

Documents re: an ordinance that would prevent the sale of puppies and kittens in retail settings, i.e: pet stores in Port Orchard, WA.

The following Information was Collated by:

Kim Siebens

Registered Nurse

Concerned Citizen

President of local non-profit, Their Voice

# Table of Contents

1. March 5th, 2018. Land Use Committee Meeting Agenda. Presentation: Their Voice – Request for Puppy Mill Ban in Local Stores
2. March 5th, 2018. PowerPoint Presentation shown to Council Members at The Land Use Committee
3. Example of an ordinance requested by community members. This particular example was taken from recently passed amendments to a current Municipal Code in Bremerton, WA.
4. March 20th, 2018. Port Orchard City Council Work Study Agenda, Staff Report, and Draft Ordinance.
5. April 6th, 2018. Includes email from Councilmember Ashby which is provided for context on why her proposed revisions were made, and why additional revisions may be requested.
6. April 10, 2018 Agenda Staff Report
7. Clean Replacement Ordinance re: Puppy Mills 3-22-18 . This proposal suggests adding a definition of “puppy mill” under Section 1, under definitions, #18. Also It suggests adding # 8, under Section 2 which states “offering for sale dogs or cats from puppy mills” would be prohibited. The word “puppy mill” is considered very arbitrary and therefore not recommended by community members or the Port Orchard city attorney.
8. Original Ordinance Amending POMC 7.16 (This was an example of a draft ordinance provided by members of the community who would like to see retail pet sales of dogs and kittens banned).
9. Redline Replacement Ordinance Amending title 7 POMC . This includes suggestions made by councilwoman Ashby. These suggestions were not recommended by community members or the city attorney as the word “puppy mills” is very arbitrary and difficult to define.
10. April 10th, 2018 General Council Meeting Agenda, 136 pages long.
11. April 14th, 2018. Letter sent to Port Orchard City Council from community members.
12. Work Study Session Executive Summary 4-17-2018
13. Further Revised Ordinance Amending Title 7 POMC (Changes in Red include: Under Definitions, adding # 3 which defines “animal shelter” and #20 defining “offer for sale”. Under section 2, 7.16.080 adding # 8 stating pet stores cannot offer dogs or cats for sale. These new changes were discussed at the April 17th, 2018 Work Study Meeting. Councilwoman Ashby reported concern of allowing animal shelters to have adoption events at pets store because of lack of regulations of those entities. Therefore the city attorney created a definition of “animal shelter” and the community recommended removing the term altogether if that could help the council come to an agreement. However, the issue was tabled for lack of understanding/ staff could not come to an agreement at this time.

# City of Port Orchard

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## Land Use Committee

March 5, 2018 @ 9:30 a.m. in the 720 Conference Room

## AGENDA

1. Presentation: Their Voice – Request for Puppy Mill Ban in Local Stores
2. Discussion: Vision 2050 Scoping – City Response (Bond)
3. Discussion: Kitsap County Temporary Use Regulations (Chang)
4. Discussion: Downtown and Residential Parking (Chang)
5. Discussion: 2018 Preliminary Comprehensive Plan Amendments Agenda (Bond)
6. Discussion: Zoning Code Update (Bond)

# Passing a Pet Shop Ordinance

Kim Siebens

Karyn Mōni

Theresa Donnelly



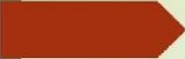
**What is a puppy mill:** an establishment that breeds puppies for sale, typically on an intensive basis and in conditions regarded as inhumane.



**Source:** Best Friends Animal Society

➔ We can do this!!!





**The Ask:** Pass an ordinance in Port Orchard like the following cities:

- ▶ Bainbridge, Bremerton, Poulsbo
- ▶ Growing each day, since June 2006, more than 250 U.S. cities and California have a ban in place
- ▶ Bans are legal and have been upheld despite efforts to repeal them



## Who supports this initiative?

- ▶ Local community members
- ▶ Veterinarians
- ▶ Animal welfare organizations
- ▶ State representatives





## Who does this ordinance affect?

- Pet store owners that are considering establishing a pet shop here
- Puppy mill brokers that truck animals in cramped conditions from out of state
- Pet stores that source from breeders with multiple violations

Will you consider this?



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE** of the City Council of the City of Bremerton, Washington, amending Section 7.08.030 of the Bremerton Municipal Code entitled “Commercial Pet Facilities, Grooming Parlors and Animal Welfare Facilities.”

WHEREAS, the City Council desires to amend Section 7.08.030 of the Bremerton Municipal Code entitled “Commercial Pet Facilities, Grooming Parlors and Animal Welfare Facilities” by adopting reasonable regulations to reduce costs to the City and its residents, protect the citizens of the City who may purchase cats and dogs from a pet shop, promote community awareness of animal welfare, and foster a more healthy and humane environment in the City; and

WHEREAS, current federal, Washington State, and Kitsap County regulations do not adequately address the sale of animals in pet shops; and

WHEREAS, restricting the retail sale of cats and dogs to only those sourced from animal welfare organizations is likely to increase demand for animals from animal welfare organizations and thereby reduce the number of homeless animals and animal control costs; and

WHEREAS, across the country, thousands of independent pet shops, as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of cats and dogs. These shops collaborate with local animal welfare organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, this ordinance will not affect a consumer’s ability to obtain cats and dogs directly from an animal welfare organization or from a breeder where the consumer can see directly the conditions in which the cats and dogs are bred, or can confer directly with the breeder concerning those conditions; NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF BREMERTON, WASHINGTON,  
DOES HEREBY ORDAIN AS FOLLOWS:

**SECTION 1.** Section 7.08.030(b) of the Bremerton Municipal Code entitled “Commercial Pet Facilities, Grooming Parlors and Animal Welfare Facilities” is hereby amended to add sections (8), (9), (10) and (11) as follows:

- (b) Operation requirements for commercial pet facilities and animal welfare facilities:
  - (1) Adequate food and water for each species, pursuant to Section 7.04.020(a), and proper habitat and medical attention, if needed, shall be provided during normal business hours and when the facilities are not open for business;
  - (2) Food shall be stored in a fashion that prevents contamination or infestation;

(3) The facilities shall be maintained and operated in a healthful and sanitary manner, free from disease, infestation, and foul odors;

(4) Sick animals shall be isolated from healthy ones in quarters adequately ventilated to prevent contamination of healthy animals;

(5) Sick or injured animals shall receive appropriate medical treatment by or under the auspices of a licensed veterinarian. Records shall be maintained reflecting treatment, care, dates of veterinary visits, and the name of the veterinarian and veterinary clinic providing treatment. Sick or injured animals shall not be sold, bartered, or otherwise transferred from a commercial pet facility or animal welfare facility to a new owner until the illness or injury is substantially healed, unless such transfer is to an animal welfare organization that assumed all responsibility for providing the appropriate medical treatment;

(6) Cats and dogs shall receive age-appropriate vaccines and anthelmintics. Records of such shall be maintained for each animal and made available to the animal control authority and the Bremerton-Kitsap County Health District, including the name and address of the attending veterinarian, if applicable;

(7) A copy of all medical records including, but not limited to, the records described in subsections (5) and (6) shall be provided to new owners at the time the ownership of the animal is transferred, or to the animal control authority upon request;

(8) A pet shop may offer for sale only those cats and dogs that the pet shop has obtained from or displays in cooperation with an animal welfare organization;

(9) A pet shop shall not offer for sale a cat or dog that is younger than eight weeks old;

(10) A pet shop shall maintain records stating the name and address of the animal welfare organization that each cat and dog was obtained from for at least two years following the date of acquisition. Such records shall be provided to new owners at the time the ownership of the animal is transferred, and to the animal control authority upon request. Each pet shop shall display on each cage a label stating the name and address of the animal welfare organization of each cat or dog kept in a cage; and

(11) Commercial pet facilities, grooming parlors, and animal welfare facilities shall comply with the veterinary certification requirements of WAC 16-54-170 when importing dogs, cats, and ferrets from outside Washington. Records documenting compliance with WAC 16-54-170 shall be maintained for at least two years following the date of acquisition of the animal and such records shall be provided to new owners at the time the ownership of the animal is transferred, and to the animal control authority upon request.

**SECTION 2. Severability.** If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

**SECTION 3. Effective Date.** This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

PASSED by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
ERIC YOUNGER, Council President

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
PATTY LENT, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
SHANNON CORIN, City Clerk

\_\_\_\_\_  
ROGER A. LUBOVICH, City Attorney

PUBLISHED the \_\_\_\_\_ day of \_\_\_\_\_, 2017.  
EFFECTIVE the \_\_\_\_\_ day of \_\_\_\_\_, 2017.  
ORDINANCE NO. \_\_\_\_\_.

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**City of Port Orchard Council Work Study Session  
March 20, 2018  
6:30 p.m.**

**Mayor:**

Rob Putaansuu  
Administrative Official

**Councilmembers:**

Bek Ashby

**Chair:** ED/Tourism/LT Committee

**Staff:** Development Director

Finance Committee

KRCC / PSRC TransPol / KRCC TransPol

KRCC PlanPol-alt / PRTPO

Shawn Cucciardi

Finance Committee

Land Use Committee

PSRC EDD-alt

Fred Chang

Utilities Committee

Sewer Advisory Committee (SAC)

**Staff:** Community Development

Jay Rosapepe

ED/Tourism/LT Committee

Utilities Committee

Sewer Advisory Committee (SAC)

KRCC-alt / KRCC TransPol-alt

John Clauson

**Chair:** Finance Committee

**Staff:** Finance Director

Kitsap Public Health District-alt

KEDA/KADA-alt

Cindy Lucarelli

**Chair:** Utilities Committee

**Staff:** Public Works Director

Sewer Advisory Committee (SAC)

**Staff:** Public Works Director

**Chair:** Chimes and Lights Committee

**Staff:** City Clerk

KEDA/KADA

Scott Diener (Mayor Pro-Tempore)

**Chair:** Land Use Committee

**Staff:** Development Director

ED/Tourism/LT Committee

PSRC Growth Mgmt-alt

**Department Directors:**

Nicholas Bond, AICP

Development Director

Mark Dorsey, P.E.

Director of Public Works/Engineering

Debbie Hunt

Court Administrator

**1. Initiative and Referendum (Cates) *Page 3***

Estimated Time: 30 Minutes

**2. Log Cabin Benches within ROW (Dorsey) *Page 65***

Estimated Time: 15 Minutes

**3. An Ordinance Banning the Retail Sale of Puppies and Kittens from Mill Breeders (Bond) *Page 67***

Estimated Time: 15 Minutes

**4. 2018 Legislative Session Recap (Briahna and Chelsea)**

Estimated Time: 45 Minutes

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

Meeting materials are available on the City's website: [www.cityofportorchard.us](http://www.cityofportorchard.us) or by contacting the City Clerk's Office, 360.876.4407

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## City of Port Orchard Work Study Session Executive Summary

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<b>Issue Title:</b>	An Ordinance Banning the Retail Sale of Puppies and Kittens from Mill Breeders
<b>Meeting Date:</b>	March 20, 2018
<b>Time Required:</b>	15 Minutes
<b>Attendees:</b>	Nick Bond, Community Development Director

**Action Requested at this Meeting:** Discuss draft ordinance, ask questions, provide feedback to City Attorney and staff, and set a date to consider the ordinance.

**Background/Issue:** The City has been made aware a significant number of puppies and kittens sold at pet shops come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for ("puppy mills" and "kitten mills," respectively). The documented abuses endemic to puppy and kitten mills include: over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise. The conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet shops due to both a lack of education on the issue and misleading tactics of pet shops in some cases. These health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers.

The cities of Bremerton, Bainbridge Island and Poulsbo have recently passed ordinances prohibiting the retail sale of dogs and cats other than those sourced from animal welfare organizations. This restriction is projected to decrease the demand for animals bred in puppy and kitten mills and increase demand for animals from animal welfare organizations, and thereby reduce the number of homeless animals and animal control costs. It will not affect a consumer's ability to obtain cats and dogs directly from an animal welfare organization, or from a breeder where the consumer can see directly the conditions in which the cats and dogs are bred.

City staff, at the direction of the Land Use Committee, has drafted an ordinance like those adopted by Bremerton, Poulsbo, and Bainbridge Island for consideration. The Ordinance would have the effect of prohibiting the retail sale of mill-bred puppies and kittens in Port Orchard.

**Alternatives:** Direct City Attorney to revise the ordinance; or, do not ban retail sales of mill-bred puppies and kittens.

**Recommendations:** Staff recommends that Council provide direction to the City Attorney and staff on any desired revisions to the draft ordinance and determine its preference for providing opportunities for public participation including but not limited to setting date for a public hearing.

**Relationship to Comprehensive Plan:** N/A

**Attachments:** Draft Ordinance

**Follow-up Notes & Outcomes:**



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING CHAPTER 7.16 (“PET SHOPS, ANIMAL SHELTERS AND BOARDING KENNELS”) OF THE PORT ORCHARD MUNICIPAL CODE TO BAN THE SALE OF DOGS AND CATS BRED AND RAISED AT “PUPPY MILLS” OR “KITTEN MILLS”; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has determined that it is in the best interests of the City of Port Orchard to amend Chapter 7.16 of the Port Orchard Municipal Code, entitled “Pet Shops, Animal Shelters and Boarding Kennels”, to adopt reasonable regulations to reduce costs to the City and its residents, protect the citizens of the City who may purchase cats and dogs from a pet shop, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more healthy and humane environment in the City; and

**WHEREAS**, a significant number of puppies and kittens sold at pet shops come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for ("puppy mills" and "kitten mills," respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet shop dogs and cats come from puppy mills and kitten mills; and

**WHEREAS**, the documented abuses endemic to puppy and kitten mills include: over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

**WHEREAS**, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet shops due to both a lack of education on the issue and misleading tactics of pet shops in some cases. These health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

**WHEREAS**, current federal, Washington State, and Kitsap County regulations do not adequately address the sale of animals in pet shops; and

**WHEREAS**, restricting the retail sale of cats and dogs to only those sourced from animal welfare organizations is likely to decrease the demand for animals bred in puppy

and kitten mills and increase demand for animals from animal welfare organizations and thereby reduce the number of homeless animals and animal control costs; and

**WHEREAS**, across the country, thousands of independent pet shops, as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of cats and dogs. These shops collaborate with local animal welfare organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

**WHEREAS**, this ordinance will not affect a consumer's ability to obtain cats and dogs directly from an animal welfare organization or from a breeder where the consumer can see directly the conditions in which the cats and dogs are bred, or can confer directly with the breeder concerning those conditions; now, therefore,

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

**SECTION 1.** Port Orchard Municipal Code Section 7.16.095 (“Selling Animals from Puppy or Kitten Mills Prohibited”) is hereby adopted as follows:

**7.16.095 Selling Animals from Puppy or Kitten Mills Prohibited.**

(1) Definitions.

(a) "Offer for sale" means to sell, offer for sale or adoption, advertise for the sale of, barter, auction, give away, or otherwise dispose of a dog or cat.

(b) "Pet shop" means a retail establishment where dogs and cats are sold, exchanged, bartered, or offered for sale as pet animals to the general public at retail. Such definition shall not include an animal shelter or animal rescue league, as defined.

(2) Restrictions on the Sale of Animals.

(a) A pet shop may offer for sale only those dogs and cats that the pet shop has obtained from or displays in cooperation with an animal shelter or an animal rescue league.

(b) A pet shop shall not offer for sale a dog or cat that is younger than eight weeks old.

(3) Record Keeping and Disclosure. A pet shop shall maintain records stating the name and address of the animal shelter or animal rescue league that each cat or dog was obtained from for at least two years following the date of acquisition. Such records shall be provided to new owners at the time the ownership of the animal is transferred, and to the animal control authority immediately upon request. Each pet shop shall display on each cage a label stating the name and address of the animal shelter or animal rescue league of each animal kept in the cage.

SECTION 2. Port Orchard Municipal Code Section 7.16.110 (“Revocation”) is hereby amended as follows (deleted text in ~~strike through~~; new text in underline):

**7.16.110 Revocation.**

The animal control authority may revoke a license issued pursuant to this chapter if the licensed pet shop, boarding kennel, and/or animal shelter is operating in violation of POMC 7.16.010, 7.16.080, ~~or 7.16.090~~ or 7.16.095.

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

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

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

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this \_\_\_\_\_ day of March 2018.

\_\_\_\_\_  
Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

\_\_\_\_\_  
Brandy Rinearson, CMC, City Clerk

\_\_\_\_\_  
, Councilmember

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Cates, City Attorney

PUBLISHED:

EFFECTIVE DATE:

4-6-2018

Hi Kim,

The attached documents regarding the puppy mill ordinance will be discussed by City Council at their 4/10 regular meeting. The email from Councilmember Bek Ashby is provided for context on why the proposed revisions were made, and why additional revisions may be requested. Please let me know if you have any questions.

Best regards,  
Keri

*Keri Sallee, Long Range Planner  
City of Port Orchard  
Department of Community Development  
216 Prospect Street  
Port Orchard, WA 98366  
(360) 874-5533 [www.cityofportorchard.us](http://www.cityofportorchard.us)*

This version addresses the concern of brought forward. It defines puppy and cat mills and prohibits the sale of animals produced by them.

Seems like a simple fix.

Want to make sure the definition is not limited to large scale operations. Small breeders can also mistreat animals. I think the part of the definition 'where the health and welfare of the animals...' covers any size breeding facility.

The last *whereas* seems useless. I read it to suggest the city can control where and how consumers purchase animals. I am unclear why the city would make the statement. The city only has authority over pet shops within our boundaries.

The second to last *whereas* expresses an opinion that may be difficult to prove. Not sure why we are making the statement. It is a statement of opinion by the activist group. Not sure it is our fight.

Bek Ashby  
City Council Member

Please be aware that emails which pertain to City business may be considered public records and may be subject to public disclosure laws. If you think you have received this email message in error, please notify the sender via email or telephone at 360-731-0778.

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**From:** Keri Sallee  
**Sent:** Tuesday, March 27, 2018 11:10:49 AM  
**To:** Bek Ashby  
**Cc:** Nick Bond  
**Subject:** Revised Puppy/Kitten Mill Ordinance

Hi Bek,

Sharon made revisions to the draft puppy mill ordinance, based on your comments. Could you please review the attached document, and let us know if it addresses your concerns?

Best regards,  
Keri

*Keri Sallee, Long Range Planner  
City of Port Orchard  
Department of Community Development  
216 Prospect Street  
Port Orchard, WA 98366  
(360) 874-5533 [www.cityofportorchard.us](http://www.cityofportorchard.us)*



**Attachments:** Replacement Ordinance (clean and redline versions); Original Work-Study Ordinance



**ORDINANCE NO. \_\_\_\_\_ (REPLACEMENT ORDINANCE 3/22/2018)**

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING CERTAIN SECTIONS OF TITLE 7 (“ANIMALS”) OF THE PORT ORCHARD MUNICIPAL CODE TO PROHIBIT THE SALE OF DOGS AND CATS OBTAINED FROM “PUPPY MILLS” OR “KITTEN MILLS”; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE.

**WHEREAS**, the City Council has determined that it is in the best interests of the City of Port Orchard to amend certain sections of Title 7 of the Port Orchard Municipal Code, entitled “Animals”, to prohibit the sale of dogs and cats obtained from puppy mills or kitten mills, in an effort to reduce costs to the City and its residents, protect the citizens of the City who may purchase dogs and cats from a pet shop, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more healthy and humane environment in the City; and

**WHEREAS**, a significant number of puppies and kittens sold at pet shops come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for ("puppy mills" and "kitten mills," respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet shop dogs and cats come from puppy mills and kitten mills; and

**WHEREAS**, the documented abuses endemic to puppy and kitten mills include: over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

**WHEREAS**, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet shops due to both a lack of education on the issue and misleading tactics of pet shops in some cases. These health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

**WHEREAS**, current federal, Washington State, and Kitsap County regulations do not adequately address the sale of animals in pet shops; and

**WHEREAS**, this ordinance will not affect consumers’ ability to obtain dogs and cats from pet shops when those dogs and cats do not originate from puppy mills or kitten mills, or to obtain them directly from an animal welfare organization or from a breeder where the consumer can see directly the conditions in which the cats and dogs are bred, or can confer directly with the breeder concerning those conditions; **NOW THEREFORE**,

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

**SECTION 1.** Port Orchard Municipal Code Section 7.01.010 (“Definitions”) is hereby amended as follows (deleted text in ~~strikethrough~~; new text in underline):

**7.01.010 Definitions.**

Within the provisions of this title, the following definitions shall apply:

- (1) “Animal” is a female, spayed female, male or neutered male animal, including any goat, horse, mule, cattle, swine or other domestic livestock used or raised on a farm, and any living vertebrate creature including reptiles or birds and excluding any marine mammals, fish or man. Animal also includes dogs or cats unless specifically excluded.
- (2) “Animal control authority” means the Kitsap Humane Society or other agency or organization designated as the animal control authority in an animal control services agreement.
- (3) “Abandonment” means the owner has left the animal for a period of 24 hours without making effective provisions for its proper care.
- (4) “Adequate shelter” means a moisture proof and wind proof structure that allows the animal to turn around freely, sit easily, stand and lie normally, and that keeps the animal clean, dry and comfortable.
- (5) “At large” is off the premises of the owner or keeper of the dog, or animal, and not under restraint by leash or chain or not otherwise controlled by a competent person.
- (6) “Boarding kennel” means a commercial establishment with the purpose of keeping, caring for, and/or boarding dogs and or cats. No animals shall be offered for sale and no breeding for commercial sale shall occur on the premises.
- (7) “Cat” is a female, spayed female, male, or neutered male cat.
- (8) “Commercial kennel” means an establishment for the breeding and/or sale of dogs and/or cats.
- (9) “Court” means Port Orchard municipal court.
- (10) “Dangerous animal” means any animal that:
  - (a) Inflicts severe injury on a human being without provocation on public or private property;
  - (b) Kills a domestic animal without provocation while the attacking animal is off the owner’s property; or
  - (c) Has been previously found to be potentially dangerous because of injury inflicted on a human, the owner having received notice of such, and the animal again aggressively bites, attacks, or endangers the safety of humans.

This definition shall not include a police dog as defined in RCW 4.24.410.
- (11) “Dog” is a female, spayed female, male or neutered male dog.

- (12) "Dog handler" means a law enforcement officer who has successfully completed training as prescribed by the Washington State Criminal Justice Training Commission in police dog handling.
- (13) "Domestic livestock" means any male or female hoofed animal.
- (14) "Grooming parlor" means any place, establishment, store or department of any store, that handles live dogs and/or cats and offers to bathe, trim, or groom the animal in any manner.
- (15) "Hobby kennel" means a noncommercial residential kennel with the purpose of keeping dogs and or cats owned by one individual. A hobby kennel is limited to a maximum of 10 dogs and/or cats.
- (16) "Inhumane treatment" means every act, omission, or neglect whereby unnecessary or unjustified physical pain or suffering is caused or permitted.
- (17) "Local law enforcement officer" means the police chief or his/her designee.
- (18) "Mill – puppy or kitten" means a large-scale, commercial breeding facility for dogs and/or cats in which profit is prioritized over the well being of the animals and/or where the health and welfare of the animals are not adequately provided for.
- (19) "Neglect" means the failure to provide proper food, potable water, adequate shelter, opportunity for exercise, or other care normal, usual, and proper for an animal's health and well being.
- (20) "Offer for sale" means to sell, offer for sale or adoption, advertise for the sale of, barter, auction, give away, or otherwise dispose of a live animal.
- (21) "Owner" is any person or entity that controls, maintains, possesses, has custody of, or otherwise provides care, shelter, protection, restraint, refuge, food, or nourishment in such a manner as to control an animal's activities.
- (22) "Pet shop" is any place, establishment, store, or department of any store, that handles live animals, including dogs, cats, rabbits, birds, reptiles, other fowl, or fish, and offers to sell or rent to the public such animals at retail or wholesale.
- (23) "Police dog" means a dog used by a law enforcement agency specially trained for law enforcement work and under the control of a dog handler.
- (24) "Provocation" means teasing, taunting, striking or other like action, or the unauthorized entry onto the premises where an animal is kept.
- (25) "Potentially dangerous" means an animal that, when unprovoked:
  - (a) Chases or approaches a person upon the streets, sidewalks or any other public grounds in a menacing fashion or apparent attitude of attack;
  - (b) Causes injury to or otherwise threatens the safety of a human or domestic animal; or
  - (c) Inflicts a bite upon a human or domestic animal either on public or private property.
- (26) "Secure enclosure" means a chain link enclosure consisting of secure sides and a secure top, or if without top, having sides which are at least eight feet high, and with a floor permanently attached to the sides, or having sides which are embedded at least one foot into the ground, and which is constructed of such material and closed in such manner that the animal(s) cannot exit on their own.
- (27) "Severe injury" means any physical injury that results in broken bones or disfiguring

- lacerations requiring multiple sutures or cosmetic surgery.
- (28) "Stray" is any animal loitering in a neighborhood or any public place without an apparent owner or home.
- (29) "Under control" means the animal is under voice and/or signal control so as to be thereby restrained from approaching any bystander or other animal or from causing or being the cause of physical or property damage when off a leash or off the premises of the owner.
- (30) The present tense shall include the past and future tenses, and the future, the present. Each gender shall include all genders. The singular number shall include the plural and the singular.

Whenever a power is granted to or a duty is imposed upon the humane society, poundmaster or other public officer, the power may be exercised or the duty may be performed by a deputy of the officer or by a person authorized pursuant to the law by the officer unless this chapter expressly provides otherwise.

**SECTION 2.** Port Orchard Municipal Code Section 7.16.080 ("Operation requirements") is hereby amended as follows (new text in underline):

**7.16.080 Operation requirements.**

- (1) Proper diet, fresh potable water, shelter, and medical attention shall be provided to all animals.
- (2) Food shall be stored in a fashion, which prevents contamination or infestation.
- (3) The facilities shall be maintained and operated in a healthful, sanitary manner free from disease, infestation and foul odors.
- (4) Sick animals shall be isolated from healthy animals in quarters adequately ventilated to prevent contamination of healthy animals.
- (5) Animals shall receive adequate food, water, and care on days when the facility is not open for business.
- (6) Animals shall be immunized from disease as is usual and customary for the animal's age and species.
- (7) Ownership of animal offered for sale: the owner/manager of the pet shop shall maintain written documentation of the source of all animals offered on consignment or otherwise being sold for compensation at a pet shop. Such documentation shall include a copy of the valid commercial kennel license for the source at time of breeding and disbursement. Records of all animals, reptiles, fish, or other animals offered for sale shall be readily available to enforcement and licensing agencies.
- (8) Pet shops are prohibited from offering for sale dogs or cats that have been obtained from a puppy mill or kitten mill, as defined in POMC 7.01.010.

**SECTION 3.** Severability. If any section, sentence, clause or phrase of this Ordinance

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

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

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

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this \_\_\_\_\_ day of April 2018.

Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

Brandy Rinearson, CMC, City Clerk

Fred Chang, Councilmember

APPROVED AS TO FORM:

Sharon Cates, City Attorney

PUBLISHED:

EFFECTIVE DATE:

**ORDINANCE NO. \_\_\_\_\_ (ORIGINAL WORK STUDY ORDINANCE 3/9/2018)**

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING CHAPTER 7.16 (“PET SHOPS, ANIMAL SHELTERS AND BOARDING KENNELS”) OF THE PORT ORCHARD MUNICIPAL CODE TO BAN THE SALE OF DOGS AND CATS BRED AND RAISED AT “PUPPY MILLS” OR “KITTEN MILLS”; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE.

**WHEREAS**, the City Council has determined that it is in the best interests of the City of Port Orchard to amend Chapter 7.16 of the Port Orchard Municipal Code, entitled “Pet Shops, Animal Shelters and Boarding Kennels”, to adopt reasonable regulations to reduce costs to the City and its residents, protect the citizens of the City who may purchase cats and dogs from a pet shop, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more healthy and humane environment in the City; and

**WHEREAS**, a significant number of puppies and kittens sold at pet shops come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for ("puppy mills" and "kitten mills," respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet shop dogs and cats come from puppy mills and kitten mills; and

**WHEREAS**, the documented abuses endemic to puppy and kitten mills include: over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

**WHEREAS**, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet shops due to both a lack of education on the issue and misleading tactics of pet shops in some cases. These health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

**WHEREAS**, current federal, Washington State, and Kitsap County regulations do not adequately address the sale of animals in pet shops; and

**WHEREAS**, restricting the retail sale of cats and dogs to only those sourced from animal welfare organizations is likely to decrease the demand for animals bred in puppy

and kitten mills and increase demand for animals from animal welfare organizations and thereby reduce the number of homeless animals and animal control costs; and

**WHEREAS**, across the country, thousands of independent pet shops, as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of cats and dogs. These shops collaborate with local animal welfare organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

**WHEREAS**, this ordinance will not affect a consumer's ability to obtain cats and dogs directly from an animal welfare organization or from a breeder where the consumer can see directly the conditions in which the cats and dogs are bred, or can confer directly with the breeder concerning those conditions; **NOW THEREFORE**,

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

**SECTION 1.** Port Orchard Municipal Code Section 7.16.095 ("Selling Animals from Puppy or Kitten Mills Prohibited") is hereby adopted as follows:

**7.16.095 Selling Animals from Puppy or Kitten Mills Prohibited.**

(1) Definitions.

(a) "Offer for sale" means to sell, offer for sale or adoption, advertise for the sale of, barter, auction, give away, or otherwise dispose of a dog or cat.

(b) "Pet shop" means a retail establishment where dogs and cats are sold, exchanged, bartered, or offered for sale as pet animals to the general public at retail. Such definition shall not include an animal shelter or animal rescue league, as defined.

(2) Restrictions on the Sale of Animals.

(a) A pet shop may offer for sale only those dogs and cats that the pet shop has obtained from or displays in cooperation with an animal shelter or an animal rescue league.

(b) A pet shop shall not offer for sale a dog or cat that is younger than eight weeks old.

(3) Record Keeping and Disclosure. A pet shop shall maintain records stating

the name and address of the animal shelter or animal rescue league that each cat or dog was obtained from for at least two years following the date of acquisition. Such records shall be provided to new owners at the time the ownership of the animal is transferred, and to the animal control authority immediately upon request. Each pet shop shall display on each cage a label stating the name and address of the animal shelter or animal rescue league of each animal kept in the cage.

**SECTION 2.** Port Orchard Municipal Code Section 7.16.110 (“Revocation”) is hereby amended as follows (deleted text in ~~strike through~~; new text in underline):

**7.16.110 Revocation.**

The animal control authority may revoke a license issued pursuant to this chapter if the licensed pet shop, boarding kennel, and/or animal shelter is operating in violation of POMC 7.16.010, 7.16.080, ~~or 7.16.090~~ or 7.16.095.

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

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

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

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this \_\_\_\_\_ day of March 2018.

Robert Putansuu, Mayor

ATTEST:

SPONSOR:

Brandy Rinearson, CMC, City Clerk

, Councilmember



APPROVED AS TO FORM:

Sharon Cates, City Attorney

PUBLISHED:  
EFFECTIVE DATE:

**ORDINANCE NO. \_\_\_\_\_ (REDLINE REPLACEMENT ORDINANCE 3/22/2018)**

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING CERTAIN SECTIONS OF TITLE 7 (“ANIMALS”) OF THE PORT ORCHARD MUNICIPAL CODE TO PROHIBIT THE SALE OF DOGS AND CATS OBTAINED FROM “PUPPY MILLS” OR “KITTEN MILLS”; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE.

**WHEREAS**, the City Council has determined that it is in the best interests of the City of Port Orchard to amend certain sections of Title 7 of the Port Orchard Municipal Code, entitled “Animals”, to prohibit the sale of dogs and cats obtained from puppy mills or kitten mills, in an effort to reduce costs to the City and its residents, protect the citizens of the City who may purchase dogs and cats from a pet shop, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more healthy and humane environment in the City; and

**WHEREAS**, a significant number of puppies and kittens sold at pet shops come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for ("puppy mills" and "kitten mills," respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet shop dogs and cats come from puppy mills and kitten mills; and

**WHEREAS**, the documented abuses endemic to puppy and kitten mills include: over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

**WHEREAS**, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet shops due to both a lack of education on the issue and misleading tactics of pet shops in some cases. These health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

**WHEREAS**, current federal, Washington State, and Kitsap County regulations do not adequately address the sale of animals in pet shops; and

**WHEREAS**, this ordinance will not affect consumers’ ability to obtain dogs and cats from pet shops when those dogs and cats do not originate from puppy mills or kitten mills, or to obtain them directly from an animal welfare organization or from a breeder where the consumer can see directly the conditions in which the cats and dogs are bred, or can confer directly with the breeder concerning those conditions; **NOW THEREFORE**,

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

**SECTION 1.** Port Orchard Municipal Code Section 7.01.010 (“Definitions”) is hereby amended as follows (deleted text ~~in strikethrough~~; new text in underline):

**7.01.010 Definitions.**

Within the provisions of this title, the following definitions shall apply:

- (1) “Animal” is a female, spayed female, male or neutered male animal, including any goat, horse, mule, cattle, swine or other domestic livestock used or raised on a farm, and any living vertebrate creature including reptiles or birds and excluding any marine mammals, fish or man. Animal also includes dogs or cats unless specifically excluded.
- (2) “Animal control authority” means the Kitsap Humane Society or other agency or organization designated as the animal control authority in an animal control services agreement.
- (3) “Abandonment” means the owner has left the animal for a period of 24 hours without making effective provisions for its proper care.
- (4) “Adequate shelter” means a moisture proof and wind proof structure that allows the animal to turn around freely, sit easily, stand and lie normally, and that keeps the animal clean, dry and comfortable.
- (5) “At large” is off the premises of the owner or keeper of the dog, or animal, and not under restraint by leash or chain or not otherwise controlled by a competent person.
- (6) “Boarding kennel” means a commercial establishment with the purpose of keeping, caring for, and/or boarding dogs and or cats. No animals shall be offered for sale and no breeding for commercial sale shall occur on the premises.
- (7) “Cat” is a female, spayed female, male, or neutered male cat.
- (8) “Commercial kennel” means an establishment for the breeding and/or sale of dogs and/or cats.
- (9) “Court” means Port Orchard municipal court.
- (10) “Dangerous animal” means any animal that:
  - (a) Inflicts severe injury on a human being without provocation on public or private property;
  - (b) Kills a domestic animal without provocation while the attacking animal is off the owner’s property; or
  - (c) Has been previously found to be potentially dangerous because of injury inflicted on a human, the owner having received notice of such, and the animal again aggressively bites, attacks, or endangers the safety of humans.  
This definition shall not include a police dog as defined in RCW 4.24.410.
- (11) “Dog” is a female, spayed female, male or neutered male dog.

- (12) "Dog handler" means a law enforcement officer who has successfully completed training as prescribed by the Washington State Criminal Justice Training Commission in police dog handling.
- (13) "Domestic livestock" means any male or female hoofed animal.
- (14) "Grooming parlor" means any place, establishment, store or department of any store, that handles live dogs and/or cats and offers to bathe, trim, or groom the animal in any manner.
- (15) "Hobby kennel" means a noncommercial residential kennel with the purpose of keeping dogs and or cats owned by one individual. A hobby kennel is limited to a maximum of 10 dogs and/or cats.
- (16) "Inhumane treatment" means every act, omission, or neglect whereby unnecessary or unjustified physical pain or suffering is caused or permitted.
- (17) "Local law enforcement officer" means the police chief or his/her designee.
- (18) "Mill – puppy or kitten" means a large-scale, commercial breeding facility for dogs and/or cats in which profit is prioritized over the well being of the animals and/or where the health and welfare of the animals are not adequately provided for.
- ~~(1819)~~ "Neglect" means the failure to provide proper food, potable water, adequate shelter, opportunity for exercise, or other care normal, usual, and proper for an animal's health and well being.
- (20) "Offer for sale" means to sell, offer for sale or adoption, advertise for the sale of, barter, auction, give away, or otherwise dispose of a live animal.
- ~~(1921)~~ "Owner" is any person or entity that controls, maintains, possesses, has custody of, or otherwise provides care, shelter, protection, restraint, refuge, food, or nourishment in such a manner as to control an animal's activities.
- ~~(2022)~~ "Pet shop" is any place, establishment, store, or department of any store, that handles live animals, including dogs, cats, rabbits, birds, reptiles, other fowl, or fish, and offers to sell or rent to the public such animals at retail or wholesale.
- ~~(2123)~~ "Police dog" means a dog used by a law enforcement agency specially trained for law enforcement work and under the control of a dog handler.
- ~~(2224)~~ "Provocation" means teasing, taunting, striking or other like action, or the unauthorized entry onto the premises where an animal is kept.
- ~~(2325)~~ "Potentially dangerous" means an animal that, when unprovoked:
- (a) Chases or approaches a person upon the streets, sidewalks or any other public grounds in a menacing fashion or apparent attitude of attack;
  - (b) Causes injury to or otherwise threatens the safety of a human or domestic animal; or
  - (c) Inflicts a bite upon a human or domestic animal either on public or private property.
- ~~(2426)~~ "Secure enclosure" means a chain link enclosure consisting of secure sides and a secure top, or if without top, having sides which are at least eight feet high, and with a floor permanently attached to the sides, or having sides which are embedded at least one foot into the ground, and which is constructed of such material and closed in such manner that the animal(s) cannot exit on their own.
- ~~(2527)~~ "Severe injury" means any physical injury that results in broken bones or

disfiguring lacerations requiring multiple sutures or cosmetic surgery.

~~(2628)~~ “Stray” is any animal loitering in a neighborhood or any public place without an apparent owner or home.

~~(2729)~~ “Under control” means the animal is under voice and/or signal control so as to be thereby restrained from approaching any bystander or other animal or from causing or being the cause of physical or property damage when off a leash or off the premises of the owner.

~~(2830)~~ The present tense shall include the past and future tenses, and the future, the present. Each gender shall include all genders. The singular number shall include the plural and the singular.

Whenever a power is granted to or a duty is imposed upon the humane society, poundmaster or other public officer, the power may be exercised or the duty may be performed by a deputy of the officer or by a person authorized pursuant to the law by the officer unless this chapter expressly provides otherwise.

**SECTION 2.** Port Orchard Municipal Code Section 7.16.080 (“Operation requirements”) is hereby amended as follows (new text in underline):

**7.16.080 Operation requirements.**

- (1) Proper diet, fresh potable water, shelter, and medical attention shall be provided to all animals.
- (2) Food shall be stored in a fashion, which prevents contamination or infestation.
- (3) The facilities shall be maintained and operated in a healthful, sanitary manner free from disease, infestation and foul odors.
- (4) Sick animals shall be isolated from healthy animals in quarters adequately ventilated to prevent contamination of healthy animals.
- (5) Animals shall receive adequate food, water, and care on days when the facility is not open for business.
- (6) Animals shall be immunized from disease as is usual and customary for the animal’s age and species.
- (7) Ownership of animal offered for sale: the owner/manager of the pet shop shall maintain written documentation of the source of all animals offered on consignment or otherwise being sold for compensation at a pet shop. Such documentation shall include a copy of the valid commercial kennel license for the source at time of breeding and disbursement. Records of all animals, reptiles, fish, or other animals offered for sale shall be readily available to enforcement and licensing agencies.

(8) Pet shops are prohibited from offering for sale dogs or cats that have been obtained from a puppy mill or kitten mill, as defined in POMC 7.01.010.

**SECTION 3.** Severability. If any section, sentence, clause or phrase of this Ordinance

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

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

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

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this \_\_\_\_\_ day of April 2018.

Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

Brandy Rinearson, CMC, City Clerk

Fred Chang, Councilmember

APPROVED AS TO FORM:

Sharon Cates, City Attorney

PUBLISHED:

EFFECTIVE DATE:



# City of Port Orchard Council Meeting Agenda

## April 10, 2018

### 6:30 p.m.

#### Mayor:

Rob Putaansuu  
Administrative Official

#### Councilmembers:

Bek Ashby  
**Chair:** ED/Tourism/LT Committee  
**Staff:** Development Director  
Finance Committee  
KRCC / PSRC TransPol / KRCC TransPol  
KRCC PlanPol-alt / PRTPO

Shawn Cucciardi  
Finance Committee  
Land Use Committee  
PSRC EDD-alt

Fred Chang  
Utilities Committee  
Sewer Advisory Committee (SAC)  
**Staff:** Development Director

Jay Rosapepe  
ED/Tourism/LT Committee  
Utilities Committee  
Sewer Advisory Committee (SAC)  
KRCC-alt / KRCC TransPol-alt

John Clauson  
**Chair:** Finance Committee  
**Staff:** Finance Director  
Kitsap Public Health District-alt  
KEDA/KADA-alt

Cindy Lucarelli  
**Chair:** Utilities and SAC Committee  
**Staff:** Public Works Director  
**Chair:** Chimes and Lights Committee  
**Staff:** City Clerk  
KEDA/KADA

Scott Diener (Mayor Pro-Tempore)  
**Chair:** Land Use Committee  
**Staff:** Development Director  
ED/Tourism/LT Committee  
PSRC Growth Mgmt-alt

#### Department Directors:

Nicholas Bond, AICP  
Development Director  
Mark Dorsey, P.E.  
Director of Public Works/City Engineer

Debbie Hunt  
Court Administrator

Noah Crocker, M.B.A.  
Finance Director

Geoffrey Marti  
Police Chief

Brandy Rinearson, MMC, CPPO  
City Clerk

#### Contact us:

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

## 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. When recognized by the Mayor, please state your name for the official record)*

## 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 Checks, Payroll, and Electronic Payments

### B. Approval of the March 27, 2018, Council Meeting Minutes **Page 3**

## 5. PRESENTATION

### A. Review of Biennial Budget (Crocker)

## 6. PUBLIC HEARING

## 7. BUSINESS ITEMS

### A. Adoption of a Resolution Approving Medical Benefits for Non-Union Represented Executive Exempt and Non-Exempt Employees (Howard) **Page 9**

### B. Adoption of a Resolution Approving the Job Description and Salary Scale for the Public Works Utilities/Facilities Operations Manager (Dorsey) **Page 13**

### C. Adoption of a Resolution Approving a Contract with Neptune Marine LLC for the McCormick Village Park Phase 2 Project and Documenting Procurement Procedures (Dorsey) **Page 21**

### D. Adoption of a Resolution Approving a Contract with JMG Constructors, LLC for the Well No. 9 Water Quality Retrofit Project and Documenting Procurement Procedures (Dorsey) **Page 61**

### E. Approval of the March 20, 2018, Council Work Study Session Minutes **Page 99**

### F. Discussion: Ban on Retail Sales of Puppies and Kittens from Mill Breeders (Bond) **Page 103**

### G. Discussion: Council Retreat Agenda and Overview of Proposed Visioning Session (Mayor) **Page 119**

## 8. REPORTS OF COUNCIL COMMITTEES

9. REPORT OF MAYOR

10. REPORT OF DEPARTMENT HEADS

11. 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)

12. 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.

13. ADJOURNMENT

COMMITTEE MEETINGS

COMMITTEE MEETINGS	Date & Time	Location
Finance	April 24, 2018; 7:30am	City Hall
Economic Development and Tourism	April 9, 2018; 9:00am	City Hall
Utilities	April 16, 2018; 9:30am	City Hall
Sewer Advisory	April 18, 2018; 6:30pm	SKWRF*
Land Use	May 7, 2018; 7:30am	DCD**
Lodging Tax Advisory	TBD	City Hall
Festival of Chimes & Lights	April 16, 2018; 3:30pm	City Hall
Council Retreat	May 18, 2018; 9:00am	Puerta Vallarta***
Outside Agency Committees	Varies	Varies

\* South Kitsap Water Reclamation Facility, 1165 Beach Drive East, Port Orchard  
\*\*DCD, Department of Community Development, 720 Prospect Street, Port Orchard  
\*\*\*1599 SE Lund Avenue, Port Orchard

CITY COUNCIL GOOD OF THE ORDER





**City of Port Orchard  
Council Meeting Minutes  
Regular Meeting of March 27, 2018**

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**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:

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

Staff present: Public Works Director Dorsey, Finance Director Crocker, City Attorney Cates, City Clerk Rinearson, HR Coordinator Deborah Howard, Code Enforcement Price, and Deputy City Clerk Floyd were also present.

**A. PLEDGE OF ALLEGIANCE**

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

**2. APPROVAL OF AGENDA**

**MOTION:** By Councilmember Ashby, seconded by Councilmember Lucarelli, to approve the agenda as presented.

**The motion carried.**

**3. CITIZENS COMMENTS**

No citizen comments were made.

**4. CONSENT AGENDA**

**A.** Approval of Check Nos. 73951 through 74042 totaling \$600,619.27; and Bi-Weekly Payroll including Check Nos. 147894 through 147911 totaling \$436,322.39.

**MOTION:** By Councilmember Clauson, seconded by Councilmember Cucciardi, to approve the consent agenda as presented.

**The motion carried.**

## **5. PRESENTATION**

### **A. Kitsap Economic Development Alliance (KEDA)**

John Powers, KEDA Executive Director, gave an update on projects and development in the community. He also discussed the 4<sup>th</sup> quarterly report for 2017.

## **6. PUBLIC HEARING**

### **A. Abatement of a Dangerous Building at 1398 Canyon Lane**

Mayor Putaansuu opened the public hearing, and there being no testimony, closed the public hearing at 6:51 p.m.

## **7. BUSINESS ITEMS**

### **A. Adoption of an Ordinance Amending Port Orchard Municipal Code Chapter 10.12 Establishing Regulations and Fees Related to Parking, Stopping, or Standing, in Certain Areas of the City**

**MOTION:** By Councilmember Diener, seconded by Councilmember Rosapepe, to adopt an ordinance, thereby updating POMC Chapter 10.12.500 and 10.12.580, regarding parking, stopping or standing in certain areas of the City, with final form approved by the City Attorney.

**The motion carried.  
(Ordinance No. 001-18)**

### **B. Adoption of a Resolution Approving the Memorandums of Understanding with Teamsters Local 589 for Medical Benefits**

**MOTION:** By Councilmember Cucciardi, seconded by Councilmember Diener, to adopt a resolution, approving the Memorandums of Understanding between the City and the Teamsters.

**The motion carried.  
(Resolution No. 016-18)**

### **C. Adoption of a Resolution Approving a Contract with Beard's Window Covering for the City Hall Window Covering Replacement**

**MOTION:** By Councilmember Chang, seconded by Councilmember Diener, to adopt a Resolution No. 013-18, thereby approving Contract No. C017-18 with Beard's Window Coverings in an amount not to exceed \$8,554.32 (applicable taxes included) for the City Hall Window Covering Replacement Project.

**The motion carried.  
(Resolution No. 013-18)**

**D. Adoption of a Resolution Approving a Contract with Department of Commerce for the 2017-2019 Rockwell Park Grant**

**MOTION:** By Councilmember Cucciardi, seconded by Councilmember Clauson, to adopt Resolution No. 014-18, thereby approving Contract No. C030-18 with the Department of Commerce (Contract No. 18-96616-049) and accepting a Local and Community Projects Program grant award of \$299,730 for the design, permitting and construction of the 2017-2019 Rockwell Park.

**The motion carried.  
(Resolution No. 014-18)**

**E. Adoption of a Resolution Approving a Contract with Exeltech Engineering, Inc. for the 2018-2019 Rockwell Park Ad Ready Design and Procurement Documentation**

**MOTION:** By Councilmember Lucarelli, seconded by Councilmember Clauson, to adopt Resolution No. 008-18, thereby approving Contract No. C022-18 with Exeltech Engineering, Inc. in the amount not to exceed \$56,233.61 for the 2018-2019 Rockwell Park Ad Ready Design and Permitting and documenting the Professional Services procurement procedures pursuant to RCW 39.80.

**The motion carried.  
(Resolution No. 008-18)**

**F. Adoption of a Resolution to Pursue Cost Recovery from the Property Owner for the Abatement of a Dangerous Building at 1398 Canyon Lane**

Code Enforcement Price spoke to the abatement and cost recovery process.

**MOTION:** By Councilmember Ashby, seconded by Councilmember Lucarelli, to adopt a resolution and accept the abatement report directing that the City attempt to recover the costs from the property owner of record at the time of the abatement.

**The motion carried.  
(Resolution No. 017-18)**

**G. Approval of Change Order No. 2 to Contract No. 042-17 with SCJ Alliance for the 2017-2018 Sedgwick Road (SR 160) and Bethel Road Conceptual Study**

**MOTION:** By Councilmember Clauson seconded by Councilmember Ashby, to authorize the Mayor to execute Change Order No. 2 to Contract No. C042-17 with the SCJ Alliance Consulting Services for the revised total contract amount not to exceed \$199,881.00 for the 2017-2018 Sedgwick Road (SR 160) and Bethel Road Conceptual Corridor Study.

**The motion carried.**

**H. Approval of a Contract with Tyler Technologies for Software Purchase**

**MOTION:** By Councilmember Clauson, seconded by Councilmember Cucciardi, to approve and authorize the Mayor to execute an agreement with Tyler Technologies for the purchase of software.

**The motion carried.**  
**(Contract No. 033-18)**

**I. Approval of the March 13, 2018, Council Meeting Minutes**

**MOTION:** By Councilmember Diener, seconded by Councilmember Rosapepe, to approve the minutes as amended, for March 13<sup>th</sup>. Councilmembers Ashby and Cucciardi abstained.

**The motion carried. Councilmembers Cucciardi and Ashby abstained.**

**J. Update: Review of Code Enforcement Dangerous/Unfit Buildings**

Mayor Putaansuu provided an update of dangerous and unfit properties that Code Enforcement is working on.

In response to Councilmember Rosapepe, Code Enforcement Price discussed the abatement process.

Councilmember Cucciardi thanked Code Enforcement Price for working, and staying, on top of this process.

**8. REPORTS OF COUNCIL COMMITTEES**

Mayor Putaansuu reported the Finance Committee is scheduled to meet April 24<sup>th</sup>.

Councilmember Clauson reported on the March 23<sup>rd</sup> Finance Committee meeting.

Councilmember Ashby reported the Economic Development and Tourism Committee is scheduled to meet April 9<sup>th</sup>.

Councilmember Lucarelli reported on the March 19<sup>th</sup> Utilities Committee meeting. The next meeting is scheduled for April 16<sup>th</sup>. The Sewer Advisory Committee is scheduled to meet April 18<sup>th</sup>. She reported on the March 19<sup>th</sup> Chimes and Lights Committee meeting. The next meeting is scheduled for April 16<sup>th</sup>.

Councilmember Diener reported the Land Use Committee is scheduled to meet April 2<sup>nd</sup>; however, it may be cancelled, and if so, the next meeting would be scheduled for May 7<sup>th</sup>.

Mayor Putaansuu reported on the Council retreat which is scheduled for May 18<sup>th</sup>. He also reported on the Kitsap Transit Board Composition Review Committee.

Councilmember Ashby reported KRCC [Kitsap Regional Coordinating Council] is working on transportation funding and PSRC [Puget Sound Regional Council] approved regional centers.

## **9. REPORT OF MAYOR**

Mayor Putaansuu reported on the following:

- Engineering Tech II position;

**MOTION:** By Councilmember Clauson, seconded by Councilmember Diener, to Adjust the Wage for the Engineering Tech II position by increasing it by \$1.25 and Change the Title to Engineering Tech III.

### **The motion carried.**

- Promoting the City's Utilities and Public Works Manager;
- Website analytics;
- Community Service Day;
- Opportunity zones;
- Update on 640 Bay Street; and
- Possible town hall meeting on May 29<sup>th</sup> regarding single use plastic bags.

## **10. REPORT OF DEPARTMENT HEADS**

Finance Director Crocker reported on addressing the City's non-union employees to make sure they are offered the same benefits as the union employees.

HR Coordinator Howard reported on employment opportunities with the City.

### **11. CITIZENS COMMENTS**

**Gerry Harmon** has concerns regarding Code Enforcement Price's comments on the Kitsap Street house zoning discussed earlier in the meeting.

### **12. EXECUTIVE SESSION**

At 8:15 p.m., Mayor Putaansuu recessed the meeting for a 10-minute executive session to discuss potential litigation pursuant to RCW 42.30.110(2)(a). City Attorney Cates, Public Works Director Dorsey, and Finance Director Crocker were invited to attend.

At 8:25 p.m., Mayor Putaansuu extended the executive session an additional 5 minutes.

At 8:30 p.m., Mayor Putaansuu reconvened Council back into regular session.

### **13. ADJOURNMENT**

The meeting adjourned at 8:30 p.m. No other action was taken. Audio/Visual was successful.

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Brandy Rinearson, MMC, City Clerk

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Robert Putaansuu, Mayor



**City of Port Orchard**

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

**Agenda Staff Report**

Agenda Item No.:	<u>Business Item 7A</u>	Meeting Date:	<u>April 10, 2018</u>
Subject:	<u>Adoption of a Resolution Approving</u>	Prepared by:	<u>Deborah Howard</u>
	<u>Medical Benefits for Non-Union</u>		<u>HR Coordinator</u>
	<u>Represented Executive Exempt and</u>	Atty Routing No:	<u>NA</u>
	<u>Non-Exempt Employees</u>	Atty Review Date:	<u>NA</u>

**Summary:** AWC will no longer offer Health First and Group Health \$10 copay beginning January 1, 2018. The following is a change that is recommended by the City Council to match the Union Contracts over a suitable alternative health insurance plan for non-union represented employees. The City has secured alternative health insurance from AWC to cover City employees called the Health First 250 Plan and Kaiser Permanente 200, which are very similar, but not identical, to Health First and Group Health \$10 copay; and,

1. For non-union represented Executive Exempt and Non Exempt employees who enroll in the Kaiser Permanente 200 health care plan as of January 1, 2018, a one-time payment into the employee’s HRA/VEBA account of: (a) two hundred dollars (\$200) if the employee enrolls in an employee-only plan; or (b) four hundred dollars (\$400) if the employee enrolls in an employee plus spouse/dependent(s) plan, to address the new health care plan deductible;
2. For non-union represented Executive Exempt and Non Exempt employees who enroll in the Health First 250 health care plan as of January 1, 2018, a one-time payment into the employee’s HRA/VEBA account of: (a) two hundred and fifty dollars (\$250) if the employee enrolls in an employee-only plan; or (b) up to seven hundred and fifty dollars (\$750) if the employee enrolls in an employee plus spouse/dependent(s) plan, to address the new health care plan deductible;
3. For non-union represented Executive Exempt and Non-Exempt employees who enroll in the Health First 250 or Kaiser Permanente 200 health care plans as of January 1, 2018, a one-time payment \$150 into the employee’s HRA/VEBA account to address additional medical impacts of the health insurance plan change.

**Recommendation:** The Council Finance Committee recommends adoption of a Resolution approving the employee medical benefits for non-union represented Executive Exempt and nonexempt employees to match the medical benefits reflected in the union contracts.

**Relationship to Comprehensive Plan:** None.

**Motion for Consideration:** I move to adopt Resolution -18 to approve the employee medical benefits for non-union represented Executive Exempt and nonexempt employees to match the medical benefits reflected in the union contracts.

**Fiscal Impact:** Changes are within currently budgeted wage and benefit amounts.

**Alternatives:** Not approve this request.

**Attachments:** Resolution.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, ESTABLISHING CERTAIN EMPLOYEE MEDICAL HEALTH BENEFITS FOR NON-UNION REPRESENTED EMPLOYEES CLASSIFIED AS FLSA EXECUTIVE EXEMPT AND NOT EXEMPT.**

**WHEREAS**, AWC will no longer offer Health First and Group Health \$10 copay beginning January 1, 2018. The following is a change that is recommended by the City Council to match the Union Contracts over a suitable alternative health insurance plan for non-union represented employees; and

**WHEREAS**, The City has secured alternative health insurance from AWC to cover City employees called the Health First 250 Plan and Kaiser Permanente 200, which are very similar, but not identical, to Health First and Group Health \$10 copay; and,

1. For non-union represented Executive Exempt and Non Exempt employees who enroll in the Kaiser Permanente 200 health care plan as of January 1, 2018, a one-time payment into the employee's HRA/VEBA account of: (a) two hundred dollars (\$200) if the employee enrolls in an employee-only plan; or (b) four hundred dollars (\$400) if the employee enrolls in an employee plus spouse/dependent(s) plan, to address the new health care plan deductible;
2. For non-union represented Executive Exempt and Non Exempt employees who enroll in the Health First 250 health care plan as of January 1, 2018, a one-time payment into the employee's HRA/VEBA account of: (a) two hundred and fifty dollars (\$250) if the employee enrolls in an employee-only plan; or (b) up to seven hundred and fifty dollars (\$750) if the employee enrolls in an employee plus spouse/dependent(s) plan, to address the new health care plan deductible;
3. For non-union represented Executive Exempt and Non-Exempt employees who enroll in the Health First 250 or Kaiser Permanente 200 health care plans as of January 1, 2018, a one-time payment \$150 into the employee's HRA/VEBA account to address additional medical impacts of the health insurance plan change; now, therefore,

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

**THAT:** the City Council deems it in the best interest of the City to review and update employee benefits and has determined it is appropriate to provide the non-union represented Executive Exempt and non-exempt employees the same Medical Benefits as the represented employees; now, therefore,

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 10<sup>th</sup> day of April 2018.

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Robert Putaansuu, Mayor

ATTESTED:

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Brandy Rinearson, MMC, City Clerk



**City of Port Orchard**

216 Prospect Street, Port Orchard, WA 98366  
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**Agenda Staff Report**

Agenda Item No.: Business Item 7B  
Subject: Adoption of a Resolution Approving the  
Job Description and Salary Scale for the  
Public Works Utilities/Facilities Operations  
Manager

Meeting Date: April 10, 2018  
Prepared by: Mark R. Dorsey, P.E.  
Public Works Director  
Atty Routing No.: NA  
Atty Review Date: NA

**Summary:** The Public Works/Engineering Department requested a review of the current Water/Sewer Utility Manager Job Description and Salary Scale. Upon the completion of that review, it was determined that to bring the current position commensurate with the new responsibilities and to improve the City’s compensation structure, a new Job Description and Salary Scale is warranted. Therefore, a new position was reviewed by the Finance Committee on March 22, 2018, and it was agreed that the current Water/Sewer Utility Manager position be revised to the Public Works Utilities/Facilities Operations Manager with Job Description and Salary Scale, starting at the Year-1 Level, commensurate with those new responsibilities.

**Recommendation:** The Finance Committee recommends approval of adoption of Resolution No. 015-18, thereby approving a new Job Description and Salary Scale, starting at the Year-1 Level, reflecting the Public Works Utilities/Facilities Operations Manager position within Public Works/Engineering Department.

**Relationship to Comprehensive Plan:** None

**Motion for Consideration:** I move to adopt a Resolution, thereby approving a new Job Description and Salary Scale, starting at the Year-1 Level, reflecting the Public Works Utilities/Facilities Operations Manager position within Public Works/Engineering Department.

**Fiscal Impact:** A budget amendment may be required for the increased wage and benefit amounts.

**Alternatives:** Do not approve this request.

**Attachments:** Resolution, Job Description, and Salary Scale.

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# CITY OF PORT ORCHARD

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## JOB DESCRIPTION

**Job Title:** Utilities/Facilities Operations Manager

**FLSA:** Exempt

**Civil Service:** Exempt

**Department:** Public Works Department

**Reports To:** Public Works Director/City Engineer

The position of Utilities and Facilities Operations Manager is a full-time position. It is anticipated that the utilities and Facilities Operations Manager will be required to attend meetings, other than during normal work hours and may be called back to work before or after regularly scheduled work hours or on scheduled days off as needed.

### **Major Function and Purpose**

The primary function of the Utilities and Facilities Operations Manager will be to perform managerial responsibilities and coordinate resources in maintenance, and operational activities for roads, water, sewer, storm water, parks, utility and wastewater operations and municipal facilities. Responsibilities may include planning long-range improvements, overseeing budgets, allocating resources, administering contracts and permits, coordinating contractors, and overseeing operations. The Utilities and Facilities Operations Manager will also supervise and/or coordinate the routine maintenance and new construction of all water system improvements for the City, as well as providing initial plan review and oversight for the construction of private development improvements within the City. The Utilities and Facilities Operations Manager will also assist the Public Works Director/City Engineer in preparing water system grants.

### **General Function**

Employees assigned to this job classification are responsible for the oversight of the Public Works Shop and mentoring of the Public Works Foreman to complete general administration, daily operations, maintenance, and construction project review AND inspections in a timely and cost-effective manner. Responsibility also includes oversight City's mandatory compliance and administration of the National Pollutant Discharge Elimination System (NPDES) – Phase 2 Permit through the supervision of the Storm Water Manager. Work is performed with considerable independence under the direction of the Public Works Director/City Engineer. The Public Works Director/City Engineer and Utilities and Facilities Operations Manager will evaluate work for both quality and timeliness of completed projects through reports, observations and results obtained. The Utilities and Facilities Operations Manager will also participate/coordinate with the Mayor and Council Committees as needed and will work with the Public Work Director/City Engineer on the management of long range and immediate Public Works Utilities goals, scope, budget and final product.

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### **Supervision Responsibilities**

Under the supervision of the Public Works Director/City Engineer, the Utilities and Facilities Operations Manager will organize and supervise the Public Works Foreman and Storm Water Program Manager within the Public Works and Engineering Department. All work shall be consistent with pertinent State and Federal rules and City ordinances and policies.

### **Job Duties and Responsibilities**

This job description reflects general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assign, including working in other function areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the work load. Specific duties and responsibilities include, but are not limited to:

- Prepare the annual work program and budget, including short and long term planning and scheduling; coordinate all work and functions of the maintenance and operations of the City's infrastructure.
- Provide general oversight, coordination and/or mentoring of the Public Works Foreman for the daily operation and maintenance of the City's public utilities (water system, sanitary sewer system and storm drainage system), public streets (roads, sidewalks, pavement marking, signage, illumination, etc.) and Public Parks/Facilities, as needed.
- Implement maintenance and repair schedules and projects for water/facility/grounds, wastewater and storm water transmission and distribution infrastructure, equipment and systems.
- Establish and direct the preventative maintenance program for City-owned buildings and parks; determines by inspection the need and feasibility of major repairs for replacement of parts of equipment or facilities.
- Oversight in the proper inventory levels to ensure the availability of equipment and materials to meet current and anticipated operating requirement of materials and parts for maintenance and repair work.
- Provide coordination as needed between the Public Works Foreman and the Permit Center (as needed) for water, sanitary sewer, storm drainage and street system plan review (private and public) comments/redlines.
- Manage the general administration, daily operation and maintenance of the City's water system(s) and including the attendance of Utility Committee and/or City Council meetings as requested.
- Prepare and submit all required Project Reports and documentation to the Department of Health, Department of Ecology and all other Agencies in which the City is requite to report.
- Assist in the planning and implementation of the City's water and sewers System Plan compliance and capital projects.

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- Provide water and sanitary sewer system availability (through concurrency review) and feasibility information to project proponents as needed.
  - Coordinate and/or oversee Inspections for both City and Non-City (private development) utility projects in progress.
  - Prepare and maintain records and reports and monitor work program budget; report variances in expenditure levels, ensure expenditures conform to budgeted amounts and take corrective actions. Advise the Public Works Director to ensure that work is accomplished efficiently, advise on maintenance and operation issues.
  - Assist the Public Works Director/City Engineer as needed in the coordination of activities of the Public Works Department with other Departments within the City.
  - Implement and direct operating, personnel safety, performance standards and financial policies and procedures of supervised personnel.
  - Manage staff priorities, assigns and monitor work/projects; oversight of employee development, performance management, ensures resources are available for the operations, discipline and the hiring and selections process.
  - Coordinate and/or participate in various water system activities, including but not limited to:
    - General water system oversight (operations and maintenance)
    - Installation of water pipe and water system appurtenances (valves, hydrants, etc.)
    - Water system repair projects
    - Water meter reading and water meter maintenance
    - Water pumps

### **Knowledge, Skills and Abilities**

While requirements may be representative of minimum levels of knowledge, skills and abilities, to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently:

- Demonstrated knowledge of the methods, procedures and equipment used in the day-to-day operations, repair and maintenance of the City's water, sanitary sewer and storm drainage system(s), and the City's parks and facilities improvements as well.
- Demonstrated knowledge in the general administration, reporting, daily operations, maintenance/repairs and budgeting oversight as required for Water System Plan compliance.
- Demonstrated knowledge of principles of management and supervision.
- Demonstrated knowledge of the occupational hazards and safety precautions applicable to public works projects.
- Demonstrated skill in effective communication both oral and written, sufficient to exchange

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or convey information and to receive or provide work direction.

- Demonstrated knowledge of compliance with local, Washington State and federal environmental laws and regulations
- Ability to:
  - Oversee the operation of a public utility system in compliance with DOH and DOE requirements
  - Maintain records and prepare work reports
  - Gauge project progress and recommend adjustments to meet deadlines or adapt to changing conditions in the field
  - Comprehend technical instructions and repair manuals
  - Effectively supervise, train and evaluate the work of assigned personnel
  - Deal courteously and tactfully with the public.
  - Establish and maintain effective working relations with subordinates, superiors, other department personnel and the public
  - Review project plans
  - Effectively coordinate, perform and complete multiple duties and tasks concurrently and in a timely manner

### **Contacts and Relationships**

Requirements in this position include contact with and directing the work activities of other City personnel. The Utilities and Facilities Operations Manager must also be able to deal with the general public for the effective coordination of work and for resolving problems, as well as coordination with State Department of Health and Ecology staff.

### **Working Conditions**

Work is performed both indoors and outdoors. Employee may need to work in confined spaces and will be required to work on ladders, inclines, and in noisy work areas. He/she may be exposed to extremes in temperature, chemicals, or noxious fumes. Employee may be required to wear protective clothing or equipment in the performance of duties. All employees who are required to have and maintain a CDL are subject to Drug and Alcohol Testing as mandated by the Federal Omnibus Transportation Act of 1991 and the Drug Free Workplace Act of 1989.

### **Physical Requirements**

The Employee must have the overall stamina and ability to perform moderate to strenuous physical activity, including the ability to stand or walk for long periods of time, traversing rough terrain, working in or over water, working at heights or on scaffolding, and lifting or carrying up to 50 pounds. Job requirements may include the ability to climb up to 20 feet off the ground; bend and/or work in tight or confined areas. The incumbent must be able to hear alarms and have the ability to audibly identify the presence of a danger or hazard.

### **Recruiting Requirements**

- Valid Washington State driver's license
- A driving record acceptable to the City's insurance carrier
- Bachelor's Degree
- Approximately 5 years of responsible experience at an equivalent level
- Approximately 5 years' experience as a water system operator or supervisor in a work



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- environment similar to a municipal public works department
- Possession of Water Distribution Manager 2 Certification from the Washington State Department of Health
  - Possession of a Water Treatment Operator 1 Certification from the Washington State Department of Health (desired.)
  - Cross Connect Specialist Certification
  - All city employees must successfully pass pre-employment Drug and Alcohol Testing as prescribed by the City's Drug and Alcohol Testing Policy

### **Experience and Training**

Any combination of experience and training that provides the desired skills, knowledge and abilities.

*Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.*

*This job description does not constitute an employment agreement between the Employer and employee and is subject to change as the needs of the Employer and requirements of the job change.*

***Proposed***

<b>Utility/Facility Operations Manager</b>	<b>Hourly</b>
After 5 years	51.02
After 4 years	49.77
After 3 years	48.56
After 2 years	47.37
After 1 year	46.22
After 6 months	45.09
First six months	43.99



**City of Port Orchard**

216 Prospect Street, Port Orchard, WA 98366  
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**Agenda Staff Report**

Agenda Item No. <u>Business Item 7C</u> Subject: <u>Adoption of a Resolution Approving a</u> <u>Contract with Neptune Marine LLC for</u> <u>the McCormick Village Park Phase 2</u> <u>Project and Documenting Procurement</u> <u>Procedures</u>	Meeting Date: <u>April 10, 2018</u> Prepared by: <u>Mark Dorsey, P.E.</u> <u>Public Works Director</u> Atty Routing No.: <u>N/A</u> Atty Review Date: <u>N/A</u>
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**Summary:** On January 26<sup>th</sup> and February 2<sup>nd</sup> 2018, and again on February 16<sup>th</sup> and 23<sup>rd</sup> 2018, the City’s Public Works Department advertised in the Port Orchard Independent, the City’s Webpage and the Daily Journal of Commerce, and uploaded the Bid Documents to the Washington Builder’s Exchange. By the March 2nd, 2018 Bid Due Date at 3:00 PM, the City received and opened six (6) Sealed Bids for the 2018-2019 McCormick Village Park – Phase 2 Construction Project. On March 6, 2018, the Bid results were protested, based upon the value of the Bids being in excess of \$1M and that the City’s Contract Documents did not specifically request a ‘Subcontractor List’ pursuant to RCW 39.30, therefore, the City’s Public Works Department provided a ‘Notice of Rejection of All Bids’ for the McCormick Village Park – Phase 2 Construction Project on the City’s Webpage, on the Washington Builder’s Exchange and to the listed Plan Holders. Therefore, on March 16, 2018, the City’s Public Works Department once again advertised in the Port Orchard Independent, the City’s Webpage, and the Daily Journal of Commerce, and uploaded the Bid Documents to the Washington Builder’s Exchange. By the new March 30, 2018 Bid Due Date at 2:00 PM, the City received and opened four (4) Sealed Bids (applicable tax included) for the 2018-2019 McCormick Village Park – Phase 2 Construction Project as follows:

Engineers Estimate	\$1,390,840.00
Tapani, Inc.	\$1,551,446.60
WS Contractors	\$1,495,554.12
ACI	\$1,398,397.99
Neptune Marine LLC	\$1,321,031.82

In general summary, the Sealed Bids received range from the apparent low of \$1,321,031.82 to the apparent high of \$1,551,446.60, with the Engineers Estimate at \$1,390,840.00. Following the completion of the City’s Public Works Department MRSC Mandatory Bidder Responsibility Checklist, it was determined that Neptune Marine LLC provided the lowest responsive and qualified Bid Proposal of \$1,321,031.82 for the 2018-2019 McCormick Village Park – Phase 2 Construction Project.

**Relationship to Comprehensive Plan:** Project 2- Chapter 4: Parks.

**Recommendation:** Staff recommends that the City Council adopt a Resolution, thereby approving a Contract with Neptune Marine LLC in an amount not to exceed \$1,321,031.82 (applicable taxes included) for the 2018-2019 McCormick Village Park – Phase 2 Construction Project.

**Motion for Consideration:** I move to adopt a Resolution, thereby approving a Contract with Neptune Marine LLC in an amount not to exceed \$1,321,031.82 (applicable taxes included) for the 2018-2019 McCormick Village Park – Phase 2 Construction Project.

**Fiscal Impact:** Funding from Capital Construction Fund 302 at \$961,450. A budget amendment will be required.

**Alternatives:** Do not approve.

**Attachments:** Resolution and Contract.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING CONTRACT NO. C013-18 WITH NEPTUNE MARINE LLC FOR THE MCCORMICK VILLAGE PARK PHASE 2 PROJECT - CONSTRUCTION PHASE AND DOCUMENTING THE PROCUREMENT PROCEDURES.**

**WHEREAS**, on January 26, 2018 and February 2, 2018, the City's Public Works Department Advertised in the Port Orchard Independent, the City's Webpage, the Daily Journal of Commerce and uploaded the Bid Documents to the Washington Builder's Exchange, with a February 16, 2018 Bid Due Date; and

**WHEREAS**, via Addendum #2 and #3, given the abundance of last minute Requests for Information (RFI's), the published Bid Due Date was first extended from February 16, 2018 to February 23, 2018 and then to March 2, 2018; and

**WHEREAS**, on March 2, 2018 by the 3:00 PM Bid deadline, the City Clerk received and opened four (4) Sealed Bids, with Neptune Marine LLC determined initially to be the apparent responsive Low Bid; and

**WHEREAS**, on March 6, 2018, the Bid results were protested, based upon the value of the Bids being in excess of \$1M and that the City's Contract Documents did not specifically request a 'Subcontractor List' pursuant to RCW 39.30.060), therefore, the City's Public Works Department provided a 'Notice of Rejection of All Bids' for the McCormick Village Park – Phase 2 Construction Project 1) on the City's Webpage, 2) on the Washington Builder's Exchange 3) and to the listed Plan Holders; and

**WHEREAS**, on March 16, 2018, the City's Public Works Department on again Advertised in the Port Orchard Independent, the City's Webpage, the Daily Journal of Commerce and uploaded the Bid Documents to the Washington Builder's Exchange, with a March 30, 2018 2:00 PM Bid Due Date, whereby Neptune Marine LLC was determined to be the apparent low responsive bidder; and

**WHEREAS**, on April 4, 2018, upon completion of the Public Works Department MRSC Mandatory Bidder Responsibility Checklist, it was determined that Neptune Marine LLC provided the lowest responsive and qualified Bid Proposal for the McCormick Village Park – Phase 2 Construction Project; and

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

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

**THAT:** The City Council approves Contract No. 013-18 with Neptune Marine LLC for the McCormick Village Park – Phase 2 Construction Project and adopts the “Whereas” statements contained herein, as findings in support of the City’s selection and procurement procedures.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 10th day of April, 2018.

\_\_\_\_\_  
Robert Putaansuu, Mayor

ATTEST:

\_\_\_\_\_  
Brandy Rinearson, MMC, City Clerk

**CONTRACT  
CITY OF PORT ORCHARD  
McCORMICK VILLAGE PARK PHASE II IMPROVEMENTS  
CONTRACT NO. C013-18**

THIS AGREEMENT made and entered into this April 10, 2018, by and between the City of Port Orchard, a municipality incorporated and existing under the laws of the State of Washington, by its City Council and Mayor, hereinafter called the "City," and, Neptune Marine, LLC, hereinafter called the "Contractor."

**WITNESSETH:**

That the Contractor, in consideration of the covenants, agreements and payments to be performed and made by the City, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute, construct and finish in full compliance with the Contract Documents, McCORMICK VILLAGE PARK PHASE II IMPROVEMENTS. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor's Bid Proposal dated March 30<sup>th</sup> 2018, attached hereto and incorporated herein by this reference as if set forth in full.

The Contract Documents, duly identified, together with the Instructions to Bidders, a confirmed copy of the Proposal made by the Contractor on March 30<sup>th</sup> 2018, and the 2018 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, as modified by Amendments and Special Provisions, are hereby made a part of this Contract and are mutually cooperative therewith. Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within **120 working days** after the Notice to Proceed Date.

It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the specified portions of the work completed in all its parts in the time specified, and as it may be difficult to accurately compute the amount of such damage, the Contractor expressly covenants and agrees to pay to the City liquidated damages, the sum as calculated by the equation shown in Section 1-08.9 of the WSDOT specification, for each and every working day said work is not complete beyond the time shown in the Proposal.

Contractor understands that his bid response documents and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to be disclosed upon a request. Contractor acknowledges that he has advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion and without notice by the City.

With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) with \_\_\_\_\_ as Surety, to insure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

In the event of litigation, venue shall be within Kitsap County, Washington.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

**CITY OF PORT ORCHARD**

By: \_\_\_\_\_  
Robert Putaansuu, Mayor

**CONTRACTOR**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brandy Rinearson, MMC, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sharon Cates, City Attorney



**PERFORMANCE AND PAYMENT BOND**

CITY OF PORT ORCHARD  
MCCORMICK VILLAGE PARK PHASE II IMPROVEMENTS  
CONTRACT No. C013-18  
Bond to City of Port Orchard, Washington  
Bond No. \_\_\_\_\_

We, \_\_\_\_\_, and \_\_\_\_\_  
(Principal) (Surety)

a \_\_\_\_\_ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington ("Owner"), in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for a project entitled McCormick Village Park Phase II Improvements – Public Works Project No. PW2018-008 ("Contract"). The initial penal sum shall equal 100 percent of the Total Bid Price, including all applicable state sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;

Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, and all other persons or agents who supply labor, equipment, or materials to the Project;

Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the contract, or

Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

Principle and Surety agree that if the Owner is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Owner reasonable attorney's fees, whether or not suit is commenced, in addition to the penal sum.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_

Principal

\_\_\_\_\_

Surety

\_\_\_\_\_

Signature of Authorized Official

\_\_\_\_\_

Signature of Authorized Official

\_\_\_\_\_

Printed Name and Title

By \_\_\_\_\_  
Attorney in Fact (Attach Power of Attorney)

Name and address of local office of  
Agent and/or Surety Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

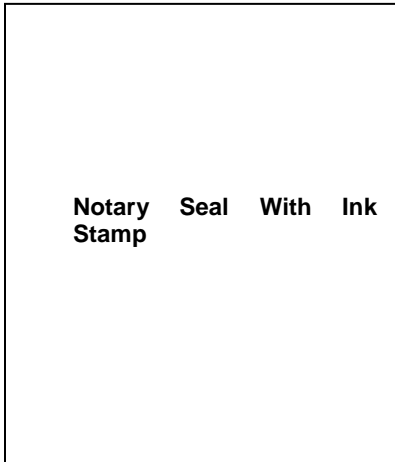


**SURETY ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that  $\triangle$  he  $\triangle$  she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



\_\_\_\_\_  
Print or type name

NOTARY PUBLIC,  
in and for the State of Washington  
Residing \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**CITY OF PORT ORCHARD  
MAINTENANCE/WARRANTY BOND**

Project #: \_\_\_\_\_

Surety Bond #: \_\_\_\_\_

Date Posted: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

RE: Project Name: McCORMICK VILLAGE PARK PHASE II IMPROVEMENTS  
Owner/Developer/Contractor: \_\_\_\_\_  
Project Address: 3201 SW Old Clifton Road, Port Orchard, WA 98367

KNOW ALL PERSONS BY THESE PRESENTS: That we, \_\_\_\_\_  
(hereinafter called the "Principal"), and \_\_\_\_\_, a corporation organized  
under the laws of the State of \_\_\_\_\_, and authorized to transact surety  
business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound  
unto the City of Port Orchard, Washington, in the sum of \_\_\_\_\_  
dollars (\$ \_\_\_\_\_) 20% of the total  
contract amount, lawful money of the United States of America, for the payment of which sum  
we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, by these presents. THE CONDITIONS of the above obligation are such  
that:

WHEREAS, the above named Principal has constructed and installed certain  
improvements on public property in connection with a project as described above within the City  
of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months  
following written and final acceptance of the project in order to provide security for the obligation  
of the Principal to repair and/or replace said improvements against defects in workmanship,  
materials or installation during the twenty-four (24) months after written and final  
approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted  
to the City. It is understood and agreed that this obligation shall continue in effect until released  
in writing by the City, but only after the Principal has performed and satisfied the following  
conditions:

A. The work or improvements installed by the Principal and subject to the terms and  
conditions of this Bond are as follows: (insert complete description of work here)

B. The Principal and Surety agree that the work and improvements installed in the above-  
referenced project shall remain free from defects in material, workmanship and installation (or,  
in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written  
and final acceptance of the same and approval by the City. Maintenance is defined as acts  
carried out to prevent a decline, lapse or cessation of the state of the project or improvements  
as accepted by the City during the twenty-four (24) month period after final and written  
acceptance, and includes, but is not limited to, repair or replacement of defective workmanship,  
materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any  
damage or defects in workmanship, materials or installation to the City-owned real property on

which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
  - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
  - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including

reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Kitsap County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SURETY COMPANY  
(Signature must be notarized)**

**DEVELOPER/OWNER  
(Signature must be notarized)**

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**CHECK FOR ATTACHED NOTARY SIGNATURE**  
\_\_\_\_ Individual (Form P-1)  
\_\_\_\_ Corporation (Form P-2)  
\_\_\_\_ Surety Company (Form P-2)

**FORM P-1 / NOTARY BLOCK**  
**(Use For Individual/Sole Proprietor Only)**

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF KITSAP                    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

\_\_\_\_\_  
\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



**FORM P-2 / NOTARY BLOCK (Use For Partnership or Corporation Only)**

**(Developer/Owner)**

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF                            )

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

Dated:

\_\_\_\_\_  
\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**FORM P-2/NOTARY BLOCK**

**(Surety Company)**

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF                            )

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

Dated:

\_\_\_\_\_  
\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**PROPOSAL  
CITY OF PORT ORCHARD  
McCORMICK VILLAGE PARK PHASE II IMPROVEMENTS  
CONTRACT NO. C013-18**

To: Mayor and City Council  
City of Port Orchard, Washington

Contractor: Neptune Marine LLC

State License No.: Neptum L892D8

Date: 3/30/2018  
Month/Day/Year

***Bidder's Declaration and Understanding***

The Bidder declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that he has exercised his own judgment regarding the interpretation, of subsurface information and has utilized all data, which he believes pertinent from City and other sources and has made such independent investigations as the Bidder deems necessary in arriving at his conclusions.

Bidder understands that any bid response documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidder acknowledges that he has advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Bidder may elect to give notice to Bidder of the request so as to allow Bidder to seek a protective order from a Court. Bidder acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion and without notice by the City.

***Contract Execution***

The Bidder agrees that if this Proposal is accepted, he will, within fourteen (14) calendar days after Notice of Award, complete and sign the Contract in the form annexed hereto, and will at that time deliver to the City executed copies of the Performance Bond, Labor and Material Payment bond, the Certificate of Insurance, and other documentation required by the Contract Documents, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus and other means of construction and do the work and furnish all the materials or services necessary to complete all work as specified or indicated in the Contract Documents.

***Start of Construction and Contract Completion***

The Bidder further agrees that within 14 calendar days of CONTRACT START DATE, he will meet with engineering personnel and begin work no earlier than May 1, 2018, and complete the construction within 120 working days of Notice to Proceed.

*Lump Sum and Unit Price Work*

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the City has been merged with prices named in the proposal.





16. Gross amount of contracts now on hand: \$ 749,000<sup>00</sup>

17. List similar recent construction projects that your firm has done in the last 5 years (i.e., water and storm and sanitary sewer main construction, road reconstruction, excavations, extensive dewatering, etc.):

Amount	Type	Owner's Name	Phone
* See ATTACHED			

18. What is the construction experience of the principal individuals to be assigned to this project?

Name	Title	Years of Construction Experience	Availability
JAY TOMASKO	Superintendent	35	24/7

Pursuant to RCW 39.06.020, the contractor further agrees to verify responsibility criteria for each of its subcontractors and to require each of its subcontractors to both verify responsibility criteria for its subcontractors and include instant condition for verification requirement.

By:   
(Authorized Signature)

Title: President

Date: 3-30-18

**NOTE:** Any bidder having current outstanding litigation with the City will not be considered responsible and will be rejected by the City.

**SELECTION OF RETAINAGE OPTION**

**CITY OF PORT ORCHARD  
McCORMICK VILLAGE PARK PHASE II IMPROVEMENTS  
CONTRACT NO. C013-18**

Contract/Purchase Order Number: C013-18

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor on estimates during the progress of the work shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

- Retained in a fund by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed;
- Deposited by the Owner in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvement or work is completed, or until agreed to by both parties: Provided that interest on such account shall be paid to the Contractor; or
- Placed in escrow with a bank or trust company by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed. When the monies reserved are to be placed in escrow, the Owner shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues. Contractor hereby further agrees to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Port Orchard shall not be liable in any way for any cost or fees in connection therewith.

\_\_\_\_\_  
Name of Financial Institution

\_\_\_\_\_  
Address of Financial Institution

\_\_\_\_\_  
City, State, Zip Code of Financial Institution

\_\_\_\_\_  
Escrow Account Number

\_\_\_\_\_  
Contractor's Signature

3-30-18

\_\_\_\_\_  
Date



**BID SECURITY  
CITY OF PORT ORCHARD  
MCCORMICK VILLAGE PARK PHASE II IMPROVEMENTS  
CONTRACT NO. C013-18**

**BID DEPOSIT:**

The undersigned Principal hereby submits a Bid Deposit with the City of Port Orchard in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_).

**BID BOND:**

KNOW ALL MEN BY THESE PRESENTS: That we, Neptune Marine LLC, as Principal and American Contractors Indemnity Company, as Surety, are held firmly bound unto the City of Port Orchard, Washington, as Obligee, in the penal sum of Five Percent of the Total Amount Bid (5%) Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The conditions of this obligation are such that if the Obligee shall make any award to the Principal for McCormick Village Park Phase II Improvements, Port Orchard, Washington, according to the terms of the Proposal or Bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said Proposal or Bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this Bond. Principle and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Obligee reasonable attorney's fees, whether or not suit is commenced, in addition to the penal sum.

Signed, Sealed and Dated this 30th day of March, 2018.

Neptune Marine LLC  
Principal

American Contractors Indemnity Company  
Surety

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

Travis Crabb, Managing Member

By Cameron Huntsucker

Printed Name and Title

Attorney-in-Fact (Attach Power of Attorney)

Name and address of local office of Agent and/or Surety Company:

Integrity Surety LLC  
17544 Midvale Ave N #300  
Seattle WA 98133  
(206)546-1397

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specification.

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Cameron Huntsucker, Kara Skinner, Mercedes Trokey-Moudy or Jessica Yuhas of Seattle, Washington**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*3,000,000.00\*\*).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By: [Signature]  
**Daniel P. Aguilar, Vice President**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
 WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 30th day of March, 2016

Corporate Seals



[Signature]

**Kio Lo, Assistant Secretary**

Bond No. N/A  
 Agency No. 13143

## NON-COLLUSION DECLARATION

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

## NON-COLLUSION DECLARATION

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.



## NOTICE TO ALL BIDDERS

To report rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT Form 272-036H EF  
Revised 5/06



## General Company Information

Neptune Marine Inc.  
neptunemarine.biz  
1004 Commercial Ave #250  
Anacortes WA 98221  
Shop/Office 12707 Quantum Lane Bldg. #4

360-293-0448 Office- stephanie@neptunemarine.biz  
360-661-7990 Jay - jay@neptunemarine.biz  
360-333-2065 Travis- travis@neptunemarine.biz  
360-293-5856 fax

**UBI# 603-067-547**

**Contractor's License# NEPTUML892D8 Issued: 3/28/11 Expires:3/28/19**

**Tax ID# 27-4292836**

**L&I Industrial Insurance # 206,234-00  
EMR Rating: .68**

**WA State Employment Security/ES Reference # 420335 00 3**

**D-U-N-S # 057950878**

**USDOT # 2182334**

**ORCA**

**Banking: Bank of the Pacific- Checking- Anacortes**



Neptune Marine Inc.  
neptunemarine.biz  
1004 Commercial Ave #250  
Anacortes WA 9822  
360-293-0448 Office- neptunestaff@gmail.com  
360-661-7990 Jay - jay@neptunemarine.biz  
360-333-2065 Travis- travis@neptunemarine.biz  
360-293-5856 fax

## **Current Projects**

### **Port of Anacortes Pier 2 Bulkhead Repairs**

- Project Scope: Under pier sheet pile patches, subsea sheet pile patches, vertical and overhead concrete spall repairs, select structural demolition.
- Port of Anacortes-Jenkins Dawson- 360-299-1814
- General Contractor- McClure and Sons
- Neptune Contract Amount \$250,000.00
- % of Contract Completed by Neptune: 100%
- Contract start Date:12/17
- Estimated Completion Date:4/18

### **City of Kirkland- Marina Park Pier Repairs**

- Project Scope: Removal and replacement of 1200 LF of subsea pile bracing, 6 subsea pile splices, pile cap replacements and various structural repairs.
- City of Kirkland- Brian Baker – 425-587-3874
- General Contractor- Neptune Marine
- Neptune Contract Amount \$240,000.00
- % of Subcontract Completed by Neptune: 100%
- Contract start Date:9/17
- Completion Date:3/18

## References

### **City of Tacoma Parks and Rec. Lake Wapato Dock Replacement**

- Project Scope: Complete removal of the existing South and East dock and replacement with new piling, pier structures, floats, sidewalks, shoreline restoration and landscaping
- Tacoma Parks- Kristi Evans 253-305-1054
- General Contractor-Neptune Marine
- Neptune Contract Amount \$750,000.00
- % of Contract Completed by Neptune: 100%
- Contract start Date:7/17
- Completion Date:2/18

### **City of Oak Harbor- F Dock Breakwater Repairs**

- Project Scope: Replacement of misc. dock components on the F dock breakwater in the Oak Harbor Marina.
- City of Oak Harbor- Alex Warner PE 360-279-4527
- General Contractor- Neptune Marine
- Neptune Contract Amount \$240,000.00
- % of Subcontract Completed by Neptune: 100%
- Contract start Date:9/17
- Completion Date:1/18

### **Port of Everett- South Terminal Bulkhead Renovation**

- Project Scope: Reconstruction of the South Terminal Bulkhead including placement of rock, installation of 7 piling and deck replacement.
- POE- Steve Hagar- 425-259-3164
- General Contractor-Neptune Marine
- Neptune Contract Amount \$480,000.00
- % of Contract Completed by Neptune: 100%
- Contract start Date:9/17
- Completion Date:11/17

### **Lagoon Point Community Association- Seashore Ave Bridge Replacement**

Project Scope: Complete removal and construction of the new 40' x 24' concrete vehicle bridge with 28- 8" dia. piling, 2 cast in place concrete abutments,6 precast bridge panels, 1600 sf of Redi- Rock walls, 800 tons of fill, aluminum hand railings, shoreline restoration and landscaping.

- LPCA- Duane Rawson, Jay Kidder 360-678-4747
- General Contractor-Neptune Marine
- Neptune Contract Amount \$450,000.00
- % of Contract Completed by Neptune: 100%
- Contract start Date:6/17
- Completion Date:10/17

### **USCG Station Seattle/ Bergerson Construction- Major Out of Water Repairs Piers 36/37**

- Project Scope: Pier concrete spall repairs, fender pile spall repairs, under deck spall repairs, floating dock spall repairs, floating fender repairs, 37 under pier wood pile cap replacements and other misc. pier repair work.
- Bergerson Construction- Adam Neahring- 503-440-4423
- General Contractor-Bergerson Construction
- Neptune Subcontract Amount \$550,000.00
- % of Subcontract Completed by Neptune: 100%
- Contract start Date:12/1/17
- Completion Date:5/17

### **Tulalip Tribes/ Reece Construction- Marine Drive Pedestrian Bridge**

- Project Scope: Complete construction of the 485' x 12' pedestrian bridge with 50- 12" dia. piling, 25 precast concrete pile caps, 72 hollow core panels, 5820 SF CIP concrete deck and 980' of handrailing in a native wetland.
- Reece Construction- Nichol Smith- 360-659-9633
- General Contractor-Reece Construction
- Neptune Subcontract Amount \$650,000.00
- % of Subcontract Completed by Neptune: 100%
- Contract start Date:11/1/16
- Completion Date:8/17

### **City of Kent- Lake Meridian Dock Replacement**

- Project Scope: Complete replacement of the Lake Meridian docks and swim float system to include demo of existing floats, new concrete floats, whalers, piling and misc. dock components.
- City of Kent- Hope Gibson- 253-856-5112
- General Contractor- Neptune Marine
- Neptune Contract Amount \$720,000.00
- % of Subcontract Completed by Neptune: 100%
- Contract start Date:4/1/16
- Completion Date:6/17

### **Port of Everett- Pier 3 Pile Repairs 2016/2017**

- Project Scope: Underwater repair of 43 damaged concrete and steel pile with Denso Wrap and Denso FRP jacket repair systems.
- POE- Steve Hagar- 425-259-3164
- General Contractor-Neptune Marine
- Neptune Contract Amount \$547,000.00
- % of Contract Completed by Neptune: 100%
- Contract start Date:11/1/16
- Completion Date:2/24/16

### **Port of Everett- MT-Fender Pile Replacement 2016-2017**

- Project Scope: Remove and replace 20 fender piling at the Port of Everett main terminal.
- Greg Dawsey- 425-259-3164
- General Contractor: Neptune Marine
- Contract Amount \$ 187,000.00
- % of Contract Completed by Neptune: 100%
- Contract start Date: 1/15/17
- Contract Completion Date:2/17/17

### **City of Port Orchard, DeKalb Pier Extension**

- Project Scope: Demolish existing floating structures (13 piling and 1600 sf of dock structure) Fabricate, deliver and install 270' of new pier catwalks and 6 – 12" piling, install 14 new 18" piling, aluminum floats and gangway structures with electrical and ADA requirements.
- City of Port Orchard- Mark Dorsey
- General Contractor- Neptune Marine
- Neptune Contract Amount \$780,000.00
- % of Contract Completed by Neptune: 100%
- Contract start Date:7/11/16
- Completed 9/15/16

### **Port of Everett- Marina Storm Damage Repairs 2016**

- Project Scope: Repair Strom damaged areas of the Everett Marina and Jetty Island marine infrastructure system.
- POE- Willie Watson- 425-259-3164
- General Contractor-Neptune Marine
- Neptune Contract Amount \$350,000.00
- % of Contract Completed by Neptune: 100%
- Contract start Date:3/1/16
- Completion Date:5/15/16

### **Port of Port Townsend, Port Townsend Marina Boat Ramp Extension**

- Project Scope: Demolish existing sheet pile wall and excavate approx. 750 cy of sand material. Construct an extension to the existing boat ramp, including new sheet pile, piling, docks, precast ramp and cast in place concrete ramp and approach to complete the new ramp extension with shoreline restoration.
- Port of Port Townsend- Jim Pavarnik-360-379-5217
- General Contractor- Neptune Marine
- Neptune Contract Amount \$450,000.00
- % of Contract Completed by Neptune: 100%
- Contract start Date: 11/15/15
- Project Completion: 2/25/16



#### **Port of Waterman, Port of Waterman Pier Reconstruction**

- Project Scope: Demolish existing pier (57 piling and 3000 sf of pier structure), upland area including retaining wall and parking area. Construct new retaining wall , promenade area, install 30 new piling and aluminum pier structure with electrical and ADA parking requirements and shoreline restoration.
- Port of Waterman- Jack McCarn- 360-509-1006
- General Contractor- Neptune Marine
- Neptune Contract Amount \$1,050,000.00
- % of Contract Completed by Neptune: 100%
- Contract start Date:7/5/15
- Contract Completion:5/15/16

#### **City of Seattle- Orion Marine Group- Chester Morse Lake Pump Stations**

- Project Scope: Diving Support for the new Chester Morse Pump Stations
- Orion Marine Group- Dan Zimmerman-253-552-1140
- General Contractor-Orion Marine Group
- Neptune Sub-Contract Amount Phase 1- \$975,000.00
- Neptune Sub-Contract Amount Phase 2- \$475,000.00
- % of Sub Contract Completed By Neptune: 100%
- Contract start Date:6/5/15
- Phase 1 Completed:10/20/15
- Phase 2 Completed: 12/15/16

#### **Port of Everett- Marina Float Surface Restoration and Flotation Upgrades 2015**

- Project Scope: Repair Float surfaces and upgrade flotation on 102 Marina Floats
- Neptune Contract Amount \$260,000.00

#### **City of Maple Valley- Lake Wilderness Dock Renovation**

- Project Scope: Remove and replace 10 piling and 56 concrete floats, new gangway and related components at the Lake Wilderness park.
- Neptune Contract Amount \$494,000.00

#### **Port of Bellingham- Marine Cruise Terminal Passenger and Vehicle Ramp Repairs 2014**

- Project Scope: Remove and replace damaged components of the passenger transfer span and repair of the vehicle transfer span concrete counterweights.
- Neptune Contract Amount \$ 254,000.00

#### **Tulalip Tribes- Mackaye Harbor Pier Retrofit-2014**

- Project Scope: Remove 132 creosote pilings and pier structure, replace 110- 12" Dia. steel piling and set all caps and stringers on the 680' long structure. Construct and install the float system.
- Neptune Sub Contract Amount \$ 754,000.00

**Port of Friday Harbor- C-E & F Reconstruction Phase 1**

- Project Scope: Remove and replace Whalers, Fuel dock, Finger floats and 4 Pile Dolphin groups.
- Contract Amount \$ 670,000.00

**Port of South Whidbey- Langley Small Boat Harbor Improvements**

- Project Scope: Remove existing pier and Install 14 new 257 x 14 subsea piling and mooring system, separate and relocate 400 x 16 concrete float, Install new gangways, transition spans, gangway extension and related components.
- Neptune Sub Contract Amount \$ 981,000.00

**Port of Everett- South Marina Float Surface Repairs and Flotation Upgrades 2013**

- Project Scope: Repair Float surfaces and upgrade flotation
- Neptune Contract Amount \$333,000.00

**Port of Everett- MT-Fender Pile Replacement 2013-2014**

- Project Scope: Remove and replace 20 fender piling at the Port of Everett main terminal.
- Contract Amount \$ 197,000.00

**SCHEDULE OF CONTRACT PRICES  
McCORMICK VILLAGE PARK PHASE II IMPROVEMENTS**

**NOTE:** If a discrepancy between the numerical unit price and the written (words) unit price is found, the written (words) unit price shall control.

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
<b>PREPARATION AND EARTHWORK</b>					
1.	Lump Sum	STD	Mobilization <del>Electrical and phone plan</del> (Words) (1-00) Per Lump Sum	L.S.	\$ 81,835.-
2.	Lump Sum	STD	Project Temporary Traffic Control \$ <del>8000</del> <del>thousand</del> (Words) (1-10) Per Lump Sum	L.S.	\$ 7387.-
3.	Lump Sum	STD	Clearing and Grubbing \$ <del>30000</del> <del>thousand</del> (Words) (2-01) Per Lump Sum	L.S.	\$ 17,525.-
4.	Lump Sum	STD	Removal of Structures and Obstructions <del>structure removed. full home</del> (Words) (2-02) Per Lump Sum	L.S.	\$ 20,400.-
5.	100 LF	SP	Saw Cutting \$ <del>five</del> <del>dollar</del> <del>ten</del> <del>cents</del> (Words) (2-02) Per Linear Foot	\$ 5.10	\$ 510.-
6.	10 SY	SP	Removing Asphalt Conc. Pavement \$ <del>one</del> <del>hundred</del> <del>and</del> <del>two</del> (Words) (2-02) Per Square Yard	\$ 192.-	\$ 1920.-
7.	Lump Sum	SP	Roadway Excavation Incl. Haul \$ <del>thirty</del> <del>thousand</del> <del>more</del> <del>than</del> (Words) (2-03) Per Lump Sum	L.S.	\$ 50,380.-
8.	Lump Sum	SP	Dog Park Haul, Prep and Place Ex. Wood Mulch \$ <del>three</del> <del>hundred</del> <del>seventy</del> (Words) (2-04) Per Lump Sum	L.S.	\$ 16,750.-
9.	500 SF	STD	Shoring for Extra Excavation Class A \$ <del>eight</del> <del>and</del> <del>ten</del> <del>cents</del> (Words) (2-05) Per Square Foot	\$ 8.15	\$ 4075.-

**BASES, SURFACE TREATMENTS, AND PAVEMENTS**

10.	315 Tons	STD	Crushed Surfacing Base Course \$ <u>Crushed Stone on top</u> \$ <u>35.</u> \$ <u>11,025.</u> (Words) (4-04) Per Ton
11.	140 Tons	STD	Crushed Surfacing Top Course \$ <u>Crushed Stone</u> \$ <u>35.</u> \$ <u>4,900.</u> (Words) (4-04) Per Ton
12.	1,880 SY	SP	Crushed Surfacing For Crushed Stone Paths \$ <u>Crushed Stone</u> \$ <u>11.50</u> \$ <u>21,620.</u> (Words) (4-04) Per Square Yard
13.	90 Tons	STD	Commercial HMA \$ <u>Commercial HMA</u> \$ <u>112.</u> \$ <u>10,080.</u> (Words) (5-04) Per Ton

**STRUCTURES**

14.	7 CY	STD	Conc. Class 4000 \$ <u>600.</u> \$ <u>4,200.</u> (Words) (6-02) Per Cubic Yard
15.	1360 LB	STD	Steel Reinforcing Bar \$ <u>2.95</u> \$ <u>4,012.</u> (Words) (6-02) Per Pound
16.	Lump Sum	SP	Prefabricated Steel Truss Bridge \$ <u>Lump Sum</u> L.S. \$ <u>51,355.</u> (Words) (6-03) Per Lump Sum
17.	Lump Sum	SP	Timber Boardwalk \$ <u>Lump Sum</u> L.S. \$ <u>35,750.</u> (Words) (6-04) Per Lump Sum
18.	25 EA	SP	Helical Piles \$ <u>2101.</u> \$ <u>52,525.</u> (Words) (6-05) Per Each
19.	375 SF	SP	Structural Earth Wall - Abutments \$ <u>68.80</u> \$ <u>25,800.</u> (Words) (6-13) Per Square Foot



32.	1 EA	STD	Adjust Valve Box \$ <u>525.</u> Per Each (Words) (7-12)	\$ <u>525.</u>	\$ <u>525.</u>
33.	340 LF	STD	PVC Sanitary Sewer Pipe 8 In Diam. \$ <u>57.50</u> Per Linear Foot (Words) (7-18)	\$ <u>57.50</u>	\$ <u>19,550.</u>
34.	340 LF	STD	Testing Sewer Pipe \$ <u>3.</u> Per Linear Foot (Words) (7-18)	\$ <u>3.</u>	\$ <u>1020.</u>
35.	250 CY	STD	Structure Excavation Class B Incl. Haul \$ <u>34.</u> Per Cubic Yard (Words) (7-08)	\$ <u>34.</u>	\$ <u>8500.</u>
36.	1000 SF	STD	Shoring or Extra Excavation Class B \$ <u>4.</u> Per Square Foot (Words) (7-08)	\$ <u>4.</u>	\$ <u>4000.</u>

**MISCELLANEOUS CONSTRUCTION**

37.	Lump Sum	STD	Erosion Control & Water Pollution Prevention \$ <u>5385.</u> L.S. (Words) (8-01)	\$ <u>5385.</u>	\$ <u>5385.</u>
38.	20 Days	STD	ESC Lead \$ <u>95.</u> Per Day (Words) (8-01)	\$ <u>95.</u>	\$ <u>1900.</u>
39.	1 Each	STD	Inlet Protection \$ <u>52.25</u> Per Each (Words) (8-01)	\$ <u>52.25</u>	\$ <u>52.25</u>
40.	3700 LF	STD	High Visibility Silt Fence \$ <u>3.</u> Per Linear Foot (Words) (8-01)	\$ <u>3.</u>	\$ <u>11,100.</u>
41.	200 LF	STD	Compost Sock \$ <u>29.</u> Per Linear Foot (Words) (8-01)	\$ <u>29.</u>	\$ <u>5800.</u>
42.	120 SY	STD	Stabilized Construction Entrance \$ <u>17.</u> S.Y. (Words) (8-01)	\$ <u>17.</u>	\$ <u>2040.</u>
43.	Lump Sum	STD	SPCC Plan \$ <u>1320.</u> L.S. (Words) (1-07)	\$ <u>1320.</u>	\$ <u>1320.</u>

44.	2.1 Ac	SP	Compost Amendment \$ <u>4523.</u> <u>9046.</u> (Words) (8-02) Per Acre
45.	5,275 SY	STD	Seeded Lawn \$ <u>1.12</u> <u>5908.</u> (Words) (8-02) Per Square Yard
46.	3,385 SY	STD	Seeded Native Meadow \$ <u>1.41</u> <u>4772.85</u> (Words) (8-02) Per Square Yard
47.	39 EA	STD	PSIPE (Deciduous Trees - 3" Cal or 8' High) \$ <u>613.</u> <u>23907.</u> (Words) (8-02) Per Each
48.	22 EA	STD	PSIPE (Conifer Trees - 6-7' or 7-8' high) \$ <u>223.</u> <u>4906.</u> (Words) (8-02) Per Each
49.	1,464 EA	STD	PSIPE (Shrubs - #2) \$ <u>30.</u> <u>43920.</u> (Words) (8-02) Per Each
50.	Lump Sum	SP	Irrigation Water System \$ <u>19890.</u> <u>19890.</u> (Words) (8-03) Per Lump Sum L.S.
51.	335 LF	STD	Cement Concrete Traffic Curb \$ <u>38.</u> <u>12730.</u> (Words) (8-04) Per Linear Foot
52.	1,220 LF	STD	Chain Link Fence \$ <u>21.70</u> <u>26474.</u> (Words) (8-12) Per Linear Foot
53.	800 SY	STD	Cement Concrete Sidewalks \$ <u>67.85</u> <u>54280.</u> (Words) (8-14) Per Square Yard
54.	1 EA	STD	Cement Concrete Curb Ramp Type Parallel \$ <u>2000.</u> <u>2000.</u> (Words) (8-14) Per Each
55.	Lump Sum	STD	Permanent Signing \$ <u>5500.</u> (Words) (8-21) Per Lump Sum L.S.
56.	540 LF	STD	Paint Line \$ <u>1.35</u> <u>729.00</u> (Words) (8-22) Per Linear Foot
57.	120 LF	STD	Removing Paint Line \$ <u>385</u> <u>462.</u> (Words) (8-22) Per Linear Foot

58.	2 EA	STD	Painted Access Parking Space Symbol \$ _____ (Words) (8-22) Per Each	\$ <u>95.</u>	\$ <u>190.</u>
59.	24 CY	STD	Quarry Spalls \$ _____ (Words) (8-15) Per Cubic Yard	\$ <u>73.50</u>	\$ <u>1764.</u>
60.	104 LF	SP	Segmental CMU Retaining Seat Wall \$ _____ (Words) (8-24) Per Linear Foot	\$ <u>173.</u>	\$ <u>17992.</u>
61.	80 LF	SP	Segmental CMU Seat Wall \$ _____ (Words) (8-24) Per Linear Foot	\$ <u>171.</u>	\$ <u>13680.</u>
62.	210 LF	SP	Segmental CMU Edging/Curb \$ _____ (Words) (8-24) Per Linear Foot	\$ <u>100.</u>	\$ <u>21000.</u>
63.	Lump Sum	SP	Play Structures and Equipment \$ _____ (Words) (8-30) Per Lump Sum	L.S.	\$ <u>98950.</u>
64.	150 CY	SP	Bark or Wood Chip Mulch \$ _____ (Words) (8-02) Per Cubic Yard	\$ <u>33.60</u>	\$ <u>5040.</u>
65.	448 SY	SP	Engineered Wood Fiber \$ _____ (Words) (8-31) Per Square Yard	\$ <u>14.80</u>	\$ <u>6630.40</u>
66.	Lump Sum	SP	Splash Pad \$ _____ (Words) (8-32) Per Lump Sum	L.S.	\$ <u>116,500.</u>
67.	Lump Sum	SP	Site Furniture \$ _____ (Words) (8-33) Per Lump Sum	L.S.	\$ <u>41,750.</u>
68.	300 LF	SP	Split Rail Fence \$ _____ (Words) (8-34) Per Linear Foot	\$ <u>12.</u>	\$ <u>3600.</u>
69.	18 EA	SP	Concrete Wheel Stops \$ _____ (Words) (8-35) Per Each	\$ <u>137.50</u>	\$ <u>2475.</u>
70.	Lump Sum	SP	Temporary Stream Bypass & Dewatering System \$ _____ (Words) (8-36) Per Lump Sum	L.S.	\$ <u>6875.</u>
71.	25 CY	SP	Streambed Sediment \$ _____ (Words) (8-37) Per Cubic Yard	\$ <u>75.</u>	\$ <u>1875.</u>



72.	Lump Sum	STD	Roadway Surveying \$ <u>One Hundred Twenty Thousand</u> (Words) (1-05) <u>Per Lump Sum</u>	L.S.	\$ <u>184.80</u>
73.	Calc.	STD	Minor Change \$ <u>Twenty-Five Thousand and No/100 Dollars</u> (Words) (1-05)	Calc.	\$ <u>25,000.00</u>

**Subtotal:** \$ 1,211,503.50

**Sales Tax @ 9.0%:** \$ 60,575.17

**TOTAL BID:** \$ 1,272,078.67

**Subcontractor List**

*Prepared in compliance with RCW 39.30.060 as amended*

**To Be Submitted with the Bid Proposal**

Project Name McCormick Village park phase II Improvements

**Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.**

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

**To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.**

Subcontractor Name Mastercraft Electric Inc CONT #  
 Work to be performed Electrical MASTEEI-12788

Subcontractor Name Big R Bridge  
 Work to be performed Provide Ped Truss Bridge

Subcontractor Name Aquatix  
 Work to be performed Plumbing & spray pad

Subcontractor Name \_\_\_\_\_  
 Work to be performed \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
 Work to be performed \_\_\_\_\_

\* Bidder's are notified that is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.



**City of Port Orchard**

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

**Agenda Staff Report**

Agenda Item No. <u>Business Item 7D</u> Subject: <u>Adoption of a Resolution Approving a</u> <u>Contract with JMG Constructors, LLC</u> <u>for the Well No. 9 Water Quality Retrofit</u> <u>Project and Documenting Procurement</u> <u>Procedures</u>	Meeting Date: <u>April 10, 2018</u> Prepared by: <u>Mark Dorsey, P.E.</u> <u>Public Works Director</u> Atty Routing No: <u>N/A</u> Atty Review Date: <u>N/A</u>
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**Summary:** On January 19th and 26<sup>th</sup> 2018, and again on February 16<sup>th</sup> and 23<sup>rd</sup> 2018, upon receiving approval from the Washington State Department of Health (DOH), the City’s Public Works Department advertised in the Port Orchard Independent, the City’s Webpage and the Daily Journal of Commerce, and uploaded the Bid Documents to the Washington Builder’s Exchange. By the March 2nd, 2018 Bid Due Date at 2:00 PM, the City received and opened twelve (12) Sealed Bids for the 2018-2019 Well No. 9 Water Quality Retrofit Project – Construction Phase. On March 6, 2018, given that the Bid Opening results for a similar project also opened on March 2, 2018 (McCormick Village – Phase2) were protested, based upon the value of the Bids being in excess of \$1M and that the City’s Contract Documents did not specifically request a ‘Subcontractor List’ pursuant to RCW 39.30, the City’s Public Works Department provided a ‘Notice of Rejection of All Bids’ for the Well No. 9 Water Quality Retrofit Project on the City’s Webpage, on the Washington Builder’s Exchange and to the listed Plan Holders for the Well No. 9 Water Quality Retrofit Project. On March 7, 2018, the City did receive a Bid Rejection Protest letter by Award Construction, Inc., which was subsequently reviewed by the City Attorney and MRSC, and responded to on March 8, 2018 with a denial. Therefore, on March 16, 2018, the City’s Public Works Department once again advertised in the Port Orchard Independent, the City’s Webpage, and the Daily Journal of Commerce, and uploaded the Bid Documents to the Washington Builder’s Exchange. By the new March 30, 2018 Bid Due Date at 1:00 PM, the City received and opened two (2) Sealed Bids (applicable tax included) for the 2018-2019 Well No. 9 Water Quality Retrofit Project – Construction Phase as follows:

Engineers Estimate	\$1,570,581.00
JMG Constructors, LLC	\$1,838,252.30
McClure and Sons, Inc.	\$1,882,693.78

In general summary, the Sealed Bids received range from the apparent low of \$1,838,252.30 to the apparent high of \$1,882,693.78, with the Engineers Estimate at \$1,570,581.00. The primary reason for the disparity between the Engineer’s Estimate and the Bids received was the security-related upgrade to the fencing specifications. Following the completion of the City’s Public Works Department MRSC Mandatory Bidder Responsibility Checklist, it was determined that JMG Constructors, LLC provided the lowest responsive and qualified Bid Proposal of \$1,838,252.30 for the 2018-2019 Well No. 9 Water Quality Retrofit Project.

**Relationship to Comprehensive Plan:** Project 5 - Chapter 7: Utilities.

**Recommendation:** Staff recommends that the City Council adopt a Resolution, thereby approving a Contract with JMG Constructors, LLC in an amount not to exceed \$1,838,252.30 (applicable taxes included) for the 2018-2019 Well No. 9 Water Quality Retrofit Project.

**Motion for Consideration:** I move to adopt a Resolution, thereby approving a Contract with JMG Constructors, LLC in an amount not to exceed \$1,838,252.30 (applicable taxes included) for the 2018-2019 Well No. 9 Water Quality Retrofit Project.

**Fiscal Impact:** Funding from Water-Sewer Utility Fund 401 at \$1.6M. A budget amendment will be required.

**Alternatives:** Do not approve.

**Attachments:** Resolution and Contract.

## RESOLUTION NO. 009-18

### **A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING CONTRACT NO. C015-18 WITH JMG CONSTRUCTIORS, LLC FOR THE WELL NO. 9 WATER QUALITY RETROFIT PROJECT - CONSTRUCTION PHASE AND DOCUMENTING THE PROCUREMENT PROCEDURES.**

**WHEREAS**, on January 19, 2018 and January 26, 2018, upon receiving approval from the Washington State Department of Health, the City's Public Works Department Advertised in the Port Orchard Independent, the City's Webpage, the Daily Journal of Commerce and uploaded the Bid Documents to the Washington Builder's Exchange, with a February 16, 2018 Bid Due Date; and

**WHEREAS**, via Addendum #3 and #4, given the abundance of last minute Requests for Information (RFI's), the published Bid Due Date was first extended from February 16, 2018 to February 23, 2018 and then to March 2, 2018; and

**WHEREAS**, on March 2, 2018 by the 2:00 PM Bid deadline, the City Clerk received and opened twelve (12) Sealed Bids, with Gary Harper Construction, Inc. determined initially to be the apparent responsive Low Bid; and

**WHEREAS**, on March 6, 2018, given that the Bid Opening results for a similar project (McCormick Village Park – Phase 2) that also opened on March 2, 2018 was protested, based upon the value of the Bids being in excess of \$1M and that the City's Contract Documents did not specifically request a 'Subcontractor List' pursuant to RCW 39.30.060), the City's Public Works Department provided a 'Notice of Rejection of All Bids' for the Well No. 9 Water Quality Retrofit Project 1) on the City's Webpage, 2) on the Washington Builder's Exchange and 3) to the listed Plan Holders; and

**WHEREAS**, on March 7, 2018, the City did receive a Bid Rejection Protest letter by Award Construction, Inc., which was subsequently reviewed by the City Attorney and MRSC, and responded to on March 8, 2018 with a denial; and

**WHEREAS**, on March 16, 2018, the City's Public Works Department again Advertised in the Port Orchard Independent, the City's Webpage, the Daily Journal of Commerce and uploaded the Bid Documents to the Washington Builder's Exchange, with a March 30, 2018, 1:00 pm Bid Due Date, whereby JMG Constructors, LLC was determined to be the apparent low responsive bidder; and

**WHEREAS**, on April 4, 2018, upon completion of the Public Works Department MRSC Mandatory Bidder Responsibility Checklist, it was determined that JMG Constructors, LLC provided the lowest responsive and qualified Bid Proposal for the Well No. 9 Water Quality Retrofit Project; and

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

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

**THAT:** The City Council approves Contract No. 015-18 with JMG Constructors, LLC for the Well No. 9 Water Quality Retrofit Project - Construction Phase and adopts the “Whereas” statements contained herein, as findings in support of the City’s selection and procurement procedures.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 10th day of April, 2018.

\_\_\_\_\_  
Robert Putaansuu, Mayor

ATTEST:

\_\_\_\_\_  
Brandy Rinearson, MMC, City Clerk

**SELECTION OF RETAINAGE OPTION**  
**CITY OF PORT ORCHARD**  
**WELL NO. 9 WATER QUALITY RETROFIT PROJECT**  
**CONTRACT NO. C015-18**

Contract/Purchase Order Number: \_\_\_\_\_

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor on estimates during the progress of the work shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

- Retained in a fund by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed;
- Deposited by the Owner in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvement or work is completed, or until agreed to by both parties: Provided that interest on such account shall be paid to the Contractor; or
- Placed in escrow with a bank or trust company by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed. When the monies reserved are to be placed in escrow, the Owner shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues. Contractor hereby further agrees to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Port Orchard shall not be liable in any way for any cost or fees in connection therewith.

\_\_\_\_\_  
Name of Financial Institution

\_\_\_\_\_  
Address of Financial Institution

\_\_\_\_\_  
City, State, Zip Code of Financial Institution

\_\_\_\_\_  
Escrow Account Number

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

**CONTRACT**  
**CITY OF PORT ORCHARD**  
**WELL NO. 9 WATER QUALITY RETROFIT PROJECT**  
**CONTRACT NO. C015-18**

THIS AGREEMENT made and entered into this April 10, 2018, by and between the City of Port Orchard, a municipality incorporated and existing under the laws of the State of Washington, by its City Council and Mayor, hereinafter called the "City," and JMG Constructors, hereinafter called the "Contractor."

**WITNESSETH:**

That the Contractor, in consideration of the covenants, agreements and payments to be performed and made by the City, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute, construct and finish in full compliance with the Contract Documents, Well No. 9 Water Quality Retrofit Project. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor's Bid Proposal dated March 30<sup>th</sup> 2018, attached hereto and incorporated herein by this reference as if set forth in full.

The Contract Documents, duly identified, together with the Instructions to Bidders, a confirmed copy of the Proposal made by the Contractor on March 30<sup>th</sup> 2018, and the 2016 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, as modified by Amendments and Special Provisions, are hereby made a part of this Contract and are mutually cooperative therewith. Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within **250 working days** after the Notice to Proceed Date.

It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the specified portions of the work completed in all its parts in the time specified, and as it may be difficult to accurately compute the amount of such damage, the Contractor expressly covenants and agrees to pay to the City liquidated damages, the sum as calculated by the equation shown in Section 1-08.9 of the WSDOT specification, for each and every working day said work is not complete beyond the time shown in the Proposal.

Contractor understands that his bid response documents and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to be disclosed upon a request. Contractor acknowledges that he has advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion and without notice by the City.



With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) with \_\_\_\_\_ as Surety, to insure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

In the event of litigation, venue shall be within Kitsap County, Washington.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

**CITY OF PORT ORCHARD**

By: \_\_\_\_\_  
Robert Putaansuu, Mayor

**CONTRACTOR**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brandy Rinearson, MMC, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sharon Cates, City Attorney

**PERFORMANCE AND PAYMENT BOND**

**CITY OF PORT ORCHARD  
WELL NO. 9 WATER QUALITY RETROFIT PROJECT  
PW PROJECT NO. PW-2018-007  
BOND TO CITY OF PORT ORCHARD, WASHINGTON**

Bond No. \_\_\_\_\_

We, \_\_\_\_\_, and \_\_\_\_\_

(Principal)

(Surety)

a \_\_\_\_\_ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington (“Owner”), in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for a project entitled Well No. 9 Water Quality Retrofit Design, No. PW-2018-007 (“Contract”). The initial penal sum shall equal 100 percent of the Total Bid Price, including all applicable state sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;

Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, and all other persons or agents who supply labor, equipment, or materials to the Project;

Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the contract, or

Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

Principle and Surety agree that if the Owner is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Owner reasonable attorney's fees, whether or not suit is commenced, in addition to the penal sum.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name and Title

By \_\_\_\_\_  
Attorney in Fact (Attach Power of Attorney)

Name and address of local office of \_\_\_\_\_  
Agent and/or Surety Company: \_\_\_\_\_  
\_\_\_\_\_

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

**ACKNOWLEDGEMENT**

Corporation, Partnership, or Individual

STATE OF \_\_\_\_\_)

)ss.

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the (check one of the following boxes):

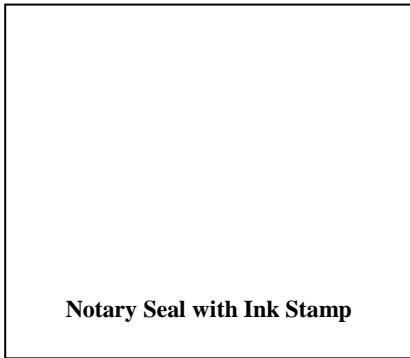
\_\_\_\_\_ of \_\_\_\_\_, the  
corporation,

\_\_\_\_\_ of \_\_\_\_\_, the  
partnership,

\_\_\_\_\_ of \_\_\_\_\_, the  
individual,

that executed the foregoing instrument to be the free and voluntary act and deed of said corporation, partnership, individual for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



\_\_\_\_\_

Print or type name

NOTARY PUBLIC,

in and for the State of Washington

Residing at \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**SURETY ACKNOWLEDGEMENT**

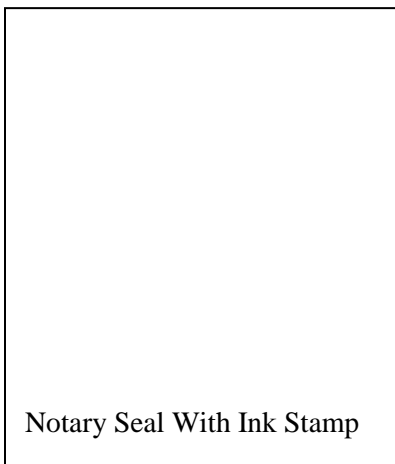
STATE OF \_\_\_\_\_)

)ss.

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that  $\Delta$  he  $\Delta$  she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



\_\_\_\_\_  
Print or type name

NOTARY PUBLIC,  
in and for the State of Washington

Residing \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**MAINTENANCE/WARRANTY BOND  
CITY OF PORT ORCHARD**

Project #: \_\_\_\_\_

Surety Bond #: \_\_\_\_\_

Date Posted: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

RE: Project Name: \_\_\_\_\_

Owner/Developer/Contractor: \_\_\_\_\_

Project Address: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That we, \_\_\_\_\_ (hereinafter called the "Principal"), and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port Orchard, Washington, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) 20% of the total contract amount, lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twenty-four (24) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has performed and satisfied the following conditions:

- A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)

- B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.
- C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.
- D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:
1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
    - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
    - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.
  2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.
- E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.
- F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless



the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

- G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Kitsap County Superior Court.
- H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this day of \_\_\_\_\_, 20\_\_.

SURETY COMPANY

DEVELOPER/OWNER

**(Signature must be notarized)**

**(Signature must be notarized)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**CHECK FOR ATTACHED NOTARY SIGNATURE**

\_\_\_\_ Individual (Form P-1)

\_\_\_\_ Corporation (Form P-2)

\_\_\_\_ Surety Company (Form P-2)







PROPOSAL

CITY OF PORT ORCHARD  
WELL NO. 9 WATER QUALITY RETROFIT PROJECT  
CONTRACT NO. C015-18

To: Mayor and City Council  
City of Port Orchard, Washington

Contractor: JMG Constructors, LLC. State License No.: JMGCOCL885C1

Date: 03/30/18  
Month/Day/Year

*Bidder's Declaration and Understanding*

The Bidder declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that he has exercised his own judgment regarding the interpretation, of subsurface information and has utilized all data, which he believes pertinent from City and other sources and has made such independent investigations as the Bidder deems necessary in arriving at his conclusions.

Bidder understands that any bid response documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidder acknowledges that he has advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Bidder may elect to give notice to Bidder of the request so as to allow Bidder to seek a protective order from a Court. Bidder acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion and without notice by the City.

*Contract Execution*

The Bidder agrees that if this Proposal is accepted, he will, within fourteen (14) calendar days after Notice of Award, complete and sign the Contract in the form annexed hereto, and will at that time deliver to the City executed copies of the Performance Bond, Labor and Material Payment bond, the Certificate of Insurance, and other documentation required by the Contract Documents, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus and other means of construction and do the work and furnish all the materials or services necessary to complete all work as specified or indicated in the Contract Documents.

Rev 6/24/16 by SEC  
City of Port Orchard  
Well No. 9 Water Quality Retrofit Project, Project #PW2018-007, Contract #C015-18  
LD-15  
Contract Documents

*Start of Construction and Contract Completion*

The Bidder further agrees that within 14 calendar days of Notice to Proceed, he will meet with engineering personnel and begin work, and complete the construction within 250 working days of Notice to Proceed.

*Lump Sum and Unit Price Work*

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the City has been merged with prices named in the proposal.

*Rev 6/24/16 by SEC  
City of Port Orchard  
Well No. 9 Water Quality Retrofit Project, Project #PW2018-007, Contract #C015-18  
LD-16  
Contract Documents*

**SCHEDULE OF CONTRACT PRICES**

**WELL NO. 9 WATER QUALITY RETROFIT PROJECT**

**NOTE:** If a discrepancy between the numerical unit price and the written (words) unit price is found, the written (words) unit price shall control.

Item No.	Estimated Quantity	Description of Item	Unit Price	Amount
<b>SCHEDULE A – FILTER SYSTEM</b>				
A-1	Estimate	Minor Changes <u>\$One hundred thousand dollars.</u> (Price in Words)	EST	\$100,000.00
A-2	Lump Sum	Construction Surveying <u>\$ Five Thousand Three Hundred Dollars</u> (Price in Words)	L.S.	<u>\$ 5,300.00</u>
A-3	Lump Sum	Erosion and Sediment Control <u>\$ Four Thousand Dollars</u> (Price in Words)	L.S.	<u>\$ 4,000.00</u>
A-4	Lump Sum	Mobilization <u>\$ Eighty Five Thousand Dollars</u> (Price in Words)	L.S.	<u>\$ 85,000.00</u>
A-5	Lump Sum	Project Temporary Traffic Control <u>\$ Six Thousand Dollars</u> (Price in Words)	L.S.	<u>\$ 6,000.00</u>
A-6	Lump Sum	Demolition <u>\$ Seventeen Thousand Dollars</u> (Price in Words)	L.S.	<u>\$ 17,000.00</u>
A-7	Lump Sum	Relocate Existing Buried Power <u>\$ Thirteen Thousand Five Hundred Dollars</u> (Price in Words)	L.S.	<u>\$ 13,500.00</u>
A-8	400 LF	Saw Cutting <u>\$ One Thousand Four Hundred Dollars</u> (Price in Words) Per Linear Foot	<u>\$ 3.50</u>	<u>\$ 1,400.00</u>
A-9	6 Ton	Asphalt Mix Asphalt <u>\$ One Thousand Six Hundred Eighty Dollars</u> (Price in Words) Per Ton	<u>\$ 280.00</u>	<u>\$ 1,680.00</u>
A-10	Lump Sum	Manhole 48 In. Diam. Type A <u>\$ Four Thousand Dollars</u> (Price in Words)	L.S.	<u>\$ 4,000.00</u>
A-11	Lump Sum	Manhole 48 In. Diam. Type 3 <u>\$ Fifteen Thousand Dollars</u> (Price in Words)	L.S.	<u>\$ 15,000.00</u>

Rev 6/24/16 by SEC  
 City of Port Orchard  
 Well No. 9 Water Quality Retrofit Project, Project #PW2018-007, Contract #C015-18  
 LD-17  
 Contract Documents

Item No.	Estimated Quantity	Description of Item	Unit Price	Amount
<b>SCHEDULE A - FILTER SYSTEM</b>				
A-12	Lump Sum	Drain Sump \$ <u>Four Thousand Five Hundred Dollars</u> (Price in Words)	L.S.	\$ <u>4,500.00</u>
A-13	Lump Sum	Shoring (for Trenches, Cl. B) \$ <u>Four Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>4,000.00</u>
A-14	Lump Sum	Site Restoration \$ <u>Fifteen Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>15,000.00</u>
A-15	10 LF	Cement Concrete Curb/Gutter \$ <u>Two Thousand Five Hundred Ten Dollars</u> (Price in Words) Per Linear Foot	\$ <u>251.00</u>	\$ <u>2,510.00</u>
A-16	Lump Sum	Chain Link Fence \$ <u>One Hundred Thirty Five Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>135,000.00</u>
A-17	2 SY	Cement Concrete Sidewalk \$ <u>One Thousand Two Hundred Eighty Dollars</u> (Price in Words) Per Square Yard	\$ <u>640.00</u>	\$ <u>1,280.00</u>
A-18	Lump Sum	4" Ductile Iron Pressure Sewer \$ <u>Fifteen Thousand Five Hundred Dollars</u> (Price in Words)	L.S.	\$ <u>15,500.00</u>
A-19	Lump Sum	8" PVC Sewer \$ <u>Ten Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>10,000.00</u>
A-20	Lump Sum	6" Ductile Iron Yard Piping \$ <u>Twenty One Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>21,000.00</u>
A-21	Lump Sum	4" PVC Drain \$ <u>Three Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>3,000.00</u>
A-22	Lump Sum	4" PVC Sewer \$ <u>Two Thousand Five Hundred Dollars</u> (Price in Words)	L.S.	\$ <u>2,500.00</u>
A-23	Lump Sum	2" Water Service and Meter \$ <u>Nine Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>9,000.00</u>
A-24	Lump Sum	1.5" Water Service Line \$ <u>Seven Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>7,000.00</u>

Rev 6/24/16 by SEC  
City of Port Orchard  
Well No. 9 Water Quality Retrofit Project, Project #PW2018-007, Contract #C015-18  
LD-18  
Contract Documents



Item No.	Estimated Quantity	Description of Item	Unit Price	Amount
<b>SCHEDULE A – FILTER SYSTEM</b>				
A-25	Lump Sum	Filter Building Construction \$ <u>One Hundred Fifteen Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>115,000.00</u>
A-26	Lump Sum	Filter Building Process Piping and Appurtenances \$ <u>Forty Five Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>45,000.00</u>
A-27	Lump Sum	Filtration System \$ <u>Two Hundred Six Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>206,000.00</u>
A-28	Lump Sum	Heater, Exhaust Fans, and Intake Louvers \$ <u>Fifteen Thousand Five Hundred Dollars</u> (Price in Words)	L.S.	\$ <u>15,500.00</u>
A-29	Lump Sum	Prefabricated Flush Toilet Building \$ <u>Ninety Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>90,000.00</u>
A-30	Lump Sum	Electrical, Instrumentation, and Controls \$ <u>One Hundred Seventy Five Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>175,000.00</u>
A-31	Lump Sum	Remove and Replace Existing Onsite Hypochlorite Generator \$ <u>Eighty Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>80,000.00</u>
<b>Subtotal Schedule A</b>				\$ <u>1,209,670.00</u>
<b>Sales Tax @ 9.0%</b>				\$ <u>108,870.00</u>
<b>TOTAL SCHEDULE A</b>				\$ <u>1,318,540.00</u>

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Item No.	Estimated Quantity	Description of Item	Unit Price	Amount
<b>SCHEDULE B – BOOSTER PUMP REPLACEMENT</b>				
B-1	Lump Sum	Booster Pumps \$ <u>One Hundred Two Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>102,000.00</u>
B-2	Lump Sum	Treatment Building Electrical Upgrades \$ <u>One Hundred Sixty One Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>161,000.00</u>
B-3	Lump Sum	Demolish Existing Weir \$ <u>Three Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>3,000.00</u>
<b>Subtotal Schedule B</b>			\$	<u>266,000.00</u>
<b>Sales Tax @ 9.0%</b>			\$	<u>23,940.00</u>
<b>TOTAL SCHEDULE B</b>			\$	<u>289,940.00</u>

Item No.	Estimated Quantity	Description of Item	Unit Price	Amount
<b>SCHEDULE C</b>				
C-1	Lump Sum	Clearwell Construction \$ <u>One Hundred Five Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>105,000.00</u>
C-2	Lump Sum	New Auxiliary Power Generation and Support Slab \$ <u>Eighty Six Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>86,000.00</u>
C-3	Lump Sum	Replace Existing Clearwell Hatch \$ <u>Eight Thousand Eight Hundred Dollars</u> (Price in Words)	L.S.	\$ <u>8,800.00</u>
C-4	Lump Sum	Dehumidifier \$ <u>Eleven Thousand Dollars</u> (Price in Words)	L.S.	\$ <u>11,000.00</u>
<b>Subtotal Schedule C</b>			\$	<u>210,800.00</u>
<b>Sales Tax @ 9.0%</b>			\$	<u>18,972.00</u>
<b>TOTAL SCHEDULE C</b>			\$	<u>229,772.00</u>

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Contract Documents

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**TOTAL OF SCHEDULES**

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Total Schedule A brought forward: \$ 1,318,540.00Total Schedule B brought forward: \$ 289,940.00Total Schedule C brought forward: \$ 229,772.00TOTAL BID: \$ 1,838,252.00**SALES TAX**

In accordance with Section 1-07.2(1) State Sales Tax: Work performed on City, County, or Federally-owned land, the Contractor shall include Washington State retail sales taxes in the various unit bid prices or other amounts. These retail sales taxes shall include those the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work.

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The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than fourteen (14) calendar days after Notice to Proceed and to complete the project within the time stipulated in the Contract. By signing below, Bidder acknowledges receipt of the following Addenda to the Bid Documents:


**CITY OF PORT ORCHARD  
WELL NO. 9 WATER QUALITY RETROFIT PROJECT  
CONTRACT NO. C015-18**

<u>001</u>	<u>03/22/18</u>		
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.

By signing below, Bidder certifies that he/she has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

<b><u>OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:</u></b>	
"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct."	
Signature: 	Date: <u>3/30/18</u>
Printed Name and Title: <u>Ann Granlee - President</u>	Location or Place Executed (City, State): <u>Poulsbo, WA</u>
Business Address: <u>P.O. Box 241 Keyport, WA 98345</u>	Business Telephone: <u>(360) 731-7497</u>

NOTES: If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).

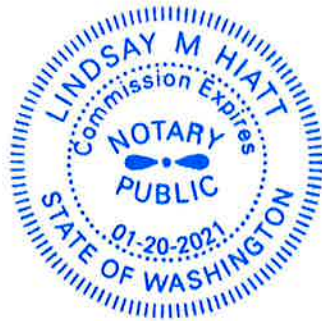
Rev 6/24/16 by SEC  
City of Port Orchard  
Well No. 9 Water Quality Retrofit Project, Project #PW2018-007, Contract #C015-18  
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STATE OF Washington )  
 )ss.

COUNTY OF Kitsap )

I certify that I know or have satisfactory evidence that Ann Granlee signed this proposal, on oath stated that he/she was authorized to execute the proposal and acknowledged it as the President (title) of JMG Constructors, LLC. (name of party on behalf of whom proposal was executed) and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this proposal.

Dated this 30<sup>th</sup> day of March, 2018.



Lindsay M. Hiatt  
Notary Public

Lindsay M. Hiatt  
Printed Name

My Commission Expires: 01/20/21

**Subcontractor List**

*Prepared in compliance with RCW 39.30.060 as amended*

To Be Submitted with the Bid Proposal

Project Name Well No. 9 Water Quality Retrofit

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW **must** be listed below. The work to be performed is to be listed below the subcontractor(s) name.

**To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.**

Subcontractor Name JMG Constructors, LLC.  
Work to be performed Mechanical Piping / Plumbing

Subcontractor Name Custom Electric + Controls  
Work to be performed Electrical

Subcontractor Name Capital Heating + Cooling  
Work to be performed HVAC

Subcontractor Name \_\_\_\_\_  
Work to be performed \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be performed \_\_\_\_\_

\* Bidder's are notified that is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc. are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

SR

DOT Form 271-015 EF  
Revised 08/2012

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City of Port Orchard  
Well No. 9 Water Quality Retrofit Project, Project #PW2018-007, Contract #C015-18  
LD-10  
Contract Documents



**BID SECURITY**

**CITY OF PORT ORCHARD  
WELL NO. 9 WATER QUALITY RETROFIT PROJECT  
CONTRACT NO. C015-18**

**BID DEPOSIT:**

The undersigned Principal hereby submits a Bid Deposit with the City of Port Orchard in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_).

**BID BOND:**

KNOW ALL MEN BY THESE PRESENTS: That we, JMG Constructors, LLC, as Principal and North American Specialty Insurance Company, as Surety, are held firmly bound unto the City of Port Orchard, Washington, as Obligee, in the penal sum of Five (5%) Percent of Bid Amount Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The conditions of this obligation are such that if the Obligee shall make any award to the Principal for Well No. 9 Water Quality Retrofit Project, Port Orchard, Washington, according to the terms of the Proposal or Bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said Proposal or Bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this Bond. Principle and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Obligee reasonable attorney's fees, whether or not suit is commenced, in addition to the penal sum.

Signed, Sealed and Dated this 20th day of March, 2018.

JMG Constructors, LLC

North American Specialty Insurance Company

Principal

Surety

Signature of Authorized Official

Signature of Authorized Official

Ann Granlee - President  
Printed Name and Title

By Karen Rhodes  
Attorney-in-Fact (Attach Power of Attorney)

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City of Port Orchard  
Well No. 9 Water Quality Retrofit Project, Project #PW2018-007, Contract #C015-18  
LD-30  
Contract Documents



Name and address of local office of  
Agent and/or Surety Company:

M.B. McGowan & Associates Insurance Agency, Inc.  
7250 Redwood Blvd. Suite 110 Novato, CA 94945

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North American Specialty Insurance Company  
100 Pine Street, Suite 2200 San Francisco, CA 94111

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Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specification.

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City of Port Orchard  
Well No. 9 Water Quality Retrofit Project, Project #PW2018-007, Contract #C015-18  
LD-31  
Contract Documents*

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Marin )

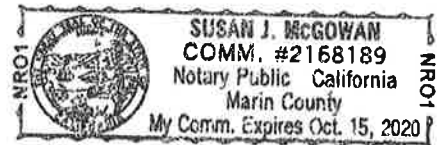
On March 20, 2018 before me, Susan J. McGowan, Notary Public  
(insert name and title of the officer)

personally appeared Karen Rhodes  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

MICHAEL B. McGOWAN, SUSAN J. McGOWAN, DEBBIE L. WELSH
DONNA J. FROWD, JON RICHARD SULLIVAN, AND KAREN RHODES

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17 day of JANUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 17 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of March, 2018.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

### **NON-COLLUSION DECLARATION**

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

### **NOTICE TO ALL BIDDERS**

To report rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BR

DOT Form 272-0881 EF  
07/2011

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City of Port Orchard  
Well No. 9 Water Quality Retrofit Project, Project #PW2018-007, Contract #C015-18  
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BIDDER'S QUALIFICATION FORM

CITY OF PORT ORCHARD  
WELL NO. 9 WATER QUALITY RETROFIT PROJECT  
CONTRACT NO. C015-18

1. Name of Contractor: JMG Constructors, LLC.  
Address: P.O. Box 241 Keyport, WA 98345
2. Telephone No. ( 360 ) 731-7497 Fax No.: ( 360 ) 394-0015
3. Washington State Dept. of Labor and Industries Worker's Compensation Account No.: 237,775-00
4. Washington State Dept. of Licensing Contractor's Registration No. JMGCOCL885C1  
Expiration Date: 02/21/20
5. Washington State Uniform Business Identifier No. 603-177-084  
(Must have UBI number before the contract is awarded.)
6. Number of years engaged in contracting business under above name: 6 years
7. At the time of bid submittal, did the contractor have a certificate of registration in compliance with Chapter 18.27 RCW? Yes
8. Does the contractor have industrial insurance coverage for its employees working in Washington as required in Title 51 RCW? Yes
9. Does the contractor have an employment security department number as required in Title 50 RCW? (provide number): Yes
10. Does the contractor have a state excise tax registration number as required in Title 82 RCW? (provide number): Yes
11. Has the contractor been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)? No
12. Until December 31, 2013, did the contractor violate RCW 39.04.370 more than one time as determined by the department of labor and industries? No
13. Within the three-year period immediately preceding the date of the bid solicitation, was the contractor (determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction) to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW?  
No
14. Has the contractor violated the "Off-site Prefabricated Non-Standard Project Specific Items" reporting requirements more than one time as determined by the department of labor and industries?  
No

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15. Particular types of construction performed by your company: Heavy Civil Construction,  
Wastewater Treatment Plants, Industrial Construction, Structural  
Components, Building Renovation and Water Treatment.

16. Gross amount of contracts now on hand: \$ 4,500,000.00

17. List similar recent construction projects that your firm has done in the last 5 years (i.e., water and storm and sanitary sewer main construction, road reconstruction, excavations, extensive dewatering, etc.):


Amount	Type	Owner's Name	Phone
\$2,103,430.00	Well/Water	City of Gig Harbor, WA	(253)853-7637
\$1,922,903.00	Water	City of Bremerton, WA	(360)473-2312
\$744,569.00	Water	National Park Service - Olympic Ntl Park	(360)477-8245
\$768,704.00	Building	City of Port Orchard, WA	(360)876-4991
\$641,742.00	Water	National Park Service	(415)561-4932
\$1,437,710.00	Water	Jefferson County PUD	(360)385-8346
\$1,331,206.00	Water	Silverdale Water District	(360)447-3513

18. What is the construction experience of the principal individuals to be assigned to this project?

Name	Title	Years of Construction Experience	Availability
Jeff Grantee	Project Manager	17+	50%
Ron Ellingford	General Superintendent	10+	100%



Pursuant to RCW 39.06.020, the contractor further agrees to verify responsibility criteria for each of its subcontractors and to require each of its subcontractors to both verify responsibility criteria for its subcontractors and include instant condition for verification requirement.

By:   
(Authorized Signature) Ann Granlee

Title: President

Date: 3/30/18

**NOTE:** Any bidder having current outstanding litigation with the City will not be considered responsible and will be rejected by the City.

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**City of Port Orchard  
Council Meeting Minutes  
Work Study Session Meeting of March 20, 2018**

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**CALL TO ORDER AND ROLL CALL**

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

Roll call was taken by the City Clerk as follows:

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

Staff present: Public Works Director Dorsey, Community Development Director Bond, City Attorney Cates, City Clerk Rinearson, and Office Assistant II Whisenant were also present.

**Pledge of Allegiance**

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

**1. An Ordinance Banning the Retail Sale of Puppies and Kittens from Mill Breeders**

Community Development Director Bond briefly restated previous Council discussions on the presented ordinance.

Councilmember Ashby stated concerns over portions of the presented ordinance, regarding some of its wording. It was reminded that the current Ordinance is to protect all animals, not just puppies and kittens.

Mayor, councilmembers, and staff spoke on the focus of banning the sale of pets that come from puppy and kitten mills, changing definitions for clarification, designating an enforcement authority, and identifying which meeting to bring the revised changes.

Clarification on banning puppy and kitten mills was designated as a separate issue, restating this ordinance is for banning the sale only.

**Council Direction:** Staff to revise definitions and add as discussion item to first meeting in April.

## **2. Initiative and Referendum**

Mayor Putaansuu recapped the previous discussions held and steps leading to the discussion of Initiative and Referendum. City Attorney Cates explained the MSRC guide, as provided in the packet.

Mayor, councilmembers, and staff discussed the process variations between different cities, limitations, budgeting potential ballot costs and staffing needs.

**Council Direction:** Item was tabled.

## **3. Log Cabin Benches within Right-of-Way**

Mayor Putaansuu informed Council that the Sidney Museum and Arts Association recently added park benches in the City's unopened right-of-way and is seeking permission to secure them to the ground.

Mayor, councilmembers, and staff discussed the use of right-of-way, donation of benches to the city, and safely installing the benches.

**Council Direction:** Staff is to move forward with installing the benches.

## **Miscellaneous Discussion**

Public Works Director Dorsey spoke on previous revisions to the right-of-way permit process, which has led to requesting a franchise agreement with West Sound Utility District (WSUD). This would be requiring WSUD to obtain a bond for the contractors to access city right-of-way. A letter will be sent to WSUD stating no further work to be performed until permit/franchise process is completed.

Mayor Putaansuu and Public Works Director Dorsey spoke on the SR 16/Gorst Project and probable outcomes.

## **4. 2018 Legislative Session Recap**

Chelsea Hager provided the Council with the 2018 Legislation update, and its potential impact to the next biennium:

- Three budgets were adopted; supplemental, capital, and operating transportation;
- A record number of bills were introduced;
- A political shift could occur in the next election;
- Update on McCleary;

- City's legislative priorities - Rockwell Pocket Park, transportation items, and Comprehensive Plan updates; and
- Bills passed, potentially impactful to local governments.

Mayor, councilmembers, and staff discussed condominium development, Department of Natural Resources regarding funding of boat issues, armory to be utilized by South Kitsap School District, update with the Rockwell Pocket Park, future ribbon cuttings, and Puget Sound Regional Council (PSRC) attempting recognition as a military center.

**Council Direction:** No direction was given.

#### **ADJOURNMENT**

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

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Brandy Rinearson, MMC, City Clerk

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Robert Putaansuu, Mayor

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**Alternatives:** Revise the draft ordinance, adopt the ordinance, set a public hearing prior to considering adoption of the ordinance, or table the ordinance.

**Attachments:** Replacement Ordinance (clean and redline versions); Original Work-Study Ordinance

**ORDINANCE NO. \_\_\_\_\_ (REPLACEMENT ORDINANCE 3/22/2018)**

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING CERTAIN SECTIONS OF TITLE 7 (“ANIMALS”) OF THE PORT ORCHARD MUNICIPAL CODE TO PROHIBIT THE SALE OF DOGS AND CATS OBTAINED FROM “PUPPY MILLS” OR “KITTEN MILLS”; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE.

**WHEREAS**, the City Council has determined that it is in the best interests of the City of Port Orchard to amend certain sections of Title 7 of the Port Orchard Municipal Code, entitled “Animals”, to prohibit the sale of dogs and cats obtained from puppy mills or kitten mills, in an effort to reduce costs to the City and its residents, protect the citizens of the City who may purchase dogs and cats from a pet shop, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more healthy and humane environment in the City; and

**WHEREAS**, a significant number of puppies and kittens sold at pet shops come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for ("puppy mills" and "kitten mills," respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet shop dogs and cats come from puppy mills and kitten mills; and

**WHEREAS**, the documented abuses endemic to puppy and kitten mills include: over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

**WHEREAS**, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet shops due to both a lack of education on the issue and misleading tactics of pet shops in some cases. These health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

**WHEREAS**, current federal, Washington State, and Kitsap County regulations do not adequately address the sale of animals in pet shops; and

**WHEREAS**, this ordinance will not affect consumers’ ability to obtain dogs and cats from pet shops when those dogs and cats do not originate from puppy mills or kitten mills, or to obtain them directly from an animal welfare organization or from a breeder where

the consumer can see directly the conditions in which the cats and dogs are bred, or can confer directly with the breeder concerning those conditions; **NOW THEREFORE,**

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

**SECTION 1.** Port Orchard Municipal Code Section 7.01.010 (“Definitions”) is hereby amended as follows (deleted text in ~~strike through~~; new text in underline):

**7.01.010 Definitions.**

Within the provisions of this title, the following definitions shall apply:

(1) “Animal” is a female, spayed female, male or neutered male animal, including any goat, horse, mule, cattle, swine or other domestic livestock used or raised on a farm, and any living vertebrate creature including reptiles or birds and excluding any marine mammals, fish or man. Animal also includes dogs or cats unless specifically excluded.

(2) “Animal control authority” means the Kitsap Humane Society or other agency or organization designated as the animal control authority in an animal control services agreement.

(3) “Abandonment” means the owner has left the animal for a period of 24 hours without making effective provisions for its proper care.

(4) “Adequate shelter” means a moisture proof and wind proof structure that allows the animal to turn around freely, sit easily, stand and lie normally, and that keeps the animal clean, dry and comfortable.

(5) “At large” is off the premises of the owner or keeper of the dog, or animal, and not under restraint by leash or chain or not otherwise controlled by a competent person.

(6) “Boarding kennel” means a commercial establishment with the purpose of keeping, caring for, and/or boarding dogs and or cats. No animals shall be offered for sale and no breeding for commercial sale shall occur on the premises.

(7) “Cat” is a female, spayed female, male, or neutered male cat.

(8) “Commercial kennel” means an establishment for the breeding and/or sale of dogs and/or cats.

(9) “Court” means Port Orchard municipal court.

(10) “Dangerous animal” means any animal that:

(a) Inflicts severe injury on a human being without provocation on public or private property;

(b) Kills a domestic animal without provocation while the attacking animal is off the owner’s property; or

(c) Has been previously found to be potentially dangerous because of injury inflicted on a human, the owner having received notice of such, and



the animal again aggressively bites, attacks, or endangers the safety of humans.

This definition shall not include a police dog as defined in RCW 4.24.410.

- (11) "Dog" is a female, spayed female, male or neutered male dog.
- (12) "Dog handler" means a law enforcement officer who has successfully completed training as prescribed by the Washington State Criminal Justice Training Commission in police dog handling.
- (13) "Domestic livestock" means any male or female hoofed animal.
- (14) "Grooming parlor" means any place, establishment, store or department of any store, that handles live dogs and/or cats and offers to bathe, trim, or groom the animal in any manner.
- (15) "Hobby kennel" means a noncommercial residential kennel with the purpose of keeping dogs and or cats owned by one individual. A hobby kennel is limited to a maximum of 10 dogs and/or cats.
- (16) "Inhumane treatment" means every act, omission, or neglect whereby unnecessary or unjustified physical pain or suffering is caused or permitted.
- (17) "Local law enforcement officer" means the police chief or his/her designee.
- (18) "Mill – puppy or kitten" means a large-scale, commercial breeding facility for dogs and/or cats in which profit is prioritized over the well being of the animals and/or where the health and welfare of the animals are not adequately provided for.
- (19) "Neglect" means the failure to provide proper food, potable water, adequate shelter, opportunity for exercise, or other care normal, usual, and proper for an animal's health and well being.
- (20) "Offer for sale" means to sell, offer for sale or adoption, advertise for the sale of, barter, auction, give away, or otherwise dispose of a live animal.
- (21) "Owner" is any person or entity that controls, maintains, possesses, has custody of, or otherwise provides care, shelter, protection, restraint, refuge, food, or nourishment in such a manner as to control an animal's activities.
- (22) "Pet shop" is any place, establishment, store, or department of any store, that handles live animals, including dogs, cats, rabbits, birds, reptiles, other fowl, or fish, and offers to sell or rent to the public such animals at retail or wholesale.
- (23) "Police dog" means a dog used by a law enforcement agency specially trained for law enforcement work and under the control of a dog handler.
- (24) "Provocation" means teasing, taunting, striking or other like action, or the unauthorized entry onto the premises where an animal is kept.
- (25) "Potentially dangerous" means an animal that, when unprovoked:
  - (a) Chases or approaches a person upon the streets, sidewalks or any other public grounds in a menacing fashion or apparent attitude of attack;
  - (b) Causes injury to or otherwise threatens the safety of a human or domestic animal; or
  - (c) Inflicts a bite upon a human or domestic animal either on public or

private property.

(26) "Secure enclosure" means a chain link enclosure consisting of secure sides and a secure top, or if without top, having sides which are at least eight feet high, and with a floor permanently attached to the sides, or having sides which are embedded at least one foot into the ground, and which is constructed of such material and closed in such manner that the animal(s) cannot exit on their own.

(27) "Severe injury" means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

(28) "Stray" is any animal loitering in a neighborhood or any public place without an apparent owner or home.

(29) "Under control" means the animal is under voice and/or signal control so as to be thereby restrained from approaching any bystander or other animal or from causing or being the cause of physical or property damage when off a leash or off the premises of the owner.

(30) The present tense shall include the past and future tenses, and the future, the present. Each gender shall include all genders. The singular number shall include the plural and the singular.

Whenever a power is granted to or a duty is imposed upon the humane society, poundmaster or other public officer, the power may be exercised or the duty may be performed by a deputy of the officer or by a person authorized pursuant to the law by the officer unless this chapter expressly provides otherwise.

**SECTION 2.** Port Orchard Municipal Code Section 7.16.080 ("Operation requirements") is hereby amended as follows (new text in underline):

**7.16.080 Operation requirements.**

(1) Proper diet, fresh potable water, shelter, and medical attention shall be provided to all animals.

(2) Food shall be stored in a fashion, which prevents contamination or infestation.

(3) The facilities shall be maintained and operated in a healthful, sanitary manner free from disease, infestation and foul odors.

(4) Sick animals shall be isolated from healthy animals in quarters adequately ventilated to prevent contamination of healthy animals.

(5) Animals shall receive adequate food, water, and care on days when the facility is not open for business.

(6) Animals shall be immunized from disease as is usual and customary for the animal's age and species.

(7) Ownership of animal offered for sale: the owner/manager of the pet shop shall maintain written documentation of the source of all animals offered on consignment or otherwise being sold for compensation at a pet shop. Such

documentation shall include a copy of the valid commercial kennel license for the source at time of breeding and disbursement. Records of all animals, reptiles, fish, or other animals offered for sale shall be readily available to enforcement and licensing agencies.

(8) Pet shops are prohibited from offering for sale dogs or cats that have been obtained from a puppy mill or kitten mill, as defined in POMC 7.01.010.

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

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

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

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this \_\_\_\_\_ day of April 2018.

\_\_\_\_\_  
Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

\_\_\_\_\_  
Brandy Rinearson, CMC, City Clerk

\_\_\_\_\_  
Fred Chang, Councilmember

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Cates, City Attorney

PUBLISHED:

EFFECTIVE DATE:

**ORDINANCE NO. \_\_\_\_\_ (REDLINE REPLACEMENT ORDINANCE 3/22/2018)**

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING CERTAIN SECTIONS OF TITLE 7 (“ANIMALS”) OF THE PORT ORCHARD MUNICIPAL CODE TO PROHIBIT THE SALE OF DOGS AND CATS OBTAINED FROM “PUPPY MILLS” OR “KITTEN MILLS”; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE.

**WHEREAS**, the City Council has determined that it is in the best interests of the City of Port Orchard to amend certain sections of Title 7 of the Port Orchard Municipal Code, entitled “Animals”, to prohibit the sale of dogs and cats obtained from puppy mills or kitten mills, in an effort to reduce costs to the City and its residents, protect the citizens of the City who may purchase dogs and cats from a pet shop, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more healthy and humane environment in the City; and

**WHEREAS**, a significant number of puppies and kittens sold at pet shops come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for ("puppy mills" and "kitten mills," respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet shop dogs and cats come from puppy mills and kitten mills; and

**WHEREAS**, the documented abuses endemic to puppy and kitten mills include: over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

**WHEREAS**, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet shops due to both a lack of education on the issue and misleading tactics of pet shops in some cases. These health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

**WHEREAS**, current federal, Washington State, and Kitsap County regulations do not adequately address the sale of animals in pet shops; and

**WHEREAS**, this ordinance will not affect consumers’ ability to obtain dogs and cats from pet shops when those dogs and cats do not originate from puppy mills or kitten mills, or to obtain them directly from an animal welfare organization or from a breeder where

the consumer can see directly the conditions in which the cats and dogs are bred, or can confer directly with the breeder concerning those conditions; **NOW THEREFORE,**

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

**SECTION 1.** Port Orchard Municipal Code Section 7.01.010 (“Definitions”) is hereby amended as follows (deleted text in ~~strikethrough~~; new text in underline):

**7.01.010 Definitions.**

Within the provisions of this title, the following definitions shall apply:

- (1) “Animal” is a female, spayed female, male or neutered male animal, including any goat, horse, mule, cattle, swine or other domestic livestock used or raised on a farm, and any living vertebrate creature including reptiles or birds and excluding any marine mammals, fish or man. Animal also includes dogs or cats unless specifically excluded.
- (2) “Animal control authority” means the Kitsap Humane Society or other agency or organization designated as the animal control authority in an animal control services agreement.
- (3) “Abandonment” means the owner has left the animal for a period of 24 hours without making effective provisions for its proper care.
- (4) “Adequate shelter” means a moisture proof and wind proof structure that allows the animal to turn around freely, sit easily, stand and lie normally, and that keeps the animal clean, dry and comfortable.
- (5) “At large” is off the premises of the owner or keeper of the dog, or animal, and not under restraint by leash or chain or not otherwise controlled by a competent person.
- (6) “Boarding kennel” means a commercial establishment with the purpose of keeping, caring for, and/or boarding dogs and or cats. No animals shall be offered for sale and no breeding for commercial sale shall occur on the premises.
- (7) “Cat” is a female, spayed female, male, or neutered male cat.
- (8) “Commercial kennel” means an establishment for the breeding and/or sale of dogs and/or cats.
- (9) “Court” means Port Orchard municipal court.
- (10) “Dangerous animal” means any animal that:
  - (a) Inflicts severe injury on a human being without provocation on public or private property;
  - (b) Kills a domestic animal without provocation while the attacking animal is off the owner’s property; or
  - (c) Has been previously found to be potentially dangerous because of injury inflicted on a human, the owner having received notice of such, and

the animal again aggressively bites, attacks, or endangers the safety of humans.

This definition shall not include a police dog as defined in RCW 4.24.410.

- (11) "Dog" is a female, spayed female, male or neutered male dog.
- (12) "Dog handler" means a law enforcement officer who has successfully completed training as prescribed by the Washington State Criminal Justice Training Commission in police dog handling.
- (13) "Domestic livestock" means any male or female hoofed animal.
- (14) "Grooming parlor" means any place, establishment, store or department of any store, that handles live dogs and/or cats and offers to bathe, trim, or groom the animal in any manner.
- (15) "Hobby kennel" means a noncommercial residential kennel with the purpose of keeping dogs and or cats owned by one individual. A hobby kennel is limited to a maximum of 10 dogs and/or cats.
- (16) "Inhumane treatment" means every act, omission, or neglect whereby unnecessary or unjustified physical pain or suffering is caused or permitted.
- (17) "Local law enforcement officer" means the police chief or his/her designee.
- (18) "Mill – puppy or kitten" means a large-scale, commercial breeding facility for dogs and/or cats in which profit is prioritized over the well being of the animals and/or where the health and welfare of the animals are not adequately provided for.
- ~~(1819)~~ "Neglect" means the failure to provide proper food, potable water, adequate shelter, opportunity for exercise, or other care normal, usual, and proper for an animal's health and well being.
- (20) "Offer for sale" means to sell, offer for sale or adoption, advertise for the sale of, barter, auction, give away, or otherwise dispose of a live animal.
- ~~(1921)~~ "Owner" is any person or entity that controls, maintains, possesses, has custody of, or otherwise provides care, shelter, protection, restraint, refuge, food, or nourishment in such a manner as to control an animal's activities.
- ~~(2022)~~ "Pet shop" is any place, establishment, store, or department of any store, that handles live animals, including dogs, cats, rabbits, birds, reptiles, other fowl, or fish, and offers to sell or rent to the public such animals at retail or wholesale.
- ~~(2123)~~ "Police dog" means a dog used by a law enforcement agency specially trained for law enforcement work and under the control of a dog handler.
- ~~(2224)~~ "Provocation" means teasing, taunting, striking or other like action, or the unauthorized entry onto the premises where an animal is kept.
- ~~(2325)~~ "Potentially dangerous" means an animal that, when unprovoked:
- (a) Chases or approaches a person upon the streets, sidewalks or any other public grounds in a menacing fashion or apparent attitude of attack;
  - (b) Causes injury to or otherwise threatens the safety of a human or domestic animal; or
  - (c) Inflicts a bite upon a human or domestic animal either on public or

private property.

~~(2426)~~ "Secure enclosure" means a chain link enclosure consisting of secure sides and a secure top, or if without top, having sides which are at least eight feet high, and with a floor permanently attached to the sides, or having sides which are embedded at least one foot into the ground, and which is constructed of such material and closed in such manner that the animal(s) cannot exit on their own.

~~(2527)~~ "Severe injury" means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

~~(2628)~~ "Stray" is any animal loitering in a neighborhood or any public place without an apparent owner or home.

~~(2729)~~ "Under control" means the animal is under voice and/or signal control so as to be thereby restrained from approaching any bystander or other animal or from causing or being the cause of physical or property damage when off a leash or off the premises of the owner.

~~(2830)~~ The present tense shall include the past and future tenses, and the future, the present. Each gender shall include all genders. The singular number shall include the plural and the singular.

Whenever a power is granted to or a duty is imposed upon the humane society, poundmaster or other public officer, the power may be exercised or the duty may be performed by a deputy of the officer or by a person authorized pursuant to the law by the officer unless this chapter expressly provides otherwise.

**SECTION 2.** Port Orchard Municipal Code Section 7.16.080 ("Operation requirements") is hereby amended as follows (new text in underline):

**7.16.080 Operation requirements.**

- (1) Proper diet, fresh potable water, shelter, and medical attention shall be provided to all animals.
- (2) Food shall be stored in a fashion, which prevents contamination or infestation.
- (3) The facilities shall be maintained and operated in a healthful, sanitary manner free from disease, infestation and foul odors.
- (4) Sick animals shall be isolated from healthy animals in quarters adequately ventilated to prevent contamination of healthy animals.
- (5) Animals shall receive adequate food, water, and care on days when the facility is not open for business.
- (6) Animals shall be immunized from disease as is usual and customary for the animal's age and species.
- (7) Ownership of animal offered for sale: the owner/manager of the pet shop shall maintain written documentation of the source of all animals offered on consignment or otherwise being sold for compensation at a pet shop. Such

documentation shall include a copy of the valid commercial kennel license for the source at time of breeding and disbursement. Records of all animals, reptiles, fish, or other animals offered for sale shall be readily available to enforcement and licensing agencies.

(8) Pet shops are prohibited from offering for sale dogs or cats that have been obtained from a puppy mill or kitten mill, as defined in POMC 7.01.010.

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

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

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

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this \_\_\_\_\_ day of April 2018.

\_\_\_\_\_  
Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

\_\_\_\_\_  
Brandy Rinearson, CMC, City Clerk

\_\_\_\_\_  
Fred Chang, Councilmember

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Cates, City Attorney

PUBLISHED:

EFFECTIVE DATE:



**ORDINANCE NO. \_\_\_\_\_ (ORIGINAL WORK STUDY ORDINANCE 3/9/2018)**

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING CHAPTER 7.16 (“PET SHOPS, ANIMAL SHELTERS AND BOARDING KENNELS”) OF THE PORT ORCHARD MUNICIPAL CODE TO BAN THE SALE OF DOGS AND CATS BRED AND RAISED AT “PUPPY MILLS” OR “KITTEN MILLS”; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE.

**WHEREAS**, the City Council has determined that it is in the best interests of the City of Port Orchard to amend Chapter 7.16 of the Port Orchard Municipal Code, entitled “Pet Shops, Animal Shelters and Boarding Kennels”, to adopt reasonable regulations to reduce costs to the City and its residents, protect the citizens of the City who may purchase cats and dogs from a pet shop, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more healthy and humane environment in the City; and

**WHEREAS**, a significant number of puppies and kittens sold at pet shops come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for (“puppy mills” and “kitten mills,” respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet shop dogs and cats come from puppy mills and kitten mills; and

**WHEREAS**, the documented abuses endemic to puppy and kitten mills include: over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

**WHEREAS**, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet shops due to both a lack of education on the issue and misleading tactics of pet shops in some cases. These health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

**WHEREAS**, current federal, Washington State, and Kitsap County regulations do not adequately address the sale of animals in pet shops; and

**WHEREAS**, restricting the retail sale of cats and dogs to only those sourced from

animal welfare organizations is likely to decrease the demand for animals bred in puppy and kitten mills and increase demand for animals from animal welfare organizations and thereby reduce the number of homeless animals and animal control costs; and

**WHEREAS**, across the country, thousands of independent pet shops, as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of cats and dogs. These shops collaborate with local animal welfare organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

**WHEREAS**, this ordinance will not affect a consumer's ability to obtain cats and dogs directly from an animal welfare organization or from a breeder where the consumer can see directly the conditions in which the cats and dogs are bred, or can confer directly with the breeder concerning those conditions; **NOW THEREFORE**,

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

**SECTION 1.** Port Orchard Municipal Code Section 7.16.095 (“Selling Animals from Puppy or Kitten Mills Prohibited”) is hereby adopted as follows:

**7.16.095 Selling Animals from Puppy or Kitten Mills Prohibited.**

(1) Definitions.

(a) "Offer for sale" means to sell, offer for sale or adoption, advertise for the sale of, barter, auction, give away, or otherwise dispose of a dog or cat.

(b) "Pet shop" means a retail establishment where dogs and cats are sold, exchanged, bartered, or offered for sale as pet animals to the general public at retail. Such definition shall not include an animal shelter or animal rescue league, as defined.

(2) Restrictions on the Sale of Animals.

(a) A pet shop may offer for sale only those dogs and cats that the pet shop has obtained from or displays in cooperation with an animal shelter or an animal rescue league.

(b) A pet shop shall not offer for sale a dog or cat that is younger than eight weeks old.

(3) Record Keeping and Disclosure. A pet shop shall maintain records stating the name and address of the animal shelter or animal rescue league that each cat or dog was obtained from for at least two years following the date of acquisition. Such records shall be provided to new owners at the time the ownership of the animal is transferred, and to the animal control authority immediately upon request. Each pet shop shall display on each cage a label stating the name and address of the animal shelter or animal rescue league of each animal kept in the cage.

SECTION 2. Port Orchard Municipal Code Section 7.16.110 (“Revocation”) is hereby amended as follows (deleted text in ~~strike through~~; new text in underline):

**7.16.110 Revocation.**

The animal control authority may revoke a license issued pursuant to this chapter if the licensed pet shop, boarding kennel, and/or animal shelter is operating in violation of POMC 7.16.010, 7.16.080, ~~or 7.16.090~~ or 7.16.095.

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

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

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

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this \_\_\_\_\_ day of March 2018.

\_\_\_\_\_  
Robert Putansuu, Mayor

ATTEST:

SPONSOR:

\_\_\_\_\_  
Brandy Rinearson, CMC, City Clerk

\_\_\_\_\_  
, Councilmember

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Cates, City Attorney

PUBLISHED:

EFFECTIVE DATE:



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**City of Port Orchard: Council – Mayor – Directors Retreat**

Friday May 18, 2018 | 9:00 am – 3:00 pm

Puerto Vallarta Restaurant (1599 SE Lund Ave, Port Orchard, WA 98366)

*The 2018 retreat will focus on: developing a common vision for the City among Council members; obtaining a shared understanding of past work and future efforts among the Mayor, Council and Directors; and developing budget priorities.*

Time	Agenda Topic
9:00 am (5 min)	<b>Welcome (led by Sophie Glass, Facilitator)</b> <ul style="list-style-type: none"> <li>Overview of retreat purpose and visioning exercise.</li> </ul>
9:05 am (60 min)	<b>Council Member Visioning Exercise (Sophie Glass)</b> <ul style="list-style-type: none"> <li>Discuss the Mayor’s and councilmembers’ visions for Port Orchard in 2036.</li> <li>Using the <a href="#">pre-retreat worksheet</a>, discuss the connections between these visions and the “Prioritized Achievements” identified in the Comprehensive Plan.</li> </ul>
10:05 am	<b>10-Minute Break</b>
10:15 am (5 min)	<b>Retreat Overview (Sophie Glass)</b> <ul style="list-style-type: none"> <li>With directors in attendance, review the agenda for the remainder of the day.</li> <li>Review retreat outcomes from 2017 (see <a href="#">attached 2017 summary for reference</a>).</li> </ul>
10:20 am (30 min)	<b>Staffing Outlook (Mayor)</b> <ul style="list-style-type: none"> <li>Mayor Putaansuu will share a 1-3 year staffing outlook across various departments.</li> </ul>
10:50 am (15 min)	<b>Police Department</b> <ul style="list-style-type: none"> <li>Chief Geoffrey Marti will share updates regarding the Police Department.</li> </ul>
11:05 am (15 min)	<b>City Clerk</b> <ul style="list-style-type: none"> <li>Clerk Brandy Rinearson will share updates regarding the City Clerk’s Office.</li> </ul>
11:20 am (20 min)	<b>Finance Department</b> <ul style="list-style-type: none"> <li>Director Noah Crocker will share updates regarding the Finance Department.</li> </ul>
11:40 am (20 min)	<b>Department of Community Development (DCD)</b> <ul style="list-style-type: none"> <li>Director Nick Bond will share DCD’s updates and its 2018 work plan.</li> </ul>
12:00 pm	<b>30-min Lunch</b> (provided)
12:30 pm (20 min)	<b>Public Works Department</b> <ul style="list-style-type: none"> <li>Director Mark Dorsey will share Public Works’ updates and its 2018 work plan.</li> </ul>
12:50 pm (50 min)	<b>Projects Currently Underway (Led by Mayor)</b> <ul style="list-style-type: none"> <li>Discussion of current projects (handout provided by Mayor).</li> </ul>
1:40 pm (65 min)	<b>2019 Biennial Budget (Led by Mayor, Finance Director, and Sophie)</b> <ul style="list-style-type: none"> <li>Review the 2019 budget needs. (handout provided by Mayor)</li> <li>Discuss priorities and tradeoffs in connection to the Comprehensive Plan and other factors (refer to <a href="#">Appendix A of the Comprehensive Plan: Implementation Strategies</a>).</li> </ul>
2:45 pm (15 min)	<b>Wrap Up</b> <ul style="list-style-type: none"> <li>Summary of today’s work; assignments</li> <li>Commitment to goals moving forward</li> </ul>
3:00 pm	<b>Adjourn</b>

## City of Port Orchard Visioning Pre-Retreat Worksheet

Draft v. 3-19-18

Port Orchard's Comprehensive Plan Chapter 1.2 "2036 Targeted Outcomes" states: *Using the community's vision for the future, by the year 2036 the City will have built upon these positive attributes and will have achieved the following:*

- *The city has retained its small-town character and strong community spirit.*
- *The historic downtown is more attractive and vibrant.*
- *More efficient patterns of development have reduced real per capita infrastructure costs.*
- *Housing has remained available to all members of the community, and the diversity of housing types has expanded.*
- *Walking, biking, driving, and transit infrastructure make it easy to get around the city.*
- *The city's waterfront and open space resources are highly enjoyed by the community.*
- *Community organizations are better empowered to coordinate events and activities.*
- *Citizens enjoy a comfortable and productive relationship with city government.*
- *Citizens have access to well-paying jobs, have short commutes, and choose to shop locally.*
- *Local businesses are supported by the community and government policies that promote economic development.*
- *Citizens are better informed and connected to the planning process.*
- *The city's critical areas, shorelines and other natural resources are appropriately protected with no net loss to critical areas and their functions, and where feasible critical areas and shorelines are restored or enhanced.*
- *Native American cultural and historic resources (archeological sites) shall be protected with conditions on development approvals that require identification and preservation of such sites and notification to the state and the Suquamish Tribe.*
- *Impacts to natural systems are minimized while population and job growth targets are met.*

**What are other achievements that you, as a Port Orchard City Councilmember, would like to see by 2036? In other words, what is missing from the list above?**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_



Based on the lists of future achievements on page 1, which three achievements would you like to see progress on in 2019?

Prioritized achievements	Why is starting to work towards this achievement in 2019 important to you?	Which "Implementation Strategy" from the Comprehensive Plan (see <a href="#">appendix A</a> ) best aligns with this achievement?
1.		
2.		
3.		

City of Port Orchard  
 Council – Mayor – Directors Retreat  
 March 24, 2017

**Council Topics: Action Items and Discussion**

Action	Notes
Add connection to comprehensive plan in staff reports at Council meetings.	Staff
Research enforcement potential in vacant buildings code.	Sharon
Share summary of bond process (once complete).	Alan
Continue work on change order authority policy.	Rob & Brandy
More discussion of design standards and subarea plans at April and future Council meetings. Note that zoning should be different for established areas vs. undeveloped areas.	Nick to ask for alternative for historic areas.
Create a Tourism Strategic Marketing Plan.	
Develop a survey to determine the start time of Council meetings.	Internal survey for Councilmembers and staff; external survey for potential attendees.
Scope interest for a Parks Commission (or alternative) and bring Council a funding request.	Nick, in 2017.
Communicate timeline of next comprehensive planning process and potential for a repeat conflict about annexations.	Educate the property owners who experienced confusion or frustration about annexation in the 2016 comprehensive planning process.

*Each discussion topic is below, with specific notes:*

**The City’s Role in Tourism**

- Create a Tourism Strategic Marketing Plan.

**Design Standards**

- Residential: Underway, done in 60-90 days.
- Commercial and multi-family: Process starting soon and will be done in approximately 6 months.

**Council Meetings** (nested topics: reading consent items into the record, Town Hall meetings, Council booth at farmer’s market)

- Council Booth at Farmer’s Market – if this is done:
  - Identify the goals for why we are doing this.
  - Create marketing materials and/or specific topic(s) to discuss with people.
- Develop a survey to determine if the start time of Council meetings (7pm) is the best or if we should change. Send a separate survey to internal and external attendees.
- Maintain the rule that if attendees have announcements that are not germane to the scheduled topics, attendees can work with Clerk up to 4 days before the meeting to make a presentation.

- The Town Hall meeting that happened in mid-March went well partly because there was a specific topic. Interest in hosting more in a similar set-up.
- Continue process of reading consent items into the record. If any Council member has a question about a topic, they are encouraged to ask at the beginning of the meeting to move that topic off the consent items list.

#### **Accurate Information to Constituents**

- How to provide accurate, information:
  - Facebook ads.
  - Targeted public meetings/Town Hall meetings with available and accurate information.
  - Capture questions and follow up with accurate information.
- How the Council can be more accessible to constituents:
  - Farmer's market
  - Office hours
  - Survey Monkey

#### **Public Arts**

- Integrate public art where possible in new park projects.

#### **Sub-Area Plans**

- 10 total sub-areas in comprehensive plan.
- The Bethel/Sedgewick, Bethel/Lund, McCormick Woods, and downtown sub-area plans will begin in 2017.

#### **Update Parks Plan by End of 2018**

- Nick will scope and bring a funding request forward.

#### **Education to Property Owners About Potential Future Annexation**

- Communicate timeline of next comprehensive planning process and educate property owners about process.

#### **Planning for Industrial Area**

- Need to further explore the idea of capping and creating a parking lot on landfill.
- Kitsap Transit is in the middle of a study that will provide options; study will be complete in 2018.
- Consider doing a Planned Action EIS in 2019.
- Continue to support the use and further development of the Puget Sound Industrial Center (formerly SKIA), both within the Kitsap Regional Coordinating Council (KRCC) and the Puget Sound Regional Council (PSRC).

#### **Transportation Infrastructure Improvements**

- Consider when and how to update traffic signals.
- Address in 2019.

### **Construction Management**

- Consider the difference between filling the construction management need internally vs. externally.
- Do a cost-benefit analysis as part of the 2018 biennial budget review.

### **Sidewalk Development & Maintenance**

- More summer staff in 2017 to address lingering issues.
- Direct complaints to Public Works.
- Educate where possible on property owner responsibility.

### **Marketing the City to: Developers, Residents, Businesses**

- Organize and update codes and zoning which will attract more outside development/businesses.
- Once codes and zoning are updated and sub-area plans are developed, create a strategic plan that would include the possibility of inviting developers and businesses to town.
- Support strong schools to keep and improve interest in Port Orchard for families.

### **Emergency Communication**

- DEM is implementing a new emergency communication system.

### **Bay Street Pathway West and Segment 3**

- Could be moved to spring 2018.

### **Wayfinding Signage**

- \$40,000 in budget for this year.
- For future signs, consider higher color contrast and larger font for readability.

### **Kitsap Regional Coordinating Council Retreat about Growth Across the County**

- June 7, 1:00 – 4:30pm, location TBD.
- Full Council invited.

### **Change Order Authority**

- Clarified roles and authority of the Mayor and Public Works Director for quick change order with contracts. Maintain the requirement to bring the information and report on action taken at a future Council meeting.

### **Housing Kitsap Obligation**

- Do a cost-benefit analysis to determine financial responsibility.

# Appendix A: Implementation

Goal/Page	Implementing Strategy	Coordination	Priority Level
<b>Chapter 2 - Land Use</b>			
Goal 3 Goal 8 Goals 10-20	2-6 2-8 2-15 – 2-20	Prepare and adopt subarea plans for the designated Centers of Local Importance.	Dept of Community Development  High
Goal 1 Goals 6-9 Goals 10-20	2-5 2-7 – 2-8 2-16 – 2-22	Revise development regulations to encourage attractive designs, improve street and pedestrian connections, and establish preferred uses within individual neighborhoods and on a citywide basis.	Dept of Community Development  High
Goal 2	2-5	Monitor supply and demand for available land based on the City's population growth rate, zoning, and development proposals.	Dept of Community Development  High
Goal 5	2-6	Continue to implement appropriate environmental review and mitigation, and update development regulations to encourage open space and critical areas protection.	Dept of Community Development  Medium
<b>Chapter 3 - Housing</b>			
Goal 10	3-11	Monitor population growth, and adopt appropriate reasonable measures as necessary, to continue compliance with the City's 2036 population target.	Dept of Community Development  High
Goal 6	3-9	Revise development regulations to encourage attractive designs, improve street and pedestrian connections, and establish preferred uses within individual neighborhoods and on a citywide basis.	Dept of Community Development  High
Goal 1 Goal 2 Goal 5	3-8 3-8 3-9	Update development regulations to support development of varied types of housing that are available to all income levels	Dept of Community Development  Medium
Goal 3	3-9	Establish development regulations for local centers that encourage mixed-use development.	Dept of Community Development  Medium
Goal 7	3-10	Review and revise the City's permitting process to ensure maximum efficiency of plan review and approval steps.	Dept of Community Development  Medium

# Appendix A: Implementation

Goal/Page		Implementing Strategy	Coordination	Priority Level
Goal 4	3-9	Continue to coordinate with Public Works, Kitsap County, and the City's outside utility purveyors to maintain an orderly, efficient process of utility provision and annexation.	Dept of Community Development, Dept of Public Works, Kitsap County, other utility purveyors	Low
Goal 8	3-10	Develop programs to assist property owners with maintaining and improving their properties.	Dept of Community Development	Low
Goal 9	3-10	Continue to implement appropriate environmental review and mitigation, and update development regulations to encourage open space and critical areas protection.	Dept of Community Development	Low
<b>Chapter 4 - Parks</b>				
Goal 1	4-8	As part of local centers planning, updates to development and critical areas regulations, and intergovernmental coordination, identify and establish desired open space corridors and connections.	Dept of Community Development, Kitsap County, Tribes, federal and state agencies.	High
Goals 2-4 Goal 7 Goal 6 Goal 9	4-9 – 4-10 4-11 4-10 4-11	Research and develop effective plans and programs that expand and improve park and recreational facilities and provide attractive open spaces throughout the City.	Dept of Community Development, Dept of Public Works, Port of Bremerton, other agencies and civic organizations	High
Goal 5	4-10	Work with civic and athletic organizations to promote sports programs and physical activities.	Dept of Community Development, civic agencies and organizations	Low
Goal 6	4-11	Implement and update when appropriate the City's Shoreline Master Program and shoreline development regulations to protect the shoreline and encourage public access and use.	Dept of Community Development, WA Dept of Ecology	Medium

# Appendix A: Implementation

Goal/Page		Implementing Strategy	Coordination	Priority Level
Goal 7	4-11	Update development and critical areas regulations to enhance requirements for open space preservation and critical areas protection in new developments.	Dept of Community Development	Medium
Goal 10	4-12	Install wayfinding signage	Dept of Public Works	Medium
Goals 8-9	4-11	Continue to explore opportunities for open space and parks acquisition through grants and development requirements, and maintain existing parks.	Dept of Public Works	Low
Goal 11	4-12	Consider establishing a parks commission or similar citizen board, either as a standing committee or ad hoc committee, to provide citizen advice to City officials prior to significant decisions affecting park and recreational facilities.	City Council	Low
<b>Chapter 5 – Natural Systems</b>				
Goal 2 Goal 5 Goal 6 Goal 9	5-10 5-12 5-13 5-14	Review and update stormwater regulations and revise as necessary for consistency with Best Available Science and federal/state requirements. Establish incentives for use of Low Impact Development stormwater techniques and enhanced water quality treatment.	Dept of Public Works, Dept of Community Development	High
Goal 1 Goal 3 Goal 9 Goal 10 Goal 12	5-10 5-11 5-14 5-15 5-16	Maintain a Critical Areas Ordinance that incorporates Best Available Science and complies with all current state and federal regulations for protection of natural resources, including critical areas, shorelines and listed species.	Dept of Community Development	Medium
Goal 11 Goal 13 Goal 15	5-15 5-16 5-17	Work with other governmental jurisdictions, tribes, public-private partnerships and other agencies to provide accurate, updated inventories of listed species and their habitats and identify ways to coordinate protection of listed species.	Dept of Community Development, other governments, tribes and agencies	Medium
Goal 14	5-17	Update the Ross and Blackjack Creek watershed plans.	Dept of Community Development, Tribes, other parties and agencies	Medium

## Appendix A: Implementation

Goal/Page		Implementing Strategy	Coordination	Priority Level
Goals 16-17	5-18	Develop and maintain a citywide water quality and quantity monitoring program, including educational outreach, retrofitting and use of best management practices.	Dept of Public Works	Medium
Goals 18-19 Goal 21	5-19 5-20	Encourage appropriate, diverse shoreline uses that avoid impacts to the shoreline environment	Dept of Community Development	Medium
Goal 4	5-11	When updating the City's maps for critical areas, future land use and zoning, consider geological hazards when determining appropriate classifications and protection overlays to ensure compliance with Best Available Science and the most current federal/state regulations.	Dept of Community Development	Low
Goals 7-8	5-13 – 5-14	Review existing floodplain regulations and flood maps, and update as appropriate.	Dept of Community Development	Low
Goal 20	5-20	When updating the Shoreline Master Program and Parks Plan, develop policies and regulations that encourage appropriate, diverse shoreline recreational opportunities.	Dept of Community Development	Low
Goal 19	5-19	Consider developing a waterfront historic overlay district and identifying shoreline sites and structures that should be preserved while still allowing appropriate development and redevelopment along the shoreline.	Dept of Community Development	Low
<b>Chapter 6 - Economic Development</b>				
Goal 2 Goal 6 Goal 8	6-10 6-12 6-12	Develop and implement subarea plans and regulations for local centers and existing development concentrations that promote appropriate commercial development.	Dept of Community Development	High
Goal 1 Goal 3 Goal 9	6-9 6-10 6-13	Expand coordination and partnerships with economic development agencies such as KEDA and the Port Orchard Chamber of Commerce, and with other local and regional agencies, to create a business-friendly environment and promote opportunities for business establishment and growth.	Dept of Community Development, KEDA, PO Chamber of Commerce, City of Bremerton, Port of Bremerton, other agencies	Medium
Goal 4	6-11	Review development regulations and revise as necessary to promote and facilitate tourism, small businesses, home businesses and local arts.	Dept of Community Development	Medium



## Appendix A: Implementation

Goal/Page		Implementing Strategy	Coordination	Priority Level
Goal 5	6-11	Review and revise development regulations, as necessary, to promote healthy living opportunities.	Dept of Community Development	Medium
Goal 7	6-12	Explore opportunities to attract clean, heavy industrial uses with an appropriate balance of production and environmental protection.	Dept of Community Development	Low
Goal 10	6-13	In conjunction with the South Kitsap School District, Olympic College and other educational institutions, establish partnerships to promote and encourage local educational opportunities for a skilled workforce.	Dept of Community Development, SK School District, Olympic College, other agencies	Low
<b>Chapter 7 - Utilities</b>				
Goals 1-3 Goal 5	7-9 – 7-10 7-11	Provide ongoing informational updates to utility purveyors that will assist in providing adequate utilities to serve the City's population and projected growth. Ensure that the City's development regulations support availability and expansion of new technologies to all of the City's residents.	Dept of Community Development, Dept of Public Works, PSE, Cascade, wireless and telephone utilities, etc	High
Goal 3	7-10	Revise development regulations as necessary to minimize aesthetic impacts of utilities while retaining functionality.	Dept of Community Development, Dept of Public Works, PSE, Cascade, wireless and telephone utilities, etc	Medium
Goal 4	7-10	Establish incentives to educate citizens about resource conservation and encourage conservation.	Dept of Community Development, Dept of Public Works	Low

## Appendix A: Implementation

Goal/Page		Implementing Strategy	Coordination	Priority Level
Chapter 8 – Transportation				
Goals 1-2 Goal 17 Goal 20 Goal 22 Goals 24-25	8-62 – 8-63 8-71 8-73 8-73 8-74	Implement adopted roadway design standards and update as necessary, maintain established LOS and concurrency requirements, and maintain consistency between land use and transportation requirements in development approvals.	Dept of Public Works, Dept of Community Development	High
Goal 18	8-72	Develop design guidelines and standards for streets, sidewalks, landscaping and ROW utilities.	Dept of Public Works, Dept of Community Development	High
Goal 23	8-74	Continue to pursue funding for street and transit improvements as proposed in the Bethel Corridor Plan	Dept of Public Works, Kitsap Transit	High
Goal 3	8-63	Explore funding mechanisms and potential partnerships for identified improvements.	Dept of Public Works, Kitsap Transit, WA Dept of Transportation	High
Goal 19	8-72	Review and revise parking regulations and design standards as appropriate. Consider partnership projects with the Port of Bremerton for waterfront parking and alternatives.	Dept of Public Works, Dept of Community Development	Medium
Goals 6-9 Goal 11	8-64 – 8-66 8-67	Work with Kitsap Transit to expand transit options and rider facilities, and develop a model TOD program.	Dept of Public Works, Dept of Community Development, Kitsap Transit, Kitsap Co. Public Works	Medium
Goal 10	8-66	Review and amend development and shoreline regulations as appropriate. Adopt the Kitsap County Bicycle Facilities Plan.	Dept of Public Works, Dept of Community Development	Medium
Goals 12-16	8-67 – 8-71	Review and amend development regulations and street standards as appropriate.	Dept of Public Works, Dept of Community Development	Medium
Goal 21	8-73	Establish an idling policy in coordination with Kitsap Transit.	Dept of Public Works, Kitsap Transit	Low
Goal 5	8-64	Develop TMPs citywide and monitor/revise existing TDM and CTR programs as appropriate.	Dept of Public Works	Low

## Appendix A: Implementation

Goal/Page	Implementing Strategy	Coordination	Priority Level
Chapter 9 - Capital Facilities			
Goal 1 Goal 4	9-7 9-9	Identify and acquire additional facilities and land as needed to meet concurrency requirements. Require that developers provide adequate facilities to serve new development and redevelopment.	Dept of Public Works, Dept of Community Development  High
Goal 9 Goal 11	9-12 9-13	Maintain the identified level of service for drinking water quality and quantity to serve the City's residents, businesses and future growth, through appropriate maintenance and development of City water facilities and conservation of resources, as indicated in the City's Water Plan and Capital Improvements Plan.	Dept of Public Works, Dept of Community Development  High
Goals 10-11	9-13	Maintain the identified level of service for sanitary sewer to serve the City's residents, businesses and future growth, through appropriate maintenance and development of City sewer facilities, as indicated in the City's Sewer Plan and Capital Improvements Plan	Dept of Public Works  High
Goal 12	9-14	Establish development standards and incentives to reduce stormwater runoff and flooding impacts and continue to implement the City's Stormwater Management Plan	Dept of Public Works  High
Goal 6	9-10	Evaluate opportunities for public safety improvement and implementation.	Dept of Public Works, Police Dept  Low
Goal 8	9-10	Based on the adopted Parks Plan and Capital Improvements Plan, continue to provide park and recreational facilities at an appropriate level of service for all residents	Dept of Public Works  Medium
Goals 2-3	9-8	Monitor and revise as necessary the City's adopted LOS standards.	Dept of Public Works, Dept of Community Development  Medium
Goal 7	9-10	Coordinate with the South Kitsap School District and develop joint policies and programs as appropriate.	Dept of Public Works  Low



**City of Port Orchard: Council – Mayor – Directors Retreat**

Friday May 18, 2018 | 9:00 am – 3:00 pm

Puerto Vallarta Restaurant (1599 SE Lund Ave, Port Orchard, WA 98366)

**Overview of Proposed Visioning Session**

*(draft v. 4-4-18)*

<b>Time</b>	<b>Activity</b>
9:00 AM (5 min)	<p><b>Activity Overview</b></p> <p>Sophie will introduce the activity as follows:</p> <ul style="list-style-type: none"> <li>• The purpose of this visioning activity is to help the Mayor and Councilmembers take a long view and share the direction that they would like to see their City take.</li> <li>• This is an informal activity and is <i>not</i> an exercise to develop an official vision statement for the City.</li> <li>• The visioning session uses pieces of the Comprehensive Plan as a loose guide, but participants are encouraged to share from their own experiences.</li> <li>• The outcomes of this visioning session are intended to help the Mayor and Councilmembers think about budget priorities during the afternoon of their retreat.</li> </ul>
9:05 AM (5 min)	<p><b>Silent Reflection</b></p> <ul style="list-style-type: none"> <li>• Sophie will distribute 14 notecards to the Mayor and Councilmembers with the “prioritized achievements” from the Port Orchard Comprehensive Plan, as well as 3 blank cards (see Attachment A on back).</li> <li>• Sophie will ask each participant to review the cards and identify 2 cards that are most in line with their vision.</li> <li>• Sophie will ask each participant to write down 1 vision for Port Orchard that was missing from their cards.</li> </ul>
9:10 AM (40 min)	<p><b>Sharing Visions</b></p> <ul style="list-style-type: none"> <li>• The Mayor and Councilmembers will each have 5 minutes to describe their vision for Port Orchard in 2036 by sharing and expanding upon their 3 cards. They will tape their 3 cards on the wall for other participants to view.</li> </ul>
9:50 AM (15 min)	<p><b>Group Reflection</b></p> <ul style="list-style-type: none"> <li>• Participants will review the cards posted on the wall and respond to the following questions: <ul style="list-style-type: none"> <li>○ Are there any common themes among participants for their visions for Port Orchard?</li> <li>○ Are there any noticeable differences among participants for their visions for Port Orchard?</li> <li>○ Begin discussing how the 2019 budget could be a tool for starting to enact these visions. This conversation will continue during the afternoon session of the retreat.</li> </ul> </li> </ul>
10:05 AM	<b>Adjourn</b>



## Attachment A

Port Orchard's Comprehensive Plan Chapter 1.2 "2036 Targeted Outcomes" states: Using the community's vision for the future, by the year 2036 the City will have built upon these positive attributes and will have achieved the following:

1. The city has retained its small-town character and strong community spirit.
2. The historic downtown is more attractive and vibrant.
3. More efficient patterns of development have reduced real per capita infrastructure costs.
4. Housing has remained available to all members of the community, and the diversity of housing types has expanded.
5. Walking, biking, driving, and transit infrastructure make it easy to get around the city.
6. The city's waterfront and open space resources are highly enjoyed by the community.
7. Community organizations are better empowered to coordinate events and activities.
8. Citizens enjoy a comfortable and productive relationship with city government.
9. Citizens have access to well-paying jobs, have short commutes, and choose to shop locally.
10. Local businesses are supported by the community and government policies that promote economic development.
11. Citizens are better informed and connected to the planning process.
12. The city's critical areas, shorelines and other natural resources are appropriately protected with no net loss to critical areas and their functions, and where feasible critical areas and shorelines are restored or enhanced.
13. Native American cultural and historic resources (archeological sites) shall be protected with conditions on development approvals that require identification and preservation of such sites and notification to the state and the Suquamish Tribe.
14. Impacts to natural systems are minimized while population and job growth targets are met.
15. Blank card
16. Blank card
17. Blank card

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April 14, 2018

Dear Honorable Mayor and Council Members,

Thank you for your consideration of the vital measure to ban the retail sale of puppies and kittens. While we support the newly revised ordinance, the updated draft of which we downloaded from the City of Port Orchard website on 4-13-2018, we wanted to take a moment and answer some of the concerns raised at the last council meeting.

We are **not** targeting any particular pet store. What we are targeting is inhumane business practices. We are against puppies and kittens being sold as products.

We celebrate pet stores such as Cookies Pet Corner, Pet Town, Naturally 4 Paws, Park Ave Pets, Petco, and Petsmart, that partner with local rescue groups in hosting adoption and educational outreach events.

We have thoroughly researched this issue, and we have provided testimony from experts in animal husbandry and care, as well as public policy, including veterinarians, local hobby breeders, a state representative, a retired police officer who has enforced animal cruelty laws, leaders from The Humane Society of the United States, leaders from Best Friends Animal Society and the Executive Director of Kitsap Humane Society. Should this one day become a statewide issue, these same experts would be called upon to testify.

This issue is not just symbolic. It is part of a larger effort that must happen at the grassroots level to help stop treating family pets as consumer products. Port Orchard is the last city in Kitsap County that remains unprotected from inhumane business practices. There is urgency behind this issue because California has already passed a statewide ban; pet stores that do not want to adopt a humane business model are now moving elsewhere to set up shop.

Every time a statewide ban has been placed, it was due to a ground swell of cities passing bans first.

If the city is concerned with the current definition of “animal shelter” then remove the exemption that shelters can showcase puppies and kittens during adoption events held inside pet stores.

This ordinance would not preclude the sale of all other animals.

Lastly, we would like to address one minor issue. Under 7.16.080, Operation Requirements sub paragraph (7), we request the word “kennel” be stricken. Since the intent of this ordinance is to continue to allow the retail sale of birds, rabbits, fish, chicks, etc., keeping the word kennel creates ambiguity about the source for dogs.

We realize this is a very complicated issue; however, this is a great step in the right direction. Every social change begins when communities band together and make small changes together.

We must think beyond the cute puppy that is sold at the store. Yes, that puppy deserves a great family, and might go to a good home. However, never forget that puppy is whelped in a commercial breeding facility where the mother lives her entire life in a cage and is bred every cycle until she dies.

We do not feel all commercial breeders are animal abusers. We feel that the USDA standards for care for them to abide by are shockingly low, and due to that, many breeders cut corners to make a profit at the expense of the animal's welfare. This is a larger issue that must be addressed federally, but does not alleviate our responsibility to curtail the supply and demand locally. We also know this won't stop website sales. However, this is one significant step we can take to solve the problem.

We can affect change globally by acting locally. We can stop the puppy & kitten mill industry by refusing to allow retail sales at the grassroots level. We can stop the loophole that allows puppy & kitten mills to thrive.

Thank you for your time and consideration in this meaningful matter.  
Sincerely,

**Theresa Donnelly**

Naval Officer

Volunteer District Leader, Humane Society of the United States

Advocacy Director and Board Member of local non-profit, Their Voice

**Karyn Moni**

Kitsap Animal Advocates

**Kim Siebens**

Registered Nurse

Concerned Citizen

President of local non-profit, Their Voice

**Margi Moore**

Volunteer

Animal Welfare Advocate





## City of Port Orchard Work Study Session Executive Summary

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**Issue Title:** Ban on Retail Sales of Puppies and Kittens from Mill Breeders

**Meeting Date:** April 17, 2018

**Time Required:** 15 Minutes

**Attendees:** Nick Bond, Community Development Director

**Action Requested at this Meeting:** Continue discussion concerning the sale of puppies and kittens from puppy and kitten mills, and provide direction to staff.

**Background/Issue:** The City has been made aware that a significant number of puppies and kittens sold at pet shops come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for ("puppy mills" and "kitten mills," respectively). The documented abuses endemic to puppy and kitten mills include: over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise. The conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet shops due to both a lack of education on the issue and misleading tactics of pet shops in some cases. These health and behavioral issues, which may not present themselves until some time has passed after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers.

The cities of Bremerton, Bainbridge Island and Poulsbo have recently passed ordinances prohibiting the retail sale of dogs and cats other than those sourced from animal welfare organizations. Port Orchard has received a request to pass an ordinance prohibiting the sale of animals bred in puppy and kitten mills. While no stores in Port Orchard currently sell puppies or kittens from mills, the ordinance will ensure that the sale of puppies and kittens from mills does not occur in the future. The ordinance will not affect a consumer's ability to obtain cats and dogs directly from an animal welfare organization, or from a breeder where the consumer can see directly the conditions in which the cats and dogs are bred.

This topic has been discussed at several previous City Council and Council Committee meetings. At the April 10, 2018 Council meeting, the City Council discussed changes to the draft ordinance but ultimately asked that the discussion on the topic be put on the April 17<sup>th</sup> work study agenda. The City Attorney and staff have worked to address the concerns expressed by Council at the April 10 meeting. The attached ordinance reflects changes discussed by the council along with staff and City Attorney recommendations.

**Alternatives:** Provide City staff with direction for next steps, either to amend the draft ordinance, bring the draft ordinance forward for consideration, or to not move forward with an ordinance on the issue at this time.

**Relationship to Comprehensive Plan:** NA

**Recommendations:** Staff recommends that Council discuss the draft ordinance.

**Attachments:** Updated draft ordinance.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING CERTAIN SECTIONS OF TITLE 7 (“ANIMALS”) OF THE PORT ORCHARD MUNICIPAL CODE TO PROHIBIT THE SALE OF DOGS AND CATS OBTAINED FROM “PUPPY MILLS” OR “KITTEN MILLS”; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE.

**WHEREAS**, the City Council has determined that it is in the best interests of the City of Port Orchard to amend certain sections of Title 7 of the Port Orchard Municipal Code, entitled “Animals”, to prohibit the sale of dogs and cats obtained from puppy mills or kitten mills, in an effort to reduce costs to the City and its residents, protect the citizens of the City who may purchase dogs and cats from a pet shop, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more healthy and humane environment in the City; and

**WHEREAS**, a significant number of puppies and kittens sold at pet shops come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for ("puppy mills" and "kitten mills," respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet shop dogs and cats come from puppy mills and kitten mills; and

**WHEREAS**, the documented abuses endemic to puppy and kitten mills include: over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

**WHEREAS**, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet shops due to both a lack of education on the issue and misleading tactics of pet shops in some cases. These health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

**WHEREAS**, current federal, Washington State, and Kitsap County regulations do not adequately address the sale of animals in pet shops; and

**WHEREAS**, this ordinance will not affect consumers’ ability to obtain dogs and cats from pet shops when those dogs and cats do not originate from puppy mills or kitten mills, or to obtain them directly from an animal welfare organization or from a breeder

where the consumer can see directly the conditions in which the cats and dogs are bred, or can confer directly with the breeder concerning those conditions; **NOW THEREFORE,**

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

**SECTION 1.** Port Orchard Municipal Code Section 7.01.010 (“Definitions”) is hereby amended as follows (deleted text in ~~strike through~~; new text in underline):

**7.01.010 Definitions.**

Within the provisions of this title, the following definitions shall apply:

- (1) “Animal” is a female, spayed female, male or neutered male animal, including any goat, horse, mule, cattle, swine or other domestic livestock used or raised on a farm, and any living vertebrate creature including reptiles or birds and excluding any marine mammals, fish or man. Animal also includes dogs or cats unless specifically excluded.
- (2) “Animal control authority” means the Kitsap Humane Society or other agency or organization designated as the animal control authority in an animal control services agreement.
- (3) “Animal shelter” means a facility that offers temporary shelter and care for dogs, cats and other animals that are offered for adoption, and that is a qualified nonprofit organization under 501(c)(3) of the Internal Revenue Code.
- (34) “Abandonment” means the owner has left the animal for a period of 24 hours without making effective provisions for its proper care.
- (45) “Adequate shelter” means a moisture proof and wind proof structure that allows the animal to turn around freely, sit easily, stand and lie normally, and that keeps the animal clean, dry and comfortable.
- (56) “At large” is off the premises of the owner or keeper of the dog, or animal, and not under restraint by leash or chain or not otherwise controlled by a competent person.
- (67) “Boarding kennel” means a commercial establishment with the purpose of keeping, caring for, and/or boarding dogs and or cats. No animals shall be offered for sale and no breeding for commercial sale shall occur on the premises.
- (78) “Cat” is a female, spayed female, male, or neutered male cat.
- (89) “Commercial kennel” means an establishment for the breeding and/or sale of dogs and/or cats.
- (910) “Court” means Port Orchard municipal court.
- (1011) “Dangerous animal” means any animal that:
  - (a) Inflicts severe injury on a human being without provocation on public or private property;
  - (b) Kills a domestic animal without provocation while the attacking animal is off the owner’s property; or

(c) Has been previously found to be potentially dangerous because of injury inflicted on a human, the owner having received notice of such, and the animal again aggressively bites, attacks, or endangers the safety of humans.

This definition shall not include a police dog as defined in RCW 4.24.410.

~~(1112)~~ "Dog" is a female, spayed female, male or neutered male dog.

~~(1213)~~ "Dog handler" means a law enforcement officer who has successfully completed training as prescribed by the Washington State Criminal Justice Training Commission in police dog handling.

~~(1314)~~ "Domestic livestock" means any male or female hoofed animal.

~~(1415)~~ "Grooming parlor" means any place, establishment, store or department of any store, that handles live dogs and/or cats and offers to bathe, trim, or groom the animal in any manner.

~~(1516)~~ "Hobby kennel" means a noncommercial residential kennel with the purpose of keeping dogs and or cats owned by one individual. A hobby kennel is limited to a maximum of 10 dogs and/or cats.

~~(1617)~~ "Inhumane treatment" means every act, omission, or neglect whereby unnecessary or unjustified physical pain or suffering is caused or permitted.

~~(1718)~~ "Local law enforcement officer" means the police chief or his/her designee.

~~(1819)~~ "Neglect" means the failure to provide proper food, potable water, adequate shelter, opportunity for exercise, or other care normal, usual, and proper for an animal's health and well being.

(20) "Offer for sale" means to sell, offer for sale or adoption, advertise for the sale of, barter, auction, give away, or otherwise dispose of a live animal.

~~(1921)~~ "Owner" is any person or entity that controls, maintains, possesses, has custody of, or otherwise provides care, shelter, protection, restraint, refuge, food, or nourishment in such a manner as to control an animal's activities.

~~(2022)~~ "Pet shop" is any place, establishment, store, or department of any store, that handles live animals, including dogs, cats, rabbits, birds, reptiles, other fowl, or fish, and offers to sell or rent to the public such animals at retail or wholesale.

~~(2123)~~ "Police dog" means a dog used by a law enforcement agency specially trained for law enforcement work and under the control of a dog handler.

~~(2224)~~ "Provocation" means teasing, taunting, striking or other like action, or the unauthorized entry onto the premises where an animal is kept.

~~(2325)~~ "Potentially dangerous" means an animal that, when unprovoked:

(a) Chases or approaches a person upon the streets, sidewalks or any other public grounds in a menacing fashion or apparent attitude of attack;

(b) Causes injury to or otherwise threatens the safety of a human or domestic animal; or

(c) Inflicts a bite upon a human or domestic animal either on public or private property.

~~(2426)~~ "Secure enclosure" means a chain link enclosure consisting of secure sides and a secure top, or if without top, having sides which are at least eight feet high, and with a floor permanently attached to the sides, or having sides which are embedded at least one foot into the ground, and which is constructed of such material and closed in such manner that the animal(s) cannot exit on their own.

- (2527) "Severe injury" means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.
- (2628) "Stray" is any animal loitering in a neighborhood or any public place without an apparent owner or home.
- (2729) "Under control" means the animal is under voice and/or signal control so as to be thereby restrained from approaching any bystander or other animal or from causing or being the cause of physical or property damage when off a leash or off the premises of the owner.
- (2830) The present tense shall include the past and future tenses, and the future, the present. Each gender shall include all genders. The singular number shall include the plural and the singular.

Whenever a power is granted to or a duty is imposed upon the animal control authority ~~humane society, poundmaster~~ or other public officer, the power may be exercised or the duty may be performed by a deputy of the officer or by a person authorized pursuant to the law by the officer unless this chapter expressly provides otherwise.

**SECTION 2.** Port Orchard Municipal Code Section 7.16.080 ("Operation requirements") is hereby amended as follows (new text in underline):

**7.16.080 Operation requirements.**

- (1) Proper diet, fresh potable water, shelter, and medical attention shall be provided to all animals.
- (2) Food shall be stored in a fashion, which prevents contamination or infestation.
- (3) The facilities shall be maintained and operated in a healthful, sanitary manner free from disease, infestation and foul odors.
- (4) Sick animals shall be isolated from healthy animals in quarters adequately ventilated to prevent contamination of healthy animals.
- (5) Animals shall receive adequate food, water, and care on days when the facility is not open for business.
- (6) Animals shall be immunized from disease as is usual and customary for the animal's age and species.
- (7) Ownership of animal offered for sale: the owner/manager of the pet shop shall maintain written documentation of the source of all animals offered on consignment or otherwise being sold for compensation at a pet shop. Such documentation shall include a copy of the valid commercial kennel license for the source at time of breeding and disbursement. Records of all animals, reptiles, fish, or other animals offered for sale shall be readily available to enforcement and licensing agencies.
- (8) A pet shop may offer for sale only those dogs and cats that the pet shop has obtained from, or displays in cooperation with, the animal control authority or

an animal shelter. A pet shop shall not offer for sale a dog or cat that is younger than eight weeks old.

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

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

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

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this \_\_\_\_\_ day of April 2018.

Robert Putansuu, Mayor

ATTEST:

SPONSOR:

Brandy Rinearson, CMC, City Clerk

, Councilmember

APPROVED AS TO FORM:

Sharon Cates, City Attorney

PUBLISHED:

EFFECTIVE DATE: