WA 98366
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Geoffrey D. Hulsey Managing Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Grant Amount \$24,000.00	6. Grant Period January 1, 2024 through December 31, 2025
7. Grant Purpose The Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities. (<u>See</u> Chapter 10.101 RCW.)	
The Office of Public Defense (OPD) and Grantee, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start January 1, 2024 and end December 31, 2025. The rights and obligations of both parties to this Grant are governed by this Grant Agreement and the following other documents incorporated by reference: Special Terms and Conditions of the City Grant Agreement, General Terms and Conditions of City Grant Agreement, and Exhibits A, B, C, and D.	
FOR THE GRANTEE _____ Name, Title _____ Date	FOR OPD _____ Geoffrey D. Hulsey, Managing Attorney Public Defense Improvement Program, OPD _____ Date

SPECIAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

1. GRANT MANAGEMENT

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

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Grant.
- b. The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. GRANT AWARD AMOUNT

The Grantee is awarded **twenty-four thousand dollars and 00/100 Dollars** (\$24,000.00) to be used for the purpose(s) described in the USE OF GRANT FUNDS below. One-half of the award amount shall be disbursed to Grantee in January 2024 for intended use during calendar year 2024. The remaining one-half shall be disbursed to Grantee in January 2025 for intended use during calendar year 2025. The disbursement of any grant funds is subject to the availability of funding appropriated to OPD by the Washington State Legislature.

3. PROHIBITED USE OF GRANT FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)

- a. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.
- b. Grant funds cannot be spent on purely city or court administrative functions or billing costs.
- c. Grant funds cannot be used for cost allocation.
- d. Grants funds cannot be used for indigency screening costs.
- e. Grant funds cannot be used for city or court technology systems or administrative equipment.
- f. Grant funds cannot be used for city attorney time, including advice on public defense contracting.

4. USE OF GRANT FUNDS

- a. Grantee agrees to use the grant funds for the following:
 - i. Additional attorneys to reduce caseloads;
 - ii. Increased compensation for public defense service providers;
 - iii. Public defense representation at preliminary appearance calendars.
- b. Grantee agrees to obtain OPD's written permission before funds are used for any purpose other than those listed in Section 4a above. Permission issued by electronic mail shall be sufficient for purposes of identifying other uses of grant funds not listed in section a.
- c. Grantee understands that the first disbursement of funds will be in calendar year 2024, and the second disbursement of funds will be in calendar year 2025. Grantee agrees that all disbursed funds will be used by the end of calendar year 2025. If Grantee is unable to use the funds by the end of calendar year 2025, the Grantee agrees to notify OPD to determine what action needs to be taken.
- d. Grantee agrees to deposit the grant check within fourteen days of receipt.

5. OVERSIGHT

- a. Grantee agrees to submit written reports to OPD. The first report shall be submitted to OPD no later than June 1, 2024 using the template found in Exhibit A. The second report shall be submitted to OPD no later than December 1, 2024 using the template found in Exhibit B. The third report shall be submitted to OPD no later than June 1, 2025 using the template found in Exhibit C. The final report shall be submitted to OPD no later than December 1, 2025 using the template found in Exhibit D. Reports must be submitted along with the Grantee City's public defense attorneys' contracts, certifications of compliance, and other required documentation.
- b. Over the duration of the grant term, OPD may conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Grantee will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city representatives.

6. **ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes, regulations, and court rules
- Special Terms and Conditions of the City Grant
- General Terms and Conditions of the City Grant

GENERAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

1. ALL WRITINGS CONTAINED HEREIN

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

2. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of OPD.

5. ATTORNEY'S FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

6. CONFORMANCE

If any provision of this Grant violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

7. ETHICS/CONFLICTS OF INTEREST

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. GOVERNING LAW AND VENUE

This Grant 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

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the State of Washington, OPD, all other agencies of the State and all officers, agents and employees of the State, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant.

10. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part.

12. RECAPTURE

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

13. RECORDS MAINTENANCE

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant. Grantee shall retain such records for a period of six (6) years following the end of the grant period. 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 finally resolved.

14. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

15. SEVERABILITY

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

16. SUBJECT TO THE AVAILABILITY OF FUNDS

Any full or partial allocation of funds under this Grant is subject to the appropriation of funds by the Washington Legislature to OPD.

17. 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 Grant unless stated to be such in writing.

Exhibit A

Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #1

All City grant recipients are required to submit a completed copy of this report, along with corresponding documentation, to the Washington State Office of Public Defense by June 1, 2024.

City:	
Date Completed:	
Contact Name:	
Title:	
Mailing Address:	
Phone:	
Email Address:	

Section I: Public Defense Expenditures/Budget

1.1 In 2023, the city paid indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

1.2 For 2024, the city has *budgeted* indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

1.3 What amount of the 2024 RCW 10.101 grant funds has been spent to date?

\$

Section II: Case Assignments

2.1 Provide the following data for the total number of public defense cases assignments in 2023:

Fill in section 2.1(a) if the city has a public defender agency or contracts with a county public defender agency or non-profit public defense firm. Fill in section 2.1(b) for list appointments or contracts with private attorneys.

a. Cities using public defender agencies.

Number of cases assigned to public defender agency (not including conflict counsel):

Number of probation violations and other miscellaneous post sentencing hearings assigned:

Number of full-time-equivalent public defenders:

Average per-attorney caseload, if available:

b. Cities using list appointments or contracts with private firms.

Number of cases assigned to public defense attorneys:

Number of probation violations and other miscellaneous post sentencing hearings assigned:

Number of attorneys with public defense contracts or on court's appointment list:

Section III: Grant Funds

3.1 Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>):	
3.2 Description of How Grant Funds Have Been Used to Date:	
3.3 Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable):	
3.4 Description of Impact State Funds Have Had on Local Public Defense Services:	

Section IV: Attachments and Tables

- 4.1** If the city has public defense contracts, fill out the Table of Public Defense Contracts (*Table I*), and attach a copy of each *current contract* in alphabetical order by attorney name. Failure to provide current contracts could result in an incomplete report.
- 4.2** If the court appoints public defense attorneys from a list, provide the name of each attorney and the compensation paid per case or per hour in the Table of List-Appointed Public Defense Attorneys (*Table II*).
- 4.3** If the City has adopted any new public defense policies, ordinances, or resolutions within the last year, please attach them to this report.
- 4.4** Provide copies of attorneys' 2024 second quarter Certificates of Compliance.

Table I: Public Defense Contracts and Subcontracts Currently in Effect (2024)

Name of attorney/firm (If firm, please identify (1) the total number of attorney FTEs handling public defense cases, and (2) the name of each attorney handling public defense cases)	Number of misdemeanor/ gross misdemeanor cases anticipated for the attorney/firm in 2024	Method and rate of payment (per case/per hour, etc.)	Conflict cases only? Yes/No

Table II: List-Appointed Public Defense Attorneys (2024)

Name of attorney/firm (If firm, please identify (1) the total number of attorney FTEs handling public defense cases, and (2) the name of each attorney handling public defense cases)	Method and rate of payment (per case/per hour, etc.)	Number of cases assigned

Exhibit B

Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #2

*All City grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense by December 1, 2024.
Failure to timely submit this report could delay disbursement of 2025 grant funds.*

City:	
Report Date:	
Contact – Name/Title:	
Email:	
Phone:	
Address:	

1. As of the date of this report, the city has paid indigent defense expenses as follows in 2024:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

Will all 2024 grant funds be expended by the end of the calendar year?

Yes _____ No _____ Unsure _____

2. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>):	
3. Description of How Grant Funds Have Been Used in 2024:	
4. Plans for 2025 Grant Funds:	
5. Description of Impact State Funds Have Had on Local Public Defense Services	

Exhibit C

Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #3

All City grant recipients are required to submit a completed copy of this report, along with all public defense attorneys' 2025 quarterly Certificates of Compliance to the Washington State Office of Public Defense by June 1, 2025.

City:	
Report Date:	
Contact – Name/Title:	
Email:	
Phone:	
Address:	

1. For 2025, the city has *budgeted* indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

2. What amount of the 2025 state grant funds has been spent to date? _____ \$

3. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>)	
4. Description of How Grant Funds Have Been Used to Date:	
5. Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable)	
6. Description of Impact State Funds Have Had on Local Public Defense Services	

Exhibit D

Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #4

All City grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense by December 1, 2025.

City:	
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Report Date:	
---------------------	--

Contact – Name/Title:	
Email:	
Phone:	
Address:	

1. As of the date of this report, the city has paid indigent defense expenses as follows in 2025:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

Will all 2025 grant funds be expended by the end of the calendar year?

Yes _____ No _____ Unsure _____

2. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>):	
3. Description of How Grant Funds Have Been Used in 2025:	
4. Description of Impact State Funds Have Had on Local Public Defense Services	



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Consent Agenda 4J
Subject: Approval of a Contract with the
Washington State Administrative Office of
the Courts for Interpreter Funding Services

Meeting Date: November 14, 2023
Prepared by: Sharon Ells
Court Administrator
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: The Washington State Administrative Office of the Courts (AOC), offers a program to reimburse the court for the cost of spoken language interpretation, sign language interpretation and other goods and services that improve language access for Limited English Proficient, deaf, and hard of hearing persons.

By this resolution, the Council would authorize the Mayor to execute an Interagency Agreement with AOC for these funds. The court would be reimbursed a maximum of \$2863.00 for interpreter and language access services costs incurred during the period of July 1, 2023 to June 30, 2024

Recommendation: Staff recommends the Council adopt the Resolution and authorize the mayor to sign the Interagency agreement between Washington State Administrative Office of the Courts and Port Orchard Municipal Court.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt a resolution, authorizing the mayor to sign the Interagency Agreement with the Washington AOC for interpreter services funding.

Fiscal Impact: Additional revenue to improve access to the court for Limited English Proficient, deaf, and hard of hearing persons.

Alternatives: Not authorize the agreement and provide additional guidance.

Attachments: Interagency Agreement IAA24441

INTERAGENCY AGREEMENT IAA24441
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
PORT ORCHARD MUNICIPAL COURT

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Port Orchard Municipal Court (Court), for the purpose of distributing funds for court interpreter and language access service expenses to the Court.

I. DEFINITIONS

For purposes of this agreement, the following definitions shall apply:

- A. "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (2) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq.* The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/ The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at: <https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>
- B. "Registered Interpreter" means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/.
- C. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (5), or sign language interpreter as defined in RCW 2.42.110 (2).
- D. "Qualifying Event" means a proceeding or event for which an interpreter is appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

II. PURPOSE

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, and hard of hearing persons in accordance with RCW Chapters 2.42 and 2.43.

- A. These funds are intended to address each court's following needs:
 - 1. Financial Need – i.e., the gap between the court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters, and the implementation of the Court's language access plan; and
 - 2. Need for Court Interpreters – i.e., the public's right to access the court, and the court's responsibility to provide court certified, registered, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.
 - 3. Need for Language Access in General – i.e., translations for websites, translated forms, interpreting equipment, technology enabling remote interpreting, and other things that are necessary for courts to provide fair and equitable access for people who are LEP, deaf, and hard of hearing.

III. DESCRIPTION OF SERVICES TO BE PROVIDED

- A. The Court will ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to **Exhibit A**, which is incorporated herein by reference.
- B. The Court agrees to track and provide interpreter cost and usage data through the web application provided by the AOC Language Access and Interpreter Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.
- C. The Court agrees to provide the AOC Project Manager with a list of all users who require access to submit data to the Language Access and Interpreter Reimbursement Program web application.
- D. The Court agrees to work with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.
- E. The Court agrees to encourage its staff overseeing interpreter services at the court to attend trainings (in person and/or online) provided by the AOC Interpreter Commission and Interpreter Program.
- F. The Court may elect to pay for interpreter services that are not in accordance with the provisions of **Exhibit A** as set forth; while such payments will not be reimbursed, court still commits to entering data into the application for these interpreter services, irrespective of their eligibility for reimbursement.
- G. The Court is required to have a Language Assistance Plan (LAP) in place to receive reimbursement under this program.
 - 1. Courts must submit the most recent version of their LAP to the AOC Project Manager or certify via email to the Project Manager that the LAP they submitted in FY23 is the latest version.
 - 2. Courts certify that they will exercise reasonable due diligence in maintaining and updating their LAP as require by law.

IV. PERIOD OF PERFORMANCE

The beginning date of performance under this Agreement is **July 1, 2023**, regardless of the date of execution and which shall end on **June 30, 2024**.

V. COMPENSATION

- A. The Court shall be reimbursed a maximum of \$2,863.00 for interpreter and language access services costs incurred during the period of July 1, 2023 to June 30, 2024. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2024.
- B. The Court shall receive payment for its costs for interpreter and language access services as set forth in **Exhibit A**, and incorporated herein.
- C. The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Exhibit A** until properly-completed A-19 invoices, and corresponding data (See subsection III.B.), are received and approved by AOC, pursuant to the following schedule:

1. Reflecting Qualifying and non-qualifying Events, and any goods or services purchased, occurring between July 1, 2023 and September 30, 2023, must be received by the AOC no later than December 29, 2023.
 2. Reflecting Qualifying and non-qualifying Events, and any goods or services, purchased occurring between October 1, 2023 and December 31, 2023, must be received by the AOC no later than February 29, 2024.
 3. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between January 1, 2024 and March 31, 2024, must be received by the AOC no later than May 31, 2024.
 4. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between April 1, 2024 and June 30, 2024, must be received by the AOC no later than July 15, 2024.
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall submit its A-19 invoices quarterly through the web application.
The Data shall be submitted electronically to the AOC as described in Section III.B., above, and in conjunction with the quarterly invoice.
- F. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed data report.
- G. The Court shall maintain sufficient backup documentation of expenses under this Agreement.

VI. REVENUE SHARING

A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.

B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 through the web application between July 12, 2024 and August 1, 2024.

VII. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

VIII. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books,

magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, 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 Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

IX. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

X. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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.

XI. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

XII. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

XIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIV. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XV. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XVI. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVII. WAIVER

A failure by either 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 and attached to the original Agreement.

XVIII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XIX. AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Tae Yoon PO Box 41170 Olympia, WA 98504-1170 Interpreterreimbursement@courts.wa.gov 360-705-5281	Sharon Ells Court Administrator 216 Prospect St, Port Orchard, WA 98366-5326 sells@cityofportorchard.us (360) 876-1701

XX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:**Administrative Office of the Courts****Court**

DocuSigned by:
Dawn Marie Rubio 9/1/2023 | 7:56 AM PDT
EE85169880F94F0...
 Signature Date

DocuSigned by:
Robert Putaansuu 8/31/2023 | 5:21 PM PDT
F89E8B85D0E74EF...
 Signature Date

Dawn Marie Rubio

Name

R Putaansuu

Name

State Court Administrator

Title

Mayor

Title

EXHIBIT A

WASHINGTON STATE LANGUAGE ACCESS INTERPRETER REIMBURSEMENT PROGRAM FUNDING

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Language Access Reimbursement Program funding conditions and payment structure shall be as follows:

1. GENERAL FUNDING CONDITIONS

The Administrative Office of the Courts (AOC), will reimburse courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (LEP), deaf, and hard of hearing persons. This includes interpreters credentialed by AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 "Qualifying Interpreter Events."

It also includes goods and services that improve language access, listed under Section 3 "Language Access Items," and services listed under Section 4 "Language Access Services".

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

2. QUALIFYING INTERPRETING EVENTS

A. Spoken Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of AOC-credentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

- a) If there is at least one AOC credentialed interpreter in the language being used, then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.
- b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.
- c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more AOC credentialed interpreter listed for the language being used.

B. Sign Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODH) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI). To qualify for reimbursement, and event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal – SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here:

<https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>

C. Staff Interpreters (Salaried Staff)

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for 50% of the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

D. Telephonic and Video Remote Interpreting and Services for Legal Proceedings

AOC will reimburse 50% of the costs for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

3. LANGUAGE ACCESS GOODS AND SERVICES

Courts can request reimbursement for 100% of the costs for goods and services that will help increase language access in the Court.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Interpreter scheduling software or services
- Document translation
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Printed signage for language assistance purposes
- Front counter telephonic interpreter services for administrative purposes
- Staff training on language access, interpreting, or bilingual skills improvement, for example:
 - Interpreters skills training for bilingual staff who want to become certified
 - Training for staff who are partly bilingual to improve their skills
 - General training on addressing language access issues.

Items or services not listed above must be pre-approved (via email) by Language

Access and Interpreter Reimbursement Program Coordinator prior to purchase or they may not qualify for reimbursement under the Program.

4. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget or budgets, in the case of multi-court collaborative applicants of the Court responsible for full payment.

5. PAYMENT STRUCTURE

A. Reimbursement Rate

a) Spoken Language Interpreters

AOC will reimburse the Court for 50% of the cost of AOC certified, registered, or otherwise court-qualified interpreters providing services under this Agreement.

b) Sign Language Interpreters

AOC will reimburse the Court for 50% of the cost of certified and court-qualified interpreters providing services under this Agreement.

c) Staff Interpreters (Salaried Staff)

AOC will reimburse the Court for 50% of the cost of AOC certified or registered staff interpreters.

d) Contracted Interpreters

The cost of certified, registered, or otherwise qualified contract interpreters who are paid other than on an hourly basis, for example, on a half-day of flat rate basis, will be reimbursed at 50%.

e) Remote Interpreting

AOC will reimburse the Court for 50% of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or video for legal proceedings.

f) Cancellation Fees

AOC will reimburse the Court for 50% of cancellation fees paid to interpreter.

g) Goods and Services

AOC will reimburse the Court for 100% of the approved cost of goods and services related to language access in courts.

B. Travel Time and Mileage

AOC will reimburse the Court at 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client,

attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.



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

Agenda Staff Report

Agenda Item No.:	Consent Agenda 4K	Meeting Date:	November 14, 2023
Subject:	Adoption of a Resolution Authorizing the Payment of Additional Moving Benefits for Venture Charters for the Bay Street Pedestrian Pathway Project	Prepared by:	Charlotte Archer City Attorney
		Atty Routing No:	366922-0009 – PW
		Atty Review Date:	November 9, 2023

Summary: The City’s Right of Way Acquisition and Relocation Consultant, Tierra Right of Way Services, Ltd., in conjunction with the City, identified Kitsap County Tax Parcel Nos. 4027-032-001-0102 and 4027-023-018-0003 (the “Property”) as a necessary acquisition for the Bay Street Pedestrian Pathway Project. Those parcels served as both a primary residence as well as the headquarters of Venture Charters, Inc. (the “Business”), a business owned and operated by Randy Jones and Franklin Joseph Rusk. The viability of the business was verified by Tierra Right of Way via income tax statements. The City purchased the Property in 2022, and the Business has now relocated.

- A. Business Re-establishment Expenses. Pursuant to WAC 468-100-306, the business is entitled to re-establishment benefits for costs actual, reasonable, and necessary to establish the business in a new location, including repairs or improvements to the replacement real property, reinstalling business equipment, and associated work, up to a statutory cap of \$50,000. The Council previously approved business re-establishment expenses up to \$50,000, and delegated authority to the Finance Director to make payment upon submission of the necessary invoices from the Business. The City then paid \$21,068.20 as an advance to the contractor for the approved work. The Business has now submitted documentation for the total reestablishment work. The total invoice, minus the advance payment, results in a request for payment of \$25,849.50. The Finance Director is reviewing the documentation to confirm that these are eligible expenses and no action by Council is requested at this time.
- B. Business Moving Expenses. Under 468-100-301(4), the Business is entitled to relocation benefits for the costs to move the personal property of the business through either a commercial move or a self-move. The City Council previously authorized eligible business moving costs of \$7,743.84 (\$1,100 for packing materials and equipment; \$5,193.84 for labor; \$575 for truck rental; and \$875 for junk removal). The Council then authorized eligible business moving costs of to reconnect the hot tub (\$250 for installation, and \$800 for plumbing), refrigerator and microwave (installation related work \$1,400) moved from the acquired site and now being installed at the replacement site (\$2,450, plus tax) for a total additional moving claim of \$2,670.50. At the direction of the Consultant, the City held payment of this amount until the final invoice was issued. The final invoice has been issued and, per WAC 468-100-301(7)(c) Venture Charters is now requesting reimbursement for additional moving costs in the total amount of \$6,066.15. This amount includes, however, the \$2,670.50 previously authorized, so the request to Council is for an additional \$3,395.65 in authority to pay the additional eligible moving expenses.

Tierra has determined the business re-establishment and moving expenses as a component of the Business’ relocation benefits in accordance with Resolution No. 028-16 (Right-of-Way Acquisition Procedures) and the City’s Relocation Assistance Program. On October 17, 2023, the Community Development Director executed the Agent Move Estimate Recommendations, subject to Council approval.

Please note: all expenditures associated with the Bay Street Pedestrian Pathway Project have been identified within the Project Funding Estimate (PFE) and are Grant eligible. ***Additionally, additional moving expense claims are possible.***

Relationship to Comprehensive Plan: Chapter 8 - Transportation

Recommendation: Staff recommends Council approve payment of \$3,395.65 for additional moving expenses for the relocation of Venture Charters, LLC, as part of the Bay Street Pedestrian Pathway Project.

Motion for Consideration: I move to adopt a Resolution authorizing additional eligible relocation moving benefits for Venture Charters, LLC, as part of the Bay Street Pedestrian Pathway Project.

Fiscal Impact: Grant and Local Match funding for this acquisition expenditure is allocated within the Project Funding Estimate (PFE) for the Project and the 2021-2022 Biennial Budget.

Alternatives: None

Attachments: Res. N
Voucher No. 3
Tierra Memo and supporting documents

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE PAYMENT OF ADDITIONAL MOVING EXPENSES FOR VENTURE CHARTERS, INC., AS ELIGIBLE RELOCATION BENEFITS FOR THE BAY STREET PEDESTRIAN PATHWAY PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS TO EFFECTUATE PAYMENT

WHEREAS, the City previously acquired real property at 1777 Bay Street, Kitsap County Tax Parcel Nos. 4027-032-001-0102 and 4027-023-018-0003 (the "Property") to support the construction of the Bay Street Pedestrian Pathway Project (the "Project"); and

WHEREAS, prior to the City's acquisition, the Property served as the corporate headquarters for the business Venture Charters, Inc. (the "Business"); and

WHEREAS, in accordance with the City's Acquisition Procedures and Relocation Assistance Program, the City's Right of Way Acquisition and Relocation Consultant, Tierra Right of Way Services, Ltd. (the "Consultant"), identified additional eligible associated moving expenses resulting from the relocation of the Business; and

WHEREAS, the City Council previously authorized payments of \$7,743.84 and \$2,670.50 for eligible moving expenses for the Business, but the costs associated with the move of the Business have exceeded those amounts; and

WHEREAS, at the request of the Consultant the City did not pay the \$2,670.50, and held payment until submission additional documentation for moving expenses; and

WHEREAS, the Consultant has now identified a total of \$6,066.15 in moving expenses as additional relocation assistance benefits owing to the Business set out on Voucher No. 3 attached hereto (which includes the previously approved \$2,670.50), and staff has reviewed and approved those determinations, in conjunction with the Washington State Department of Transportation, Local Programs, serving as Contract Administrator for the Project; and

WHEREAS, Voucher No. 3 also identifies \$25,849.50 in eligible reestablishment expenses for the Business, which were pre-approved by the City Council via Resolution No. 030-23, by which the Council authorized up to the statutory cap of \$50,000 set out at WAC 468-100-306 and 468-100-301 for reestablishment expenses and delegated authority to the Finance Director to review and approve the submitted request(s) under that cap; and

WHEREAS, the Finance Director has reviewed and authorized payment of the \$25,849.50 in eligible reestablishment expenses for the Business set out on Voucher No. 3, consistent with Resolution No. 030-23; and

WHEREAS, the Port Orchard City Council finds it is in the best interest of the City to authorize the additional moving expenses relocation payment consistent with the City's Relocation Assistance Program; now, therefore,

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

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

THAT: The City Council authorizes the payment of Relocation Benefits for non-residential moving expenses in an additional amount of \$3,395.65, as set out in Voucher No. 3, attached hereto and incorporated herein by this reference, and authorizes the Mayor or his designee to execute all necessary documents to effectuate payment.

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 14th day of November 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



To: Nick M. Bond, AICP, Development Director

From: Marge Bailey, Project Manager
Paula Ferreira-Smith, Relocation Agent

Date: October 9, 2023

Project Title: City of Port Orchard Pedestrian Enhancement Project (Mosquito Fleet Trail)
Parcel No.: 4027-032-001-0102 & 4027-023-018-0003
Displacee: Venture Charters, Inc., Business Relocation
Federal Aid No: STPE-STPUS-0166(008)
Displacee No.: 05
Subject: Moving and Reestablishment Expenses Recommendation and Reimbursements
Claim Number 3 Voucher Number 3

Background Information

As part of the Bay Street Pedestrian Project. The City of Port Orchard purchased the above properties in full. This acquisition triggered a business displacement and residential relocation. Venture Charters, Inc. is a day tour fishing business offering special event cruises and funeral charter boat services. They also offer a vacation rental with waterfront access. It is owned and operated by Randy Jones and Franklin Joseph Rusk.

To qualify for business relocation, the displaced business owner is required to meet the definition of a displaced business by providing a completed copy of the most recent two years income tax returns. The displaced business has provided a completed copy of the most recent two years income tax returns that confirm they claim the business income, therefore they qualify as a displaced business and are eligible for business re-establishment and moving expenses.

The displaced business, Venture Charters, Inc. moved to a replacement site at 1116 Shorewood Drive, Bremerton, WA. The replacement site contains an area for an Accessory Dwelling Unit (ADU). The ADU is located in the lower level of the owner's single-family dwelling. The displacee searched extensively for a home with an ADU but was unable to find one suited for their business. Utilizing their re-establishment, is it reasonable for the displacee to modify this home to re-establish Venture Charters, Inc. vacation rental property. After submittal of advance payment request for business re-establishment repairs, the City of Bremerton changed the Accessory Dwelling Unit (ADU) requirements requiring additional permitting.

Codes Requirements: All repairs conducted per City of Bremerton code requirements. The City adopted version (2018) as amended by the Washington State Building Code Council including:

WA State Energy Code (WSEC)UPC: Uniform Plumbing Code
WA State Barrier Free Code (IBC) Chapter 11 and A117.1-2009)
WA State Ventilation Code

IBC: International Building Code
 IRC: International Residential Code
 IFC: International Fire Code
 IMC: International Mechanical Code
 IFGC: International Fuel and Gas Code

Discussion

On October 3, 2023, Venture Charters, Inc. submitted a relocation payment request for the re-establishment of their business and provided invoices for a total of \$58,607.39.

Additional Moving Expenses

Vendor	Description	Invoice #	Eligible Amount	Determination Eligible per
Hederra LLC bda Murphy's Heating and Cooling	Electrical repair code requirements for refrigerator, stove and microwave.	2956	\$1,400.00	WAC 468-100-301(7)(c)
Hederra LLC bda Murphy's Heating and Cooling	Hot Tub-Electrical reconnect	2956	\$250.00	WAC 468-100-301(7)(c)
Hederra LLC bda Murphy's Heating and Cooling	Plumbing water intake drainage-Electrical 220 supply to hot tub	2956	\$800.00	WAC 468-100-301(7)(c)
Hederra LLC bda Murphy's Heating and Cooling	Electrical Permits required by City of Bremerton and Labor and Industry	2957	\$2,500.00	WAC-468-100-301(7)(k)
Hederra LLC bda Murphy's Heating and Cooling	Plumbing water intake and drainage-for kitchen appliances	2956	\$600.00	WAC 468-100-301(7)(c)
Sub-total				\$5,550.00
Taxes				\$516.15
Total Eligible Related Non-residential Moving Expenses:				\$6,066.15

Additional Moving Expense Recommendation

Venture Charters, Inc. is eligible as a non-residential displacee as defined in WAC 468-100-002(24). I recommend Venture Charters, Inc. be reimbursed \$6,066.15 for the additional moving expenses, per WAC 468-100-301(7), and determine them to be reasonable and necessary.

Business Reestablishment Expenses

The following table reflects a breakdown of expenses in the amount of \$25,849.50 for the cost of eligible repairs, modifications, construction, to the replacement site. These expenses have been reviewed and determined to be reasonable and necessary for the re-establishment of the business, per WAC 468-100-301(a)(b)(d).

Vendor	Description	Invoice #	Eligible Amount	Determination Eligible per
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Hederra LLC bda Murphy's Heating and Cooling	Lower-level interior door opening-WA-IBC	2956	\$250.00	WAC-468-100- 306(1)(a)
Hederra LLC bda Murphy's Heating and Cooling	Elimination of the lower stairway. Close up stairway for fire egress code WA-IBC	2956	\$2,800.00	WAC-468-100- 306(1)(a)
Hederra LLC bda Murphy's Heating and Cooling	Lower-level interior sheet rock adaption to 5/8 fire blocking per IBC and IRC Section R302	2956	\$7,500.00	WAC-468-100- 306(1)(a)
Hederra LLC bda Murphy's Heating and Cooling	Electrical – Box panel separation sub panel per IRC, E601.1, .2, .6, .7	2956	\$5,000.00	WAC-468-100- 306(1)(a)
Hederra LLC bda Murphy's Heating and Cooling	Electrical Supply to lower level. per IRC, E601.1, .2, .6, .7	2956	\$2,000.00	WAC-468-100- 306(1)(a)
Hederra LLC bda Murphy's Heating and Cooling	Labor for painting, per IRC-R702.3.1, .1.1, 3.2	2956	\$600.00	WAC-468-100- 306(1)(a)(b)(d)
Hederra LLC bda Murphy's Heating and Cooling	Interior paint and repairs, paint, and drywall per IRC- R702.3.1, .1.1, 3.2	2956	\$500.00	WAC-468-100- 306(1)(a)(b)(d)
Hederra LLC bda Murphy's Heating and Cooling	Flooring repairs per IRC-R702.3.1, .1.1, 3.2	2956	\$1,500.00	WAC-468-100- 306(1)(a)(b)(d)
Hederra LLC bda Murphy's Heating and Cooling	Parking equipment rental, COB, per WA- IBC and IRC	2956	\$2,500.00	WAC-468-100- 306(1)(a)
Hederra LLC bda Murphy's Heating and Cooling	Traffic control-delivery material COB, per WA- IBC and IRC	2956	\$900.00	WAC-468-100- 306(1)(a)
Hederra LLC bda Murphy's Heating and Cooling	Removal and disposal of waste due to remodel per IBC	2956	\$600.00	WAC-468-100- 306(1)(a)(b)(d)
Hederra LLC bda Murphy's Heating and Cooling	Parking-Repairs COB, per WA-IBC and IRC	2956	\$7,668.25	WAC-468-100- 306(1)(a)(b)(d)
Hederra LLC bda Murphy's Heating and Cooling	Parking-commercial grade-Paving COB, per WA-IBC and IRC	2956	\$12,000.00	WAC-468-100- 306(1)(a)(b)(d)
Hederra LLC bda Murphy's Heating and Cooling	Contractor administrative fee- Others IBC	2956	\$300.00	WAC-468-100- 306(1)(b)(d)
Hederra LLC bda Murphy's Heating and Cooling	Driving and transportation fuel cost for 2 trucks-Others IBC	2956	\$600.00	WAC-468-100- 306(1)(b)(d)

	Total Eligible Business Reestablishment Expenses:	\$44,718.25
	Minus Advanced Payment	-(\$21,068.20) = \$23,650.05
	In addition, COPO Sales Tax (9.3%) Taxes	\$2,199.45
	Total Claim:	\$25,849.50

Ineligible Expenses Capital Improvements

Vendor	Description	Invoice#	Ineligible Amount	Determination
Hederra LLC dba Murphy's Heating and Cooling	Sink, plumbing, supplies and drains for sink connection.	2956	\$800.00	Ineligible per WAC 468-100-306(2)(a)
Hederra LLC bda Murphy's Heating and Cooling	Door to Kitchen-Door and frame removal	2956	\$800.00	Ineligible per WAC 468-100-306 (2)(a)
Hederra LLC bda Murphy's Heating and Cooling	Elimination of existing HVAC system	2956	\$4,000.00	Ineligible per WAC 468-100-306 (2)(a)
Hederra LLC bda Murphy's Heating and Cooling	Counter-Interior-Installation	2956	\$400.00	Ineligible per WAC 468-100-306 (2)(a)
			Total Ineligible Amount:	\$6,000.00

Reestablishment Recommendation

Venture Charters, Inc. qualifies as a displaced business and was required to relocate due to the City of Port Orchard Bay Street Pedestrian Pathway Project. The business is eligible as a non-residential displacee as defined in WAC 468-100-002(24). The submitted invoices and receipts for \$25,849.50 for modification to the replacement site per WAC 468-100-306(1)(a)(b)(d) to accommodate business operation are eligible for reimbursement up to \$50,000.00. The invoices provided are reasonable and necessary for the reestablishment of the business.

This payment recommendation is in support for the displaced owner to complete the necessary repairs. Final photographs and final City Bremerton occupancy permit should be submitted by the business owner. No additional payments are pending.

I recommend Venture charter be reimbursed for \$25,849.50 for business reestablishment per WAC 468-100-306(1)(a)(b)(d) as reasonable and necessary.

The undersigned has reviewed and approved the above business reestablishment in the amount of **\$25,849.50** and moving expense in the amount of **\$6,066.15** payment recommendation for Venture Charter based on the attached addendum provided referenced invoices, and documentation to support the claim.

Nicholas Bond

 Nick M. Bond, AICP
 Development Director
 City of Port Orchard

10/17/2023

 Date

Relocation Assistance Voucher No. 3
Venture Charters, Inc

Agency Name: Nick M. Bond, AICP, Development Director City of Port Orchard 216 Prospect Street Port Orchard, WA 98366			I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency. That the same or any part thereof has not been paid, and that I am authorized to sign for the claimant. I further certify that I am a citizen of the United States of America or am an alien lawfully present in the United States of America.				
Displaced Person(s) or Claimant Hedera LLC dba Murphy's Heating and Cooling 1313 Corbet Dr. NW Bremerton, WA 98312			Signature (Blue ink) for each claimant X <i>Randy A. Jones</i> Randy A. Jones			Date <i>10/12/2023</i>	
Project Title: City of Port Orchard Pedestrian Enhancement Project (Mosquito Fleet Trail)							
Parcel No.: 4027-032-001-0102 & 4027-023-018-0003		Displacee No.: 5	Displacee Name: Venture Charters, Inc		Date Parcel Vacated: 8/10/2023.		
Replacement Housing Payments						\$ Amounts	
Price Differential 90-day owner for amounts up to \$31,000						\$0.00	
MIDP Increased Mortgage Interest Payment						\$0.00	
Incidentals (JN75 / JN79)						\$0.00	
Last Resort Housing – owner for amounts over \$31,000						\$0.00	
Rental Supplement – 90-day tenants and certain others amounts up to \$7,200						\$0.00	
Down Payment Assistance – 90-day tenants and certain others						\$0.00	
Last Resort Housing – tenants amount over \$7,200						\$0.00	
Comments / other (describe):						\$0.00	
Moving Expense Payments						\$0.00	
Self Move / Schedule Payments – residential						\$0.00	
Actual Expenses (Commercial Move/Actual Cost Self Move) – residential (move bid cost)						\$0.00	
Fixed Payment (in lieu of all other moving expenses) - Non-Residential						\$0.00	
Actual Costs / Self Move / Commercial - Non-Residential						\$6,066.15	
Re-establishment Costs - Non Residential: Relocation total Payment. \$44,718.15 minus advance payment of \$21,068.20. Based on the eligible portion of the total invoice of \$58,607.39.						\$25,849.50	
Personal Property Only						\$0.00	
Comments / Other (describe):						0.00	
Deductions:						\$0.00	
TOTAL →						\$31,915.65	

Invoice No.:		Date:		Amount: \$					
ACCOUNT CLASSIFICATION									
PARCEL	JOB NUMBER		WORK OP	ACCOUNT		CONTRO L SECTION	ORG. NO.	NON PART	TOTALS DOLLARS
	WORK ORDER	GRP		OBJ	SUB				
									\$
TOTAL → \$31,915.65									
RELOCATION SPECIALIST: Paula Ferreira-Smith <i>Paula Ferreira</i>			DATE: 10/12/2023		RELOCATION SUPERVISOR: Marge R. Bailev. Project Manager <i>Marge R. Bailev</i>		DATE: 10/12/2023		
I, the undersigned, certify that the above information is correct, that the payment is necessary for the above relocation assistance, that it has been performed in accordance with prescribed procedures, and that this payment is not considered income or resources to a "DISPLACED PERSON" pursuant to Section 216 of Public Law 91-646 and RCW 8.26.115.:									
Nick M. Bond, AICP Development Director						DATE		Warrant Register No.: Voucher No.:	

**Hedera LLC dba Murphy's Heating and Cooling**

1313 Corbet Dr Nw
Bremerton, WA 98312
3609574605
murphhvac@msn.com

BILL TO

Randy Jones
Venture Charters

SHIP TO

Randy Jones
Venture Charters

INVOICE 2956

DATE 10/03/2023 **TERMS** Due on receipt

DUE DATE 10/03/2023

DESCRIPTION	AMOUNT
Door to kitchen	800.00T
Door and Frame Removal lower-level hardware to be provided by business owner Randy Jones	
Lower-level interior door opening code requirements	250.00T
Elimination lower stairway	2,800.00T
Close up stairway for fire egress code	
Lower-level interior sheet rock adaption to 5/8 fire blocking for business code updates.	7,500.00T
Seperate the existing HVAC system. Create separate HVAC system installation of new HVAC provided by business owner Randy Jones.	4,000.00T
Counter	400.00T
Interior counter installation	
LABOR-	600.00T
plumbing repair code requirements	
Electrical-	5,000.00T
Box Panel separation sub panel	
Electrical	2,000.00T
Electrical supply to lower level	
Electrical repair code change requirements for refrigerator stove and microwave.	1,400.00T
Sink	800.00T
plumbing, supplies and drains for sink connection.	
Labor for painting	600.00T
Interior paint and repairs	500.00T
paint, for drywall	
Flooring repairs	1,500.00T
Parking	2,500.00T
Equipment rental for parking code update per city of Bremerton business requirements.	
Transportation and	900.00T
Traffic control for delivery of materials and equipment	

DESCRIPTION	AMOUNT
Hot Tub to lower-level unit installation of provided used hot tub	250.00T
Plumbing water intake drainage for hot tub Electrical 220 supply for hot tub	800.00T
REMOVAL AND DISPOSAL OF- all material waste for construction code updates	600.00T
Parking Bremerton municipal code 20.48 Relocation of retaining wall right of entrance and addition of 2 feet of left side to expand driveway entrance for emergency vehicle access. - Install +/- 16 LF of channel drain approximately 2' feet out from garage and 2 tenths lower than garage slab - Tie into downspout with 4" line at garage corner - Remove +/- 150 Sq Ft ,10' X 15", of asphalt in driveway - Load spoils and dispose at recycle - Raise water meter box at top of driveway - Grade and shape existing gravel to desired slope - Install top course as needed up to 5 tons	7,668.25T
PAVE for Venture Charters parking only. parking left side of garage, entrance to property, and center of driveway +/- 3,100 Sq Ft - Install and process 2" of HMA class 1/2" commercial grade up to 40 tons - Hand tamp and finish edges - Shore up gravel shoulders - Hat tar seams as needed	12,000.00T
Contractor Administrative fee	300.00T
Driving and transportation fuel costs for 2 trucks	600.00T
BIDS ARE ONLY VALID FOR 30 DAYS DUE TO LABOR AND MATERIAL SHORTAGS. IF ACCEPTED INVOICE TO BE SUBMITTED UPON COMPLETION OF REPAIRS AND CITY APPROVAL. ALL LATE PAYMENTS ARE SUBJECT TO 7.5% FEE.	0.00T
Randy Jones of Venture Charters is to pay Hedera LLC 40% of bid provided up front for material and expenses. As we are ready to begin work.	
SUBTOTAL	53,768.25
TAX	4,839.14
TOTAL	58,607.39
TOTAL DUE	\$58,607.39

**Hedera LLC dba Murphy's Heating and Cooling**

1313 Corbet Dr Nw
Bremerton, WA 98312
3609574605
murphhvac@msn.com

BILL TO

Randy Jones
Venture Charters

SHIP TO

Randy Jones
Venture Charters

INVOICE 2957

DATE 10/03/2023 **TERMS** Due on receipt

DUE DATE 10/03/2023

DESCRIPTION**AMOUNT**

Building and Electrical permits for new construction project.
City of Bremerton Permit #BB23 00157
Labor and Industries Permit #4153004E

2,500.00

SUBTOTAL 2,500.00

TAX 0.00

TOTAL 2,500.00

TOTAL DUE \$2,500.00

WAC 468-100-306 Reestablishment expenses—Nonresidential moves.

In addition to the payments available under WAC 468-100-301 and 468-100-303, a small business, as defined in WAC 468-100-002(24), farm or nonprofit organization is entitled to receive a payment, not to exceed fifty thousand dollars, for expenses actually incurred in relocating and reestablishing such small business, farm or nonprofit organization at a replacement site.

(1) Eligible expenses. Reestablishment expenses must be reasonable and necessary, as determined by the agency. They include, but are not limited to, the following:

(a) Repairs or improvements to the replacement real property as required by federal, state or local law, code or ordinance.

(b) Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business.

(c) Construction and installation costs for exterior signing to advertise the business.

(d) Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling, or carpeting.

(e) Advertisement of replacement location.

(f) Estimated increased costs of operation during the first two years at the replacement site for such items as:

(i) Lease or rental charges;

(ii) Personal or real property taxes;

(iii) Insurance premiums; and

(iv) Utility charges, excluding impact fees.

(g) Other items that the agency considers essential to the reestablishment of the business.

(2) Ineligible expenses. The following is a nonexclusive listing of reestablishment expenditures not considered to be reasonable, necessary, or otherwise eligible:

(a) Purchase of capital assets, such as, office furniture, filing cabinets, machinery, or trade fixtures.

(b) Purchase of manufacturing materials, production supplies, product inventory, or other items used in the normal course of the business operation.

(c) Interest on money borrowed to make the move or purchase the replacement property.

(d) Payment to a part-time business in the home which does not contribute materially to the household income.

(e) Interior or exterior refurbishments at the replacement site which are for aesthetic purposes, except as provided in WAC 468-100-306 (1)(d).

[Statutory Authority: Chapter 8.26 RCW. WSR 06-02-068, § 468-100-306, filed 1/3/06, effective 2/3/06; WSR 04-08-041, § 468-100-306, filed 3/31/04, effective 5/1/04. Statutory Authority: Chapter 8.26 RCW and WSR 89-17-048 (Order 121). WSR 01-02-027, § 468-100-306, filed 12/22/00, effective 1/22/01. Statutory Authority: Chapter 8.26 RCW. WSR 89-17-048 (Order 121), § 468-100-306, filed 8/14/89, effective 9/14/89.]



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of October 24, 2023**

1. CALL TO ORDER AND ROLL CALL

Mayor Putaansuu called the meeting to order at 6:30 p.m.

Roll call was taken by the City Clerk as follows:

Mayor Pro-Tem Trenary	Present
Councilmember Chang	Present
Councilmember Clauson	Present
Councilmember Cucciardi	Present
Councilmember Diener	Present
Councilmember Lucarelli	Present
Councilmember Rosapepe	Present
Mayor Putaansuu	Present

Staff present: Public Works Director Ryan, Finance Director Crocker, Community Development Director Bond, City Attorney Archer, Police Chief Brown, City Clerk Wallace, and Deputy City Clerk Floyd.

The meeting streamed live on YouTube.

A. PLEDGE OF ALLEGIANCE (Time Stamp 01:07)

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

2. APPROVAL OF AGENDA (Time Stamp: 01:28)

MOTION: By Councilmember Clauson, seconded by Councilmember Diener, to add to the Business Items the adoption of a resolution approving the purchase of three Ford vehicles from the Equipment Rental Revolving Fund 500.

The motion carried.

MOTION: By Councilmember Trenary, seconded by Councilmember Clauson, to approve the agenda as amended.

The motion carried.

3. CITIZENS COMMENTS (Time Stamp: 03:19)

Dave Kimball said it is refreshing to have an opportunity to address the Council and wished he could address the school district as well.

4. CONSENT AGENDA (Time Stamp: 05:56)

- A.** Approval of Voucher Nos. 86751 and 86760 through 86815 including bank drafts in the amount of \$262,348.56 and EFT's in the amount of \$400,794.81 totaling \$663,143.37.
- B.** Approval of Payroll Check Nos. 86752 through 86759 including bank drafts and EFT's in the amount of \$247,461.00 and Direct Deposits in the amount of \$230,243.87 totaling \$477,704.87.
- C.** Acceptance of a Grant from Kitsap Bank for the Chimes and Lights Event
- D.** Adoption of a Resolution Approving an Interlocal Agreement with the Washington State Department of Commerce for the GMA Periodic Update Grant (**Resolution No. 102-23 and Contract No. 087-23**)

MOTION: By Councilmember Clauson, seconded by Councilmember Cucciardi, to approve the Consent Agenda as presented.

The motion moved.

5. PRESENTATION

A. Kitsap Bank-Chimes and Lights Donation (Time Stamp 06:17)

Councilmember Lucarelli provided a brief background on the Festival of Chimes and Lights event and explained Kitsap Bank has always been a presenting sponsor for the festival.

Ludy Garvin, Branch Manager and Carol Kowalski, VP of Business Community & Government Relations with Kitsap Bank, presented a \$1,000 check to the City for the Festival of Chimes and Lights.

B. Bay Street Path West Situational Study (Time Stamp 09:07)

John McMillan from KPFF provided a presentation which included the status of the Bay Street Pathway West Situational Study, public engagement results, near-term implementation recommendations, Council support to confirm the study recommendations, and next steps.

C. 2024 Revenue Sources (Time Stamp 29:23)

Finance Director Crocker provided a presentation which included the General Fund 2023-2024 Biennial Budget-tax revenue, General Fund 2023-2024 Biennial Budget revenue-all sources, General Fund Biennial Budget vs prior Biennial Budget revenue comparison, property tax history, property tax collection history, property tax comparison 2023 to 2024, retail sales and use tax revenue, sales tax collection, sales tax revenue received by month, and sales tax collection 2021 to 2023.

6. PUBLIC HEARING

A. Johnsonlink Development Agreement (Time Stamp 44:45)

Mayor Putaansuu opened the public hearing at 7:17 p.m.

Lucinda Tharp, Jerry Johnson, Robert Baglio, and Dave Kimball, voiced their approval of the development agreement, saving the significant redwood tree, and appreciated everyone working together to make this happen.

Additionally, **Robert Baglio** spoke to a condition in the development agreement about a landscape plan and small modification to the road that has been supported by public works.

There being no more testimony, Mayor Putaansuu closed the public hearing at 7:27 p.m.

B. Property Tax and Revenue Sources for 2024, Current Expense Budget 2023-2024 and Satisfying the Requirements of RCW 84.55.120 (Time Stamp 57:03)

Mayor Putaansuu opened the public hearing at 7:28 p.m.

Dave Kimball said good luck and gave thanks for the opportunity to speak during Council meetings.

There being no more testimony, Mayor Putaansuu closed the public hearing at 7:29 p.m.

C. Ordinance for the 2023-2024 Budget Mid-Biennial Review and Modification (Time Stamp 59:43)

Mayor Putaansuu opened the public hearing, and there being no testimony, closed the public hearing at 7:33 p.m.

7. BUSINESS ITEMS

A. Adoption of an Ordinance Approving a Development Agreement with JL Group, LLC (Time Stamp 1:03:27)

MOTION: By Councilmember Clauson, seconded by Councilmember Lucarelli, to adopt an ordinance authorizing the Mayor to execute a Development Agreement with JL Group, LLC as presented.

The motion carried.

(Ordinance No. 030-23 and Contract No. 088-23)

B. Adoption of an Ordinance Setting the Amount of Property Tax to be Levied for Year 2024 Pursuant to RCW 84.55.120 (Time Stamp: 1:06:58)

MOTION: By Councilmember Trenary, seconded by Councilmember Rosapepe, 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.

**The motion carried.
(Ordinance No. 031-23)**

C. Adoption of an Ordinance for Mid-Biennial Review and Modifications Amending the 2023-2024 Biennial Budget (Time Stamp 1:08:51)

Finance Director Crocker pointed out 2 changes since last week, a grant award for middle housing of \$50,000 of additional revenue and additional expenditure authority, and the other is to fund TIP (Transportation Improvement Program) 1.15 for the Pottery Non-Motorized for right-of-way acquisitions to complete that project.

MOTION: By Councilmember Clauson, seconded by Councilmember Cucciardi, to adopt an ordinance amending the 2023-2024 Biennial Budget for the City of Port Orchard including the changes as just shared by the Finance Director.

**The motion carried.
(Ordinance No. 029-23)**

D. Adoption of an Ordinance Amending POMC Sections 10.12.460, 10.12.490, and 10.12.500 Regarding Parking Regulations (Time Stamp 1:11:58)

MOTION: By Councilmember Lucarelli, seconded by Councilmember Diener, to adopt an ordinance amending POMC Chapter 10.12, regarding Parking, Stopping or Standing in the City.

**The motion carried.
(Ordinance No. 032-23)**

E. Adoption of a Resolution and Accepting the Responsible Bidder and Approving a Contract with Kitsap Sun for the City's Official Newspaper (Time Stamp 1:16:41)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Chang, 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.

**The motion carried.
(Resolution No. 103-23 and Contract No. 089)**

F. Approval of an Interlocal Agreement with the Department of Emergency Management Regarding Emergency Services (Time Stamp 1:19:00)

MOTION: By Councilmember Diener, seconded by Councilmember Clauson, to authorize the Mayor to execute an Interlocal agreement between the City and the Department of Emergency Management for emergency services.

The motion carried.

(Contract No. 090-23)

G. Approval of Amendment No. 8 to Contract No. 054-18 with RH2 Engineering, Inc. for the Marina Pump Station Rebuild Project (Time Stamp 1:20:47)

MOTION: By Councilmember Clauson, seconded by Councilmember Lucarelli, 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.

The motion carried.

H. Approval of the September 26, 2023, City Council Meeting Minutes (Time Stamp: 1:23:34)

MOTION: By Councilmember Diener, seconded by Councilmember Rosapepe, to approve the regular meeting minutes of September 26, 2023.

Councilmember Lucarelli pointed out that Amy Allen will need to be updated to Amy *Miller* as a scrivener's error.

Councilmember Cucciardi said he was absent from this meeting so that will also need to be updated as a scrivener's error.

The motion carried. Councilmember Cucciardi abstained.

I. Approval of the October 10, 2023, City Council Meeting Minutes (Time Stamp: 1:25:13)

MOTION: By Councilmember Diener, seconded by Councilmember Trenary, to approve the October 10, 2023, regular meeting minutes.

The motion carried. Councilmember Clauson abstained.

J. NEW: Adoption of a Resolution Approving the Purchase of Three Ford Vehicles from the Equipment Rental Revolving Fund 500 (Time Stamp: 1:26:09)

MOTION: By Councilmember Clauson, seconded by Councilmember Trenary, to approve a resolution authorizing the purchase of vehicles and associated expenses from Bud Clary Ford/Hyundai.

The motion carried.

(Resolution No. 104 and Purchase Order Nos. 077-23, 078-23 and 079-23)

8. DISCUSSION ITEMS (No Action to be Taken)

There were no discussion items.

9. REPORTS OF COUNCIL COMMITTEES (Time Stamp: 1:30:25)

Mayor Putaansuu reported the Utilities Committee is scheduled to meet November 14th. The Land Use Committee is scheduled to meet November 15th. He also reported on a Housing Kitsap board meeting.

Councilmember Chang and Mayor Putaansuu reported on the October 24th Transportation Committee meeting.

Councilmember Lucarelli reported the Festival of Chimes and Lights Committee is scheduled to meet November 6th.

Councilmember Cucciardi reported the Lodging Tax Advisory Committee is scheduled to meet October 27th.

10. REPORT OF THE MAYOR (Time Stamp 1:34:50)

The Mayor reported on the following:

- In accordance with Resolution 007-11 'Establishing a Process for Future Amendments to the City's Personnel Policies and Procedures', he reported his approval of the following policy revisions: Personnel Policy 10.1 regarding reporting of arrests and convictions has been updated to reflect current best practices.
- In accordance with Ordinance 008-20 'Delegating Authority to the Mayor for Creating and Modification of Job Descriptions', he reported his approval of the revised job description for the Senior Planner.
- Kitsap Regional Coordinating Council's (KRCC) upcoming Legislative Reception.
- Updates on the roundabout at Bay/Bethel/Maple.
- Social media comments about the City's infrastructure.

11. REPORT OF DEPARTMENT HEADS (Time Stamp 1:41:04)

Finance Director Crocker reported on the City receiving a AA+ rating and explained what it means for the City of Port Orchard and also reported on the status of the Bonds.

Community Development Director Bond thanked the Council for approving the development agreement to save the tree.

City Attorney Archer spoke to the coordination efforts of City departments and successful handling of very challenging issues that have come up.

Police Chief Brown reported in the next several weeks, the police department will be relocating due to the City Hall construction which will cause front desk service impacts.

12. CITIZEN COMMENTS (Time Stamp 1:47:05)

Rebecca Ewen, Alex Clark, and Spring Austin, spoke about the upcoming closure of the Western Washington Center of the Arts (WWCA) and urged everyone to support them and performing arts in our community.

13. EXECUTIVE SESSION

There was no executive session.

14. CITY COUNCIL GOOD OF THE ORDER (Time Stamp: 1:52:20)

Councilmember Diener reported on former employee Thomas Hunter and his new job as an Assistant City Manager in Texas.

Councilmember Lucarelli wondered about the WWCA moving to the old theatre on Bay Street.

Councilmember Rosapepe asked everyone to vote and return their ballots.

15. ADJOURNMENT

The meeting adjourned at 8:24 p.m. No other action was taken. Audio/Visual was successful.

Brandy Wallace, MMC, City Clerk

Robert Putaansuu, Mayor



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Business Item 7A
Subject: Adoption of an Ordinance Amending POMC
Title 9.14, Controlled Substances, in
Response to Senate Bill 5536

Meeting Date: November 14, 2023
Prepared by: Charlotte Archer
City Attorney
Atty Routing No.: 366922.0012
Atty Review Date: November 9, 2023

Summary: The Washington State Legislature adopted Senate Bill 5536, referred to as the “Blake Fix,” relating to use and possession of drugs, taking effect on July 1, 2023.

The bill made it a gross misdemeanor to: (1) Knowingly possess counterfeit substances and controlled substances (hereafter “prohibited substances”); or (2) Knowingly use prohibited substances in a public place. SB 5536 covers possession and use of counterfeit or controlled substances, or “hard” drugs such as fentanyl and other opioids, methamphetamine, heroin, and cocaine. Also prohibited is the knowing possession of non-prescribed legend drugs, as well as their knowing use in a public place, both classified as misdemeanors. The bill also creates a pre-trial diversion program and almost completely preempts local regulation of drug paraphernalia.

SB 5536 includes preemption language that overrides local regulation of drug paraphernalia:

The state of Washington hereby fully occupies and preempts the entire field of drug paraphernalia regulation within the boundaries of the state, including regulation of the use, selling, giving, delivery, and possession of drug paraphernalia, except as provided in subsection (2) of this section...

Nothing in this chapter shall be construed to prohibit cities or counties from enacting laws or ordinances relating to the establishment or regulation of harm reduction services concerning drug paraphernalia.

Because the now state fully occupies and preempts the entire field of setting penalties for violations of the controlled substances act, local ordinances must be consistent with chapter 69.50 RCW. However, cities must still adopt or incorporate state statutes into their municipal code in order to prosecute misdemeanor or gross misdemeanor cases in city municipal court.

The City’s Prosecutor has approved a proposed Ordinance that incorporates Title 69 in its entirety into the POMC to ensure that the City has adequately incorporated the applicable misdemeanor and gross

misdeemeanors so that they can be prosecuted through the municipal court. The Ordinance would also repeal outdated POMC sections pertaining to controlled substances that are no longer valid.

Recommendation: Staff recommends adoption of an Ordinance adopting by reference Title 69 and repealing and replacing antiquated provisions of Chapter 9.14 pertaining to controlled substances.

Relationship to Comprehensive Plan: N/A

Motion for consideration: “I move to adopt an Ordinance repealing sections in Chapter 9.14 of the Port Orchard Municipal Code and amending Section 9.14.010 regarding controlled substances.”

Fiscal Impact: None anticipated.

Alternatives: Do not approve and provide alternative guidance.

Attachment: Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, PERTAINING TO DRUG AND DRUG PARAPHERNALIA; REPEALING PORT ORCHARD MUNICIPAL CODE SECTIONS 9.14.020, 9.14.020, 9.14.025, 9.14.030, 9.14.040, 9.14.050, 9.14.070, 9.14.080, 9.14.090, AND AMENDING SECTION 9.14.010 TO DEFER TO STATE STATUTE; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, Article XI Section 11 of the Washington State Constitution authorizes cities to establish such crimes as necessary to protect the public safety, health, and welfare, so long as said crimes do not conflict with state law; and

WHEREAS, the City adopted and enforces misdemeanors and gross misdemeanors, including but not limited to laws pertaining to the possession and use of drugs and drug paraphernalia, codified at Chapter 9 of the Port Orchard Municipal Code (POMC); and

WHEREAS, in response to the Washington Supreme Court's decision in *State v. Blake*, 197 Wn.2d. 170, 481 P.3d 521 (2021), in 2023 the Washington state legislature adopted Second Engrossed Second Substitute Senate Bill 5536, making permanent changes in the state laws relating to the possession and use of controlled substances; and

WHEREAS, the Bill also preempts the authority of cities to adopt local regulations regarding certain drug paraphernalia; and

WHEREAS, the Police Chief, in conjunction with the Kitsap County Prosecuting Attorney's Office, acting by contract as the City's municipal court prosecutor, have recommended that the City amend its current codes to adopt changes made by the state legislature and to allow the enforcement of those laws through the City's municipal court; and

WHEREAS, the City Council finds that it is in the best interests of the residents of Port Orchard to take action to adopt by reference these new state laws; now, therefore,

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

SECTION 1. Repealer. Sections 9.14.020, 9.14.020, 9.14.025, 9.14.030, 9.14.040, 9.14.050, 9.14.070, 9.14.080, and 9.14.090 of the POMC are hereby repealed.

SECTION 2. Amendment. Section 9.14.010 of the Port Orchard Municipal Code is hereby adopted to read as follows:

9.02.010 Adoption of RCW sections in Title 69 not specifically set forth.

A. Notwithstanding the sections that are specifically adopted by reference in this title, all state statutes in Title 69 of the Revised Code of Washington that create misdemeanors and gross misdemeanors and the state statutes in Title 69 necessary for the investigation, arrest, prosecution, sentencing, confinement, and enforcement of misdemeanors and gross misdemeanors are hereby adopted by reference as currently enacted or as hereafter amended or recodified from time to time, and shall be given the same force and effect as if set forth herein in full.

SECTION 2. Severability. Should any portion of this ordinance 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 3. Savings Clause. Those portions of the Port Orchard Municipal Code which are amended by this ordinance shall remain in force and effect as set out prior to this ordinance until the effective date of this ordinance. Such amendments shall not be construed as affecting any existing right acquired under the laws repealed, nor as affecting any proceeding instituted thereunder, nor any rule, regulation or order promulgated thereunder.

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

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

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 14th day of November 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:



**City of Port Orchard
Council Meeting Minutes
Work Study Session Meeting of October 17, 2023**

CALL TO ORDER AND ROLL CALL

Mayor Putaansuu called the meeting to order at 6:30 p.m.

Roll call was taken by the City Clerk as follows:

Mayor Pro-Tem Trenary	Present
Councilmember Chang	Present
Councilmember Clauson	Present
Councilmember Cucciardi	Present
Councilmember Diener	Present
Councilmember Lucarelli	Present
Councilmember Rosapepe	Absent
Mayor Putaansuu	Present

Staff present: Public Works Director Ryan, Finance Director Crocker, Police Chief Brown, and Deputy City Clerk Floyd.

Staff present via Zoom: Community Development Director Bond

The meeting streamed live on YouTube.

Pledge of Allegiance (Time Stamp 00:07)

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

1. Public Hearing on Mid-Year Biennial Review and Modifications Budget (Time Stamp 00:49)

Mayor Putaansuu opened the public hearing at 6:31 p.m.

Finance Director Crocker stated as established by RCW 35A.34.130, a mid-biennial review of the biennial budget is required. This review shall occur no sooner than eight months after the start of the biennium, September 1st, and no later than the close of the fiscal year, December 31st. The City has focused its criteria for mid-year modification to those items that are corrections, required, and are large capital with budgetary impacts.

The budget amendment ordinance reflects the following; adopting budget amendments which reflect City Council and staff actions throughout 2023, totaling expenditures of \$4.011 million; new expenditure requests totaling \$6.975 million; and revenue adjustments totaling \$15.087 million.

Additionally, he provided a presentation which included the mid-biennial budget review schedule, highlights of the 2023-2024 mid-biennial review which included the Mayor's proposed budget adjustments and the Finance Committee's proposed added budget adjustments, governmental-special and debt funds which included real estate excise tax and governmental debt service which included Tremont Street REET.

Mayor Putaansuu spoke to the governmental-operational funds current expenses, City street fund which included the Bay Street Pedestrian Pathway at Rockwell Park, Governmental-capital construction funds which included street capital construction, enterprise operational and capital funds which included water operations, water capital, water and storm debt service, ERR operational and capital purchases, personnel requests, and requests not funded.

Finance Director Crocker, Councilmember Clauson, and Councilmember Cucciardi explained the Finance Committee's proposed added budget adjustments and recommendations for current expense, community events/lodging tax, real estate excise tax, impact fee fund, bond redemption fund, and capital construction.

Additionally, Finance Director Crocker provided a presentation 'Capital Projects Current 2023-2024 Budget Proposed Adjustments' which included about \$51 million in capital projects appropriated and with the proposed mid-year amendment would increase to almost \$58 million. Capital construction projects included the city hall remodel, McCormick splash pad, public works charging stations and a new addition of office building and parking. Street capital construction which included the Safe Routes to School design, Bay Street design, Tremont Phase 2, SB 160 2A design, and Salmonberry/Blueberry design work. Water capital construction included Well No. 11, Well No. 7 preconstruction design, defunding the 390 Zone Low Pressure, and the water addition to Perry Avenue. No changes to Storm Capital. The sewer Capital Construction included South Sidney Ruby Creek design work, Pottery Avenue Sewer, and Bay Street Lift station.

Lastly, he spoke to debt services and said the City is stable, has security, has reserves, and has things in place in case there is a downturn in revenues and we are fully funding our debt services.

Mayor Putaansuu asked if anyone online would like to testify. There was no public in attendance, and no one online provided comments.

At 7:58 p.m., Mayor Putaansuu closed the public hearing.

Council Direction: No direction was given to staff.

GOOD OF THE ORDER

There was no good of the order.

ADJOURNMENT

The meeting adjourned at 8:00 p.m. No other action was taken. Audio/Visual was successful.

Jenine Floyd, CMC, Deputy City Clerk

Robert Putaansuu, Mayor