



City of Port Orchard Council Meeting Agenda

December 12, 2023

6:30 p.m.

Mayor:

Rob Putaansuu
Administrative Official

Councilmembers:

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

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

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

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

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

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

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

Department Directors:

Nicholas Bond, AICP
Development Director

Denis Ryan
Public Works Director

Tim Drury
Municipal Court Judge

Noah Crocker, M.B.A.
Finance Director

Matt Brown
Police Chief

Brandy Wallace, MMC, CPRO
City Clerk

Meeting Location:

Council Chambers, 3rd Floor
216 Prospect Street
Port Orchard, WA 98366

Contact us:

(360) 876-4407
cityhall@portorchardwa.gov

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

Remote access

Link: <https://us02web.zoom.us/j/87198317559>

Zoom Webinar ID: 871 9831 7559

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. Approval of Amendment No. 3 to Contract No. 046-20 with Summit Law Group for Services Related to Labor Negotiations and Relations (Lund) **Page 4**

D. Approval of Amendment No. 1 to Contract No. 052-20 with the Sound Benefit Administration for COBRA Administration Services (Lund) **Page 26**

E. Approval of Amendment No. 6 to Contract No. 002-18, with Kitsap County for Incarceration of City Prisoners (M. Brown) **Page 39**

- F. Adoption of a Resolution Establishing Fee Schedules for Community Development and Public Works (Bond) **Page 42**
- G. Adoption of a Resolution Adopting the 2024 City Council Meeting Schedule (Wallace) **Page 116**
- H. Approval of Amendment No. 2 to Contract No. 057-22 with SAFEBuilt Consultants for Building/Fire Code Plan Review and Building Code Inspection Services (Bond) **Page 118**
- I. Adoption of a Resolution Approving Amendment No. 2 to Contract No. 094-20 with Grette Associates for Third-Party Critical Areas Review (Bond) **Page 135**
- J. Adoption of a Resolution Approving an Interlocal Agreement with the WA State Department of Commerce for a Middle Housing Grant (Bond) **Page 153**
- K. Approval of the November 14, 2023, City Council Meeting Minutes **Page 172**

5. PRESENTATION

6. PUBLIC HEARING

- A. Proposed Amendment to POMC Chapter 13.06 to Update Rates for the Stormwater Utility and Establish Capital Facility Charges and Connection/Inspection Fees for Storm Drainage (Ryan) **Page 176**
- B. Ordinance Amending POMC 20.132.270-Temporary Signs (Bond) **Page 182**

7. BUSINESS ITEMS

- A. Adoption of an Ordinance Amending POMC 20.132 Temporary Signs (Bond) **Page 191**
- B. Adoption of an Ordinance Amending POMC Chapter 13.06 to Update Rates for the Stormwater Utility and Establish Capital Facility Charges and Connection/Inspection Fees for Storm Drainage (Ryan) **Page 200**
- C. First Reading of an Ordinance Approving a Franchise Agreement with the City of Bremerton (Bond) **Page 207**
- D. Approval of Amendment No. 2 to Contract No. 048-23 with Lincoln with Construction, Inc. for the City Hall Renovations Project (Ryan) **Page 223**
- E. Adoption of a Resolution Approving an Interlocal Agreement with Kitsap Transit for the Ruby Creek Lift Station Sewer Project (Ryan) **Page 276**

8. DISCUSSION ITEMS (No Action to be Taken)

- A. Ordinance to Amend the 2023-2024 Biennial Budget Including Exhibit A-Personnel Table (Crocker)

9. REPORTS OF COUNCIL COMMITTEES

10. REPORT OF MAYOR

11. REPORT OF DEPARTMENT HEADS

12. CITIZEN COMMENTS

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

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

14. CITY COUNCIL GOOD OF THE ORDER

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

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

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

15. ADJOURNMENT

COMMITTEE MEETINGS	Date & Time	Location
Economic Development and Tourism	TBD, 2024; 9:30am	Remote Access
Utilities	TBD; 5:00pm	Remote Access
Finance	December 12, 2023; 5:00pm	Remote Access
Transportation	December 26, 2023; 4:30pm	Remote Access
Festival of Chimes & Lights	TBD	Remote Access
Land Use	December 20, 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.

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

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



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Consent Agenda 4C
Subject: Approval of Amendment No. 3 to Contract
No. 046-20 with Summit Law Group for
Services Related to Labor Negotiations and
Relations

Meeting Date: December 12, 2023
Prepared by: Debbie Lund
HR Director
Atty Routing No.: 366922-0008
Atty Review Date: 12/06/2023

Summary: The City of Port Orchard entered into a contract in 2020 with Summit Law Group to provide legal services related to labor contract negotiations and related services. In 2021, the contract was extended for two additional years as provided for in the original agreement. That contract is set to expire December 31, 2023.

Staff is recommending that the City approve an additional extension of the agreement with Summit Law for an additional three years.

Summit Law Group led the negotiations for all current labor contracts in place at the City. The Patrol Officers Guild contract and the Sergeant's Guild contracts are set to expire December 31, 2024, and negotiations for successor contracts will begin mid-2024. The three Teamster-represented bargaining groups (Public Works, Municipal Court, and Police Support) have contracts expiring December 31, 2025. Providing a three-year extension to the Summit Law Group contract will enable Summit Law to assist with upcoming negotiations for all of the City's existing bargaining groups.

Recommendation: Staff recommends authorization of this third amendment to Contract number 046-20 with Summit Law Group.

Relationship to Comprehensive Plan: N/A

Motion for consideration: "I move to authorize the Mayor to sign Amendment No. 3 to Contract No. 046-20 with the Summit Law Group, as presented."

Fiscal Impact: Minimal and within budget.

Alternatives: None.

Attachments: Contract 046-20
Amendment 3

Amendment No. 3 to Contract No. 046-20

CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT WITH SUMMIT LAW GROUP

THIS AMENDMENT No.3 (“Amendment”) to Contract No.046-20 is entered into between the City of Port Orchard, a Washington municipal corporation (“City” or “Port Orchard”) and Summit Law Group (“Consultant”) whose principal office is located at 315 5th Ave. South, Suite 1000. Seattle Washington 98104. City and Consultant are each a “Party” and together “Parties” to this Amendment.

RECITALS:

WHEREAS, the Parties hereto previously entered into Contract No. 046-20 (“Agreement”) for professional services, for a period of one year ending December 31, 2021; and

WHEREAS, a two-year extension was executed as provided for in the Agreement, extending the Agreement through December 31, 2023; and

WHEREAS, the City has determined that it is in the best interests of the City to extend the Agreement with the Consultant for an additional three years; and

WHEREAS, it is understood that the rates charged by the Consultant as provided for in Exhibit “A” to this Amendment may change from time to time during the duration of the Agreement; and

WHEREAS, either Party may terminate the contract by providing notice as outlined in Section 10 of the original Agreement;

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

THIRD AMENDMENT TO AGREEMENT:

1. **Extension of Agreement.**

This Agreement shall commence upon mutual execution and shall terminate on December 31, 2026 (“Termination Date”), unless terminated sooner by either Party as provided herein, provided the City shall have the right to extend the Agreement beyond the Termination Date for three (3) additional two (2) year periods by written notice to the Consultant in advance of the Termination Date. Time is of the essence of this agreement in each and all of its provisions in which performance is required.

2. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

3. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.


4. **Effective Date.** This Amendment shall be effective as of December 12, 2023. Except as expressly amended herein, the Agreement remains in full force and effect.

DATED this 12th day of December 2023.

CITY OF PORT ORCHARD,
WASHINGTON

CONSULTANT

Robert Putaansuu, Mayor



Signature

ATTEST/AUTHENTICATED:

Sofia D. Mabee, Member
Printed Name and Title

Brandy Wallace, CMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

Summit Law Group PLLC
Labor and Employment Group
2023 Rates & Proposed 2024 Rates

Attorneys	Public 2023	Public 2024
Otto Klein	400	420
Rodney Younker	400	420
Shannon Phillips	390	410
Beth Kennar	390	410
Kristin Anger	390	410
Sofia Mabee	390	410
Mike Bolasina	390	410
Seth Berntsen	390	410
Peter Altman	375	395
Quinn Oppenheim	375	395
Colin Boyle	365	385
John Lee	365	385
John Henry	360	385
Britaney Garrett	350	375
Evan Chinn	350	375
Tim Reynolds	375	375
Jesse Taylor	335	360
Hathaway Burden	335	360
Eva Sharf Oliver	300	320
Tréja Miranda	295	320
Molly Gibbons	300	320
Legal Support Staff		
Donna Murbach	250	270
Bonnie Gail	230	250
Dominique Barrientes	230	250
Kim Welsh	230	250
Suzy Windes	230	250
Nani Vo	230	250
Paige Heine	190	210

CITY OF PORT ORCHARD
CONTRACT FOR PROFESSIONAL SERVICES
Contract No. 046-20

This Agreement is entered into by and between the City of Port Orchard, a Washington municipal corporation ("City"), and Summit Law Group ("Consultant") whose principal office is located at 315 5th Ave. South, Suite 1000, Seattle, Washington 98104.

WHEREAS, the City has determined the need to have certain services performed for the residents of the City of Port Orchard, requiring specific expertise, and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions,

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit "A" of this Agreement. In performing such services, the Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed

The City shall pay Consultant [Check applicable method of payment]:

X According to the rates set forth in Exhibit "A." Rates may be adjusted on an annual basis by written agreement of the parties as an addendum to this Agreement.

The Consultant shall complete and return to the City Exhibit "B," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall commence upon mutual execution and shall terminate on December 31, 2021 ("Termination Date"), unless terminated sooner by either Party as provided herein, provided the City shall have the right to extend the Agreement beyond the Termination Date for an additional two (2) years by written notice to the Consultant in advance of the Termination Date. Time is of the essence of this agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant and submitted to the City in connection with the services provided to the City, shall be the property of the City, whether the project for which they were created is executed or not.

5. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

6. Indemnification.

A. Consultant shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the acts, errors or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

C. The provisions of this section shall survive the expiration or termination of this Agreement.

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

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises,

operations, independent Consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provision. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance (as applicable to each line of coverage):

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant shall provide thirty (30) days written notice by certified mail, return receipt requested, to the City prior to the cancellation or alteration of coverage.

3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided by the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. The Consultant shall furnish the City with original certificates for all policies and a copy of the amendatory endorsements, including but not necessarily

limited to, the additional insured endorsement for Automobile Liability and Commercial General Liability, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain other such records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after the termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated as follows:

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice.

B. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement on thirty (30) days prior written notice in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Business License. The Consultant shall obtain a City of Port Orchard business license before commencing work under this Agreement.

12. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

13. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

14. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

15. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

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

17. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provisions are effectuated.

18. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

19. Notices. Notices to the City shall be sent to the following address:

City of Port Orchard
Debbie Lund
Human Resources Coordinator
216 Prospect Street

Port Orchard, WA 98366

Notices to the Consultant shall be sent to the following address:

Summit Law Group
Sofia Mabee
315 5th Ave. S. Suite 1000
Seattle, WA 98104
sofiam@SummitLaw.com
206-676-7112

20. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Kitsap County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.

21. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 30 day of April 2020.


CITY OF PORT ORCHARD, WASHINGTON

SUMMIT LAW GROUP

By:


Robert Putaansuu, Mayor

By:


Sofia Mabee, Partner

ATTEST/AUTHENTICATE:

By:


Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

By:

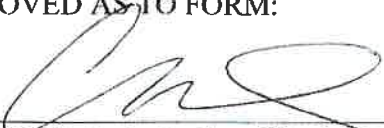

Charlotte A. Archer, City Attorney





Exhibit A

SOFIA D. MABEE
DID: (206) 676-7112
EMAIL: sofiam@summitlaw.com

315 Fifth Ave S Suite 1000
Seattle, Washington 98104
phone · 206.676.7000
fax · 206.676.7001

Via email: dlund@cityofportorchard.us

April 15, 2020

Mayor Robert Putaansuu
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366

Re: Engagement Letter

Dear Mayor Putaansuu:

Thank you for considering hiring Summit Law Group to represent the City of Port Orchard with regard to labor and employment matters. We will represent the City's interests vigorously and do our very best to be prompt, thoughtful and practical in everything we do on its behalf.

If you have not yet had an opportunity to view the background of Summit Law Group, please take a moment to visit our website (www.summitlaw.com). Summit Law Group was founded on the principle that a modern law firm should be focused on its customers, not its lawyers. We designed Summit to be leaner, more efficient and more customer-responsive than traditional law firms. We want to form productive working partnerships with our customers, delivering a better product at greater value.

Fee Arrangements. We will build a working partnership with you to enable you to maintain control over the scope and cost of the City's legal work. We are especially interested in fee arrangements that provide incentives for us to be cost effective and that reward us for superior results. Unless we agree otherwise, however, we will charge for our services by the billable hour. We encourage you to consider and suggest other ways of measuring the value of our services during the course of our relationship. Whether you choose to be billed by the hour, or some other fee arrangement, we, unlike any other law firm we know of in the country, invite the City to pay in accordance with its perception of the value of our legal services. To that end, within 30 days of our invoice, you are free to adjust our billed amount—upward or downward—based on your perception of the value that you have received.

At present, my current hourly rate applicable to this engagement is \$330. The billing rates and contact information of the Summit team members who are available to assist with this engagement are included in the Appendix to this letter.

Mayor Putaansuu
April 15, 2020
Page 2

Unless otherwise agreed in writing, we will provide you with full itemized electronic billing information on a monthly basis, including people working on your engagement, their hours and rates and a detailed description of services performed. Payment of our bill is due upon receipt of our invoice and bills not paid within thirty (30) days of the date of the invoice will accrue interest at a rate of 1% per month. We do not charge for telephone, photocopying, computerized legal research, local travel, or other costs that are properly part of our cost of doing business. We charge our actual costs for out-of-town travel and meals, working meals, and other vendor expenses (*e.g.*, for high volume photocopying, courier and messenger services and other extraordinary expenses). We also charge for certain third-party vendor expenses related to document processing and discovery, electronic or otherwise (which may include the use of artificial intelligence). Our billings are monthly, unless otherwise agreed.

Attached to this letter is an Appendix that includes additional terms of this engagement. Together, this letter and the Appendix constitutes the agreement between you and us regarding our professional services. If the terms of our representation as described above and in the Appendix are acceptable, please date and sign this letter where indicated below and return it to me via mail, facsimile or electronic mail. This agreement will take effect on the date of your signature or when we first perform services, whichever is earlier.

Sincerely,


SUMMIT LAW GROUP, PLLC



Sofia D. Mabee

AGREED AND ACCEPTED:

City of Port Orchard

By 
Title Mayor
Dated 4.30.2020

APPENDIX TO ENGAGEMENT LETTER OF SUMMIT LAW GROUP, PLLC

The term “you” below refers to the client in this engagement. If the client is an entity, then we have addressed the accompanying engagement letter to the client’s authorized representative, but the term “you” below refers to the entity client.

IDENTITY OF CLIENT.

In representing a client which is an entity, we do not thereby also separately represent affiliates or other constituents of the entity, nor do we separately represent the owners, officers, directors, founders, managers, members, partners, fiduciaries, or employees of the entity in their individual capacities or with respect to their individual affairs. We will rely upon you to inform them of this fact where appropriate. Unless we agree otherwise in writing, we do not by virtue of our representation of you also represent any entity that controls you, is controlled by you or is under common control with you. We will look to the addressee of the engagement letter for our instructions on behalf of the entity, unless you inform us otherwise in writing.

SCOPE OF ENGAGEMENT.

The scope of this engagement is described in the accompanying engagement letter. The scope of our engagement may change if you ask us to provide different or additional services and we agree in writing to provide them or we actually proceed to provide them and bill you for them. If our engagement changes, the terms set out in the accompanying engagement letter and this Appendix will apply to the changed engagement, unless we enter into a further agreement modifying this one. Our engagement may be terminated by either one of us upon written notice to the other.

SUMMIT TEAM ASSIGNED TO THIS ENGAGEMENT.

At Summit Law Group, we assign a team to your engagement. Your team includes the individuals listed below:

Professional	Direct Dial	Email	Hourly Rate
Sofia D. Mabee	(206) 676-7012	<i>sofiam@summitlaw.com</i>	\$330
Otto Klein	(206) 676-7034	<i>ottok@summitlaw.com</i>	\$355
Rodney Younker	(206) 676-7080	<i>rody@summitlaw.com</i>	\$355
Shannon Phillips	(206) 676-7092	<i>shannonp@summitlaw.com</i>	\$330
Beth Kennar	(206) 676-7068	<i>bethk@summitlaw.com</i>	\$330
Kristin Anger	(206) 676-7023	<i>kristina@summitlaw.com</i>	\$330
Mike Bolasina	(206) 676-7006	<i>mikeb@summitlaw.com</i>	\$330
Seth Berntsen	(206) 676-7020	<i>sethb@summitlaw.com</i>	\$330
Dan Swedlow	(206) 676-7024	<i>dans@summitlaw.com</i>	\$320
Quinn Oppenheim	(206) 676-7106	<i>quinno@summitlaw.com</i>	\$315

Professional	Direct Dial	Email	Hourly Rate
John Lee	(206) 676-7057	<i>johnl@summitlaw.com</i>	\$285
Rachael Curtis	(206) 676-7022	<i>rachaelc@summitlaw.com</i>	\$275
Laura Davis	(206) 676-7017	<i>laurad@summitlaw.com</i>	\$260
Hathaway Burden	(206) 676-7040	<i>hathawayb@summitlaw.com</i>	\$260

We may in the future add other professionals to your team depending on the time and experience required by your matters, which may include contract personnel with appropriate credentials to complete certain work under our supervision. We will charge you for the time of these individuals at rates established by us based on their experience and expertise, the same as we do for our employees and partners.

BILLING AND PAYMENT.

We review and make changes to our hourly rates from time to time, usually on an annual basis. Changes may or may not apply across the board to all timekeepers.

Timely payment in full is a condition to our continuing provision of services. You agree that we may suspend or terminate our services and may withdraw from this engagement in the event our fees and other charges are not timely paid, subject to applicable rules governing attorney withdrawal. In extreme cases, we may pursue recovery of unpaid fees through collection actions or litigation. If our engagement is terminated by either you or us for any reason, you will remain obligated to pay us all fees and other charges properly incurred up to the termination date.

Although on occasion we will in good faith attempt to estimate in advance the fees and costs of an engagement, we are not bound by any such estimate unless agreed in writing. Also, we are not obligated to revise, amend or correct any such estimate if subsequent developments make it inaccurate.

If we have more than one client in this engagement, then each is jointly and severally obligated to pay us unless we agree otherwise in writing. Any outside arrangements you may have for allocation, reimbursement, insurance, indemnification or the like will not relieve you of your obligation to pay amounts due.

CONFLICT CHECK.

At the beginning of each engagement we conduct a review of potential conflicts of interest to ensure compliance with the Rules of Professional Conduct, using names that you have provided. As we move forward, please be sure to immediately provide us with any new or different names of adverse or interested parties so that we may update our conflict check.

COMMUNICATIONS WITH SUMMIT.

Our communications with you may include legal advice and information that is protected by the attorney-client privilege, the work product doctrine, or other protections from disclosure. To maintain these privileges and protections, both you and Summit must take reasonable

measures to safeguard the confidentiality of our communications. Please be aware that if you reveal information to a third party, including by communicating with us on an email system accessible by a third party or on a mobile device that you do not control, protections of privilege and confidentiality may be lost. You should also be aware that there may be circumstances in which we have an independent ethical duty to reveal privileged information.

FRAUD PREVENTION.

During the course of our engagement, there may be a need or desire to arrange for the electronic transfer of funds to Summit or to other parties. In the event that you receive a request for a funds transfer, wire transaction, or other matter involving your financial accounts or your account at Summit, please confirm the legitimacy of the request verbally with a known contact at Summit before you proceed with the transaction.

OWNERSHIP AND RETURN OF FILES.

By executing our engagement letter, you agree that the files generated or accumulated as a result of our representation belong to Summit Law Group. If you desire an electronic copy of the files at the conclusion of our representation, you will be provided with an electronic copy of the files. Under our document retention policy, we normally destroy client records, including electronic records, seven years after the conclusion of a matter unless other arrangements are made or the nature of the matter requires a longer retention period. E-mails that are duplicative, routine or otherwise not part of the client file may be destroyed before the end of the seven-year period, without prior notice to you.

DISPUTE RESOLUTION AND ARBITRATION.

If you become dissatisfied with any aspect of our relationship, including the quality or adequacy of our representation, you agree to bring that to our attention, and we each agree to negotiate in good faith to resolve the matter. If we cannot reach agreement, we each agree to comply with any mandatory dispute resolution procedures that apply to any such dispute. If such applicable mandatory dispute resolution procedures have been completed or waived, and a dispute still exists between us, we each agree that the dispute will be submitted for mediation under the rules of JAMS. If such mediation fails, and a dispute still exists between us, we each agree that the dispute will be submitted to binding arbitration under the rules of JAMS. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review.

By signing this agreement, you acknowledge that the agreement to arbitrate results in a waiver of your right to a court or jury trial for any fee dispute or malpractice claim. This also means that you are giving up your right to discovery and appeal. If you later refuse to submit to arbitration after agreeing to do so, you may be ordered to arbitrate pursuant to the provisions of Washington law. You acknowledge that before signing this agreement and agreeing to binding arbitration, you are entitled to, and have been given, a reasonable opportunity to seek the advice of independent counsel.

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. </div> <div style="width: 45%;"> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) ▶ _____ </div> </div>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax preparer.
- If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Contractor or Third-Party Worker Retirement Status Verification

This form is for employers to use to verify the retirement status of a worker paid through accounts payable or a third party.

Contact Information for
DRS Employer Support Services
360.664.7200, option 2
800.547.6657, option 6, option 2
employersupport@drs.wa.gov

Employer Information

Failure to report a retiree to DRS can result in a significant liability to the employer for pension overpayments.

Some workers are considered to be employees of both your agency and the third party (dual employers). A retiree who is in an employee/employer relationship with your agency is subject to the same retiree-return-to-work (RRTW) rules as an employee paid through payroll.

Additionally, workers under age 65 who retired using the 2008 Early Retirement Factors (ERF) are subject to stricter return-to-work rules and cannot perform services in any capacity for a DRS-covered employer and continue to receive a benefit.

Employer Instructions

- Use Member Reporting Verification (MRV) to review the worker's retirement status.
- Did the worker retire from a DRS-covered plan? ☐ Yes ☐ No
If yes and in an employee/employer relationship with your agency, report using RRTW rules.
- Did the worker retire using the 2008 ERF? ☐ Yes ☐ No
If yes, contact Employer Support Services (ESS) immediately.
- Sign and date this form.
- Retain this form for three years beyond your relationship with the worker.

Worker Information

Worker Name (Last, First, Middle)	Social Security Number
If your agency doesn't directly pay the worker, name the company or contractor paying the worker.	
Identify the Type of Worker (Check Only One) <input type="checkbox"/> Employee Hired Through a Third Party (Staffing Agency, Temp Agency, Etc.) <input type="checkbox"/> Independent Contractor <input type="checkbox"/> Worker Provided by Company or Contractor Your Agency Hired to Perform Services	

Employer Signature

I have verified the information above using MRV or by contacting a DRS representative. I acknowledge that failure to properly report a 2008 ERF retiree to DRS can result in a liability to the employer.	
Employer Signature	Date





Agenda Staff Report

Agenda Item No.:	<u>Consent Agenda 4D</u>	Meeting Date:	<u>December 12, 2023</u>
Subject:	<u>Approval of Amendment No. 1 to Contract</u>	Prepared by:	<u>Debbie Lund</u>
	<u>No. 052-20 with the Sound Benefit</u>		<u>HR Director</u>
	<u>Administration for COBRA Administration</u>	Atty Routing No.:	<u>366922-0008</u>
	<u>Services</u>	Atty Review Date:	<u>12/07/2023</u>

Summary: The City of Port Orchard entered into a contract in 2020 with Sound Benefit Administration to provide COBRA administration services to police department employees enrolled on the LEOFF Trust medical plan. In accordance with the agreement, three one-year extensions were executed. The contract is now set to expire December 31, 2023.

Staff is recommending that the City approve an additional extension of the agreement with Sound Benefit Administration for an additional three years.

In 2018, the City negotiated an agreement with the Patrol and Sergeants Guilds to allow enrollment on to a medical plan administered by the LEOFF Trust. Unlike medical plans with the Association of Washington Cities, the LEOFF Trust does not administer COBRA, which allows former employees and/or family members to continue their medical insurance.

Sound Benefit Administration offers this service to the City, charging a nominal amount to send required communications to former employees and, if applicable, their family members regarding their COBRA rights.

Recommendation: Staff recommends authorization of this first amendment to Contract number 052-20 with Sound Benefit Administration.

Relationship to Comprehensive Plan: N/A

Motion for consideration: “I move to authorize the Mayor to sign Amendment No. 1 to Contract No. 052-20 with the Sound Benefit Administration, as presented.”

Fiscal Impact: Minimal and within budget.

Alternatives: None.

Attachments: Contract 052-20
Amendment 1

Amendment No. 1 to Contract No. 052-20

CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT WITH SOUND BENEFIT ADMINISTRATION

THIS AMENDMENT No.1 (“Amendment”) to Contract No.052-20 is entered into between the City of Port Orchard, a Washington municipal corporation (“City” or “Port Orchard”) and Sound Benefit Administration (“Consultant”) whose principal office is located at 18887 State Hwy 305, #600, Poulsbo, Washington 98370. City and Consultant are each a “Party” and together “Parties” to this Amendment.

RECITALS:

WHEREAS, the Parties hereto previously entered into Contract No. 052-20 (“Agreement”) for professional services, for a period of one year ending December 31, 2020; and

WHEREAS, a three one-year extensions were executed as provided for in the Agreement, extending the Agreement through December 31, 2023; and

WHEREAS, the City has determined that it is in the best interests of the City to extend the Agreement with the Consultant for an additional three years; and

WHEREAS, it is understood that the rates charged by the Consultant remain as provided for in the original Agreement; and

WHEREAS, either Party may terminate the contract by providing notice as outlined in the original Agreement;

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

THIRD AMENDMENT TO AGREEMENT:

1. Extension of Agreement.

This Agreement shall commence upon mutual execution and shall terminate on December 31, 2026 (“Termination Date”), unless terminated sooner by either Party as provided herein, provided the City shall have the right to extend the Agreement beyond the Termination Date for three (3) additional one (1) year periods by written notice to the Consultant in advance of the Termination Date. Time is of the essence of this agreement in each and all of its provisions in which performance is required.

2. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

3. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

4. **Effective Date.** This Amendment shall be effective as of December 12, 2023. Except as expressly amended herein, the Agreement remains in full force and effect.

DATED this 12th day of December 2023.

CITY OF PORT ORCHARD,
WASHINGTON

CONSULTANT

Robert Putaansuu, Mayor

Signature

ATTEST/AUTHENTICATED:

Gina Marken
Gina Marken, Business Associate

Brandy Wallace, CMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

COBRA Service Agreement

Between:

City of Port Orchard
Benefit Plan Sponsor

and

Sound Benefit Administration
COBRA Service Provider

Effective On: June 1, 2020

Agreement made this First day of June by and between:

City of Port Orchard

And

Sound Benefit Administration
18887 State Hwy 305, #600
Poulsbo, WA 98370

WHEREAS, City of Port Orchard has resolved to retain Sound Benefit Administration to assist with certain compliance requirements of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any amendments thereto, hereinafter referred to as "the Acts";

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

City of Port Orchard hereby retains Sound Benefit Administration to assist its benefit plans Administrator (as defined by the Acts) to provide notifications and services as indicated below:

- ☒ Initial Notification by First Class Mail with Proof of Mailing to:
 - ☒ Employees who first become eligible under Covered Benefit Plans after the effective date of this agreement
 - ☒ All employees who are participants under Covered Benefit Plans on the effective date of this agreement
- ☒ Qualifying Event Notification by First Class Mail with Proof of Mailing Certification by U.S. Postal Service to Qualified Beneficiaries for Qualifying Events occurring after the effective date of this agreement.
- ☒ Certificate of Coverage Notification: Certificate included with Termination of COBRA Notice.
- ☒ Update Notifications by First Class Mail to Covered Employees, COBRA Participants, and/or Qualified Beneficiaries as may be required by amendments to the Acts and the regulations, or changes to covered benefit plans.
- ☒ Termination Notification upon non-payment of premium or end of COBRA term.
- ☒ All required COBRA Notifications to qualified beneficiaries such as open enrollment rate change notice and conversion notice.
- ☒ Billing, premium collection, and remittance to City of Port Orchard. Sound Benefit Administration will retain any administrative fees added to premiums charged by the insurer.

The Agreement between the parties shall consist of the following documents:

1. This Agreement
2. Fee Worksheet
3. Business Associate Agreement regarding privacy issues

Services pursuant to this Agreement shall commence on: 06/01/2020 and continue until 12/31/2020 (end of current medical contract).

This Agreement shall automatically renew for three one-year terms on the expiration date stated above at the rates stated below unless modified in writing by mutual agreement of both parties prior to the initial expiration date, and any renewal expiration date(s).

City of Port Orchard shall pay to Sound Benefit Administration all fees specified on the attached fee worksheet. The Sound Benefit Administration shall complete and return to the City federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Sound Benefit Administration for services rendered within ten (10) days after City Council voucher approval.

Sound Benefit Administration Responsibilities and Duties in addition to Services Checked Above:

- Maintain computer and/or physical records of all notices.
- Maintain a database of qualifying beneficiaries to whom any notifications have been sent.
- Notify City of Port Orchard of any discrepancies or conditions it discovers during the course of its operations that may require action by City of Port Orchard.
- Notify City of Port Orchard of known changes or updates relating to compliance with the Act.

City of Port Orchard Responsibilities and Duties:

At least two weeks prior to commencement of services under this agreement, City of Port Orchard shall submit to Sound Benefit Administration the following information:

- Complete roster of all employees who are active participants in covered health plans. This information may be submitted on forms provided by Sound Benefit Administration; from computer records which contain the same information requested on forms provided by Sound Benefit Administration; or by providing copies of all health plan enrollment forms.
- Submit to Sound Benefit Administration a completed and signed questionnaire regarding qualified health plans offered by City of Port Orchard.
- Submit to Sound Benefit Administration a completed data sheet (provided by Sound Benefit Administration) for each of the following: COBRA Participants, Qualifying Beneficiaries who have been notified and are in the election period, and Qualifying Beneficiaries who have not been notified.
- Following commencement of services under this agreement, City of Port Orchard will notify Sound Benefit Administration in writing within 10 working days of the date it has knowledge of the following:
 - Employees who have become eligible for and elected a covered benefit.
 - Qualifying Events (Death of a covered employee; Termination of employment; Reduction of work hours which cause loss of coverage; Divorce or legal separation of a covered employee; A covered employee's entitlement to benefits under title XVIII of the Social Security Act (Medicare); A dependent of a covered employee ceasing to be a dependent; or Changes to covered health plans (including insurers, rates, or benefits).

Representations, Warranties, and Understandings:

- City of Port Orchard warrants and represents that it is the legal Plan Administrator and sole fiduciary of the Plan or Plans covered by this agreement, and shall not require any bond or security of Sound Benefit Administration in the performance of its duties under this Agreement.
- City of Port Orchard reserves full authority to make all decisions regarding its COBRA administration, including those duties and responsibilities delegated to Sound Benefit Administration by this Agreement. In accordance with this Agreement, Sound Benefit Administration will serve as a Service Provider under the direction of the Plan Administrator, but will not act as the Plan Administrator.
- City of Port Orchard, subject to the legislative discretion of the City Council, shall take any and all reasonable and necessary action and execute any and all necessary documents to authorize Sound Benefit Administration to perform its functions and duties pursuant to this Agreement.
- City of Port Orchard agrees to provide Sound Benefit Administration with information and/or documentation reasonably requested by Sound Benefit Administration, which is necessary for Sound Benefit Administration to fulfill the terms and conditions of this agreement, within the timeframes set forth in the COBRA laws.

- City of Port Orchard agrees to indemnify, defend, and hold Sound Benefit Administration, its representatives and employees harmless and to reimburse Sound Benefit Administration for any losses Sound Benefit Administration might suffer, of whatever nature or whatever source, resulting from City of Port Orchard's failure to comply with its representations and warranties and with the terms and conditions of this Agreement, or to otherwise provide Sound Benefit Administration with information and/or documentation reasonably requested by Sound Benefit Administration that is necessary for Sound Benefit Administration to fulfill the terms and conditions of this Agreement, within the timeframes set forth in the COBRA laws.
- Sound Benefit Administration shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the acts, errors or omissions of Sound Benefit Administration, its officers, employees and agents in performing this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- Insurance. The Sound Benefit Administration shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - Professional Liability insurance appropriate to the Consultant's profession. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
 - The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
 - The Sound Benefit Administration shall provide thirty (30) days written notice by certified mail, return receipt requested, to the City prior to the cancellation or alteration of coverage.
 - The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
 - If coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided by the City.
 - The Sound Benefit Administration shall furnish the City with original certificates for all policies and a copy of the amendatory endorsements evidencing the insurance requirements of the Sound Benefit Administration before commencement of the work.
- Sound Benefit Administration represents to the City that it has no conflict of interest in performing any of the services set forth herein. In the event that the Sound Benefit Administration is asked to perform services for a project with which it may have a conflict, Sound Benefit Administration will immediately disclose such conflict to the City.

Termination of this Agreement

This Agreement may be terminated by either party for reasonable cause upon 30 days written notice stating such reasonable cause. Reasonable cause shall include, but not be limited to, the following:


- Bankruptcy or insolvency of either party;
- Change in statutes or regulations which eliminate or substantially modify the requirements for COBRA Notification;
- Either party is suspended or restricted from performance by Federal or State regulatory authority;
- Either party fails to comply with the provisions of this agreement;
- City of Port Orchard fails to pay fees in accordance with fee schedule.

Sound Benefit Administration shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Sound Benefit Administration under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

This is the sole agreement between the parties, and shall not be amended or modified except by written agreement between the parties. This agreement shall be binding upon both parties, its successors and assignees.

The undersigned signature for City of Port Orchard hereby warrants and represents that he/she is duly authorized by City of Port Orchard to execute this Agreement on behalf of City of Port Orchard, and that he/she has read the Agreement in its entirety.

By:  Title: Mayor Date: 5/21/20
City of Port Orchard

By:  Title: President Date: 05/21/2020
Sound Benefit Administration



18887 State Hwy 305, #600
Poulsbo, WA 98370
(360) 779-7047 Phone
(866) 320-1932 Fax
Email: sba@soundadmin.com
Website: www.soundadmin.com

Fee Schedule addendum for COBRA Client Service Agreement with City of Port Orchard:

Setup fee - \$6.00 Per Benefit-Enrolled Employee

Monthly fee - \$1.50 Per Benefit-Enrolled Employee

Renewal fee - \$2.00 Per Benefit-Enrolled Employee

All COBRA administrative fees are to be paid to Sound Benefit Administration within 10 days of the invoice date. If the fee schedule changes, a new COBRA Client Service agreement will be necessary with a new fee schedule addendum.



Gina Marken, President

Business Associate Agreement

I. Definitions

For purposes of this Agreement:

- “Business Associate” will mean Sound Benefit Administration.
- “Covered Entity” will mean City of Port Orchard.
- “Designated Record Set” will have the same meaning given to the term “designated record set” in 45 C.F.R. 164.501.
- “Individual” will have the same meaning as the term “individual” in 45 C.F.R. §164.501 and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- “Privacy Rule” will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- “Protected Health Information” will have the same meaning as the term “protected health information” in 45 C.F.R. §164.501, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
- “Electronic Protected Health Information” will have the same meaning as the term “electronic protected health information” in 45 CFR § 160.103.
- “Representative” will include the Business Associate’s managing members (as applicable), trustees, general partners (as applicable) and financial and legal advisors.
- “Required by Law” will have the same meaning as the term “required by law” in 45 C.F.R. § 164.501.
- “HHS” will mean the Department of Health and Human Services.
- “Security Rule” shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 106 and 164, subpart C.

II. Safeguarding Privacy and Security of Protected Health Information

- (a) **Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on Covered Entity and to request Protected Health Information on Covered Entity’s behalf only:
- (i) **Functions and Activities on Covered Entity’s Behalf.** To administer COBRA services.
 - (ii) **Business Associate’s Operations.** For Business Associate’s proper management or to carry out Business Associate’s legal responsibilities, provided that, with respect to disclosure of Covered Entity’s Protected Health Information, either:
 - (A) The disclosure is Required By Law
 - (B) Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose Covered Entity’s Protected Health Information that the person or entity will:
 - (1) Hold Covered Entity’s Protected Health Information in confidence and use or further disclose Covered Entity’s Protected Health Information only for the purpose for which Business Associate disclosed Covered Entity’s Protected Health Information to the person or entity or as Required By Law; and
 - (2) Promptly notify Business Associate (who will in turn notify Covered Entity in accordance with the breach notification provisions) of any instance of which the person or entity becomes aware in which the confidentiality of Covered Entity’s Protected Health Information was breached.
 - (iii) **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Covered Entity’s Protected Health Information reasonably necessary to accomplish its intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary. Business Associate and Covered Entity acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), passed as part of the American Recovery and Reinvestment Act of 2009, and government guidance on the definition.

- (b) **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Covered Entity's Protected Health Information, except as permitted or required by this Agreement or in writing by Covered Entity or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that will violate the Privacy Rule if done by Covered Entity.
- (c) **Information Safeguards.**
 - i. **Privacy of Covered Entity's Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's Protected Health Information. The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures otherwise permitted by this Agreement.
 - ii. **Security of Covered Entity's Electronic Protected Health Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that will reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf as required by Security Rule.
- (d) **Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by the Agreement or in writing by Covered Entity to disclose Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Covered Entity's Protected Health Information and/or Electronic Protected Health Information that are applicable to Business Associate under the Agreement.
- (e) **Prohibition on Sale of Records.** As of the effective date specified by HHS in final regulations to be issued on this topic, Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual unless the Covered Entity or Business Associate obtained from the individual, in accordance with 45 CFR § 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving the Protected Health Information of that individual, except as otherwise allowed under the HITECH Act.
- (f) **Penalties for Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the privacy rule and security rule, as amended by the HITECH Act.

III. Compliance with Electronic Transactions Rule. If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule. Business Associate shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

IV. Individual Rights.

- (a) **Access.** Business Associate will, within 20 calendar days following Covered Entity's request, make available to Covered Entity or, at Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies Covered Entity's Protected Health Information about the individual that is in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 CFR § 164.524. Effective as of the date specified by HHS, if Protected Health Information is held in an Electronic Health Record, then the individual shall have a right to obtain from Business Associate a copy of such information in electronic format. Business Associate shall provide such a copy to Covered Entity or, alternatively, to the individual directly, if such alternative choice is clearly, conspicuously, and specifically made by the individual or Covered Entity.
- (b) **Amendment.** Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of Covered Entity's Protected Health Information, so that Covered Entity may meet its amendment obligations under 45 CFR § 164.526.
- (c) **Disclosure Accounting.** To allow Covered Entity to meet its disclosure accounting obligations under 45 CFR § 164.528:
 - i. **Disclosures Subject to Accounting.** Business Associate will record the information specified below ("Disclosure Information") for each disclosure of Covered Entity's Protected Health Information, not accepted from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.

- ii. **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information if Covered Entity need not account for such disclosures.
- iii. **Disclosure Information.** With respect to any disclosure by Business Associate of Covered Entity's Protected Health Information that is not excepted from disclosure accounting, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:
 - (A) **Disclosure Information Generally.** Except for repetitive disclosures of Covered Entity's Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of Covered Entity's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.
 - (B) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Covered Entity's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.
- iv. **Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least six years following the date of the accountable disclosure to which the Disclosure Information relates (3 years for disclosures related to an Electronic Health Record, starting with the date specified by HHS). Business Associate will make the Disclosure Information available to Covered Entity within 30 calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting. Effective as of the date specified by HHS, with respect to disclosures related to an Electronic Health Record, Business Associate shall provide the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual.
- (d) **Restriction Agreements and Confidential Communications.** Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information pursuant to 45 CFR § 164.522(a), or (ii) requires confidential communication about Covered Entity's Protected Health Information pursuant to 45 CFR § 164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. Effective February 17, 2010 (or such other date specified as the effective date by HHS), Business Associate will comply with any restriction request if: (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

V. Breaches and Security Incidents.

(a) Reporting

- (i) **Privacy or Security Breach.** Business Associate will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of Covered Entity's Unsecured Protected Health Information. Business Associate will treat the Breach as being discovered in accordance with 45 CFR § 164.410. Business Associate will make the report to Covered Entity's Privacy Official not more than 45 calendar days after Business Associate learns of such non-permitted use or disclosure. If a delay is requested by a law-enforcement official in accordance with 45 CFR § 164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will at least:
 - (A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of the Breach;

- (B) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis;
 - (C) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
 - (D) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;
 - (E) Identify what steps the individuals who were subject to a Breach should take to protect themselves;
 - (F) Provide such other information including a written report, as Covered Entity may reasonably request.
- (ii) **Security Incidents.** Business Associate will report to Covered Entity any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this report promptly, except if any such security incident resulted in a disclosure not permitted by this Agreement or Breach of Covered Entity's Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth in the paragraph above.

VI. Term and Termination.

- (a) **Term.** The term of this Agreement shall be effective as of June 1, 2020 and shall terminate when all Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.
- (b) **Right to Terminate for Cause.** Covered Entity may terminate Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement, and upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within 30 calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination.
 - (i) **Return or Destruction of Covered Entity's Protected Health Information as Feasible.** Except as required by the Washington Public Records Act, Ch. 42.56 RCW, upon termination or other conclusion of Agreement, Business Associate will, if feasible, return to Covered Entity or destroy all of Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Covered Entity's Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. Further, Business Associate shall require any such subcontractor or agent to certify to Business Associate that it returned to Business Associate (so that Business Associate may return it to the Covered Entity) or destroyed all such information which could be returned or destroyed. Business Associate will complete these obligations as promptly as possible following the effective date of the termination or other conclusion of this Agreement.
 - (ii) **Procedure When Return or Destruction Is Not Feasible.** Except as required by the Washington Public Records Act, Ch. 42.56 RCW, business Associate will identify any of Covered Entity's Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents as permitted under this Agreement, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible following the effective date of the termination or other conclusion of this Agreement.
 - (iii) **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

VII. General Provisions.

- (a) **Definitions.** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPPA, including its statute, regulations and other official government guidance.
- (b) **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of Covered Entity's Protected Health Information available to Covered Entity and to HHS to determine compliance with the Privacy Rule, or as necessary for the Covered Entity to meet its obligations under the Washington Public Records Act, Ch. 42.56 RCW.
- (c) **Amendment to Agreement.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects Business Associate or Covered Entity's obligations under this Agreement, this Agreement will automatically amend such that the obligations imposed on Business Associate or Covered Entity remain in compliance with the final regulation or amendment to final regulation.
- (d) **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.
- (e) **Interpretation.** Any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the applicable requirements under HIPPA.


Authorized Signature



Covered Entity



Sound Benefit Administration
Business Associate



Date

05/21/2020

Date



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Consent Agenda 4E
Subject: Approval of Amendment No. 6 to Contract
No. 002-18 with Kitsap County for
Incarceration of City Prisoners

Meeting Date: December 12, 2023
Prepared by: Matt Brown
Chief of Police
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: In 2017, the City entered into an agreement with Kitsap County for the incarceration of City prisoners for the calendar year 2018. This agreement was extended through the end of the 2019 calendar year by the First Amendment to that agreement, and again annually by amendments through the end of the 2023 calendar year. The parties are proposing a Sixth Amendment to the agreement to further extend it through the 2024 calendar year. Aside from the extended termination date, the terms of the agreement remain unchanged.

Recommendation: Recommend the City Council approve the Sixth Amendment to the City’s prisoner incarceration agreement with Kitsap County as presented.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to authorize the Mayor to sign the Fifth Amendment to Contract No. 002-18, the prisoner incarceration agreement between the City of Port Orchard and Kitsap County.

Fiscal Impact: The daily base rate has been factored into the 2023-2024 budget.

Alternatives: Not approve the Sixth Amendment to the agreement and lose the ability to provide secure custody for the City’s adult prisoners or propose revisions to the Sixth Amendment.

Attachments: Sixth Amendment to KC-249-17-F

KC-249-17-F

**AMENDMENT
KITSAP COUNTY AND CITY OF PORT ORCHARD
AGREEMENT FOR INCARCERATION OF CITY PRISONERS**

This Amendment to the Kitsap County and City of Port Orchard Agreement for Incarceration of City Prisoners ("Amendment") is made between Kitsap County, a Washington state municipal corporation ("County"), and the City of Port Orchard, a Washington state municipal corporation ("Contract Agency").

In consideration of the mutual benefits and covenants contained herein, the parties agree that Kitsap County Contract No. KC-249-17 ("Agreement"), shall be amended as follows:

1. Section 22 (Duration) is amended to extend the termination date of the Contract to December 31, 2024.
2. Insurance. If this Amendment extends the expiration date of the Agreement, then the Contract Agency shall provide an updated certificate of insurance and endorsement evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contract Agency shall submit the certificate of insurance to: Kitsap County Jail Administration, 614 Division Street, MS-33, Port Orchard, Washington 98366.
3. Terms Unchanged. Except as expressly provided in this Amendment, all other terms and conditions of the Agreement, and any subsequent amendments, addenda, or modifications thereto remain in full force and effect.
4. Counterparts/Electronic Signature. The Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
5. Authorizations. The signatories to this Amendment represent that they have been appropriately authorized to execute this Amendment on behalf of the Party for whom they sign, and that no further action or approvals are necessary before its execution.

(Signatures on next page)

DATED this ____ day of _____, 202__

DATED this ____ day of _____, 202__

CITY OF PORT ORCHARD

KITSAP COUNTY SHERIFF'S OFFICE

Robert Putaansuu, Mayor

John Gese, Sheriff

Brandy Wallace, City Clerk

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

DATED this ____ day of _____, 2024

KATHERINE T. WALTERS, Chair

CHRISTINE ROLFES, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Consent Agenda 4F
Subject: Adoption of a Resolution Establishing
Fee Schedules for Community Development
and Public Works

Meeting Date: December 12, 2023
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: The City periodically updates its adopted fee schedule to ensure that permittees are covering the costs of permit center operations. The last update to the fee resolution was April 2022. Many changes have occurred since the last fee schedule update including high rates of inflation, a new interlocal agreement with Kitsap County for Fire Marshal services for fireworks display, the City's ongoing use of consultants for building plan review and inspection services, and changes to the rates in the ICC Building Valuation Data (BVD) Table.

City Council reviewed the fee resolution at the November 21, 2023 Work Study Session, and as a result additional revisions were made to Tables 2 and 3, to clarify how permit fee and plan review fees are calculated for permit types listed in the tables.

Significant changes to the proposed fee resolution include:

- Adoption of the August 2023 BVD Table. The BVD Table currently being used is from February 2022. Building permit fees are based on project valuation by the square foot. This most recent table reflects increased construction cost valuations and will result in an increase to building permit and plan review fees. The amount of increase to the cost to build a 2,000 square foot house would be \$646.80. This additional revenue is needed to support recently approved employees being added to the building department and the City's increased use of consultants for plan review services.
- Fee added to reflect processing time when a Basic Plan review includes multiple elevations.
- Hourly rate charged for plan review by staff members when multiple revisions are submitted.
- Hourly rate charged for inspection fees as indicated in the fees tables.
- Adding the Fireworks Display fee to the Fire permit fee table.
- Updates to the City's refund policies.
- Establish fees for Fire Code permits, Underground Plumbing Only, and Modular Units Field Assembly.
- Clarification of charges for 3rd party consultant review for building and fire code permits when using the hourly rate.
- Fees added or increased to reflect processing time for code-related requirements:
 - Critical Areas Exemption Request increased from \$75 to \$135.
 - Minimum charge for work without a permit penalty increased from \$65 to \$75.

- Land Use and Development Regulations Amendment added @ \$500 (same as the fee for a Comprehensive Plan Amendment).
 - Published notifications fee added (\$300 each).
- Clarification of payment of outstanding Hearing Examiner fees.
- Clarification of notary services.
- Fees in Tables 2 and 3 revised to calculate on construction cost (bid price or materials x 2)

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends that the City Council vote to approve the updated City Fee Resolution as presented.

Motion for consideration: “I move to adopt a Resolution establishing fee schedules for the departments of Community Development and Public Works as presented.”

Fiscal Impact: Adopting a new fee resolution will increase building department revenues and ensure that the City has enough revenue for contract services for building plan review and inspection, and to ensure adequate staffing in the 2024 budget.

Alternatives: N/A

Attachments: Fee Resolution, Exhibit A (clean), Exhibit A (redline), current Fee Schedules (Res. No. 044-22).

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON
REPEALING AND REPLACING RESOLUTION NO. 044-22 AND
ESTABLISHING NEW FEE SCHEDULES FOR THE DEPARTMENTS OF
COMMUNITY DEVELOPMENT AND PUBLIC WORKS.**

WHEREAS, the City of Port Orchard is responsible for implementing land use regulations, planning and public works requirements, administering the building code, and other administrative duties; and

WHEREAS, the City incurs administrative costs associated with the implementation of city regulations and policies; and

WHEREAS, the City Council has adopted, through ordinance, regulations calling for the establishment of administrative fees to be set by resolution of the Council; and

WHEREAS, the City's current Community Development and Public Works Departments administrative fees were adopted on April 26, 2022, with an effective date of May 1, 2022, as set forth in Resolution No. 044-22; and

WHEREAS, the City Council deems it in the best interest of the City of Port Orchard to periodically review and update the City's administrative fees to ensure the fees are consistent with the services provided and cover the public cost of providing these services so that the public is not subsidizing individual benefits derived from public services; now, therefore,

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

THAT: Resolution No. 044-22 is hereby repealed in its entirety effective as of 11:59 pm on January 14, 2024.

THAT: The rates, fees and charges charged by the Community Development and Public Works Departments for the specified services are hereby adopted as set forth on Exhibit "A" attached hereto, which is adopted by this reference.

THAT: This Resolution shall become effective immediately upon passage, but the fees set forth on Exhibit "A" shall be levied beginning at midnight, 12:00 a.m., January 15, 2024.

THAT: Upon the approval of the City Attorney, the City Clerk is authorized to make any necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, numbering, section/subsection numbers and any reference thereto.

THAT: Provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

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

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

Exhibit A to Resolution XXX-23
FEE SCHEDULES FOR
DEPARTMENTS OF COMMUNITY DEVELOPMENT AND PUBLIC WORKS

A. General

1. No permit shall be issued, application accepted, service provided, or appeal filed without payment of the applicable fee set forth below.
2. Time of collection of fees.
 - a. Fees shall be collected at the times specified in the City Code or this Fee Resolution. If not specified, the minimum fee shall be collected at the time of application submittal. No application will be deemed "counter complete" until the fee due with the application has been received by the City.
 - b. For applications that are submitted online, the applicant can pay the fees electronically or may submit another form of payment in person or via U.S. Mail. The determination of whether a permit application is "counter complete" will be deferred for four business days following submittal of the online application submittal. If payment for the fees is not received by the City by the fourth business day, then the City will reject the application. In no case will the City take any steps to process an application until such time as the fees due with the application are received in full.
 - c. The City may bill an applicant and require payment for accrued fees at any time in the permit review process.
 - d. The final fees will be recalculated during review, and any additional amount due shall be collected prior to the issuance of the permit, approval, denial, decision or recommendation.
 - e. At the time an application or permit is denied or canceled, the final fee shall be determined and collected.
 - f. Any fee in excess of the final calculated fee shall be refunded pursuant to Refunds Table 25.
 - g. All outstanding fees shall be paid prior to scheduling or performing final inspections.
3. References to the director refer to the director of the Department of Community Development or his/her designee.
4. Some projects require more than one permit. A project may require the payment of numerous fees from the tables below.

B. Building, Plumbing, and Mechanical Fee Policies

1. No temporary or final certificate of occupancy will be approved or issued for a project with any outstanding fees on any permit associated with the project.
2. Some signs require a building permit in addition to a land use (sign) permit. In these instances, the permit fees are additive. When an applicant is required to obtain a sign permit and a building permit, separate fees are required for each permit.
3. The applicant for a permit shall provide an estimated construction cost at the time of application. The amount shall be the contractor's bid price, rounded up to the next whole dollar. For work not done by a contractor, the construction cost shall include the price of materials, plus the fair market value of any donated, contributed or found materials, multiplied by two (2). Construction cost calculated on 100 square feet shall be rounded up to the next 100 square feet for any portion thereof.
4. Single family home builders who wish to reuse a plan set to construct more than one home using the same plan set may do so by utilizing a "basic plan" review process. When an applicant wishes to establish a basic plan set for reuse, the plans shall initially be reviewed upon payment of the city's standard plan review fee. Once plan review is complete and if the City finds that the plans conform to the requirements of the Building Code, the plans shall be

approved as a basic plan set and marked as such for reuse. For each use of the plan, the applicant shall pay a reduced plan review fee as established in Table 3 in lieu of the full plan review fee. The use of an approved basic plan set shall have no effect on the building permit fee (only the building permit plan review fee). Plans may not be reused if the city's building code has been updated unless the plans have been re-reviewed (upon payment of the full plan review fee) and approved for conformance with the updated building code.

TABLE 1: Fee Calculations.

Permit fees and Plan Review fees shall be determined by using the calculations found in Table 1. Valuations shall be determined using the IBC Building Valuation Data Table (BVD) (currently the February August 2023 table as attached hereto) except as noted in the BVD Table and as otherwise set in Tables 2 and 3.

Fee calculations and set fees found in Tables 2 and 3 apply to:

1. Alterations or repairs to existing buildings, based on the construction cost as determined by either the contractor's bid price or construction materials x 2.
2. Processes with a fixed fee.
3. Processes with a fixed fee plus inspection fees.
4. Valuations base on square footage calculations which are not in the BVD Table.
5. Fees as a percentage of permit fee.

Total Valuation	FEES (Permit Fee = 100% Plan Review Fee = 65%)
\$1 to \$500	\$36.00
\$501 to \$2,000	\$36.00 for the first \$500 plus \$4.00 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$96.00 for the first \$2,000 plus \$17.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$487.00 for the first \$25,000 plus \$12.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$50,001 to \$100,000	\$787.00 for the first \$50,000 plus \$9.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,237.00 for the first \$100,000 plus \$7.00 for each additional \$1000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$4,037.00 for the first \$500,000 plus \$6.00 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$7,037.00 for the first \$1,000,000 plus \$5.00 for each additional \$1,000, or fraction thereof

TABLE 2:

Residential Single Family		
Building Permit Type	Amount	Unit of Measure
Unfinished Basement (Group R-3)	Apply construction cost to Table 1	Calculate construction cost at \$23.50 per Square foot
Finish an existing basement	Apply construction cost to Table 1	Construction cost (contract price or materials x 2)

Conversion of an existing garage to residential space	Apply construction cost to Table 1	Construction cost (contract price or materials x 2)
New Foundation only or under existing structure	Apply construction cost to Table 1	Calculate construction cost at \$13.04 per square foot
New garage, shed, barn, or pole building (attached or detached)	Apply construction cost to Table 1	Calculate construction cost at \$64.19 per square foot
New covered porch, covered deck;	Apply construction cost to Table 1	Calculate construction cost at \$21.07 per square foot
New deck, uncovered	Apply construction cost to Table 1	Calculate construction cost at \$13.04 per square foot
Alteration or addition to deck, uncovered	Apply construction cost to Table 1	Construction cost (contract price or materials x 2)
Alteration, repair, or addition to an existing covered porch or covered deck	Apply construction cost to Table 1	Construction cost (contract price or materials x 2)
New freestanding roof structures and carports, other than porch or deck	Apply construction cost to Table 1	Calculated construction cost at \$21.07 per square foot
Residential Interior Remodel	Apply construction cost to Table 1	Construction cost (contract price or materials x 2)

TABLE 3:

Miscellaneous Permit fees:		
Building Permit Type	Amount	Unit of Measure
Shoreline bulkhead walls	Apply construction cost to Table 1	Calculate construction cost at \$118.00 per Linear Foot
Demolition	\$75	Each
Fences over 6 feet in height	Apply construction cost to Table 1	Calculate construction cost at \$11.74 per Linear Foot
Garages or Carports, Multiple	Apply construction cost to Table 1	Calculate construction cost at \$64.19 per square foot
Retaining walls	Apply construction cost to Table 1	Calculate construction cost at \$19.67 per Linear Foot

Tank: Underground or Above Ground, Installation or Removal	Apply Construction Cost to Table 1	Construction cost (contract price or materials x 2)
Roof : Hot Mop/Cold Mop (flat roof)	Apply Construction Cost to Table 1	Calculate construction cost at \$90 per 100 SQ FT
Roof: Composition, Metal	Apply Construction Cost to Table 1	Calculate construction cost at \$70 per 100 SQ FT
Roof: Wood Shake	Apply Construction Cost to Table 1	Calculate construction cost at \$140 per 100 SQ FT
Roof: Concrete, Tile, Slate	Apply Construction Cost to Table 1	Calculate construction cost at \$140 per 100 SQ FT
Roof: Torch Down	Apply Construction Cost to Table 1	Calculate construction cost at \$90 per 100 SQ FT
Residential Misc.	Apply Construction Cost to Table 1	Construction cost (contract price or materials x 2)
Commercial Tenant Improvement and Misc.	Apply Construction Cost to Table 1	Construction cost (contract price or materials x 2)
Tenant Certificate of Occupancy for new business; All other C of O included in building permit fee.	\$75	Each
Revised Certificate of Occupancy for business name change, or business ownership change, or property ownership change.	\$60	Each
Manufactured or mobile home placed on lot or first time placement in MH park (Does not include porches, decks, or other added work covered under the IRC)	\$150	Each
Manufactured or mobile home replacement in MH park (Does not include porches, decks, or other added work covered under the IRC)	\$75	Each
Modular Units, Field Assembly	\$75.00. Inspection fees at the hourly rate will apply.	
Reactivation fee, for permit expired for less than one year, no plan changes	50% of original permit fee	
Work without a permit – penalty;	Double the permit fee, or \$75 minimum.	Violator must obtain the required permit and pay double the permit fee, or a \$75.00 minimum penalty if the permit fee is less than \$75.00.

Sign (when a building permit is required)	Apply Construction Cost to Table 1	Construction cost (contract or materials x 2)
Carport or Canopy, pre-fab kit installation	\$100	Each
Residential siding replacement: permit required when over 1000 sq. ft. or if any structural work is required (POMC 20.200.014)	Apply Construction Cost to Table 1	Calculate construction cost at \$70 per 100 SQ FT
Commercial siding replacement	Apply Construction Cost to Table 1	Calculate construction cost at \$70 per 100 SQ FT
Single Family Residential plan review using a basic plan on a site specific lot	\$225	For each use
Single Family Residential basic plan review, additional elevation(s) after the first one	\$225	Each additional elevation
Underground plumbing only	\$75.00. Inspection fees at the hourly rate will apply.	
Windows or Doors	Apply Construction Cost to Table 1	Construction cost (contract price or materials x 2)

Fire Code Permits

Fire Code permit projects may be reviewed by a consultant under contract services, depending on city staff workload.

Plan review fee submitted with the application may cover the consultant cost.

TABLE 4:

Fire Code Permit Fees:		
Fire Construction	Amount	Calculation
Fire Alarm, new	Construction cost (contract price or materials x 2)	Apply Table 1 to construction cost
Fire Alarm, minor modifications to existing	Construction cost (contract price or materials x 2)	Apply Table 1 to construction cost
Fire Sprinkler, new or major modification	Construction cost (contract price or materials x 2)	Apply Table 1 to construction cost
Fire Sprinkler, modifications 20 heads or fewer	Construction cost (contract price or materials x 2)	Apply Table 1 to construction cost
Fire Suppression System, Class 1 Hood and Duct	Construction cost (contract price or materials x 2)	Apply Table 1 to construction cost
Solar Panels: Solar energy/photovoltaic panel system roof mounted install per WAC 51-51-2300 Sec. M2302	\$235	each
Standpipe System	Construction cost (contract price or materials x 2)	Apply Table 1 to construction cost

Tank: Underground or Above Ground, Installation or Removal	Construction cost (contract price or materials x 2)	Apply Table 1 to construction cost
Fire Construction permits, other	Construction cost (contract price or materials x 2)	Apply Table 1 to construction cost
Fire Operational	Amount	Calculation
High Piled Storage	\$75.00 An inspection fee at the hourly rate will apply when an inspection is required.	
Temporary Tent or Membrane Structure	Permit required. No permit fee. Technology fee applies.	
Fire operational permits, other	\$75.00 An inspection fee at the hourly rate will apply when an inspection is required.	
Fireworks Display Permit	Pass through from Kitsap County ILA	
Mobile Food Preparation Vehicle	Technology fee applies.	

Plumbing Permit Fees

Plumbing permit fees shall be calculated using the commercial and residential schedules in Tables 5 and 6.

TABLE 5:

Commercial Plumbing Permit Fees		
Commercial Plumbing Fixtures	Fee	Per
Base Fee Applied to All Plumbing Permits	\$23.50	Flat Fee
Backflow protective device 2 inches or less	\$9.80	Each
Backflow protective device larger than 2 inches	\$15.00	Each
Clothes Washing Machine	\$9.80	Each
Dish Washer	\$9.80	Each
Drainage Pipe or Vent Pipe Repair or Alteration	\$9.80	Each
Drinking Fountain	\$9.80	Each
Floor Drain	\$9.80	Each
Hose Bibbs, each	\$1.00	Each
Industrial/Sand Oil Interceptor	\$9.80	Each
Grease Interceptor	\$9.80	Each
Lawn Sprinkler System with Backflow Device	\$9.80	Each
Medical Equipment / Kidney Machine	\$9.80	Each
Medical Gas, each additional outlet in excess of first 5	\$5.00	Each
Medical gas system up to 5 outlets	\$50.00	Each
Misc. Plumbing fixtures on one trap	\$9.80	Each
Roof Drain	\$9.80	Each
Sewer Line Repair and/or Replace, Exterior	\$50.00	Each
Sewer Pipe Change, Interior	\$9.80	Each
Sink (Lavatory, Kitchen, Mop, or Bar Sink)	\$9.80	Each
Floor Sink and /or Indirect Waste	\$9.80	Each
Multi - Compartment Sink	\$9.80	Each
Shampoo Sink w/interceptor	\$9.80	Each
Toilet, Water Closet, Bidet, or Urinal	\$9.80	Each
Tub with or without Shower, or Shower	\$9.80	Each
Water Heater	\$9.80	Each
Water Line Repair and/or Replace, Exterior	\$50.00	Each
Water Pipe Change, Interior	\$9.80	Each
Other	\$9.80	Each

TABLE 6:

Residential and Multi-Family Plumbing Permit Fees		
Residential Plumbing Fixtures	Fee	Per
Base Fee applied to all Plumbing Permits	\$23.50	Flat Fee
Clothes Washer	\$7.00	Each
Dishwasher	\$7.00	Each
Floor Drain	\$7.00	Each
Hose Bibb	\$1.00	Each
Hot Tub	\$14.80	Each
Lawn Sprinkler with backflow preventer	\$7.00	Each
Sewer Line Repair and/or Replace, Exterior	\$50.00	Each
Sewer Pipe Change, Interior	\$7.00	Each
Sink (Lavatory, Kitchen, Mop)	\$7.00	Each
Tub with or without shower, or shower	\$7.00	Each
Toilet, Bidet or Urinal	\$7.00	Each
Water Heater	\$7.00	Each
Water Line Repair and/or Replace, Exterior	\$50.00	Each
Water Pipe Change, Interior	\$7.00	Each
Other	\$7.00	Each

Mechanical Permit Fees

Mechanical permit fees shall be calculated using the commercial and residential schedules in Tables 7 and 8.

TABLE 7:

Commercial Mechanical Permit Fees		
Commercial Mechanical Fixtures	Fee	Per
Mechanical Permit Base Fee	\$23.50	Flat Fee
Air-Handling Unit < 10,000 CFM	\$14.80	Each
Air-Handling Unit > 10,000 CFM	\$18.10	Each
Type 1 Hood & Duct Systems	\$10.65	Each
Type 2 Hood & Duct Systems	\$10.65	Each
Clothes Dryer with exhaust	\$10.65	Each
Compressors	\$14.70	Each
Cook stove only	\$10.65	Each
Ducting Change without New Furnace	\$13.70	Each
Evaporative Coolers, permanently installed	\$10.65	Each
Fan for Bath and/or Exhaust Fan	\$7.25	Each
Commercial Furnace & Ducting < 100,000 btu	\$14.80	Each
Commercial Furnace & Ducting > 100,000 btu	\$18.20	Each
Combo Gas pipe / Water Heater / Furnace	\$35.45	Each
Fuel System Outlets in excess of the first 4	\$2.00	Each
Fuel Pipe System LPG, Natural Gas, OIL (first 4 outlets)	\$10.65	Each
Miscellaneous Mechanical Equipment	\$10.65	Each
Mechanical System Pumps (Misc.)	\$10.65	Each
Radiant Heat Units (wall, ceiling, floor, recessed, etc.)	\$10.65	Each
Unit Heater, Suspended or Floor Mount	\$14.80	Each
Gas Water Heater Vent & Combustion Air	\$10.65	Each
Propane tank over 2000 gallons	\$10.65	Each

TABLE 8:

Residential and Multi-Family Mechanical Permit Fees		
Residential Mechanical Fixtures	Fee	Per
Air conditioning, separate install from furnace	\$14.80	Each
Base Fee applied to all Mechanical Permits	\$23.50	Flat Fee
Bath Fan and/or Exhaust Fan	\$7.25	Each
Clothes Dryer w/exhaust	\$10.65	Each
Cook Stove w/exhaust	\$10.65	Each
Fireplace - Gas or Gas log inserts	\$12.00	Each
Fireplace - Wood or Wood Stove	\$12.00	Each
Furnace – Electric, +/- AC, Heat Pump, ducting	\$14.80	Each
Furnace Natural Gas +/- Ducting	\$14.80	Each
Furnace Propane +/- Ducting	\$14.80	Each
Fuel Pipe System LPG, Natural Gas, Oil	\$10.00	Each
Gas pipe stub-out	\$10.65	Each
Gas Water heater, Vent and Combustion Air	\$10.65	Each
Generator	\$10.65	Each
Heater, Wall or Baseboard	\$10.65	Each
Mini Split System, AC and/or Heat	\$14.80	Each
Misc. Mechanical Equipment	\$10.65	Each
Propane Fuel Tank Under 2000 Gallons	\$10.65	Each

C. Planning and Land Use Fees

The planning and land use permit fees listed in the tables below shall be paid at the time an application is submitted to the city unless otherwise specified.

TABLE 9:

Subdivisions	
Short Subdivision, Preliminary	\$1,200
Short Subdivision, Final	\$700
Short Subdivision, Preliminary, or Alteration	\$600
Short Subdivision, Final, Vacation or Alteration	\$500
Preliminary Subdivision Plats 10-20 lots	\$2,100 plus Hearing Examiner Fee
Preliminary Subdivisions Plats 21+ Lots	\$2,100 + \$50 Per Lot plus Hearing Examiner Fee
Minor Modifications to a Preliminary Plat	\$600
Major Modifications to a Preliminary Plat, 5-20 lots	\$2,100 plus Hearing Examiner fees
Major Modifications to a Preliminary Plat, 21+ lots	\$2,100 + \$50 per lot plus Hearing Examiner fees
Boundary Line Adjustment	\$300
Final Plat	\$1,100 + 50 Per Lot
Final Plat, vacation or alteration	\$1,100 + \$50 per lot plus Hearing Examiner fees
Binding Site Plan, Preliminary	\$1,200
Binding Site Plan, Preliminary, Alteration	\$500
Binding Site Plan, Final	\$700
Binding Site Plan, Final, Alteration or Vacation	\$500

TABLE 10:

SEPA	
Project Checklist Review and Threshold Determination	\$300
Non-Project Checklist Review and Threshold Determination	\$300
Environmental Impact Statement Preparation	Actual Cost, See SEPA Ord.
Environmental Impact Statement Review	Actual Cost, See SEPA Ord.

TABLE 11:

Shoreline Permits	
Administrative Shoreline Substantial Development Permit	\$600
Shoreline Substantial Development Permit	\$900 plus Hearing Examiner Fee
Shoreline Exemption (Letter)	\$150
Shoreline Conditional Use Permit	\$1,275 plus Hearing Examiner Fee
Administrative Shoreline Conditional Use Permit	\$600
Shoreline Variance	\$1,275 plus Hearing Examiner Fee
Administrative Shoreline Variance	\$600

TABLE 12:

Land Use Permits	
Conditional Use Permit	\$1,375 plus Hearing Examiner Fee
Critical Areas Exemption Request	\$135
Critical Areas Exception	\$1,275 plus Hearing Examiner Fee
Critical Areas Variance	\$1,275 plus Hearing Examiner Fee
Modification to Overlay District Boundaries	\$1,275 plus Hearing Examiner Fee
Rezone (without Comp Plan Amendment)	\$1,375 plus Hearing Examiner fee
Temporary Use Permit	\$150
Temporary Use Permit Extension	\$150
Variance, Administrative	\$300
Variance	\$1,275 plus Hearing Examiner Fee
Variance, View Protection Overlay District	\$1,275 plus Hearing Examiner fee

TABLE 13:

Other Review	
Request for a statement of restrictions per RCW 35.21.475	\$75
Accessory Dwelling Units	\$75
Administrative Interpretation (POMC Chapter 20.10)	\$75 minimum, an additional deposit may be required if city attorney review is required, any city attorney expenses related to an application for an administrative application shall be paid by the applicant prior to issuance of a decision
Nonconforming Use	\$150
Pre-Application Meeting	\$150 (100% is credited to a subsequent related land use application if filed within 12 months)

Development Agreements	\$1,000 Applied to the city's costs including city attorney fees regardless of whether a development agreement is approved
Comp Plan Amendment (Text)	\$500
Comp Plan Amendment (Map)	\$1,875
Land Use and Development Regulations Amendment (Text)	\$500
Forest Practices Application (Local Approval)	\$300
Pre-Submittal Design Review	\$150 (up to 100% credited to a subsequent related permit application if filed within 12 months)
Tax Abatement Exemption Application	\$1,500
Zoning Verification Letter	\$75

Signs Permits

Signs may also require a building permit. See Section B.2 and Table 3.

TABLE 14:

Sign Permits	
A-Board Sign	\$25
Permanent Sign	\$50
Master Sign Plan Permit	\$300
Placement of WSDOT directional sign	\$75
Sign Variance	\$300

D. Public Works Department Fees

The Public Works Department permit fees listed in the tables below shall be paid at the time an application is submitted to the city unless otherwise specified.

TABLE 15:

Public Works Department Permits and Fees		
Public Works	Cost	Note
Minor Land Disturbing Activity Review and Permit (disturbances of less than 1,000 square feet)	\$50	No more than one minor LDAP may be issued for the same property (parcel and/or address) in any 365 day period.
Land Disturbing Activity Permit Plan Review	\$100 base fee, plus \$100 for the first acre of disturbance + \$25 for each additional acre of Disturbance above 1 acre. Area to be rounded up to the next higher acre. \$100 minimum fee.	(Paid at the time of application submittal – covers Land Disturbing Activity plan review costs). Acres of disturbance should be rounded up to the nearest acre.

Land Disturbing Activity Permit	\$100 for the first acre of disturbance + \$50 for each additional acre of Disturbance above 1 acre. Area to be rounded up to the next higher acre. \$100 minimum fee.	(Paid at time of permit issuance – covers Land Disturbing inspection costs). Acres of disturbance rounded up to the nearest acre.
Stormwater Drainage Permit Plan Review	\$100 for the first 3,000 square feet of new and replaced hard surface to be constructed + \$25 for each additional 3,000 square feet or fraction thereof of hard surface to be constructed. \$100 minimum fee.	(Paid at the time of application submittal – covers hard surface and stormwater improvement plan review costs).
Stormwater Drainage Permit	\$100 for the first 3,000 square feet of new and replaced hard surface to be constructed + \$50 for each additional 3,000 square feet or fraction thereof of hard surface to be constructed. \$100 minimum fee.	Stormwater Drainage Permit (Paid at time of permit issuance – covers hard surface and stormwater inspection costs)
Street Use Permit Application Fee	\$50	
Tree cutting permit	\$50	
Latecomer Agreement Review Fee	\$500 Deposit	The applicant shall pay the actual fee, including city attorney costs, for preparing the latecomer agreement
ROW Permit, Tier 1	\$50	For uses which do not include the physical disturbance of the right-of-way.
ROW Permit, Tier 2	\$230	For activities which alter the appearance, or disturb the surface or sub-surface, or allow long term use of the right-of-way.
Work without a Permit – Penalty	Double the permit fee, or \$75 minimum.	Violator must obtain the required permit and pay double the permit fee or a \$75.00 minimum penalty if the permit fee is less than \$75.00.

TABLE 16:

Street Vacations	
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Street Vacation Petition Fee	\$120
Street Vacation Appraisal Fee (Refundable Deposit)	\$500 Deposit, Petitioner shall pay the actual cost of the appraisal.

TABLE 17:

Impact Fee Deferrals (POMC 20.182.110(4))	
Application for Impact Fee Deferral	\$300 minimum
Lien release for Impact Fee Deferral	\$300 minimum

TABLE 18:

Residential Parking Permits	
Residential Parking Permit	\$10
Replacement Parking Permit	\$5
Temporary Residential Parking Permit	\$10
Bed and Breakfast Parking Permit	\$10

Concurrency (POMC 20.180)

1. Concurrency (Capacity Reservation Certificate) applications fees shall be based on the following table. Each type of application (Transportation, Water, or Sewer) shall include payment of an application fee (A) plus any consultant fees charged to the city (B) for concurrency review as applicable.
2. The Director of Public Works shall make all determinations as to whether an application is to be reviewed by the city or to be sent to the consultant for review.
3. When consultant review is required, the applicant shall pay the actual fee incurred by the city. Any balance owed shall be paid prior to the issuance of a concurrency certificate.

TABLE 19: Concurrency Review

Type of Review	A Application Fee (also the total review fee for applications reviewed in house by the City)	B Review Performed by Consultant: A scope and fee shall be obtained from the Consultant after the application is received.
Transportation	\$150	Either Tier 1 (limited review) or Tier 2 (full review) fixed fees listed in consultant fee schedule. For projects that do not fit the categories, the fee will be determined on PM peak hour trip generation, or as determined in a not-to-exceed task order.
Water	\$150	The applicant shall pay the amount shown in the scope and fee provided by the City's Consultant.
Sewer	\$150	The applicant shall pay the amount shown in the scope and fee provided by the City's Consultant.

E. Hourly Rates.

A minimum of one hour shall be charged per staff member when using the hourly rates. Additional charges shall be by the quarter hour per staff member.

Plan review fees shall apply to the third and any subsequent submittals when plans are revised prior to approval. The fee shall be equal to the hourly rate for all staff performing the review, or the full permit plan review fee, whichever is less.

Plan review fees shall apply to revisions to plans or documents which were previously reviewed and approved. The fee shall be equal to the hourly rate for all staff performing the review, or the full permit plan review fee, whichever is less.

When an inspection fee is designated in the fee tables as additional on a permit, the fee shall be equal to the hourly rate for reinspection, with a minimum of one hour. Additional charges shall be by the quarter hour per inspection.

The hourly rates shall be used to calculate deductions to refunds.

A Reinspection fee is charged at the hourly rate for reinspection after the same inspection fails for the second time.

TABLE 20.

Type	Hourly Rate	Notes
Plan Review, Building/Fire	\$75	
Plan Review, Planning - DCD	\$75	
Plan Review, Engineering – Public Works	\$85	
Administrative, Permit Center	\$60	
Reinspection, Building/Fire	\$75	After two prior inspections for same work
Reinspection, Public Works	\$75	After two prior inspections for same work
Reinspection, Planning	\$75	After two prior inspections for same work
Inspections outside of normal business hours, Public Works	Hourly rate x 1.5 \$75	Minimum charge: 2 hours
Alternate methods and materials review, Building	\$75	

F. Work by Outside Consultants: Building and Fire Codes.

1. The jurisdiction may send permit applications to third-party consultants for plan review. The plan review fee paid as described in Section B covers the City's consultant cost, except for the following reviews:
 - a. Third and subsequent submittals. The applicant shall pay the actual hourly costs as listed in table 21 for all 3rd and subsequent submittals.
 - b. Projects with total valuation exceeding \$10,000,000, or projects of a significant complexity that require outside review such as courthouses, schools, hospitals as determined by the Building Official. For projects as described in this subsection, the initial plan review fee shall be applied to the 3rd party consultant review fee. If that

fee is inadequate to fully pay the actual plan review fee then the applicant shall be billed for the additional cost as described in subsection 3 below.

2. The city may provide inspections by contracted services. Permit fees cover the consultant's inspection charges except for afterhours inspection.
3. The plan review fees and afterhours inspection fees as described in Sections 1 and 2 shall be billed at the rates provided in table 21.
4. The fees charged listed in table 21 shall be based on an hourly rate must be paid in full prior to the issuance of the permit, approval, denial, decision or recommendation, final inspection, or issuance of Certificate of Occupancy, as applicable to the type of permit and when the work is performed.
5. When the hourly rate is used for consultants, the fee may be rounded to the quarter hour.

TABLE 21. Building and Fire Code: Consultant Services Hourly Rates.

Types listed represent the most frequently used rates. Note that a Technician's time is often included with plan review, and will be reflected when billing at an hourly rate.

Type	Rate	Notes
Plan Review, 3 rd and subsequent reviews	\$110 / hour	Subject to current contract
Plan Review, revisions to approved plans	\$110 / hour	Subject to current contract
Fire Code Plan Review: Reviewer	\$110 / hour	Subject to current contract
Technician	\$85 / hour	Subject to current contract
Inspections, outside of normal business hours	\$120 / hour	Subject to current contract

G. Work by Outside Consultants: Other Services.

The applicant shall be required to pay the actual cost of 3rd party review by qualified consultants under contract with the city.

1. Special Reports Review.

- a. When an application includes the submittal of special reports and/or plans such as habitat management plans, geotechnical reports, or traffic impact analyses requiring review beyond the capabilities of city staff, the city will obtain a fee estimate from its consultant for the scope of work, and provide that estimate to the applicant for payment to the city. The city shall authorize the consultant to proceed once the payment has been received.
- b. If additional special review by the consultant is required, and amended scope of work and new estimate shall be obtained by the city for payment by the applicant before the additional work by the consultant can proceed.
- c. If the consultant's fee total is less than the full amount paid by the applicant, the remainder shall be refunded according to section K. and table 25.

2. Alternative Forms Review.

When the applicant proposes to use an alternative form instead of the city's standard approved form, the city may request review by the city attorney of the alternative form if a legal determination is required to ensure that the language in the proposed form adequately addresses the city's interests. The cost of review shall be paid by the applicant at the attorney's hourly rate.

H. Appeal Fees.

Fees are collected when the appeal is filed. Any appeal statement must be filed on the deadline established in the City's code relating to the specific appeal, together with a certified check in the amount of the appeal fee.

If the City Council is the decision-maker on the appeal, only the appeal fee shall be charged.

If any appellant believes that the payment of the appeal fee creates a financial hardship, it shall submit a request for an appeal waiver with the appeal statement on or before the deadline established in the City's code relating to the specific appeal. This request for an appeal waiver shall describe the appellant's financial situation and why payment of the appeal fee creates a financial hardship. As an example, the appellant may provide evidence that the appellant resides in a low-income household, which would include a single person, family or unrelated persons living together, whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for Kitsap County.

TABLE 22:

Appeal Type	Appeal Body	Amount
Abatement	Hearing Officer	\$100
Building Code	Building Board of Appeals (BBOA)	\$450
Concurrency Denial	Public Works Director	\$100
Development Agreement	Same as underlying permit or associated legislative approval	Depends on underlying permit.
Director's Code Interpretation	Superior Court	Appeals and any associated fees go directly to Superior Court.
Fire Authority's Decision	Building Board of Appeals (BBOA)	\$450
Illicit Discharge Detection and Elimination (IDDE) Notice and Order, revocation of permit, or assessment of costs of abatement	City Council	\$450
IDDE Appeal, independent consultant services	City Council	Consultant services, actual costs to be paid. See Section F for consultant fees.
Impact Fee Amount Reconsideration	Director	\$100
Impact Fee Amount Established Upon Reconsideration by the Director	Hearing Examiner	\$450
Impact Fee Credit Reconsideration	Director	\$100
Impact Fee Credit Established Upon Reconsideration by the Director	Hearing Examiner	\$450

SEPA Appeal	Same as underlying permit	\$450
Street Use Permit	Hearing Examiner	\$100
Type I, Director's Decision	Superior Court	Appeals and any associated fees go directly to Superior Court.
Type II Permit	Hearing Examiner	\$450.
Type II Permit, Deposit for a certified transcription of hearing for appeal from Hearing Examiner's decision	Hearing Examiner	Deposit is based on fee estimate from transcription service. After the final invoice, any remainder of the deposit shall be refunded. Any fees in excess of the deposit shall be paid by the applicant.
Type II Permit, appeal of Hearing Examiner's appeal decision	Superior Court	Appeals and any associated fees go directly to Superior Court.
Type III permit, appeal of Hearing Examiner's decision	Superior Court	Appeals and any associated fees go directly to Superior Court.

I. Hearing Examiner Fees.

Hearing Examiner fees (excluding appeals to the Hearing Examiner) shall be the Hearing Examiner's actual costs, plus an administrative fee.

Fees and deposits are required to be paid when the application is submitted.

Hearing examiner fees will be secured from the deposited amount and any remainder shall be refunded to the applicant at the end of the appeal period.

Hearing Examiner fees in excess of the deposit amount will be billed to the applicant. The outstanding Hearing Examiner fees shall be paid by the applicant after notification of the amount due. Subsequent permits related to the hearing examiner decision may be withheld until hearing examiner fees are paid.

City projects which require Hearing Examiner services are exempt from the deposit requirement. Instead, the bill from the Hearing Examiner shall be routed to the appropriate department for payment.

TABLE 23:

Type	Amount
TYPE III Hearing, Administrative fee	\$250 (non-refundable)
Type III Hearing, deposit	\$3,000 deposit
Appeal fee, for appeal of Hearing Examiner decision	See Table 22. Appeal Fees
Appeal fee, for appeals to the Hearing Examiner	See Table 22. Appeal Fees.

J. Other Fees.

TABLE 24:

Other Fees	
Electronic documents on digital storage media or devices	Actual cost
Photocopies, 8 ½ x 11	\$0.15 per page
Public Notice signs	Actual cost + 25%
Published Notice in the city's official newspaper for Notice of Application, Notice of Hearing, SEPA Notice	\$300 each
Mailing fee for Developer's issued permit package	USPS Priority Flat Rate + 25%
Technology Fee, for each permit application entered in the electronic permitting system.	\$10 (non-refundable, unless due to city oversight)
The applicant is responsible for paying recording fees for permit-related documents required to be recorded with the Kitsap County Auditor.	Actual cost of recording is paid directly to the County Auditor.
Posted Stop Work	\$75 for each occurrence on a permitted project. (See Work Without a Permit penalty for non-permitted work)
Notary Service for signatures on permit application documents, including sureties.	\$10 per stamp

K. Refunds.

The applicant may request a refund when an application or permit is cancelled or withdrawn. Refunds may also be requested when a fee is overpaid. Refund requests must be submitted using the Permit Center's refund request form.

Refund requests must be made within one year of the original payment date.

Refund requests must be made prior to the expiration of the permit or application.

Overpayment of a fee or fees paid on a cancelled or withdrawn application shall not be credited to another fee owed on the subject application or other associated applications or permits.

Refunds shall be issued as authorized by the director.

Prior to release of any refund,

- All fees or charges owed on the subject application or permit will be deducted.
- Expended staff hours for application review, processing or inspection will be deducted. Staff hours shall be calculated at the hourly rate in Table 20.

The following items shall not be eligible for refund, unless applied incorrectly:

- Technology fee.
- Plan review fees once the permit has been issued.
- Charges for work without a permit.

- Convenience fee for credit/debit card payment.
- Public Notice signs if posted on the property.
- Consultant fee after work has been performed.

TABLE 25:

Type	Amount
Plan Review fees for withdrawn, cancelled or returned building or fire permit application prior to issuing a permit:	Expended staff hours shall be deducted. No refund shall exceed 80% of the plan review fee.
Building or Fire Permit Fees:	If the permit fee was paid and the application cancelled or withdrawn prior to issuance, 100% of the permit fee may be refunded provided no staff hours have been expended for inspections or preparing the permit for issuance. Expended staff hours shall be deducted after a permit has been issued. No refund shall exceed 80% of the permit fee after a permit has been issued.
Land Use Permit/Application Fees:	Expended staff hours shall be deducted. No refund shall exceed 80% of the initial application fee.
Plan Review fees for withdrawn, cancelled or returned Public Works LDAP or SDP permit applications prior to issuing a permit:	Expended staff hours shall be deducted. No refund shall exceed 80% of the plan review fee.
LDAP or SDP Permit Fees:	If the permit fee was paid and the application cancelled or withdrawn prior to issuance, 100% of the permit fee may be refunded. Expended staff hours shall be deducted after a permit has been issued. No refund shall exceed 80% of the permit fee after a permit has been issued.
Consultant Fees	If consultant fees are less than the initial estimate, the remainder shall be refunded after the consultant work is completed.

Building Valuation Data – August 2023

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs^{a, b, c}

Group (International Building Code)	IA	B	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	335.89	324.58	316.94	304.93	286.87	278.00	295.62	266.02	257.55
A-1 Assembly, theaters, without stage	307.39	296.08	288.44	276.42	258.37	249.50	267.12	237.51	229.05
A-2 Assembly, nightclubs	269.94	261.93	254.48	245.85	230.56	223.99	237.02	209.57	202.79
A-2 Assembly, restaurants, bars, banquet halls	268.94	260.93	252.48	244.85	228.56	222.99	236.02	207.57	201.79
A-3 Assembly, churches	311.88	300.57	292.93	280.91	263.30	254.43	271.60	242.45	233.98
A-3 Assembly, general, community halls, libraries, museums	266.07	254.76	246.12	235.10	216.33	208.46	225.80	195.47	188.01
A-4 Assembly, arenas	306.39	295.08	286.44	275.42	256.37	248.50	266.12	235.51	228.05
B Business	260.69	251.13	241.86	231.65	210.99	202.73	222.56	186.21	177.81
E Educational	273.46	263.96	255.62	245.04	228.69	217.00	236.61	200.36	193.94
F-1 Factory and industrial, moderate hazard	160.20	152.78	143.34	138.64	123.55	117.41	132.48	102.44	95.93
F-2 Factory and industrial, low hazard	159.20	151.78	143.34	137.64	123.55	116.41	131.48	102.44	94.93
H-1 High Hazard, explosives	149.46	142.04	133.60	127.90	114.12	106.97	121.74	93.00	N.P. ^c
H234 High Hazard	149.46	142.04	133.60	127.90	114.12	106.97	121.74	93.00	85.50
H-5 HPM	260.69	251.13	241.86	231.65	210.99	202.73	222.56	186.21	177.81

I-1 Institutional, supervised environment	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
I-2 Institutional, hospitals	434.15	424.59	415.32	405.12	383.35	N.P. °	396.02	358.57	N.P. °
I-2 Institutional, nursing homes	302.01	292.45	283.18	272.97	253.83	N.P. °	263.88	229.05	N.P. °
I-3 Institutional, restrained	295.86	286.31	277.03	266.83	247.95	238.69	257.74	223.17	212.77
I-4 Institutional, day care facilities	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
M Mercantile	201.37	193.36	184.91	177.28	161.72	156.15	168.45	140.73	134.95
R-1 Residential, hotels	264.67	255.41	246.77	238.13	218.35	212.40	238.17	196.75	190.67
R-2 Residential, multiple family	221.32	212.06	203.42	194.78	175.96	170.01	194.82	154.36	148.28
R-3 Residential, one- and two-family ^d	209.61	203.74	198.94	195.12	188.41	181.45	191.77	175.86	165.67
R-4 Residential, care/assisted living facilities	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
S-1 Storage, moderate hazard	148.46	141.04	131.60	126.90	112.12	105.97	120.74	91.00	84.50
S-2 Storage, low hazard	147.46	140.04	131.60	125.90	112.12	104.97	119.74	91.00	83.50
U Utility, miscellaneous	114.09	107.37	99.89	95.60	85.13	79.54	90.99	67.39	64.19

- a. Private Garages use Utility, miscellaneous
b. For shell only buildings deduct 20 percent

- c. N.P. = not permitted
d. Unfinished basements (Group R-3) = \$23.20 per sq. ft.

EXHIBIT A – SCOPE OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

As-Requested Building, Plumbing, Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

As-Requested Remote Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Remote Plan Conveyance

- ✓ Electronic plan submittals will be reviewed and returned electronically
- ✓ Applicant will submit number of hardcopies required by Municipality
- ✓ Consultant will return plans and supporting documents

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Inspectors will be dispatched on an as-requested basis
- ✓ Consultant representative(s) will be available by phone and email

Deliverables	
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment
PLAN REVIEW	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents

Port Orchard, WA-2024 Fees & Deliverables

TURNAROUND TIMES	Project Type:	First Comments	Second Comments
	✓ Single-family within	10 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less

4. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2025 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services <ul style="list-style-type: none"> Building, Mechanical, Plumbing 	\$114.00 per hour – one (1) hour minimum
Plan Review Services – Residential & Commercial: Initial plan review Up-to two (2) re-reviews <ul style="list-style-type: none"> Excludes fire review 	55% of Municipal Plan Check Fee as established by ordinance or resolution
Additional Plan Review Fee – Residential & Commercial: <ul style="list-style-type: none"> After two (2) re-reviews Other Building Plan Reviews not listed or changes to previously approved plans. Stand-alone mechanical or plumbing permits Meetings of plans examiner outside of plan review % of fee plan review work. 	\$120.00 per hour – one (1) hour minimum
Fire Plan Review Services	\$162.00 per hour – one (1) hour minimum
Pre-Submittal Meetings	\$130.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$162.00 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	\$135.00 per hour – two (2) hour minimum
Hourly time tracked will start when Consultant checks in at Municipality or first inspection site.	

**FEE SCHEDULES FOR
DEPARTMENTS OF COMMUNITY DEVELOPMENT AND PUBLIC WORKS**

A. General

1. No permit shall be issued, application accepted, service provided, or appeal filed without payment of the applicable fee set forth below.
2. Time of collection of fees.
 - a. Fees shall be collected at the times specified in the City Code or this Fee Resolution. If not specified, the minimum fee shall be collected at the time of application submittal. No application will be deemed "counter complete" until the fee due with the application has been received by the City.
 - b. For applications that are submitted online, the applicant can pay the fees electronically or may submit another form of payment in person or via U.S. Mail. The determination of whether a permit application is "counter complete" will be deferred for four business days following submittal of the online application submittal. If payment for the fees is not received by the City by the fourth business day, then the City will reject the application. In no case will the City take any steps to process an application until such time as the fees due with the application are received in full.
 - c. The City may bill an applicant and require payment for accrued fees at any time in the permit review process.
 - d. The final fees will be recalculated during review, and any additional amount due shall be collected prior to the issuance of the permit, approval, denial, decision or recommendation.
 - e. At the time an application or permit is denied or canceled, the final fee shall be determined and collected.
 - f. Any fee in excess of the final calculated fee shall be refunded pursuant to Refunds Table 25.
 - g. All outstanding fees shall be paid prior to scheduling or performing final inspections.
3. References to the director refer to the director of the Department of Community Development or his/her designee.
4. Some projects require more than one permit. A project may require the payment of numerous fees from the tables below.

B. Building, Plumbing, and Mechanical Fee Policies

1. No temporary or final certificate of occupancy will be approved or issued for a project with any outstanding fees on any permit associated with the project.
2. Some signs require a building permit in addition to a land use (sign) permit. In these instances, the permit fees are additive. When an applicant is required to obtain a sign permit and a building permit, separate fees are required for each permit.
3. The applicant for a permit shall provide an estimated construction valuecost at the time of application. The amount shall be the contractor's bid price, rounded up to the next whole dollar. For work not done by a contractor, the construction valuecost shall include the price of materials, plus the fair market value of any donated, contributed or found materials, multiplied by two (2). Construction valuecost calculated on 100 square feet shall be rounded up to the next 100 square feet for any portion thereof.
4. Single family home builders who wish to reuse a plan set to construct more than one home using the same plan set may do so by utilizing a "basic plan" review process. When an applicant wishes to establish a basic plan set for reuse, the plans shall initially be reviewed upon payment of the city's standard plan review fee. Once plan review is complete and if the City finds that the plans conform to the requirements of the Building Code, the plans shall be

approved as a basic plan set and marked as such for reuse. For each use of the plan, the applicant shall pay a reduced plan review fee as established in Table 3 in lieu of the full plan review fee. The use of an approved basic plan set shall have no effect on the building permit fee (only the building permit plan review fee). Plans may not be reused if the city's building code has been updated unless the plans have been re-reviewed (upon payment of the full plan review fee) and approved for conformance with the updated building code.

TABLE 1: Fee Calculations.

Permit fees and Plan Review fees shall be determined by using the calculations found in Table 1. Valuations shall be determined using the IBC Building Valuation Data Table (BVD) (currently the February ~~August~~ 2023~~30~~ table as attached hereto) except as noted in the BVD Table and as otherwise set in Tables 2 and 3.

Fee calculations and set fees found in Tables 2 and 3 apply to:

1. Alterations or repairs to existing buildings, based on the construction cost as determined by either the contractor's bid price or construction materials x 2.
2. Processes with a fixed fee.
3. Processes with a fixed fee plus inspection fees.
4. Valuations base on square footage calculations which are not in the BVD Table.
- 1-5. Fees as a percentage of permit fee.

Total Valuation	FEES (Permit Fee = 100% Plan Review Fee = 65%)
\$1 to \$500	\$36.00
\$501 to \$2,000	\$36.00 for the first \$500 plus \$4.00 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$96.00 for the first \$2,000 plus \$17.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$487.00 for the first \$25,000 plus \$12.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$50,001 to \$100,000	\$787.00 for the first \$50,000 plus \$9.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,237.00 for the first \$100,000 plus \$7.00 for each additional \$1000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$4,037.00 for the first \$500,000 plus \$6.00 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$7,037.00 for the first \$1,000,000 plus \$5.00 for each additional \$1,000, or fraction thereof

TABLE 2:

Residential Single Family		
Building Permit Type	Amount	Unit of Measure
Unfinished Basement (Group R-3)	<u>Apply construction cost to Table 1</u> \$23.50	<u>Calculate construction cost at \$23.50 per</u> Square foot
Finish an existing basement	<u>Apply construction cost to Table 1</u> \$82.95	<u>Construction cost (contract price or materials x 2)</u> square foot

Conversion of an existing garage to residential space	<u>Apply construction cost to Table 1</u> <u>\$59.79</u>	<u>Construction cost (contract price or materials x 2) square foot</u>
New Foundation only or under existing structure	<u>\$13.04</u> <u>Apply construction cost to Table 1</u>	<u>Calculate construction cost at \$13.04 per square foot</u>
New garage, shed, barn, or pole building (attached or detached)	<u>Apply construction cost to Table 1</u> <u>\$60.43</u>	<u>Calculate construction cost at \$64.19 per square foot</u>
<u>New</u> € covered porch, covered deck; new, alteration, repair, or cover added	<u>\$21.07</u> <u>Apply construction cost to Table 1</u>	<u>Calculate construction cost at \$21.07 per square foot</u>
New, repair, or alteration or addition to deck, uncovered	<u>\$13.04</u> <u>Apply construction cost to Table 1</u>	<u>Calculate construction cost at \$13.04 per square foot</u>
<u>Alteration or addition to deck, uncovered</u>	<u>Apply construction cost to Table 1</u>	<u>Construction cost (contract price or materials x 2)</u>
<u>Alteration, repair, or addition to an existing covered porch or covered deck</u>	<u>Apply construction cost to Table 1</u>	<u>Construction cost (contract price or materials x 2)</u>
New, remodel, or repairs to freestanding roof structures and carports, other than porch or deck	<u>\$21.07</u> <u>Apply construction cost to Table 1</u>	<u>Calculated construction cost at \$21.07 per square foot</u>
Residential Interior Remodel	<u>\$19.67</u> <u>Apply construction cost to Table 1</u>	<u>Construction cost (contract price or materials x 2) square foot</u>

TABLE 3:

Miscellaneous Permit fees:		
Building Permit Type	Amount	Unit of Measure
Shoreline bulkhead walls	\$118 <u>Apply construction cost to Table 1</u>	<u>Calculate construction cost at \$118.00 p</u> <u>Per Linear Foot</u>
Demolition	\$75	Each
Fences over 6 feet in height	<u>\$11.74</u> <u>Apply construction cost to Table 1</u>	<u>Calculate construction cost at \$11.74 p</u> <u>Per Linear Foot</u>
<u>Garages or Carports, Multiple</u>	<u>Apply construction cost to Table 1</u>	<u>Calculate construction cost at \$64.19 per square foot</u>

Retaining walls	<u>\$19.67</u> Apply construction cost to Table 1	Calculate construction cost at \$19.67 pPer Linear Foot
Tank: Underground or Above Ground, Installation or Removal	Apply Construction <u>ValueCost</u> to Table 1	Construction <u>valuecost</u> (contract price or materials x 2)
Roof : Hot Mop/Cold Mop (flat roof)	Apply Construction <u>ValueCost</u> to Table 1	Calculate construction <u>valuecost</u> at \$90 per 100 SQ FT
Roof: Composition, Metal	Apply Construction <u>ValueCost</u> to Table 1	Calculate construction <u>valuecost</u> at \$70 per 100 SQ FT
Roof: Wood Shake	Apply Construction <u>ValueCost</u> to Table 1	Calculate construction <u>valuecost</u> at \$140 per 100 SQ FT
Roof: Concrete, Tile, Slate	Apply Construction <u>ValueCost</u> to Table 1	Calculate construction <u>valuecost</u> at \$140 per 100 SQ FT
Roof: Torch Down	Apply Construction <u>ValueCost</u> to Table 1	Calculate construction <u>valuecost</u> at \$90 per 100 SQ FT
Residential Misc.	Apply Construction <u>ValueCost</u> to Table 1	Construction <u>valuecost</u> (contract price or materials x 2)
Commercial Tenant Improvement and Misc.	Apply Construction <u>ValueCost</u> to Table 1	Construction <u>valuecost</u> (contract price or materials x 2)
Tenant Certificate of Occupancy for new business; All other C of O included in building permit fee.	\$75	Each
Revised Certificate of Occupancy for business name change, or business ownership change, or property ownership change.	\$60	Each
Manufactured or mobile home placed on lot or first time placement in MH park <u>(Does not include porches, decks, or other added work covered under the IRC)</u>	\$150	Each
Manufactured or mobile home replacement in MH park <u>(Does not include porches, decks, or other added work covered under the IRC)</u>	\$75	Each
<u>Modular Units, Field Assembly</u>	<u>\$75.00.</u> <u>Inspection fees at the hourly rate will apply.</u>	

Reactivation fee, for permit expired for less than one year, no plan changes	50% of original permit fee	
Work without a permit – penalty; <u>Violator must obtain the necessary permit.</u>	<u>Double the permit fee,</u> <u>or Permit fee is doubled,</u> <u>\$65-75 minimum.</u>	<u>Violator must obtain the required permit and pay double the permit fee, or a \$75.00 minimum penalty if the permit fee is less than \$75.00.</u>
Sign (when a building permit is required)	Apply Construction <u>ValueCost</u> to Table 1	Construction <u>valuecost</u> (contract or materials x 2)
Carport or Canopy, pre-fab kit installation	\$100	Each
Residential siding replacement: permit required when over 1000 sq. ft. or if any structural work is required (POMC 20.200.014)	Apply Construction <u>ValueCost</u> to Table 1	Calculate construction <u>valuecost</u> at \$70 per 100 SQ FT
Commercial siding replacement	Apply Construction <u>ValueCost</u> to Table 1	Calculate construction <u>valuecost</u> at \$70 per 100 SQ FT
Single Family Residential plan review using a basic plan on a site specific lot	\$225	For each use
<u>Single Family Residential basic plan review, additional elevation(s) after the first one</u>	<u>\$225</u>	<u>Each additional elevation</u>
<u>Underground plumbing only</u>	<u>\$75.00.</u> <u>Inspection fees at the hourly rate will apply.</u>	
Windows or Doors	Apply Construction <u>ValueCost</u> to Table 1	Construction <u>valuecost</u> (contract price or materials x 2)

Fire Code Permits

Fire Code permit projects may be reviewed by a consultant under contract services, depending on city staff workload.

Plan review fee submitted with the application may cover the consultant cost.

TABLE 4:

Fire Code Permit Fees:		
Fire Construction	Amount	Calculation
Fire Alarm, new	Construction <u>valuecost</u> (contract price or materials x 2)	Apply Table 1 to construction <u>valuecost</u>
Fire Alarm, minor modifications to existing	Construction <u>valuecost</u> (contract price or materials x 2)	Apply Table 1 to construction <u>valuecost</u>

Fire Sprinkler, new or major modification	Construction value cost (contract price or materials x 2)	Apply Table 1 to construction value cost
Fire Sprinkler, modifications 20 heads or fewer	Construction value cost (contract price or materials x 2)	Apply Table 1 to construction value cost
Fire Suppression System, Class 1 Hood and Duct	Construction value cost (contract price or materials x 2)	Apply Table 1 to construction value cost
Solar Panels: Solar energy/photovoltaic panel system roof mounted install per WAC 51-51-2300 Sec. M2302	\$235	each
Standpipe System	Construction value cost (contract price or materials x 2)	Apply Table 1 to construction value cost
Tank: Underground or Above Ground, Installation or Removal	Construction value cost (contract price or materials x 2)	Apply Table 1 to construction value cost
Fire Construction permits, other	Construction value cost (contract price or materials x 2)	Apply Table 1 to construction value cost
Fire Operational	Amount	Calculation
High Piled Storage	Construction value (contract price or materials x 2) \$75.00 An inspection fee at the hourly rate will apply when an inspection is required.	Apply Table 1 to construction value
Temporary Tent or Membrane Structure	Permit required. No permit fee. Technology fee applies.	
Fire operational permits, other unless otherwise listed	Construction value (contract price or materials x 2) \$75.00 An inspection fee at the hourly rate will apply when an inspection is required.	Apply Table 1 to construction value

Fireworks Display Permit	Pass through from Kitsap County ILA	
Mobile Food Preparation Vehicle	Technology fee applies.	

Plumbing Permit Fees

Plumbing permit fees shall be calculated using the commercial and residential schedules in Tables 5 and 6.

TABLE 5:

Commercial Plumbing Permit Fees		
Commercial Plumbing Fixtures	Fee	Per
Base Fee Applied to All Plumbing Permits	\$23.50	Flat Fee
Backflow protective device 2 inches or less	\$9.80	Each
Backflow protective device larger than 2 inches	\$15.00	Each
Clothes Washing Machine	\$9.80	Each
Dish Washer	\$9.80	Each
Drainage Pipe or Vent Pipe Repair or Alteration	\$9.80	Each
Drinking Fountain	\$9.80	Each
Floor Drain	\$9.80	Each
Hose Bibbs, each	\$1.00	Each
Industrial/Sand Oil Interceptor	\$9.80	Each
Grease Interceptor	\$9.80	Each
Lawn Sprinkler System with Backflow Device	\$9.80	Each
Medical Equipment / Kidney Machine	\$9.80	Each
Medical Gas, each additional outlet in excess of first 5	\$5.00	Each
Medical gas system up to 5 outlets	\$50.00	Each
Misc. Plumbing fixtures on one trap	\$9.80	Each
Roof Drain	\$9.80	Each
Sewer Line Repair and/or Replace, Exterior	\$50.00	Each
Sewer Pipe Change, Interior	\$9.80	Each
Sink (Lavatory, Kitchen, Mop, or Bar Sink)	\$9.80	Each
Floor Sink and /or Indirect Waste	\$9.80	Each
Multi - Compartment Sink	\$9.80	Each
Shampoo Sink w/interceptor	\$9.80	Each
Toilet, Water Closet, Bidet, or Urinal	\$9.80	Each
Tub with or without Shower, or Shower	\$9.80	Each
Water Heater	\$9.80	Each
Water Line Repair and/or Replace, Exterior	\$50.00	Each
Water Pipe Change, Interior	\$9.80	Each
Other	\$9.80	Each

TABLE 6:

Residential <u>and Multi-Family</u> Plumbing Permit Fees		
Residential Plumbing Fixtures	Fee	Per
Base Fee applied to all Plumbing Permits	\$23.50	Flat Fee
Clothes Washer	\$7.00	Each
Dishwasher	\$7.00	Each
Floor Drain	\$7.00	Each
Hose Bibb	\$1.00	Each
Hot Tub	\$14.80	Each
Lawn Sprinkler with backflow preventer	\$7.00	Each
Sewer Line Repair and/or Replace, Exterior	\$50.00	Each
Sewer Pipe Change, Interior	\$7.00	Each
Sink (Lavatory, Kitchen, Mop)	\$7.00	Each
Tub with or without shower, or shower	\$7.00	Each
Toilet, Bidet or Urinal	\$7.00	Each
Water Heater	\$7.00	Each
Water Line Repair and/or Replace, Exterior	\$50.00	Each
Water Pipe Change, Interior	\$7.00	Each
Other	\$7.00	Each

Mechanical Permit Fees

Mechanical permit fees shall be calculated using the commercial and residential schedules in Tables 7 and 8.

TABLE 7:

Commercial Mechanical Permit Fees		
Commercial Mechanical Fixtures	Fee	Per
Mechanical Permit Base Fee	\$23.50	Flat Fee
Air-Handling Unit < 10,000 CFM	\$14.80	Each
Air-Handling Unit > 10,000 CFM	\$18.10	Each
Type 1 Hood & Duct Systems	\$10.65	Each
Type 2 Hood & Duct Systems	\$10.65	Each
Clothes Dryer with exhaust	\$10.65	Each
Compressors	\$14.70	Each
Cook stove only	\$10.65	Each
Ducting Change without New Furnace	\$13.70	Each
Evaporative Coolers, permanently installed	\$10.65	Each
Fan for Bath and/or Exhaust Fan	\$7.25	Each
Commercial Furnace & Ducting < 100,000 btu	\$14.80	Each
Commercial Furnace & Ducting > 100,000 btu	\$18.20	Each
Combo Gas pipe / Water Heater / Furnace	\$35.45	Each
Fuel System Outlets in excess of the first 4	\$2.00	Each
Fuel Pipe System LPG, Natural Gas, OIL (first 4 outlets)	\$10.65	Each
Miscellaneous Mechanical Equipment	\$10.65	Each
Mechanical System Pumps (Misc.)	\$10.65	Each
Radiant Heat Units (wall, ceiling, floor, recessed, etc.)	\$10.65	Each
Unit Heater, Suspended or Floor Mount	\$14.80	Each
Gas Water Heater Vent & Combustion Air	\$10.65	Each
Propane tank over 2000 gallons	\$10.65	Each

TABLE 8:

Residential <u>and Multi-Family</u> Mechanical Permit Fees		
Residential Mechanical Fixtures	Fee	Per
Air conditioning, separate install from furnace	\$14.80	Each
Base Fee applied to all Mechanical Permits	\$23.50	Flat Fee
Bath Fan and/or Exhaust Fan	\$7.25	Each
Clothes Dryer w/exhaust	\$10.65	Each
Cook Stove w/exhaust	\$10.65	Each
Fireplace - Gas or Gas log inserts	\$12.00	Each
Fireplace - Wood or Wood Stove	\$12.00	Each
Furnace – Electric, +/- AC, Heat Pump, ducting	\$14.80	Each
Furnace Natural Gas +/- Ducting	\$14.80	Each
Furnace Propane +/- Ducting	\$14.80	Each
Fuel Pipe System LPG, Natural Gas, Oil	\$10.00	Each
Gas pipe stub-out	\$10.65	Each
Gas Water heater, Vent and Combustion Air	\$10.65	Each
Generator	\$10.65	Each
Heater, Wall or Baseboard	\$10.65	Each
Mini Split System, AC and/or Heat	\$14.80	Each
Misc. Mechanical Equipment	\$10.65	Each
Propane Fuel Tank Under 2000 Gallons	\$10.65	Each

C. Planning and Land Use Fees

The planning and land use permit fees listed in the tables below shall be paid at the time an application is submitted to the city unless otherwise specified.

TABLE 9:

Subdivisions	
Short Subdivision, Preliminary	\$1,200
Short Subdivision, Final	\$700
Short Subdivision, Preliminary, or Alteration	\$600
Short Subdivision, Final, Vacation or Alteration	\$500
Preliminary Subdivision Plats 10-20 lots	\$2,100 plus Hearing Examiner Fee
Preliminary Subdivisions Plats 21+ Lots	\$2,100 + \$50 Per Lot plus Hearing Examiner Fee
Minor Modifications to a Preliminary Plat	\$600
Major Modifications to a Preliminary Plat, 5-20 lots	\$2,100 plus Hearing Examiner fees
Major Modifications to a Preliminary Plat, 21+ lots	\$2,100 + \$50 per lot plus Hearing Examiner fees
Boundary Line Adjustment	\$300
Final Plat	\$1,100 + 50 Per Lot
Final Plat, vacation or alteration	\$1,100 + \$50 per lot plus Hearing Examiner fees
Binding Site Plan, Preliminary	\$1,200
Binding Site Plan, Preliminary, Alteration	\$500
Binding Site Plan, Final	\$700
Binding Site Plan, Final, Alteration or Vacation	\$500

TABLE 10:

SEPA	
Project Checklist Review and Threshold Determination	\$300
Non-Project Checklist Review and Threshold Determination	\$300
Environmental Impact Statement Preparation	Actual Cost, See SEPA Ord.
Environmental Impact Statement Review	Actual Cost, See SEPA Ord.

TABLE 11:

Shoreline Permits	
Administrative Shoreline Substantial Development Permit	\$600
Shoreline Substantial Development Permit	\$900 plus Hearing Examiner Fee
Shoreline Exemption (Letter)	\$150
Shoreline Conditional Use Permit	\$1,275 plus Hearing Examiner Fee
Administrative Shoreline Conditional Use Permit	\$600
Shoreline Variance	\$1,275 plus Hearing Examiner Fee
Administrative Shoreline Variance	\$600

TABLE 12:

Land Use Permits	
Conditional Use Permit	\$1,375 plus Hearing Examiner Fee
Critical Areas Exemption Request	\$75 <u>\$135</u>
Critical Areas Exception	\$1,275 plus Hearing Examiner Fee
Critical Areas Variance	\$1,275 plus Hearing Examiner Fee
Modification to Overlay District Boundaries	\$1,275 plus Hearing Examiner Fee
Rezone (without Comp Plan Amendment)	\$1,375 plus Hearing Examiner fee
Temporary Use Permit	\$150
Temporary Use Permit Extension	\$150
Variance, Administrative	\$300
Variance	\$1,275 plus Hearing Examiner Fee
Variance, View Protection Overlay District	\$1,275 plus Hearing Examiner fee

TABLE 13:

Other Review	
Request for a statement of restrictions per RCW 35.21.475	\$75
Accessory Dwelling Units	\$75
Administrative Interpretation (POMC Chapter 20.10)	\$75 minimum, an additional deposit may be required if city attorney review is required, any city attorney expenses related to an application for an administrative application shall be paid by the applicant prior to issuance of a decision
Nonconforming Use	\$150
Pre-Application Meeting	\$150 (100% is credited to a subsequent related land use application if filed within 12 months)

Development Agreements	\$1,000 Applied to the city's costs including city attorney fees regardless of whether a development agreement is approved
Comp Plan Amendment (Text)	\$500
Comp Plan Amendment (Map)	\$1,875
<u>Land Use and Development Regulations Amendment (Text)</u>	<u>\$500</u>
Forest Practices Application (Local Approval)	\$300
Pre-Submittal Design Review	\$150 (up to 100% credited to a subsequent related permit application if filed within 12 months)
Tax Abatement Exemption Application	\$1,500
Zoning Verification Letter	\$75

Signs Permits

Signs may also require a building permit. See Section B.2 and Table 3.

TABLE 14:

Sign Permits	
A-Board Sign	\$25
Permanent Sign	\$50
Master Sign Plan Permit	\$300
Placement of WSDOT directional sign	\$75
Sign Variance	\$300

D. Public Works Department Fees

The Public Works Department permit fees listed in the tables below shall be paid at the time an application is submitted to the city unless otherwise specified.

TABLE 15:

Public Works Department Permits and Fees		
Public Works	Cost	Note
Minor Land Disturbing Activity Review and Permit (disturbances of less than 1,000 square feet)	\$50	No more than one minor LDAP may be issued for the same property (parcel and/or address) in any 365 day period.
Land Disturbing Activity Permit Plan Review	\$100 base fee, plus \$100 for the first acre of disturbance + \$25 for each additional acre of Disturbance above 1 acre. Area to be rounded up to the next higher acre. \$100 minimum fee.	(Paid at the time of application submittal – covers Land Disturbing Activity plan review costs). Acres of disturbance should be rounded up to the nearest acre.

Land Disturbing Activity Permit	\$100 for the first acre of disturbance + \$50 for each additional acre of Disturbance above 1 acre. Area to be rounded up to the next higher acre. \$100 minimum fee.	(Paid at time of permit issuance – covers Land Disturbing inspection costs). Acres of disturbance rounded up to the nearest acre.
Stormwater Drainage Permit Plan Review	\$100 for the first 3,000 square feet of new and replaced hard surface to be constructed + \$25 for each additional 3,000 square feet or fraction thereof of hard surface to be constructed. \$100 minimum fee.	(Paid at the time of application submittal – covers hard surface and stormwater improvement plan review costs).
Stormwater Drainage Permit	\$100 for the first 3,000 square feet of new and replaced hard surface to be constructed + \$50 for each additional 3,000 square feet or fraction thereof of hard surface to be constructed. \$100 minimum fee.	Stormwater Drainage Permit (Paid at time of permit issuance – covers hard surface and stormwater inspection costs)
Street Use Permit Application Fee	\$50	
Tree cutting permit	\$50	
Latecomer Agreement Review Fee	\$500 Deposit	The applicant shall pay the actual fee, including city attorney costs, for preparing the latecomer agreement
ROW Permit, Tier 1	\$50	For uses which do not include the physical disturbance of the right-of-way.
ROW Permit, Tier 2	\$230	For activities which alter the appearance, or disturb the surface or sub-surface, or allow long term use of the right-of-way.
Work without a Permit – Penalty	Double the permit fee, or Permit fee is doubled; \$65 minimum.	Violator must obtain the required permit and pay twice the normal double the permit fee or a \$75.00 minimum penalty if the permit fee is less than \$75.00.

TABLE 16:

Street Vacations	
Street Vacation Petition Fee	\$120
Street Vacation Appraisal Fee (Refundable Deposit)	\$500 Deposit, Petitioner shall pay the actual cost of the appraisal.

TABLE 17:

Impact Fee Deferrals (POMC 20.182.110(4))	
Application for Impact Fee Deferral	\$300 minimum
Lien release for Impact Fee Deferral	\$300 minimum

TABLE 18:

Residential Parking Permits	
Residential Parking Permit	\$10
Replacement Parking Permit	\$5
Temporary Residential Parking Permit	\$10
Bed and Breakfast Parking Permit	\$10

Concurrency (POMC 20.180)

1. Concurrency (Capacity Reservation Certificate) applications fees shall be based on the following table. Each type of application (Transportation, Water, or Sewer) shall include payment of an application fee (A) plus any consultant fees charged to the city (B) for concurrency review as applicable.
2. The Director of Public Works shall make all determinations as to whether an application is to be reviewed by the city or to be sent to the consultant for review.
3. When consultant review is required, the applicant shall pay the actual fee incurred by the city. Any balance owed shall be paid prior to the issuance of a concurrency certificate.

TABLE 19: Concurrency Review

Type of Review	A	B
	Application Fee (also the total review fee for applications reviewed in house by the City)	Review Performed by Consultant: A scope and fee shall be obtained from the Consultant after the application is received.
Transportation	\$150	Either Tier 1 (limited review) or Tier 2 (full review) fixed fees listed in consultant fee schedule. For projects that do not fit the categories, the fee will be determined on PM peak hour trip generation, or as determined in a not-to-exceed task order.
Water	\$150	The applicant shall pay the amount shown in the scope and fee provided by the City's Consultant.
Sewer	\$150	The applicant shall pay the amount shown in the scope and fee provided by the City's Consultant.

E. Hourly Rates.

A minimum of one hour shall be charged per staff member when using the hourly rates. Additional charges shall be by the quarter hour per staff member.

Plan review fees shall apply to the third and any subsequent submittals when plans are revised prior to approval. The fee shall be equal to the hourly rate for all staff performing the review, or the full permit plan review fee, whichever is less.

Plan review fees shall apply to revisions to plans or documents which were previously reviewed and approved. The fee shall be equal to the hourly rate for all staff performing the review, or the full permit plan review fee, whichever is less.

When an inspection fee is designated in the fee tables as additional on a permit, the fee shall be equal to the hourly rate for reinspection, with a minimum of one hour. Additional charges shall be by the quarter hour per inspection.

The hourly rates shall be used to calculate deductions to refunds.

A Reinspection fee is charged at the hourly rate for reinspection after the same inspection fails for the second time.

TABLE 20.

Type	Hourly Rate	Notes
Plan Review, Building/Fire	\$75	
Plan Review, Planning - DCD	\$75	
Plan Review, Engineering – Public Works	\$85	
Administrative, Permit Center	\$60	
Reinspection, Building/Fire	\$75	After two prior inspections for same work
Reinspection, Public Works	\$75	After two prior inspections for same work
Reinspection, Planning	\$75	After two prior inspections for same work
Inspections outside of normal business hours, Public Works	Hourly rate x 1.5 \$75	Minimum charge: 2 hours
Alternate methods and materials review, Building	\$75	

F. Work by Outside Consultants: Building and Fire Codes.

1. The jurisdiction may send permit applications to third-party consultants for plan review. The plan review fee paid as described in Section B covers the City's consultant cost, except for the following reviews:
 - a. Third and subsequent submittals. The applicant shall pay the actual hourly costs as listed in table 21 for all 3rd and subsequent submittals.
 - b. Projects with total valuation exceeding \$10,000,000, or projects of a significant complexity that require outside review such as courthouses, schools, hospitals as determined by the Building Official. For projects as described in this subsection, the initial plan review fee shall be applied to the 3rd party consultant review fee. If that

fee is inadequate to fully pay the actual plan review fee then the applicant shall be billed for the additional cost as described in subsection 3 below.

2. The city may provide inspections by contracted services. Permit fees cover the consultant's inspection charges except for afterhours inspection.
3. The plan review fees and afterhours inspection fees as described in Sections 1 and 2 shall be billed at the rates provided in table 21.
4. The fees charged listed in table 21 shall be based on an hourly rate must be paid in full prior to the issuance of the permit, approval, denial, decision or recommendation, final inspection, or issuance of Certificate of Occupancy, as applicable to the type of permit and when the work is performed.
5. When the hourly rate is used for consultants, the fee may be rounded to the quarter hour.

TABLE 21. Building and Fire Code: Consultant Services Hourly Rates.

Types listed represent the most frequently used rates. Note that a Technician's time is often included with plan review, and will be reflected when billing at an hourly rate.

Type	Rate	Notes
Plan Review, 3 rd and subsequent reviews	\$110 / hour	Subject to current contract
Plan Review, revisions to approved plans	\$110 / hour	Subject to current contract
Fire Code Plan Review: Reviewer	\$110 / hour	Subject to current contract
Technician	\$85 / hour	Subject to current contract
Inspections, outside of normal business hours	\$120 / hour	Subject to current contract

G. Work by Outside Consultants: Other Services.

The applicant shall be required to pay the actual cost of 3rd party review by qualified consultants under contract with the city.

1. Special Reports Review.

- a. When an application includes the submittal of special reports and/or plans such as habitat management plans, geotechnical reports, or traffic impact analyses requiring review beyond the capabilities of city staff, the city will obtain a fee estimate from its consultant for the scope of work, and provide that estimate to the applicant for payment to the city. The city shall authorize the consultant to proceed once the payment has been received.
- b. If additional special review by the consultant is required, and amended scope of work and new estimate shall be obtained by the city for payment by the applicant before the additional work by the consultant can proceed.
- c. If the consultant's fee total is less than the full amount paid by the applicant, the remainder shall be refunded according to section K. and table 25.

2. Alternative Forms Review.

When the applicant proposes to use an alternative form instead of the city's standard approved form, the city may request review by the city attorney of the alternative form if a legal determination is required to ensure that the language in the proposed form adequately addresses the city's interests. The cost of review shall be paid by the applicant at the attorney's hourly rate.

H. Appeal Fees.

Fees are collected when the appeal is filed. Any appeal statement must be filed on the deadline established in the City's code relating to the specific appeal, together with a certified check in the amount of the appeal fee.

If the City Council is the decision-maker on the appeal, only the appeal fee shall be charged.

If any appellant believes that the payment of the appeal fee creates a financial hardship, it shall submit a request for an appeal waiver with the appeal statement on or before the deadline established in the City's code relating to the specific appeal. This request for an appeal waiver shall describe the appellant's financial situation and why payment of the appeal fee creates a financial hardship. As an example, the appellant may provide evidence that the appellant resides in a low-income household, which would include a single person, family or unrelated persons living together, whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for Kitsap County.

TABLE 22:

Appeal Type	Appeal Body	Amount
Abatement	Hearing Officer	\$100
Building Code	Building Board of Appeals (BBOA)	\$450
Concurrency Denial	Public Works Director	\$100
Development Agreement	Same as underlying permit or associated legislative approval	Depends on underlying permit.
Director's Code Interpretation	Superior Court	Appeals and any associated fees go directly to Superior Court.
Fire Authority's Decision	Building Board of Appeals (BBOA)	\$450
Illicit Discharge Detection and Elimination (IDDE) Notice and Order, revocation of permit, or assessment of costs of abatement	City Council	\$450
IDDE Appeal, independent consultant services	City Council	Consultant services, actual costs to be paid. See Section F for consultant fees.
Impact Fee Amount Reconsideration	Director	\$100
Impact Fee Amount Established Upon Reconsideration by the Director	Hearing Examiner	\$450
Impact Fee Credit Reconsideration	Director	\$100
Impact Fee Credit Established Upon Reconsideration by the Director	Hearing Examiner	\$450

SEPA Appeal	Same as underlying permit	\$450
Street Use Permit	Hearing Examiner	\$100
Type I, Director's Decision	Superior Court	Appeals and any associated fees go directly to Superior Court.
Type II Permit	Hearing Examiner	\$450.
Type II Permit, Deposit for a certified transcription of hearing for appeal from Hearing Examiner's decision	Hearing Examiner	Deposit is based on fee estimate from transcription service. After the final invoice, any remainder of the deposit shall be refunded. Any fees in excess of the deposit shall be paid by the applicant.
Type II Permit, appeal of Hearing Examiner's appeal decision	Superior Court	Appeals and any associated fees go directly to Superior Court.
Type III permit, appeal of Hearing Examiner's decision	Superior Court	Appeals and any associated fees go directly to Superior Court.

I. Hearing Examiner Fees.

Hearing Examiner fees (excluding appeals to the Hearing Examiner) shall be the Hearing Examiner's actual costs, plus an administrative fee.

Fees and deposits are required to be paid when the application is submitted.

Hearing examiner fees will be secured from the deposited amount and any remainder shall be refunded to the applicant at the end of the appeal period.

Hearing Examiner fees in excess of the deposit amount will be billed to the applicant. ~~The ,and preliminary approval of the project will be conditioned subject to payment of~~ outstanding Hearing Examiner fees shall be paid by the applicant after notification of the amount due. Subsequent permits related to the hearing examiner decision may be withheld until hearing examiner fees are paid.

City projects which require Hearing Examiner services are exempt from the deposit requirement. Instead, the bill from the Hearing Examiner shall be routed to the appropriate department for payment.

TABLE 23:

Type	Amount
TYPE III Hearing, Administrative fee	\$250 (non-refundable)
Type III Hearing, deposit	\$3,000 deposit
Appeal fee, for appeal of Hearing Examiner decision	See Table 22. Appeal Fees
Appeal fee, for appeals to the Hearing Examiner	See Table 22. Appeal Fees.

J. Other Fees.

TABLE 24:

Other Fees	
Electronic documents on digital storage media or devices	Actual cost
Photocopies, 8 ½ x 11	\$0.15 per page
Public Notice signs	Actual cost + 25%
<u>Published Notice in the city's official newspaper for Notice of Application, Notice of Hearing, SEPA Notice</u>	<u>\$300 each</u>
Mailing fee for Developer's issued permit package	USPS Priority Flat Rate + 25%
Technology Fee, for each permit application entered in the electronic permitting system.	\$10 (non-refundable, <u>unless due to city oversight</u>)
The applicant is responsible for paying recording fees for permit-related documents required to be recorded with the Kitsap County Auditor.	Actual cost of recording is paid directly to the County Auditor.
Posted Stop Work	\$75 for each occurrence <u>on a permitted project.</u> (not charged when a <u>See</u> Work Without a Permit penalty <u>is required at the same time for non-permitted work</u>)
Notary Service <u>for signatures on permit application documents, including sureties.</u>	\$10 per stamp

K. Refunds.

The applicant may request a refund when an application or permit is cancelled or withdrawn. Refunds may also be requested when a fee is overpaid. Refunds may be requested- requests must be submitted using the Permit Center's refund request form.

Refund requests must be made within one year of the original payment date.

Refund requests must be made prior to the expiration of the permit or application.

Overpayment of a fee or fees paid on a cancelled or withdrawn application shall not be credited to another fee owed on the subject application or other associated applications or permits.

Refunds shall be issued as authorized by the director.

Prior to release of any refund,

- All fees or charges owed on the subject application or permit will be deducted.
- ~~All fees or charges owed on associated applications or permits will be deducted.~~
- Expended staff hours for application review, processing or inspection will be deducted. Staff hours shall be calculated at the hourly rate in Table 20.

The following items shall not be eligible for refund, unless applied incorrectly:

- Technology fee.

- Plan review fees once the permit has been issued.
- Charges for work without a permit.
- Convenience fee for credit/debit card payment.
- Public Notice signs if posted on the property.
- Consultant fee after work has been performed.

TABLE 25:

Type	Amount
Plan Review fees for withdrawn, cancelled or returned building or fire permit application prior to issuing a permit:	Expended staff hours shall be deducted. No refund shall exceed 80% of the plan review fee.
Building or Fire Permit Fees:	If the permit fee was paid and the application cancelled or withdrawn prior to issuance, 100% of the permit fee may be refunded provided no staff hours have been expended for inspections or preparing the permit for issuance. Expended staff hours shall be deducted after a permit has been issued. No refund shall exceed 80% of the permit fee after a permit has been issued.
Land Use Permit/Application Fees:	Expended staff hours shall be deducted. No refund shall exceed 80% of the initial application fee.
Plan Review fees for withdrawn, cancelled or returned Public Works LDAP or SDP permit applications prior to issuing a permit:	Expended staff hours shall be deducted. No refund shall exceed 80% of the plan review fee.
LDAP or SDP Permit Fees:	If the permit fee was paid and the application cancelled or withdrawn prior to issuance, 100% of the permit fee may be refunded. Expended staff hours shall be deducted after a permit has been issued. No refund shall exceed 80% of the permit fee after a permit has been issued.
Consultant Fees	If consultant fees are less than the initial estimate, the remainder shall be refunded after the consultant work is completed.

Building Valuation Data – ~~February 2022~~ August 2023

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c}

Group (2015 International Building Code)	IA	B	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	<u>309.06</u> <u>335.89</u>	<u>298.66</u> <u>324.58</u>	<u>291.64</u> <u>316.94</u>	<u>280.58</u> <u>304.93</u>	<u>263.98</u> <u>286.87</u>	<u>278.00</u> <u>255.82</u>	<u>295.62</u> <u>272.02</u>	<u>266.02</u> <u>244.80</u>	<u>257.55</u> <u>237.02</u>
A-1 Assembly, theaters, without stage	<u>307.39</u> <u>282.85</u>	<u>296.08</u> <u>272.45</u>	<u>288.44</u> <u>265.42</u>	<u>276.42</u> <u>215.36</u>	<u>258.37</u> <u>202.99</u>	<u>249.50</u> <u>229.61</u>	<u>267.12</u> <u>245.81</u>	<u>237.51</u> <u>218.59</u>	<u>229.05</u> <u>210.80</u>
A-2 Assembly, nightclubs	<u>269.94</u> <u>237.31</u>	<u>261.93</u> <u>230.23</u>	<u>254.48</u> <u>224.56</u>	<u>245.85</u> <u>215.36</u>	<u>230.56</u> <u>202.99</u>	<u>223.99</u> <u>197.40</u>	<u>237.02</u> <u>207.69</u>	<u>209.57</u> <u>183.68</u>	<u>202.79</u> <u>177.40</u>
A-2 Assembly, restaurants, bars, banquet halls	<u>268.94</u> <u>236.31</u>	<u>260.93</u> <u>229.23</u>	<u>252.48</u> <u>222.56</u>	<u>244.85</u> <u>214.36</u>	<u>228.56</u> <u>200.99</u>	<u>222.99</u> <u>196.40</u>	<u>236.02</u> <u>206.69</u>	<u>207.57</u> <u>181.68</u>	<u>201.79</u> <u>176.40</u>
A-3 Assembly, churches	<u>311.88</u> <u>286.90</u>	<u>300.57</u> <u>276.49</u>	<u>292.93</u> <u>269.47</u>	<u>280.91</u> <u>258.42</u>	<u>263.30</u> <u>242.23</u>	<u>254.43</u> <u>234.07</u>	<u>271.60</u> <u>249.86</u>	<u>242.45</u> <u>223.05</u>	<u>233.98</u> <u>215.26</u>
A-3 Assembly, general, community halls, libraries, museums	<u>266.07</u> <u>244.77</u>	<u>254.76</u> <u>234.37</u>	<u>246.12</u> <u>226.34</u>	<u>235.10</u> <u>216.29</u>	<u>216.33</u> <u>198.94</u>	<u>208.46</u> <u>191.79</u>	<u>225.80</u> <u>207.73</u>	<u>195.47</u> <u>179.77</u>	<u>188.01</u> <u>172.98</u>
A-4 Assembly, arenas	<u>306.39</u> <u>281.85</u>	<u>295.08</u> <u>271.45</u>	<u>286.44</u> <u>263.42</u>	<u>275.42</u> <u>253.37</u>	<u>256.37</u> <u>235.77</u>	<u>248.50</u> <u>228.61</u>	<u>266.12</u> <u>244.61</u>	<u>235.51</u> <u>216.59</u>	<u>228.05</u> <u>209.80</u>
B Business	<u>260.69</u> <u>240.90</u>	<u>251.13</u> <u>232.07</u>	<u>241.86</u> <u>223.51</u>	<u>231.65</u> <u>214.08</u>	<u>210.99</u> <u>194.91</u>	<u>202.73</u> <u>187.36</u>	<u>222.56</u> <u>205.68</u>	<u>186.21</u> <u>172.02</u>	<u>177.81</u> <u>164.34</u>
E Educational	<u>273.46</u> <u>257.70</u>	<u>263.96</u> <u>248.89</u>	<u>255.62</u> <u>242.35</u>	<u>245.04</u> <u>231.90</u>	<u>228.69</u> <u>216.47</u>	<u>217.00</u> <u>205.54</u>	<u>236.61</u> <u>223.92</u>	<u>200.36</u> <u>189.21</u>	<u>193.94</u> <u>183.31</u>
F-1 Factory and industrial, moderate hazard	<u>160.20</u> <u>144.93</u>	<u>152.78</u> <u>138.11</u>	<u>143.34</u> <u>130.39</u>	<u>138.64</u> <u>125.40</u>	<u>123.55</u> <u>112.49</u>	<u>117.41</u> <u>107.10</u>	<u>132.48</u> <u>120.02</u>	<u>102.44</u> <u>92.69</u>	<u>95.93</u> <u>86.88</u>
F-2 Factory and industrial, low hazard	<u>159.20</u> <u>143.93</u>	<u>151.78</u> <u>137.11</u>	<u>143.34</u> <u>130.39</u>	<u>137.64</u> <u>124.40</u>	<u>123.55</u> <u>112.49</u>	<u>116.41</u> <u>106.10</u>	<u>131.48</u> <u>119.02</u>	<u>102.44</u> <u>92.69</u>	<u>94.93</u> <u>85.88</u>
H-1 High Hazard, explosives	<u>149.46</u> <u>135.29</u>	<u>142.04</u> <u>128.47</u>	<u>133.60</u> <u>121.75</u>	<u>127.90</u> <u>115.76</u>	<u>114.12</u> <u>104.14</u>	<u>106.97</u> <u>97.75</u>	<u>121.74</u> <u>110.39</u>	<u>93.00</u> <u>84.34</u>	<u>N.P.^c</u> <u>0.00</u>
H234 High Hazard	<u>149.46</u> <u>135.29</u>	<u>142.04</u> <u>128.47</u>	<u>133.60</u> <u>121.75</u>	<u>127.90</u> <u>115.76</u>	<u>114.12</u> <u>104.14</u>	<u>106.97</u> <u>97.75</u>	<u>121.74</u> <u>110.39</u>	<u>93.00</u> <u>84.34</u>	<u>85.50</u> <u>77.53</u>
H-5 HPM	<u>260.69</u> <u>240.90</u>	<u>251.13</u> <u>232.07</u>	<u>241.86</u> <u>223.51</u>	<u>231.65</u> <u>214.08</u>	<u>210.99</u> <u>194.91</u>	<u>202.73</u> <u>187.36</u>	<u>222.56</u> <u>205.68</u>	<u>186.21</u> <u>172.02</u>	<u>177.81</u> <u>164.34</u>

I-1 Institutional, supervised environment	<u>262.22</u> 244.45	<u>252.95</u> 236.08	<u>244.31</u> 229.06	<u>235.67</u> 219.82	<u>215.42</u> 202.16	<u>209.47</u> 196.58	<u>235.71</u> 220.10	<u>193.82</u> 181.25	<u>187.73</u> 175.84
I-2 Institutional, hospitals	<u>434.15</u> 401.22	<u>424.59</u> 392.40	<u>415.32</u> 383.83	<u>405.12</u> 374.40	<u>383.35</u> 354.29	<u>N.P.^a</u> 0.00	<u>396.02</u> 366.00	<u>358.57</u> 331.40	<u>N.P.^a</u> 0.00
I-2 Institutional, nursing homes	<u>302.01</u> 279.15	<u>292.45</u> 270.32	<u>283.18</u> 261.76	<u>272.97</u> 252.33	<u>253.83</u> 234.64	<u>N.P.^a</u> 0.00	<u>263.88</u> 243.93	<u>229.05</u> 211.75	<u>N.P.^a</u> 0.00
I-3 Institutional, restrained	<u>295.86</u> 273.40	<u>286.31</u> 264.57	<u>277.03</u> 256.00	<u>266.83</u> 246.57	<u>247.95</u> 229.13	<u>238.69</u> 220.58	<u>257.74</u> 238.17	<u>223.17</u> 206.24	<u>212.77</u> 196.56
I-4 Institutional, day care facilities	<u>262.22</u> 244.45	<u>252.95</u> 236.08	<u>244.31</u> 229.06	<u>235.67</u> 219.82	<u>215.42</u> 202.16	<u>209.47</u> 196.58	<u>235.71</u> 220.10	<u>193.82</u> 181.25	<u>187.73</u> 175.84
M Mercantile	<u>201.37</u> 177.02	<u>193.36</u> 169.94	<u>184.91</u> 163.27	<u>177.28</u> 155.07	<u>161.72</u> 142.48	<u>156.15</u> 137.88	<u>168.45</u> 147.40	<u>140.73</u> 123.17	<u>134.95</u> 117.89
R-1 Residential, hotels	<u>264.67</u> 246.94	<u>255.41</u> 238.56	<u>246.77</u> 231.54	<u>238.13</u> 222.30	<u>218.35</u> 204.35	<u>212.40</u> 198.77	<u>238.17</u> 222.58	<u>196.75</u> 183.44	<u>190.67</u> 178.00
R-2 Residential, multiple family	<u>221.32</u> 206.81	<u>212.06</u> 198.43	<u>203.42</u> 191.41	<u>194.78</u> 182.17	<u>175.96</u> 165.41	<u>170.01</u> 159.83	<u>194.82</u> 182.46	<u>154.36</u> 144.50	<u>148.28</u> 139.06
R-3 Residential, one- and two-family ^d	<u>209.61</u> 192.58	<u>203.74</u> 187.37	<u>198.94</u> 182.53	<u>195.12</u> 178.04	<u>188.41</u> 172.85	<u>181.45</u> 166.59	<u>191.77</u> 175.01	<u>175.86</u> 160.35	<u>165.67</u> 150.87
R-4 Residential, care/assisted living facilities	<u>262.22</u> 244.45	<u>252.95</u> 236.08	<u>244.31</u> 229.06	<u>235.67</u> 219.82	<u>215.42</u> 202.16	<u>209.47</u> 196.58	<u>235.71</u> 220.10	<u>193.82</u> 181.25	<u>187.73</u> 175.84
S-1 Storage, moderate hazard	<u>148.46</u> 134.29	<u>141.04</u> 127.47	<u>131.60</u> 119.75	<u>126.90</u> 114.76	<u>112.12</u> 102.14	<u>105.97</u> 96.75	<u>120.74</u> 109.39	<u>91.00</u> 82.34	<u>84.50</u> 76.53
S-2 Storage, low hazard	<u>147.46</u> 133.29	<u>140.04</u> 126.47	<u>131.60</u> 119.75	<u>125.90</u> 113.76	<u>112.12</u> 102.14	<u>104.97</u> 95.75	<u>119.74</u> 108.39	<u>91.00</u> 82.34	<u>83.50</u> 75.53
U Utility, miscellaneous	<u>114.09</u> 104.98	<u>107.37</u> 99.04	<u>99.89</u> 93.31	<u>95.60</u> 89.21	<u>85.13</u> 80.44	<u>79.54</u> 74.45	<u>90.99</u> 85.33	<u>67.39</u> 63.42	<u>64.19</u> 60.43

- a. Private Garages use Utility, miscellaneous
b. For shell only buildings deduct 20 percent

- c. N.P. = not permitted
d. Unfinished basements (Group R-3) = \$23.20 per sq. ft.

RESOLUTION NO. 044-22

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON
REPEALING AND REPLACING RESOLUTION NO. 034-20 AND
ESTABLISHING NEW FEE SCHEDULES FOR THE DEPARTMENTS OF
COMMUNITY DEVELOPMENT AND PUBLIC WORKS.**

WHEREAS, the City of Port Orchard is responsible for implementing land use regulations, planning and public works requirements, administering the building code, and other administrative duties; and

WHEREAS, the City incurs administrative costs associated with the implementation of city regulations and policies; and

WHEREAS, the City Council has adopted, through ordinance, regulations calling for the establishment of administrative fees to be set by resolution of the Council; and

WHEREAS, the City's current Community Development and Public Works Departments administrative fees were adopted on August 18, 2020, with an effective date of October 1, 2020, as set forth in Resolution No. 034-20; and

WHEREAS, the City Council deems it in the best interest of the City of Port Orchard to periodically review and update the City's administrative fees to ensure the fees are consistent with the services provided and cover the public cost of providing these services so that the public is not subsidizing individual benefits derived from public services; now, therefore,

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

THAT: Resolution No. 034-20 is hereby repealed in its entirety effective as of 11:59 pm on May 29, 2022.

THAT: The rates, fees and charges charged by the Community Development and Public Works Departments for the specified services are hereby adopted as set forth on Exhibit "A" attached hereto, which is adopted by this reference.

THAT: This Resolution shall become effective immediately upon passage, but the fees set forth on Exhibit "A" shall be levied beginning at midnight, 12:00 a.m., May 30, 2022.

THAT: Upon the approval of the City Attorney, the City Clerk is authorized to make any necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, numbering, section/subsection numbers and any reference thereto.

THAT: Provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

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 26th day of April 2022.

DocuSigned by:

Robert Putaansuu

F69E88B5D0E74EF...

Robert Putaansuu, Mayor

ATTEST:

DocuSigned by:

Brandy Wallace

58B71243F4CB414...

Brandy Wallace, MMC, City Clerk



Exhibit A to Resolution OXX-22
FEE SCHEDULES FOR
DEPARTMENTS OF COMMUNITY DEVELOPMENT AND PUBLIC WORKS

A. General

1. No permit shall be issued, application accepted, service provided, or appeal filed without payment of the applicable fee set forth below.
2. Time of collection of fees.
 - a. Fees shall be collected at the times specified in the City Code or this Fee Resolution. If not specified, the minimum fee shall be collected at the time of application submittal. No application will be deemed "counter complete" until the fee due with the application has been received by the City.
 - b. For applications that are submitted online, the applicant can pay the fees electronically or may submit another form of payment in person or via U.S. Mail. The determination of whether a permit application is "counter complete" will be deferred for four business days following submittal of the online application submittal. If payment for the fees is not received by the City by the fourth business day, then the City will reject the application. In no case will the City take any steps to process an application until such time as the fees due with the application are received in full.
 - c. The City may bill an applicant and require payment for accrued fees at any time in the permit review process.
 - d. The final fees will be recalculated during review, and any additional amount due shall be collected prior to the issuance of the permit, approval, denial, decision or recommendation.
 - e. At the time an application or permit is denied or canceled, the final fee shall be determined and collected.
 - f. Any fee in excess of the final calculated fee shall be refunded pursuant to Refunds Table 25.
 - g. All outstanding fees shall be paid prior to scheduling or performing final inspections.
3. References to the director refer to the director of the Department of Community Development or his/her designee.
4. Some projects require more than one permit. A project may require the payment of numerous fees from the tables below.

B. Building, Plumbing, and Mechanical Fee Policies

1. No temporary or final certificate of occupancy will be approved or issued for a project with any outstanding fees on any permit associated with the project.
2. Some signs require a building permit in addition to a land use (sign) permit. In these instances, the permit fees are additive. When an applicant is required to obtain a sign permit and a building permit, separate fees are required for each permit.
3. The applicant for a permit shall provide an estimated construction value at the time of application. The amount shall be the contractor's bid price, rounded up to the next whole dollar. For work not done by a contractor, the construction value shall include the price of materials, plus the fair market value of any donated, contributed or found materials, multiplied by two (2). Construction value calculated on 100 square feet shall be rounded up to the next 100 square feet for any portion thereof.
4. Single family home builders who wish to reuse a plan set to construct more than one home using the same plan set may do so by utilizing a "basic plan" review process. When an applicant wishes to establish a basic plan set for reuse, the plans shall initially be reviewed upon payment of the city's standard plan review fee. Once plan review is complete and if the City finds that the plans conform to the requirements of the Building Code, the plans shall be approved as a basic plan set and marked as such for reuse. For each use of the plan, the applicant shall pay a reduced plan review fee as established in Table 3 in lieu of the full plan review fee. The use of an approved basic plan set shall have no effect on the building permit fee (only the building permit plan review fee). Plans may not be reused if the city's building code has been updated unless the plans have been re-reviewed (upon payment of the full plan review fee) and approved for conformance with the updated building code.

TABLE 1: Fee Calculations.

Permit fees and Plan Review fees shall be determined by using the calculations found in Table 1. Valuations shall be determined using the IBC Building Valuation Data Table (BVD) (currently the February 2020 table as attached hereto) except as noted in the BVD Table and as otherwise set in Tables 2 and 3.

Total Valuation	FEES (Permit Fee = 100% Plan Review Fee = 65%)
\$1 to \$500	\$36.00
\$501 to \$2,000	\$36.00 for the first \$500 plus \$4.00 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$96.00 for the first \$2,000 plus \$17.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$487.00 for the first \$25,000 plus \$12.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$50,001 to \$100,000	\$787.00 for the first \$50,000 plus \$9.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,237.00 for the first \$100,000 plus \$7.00 for each additional \$1000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$4,037.00 for the first \$500,000 plus \$6.00 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$7,037.00 for the first \$1,000,000 plus \$5.00 for each additional \$1,000, or fraction thereof

TABLE 2:

Residential Single Family		
Building Permit Type	Amount	Unit of Measure
Unfinished Basement (Group R-3)	\$23.50	Square foot
Finish an existing basement	\$82.95	square foot
Conversion of an existing garage to residential space	\$59.79	square foot
New, repair, or alteration or addition to deck, uncovered	\$13.04	square foot
New Foundation only or under existing structure	\$13.04	square foot
New garage, shed, barn, or pole building (attached or detached)	\$60.43	square foot
Covered porch, covered deck; new, alteration, repair, or cover added	\$21.07	square foot
New, remodel, or repairs to freestanding roof structures and carports, other than porch or deck	\$21.07	square foot
Residential Interior Remodel	\$19.67	square foot

TABLE 3:

Miscellaneous Permit fees:		
Building Permit Type	Amount	Unit of Measure
Shoreline bulkhead walls	\$118	Per Linear Foot
Demolition	\$75	Each
Fences over 6 feet in height	\$11.74	Per Linear Foot

Retaining walls	\$19.67	Per Linear Foot
Tank: Underground or Above Ground, Installation or Removal	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Roof : Hot Mop/Cold Mop (flat roof)	Apply Construction Value to Table 1	Calculate construction value at \$90 per 100 SQ FT
Roof: Composition, Metal	Apply Construction Value to Table 1	Calculate construction value at \$70 per 100 SQ FT
Roof: Wood Shake	Apply Construction Value to Table 1	Calculate construction value at \$140 per 100 SQ FT
Roof: Concrete, Tile, Slate	Apply Construction Value to Table 1	Calculate construction value at \$140 per 100 SQ FT
Roof: Torch Down	Apply Construction Value to Table 1	Calculate construction value at \$90 per 100 SQ FT
Residential Misc.	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Commercial Tenant Improvement and Misc.	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)
Tenant Certificate of Occupancy for new business; All other C of O included in building permit fee.	\$75	Each
Revised Certificate of Occupancy for business name change, or business ownership change, or property ownership change.	\$60	Each
Manufactured or mobile home placed on lot or first time placement in MH park	\$150	Each
Manufactured or mobile home replacement in MH park	\$75	Each
Reactivation fee, for permit expired for less than one year, no plan changes	50% of original permit fee	
Work without a permit – penalty; Violator must obtain the necessary permit.	Permit fee is doubled, \$65 minimum.	
Sign (when a building permit is required)	Apply Construction Value to Table 1	Construction value (contract or materials x 2)

Carport or Canopy, pre-fab kit installation	\$100	Each
Residential siding replacement: permit required when over 1000 sq. ft. or if any structural work is required (POMC 20.200.014)	Apply Construction Value to Table 1	Calculate construction value at \$70 per 100 SQ FT
Commercial siding replacement	Apply Construction Value to Table 1	Calculate construction value at \$70 per 100 SQ FT
Single Family Residential plan review using a basic plan on a site specific lot	\$225	For each use
Windows or Doors	Apply Construction Value to Table 1	Construction value (contract price or materials x 2)

Fire Code Permits

Fire Code permit projects may be reviewed by a consultant under contract services, depending on city staff workload.

Plan review fee submitted with the application may cover the consultant cost.

TABLE 4:

Fire Code Permit Fees:		
Fire Construction	Amount	Calculation
Fire Alarm, new	Construction value (contract price or materials x 2)	Apply Table 1 to construction value
Fire Alarm, minor modifications to existing	Construction value (contract price or materials x 2)	Apply Table 1 to construction value
Fire Sprinkler, new or major modification	Construction value (contract price or materials x 2)	Apply Table 1 to construction value
Fire Sprinkler, modifications 20 heads or fewer	Construction value (contract price or materials x 2)	Apply Table 1 to construction value
Fire Suppression System, Class 1 Hood and Duct	Construction value (contract price or materials x 2)	Apply Table 1 to construction value
Solar Panels: Solar energy/photovoltaic panel system roof mounted install per WAC 51-51-2300 Sec. M2302	\$235	each
Standpipe System	Construction value (contract price or materials x 2)	Apply Table 1 to construction value
Tank: Underground or Above Ground, Installation or Removal	Construction value (contract price or materials x 2)	Apply Table 1 to construction value
Compressed Gasses	Construction value (contract price or materials x 2)	Apply Table 1 to construction value

Marijuana Extraction	Construction value (contract price or materials x 2)	Apply Table 1 to construction value
Fire Construction permits unless otherwise listed	Construction value (contract price or materials x 2)	Apply Table 1 to construction value
Fire Operational	Amount	Calculation
Carbon Dioxide Systems	Construction value (contract price or materials x 2)	Apply Table 1 to construction value
High Piled Storage	Construction value (contract price or materials x 2)	Apply Table 1 to construction value
Marijuana Extraction	Construction value (contract price or materials x 2)	Apply Table 1 to construction value
Temporary Tent or Membrane Structure	Permit required. No permit fee.	
Fire operational permits unless otherwise listed	Construction value (contract price or materials x 2)	Apply Table 1 to construction value

Plumbing Permit Fees

Plumbing permit fees shall be calculated using the commercial and residential schedules in Tables 5 and 6.

TABLE 5:

Commercial Plumbing Permit Fees		
Commercial Plumbing Fixtures	Fee	Per
Base Fee Applied to All Plumbing Permits	\$23.50	Flat Fee
Backflow protective device 2 inches or less	\$9.80	Each
Backflow protective device larger than 2 inches	\$15.00	Each
Clothes Washing Machine	\$9.80	Each
Dish Washer	\$9.80	Each
Drainage Pipe or Vent Pipe Repair or Alteration	\$9.80	Each
Drinking Fountain	\$9.80	Each
Floor Drain	\$9.80	Each
Hose Bibbs, each	\$1.00	Each
Industrial/Sand Oil Interceptor	\$9.80	Each
Grease Interceptor	\$9.80	Each
Lawn Sprinkler System with Backflow Device	\$9.80	Each
Medical Equipment / Kidney Machine	\$9.80	Each
Medical Gas, each additional outlet in excess of first 5	\$5.00	Each
Medical gas system up to 5 outlets	\$50.00	Each
Misc. Plumbing fixtures on one trap	\$9.80	Each
Roof Drain	\$9.80	Each
Sewer Line Repair and/or Replace, Exterior	\$50.00	Each
Sewer Pipe Change, Interior	\$9.80	Each
Sink (Lavatory, Kitchen, Mop, or Bar Sink)	\$9.80	Each
Floor Sink and /or Indirect Waste	\$9.80	Each
Multi - Compartment Sink	\$9.80	Each

Shampoo Sink w/interceptor	\$9.80	Each
Toilet, Water Closet, Bidet, or Urinal	\$9.80	Each
Tub with or without Shower, or Shower	\$9.80	Each
Water Heater	\$9.80	Each
Water Line Repair and/or Replace, Exterior	\$50.00	Each
Water Pipe Change, Interior	\$9.80	Each
Other	\$9.80	Each

TABLE 6:

Residential Plumbing Permit Fees		
Residential Plumbing Fixtures	Fee	Per
Base Fee applied to all Plumbing Permits	\$23.50	Flat Fee
Clothes Washer	\$7.00	Each
Dishwasher	\$7.00	Each
Floor Drain	\$7.00	Each
Hose Bibb	\$1.00	Each
Hot Tub	\$14.80	Each
Lawn Sprinkler with backflow preventer	\$7.00	Each
Sewer Line Repair and/or Replace, Exterior	\$50.00	Each
Sewer Pipe Change, Interior	\$7.00	Each
Sink (Lavatory, Kitchen, Mop)	\$7.00	Each
Tub with or without shower, or shower	\$7.00	Each
Toilet, Bidet or Urinal	\$7.00	Each
Water Heater	\$7.00	Each
Water Line Repair and/or Replace, Exterior	\$50.00	Each
Water Pipe Change, Interior	\$7.00	Each
Other	\$7.00	Each

Mechanical Permit Fees

Mechanical permit fees shall be calculated using the commercial and residential schedules in Tables 7 and 8.

TABLE 7:

Commercial Mechanical Permit Fees		
Commercial Mechanical Fixtures	Fee	Per
Mechanical Permit Base Fee	\$23.50	Flat Fee
Air-Handling Unit < 10,000 CFM	\$14.80	Each
Air-Handling Unit > 10,000 CFM	\$18.10	Each
Type 1 Hood & Duct Systems	\$10.65	Each
Type 2 Hood & Duct Systems	\$10.65	Each
Clothes Dryer with exhaust	\$10.65	Each
Compressors	\$14.70	Each
Cook stove only	\$10.65	Each
Ducting Change without New Furnace	\$13.70	Each
Evaporative Coolers, permanently installed	\$10.65	Each
Fan for Bath and/or Exhaust Fan	\$7.25	Each
Commercial Furnace & Ducting < 100,000 btu	\$14.80	Each
Commercial Furnace & Ducting > 100,000 btu	\$18.20	Each
Combo Gas pipe / Water Heater / Furnace	\$35.45	Each
Fuel System Outlets in excess of the first 4	\$2.00	Each
Fuel Pipe System LPG, Natural Gas, OIL (first 4 outlets)	\$10.65	Each

Miscellaneous Mechanical Equipment	\$10.65	Each
Mechanical System Pumps (Misc.)	\$10.65	Each
Radiant Heat Units (wall, ceiling, floor, recessed, etc.)	\$10.65	Each
Unit Heater Suspended or Floor Mount	\$14.80	Each
Gas Water Heater Vent & Combustion Air	\$10.65	Each
Propane tank over 2000 gallons	\$10.65	Each

TABLE 8:

Residential Mechanical Permit Fees		
Residential Mechanical Fixtures	Fee	Per
Air conditioning, separate install from furnace	\$14.80	Each
Base Fee applied to all Mechanical Permits	\$23.50	Flat Fee
Bath Fan and/or Exhaust Fan	\$7.25	Each
Clothes Dryer w/exhaust	\$10.65	Each
Cook Stove w/exhaust	\$10.65	Each
Fireplace - Gas or Gas log inserts	\$12.00	Each
Fireplace - Wood or Wood Stove	\$12.00	Each
Furnace – Electric, +/- AC, Heat Pump, ducting	\$14.80	Each
Furnace Natural Gas +/- Ducting	\$14.80	Each
Furnace Propane +/- Ducting	\$14.80	Each
Fuel Pipe System LPG, Natural Gas, Oil	\$10.00	Each
Gas pipe stub-out	\$10.65	Each
Gas Water heater, Vent and Combustion Air	\$10.65	Each
Generator	\$10.65	Each
Heater, Wall or Baseboard	\$10.65	Each
Mini Split System, AC and/or Heat	\$14.80	Each
Misc. Mechanical Equipment	\$10.65	Each
Propane Fuel Tank Under 2000 Gallons	\$10.65	Each

C. Planning and Land Use Fees

The planning and land use permit fees listed in the tables below shall be paid at the time an application is submitted to the city unless otherwise specified.

TABLE 9:

Subdivisions	
Short Subdivision, Preliminary	\$1,200
Short Subdivision, Final	\$700
Short Subdivision, Preliminary, or Alteration	\$600
Short Subdivision, Final, Vacation or Alteration	\$500
Preliminary Subdivision Plats 10-20 lots	\$2,100 plus Hearing Examiner Fee
Preliminary Subdivisions Plats 21+ Lots	\$2,100 + \$50 Per Lot plus Hearing Examiner Fee
Minor Modifications to a Preliminary Plat	\$600
Major Modifications to a Preliminary Plat, 5-20 lots	\$2,100 plus Hearing Examiner fees
Major Modifications to a Preliminary Plat, 21+ lots	\$2,100 + \$50 per lot plus Hearing Examiner fees
Boundary Line Adjustment	\$300

Final Plat	\$1,100 + 50 Per Lot
Final Plat, vacation or alteration	\$1,100 + \$50 per lot plus Hearing Examiner fees
Binding Site Plan, Preliminary	\$1,200
Binding Site Plan, Preliminary, Alteration	\$500
Binding Site Plan, Final	\$700
Binding Site Plan, Final, Alteration or Vacation	\$500

TABLE 10:

SEPA	
Project Checklist Review and Threshold Determination	\$300
Non-Project Checklist Review and Threshold Determination	\$300
Environmental Impact Statement Preparation	Actual Cost, See SEPA Ord.
Environmental Impact Statement Review	Actual Cost, See SEPA Ord.

TABLE 11:

Shoreline Permits	
Administrative Shoreline Substantial Development Permit	\$600
Shoreline Substantial Development Permit	\$900 plus Hearing Examiner Fee
Shoreline Exemption (Letter)	\$150
Shoreline Conditional Use Permit	\$1,275 plus Hearing Examiner Fee
Administrative Shoreline Conditional Use Permit	\$600
Shoreline Variance	\$1,275 plus Hearing Examiner Fee
Administrative Shoreline Variance	\$600

TABLE 12:

Land Use Permits	
Conditional Use Permit	\$1,375 plus Hearing Examiner Fee
Critical Areas Exemption Request	\$75
Critical Areas Exception	\$1,275 plus Hearing Examiner Fee
Critical Areas Variance	\$1,275 plus Hearing Examiner Fee
Modification to Overlay District Boundaries	\$1,275 plus Hearing Examiner Fee
Rezone (without Comp Plan Amendment)	\$1,375 plus Hearing Examiner fee
Temporary Use Permit	\$150
Temporary Use Permit Extension	\$150
Variance, Administrative	\$300
Variance	\$1,275 plus Hearing Examiner Fee
Variance, View Protection Overlay District	\$1,275 plus Hearing Examiner fee

TABLE 13:

Other Review	
Request for a statement of restrictions per RCW 35.21.475	\$75
Accessory Dwelling Units	\$75
Administrative Interpretation (POMC Chapter 20.10)	\$75 minimum, an additional deposit may be required if city attorney review is required, any city attorney expenses related to an application for an administrative application shall be paid by the applicant prior to issuance of a decision
Nonconforming Use	\$150
Pre-Application Meeting	\$150 (100% is credited to a subsequent related land use application if filed within 12 months)
Development Agreements	\$1,000 Applied to the city's costs including city attorney fees regardless of whether a development agreement is approved
Comp Plan Amendment (Text)	\$500
Comp Plan Amendment (Map)	\$1,875
Forest Practices Application (Local Approval)	\$300
Pre-Submittal Design Review	\$150 (up to 100% credited to a subsequent related permit application if filed within 12 months)
Tax Abatement Exemption Application	\$1,500
Zoning Verification Letter	\$75

Signs Permits

Signs may also require a building permit. See Section B.2 and Table 3.

TABLE 14:

Sign Permits	
A-Board Sign	\$25
Permanent Sign	\$50
Master Sign Plan Permit	\$300
Placement of WSDOT directional sign	\$75
Sign Variance	\$300

The Public Works Department permit fees listed in the tables below shall be paid at the time an application is submitted to the city unless otherwise specified.

TABLE 15:

Public Works Department Permits and Fees		
Public Works	Cost	Note
Minor Land Disturbing Activity Review and Permit (disturbances of less than 1,000 square feet)	\$50	No more than one minor LDAP may be issued for the same property (parcel and/or address) in any 365 day period.
Land Disturbing Activity Permit Plan Review	\$100 base fee, plus \$100 for the first acre of disturbance + \$25 for each additional acre of Disturbance above 1 acre. Area to be rounded up to the next higher acre. \$100 minimum fee.	(Paid at the time of application submittal – covers Land Disturbing Activity plan review costs). Acres of disturbance should be rounded up to the nearest acre.
Land Disturbing Activity Permit	\$100 for the first acre of disturbance + \$50 for each additional acre of Disturbance above 1 acre. Area to be rounded up to the next higher acre. \$100 minimum fee.	(Paid at time of permit issuance – covers Land Disturbing inspection costs). Acres of disturbance rounded up to the nearest acre.
Stormwater Drainage Permit Plan Review	\$100 for the first 3,000 square feet of new and replaced hard surface to be constructed + \$25 for each additional 3,000 square feet or fraction thereof of hard surface to be constructed. \$100 minimum fee.	(Paid at the time of application submittal – covers hard surface and stormwater improvement plan review costs).
Stormwater Drainage Permit	\$100 for the first 3,000 square feet of new and replaced hard surface to be constructed + \$50 for each additional 3,000 square feet or fraction thereof of hard surface to be constructed. \$100 minimum fee.	Stormwater Drainage Permit (Paid at time of permit issuance – covers hard surface and stormwater inspection costs)
Street Use Permit Application Fee	\$50	
Tree cutting permit	\$50	
Latecomer Agreement Review Fee	\$500 Deposit	The applicant shall pay the actual fee, including city attorney costs, for preparing the latecomer agreement
ROW Permit, Tier 1	\$50	For uses which do not include the physical

		disturbance of the right-of-way.
ROW Permit, Tier 2	\$230	For activities which alter the appearance, or disturb the surface or sub-surface, or allow long term use of the right-of-way.
Work without a Permit – Penalty	Permit fee is doubled; \$65 minimum.	Violator must obtain the required permit and pay twice the normal permit fee

TABLE 16:

Street Vacations	
Street Vacation Petition Fee	\$120
Street Vacation Appraisal Fee (Refundable Deposit)	\$500 Deposit, Petitioner shall pay the actual cost of the appraisal.

TABLE 17:

Impact Fee Deferrals (POMC 20.182.110(4))	
Application for Impact Fee Deferral	\$300 minimum
Lien release for Impact Fee Deferral	\$300 minimum

TABLE 18:

Residential Parking Permits	
Residential Parking Permit	\$10
Replacement Parking Permit	\$5
Temporary Residential Parking Permit	\$10
Bed and Breakfast Parking Permit	\$10

Concurrency (POMC 20.180)

1. Concurrency (Capacity Reservation Certificate) applications fees shall be based on the following table. Each type of application (Transportation, Water, or Sewer) shall include payment of an application fee (A) plus any consultant fees charged to the city (B) for concurrency review as applicable.
2. The Director of Public Works shall make all determinations as to whether an application is to be reviewed by the city or to be sent to the consultant for review.
3. When consultant review is required, the applicant shall pay the actual fee incurred by the city. Any balance owed shall be paid prior to the issuance of a concurrency certificate.

TABLE 19: Concurrency Review

Type of Review	A	B
	Application Fee (also the total review fee for applications reviewed in house by the City)	Review Performed by Consultant: A scope and fee shall be obtained from the Consultant after the application is received.
Transportation	\$150	Either Tier 1 (limited review) or Tier 2 (full review) fixed fees listed in consultant fee schedule. For projects that do not fit the categories, the fee will be determined on PM peak hour trip generation, or as determined in a not-to-exceed task order.

Water	\$150	The applicant shall pay the amount shown in the scope and fee provided by the City's Consultant.
Sewer	\$150	The applicant shall pay the amount shown in the scope and fee provided by the City's Consultant.

E. Hourly Rates.

A minimum of one hour shall be charged per staff member when using the hourly rates. Additional charges shall be by the quarter hour per staff member.

Plan review fees shall apply to revisions to plans or documents which were previously reviewed and approved. The fee shall be equal to the hourly rate for all staff performing the review, or the full permit plan review fee, whichever is less.

The hourly rates shall be used to calculate deductions to refunds.

A Reinspection fee is charged at the hourly rate for reinspection after the same inspection fails for the second time.

TABLE 20.

Type	Hourly Rate	Notes
Plan Review, Building/Fire	\$75	
Plan Review, Planning - DCD	\$75	
Plan Review, Engineering – Public Works	\$85	
Administrative, Permit Center	\$60	
Reinspection, Building/Fire	\$75	After two prior inspections for same work
Reinspection, Public Works	\$75	After two prior inspections for same work
Reinspection, Planning	\$75	After two prior inspections for same work
Inspections outside of normal business hours, Public Works	Hourly rate x 1.5 \$75	Minimum charge: 2 hours
Alternate methods and materials review, Building	\$75	

F. Work by Outside Consultants: Building and Fire Codes.

- The jurisdiction may send permit applications to third-party consultants for plan review. The plan review fee paid as described in Section B covers the City's consultant cost, except for the following reviews:
 - Third and subsequent submittals. The applicant shall pay the actual hourly costs as listed in table 21 for all 3rd and subsequent submittals.
 - Projects with total valuation exceeding \$10,000,000, or projects of a significant complexity that require outside review such as courthouses, schools, hospitals as determined by the Building Official. For projects as described in this subsection, the initial plan review fee shall be applied to the 3rd party consultant review fee. If that fee is inadequate to fully pay the actual plan review fee then the applicant shall be billed for the additional cost as described in subsection 3 below.
- The city may provide inspections by contracted services. Permit fees cover the consultant's inspection charges except for afterhours inspection.
- The plan review fees and afterhours inspection fees as described in Sections 1 and 2 shall be billed at the rates provided in table 21.
- The fees charged listed in table 21 shall be based on an hourly rate must be paid in full prior to the issuance of the permit, approval, denial, decision or recommendation, final inspection, or issuance of Certificate of Occupancy, as applicable to the type of permit and when the work is performed.

5. When the hourly rate is used for consultants, the fee may be rounded to the quarter hour.

TABLE 21. Building and Fire Code: Consultant Services Hourly Rates.

Types listed represent the most frequently used rates.

Type	Rate	Notes
Plan Review, 3 rd and subsequent reviews	\$110 / hour	Subject to current contract
Plan Review, revisions to approved plans	\$110 / hour	Subject to current contract
Fire Code Plan Review: Reviewer	\$110 / hour	Subject to current contract
Technician	\$85 / hour	Subject to current contract
Inspections, outside of normal business hours	\$120 / hour	Subject to current contract

G. Work by Outside Consultants: Other Services.

The applicant shall be required to pay the actual cost of 3rd party review by qualified consultants under contract with the city.

1. Special Reports Review.

- When an application includes the submittal of special reports and/or plans such as habitat management plans, geotechnical reports, or traffic impact analyses requiring review beyond the capabilities of city staff, the city will obtain a fee estimate from its consultant for the scope of work, and provide that estimate to the applicant for payment to the city. The city shall authorize the consultant to proceed once the payment has been received.
- If additional special review by the consultant is required, and amended scope of work and new estimate shall be obtained by the city for payment by the applicant before the additional work by the consultant can proceed.
- If the consultant's fee total is less than the full amount paid by the applicant, the remainder shall be refunded according to section K. and table 25.

2. Alternative Forms Review.

When the applicant proposes to use an alternative form instead of the city's standard approved form, the city may request review by the city attorney of the alternative form if a legal determination is required to ensure that the language in the proposed form adequately addresses the city's interests. The cost of review shall be paid by the applicant at the attorney's hourly rate.

H. Appeal Fees.

Fees are collected when the appeal is filed. Any appeal statement must be filed on the deadline established in the City's code relating to the specific appeal, together with a certified check in the amount of the appeal fee.

If the City Council is the decision-maker on the appeal, only the appeal fee shall be charged.

If any appellant believes that the payment of the appeal fee creates a financial hardship, it shall submit a request for an appeal waiver with the appeal statement on or before the deadline established in the City's code relating to the specific appeal. This request for an appeal waiver shall describe the appellant's financial situation and why payment of the appeal fee creates a financial hardship. As an example, the appellant may provide evidence that the appellant resides in a low-income household, which would include a single person, family or unrelated persons living together, whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for Kitsap County.

TABLE 22:

Appeal Type	Appeal Body	Amount
Abatement	Hearing Officer	\$100

Building Code	Building Board of Appeals (BBOA)	\$450
Concurrency Denial	Public Works Director	\$100
Development Agreement	Same as underlying permit or associated legislative approval	Depends on underlying permit.
Director's Code Interpretation	Superior Court	Appeals and any associated fees go directly to Superior Court.
Fire Authority's Decision	Building Board of Appeals (BBOA)	\$450
Illicit Discharge Detection and Elimination (IDDE) Notice and Order, revocation of permit, or assessment of costs of abatement	City Council	\$450
IDDE Appeal, independent consultant services	City Council	\$500 – \$1,500 deposit for Consultant services, actual costs to be paid. See Section F for consultant fees.
Impact Fee Amount Reconsideration	Director	\$100
Impact Fee Amount Established Upon Reconsideration by the Director	Hearing Examiner	\$450
Impact Fee Credit Reconsideration	Director	\$100
Impact Fee Credit Established Upon Reconsideration by the Director	Hearing Examiner	\$450
SEPA Appeal	Same as underlying permit	\$450
Street Use Permit	Hearing Examiner	\$100
Type I, Director's Decision	Superior Court	Appeals and any associated fees go directly to Superior Court.
Type II Permit	Hearing Examiner	\$450.
Type II Permit, Deposit for a certified transcription of hearing for appeal from Hearing Examiner's decision	Hearing Examiner	Deposit is based on fee estimate from transcription service. After the final invoice, any remainder of the deposit shall be refunded. Any fees in excess of the deposit shall be paid by the applicant.
Type II Permit, appeal of Hearing Examiner's appeal decision	Superior Court	Appeals and any associated fees go directly to Superior Court.
Type III permit, appeal of Hearing Examiner's decision	Superior Court	Appeals and any associated fees go directly to Superior Court.

I. Hearing Examiner Fees.

Hearing Examiner fees (excluding appeals to the Hearing Examiner) shall be the Hearing Examiner's actual costs, plus an administrative fee.

Fees and deposits are required to be paid when the application is submitted.

Hearing examiner fees will be secured from the deposited amount and any remainder shall be refunded to the applicant at the end of the appeal period.

Hearing Examiner fees in excess of the deposit amount will be billed to the applicant, and preliminary approval of the project will be conditioned subject to payment of outstanding Hearing Examiner fees.

City projects which require Hearing Examiner services are exempt from the deposit requirement. Instead, the bill from the Hearing Examiner shall be routed to the appropriate department for payment.

TABLE 23:

Type	Amount
TYPE III Hearing, Administrative fee	\$250 (non-refundable)
Type III Hearing, deposit	\$3,000 deposit
Appeal fee, for appeal of Hearing Examiner decision	See Table 22. Appeal Fees
Appeal fee, for appeals to the Hearing Examiner	See Table 22. Appeal Fees.

J. Other Fees.

TABLE 24:

Other Fees	
Electronic documents on digital storage media or devices	Actual cost
Photocopies, 8 ½ x 11	\$0.15 per page
Public Notice signs	Actual cost + 25%
Mailing fee for Developer's issued permit package	USPS Priority Flat Rate + 25%
Technology Fee, for each permit application entered in the electronic permitting system.	\$10 (non-refundable)
The applicant is responsible for paying recording fees for permit-related documents required to be recorded with the Kitsap County Auditor.	Actual cost of recording is paid directly to the County Auditor.
Posted Stop Work	\$75 for each occurrence (not charged when a Work Without a Permit penalty is required at the same time)
Notary Service	\$10 per stamp

K. Refunds.

Refunds may be requested using the Permit Center's refund request form.

Refund requests must be made within one year of the original payment date.

Refund requests must be made prior to the expiration of the permit or application.

Refunds shall be issued as authorized by the director.

Prior to release of any refund,

- All fees or charges owed on the subject application or permit will be deducted.
- All fees or charges owed on associated applications or permits will be deducted.
- Expended staff hours for application review, processing or inspection will be deducted.

Staff hours shall be calculated at the hourly rate in Table 20.

The following items shall not be eligible for refund:

- Technology fee.
- Plan review fees once the permit has been issued.
- Charges for work without a permit.
- Convenience fee for credit/debit card payment.
- Public Notice signs if posted on the property.
- Consultant fee after work has been performed.

TABLE 25:

Type	Amount
Plan Review fees for withdrawn, cancelled or returned building or fire permit application prior to issuing a permit:	Expended staff hours shall be deducted. No refund shall exceed 80% of the plan review fee.
Building or Fire Permit Fees:	If the permit fee was paid and the application cancelled or withdrawn prior to issuance, 100% of the permit fee may be refunded provided no staff hours have been expended for inspections or preparing the permit for issuance. Expended staff hours shall be deducted after a permit has been issued. No refund shall exceed 80% of the permit fee after a permit has been issued.
Land Use Permit/Application Fees:	Expended staff hours shall be deducted. No refund shall exceed 80% of the initial application fee.
Plan Review fees for withdrawn, cancelled or returned Public Works LDAP or SDP permit applications prior to issuing a permit:	Expended staff hours shall be deducted. No refund shall exceed 80% of the plan review fee.
LDAP or SDP Permit Fees:	If the permit fee was paid and the application cancelled or withdrawn prior to issuance, 100% of the permit fee may be refunded. Expended staff hours shall be deducted after a permit has been issued. No refund shall exceed 80% of the permit fee after a permit has been issued.
Consultant Fees	If consultant fees are less than the initial estimate, the remainder shall be refunded after the consultant work is completed.



People Helping People Build a Safer World™

Building Valuation Data – February 2022

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs^{a, b, c}

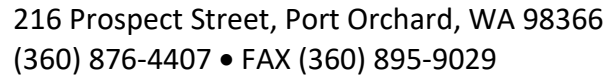
Group (2015 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	309.06	298.66	291.64	280.58	263.98	255.82	272.02	244.80	237.02
A-1 Assembly, theaters, without stage	282.85	272.45	265.42	215.36	202.99	229.61	245.81	218.59	210.80
A-2 Assembly, nightclubs	237.31	230.23	224.56	215.36	202.99	197.40	207.69	183.68	177.40
A-2 Assembly, restaurants, bars, banquet halls	236.31	229.23	222.56	214.36	200.99	196.40	206.69	181.68	176.40
A-3 Assembly, churches	286.90	276.49	269.47	258.42	242.23	234.07	249.86	223.05	215.26
A-3 Assembly, general, community halls, libraries, museums	244.77	234.37	226.34	216.29	198.94	191.79	207.73	179.77	172.98
A-4 Assembly, arenas	281.85	271.45	263.42	253.37	235.77	228.61	244.61	216.59	209.80
B Business	240.90	232.07	223.51	214.08	194.91	187.36	205.68	172.02	164.34
E Educational	257.70	248.89	242.35	231.90	216.47	205.54	223.92	189.21	183.31
F-1 Factory and industrial, moderate hazard	144.93	138.11	130.39	125.40	112.49	107.10	120.02	92.69	86.88
F-2 Factory and industrial, low hazard	143.93	137.11	130.39	124.40	112.49	106.10	119.02	92.69	85.88
H-1 High Hazard, explosives	135.29	128.47	121.75	115.76	104.14	97.75	110.39	84.34	0.00
H234 High Hazard	135.29	128.47	121.75	115.76	104.14	97.75	110.39	84.34	77.53
H-5 HPM	240.90	232.07	223.51	214.08	194.91	187.36	205.68	172.02	164.34
I-1 Institutional, supervised environment	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
I-2 Institutional, hospitals	401.22	392.40	383.83	374.40	354.29	0.00	366.00	331.40	0.00
I-2 Institutional, nursing homes	279.15	270.32	61.76	252.33	234.64	0.00	243.93	211.75	0.00
I-3 Institutional, restrained	273.40	264.57	256.00	246.57	229.13	220.58	238.17	206.24	196.56
I-4 Institutional, day care facilities	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
M Mercantile	177.02	169.94	163.27	155.07	142.48	137.88	147.40	123.17	117.89
R-1 Residential, hotels	246.94	238.56	231.54	222.30	204.35	198.77	222.58	183.44	178.00
R-2 Residential, multiple family	206.81	198.43	191.41	182.17	165.41	159.83	182.46	144.50	139.06
R-3 Residential, one- and two-family ^d	192.58	187.37	182.53	178.04	172.85	166.59	175.01	160.35	150.87
R-4 Residential, care/assisted living facilities	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
S-1 Storage, moderate hazard	134.29	127.47	119.75	114.76	102.14	96.75	109.39	82.34	76.53
S-2 Storage, low hazard	133.29	126.47	119.75	113.76	102.14	95.75	108.39	82.34	75.53
U Utility, miscellaneous	104.98	99.04	93.31	89.21	80.44	74.45	85.33	63.42	60.43

a. Private Garages use Utility, miscellaneous

b. For shell only buildings deduct 20 percent

c. N.P. = not permitted

d. Unfinished basements (Group R-3) = \$23.20 per sq. ft.



Meeting Date:	December 12, 2023
Prepared by:	Brandy Wallace, MMC
	City Clerk
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,
ADOPTING THE 2024 CITY COUNCIL MEETING SCHEDULE PURSUANT TO
POMC 2.04.010 MEETING TIME AND PLACE.**

WHEREAS, on July 11, 2017, City Council adopted Ordinance No. 026-17 which adopted the classification of non-charter code city for the City of Port Orchard; and

WHEREAS, on pursuant to Port Orchard Municipal Code 2.04.010 Meeting Time and Place the city council shall hold a minimum of one meeting per month. The city council shall determine the annual schedule for these meetings for the next calendar year no later than the last regular business meeting of the preceding calendar year; and

WHEREAS, City Council typically will meet for regular business meetings the 2nd and 4th Tuesday of each month, with a work study meeting the 3rd Tuesday of each month. All meetings start at 6:30 pm; and

WHEREAS, the meeting in August will only be a Regular meeting held on the 2nd Tuesday, and the meeting in December on the 2nd and 3rd Tuesday, meetings will start at 6:30 pm; now, therefore,

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

THAT: The 2024 city council meeting calendar shall be adopted, and meetings shall be held on:

January	9 th , 16 th and 23 rd
February	13 th , 20 th and 27 th
March	12 th , 19 th and 26 th
April	9 th , 16 th and 23 rd
May	14 th , 21 st and 28 th
June	11 th , 18 th and 25 th
July	9 th , 16 th and 23 rd
August	13 th
September	10 th , 17 th and 24 th
October	8 th , 15 th and 22 nd
November	12 th , 19 th and 26 th
December	10 th and 17 th

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

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.:	<u>Consent Agenda 4H</u>	Meeting Date:	<u>December 12, 2023</u>
Subject:	<u>Approval of Amendment No. 2 to Contract</u>	Prepared by:	<u>Nicholas Bond</u>
	<u>No. 057-22 with SAFEBuilt Consultants for</u>		<u>DCD Director</u>
	<u>Building/Fire Code Plan Review and</u>	Atty Routing No.:	<u>N/A</u>
	<u>Building Code Inspection Services</u>	Atty Review Date:	<u>N/A</u>

Summary: The City relies on consultants to support the Building Department for plan review and inspection services under the City's building codes. On April 12, 2022, the City Council adopted Resolution No. 039-22, authorizing the Mayor to execute a contract with Safebuilt Washington, LLC, for As-Requested Building and Fire Code Inspection Services, and Remote Plan Review Services. Council authorized Amendment No. 1 to Contract No. 057-22 on October 11, 2022, increasing the total authority to \$280,000 through December 31, 2023 while keeping the original contract term. Contract No. 057-22 will expire on December 31, 2023. Given permitting volumes for single and multi-family development, and the City's targets for time periods in which to turn around building permit applications, the City requires additional services for the City to maintain current levels of service. By this action the City Council would authorize an amendment to the contract to increase the total authority to \$420,000 and extend the contract by 1 year.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends approval of Amendment No. 2 to Contract No. 057-22 with SafeBuilt as presented.

Motion for consideration: "I move to authorize the mayor to execute Amendment No. 2 to Contract No. C057-22 with SafeBuilt for building and fire code plan review and inspection services."

Fiscal Impact: This amendment is for a new not to exceed amount of \$140,000 during the 2023-2024 budget years. The City's building permit and plan check fee revenues are greatly above budgeted revenues. While a budget amendment is likely required, there are corresponding revenues to offset these new expenditures.

Alternatives: Hire additional staff building inspectors and plan reviewers.

Attachments: Amendment No. 2, Contract No. C057-22, Courtesy copy of Resolution C039-22

Amendment No. 2 to Contract No. C057-22
CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT WITH
SAFEUILT WASHINGTON, LLC

THIS AMENDMENT No.2 to Contract No. **C057-22** (“**Amendment**”) is entered into between the City of Port Orchard, a Washington municipal corporation (“**City**” or “**Port Orchard**”) and Safebuilt Washington, LLC, a Washington limited liability company (“**Consultant**”). City and Consultant are each a “**Party**” and together “**Parties**” to this Amendment.

The Parties hereby agree as follows:

RECITALS:

- A. The City and Consultant entered into an agreement on April 12, 2022 for the purpose of providing As-Requested Building and Fire Code Inspection Services and Remote Plan Review Services (“**Agreement**”). The Agreement expires on December 31, 2023 but contained two one-year extensions options.
- B. The First Amendment of the Agreement on November 28, 2022 increased the not to exceed amount to \$280,000 which was needed due to permitting and inspection work volume.
- C. The City finds the need for continued service due to work volume, therefore, extending the contract term and increasing the not to exceed amount to \$420,000 is needed for 2024 to continue to receive these services in 2024.
- D. In order to make this change, the Agreement needs updating.

SECOND AMENDMENT TO AGREEMENT:

1. **Extension.** The City hereby exercises the first one-year contract extension set forth in Section 3, making the new expiration date December 31, 2024.

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

4. Compensation.

TIME AND MATERIALS NOT TO EXCEED. Compensation for those services shall not exceed **\$420,000** without advance written authorization by the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit “A”, as supplemented by the Second Amendment.

3. **Amendment.** Exhibit “A” to the Agreement is supplemented with Exhibit “A-2” which is attached to this Amendment and incorporated herein by this reference as if set forth in full. The effective date for the rates in Exhibit “A-2” shall be January 1, 2024.

4. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

5. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

6. **Effective date.** This Amendment shall be effective as of January 1, 2024.

DATED this ____ day of _____, 2023.

**CITY OF PORT ORCHARD,
WASHINGTON**

CONSULTANT

Robert Putaansuu, Mayor

Signature

ATTEST/AUTHENTICATED:

Printed Name and Title

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

RESOLUTION NO. 039-22

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAFEUILT WASHINGTON LLC FOR BUILDING, PLANNING, AND MECHANICAL INSPECTION SERVICES, AND REMOTE PLAN REVIEW SERVICES.

WHEREAS, the City's Department of Community Development identified the operational need for as-needed consulting building, planning, and mechanical inspection services, and remote plan review services to meet the current demand; and

WHEREAS, on January 5, 2022, pursuant to the City's procurement policies and procedures, Staff established a list of qualified consultants from the 2022 MRSC Consultant Roster for the Main Category – Building Department Services and Sub-Category – Building Inspection Services, by evaluating the statements of qualification on file with MRSC for the firms listed on the Roster; and

WHEREAS, the City utilizes two other building consultants, procured via the roster, as of January 5, 2022, but due to extremely high permitting volumes, and the need to supplement the availability of those providers, the City wishes to add an additional on-call building services consultant; and

WHEREAS, Staff evaluated the statements of qualification available through the MRSC consultant roster, and determined that Safeuilt Washington, LLC was the most highly qualified firm not already under contract the city to perform these professional services; and

WHEREAS, Staff negotiated a contract with Safeuilt Washington, LLC for the performance of these professional services and recommends Council approval of the selected consultant; and

WHEREAS, staff seeks a waiver of the City's procurement policies which requires selection of a vendor based exclusively on cost, without consideration of the qualifications and expertise of the selected vendor, and staff identified that Consultant's qualifications, expertise and experience make Consultant the most highly qualified consultant, to the benefit of the City's ability to meet the needs of the community; and

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

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

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

THAT: The City Council approves of and authorizes the Mayor to execute a contract with Safebuilt Washington, LLC for as-needed consulting building, planning, and mechanical inspection services, and remote plan review services, in the amount of \$140,000.

THAT: The City Council authorizes a limited waiver of the City's Procurement Policies and Procedures, adopted via Resolution No. 042-20, for this contract and amendment for the reasons identified herein, and ratifies all actions previously taken 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 Clerk in authentication of such passage this 12th day of April 2022.

DocuSigned by:

Robert Putaansuu

F69E88B5D0E74EF...

Robert Putaansuu, Mayor

ATTEST:

DocuSigned by:

Brandy Wallace

58B71243F4CB414...

Brandy Wallace, MMC, City Clerk

CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 12th day of April 2022, ("Effective Date") by and between the City of Port Orchard, a municipal corporation, organized under the laws of the State of Washington, whose address is:

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

Contact: Mayor Robert Putaansuu

Phone: 360.876.4407 Fax: 360.895.9029

and, SAFEbuilt Washington, LLC a corporation, organized under the laws of the State of Delaware, doing business at:

SAFEbuilt Washington, LLC (hereinafter the "**CONSULTANT**")
3755 Precision Drive, Suite 140
Loveland, Colorado 80538

Contact: Phone: 206.462.7030

for professional services in connection with the following Project:

As-Requested Building, Planning, and Mechanical Inspection Services, and Remote Plan Review Services.

TERMS AND CONDITIONS

1. Services by Consultant.

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

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

A. The Consultant shall perform the services described in the Scope of Work in accordance with the tasks identified within Exhibit "A" and the terms of this Agreement. If delays beyond the Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

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

3. **Terms.** This Agreement shall commence upon the Effective Date stated above of the Agreement and shall terminate December 31, 2023 unless extended or terminated in writing as provided herein. **The City reserves the right to offer two (2) one-year extensions prior to contract expiration to retain the selected company's services.**

4. **Compensation.**

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$ 140,000 without advance written authorization by the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "A"

5. **Payment.**

A. The Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

6. **Discrimination and Compliance with Laws**

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

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and

regulations that are now effective or become applicable within the term(s) of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

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

8. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors. Consultant may terminate this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost. In case of such termination, Consultant shall be entitled to receive payment for work completed prior to the date of termination. Consultant's termination for convenience does not constitute a default or breach of this Agreement.

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

C. Rights Upon Termination.

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

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

D. **Suspension.** The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends as long as such suspension does not exceed thirty (30) days.

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

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

10. Ownership of Work Product.

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

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

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

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

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

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

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Workers' Compensation Employer's Liability each accident \$1,000,000, Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

14. Assigning or Subcontracting. The Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent shall not be unreasonably withheld..

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

Robert Putaansuu
Mayor
216 Prospect Street
Port Orchard, WA 98366

Phone: 360.876.4407
Fax: 360.895.9029

CONSULTANT
Joe DeRosa, CFO
SAFEbuilt Washington, LLC
3755 Precision Drive #140
Loveland, CO 80538

Email: jderosa@safebuilt.com

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

17. General Provisions.

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

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or

unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

18. Title VI

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, must affirmatively insure that its contracts comply with these regulations.

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

1. **Compliance with Regulations:** The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of

another who fails or refuses to furnish the information, the Consultant will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding payments to the Consultant under the Agreement until the contractor complies; and/or
 2. cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

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

CITY OF PORT ORCHARD,
WASHINGTON

DocuSigned by:
By: Robert Putaansuu
F69E88B3D0E74EF...
Robert Putaansuu, Mayor

Date: April 15, 2022

ATTEST/AUTHENTICATE:

DocuSigned by:
By: Brandy Wallace
58B71243F4CB414...
Brandy Wallace,
MMC City Clerk

CONSULTANT
SAFEbuilt Washington, LLC

By: [Signature]

Name: Avner Alkhas

Date: April 14, 2022

Title: CFO

APPROVED AS TO FORM:

DocuSigned by:
By: [Signature]
203701F25520457...
Charlotte A. Archer, City Attorney



APPENDIX A

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT A – SCOPE OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

As-Requested Building, Plumbing, Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

As-Requested Remote Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Remote Plan Conveyance

- ✓ Electronic plan submittals will be reviewed and returned electronically
- ✓ Applicant will submit number of hardcopies required by Municipality
- ✓ Consultant will return plans and supporting documents

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Inspectors will be dispatched on an as-requested basis
- ✓ Consultant representative(s) will be available by phone and email

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	10 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less

4. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2023 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services <ul style="list-style-type: none">• Building, Mechanical, Plumbing	\$105.00 per hour – one (1) hour minimum
Plan Review Services <ul style="list-style-type: none">• Residential and Commercial• Excludes fire review	55% of Municipal Plan Check Fee as established by ordinance or resolution
Fire Plan Review Services	\$150.00 per hour – one (1) hour minimum
Pre-Submittal Meetings	\$125.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	\$125.00 per hour – two (2) hour minimum
Hourly time tracked will start when Consultant checks in at Municipality or first inspection site.	



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: Adoption of a Resolution Approving
Amendment No. 2 to Contract No. 094-20
with Grette Associates for Third-Party
Critical Areas Review

Meeting Date: December 12, 2023
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: On December 15, 2020, the Port Orchard City Council approved Contract No. C094-20 with Grette Associates for Third Party Critical Areas Review, reimbursed by developer fees, in an amount not to exceed \$70,000.

For 2024, the City has identified a continued need for Third Party Critical Areas Review, reimbursed by developers' fees. The initial contract has a two-year term but provides that the City may offer two (2) one-year extensions prior to contract expiration. In December 2022, the City Council approved a Resolution extending the contract for one year as stipulated in the Contract. Accordingly, these services are within the scope of the original agreement and associated procurement process, and budget authority is available for these services in 2024. Amendment No. 2 to the contract would extend the contract term by one (1) year (new termination date of December 31, 2024).

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends the Council authorize the Mayor to execute Amendment No. 2 to Contract No. C094-20 with Grette Associates for Third Party Critical Areas Review extending the contract termination date to December 31, 2024.

Motion for consideration: I move to adopt a resolution and authorize the Mayor to execute Amendment No. 2 to Contract No. C094-20 with Grette Associates for Third Party Critical Areas Review extending the contract term by one (1) year.

Fiscal Impact: This on-call pass through contract is included in the preliminary 2024 budget

Alternatives: Do not approve the Resolution. Failing to approve this resolution will result in an inability for the City of Port Orchard to acquire third-party review of critical areas reports.

Attachments: Resolution, Contract Amendment #2, Contract 094-20

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION TO CONTRACT C094-20 WITH GRETTE ASSOCIATES LLC FOR 2024 ON-CALL CRITICAL AREAS REVIEW AND CONSULTING SERVICES.

WHEREAS, on September 18, 2020, the City of Port Orchard Department of Community Development sent a Request for Proposals (RFP) for on-call, third-party review of critical areas reports and development proposals to three qualified firms on the MRSC personal services roster; and

WHEREAS, the City received Statements of Qualifications from two firms, and on November 6, 2020, after review of all qualifications, the City selected Grette Associates LLC as one of the firms to provide on-call critical areas review and consulting services from 2021-2023; and

WHEREAS, staff negotiated a contract for services including fees with Grette Associates LLC, and finalized a professional services agreement on December 11, 2020; and

WHEREAS, the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, documented their consultant selection process as described above for Contract 094-20 by Resolution 070-20; and

WHEREAS, Contract 094-20 stipulates that the City of Port Orchard may offer two (2) one-year extensions to the term of Contract C094-20; and

WHEREAS, on December 13, 2022, the City of Port Orchard extended the term of Contract 094-20 for one-year as provided in the Terms and Conditions of Contract 094-20 by Resolution No. 122-22; and

WHEREAS, the City of Port Orchard wishes to extend the term of Contract 094-20 for one-year as provided in the Terms and Conditions of Contract 094-20 by Resolution; and

WHEREAS, the parties wish to update Exhibit B of Contract 094-20 by Resolution; and

WHEREAS, the one-year extension of the term of Contract 094-20 would be effective on December 31, 2023; 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 of and authorizes an update to Exhibit B of Contract 094-20 with Grette Associates LLC for 2024 on-call critical areas review and consulting services.

THAT: The Port Orchard City Council approves of and authorizes the Mayor to execute a one-year extension of Contract 094-20 with Grette Associates LLC for 2024 on-call critical areas review and consulting services.

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

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

Amendment No. 2 to Contract No. C094-20
CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT WITH
Grette Associates LLC

THIS AMENDMENT to Contract No. 094-20 (“Amendment”) is made effective as of the 31st day of *December*, 2023, by and between the City of Port Orchard (“City”), a municipal corporation, organized under the laws of the State of Washington, and *Grette Associates*, a limited liability company organized under the laws of the State of Washington, located and doing business at 2709* *Jahn Ave NW, STE H5, Gig Harbor, WA 98335* (“Consultant”).

WHEREAS, on December 31, 2020, the City executed a Professional Service Agreement with Consultant, for the provision of On-call Consulting Services (“Underlying Agreement”); and

WHEREAS, as stipulated in the Terms and Conditions of Contract 094-20 the City may offer two (2) one-year extensions prior to contract expiration; and

WHEREAS, as stipulated in the Terms and Conditions of Contract 094-20 the City extended the contract for one year to ensure on-call consulting services were available for 2023 on December 31, 2022; and

WHEREAS, a stipulated in the Terms and Conditions of Contract 094-20 the City desires to extend the term of the contract for an additional year to ensure on-call consulting services are available for 2024 on December 31, 2023; and

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

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

1. Section 3 of the Underlying Agreement (Contract 094-20) between the parties is amended to extend the Terms and Conditions of Contract 094-20 for a period of one (1) year.
2. Updating Exhibit B with Consultant’s current billing rates and reimbursable expenses.
3. In all other respects, the Underlying Agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

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

CITY OF PORT ORCHARD,
WASHINGTON

CONSULTANT

Robert Putaansuu, Mayor

Signature

ATTEST/AUTHENTICATED:

Printed Name and Title

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

2024 Billing Rates

Title	Rate
Principal/Senior Scientist	\$275.00
Associate Scientist	\$244.00
Biologist 5	\$210.00
Biologist 4	\$182.00
Environmental Planner 4	\$182.00
Biologist 3	\$165.00
Biologist 2	\$149.00
Biologist 1	\$128.00
Administrator/Assistant	\$95.00
Field Assistant	\$95.00

Subconsultants	8% MU
Expenses	8% MU
Mileage – Current IRS Rate	\$
<i>Other Expense Rates Available Upon Request</i>	

Staff Classification	
Glenn Grette	Principal Scientist
Matthew Boyle	Senior Scientist
Scott Maharry	Associate Scientist
Larry Lehman	Biologist 5
Ryan Walker	Biologist 5
Jay Dirkse	Biologist 5
Syd Gebers	Biologist 4
Chad Wallin	Biologist 4
Sasha Ertl	Biologist 4
Anne Hessburg	Environmental Planner 4
Eron Drew	Biologist 2
Jessica Pavelka	Biologist 1
Terra Hauser	Biologist 1
Megan Sauer	Administrator
Holly Lehman	Administrative Assistant

Select staff may be reclassified. Rates will be increased effective January 1, 2025.

CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT
Contract No. 094-20

THIS Agreement is made effective as of the 15th day of December 2020, by and between the City of Port Orchard, a municipal corporation, organized under the laws of the State of Washington, whose address is:

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

Contact: Mayor Robert Putansuu Phone: 360.876.4407 Fax: 360.895.9029

and Grette Associates LLC, a limited liability company, organized under the laws of the State of Washington, doing business at:

2102 North 30th Street, Suite A (hereinafter the "**CONSULTANT**")
Tacoma, WA 98403

Contact: Matthew Boyle Phone: 253.573.9300
for professional services in connection with the following Project:

On-Call Consulting Services

TERMS AND CONDITIONS

1. Services by Consultant.

A. The Consultant shall perform the on-call services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City. In performing such services, the Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Consultant shall perform the services diligently and completely in accordance with professional standards of conduct and performance for Consultant's profession.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

A. The Consultant shall perform the services described in the Scope of Work in accordance with the tasks identified within Exhibit "A" and the terms of this Agreement. If delays beyond the Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension of time and/or additional budget is appropriate.

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

City of Port Orchard and Grette Associates LLC
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3. **Terms.** This Agreement shall commence on December 15, 2020 ("Commencement Date") and shall terminate December 31, 2022 unless extended or terminated in writing as provided herein. **The City reserves the right to offer two (2) one-year extensions prior to contract expiration to retain the selected company's services.**

4. **Payment.**

A. This Agreement does not guarantee any amount of work for the Consultant. The City shall pay the Consultant an amount based on time and materials, not to exceed Seventy Thousand Dollars (\$70,000.00) for the services set out on Exhibit "A" hereto, based on the list of hourly billing rates and reimbursable expenses set forth in Exhibit "B", attached hereto and incorporated herein by this reference. This is the maximum amount to be paid under this Agreement for the work described in this Agreement and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement.

B. The Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

C. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

E. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

F. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. **Discrimination and Compliance with Laws**

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

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory

City of Port Orchard and Grette Associates LLC

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completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the term(s) of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

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

7. Suspension and Termination of Agreement

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

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

C. Rights Upon Termination.

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

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

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

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

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

9. **Ownership of Work Product.**

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

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

10. **Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

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

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

City of Port Orchard and Grette Associates LLC

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1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Workers' Compensation Employer's Liability each accident \$1,000,000, Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

- 13. Assigning or Subcontracting.** The Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

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

Robert Putaansuu
Mayor
216 Prospect Street
Port Orchard, WA 98366

Phone: 360.876.4407
Fax: 360.895.9029

CONSULTANT
Matthew Boyle
2102 North 30th Street, Suite A
Tacoma, WA 98403

Phone: 253.573.9300

15. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

16. General Provisions.

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

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

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

City of Port Orchard and Grette Associates LLC

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attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

17. Title VI

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, must affirmatively insure that its contracts comply with these regulations.

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

1. **Compliance with Regulations:** The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

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

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

CITY OF PORT ORCHARD,
WASHINGTON

By: 
Robert Putansuu, Mayor

ATTEST/AUTHENTICATE:

By: 
Brandy Rinearson, MMC
City Clerk

APPROVED AS TO FORM:

By: 
Charlotte A. [unclear], Attorney

CONSULTANT

By: 
Name: Matthew Boyle

Title: Principal, Grette Associates



APPENDIX A

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

EXHIBIT A Scope of Work

City of Port Orchard Consulting Services On-Call

Statement of Understanding

This Contract for on-call Consulting Services is to supplement the capabilities of City of Port Orchard staff by providing critical areas consulting services related to development applications received by the City.

Specific work under this Contract will be performed by the Consultant on an individual task order basis. A specific scope, budget, and schedule will be provided for each requested task order. The Consultant is expected to respond promptly to task order requests.

PROJECT SCHEDULE

To be determined on a task order basis.

EXHIBIT B

Title	Rate
Principal	\$237.00
Biologist 5	\$178.00
Biologist 4	\$156.00
Biologist 3	\$139.00
Biologist 2	\$126.00
Biologist 1	\$112.00
Environmental Planner 3	\$139.00
Administrative Assistant	\$82.00
Field Assistant	\$82.00

Subconsultants	8% MU
Expenses	8% MU
Mileage	\$0.60
<i>Other Expense Rates Available Upon Request</i>	

Grette Staff Classifications	
Glenn Grette	Principal Biologist
Matthew Boyle	Principal Biologist
Larry Lehman	Biologist 5
Ryan Walker	Biologist 5
Scott Maharry	Biologist 5
Jay Dirkse	Biologist 5
Syd Gebers	Biologist 3
Chad Wallin	Biologist 3
Eron Drew	Biologist 2
Sasha Ertl	Biologist 2
Tom Peterman	Biologist 1
Anne Hessburg	Environmental Planner 3
Megan Sauer	Administrative Assistant
Holly Lehman	Administrative Assistant



City of Port Orchard

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

Agenda Staff Report

Agenda Item No.: Consent Agenda 4J
Subject: Adoption of a Resolution Approving an
Interlocal Agreement with the WA State
Department of Commerce for a Middle
Housing Grant

Meeting Date: December 12, 2023
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: On September 15, 2023, the City of Port Orchard applied for and successfully received a State-funded grant of \$50,000 from the Washington State Department of Commerce under the authority granted by Chapter 39.34 RCW for actions relating to adopting ordinances that plan for and accommodate housing. The awarded Middle Housing grant amount of \$50,000, disbursed equally between the State of Washington's FY 2024 and FY 2025, is specifically for the implementation of House Bill 1110 (2023) and does not require a local match. The total project cost estimate submitted by the Department of Community Development as part of the Middle Housing Grant application process was \$50,000, including city staff time.

House Bill 1110 relates to the creation of more homes for Washington by increasing middle housing in areas traditionally dedicated to single-family detached housing. The intention of the Bill is to increase housing options that are more affordable to various income levels is critical to achieving the state's housing goals.

The Department of Commerce Middle Housing Grant Agreement allows the City to leverage funding to revise the Port Orchard Municipal Code by providing City decision-makers with evaluation options for the production of middle housing. The work will consist of identifying potential regulatory barriers preventing the production of middle housing, evaluate the City of Port Orchard's procedures and processes for review of permits for design standards and guidelines, and evaluate residential zoning districts for potential changes that could result in increasing middle housing development by broadening the types of housing allowed in each zoning designation.

Relationship to Comprehensive Plan: Informs the 2024 Comprehensive Plan Periodic Update, and implements the Land Use Element of the Comprehensive Plan

Recommendation: Staff recommends that the City Council authorize the execution of Washington State Department of Commerce Interagency Agreement with the City of Port Orchard through Growth Management Services for the Middle Housing Grant as presented.

Motion for consideration: "I move to authorize the Mayor to execute the Washington State Department of Commerce Interagency Agreement with the City of Port Orchard through Growth Management Services for the Middle Housing Grant in the amount of \$50,000 as presented."

Fiscal Impact: The grant program provides \$50,000 in no-match funding to the City of Port Orchard.

Alternatives: Refuse Grant.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE AN INTERAGENCY AGREEMENT WITH DEPARTMENT OF
COMMERCE RELATED TO THE MIDDLE HOUSING GRANT – FY 2024 AND FY 2025.**

WHEREAS; the City of Port Orchard is required to adopt regulations consistent with the requirements of House Bill 1110 (2023) by June 15, 2025; and

WHEREAS; on September 15, 2023, the City of Port Orchard applied for and successfully received a State-funded grant of \$50,000 from the Washington State Department of Commerce under the authority granted by Chapter 39.34 RCW for the completion of evaluating, developing and adopting regulations intended to increase middle-housing options in areas historically dedicated to single-family detached housing; and

WHEREAS; the awarded grant amount of \$50,000 is for the evaluation of existing processes and regulations which may hinder the development of middle housing options within Port Orchard; and

WHEREAS; the awarded grant amount of \$50,000 is for the development and adoption of processes and regulations which encourage middle housing options within Port Orchard; and

WHEREAS; the awarded grant amount of \$50,000 does not require a local match; and

WHEREAS; the total grant funding of \$50,000 is disbursed equally between the State of Washington's Fiscal Year 2024 and Fiscal Year 2025; and

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

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

THAT: The City Council authorizes the Mayor to execute an Interagency Agreement with the Department of Commerce related to the Middle Housing Grant, attached hereto as Exhibit A and incorporated herein by this reference.

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

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



**Interagency Agreement with
City of Port Orchard
through
Growth Management Services**

Contract Number:

24-63326-132

For

Middle Housing Grant

Dated:

Date of Execution

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Face Sheet

Contract Number: 24-63326-132

Local Government Division Growth Management Services Middle Housing Grants

1. Contractor City of Port Orchard 216 Prospect St Port Orchard, WA-98366		2. Regional Planner Carol Holman Carol.Holman@commerce.wa.gov	
3. Contractor Representative Nicholas Bond Director 360-874-5533 nbond@portorchardwa.gov		4. COMMERCE Representative Anne Aurelia Fritzel 1011 Plum Street SE Housing Planning Manager Olympia, WA 98504 360-259-5216 Anne.Fritzel@commerce.wa.gov	
5. Contract Amount \$50000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 15, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
ALN N/A			
10. Tax ID # N/A	11. SWV # 0025665	12. UBI # 182-000-005	13. UEI # N/A
14. Contract Purpose For activities that support the preparation and adoption of policies and/or codes and other measures specific to implement middle housing (RCW 36.70A.030(26)) by applicable statutory deadlines.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, and Attachment "B" – Budget.			
FOR CONTRACTOR _____ Rob Putaansuu, Mayor _____ Signature _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$50000 (fifty thousand dollars), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

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

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63326-132.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. Any payment made by COMMERCE for costs that are determined to be duplicate, in Commerce's sole determination, shall be subject to recapture and may result in suspension or termination of this Contract.

Disallowed Costs

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

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

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

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

7. FRAUD AND OTHER LOSS REPORTING

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

8. ORDER OF PRECEDENCE

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

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

General Terms and Conditions

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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

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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or

acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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

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

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

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

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

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

Attachment A: Scope of Work

Actions/Steps/ Deliverables	Description	Start Date	End Date
Action 1	Prepare Draft Middle Housing Comprehensive Plan Policies	September 2023	May 2024
Step 1.1	Based on the City's Housing Action Plan (which was adopted in 2023) and other resources such as Commerce materials, prepare a memorandum that identifies the menu of choices (Middle Housing Options Memo) that City decision-makers can use to evaluate options for the production of middle housing within the City of Port Orchard.		February 2024
Step 1.2	Present the Middle Housing Options memo to the Port Orchard City Council. The purpose of the meeting will be to review the memo and seek direction from the Council related to which strategies should be further developed.		April 2024
Step 1.3	After receiving direction from the City Council, City staff will review the land use, housing, and capital facilities elements of the City's draft Comprehensive Plan as well as our recently completed HAP to explore opportunities to remove impediments and incentivize the production of middle housing units within the City of Port Orchard.		May 2024
Deliverable 1	Middle Housing Options Memo and Draft Middle Housing Comprehensive Plan Policies		May 2024
Action 2	Evaluate City Design Standards / Guidelines and Related Review Procedures related to Middle Housing	July 2024	November 2024

Actions/Steps/ Deliverables	Description	Start Date	End Date
Step 2.1	Review and evaluate the set of various design standards and guidelines that apply to residential development as adopted in POMC 20.127 and 20.139. We will explore how the design standards and guidelines either hinder, or foster, middle housing development opportunities.		July 2024
Step 2.2	Review and evaluate the city's procedures and processes for review of permits for design standards and guidelines.		July 2024
Step 2.3	Prepare a memo with summarizing the findings and conclusions that result from the investigative work conducted in Steps 2.1 and 2.2, and further evaluating how the city's procedures and standards / guidelines do or do not comply with HB 1110 and ESHB 1293 (i.e., use of objective language).		August 2024
Step 2.4	Present the memo generated in Step 1.3 to the Planning Commission in a workshop setting; public comments will be solicited.		September 2024
Step 2.5	Prepare draft edits to the various design standards and guidelines (that apply to residential development in the city) documents, as adopted in POMC 20.127 and 20.139 as well as edits to those portions of the municipal code that set out procedures for the administration of the design review process to align with the requirements of HB 1110.		November 2024
Deliverable 2	City Design Standards/ Guidelines Evaluation Memo related to Middle Housing		November 2024
Action 3	Research and Prepare Draft Middle Housing Development Regulation Amendments	July 2024	January 2025
Step 3.1	Review and evaluate existing development regulations and the recently completed HAP for ways to remove impediments and incentivize the construction of middle housing using the Commerce <i>Middle Housing Model Ordinance</i> .		July 2024

Actions/Steps/ Deliverables	Description	Start Date	End Date
Step 3.2	<p>A) Prepare a memo that evaluates the city's codes regarding development in the various residential zoning districts , together with the "Neighborhood Mixed Use" "Gateway Mixed Use " "Commercial Mixed Use ", "Business Professional Mixed Use "zone district (and, potentially the "Downtown Mixed Use" and "Commercial Corridor" zones) for potential changes that could result in fostering an increase in middle housing development by broadening the types of housing allowed in each zone allowing in all districts</p> <p>B) The memo will further identify if there appears to be a need for the city to consider instituting a special exception to the city's regulations for legal non-conforming, to allow the expansion and/ or modification of non-conforming homes and housing units that are no longer zoned residential and generate a list of potentially affected properties, to expand the opportunity for code changes to foster middle housing opportunities.</p>		August 2024
Step 3.3	Facilitate a meeting of the Port Orchard Planning Commission (and/or City Council) to review the memo. Seek direction and feedback related to which strategies should be further developed.		September 2024
Step 3.4	Prepare draft amendments to the Port Orchard Municipal Code (Title 20) to facilitate the production of middle housing in residential zones. The work will be produced in legislative bill format (underline/strikeout) for subsequent consideration under Action 6 by the City Council.		December 2024
Deliverable 3	Code Evaluation Memorandum and Draft Middle Housing Ordinance		January 2025
Action 4	Adopt Middle Housing development regulation amendments	January 2025	May 2025

Actions/Steps/ Deliverables	Description	Start Date	End Date
Step 4.1	Transmit draft Middle Housing ordinance to the State for State agency review (RCW 36.70A.106) and issue a SEPA Threshold determination (note: we anticipate that an addendum to the SEPA paperwork used for the City's Periodic update environmental review will be an option)		January 2025
Step 4.2	Planning Commission Briefing/Study Session		January 2025
Step 4.3	Planning Commission Public Hearing		February 2025
Step 4.4	City Council Briefing/Study Session		April 2025
Step 4.5	City Council Public Hearing (adoption)		May 2025
Deliverable 4	Adopted Middle Housing Ordinance		May 2025

Attachment B: Budget

Grant Objective: (A) Complete research / analysis and conduct public engagement and public hearing(s) which will form a basis that the City will use to (B) Prepare and Adopt a Middle Housing Ordinance that implements the requirements of HB 1110 (Middle Housing)	FY	Commerce Funds
Deliverable 1. Middle Housing Options Memo and Draft Middle Housing Code Amendments to comply with Comprehensive Plan Policies, including public outreach and engagement	FY1 – May 2024	\$ 25,000
Deliverable 2. City Design Standards/ Guidelines Evaluation Memo	FY2 – November 2024	\$ 7,500
Deliverable 3. Code Evaluation Memorandum and Draft Middle Housing Ordinance	FY2 – January 2025	\$ 7,500
Deliverable 4. Adopted Middle Housing Ordinance	FY2 – May 2025	\$ 10,000
Total:		\$ 50,000



**City of Port Orchard
Council Meeting Minutes
Regular Meeting of November 14, 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, City Attorney Chambers, Police Chief Brown, City Clerk Wallace, and Deputy City Clerk Floyd.

Staff present via Zoom: Community Development Director Bond and HR Manager Lund.

The meeting streamed live on YouTube.

A. PLEDGE OF ALLEGIANCE (Time Stamp 00:46 Part 1)

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

2. APPROVAL OF AGENDA (Time Stamp: 01:02 Part 1)

MOTION: By Councilmember Rosapepe, seconded by Councilmember Cucciardi, to approve the agenda as presented.

The motion carried.

3. CITIZENS COMMENTS (Time Stamp 01:34 Part 1)

Dave Kimball spoke about the Bay Street Pedestrian Pathway Project and Aphrodisia Boutique.

4. CONSENT AGENDA (Time Stamp: 03:10 Part 1)

- A.** Approval of Voucher Nos. 86824 through 86887 and 86896 through 86916 including bank drafts in the amount of \$891,008.26 and EFT's in the amount of \$1,141,454.48 totaling \$2,032,462.74.
- B.** Approval of Payroll Check Nos. 86816 through 86823 and 86888 through 86895 including bank drafts and EFT's in the amount of \$495,579.18 and Direct Deposits in the amount of \$466,664.65 totaling \$962,243.83.
- C.** Adoption of an Ordinance Authorizing the Position of Office Assistant I (**Ordinance No. 033-23**)
- D.** Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof (**Resolution No. 105-23**)
- E.** Adoption of a Resolution Granting Final Plat Approval for Riverstone (**Resolution No. 106-23**)
- F.** Adoption of a Resolution Accepting Two Temporary Construction Easements for the Marina Pump Station Repair Project (**Resolution No. 107-23**)
- G.** Adoption of a Resolution Approving the Purchase of a John Deere Backhoe from the Equipment Rental Revolving Fund 500 (**Resolution No. 108-23 and Purchase Order No. 081-23**)
- H.** Approval of the 2023 Proposed Code Amendment Docket
- I.** Approval of a Contract with the Washington State Office of Public Defense for Public Defense Services (**Contract No. 003-24**)
- J.** Approval of a Contract with the Washington State Administrative Office of the Courts for Interpreter Funding Services (**Contract No. 073-23**)
- K.** Adoption of a Resolution Authorizing the Payment of Additional Moving Benefits for Venture Charters for the Bay Street Pedestrian Pathway Project (**Resolution No. 109-23**)
- L.** Approval of the October 24, 2023, City Council Meeting Minutes

MOTION: By Councilmember Diener, seconded by Councilmember Trenary, to approve the Consent Agenda as presented.

The motion moved.

5. PRESENTATION

There were no presentations.

6. PUBLIC HEARING

There were no public hearings.

7. BUSINESS ITEMS

- A. Adoption of an Ordinance Amending POMC Title 9.14, Controlled Substances, in Response to Senate Bill 5536 (Time Stamp 03:38 Part 1)**

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

The motion carried.
(Ordinance No. 034-23)

B. Approval of the October 17, 2023, City Council Work Study Session Meeting Minutes (Time Stamp 08:18 Part 1)

MOTION: By Councilmember Diener seconded by Councilmember Clauson, to approve the minutes of October 17, 2023.

The motion carried. Councilmember Rosapepe abstained.

8. EXECUTIVE SESSION (Time Stamp 08:58 Part 1)

At 6:40 p.m., Mayor Putaansuu recessed the meeting for a 10-minute executive session pursuant to RCW 42.30.110(1)(i) to discuss the legal risk of a proposed action when public discussion may have adverse legal or financial consequences. City Attorney Chambers was invited to attend, and Mayor Putaansuu announced that action will follow.

At 6:50 p.m., Mayor Putaansuu reconvened the meeting back into session.

NEW: MOTION (Time Stamp 00:01 Part 2): By Councilmember Rosapepe, seconded by Councilmember Trenary, to opt the City of Port Orchard out of the Class Action Settlements with 3M and Dupont and authorize the Mayor to finalize and sign any documents necessary to opt the City out of both Class Action Settlements.

The motion carried.

9. DISCUSSION ITEMS (No Action to be Taken)

A. Holiday Good Neighbor Awards (Time Stamp 01:28 Part 2)

City Clerk Wallace asked Council if they would like to tour the City and vote on holiday decorations.

After a brief discussion, Council asked staff to reach out on social media to ask for photos and urged each other to drive around town and send photos into City Hall.

10. REPORTS OF COUNCIL COMMITTEES (Time Stamp: 04:59 Part 2)

Mayor Putaansuu reported the Economic Development and Tourism Committee is scheduled to meet on November 20th. The Finance Committee is scheduled to meet in December. The Transportation Committee is scheduled to meet November 28th. The Land Use Committee is scheduled to meet November 15th.

Councilmember Lucarelli reported on the December 2nd Festival of Chimes and Lights event. She also reported on the November 1st Sewer Advisory Committee meeting.

11. REPORT OF THE MAYOR (Time Stamp 07:22 Part 2)

The Mayor reported on the following:

- 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 Deputy Police Chief.
- Upcoming KRCC (Kitsap Regional Coordinating Council) Legislative Reception.
- AWC (Association of Washington Cities) District 12 meeting.
- Meeting with First Lutheran Church regarding homelessness.
- Dinner to recognize Councilmembers tentatively scheduled for December 19th at McCormick Woods.
- Read a portion of minutes from 95, 75, and 50 years ago.

12. REPORT OF DEPARTMENT HEADS (Time Stamp 12:07 Part 2)

Police Chief Brown thanked Council and staff for their understanding during the remodel of their space.

City Clerk Wallace reported all the trees have been sponsored for the downtown tree decorating contest.

13. CITIZEN COMMENTS (Time Stamp 14:01 Part 2)

Holly Cruz thanked everyone for their service and voiced concerns about the Aphrodisia Boutique.

Jeff Daily asked about a solution to the homeless camp by Dairy Queen.

D. spoke about an incident on Old Clifton Road a couple days ago at the Department of Corrections with a first amendment auditor.

Dave Kimball asked if the Aphrodisia Boutique could be put on a future Council agenda for discussion.

14. CITY COUNCIL GOOD OF THE ORDER (Time Stamp: 01:32 Part 2)

Councilmember Rosapepe spoke about the last election and the low turnout.

15. ADJOURNMENT

The meeting adjourned at 7:15 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
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Agenda Staff Report

Agenda Item No.: Public Hearing 6A
Subject: Proposed Amendments to POMC Chapter
13.06 POMC to Update Rates for the
Stormwater Utility and Establish Capital
Facility Charges and Connection/Inspection
Fees for Storm Drainage

Meeting Date: December 12, 2023
Prepared by: Jacki Brown
Utility Manager
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: The City first established a storm drainage utility in 2008. In 2021 following a competitively-bid selection process, Herrera Environmental Consultants was retained to assist in the development of the City of Port Orchard Stormwater and Watersheds Comprehensive Plan. Over the past two years Port Orchard and Herrera, Inc. have been in the process of preparing the Plan. The City Council reviewed and discussed the Stormwater and Watersheds Comprehensive Plan on September 12, 2023, and November 21, 2023. On November 28, 2023, the City Council adopted the 2023 Stormwater and Watersheds Comprehensive Plan by resolution. In coordination with the 2023 Stormwater and Watersheds Comprehensive Plan, the City reviewed storm drainage requirements and needed Capital Improvements and considered the Level of Service that would best serve our community.

Level 1:

Represents activities needed to meet 2019 – 2024 NPDES Permit requirements, potential future permit requirements, and essential program activities.

Level 2:

Includes everything in Level 1 and several additional improvements to expand public education and stewardship opportunities, implement the new Asset Management Program, and increase staffing to more thoroughly inspect construction projects and private stormwater facilities to improve environmental protection.

Level 3:

Includes everything in Levels 1 and 2 and represents staffing and funding to move towards achieving the City's goals. This level of service would result in the greatest benefits for the community and the environment, but would have the highest cost. Level 3 includes expanding public involvement and environmental monitoring activities.

On November 21, 2023, Council gave staff direction to present rates and charges to fund Level of Service 2. Implementation of these rate changes and fees requires amendments to Chapter 13.06 POMC "Storm Drainage Utility". The attached ordinance updates the rates at Level of Service 2 and adopts the Capital Facility Charge at this same level. In addition, standard inspection fees are added to the code.

Recommendation: Open the Public Hearing

Alternatives: Do not open the Public Hearing

Attachments: Draft Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO THE STORM DRAINAGE RATES AND CAPITAL FACILITY CHARGES (CFC); AMENDING PORT ORCHARD MUNICIPAL CODE (POMC) SECTION 13.06.100 TO UPDATE STORM DRAINAGE RATES THROUGH 2028; ADDING NEW SECTIONS 13.06.150 AND 13.06.160 TO THE POMC TO ADOPT STORM DRAINAGE CAPITAL FACILITY CHARGES AND INSPECTION FEES; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has been in the process of updating its Stormwater and Watersheds Comprehensive Plan; and

WHEREAS, on November 28, 2023, the City Council adopted the 2023 Stormwater and Watersheds Comprehensive Plan by resolution; and

WHEREAS, in coordination with the 2023 Stormwater and Watersheds Comprehensive Plan, the City reviewed storm drainage rates and the need for a capital facilities fee for new or expanded buildings and/or development that impact the storm drainage system; and

WHEREAS, in order to implement these rate changes and fees, amendments to Chapter 13.06 “Storm Drainage Utility” are needed; and

WHEREAS, the City Council finds that the amendments herein are consistent with goals and policies of the City’s 2023 Stormwater and Watersheds Comprehensive Plan and related regulations, and serve the public health, safety, and general welfare of the citizens of Port Orchard; **now, therefore,**

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

SECTION 1. The above recitals are adopted as findings for this Ordinance.

SECTION 2. Section 13.06.100 of the Port Orchard Municipal Code is hereby amended to read as follows:

13.06.100 Storm drainage service charges.

In accordance with the basis for a rate structure set forth in POMC 13.06.070 and 13.06.080, there is levied upon all developed real property within the boundaries of the utility the following service charges which shall be collected from the owners of such properties:

~~(1) Effective January 1, 2009, the storm drainage charges are shown below:~~

~~(a) For all single family residential accounts, including mobile homes, the monthly~~

~~service charge shall be \$7.00.~~

~~(b) For all duplexes and triplexes, the monthly service charge shall be \$7.00 for each residential unit.~~

~~(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$7.00, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.~~

~~(2) Effective January 1, 2015, the storm drainage charges are shown below:~~

~~(a) For all single family residential accounts, including mobile homes, the monthly service charge shall be \$9.70.~~

~~(b) For all duplexes and triplexes, the monthly service charge shall be \$9.70 for each residential unit.~~

~~(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$9.70, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.~~

~~(3) Effective June 1, 2015~~2024, the storm drainage charges are shown below:

~~(a) For all single-family residential accounts, including mobile homes, the monthly service charge shall be \$14.00~~18.34.

~~(b) For all duplexes and triplexes, the monthly service charge shall be \$14.00~~18.34 for each residential unit.

~~(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$14.00~~18.34, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(2) Effective January 1, 2025, the storm drainage charges are shown below:

(a) For all single-family residential accounts, including mobile homes, the monthly service charge shall be \$24.03.

(b) For all duplexes and triplexes, the monthly service charge shall be \$24.03 for each residential unit.

(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$24.03, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(3) Effective January 1, 2026, the storm drainage charges are shown below:

(a) For all single-family residential accounts, including mobile homes, the monthly service charge shall be \$31.47.

(b) For all duplexes and triplexes, the monthly service charge shall be \$31.47 for each residential unit.

(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$31.47, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(4) Effective January 1, 2027, the storm drainage charges are shown below:

(a) For all single-family residential accounts, including mobile homes, the monthly service charge shall be \$32.42.

(b) For all duplexes and triplexes, the monthly service charge shall be \$32.42 for each residential unit.

(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$32.42, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(5) Effective January 1, 2028, the storm drainage charges are shown below:

(a) For all single-family residential accounts, including mobile homes, the monthly service charge shall be \$33.39.

(b) For all duplexes and triplexes, the monthly service charge shall be \$33.39 for each residential unit.

(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$33.39 multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

SECTION 3. A new Section 13.06.150 is hereby added to the Port Orchard Municipal Code to read as follows:

13.06.150 Storm drainage capital facilities charge.

(1) The storm drainage capital facility charge is designed to mitigate the impact of new demands on the existing storm drainage system and to require new or expanded development to pay its fair share of the value of the storm drainage system including, but not limited to, storm drainage transmission, storage, management, filtration, and dispersal facilities in compliance with the City's NPDES permit. The storm drainage capital facility charge applies to new construction, changes in use, and building modifications which modify the ISU count for the property. Prior to connecting to the city's storm drainage system and obtaining either a building permit or certificate of occupancy, the property owner shall pay, in addition to other applicable charges, the applicable storm drainage capital facility charge. The storm drainage capital facility charge for a residential or nonresidential connection is based on a set fee per ISU which is set forth in POMC 13.06.160.

(2) Storm drainage Capital Facility Charge – Exception for Redevelopment or Change of Use. Property owners may apply to receive a partial or a full exception to the assessment of the storm drainage capital facility charge, provided all of the following requirements are met:

(a) Property owners must submit an application for a partial or a full exception on the city's application form prior to the issuance of any land use or

development permits which change the use or development of the property; and

(b) A nonresidential or residential account has continuously paid a minimum base fee as applicable; and

(c) The property owner decides to construct a new building, change the original use, or modify the original building; and

(d) For a full exception, after the building improvements are completed, or new use implemented, the total calculated ISU for the account will be equal to or less than the ISU number calculated by the city under the prior use or development consistent with this section. A partial exception is applicable when the new ISU calculation is larger than the existing ISU calculation. In such case the city will establish the prior calculated ISU which will be used as the basis for a credit toward the storm

(3) At the time the storm drainage capital facility charge is paid, a storm drainage inspection fee shall be paid. The storm drainage inspection fee is set forth in POMC 13.06.160.

SECTION 4. A new Section 13.06.160 is hereby added to the Port Orchard Municipal Code to read as follows:

13.04.025 Fee schedule.

(1) The fees set forth below are referenced in POMC 13.06.160.

Storm Drainage Fees	
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Storm Drainage Capital Facility Charge	POMC 13.06.150
Per ISU	\$3,087

Storm Drainage Inspection Fee	POMC 13.06.155
Per Connection	\$111.37

SECTION 5. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause, or phrase of this ordinance.

SECTION 6. Corrections. Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this Ordinance, including but not limited to the correction of scrivener's/clerical errors, references, Ordinance numbering, section/subsection numbers, and any reference thereto.

SECTION 7. Effective Date. This ordinance shall be posted and published as required by law and shall be effective and in full force five (5) days following publication, provided, however, that the rates and fees described in Sections 2 through 4 above, shall be effective January 1, 2024. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 12TH day of December 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Sponsored by:

Charlotte A. Archer, City Attorney

Cindy Lucarelli, Councilmember

PUBLISHED:

EFFECTIVE DATE: January 1, 2024



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
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Agenda Staff Report

Agenda Item No.:	<u>Public Hearing 6B</u>	Meeting Date:	<u>December 12, 2023</u>
Subject:	<u>Ordinance Amending POMC 20.132.270-</u> <u>Temporary Signs</u>	Prepared by:	<u>Nicholas Bond, AICP</u> <u>DCD Director</u>
	<u></u>	Atty Routing No.:	<u>N/A</u>
	<u></u>	Atty Review Date:	<u>N/A</u>

Summary: The existing regulations, as outlined in Port Orchard Municipal Code (POMC) 20.132.290, currently permit the placement of temporary signage within the public right-of-way (ROW) outside of the roadway, provided it adheres to the regulations set forth in POMC 20.132.270. In response to a noticeable increase in the number of temporary signs within the ROW in recent years and the associated safety concerns, the City Council tasked the Planning Commission with conducting a thorough review, study, and making recommendations regarding temporary signs.

Following comprehensive review and deliberation, on October 3, 2023, the Planning Commission conducted a public hearing on the proposed amendments to POMC 20.132 concerning temporary signs in the public right-of-way. No comments were received before or during the hearing.

After a duly noticed public hearing, the Planning Commission recommended the approval of an Ordinance introducing location criteria for temporary signage. In summary, the recommended amendments stipulate that temporary signage must be positioned along major transportation corridors, at least 50 feet away from intersections, and accessible by improved pedestrian facilities.

Following the Planning Commission's recommendation, staff presented additional criteria clarifying and simplifying the implementation of the regulations. Specifically, the additional edits allow for mapping eligible areas based on street centerline data, and establishing an in-field measurement system which would allow enforcement officers to remain outside of travelled ways. Additionally, the amendments recognize the potential danger that may arise from temporary signs as they relate to fully autonomous and semi-autonomous vehicle technology.

During the City Council Work Study Session on November 21, 2023, the City Council directed staff to proceed with an Ordinance that incorporates the additional edits. While these edits align closely with the Planning Commission's recommendation, they introduce additional regulations focused on safety, implementation, and effective public communication. Notably, these additional edits necessitate an additional public hearing due to their divergence from the Planning Commission's initial recommendation.

Public notice for the December 12, 2023, public hearing was provided consistent with the requirements of POMC 20.25 on November 28, 2023. As of the date of publication of this Staff Report the Department of Community Development has not received any comments on the proposed amendment.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends Staff recommends that the City Council hold a public hearing regarding an Ordinance amending Port Orchard Municipal Code 20.132.270 as presented.

Fiscal Impact: None foreseen.

Alternatives: Approve the Ordinance as presented, direct staff to make additional edits to the Ordinance, or do not approve the Ordinance

Attachments: Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO THE CITY'S DEVELOPMENT CODE WITH REGARD TO THE CITY SIGN CODE AND TEMPORARY SIGNS; AMENDING SECTION 20.132.270 OF THE PORT ORCHARD MUNICIPAL CODE; PROVIDING FOR SEVERABILITY, CORRECTIONS, AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, it is within the City's police power to regulate City rights-of-way and other public spaces; and

WHEREAS, a 2015 decision of the United States Supreme Court (Reed v. Town of Gilbert) necessitated a review of the City's sign regulations; and

WHEREAS, the Reed decision ruled that, in most instances, local government sign regulations must be "content neutral"; and

WHEREAS, on June 27, 2017, the City Council adopted Port Orchard Municipal Code (POMC) 20.132, Ord. 024-17, containing the City of Port Orchard's development standards for permanent and temporary signage; and

WHEREAS, the Department of Community Development documented the location and amount of temporary signs in seven study areas between November 2022 and August 2023; and

WHEREAS, the Department of Community Development documented the location and amount of temporary signs in seven study areas through reliance on historical street-view photography between October 2012 and August 2022

WHEREAS, the amount of temporary signs in the study areas has significantly increased in the five-year period following the adoption of Ord. 024-17; and

WHEREAS, the Department of Community Development analyzed Port Orchard Police reported crash data for the five-year period previous to the adoption of Ord. 024-17 and the five-year period following the adoption of Ord. 024-17; and

WHEREAS, the Port Orchard Police reported crash data for the five-year period following the adoption of Ord. 024-17 shows an increase in reported crash frequency within five of the seven study areas; and

WHEREAS, based on the data, a nexus exists between an increase in the frequency of reported crashes and the location of temporary signage; and

WHEREAS, new fully autonomous and semi-autonomous vehicle technologies exist that utilize cameras, radar, and lidar to allow a vehicle to automatically steer, accelerate, and brake without driver intervention and temporary signs placed too close to travel lane may interfere with these systems and other emerging vehicle technology; and

WHEREAS, POMC 20.132.270, does not currently make adequate provision for safety related to the location of temporary signs; and

WHEREAS, the City Council desires to amend POMC Section 20.132.270 to amend location standards for temporary signs; and

WHEREAS, on September 28, 2023, the City's SEPA official issued a determination of nonsignificance for the proposed amendment, which was published and provided to the public in accordance with POMC 20.160.190 and WAC 197-11-510, and there have been no appeals; and

WHEREAS, this Ordinance was submitted to the Department of Commerce for 15-day expedited review September 28, 2023 which was granted by Commerce and the requisite time has now passed to allow this ordinance to be adopted; and

WHEREAS, on September 26, 2023, the City issued a Notice of Public Hearing for the proposed amendment to POMC 20.132.270, which was published and provided to the public in accordance with POMC 20.25.050; and

WHEREAS, the Planning Commission conducted a public hearing on the substance of this Ordinance on October 3, 2023, and recommended adoption by the City Council; and

WHEREAS, subsequent to the October 3, 2023 Planning Commission recommendation, the City identified additional revisions to include in the Ordinance; and

WHEREAS, at the November 21, 2023 City Council Work Study meeting, the City Council elected to pursue additional revisions to the Ordinance; and

WHEREAS, the City Council conducted a public hearing on the substance of this Ordinance on December 12, 2023; and;

WHEREAS, the City Council, after careful consideration of the recommendation from the Planning Commission, all public comment, and the Ordinance, finds that this Ordinance is consistent with the City's Comprehensive Plan and development regulations, the Growth Management Act, Chapter 36.70A RCW, and that the amendments herein are in the best interests of the residents of the City and further advance the public health, safety, and welfare; now, therefore,

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

SECTION 1. The Port Orchard Municipal Code, Section 20.132.270 is hereby amended to read as follows:

20.132.270 Temporary signs.

(1) No Permit Required. A temporary sign does not require a sign permit but shall comply with the ~~following~~ standards: set forth in this section.

(2) Removal. Temporary signs shall be removed if the sign is in need of repair, is worn, dilapidated, or creates a public nuisance. Any temporary sign in the right-of-way that is dilapidated or a nuisance shall be removed by the person responsible for placement of the sign. Temporary signs on public property or within a public right of way that do not comply with this chapter will be removed by city personnel. Those removed signs which are not dilapidated or nuisance signs will be stored by the City for up to 7 calendar days for retrieval.

(3) Materials. See POMC 20.132.100, Sign materials, and the definition of “temporary sign” in POMC 20.132.290, Definitions.

(4) City Property (Excluding City Right-of-Way). Temporary signs on city-owned property (excluding city right-of-way) are allowed only in conjunction with an approved special event permit.

(5) ~~City Public Right-of-Way Requirements. Outside of the Roadway. Temporary signs are prohibited in the roadway. Temporary signs on city right of way placed outside of the roadway must comply with the following requirements:~~

(a) Location. Temporary signs are prohibited from being placed within roundabouts; medians; shoulders; travel lanes; and areas of the public right-of-way that are not accessible by a sidewalk or pedestrian walking path. Signs shall not be located within 100 feet of a roadway centerline intersection. Signs shall not be located in rights-of-way adjacent to (on the same side of the street as) city facilities or parks, or any other government-owned facilities and properties. Signs shall not be located within 10 feet of the back of curb, or within 10 feet of a travel lane edge stripe or where no travel lane edge stripe exists, within 10 feet of the pavement edge. Placement shall only be allowed along the following corridors in locations that otherwise comply with this section: Allowed only between the property line and the back of the nearest curb, or where no curb exists, between the property line and the nearest edge of the roadway pavement. Signs may not be placed on sidewalks, driveways or other paved areas designed for pedestrian or vehicular use, in roundabouts or center medians, or as conditioned in a street use permit.

- (i) Tremont St
- (ii) Tremont Street W
- (iii) SE Lund Ave
- (iv) SR-160
- (v) SE Sedgwick Rd
- (vi) SW Sedgwick Rd
- (vii) Sidney Ave
- (viii) Sidney Rd SW
- (ix) Pottery Ave
- (x) Sidney Ave
- (xi) SW Old Clifton Rd
- (xii) SE Mile Hill Dr
- (xiii) Bethel Rd SE
- (xiv) Bethel Ave
- (xv) Glenwood Rd SW
- (xvi) Hull Ave
- (xvii) Bay St West of Kitsap St.

(b) Approval of Abutting Owner. Approval of the abutting owner is recommended.

(c) Type. Signs on stakes that can be manually pushed or hammered into the ground are allowed. All other signs are prohibited, unless specifically allowed by a street use permit.

(d) Size and Height. Limited to four square feet per face, and three feet in height.

~~(e) Dilapidated or Nuisance Signs. Any temporary sign in the right-of-way that is dilapidated or a nuisance shall be removed by the person responsible for placement of the sign.~~

~~(f)~~ Other Signs. The city may allow permanent or oversize signs in city rights-of-way with a street use permit.

(f) Safety. All temporary signs shall be placed in a manner that is safe for all users of the public right-of-way. Temporary signs shall not block access to structures, parked cars, block vehicular sight distance views at corners, intersections, driveways, or block pedestrian walking paths. No temporary sign shall mimic, or be attached to, governmental signs or power poles.

(6) Residential Zones. Temporary signs may be placed on private property residentially zoned in accordance with the requirements of this section and the following:

(a) Window Signs. Limited to no more than one temporary window sign per residential unit, not to exceed four square feet.

(b) Freestanding Signs (Includes Post-Mounted, Stake and Portable Signs).

(i) Single-Family Zones. Each temporary freestanding sign shall not exceed four square feet in size and five feet in height, if the sign is mounted on the ground, and not to exceed three feet in height if the sign is stake-mounted or portable. No more than 32 square feet of temporary freestanding signage may be located on any one site.

(ii) Multifamily Zones. Each temporary freestanding sign shall not exceed six square feet in size and five feet in height if the sign is post-mounted on the ground, and not to exceed three feet in height if the sign is stake-mounted or portable. No more than 32 square feet of temporary freestanding signage may be located on any one site.

(iii) Developments. One post-mounted sign of up to eight feet in height and 32 square feet shall be allowed on-site in association with a residential subdivision, during the period of active site development and construction. Such signs may not be permanently installed, and shall be removed upon completion of construction of all homes in the associated subdivision. If site development or construction ceases or is suspended for a period of more than 180 days, the sign shall be removed until construction or development resumes.

(c) Surface-Mounted Signs. Limited to sites two acres or larger:

(i) Size. The total amount of temporary signage on a site, whether in one sign or multiple signs, must equal no more than 32 square feet.

(ii) Location. Must be flatly affixed to walls below the fascia or parapet line, or flatly affixed to on-site fences either facing or abutting the street, or facing inward to the subject site. Signs shall not be attached or tethered to other site improvements.

(7) Nonresidential Zones. Temporary signs are allowed on nonresidentially zoned property in accordance with the requirements of this section and the following:

(a) Window Signs. Limited to 25 percent of the window area, subject to the window sign requirements of POMC 20.132.280, Window signs.

(b) Freestanding Signs (Including Post-Mounted, Stake and Portable Signs). One sign per street frontage meeting the following conditions:

Size/height: limited to four square feet and five feet in height if the temporary sign is mounted on the ground, ~~and not to exceed three feet in height if the~~

~~temporary sign is portable.~~

(c) Surface-Mounted Signs.

(i) Size. The total amount of temporary signage on a site, whether in one sign or multiple signs, must equal no more than 30 square feet.

(ii) Location. Must be flatly affixed to walls below the fascia or parapet line, or flatly affixed to on-site fences either facing the abutting street, or facing inward to the subject site. Signs shall not be attached or tethered to other site improvements.

(8) Temporary Signs on Large Properties, Residential or Nonresidentially Zoned Properties. The following temporary signs may be placed on any site at least two acres in size, in accordance with the requirements of this section and the following:

(a) Type. Any type.

(b) Number/Size/Height. One sign per street frontage. Not to exceed 32 square feet and up to eight feet above ground level.

(c) Exclusivity. The sign allowed under this subsection is in lieu of and shall not be displayed with or be in addition to other temporary signs allowed by this section.

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

SECTION 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 12th day of December 2023.

Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

Brandy Wallace, MMC, City Clerk

Scott Diener, Councilmember

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

PUBLISHED:
EFFECTIVE DATE:



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
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Agenda Staff Report

Agenda Item No.: Business Item 7A
Subject: Adoption of an Ordinance Amending POMC
20.132 Temporary Signs

Meeting Date: December 12, 2023
Prepared by: Nicholas Bond, AICP
DCD Director
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: The existing regulations, as outlined in Port Orchard Municipal Code (POMC) 20.132.290, currently permit the placement of temporary signage within the public right-of-way (ROW) outside of the roadway, provided it adheres to the regulations set forth in POMC 20.132.270. In response to a noticeable increase in the number of temporary signs within the ROW in recent years and the associated safety concerns, the City Council tasked the Planning Commission with conducting a thorough review, study, and making recommendations regarding temporary signs.

Following comprehensive review and deliberation, on October 3, 2023, the Planning Commission conducted a public hearing on the proposed amendments to POMC 20.132 concerning temporary signs in the public right-of-way. No comments were received before or during the hearing.

After a duly noticed public hearing, the Planning Commission recommended the approval of an Ordinance introducing location criteria for temporary signage. In summary, the recommended amendments stipulate that temporary signage must be positioned along major transportation corridors, at least 50 feet away from intersections, and accessible by improved pedestrian facilities.

Following the Planning Commission's recommendation, staff presented additional criteria clarifying and simplifying the implementation of the regulations. Specifically, the additional edits allow for mapping eligible areas based on street centerline data, and establishing an in-field measurement system which would allow enforcement officers to remain outside of travelled ways. Additionally, the amendments recognize the potential danger that may arise from temporary signs as they relate to fully autonomous and semi-autonomous vehicle technology.

During the City Council Work Study Session on November 21, 2023, the City Council directed staff to proceed with an Ordinance that incorporates the additional edits. While these edits align closely with the Planning Commission's recommendation, they introduce additional regulations focused on safety, implementation, and effective public communication. Notably, these additional edits necessitate an additional public hearing due to their divergence from the Planning Commission's initial recommendation.

Public notice for the December 12, 2023, public hearing was provided consistent with the requirements of POMC 20.25 on November 28, 2023. As of the date of publication of this Staff Report the Department of Community Development has not received any comments on the proposed amendment.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends approval of an ordinance amending Port Orchard Municipal Code 20.132.270 as presented.

Motion for consideration: “I move to adopt an ordinance amending Port Orchard Municipal Code 20.132.270 as presented.”

Fiscal Impact: None foreseen

Alternatives: Approve the Ordinance as presented, direct staff to make additional edits to the Ordinance, or do not approve the Ordinance

Attachments: Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO THE CITY'S DEVELOPMENT CODE WITH REGARD TO THE CITY SIGN CODE AND TEMPORARY SIGNS; AMENDING SECTION 20.132.270 OF THE PORT ORCHARD MUNICIPAL CODE; PROVIDING FOR SEVERABILITY, CORRECTIONS, AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, it is within the City's police power to regulate City rights-of-way and other public spaces; and

WHEREAS, a 2015 decision of the United States Supreme Court (Reed v. Town of Gilbert) necessitated a review of the City's sign regulations; and

WHEREAS, the Reed decision ruled that, in most instances, local government sign regulations must be "content neutral"; and

WHEREAS, on June 27, 2017, the City Council adopted Port Orchard Municipal Code (POMC) 20.132, Ord. 024-17, containing the City of Port Orchard's development standards for permanent and temporary signage; and

WHEREAS, the Department of Community Development documented the location and amount of temporary signs in seven study areas between November 2022 and August 2023; and

WHEREAS, the Department of Community Development documented the location and amount of temporary signs in seven study areas through reliance on historical street-view photography between October 2012 and August 2022

WHEREAS, the amount of temporary signs in the study areas has significantly increased in the five-year period following the adoption of Ord. 024-17; and

WHEREAS, the Department of Community Development analyzed Port Orchard Police reported crash data for the five-year period previous to the adoption of Ord. 024-17 and the five-year period following the adoption of Ord. 024-17; and

WHEREAS, the Port Orchard Police reported crash data for the five-year period following the adoption of Ord. 024-17 shows an increase in reported crash frequency within five of the seven study areas; and

WHEREAS, based on the data, a nexus exists between an increase in the frequency of reported crashes and the location of temporary signage; and

WHEREAS, new fully autonomous and semi-autonomous vehicle technologies exist that utilize cameras, radar, and lidar to allow a vehicle to automatically steer, accelerate, and brake without driver intervention and temporary signs placed too close to travel lane may interfere with these systems and other emerging vehicle technology; and

WHEREAS, POMC 20.132.270, does not currently make adequate provision for safety related to the location of temporary signs; and

WHEREAS, the City Council desires to amend POMC Section 20.132.270 to amend location standards for temporary signs; and

WHEREAS, on September 28, 2023, the City's SEPA official issued a determination of nonsignificance for the proposed amendment, which was published and provided to the public in accordance with POMC 20.160.190 and WAC 197-11-510, and there have been no appeals; and

WHEREAS, this Ordinance was submitted to the Department of Commerce for 15-day expedited review September 28, 2023 which was granted by Commerce and the requisite time has now passed to allow this ordinance to be adopted; and

WHEREAS, on September 26, 2023, the City issued a Notice of Public Hearing for the proposed amendment to POMC 20.132.270, which was published and provided to the public in accordance with POMC 20.25.050; and

WHEREAS, the Planning Commission conducted a public hearing on the substance of this Ordinance on October 3, 2023, and recommended adoption by the City Council; and

WHEREAS, subsequent to the October 3, 2023 Planning Commission recommendation, the City identified additional revisions to include in the Ordinance; and

WHEREAS, at the November 21, 2023 City Council Work Study meeting, the City Council elected to pursue additional revisions to the Ordinance; and

WHEREAS, the City Council conducted a public hearing on the substance of this Ordinance on December 12, 2023; and;

WHEREAS, the City Council, after careful consideration of the recommendation from the Planning Commission, all public comment, and the Ordinance, finds that this Ordinance is consistent with the City's Comprehensive Plan and development regulations, the Growth Management Act, Chapter 36.70A RCW, and that the amendments herein are in the best interests of the residents of the City and further advance the public health, safety, and welfare; now, therefore,

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

SECTION 1. The Port Orchard Municipal Code, Section 20.132.270 is hereby amended to read as follows:

20.132.270 Temporary signs.

(1) No Permit Required. A temporary sign does not require a sign permit but shall comply with the ~~following~~ standards: set forth in this section.

(2) Removal. Temporary signs shall be removed if the sign is in need of repair, is worn, dilapidated, or creates a public nuisance. Any temporary sign in the right-of-way that is dilapidated or a nuisance shall be removed by the person responsible for placement of the sign. Temporary signs on public property or within a public right of way that do not comply with this chapter will be removed by city personnel. Those removed signs which are not dilapidated or nuisance signs will be stored by the City for up to 7 calendar days for retrieval.

(3) Materials. See POMC 20.132.100, Sign materials, and the definition of “temporary sign” in POMC 20.132.290, Definitions.

(4) City Property (Excluding City Right-of-Way). Temporary signs on city-owned property (excluding city right-of-way) are allowed only in conjunction with an approved special event permit.

(5) ~~City Public Right-of-Way Requirements. Outside of the Roadway. Temporary signs are prohibited in the roadway. Temporary signs on city right of way placed outside of the roadway must comply with the following requirements:~~

(a) Location. Temporary signs are prohibited from being placed within roundabouts; medians; shoulders; travel lanes; and areas of the public right-of-way that are not accessible by a sidewalk or pedestrian walking path. Signs shall not be located within 100 feet of a roadway centerline intersection. Signs shall not be located in rights-of-way adjacent to (on the same side of the street as) city facilities or parks, or any other government-owned facilities and properties. Signs shall not be located within 10 feet of the back of curb, or within 10 feet of a travel lane edge stripe or where no travel lane edge stripe exists, within 10 feet of the pavement edge. Placement shall only be allowed along the following corridors in locations that otherwise comply with this section: Allowed only between the property line and the back of the nearest curb, or where no curb exists, between the property line and the nearest edge of the roadway pavement. Signs may not be placed on sidewalks, driveways or other paved areas designed for pedestrian or vehicular use, in roundabouts or center medians, or as conditioned in a street use permit.

- (i) Tremont St
- (ii) Tremont Street W
- (iii) SE Lund Ave
- (iv) SR-160
- (v) SE Sedgwick Rd
- (vi) SW Sedgwick Rd
- (vii) Sidney Ave
- (viii) Sidney Rd SW
- (ix) Pottery Ave
- (x) Sidney Ave
- (xi) SW Old Clifton Rd
- (xii) SE Mile Hill Dr
- (xiii) Bethel Rd SE
- (xiv) Bethel Ave
- (xv) Glenwood Rd SW
- (xvi) Hull Ave
- (xvii) Bay St West of Kitsap St.

(b) Approval of Abutting Owner. Approval of the abutting owner is recommended.

(c) Type. Signs on stakes that can be manually pushed or hammered into the ground are allowed. All other signs are prohibited, unless specifically allowed by a street use permit.

(d) Size and Height. Limited to four square feet per face, and three feet in height.

~~(e) Dilapidated or Nuisance Signs. Any temporary sign in the right-of-way that is dilapidated or a nuisance shall be removed by the person responsible for placement of the sign.~~

~~(f)~~ Other Signs. The city may allow permanent or oversize signs in city rights-of-way with a street use permit.

(f) Safety. All temporary signs shall be placed in a manner that is safe for all users of the public right-of-way. Temporary signs shall not block access to structures, parked cars, block vehicular sight distance views at corners, intersections, driveways, or block pedestrian walking paths. No temporary sign shall mimic, or be attached to, governmental signs or power poles.

(6) Residential Zones. Temporary signs may be placed on private property residentially zoned in accordance with the requirements of this section and the following:

(a) Window Signs. Limited to no more than one temporary window sign per residential unit, not to exceed four square feet.

(b) Freestanding Signs (Includes Post-Mounted, Stake and Portable Signs).

(i) Single-Family Zones. Each temporary freestanding sign shall not exceed four square feet in size and five feet in height, if the sign is mounted on the ground, and not to exceed three feet in height if the sign is stake-mounted or portable. No more than 32 square feet of temporary freestanding signage may be located on any one site.

(ii) Multifamily Zones. Each temporary freestanding sign shall not exceed six square feet in size and five feet in height if the sign is post-mounted on the ground, and not to exceed three feet in height if the sign is stake-mounted or portable. No more than 32 square feet of temporary freestanding signage may be located on any one site.

(iii) Developments. One post-mounted sign of up to eight feet in height and 32 square feet shall be allowed on-site in association with a residential subdivision, during the period of active site development and construction. Such signs may not be permanently installed, and shall be removed upon completion of construction of all homes in the associated subdivision. If site development or construction ceases or is suspended for a period of more than 180 days, the sign shall be removed until construction or development resumes.

(c) Surface-Mounted Signs. Limited to sites two acres or larger:

(i) Size. The total amount of temporary signage on a site, whether in one sign or multiple signs, must equal no more than 32 square feet.

(ii) Location. Must be flatly affixed to walls below the fascia or parapet line, or flatly affixed to on-site fences either facing or abutting the street, or facing inward to the subject site. Signs shall not be attached or tethered to other site improvements.

(7) Nonresidential Zones. Temporary signs are allowed on nonresidentially zoned property in accordance with the requirements of this section and the following:

(a) Window Signs. Limited to 25 percent of the window area, subject to the window sign requirements of POMC 20.132.280, Window signs.

(b) Freestanding Signs (Including Post-Mounted, Stake and Portable Signs). One sign per street frontage meeting the following conditions:

Size/height: limited to four square feet and five feet in height if the temporary sign is mounted on the ground, ~~and not to exceed three feet in height if the~~

~~temporary sign is portable.~~

(c) Surface-Mounted Signs.

(i) Size. The total amount of temporary signage on a site, whether in one sign or multiple signs, must equal no more than 30 square feet.

(ii) Location. Must be flatly affixed to walls below the fascia or parapet line, or flatly affixed to on-site fences either facing the abutting street, or facing inward to the subject site. Signs shall not be attached or tethered to other site improvements.

(8) Temporary Signs on Large Properties, Residential or Nonresidentially Zoned Properties. The following temporary signs may be placed on any site at least two acres in size, in accordance with the requirements of this section and the following:

(a) Type. Any type.

(b) Number/Size/Height. One sign per street frontage. Not to exceed 32 square feet and up to eight feet above ground level.

(c) Exclusivity. The sign allowed under this subsection is in lieu of and shall not be displayed with or be in addition to other temporary signs allowed by this section.

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

SECTION 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 12th day of December 2023.

Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

Brandy Wallace, MMC, City Clerk

Scott Diener, Councilmember

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

PUBLISHED:
EFFECTIVE DATE:



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
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Agenda Staff Report

Agenda Item No.:	<u>Business Item 7B</u>	Meeting Date:	<u>December 12, 2023</u>
Subject:	<u>Adoption of an Ordinance Amending POMC</u>	Prepared by:	<u>Jennifer Robertson</u>
	<u>Chapter 13.06 to Update Rates for the</u>		<u>City Attorney's Office</u>
	<u>Stormwater Utility and Establish Capital</u>	Atty Routing No.:	<u>N/A</u>
	<u>Facility Charges and Connection/Inspection</u>	Atty Review Date:	<u>12/6/23</u>
	<u>Fees for Storm Drainage</u>		

Summary: The City first established a storm drainage utility in 2008. In 2021 following a competitively-bid selection process, Herrera Environmental Consultants was retained to assist in the development of the City of Port Orchard Stormwater and Watersheds Comprehensive Plan. Over the past two years Port Orchard and Herrera, Inc. have been in the process of preparing the Plan. The City Council reviewed and discussed the Stormwater and Watersheds Comprehensive Plan on September 12, 2023, and November 21, 2023. On November 28, 2023, the City Council adopted the 2023 Stormwater and Watersheds Comprehensive Plan by resolution. In coordination with the 2023 Stormwater and Watersheds Comprehensive Plan, the City reviewed storm drainage requirements and needed Capital Improvements and considered the Level of Service that would best serve our community.

- Level 1:** Represents activities needed to meet 2019 – 2024 NPDES Permit requirements, potential future permit requirements, and essential program activities.
- Level 2:** Includes everything in Level 1 and several additional improvements to expand public education and stewardship opportunities, implement the new Asset Management Program, and increase staffing to more thoroughly inspect construction projects and private stormwater facilities to improve environmental protection.
- Level 3:** Includes everything in Levels 1 and 2 and represents staffing and funding to move towards achieving the City's goals. This level of service would result in the greatest benefits for the community and the environment, but would have the highest cost. Level 3 includes expanding public involvement and environmental monitoring activities.

On November 21, 2023, Council gave staff direction to present rates and charges to fund Level of Service 2. Implementation of these rate changes and fees requires amendments to Chapter 13.06 POMC "Storm Drainage Utility". The attached ordinance updates the rates at Level of Service 2 and adopts the Capital Facility Charge at this same level. In addition, standard inspection fees are added to the code.

Recommendation: Staff recommends that the City Council approve an ordinance to implement changes to the Storm Drainage Utility code consistent with the recently adopted 2023 Stormwater and Watersheds Comprehensive Plan, including choosing Level of Service 2 to use for setting these rates and fees.

Motion for consideration: "I move to adopt an ordinance relating to the storm drainage rates and capital facility charges (CFC); amending Port Orchard Municipal Code (POMC) Section 13.06.100 to update storm drainage

rates through 2028; adding new Sections 13.06.150 and 13.06.160 to the POMC to adopt a storm drainage capital facility charges and inspection fees; providing for severability and corrections; and establishing an effective date.”

Fiscal Impact: The adoption of the new rates and fees will cover operations and capital expenses for the storm drainage utility at the level of service selected by the Council.

Alternatives: Set the LOS at a different level or do not adopt the updated rates and fees.

Attachments: Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO THE STORM DRAINAGE RATES AND CAPITAL FACILITY CHARGES (CFC); AMENDING PORT ORCHARD MUNICIPAL CODE (POMC) SECTION 13.06.100 TO UPDATE STORM DRAINAGE RATES THROUGH 2028; ADDING NEW SECTIONS 13.06.150 AND 13.06.160 TO THE POMC TO ADOPT STORM DRAINAGE CAPITAL FACILITY CHARGES AND INSPECTION FEES; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has been in the process of updating its Stormwater and Watersheds Comprehensive Plan; and

WHEREAS, on November 28, 2023, the City Council adopted the 2023 Stormwater and Watersheds Comprehensive Plan by resolution; and

WHEREAS, in coordination with the 2023 Stormwater and Watersheds Comprehensive Plan, the City reviewed storm drainage rates and the need for a capital facilities fee for new or expanded buildings and/or development that impact the storm drainage system; and

WHEREAS, in order to implement these rate changes and fees, amendments to Chapter 13.06 “Storm Drainage Utility” are needed; and

WHEREAS, the City Council finds that the amendments herein are consistent with goals and policies of the City’s 2023 Stormwater and Watersheds Comprehensive Plan and related regulations, and serve the public health, safety, and general welfare of the citizens of Port Orchard; **now, therefore,**

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

SECTION 1. The above recitals are adopted as findings for this Ordinance.

SECTION 2. Section 13.06.100 of the Port Orchard Municipal Code is hereby amended to read as follows:

13.06.100 Storm drainage service charges.

In accordance with the basis for a rate structure set forth in POMC 13.06.070 and 13.06.080, there is levied upon all developed real property within the boundaries of the utility the following service charges which shall be collected from the owners of such properties:

~~(1) Effective January 1, 2009, the storm drainage charges are shown below:~~

~~(a) For all single family residential accounts, including mobile homes, the monthly~~

~~service charge shall be \$7.00.~~

~~(b) For all duplexes and triplexes, the monthly service charge shall be \$7.00 for each residential unit.~~

~~(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$7.00, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.~~

~~(2) Effective January 1, 2015, the storm drainage charges are shown below:~~

~~(a) For all single family residential accounts, including mobile homes, the monthly service charge shall be \$9.70.~~

~~(b) For all duplexes and triplexes, the monthly service charge shall be \$9.70 for each residential unit.~~

~~(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$9.70, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.~~

~~(3) Effective June 1, 2015~~2024, the storm drainage charges are shown below:

~~(a) For all single-family residential accounts, including mobile homes, the monthly service charge shall be \$14.00~~18.34.

~~(b) For all duplexes and triplexes, the monthly service charge shall be \$14.00~~18.34 for each residential unit.

~~(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$14.00~~18.34, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(2) Effective January 1, 2025, the storm drainage charges are shown below:

(a) For all single-family residential accounts, including mobile homes, the monthly service charge shall be \$24.03.

(b) For all duplexes and triplexes, the monthly service charge shall be \$24.03 for each residential unit.

(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$24.03, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(3) Effective January 1, 2026, the storm drainage charges are shown below:

(a) For all single-family residential accounts, including mobile homes, the monthly service charge shall be \$31.47.

(b) For all duplexes and triplexes, the monthly service charge shall be \$31.47 for each residential unit.

(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$31.47, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(4) Effective January 1, 2027, the storm drainage charges are shown below:

(a) For all single-family residential accounts, including mobile homes, the monthly service charge shall be \$32.42.

(b) For all duplexes and triplexes, the monthly service charge shall be \$32.42 for each residential unit.

(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$32.42, multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

(5) Effective January 1, 2028, the storm drainage charges are shown below:

(a) For all single-family residential accounts, including mobile homes, the monthly service charge shall be \$33.39.

(b) For all duplexes and triplexes, the monthly service charge shall be \$33.39 for each residential unit.

(c) For all other developed property, including but not limited to multifamily and commercial accounts, the monthly service charge shall be \$33.39 multiplied by the number of ISUs determined by the utility to be contained in such parcel pursuant to POMC 13.06.080.

SECTION 3. A new Section 13.06.150 is hereby added to the Port Orchard Municipal Code to read as follows:

13.06.150 Storm drainage capital facilities charge.

(1) The storm drainage capital facility charge is designed to mitigate the impact of new demands on the existing storm drainage system and to require new or expanded development to pay its fair share of the value of the storm drainage system including, but not limited to, storm drainage transmission, storage, management, filtration, and dispersal facilities in compliance with the City's NPDES permit. The storm drainage capital facility charge applies to new construction, changes in use, and building modifications which modify the ISU count for the property. Prior to connecting to the city's storm drainage system and obtaining either a building permit or certificate of occupancy, the property owner shall pay, in addition to other applicable charges, the applicable storm drainage capital facility charge. The storm drainage capital facility charge for a residential or nonresidential connection is based on a set fee per ISU which is set forth in POMC 13.06.160.

(2) Storm drainage Capital Facility Charge – Exception for Redevelopment or Change of Use. Property owners may apply to receive a partial or a full exception to the assessment of the storm drainage capital facility charge, provided all of the following requirements are met:

(a) Property owners must submit an application for a partial or a full exception on the city's application form prior to the issuance of any land use or

development permits which change the use or development of the property; and

(b) A nonresidential or residential account has continuously paid a minimum base fee as applicable; and

(c) The property owner decides to construct a new building, change the original use, or modify the original building; and

(d) For a full exception, after the building improvements are completed, or new use implemented, the total calculated ISU for the account will be equal to or less than the ISU number calculated by the city under the prior use or development consistent with this section. A partial exception is applicable when the new ISU calculation is larger than the existing ISU calculation. In such case the city will establish the prior calculated ISU which will be used as the basis for a credit toward the storm

(3) At the time the storm drainage capital facility charge is paid, a storm drainage inspection fee shall be paid. The storm drainage inspection fee is set forth in POMC 13.06.160.

SECTION 4. A new Section 13.06.160 is hereby added to the Port Orchard Municipal Code to read as follows:

13.04.025 Fee schedule.

(1) The fees set forth below are referenced in POMC 13.06.160.

Storm Drainage Fees	
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Storm Drainage Capital Facility Charge	POMC 13.06.150
Per ISU	\$3,087

Storm Drainage Inspection Fee	POMC 13.06.155
Per Connection	\$111.37

SECTION 5. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause, or phrase of this ordinance.

SECTION 6. Corrections. Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this Ordinance, including but not limited to the correction of scrivener's/clerical errors, references, Ordinance numbering, section/subsection numbers, and any reference thereto.

SECTION 7. Effective Date. This ordinance shall be posted and published as required by law and shall be effective and in full force five (5) days following publication, provided, however, that the rates and fees described in Sections 2 through 4 above, shall be effective January 1, 2024. A summary of this ordinance may be published in lieu of publishing the ordinance in its entirety.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 12TH day of December 2023.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Sponsored by:

Charlotte A. Archer, City Attorney

Cindy Lucarelli, Councilmember

PUBLISHED:

EFFECTIVE DATE: January 1, 2024



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 7C
Subject: First Reading of an Ordinance Approving a
Franchise Agreement with the City of
Bremerton

Meeting Date: December 12, 2023
Prepared by: Nicholas Bond
DCD Director
Atty Routing No.: N/A
Atty Review Date: December 13, 2023

Summary: In 2009, the City of Port Orchard annexed an area of West Port Orchard that included the McCormick Woods subdivisions. Within this area, north of Old Clifton Road, these subdivisions are served by the City of Bremerton water utility and are in Bremerton's Washington State Department of Health approved Water Service Area. The City of Bremerton does not have a franchise agreement in place to operate their water system within these recently annexed Port Orchard rights of way.

Staff from the City of Port Orchard and City of Bremerton have negotiated a franchise agreement that outlines the terms of Bremerton's use of Port Orchard's right of way. In accordance with RCW 35A.47.040, a franchise agreement must be approved by ordinance and requires two readings and must be passed by a majority of the entire city council. The first reading of the Ordinance is scheduled for 12/12/23 and the second reading is scheduled for 12/19/23. The City Council of Bremerton must also approve the agreement and sign the acceptance.

Relationship to Comprehensive Plan: The area subject to the franchise agreement is shown in the City's water system plan (as referenced in the City of Port Orchard Comprehensive Plan) as being served by the City of Bremerton.

Recommendation: Staff recommends that the City Council conduct the first reading of the Ordinance and during second reading on December 19th, approve the franchise agreement between the City of Port Orchard and the City of Bremerton.

Motion for consideration: No motion required until 12/19/2023.

Fiscal Impact: The franchise agreement will ensure that the City of Bremerton pays utility taxes within their franchise area to the City of Port Orchard, will ensure that the City of Bremerton obtains permits as water system work is completed in the City of Port Orchard, ensures that repairs to Port Orchard's streets and sidewalks are made upon completion of water system repairs and improvements performed by the City of Bremerton, and provides for better coordination and cooperation between Port Orchard and Bremerton.

Alternatives: Amend the proposed franchise agreement.

Attachments: Ordinance, Franchise Agreement

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, GRANTING A NON-EXCLUSIVE FRANCHISE TO THE CITY OF BREMERTON FOR THE PURPOSES OF ALLOWING BREMERTON TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, AND REPAIR A WATER SYSTEM WITHIN PUBLIC RIGHTS OF WAY OF THE CITY OF PORT ORCHARD, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, portions of Bremerton’s water utility facilities are located within the city limits of Port Orchard and occupy portions of the Port Orchard rights of way; and

WHEREAS, a portion of the Bremerton water service area is also within the city limits of Port Orchard; and

WHEREAS, Port Orchard has requested Bremerton to enter into a water utility franchise for these facilities which will allow Bremerton to install, construct, maintain and operate a water system, including mains, appurtenances and service pipe along, under and across such city roads, streets, avenues, boulevards, alleys and public places hereinafter called “Rights-of Way,” within the city limits of Port Orchard; and

WHEREAS, the Port Orchard City Council (“Council”) has authority to grant utility franchises pursuant to RCW 35A.47.040; and

WHEREAS, the Parties to this franchise are subject to and participants in the Kitsap County Coordinated Water System Plan (“CWSP”) and pursuant to the CWSP have entered into a long term and mutually beneficial relationship for the provision of both wholesale water to Port Orchard and the provision of residential service directly to consumers in Port Orchard; and

WHEREAS, pursuant to the CWSP and this relationship, the Parties have entered into a series of interlocal and other agreements providing for the joint ownership and maintenance of water reservoirs in Port Orchard and other matters relating to the provision of water in Port Orchard by both Port Orchard and Bremerton; and

WHEREAS, the ongoing nature of this cooperative relationship for the provision of water by neighboring municipalities pursuant to the CWSP provides the basis for the understandings contained in this ordinance;

NOW, THEREFORE,

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THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, DOES ORDAIN AS

FOLLOWS:

SECTION 1. **Definitions.** Where used in this franchise (the "Franchise") these terms have the following meanings:

A. "Port Orchard" means the City of Port Orchard, a Washington municipal corporation, and its respective successors and assigns.

B. "Bremerton" means the City of Bremerton, a Washington municipal corporation, and its respective successors and assigns.

C. "CWSP" means the Kitsap County Coordinated Water System Plan, as the same exists or is hereafter amended.

D. "Facility" or "Facilities" means tanks, reservoirs, water treatment facilities, meters, pipes, mains, valves, blow offs, vaults, fire suppression water facilities, risers, generators, electrical control panels, power meters, telephone connections, pressure reducing valves ("PRVs"), pump stations, meter stations, lines, service lines located in the Franchise Area as defined below, and all other necessary or convenient facilities and appurtenances thereto for the purpose of operating a water utility system, whether the same be located over, on or underground.

E. "Franchise Area" means all areas that are within boundaries of the City of Port Orchard, as the same exist or are hereafter amended, and are also within Bremerton's service area as defined by the CWSP and agreements between the Parties and shall include every and all of the public roads, streets, avenues, alleys, highways and rights-of-way of Port Orchard as now or hereafter laid out, platted, dedicated or improved within the Franchise Area. The Franchise Area shall not include or convey any right to Bremerton to install facilities on, or to otherwise use, City owned or leased properties, provided, however, the Parties have a long standing relationship as neighboring jurisdictions providing joint and other water utility services and nothing herein shall be deemed to abrogate or amend any existing contract, easement, or other understanding regarding the provision of water or shared facilities in place at the date of this franchise or hereafter entered into unless specifically set forth herein.

F. "Ordinance" means this Port Orchard Ordinance No. XXXX, which sets forth the terms and conditions of this Franchise.

G. "Party" or "Parties" means Port Orchard or Bremerton individually, or collectively as addressed in this Franchise.

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H. "Routine Maintenance" means miscellaneous maintenance, repair and replacement activities undertaken by Bremerton on Facilities located in the streets and rights-of-way covered by this Franchise. Routine Maintenance includes, but shall not be limited to, flushing mains, video inspection of mains, operations, maintenance, repair and replacement of services, pumps, air-vacs, PRV stations, valves and hydrants, repair of surface areas around existing Facilities, hydro-excavation and potholing, and valve box adjustments.

SECTION 2. **Grant of Franchise.** Port Orchard grants to Bremerton and to its successors and assigns, for the term of ten (10) years from the effective date hereof, the right, privilege, authority and franchise for itself, its successors and assigns, to install, construct, maintain and operate water infrastructure including mains, laterals and service lines along, under and across such Port Orchard Rights-of-Way, together with all necessary equipment of every sort necessary, subject to all the terms and conditions herein. This grant shall be solely limited to the City of Port Orchard's present or future Rights-of-Way within Bremerton's Retail Water Service Area, as that service area now exists or as it may be amended or altered in the future (the "Franchise Area"). and does not include other parts of Port Orchard. The term "Rights-of-Way" shall be understood to include any and every Port Orchard city road, street, avenue, alley or other public place designated or specified in this Franchise in, upon, under, over, across and along which rights are, or are intended to be vested in Bremerton, its successors and assigns, under and by virtue of this Franchise, but not to include parks or open space property without specific designation within this Franchise or another written agreement between the Parties.

SECTION 3. **Automatic Renewal; Termination.** This Franchise shall automatically renew for successive 10-year terms unless it is terminated in accordance with this Section. Either Party may terminate this franchise after the initial term for any reason upon 730 days' advance written notice to the other Party prior to the end of the renewal term.

SECTION 4. **Area of Franchise/Location of Infrastructure.** This Franchise shall apply to those portions of Bremerton's present and future water lines and appurtenances within the City of Port Orchard's present or future Rights-of-Way within Bremerton's Retail Water Service Area, as that service area now exists or as it may be amended or altered in the future (the "Franchise Area"). Upon Port Orchard's request, Bremerton shall provide a map showing the approximate location of Bremerton's water infrastructure within the Franchise Area. The Parties acknowledge the need to maintain adequate security measures regarding the location of water facilities and wish to avoid locating critical water facilities in public documents. In the event Port Orchard desires to design new streets or intersections, renovate existing streets, or make other public improvements, Bremerton will reasonably cooperate with the planning effort. Chapter 19.122 RCW or other applicable law, with respect to determining the location of utility facilities prior to construction, shall control the marking and/or location of facilities and shall define the parties' respective obligations.

SECTION 5. **Operation and Maintenance.** Bremerton shall be solely responsible for the operation, maintenance, repair, and construction of its utility infrastructure unless provided

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otherwise by a written agreement between the Parties. Bremerton shall maintain its facilities located within the Franchise Area in good operating condition and repair in a manner consistent with applicable law and prudent utility practice.

SECTION 6. **Not an Exclusive Franchise.** This Franchise shall not be deemed or held to be an exclusive franchise and shall not in any manner prohibit the Port Orchard Council from granting other and further franchises of any kind or character that it may deem proper, in, upon under, over, across and along any Rights-of-Way within the area described herein; provided, that no other franchise granted after this Franchise shall require the removal or relocation of Bremerton's then existing facilities. No water franchise shall be granted which is not in compliance with the CWSP. This Franchise shall in no way prohibit or prevent the public from using any such Rights-of-Way or any part thereof, or Port Orchard's power to make all necessary improvements, repairs, or changes therein.

SECTION 7. **Regulation of Use and Control.** Port Orchard in granting this Franchise does not waive any rights which it now has or may hereafter acquire with respect to Port Orchard roads, Rights-of-Way or other Port Orchard property and this Franchise shall not be construed to deprive Port Orchard of any powers, rights or privileges which it now has or may acquire to regulate the use of and to control Port Orchard roads, Rights-of-Way and any other Port Orchard property covered by this Franchise.

SECTION 8. **Compliance with applicable laws and regulations.** The Parties to this Franchise agreement shall at all times adhere to applicable local, state, and federal law and to the provisions of the CWSP. In the event of ambiguity or conflict, interpretation of this franchise ordinance shall be informed by the CWSP and the interlocal and other agreements between the Parties relating to the provision of water or water service by Bremerton within the boundaries of Port Orchard.

SECTION 9. **Vacation.** If at any time Port Orchard shall vacate any Port Orchard road, Rights-of-Way or other Port Orchard property which is subject to rights granted by this Franchise, Port Orchard shall not be liable for any damages or loss to Bremerton by reason of such vacation, provided that Port Orchard shall as a condition of the vacation, reserve an easement perpetuating Bremerton's right to continue the use of the area for the operation and maintenance of its Facilities.

SECTION 10. **Indemnification.** Bremerton shall indemnify, defend and hold harmless Port Orchard, and its officers, officials, boards, commissions, agents and employees (hereinafter in this Section "Port Orchard") from any action, claim, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees and expenses, arising from any action, neglect, omission or inaction of Bremerton or its agents or employees including, but not limited to, delays on construction projects caused by or arising out of Bremerton's failure to relocate its facilities in a timely manner, or the condition of any of its facilities, provided, however, that nothing herein shall require Bremerton to indemnify or hold harmless Port Orchard from any intentional or reckless tortious or criminal act. Bremerton shall consult and cooperate with Port Orchard while

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conducting its defense of Port Orchard. If any such claim or demand is subject to RCW 4.24.115 and caused by or results from the concurrent negligence of (a) Port Orchard, its elected or appointed officials, or its agents or employees and (b) Bremerton, or its agents or employees, then in such event the defense and indemnity provisions shall be valid and enforceable only to the extent of Bremerton's negligence.

Port Orchard shall give Bremerton written notice as provided below of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. If a claim or action arises, Port Orchard or any other indemnified party shall then tender the defense of the claim to Bremerton as soon as feasible with a goal of tendering to Bremerton within ten (10) business days of receipt of such notice, which defense shall be at Bremerton's expense. Bremerton may not agree to any settlement of claims financially affecting Port Orchard without Port Orchard's prior written approval, which approval shall not be unreasonably withheld.

If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between Port Orchard and the counsel selected by Bremerton to represent Port Orchard, Bremerton shall pay the expenses incurred by Port Orchard in defending itself with regard to any action, suit or proceeding indemnified by Bremerton. Port Orchard's expenses shall include all out of-pocket expenses that are necessary for Port Orchard's defense, such as consultants' fees, and shall also include the reasonable value of any services rendered by Port Orchard Attorney or any employees of Port Orchard or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided Port Orchard by Bremerton.

This section shall survive the termination of this Franchise Agreement.

SECTION 11. Insurance.

A. General requirement. Each Party shall have and maintain adequate insurance or participate in an insurance authority during the entire term of this Franchise (and for a period of twelve [12] months thereafter) to protect itself against claims for death or injuries to persons or damages to property or equipment which in any way relate to, arise from or are connected with this Franchise or the use of Port Orchard's rights-of-way, or their respective officials, agents, representatives, contractors, subcontractors and their employees. Bremerton's insurance shall also protect Port Orchard for claims as described herein that arising from or are connected with this Franchise.

B. Verification of Coverage. The Parties will provide each other with an Evidence of Coverage Letter. The Evidence of Coverage is to be signed by a person authorized to bind coverage on its behalf. The Evidence of Coverage letter must be consistent with standard industry practices and is to be provided to Port Orchard upon acceptance of this Franchise. The Parties hereby warrant that its respective liability coverage satisfy the requirements of this Franchise.

SECTION 12. Requirement for Construction Permits. Bremerton and its successors, assigns, or contractors shall have the right and authority to enter upon Port Orchard roads and Rights-of-way described herein for the purpose of constructing, extending, repairing or replacing, servicing and/or operating and maintaining its lines and facilities and connecting the same with consumer service lines, upon the condition that prior to such work within Port Orchard roads or Rights-of-way, Bremerton shall first obtain the necessary permits approved by Port Orchard and shall pay all applicable fees. Bremerton agrees to use best efforts to notify contractors or other parties who will be performing work on the Bremerton Facilities within the Franchise Area of the requirement to obtain permits from Port Orchard prior to commencing work.

Before any work is performed, applications for said permits shall first be presented to the Port Orchard Permit Center which may require copies of plans, profiles, cross-sections, specifications, or such further detail of the work to be done as is or may be required by ordinance in other instances. Such work, whether done by Bremerton, or its contractors, shall include necessary paving, patching, grading and any other reasonable and necessary repair or restoration of Port Orchard roads or Rights-of-way and shall be to Port Orchard City Standards and the reasonable satisfaction of Port Orchard. Any third party seeking to connect to the Bremerton water system and not acting as a contractor or agent of Bremerton shall be responsible for acquiring all necessary permits at its expense from Port Orchard.

All permits for work to be performed by Bremerton's forces shall be applied for and given in the name of Bremerton who shall be held responsible for all work done thereunder, and Port Orchard shall waive bonding. Work performed on behalf of Bremerton by its contractors shall be undertaken in the name of the contractor which shall fully bond for its work.

The preservation of monuments and markers shall be undertaken in compliance with Chapter 332-120 WAC.

If Bremerton or its contractors obtain bonding for work performed by others in Port Orchard within the Franchise Area, Port Orchard shall be named as an additional obligee on said performance bonds.

In the event of an emergency in which Bremerton's facilities within the Franchise Area are in a condition as to immediately endanger property, life, health or safety, Bremerton may take action immediately to correct the dangerous condition without first obtaining permits so long as permits are obtained as soon as practicable thereafter. Bremerton will notify Port Orchard of the nature of the emergency and the work to be performed prior to or at the commencement of the work, if reasonably possible.

In the case of damage to the Rights-of-Way caused by Bremerton or its construction contractors, Bremerton agrees to repair the damage at its own expense and to restore the Rights-of-Way consistent with Section 16 below.

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SECTION 13. Providing “As Built” Drawings. Bremerton or its agent shall maintain on the jobsite project plans marked to indicate plan revisions made in the field and other details of construction. The drawings shall be made available upon completion of the project to Bremerton for use in preparation of “as built” records. Bremerton shall be responsible for the cost of any required “as-built” drawings. A copy of these “as built” drawings shall be provided to Port Orchard. Bremerton shall be responsible for and present to Port Orchard “as built” records for any work done in the franchise area during the term of this franchise.

SECTION 14. Notification to Cencom. If it is necessary to shut down or diminish water pressure so that fire hydrants may be affected, Bremerton shall ensure that Cencom is promptly notified in advance. In addition, when Bremerton will be flushing a portion of its system in Port Orchard or has a service outage or other shut down or reduction in its system, Bremerton Operations will notify Port Orchard Operations by phone or email as soon as feasible. Port Orchard’s Operations telephone number is 360-845-8408 and email is publicworks@portorchardwa.gov.

SECTION 15. Restoration of Rights-of-Way. Bremerton shall be responsible for and leave all Port Orchard roads and Rights-of-way in as good of condition, after work on, or under or adjacent to Port Orchard roads or Rights-of-way as the same existed before such work, and in addition such restoration or repair shall be consistent with the applicable City of Port Orchard Public Works Engineering Standards and Specifications. In the event that Bremerton, or its contractors connecting to Bremerton’s lines or facilities under work permit, shall fail to restore Port Orchard roads or Rights-of-way to the condition that pre-existed such work to Port Orchard standards and to the reasonable satisfaction of Port Orchard Public Works Director, Port Orchard may request that Bremerton make the repairs or undertake the restoration, but in any case, Port Orchard reserves the right to make such repairs or restoration to such roads or Rights-of-way. If Port Orchard opts to make the repairs and restoration, then upon presentation of an itemized bill for such repairs or restoration, including the cost of labor and equipment, Bremerton shall pay the said bill within sixty (60) days.

SECTION 16. Removal or Relocation of Facilities Installed by Bremerton. Upon any construction or Rights-of-Way work or utility installation by Port Orchard that reasonably necessitates the removal, protection, support, temporary disconnection or relocation (hereinafter “relocation or relocate”) of Bremerton facilities, any of Bremerton’s lines or facilities, erected upon or within any portion of such Rights-of-Way, shall, if necessary, be relocated by Bremerton at its own expense so that it shall not interfere with the work of relocation or change of grade and shall be reset in accordance with the provisions above set forth so that the location and elevation of such line or facility shall conform to the new grade and location of the Rights-of-Way or Port Orchard facilities; provided, that if a third party’s project causes the need for the removal or relocation of Bremerton’s facilities, that third party shall pay for the removal or relocation of Bremerton’s facilities. This provision shall not apply to the second (or more) times a facility is required to be relocated by Port Orchard if such second (or more) relocation occurs within 5 years of a previous relocation of the same facility. Liability for any damages to Bremerton that may occur by reason of Port Orchard’s improvements, repairs, or maintenance or by the exercise of any rights reserved in this section shall be determined in accord with the laws of the state of Washington.

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SECTION 17. Applicable Codes. Bremerton agrees that any new water line/facilities installation or replacement or any fire hydrant installation or replacement done pursuant to this Agreement shall meet fire flow and hydrant requirements, including water main looping, as set forth in approved water system plan and standards adopted by Bremerton and as set out in the current or subsequently adopted codes as adopted by Port Orchard:

City's Building Code, including the International Fire Code,

The CWSP, Chapters 70A and 35.92 RCW, and Chapter 246-293 WAC; and

All other applicable state statutes regarding water works specifications and design.

Work on, in, under, over or across the Port Orchard rights-of-way shall meet all codes and standards adopted by the City of Port Orchard, including the Port Orchard Municipal Code and the Port Orchard Public Works Engineering Standards and Specifications provided, however, that Bremerton's water supply system shall be constructed to its standards and specifications.

SECTION 18. Joint Planning Work.

A. The Parties agree to participate in the development of, and reasonable updates to, the other Party's planning documents as follows:

(1) For Bremerton's service area within Port Orchard city limits, Bremerton will respond in a timely and reasonable matter to requests for information from Port Orchard in developing Port Orchard's Comprehensive Plan Utilities Element that meets the requirements described in RCW 36.70A.070(4).

(2) Bremerton agrees that upon request by Port Orchard, it will provide timely review and input of the Port Orchard Comprehensive Plan Utilities Element as it relates to Bremerton's operations.

(3) Bremerton shall submit information related to the general location, and proposed location of all existing and proposed Facilities within Port Orchard as requested by Port Orchard within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information, provided that such information is in Bremerton's possession, or can be reasonably developed from the information in Bremerton's possession.

(4) Port Orchard will provide information relevant to Bremerton's operations within sixty (60) days of written request to assist Bremerton in the development or update of Bremerton's Water Comprehensive Plan(s) and/or Utilities Plan Element, provided that such information is in Port Orchard's possession, or can be reasonably developed from the information in Port Orchard's possession.

B. Bremerton and Port Orchard shall each assign a representative whose responsibility shall be to coordinate planning for capital improvement plan projects including those that involve undergrounding. At a minimum, such coordination shall include:

(1) For the purpose of planning, Bremerton and Port Orchard shall provide each other with a copy of their respective current adopted Capital Improvement Plan upon request by the other Party.

(2) At least annually, Bremerton shall provide Port Orchard with a schedule of Bremerton's planned capital improvements which may affect the Port Orchard rights-of-way for that year.

(3) At least annually, Port Orchard shall provide Bremerton with a schedule of Port Orchard's planned capital improvements which may affect the rights-of-way within the Franchise Area over the next twelve (12) month period including but not limited to street overlays and repairs, storm drainage improvements and construction, and all other rights-of-way activities that could affect Bremerton's capital improvements and infrastructure.

(4) Bremerton shall meet with Port Orchard, as reasonably necessary, to schedule and coordinate construction activities.

(5) All construction locations, activities, and schedules shall be coordinated to minimize public inconvenience, disruption, or damages.

(6) Port Orchard and Bremerton agree to cooperate in the planning and implementation of emergency operations response procedures.

(7) Without charge to either Party, both Parties agree to provide each other with as-built plans, maps, and records in electronic format as available that show the location of its facilities within rights-of-way.

(8) The Parties agree to meet periodically as needed to coordinate planning as described herein.

SECTION 19. Shared Use of Excavations.

A. Port Orchard and Bremerton shall exercise best efforts to coordinate construction work either Party may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other Party and other utilities within the Franchise Areas informed of its intent to undertake such construction work. Port Orchard and Bremerton shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

B. If at any time, or from time to time, either Bremerton or Port Orchard shall cause excavations to be made within the Franchise Area, the Party causing such excavation to be made

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shall afford the others, upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

(1) No statutes, laws, regulations, ordinances, or Bremerton policies prohibit or restrict the proximity of other utilities or facilities to Bremerton's Facilities installed or to be installed within the area to be excavated;

(2) Such joint use shall not unreasonably delay the work of the Party causing the excavation to be made; and

(3) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both Parties. The Parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

C. Port Orchard reserves the right to not allow open trenching within any Port Orchard street within five (5) years following a street overlay or improvement project; however, Bremerton may open trench provided it grind and overlay a minimum distance of fifty (50) feet each side of the excavation. Bremerton shall be given written notice at least one hundred eighty (180) days prior to the commencement of any street overlay or improvement project.

D. The laying, construction, maintenance, and operation of Bremerton's system of lines and facilities granted under this Franchise shall not preclude Port Orchard, its agents, or its contractors grading or doing other necessary roadwork contiguous to Bremerton's lines and facilities. Port Orchard, its agents or contractors shall be responsible in accordance with Washington law for any and all damage to Bremerton facilities that have been properly located in accordance with Chapter 19.122.

SECTION 20. Assignment of Rights to Third Party. Bremerton shall have the right to assign its Franchise with Port Orchard's consent, which shall not be unreasonably withheld. Provided, however, no such assignment shall be of any force or effect unless written notice of such assignment shall be filed with Port Orchard Clerk within thirty (30) days thereafter, together with an acceptance by the assignee in writing of all the terms, covenants, and conditions of this Franchise and an agreement of such assignee to perform and be bound by all the terms and conditions of this Franchise.

All the provisions, conditions, regulations, and requirements herein contained shall be binding upon the successors and assigns of Bremerton, and all privileges, as well as all obligations and liabilities of Bremerton, shall insure to its successors and assigns equally as if they were specifically mentioned wherever Bremerton is mentioned.

SECTION 21. Obsolete and Discontinued Infrastructure. Bremerton shall notify Port Orchard when any of its infrastructure subject to this Franchise has been deemed obsolete or its use discontinued. The Parties will confer and may agree to abandon the facilities in place or in the

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event that they cannot agree, the facilities shall be removed at Bremerton's expense within two (2) calendar years of notification unless a shorter time frame is reasonably required to facilitate Port Orchard's use of its Rights of Way.

SECTION 22. Franchise Costs. Given the ongoing nature of the Parties relationship and the revenues generated by the utility tax imposed by Port Orchard, the Parties shall each bear their respective costs incurred in the negotiation and administration of this franchise agreement, including Port Orchard bearing the legal expense of negotiating and drafting this Agreement.

SECTION 23. Reservation of Rights. Port Orchard reserves the right at any time upon ninety (90) days written notice to Bremerton, to so change, amend, modify, or amplify any of the provisions of its ordinances incorporated pursuant to Section 17 and relating to the public health, safety, and welfare. In the event of a change in Washington case law, federal or state statute or regulation that invalidates or makes any term of this franchise illegal or impossible to fulfill, the Parties agree to reopen the negotiation of this franchise to achieve compliance with such law or regulation.

Port Orchard specifically reserves for itself the right to impose taxes, use fees, costs, service requirements, or other fees on Bremerton for the privilege of conducting this business in Port Orchard, for the use of the Port Orchard's rights-of-way, to pay for the costs of regulating this activity, or for any other public purpose so long as those taxes, use fees, costs, service requirements or other fees, as authorized by law, are imposed by ordinance. A utility tax is currently in effect which Bremerton is paying on Port Orchard business. Port Orchard will provide Bremerton with ninety (90) days' advance written notice prior to the effective date of any change to such utility tax. Bremerton agrees that it will not challenge the imposition of these taxes to the extent that they only apply to business or activities that are conducted inside the Port Orchard city limits. Bremerton similarly reserves the right and discretion to adopt ordinances that pass these additional costs on to those customers served in the Franchise Area.

SECTION 24. Penalty for Violation of Conditions. If Bremerton shall violate or fail to comply with any of the terms, conditions or responsibilities of this Franchise through neglect or failure to heed or comply with any notice given Bremerton under the provisions of this Franchise, the Council may revoke, amend, alter, change, or supplement this Franchise provided, however, that the Council shall give sixty (60) days written notice of its intention to do so, during which period Bremerton shall have the opportunity to remedy the failure to comply; and provided further, that if the failure cannot reasonably be cured in sixty (60) days, Bremerton shall be provided with a reasonable period to cure before any revocation, amendment, alteration, change or supplement shall take effect. No such notice need be given in case of an emergency. This provision shall not preclude any other remedies for noncompliance identified under this Agreement.

SECTION 25. Non-Waiver. The failure of either Party to enforce any breach or violation by the other Party or any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching Party of any subsequent breach or violation of the same or any other provision of this Franchise.

SECTION 26. Alternate Dispute Resolution. If the Parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the Parties may submit the dispute to mediation or other non-binding alternate dispute resolution process agreed to by the Parties. Unless otherwise agreed upon between the Parties or determined herein, the cost of that process shall be shared equally by the Parties.

SECTION 27. Attorneys' Fees. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit Port Orchard's or Bremerton's right to indemnification under Section 11 of this Agreement.

SECTION 28. Severability. This Agreement shall be construed to give effect to such purposes and uses under this Franchise which are consistent with economical and efficient service rendered in the public interest. If any provision of this Franchise, or its application, is determined to be invalid by court of law, then the remaining provisions shall continue and be valid unless the dominant purpose of the franchise or the public interest herein is thwarted thereby.

SECTION 29. Venue and Applicable Law. This Agreement shall be governed by the laws of the State of Washington. Venue for all actions arising under this Agreement shall be Kitsap County Superior Court.

SECTION 30. Amendment. This Franchise may be amended only by written instrument, signed by both Parties, which specifically states that it is an amendment to this Franchise, and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 11 "Indemnification" above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from Port Orchard in conjunction with the exercise (or failure to exercise) by Bremerton of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise.

SECTION 31. Bremerton Acceptance of Franchise. Bremerton shall have no rights under this Franchise, nor shall Bremerton be bound by the terms and conditions of this Franchise unless

Bremerton shall, within sixty (60) days after the effective date of the ordinance, file with Port Orchard its written acceptance of this Franchise.

SECTION 32. Effective Date of Franchise. The terms and conditions of this ordinance shall not be binding on Port Orchard and Bremerton unless the Bremerton City Council within sixty (60) days of the effective date of Port Orchard's approval of the Franchise Ordinance adopts a resolution accepting this Franchise, and the date of the adoption of such resolution by the Bremerton City Council shall be the effective date ("Effective Date") of the Franchise.

SECTION 33. Notice. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any Party (collectively, "notices") shall be in writing and shall be validly given or made to another Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by e-mail with electronic confirmation. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one (1) business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given three (3) business days after the deposit thereof in the United States Mail. If such notice is sent by email, it shall be deemed given at the time of the sender's receipt of electronic confirmation. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To Port Orchard: Public Works Director
 City of Port Orchard
 216 Prospect Street
 Port Orchard, WA 98366
 Phone: (360) 876-4407

With a Copy to the City Clerk at the same address

To Bremerton: Public Works Director
 City of Bremerton
 345 6th Street, Suite 100
 Bremerton, WA 98337
 Phone: (360) 473-2376

Any Party may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner required by this Section to the other Party.

SECTION 34. Entire Agreement. The Port Orchard Franchise Ordinance along with this Agreement and all exhibits thereto presents the entire agreement between the parties with respect to any matter covered by the franchise.

SECTION 35. Effective Date of Ordinance. This ordinance shall be published in the official newspaper of the city and shall take full force and effect five (5) days after the date of publication. A summary of this ordinance in the form of the ordinance title may be published in lieu of publishing the ordinance in its entirety.

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

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC
Port Orchard City Clerk

APPROVED AS TO FORM:

Sponsored by:

Charlotte A. Archer
Port Orchard City Attorney

_____, Council Member

PUBLISHED:

EFFECTIVE DATE:

ACCEPTANCE OF FRANCHISE BY BREMERTON

The undersigned authorized representative of the City of Bremerton hereby declares on behalf of the Bremerton Mayor and City Council the acceptance of the nonexclusive franchise to the City of Bremerton approved by the Port Orchard City Council on _____, 2023, by the adoption of City of Port Orchard Ordinance No. _____.

DATED this _____ day of _____, 20__.

CITY OF BREMERTON

Greg Wheeler, Mayor

ATTEST/AUTHENTICATED:

Bremerton City Clerk

APPROVED AS TO FORM:

Kylie J. Finnell
Bremerton City Attorney



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

Agenda Staff Report

Agenda Item No.	Business Item 7D	Meeting Date:	December 12, 2023
Subject	Approval of Amendment No. 2 to Contract No. 048-23 with Lincoln Construction, Inc for the City Hall Renovations Project	Prepared by:	Denis Ryan Public Works Director
		Atty Routing No:	N/A
		Atty Review Date:	N/A

Summary: The Port Orchard City Hall facility was constructed in 1999. Through the years, weather, normal wear and tear, and increased staffing have triggered a need to update and renovate the building. In 2020, following a competitively-bid selection process, a consultant was hired to determine the current and future needs of the building and to prepare a design for the needed building renovations. The result of the consultant’s work determined the need and proposed scope of the City Hall Renovations Project (the “Project”). On May 23, 2023 following a procurement process consistent with state law and the City’s Procurement Policies adopted by Resolution 073-23, as amended, the City executed Contract No. 048-23 with Lincoln Construction, Inc. for the “Project”. Change Order No. 1, approved October 11, 2023, captured revisions and adjustments to the renovation.

Change order No. 2 is to address the increase of the StronGirt (continuous cladding attachment system) from 24” OC to 16” OC, increase of the StronGirt from 24” OC to 12” OC at Zone 5 for wind loading, doubling the screws needed for the attachment and the change to stainless steel #14 x 2” Hex Washer Head Self-Drilling screws. This would increase the contract, as amended, by \$101,188.85 for a new contract total of \$9,163,412.13 (applicable tax included).

Recommendation: Staff recommends that the City Council authorize the Mayor to execute Change Order No. 2 to Contract No. 048-23 with Lincoln Construction, Inc. for the City Hall Renovations Project to increase the contract, as amended, by \$101,188.85, for a new contract total of \$9,163,412.13 (applicable tax included).

Relationship to Comprehensive Plan: Chapter 9: Capital Facilities

Motion for Consideration: I move to authorize the Mayor to execute Change Order No. 2 to Contract No. 048-23 with Lincoln Construction, Inc. for the City Hall Renovations Project to add an amount of \$101,188.85 for a new contract total of \$9,163,412.13 (applicable tax included).

Fiscal Impact: This is funded with limited tax general obligation (LTGO) bonds.

Alternatives: Do not approve and provide further guidance

Attachments: Amendment No. 2
Courtesy Copy of C048-23 and Change Order No. 1

CITY OF PORT ORCHARD

Authorization for Change Order No. 2

Date: 11/10/2023
Project: City Hall Renovation
Contract / Job #: C048-23

Contractor: Lincoln Construction, Inc.
11803 101st Ave. E. Suite 201
Puyallup, WA 98373

THIS CHANGE ORDER AUTHORIZES (add description).

Additional Work/Construction Change Directives:

COP 008- Change StronGirts from 24" OC to 16" OC, double the screws needed for the attachment and change to stainless steel #14 x 2" Hex Washer Head Self-Drilling. Change StronGirts from 24" OC to 12" OC at Zone 5. Exterior cladding attachment system.

See COP 008 and AIA for breakdown.

See memo for more detail.

	Amount	Sales Tax	Total	Date	Appvd by
Original Contract	\$8,245,941.00	\$766,872.51	\$9,012,813.51	13-Jun-22	Council
Change Order 1	\$44,711.00	\$4,698.77	\$49,409.77	11-Oct-23	PW Director
Change Order 2	\$92,579.00	\$8,609.85	\$101,188.85	10-Nov-23	Council
Total Contract	\$8,383,231.00	\$780,181.12	\$9,163,412.12		

I have reviewed the Change Order information above and certify that to the best of my knowledge descriptions and costs are true and accurate.

Thomas Romberg

Contractor Approval Signature

Thomas Romberg-Project Manager

Printed Name & Title

Dennis Ryan

Public Works Director

Dennis Ryan

Printed Name

Change Orders that do not exceed 10%, with a maximum of \$50,000, of either legally authorized budget limit or contract amount established by City Council can be approved by the Public Works Director.

Approved: _____

Mayor

Change Orders that do not exceed 10%, with a maximum of \$100,000, of either legally authorized budget limit or contract amount established by City Council are to be approved by the Mayor.

Attest: _____

City Clerk

Change Orders over \$100,000 or exceed a total of 10% require Council Action.

Council Approval Date



Change Order

PROJECT: *(Name and address)*
Port Orchard City Hall Building
Improvements
216 Prospect Street
Port Orchard, WA 98366

CONTRACT INFORMATION:
Contract For: Construction

Date: May 23, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 002

Date: November 8, 2023

OWNER: *(Name and address)*
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366

ARCHITECT: *(Name and address)*
Rice Fergus Miller, Inc.
275 5th Street, Suite 100
Bremerton, WA 98337

CONTRACTOR: *(Name and address)*
Lincoln Construction Inc.
11803 101st Ave E, Suite 201
Puyallup, WA 98373

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order Proposal:

COP 08 - Addition of lights for siding attachment

\$92,579.00

The original Contract Sum was	\$	8,245,941.00
The net change by previously authorized Change Orders	\$	44,711.00
The Contract Sum prior to this Change Order was	\$	8,290,652.00
The Contract Sum will be increased by this Change Order in the amount of	\$	92,579.00
The new Contract Sum including this Change Order will be	\$	8,383,231.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Rice Fergus Miller, Inc.
ARCHITECT *(Firm name)*

SIGNATURE

Dean Kelly
PRINTED NAME AND TITLE

November 8, 2023
DATE

Lincoln Construction
CONTRACTOR *(Firm name)*

SIGNATURE

Thomas Romberg-Project Manager
PRINTED NAME AND TITLE

11-15-2023
DATE

City of Port Orchard
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

CHANGE PROPOSAL REQUEST

Lincoln Construction

To: Port Orchard City Hall

COP NO: 08

CCD/PR No.:

Date: 10/11/2023

Project:

LCI Project No.: 1257

Attn.: Jason Ritter-Lopatowski

A. TOTAL MATERIAL/EQ BASE COST

\$ -

B. TOTAL LABOR COST

\$ -

SUBTOTAL

\$ -

C. OVERHEAD AND PROFIT (15%)

\$ -

SUBTOTAL

\$ -

D. SUBCONTRACT COST

\$ 80,252.00

E. OVERHEAD AND PROFIT ON

SUBCONTRACT COST (12%)

\$ 9,630.24

SUBTOTAL

\$ 89,882.24

H. BOND (GC ONLY)

\$ 2,696.47

SUBTOTAL

\$ 2,696.47

TOTAL CHANGE PROPOSAL COST

\$ 92,579

CONTRACT TIME ADJUSTMENT

(DAYS)

TBD

Lincoln Construction, Inc.

CONTRACTOR

10/11/2023

DATE

Thomas Romberg

Tom Romberg

0

Lincoln Construction

Change Order Request

To: Jason Ritter-Lopatowski
RFM Architects

Date: 10/11/2023
COP #: 08

Owner COP/CCD/PR #:

Re: Port Orchard City Hall

Please provide a change order for the following work:

Per engineering, change the Strongirt System to 16OC in lieu of 24OC.

Total price per attached breakdown: \$ 92,579
State and local sales tax: include X not included
Extension of time: 0

We have proceeded with the work
 Work will not proceed without formal authorization

This price is good for 5 days from the above date, after which this request is subject to revision.

Sincerely,
Thomas Romberg - Project Manager

Lincoln Construction

CHANGE ORDER REQUEST SUMMARY

Port Orchard City Hall COP: 008 REV: 000 DATE: 10/11/2023

DESCRIPTION: Owner COP/CCD/PR #:

LABOR	HOURS		RATE			TOTAL
PROJECT MANAGER		X	95.00	=	\$	-
SUPERINTENDENT		X	88.95	=	\$	-
ASSISTANT SUPERINTENDENT		X	85.25	=	\$	-
CARPENTER		X	82.25	=	\$	-
LABORER		X	73.50	=	\$	-
		X		=	\$	-
		X		=	\$	-
SUBTOTAL				=	\$	-

SMALL TOOL ALLOWANCE @	0.0%	\$	-
SUBTOTAL		\$	-
MARK-UP @	15.0%	\$	-
TOTAL LABOR		\$	-

MATERIALS/EQUIPMENT	PHASE CODE	UNITS		RATE		
		1	X		=	\$ -
		1	X		=	\$ -
		1	X		=	\$ -
		1	X		=	\$ -
SUBTOTAL					=	\$ -
USE TAX ON MATERIALS AND EQUIPMENT				0.0%		\$ -
MARK-UP @				15.0%		\$ -
TOTAL MATERIAL/EQUIPMENT						\$ -

SUBCONTRACTS	PHASE CODE	UNITS		RATE		
		1	X		=	\$ -
		1	X	79,897.00	=	\$ 79,897.00
Commercial Insulation		1	X	355.00	=	\$ 355.00
		1	X		=	\$ -
		1	X		=	\$ -
			X		=	\$ -
			X		=	\$ -
			X		=	\$ -
SUBTOTAL					=	\$ 80,252.00
MARK-UP @	Sub Direct Cost	79,897		12.0%	Less Sub Fee	\$ 9,630.24
TOTAL SUBCONTRACTS						\$ 89,882.24

PROPOSAL SUBTOTAL		\$	89,882.24
BONDS/Liability/Builders Risk/B&O Tax	3.000%	\$	2,696.47
PROPOSAL TOTAL		\$	92,578.71

Tom Romberg

To: tom romberg
Subject: FW: POCH Stainless Steel Screw Option for Exterior Framing at 24" On Center

Thank you,

Tom Romberg | **LCi**

Lincoln Construction Inc Est. 1953

11803 101st Ave Ct E, Suite 201 Puyallup, WA 98373

Cell 253-606-8350

Ofc 253.847.6414 | Fax 253.847.6806

From: Phil Clark <phil@devcoengineering.com>
Sent: Friday, September 22, 2023 8:35 AM
To: Tom Romberg <tom.romberg@lincolnnw.com>; John Saari <John@cisinsulation.com>
Cc: John Brown <JohnBrown@cisinsulation.com>; Jeff Tiegs <jeff.tiegs@lincolnnw.com>; Bill Markham <bill.markham@lincolnnw.com>; George Drabner <george@cisinsulation.com>; Brooke Powers <brooke@devcoengineering.com>
Subject: RE: POCH Stainless Steel Screw Option for Exterior Framing at 24" On Center

Tom/John,

The capacities of the proposed alternate screws are comparable to the original screws we specified. However, the 20ga studs at 24" o.c. rather than 16" o.c. does cause issue at the building corners (zone 5 wind loads). This is what will be needed:

At zone 5 (12' from building corners): Strongirts at 12" o.c. max. with (2) screws each stud.

At zone 4 (the remainder): Strongirts at 16" o.c. max. with (2) screws each stud.

The attached pdf shows where the zone 5 locations occur. Note: the entire clock tower would be zone 5.

Please review and give feedback.

Thanks,

Phil Clark

CAD/IT/BIM Manager

Devco Engineering, Inc.

541-757-8991 x212

phil@devcoengineering.com

Mail: PO Box 1211, Corvallis, OR 97339

Office: 245 NE Conifer Blvd., Corvallis, OR 97330



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PORT ORCHARD CITY HALL - BUILDING
IMPROVEMENTS
PORT ORCHARD CITY HALL
216 PROSPECT STREET
PORT ORCHARD, WA 98366

PROJECT # 2020013

BID DOCUMENTS

ISSUE DATE APRIL 7, 2023

REVISION SCHEDULE

AHJ APPROVAL STAMP

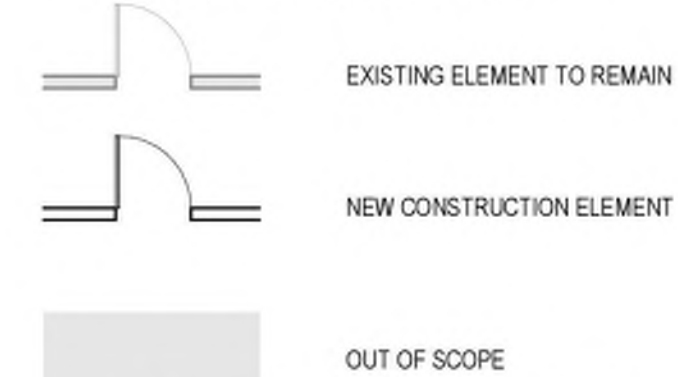
ROOF PLAN

SHEET #

A21.15

NOTES & LEGEND - FLOOR PLAN

- DIMENSIONS ARE TO ROUGH FRAMING OR TO FACE OF EXISTING FINISHES, TYP UNO.
- DIMENSIONS INDICATED AS "MIN" OR "CLR" ARE FROM NEAREST FINISH SURFACE, INCLUDING TRIM.
- ROUGH DOOR OPENINGS ARE LOCATED 4" FROM NEAREST INTERSECTING WALL FRAMING, TYP UNO.
- THIS BUILDING WILL REMAIN OPERATIONAL DURING CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE STAGING PLANS TO THE CITY FOR THEIR RECORDS. STAGING PLAN MUST ALSO INCLUDE THE COMPLIANCE OF IBC CHAPTER 33 SHOWING PROTECTION OF PUBLIC PROPERTY, INCLUSION OF FIRE EXTINGUISHERS, MAINTENANCE OF MEANS OF EGRESS AND ACCESSIBLE MEANS OF EGRESS AND THE MAINTENANCE OF STANDPIPES.
- GC TO REFER TO SHEET A02.02 FOR DEFERRED SUBMITTALS AND THEIR RESPONSIBILITY FOR ISSUING THEM.



KEY NOTES - FLOOR PLAN

#	NOTE DESCRIPTION
1	NEW CLEAR BRICK COATING ON ALL EXPOSED BRICK. PRIOR TO APPLICATION, REPAIR ALL GROUT HOLES AND SEALANT CRACKS. TYPICAL ALL BRICK AROUND ENTIRE BUILDING.
2	NEW CEMBRIT LAP SIDING OVER R-10 RIGID INSULATION AND WEATHER BARRIER. TYPICAL ALL AREAS WHERE LAP SIDING WAS REMOVED. MATCH EXISTING PROFILES.
3	NEW WINDOW TO MATCH EXISTING DESIGN. CONTRACTOR TO FIELD VERIFY ALL ROUGH OPENINGS. WINDOWS AT GROUND LEVEL TO BE FIXED, NON-OPERABLE. ALL UPPER LEVELS TO BE OPERABLE SIMILAR TO EXISTING DESIGN. PREPARE ROUGH OPENING PER MANUFACTURERS RECOMMENDED DETAILS FOR WRB SYSTEM. NEW FLASHING TO BE INSTALLED TO WEATHERIZE CONNECTION BETWEEN WINDOW AND BRICK. TYPICAL ALL WINDOW LOCATIONS.
4	HOLLOW METAL DOOR AND FRAME TO MATCH EXISTING DIMENSIONS AND RATING. CONTRACTOR TO FIELD VERIFY ROUGH OPENINGS. PAINT TO MATCH NEW SIDING MATERIAL.
5	INFILL WALL FRAMING WHERE CLOCK FACES WERE REMOVED. MATCH ADJACENT FRAMING TYPE AND THICKNESS. NEW EXTERIOR SHEATHING AND WRB SYSTEM TO BE INSTALLED. TYPICAL ALL (4) FACES OF CLOCK TOWER.
6	NEW ROLL-DOWN DOOR AND AUTOMATIC OPENER TO FIT IN EXISTING ROUGH OPENING. CONTRACTOR TO FIELD VERIFY ROUGH OPENING.
7	NEW 30-YEAR COMPOSITE SHINGLES OVER SELF-ADHERED UNDERLAYMENT COVERED WITH SYNTHETIC UNDERLAYMENT OVER ROOFING BOARD OVER VENT STRIPS OVER NEW RIGID INSULATION OVER NEW VAPOR BARRIER OVER EXISTING METAL DECK.
8	GUTTER AND DOWN SPOUTS TO BE INSTALLED TO ALIGN WITH NEW ROOFING ELEVATION. MAINTAIN ORIGINAL DOWN SPOUT LOCATIONS AND CONNECTION TO STORM DRAIN. TYPICAL AROUND BUILDING.
9	HI-PERF RIDGE VENT SLOPE TO SLOPE SHINGLED VERSION.
10	HIP VENT.
11	PRE-FABRICATED VENTED METAL FASCIA WITH DRIP. SIZE PER MANUFACTURER RECOMMENDATION. BASIS OF DESIGN: METAL-ERA HI-PERF VENTED FASCIA.
12	NEW WALL PROTECTION ANCHOR. REFER TO STRUCTURAL FOR BLOCKING DETAILS.
13	NEW EXHAUST LOUVER. SEE MECHANICAL.
14	EXISTING EXHAUST LOUVER TO REMAIN.
15	NEW CONCRETE SLAB WHERE FOOTINGS WERE INSTALLED. MATCH ADJACENT FINISH AND COLOR.
16	NEW TOWER CLOCK WITH BACKGROUND MOUNTING. (BASIS OF DESIGN: ELECTRICTIME1100 SILHOUETTE - MARKERS ON BACKGROUND). TYPICAL (4) SIDES OF CLOCK TOWER.
17	NEW GATE TO MATCH EXISTING. MATCH MATERIALS, STYLE, AND HARDWARE.

1 ROOF - PLAN

1/8" = 1'-0"

CHANGE ORDER REQUEST

CIS Job Number 2342 Date 10/3/2023 COR 1 REV-1

Job Name Port Orchard City Hall Renovations

	Qty	UM	Rate	Total
Labor				
Foreman		HR	\$ 97.59	\$ -
Journeyman	96	HR	\$ 92.63	\$ 8,892.48
Journeyman	56	HR	\$ 92.63	\$ 5,187.28
Journeyman OT		HR	\$ 138.95	\$ -
Subtotal				\$ 14,079.76

Zone 5 add \$2,593.64

Materials				
StronGirts	560	EA	\$ 53.76	\$ 30,105.60
Screws	22,400	EA	\$ 0.30	\$ 6,720.00
Credit screws	5,040	EA	\$ (0.19)	\$ (957.60)
StronGirts	300	EA	\$ 53.76	\$ 16,128.00
Screws	3000	EA	\$ 0.30	\$ 900.00
			\$ -	\$ -
			\$ -	\$ -
Sub Total				\$ 52,896.00

Credit

If this number was to go from 24" to 12" than 16" to 12" should be an \$8,064 add.

Zone 5 add

Zone 5 add

Should be \$450

Equipment				
Boom Lift / Fuel	1	EA	\$ 1,400.00	\$ 1,400.00
Sundries	1	EA	\$ 250.00	\$ 250.00
Boom / Sundries	1	EA	\$ 850.00	\$ 850.00
Sub Total				\$ 2,500.00

Zone 5 add \$425

Grand-Subtotal				\$ 69,475.8
Consumables				\$ -
B&O Use Tax				\$ -
Environmental Fee				\$ -
Sub Total				\$ 69,475.8

Labor, Materials, Equipment

Total \$11,532.64 to be remove from this COP (+/-)

Cost of Time				\$ -11,532.64
Time Extension	day	0.00	\$ -	\$ 57,943.12
Delays	day	0.00	\$ -	
Sub Total				\$ -

Description of work

Change StronGirts from 24" oc to 16" oc, double the screws needed for attachment and change to Stainless Steel #14 x 2" Hex Washer Head Self-Drilling. Change StronGirts from 24" oc to 12" oc at Zone 5.

This should be 16" oc

Subtotal \$ 69,475.76

Allowed Markup 15% \$10,421.36

Additional Working Days

COR 1 REV-1

Total \$79,897

This proposal excludes sales tax and includes any and all necessary adjustments to the construction schedule and all direct and indirect costs based on information provided by the owner.

Contractor:

John Brown - Estimator/PM 253-241-9140

Date 10/3/2023

Signature

Approved by:

Signature

REVISED ON FOLLOWING
SHEET. NO CHANGE IN
PRICE

CHANGE ORDER REQUEST

CIS Job Number	2342	Date	10/23/2023	COR	1 REV-2
Job Name	Port Orchard City Hall Renovations				

	Qty	UM	Rate	Total	
<u>Labor</u>					
Foreman		HR	\$ 97.59	\$ -	
Journeyman	96	HR	\$ 92.63	\$ 8,892.48	24" to 16" change
Journeyman	56	HR	\$ 92.63	\$ 5,187.28	Zone 5 add 16" to 12" change
Journeyman OT		HR	\$ 138.95	\$ -	
			Subtotal	\$ 14,079.76	

<u>Materials</u>					
StronGirts	560	EA	\$ 53.76	\$ 30,105.60	24" to 16" change
Screws	22,400	EA	\$ 0.30	\$ 6,720.00	
Credit screws	5,040	EA	\$ (0.19)	\$ (957.60)	Credit
StronGirts	300	EA	\$ 53.76	\$ 16,128.00	Zone 5 add 16" to 12" change
Screws	3000	EA	\$ 0.30	\$ 900.00	Zone 5 add 16" to 12" change
			\$ -	\$ -	
			\$ -	\$ -	
			Sub Total	\$ 52,896.00	

<u>Equipment</u>					
Boom Lift / Fuel	1	EA	\$ 1,400.00	\$ 1,400.00	
Sundries	1	EA	\$ 250.00	\$ 250.00	
Boom / Sundries	1	EA	\$ 850.00	\$ 850.00	Zone 5 add
			Sub Total	\$ 2,500.00	

<u>Grand-Subtotal</u>		\$ 69,475.8	Labor, Materials, Equipment
Consumables		\$ -	
B&O Use Tax		\$ -	
Environmental Fee		\$ -	
	Sub Total	\$ 69,475.8	>>>> Total \$ 69,475.76

<u>Cost of Time</u>					
Time Extension	day	0.00	\$ -		
Delays	day	0.00	\$ -		
	Sub Total		\$ -	\$ -	

Description of work

Change StronGirts from 24" oc to 16" oc, double the screws needed for attachment and change to Stainless Steel #14 x 2" Hex Washer Head Self-Drilling. Change StronGirts from 16" oc to 12" oc at Zone 5.

Subtotal		\$ 69,475.76
Allowed Markup	15%	\$10,421.36

Additional Working Days

COR	1 REV-2	Total	\$79,897
-----	---------	--------------	-----------------

This proposal excludes sales tax and includes any and all necessary adjustments to the construction schedule and all direct and indirect costs based on information provided by the owner.

Contractor:

John Brown - Estimator/PM 253-241-9140

Signature

Date 10/23/2023

Approved by:

Signature

Date

PORT ORCHARD CITY HALL - BUILDING
IMPROVEMENTS
PORT ORCHARD CITY HALL
216 PROSPECT STREET
PORT ORCHARD, WA 98366

PROJECT # 2020013

BID DOCUMENTS

ISSUE DATE APRIL 7, 2023

REVISION SCHEDULE

AHJ APPROVAL STAMP

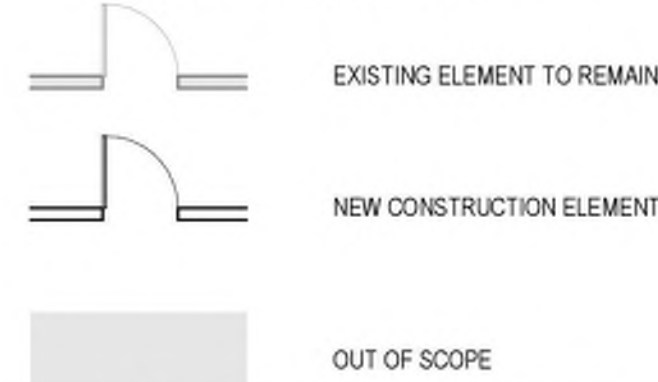
ROOF PLAN

SHEET #

A21.15

NOTES & LEGEND - FLOOR PLAN

- DIMENSIONS ARE TO ROUGH FRAMING OR TO FACE OF EXISTING FINISHES, TYP UNO.
- DIMENSIONS INDICATED AS "MIN" OR "CLR" ARE FROM NEAREST FINISH SURFACE, INCLUDING TRIM.
- ROUGH DOOR OPENINGS ARE LOCATED 4" FROM NEAREST INTERSECTING WALL FRAMING, TYP UNO.
- THIS BUILDING WILL REMAIN OPERATIONAL DURING CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE STAGING PLANS TO THE CITY FOR THEIR RECORDS. STAGING PLAN MUST ALSO INCLUDE THE COMPLIANCE OF IBC CHAPTER 33 SHOWING PROTECTION OF PUBLIC PROPERTY, INCLUSION OF FIRE EXTINGUISHERS, MAINTENANCE OF MEANS OF EGRESS AND ACCESSIBLE MEANS OF EGRESS AND THE MAINTENANCE OF STANDPIPES.
- GC TO REFER TO SHEET A02.02 FOR DEFERRED SUBMITTALS AND THEIR RESPONSIBILITY FOR ISSUING THEM.

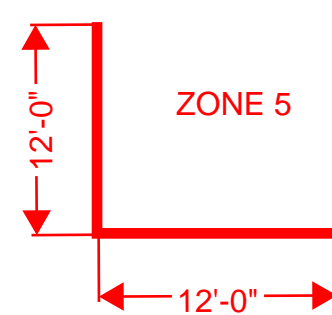


KEY NOTES - FLOOR PLAN

#	NOTE DESCRIPTION
1	NEW CLEAR BRICK COATING ON ALL EXPOSED BRICK. PRIOR TO APPLICATION, REPAIR ALL GROUT HOLES AND SEALANT CRACKS. TYPICAL ALL BRICK AROUND ENTIRE BUILDING.
2	NEW CEMBRIT LAP SIDING OVER R-10 RIGID INSULATION AND WEATHER BARRIER. TYPICAL ALL AREAS WHERE LAP SIDING WAS REMOVED. MATCH EXISTING PROFILES.
3	NEW WINDOW TO MATCH EXISTING DESIGN. CONTRACTOR TO FIELD VERIFY ALL ROUGH OPENINGS. WINDOWS AT GROUND LEVEL TO BE FIXED, NON-OPERABLE. ALL UPPER LEVELS TO BE OPERABLE SIMILAR TO EXISTING DESIGN. PREPARE ROUGH OPENING PER MANUFACTURERS RECOMMENDED DETAILS FOR WRB SYSTEM. NEW FLASHING TO BE INSTALLED TO WEATHERIZE CONNECTION BETWEEN WINDOW AND BRICK. TYPICAL ALL WINDOW LOCATIONS.
4	HOLLOW METAL DOOR AND FRAME TO MATCH EXISTING DIMENSIONS AND RATING. CONTRACTOR TO FIELD VERIFY ROUGH OPENINGS. PAINT TO MATCH NEW SIDING MATERIAL.
5	INFILL WALL FRAMING WHERE CLOCK FACES WERE REMOVED. MATCH ADJACENT FRAMING TYPE AND THICKNESS. NEW EXTERIOR SHEATHING AND WRB SYSTEM TO BE INSTALLED. TYPICAL ALL (4) FACES OF CLOCK TOWER.
6	NEW ROLL-DOWN DOOR AND AUTOMATIC OPENER TO FIT IN EXISTING ROUGH OPENING. CONTRACTOR TO FIELD VERIFY ROUGH OPENING.
7	NEW 30-YEAR COMPOSITE SHINGLES OVER SELF-ADHERED UNDERLAYMENT COVERED WITH SYNTHETIC UNDERLAYMENT OVER ROOFING BOARD OVER VENT STRIPS OVER NEW RIGID INSULATION OVER NEW VAPOR BARRIER OVER EXISTING METAL DECK.
8	GUTTER AND DOWN SPOUTS TO BE INSTALLED TO ALIGN WITH NEW ROOFING ELEVATION. MAINTAIN ORIGINAL DOWN SPOUT LOCATIONS AND CONNECTION TO STORM DRAIN. TYPICAL AROUND BUILDING.
9	HI-PERF RIDGE VENT SLOPE TO SLOPE SHINGLED VERSION.
10	HIP VENT.
11	PRE-FABRICATED VENTED METAL FASCIA WITH DRIP. SIZE PER MANUFACTURER RECOMMENDATION. BASIS OF DESIGN: METAL-ERA HI-PERF VENTED FASCIA.
12	NEW WALL PROTECTION ANCHOR. REFER TO STRUCTURAL FOR BLOCKING DETAILS.
13	NEW EXHAUST LOUVER. SEE MECHANICAL.
14	EXISTING EXHAUST LOUVER TO REMAIN.
15	NEW CONCRETE SLAB WHERE FOOTINGS WERE INSTALLED. MATCH ADJACENT FINISH AND COLOR.
16	NEW TOWER CLOCK WITH BACKGROUND MOUNTING. (BASIS OF DESIGN: ELECTRIC TIME 1100 SILHOUETTE - MARKERS ON BACKGROUND). TYPICAL (4) SIDES OF CLOCK TOWER.
17	NEW GATE TO MATCH EXISTING. MATCH MATERIALS, STYLE, AND HARDWARE.

1 ROOF - PLAN

1/8" = 1'-0"



Memorandum

TO: File

FROM: K. Chris Hammer, PE, PMP – City Engineer *KCH*

DATE: October 31, 2023

REGARDING: COP-008; Girt spacing

Lincoln and their subcontractor Commercial Insulation Service allege that a different girt system is needed than what was specified in the bid documents. Girts at 24 inches on center vertically were provided in the bid. The specifications require that the Contractor provide engineering for the new girt system. Engineering by Devco indicates that tighter spacing for the Girts is needed to meet wind criteria.

The City's consultant team could have provided engineering for the Girt system and specified the size and spacing of the girts at different locations in the building so that adequate information was provided for bidding. It was not practical for bidders to complete engineering of the girt system to bid the project. The assumption that exterior studs are at 16 inches on center and girts at 24 inches on center was a reasonable assumption at the time of bidding. Exterior metal stud spacing of 16 inches on center is common for building construction.

Both the Contractors Engineer and the City's Consultants agree that locations with type 4 and type 5 wind loads need tighter girt spacing. Type 5 locations include building corners and the clock tower. Refer to the redline plans provided in COP-008. This necessitates the addition of girts and modifications to insulation. Girts are needed at 16 inches on center in most location and 12 inches on center at corners and the clock tower.

The City's consultant should have provided more information on the girt system at the time of bidding including the existing stud size and spacing and preliminary girt size and spacing. The bidder did not have adequate information to bid the project. The bidder made reasonable assumptions in bidding on the project. Therefore, the City agrees with the Contractors' basis for the change proposal.

CITY OF PORT ORCHARD

Authorization for Change Order No. 1

Date: 10/11/2023
Project: City Hall Renovation
Contract / Job # C048-23

Contractor: Lincoln Construction, Inc.
11803 101st Ave. E. Suite 201
Puyallup, WA 98373

THIS CHANGE ORDER AUTHORIZES (add description).

Additional Work/Construction Change Directives:

CCD 001- Mechanical equipment revision per RFI #3

COP 002- Added weeps and lintel restoration

COP 003- Caulking at planter walls adjacent to building

COP 004R1- Planter caps around the site and added caulking at tower windows

COP 005- Roofing credit

COP 006- Privacy window film at LVL 1

COP 007- (4) clock tower access hatches

Change Order #1 Totals- \$49,409.77 w/ tax. See COP's and AIA for breakdown.

	Amount	Sales Tax	Total	Date	Appvd by
Original Contract	\$8,245,941.00	\$766,872.51	\$9,012,813.51	13-Jun-22	Council
Change Order 1	\$44,711.00	\$4,698.77	\$49,409.77	11-Oct-23	PW Director
Total Contract	\$8,290,652.00	\$771,571.28	\$9,062,223.28		

I have reviewed the Change Order information above and certify that to the best of my knowledge descriptions and costs are true and accurate.

Thomas Romberg

Contractor Approval Signature

Thomas Romberg-Project Manager

Printed Name & Title

Dennis Ryan

Public Works Director

Dennis Ryan

Printed Name

Change Orders that do not exceed 10%, with a maximum of \$50,000, of either legally authorized budget limit or contract amount established by City Council can be approved by the Public Works Director.

Approved:

Mayor

Change Orders that do not exceed 10%, with a maximum of \$100,000, of either legally authorized budget limit or contract amount established by City Council are to be approved by the Mayor.

Attest:

City Clerk

Change Orders over \$100,000 or exceed a total of 10% require Council Action.

Council Approval Date

**AIA**[®]**Document G701[®] – 2017****Change Order****PROJECT: (Name and address)**

Port Orchard City Hall Building
Improvements
216 Prospect Street
Port Orchard, WA 98366

CONTRACT INFORMATION:

Contract For: Construction

Date: May 23, 2023

CHANGE ORDER INFORMATION:

Change Order Number: 001

Date: October 12, 2023

OWNER: (Name and address)

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

ARCHITECT: (Name and address)

Rice Fergus Miller, Inc.
275 5th Street, Suite 100
Bremerton, WA 98337

CONTRACTOR: (Name and address)

Lincoln Construction Inc.
11803 101st Ave E, Suite 201
Puyallup, WA 98373

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Construction Change Directives:

CCD 01 - Mechanical equipment revision per RFI 3	\$5,079.00
COP 02 - Added weeps and lintel restoration	\$28,759.00
COP 03 - Caulking at planter walls adjacent to building	\$1,944.00
COP 04r1 - Planter caps around the site and added caulk at tower windows	\$11,507.00
COP 05 - Roofing Credit	<\$17,526.00>
COP 06 - Privacy window film at Level 1	\$6,832.00
COP 07 - (4) Clock tower access hatches	\$8,116.00

The original Contract Sum was	\$	8,245,941.00
The net change by previously authorized Change Orders	\$	
The Contract Sum prior to this Change Order was	\$	8,245,941.00
The Contract Sum will be increased by this Change Order in the amount of	\$	44,711.00
The new Contract Sum including this Change Order will be	\$	8,290,652.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Rice Fergus Miller, Inc.

ARCHITECT (Firm name)

SIGNATURE

Dean Kelly

PRINTED NAME AND TITLE

October 12, 2023

DATE

Lincoln Construction

CONTRACTOR (Firm name)

SIGNATURE

Thomas Romberg-Project Manager

PRINTED NAME AND TITLE

October 19, 2023

DATE

City of Port Orchard

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE



AIA® Document 1 – 201

Construction Change Directive

PROJECT: (name and address)
Port Orchard City Hall Building
Improvements

CONTRACT INFORMATION:
Contract For: Construction

CCD INFORMATION:
Directive Number: 01

Date: May, 23, 2023

Date: September 13, 2023

OWNER: (name and address)
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366

ARCHITECT: (name and address)
Rice Fergus Miller, Inc.
275 5th Street, Suite 100
Bremerton, WA 98337

CONTRACTOR: (name and address)
Lincoln Construction Inc.
11803 101st Ave E, Suite 201
Puyallup, WA 98373

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Revise mechanical equipment voltage per RFI 003

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☒ Lump Sum increase of \$5,079
- ☐ Unit Price of \$ per
- ☐ Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)

- ☐ As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is .

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Rice Fergus Miller, Inc.
ARCHITECT (Firm name)

SIGNATURE

Dean Kelly, Principal
PRINTED NAME AND TITLE

September 13, 2023
DATE

Port Orchard City Hall
OWNER (Firm name)

SIGNATURE

JACKI BROWN, PND
PRINTED NAME AND TITLE

9-18-23
DATE

Lincoln Construction Inc.
CONTRACTOR (Firm name)

SIGNATURE

Tom Romberg-Project Manager
PRINTED NAME AND TITLE

9-13-2023
DATE

CHANGE PROPOSAL REQUEST

Lincoln Construction

To: Port Orchard City Hall

COP NO: 001

CCD/PR No.: RFI 003

Date: 9/11/2023

Project:

LCI Project No.: 1257

Attn.: Jason Ritter-Lopatowski

A. TOTAL MATERIAL/EQ BASE COST \$ -

B. TOTAL LABOR COST \$ -

SUBTOTAL \$ -

C. OVERHEAD AND PROFIT (15%) \$ -

SUBTOTAL \$ -

D. SUBCONTRACT COST \$ 4,403.00

E. OVERHEAD AND PROFIT ON
SUBCONTRACT COST (12%) \$ 528.36

SUBTOTAL \$ 4,931.36

H. BOND (GC ONLY) \$ 147.94

SUBTOTAL \$ 147.94

TOTAL CHANGE PROPOSAL COST \$ 5,079

CONTRACT TIME ADJUSTMENT (DAYS) TBD

Lincoln Construction, Inc.
CONTRACTOR

9/11/2023
DATE

Thomas Romberg
Tom Romberg 0

Lincoln Construction

Change Order Request

To: Jason Ritter-Lopatowski
RFM Architects

Date: 9/11/2023

COP #: 001

Owner COP/CCD/PR #: RFI 003

Re: Port Orchard City Hall

Please provide a change order for the following work:

Per RFI 003 Revise Mechanical Equipment Voltage

Total price per attached breakdown: \$ 5,079

State and local sales tax: include X not included

Extension of time: 0

We have proceeded with the work

Work will not proceed without formal authorization

This price is good for 5 days from the above date, after which this request is subject to revision.

Sincerely,

Thomas Romberg - Project Manager

Lincoln Construction

CHANGE ORDER REQUEST SUMMARY

Port Orchard City Hall **COP: 001** **REV: 000** **DATE: 9/11/2023**

DESCRIPTION: Owner COP/CCD/PR #: RFI 003

LABOR	HOURS		RATE			TOTAL
PROJECT MANAGER		X	95.00	=	\$	-
SUPERINTENDENT		X	88.95	=	\$	-
ASSISTANT SUPERINTENDENT		X	85.25	=	\$	-
CARPENTER		X	82.25	=	\$	-
LABORER		X	73.50	=	\$	-
		X		=	\$	-
		X		=	\$	-
SUBTOTAL						\$ -

SMALL TOOL ALLOWANCE @	0.0%	\$	-
SUBTOTAL		\$	-
MARK-UP @	15.0%	\$	-
TOTAL LABOR		\$	-

MATERIALS/EQUIPMENT	PHASE CODE	UNITS		RATE		
		1	X		=	\$ -
		1	X		=	\$ -
		1	X		=	\$ -
		1	X		=	\$ -
SUBTOTAL						\$ -
USE TAX ON MATERIALS AND EQUIPMENT				0.0%	\$	-
MARK-UP @				15.0%	\$	-
TOTAL MATERIAL/EQUIPMENT					\$	-

SUBCONTRACTS	PHASE CODE	UNITS		RATE		
		1	X		=	\$ -
Crescent Mechanical		1	X	4,403.00	=	\$ 4,403.00
		1	X		=	\$ -
		1	X		=	\$ -
		1	X		=	\$ -
			X		=	\$ -
			X		=	\$ -
			X		=	\$ -
SUBTOTAL						\$ 4,403.00
MARK-UP @	Sub Direct Cost	4,403		12.0% Less Sub Fee	\$	528.36
TOTAL SUBCONTRACTS					\$	4,931.36

PROPOSAL SUBTOTAL		\$	4,931.36
BONDS/Liability/Builders Risk/B&O Tax	3.000%	\$	147.94
PROPOSAL TOTAL		\$	5,079.30



1320 26th St NW #16
Auburn WA 98001
Phone: 253-833-5054
Fax: 253-833-5144

PROPOSED CHANGE ORDER

To: Lincoln Construction
11803 101st Ave Suite 201
Puyallup WA 98373

Subject: Port Orchard City Hall

CMI Job No: 2389

Attention: Tom Romberg

CMI COP #: 1

Date: 9/1/2023

We request a change order for the following work performed on this project:

Description:

Revised VRF Outdoor Condensing Units to 480/3phase models per RFI # 3 Response.

Amount of This Change Request:

\$4,403

☒ Detailed Breakdown Attached

☒ We are awaiting written direction before proceeding with this work.

☒ Work During Regular Hours Only

☐ Work Done on Expedited Basis

☐ Per, we are proceeding with this work

☐ Work in Progress

☐ Work Already Completed

By: Abby Haubrich
Title: Project Manager

cc: PM

The cost of this change includes only those direct costs which can be identified at this time. There are no impact, ripple or delay costs included. Should it be determined at a later date that we are experiencing impact costs because of multiple changes, delays or other causes beyond our control, we will submit those costs at that time.

CRESCENT MECHANICAL PROPOSED CHANGE ORDER BREAKDOWN

Project: Port Orchard City Hall PCO #: 1

Description: Revised OCU Model 480v/3ph Date: 9/1/2023

I. LABOR: (effective 6/1/23)

A. SHEETMETAL SHOP	0.0	HRS @ \$119.55	=	\$0.00	
B. SHEETMETAL FIELD	0.0	HRS @ \$121.17	=	\$0.00	
C. SM FIELD T&H	0.0	HRS @ \$46.70		\$0.00	
D. DETAILING	0.0	HRS @ \$125.00	=	\$0.00	
E. MATERIAL HANDLING	0.0	HRS @ \$85.82	=	\$0.00	
F. SUBSISTENCE	0.0	HRS @ \$34.65	=	\$0.00	
G. SUPERVISION @ 15% OF A thru E			=	\$0.00	
H. PROJECT MANAGEMENT	1	HRS @ \$95.00	=	\$95.00	
LABOR TOTAL					\$95.00

II. LABOR BURDENS:

A. SHOP BURDEN @ 35% OF ITEM IA				\$0.00	
B. SMALL TOOLS @ 5% OF ITEM IB				\$0.00	
C. SAFETY @ 2% OF ITEMS I AND IIA				\$1.90	
LABOR BURDEN TOTAL					\$1.90

III. MATERIALS & EQUIPMENT:

A. MATERIALS				\$0.00	
B. OCU 208 to 460v				\$3,542.45	
C. FREIGHT @ 4% OF MATERIAL				\$0.00	
MATERIALS & RENTAL TOTAL					\$3,542.45

IV. SUBCONTRACTORS:

A.				\$0.00	
B.				\$0.00	
SUBCONTRACTOR TOTAL					\$0.00

V. OTHER DIRECT COSTS:

A. OTHER				\$0.00	
B. OTHER				\$0.00	
OTHER DIRECT COST TOTAL					\$0.00

VI. TOTAL ITEMS I, II, III, IV, V: **\$3,639.35**

VII. OVERHEAD AND PROFIT:

A. OVERHEAD & PROFIT @ 18% OF ITEM I, II, III, & V				\$655.08	
B. OVERHEAD & PROFIT @ 10% OF ITEM IV				\$0.00	
OVERHEAD & PROFIT TOTAL					\$655.08

Sub Total VI & VII **\$4,294.43**

INSURANCE 2% OF ITEMS I-VII **\$85.89**

B&O Tax Of Sub Total **\$22.42**

TOTAL CHANGE REQUESTED **\$4,403**

Abby Haubrich

From: Hunter Minch <hminch@gensco.com>
Sent: Tuesday, September 5, 2023 7:52 AM
To: Abby Haubrich; Jeff Blankenship
Cc: Commercial Logistics Team; Office
Subject: RE: Port Orchard City Hall - Submittal Request

Hi Abby,

Please see below for the price difference. Please note the old quote pricing was before the price increase on May 25th.
ODUs are spec'd as 460V/3PH.

Old Quote

QTY	PART NUMBER	DESCRIPTION	
Mitsubishi Equipment			
1	PURY-EP72TNU-A-BS	6 Ton 208/230/3, High Efficiency R2 Series	\$ 8,028.97
1	PURY-EP144YNU-A-BS	12 Ton 460/3, High Efficiency R2 Series	\$ 13,328.43
1	PURY-EP240YNU-A-BS	20 Ton 460/3, High Efficiency R2 Series	\$ 21,622.73
3	CMB-P1016NU-KA1	16 Port, Main BC	
1	CMB-P1016NU-KB1	4 Port, Sub BC	
			42,980.13

New Quote

Job Name: Port Orchard City Hall
Quote #: 23-0821CD
Expires: 10/5/2023

253-6
hminch

To receive this special pricing negotiated for this project, all releases must go through our Commercial Sales Department at commercialsales@ge

QTY	PART NUMBER	DESCRIPTION	
Mitsubishi Equipment			
1	PURY-EP72YNU-A-BS	6 Ton 460/3, High Efficiency R2 Series	\$ 9,143.70
1	PURY-EP144YNU-A-BS	12 Ton 460/3, High Efficiency R2 Series	\$ 14,254.29
1	PURY-EP240YNU-A-BS	20 Ton 460/3, High Efficiency R2 Series	\$ 23,124.59
			46,522.58

Thank you,



Hunter Minch
Commercial Estimator | Gensco, Inc.
Ph: 253-620-8254
In Office Hours 8:00AM-4:30PM

46,522.58
- 42,908.13
= 3,614.45

From: Abby Haubrich <Abby@crescentmechinc.com>
Sent: Friday, September 1, 2023 12:31 PM
To: Jeff Blankenship <jblankenship@gensco.com>
Cc: Jesus Mendoza <jmendoza@gensco.com>; Commercial Logistics Team <Commerciallogistics@gensco.com>; Hunter

CHANGE PROPOSAL REQUEST

Lincoln Construction

To: Port Orchard City Hall

COP NO: 02

CCD/PR No.: PR 03

Date: 9/18/2023

Project:

LCI Project No.: 1257

Attn.: Jason Ritter-Lopatowski

A. TOTAL MATERIAL/EQ BASE COST \$ -

B. TOTAL LABOR COST \$ -

SUBTOTAL \$ -

C. OVERHEAD AND PROFIT (15%) \$ -

SUBTOTAL \$ -

D. SUBCONTRACT COST \$ 24,930.00

E. OVERHEAD AND PROFIT ON
SUBCONTRACT COST (12%) \$ 2,991.60

SUBTOTAL \$ 27,921.60

H. BOND (GC ONLY) \$ 837.65

SUBTOTAL \$ 837.65

TOTAL CHANGE PROPOSAL COST \$ 28,759

CONTRACT TIME ADJUSTMENT (DAYS) TBD

Lincoln Construction, Inc.

CONTRACTOR

9/18/2023

DATE

Thomas Romberg

Tom Romberg

U

Lincoln Construction

Change Order Request

To: Jason Ritter-Lopatowski
RFM Architects

Date: 9/18/2023
COP #: 02
Owner COP/CCD/PR #: PR 03

Re: Port Orchard City Hall

Please provide a change order for the following work:

Per PR 03 Lintel Remediation-Weeps

Total price per attached breakdown: \$ 28,759
State and local sales tax: include X not included
Extension of time: 0

We have proceeded with the work
 Work will not proceed without formal authorization

This price is good for 5 days from the above date, after which this request is subject to revision.

Sincerely,
Thomas Romberg - Project Manager

Lincoln Construction

CHANGE ORDER REQUEST SUMMARY

Port Orchard City Hall	COP: 002	REV: 000	DATE: 9/18/2023
DESCRIPTION:	Owner COP/CCD/PR #: PR 03		
LABOR	HOURS	RATE	TOTAL
PROJECT MANAGER	X	95.00	\$ -
SUPERINTENDENT	X	88.95	\$ -
ASSISTANT SUPERINTENDENT	X	85.25	\$ -
CARPENTER	X	82.25	\$ -
LABORER	X	73.50	\$ -
	X		\$ -
	X		\$ -
SUBTOTAL			\$ -
SMALL TOOL ALLOWANCE @	0.0%		\$ -
SUBTOTAL			\$ -
MARK-UP @	15.0%		\$ -
TOTAL LABOR			\$ -
MATERIALS/EQUIPMENT	PHASE CODE	UNITS	RATE
		1	X
		1	X
		1	X
		1	X
SUBTOTAL			\$ -
USE TAX ON MATERIALS AND EQUIPMENT	0.0%		\$ -
MARK-UP @	15.0%		\$ -
TOTAL MATERIAL/EQUIPMENT			\$ -
SUBCONTRACTS	PHASE CODE	UNITS	RATE
		1	X
FT Masonry		1	X
		1	X
		1	X
		1	X
		1	X
			X
			X
			X
SUBTOTAL			\$ 24,930.00
MARK-UP @	Sub Direct Cost	24,930	12.0% Less Sub Fee
TOTAL SUBCONTRACTS			\$ 2,991.60
PROPOSAL SUBTOTAL			\$ 27,921.60
BONDS/Liability/Builders Risk/B&O Tax	3.000%		\$ 837.65
PROPOSAL TOTAL			\$ 28,759.25



Finishing Touch Masonry & Restoration Solutions, LLC
1710 100th Place S.E., Suite B, Everett, WA 98208
Office 425.948.7837 • Fax 425.948.7838
Contractor License FINISTM922MT • www.finishingtouchmasonry.com

CHANGE ORDER REQUEST

To:	Tom Romberg	Date:	September 13, 2023
Company:	Lincoln Construction, Inc.	COR No.	001
Project:	Port Orchard City Hall Building Improvements		
Reference:	PR-03 – Rusted Lintel Remediation		

Additional Work Details

Selective demolition to remove brick at lintel, abrade rust, install rust inhibitor to lintel, relay brick, and clear weeps per PR-03**\$24,930**

Breakdown Summary

Labor (250 hours @ \$80/hour)..... \$20,000
Materials:
 Brick 900
 Caulking 353
 Disposables..... 425
 Subtotal \$21,678
 15% Overhead & Profit..... 3,252
 Total..... \$24,930

Acknowledged & Signed:

Jon A. Sherin, Finishing Touch Masonry

CHANGE PROPOSAL REQUEST

Lincoln Construction

To: Port Orchard City Hall

COP NO: 03

CCD/PR No.: PR 04

Date: 9/18/2023

Project:

LCI Project No.: 1257

Attn.: Jason Ritter-Lopatowski

A. TOTAL MATERIAL/EQ BASE COST \$ -

B. TOTAL LABOR COST \$ -

SUBTOTAL \$ -

C. OVERHEAD AND PROFIT (15%) \$ -

SUBTOTAL \$ -

D. SUBCONTRACT COST \$ 1,685.00

E. OVERHEAD AND PROFIT ON
SUBCONTRACT COST (12%) \$ 202.20

SUBTOTAL \$ 1,887.20

H. BOND (GC ONLY) \$ 56.62

SUBTOTAL \$ 56.62

TOTAL CHANGE PROPOSAL COST \$ 1,944

CONTRACT TIME ADJUSTMENT (DAYS) TBD

Lincoln Construction, Inc.

CONTRACTOR

9/18/2023

DATE

Thomas Romberg

Tom Romberg

0

Lincoln Construction

Change Order Request

To: Jason Ritter-Lopatowski
RFM Architects

Date: 9/18/2023
COP #: 03
Owner COP/CCD/PR #: PR 04

Re: Port Orchard City Hall

Please provide a change order for the following work:

Per PR 04 Caulking at End of Wall

Total price per attached breakdown: \$ 1,944
State and local sales tax: include X not included
Extension of time: 0

We have proceeded with the work
 Work will not proceed without formal authorization

This price is good for 5 days from the above date, after which this request is subject to revision.

Sincerely,
Thomas Romberg - Project Manager

Lincoln Construction

CHANGE ORDER REQUEST SUMMARY

Port Orchard City Hall	COP:	003	REV:	000	DATE:	9/18/2023
DESCRIPTION:	Owner COP/CCD/PR #: PR 04					
LABOR	HOURS		RATE		TOTAL	
PROJECT MANAGER		X	95.00	=	\$	-
SUPERINTENDENT		X	88.95	=	\$	-
ASSISTANT SUPERINTENDENT		X	85.25	=	\$	-
CARPENTER		X	82.25	=	\$	-
LABORER		X	73.50	=	\$	-
		X		=	\$	-
		X		=	\$	-
SUBTOTAL				=	\$	-
SMALL TOOL ALLOWANCE @			0.0%		\$	-
SUBTOTAL					\$	-
MARK-UP @			15.0%		\$	-
TOTAL LABOR					\$	-
MATERIALS/EQUIPMENT	PHASE CODE	UNITS		RATE		
		1	X		=	\$ -
		1	X		=	\$ -
		1	X		=	\$ -
		1	X		=	\$ -
SUBTOTAL					\$	-
USE TAX ON MATERIALS AND EQUIPMENT			0.0%		\$	-
MARK-UP @			15.0%		\$	-
TOTAL MATERIAL/EQUIPMENT					\$	-
SUBCONTRACTS	PHASE CODE	UNITS		RATE		
		1	X		=	\$ -
FT Masonry		1	X	1,685.00	=	\$ 1,685.00
		1	X		=	\$ -
		1	X		=	\$ -
		1	X		=	\$ -
			X		=	\$ -
			X		=	\$ -
			X		=	\$ -
SUBTOTAL					\$	1,685.00
MARK-UP @	Sub Direct Cost	1,685	12.0%	Less Sub Fee	\$	202.20
TOTAL SUBCONTRACTS					\$	1,887.20
PROPOSAL SUBTOTAL					\$	1,887.20
BONDS/Liability/Builders Risk/B&O Tax			3.000%		\$	56.62
PROPOSAL TOTAL					\$	1,943.82



Finishing Touch Masonry & Restoration Solutions, LLC
1710 100th Place S.E., Suite B, Everett, WA 98208
Office 425.948.7837 • Fax 425.948.7838
Contractor License FINISTM922MT • www.finishingtouchmasonry.com

CHANGE ORDER REQUEST

To:	Tom Romberg	Date:	September 13, 2023
Company:	Lincoln Construction, Inc.	COR No.	002
Project:	Port Orchard City Hall Building Improvements		
Reference:	PR-04 – Caulk End of Wall Abutment Conditions		

Additional Work Details

Remove/chip mortar where planter walls meet building and add backer and sanded
caulking to match adjacent mortar, to fill gaps at precast top and brick-to-brick joints
per PR-04.....

\$1,685

Breakdown Summary

Labor (12 hours @ \$80/hour)..... \$960
Materials:
 Caulking 375
 Backer Rod 85
 Sand..... 10
 Disposables..... 35
 Subtotal \$1,465
 15% Overhead & Profit..... 220
 Total..... \$1,685

Acknowledged & Signed:

Jon A. Sherin, Finishing Touch Masonry

CHANGE PROPOSAL REQUEST

Lincoln Construction

To: Port Orchard City Hall

COP NO: 04R1

CCD/PR No.:

Date: 10/2/2023

Project:

Attn.: Jason Ritter-Lopatowski

LCI Project No.: 1257

A. TOTAL MATERIAL/EQ BASE COST

\$ -

B. TOTAL LABOR COST

\$ -

SUBTOTAL

\$ -

C. OVERHEAD AND PROFIT (15%)

\$ -

SUBTOTAL

\$ -

D. SUBCONTRACT COST

\$ 9,975.00

E. OVERHEAD AND PROFIT ON

SUBCONTRACT COST (12%)

\$ 1,197.00

SUBTOTAL

\$ 11,172.00

H. BOND (GC ONLY)

\$ 335.16

SUBTOTAL

\$ 335.16

TOTAL CHANGE PROPOSAL COST

\$ 11,507

CONTRACT TIME ADJUSTMENT

(DAYS)

TBD

Lincoln Construction, Inc.

CONTRACTOR

Thomas Romberg

Tom Romberg

0

10/2/2023

DATE

Lincoln Construction

Change Order Request

To: Jason Ritter-Lopatowski
RFM Architects

Date: 10/2/2023
COP #: 04R1

Owner COP/CCD/PR #:

Re: Port Orchard City Hall

Please provide a change order for the following work:

Unforeseen remediation work at failed mortar and failed caulking.

Total price per attached breakdown: \$ 11,507
State and local sales tax: include X not included
Extension of time: 0

We have proceeded with the work
 Work will not proceed without formal authorization

This price is good for 5 days from the above date, after which this request is subject to revision.

Sincerely,
Thomas Romberg - Project Manager

Lincoln Construction

CHANGE ORDER REQUEST SUMMARY

Port Orchard City Hall

COP: 004

REV: 001

DATE: 10/2/2023

DESCRIPTION:

Owner COP/CCD/PR #:

LABOR	HOURS		RATE		TOTAL
PROJECT MANAGER		X	95.00	= \$	-
SUPERINTENDENT		X	88.95	= \$	-
ASSISTANT SUPERINTENDENT		X	85.25	= \$	-
CARPENTER		X	82.25	= \$	-
LABORER		X	73.50	= \$	-
		X		= \$	-
		X		= \$	-
SUBTOTAL				\$	-

SMALL TOOL ALLOWANCE @	0.0%	\$	-
SUBTOTAL		\$	-
MARK-UP @	15.0%	\$	-
TOTAL LABOR		\$	-

MATERIALS/EQUIPMENT	PHASE CODE	UNITS		RATE		
		1	X		= \$	-
		1	X		= \$	-
		1	X		= \$	-
		1	X		= \$	-
SUBTOTAL					\$	-
USE TAX ON MATERIALS AND EQUIPMENT				0.0%	\$	-
MARK-UP @				15.0%	\$	-
TOTAL MATERIAL/EQUIPMENT					\$	-

SUBCONTRACTS	PHASE CODE	UNITS		RATE		
		1	X		= \$	-
FT Masonry		1	X	6,495.00	= \$	6,495.00
FT Masonry		1	X	3,480.00	= \$	3,480.00
		1	X		= \$	-
		1	X		= \$	-
			X		= \$	-
			X		= \$	-
			X		= \$	-
SUBTOTAL					\$	9,975.00
MARK-UP @	Sub Direct Cost	6,495		12.0%	Less Sub Fee	\$ 1,197.00
TOTAL SUBCONTRACTS					\$	11,172.00

PROPOSAL SUBTOTAL	\$	11,172.00
BONDS/Liability/Builders Risk/B&O Tax	3.000%	\$ 335.16
PROPOSAL TOTAL	\$	11,507.16



Finishing Touch Masonry & Restoration Solutions, LLC
1710 100th Place S.E., Suite B, Everett, WA 98208
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CHANGE ORDER REQUEST

To:	Tom Romberg	Date:	September 29, 2023
Company:	Lincoln Construction, Inc.	COR No.	003 Revised
Project:	Port Orchard City Hall Building Improvements		
Reference:	Failed Mortar Replacement at Concrete Planter Caps		

Additional Work Details

Replace failed and broken mortar joints at concrete planter caps (*includes removing failed mortar and installing backer rod and flexible caulking with a sanded finish to match mortar*)**\$6,495**

Breakdown Summary

Labor (60 hours @ \$80/hour)..... \$4,800
Materials:
 Caulking 650
 Backer Rod 135
 Sand..... 20
 Disposables..... 43
 Subtotal \$5,648
 15% Overhead & Profit..... 847
 Total..... **\$6,495**

Acknowledged & Signed:

Jon A. Sherin, Finishing Touch Masonry



Finishing Touch Masonry & Restoration Solutions, LLC
1710 100th Place S.E., Suite B, Everett, WA 98208
Office 425.948.7837 • Fax 425.948.7838
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CHANGE ORDER REQUEST

To:	Tom Romberg	Date:	September 13, 2023
Company:	Lincoln Construction, Inc.	COR No.	004
Project:	Port Orchard City Hall Building Improvements		
Reference:	Failed Caulking Replacement at Large Arched Storefront at Clock Tower		

Additional Work Details

Replace failed and aged caulking at perimeter of large arched entry window/storefronts at front and rear of clock towers *(includes removing existing failed caulking and backer material at brick abutment to metal window frame and replace with new backer and caulking to match)***\$3,480**

Breakdown Summary

Labor (32 hours @ \$80/hour)..... \$2,560
Materials:
 Caulking 350
 Backer Rod 70
 Sand..... 10
 Disposables..... 36
 Subtotal \$3,026
 15% Overhead & Profit..... 454
 Total..... \$3,480

Acknowledged & Signed:

Jon A. Sherin, Finishing Touch Masonry

CHANGE PROPOSAL REQUEST

Lincoln Construction

To: Port Orchard City Hall

COP NO: 05

CCD/PR No.: PR 05

Date: 9/19/2023

Project:

LCI Project No.: 1257

Attn.: Jason Ritter-Lopatowski

A. TOTAL MATERIAL/EQ BASE COST \$ -

B. TOTAL LABOR COST \$ -

SUBTOTAL \$ -

C. OVERHEAD AND PROFIT (15%) \$ -

SUBTOTAL \$ -

D. SUBCONTRACT COST \$ (17,526.00)

E. OVERHEAD AND PROFIT ON
SUBCONTRACT COST (12%) \$ -

SUBTOTAL \$ (17,526.00)

H. BOND (GC ONLY) \$ -

SUBTOTAL \$ -

TOTAL CHANGE PROPOSAL COST \$ (17,526)

CONTRACT TIME ADJUSTMENT (DAYS) TBD

Lincoln Construction, Inc.

CONTRACTOR

1/19/2023

DATE

Thomas Romberg

Tom Romberg

0

Lincoln Construction

Change Order Request

To: Jason Ritter-Lopatowski
RFM Architects

Date: 9/19/2023
COP #: 05
Owner COP/CCD/PR #: PR 05

Re: Port Orchard City Hall

Please provide a change order for the following work:

Per PR 05 Roofing Credit

Total price per attached breakdown: \$ (17,526)
State and local sales tax: include X not included
Extension of time: 0

We have proceeded with the work
 Work will not proceed without formal authorization

This price is good for 5 days from the above date, after which this request is subject to revision.

Sincerely,
Thomas Romberg - Project Manager

Lincoln Construction

CHANGE ORDER REQUEST SUMMARY

Port Orchard City Hall	COP:	005	REV:	000	DATE:	9/19/2023
DESCRIPTION:	Owner COP/CCD/PR #:		PR 05			
LABOR	HOURS		RATE		TOTAL	
PROJECT MANAGER		X	95.00	=	\$	-
SUPERINTENDENT		X	88.95	=	\$	-
ASSISTANT SUPERINTENDENT		X	85.25	=	\$	-
CARPENTER		X	82.25	=	\$	-
LABORER		X	73.50	=	\$	-
		X		=	\$	-
		X		=	\$	-
SUBTOTAL				=	\$	-
SMALL TOOL ALLOWANCE @			0.0%		\$	-
SUBTOTAL					\$	-
MARK-UP @			15.0%		\$	-
TOTAL LABOR					\$	-
MATERIALS/EQUIPMENT	PHASE CODE	UNITS		RATE		
		1	X		=	\$ -
		1	X		=	\$ -
		1	X		=	\$ -
		1	X		=	\$ -
SUBTOTAL					\$	-
USE TAX ON MATERIALS AND EQUIPMENT			0.0%		\$	-
MARK-UP @			15.0%		\$	-
TOTAL MATERIAL/EQUIPMENT					\$	-
SUBCONTRACTS	PHASE CODE	UNITS		RATE		
		1	X		=	\$ -
Exterior Specialties		1	X	(17,526.00)	=	\$ (17,526.00)
		1	X		=	\$ -
		1	X		=	\$ -
		1	X		=	\$ -
			X		=	\$ -
			X		=	\$ -
			X		=	\$ -
SUBTOTAL					\$	(17,526.00)
MARK-UP @	Sub Direct Cost	-17,526	0.0%	Less Sub Fee	\$	-
TOTAL SUBCONTRACTS					\$	(17,526.00)
PROPOSAL SUBTOTAL					\$	(17,526.00)
BONDS/Liability/Builders Risk/B&O Tax			0.000%		\$	-
PROPOSAL TOTAL					\$	(17,526.00)

EXTERIOR SPECIALTIES, LLC.

PO BOX 736

WAUNA, WA 98395

PHONE: 253-324-8958

EMAIL: JERRYHARMON50@GMAIL.COM

CHANGE ORDER REQUEST

Job Name : Port Orchard City Hall Renovation PR – 5

Demo Existing Insulation

\$ 60.95 x 40 hours \$ 2,438.00

Recycle Fees

2 tons x \$ 178.00 \$ 356.00

Insulation not supplied

100 sq x \$ 102.75 \$ 10,275.00

Labor to install Insulation

\$ 60.95 x 60 hours \$ 3,657.00

Vapor Barrier not installed

10 rolls x \$ 80.00 \$ 800.00

Total Credit to owner \$ 17,526.00

Jerry Harmon

Owner

Exterior Specialties

CHANGE PROPOSAL REQUEST

Lincoln Construction

To: Port Orchard City Hall

COP NO: 06

CCD/PR No.: PR 01

Date: 9/19/2023

Project:

LCI Project No.: 1257

Attn.: Jason Ritter-Lopatowski

A. TOTAL MATERIAL/EQ BASE COST \$ -

B. TOTAL LABOR COST \$ -

SUBTOTAL \$ -

C. OVERHEAD AND PROFIT (15%) \$ -

SUBTOTAL \$ -

D. SUBCONTRACT COST \$ 5,922.00

E. OVERHEAD AND PROFIT ON
SUBCONTRACT COST (12%) \$ 710.64

SUBTOTAL \$ 6,632.64

H. BOND (GC ONLY) \$ 198.98

SUBTOTAL \$ 198.98

TOTAL CHANGE PROPOSAL COST \$ 6,832

CONTRACT TIME ADJUSTMENT (DAYS) TBD

Lincoln Construction, Inc.

CONTRACTOR

9/19/2023

DATE

Thomas Romberg

Tom Romberg

0

Lincoln Construction

Change Order Request

To: Jason Ritter-Lopatowski
RFM Architects

Date: 9/19/2023
COP #: 06
Owner COP/CCD/PR #: PR 01

Re: Port Orchard City Hall

Please provide a change order for the following work:

Per PR 01 Supply Safety Window Fillm

Total price per attached breakdown: \$ 6,832
State and local sales tax: include X not included
Extension of time: 0

We have proceeded with the work
 Work will not proceed without formal authorization

This price is good for 5 days from the above date, after which this request is subject to revision.

Sincerely,
Thomas Romberg - Project Manager

Lincoln Construction

CHANGE ORDER REQUEST SUMMARY

Port Orchard City Hall	COP:	006	REV:	000	DATE:	9/19/2023
DESCRIPTION:	Owner COP/CCD/PR #: PR 01					
LABOR	HOURS		RATE		TOTAL	
PROJECT MANAGER		X	95.00	=	\$	-
SUPERINTENDENT		X	88.95	=	\$	-
ASSISTANT SUPERINTENDENT		X	85.25	=	\$	-
CARPENTER		X	82.25	=	\$	-
LABORER		X	73.50	=	\$	-
		X		=	\$	-
		X		=	\$	-
SUBTOTAL				=	\$	-
SMALL TOOL ALLOWANCE @			0.0%		\$	-
SUBTOTAL					\$	-
MARK-UP @			15.0%		\$	-
TOTAL LABOR					\$	-
MATERIALS/EQUIPMENT	PHASE CODE	UNITS		RATE		
		1	X		=	\$ -
		1	X		=	\$ -
		1	X		=	\$ -
		1	X		=	\$ -
SUBTOTAL					\$	-
USE TAX ON MATERIALS AND EQUIPMENT			0.0%		\$	-
MARK-UP @			15.0%		\$	-
TOTAL MATERIAL/EQUIPMENT					\$	-
SUBCONTRACTS	PHASE CODE	UNITS		RATE		
		1	X		=	\$ -
Solar Art		1	X	5,922.00	=	\$ 5,922.00
		1	X		=	\$ -
		1	X		=	\$ -
		1	X		=	\$ -
			X		=	\$ -
			X		=	\$ -
			X		=	\$ -
SUBTOTAL					\$	5,922.00
MARK-UP @	Sub Direct Cost	5,922	12.0%	Less Sub Fee	\$	710.64
TOTAL SUBCONTRACTS					\$	6,632.64
PROPOSAL SUBTOTAL					\$	6,632.64
BONDS/Liability/Builders Risk/B&O Tax			3.000%		\$	198.98
PROPOSAL TOTAL					\$	6,831.62

**DEAL #1025306**

Deal Date Sep 11, 2023
Rep Fabian Garcia
Install Date
Installer(s)
Deal Name Lincoln Construction Inc- POCH Security Film

JOB LOCATION

Tom Romberg (Lincoln Construction Inc)
216 Prospect St, Port Orchard, WA 98366
Mobile: (253) 606-8350
tom.romberg@lincolnnw.com

BILLING TO

Tom Romberg (Lincoln Construction Inc)
11803 101st Ave Ct E Suite 201, Puyallup, WA 98373
Mobile: (253) 606-8350
tom.romberg@lincolnnw.com

JOB DETAILS

We are assuming NO silicone attachment system, IF that is to be added and frames qualify to receive it, added cost would be \$1550

TERMS

Sales Tax not included.
Minimum job size per trip is \$500 (\$600 for security film).
A \$200 trip charge will be applied for any jobs with less than a 24 hour notice of cancellation or that can't be completed when scheduled.
No removal of old film included unless specifically mentioned.
We require 3 feet in front of the glass for access.

OPTION 1**Security Film**

3M S800 Security Film on 2 Type A, 5 Type B, 2 Type C

QTY**PRICE**

3M - Ultra S800

9

\$5,922.00

Additional Services

Silicone Attachment Option

\$1,550.00

TOTAL

9

\$7,472.00

**DEAL #1025306**

Deal Date Sep 11, 2023
Rep Fabian Garcia
Install Date
Installer(s)
Deal Name Lincoln Construction Inc- POCH Security Film

GENERAL PROJECT DETAILS

- Work to be performed during regular business hours (M-F 8am to 5pm) unless specified otherwise.
- No additional Insurance or bonds, lifts and/or scaffolding unless specified.
- Estimate is based on NON Prevailing Wage.
- Solar Art cannot be held responsible for materials that are supplied by customer.
- Solar Art is non-union.

INSTALLATION & IWFA VISUAL INSPECTION STANDARDS

- All work will be completed by trained technicians per the manufacturer's install instructions.
- Install will be performed per the Visual Inspection Standards for Window Film by the International Window Film Association (IWFA).
- Borders will be uniform and at a distance of 1/16" to 1/32" from the window seal. Light gaps with extremely dark films may be visible. Contamination will be kept to a minimum and per IWFA standards. For complete description visit <https://iwfa.com/guidelines>
- Security and Graffiti film may have a wider gap.

PAYMENT TERMS

- Payment due on NET 30 terms.
- Warranty will be released once final payment is received.
- A 3% fee will be added to any credit card payments exceeding \$15,000.

THE SITE

- Please prepare for your installation by removing any items away from the glass.

DOCUMENT LINKS

- For contractor's licenses, COI's and W-9's please visit:
<https://www.solarart.com/licenses-insurance>

FILM CURING

- Upon completion the film may have a dimpled appearance from residual moisture. The film shall dry flat with no moisture bubbles within a period of 30-60 days.
- Please do not clean your windows during the period.

OC Office: 949.770.8969 | LA Office: 818.888.1600 | SD Office: 619.280.8556 | SF Office: 650.349.2257
Seattle: 253.536.4440 | Dallas: 214.503.9977 | Arizona: 602.589.5385 | Corporate: 949.825.7940
Mailing Address: 23042 Mill Creek Drive | Laguna Hills, CA 92653 | info@solarart.com | www.solarart.com

CHANGE PROPOSAL REQUEST

Lincoln Construction

To: Port Orchard City Hall

COP NO: 07

CCD/PR No.: PR 02

Date: 9/19/2023

Project:

LCI Project No.: 1257

Attn.: Jason Ritter-Lopatowski

A. TOTAL MATERIAL/EQ BASE COST \$ 3,811.00

B. TOTAL LABOR COST \$ 1,974.00

SUBTOTAL \$ 5,785.00

C. OVERHEAD AND PROFIT (15%) \$ 867.75

SUBTOTAL \$ 867.75

D. SUBCONTRACT COST \$ 1,095.00

E. OVERHEAD AND PROFIT ON
SUBCONTRACT COST (12%) \$ 131.40

SUBTOTAL \$ 1,226.40

H. BOND (GC ONLY) \$ 236.37

SUBTOTAL \$ 236.37

TOTAL CHANGE PROPOSAL COST \$ 8,116

CONTRACT TIME ADJUSTMENT (DAYS) TBD

Lincoln Construction, Inc.

CONTRACTOR

9/19/2023

DATE

Thomas Romberg

Tom Romberg

0

Lincoln Construction

Change Order Request

To: Jason Ritter-Lopatowski
RFM Architects

Date: 9/19/2023
COP #: 07
Owner COP/CCD/PR #: PR 02

Re: Port Orchard City Hall

Please provide a change order for the following work:

Per PR 02 Supply and install 4 clock tower access hatches.

Total price per attached breakdown: \$ 8,116
State and local sales tax: include X not included
Extension of time: 0

We have proceeded with the work
 Work will not proceed without formal authorization

This price is good for 5 days from the above date, after which this request is subject to revision.

Sincerely,
Thomas Romberg - Project Manager

Lincoln Construction

CHANGE ORDER REQUEST SUMMARY

Port Orchard City Hall	COP:	007	REV:	000	DATE:	9/19/2023
DESCRIPTION:	Owner COP/CCD/PR #: PR 02					
LABOR	HOURS		RATE		TOTAL	
PROJECT MANAGER		X	95.00	= \$	-	
SUPERINTENDENT		X	88.95	= \$	-	
ASSISTANT SUPERINTENDENT		X	85.25	= \$	-	
CARPENTER	24	X	82.25	= \$	1,974.00	
LABORER		X	73.50	= \$	-	
		X		= \$	-	
		X		= \$	-	
SUBTOTAL				= \$	1,974.00	
SMALL TOOL ALLOWANCE @			0.0%		\$	-
SUBTOTAL					\$	1,974.00
MARK-UP @			15.0%		\$	296.10
TOTAL LABOR					\$	2,270.10
MATERIALS/EQUIPMENT	PHASE CODE	UNITS		RATE		
		1	X		= \$	-
Fire Rated Framing Lumber-Nails		1	X	350.00	= \$	350.00
Access Hatches		1	X	3,461.00	= \$	3,461.00
		1	X		= \$	-
SUBTOTAL					\$	3,811.00
USE TAX ON MATERIALS AND EQUIPMENT			0.0%		\$	-
MARK-UP @			15.0%		\$	571.65
TOTAL MATERIAL/EQUIPMENT					\$	4,382.65
SUBCONTRACTS	PHASE CODE	UNITS		RATE		
		1	X		= \$	-
Exterior Specialties		1	X	740.00	= \$	740.00
Commercial Insulation		1	X	355.00	= \$	355.00
		1	X		= \$	-
		1	X		= \$	-
			X		= \$	-
			X		= \$	-
			X		= \$	-
SUBTOTAL					\$	1,095.00
MARK-UP @	Sub Direct Cost	740	12.0%	Less Sub Fee	\$	131.40
TOTAL SUBCONTRACTS					\$	1,226.40
PROPOSAL SUBTOTAL					\$	7,879.15
BONDS/Liability/Builders Risk/B&O Tax			3.000%		\$	236.37
PROPOSAL TOTAL					\$	8,115.52



**MASONS
SUPPLY**

NORTHWEST OWNED FOR OVER 90 YEARS

Quote Order

Oregon
Portland
800-537-3407
503-234-4321

Washington
Woodinville
800-537-6216
425-487-6161

CLACKAMAS,OR
503-722-1528

WEST EUGENE,OR
541-683-1408

EUGENE,OR
541-744-6696

HILLSBORO,OR
503-533-0107

MEDFORD,OR
541-772-6161

RIDGEFIELD,WA
360-887-4777

SALEM,OR
503-585-5504

SEATTLE,WA
206-767-4645

TACOMA,WA
253-581-6161

Quote Date

Order #

09/08/23

723395-00

PO #

Page #

access panels

1

Bill To

LINCOLN CONSTRUCTION INC
11803 101st AVE E. STE 201
PUYALLUP, WA 98373

Correspondence To

Masons Supply Company
PO BOX 1027
RIDGEFIELD, WA 98642

Cust #
166524

NO REFUND WILL BE ISSUED FOR NORMALLY STOCKED MATERIAL RETURNED 45 DAYS AFTER ORIGINAL PURCHASE.

NO REFUND WITHOUT PRESENTATION OF THIS SALE SLIP. 15% RESTOCK ON ALL APPROVED RETURNS.

Ship To

PORT ORCHARD CITY HALL
C / O LINCOLN CONSTRUCTION INC
216 PROSPECT ST
PORT ORCHARD, WA 98366

Instructions

Shipped

Terms

1% 10th F/M

Ship Point

Via

Masons Kingdome

SALESMAN

Ln #	Product And Description	Quantity Ordered	Qty UM	Unit Price	Amount (Net)
	*****TOM ROMBERG # 253-606-8350 PORT ORCHARD CITY HALL				
1	BD ITK1818 ITK 18"X18", 1" FLANGE KNOB FIRE RATED WHT	1	EA	163.13	163.13
2	BD ITK2424 ITK 24"X24", 1" FLANGE KNOB FIRE RATED WHT	1	EA	176.74	176.74
3	BD XTM24241202 24x24,MORT/PREP,#1202 GALNL,GKT,ALUM	4	each	865.10	3460.40

3 Lines Total

Qty Shipped Total

6

Total

3800.27

Taxes

321.82

Invoice Total

4122.09

Sign Name _____

Print Name _____

Time Out _____

Time In _____

This quoted price is good for a period of 30 days from the date of the quotation. Masons Supply must receive a purchase order within that same 30 days to hold the price. The quoted prices are valid only if all items and quantities in the indicated sizes are ordered. Any changes may result in revised pricing. No extended delivery dates will be offered on this quotation. Customer must accept delivery of this order within Masons Supply and Manufacturers normal production and delivery schedule to receive the quoted price. This offer expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the Buyer are rejected unless expressly assented to in writing. Masons terms and conditions of sale apply to all sales of the quoted products and are incorporated into this quotation.

270 of 287

Print Time: 09/08/23 08:27*

Customer Copy

Page 1 of 1

TERMS AND CONDITIONS

1. DEFINED TERMS. "MASCO" or "Seller" shall mean Masons Supply Company and its related and affiliated entities and all of their officers, agents, and insurers. Wherever MASCO's signature or approval is required, it must be by an Officer of MASCO.
2. GENERAL AGREEMENT. All sales are expressly conditioned on these terms and conditions. No additional or different terms shall apply (whether a part of Buyer's purchase order or other communication from Buyer unless expressly agreed to in writing by an Officer of MASCO. Any acceptance by Buyer with additional or different terms proposed in the acceptance shall be deemed null and void and shall not be construed as a counteroffer. Any attempt to vary any of the terms of this offer shall be deemed a material alteration and such different or additional terms shall not be binding upon MASCO. Acceptance of or payment for any of goods constitutes Buyer's agreement to each and every of these Terms and Conditions. If these terms and conditions are incorporated by reference in a Purchase Agreement, Sales Agreement or other Agreement with Buyer, these provisions shall control notwithstanding anything to the contrary therein.
3. **WARRANTIES. EXCEPTING ONLY CASTINTACT® MASCO MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO WORKMANSHIP, PERFORMANCE, QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR MERCHANTABILITY FOR ANY OF THE PRODUCTS SOLD. THIS DISCLAIMER IS FOR ALL LIABILITY INCLUDING LIABILITY FOR CONSEQUENTIAL SPECIAL DAMAGES, OR ANY LOSS OR DAMAGE, WHETHER TO PROPERTY OR INJURY TO PERSONS, RESULTING, DIRECTLY OR INDIRECTLY, FROM THE USE OR LOSS OF USE OF ANY PRODUCT SOLD. MASCO AGREES TO ASSIGN AND PASS-THROUGH TO BUYER ANY WARRANTIES EXPRESSLY PROVIDED BY THE MANUFACTURER OF THE PRODUCT PURCHASED, WHICH SHALL BE BUYER'S EXCLUSIVE RIGHTS OF WARRANTY. BUYER'S REMEDIES ARE SUBJECT TO ANY LIMITATIONS CONTAINED IN MANUFACTURER'S TERMS AND CONDITIONS TO MASCO. IF THERE IS NO WARRANTY PROVIDED BY THE MANUFACTURER, THEN THE GOODS ARE SOLD "AS IS." WHILE MASCO MAY PROVIDE MANUFACTURER WARRANTY INFORMATION, IT DOES NOT WARRANT OR GUARANTEE ANY SUCH ADVICE. THE WARRANTY EXPRESSED IN THIS PARAGRAPH 3, AND THE OBLIGATIONS AND LIABILITIES OF MASCO HEREUNDER ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND BUYER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES OR LIABILITIES WHETHER OR NOT OCCASIONED BY MASCO'S NEGLIGENCE IN WHOLE OR IN PART. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN OFFICER OF MASCO AND BUYER. MASCO MAKES NO REPRESENTATION WHATSOEVER WITH REGARD TO WHETHER ANY GOODS COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA), THE AMERICANS WITH DISABILITIES ACT (ADA), OR ANY OTHER FEDERAL, STATE, OR LOCAL STATUTE, LAW, ORDINANCE, OR RULING.**
4. **LIABILITY. MASCO SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND FROM THE USE OR LOSS OF USE OF ANY PRODUCT OR DUE TO, ARISING OUT OF OR CONNECTED WITH THIS PURCHASE, THE GOODS, OR THIS AGREEMENT. IN ADDITION TO THE ASSIGNMENT OF MANUFACTURER WARRANTY STATED ABOVE. BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM AGAINST MASCO IS FOR MASCO, AT ITS OPTION, TO REPAIR OR REPLACE THE GOODS, OR FOR MASCO TO REQUEST RETURN OF THE PRODUCT AND TENDER TO BUYER THE PURCHASE PRICE PAID UPON REDELIVERY. THE REMEDIES OF BUYER AS SET FORTH HEREIN ARE EXCLUSIVE, AND THE LIABILITY OF MASCO WITH RESPECT TO ANY CONTRACT OF SALE OR ANYTHING DONE IN CONNECTION THEREIN, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNITY OR UNDER ANY LEGAL THEORY, WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS ON WHICH SUCH LIABILITY IS BASED.**
5. DELIVERY. Shipping dates given in advance of actual shipment are estimated. MASCO shall not be liable for delay in performance regardless of cause. All direct shipments are F.O.B. point of shipment, and each shipment or delivery shall be considered a separate and independent transaction. Responsibility for filing claims with the manufacturer or carrier, as the case may be, rest with the Buyer.
6. PROPERTY DAMAGE. Customer assumes full responsibility for damage to sidewalks, curbs, driveways, or other property on the premises when requesting deliveries of materials to be made other than on the street when customer requests material. Customer assumes responsibility for any damages resulting from loading materials on vehicle.
7. PALLETS: Certain of the products, goods and materials delivered and provided by MASCO hereunder ("Products") may be delivered on pallets to assist MASCO with the loading, delivery, transport and storage of such Products. Following delivery of any such Products by MASCO, any action taken by Buyer, Buyer's agents, employees or otherwise ("Buyer Parties") with regard to such pallets, including but not limited to the movement or relocation of any such pallets is at the sole discretion and liability of the Buyer Parties and should only be done with the use of forklift type equipment that is designed for pallet use and is proper under the circumstances. Buyer hereby releases and indemnifies MASCO from any liability arising out of or related to actions by the Buyer Parties with regard to such pallets.
8. ACCEPTANCE OF GOODS. Buyer shall make an examination of any goods delivered hereunder immediately upon its receipt. Buyer's failure to give written notice of any claim within 7 days after the receipt of such material shall constitute Buyer's unqualified acceptance of such material and a waiver by Buyer of all claims with respect thereto including any right to revoke acceptance. Upon acceptance, Buyer assumes all risks and liability for the results obtained in its business by the use of any materials delivered or by the use of such materials in combination with other goods or materials. In no event may customer set-off payment for any rejected or revoked acceptance goods against payment due on goods accepted.
9. NOTICE OF CLAIM FOR DEFECTIVE DELIVERY. Buyer will be conclusively deemed to have accepted and agreed to any invoice from MASCO (including but not limited to the price, quantity, quality, and description of the goods as stated on the invoice and any and all terms, provisions, conditions, agreements, representations, and warranties on the invoices), unless MASCO receives written objection to the invoice from Buyer within 7 days after the date the invoice is sent to Buyer. Written objection must be sent by letter to MASCO at its main office by registered mail specifying the nature of the complaint. Buyer's compliance with these conditions precedent shall not constitute an admission by MASCO of the merits or amount of Buyer's claim or defense.
10. **LIMITATION OF ACTIONS. NO ACTION FOR BREACH OF ANY TERM OF SALE OR ANY OTHER DUTY OF MASCO WITH RESPECT TO GOODS OR SERVICES MAY BE COMMENCED MORE THAN ONE YEAR AFTER THE DATE ON WHICH THE GOODS ARE DELIVERED.**
11. PAYMENT. Buyer's obligation to pay MASCO for the goods and services provided are not conditioned upon Buyer obtaining acceptance or approval from any third party or receiving payment from any third party.
12. TAXES. The prices for goods do not include any sales, use or other taxes or charges payable to state or local authorities. Buyer shall be responsible for and shall pay all federal, state and local sales, use, property, excise, freight or other taxes imposed on or with respect to the goods. To the extent that such taxes do not appear as an itemized charge, Buyer certifies that the sale of the goods is exempt from such taxes and Buyer assumes the liability for any such tax which may be found to be due, and agrees to indemnify and hold MASCO harmless with respect thereto.
13. RETURNS. ALL SPECIAL ORDER OR LARGE QUANTITY PURCHASES ARE FINAL. NO RETURNS OR REFUNDS WITHOUT MANUFACTURER'S WRITTEN ACCEPTANCE AND TERMS. No returns on special cuts, or repackaged merchandise. No credit will be issued for normally stocked materials returned 45 days after original purchase. In no case are goods to be returned without first obtaining MASCO's permission. Buyers shall pay the costs of return of any goods and shall use its best efforts to insure that all packaging materials that MASCO supplies are maintained in suitable storage areas to protect them from damage. Including, without limitation, from forklifts and weather. Goods must be securely packed to reach MASCO without damage. Material accepted for credit will be subject to a 15% service charge plus all transportation charges. Any material returned to original manufacturer(s) may include additional charges as determined by manufacturer. Credit for returned goods will be allowed only to the extent agreed to in writing by a duly authorized representative of MASCO and no application for credit will be processed unless Buyer provides the original invoice number and date.
14. **APPLICABLE LAW, ARBITRATION AND ATTORNEY FEES. THE VALIDITY, CONSTRUCTION AND PERFORMANCE OF ANY AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF OREGON. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS ORDER OR THE PERFORMANCE OR BREACH THEREOF SHALL BE SETTLED BY ARBITRATION IN THE CITY PORTLAND, OREGON, IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION. IF AN ATTORNEY IS EMPLOYED TO ENFORCE THIS AGREEMENT, MASONS SHALL BE ENTITLED TO ATTORNEY FEES AND COSTS, IRRESPECTIVE OF WHETHER ANY LEGAL PROCEEDING IS COMMENCED. IN THE EVENT OF A SUIT OR ACTION TO COLLECT UNPAID AMOUNTS FOR GOOD SOLD, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER, IN ADDITION TO ALL OTHER AMOUNTS, ITS ATTORNEY FEES AND COSTS AT TRIAL, ARBITRATION, AND APPEAL.**
15. WAIVERS BY BUYER. Buyer waives demand, notice, protest, notice of acceptance of this agreement, notice of credit extended, notice of collateral delivered or received, and all other notices.
16. AUTHORITY OF MASCO'S AGENTS. MASCO's agents, employees, and representatives have no authority to bind MASCO to any affirmation, waiver, representation, or warranty inconsistent with these terms and conditions, unless expressly agreed to in writing by an Officer of MASCO.
17. AUTHORIZATION. In consideration of MASCO selling goods to Buyer, the person signing any such acceptance or agreement on behalf of Buyer represents and warrants that he or she is authorized to sign on behalf of Buyer. The parent company, if any, of Buyer also guarantees performance of the agreement and payment by Buyer. The person signing and Buyer warrant that the information given to MASCO IS true and correct in all respects.
18. THIRD PARTY CONTRACT OBLIGATIONS. In the event that Buyer has contracted for or otherwise assumed with any other Party any obligation or liability to an Owner, Contractor, Construction Manager or any other person or entity responsible for the completion of any portion of any project in which MASCO's goods will be used, the Parties agree that MASCO is not a party to such contract, and MASCO does not assume any liability or obligation under any such contract or agreement. Buyer releases and agrees to defend, indemnify and hold MASCO harmless for any claims of any nature whatsoever related to any obligation, risk, liability or responsibility which was Buyer's under any contract or which was assumed by Buyer towards any Owner, Contractor, Construction Manager or other party involving the goods or work supplied by MASCO to fulfill any contractual requirement.
19. **OTHER TERMS AND CONDITIONS. NO TERMS AND CONDITIONS OTHER THAN THOSE HEREIN STATED, AND NO AGREEMENT OR UNDERSTANDING, INCLUDING BUT NOT LIMITED TO ANY PROVISIONS, TERMS AND CONDITIONS CONTAINED IN ANY CONFIRMATION ORDER OR OTHER WRITING BY BUYER, IN ANY WAY PURPORTING TO MODIFY THESE TERMS OR CONDITIONS SHALL BE BINDING UPON MASCO UNLESS CONSENTED TO IN WRITING BY AN OFFICER OF MASCO. MASCO'S ACCEPTANCE OF YOUR PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THESE TERMS AND CONDITIONS AND ON YOUR AGREEMENT THAT SUCH TERMS AND CONDITIONS SHALL CONSTITUTE THE SOLE TERMS AND CONDITIONS OF THE ORDER. THE CONDITIONS STATED HEREIN SHALL TAKE PRECEDENCE OVER ANY OTHER CONDITIONS, AND NO CONTRARY, ADDITIONAL OR DIFFERENT PROVISIONS OR CONDITIONS SHALL BE BINDING ON MASCO, INCLUDING BUT NOT LIMITED TO, PROVISIONS OR CONDITIONS WHICH DEEM PARTIAL PERFORMANCE OR FAILURE TO OBJECT AS ACCEPTANCE BY MASCO OF BUYERS TERMS AND CONDITIONS, UNLESS ACCEPTED BY MASCO IN WRITING.**
20. ENTIRE AGREEMENT. These terms and conditions shall constitute the entire agreement between the parties with regard to the subject matter. The parties shall not be bound by any agent's or employee's representation, promise, or inducement not set forth in these terms or the signed agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of these terms and conditions. Acceptance of or acquiescence in a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of these terms and conditions even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of the agreement other than those specifically set forth herein. These terms and conditions can only be modified by a writing signed by the parties hereto or their duly authorized agents.

EXTERIOR SPECIALTIES, LLC.

PO BOX 736

WAUNA, WA 98395

PHONE: 253-324-8958

EMAIL: JERRYHARMON50@GMAIL.COM

CHANGE ORDER REQUEST

Job Name : Port Orchard City Hall Renovation

PR – 2

Added Hatches at clock tower

Sheet Metal Flashings

Flashing and fabrication \$ 400.00

Labor to install flashing

\$ 60.95 x 4 hours \$ 243.80

Sub Total \$ 643.80

15% Allowable Mark Up \$ 96.57

Total Change Request \$ 740.37

Jerry Harmon

Owner

Exterior Specialties

CHANGE ORDER REQUEST

CIS Job Number	2342	Date	9/6/2023	COR	2
Job Name	Port Orchard City Hall Renovations			PR	2

Qty	UM	Rate	Total
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Labor

Foreman		HR	\$ 97.59	\$ -
Journeyman	2	HR	\$ 92.63	\$ 185.26
Journeyman OT		HR	\$ 138.95	\$ -
Journeyman 2X OT		HR	\$ 185.27	\$ -
Subtotal			\$	185.26

Materials

Liquid Flashing	8	EA	\$ 15.45	\$ 123.60
		EA	\$ -	\$ -
		EA	\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Sub Total			\$	123.60

Equipment

Delivery/Pickup		EA	\$ -	\$ -
Boom Lift		EA	\$ -	\$ -
			\$ -	\$ -
Sub Total			\$	-

Grand-Subtotal \$ 308.9 Labor, Materials, Equipment

Consumables \$ -

B&O Use Tax \$ -

Environmental Fee \$ -

Sub Total \$ 308.9 >>>> Total \$ 308.86

Cost of Time

Time Extension	day	0.00	\$ -
Delays	day	0.00	\$ -
Sub Total			\$ -

Description of work

Added liquid flashing at 4 clock tower hatches

Subtotal \$ 308.86

Allowed Markup 15% \$46.33

Additional Working Days

COR 2 Total \$355

This proposal excludes sales tax and includes any and all necessary adjustments to the construction schedule and all direct and indirect costs based on information provided by the owner.

Contractor:

John Brown - Estimator/PM 253-241-9140

Signature

Date 9/6/2023

Approved by:

Signature

Date

PROPOSAL REQUEST

Project:	Port Orchard City Hall Building Improvements	PR No.:	PR-02
Project No.:	2020013	Date Issued:	08/30/2023
Owner:	City of Port Orchard 216 Prospect Street Port Orchard, WA 98366	Issued To:	Lincoln Construction Inc. 11803 101 st Ave E, Suite 201 Puyallup, WA 98373
Contract Date:	05/23/2023	Attn:	Debbie Howells

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 7 days, or notify the Architect in writing of the date on which you anticipate submitting your proposal. THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

1. Provide (4) hatches in the exterior wall to align with the openings in the clock faces.
 - a. Hatches to be exterior rated and gasketed

Attachments:

Access Hatch detail.

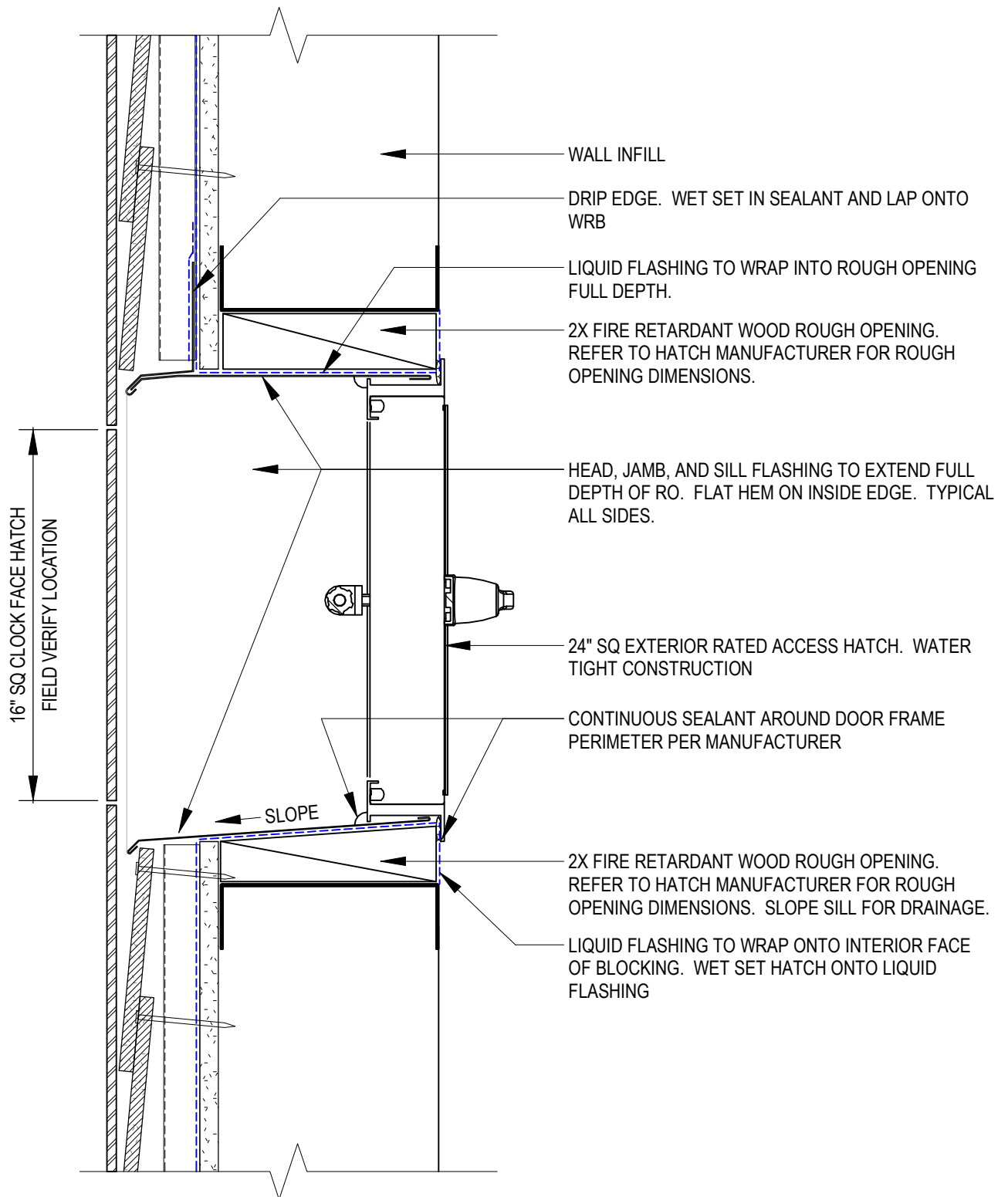
Requested By: Jason Ritter – Rice Fergus Miller

Copies To:

- ☒ Owner
☒ Architect
☐ Consultant

- ☒ Contractor
☐ Field
☐ Other

END OF PROPOSAL REQUEST





Agenda Staff Report

Agenda Item No.	<u>Business Item 7E</u>	Meeting Date:	<u>December 12, 2023</u>
Subject	<u>Adoption of a Resolution Approving an</u>	Prepared by:	<u>Denis Ryan</u>
	<u>Interlocal Agreement with Kitsap Transit</u>		<u>Public Works Director</u>
	<u>for the Ruby Creek Lift Station Sewer</u>	Atty Routing No:	<u>N/A</u>
	<u>Project</u>	Atty Review Date:	<u>N/A</u>

Summary: Kitsap Transit is constructing a park and ride facility known as the Ruby Creek Park and Ride (“Project”) which is located within the City of Port Orchard at SW Sedgwick Rd. and Sidney Rd. SW. The Project will require Kitsap Transit to construct sewer improvements to support the development (“Sewer Improvements”) which must be designed and constructed to City standards and will be dedicated to the City once completed, approved, and accepted. Kitsap Transit has requested that the City enter into a Latecomer Agreement under Chapter 13.08 of the Port Orchard Municipal Code for the Sewer Improvements once the improvements have been constructed. Kitsap Transit has also requested that the City perform the design work for the Sewer Improvements and that the City perform the permitting applications for Kitsap Transit for the Sewer Improvements. In exchange, Kitsap Transit will reimburse the City for the design and permitting costs. Port Orchard and Kitsap Transit each have the legal authority to enter into design contracts, design capital improvements, and apply for permits. Pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, public agencies may contract with one another to perform governmental functions or services.

Recommendation: Staff recommends the City Council adopt a Resolution authorizing the Mayor to execute an Interlocal Agreement with Kitsap Transit for funding and design of the Ruby Creek Lift Station Sewer Project.

Relationship to Comprehensive Plan: Chapter 7-Utilities

Motion for consideration: “I move to adopt a Resolution authorizing the Mayor to execute an Interlocal Agreement with Kitsap Transit for the Ruby Creek Lift Station Sewer Project.”

Fiscal Impact: Kitsap Transit will reimburse the City for the design and permitting costs

Alternatives: Do not approve and provide alternative guidance.

Attachments: Resolution
Interlocal Agreement with Kitsap Transit

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH KITSAP TRANSIT FOR FUNDING OF THE DESIGN OF THE RUBY CREEK LIFT STATION SEWER PROJECT.

WHEREAS, Kitsap Transit is constructing a park and ride facility known as the Ruby Creek Park and Ride ("Project") which is located within the City of Port Orchard at SW Sedgwick Rd. and Sidney Rd. SW; and

WHEREAS, the Project will require Kitsap Transit to construct sewer improvements to support the development ("Sewer Improvements") which must be designed and constructed to City standards and will be dedicated to the City once completed, approved, and accepted; and

WHEREAS, Kitsap Transit has requested that the City enter into a Latecomer Agreement under Chapter 13.08 of the Port Orchard Municipal Code for the Sewer Improvements once the improvements have been constructed; and

WHEREAS, Kitsap Transit has requested that the City perform the design work for the Sewer Improvements and that the City perform the permitting applications for Kitsap Transit for the Sewer Improvements. In exchange, Kitsap Transit will reimburse the City for the design and permitting costs; and

WHEREAS, Port Orchard and Kitsap Transit each have the legal authority enter into design contracts, design capital improvements, and apply for permits. Pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, public agencies may contract with one another to perform governmental functions or services; and

WHEREAS, the City Council finds it in the best interest of the City and its residents to authorize the Mayor to execute the Interlocal Agreement with Kitsap Transit for funding and design of the Ruby Creek Lift Station Sewer Project; now, therefore,

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

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

THAT: The Mayor is authorized to execute the Interlocal Agreement attached hereto as Exhibit A and incorporated herein with this reference. The Mayor is further authorized to take all actions necessary to effectuate the terms of the Interlocal Agreement.

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

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

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk,

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF PORT ORCHARD
AND
KITSAP TRANSIT
FOR
FUNDING OF THE DESIGN OF THE RUBY CREEK LIFT
STATION SEWER PROJECT**

THIS AGREEMENT is made and entered into by and between the City of Port Orchard, a municipal corporation of the State of Washington (“**City**” or “**Port Orchard**”) and Kitsap County Public Transportation Benefit Area Authority, a Washington municipal corporation, (“**Kitsap Transit**”) (collectively “**Parties**” or individually a “**Party**”).

RECITALS:

A. Kitsap Transit is constructing a park and ride facility known as the Ruby Creek Park and Ride (“**Project**”) which is located within the City of Port Orchard at SW Sedgwick Rd. and Sidney Rd. SW.

B. The Project will require Kitsap Transit to construct sewer improvements to support the development (“**Sewer Improvements**”). These improvements must be designed and constructed to City standards and will be dedicated to the City once completed, approved, and accepted.

C. In addition, Kitsap Transit has requested that the City enter into a Latecomer Agreement under Chapter 13.08 of the Port Orchard Municipal Code for the Sewer Improvements once the improvements have been constructed.

D. Kitsap Transit has requested that the City perform the design work for the Sewer Improvements and that the City perform the permitting applications for Kitsap Transit for the Sewer Improvements. In exchange, Kitsap Transit will reimburse the City for the design and permitting costs.

E. Once permits for the Sewer Improvements are issued, Kitsap Transit will build the Sewer Improvements.

F. Port Orchard and Kitsap Transit each have the legal authority enter into design contracts, design capital improvements, and apply for permits. Pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, public agencies may contract with one another to perform governmental functions or services.

AGREEMENT:

In furtherance of the foregoing and in consideration of the following terms and conditions, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is for Port Orchard to perform or contract to perform design and permitting work for certain Sewer Improvements that must be constructed by Kitsap Transit as part of its Park and Ride Development Project.

2. Effective Date; Duration. This Agreement shall be effective upon execution by both Parties (“**Effective Date**”). There shall be no fixed term associated with this Agreement, however, this Agreement may be terminated by mutual agreement of the Parties per RCW 39.34.030(3).

3. Property Ownership. Unless otherwise expressly provided herein, ownership of any real and personal property acquired or owned by a Party before and during the term of this Agreement shall remain vested in said Party upon termination.

4. No Separate Entity Created. The Parties do not by this Agreement create any separate legal or administrative entity. The City of Port Orchard Mayor, or his designee shall be responsible for working with the Kitsap Transit Executive Director, or his designee to administer the terms of this Agreement. Except as expressly provided herein, the Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

5. Tasks Performed by Port Orchard. Port Orchard agrees undertake the following tasks for Kitsap Transit:

5.1 *Task Order for Pre-Design Work.* Port Orchard has begun pre-design work with its on-call sewer consultant to identify the design parameters for the Sewer Improvements as described in Sections 5.3 and 5.4 below.

5.2 *Contract for Design Work.* Port Orchard will enter into a contract with a consultant of Port Orchard’s choosing to design the Sewer Improvements as described in Sections 5.3 and 5.4 below. The contract between Port Orchard and the consultant shall include language requiring the consultant to have insurance and to indemnify both Port Orchard and Kitsap Transit for design defects. In addition, the agreement will require the consultant to name both Port Orchard and Kitsap Transit as additional insureds on the consultant’s insurance policies that are required by the agreement.

5.3 *Design of Sewer Improvements.* The City will contract with a consultant to create a design for the Sewer Improvements which are

compliant with Port Orchard's standards. These improvements will include the following components:

- 5.3.1 Approximately 430 linear feet of 10-inch sewer force main located within Sidney Road connecting the proposed Ruby Creek Lift Station to the City constructed sewer force main located at the south property line of Parcel 102301-1-053-2000. The associated Capital Project (including the City constructed portions) is Project SD in Table 7-1 of the June 2022 City of Port Orchard Comprehensive Plan. The total project is approximately 4,800 linear feet of 10-inch sewer force main project beginning at the proposed Ruby Creek Lift Station and discharging to the Cedar Heights Sewer Lift Station located approximately one mile to the north. Project SD is being constructed in phases associated with upcoming road projects. The southernmost section of this force main will be designed and constructed in conjunction with the Ruby Creek Lift Station as described above.
- 5.3.2 Approximately 1,640 linear feet of 15-inch Sewer Gravity line extending from the existing manhole located at the intersection of SW Hayworth Drive and Sidney Road SW to the proposed location of the Ruby Creek Lift Station. The associated Capital Project is Project SB in Table 7-1 of the June 2022 City of Port Orchard Capital Plan which includes the construction of the lift station described in the following section 5.3.3.
- 5.3.3 Ruby Creek Lift Station which includes the following:
 - 5.3.3.1 Wet well, sized to meet the requirements listed in applicable design manuals;
 - 5.3.3.2 Submersible pumps, duplex pump system meeting the capacity needs of the proposed system with an additional spare pump provided to the City;
 - 5.3.3.3 Weather protection, in accordance with the applicable design manuals and City Standards;

5.3.3.4 Backup generator;

5.3.3.5 Backup diesel pump, sized for full system buildout;

5.3.3.6 Electrical equipment;

5.3.3.7 Mechanical equipment, including but not limited to flow meter; and

5.3.3.8 Communications equipment, to be integrated into the City's SCADA system.

5.4 *Location of Sewer Improvements.* The location and description of the above-described Sewer Improvements are shown on the site plan attached to this Agreement as **Exhibit A** and incorporated herein by this reference as if set forth in full.

5.5 *Application for Permits.* Once the design of the Sewer Improvements is complete, City will apply for the required local (Port Orchard) permits required for construction. The permits will be assigned to Kitsap Transit.

5.6 *Design Plans; Permits.* Once the design plans for the Sewer Improvements are complete and permits issued, the City will transfer and/or assign the design plans and permits to Kitsap Transit for its use or the use of its contractors. There shall be no additional payment required for such transfer.

6. Kitsap Transit's Obligation to Reimburse City for Costs of Design. Kitsap Transit agrees to reimburse City for its costs incurred in doing the Tasks listed in Section 5 above.

6.1. *Anticipated Maximum Cost.* At the time of this Agreement, the Parties anticipate that the cost of the design work (including pre-design) for the Sewer Improvements will not exceed \$750,000.00, not including permit costs. If the design work is anticipated to exceed this amount, the City will give notice to Kitsap Transit and the Parties will work in good faith to reduce the costs to extent feasible.

6.2. *Procedure for Payment for Pre-Design and Design Work.* When City receives an invoice for the pre-design or design work, it will first review the invoice and, if acceptable, approve it for payment. The City will then send an invoice to Kitsap Transit with the underlying consultant invoice attached. Kitsap Transit will make payment to City within 30 days of the date of the City's invoice to Kitsap Transit.

6.3. *Procedure for Payment for Permits.* The City will send invoices for all permit fees to Kitsap Transit when due. Kitsap Transit will make payment to City within 30 days of the date of the City's invoice for such fees to Kitsap Transit. Permit fees will be based on the standard charges imposed by Port Orchard based on adopted fees the same as are charged to other applicants. Kitsap Transit acknowledges that delay in payment of permit fees will result in delays in issuance of such permits.

6.4. *Previously Incurred Expenses.* This Agreement includes reimbursement by Kitsap Transit for all pre-design expenses that are or were incurred in accordance with Section 5.1, including expenses that were incurred prior to the effective date of this Agreement. Following the effective date of this Agreement, the City will provide to Kitsap Transit invoices as described in Section 6.2 for all work performed to date.

7. **Administrative Fees.** The Parties agree to fund their respective administrative costs and fees, and not seek reimbursement from each other for the same.

8. **Indemnification.**

8.1. Port Orchard agrees to indemnify and hold Kitsap Transit, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions, and liabilities (including costs and all attorneys' fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors, or omissions of Port Orchard, its elected officials, officers, employees, agents, and volunteers, or by Port Orchard's breach of this Agreement.

8.2. Kitsap Transit agrees to indemnify and hold Port Orchard, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions, and liabilities (including costs and all attorneys' fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors, or omissions of Kitsap Transit, its elected officials, officers, employees, agents, and volunteers or by Kitsap Transit's breach of this Agreement.

8.3. In the event of a claim, loss, or liability based upon the alleged concurrent or joint negligence of the Parties, the Parties shall bear their respective liability, including cost, in accordance with their respective liability established in accordance with the laws of the State of Washington.

8.4.FOR PURPOSES OF INDEMNIFICATION ONLY, THE PARTIES, BY MUTUAL NEGOTIATION, HEREBY WAIVE, AS RESPECTS THE OTHER PARTY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW.

8.5.The provisions of this section shall survive the expiration or termination of this Agreement with respect to acts and omissions occurring during the term hereof.

9. Insurance. Both Port Orchard and Kitsap Transit shall maintain membership in AWC or WCIA liability and risk pool or have equivalent limits of liability from another insurance program or liability pool.

10. Jurisdiction; Venue. This Agreement shall be governed in all respects by the laws of the State of Washington. The Venue for any dispute related to this Agreement shall be Kitsap County Superior Court, with both Parties expressly agreeing to personal jurisdiction in the same. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other Party.

11. No Assignment. Neither Party may assign this Agreement or any interest, obligation, or duty therein without the express written consent of the other Party.

12. Entire Agreement. This Agreement constitutes the complete and final agreement of the Parties and replaces and supersedes all oral and/or written proposals and agreements heretofore made by the Parties on the subject matter. No provision of this Agreement may be amended or added to except by agreement, in writing, signed by both Parties.

13. No Third-Party Beneficiaries. This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether express or implied, is intended to confer any right, remedy, or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any Party hereto.

14. Written Notice. Any notice or information required or permitted to be given to the Parties under this Agreement may be sent to the following addresses unless otherwise specified. Unless otherwise specified, any written notice hereunder shall become effective upon the date of both emailing and mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

City of Port Orchard:

City of Port Orchard
Attn: Rob Putaansuu, Mayor
216 Prospect Street
Port Orchard, WA 98366

Kitsap Transit:

Kitsap Transit
Attn: Steffani Lillie, Capital Director
60 Washington Ave. Suite 200
Bremerton, WA 98337

15. Website Posting. Each Party shall post a copy of this fully executed Agreement on its respective website in accordance with RCW 39.34.040. If a Party does not have a website for posting this Agreement, then that Party shall cause the Agreement to be filed with the Kitsap County Auditor and shall pay any fees for the same.

16. Modification. No waiver, alteration, or modification of any of the provisions of this Amendment Agreement shall be binding unless in writing and signed by a duly authorized representatives of the City and McCormick.

17. Severability. Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one agreement.

IN WITNESS WHEREOF, authorized representatives of the Parties hereto have signed their names in the spaces below:

CITY OF PORT ORCHARD

KITSAP TRANSIT

Robert Putaansuu
Mayor

Rebecca Erickson
Board of Commissioners Chairperson

Date: _____

Date: _____

Attested to:

Attested to:

Brandy Wallace
City Clerk

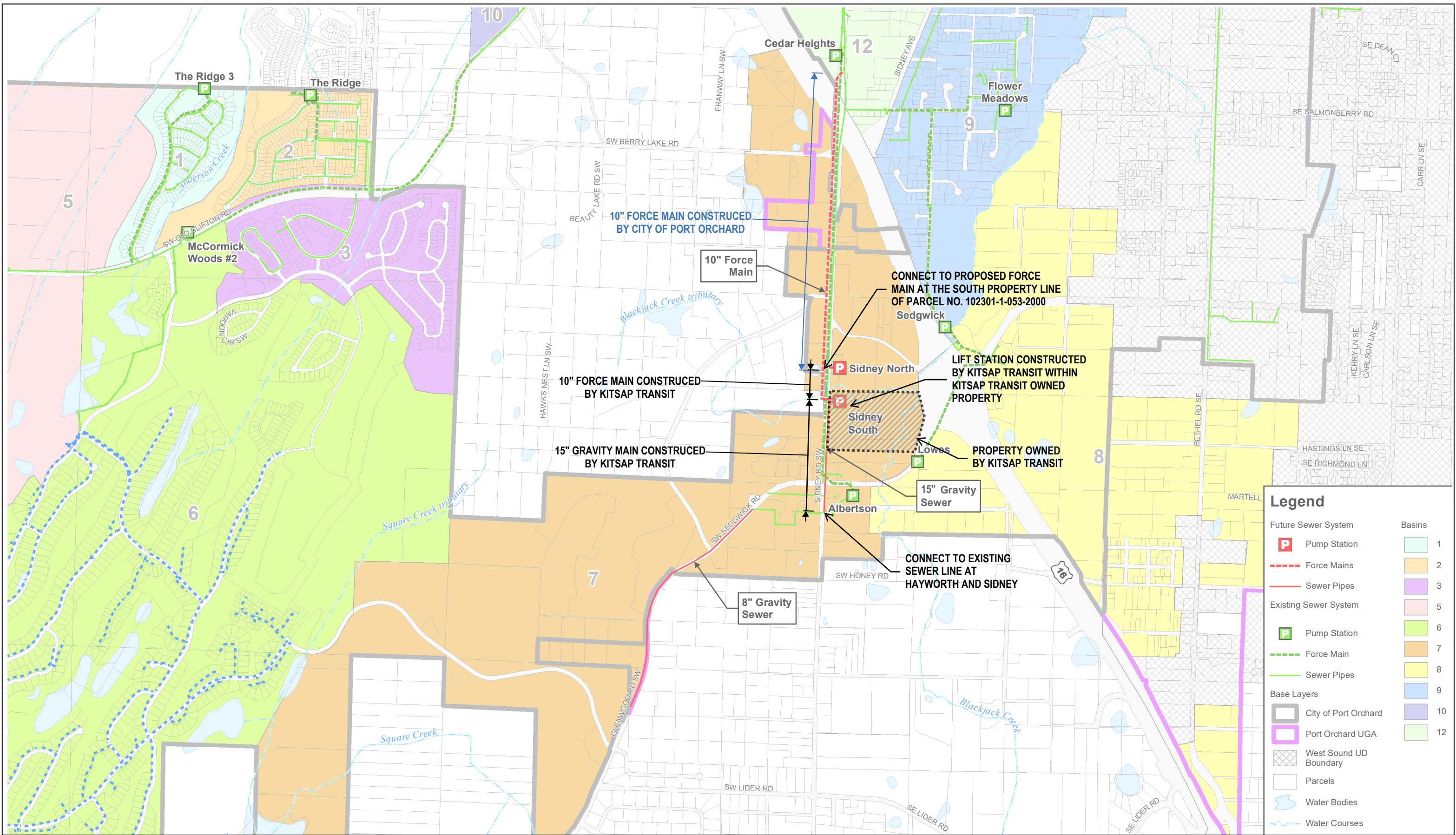
Jacquelyn Bidon
Clerk of the Board, Interim

Approved as to form:

Charlotte A. Archer
City Attorney

Approved as to form:

David Weibel
Attorney for Kitsap Transit



Legend

Future Sewer System		Basins	
P	Pump Station	1	1
---	Force Mains	2	2
—	Sewer Pipes	3	3
Existing Sewer System		5	5
P	Pump Station	6	6
---	Force Main	7	7
—	Sewer Pipes	8	8
Base Layers		9	9
 	City of Port Orchard	10	10
 	Port Orchard UGA	12	12
 	West Sound UD Boundary		
 	Parcels		
 	Water Bodies		
~	Water Courses		