



**Public Works Committee
City Hall – 200 NE Moe Street
2nd Floor Conference Room**

Subject	Meeting Agenda	Date	Jul 14, 2021
Recorder		Start Time	5:00 PM
Committee Chair	Connie Lord	End Time	6:30 PM
Committee Members	Connie Lord (CL) David Musgrove (DM) Britt Livdahl (BL)		
Staff Present			

The meeting will be held virtually. The public is welcome to call in:

Phone: 1(253)215-8782 / Meeting ID: 941 4653 9100 / Passcode: 676133

Agenda			
No.	Topic	Action/Recommendation/Discussion	
1.	Administrative:		
A.	Questions & Concerns of the Committee		
B.	Agenda and Extended Agenda Review		
C.	Mayor, Department Head and Staff Reports		
D.	Approval of Minutes: 06/23/2021		
E.	Future Meeting Conflicts: 7/28/21, 8/11/21, 8/25/21		
F.	Public Comment Opportunity	Public comment is welcomed at the discretion of the chair not to exceed five minutes.	
2.	Agenda Items:		
1.	Sewer Plan Phase II – Consultant Agreement with BHC	15 min	D. Lenius
2.	Mesford PRV Project Update	15 min	C. Roberts
3.	Gorst Coalition Memorandum of Understanding	15 min	
4.	RAB – Suquamish Art MOU Update	10 min	

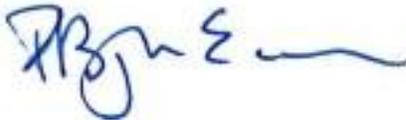
The committee may add and discuss other items not listed on the agenda.

IT IS REQUESTED THAT ATTENDEES LIMIT THE USE OF SCENTED PRODUCTS (PERFUME, COLOGNE, HAIR SPRAY, AFTER SHAVE, LOTION, FABRIC SOFTENER, ETC.). FRAGRANCES CAN BE TOXIC SUBSTANCES TO SOME PEOPLE, CAUSING RESPIRATORY OR NEUROLOGICAL DISABLING ALLERGIC REACTIONS. THIS REQUIREMENT IS CONSISTENT WITH THE AMERICAN WITH DISABILITIES ACT FOR A BARRIER-FREE ENVIRONMENT.

To request an alternative format of the printed agenda, contact the City Clerk's office at 360.394.9880.

Para solicitar un formato alternativo de la agenda impresa, comuníquese con la oficina del City Clerk al 360.394.9880.

Future Agenda Items			
No.	Item(s)	Responsibility	Anticipated Meeting Date
1.	PMC – Transportation Development Code Update	M. Bateman	Fall/Wint 2021
2.	a. Speed Limit Policy		Fall/Wint 2021
	b. Speed Hump Policy		Fall/Wint 2021
	c. Street Lighting		Fall/Wint 2021
	d. Street Connectivity		Fall/Wint 2021
	e. Cross Walks/Green Plastic		Fall/Wint 2021
3.	2022 KCTP Capacity Improvements – Costs/Poulsbo share	Lund/Lenius	July 2021
4.	Long Range Plans & Legal Options for the Old Dump Site	Lund/Lenius	July 2021
5.	Assets for the Retiring PW Facility	Lund/Lenius	July 2021
6.	PW emergency prep and status overview	Lund	July 2021
7.	City Maintenance Workload	Lund	July 2021



Reviewed by Mayor Erickson

The committee may add and discuss other items not listed on the agenda.

IT IS REQUESTED THAT ATTENDEES LIMIT THE USE OF SCENTED PRODUCTS (PERFUME, COLOGNE, HAIR SPRAY, AFTER SHAVE, LOTION, FABRIC SOFTENER, ETC.). FRAGRANCES CAN BE TOXIC SUBSTANCES TO SOME PEOPLE, CAUSING RESPIRATORY OR NEUROLOGICAL DISABLING ALLERGIC REACTIONS. THIS REQUIREMENT IS CONSISTENT WITH THE AMERICAN WITH DISABILITIES ACT FOR A BARRIER-FREE ENVIRONMENT.

To request an alternative format of the printed agenda, contact the City Clerk’s office at 360.394.9880.

Para solicitar un formato alternativo de la agenda impresa, comuníquese con la oficina del City Clerk al 360.394.9880.



City of Poulsbo
Public Works Committee
City Hall – 200 NE Moe Street
3rd Floor Conference Room

Subject	Meeting Minutes	Date	6/23/2021
Recorder	Anthony Burgess	Start Time	5:05 PM
Committee Chair	Connie Lord	End Time	6:00 PM
Committee Members	Connie Lord, David Musgrove, Britt Livdahl, Becky Erickson		
Staff Present	Diane Lenius, Josh Ranes, Mike Lund		

Meeting Video: <https://vimeo.com/567093668>

No.	Topic	Action/Recommendation/Discussion
Administrative		
1.	Questions & Concerns of the Committee	<input type="checkbox"/> Discussed <input checked="" type="checkbox"/> Further Action Requested: Discussion requested regarding elimination of HOV Lanes on SR 305. “Soft Touch” parking discussion to be added to future agenda. David elected to be next PWC Chair
2.	Agenda and Extended Agenda Review	<input checked="" type="checkbox"/> Discussed <input type="checkbox"/> Further Action Requested:
3.	Mayor, Department Head and Staff Reports	<input checked="" type="checkbox"/> Discussed <input type="checkbox"/> Further Action Requested:
4.	Approval of Minutes: 6/9/21	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Further Action Requested:
5.	Future Meeting Conflicts:	<input checked="" type="checkbox"/> Discussed <input type="checkbox"/> Further Action Requested:
6.	Public Comment Opportunity	<input checked="" type="checkbox"/> Discussed <input type="checkbox"/> Further Action Requested:
Agenda Items		
1.	Kitsap County Sewer Projects Budget Amendment	<input checked="" type="checkbox"/> Discussed <input checked="" type="checkbox"/> Recommended to Council <input type="checkbox"/> Further Action Requested:
2.	PSE Night Work and Road Closure Request	<input checked="" type="checkbox"/> Discussed <input checked="" type="checkbox"/> Recommended to Council <input type="checkbox"/> Further Action Requested:
3.	Johnson Parkway Project Update	<input checked="" type="checkbox"/> Discussed <input type="checkbox"/> Recommended to Council <input checked="" type="checkbox"/> Further Action Requested: Provide updates to council during light agendas.
6.	Adjournment.	

POULSBO PUBLIC WORKS COMMITTEE
AGENDA SUMMARY
MEETING DATE: 07/14/21

AGENDA ITEM:	Sewer Comprehensive Plan Phase 2 Consultant Contract - BHC
EXHIBITS:	Presentation / Scope and Budget
STAFFED BY:	Diane Lenius

SUMMARY STATEMENT:

Staff will present the scope and budget for the Sewer Comprehensive plan Phase 2 with consultant BHC.

BHC has been working with City Staff the past year and a half on the first phase of work which included setting up and calibrating a hydraulic model of the sewer system. This has not previously been completed, the city has been relying on a spreadsheet based model. The hydraulic model uses actual flow, GIS data, and allows the consultant to model future scenarios.

Phase 2 work includes growth modeling, identifying system constraints, capital projects and costs, a financial analysis, and completion of the sewer comprehensive plan to be adopted by 2023. BHC will also assist with the Sewer Advisory Committee and coordination with Kitsap County.

The Scope and Budget to complete Phase 2 work is \$157,905.

RECOMMENDED ACTION:

Recommend bringing to Council for approval the Sewer Comprehensive Plan Phase 2 consultant task authorization with BHC in the amount of \$157,905.

EXHIBIT A Scope of Services

City of Poulsbo

2021 Comprehensive Sewer Plan Update – Phase 2 July 6, 2021

Project Background and Understanding

The City of Poulsbo (City) last updated its Comprehensive Sewer Plan (CSP) in 2016. The effort was completed in concert with the last mandated update of the City's Comprehensive Plan, providing essential information to that document under its utility system functional plan element. Although a new Comprehensive Plan is not scheduled for adoption until 2026, several evolving circumstances have led the City to expedite this 2021 CSP update, including:

- Anticipated revised regional growth projections issued by the Puget Sound Regional Council (PSRC) under its Vision 2050 Plan that will include more aggressive growth numbers for Poulsbo.
- A hydraulically modeled capacity assessment of the current Kitsap County siphon facilities that suggests peak projected wastewater flows within the next several years might meet and exceed this capacity.
- An anticipated project duration of several years that will likely be required to plan, finance, design, permit, and construct new sewer conveyance facilities (both City and County owned) to expand its delivery capacity to Kitsap County.
- Continued large capital investments in Kitsap County owned conveyance and treatment facilities for which Poulsbo is assessed a contributing flow-proportioned financial obligation.
- A recently completed feasibility study performed by BHC Consultants (BHC) that examined the constraints and costs of upgrading the siphon capacity on a conceptual level.
- A desire to create an enhanced hydraulic model of Poulsbo's sewer collection system that better simulates the dynamic influence of peak flow events through the collection system than the spreadsheet-based model that has been used in previous evaluations.

With these considerations and the prospect of significant short-term required capital investments in the City's sewer system, this CSP update was initiated with a July 2020 Phase 1 authorization under the on-call contract in place between BHC and the City. A draft Phase 2 Scope of Services was also presented at that time; however, authorization was withheld until 2021 for City budgeting purposes.

A substantial portion of Phase 1 work is now complete. To support City needs during the execution of this work, the services performed slightly differed from the six originally scoped task elements under this initial phase (the executed Phase 1 Scope of Services is attached for reference). Generally speaking, additional project management and model development time has been spent coordinating efforts with the City's infiltration/inflow (I/I) consultant, RH2, to obtain needed system wet weather modeling parameters, as well as support the City with initial evaluation of a peak offline storage facility that might mitigate surcharge of the Central Interceptor during near-term storm events. These additional efforts have been counterbalanced by a reduced number of planned workshops and lesser efforts associated with the development of growth projections and flow distribution (for which the City self-performed significant effort).

The overall result of these changes in scope is that this Phase 2 Scope of Services has been developed to estimate new elements of work to complete the CSP without the need for budgetary resolution of work already performed. The efforts associated with development of the technical memorandum planned under Task 5 of authorized Phase 1 (Long-Term Conveyance Alternative 1) are now proposed to continue system modeling analysis and meet an aggressive schedule for a first workshop. The results will be summarized within a more encompassing technical

memorandum proposed under Task 2 of this proposal. The reason for this is that, at the time of scope development in June 2020, a more detailed and formalized effort was planned to evaluate the alternatives of continued Lemolo facility conveyance of all City sewage against the option of diverting, treating and discharging a portion of future effluent to groundwater within proximity of the City's service area. This option will now be explored at a more general level and will not be separately reviewed and scored with the City's advisory committee assisting with the project.

This updated Scope of Services and engineering fee estimate have been developed based on BHC's understanding of the project and discussions with City staff. Efforts other than Task 2 System Analysis remain mostly unchanged from the scope submitted earlier.

Project Approach and Scope

BHC proposes the following task elements within this Scope of Services:

Task 1 – Project Management

This task includes continuing coordination and management of engineering work through the submittal to and approval of the CSP by Washington State Department of Ecology (DOE), as well as adoption of the CSP by City Council. Submittal of the Draft CSP to DOE is anticipated by the end of 2021, with the Final CSP approvals assumed to occur during the first half of 2022.

- 1.1 Correspondence and Coordination with City** - BHC's Project Manager will serve as the primary point of contact and will maintain regular communication with the City concerning project issues, schedule, and work products. Electronic records of project decisions will be maintained. Coordination of project work and communications with permitting/regulatory agencies will be done in an efficient manner that promotes adherence to project schedule.
- 1.2 Staff, Subconsultant and Budget Management** - BHC's Project Manager will manage project staff for compliance with project schedule and budget as well as scheduled deliverables. This management work will involve developing a project work plan and establishing team resource allocation using BHC accounting and management software. Monthly invoicing and project status summaries will be prepared under this subtask.
- 1.3 QA/QC Program** - Under this subtask BHC will conduct quality reviews of all project deliverables in adherence with company policies. The Principal-in-Charge will lead the QA/QC program and will involve other senior staff members as needed.

Task 2 – System Hydraulic Capacity Analysis

Under this task, a consolidated effort to complete the hydraulic modeling evaluation of the City sewer collection system and identify deficiencies is proposed. The analysis of the long-term conveyance of all City sewer flows through the Lemolo facilities under Phase 1 will be supplemented by an evaluation of a potential diversion of some future flow to a constructed treatment and groundwater infiltration/injection facility. These efforts will be performed solely to review comparative ultimate sizing of the major City conveyance facilities (Central Interceptor, Lemolo Shore sewer line, and Lemolo siphon beneath Liberty Bay) for each scenario and develop strategies for appropriate capital projects and phasing that might be implemented. Sizing and conceptual costs associated with the potential diversion and treatment infrastructure will not be developed. Efforts will include:

- Using the hydraulic model 50-year average and peak flow scenarios established within Phase 1, size the major City conveyance system infrastructure facilities that would evolve differently with the reduced flows that result from partial future diversion to a treatment facility. It is anticipated that the infrastructure evaluated as part of this alternative would include new pump station(s) to transmit future flows from newly developed areas to the Central Interceptor and a lesser level of potential upgrades to the Central Interceptor, Lemolo Shore pipeline and siphon than those needed to transmit all future flows.

- Once ultimate facility sizing has been established, use the 6- and 20-year average and peak flow scenarios to assess potential phasing of infrastructure improvements and the estimated timing for when major facilities must be constructed, resulting in significant City capital outlays. Model and size proposed improvements for both long-term strategies and develop recommended strategy for the timing and phasing of capital improvement projects.
- Run model 6- and 20-year scenarios to establish the timing of other system deficiencies, separate from the major long-term conveyance facilities, that develop. Model and size proposed capital improvements to address these capacity-based deficiencies.
- Develop capital improvement opinions of probable project cost (OPPCs), and a schedule for estimated design and construction of individual facilities that are either sized for ultimate flows or reduced in size as part of a favorable phasing approach. The recommended approach will be designated as the long-term conveyance strategy.

Task 3 – Draft CSP Development - Introduction (Chapter 1)

Once the system hydraulic analysis and long-term conveyance facility improvement strategy has been recommended, a series of ensuing tasks will work to develop the remaining elements of a complete draft CSP. Under this first chapter completion task, BHC will make and share suggested text and table revisions from the 2016 CSP with the City, receive confirmation of revisions and incorporate any further redlines furnished by the City.

Task 4 – Draft CSP Development - Service Area, Population, and Flow Projections (Chapter 2)

Using the technical memorandum developed under Phase 1 as the basis for the majority of chapter content, completing Chapter 2 will include the following efforts:

- Coordinate with City planning department staff to make appropriate minor updates/revisions to the projections developed under Phase 1. Carry through to text and table updates.
- Add in introductory sections from the 2016 CSP and figure updates for natural features not included in the technical memorandum, including: natural features and hazards, the existing water system and proximate wastewater treatment facilities.
- Format technical memorandum contents to complete chapter layout.

Task 5 – Draft CSP Development - Sewer System Description (Chapter 3)

For the update of this chapter, BHC will make and share suggested text and table revisions from the 2016 CSP with the City, receive confirmation of revisions and incorporate any further redlines furnished by the City. Efforts will include:

- Text and figure updates to reflect recently completed sewer system projects and other updates.
- Text and figure updates to reflect changes in individual basin gravity and pumping facilities.
- Expanded text summary description of the County's conveyance and treatment systems, to include major pumping and conveyance facility sizes and lengths, that Poulsbo sewage flows through to reach the Central Kitsap Wastewater Treatment Plant (CKWWTP), as well as a summary of the general unit processes and facilities at the CKWWTP.

Task 6 – Draft CSP Development - Sewer System Evaluation (Chapter 4)

Completion of this chapter will include incorporation of many elements of the Phase 1 Model Development and Calibration and Phase 2 System Hydraulic Capacity Analysis, with supplemental tasks, as follows:

- Format full contents of Phase 1 model memo and Phase 2 system analysis into chapter layout.
- Interview operations staff to identify other system infrastructure and support hardware/software needs that are due to degradation of condition, limited remaining useful life, desire for standardization, and/or obsolescence and difficulty with continuing service support.

- Update chapter text and graphics of the basin-by-basin summary sections used in the 2016 CSP to state facility deficiencies and recommended improvements.

Task 7 – Draft CSP Development - Downstream Conveyance and Treatment (Chapter 5)

BHC will retain the format and text from the 2016 CSP but expand this chapter to include a summary of the appropriate facilities for the recommended long-term conveyance approach and phasing. Efforts are anticipated to include:

- Building on elements included within the System Hydraulic Capacity Analysis and the recently developed Kitsap County sewer utility Facilities Plan, incorporate current text description for the facilities associated with the existing and potentially upgraded Lemolo siphon and major County Keyport-side conveyance facilities. Add figure that provides general map location of highlighted facilities.
- Incorporate a new section with text and figure description associated with a conceptual new City treatment facility being evaluated independently by the City's hydrogeologic consultant, as appropriate.
- Add summary of City projected flows and their relationship to current purchased capacity at the County's CKWWTP, as well as the anticipated process to negotiate additional capacity within the interlocal service agreement.

Task 8 – Draft CSP Development - Operations and Maintenance Program (Chapter 6)

A brief Operations and Maintenance (O&M) chapter will be developed to include the following efforts:

- Describe existing operational staffing levels, department organizational chart and/or titles and job descriptions, staff training and certifications.
- Develop descriptions of O&M preventative maintenance programs executed by sewer utility operations staff, including weekly facility visits and operational checks, sewer line video inspection and jetting/flushing, pretreatment and fats, oils and grease (FOG) prevention, and incident/alarming response.
- Project additional O&M duties associated with recommended capital improvements, system expansion, and program goals. Use anticipated efforts to assess adequacy of existing staffing levels and recommend position(s) to address inadequacies.
- Develop and format chapter text, tables and graphics.

Task 9 – Draft CSP Development - Capital Improvement Program (Chapter 7)

BHC will retain the format and text from the 2016 CSP, providing revisions to update information as necessary. Efforts are anticipated to include:

- Develop conceptual level Opinions of Probable Project Cost (OPPCs) for each of the recommended capital improvements discussed in Chapter 4 that were not developed as part of the System Hydraulic Capacity Analysis and long-term conveyance strategy.
- Incorporate sections of the System Hydraulic Capacity Analysis to describe the scope and phase of the recommended facilities, costs, and advisory committee involvement with the process.
- Update of the Capital Improvement Program sections, including documentation of recently completed projects, City and County Capital Improvement Project tables, and individual description of recommended projects and ongoing annually funded programs.

Task 10 – Draft CSP Development - Financial Plan (Chapter 8)

BHC will use the subconsultant services of FCS Group to complete the financial analysis and chapter text development. Their scope and fee have been appended to this proposal, which includes their recommended optional general facility charge update. FCS Group will also have an assumed level of participation with BHC's Project Manager in presenting capital improvement planning and financing information to City officials.

Task 11 – CSP Document Production, Approvals and Adoption

Following incorporation of all City review comments, BHC will assist the City in submitting the CSP and receiving approval from Department of Ecology. Subsequently, BHC will incorporate final approval documentation and produce final CSP documents for City record and use, as well as for adoption by City Council.

- Develop Executive Summary section through consolidation of other chapter materials.
- Incorporate appendices references throughout chapter text.
- Produce hardcopies and submit bound draft CSP document to Department of Ecology and the City.
- Receive and address Ecology review comments via an itemized response letter indicating and referencing incorporated revisions to the CSP update.
- Incorporate SEPA documentation developed and received by the City.
- Produce final hardcopy document and submit to Ecology for approval.
- Incorporate final Ecology approval letter to hardcopies produced for City adoption and subsequent use.

Task 12 – Project Workshops

BHC proposes the inclusion of decision-based project workshops at important milestones during the course of the CSP update development. Recommended workshops included with this Phase 2 portion of the GSP, assumed to be held at City Hall, are defined as follows:

- *Workshops #1 and #2: System Hydraulic Capacity Analysis and Draft Capital Improvement Program Citizens' Advisory Committee Workshops.* These workshops will be held in support of the selection of the preferred long-term conveyance strategy and development of a capital improvement program that is accepted and vetted by the diverse interests of the advisory committee. BHC team will serve as a primary source in developing Power Point materials, with the BHC Project Manager and another core consulting team member participating in both workshops. The objectives of the first workshop are to present the system hydraulic deficiencies within major conveyance facilities that result from the alternative long-term conveyance scenarios (full flows or some future diversion and treatment), as well as other deficiencies within the system that are predicted to naturally develop with growth. The second workshop will be to present a draft capital improvement program to address those deficiencies and review the timing and magnitude of capital costs. The identified calendar periods to conduct these two workshops are the end of July and the middle of September.
- *Workshop #3: Draft Financial Plan and CSP Complete Chapter Review with Citizens' Advisory Committee.* This workshop at the end of October and will present the recommended financial plan, including utility rate and connection fee adjustments, as well as other funding options, to effectively finance the capital improvement program. Complete draft chapter text through Chapter 6, and substantial completion of Chapters 7 and 8, will be submitted to the City prior to this meeting such that review comments may be received and discussed. The objectives of the meeting are to make decisions that allow BHC to finalize the 6-year CIP and Financial Plan and initiate the Executive Summary of the CSP. The BHC project manager, core team member, and financial subconsultant will attend this workshop.
- *Workshop #4: CSP City Council Review and Acceptance.* This meeting, conducted before City Council prior to DOE submittal of the draft document, is intended to present the highlights of the 2021 Draft CSP update, including an overview of the long-term conveyance strategy, recommended capital improvements, and financial program.

Phase 2 Assumptions:

- Project management efforts are based on continued invoicing and client/ internal project communications over an estimated 10-month duration for completion of the project. An estimated 2-hour senior level QA/QC review of each technical memorandum and document chapter is also assumed.

- City staff will be responsive to data requests and make best efforts to provide information by requested dates.
- Modeling of long-term conveyance options will be limited to placement of conceptual facilities within public rights-of-way and at elevations that are limited to the constraints of available GIS mapping information.
- Modeling efforts and scenarios are generally described within this scope. If expanded analysis and scenario development is requested, or becomes necessary, budget amendment will be necessary for expended efforts beyond those estimated in Exhibit B,
- As a conservative approach to the sizing of the major long-term conveyance facilities, pipe sizes within the existing collection system will be arbitrarily upsized under the 50-year buildout scenario to eliminate other hydraulic bottlenecks that might have the impact of attenuating and decreasing the peak flows that arrive at the conveyance facilities.
- Operator feedback and industry standard references will be used to generally assess hours spent annually on discrete operation and maintenance activities of existing and potential conveyance facilities. Work order logs or other time recorded data will not be reviewed or tabulated.
- Kitsap County conveyance and treatment facility information will be briefly summarized and limited to information received from that agency.
- Development of diverted flow conveyance and treatment facilities and conceptual cost information to support the long-term conveyance strategy is excluded.
- City will lead SEPA checklist preparation and facilitate the public review period. BHC Project Manager will be available as needed to support the City with these efforts.
- City review comments to project deliverables will be issued to BHC in a single, consolidated, and non-contradictory format.
- Opinions of probable cost are subject to the levels of accuracy and contingencies established by the Association for the Advancement of Cost Engineering (AACE), commensurate with the degree of project design completion.
- One round of comments from Ecology will be received and addressed before gaining regulatory approval.
- The City will lead and coordinate distribution of the complete draft CSP to adjacent utilities, including but not limited to the Navy and Kitsap County.

Phase 2 Deliverables:

- Monthly invoices with project status summaries.
- Draft chapter documents in electronic MS Word and PDF format for City review.
- Final sewer model files used to complete the CSP.
- Presentation materials developed for all workshops in Power Point and PDF format.
- Up to 3 bound hardcopies, and an electronic file in PDF format, of the bound Draft CSP will be produced and submitted to Ecology for review and the City for reference.
- Up to 2 bound hardcopies, and an electronic file in PDF format, of the Final CSP document will be resubmitted to Ecology for approval.
- Following incorporation of Ecology approval letter, up to 6 bound hardcopies of the Final CSP document will be submitted to the City. Complete electronic files in original format, and in combined PDF format, will also be delivered to the City.

Estimated Schedule

BHC’s services described in this scope of work will occur over the following estimated schedule and identified milestones for the project.

- | | |
|--------------------------------------|----------------|
| ▪ Authorization to Proceed | July 2021 |
| ▪ Review Workshop #1 | July 2021 |
| ▪ System Hydraulic Capacity Analysis | August 2021 |
| ▪ Review Workshop #2 | September 2021 |

- CSP Draft Chapter Text Submittal and Review Workshop #3 October 2021
- Workshop #4: Council Presentation of Draft CSP November - December 2021
- Draft CSP to DOE December 2021
- Final CSP to DOE for Approval/City Adoption March - April 2022

Fee Estimate

The budget for this Scope of Services is attached as Exhibit B and stated to be \$157,905. The budget is based on BHC's 2021 Schedule of Charges, also included with Exhibit B.

EXHIBIT B
BUDGET SPREADSHEET
City of Poulsbo 2021 Comprehensive Sewer Plan Update - Phase 2

Task No.	Task Description	QA/QC	PM	Project Eng.	Staff Eng.	CAD Mgr.	GIS/CAD	Proj Admin	Clerical/WP	BHC Total Labor		Subconsultant	Subconsultant	TOTAL COST
		<i>Dorn</i>	<i>Kelsey</i>	<i>Zier/Castro</i>	<i>Palmerton</i>	<i>Simon</i>	<i>Tolentino/Osloe</i>	<i>Coughlin</i>	<i>Sifferman</i>	Hours	Cost	<i>Financial</i>	<i>Markup @ 10%</i>	
	Hourly Billing Rate:	\$240	\$230	\$195	\$130	\$175	\$130	\$120	\$110			<i>FCS Group</i>		
1	PROJECT MANAGEMENT													
1.1	Correspondence and Communication with City		32					3		35	\$7,720		\$0	\$7,720
1.2	Staff, Subconsultant and Budget Management		24					12		36	\$6,960		\$0	\$6,960
1.3	QA/QC Program	18								18	\$4,320		\$0	\$4,320
	TASK SUBTOTAL, HOURS	18	56	0	0	0	0	15	0	89				
	TASK SUBTOTAL, LABOR COST	\$4,320	\$12,880	\$0	\$0	\$0	\$0	\$1,800	\$0		\$19,000	\$0	\$0	\$19,000
2	SYSTEM HYDRAULIC CAPACITY ANALYSIS													
	Ultimate flow scenario major facility sizing with diversion		2	10	20					32	\$5,010		\$0	\$5,010
	Major facility phasing evaluation with 6- and 20-year flows		4	8	16					28	\$4,560		\$0	\$4,560
	Identification of other system hydraulic deficiencies in 6- and 20-year scenarios		4	12	30					46	\$7,160		\$0	\$7,160
	Develop OPPCs and upgrade phasing strategies		4	12	24	1	4			45	\$7,075		\$0	\$7,075
	TASK SUBTOTAL, HOURS	0	14	42	90	1	4	0	0	151				
	TASK SUBTOTAL, LABOR COST	\$0	\$3,220	\$8,190	\$11,700	\$175	\$520	\$0	\$0		\$23,805	\$0	\$0	\$23,805
3	INTRODUCTION (CHAPTER 1)													
	Incorporate text revisions		1	2	2				1	6	\$990		\$0	\$990
	TASK SUBTOTAL, HOURS	0	1	2	2	0	0	0	1	6				
	TASK SUBTOTAL, LABOR COST	\$0	\$230	\$390	\$260	\$0	\$0	\$0	\$110		\$990	\$0	\$0	\$990
4	SERVICE AREA, POPULATION, AND FLOW PROJECTIONS (CHAPTER 2)													
	Incorporate projection updates/revisions			1	2		2			5	\$715		\$0	\$715
	Add in natural features descriptions and figures			6	8	1	12			27	\$3,945		\$0	\$3,945
	Format to complete chapter layout				2				3	5	\$590		\$0	\$590
	TASK SUBTOTAL, HOURS	0	0	7	12	1	14	0	3	37				
	TASK SUBTOTAL, LABOR COST	\$0	\$0	\$1,365	\$1,560	\$175	\$1,820	\$0	\$330		\$5,250	\$0	\$0	\$5,250
5	SEWER SYSTEM DESCRIPTION (CHAPTER 3)													
	Incorporate draft text and graphics revisions		2	4	16	2	8		2	34	\$4,930		\$0	\$4,930
	Expanded description of County facilities		1	8	16				1	26	\$3,980		\$0	\$3,980
	TASK SUBTOTAL, HOURS	0	3	12	32	2	8	0	3	60				
	TASK SUBTOTAL, LABOR COST	\$0	\$690	\$2,340	\$4,160	\$350	\$1,040	\$0	\$330		\$8,910	\$0	\$0	\$8,910
6	SEWER SYSTEM EVALUATION (CHAPTER 4)													
	Phase 1 and 2 memo content formatting		1	4	12		4		4	25	\$3,530		\$0	\$3,530
	Interview operations staff and incorporate improvements due to obsolescence		2	8	6					16	\$2,800		\$0	\$2,800
	Updated chapter text, graphics, and basin-by basin summaries		1	6	24	2	16		2	51	\$7,170		\$0	\$7,170
	TASK SUBTOTAL, HOURS	0	4	18	42	2	20	0	6	92				
	TASK SUBTOTAL, LABOR COST	\$0	\$920	\$3,510	\$5,460	\$350	\$2,600	\$0	\$660		\$13,500	\$0	\$0	\$13,500

**EXHIBIT B
BUDGET SPREADSHEET
City of Poulsbo 2021 Comprehensive Sewer Plan Update - Phase 2**

Task No.	Task Description	QA/QC	PM	Project Eng.	Staff Eng.	CAD Mgr.	GIS/CAD	Proj Admin	Clerical/WP	BHC Total Labor		Subconsultant	Subconsultant	TOTAL COST
		<i>Dorn</i>	<i>Kelsey</i>	<i>Zier/Castro</i>	<i>Palmerton</i>	<i>Simon</i>	<i>Tolentino/ Osloe</i>	<i>Coughlin</i>	<i>Sifferman</i>	Hours	Cost	<i>Financial</i>	Markup @ 10%	
	Hourly Billing Rate:	\$240	\$230	\$195	\$130	\$175	\$130	\$120	\$110			<i>FCS Group</i>		
7	DOWNSTREAM CONVEYANCE AND TREATMENT (CHAPTER 5)													
	Incorporate/expand downstream conveyance and treatment materials for Task 2		1	4	10	1	4		2	22	\$3,225		\$0	\$3,225
	CKWWTP purchase capacity summary		2	4				1	7		\$1,350		\$0	\$1,350
	TASK SUBTOTAL, HOURS	0	3	8	10	1	4	0	3	29				
	TASK SUBTOTAL, LABOR COST	\$0	\$690	\$1,560	\$1,300	\$175	\$520	\$0	\$330		\$4,575	\$0	\$0	\$4,575
8	OPERATION AND MAINTENANCE (CHAPTER 6)													
	Staffing, organizational chart, training, certifications summary		1	2	8					11	\$1,660		\$0	\$1,660
	Preventative maintenance and O&M program descriptions		2	12	6					20	\$3,580		\$0	\$3,580
	Staffing level assessment to support capital projects/system growth		1	12	6					19	\$3,350		\$0	\$3,350
	Develop and format full chapter text, tables, and graphics		1	4	16				3	24	\$3,420		\$0	\$3,420
	TASK SUBTOTAL, HOURS	0	5	30	36	0	0	0	3	74				
	TASK SUBTOTAL, LABOR COST	\$0	\$1,150	\$5,850	\$4,680	\$0	\$0	\$0	\$330		\$12,010	\$0	\$0	\$12,010
9	CAPITAL IMPROVEMENT PROGRAM (CHAPTER 7)													
	Opinions of Probable Project Cost		1	12	24					37	\$5,690		\$0	\$5,690
	Long-term conveyance and advisory committee summary		1	4	8					13	\$2,050		\$0	\$2,050
	Update CIP sections, project descriptions and tables, annually funded programs		2	6	20	1	6		2	37	\$5,405		\$0	\$5,405
	TASK SUBTOTAL, HOURS	0	4	22	52	1	6	0	2	87				
	TASK SUBTOTAL, LABOR COST	\$0	\$920	\$4,290	\$6,760	\$175	\$780	\$0	\$220		\$13,145	\$0	\$0	\$13,145
10	FINANCIAL PLAN (CHAPTER 8)													
	TASK SUBTOTAL, HOURS	0	0	0	0	0	0	0	0	0		\$28,365	\$2,837	\$31,202
	TASK SUBTOTAL, LABOR COST	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$28,365	\$2,837	\$31,202
11	CSP DOCUMENT PRODUCTION, APPROVALS, AND ADOPTION													
	Executive Summary		1	6	12				2	21	\$3,180		\$0	\$3,180
	Appendices			4	10				4	18	\$2,520		\$0	\$2,520
	Draft CSP Production and Delivery			2	8				8	18	\$2,310		\$0	\$2,310
	Incorporation of SEPA and Ecology Comments		1	4	10	1	6		2	24	\$3,485		\$0	\$3,485
	Final CSP Production, Delivery, Approvals and Adoption		2	2	8				8	20	\$2,770		\$0	\$2,770
	TASK SUBTOTAL, HOURS	0	4	18	48	1	6	0	24	101				
	TASK SUBTOTAL, LABOR COST	\$0	\$920	\$3,510	\$6,240	\$175	\$780	\$0	\$2,640		\$14,265	\$0	\$0	\$14,265
15	PROJECT WORKSHOPS													
	System deficiencies/draft CIP Citizens' Advisory Committee #1 and #2		14		14					28	\$5,040		\$0	\$5,040
	Draft CSP Review/Citizens' Advisory Committee #3 Financial Plan		5		6					11	\$1,930		\$0	\$1,930
	City Review and Acceptance #4		8						1	9	\$1,950		\$0	\$1,950
	TASK SUBTOTAL, HOURS	0	27	0	20	0	0	0	1	48				
	TASK SUBTOTAL, LABOR COST	\$0	\$6,210	\$0	\$2,600	\$0	\$0	\$0	\$110		\$8,920	\$0	\$0	\$8,920
TOTAL DIRECT LABOR AND OVERALL COST		18	121	159	344	9	62	15	46	774	\$124,370	\$28,365	\$2,837	\$155,572
													EXPENSES @ 1.5%	\$2,334
													TOTAL PROJECT FEES	\$157,905

2021 Schedule of Charges

Billing Title	Hourly Billing Rates
Principal Engineer	\$250 - \$295
Senior Structural Engineer	\$230 - \$255
Senior Electrical Engineer	\$230 - \$255
Senior Project Manager	\$225 - \$250
Senior Engineer	\$190 - \$280
Project Engineer	\$145 - \$205
Staff Engineer	\$125 - \$165
Planning Manager	\$170 - \$225
Senior Planner	\$155 - \$170
Planner	\$105 - \$130
GIS Specialist*	\$125 - \$135
Field Inspector & Building Inspectors*	\$125 - \$175
Building Code Compliance Review	\$110 - \$250
CAD Manager*	\$165 - \$190
Draftsperson*	\$115 - \$145
Project Administrator*	\$115 - \$140
Project Assistant/Word Processor*	\$115 - \$125

Professional Reimbursement:

The hourly billing rates include the cost of salaries of the BHC employees, plus paid sick and safe leave, vacation, holiday, other fringe benefits, indirect overhead and fee. All employees classified as “non-exempt” (billing category denoted with *) by the U.S. Department of Labor will be compensated at 1-1/2 times salary for overtime hours, as per State and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours.

Communication Fee:

Project Labor times 3.0% which includes telecommunications, faxes, standard U.S. Mail, mobile phones, and internet access.

Direct Expenses:

Reimbursement for direct expenses incurred in connection with the work, will be at cost plus ten percent. See **Schedule of Non-Labor Charges** for detail.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2021 through December 31, 2021, and will be adjusted thereafter.

Schedule of Non-Labor Charges

January 1, 2021

Non-Labor Charges	Description	Fee
Reproduction <i>In-House Reproduction</i> <i>B&W Print</i> <i>B&W Print</i> <i>B&W Plot (Line Drawings)</i> <i>B&W Plot (Line Drawings)</i> <i>B&W Mylar</i> <i>Color Plot (Color Graphics)</i> <i>Color Plot (Color Graphics)</i> <i>Color Print</i> <i>Color Print</i> <i>External Reproductions</i>	 8.5" x 11" 11" x 17" up to 6 sq. ft. Large Format Plot (> 6 sq. ft.) up to 6 sq. ft. up to 6 sq. ft. Large Format Plot (> 6 sq. ft.) 8.5" x 11" 11" x 17"	 \$0.15/Copy \$0.30/Copy \$2.00/Copy \$0.33/Sq. Ft. \$14.00/Copy \$12.00/Copy \$2.00/Sq. Ft. \$1.00/Copy \$2.00/Copy Cost + 10%
Subconsultants & Contractors		Cost + 10%
Transportation & Travel <i>Airfare</i> <i>Lodging</i> <i>Meals</i> <i>Vehicle Rental & Gas</i> <i>Public Transportation & Taxis</i> <i>Parking</i> <i>Mileage</i>		Cost + 10% Cost + 10% Cost + 10% Cost + 10% Cost + 10% Cost + 10% IRS Rate
Standard U.S. Mail, Express Mail, & Courier		Cost + 10%
Special Fees, Insurance, Permits, and Licenses		Cost + 10%
Software & Equipment		Cost + 10%
3D Imaging	Imaging Cost = \$49.00 per Unit Equipment Charge = \$50.00 Per Unit	Unit Cost + \$50 Equipment Charge Per Unit
3D Imaging (Floor Plans)	Floor Plans = \$15 per Unit	Unit Cost + \$10%

CITY OF POULSBO

2021 GENERAL SEWER PLAN UPDATE

The City of Poulsbo wishes to update its General Sewer Plan, which was completed in 2015 and “refreshed” in 2019. While this update will incorporate applicable information from the existing Plan, it will also include a comprehensive review of several alternatives that the City is considering as potential means of meeting its long-term capacity needs:

- Upgrading the Lemolo Siphon
- Pumping increased wastewater flows around Liberty Bay
- Building its own wastewater treatment plant

Given the financial implications of these alternatives, the City plans to establish a citizen’s advisory panel that will review the alternatives and recommend a course of action to the City Council. The task plan below summarizes our proposed approach to meet the City’s needs.

TASK PLAN

TASK 1 | PROJECT INITIATION & DATA COLLECTION

FCS GROUP will provide a data request outlining key information required to complete the study, working with City staff and BHC Consultants to resolve questions and obtain additional records as needed. Task 1 includes reviewing data provided for the study and identifying any potential data anomalies that could impact the integrity of the study’s findings or recommendations. This task also includes the administrative efforts involved with project initiation and ongoing management.

TASK 2 | REVENUE REQUIREMENT ANALYSIS

Task 2 includes the development of a multi-year financial plan to support the planned capital projects while meeting the sewer utility’s other financial obligations. Key elements of this task include:

- **Operating Forecast.** Initially based on the City’s budget, the forecast of operating revenues and expenses will incorporate inflation and other cost increases (e.g. labor costs). The operating forecast will also reflect adjustments for anticipated changes in staffing and/or program activities.
- **Capital Forecast.** This task will involve developing a funding plan for the projects identified in the capital improvement plan (CIP) that considers available resources from rate revenues, general facilities charges, contributions in aid of construction, existing reserves, and debt (if needed). We will estimate the financial impacts of any additional debt issued as part of the funding strategy.

- **Revenue Sufficiency Analysis.** We will evaluate the adequacy of current revenues in meeting both cash flow needs and any applicable debt service coverage requirements, developing a strategy of annual rate adjustments.
- **Sensitivity Analysis.** In collaboration with City staff and BHC Consultants, FCS GROUP will develop up to three (3) scenarios to evaluate the impacts of the long-term capacity alternatives that the City is considering as well as changes to key variables or other factors of interest.

TASK 3 | DOCUMENTATION

Task 3 consists of the efforts involved in developing the financial chapter for the City's General Sewer Plan:

- Reviewing the City's financial performance over the past six years and summarizing noteworthy financial trends
- Discussing potential funding sources for the capital improvement program
- Documenting the revenue requirement analysis completed in Task 2
- Evaluating the affordability of the City's current and proposed rates based on median household income criteria

We will submit the draft financial chapter for review by City staff and BHC Consultants and will revise it to reflect input received from both parties.

TASK 4 | MEETINGS & PUBLIC PROCESS

It will be important for us to interact with the project team throughout the project to ensure that the work products reflect the City's specific needs and goals. Task 4 contemplates our attendance at up to three (3) onsite meetings to present study findings to the City Council and the citizen's advisory panel that the City anticipates establishing to review the long-term capacity alternatives. We propose billing for attendance at additional meetings on a time-and-materials basis.

TASK 5 (OPTIONAL) | GFC UPDATE

Facing the potential for significant capital investments in infrastructure to meet the City's long-term capacity needs (as well as other projects that will be included in the updated CIP), it would be prudent for the City to review its sewer general facilities charges (GFCs) to ensure that they recover an equitable share of system costs from development. In Task 5, FCS GROUP would calculate sewer GFCs based on current information. Key elements of this task include:

- Updating the inventory of existing assets to reflect the City's historical investments in infrastructure, as documented in the City's fixed asset schedules

- Updating the estimate of future capital costs based on the new capital improvement program, consistent with the requirements established by Section 35.92.025 of the Revised Code of Washington (RCW) and its interpretations.
- Updating the estimate of system capacity used in the denominator of calculation, which may change as a result of the long-term capacity alternatives being considered.

Given that Section 13.70.180 of the Poulsbo Municipal Code provides for inflationary adjustments to the City’s sewer GFCs (based on the Consumer Price Index for the Seattle-Tacoma-Bellevue Metropolitan Area), this analysis would provide the additional benefit of “recalibrating” the sewer GFCs. While inflationary indexing can generate additional funds for capital in lieu of regular updates to the underlying calculations, periodic reviews of the GFC are important to ensure that the charges imposed remain consistent with system costs.

BUDGET

The proposed level of effort to complete this work is shown below.

City of Poulsbo 2021 General Sewer Plan Update						
Task Detail	Ghilarducci Principal	Gonzalez Sr. PM	TBD Analyst	Admin Support	Total Hours	Budget Estimate
Task 1 Project Initiation & Data Collection	1	4	4	6	15	\$ 2,170
Task 2 Revenue Requirement Analysis	4	12	32		48	7,860
Task 3 Documentation	4	6	18		28	4,740
Task 4 Meetings & Public Process	4	27	12		43	8,235
Task 5 GFC Update (Optional)	4	6	20		30	5,010
Labor Total	\$4,590	\$11,275	\$11,610	\$540		\$ 28,015
Expenses						350
Total Cost Estimate						\$28,365
Cost Estimate without Optional Task(s)						\$23,355
Cost Summary						
Total Hours	17	55	86	6	164	
Billing Rate	\$270	\$205	\$135	\$90		

We would be happy to negotiate the level of effort if we have scaled our approach out of line with the City’s expectations.

City of Poulsbo

Consultant Task Order

On-Call Professional Services



Task Order #6: 2021 Comprehensive Sewer Plan Update – Phase 1

The general provisions and clauses of the Professional Services Agreement for On-Call Stormwater & Environmental Engineering Services with BHC Consultants, LLC, dated September 5, 2018 shall be in full force and effect for this task order.

Task Title: **2021 Comprehensive Sewer Plan Update – Phase 1**

Maximum Amount Payable: \$117,040.00

Completion Date: **9/30/2021**

Description of Work: **BHC to aid in the decision-making process for the preferred long-term conveyance and treatment of future City wastewater flows (options to continue to send all City-generated flows to Kitsap County or separately treat and discharge a future flow component will be considered), a series of task evaluations and technical memoranda will be developed during Phase 1 that will eventually be incorporated into a complete CSP meeting the requirements of WAC 173-240-050 for Department of Ecology (DOE) approval under Phase 2. Phase 1 technical memoranda will include: Growth Projections and Geographic Flow Distribution Methodologies, and Long-Term Conveyance Alternative.**

DocuSigned by:
Consultant Signature: Chris Kelsey Date: 7/2/2020
983CDE63E1764EC...

Print Name and Title: Chris Kelsey Vice President

DocuSigned by:
City Signature: Rebecca Erickson Date: 7/2/2020
77AA4B38C18A4BA...

Print Name and Title: Rebecca Erickson, Mayor

EXHIBIT A Scope of Services

City of Poulsbo

2021 Comprehensive Sewer Plan Update – Phase 1 June 18, 2020

Project Background and Understanding

The City of Poulsbo (City) last updated its Comprehensive Sewer Plan (CSP) in 2016. The effort was completed in concert with the last mandated update of the City's Comprehensive Plan, providing essential information to that document under its utility system functional plan element. Although a new Comprehensive Plan is not scheduled for adoption until 2026, several evolving circumstances have led the City to expedite this 2021 CSP update, including:

- Anticipated revised regional growth projections issued by the Puget Sound Regional Council (PSRC) under its Vision 2050 Plan that will include more aggressive growth numbers for Poulsbo.
- A hydraulically modeled capacity assessment of the current Kitsap County siphon facilities that suggests peak projected wastewater flows within the next several years might meet and exceed this capacity.
- An anticipated project duration of several years that will likely be required to plan, finance, design, permit, and construct new sewer conveyance facilities (both City and County owned) to expand its delivery capacity to Kitsap County.
- Continued large capital investments in Kitsap County owned conveyance and treatment facilities for which Poulsbo is assessed a contributing flow-proportioned financial obligation.
- A recently completed feasibility study performed by BHC that examined the constraints and costs of upgrading the siphon capacity on a conceptual level.
- A desire to create an enhanced hydraulic model of Poulsbo's sewer collection system that better simulates the dynamic influence of peak flow events through the collection system than the spreadsheet-based model that has been used in previous evaluations.

With these considerations and the prospect of significant short-term required capital investments in the City's sewer system, this CSP update is being initiated to create an enhanced collection system hydraulic model that reflects recent improvements made to important conveyance facilities and incorporates the more aggressive projected flows. The model will also be calibrated using recently obtained flow data gathered at critical locations within the collection system, and will account for the attenuation of peak flows through the collection system that can be achieved both by natural transit time and by operational control adjustments that coordinate large pumped flows into common gravity pipelines. With this enhanced modeling evaluation, a higher level of confidence in the predicted timing and sizing of needed capacity improvements can be achieved, and large cost alternative solutions more accurately examined.

To aid in the decision-making process for the preferred long-term conveyance and treatment of future City wastewater flows (options to continue to send all City-generated flows to Kitsap County or separately treat and discharge a future flow component will be considered), a series of task evaluations and technical memoranda will be developed during Phase 1 that will eventually be incorporated into a complete CSP meeting the requirements of WAC 173-240-050 for Department of Ecology (DOE) approval under Phase 2. Phase 1 technical memoranda will include: Growth Projections and Geographic Flow Distribution Methodologies, Model Development and Calibration, and Long-Term Conveyance Alternative 1 Evaluation Technical Memorandum.

The scope of services and engineering fee estimate have been developed based on BHC's understanding of the project and discussions with City staff.

Project Approach and Scope

BHC proposes the following task elements within this Scope of Services:

Task 1 – Project Management

This task includes coordination and management of engineering work from project initiation through the completion of Phase 1 tasks anticipated in the first quarter of 2021.

- 1.1 Correspondence and Coordination with City** - BHC's Project Manager will serve as the primary point of contact and will maintain regular communication with the City concerning project issues, schedule, and work products. Electronic records of project decisions will be maintained. Coordination of project work and communications with permitting/regulatory agencies will be done in an efficient manner that promotes adherence to project schedule.
- 1.2 Staff, Subconsultant and Budget Management** - BHC's Project Manager will manage project staff to ensure compliance with project schedule and budget as well as scheduled deliverables. This management work will involve developing a project work plan and establishing team resource allocation using BHC accounting and management software. Monthly invoicing and project status summaries will be prepared under this subtask.
- 1.3 QA/QC Program** - Under this subtask BHC will conduct quality reviews of all project deliverables in adherence with company policies. The Principal-in-Charge will lead the QA/QC program and will involve other senior staff members as needed.

Task 2 – Data Collection and Review

A data request log to facilitate CSP update development will be a part of initial project efforts. Anticipated to be a part of the initial request, but not limiting in nature, are the following items:

- Electronic copy of the current Comprehensive Water System Plan Update including all available MS Word, ArcGIS, and AutoCAD files.
 - Current planning data, including population and employment projections and land use mapping to support the intended existing, 6- and 20-year, and full-buildout scenarios.
 - GIS database, redlined system maps, and/or record drawing information intended to supplement the current spreadsheet-based collection system model and aid in the creation of a Mike URBAN based software system model that captures existing and recently constructed facilities.
 - List of known sewer deficiencies at specific locations. This will include, but not limited to, pipe segments that have significant root intrusion, infiltration and inflow (I&I) problem areas, and or historical surcharging.
 - I&I studies and data, as available.
 - Information on other recently completed sewer system studies or rehabilitation/replacement efforts (either pipeline or pump station based).
 - Copies of agreements with adjacent sewer providers.
 - Updates to the operation and maintenance program, including staffing, control, standard operating procedures, monitoring, emergency response, preventative maintenance, or I/I program changes from the 2016 CSP that have been incorporated.
 - Historical metered sewer flow data at the Johnson Road metering facility and through individual basin pump station run time/metered information.
- 2.1 Development of Data Request Log** – BHC will develop a data request log, itemizing specific documentation needed to assist in CSP development. Data log will indicate BHC team member requesting the information, along with a reasonable requested date for receipt of the data. The log will be issued with an initial data request

at project kickoff and will be maintained throughout the course of the project as additional requests might become necessary.

2.2 Data Review – BHC will review obtained information and coordinate with City staff where clarifications are required.

Task 3 – Growth Projections and Geographic Flow Distribution Methodologies Technical Memorandum

It is not anticipated that Poulsbo's regional growth allocations made under PSRC Vision 2050 will be finalized until 2021 or 2022. However, preliminary planning discussions that have already started enable the use of growth estimates felt to be sufficiently representative of anticipated final numbers to use in support of making a long-term conveyance alternative decision. The contents of the memorandum will be revised under Phase 2 and used to form the basis of the Service Area, Population, and Flow Projections Chapter 2 within the CSP. Efforts will include:

- Work with the City planning department to establish existing and update 6-, 20-, and 50-year population and employment projections from those offered in the City-released February 2019 technical memorandum.
- Obtain and review current land use designations to determine the geographic areas representative of both current population and employment, as well as future growth areas. Work with City planning department to allocate future growth by natural boundaries offered within the prime areas where it is likely to occur (e.g. west of Viking Avenue, north of State Route 3, and east of Finn Hill Road).
- Review and calculate historical sewer average and peak flows on a system and basin-wide and per capita basis. Domestic and I/I flow components will be characterized and related to rainfall event records.
- Calculate future average and peak flows based on planning department projections, quantifying growth component by growth areas.
- Develop draft technical memorandum with projection tables, land use and other supportive figures, and text. Submit to City for review.
- Incorporate City comments and finalize technical memorandum.

Task 4 – Model Development and Calibration Technical Memorandum

Work under this task will focus on development of a new sewer collection system model using Mike URBAN software through the intended steps indicated below. Development and evaluation of future scenarios, finalization of deficiency identification, and modeling of recommended improvements will be completed with of the System Evaluation and Capital Improvement Program Chapters 4 and 7 of the CSP included under Phase 2.

- Input of the physical elements of the system from available spreadsheet, GIS, record drawing, and City-provided redline markup data sources for the collection system infrastructure. Establish and verify system connectivity.
- Enter pump station operational control data through setpoint or other flow management operational parameters.
- Using existing population and flow data developed in Task 3, distribute flows within the model by basin, land use, and flow patterns to generate existing model average and peak scenarios.
- Perform initial model runs and adjust/debug input settings to produce reasonable output results.
- Calibrate the model existing scenarios to match flow rates at points in the collection system where field flow measurement has recently been made to support infiltration/inflow (I/I) analysis.
- Evaluate existing collection system peak conveyance flow rates generated by the model entering the Lemolo siphon collection system and compare to the rates used in the recent feasibility study that do not consider conveyance system attenuation.
- Develop draft technical memorandum to summarize model development and calibration efforts and submit for City review.
- Perform a model demonstration for City staff of the existing system and software analysis features from the BHC Tacoma office.
- Incorporate City comments and finalize technical memorandum.

Task 5 – Long-Term Conveyance Alternative 1 Evaluation Technical Memorandum

Under this task, the 50-year flow projections developed under Task 3 will be used to conceptually size the long-term major sewer system infrastructure necessary to support the first alternative solution – upgrading existing City and County facilities to continue to convey the entirety of generated wastewater flow south and across Liberty Bay via Lemolo siphon facilities. Capital improvement project costs will be developed for the necessary infrastructure upgrades and improvements necessary with this solution. Efforts will include:

- Using the hydraulic model 50-year average and peak flow scenarios, size the major conveyance system infrastructure facilities that would evolve for Alternative 1. It is anticipated that the infrastructure evaluated as part of this alternative would include new pump station(s) to transmit future flows from newly developed areas to the Central Interceptor, plus major upgrades of the Central Interceptor, Lemolo siphon, and associated downstream Kitsap County conveyance and treatment facilities on the Keyport side of Liberty Bay.
- Once ultimate facility sizing has been established, use the 6- and 20-year average and peak flow scenarios to assess potential phasing of infrastructure improvements and the estimated timing for when major facilities must be constructed, resulting in significant City capital outlays.
- Develop conceptual level capital costs associated with the new conveyance facilities. Development of complete life cycle costs that consider annual operation and maintenance (O&M) expenditures will occur after operational staffing levels needed to support the alternative are assessed in Phase 2.
- Develop draft technical memorandum summarizing the evaluation performed, including the modeling analysis, development of capital improvement opinions of probable project cost (OPPCs), and a schedule for estimated design and construction of individual facilities that are either sized for ultimate flows or reduced in size as part of a favorable phasing approach.
- Incorporate City comments and finalize technical memorandum.

Task 6 – Project Workshops

BHC proposes the inclusion of decision-based project workshops at important milestones during the course of the CSP update development under Phases 1 and 2. Unless otherwise indicated, workshops are anticipated to be held at City Hall as allowable, but may alternatively be held through videoconferencing. Recommended workshops included with this Phase 1 portion of the GSP are defined as follows:

- *Workshop #1: Project Coordination and Growth Projections Review.* During the course of project completion, one coordination meeting is allocated to discuss work progression and relevant issues. The workshop is likely to be held following release of the draft growth projection technical memorandum, which will be completed at an earlier date than those developed under Tasks 4 and 5. Review and confirmation of planning methodologies employed to develop future flows will be a component of the anticipated agenda.
- *Workshop #2: New Model Review and Demonstration.* This workshop would be held towards the end of Phase 1 and will involve the BHC team providing a live review of the model development process and demonstration of initial runs and analysis tools. For purposes of software licensing and bandwidth considerations, this workshop is proposed to be held at the BHC Tacoma office.
- *Workshop #3: Technical Memoranda Review and Phase 2 Planning.* This workshop would be held near the completion of Phase 1. The purpose of the workshop would be to receive and discuss City edits to all three draft technical memoranda submitted to the City, and to discuss the integration of the upcoming Phase 2 efforts. It is anticipated that this workshop would include the participation of a Citizen's Advisory Committee organized by Poulsbo engineering department staff to review and participate in the long-term conveyance alternative selection to be made under Phase 2.

Phase 1 Assumptions:

- Project management efforts are based on management and accounting system setup, invoicing, and client/internal project communications over an estimated 9-month project schedule. An estimated 2-hour senior level QA/QC review of each technical memorandum is also assumed, with 4 hours of senior modeler QA/QC.

- City staff will be responsive to data requests and make best efforts to provide information by requested dates.
- Planning projections offered by the City will be used to develop flow projections once received; an iterative approach associated with modifications to the initial projections is not included within the estimated level of effort under Phase 1.
- Where data gaps exist in creating the new sewer model, BHC and the City will discuss and implement resolutions that are felt to best reflect field observations or common industry practices.
- The estimated level of effort shown for development of the sewer model is based on our engineering experience and the size of the collection system, as well as the presumption that City GIS collection system data will allow direct integration of the majority of the physical input to the modeling software. BHC will alert the City if a higher level of effort becomes necessary to incorporate the various sources of data.
- Collection system flow data recorded as part of concurrent I/I study and used for model calibration will be obtained in a singular data exchange. The input of continuing accrued flow data subsequent to the start of model calibration efforts is not included within this scope.
- Modeling of long-term conveyance options will be limited to placement of conceptual facilities within public rights-of-way and at elevations that are limited to the constraints of available GIS mapping information.
- As a conservative approach to the sizing of alternative long-term conveyance facilities, pipe sizes within the existing collection system will be arbitrarily upsized under the 50-year buildout scenario to eliminate other hydraulic bottlenecks that might have the impact of attenuating and decreasing the peak flows that arrive at the conveyance facilities.
- Project workshops will be attended by two BHC team members, with a third staff engineer also present to present during the model demonstration held at BHC Tacoma.

Phase 1 Deliverables:

- Monthly invoices with project status summaries.
- Maintained data request log.
- Draft and final technical memoranda in electronic MS Word and PDF format for City review, with up to three 8.5" x 11" based hardcopies provided on request.
- Functional draft sewer model files used for the demonstration.

Estimated Schedule

BHC's services described in this scope of work will occur over the following estimated schedule and identified milestones for the project.

- | | |
|--|------------------|
| ▪ Authorization to Proceed | July 2020 |
| ▪ Data Collection and Review | July/August 2020 |
| ▪ Review Workshop #1, Growth Projections Tech Memo | October 2020 |
| ▪ Review Workshop #2, Model Review and Demonstration | January 2021 |
| ▪ Review Workshop #3, All Tech Memos Review and Phase 2 Prep | March 2021 |

Fee Estimate

The budget for this Scope of Services is attached as Exhibit B and stated to be \$117,040. The budget is based on BHC's 2020 Schedule of Charges, also included with Exhibit B.

**EXHIBIT B
BUDGET SPREADSHEET
City of Poulso 2021 Comprehensive Sewer Plan Update - Phase 1**

Task No.	Task Description	QA/QC Dom/Harms	PM Kelsey	Project Eng. Zier/Castro	Staff Eng. Palmerton	Planner Moore	CAD Mgr. Simon	GIS/CAD Tolentino/ Cabe	Proj Admin Coughlin	Clerical/WP Siffman	BHC Total Labor		Subconsultant Fees Financial FCS Group	Subconsultant Markup @ 10%	TOTAL COST										
											Hours	Cost													
1	PROJECT MANAGEMENT																								
1.1	Correspondence and Communication with City		28						2		30	\$6,400		\$0	\$6,400										
1.2	Staff, Subconsultant and Budget Management		20						9		29	\$5,480		\$0	\$5,480										
1.3	QA/QC Program	10									10	\$2,350		\$0	\$2,350										
	TASK SUBTOTAL, HOURS		48	0	0	0	0	0	11	0	69														
	TASK SUBTOTAL, LABOR COST	\$2,350	\$10,560	\$0	\$0	\$0	\$0	\$0	\$1,320	\$0		\$14,230	\$0	\$0	\$14,230										
2	DATA COLLECTION AND REVIEW																								
2.1	Development of Data Request Log		1	2	8	4					15	\$2,080		\$0	\$2,080										
2.2	Data Review		4	8	16	8	4				40	\$6,000		\$0	\$6,000										
	TASK SUBTOTAL, HOURS	0	5	10	24	12	4	0	0	0	55														
	TASK SUBTOTAL, LABOR COST	\$0	\$1,100	\$1,800	\$3,120	\$1,380	\$680	\$0	\$0	\$0		\$8,080	\$0	\$0	\$8,080										
3	GROWTH PROJECTIONS AND GEOGRAPHIC FLOW DISTRIBUTION																								
	Population, employment, and flow projections and distribution		2	16	36	24					78	\$10,760		\$0	\$10,760										
	Draft and final technical memorandum		2	12	32	6	2	16		4	74	\$10,110		\$0	\$10,110										
	TASK SUBTOTAL, HOURS	0	4	28	68	30	2	16	0	4	152														
	TASK SUBTOTAL, LABOR COST	\$0	\$880	\$5,040	\$8,840	\$3,450	\$340	\$1,920	\$0	\$400		\$20,870	\$0	\$0	\$20,870										
4	MODEL DEVELOPMENT AND CALIBRATION																								
	Model development, flow distribution, debugging, and calibration		4	40	200			12			256	\$35,520		\$0	\$35,520										
	Evaluate existing peak scenarios and comparative attenuated peak flows at Lemolo		1	4	6						13	\$1,960		\$0	\$1,960										
	Draft and final technical memorandum		4	16	48		2	12		6	88	\$12,360		\$0	\$12,360										
	TASK SUBTOTAL, HOURS	0	9	60	256	0	2	24	0	6	357														
	TASK SUBTOTAL, LABOR COST	\$0	\$1,980	\$10,800	\$33,280	\$0	\$340	\$2,880	\$0	\$600		\$48,880	\$0	\$0	\$48,880										
5	LONG-TERM CONVEYANCE ALTERNATIVE 1 EVALUATION																								
	50-year modeling scenario analysis and facility sizing		2	8	20						30	\$4,480		\$0	\$4,480										
	5- and 20-year modeling scenario phasing evaluation		1	4	12						17	\$2,500		\$0	\$2,500										
	Capital costs		2	8	12						22	\$3,440		\$0	\$3,440										
	Draft and final technical memorandum		2	16	6		1	6		4	35	\$5,390		\$0	\$5,390										
	TASK SUBTOTAL, HOURS	0	7	36	50	0	1	6	0	4	104														
	TASK SUBTOTAL, LABOR COST	\$0	\$1,540	\$6,480	\$6,500	\$0	\$170	\$720	\$0	\$400		\$15,810	\$0	\$0	\$15,810										
8	PROJECT WORKSHOPS																								
	Project Coordination/Growth Projections #1		4	6							10	\$1,960		\$0	\$1,960										
	New Model Review and Demonstration #2		3	6	6						15	\$2,520		\$0	\$2,520										
	All Technical Memoranda Review #3		4	6							10	\$1,960		\$0	\$1,960										
	TASK SUBTOTAL, HOURS	0	11	18	6	0	0	0	0	0	35														
	TASK SUBTOTAL, LABOR COST	\$0	\$2,420	\$3,240	\$780	\$0	\$0	\$0	\$0	\$0		\$6,440	\$0	\$0	\$6,440										
TOTAL DIRECT LABOR AND OVERALL COST												10	84	162	404	42	9	46	11	14	772	\$116,310	\$0	\$0	\$116,310
												EXPENSES @ 1.5%		\$1,730											
												TOTAL PROJECT FEES					\$117,040								



2020 Schedule of Charges

Billing Title	Hourly Billing Rates
Principal Engineer	\$245 - \$286
Senior Structural Engineer	\$230 - \$255
Senior Electrical Engineer	\$225 - \$255
Senior Project Manager	\$220 - \$245
Senior Engineer	\$180 - \$275
Project Engineer	\$135 - \$200
Staff Engineer	\$120 - \$160
Planning Manager	\$165 - \$220
Senior Planner	\$150 - \$165
Planner	\$100 - \$125
GIS Specialist*	\$120 - \$130
Field Inspector & Building Inspectors*	\$120 - \$170
Building Code Compliance Review	\$100 - \$250
CAD Manager*	\$160 - \$180
Draftsperson*	\$110 - \$140
Project Administrator*	\$110 - \$135
Project Assistant/Word Processor*	\$110 - \$120

Professional Reimbursement:

The hourly billing rates include the cost of salaries of the BHC employees, plus paid sick and safe leave, vacation, holiday, other fringe benefits, indirect overhead and fee. All employees classified as "non-exempt" (billing category denoted with *) by the U.S. Department of Labor will be compensated at 1-1/2 times salary for overtime hours, as per State and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours.

Communication Fee:

Project Labor times 3.0% which includes telecommunications, faxes, standard U.S. Mail, mobile phones, and internet access.

Direct Expenses:

Reimbursement for direct expenses incurred in connection with the work, will be at cost plus ten percent. See **Schedule of Non-Labor Charges** for detail.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2020 through December 31, 2020, and will be adjusted thereafter.



Schedule of Non-Labor Charges

January 1, 2020

Non-Labor Charges	Description	Fee
Reproduction		
<i>In-House Reproduction</i>		
<i>B&W Print</i>	8.5" x 11"	\$0.15/Copy
<i>B&W Print</i>	11" x 17"	\$0.30/Copy
<i>B&W Plot (Line Drawings)</i>	up to 6 sq. ft.	\$2.00/Copy
<i>B&W Plot (Line Drawings)</i>	Large Format Plot (> 6 sq. ft.)	\$0.33/Sq. Ft.
<i>B&W Mylar</i>	up to 6 sq. ft.	\$14.00/Copy
<i>Color Plot (Color Graphics)</i>	up to 6 sq. ft.	\$12.00/Copy
<i>Color Plot (Color Graphics)</i>	Large Format Plot (> 6 sq. ft.)	\$2.00/Sq. Ft.
<i>Color Print</i>	8.5" x 11"	\$1.00/Copy
<i>Color Print</i>	11" x 17"	\$2.00/Copy
<i>External Reproductions</i>		Cost + 10%
Subconsultants & Contractors		Cost + 10%
Transportation & Travel		
<i>Airfare</i>		Cost + 10%
<i>Lodging</i>		Cost + 10%
<i>Meals</i>		Cost + 10%
<i>Vehicle Rental & Gas</i>		Cost + 10%
<i>Public Transportation & Taxis</i>		Cost + 10%
<i>Parking</i>		Cost + 10%
<i>Mileage</i>		IRS Rate
Standard U.S. Mail, Express Mail, & Courier		Cost + 10%
Special Fees, Insurance, Permits, and Licenses		Cost + 10%
Software & Equipment		Cost + 10%
3D Imaging	Imaging Cost = \$49.00 per Unit Equipment Charge = \$50.00 Per Unit	Unit Cost + \$50 Equipment Charge Per Unit
3D Imaging (Floor Plans)	Floor Plans = \$15 per Unit	Unit Cost + \$10%

Sewer Comprehensive Plan – Phase 2 Consultant Contract BHC

Public Works Committee

July 14, 2021

Background

Sewer Comprehensive Plan – required by GMA as part of City Comprehensive Plan

- Timeline - completion 2022
- City Comp plan adoption 2024

Two Phase Approach:

Phase I – Baseline Model

Phase II – Alternatives Analysis, CIP, rate analysis, Operations and Maintenance Staffing Evaluation, Draft and Final Sewer Comprehensive Plan

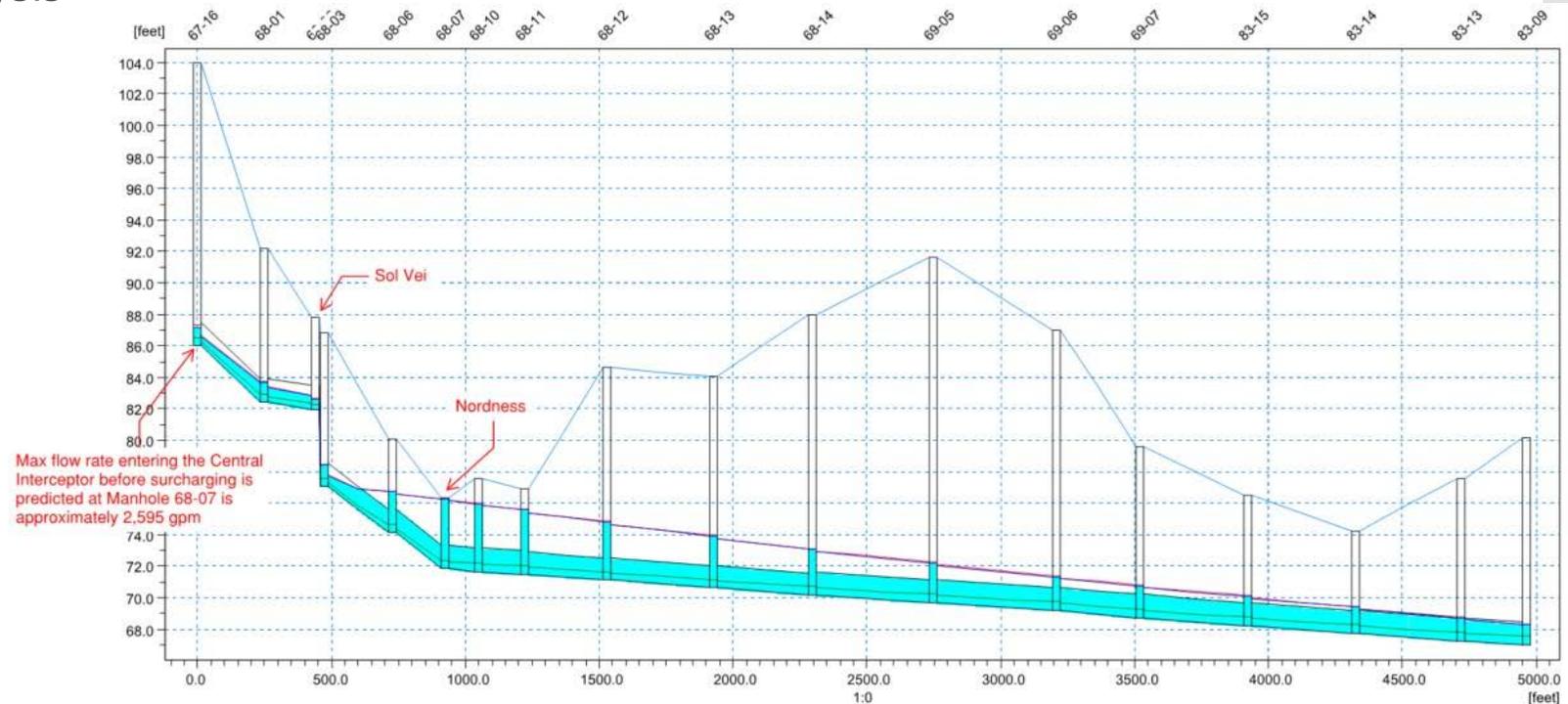
2020 – Began Phase 1 work with BHC

Accomplished:

- Hydraulic Sewer Model based on GIS data
- Calibration of model based on real existing flows
 - Both dry weather and wet weather
- Coordination with RH2 on peaking factor and design storm
- Sewer workshop with Council + Advisory committee
- Growth Projections – assistance from Planning
 - Residential
 - Commercial

Phase 2 Tasks

- System Hydraulic Capacity Analysis
 - 6-year growth
 - 20-year growth
 - Identify system constraints and necessary improvements
 - Sewer Comp Plan chapter development
 - 8 Chapters + Appendices
 - Financial Plan development and analysis
- Sewer Advisory Committee workshop support
 - Coordination with County, City, stakeholders
 - Plan approval from Department of Ecology



Schedule Overview

- Authorization to Proceed – July 2021
- Workshop #1 – July 2021
- System Hydraulic Capacity Analysis – August 2021
- Workshop #2 – September 2021
- Draft Chapter text – October 2021
- Workshop #3 – October 2021
- Draft presentation to Council – December 2021
- Draft plan submitted to Ecology – December 2021
- Final plan to Ecology/Council for adoption – March/April 2022

Task Authorization – BHC

Scope and Budget

City of Poulsbo Sewer Planning Document Budget: \$250,000

2021 - Sewer Comp Plan \$125,000

2021 - MBR Feasibility Study \$125,000

Total Sewer Planning Budget: \$250K

BHC Phase 2 Scope **\$157,905**

MBR Reduced Scope \$40,000 – \$55,000

Consultant Cost \$200,000

City Staff \$50,000

Questions / Motion

QUESTIONS???

MOTION

Recommend task authorization with BHC in the amount of \$157,905 for Phase 2 of the Sewer Comprehensive Plan to be brought to City Council for approval.

POULSBO PUBLIC WORKS COMMITTEE
AGENDA SUMMARY
MEETING DATE: 07/14/21

AGENDA ITEM:	Mesford PRV Project Update
EXHIBITS:	Presentation
STAFFED BY:	Charlie Roberts

SUMMARY STATEMENT:

Staff will update about the Mesford PRV Project. This project is programmed in the 2022 water CIP and will replace the existing Mesford PRV with a modern packaged unit. It will also replace the Swanson PRV. The existing prv was constructed in 1974 and replacement will improve both maintenance and safety.

The Mesford prv is crucial for providing water flow between the high and middle zones and is a priority project. Swanson PRV was built in the 1950s and provides water between middle and low zones.

City will move forward with design this fall and advertise project in winter for a spring construction date.

RECOMMENDED ACTION:

Update only

City of Poulsbo

Mesford PRV Project Update

July 14, 2021

Public Works Committee



Background

- Important City Water System Project
- PRV = Pressure Reducing Valve
- Purpose is to provide connection between different pressure zones in water system
 - High to Middle or Middle to Low
- Necessary to provide fire flow and meet seasonal peak demand
- Provides redundancy and adequate pressures



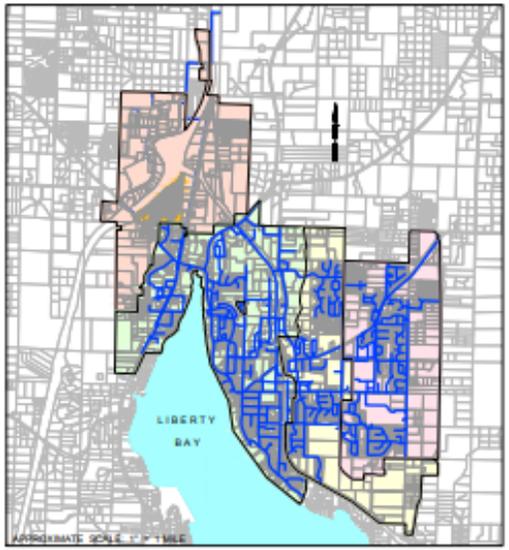
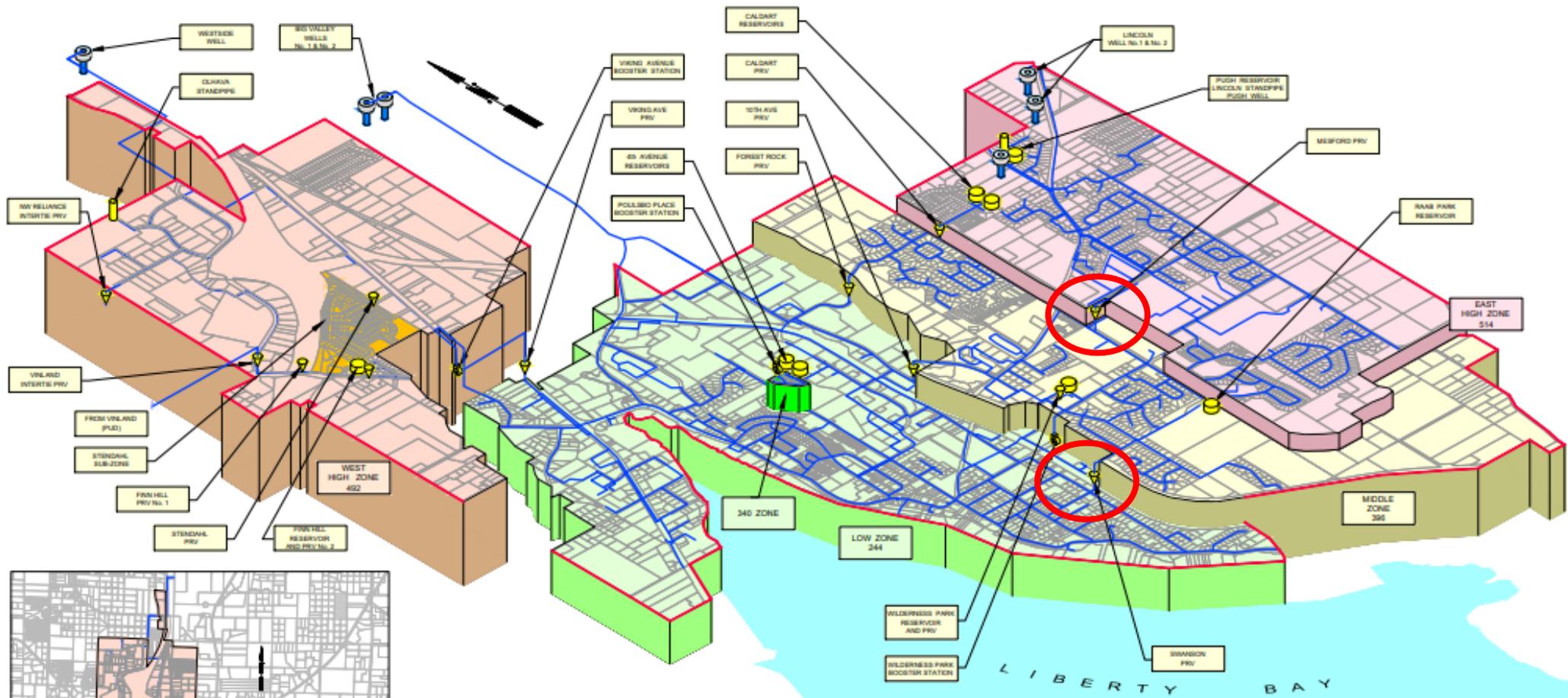
Location – Mesford PRV + Swanson PRV

Mesford PRV

- Constructed in 1974
- Mesford & Schooner Ct
- High and Middle pressure zone
- Corroded pipe, no thrust blocks or joint restraints
- Inadequate vault access for maintenance

Swanson PRV

- Constructed in 1950s
- NE Swanson Way (near SR305)
- Middle and Low pressure zone
- Corroded pipe, no vault floor, substandard or inoperable valves
- Inadequate vault access for maintenance



WELLS	CAPACITY (gpm)	ZONE
Big Valley Wells	680	LOW ZONE
Lincoln Well	475	EAST HIGH ZONE
Pugh Well	480	EAST HIGH ZONE
Westside Well	500	WEST HIGH ZONE

STORAGE FACILITY	CAPACITY (G)	HGL (ft)
Ohiava Standpipe	993,000	492
Finn Hill Reservoirs	508,000	244.5
4th Avenue Reservoirs	(2) at 125,000	244.5
Wilderness Park Reservoir	1,036,000	244.5
Raab Park Reservoir	150,000	396
Caldart Reservoirs	(2) at 75,000	396
Pugh Reservoir	1,000,000	514
Lincoln Standpipe (off-line)	155,000	469

- LEGEND**
- STANDPIPE
 - RESERVOIR
 - WELL
 - BOOSTER STATION
 - PRESSURE REDUCING VALVE
 - WATER MAIN
 - RETAIL SERVICE AREA

CITY OF POULSBO

WATER SYSTEM PLAN
WATER SYSTEM SCHEMATIC
FIGURE 1-4

APPROXIMATE SCALE: 1" = 1 MILE



Mesford PRV



Swanson PRV

Preliminary Schedule & Budget

August 2021 - Design Kick off

Fall 2021 – Design Efforts

Winter 2021 – Advertise Project

Spring 2022 – Flexible Spring Start

2022 Water CIP Project

Budget = \$400k

Initial Design* ~\$30k

Construction ~\$320k

CM and Contingency ~\$50k

* Note: - Anticipate bringing forward a BA for the design cost in 2021

Questions???

POULSBO PUBLIC WORKS COMMITTEE
AGENDA SUMMARY
MEETING DATE: 7/14/21

AGENDA ITEM:	Gorst Coalition Memorandum of Understanding
EXHIBITS:	
STAFFED BY:	Mayor Erickson

SUMMARY STATEMENT:	
	Mayor Erickson will lead a discussion regarding Poulsbo's participation in the Gorst Coalition Memorandum of Understanding.

RECOMMENDED ACTION:	
	Discussion



GORST COALITION MEMORANDUM OF UNDERSTANDING
Contract No. 032-21

This Memorandum of Understanding (MOU) is made and entered into by and between the undersigned parties to form the Gorst Coalition for the purposes and according to the procedures set forth herein. This MOU is not intended to be binding or enforceable but is established to provide a common framework and guide the efficient and effective goals of the Gorst Coalition.

ARTICLE I: GENERAL

Section 1: Coalition Formation and Purpose

The Gorst Coalition formed by this MOU is a group of public agencies, businesses, and community partners within Kitsap and Mason Counties that have an interest in the area of Gorst and a desire to work cooperatively for the best interests for the citizens and ecosystem in Gorst. As further explained in Article IV, this MOU does not create a separate entity or confer any additional substantive powers or authorities on members. Each member brings to the Coalition all powers and authorities otherwise vested by law.

The purpose of the Gorst Coalition is to find and secure state and federal resources needed to construct the projects recommended strategies outlined by the members of the Coalition and Washington State Department of Transportation (WSDOT) for the SR3/SR16 Gorst corridor. The Coalition recognizes the urgent need to address resiliency from sea level rise and seismic events, national security, congestion, and impacts to the ecosystem at Gorst and plans to build on previous partnership planning. The Coalition will work collaboratively with local businesses and governing bodies of state, local, and federal levels to ensure the safety, economic vitality, and mitigation of natural and cultural resources while supporting national security and sustaining the mission of our military.

Section 2: Value of the Gorst Corridor and Gorst Creek Ecosystem

1. Transportation and Emergency Management Value

The Gorst Corridor is the vital transportation link for the movement of people, freight, and emergency supplies within Kitsap County and is the gateway to Mason, Jefferson and Clallam Counties. The Federal Highway Administration designated the SR 3/SR 16 – Gorst Corridor as a “Critical Urban Freight Corridor” and it provides the only roadway link to strategic U.S. Naval facilities, which are vital not only to military readiness and national security, but to the regional economy. The area is identified by the Federal Emergency Management Agency (FEMA) as a chokepoint that can affect public safety and would be completely shut down in the event of a major earthquake or rising sea levels. With daily traffic volumes of 84,000 vehicles per day, the Corridor supports traffic levels similar to I-5 south of Olympia and I-90 east of Issaquah. Daily congestion impacts commuters, transit, and freight modes serving the region and Naval Base Kitsap.

2. Cultural Value

The Corridor is also within the ancestral lands and waters of the Suquamish Tribe, where the Suquamish people once hunted deer and elk, fished for salmon and smelt, dug clams and collected vegetal foods for millennia and where they exercise their treaty right to harvest salmon in these waters as they have for thousands of years. The Corridor is also overlaid with ancestral Suquamish village sites, seasonal villages, ceremonial gathering places and settings for creation stories.

3. Ecological Value

The Corridor's primary natural features are the Gorst Creek watershed and the marine waters and shorelines of Sinclair Inlet. The Gorst Creek ecosystem, one of the largest and most productive watersheds in the east Water Resource Inventory Area (WRIA)-15 subregion, supports runs of chinook, coho, and chum salmon as well as steelhead and cutthroat trout. The Sinclair Inlet estuary supports waterfowl, shorebirds, great blue herons, bald eagles, and is an important rearing and refuge area for juvenile chinook salmon and formerly hosted a natural oyster bed.

The importance of the Corridor in terms of resiliency, national security, congestion, cultural and ecosystem functions requires robust coordination on transportation planning and mitigation for past, present, and future impacts to the region.

Section 3: Membership and Vacancies

The undersigned entities form the voting membership of the Coalition, whether such entity signed the MOU upon formation or after. The Coalition embodies the five committees listed under Section 4. The Coalition also includes "Resource Members" consisting of the Navy, Washington State Legislators, WSDOT, and other state and federal agencies that provide expertise to the Coalition but do not have a financial stake in the Coalition, nor do they direct lobbyists. These resource members are not signatories to this MOU and do not vote.

Section 4: Structure and Decision Making

Each Coalition member shall appoint a representative to serve on a committee as identified herein, but each member shall only have one vote on each decision-making committee. Should a representative be unable to fulfill his or her duties for the Coalition member, the Coalition member will be responsible for appointing a new representative.

The roles, decision-making model, and members of each committee is described below.

1. Co-Chair Committee:

- a. Role: Guides the coordination of the Coalition by monitoring Coalition work plan progress and budget performance, teeing up decisions for the Executive Committee to make, and overseeing administrative staff that could be a consultant or public agency staff (not lobbyist consultant).
- b. Decision Making: By consensus. (see Figure 1: Decision Making by Consensus)
- c. Meeting Chair: Leadership will be shared by having rotating Chairs facilitate the Co-Chair and Executive Committee meetings. The full Co-Chair group will have the opportunity to review all meeting materials.
- d. Membership: One representative each from the Port of Bremerton, the private sector, Senator Randall, City of Port Orchard, and fiduciary sponsor.

2. Executive Committee:

- a. Role: Coordinates on the state and federal strategy, leverages resources and partners, provides guidance to the Lobbyist Oversight Committee on public and legislative media/communications, oversees the Technical and Environmental Committees, and approves any spending of the Coalition's funds.
- b. Decision Making: By consensus of the voting membership. (see Figure 1: Decision Making by Consensus)
- c. Meeting Chair: The rotating Co-Chair as described above.
- d. Membership: Kitsap County, Mason County, City of Bremerton, City of Poulsbo, City of Port Orchard, Kitsap Transit, Suquamish Tribe, Port of Bremerton, Port of Kingston, WSDOT, and representatives of educational, recreational, community, business, and industry interests.

3. Lobbyist Oversight Committee
 - a. Role: Guides the coordination of the lobbyist(s) by overseeing their work plan progress and budget performance.
 - b. Decision Making: By consensus of the voting membership. (see Figure 1: Decision Making by Consensus)
 - c. Meeting Chair: TBD
 - d. Membership: A subgroup of the Executive Committee based on interest, capacity, and ability to direct advocacy efforts.

4. Technical Advisory Committee
 - a. Role: Coordinate on the technical components of Gorst projects and share updates and recommendations to the Executive Committee. This group can convene themselves without direction of the Executive Committee but may receive requests to address topics as needed.
 - b. Decision Making: N/A, this groups provides recommendations.
 - c. Meeting Chair: Rotating Chair from public agencies (excluding resource members). The Chair is responsible for scheduling the meetings, developing agendas, facilitating meetings, and providing meeting summaries.
 - d. Membership: Suquamish Tribe, Port of Bremerton, City of Bremerton, City of Port Orchard, Kitsap County, Mason County, Dept. of Ecology, Dept. of Fish and Wildlife, WSDOT.

5. Environmental Committee
 - a. Role: Coordinate on the ecological components of Gorst projects and share updates and recommendations to the Executive Committee. This group can convene themselves without direction of the Executive Committee but may receive requests to address topics as needed.
 - b. Decision Making: N/A, this groups provides recommendations.
 - c. Meeting Chair: Rotating Chair from public agencies (excluding resource members). The Chair is responsible for scheduling the meetings, developing agendas, facilitating meetings, and providing meeting summaries.
 - d. Membership: Suquamish Tribe, Kitsap County Public Works (KCPW) Stormwater, WSDOT, Dept. of Fish and Wildlife, The Waterman Group

6. Coalition Building Partners
 - a. Role: Cultivate broad support and advocate for the project through various means as appropriate, including potentially pursuing a grassroots fundraising model. Receive updates from the Executive Committee on decisions and milestones via quarterly emails.
 - b. Decision Making: Not applicable. This is not a decision-making body.
 - c. Membership: Jurisdictions, government agencies, Tribes, organizations and individuals from the private and public sectors.

7. Military Liaison
 - a. Role: Provide Navy specific information to the Coalition.
 - b. Decision Making: No decision-making authority.
 - c. Membership: Naval Base Kitsap

Decision Making by Consensus: Gradients of Agreement Scale

Consensus							No Consensus
Whole-hearted endorsement	Agreement with minor point of concern	Support with reservation	Abstain	More discussion needed	Don't like but will support	Serious disagreement, but won't veto	Veto

©Gradients of Agreement Scale, Sam Kaner, Duane Berger, and staff at Community at Work, 1987

Figure 1: Decision Making by Consensus

Gorst Coalition Organizational Chart



Figure 2: Gorst Coalition Organizational Chart

Section 5: Fiduciary Responsibilities and Financing of Coalition

The City of Bremerton will act as the fiduciary agent for the Coalition and will be responsible for coordinating contracts on behalf of the Coalition and for invoicing the paying members pursuant to this MOU. The City of Bremerton may resign from this position at any time or it may be re-assigned by the Co-Chair Committee as deemed appropriate.

Coalition members will share the cost of the Coalition's budget through a tiered model in which members, regardless of public or private entity, aim to pay a certain minimum amount. Tiers will be determined by consensus of the Co-Chair Committee, based on economic, transportation, security, cultural, and ecological reliance on the Gorst Corridor. Each Co-Chair, in its sole discretion, may set its individual annual target contribution amount. The annual target contributions are as follows:

Tier 1: Parties most affected by Gorst – \$20,000-\$50,000 annual contribution

Tier 2: Parties affected by Gorst – \$10,000-\$20,000 annual contribution

Tier 3: Parties affected by Gorst but with limited funding capacity – any amount

These target payment amounts may be adjusted as deemed appropriate by the Co-Chair Committee, with actual amounts paid within the range determined by the paying member. All monies paid to or from the fiduciary agent shall be accounted for in accordance with RCW 43.09.210.

Resource members including Legislators, WSDOT, and other state and federal agencies are not involved in the financing of the Coalition.

The budget and work plan of the Coalition will be established annually based on expected contributions of the paying members, with the budget coinciding with the calendar year; provided, each paying member shall notify the Co-Chair Committee of its pledged contribution upon passage of that Member's final budget. Each September, the Co-Chair Committee will prepare a draft budget for review and approval by Executive Committee prior to the end of the fiscal year.

ARTICLE II: OBJECTIVES AND WORK PRODUCTS

Section 1: Objectives

- 1.1 The primary goal of the Coalition is to obtain funding for WSDOT to design and construct capacity, resiliency and redundancy improvements through the Gorst Corridor.
- 1.2 Work toward consensus whenever possible.
- 1.3 Work with the Washington State Legislature and U.S. Congress to prioritize and obtain funding for the Gorst Corridor.
- 1.4 Bring forth previous work done on the Corridor to advance progress.
- 1.5 Identify and gather resources needed to support funding and environmental, cultural, and economic mitigation.
- 1.6 Review communication materials and draft plans.

Section 2: Work Products

- 2.1 Administrative staff will produce meeting summaries for each Coalition Executive Committee meeting.
- 2.2 The Executive Committee will approve an annual workplan and budget.
- 2.3 The Executive Committee will approve a lobbyist scope of work and communication materials put forward by the Lobbyist Oversight Committee.
- 2.4 The Executive Committee will approve periodic updates to Coalition Partners about the work of the Coalition.
- 2.5 The Technical Advisory Committee and Environmental Committee may produce memos or other resources to share information with the Executive Committee.

ARTICLE III: MEETINGS AND RECORDS

Section 1: Meetings

The Executive Committee shall meet on a schedule determined by the Co-Chair Committee following coordination with the Executive Committee to select the date, time, and location of any meeting. Administrative staff will email Executive Committee members to confirm the time and location of the meeting and to provide any materials for that meeting. It is the responsibility of Executive Committee members to review summaries of any meetings they did not attend.

Section 2: Public Participation in Meetings

The Executive Committee meetings are open to the public and publicly noticed. Members of the public and Coalition members who do not serve on the Executive Committee may observe the meeting and provide public comment at the end of the meeting if desired.

Section 3: Operating Protocols

Coalition members and their representatives will:

- 3.1 Use available and appropriate resources to accomplish Coalition objectives.
- 3.2 Participate regularly and on time.
- 3.3 Participate with positive communication and respect for the opinions of other members.
- 3.4 Represent their perspective.
- 3.5 Acknowledge any conflicts of interest.
- 3.6 Leverage resources and information.
- 3.7 Advocate for recommendations of the Coalition.
- 3.8 Bring institutional knowledge.
- 3.9 Act as a conduit of information between the Coalition and their cities or organizations.

Section 4: Records

The Coalition members acknowledge that to the extent public agencies are subject to the Washington State Public Records Act, chapter 42.56 RCW, all materials submitted to those public agencies may be subject to review and copying by the public unless an exemption applies.

Section 5: Media Policy

Should Coalition members be contacted with inquiries by the media regarding the Coalition, members should direct them to the hired lobbyist.

ARTICLE IV: TERMINATION, INDEMNIFICATION, EFFECT OF MOU, AND AMENDMENT

Section 1: Effective Date and Termination

This MOU is effective when signed and shall remain in effect until terminated by a majority of the Co-Chair Committee members. Any member may terminate its membership in the Coalition by providing no less than 30 days written notice to the Co-Chair Committee of the desired termination date. Upon terminating its membership, a member forfeits its membership dues to the Coalition. Upon termination of the MOU, without renewal or replacement of this MOU, or upon dissolution of the Coalition, any unencumbered Coalition funds shall be returned, pro rata, to its then current paying membership based on a formula determined by the amount of contributions annually paid by each member as approved by the Co-Chair Committee, or based on a formula as otherwise established by the Co-Chair Committee.

Section 2: Indemnification

Each Party shall defend, indemnify and hold each other harmless from any and all claims, demands, suits, actions, judgments, recoveries, liabilities, penalties, costs and expenses, including, but not limited to reasonable attorneys' fees, resulting from damage or bodily injury, including death, to the extent caused by a Party's breach of this MOU or the negligent actions or omissions of that Party, or its employees, agents, or officers, elected or appointed. The

foregoing indemnity specially covers actions brought by the Party's own employees, and each Party agrees that the foregoing indemnity is specifically and expressly intended to constitute a waiver of immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the Party entitled to indemnity and only to the extent necessary to provide a full and complete indemnity as required under this Section. The indemnification obligation provided in this section shall survive the expiration or earlier termination of this Agreement for the duration of any applicable statute of limitations.

Section 3: Effect of MOU

This MOU is an internal agreement and does not confer any rights upon any individual or other entity. This MOU sets forth mutual goals and approaches. This MOU is not intended to create any rights, benefits, or other responsibilities, either substantive or procedural, nor is it enforceable as law or equity by a party against the U.S., its agencies, its officers, or any other person. Nothing in this MOU shall obligate members to expend other monies or enter into any contract or other obligation. Nothing in the MOU shall be interpreted as limiting, superseding, or otherwise affecting the Parties' normal operations or decisions in carrying out their statutory or regulatory duties. This MOU does not limit or restrict members from participating in similar activities or arrangements with other agencies.

Section 4: Amendment

This MOU may be amended only in writing and only by agreement of all signing parties, except as set forth herein.

V. Member Signatures

Executed this ___ day of _____, 2021.

Approved as to form

CITY OF BREMERTON

Bremerton City Attorney

Greg Wheeler, Mayor

Executed this 4th day of March, 2021.

Approved as to form

CITY OF PORT ORCHARD



Port Orchard City Attorney



Robert Putaansuu, Mayor



Executed this ___ day of _____, 2021.

Approved as to form

CITY OF POULSBO

Poulsbo City Attorney

Becky Erickson, Mayor

Executed this ___ day of _____, 2021.

Approved as to form

PORT OF BREMERTON

Port of Bremerton Attorney

Cary Bozeman, President

Executed this ___ day of _____, 2021.

Approved as to form

PORT OF KINGSTON

Port of Kingston Attorney

Greg Englin, Executive Director

Executed this ___ day of _____, 2021.

Approved as to form

KITSAP TRANSIT

Kitsap Transit Attorney

John Clauson, Executive Director

Executed this ___ day of _____, 2021.

Approved as to form

SUQUAMISH TRIBE

Leonard Forsman, Chairman

Executed this _____ day of _____, 2021.

KITSAP COUNTY BOARD OF COMMISSIONERS

CHARLOTTE GARRIDO, Commissioner

ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

EDWARD E. WOLFE, Commissioner

Deputy Prosecuting Attorney

Executed this ___ day of _____, 2021.

Approved as to form

Executed this ___ day of _____, 2021.

Approved as to form

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4D
Updated

SUBJECT:
Gorst Coalition Memorandum of
Understanding

Study Session Date: January 13, 2021
COUNCIL MEETING Date: January 20, 2021
Department: Executive
Presenter: Mayor Greg Wheeler
Phone: (360) 473-5266

SUMMARY: The purpose of the Gorst Coalition Memorandum of Understanding is to form an action-oriented coalition to obtain state and federal resources to fund the recommended strategies outlined by the Washington State Department of Transportation (WSDOT) for the Gorst interchange.

ATTACHMENTS: 1) Memorandum of Understanding *Updated*; and 2) Power Point Presentation *Added*

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve Gorst Coalition Memorandum of Understanding; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action



Gorst Coalition

GORST COALITION MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between the members of undersigned parties to form the Gorst Coalition-Executive Committee for the purposes and according to the procedures set forth herein. This MOU is not intended to be binding or enforceable but is established to provide a common framework and guide the efficient and effective goals of the Gorst Coalition-

ARTICLE I: GENERAL

Section 1: Coalition Formation and Purpose

The Gorst Coalition formed by this MOU is a group of public agenciesJurisdictions, businesses, and community partners within Kitsap and Mason Counties, as well as the Suquamish Tribe that have an interest in the area of Gorst and a desire to work cooperatively for the best interests for the citizens and ecosystem in Gorst. have mobilized to form an action-oriented Gorst Coalition to bring state and federal resources to interchange fund the recommended strategies outlined by the Washington State Department of Transportation (WSDOT) for the Gorst interchange. As further explained in Article IV, this MOU does not create a separate entity or confer any additional substantive powers or authorities on members. Each member brings to the Coalition all powers and authorities otherwise vested by law.

The purpose of the Gorst Coalition is to find and secure state and federal resources needed to fund construct the projects recommended strategies outlined by the members of the Coalition and Washington State Department of Transportation (WSDOT) for the SR3/SR16 Gorst corridor. The Gorst-Coalition recognizes the urgent need to address resiliency from sea level rise and seismic events, national security, congestion, and impacts to the ecosystem at Gorst and plans to build on previous partnership planning work to advance the funding of Gorst improvement projects. work to advance the funding of Gorst improvement projects. The Coalition will work collaboratively with local businesses and governing bodies of state, local, and federal levels to ensure the safety, economic vitality, and mitigation of natural and cultural resources while supporting national security and sustaining the mission of our military.

Section 2: Value of the Gorst Corridor and Gorst Creek Ecosystem

1. Transportation and Emergency Management Value

The Gorst Corridor is the vital transportation link for the movement of people, freight, and emergency supplies within Kitsap County and is the gateway to Mason, Jefferson and Clallam Counties. The Federal Highway Administration designated the SR 3/SR 16 – Gorst Corridor as a “Critical Urban Freight Corridor” and it provides the only roadway link to strategic U.S. Naval facilities, which are vital not only to military readiness and national security, but to the regional economy. The area is identified by the Federal Emergency Management Agency (FEMA) as a chokepoint that can affect public safety and would be completely shut down in the event of a major earthquake or rising sea levels. With daily traffic volumes of 84,000 vehicles per day, the Corridor supports traffic levels similar to I-5 south of Olympia and I-90 east of Issaquah. Daily congestion impacts commuters, transit, and freight modes serving the region and Naval Base Kitsap. The Coalition recognizes the Gorst Corridor serves as the gateway to Kitsap and the Olympic Peninsula and facilitates the movement of freight, emergency supplies, and supports our national security.

2. Cultural Value

At the same time, the Corridor is also within the ancestral lands and waters of the Suquamish Tribe, where the Suquamish people once hunted deer and elk, fished for salmon and smelt, dug clams and collected vegetal foods

for millennia and where they exercise their treaty right to harvest salmon in these waters as they have for thousands of years. The Corridor is also overlaid with ancestral Suquamish village sites, seasonal villages, ceremonial gathering places and settings for creation stories.

3. Ecological Value

The Corridor's primary natural features are the Gorst Creek watershed and the marine waters and shorelines of Sinclair Inlet. The Gorst Creek ecosystem, one of the largest and most productive watersheds in the east Water Resource Inventory Area (WRIA)-15 subregion, supports runs of chinook, coho, and chum salmon as well as steelhead and cutthroat trout. The Sinclair Inlet estuary supports waterfowl, shorebirds, great blue herons, bald eagles, and is an important rearing and refuge area for juvenile chinook salmon and formerly hosted a natural oyster bed.

The importance of the Corridor in terms of resiliency, national security, congestion, cultural and ecosystem functions requires robust coordination on transportation planning and mitigation for past, present, and future impacts to the region.

Section 3: Membership and Vacancies

The undersigned entities form the voting membership of the Coalition, whether such entity signed the MOU upon formation or after. The Coalition embodies the five committees listed under Section 4. The Coalition is made up of interested and affected governmental and non-governmental interests that plan to actively engage in the Coalition's multiyear strategy to bring state and federal resource to fund the recommended strategies outlined by WSDOT for the Gorst interchange. The Coalition also includes "Resource Members" consisting of the Navy, Washington State Legislators, WSDOT, and other state and federal agencies that provide expertise to the Coalition but do not have a financial stake in the Coalition, nor do they direct lobbyists. These resource members are not signatories to this MOU and do not vote.

Each Coalition member will be responsible for appointing a new representative should they need to step down from their position on the Coalition. New representatives on the Executive Committee will review and sign the Coalition's Memorandum of Understanding.

Section 4: Structure and Decision Making

Each Coalition member shall appoint a representative to serve on a committee as identified herein, but each member shall only have one vote on each decision-making committee. Should a representative be unable to fulfill his or her duties for the Coalition member, the Coalition member will be responsible for appointing a new representative.

The roles, decision-making model, and members of eachthe various committees are is described below.

1. Co-Chair (+ Military Liaison) Committee:

- a. Role: Guides the coordination of the Coalition by monitoring Coalition work plan progress and budget performance, teeing up decisions for the Executive Committee to make, and overseeing administrative staff that could be a consultant or public agency staff (not lobbyist consultant).
- b. Decision Making: By consensus. (see Figure 1: Decision Making by Consensus)
- c. Meeting Chair: Leadership will be shared by having rotating Chairs facilitate the Co-Chair and Executive Committee meetings (except for the Military Liaison). The full Co-Chair group will have the opportunity to review all meeting materials.
- d. Membership: One rRepresentative each from the Port of Bremerton, the private sector, Senator Randall, Naval Base Kitsap (Military Liaison), and fiduciary sponsor representative.

2. Executive Committee:

- a. Role: Coordinates on the state and federal strategy, leverages resources and partners, provides guidance to the Lobbyist Oversight Committee on public and legislative media/communications, oversees the Technical and Environmental Committees, and approves any spending of the Coalition's funds.
 - b. Decision Making: By consensus of the voting membership. (see Figure 1: Decision Making by Consensus)
 - c. Meeting Chair: The rotating Co-Chair as described above.
 - d. Membership: Kitsap County, Mason County, City of Bremerton, City of Poulsbo, City of Port Orchard, Kitsap Transit, ~~Naval Base Kitsap~~, Suquamish Tribe, Port of Bremerton, Port of Kingston, WSDOT, and representatives of educational, recreational, community, business, and industry interests.
3. Lobbyist Oversight Committee
- a. Role: Guides the coordination of the lobbyist(s) by overseeing their work plan progress and budget performance.
 - b. Decision Making: By consensus of the voting membership. (see Figure 1: Decision Making by Consensus)
 - c. Meeting Chair: TBD
 - d. Membership: A subgroup of the Executive Committee based on interest, capacity, and ability to direct advocacy efforts.
4. Technical Advisory Committee
- a. Role: Coordinate on the technical components of ~~the~~ Gorst projects and share updates and recommendations to the Executive Committee. This group ~~is~~ can convene themselves without direction of the Executive Committee but may receive requests to address topics as needed.
 - b. Decision Making: N/A, this groups provides recommendations.
 - c. Meeting Chair: Rotating Chair from ~~jurisdictions and Tribe~~ public agencies (excluding resource members). The Chair is responsible for scheduling the meetings, developing agendas, facilitating meetings, and providing meeting summaries.
 - d. Membership: Suquamish Tribe, Port of Bremerton, City of Bremerton, City of Port Orchard, ~~Naval Base Kitsap~~, Kitsap County, Mason County, Dept. of Ecology, Dept. of Fish and Wildlife, WSDOT.
5. Environmental Committee
- a. Role: Coordinate on the ecological components of ~~the~~ Gorst projects and share updates and recommendations to the Executive Committee. This group can convene themselves without direction of the Executive Committee but may receive requests to address topics as needed.
 - b. Decision Making: N/A, this groups provides recommendations.
 - c. Meeting Chair: Rotating Chair from ~~members and Tribe~~ public agencies (excluding resource members). The Chair is responsible for scheduling the meetings, developing agendas, facilitating meetings, and providing meeting summaries.
 - d. Membership: Suquamish Tribe, Kitsap County Public Works (KCPW) Stormwater, WSDOT, Dept. of Fish and Wildlife, The Waterman Group
6. Coalition Building Partners
- a. Role: ~~Demonstrate~~ Cultivate broad support and advocate for the project through various means as appropriate, including potentially pursuing a grassroots fundraising model. Receive updates from the Executive Committee on decisions and milestones via quarterly emails.
 - b. Decision Making: Not applicable. This is not a decision-making body.
 - c. Membership: Jurisdictions, government agencies, Tribes, organizations and individuals from the private and public sectors.

7. Military Liaison

- a. Role: Provide Navy specific information to the Coalition.
- b. Decision Making: No decision-making authority.
- c. Membership: Naval Base Kitsap

Decision Making by Consensus: Gradients of Agreement Scale

Consensus							No Consensus
Whole-hearted endorsement	Agreement with minor point of concern	Support with reservation	Abstain	More discussion needed	Don't like but will support	Serious disagreement, but won't veto	Veto

©Gradients of Agreement Scale, Sam Kaner, Duane Berger, and staff at Community at Work, 1987

Figure 1: Decision Making by Consensus

Gorst Coalition Organizational Chart



Figure 2: Gorst Coalition Organizational Chart

Section 56: Fiduciary Responsibilities and Financing of Coalition

The City of Bremerton will act as the fiduciary agent for the Coalition and will be responsible for coordinating and executing contracts on behalf of the Coalition and for invoicing the paying members pursuant to this MOU. The City of Bremerton may resign from this position at any time or it may be re-assigned by the Co-Chair Committee as deemed appropriate.

Coalition members will share the cost of the Coalition’s budget through a tiered model in which members, regardless of public or private entity, will aim to pay a certain minimum amount. Tiers will be determined by consensus based on economic, transportation, security, cultural, and ecological reliance on the Gorst Corridor. The annual target contributions are as follows:

Tier 1: Parties most affected by Gorst – ~~minimum~~ ~~[\$20,000-4\$50,000]~~ annual contribution

Tier 2: Parties affected by Gorst – ~~minimum~~ ~~[\$10,000-20,000]~~ annual contribution

Tier 3: Parties affected by Gorst but with limited funding capacity – any amount

These payment amounts may be adjusted as deemed appropriate by the Co-Chair Committee, with actual amounts paid within the range determined by the paying member. All monies paid to or from the fiduciary agent shall be accounted for in accordance with RCW 43.09.210.

~~“Affected” parties will be determined by criteria related to economic, transportation, security, cultural, and ecological reliance on the Gorst Corridor.~~ Resource members including ~~the Navy~~, Legislators, WSDOT, and other state and federal agencies are not involved in the financing of the Coalition.

The budget and work plan of the Coalition will be established annually based on expected contribution of the paying members, with the budget coinciding with the calendar year. Each September, the Co-Chair Committee will prepare a draft budget for review and approval by Executive Committee prior to the end of the fiscal year.

ARTICLE II: OBJECTIVES AND WORK PRODUCTS

Section 1: Objectives

1.1 The primary goal of the Coalition is to obtain funding for WSDOT to design and construct capacity, resiliency and redundancy improvements through the Gorst Corridor.

1.2 Work toward consensus whenever possible.

1.3 Work with the Washington State Legislature and U.S. Congress to prioritize and obtain funding for the Gorst Corridor.

1.4 Bring forth previous work done on the Corridor to advance progress.

1.5 Identify and gather resources needed to support funding and environmental, cultural, and economic mitigation.

1.6 Review communication materials and draft plans.

Section 2: Work Products

2.1 Administrative staff will produce meeting summaries for each Coalition Executive Committee meeting.

2.2 The Executive Committee will approve an annual workplan and budget.

2.3 The Executive Committee will approve a lobbyist scope of work and communication materials put forward by the Lobbyist Oversight Committee.

2.4 The Executive Committee will approve periodic updates to Coalition Partners about the work of the Coalition.

2.5 The Technical Advisory Committee and Environmental Committee may produce memos or other resources to share information with the Executive Committee.

ARTICLE III: MEETINGS AND RECORDS

Section 1: Meetings

The Executive Committee shall meet on a schedule determined by the Co-Chair ~~Committees~~. ~~The Co-Chairs will coordinate~~ following coordination with the Executive Committee to select the date, time, and location of any meeting. Administrative sStaff (jurisdiction or consultant) will email Executive Committee members to confirm the

time and location of the meeting and to provide any materials for that meeting. It is the responsibility of Executive Committee members to review summaries of any meetings they ~~were~~did not ~~in~~ attendance.

Section 2: Public Participation in Meetings

The Executive Committee meetings are open to the public and ~~will be~~ publicly noticed. Members of the public and ~~Gorst~~ Coalition members who do not serve on the Executive Committee may observe the meeting and provide public comment at the end of the meeting if desired.

Section 3: Operating Protocols

Coalition members and their representatives will:

- 3.1 Use available and appropriate resources to accomplish Coalition objectives.
- 3.2 Participate regularly and on time.
- 3.3 Participate with positive communication and respect for the opinions of other members.
- 3.4 Represent their perspective.
- 3.5 Acknowledge any conflicts of interest.
- 3.6 Leverage resources and information.
- 3.7 Advocate for recommendations of the Coalition.
- 3.8 Bring institutional knowledge.
- 3.9 Act as a conduit of information between the Coalition and their cities or organizations.

Section 4: Records

The Coalition members acknowledge that to the extent public agencies are subject to the Washington State Public Records Act, chapter 42.56 RCW, all materials submitted to those public agencies may be subject to review and copying by the public unless an exemption applies.

Section 5: Media Policy

Should Coalition members be contacted with inquiries by the media regarding the Coalition, members should direct them to the hired lobbyist.

ARTICLE IV: TERMINATION, INDEMNIFICATION, EFFECT OF MOU, AND AMENDMENT

Section 1: Effective Date and Termination:

This MOU is effective when signed and shall remain in effect until terminated by a majority of the Co-Chair Committee members ~~in good standing~~. Any member ~~partner~~ may terminate its membership in the ~~Coalition Partnership~~ by providing no less than 30 days written notice to the Co-Chair Committee of the desired termination date. Upon terminating its membership, a member forfeits its membership dues to the Coalition. Upon termination of the MOU, without renewal or replacement of this MOU, or upon dissolution of the Coalition, any unencumbered Coalition funds shall be returned, pro rata, to its then current paying membership based on a formula determined by the amount of contributions annually paid by each member as approved by the Co-Chair Committee, or based on a formula as otherwise established by the Co-Chair Committee.

Section 2: Indemnification:

Each Party shall defend, indemnify and hold each other harmless from any and all claims, demands, suits, actions, judgments, recoveries, liabilities, penalties, costs and expenses, including, but not limited to reasonable attorneys' fees, resulting from damage or bodily injury, including death, to the extent caused by a Party's breach of this MOU or the negligent actions or omissions of that Party, or its employees, agents, or officers, elected or appointed. The foregoing indemnity specially covers actions brought by the Party's own employees, and each Party agrees that the foregoing indemnity is specifically and expressly intended to constitute a waiver of immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the Party entitled to indemnity and only to the extent necessary to provide a full and complete indemnity as required under this Section. The indemnification

obligation provided in this section shall survive the expiration or earlier termination of this Agreement for the duration of any applicable statute of limitations.

Section 3: Effect of MOU:

This MOU is an internal agreement and does not confer any rights upon any individual or other entity. This MOU sets forth mutual goals and approaches. This MOU is not intended to create any rights, benefits, or other responsibilities, either substantive or procedural, nor is it enforceable as law or equity by a party against the U.S., its agencies, its officers, or any other person. Nothing in this MOU shall obligate members to expend other monies or enter into any contract or other obligation. Nothing in the MOU shall be interpreted as limiting, superseding, or otherwise affecting the Parties' normal operations or decisions in carrying out their statutory or regulatory duties. This MOU does not limit or restrict members from participating in similar activities or arrangements with other agencies.

SECTION 4: Amendment

This MOU may be amended only in writing and only by agreement of all signing parties, except as set forth herein.

V. Executive Committee Member Signatures

Executed this ___ day of _____, 2021.

CITY OF BREMERTON

Approved as to form

Bremerton City Attorney

Greg Wheeler, Mayor

Executed this ___ day of _____, 2021.

CITY OF PORT ORCHARD

Approved as to form

Port Orchard City Attorney

Robert Putaansuu, Mayor

Executed this ___ day of _____, 2021.

CITY OF POULSBO

Approved as to form

Poulsbo City Attorney

Becky Erickson, Mayor

Executed this ___ day of _____, 2021.

Approved as to form

PORT OF BREMERTON

Port of Bremerton Attorney

Cary Bozeman, President

Executed this ___ day of _____, 2021.

Approved as to form

PORT OF KINGSTON

Port of Kingston Attorney

Greg Englin, Executive Director

Executed this ___ day of _____, 2021.

Approved as to form

KITSAP TRANSIT

Kitsap Transit Attorney

John Clauson, Executive Director

Executed this ___ day of _____, 2021.

Approved as to form

SUQUAMISH TRIBE

Leonard Forsman, Chairman

Executed this _____ day of _____, 2021.

KITSAP COUNTY BOARD OF COMMISSIONERS

CHARLOTTE GARRIDO, Commissioner

ROBERT GELDER, Commissioner

ATTEST: _____

Dana Daniels, Clerk of the Board

EDWARD E. WOLFE, Commissioner

Deputy Prosecuting Attorney

Executed this ___ day of _____, 2021.

Approved as to form

Executed this ___ day of _____, 2021.

Approved as to form

DRAFT

POULSBO PUBLIC WORKS COMMITTEE
AGENDA SUMMARY
MEETING DATE: 7/14/2021

AGENDA ITEM:	RAB - Suquamish Art MOU Update
EXHIBITS:	Presentation to be given
STAFFED BY:	D. Lenius

SUMMARY STATEMENT:	
	Staff will present an update on the RAB Suquamish Art Memorandum of Understanding

RECOMMENDED ACTION:	
	Update