

City of Poulsbo

Office of the City Clerk



NOTICE OF SPECIAL MEETING: CITY COUNCIL WORKSHOP

NOTICE IS HEREBY GIVEN that the Poulsbo City Council will hold a Special (Double) Meeting on **Wednesday, October 5, 2022 at 5:00 PM**. The meeting will be held in a hybrid format. The public is welcome to attend with the following meeting details:

<https://us02web.zoom.us/j/88585391514>

Phone (253) 215-8782 / Meeting ID: 885 8539 1514

The agenda for this meeting is attached.

Jess Rae -for-

Rhiannon Fernandez, City Clerk, CMC

Post: Poulsbo City Hall
Poulsbo Post Office
Poulsbo Library
www.cityofpoulsbo.com

cc via email:

Mayor
City Council
Department Heads
Seattle Times
North Kitsap Herald
Kitsap Sun
Poulsbo Chamber of Commerce
Port of Poulsbo



**POULSBO CITY COUNCIL
WORKSHOP & BUSINESS MEETING**

October 5, 2022 ~ 5:00 PM

A G E N D A

Revised 10/3/22 12:15 PM

The meeting will be held in a hybrid format, accessible virtually via Zoom Webinars and by in-person attendance at Poulsbo City Hall Council Chambers at 200 NE Moe Street, Poulsbo, WA.

Please click the link to join the webinar: <https://us02web.zoom.us/j/88585391514>

Dial +1 (253) 215-8782 / Webinar 885 8539 1514

The meeting will be streamed at www.cityofpoulsbo.com and broadcasted on BKAT.

A break will be provided as necessitated by agenda content and meeting length.

Poulsbo is committed to being a welcoming, diverse, and equitable community where all people can access tools and opportunities to improve their quality of life, allowing them to reach their full potential. During its meetings, the Poulsbo City Council will use this lens to inclusively view its discussions and actions.

- 1. 5:00 PM - CALL TO ORDER:** *Poulsbo is located on the ancestral lands of the indigenous Suquamish People, for whom this place was known as Tcu Tcu Lats, or the 'Land of the Vine Maples'*
 - a. Pledge of Allegiance
- 2. AGENDA REVIEW**
- 3. COMMENTS FROM CITIZENS**

Comments can be made in-person or virtually via Zoom. Please state your name and limit your comments to 3 minutes, unless additional time is granted by Council. As a rule, the Council will not respond to citizen comments.
- 4. WORKSHOP AGENDA.**
 - a. Fishline 2020-Current Recap and Strategic Plan to 2025 (Lori Maxim, Fishline Executive Director) – 10 minutes
 - b. Parks and Rec Building Re-Roof Project Contract Award (Cienega/Zieman) – 10 minutes
 - c. Johnson to Norum - Murray Smith Sewer Design Consultant Contract (Roberts/Lenius) – 5 minutes
 - d. AWC Grant Opportunity for Fire CARES Program (Hendrickson) – 10 minutes
 - e. Budget Amendment No. 22-0402 Granicus Software (Fernandez) – 10 minutes
 - f. Police Department Presentation (Harding) – 15 minutes
 - g. Budget Amendment 22-0401 Downtown Clock Refurbishment (Erickson) – 5 minutes
 - h. Mayor's Proposed Preliminary Budget Presentation (Booher/Ellington) – 20 minutes
- 5. MAYOR'S REPORTS AND COUNCIL COMMENTS**
 - a. Department Head Reports

Poulsbo City Council Agenda for October 5, 2022 (Continued)

6. CONSENT AGENDA *All matters listed within the Consent Agenda have been distributed to each member of the City Council for reading and study, are considered to be routine and will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the regular agenda by Councilmember or citizen request.*

- a. Approval of Council Workshop Minutes of September 7, 2022 (Fernandez)
- b. Approval of Council Committee Meeting Minutes: FAC of August 3, 2022 (Fernandez)
- c. Councilmember Absences September 21, 2022 (Fernandez)
- d. Payable Disbursements for August 2022 (Booher)
- e. Budget Amendment 22-0307 Transfer Funds to Correctly Record Purchase of New Server (Williamson)

7. BUSINESS AGENDA *Committee Reports given during associated agenda item at the Chair's direction.*

- a. Public Hearing: 2022 FEMA Floodplain Management Code Revisions to PMC 15.24 and respective Ordinance No. 2022-12 (Bateman) – 15 minutes
- b. Pacific NW Troll Project Discussion (Erickson) – 15 minutes

8. BOARD & COMMISSION REPORTS

9. CONTINUED COMMENTS FROM CITIZENS*

10. MAYOR & COUNCILMEMBER COMMENTS

11. EXECUTIVE SESSION

- a. 30-minute executive session to discuss personnel matters per RCW 42.30.110 (1)(G).

12. ADJOURNMENT

*Council may address questions/comments made during Citizen Comments during Councilmember Comments.

THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THE AGENDA. IN ACCORDANCE WITH COUNCIL'S RULES OF PROCEDURE, THIS MEETING IS TAPE RECORDED. IN ACCORDANCE WITH A CONTRACT WITH THE CITY OF BREMERTON, THIS MEETING IS BROADCAST LIVE, VIDEOTAPED, AND RE-BROADCAST ON BREMERTON KITSAP ACCESS TELEVISION (BKAT).

The City of Poulsbo strives to provide accessible meetings for people with disabilities. Please contact the Poulsbo City Clerk's office at 360.394.9880 at least 48 hours prior to the meeting if accommodations are needed for this meeting.

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.

It is requested that attendees limit the use of scented products (perfume, cologne, hairspray, after shave, lotion, fabric softener, etc). Fragrances can be toxic substances to some people causing respiratory or neurological disabling reactions. This requirement is consistent with the Americans with Disabilities Act for a barrier-free environment.

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 10/05/2022

AGENDA ITEM:	Fishline 2020-Current Recap and Strategic Plan to 2025
EXHIBITS:	Powerpoint Presentation
STAFFED BY:	Fishline Executive Director Lori Maxim
CATEGORY:	Other
MAYOR OK/Initial:	

SUMMARY STATEMENT:
Lori Maxim will provide a recap of significant business activities from 2020 to present and introduce Fishline's active strategic plan through 2025, including a comprehensive list of goals and successes.
<input type="checkbox"/> Additional Staff Report Attached

COMMITTEE RECOMMENDATION:	
Not Applicable	Not Applicable

IMPACTS:	
Expenditure Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Included in Budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Amount: \$	

RECOMMENDED ACTION:
N/A - Presentation only.



CITY OF POULSBO PRESENTATION

OCTOBER 5TH, 2022

FISHLINE 2020

- Financial Donations increased by 382%
- Second Season closed due to the Governor's "Stay at Home" mandate; it reopened later in the year on limited days with limited hours
- Closed the market and went to a drive-up model
- Lori Maxim became Executive Director in July 2020
- Launched a shower program
- Expenses similar to 2019



FISHLINE 2021

- Hybrid Market Model. Reopened in August 2021
- Financial donations dropped by 29%
- Second Season increased hours and days
- With assistance of outside consulting firm, established compensation policies to ensure Fishline Staff were fairly paid
- Board participated in multiple trainings to improve communication and initiated strategic planning process
- Added Dental, Vision, Telehealth and Employee Assistance Program Benefits
- Purchased 2 stall/ADA Compliant Shower
- Paid off Mortgage



FISHLINE 2022

- 2022 budgeted expenses increased \$749,451 compared to 2021 actual expenses
 - \$186,000 added for mental health counseling
 - Projected salary expense increase of \$275,000
 - Added 8.5 FTE staff members since 2020
- August 2022 YTD individual donor contributions are down 16.6% compared to 2021
- Fishline has served an additional 1,307 individuals YTD



FREE MENTAL HEALTH SERVICES

- Sees clients in three business days
- Serves Suquamish, Poulsbo, Keyport and Bangor Base
- Collaborates with Poulsbo FireCARES team
- Works with the Fishline case managers to remove barriers to care





STUDENT OPPORTUNITIES AND ADVANCEMENT RESOURCES (SOAR)

Students can receive financial assistance for:

SOAR

Student Opportunity &
Advancement Resources

- Clothing
- Sports Equipment
- Musical Instruments
- Driver's Education
- College Application Fees
- Summer Camp
- Membership Fees
- Graduation Fees
- Specialized School Supplies
- Science Fairs
- And Much More!



Granting Children's Wishes

Since 1984

Christmas Child



Fishline

Food Bank & Comprehensive Services

**DONATE
TODAY!** >



PLANS FOR THE FUTURE

- Solar Panels
- Door repairs to annex
- Health benefits for staff
- Annex Roof Replacement
- Expand Second Season footprint and offerings
- Collaborate with county-wide agencies to ensure continuation of services in the event of a disaster



Projected costs \$301,000

STRATEGIC PLAN 2022-2025



Mission

Goal 1: Proactively evaluate the emerging needs of our community to enable Fishline to move quickly to address conditions as they arise



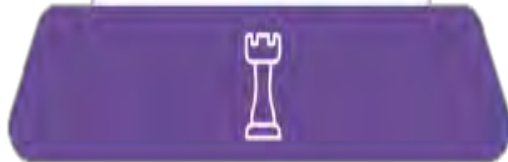
Vision

Goal 2: Provide emergency services and/or Case Management to ensure our unhoused population and those at risk of losing their homes remain safe, warm and connected to Fishline or Partner agencies



Objectives

Goal 3: Improve the overall mental health of our clients by providing no cost, short term counseling at Fishline and/or making a referral to appropriate outside services



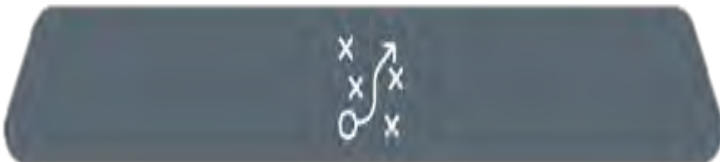
Strategy

Goal 4: Increase revenues year over year by expanding current fundraising initiatives and seeking new opportunities



Approach

Goal 5: Improve operational efficiencies and service quality across all of Fishline's business functions



Tactics

Goal 6: Develop risk assessment, internal, and external disaster management plans to ensure continuation of services

Goal 7: Consistently ensure availability of fresh foods, when there are diminished amounts of produce in the winter and the occasional absence of some dairy products and eggs, and to support healthy meal choices

GOAL ONE



Survey Sponsors:



- Launched a county wide needs assessment in collaboration with Kitsap Community Resources, the United Way, Kitsap Housing Authority, Kitsap Community Foundation, and Kitsap Public Health to better understand the needs in our community and gaps in services
- Conducted semi-annual surveys of clients to gauge longitudinal effectiveness of services
- Participate in fairs and outreach opportunities throughout Kitsap County, including meeting w/local tribes, Navy Wellness events, Back to School programs, North Kitsap First Responders, and other agency meetings
- Maintain 12 months of reserve funds in case of emergency



GOAL TWO

- Fishline has served 1,307 new individuals YTD
- 20% of Case Managers workload comprise unhoused populations or those at risk of becoming unhoused
- Case managers available on a walk-in basis on shower days
- Our free clothing distribution increased 689% YOY
- Grab and Go Box Lunches
- Free toiletries to all unhoused clients
- New partner agencies added to the Comprehensive Service Center

YOY rental and utility assistance increased 69.7%
children's programs increased 190.6%

GOAL THREE

Mental Health Services Resumed Sept. 6th

Quotations from Clients:

"That was the best therapy session ever.
I f-ing love her!"

"I finally have gotten closure
from the trauma I experienced as a child."

"Because of my sessions, I am better able
to cope with grief after losing my husband."

"I finally understand how to stop my pattern
of self-destruction."

"I learned how to instill personal
boundaries."



Budget 2022: \$186,000

Budget 2023: \$145,000

GOAL FOUR

**When you spend \$10
at Second Season...**

**You provide dinner
for a family of four.**



Fishline

Food Bank & Comprehensive Services



Second Season

THRIFT STORE

www.fishlinehelps.org

- Hired 3.5 FTE staff to run Second Season Thrift Store
- Upgraded software and equipment
- Hired 1 FTE Development Manager
- Offer 30% off all purchases at Second Season to clients
- Launched a marketing campaign aimed at calling attention to the link between Second Season and North Kitsap Fishline.

YOY financial donations have decreased by 15.5%

GOAL FIVE- WORKPLACE IMPROVEMENTS



- Added 4.5 FTE operation staff members, bringing our total staff to 16.5 FTE
- Increased staff compensation by 20%
- Added four paid holidays for staff
- Incorporated staff and volunteer trainings on De-escalation, Cyber wellness, forklift certification

YOY payroll and related expenses increased 53.3%
volunteer appreciation increased 255.1%

GOAL FIVE- EQUIPMENT UPGRADES

- Upgraded Client database
- Purchased a freezer for annex
- Purchased two produce coolers
- Purchased electronic stacker
- Purchased new van
- Purchased ADA door entry buttons
- Purchased 15 new computers
- Repaired annex roof
- Purchased two condensers for our walk-in refrigerator and freezer
- Repaired broken windows
- Painted the annex & reception areas
- Fixed sprinkler system



YOY facilities/maintenance increased 37.2%

GOAL SIX

- Risk Assessment conducted by an outside provider
- Purchased building upgrades: Panic buttons, intercom system, lockdown software
- Added security cameras where blind spots existed
- Participate in emergency drills for fire/earthquake/tornado
- Created a safety committee to help create internal and external disaster plans
- Conducted trainings in Run-Hide-Fight and Cybersecurity



YOY computer and software increases by 250.7%
fire and security increases by 134.2%

GOAL SEVEN



- Purchase perishable food weekly for the market
- Purchase toiletries for clients
- Purchase dog and cat food
- Invested funding in Swank Grow and Share Farm to grow local produce for the Fishline Community
- Support local community meal programs by donating food

YOY market program expense increased by 104.3%

YOU CAN HELP



DONATE



SHOP



VOLUNTEER



GIVE

Thank you!

Lori Maxim
Executive Director
(360) 208-0103

Director@fishlinehelps.org

www.fishlinehelps.org | (360) 779-5190

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 10/05/2022

AGENDA ITEM:	Parks and Rec Building Re-Roof Project Construction Contract	
EXHIBITS:	Contract, Proposal, Bid Results, Presentation	
STAFFED BY:	Maintenance Mechanic Cienega / Sr Contract Administrator Zieman	
CATEGORY:	Workshop	
MAYOR OK/Initial:		

SUMMARY STATEMENT:
<p>On 9/6/2022, the City solicited bids from the MRSC Roster for the re-roofing of the Parks and Rec Building. The City received 4 proposals. The low bidder is Signature Roof Service LLC in the amount of \$107,562.00 (updated to current tax rate).</p> <p>Cost of re-roofing within the project budget.</p> <p>Public Works/Engineering would like concurrence from Council to award the contract to Signature Roof Service LLC.</p>
<input type="checkbox"/> Additional Staff Report Attached

WORKSHOP DATE:	
	Recommended

IMPACTS:	
Expenditure Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Included in Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Amount: \$ 107,562.00

RECOMMENDED ACTION:
<p>Recommend moving the contract with Signature Roof Service, LLC in the amount of \$107,562.00 to City Council Consent agenda for approval.</p>

City of Poulsbo
SMALL WORKS ROSTER
CONTRACT
PARKS & REC BUILDING RE-ROOF PROJECT CN2022-05

THIS SMALL WORKS ROSTER CONTRACT ("Contract") is entered into between the City of Poulsbo, a municipality incorporated and existing under the laws of the State of Washington, by its City Council and Mayor, hereinafter called the "City", and (Signature Roof Service, LLC), hereinafter called the "Contractor". The terms and conditions set forth in this Contract between the City and the Contractor agree as follows:

1. **Contractor Services.** The Contractor shall furnish at its own cost and expense all labor, tools, materials, and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as the **Parks and Rec Building Re-Roof Project** ("Project"). The Project is detailed in the following documents, which are attached hereto and incorporated herein by reference:
 1. Scope of Work (Attachment A)
 2. Insurance Requirements (Attachment B)
 3. Declaration of Retainage
 4. Payment and Performance Bonds
 5. Schedule of Prevailing Wages (see <https://secure.lni.wa.gov/wagelookup/>)
 6. Guarantee Form
 7. Certification of Compliance with Wage Payment Statutes

2. **Notice to Proceed; Time of Completion.** The Contractor shall commence work within seven (7) days after the City issues a written Notice to Proceed and shall complete the work within fifteen (15) working days from the City's issuance of the Notice to Proceed. The time of beginning, rate of progress, and time of completion are essential conditions of this Contract.

3. **Payment.**
 1. **Payment Amount and Procedures.** The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed (One Hundred Seven Thousand Five-Hundred Sixty-Two) Dollars (\$107,562.00) which amount includes all applicable sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit, in a format acceptable to the City, monthly invoices for work and services performed in a previous calendar month. The City shall pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

2. **Defective or Unauthorized Work.** If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.
3. **Final Payment; Waiver of Claim.** Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract, except those required to be withheld by law or agreed to in special contract provisions. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.
4. **Retainage.** The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue, the Department of Employment Security and the State Department of Labor and Industries, and until settlement of any liens filed under chapter 60.28 RCW, whichever is later.
4. **Prevailing Wage.** The Contractor shall comply with and pay prevailing wages as required by chapter 39.12 RCW, as well as paying prevailing wages related to public works and building service maintenance contracts funded in part or in whole with federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor shall submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from the Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors.

In case any dispute arises regarding the prevailing rates of wages for work of a similar nature, and such dispute cannot be resolved by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington, and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

5. Indemnification and Hold Harmless.

1. **Defense, Indemnification, and Hold Harmless.** The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
2. **Liability for Damages Caused by Concurrent Negligence.** Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.
3. **Inspection and Acceptance.** The City's inspection or acceptance of any of the Contractor's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.
4. **No Third Party Right of Indemnification.** Nothing contained in this Contract shall be construed to create a liability or a right of indemnification in any third party.

6. Nondiscrimination and Compliance with Laws.

1. **Nondiscrimination.** The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
2. **Compliance with Laws.** The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Contract.

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

7. **Job Safety**

1. **Work Site Safety.** The Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

2. **Trench Safety.** All trenches shall be provided with adequate safety systems as required by chapter 49.17 RCW and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296- 155-650 and -655.

8. **Utility Location.** The Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an "excavator" for the purposes of chapter 19.122 RCW. The Contractor shall be responsible for compliance with chapter 19.122 RCW, including utilization of the "one call" locator system, before commencing any excavation activities.

9. **Correction of Defects.** The Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City's mailed notice of discovery and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

10. **Change Order/Contract Modification.**

1. **Amendments.** This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by written change order properly signed by both parties.

2. **Change Orders.** The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.
3. **Procedure and Protest by Contractor.** If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.
4. **Failure to Protest or Follow Procedures Constitutes Waiver.** By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).
5. **Contractor's Duty to Complete Protested Work.** Regardless of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.
6. **Contractor's Acceptance of Changes.** The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided herein shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

11. **Claims.** The Contractor shall give written notice to the City of all claims, other than change orders, within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor, unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in Section 11.3 regarding protests.

FAILURE TO PROVIDE A COMPLETE AND WRITTEN NOTIFICATION OF CLAIM IN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected to this Contract within 120 calendar days from the date the work is completed. The Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

12. **Contractor's Risk of Loss.** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that it/he/she has familiarized itself/himself/herself with all existing conditions and other contingencies likely to affect the work, and has made its/his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.
13. **Insurance.** The Contractor shall maintain insurance as follows: See Section 1-07.18 of from the 2022 WSDOT Standard Specs in Attachment B.
14. **Payment and Performance Bonds.** The Contractor shall provide Payment and Performance bonds to the City in the amount of 100% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of the Contract and shall be in a form approved by the City. The bonds shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue, the Department of Employment Security and the Department of Labor and Industries in settlement of any liens filed under chapter 60.28 RCW, whichever is later.
15. **Termination.** This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Attachment A) and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient by giving ten (10) days-written notice to the Contractor.

In the event that this Contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (Attachment A) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

16. **Attorney's Fees and Costs.** If any legal proceeding is brought related to the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.
17. **General Administration.** The Project Manager of the City shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices.
18. **Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data, or other documents or materials given to or prepared or assembled by the Contractor under this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
19. **Subletting or Assigning of Contracts.** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the Contractor must verify that its first-tier subcontractors meet the bidder responsibility criteria as provided in RCW 39.04.350.
20. **Relationship of Parties.** The parties intend that an independent contractor relationship will be created by this Contract. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative, or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative, or subcontractor of the City. None of the benefits provided

by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance, are available from the City to the Contractor or its employees, agents, representatives, or subcontractors. The Contractor shall be solely and entirely responsible for its acts and for the acts of Contractor's agents, employees, representatives, and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

- 21. **Nonwaiver of Breach.** The failure of the City to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

- 22. **Written Notice.** All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on the date three (3) calendar days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.

- 23. **Term.** This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the later of the signature dates included below.

CONTRACTOR

CITY OF POULSBO

Date: _____

Date: _____

By: _____

By: _____

Name _____

Becky Erickson, Mayor

Title _____

Tax I.D. # _____

City Bus. Lic.# _____

CITY CONTACT:

Victor Cienega

City of Poulsbo

200 NE Moe St.

Poulsbo, WA 98370

Phone: 360.779.4078

Email:

vcienega@cityofpoulsbo.com

CONTRACTOR CONTACT:

Print Name: _____

Address: _____

Phone: _____

Email: _____

Contractor License#: _____

(If this is a new contractor or if the Contractor has never conducted work with the City, a W-9 form must be attached to this Contract.)

**Selection of Retainage Option
CITY OF POULSBO
PARKS & REC BUILDING RE-ROOF PROJECT CN2022-05**

Contract/Purchase Order Number: Public Works Project CN2022-05

OPTION#1 Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor on estimates during the progress of the work shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

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

Name of Financial Institution

Address of Financial Institution

City, State, Zip Code of Financial Institution

Escrow Account Number

Contractor's Signature

Date

- OPTION#2** Pursuant to RCW 60.28.011 (6), the Contractor may provide the City a retainage bond

PERFORMANCE AND PAYMENT BOND
CITY OF POULSBO

Bond to City of Poulsbo, Washington

Bond No. _____

We, _____, and _____,
(Principal) (Surety)

a _____ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Poulsbo (“Owner”), in the penal sum of _____ Dollars(\$_____), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated _____, 20__, between Principal and Owner for a project entitled 2022 Road Striping Project Contract No.CN2022-05 (“Contract”). The initial penal sum shall equal 100 percent of the Total Bid Price, including sales tax, as specified in the Proposal submitted by Principal.

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

- Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;
- Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, and all other persons or agents who supply labor, equipment, or materials to the Project;

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this

_____ day of _____, 20 ____.

Principal

Surety

Signature of Authorized Official

Signature of Authorized Official

Printed Name and Title

By _____
Attorney in Fact (Attach Power of Attorney)

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

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

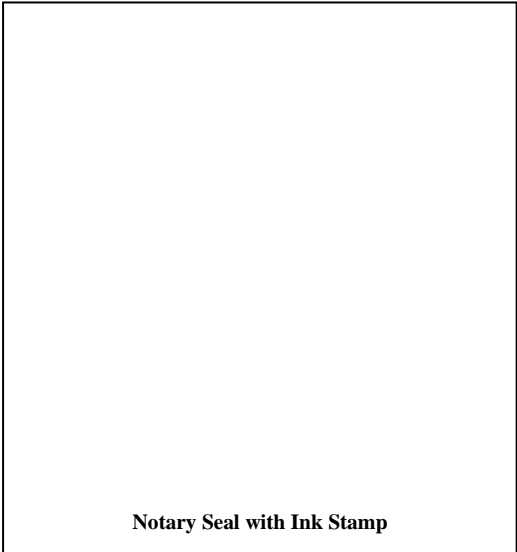
Surety Acknowledgement

STATE OF _____)
)ss.

COUNTY OF _____)

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

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



Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing at: _____

My Commission expires: _____



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date September 21, 2022, that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

ATTACHMENT A

SCOPE OF WORK

City of Poulsbo

Public Works Department



September 1, 2022

The City of Poulsbo is requesting quotes to replace roofing material on the City of Poulsbo Parks and Recreation Building located at:

19540 Front Street
Poulsbo WA 98370

The Scope of Work is as follows:

- Mobilize all material and equipment needed to complete the project
- Contractor to set up safety for the workers
- Perform all Roof Re-Cover identified areas on overview
- Sweep all loose gravel off and dispose of.
- Remove Existing Coping Metal and install the same
- Mechanically Attach ½" Dens Deck Primed (Or equivalent) per fastening pattern
- Install 60MIL Roofing Membrane per Manufacturer recommendation
- Install Corners and T-Joints.
- Install 040 Aluminum Coated Edge Metal and Thru Wall Scuppers.
- Demobilize all material and equipment ensuring a clean and clear job site
- Material Warranty/ Labor Warranty – minimum of 20-year material/10-year labor.

Site visits to be held on September 13, 2022 at 9:00am. Please contact Victor Cienega: 360-536-1904 or vcienega@cityofpoulsbo.com if you would like to attend the site visit.

SECTION "F" HAS NO PEA GRAVEL
EXISTING MOP ON COATING HAS
FAILED APPROXIMATELY 200 SF

SECTION "F" 200 SQ FT

SECTION "C" 1,426 SQ FT

Poulsbo Parks & Recreation

SECTION "E" 4,816 SF

19540 Front St NE Cornerstone Baptist Church

SECTION "D" 1,426 SF

1st Ave NE

ATTACHMENT B

INSURANCE REQUIREMENTS

1-07.18 Insurance

(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.

G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.

3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury each offence
- \$1,000,000 Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:
\$1,000,000 Combined single limit each accident

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.



CITY OF POULSBO

SMALL WORKS CONTRACT CN2022-05

INVITATION TO BID

PARKS AND REC BUILDING RE-ROOF PROJECT

BID DUE DATE & TIME: Quotation to be submitted to the City of Poulsbo no later than September 21, at 2:00pm. All questions will be submitted no later than September 16, 2022, at 2:00pm.

NOTE: Work slated is subject to the terms and conditions stipulated in the bid documents, including the scope of work attached hereto as Attachment A to the form of the Small Works Contract.

SUBMITTAL: Submittals from minority, women, and disadvantaged business enterprises are encouraged pursuant to chapter 49.60 RCW and RCW 39.19.060.

THIS BID SUBMITTED BY: *Billie Jean Coffey* (admin)
BIDDER NAME: *Bill Hague*
COMPANY: *Signature Roof Service*
ADDRESS: *27014 132nd AVE SE*
CITY: *Kent*
STATE: *WA* ZIP: *98042*
PHONE: *253 653-6052*
EMAIL: *signatureroofservice@gmail.com*

THE UNDERSIGNED offers and agrees to furnish the goods or services on the date required at the price entered herein subject to the terms and conditions attached hereto.

I CERTIFY that the bid document has been read and understood and that all of the conditions contained herein are acceptable, and further, to the best of my knowledge, the information contained in this bid proposal is accurate and complete and that I have the legal authority to commit this firm to a contractual agreement.

BY: *Billie Jean Coffey*
DATE: *9-21-2022*

BID ISSUE DATE: *9-1-22*

PROJECT/ENGINEERS ESTIMATE:
\$125,000.00

DEPARTMENT: Public Works

SUMMARIZED SCOPE: Replace the roofing material on the City of Poulsbo Parks and Recreation Building located at: 19540 Front Street in Poulsbo, WA.

Mail: 200 NE Moe St., Poulsbo, WA 98370 or Deliver bids to the City of Poulsbo Engineering Department no later than the bid due date and time listed above. Late and/or incomplete submittals will be classified as nonresponsive and will not be considered for project award.

PUBLIC WORKS REQUIREMENTS: The scope of work for this project constitutes a public work under Washington State law. Bidders are cautioned to take into consideration statutory legal requirements, including related to the payment of prevailing wages, submission of Payment and Performance Bonds (if required), reporting requirements for the use of Subcontractors, and sales tax implications in making a bid. The State of Washington prevailing wage rates applicable for this public works project, which is located in Kitsap County, may be found at the following website address of the Department of Labor and Industries: <https://secure.lni.wa.gov/wagelookup/>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is September 21, 2022. A copy of the applicable prevailing wage rates is also available for viewing at City Hall. Upon request, the City will mail a hard copy of the applicable prevailing wage rates for this project.

FOR technical information regarding this project, please contact the Project Manager, Victor Cienega, at (360)536-1904 or vcienega@cityofpoulsbo.com. For administrative assistance, please contact April Zieman in the Engineering Department at (360)394-9746 or azieman@cityofpoulsbo.com.

SIGNATURE ROOF SERVICE LLC



27614 132nd Ave SE

Kent, WA 98042

Office 253-236-8232

Email Signatureroofservice@gmail.com

Date 9/21/2022

Estimate

Customer Address

CITY OF POULSBO
200 NE Moe St,
Poulsbo, WA 98370

Job Address/Name

City of
Poulsbo Parks & Recreation
19540 Front Street

Item	Description	Rate	Total
Tear off and re-roof	The Scope of Work is as follows: <ul style="list-style-type: none">• Mobilize all material and equipment needed to complete the project• Contractor to set up safety for the workers• Perform all Roof Re-Cover identified areas on overview• Sweep all loose gravel off and dispose of.• Remove Existing Coping Metal and install the same• Mechanically Attach 1/2" Dens Deck Primed (Or equivalent) per fastening pattern• Install 60MIL Roofing Membrane per Manufacturer recommendation• Install Corners and T-Joints.• Install 040 Aluminum Coated Edge Metal and Thru Wall Scuppers.• Demobilize all material and equipment ensuring a clean and clear job site• Material Warranty/ Labor Warranty – minimum of 20-year material/10-year labor.	98500.00	98500.00

Subtotal \$98,500.00

Pierce County (9.0%) \$8,865.00

Total Due \$107,365.00

Signature _____

If you agree and accept estimate please sign above.

Contractor License # SIGNARS807DF

The City of Poulsbo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

BUSINESS INFORMATION

1. Firm Name: Signature Roof Service
Firm Address: 27614 132nd Ave SE Kent WA 98042
Contact Name: Bill Hogue
Contact Email: Signatureroofservice@gmail.com
2. Telephone No. (253) 653-6052 Fax No.: ()
3. Washington State License No. SIGNARS807.DF Expires: 3/26/24
Washington State Unified Business Identification (UBI) Number: 604584835
City of Poulsbo Business License Number: _____
4. Number of years engaged in contracting business under above name: 3 yrs

OTHER

Are you listed on any debarment lists? ___Y N

Are you on the list of parties excluded from the federal procurement/no-procurement programs? ___Y N

Check ONE of the following:

The bidder hereby confirms and acknowledges that, in accordance with RCW 39.04.350 (1)(f), at least one of its employees or officers has received training on the requirements related to public works and prevailing wage under Chapters 39.04 and 39.12 RCW through a training provided or approved by the Washington State Department of Labor and Industries.

___ Alternatively, the bidder hereby confirms and acknowledges that it has completed three or more public works projects and has had a valid business license in Washington State for three or more years and is therefore exempt from the requirements of 39.04.350(1)(f).

[Signature]
Prepared by:

[Signature]
Reviewed by:

[Signature]
Approved by:

PARKS AND REC BLDG RE-ROOF PROJECT
WEDNESDAY September 21, 2022 2:00PM

	Bidder	Bid Total
1	Signature Roof Service	107,365.00
2	Guardian Roofing	131,584.00
3	Preferred Roof Services	156,974.72
4	JR Swigart Co. Inc.	159,718.00
5		-
6		-
7		-
8		-
9		-
10		-
11		-
12		-
13		-
14		-



Parks and Rec Building Re-Roof Project

City Council Workshop October 5, 2022

Parks and Rec Building Roof

- The existing roof on the building is very old. The City has limited records from when the building was a school.
- The age is well over 30 years (talking to staff who have been around that long and recall no roof replacement).
- In 2016 the City replaced roof sections A&B. This Contract is to replace the remaining sections C,D, & E
- This does not include the existing basketball court.
- The HVAC Unit on section E will be replaced prior to the roofing installation via a separate contract.

PARKS & REC ROOF
2020 GOOGLE EARTH PHOTO

WHITE AREA ARE
SECTIONS A&B THAT
WERE REPLACED IN 2016

REMAINING AREAS THAT
NEED TO BE REPLACED
BASED ON 2017 QUOTES
THE ESTIMATE IS
\$150,000 FOR THESE
AREAS

OUTDOOR BASKETBALL
COURT AREA

Section C

Section E

Section D

1st Ave NE

Project Proposals Solicited

- Small Works Roster Used
- Proposals Received on 9/21/2022
- 4 Proposals Received
- Ranging from \$107,365 to \$159,718
- Low Bidder was Signature Roof Service LLC for \$107,365
- Low Bid is within the Existing Budget



Questions?

Recommendation

Recommend moving the contract with Signature Roof Service, LLC in the amount of \$107,562.00 to City Council Consent agenda for approval.

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 10/05/2022

AGENDA ITEM:	Johnson to Norum - Murray Smith Sewer Design Consultant Contract	
EXHIBITS:	Scope & Budget	
STAFFED BY:	Civil Engineer Roberts	
CATEGORY:	Workshop	
MAYOR OK/Initial:		

SUMMARY STATEMENT:

As presented at the workshop on 9/21/2022 the Johnson to Norum design scope and budget with Murraysmith is available for review.

This is a county owned facility that has 100% of City sewer flows. This is the critical infrastructure to upgrade to maintain sewer flows for the City. The City will lead design effort and County will manage construction.

Scope and budget are provided. Total contract is \$528,879 and within the \$700k budget for design of this facility programmed in the CIP.

Note that Task 9 will be reimbursed by the County (~\$19k) this is efforts associated with the existing grinder pump connections in Lemolo.

Note that Task 5 is contingency only (~\$62.5k). The City intends to move forward with permitting and environmental using in house staff and Murraysmith may provide support as requested.

Request to move this forward on the business agenda for approval on October 12th.

Additional Staff Report Attached

WORKSHOP DATE:

Recommended

IMPACTS:

Expenditure Required? Yes No

Included in Budget? Yes No
Amount: \$ 528,879

RECOMMENDED ACTION:

Update and move forward to Council business agenda for approval on October 12th

**SCOPE OF SERVICES
JOHNSON TO NORUM PIPELINE UPGRADE
PHASE 1 AND 2
CITY OF POULSBO**

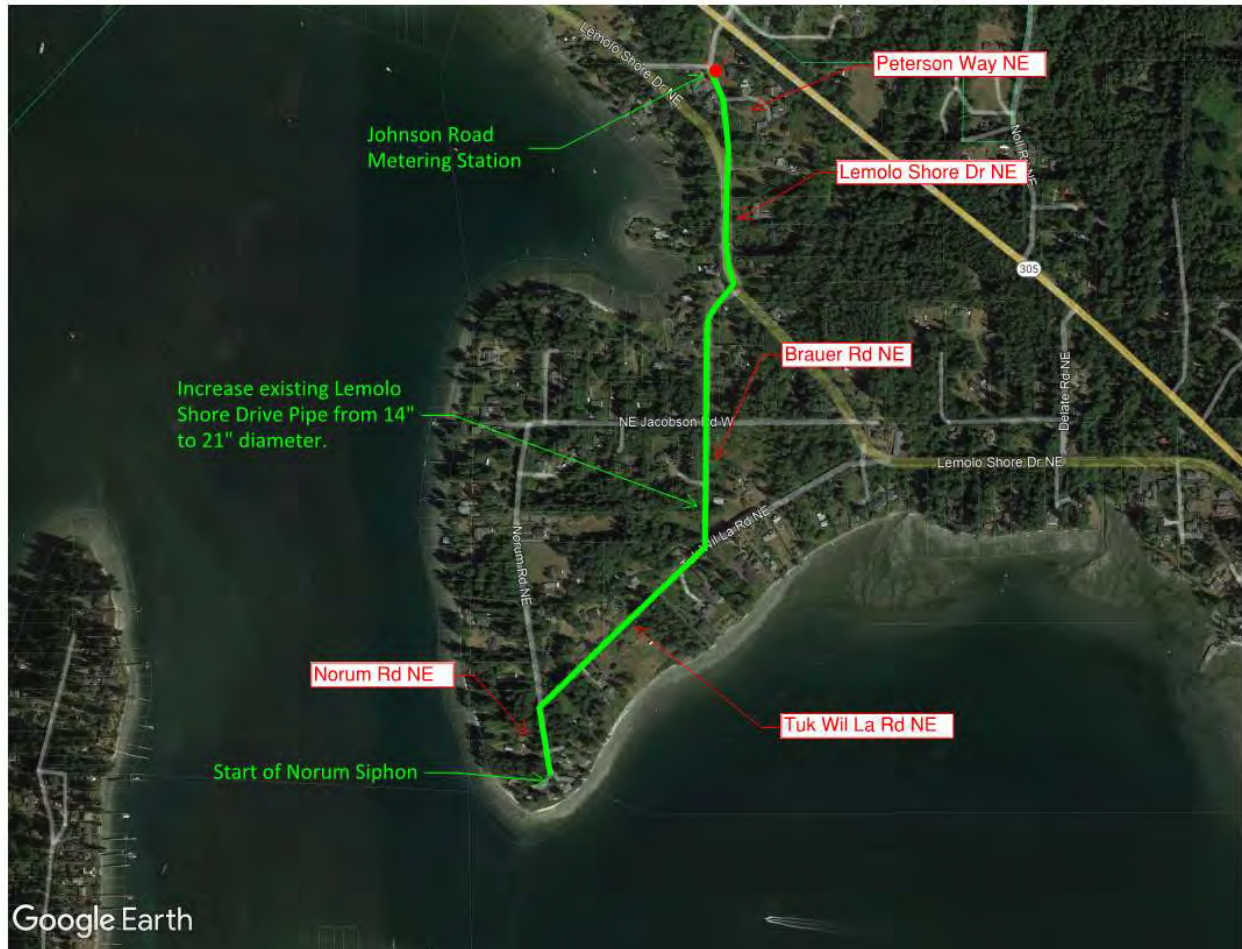
Statement of Understanding

Murraysmith (Consultant) has developed the following Scope of Services based on our understanding of the desired work to complete design services to produce a bid ready Johnson to Norum Pipeline Upgrade project (project) for the City of Poulsbo (City).

This project will upsize approximately 4,100 linear feet of the Johnson to Norum pipeline from 14-inch diameter to 21-inch diameter pipe and is necessary to enhance conveyance capacity for 50-year flow projections.

The existing Johnson to Norum pipeline is owned and maintained by Kitsap County (County) and primarily serves the City. The pipe is undersized and causes surcharging and capacity limitations in the City's sewer system. The design phase of this project will be led by the City with coordination and review input from the County. The bid and construction phases will be managed by the County. The City wants to move quickly on the project to increase capacity and reduce surcharging and sanitary sewer overflow risks.

The project location and limits are shown in the following in yellow and described as: south of City limits, starting from the Johnson Way Metering Station, south along Lemolo Shore Drive, south along Brauer Road, southwest along Tuk-Wil-La Road, terminating at the Lemolo Siphon. No work will occur within WSDOT right-of-way. There are approximately 19 existing grinder pump connections to the pipeline, with the possibility of more being connected as stakeholders become aware of the project.



The Scope of Services includes tasks delineated in two phases: Phase 1 includes design development and preliminary design; and Phase 2 includes final design and bidding services. Phase 3 will include engineering services during construction and will be scoped separately:

- Task 1 – Project Management and Coordination (Phase 1 and 2)
- Task 2 – Public Outreach (Phase 1 and 2)
- Task 3 – Field Survey and Base Map Development (Phase 1)
- Task 4 – Geotechnical Services (Phase 1)
- Task 5 – Permits and Environmental Reviews (Phase 1) - Contingency
- Task 6 – Preliminary (30 Percent) Design (Phase 1)
- Task 7 – Final Design (Phase 2)
- Task 8 – Bidding Services (Phase 2) - Contingency
- Task 9 – Grinder Pump Design (Phase 1 and 2)
- Task 10 – Management Reserve (Phase 1 and 2)

Scope of Services

The Scope of Services tasks include the following four components, where applicable.

1. Receivables: Elements that will be provided by the City.
2. Work Tasks: Specific project elements and efforts that will be completed by the Consultant
3. Deliverables: The finished product that will be delivered to the City via electronic and/or hard copy
4. Assumptions: Assumptions used to develop each Work Task

Task 1 - Project Management and Coordination (Phase 1 and 2)

Provide for management of the project. The designated project manager and project engineer for this project are Erika Schuyler and Peter Cunningham. The City will be notified of any changes to the project team, if required, during the duration of the project.

Receivables:

- Requested data, draft Project Management Plan review comments, and draft Engineering Services During Construction Scope of Services and fee estimate comments.

Work Tasks:

- 1.1 Coordination with City – Report status of work activities, data needs and issues requiring City input through e-mails and phone calls to City.
- 1.2 Staff/Consultant Team Management – Manage project staff/consultant team to ensure services are in conformance with the Scope of Services, budget, and schedule.
- 1.3 Invoices and Budget Oversight – Prepare invoicing and monthly reports to include work completed, costs incurred, budget status (budget vs. estimated balance to complete), amendments, project schedule, any variance between planned vs. actual project performance, all issues that may result in completion of any task beyond the established schedule or task budget, and all issues that may result in an increase in Total Price. Schedule updates will be prepared using MS Project.
- 1.4 Project Management Plan – Prepare a draft and final Project Management Plan that includes the signed contract, scope of services, approved budget, contact list, baseline project schedule, quality assurance/quality control plan, safety plan, and decision log.
- 1.5 Kick-Off Meeting – Prepare for and conduct a project kick-off meeting with City and the Consultant team to review project objectives and scope of services, discuss project

coordination and communication, and review schedule. Attend a site walk following the kick-off meeting of the project alignment.

- 1.6 Quality Assurance/Quality Control (QA/QC) – Manage, coordinate, and conduct in-house QA/QC reviews for deliverables prior to submission to the City. This includes QA/QC of deliverables completed by subconsultants.
- 1.7 Engineering Services During Construction Scope and Fee Development: Coordinate with City to determine extent of engineering services during construction from Consultant and develop scope and fee estimate for engineering services during construction.

Deliverables:

- Monthly project status reports with invoices and updated schedule (if needed).
- Correspondence, e-mails, and other documentation.
- One (1) electronic copy (Adobe PDF format) of the Project Management Plan.
- Kick-off meeting agenda and meeting minutes
- One (1) electronic copy (Adobe PDF format) of scope of services and fee estimate for engineering services during construction.

Assumptions:

- Anticipated notice to proceed is October 6, 2022.
- Phase 1 and 2 services are assumed to take 11 months
- Kick-off meeting will be up to eight hours in duration, including travel time, and will be attended by three staff from Murraysmith and one representative from each subconsultant.
- Up to 11 30-minute phone meetings with the Murraysmith's Project Manager and City Project Manager.

Task 2 – Public Outreach (Phase 1 and 2)

Provide public outreach coordination assistance.

Work Tasks:

- 2.1 Public Outreach – Coordinate with City and provide support at one (1) public meeting. Provide supporting documentation to notify public of the project on the County and City websites.

Deliverables:

- Draft and final figures (a maximum of 10 figures) and supporting documents (a maximum of 5 supporting documents) to facilitate board meetings, public notifications, and stakeholder coordination.

Assumptions:

- City will conduct public meeting at conceptual design level.
- Public meeting to support grinder pump stakeholder coordination included in Task 9.
- Figures and supporting documentation will be the same for both the County and City website and provided in PDF format.

Task 3 – Field Survey and Base Map Development (Phase 1)

Provide topographic surveying and base map.

Receivables:

- Review and provide comments on base map for accuracy and completeness of existing utility system information.

Work Tasks:

- 3.1 Control Survey and Boundary Determination – Reference horizontal surveying and mapping to Washington State Plane Coordinate system NAD83(11). Reference vertical information NAVD88 datum.

Utility Locates - AES to hire a private utility locating service to mark underground utilities within the project areas. Locate utilities using standard radio frequency locating devices (for conductible utilities). Only conductible utilities with tracer wire will be located. Those utilities which cannot be located by this method will not be located. AES to will mark identified underground utilities as part of the topographic survey services.

- 3.2 Topographic Surveying – Provide topographic survey work with one foot contour elevations, locations and elevations of existing visible physical surface features, e.g. edges of pavement, gravel access road, ditches, buildings and structures, fences, walls, visible surface utilities, marked underground utilities, wells and trees 8-inched DBH and greater.
- 3.3 Monument Preservation - Prepare Washington State DNR Application and Permit to Remove or Destroy a Survey Monument prior to construction. Permit to identify potential survey monuments which could be destroyed or disturbed during construction. Prepare reference points prior to construction so monuments can be replaced after construction.

Deliverables:

- A survey base map of the project area in AutoCAD Civil 3D format of the project to Murraysmith CADD standards. The scale of the survey drawing shall be 1-inch = 20-feet.

Assumptions:

- AES will acquire necessary permits and provide traffic control as required to work in the public right-of-way.
- Reestablishment of benchmarks and control points disturbed or removed after they are initially established is not included in this Scope of Services.

Task 4 – Geotechnical Services (Phase 1)

Provide geotechnical engineering services to support design and construction of the pipeline replacement.

Receivables:

- Written review comments on the draft Field Exploration Plan and draft reports.

Work Tasks:

- 4.1 Geologic Data Review and Site Reconnaissance - Review available geologic and geotechnical information for the site and the surrounding area. To better understand historical site activities (e.g., filling and construction) and probable subsurface conditions, perform a reconnaissance along the proposed pipeline alignment. Use the information gathered during the reconnaissance to develop a field exploration plan.
- 4.2 Field Exploration Plan – Develop a Field Exploration Plan outlining the approach to the field investigation, including potential boring locations and depths, and necessary permits to conduct the work. Submit draft plan to the City for review and concurrence.
- 4.3 Field Investigation and Geotechnical Laboratory Testing - The field exploration and laboratory testing to include the following:
 - Obtain right-of-way (ROW) permits from the City and County, if required.
 - Mark the proposed locations of the explorations in the field and contact the Washington Utilities Coordinating Council’s “One Call” utility-locating service. Landau will also subcontract a private utility-locating service to identify utilities located outside of public easements.

- Explore subsurface soil and groundwater conditions by advancing and sampling 8 geotechnical borings along the project corridor. Borings will be advanced between 15 and 20 feet (ft) below ground surface (bgs). A groundwater monitoring well will be installed in two of the borings. Landau will subcontract the drill rig and operator.
- Traffic control services for work performed within, or adjacent to, the travelled roadway. Landau will subcontract the traffic control services.
- Install pressure transducers in each monitoring well. The transducers will be used to record site groundwater levels during the 2 months following well construction.
- Perform geotechnical laboratory testing on select soil samples to facilitate classification and estimation of the engineering properties of soil.

4.4 Geotechnical Engineering Analysis and Reporting – Summarize the results of the geotechnical field investigation, laboratory testing, and analyses in a draft report and submit for review and comment. Address comments, and submit a final report, signed and sealed by the Project Engineer. Geotechnical report to include:

- A site plan showing the locations of the subsurface explorations.
- A discussion of anticipated near-surface soil and groundwater conditions, including a geologic cross section of the project alignment.
- Summary logs of the exploratory borings and the results of geotechnical laboratory testing performed on select soil samples.
- Recommendations for earthwork and grading, including criteria for the reuse of native site soil as trench backfill, and shoring and dewatering considerations.
- Conclusions regarding dewatering of temporary excavations and recommended dewatering methods.
- Recommended lateral earth pressures that can be used to design temporary shoring systems.
- Recommendations for geotechnical monitoring and testing during construction of the improvements.

Deliverables:

- Electronic (Adobe PDF) copies of the draft and final Field Exploration Plan
- Electronic (Adobe PDF) copies of the draft and final Geotechnical Engineering Report.

Assumptions:

- Site soil is assumed to be free of contaminants and analytical testing of soil and groundwater is excluded from this scope. If potentially contaminated soil or groundwater is detected during drilling, the City will need to approve the analysis and disposal of the contaminated material.
- Total drilling footage will not exceed 160 ft.
- Hollow stem auger drilling will be use to advance all borings.
- The field exploration program can be completed on weekdays, during daylight hours.
- City and/or County will provide no-fee right-of-way permits for work within the right-of-way.
- Glacially consolidated, non-liquefiable soils will be encountered during drilling. If unusually deep, loose soils are encountered, we will seek City authorization to extend the drill depth.
- Explorations advanced in existing pavement sections will be patched with quick-setting concrete.
- Well decommissioning is excluded from this scope of services and should be included as a bid item in the project plans and specifications.

Task 5 – Permits and Environmental Reviews (Phase 1) - Contingency

The City will lead coordination of the environmental permit process. The work tasks described below *may be* provided by the Consultant upon request by the City in writing. These tasks include services to determine and obtain permits and environmental reviews necessary to replace the existing sewer pipeline.

Receivables:

- Written review comments on draft reports, SEPA Checklist, and permit applications.

Work Tasks:

- 5.1 Wetland/Waterway Critical Areas Delineation and Report - Conduct a wetland delineation in accordance with the 2010 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region*. Determine the ordinary high-water mark (OHWM) of waterways using guidance in the Washington State Department of Ecology's (Ecology) *Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State*. To better understand the

extent of wetlands/waterways at the site, compile and review environmental information from the following sources:

- Natural Resources Conservation Service Soil Survey data.
- National Wetlands Inventory mapping.
- Federal Emergency Management Agency floodplain mapping.
- Local critical areas maps.
- U.S. Geological Survey topographic mapping.
- Recent aerial photography.

The field investigation to include an examination of vegetation, soils, and hydrology within the project area. Flagging to be placed along the wetland/waterway boundaries within the project footprint within the public right-of-way. The extent of wetland/waterway habitat within 250 feet of the project footprint will be estimated using publicly available data and visual observation.

Provide a sketch of the wetland/waterway boundaries to help surveyors locate flagging. Time has been budgeted for review and revision of the survey map.

Rate wetlands within the study area in accordance with Ecology's *Washington State Wetland Rating System for Western Washington*, and recommended buffer widths to comply with the County's Critical Areas Ordinance. Waterway typing and buffer widths to be determined in accordance with Chapter 19.300 of the Kitsap County Code and Chapter 222-15-130 of the Washington Administrative Code (WAC).

Prepare a draft Critical Areas Report in accordance with standards set forth by the County and other regulatory agencies. The critical areas report to include the following:

- A summary of the methodology used.
- The size and rating of each wetland and waterway; a characterization of wetland vegetation, soils, and hydrology; and field data sheets.
- A scaled site map showing wetland/waterway boundaries and buffers, wetland data plots, and topography.
- A description of mitigation sequencing related to wetlands/waterways and associated buffers.
- Supporting photographs.

Provide the draft Critical Areas Report to the City for review and comment. A final Critical Areas Report will be issued after addressing comments.

5.2 Agency Pre-Application Meetings and Coordination – Request pre-application meetings with representatives of the Washington Department of Fish and Wildlife (WDFW) and the

County. Discuss the potential impacts of the project on wetlands and waterways along with proposed mitigation measures during the meetings. Work with the agencies to determine project-specific application/permitting requirements. Following the pre-application meetings, prepare a meeting summary and provide to attendees.

Provide a response to agency comments on application submittals. The agencies may require additional data about potential environmental impacts and their mitigation. Provide support via teleconference and email.

- 5.3 Permit Applications – Prepare the Joint Aquatic Resource Permit Application (JARPA) for submittal to regulatory agencies. Submit the JARPA form to WDFW for Hydraulic Project Approval, to the USACE for Section 404/Section 10 permitting, to Ecology for Section 401 Certification, and to the County for shoreline permitting. Time has been budgeted to coordinate with the project team and/or regulatory agencies to ensure the accuracy of the information presented in the application, including the project narrative. The application to include JARPA figures and design sheets in a format acceptable to the regulatory agencies.

Prepare a shoreline exemption application for submittal to the County, including the project narrative demonstrating consistency with the County Shoreline Master Program, JARPA form and figures referenced above, site photographs, the State Environmental Policy Act (SEPA) checklist, a copy of the geotechnical engineering report, the County project application form, and the County submittal checklist.

- 5.4 Biological Assessment – Prepare a biological assessment (BA) evaluating the potential effects of the proposed improvements on listed species and their designated critical habitat. Evaluate Essential Fish Habitat (EFH) within the project footprint in accordance with the Magnuson-Stevens Fishery Conservation and Management Act. Obtain updated endangered species lists from agency websites, and request site-specific species and habitat information from WDFW’s Priority Habitats and Species Program, and review information from the Washington Natural Heritage Program.

Evaluate proposed construction techniques, equipment, and timing; temporary sediment and erosion control measures; and the extent of new impervious surfaces as well as stormwater detention and treatment.

Establish boundaries of the project action area in the BA, which includes the farthest reach of aquatic and terrestrial impacts. Summarize environmental baseline information and species history in the BA. A determination of “no effect” or “may affect, not likely to adversely affect” is anticipated. The project is not expected to impact the EFH.

- 5.5 SEPA Checklist – Prepare the SEPA Checklist for the project and submit to the City for review.

Deliverables:

- Electronic (Adobe PDF) copies of the draft and final Critical Areas Report.
- Electronic copies of the draft and final pre-application meeting summaries.
- Electronic copies of the draft (Microsoft Word) and final (Adobe PDF) JARPA.
- Electronic (Adobe PDF) copies of the Kitsap County Shoreline project application package.
- Electronic (Adobe PDF) copies of the draft and final BA and EFH.
- Draft SEPA checklist

Assumptions:

- The City will lead the coordination of the environmental permit process.
- The Amount shown in the Fee Estimate for Landau is not to exceed for each subtask and will only be utilized at the direction of the City.
- The project footprint consists of a limited buffer, not exceeding 100 ft, around the existing pipeline alignment.
- Delineation will be limited to areas of the alignment between one side of the roadway and the adjacent ROW.
- Flagging will be placed within the limits of the project footprint.
- The City will provide access to the site.
- The ROW permits necessary to complete delineation will be obtained during completion of the geotechnical explorations.
- Mitigation can be accommodated within the project footprint and will be limited to restoration of areas disturbed during construction.
- Formal specifications for restoration will not be required for the critical areas report and/or conceptual design.
- Thirty percent design plans can be used to calculate impacts to wetland/waterway buffers and to develop mitigation sequencing.
- Two (2) pre-application meetings will be attended by up to two (2) Murraysmith team members and up to two (2) Landau Associates team members.

- The proposed improvements will comply with the provisions of the USACE Nationwide Permit.
- JARPA figures submitted to the USACE must fit on letter-size paper (8.5 × 11 inches) and be reproducible in black and white. The County also requires figures to fit on letter-size paper.
- A cultural resources assessment will not be required at this time.
- The City will pay all permit application fees.
- Attendance at the County hearing examiner, if required, is not included in this scope of services
- A determination of “no effect” or “may affect, not likely to adversely affect” is anticipated, and a formal biological opinion will not be required. The project will not impact the EFH.
- Meetings with representatives of the US Fish and Wildlife Service and National Oceanic and Atmospheric Administration Fisheries is not included in this scope of services.
- A site visit will not be required to complete the BA. Site conditions will be characterized based on the findings of Task 4.1.
- A 6-month update of species listings will not be performed.
- In-water work, if required, will occur during agency-approved hours.
- A Kitsap County Site Development Activity Permit (SDAP) will not be required.

Task 6 – Preliminary (30 Percent) Design (Phase 1)

Coordinate with City and County staff, regarding development/confirmation of preliminary design of the pipeline replacement. Develop preliminary plans, preliminary design report and opinions of probable construction cost to the 30 percent design completion level.

Receivables:

- Written review comments on the Conceptual Design figures
- Written review comments on Preliminary Design Report, including 30 percent preliminary plans
- Hydraulic model information

Work Tasks:

- 6.1 Conceptual Design – Prepare conceptual (10 percent) design figures to allow for Kitsap County preliminary design meeting, initial County permitting meetings, and Department of Community Development (DCD) coordination to occur ahead of preliminary design.
- 6.2 Conceptual Design Meetings – Prepare for and attend up to two conceptual design meetings, including one (1) meeting with County staff (sewer utility, roads, stormwater, survey) and one (1) meeting with County DCD.
- 6.3 Utility Conflict Analysis and Potholing – Perform a utility conflict analysis from the preliminary alignment, survey data, and utility information to identify areas of potential conflict and recommendations for utility locates (potholing). Maintain a utility conflict spreadsheet to document potential conflicts, field information and resolutions.

Coordinate with utilities to confirm utility locations shown on base mapping, potential conflicts, and recommendations for potholing.

Perform potholing for up to 10 requested potholes, including white lining/811 call for locates, crew, and equipment to perform the pothole work. This work includes backfill and surface restoration of 5/8” minus and cold patch. Verify utility conflicts based on potholing information and adjust design as needed.
- 6.4 Implementation/Bypass Pumping – Based on discussions with the City, prepare temporary bypass pumping plan for replacement of the existing pipeline. Incorporate bypass pumping provisions in the final design and coordinate with the City to confirm feasibility. Includes review of as-built information from County projects. 7.
- 6.5 Coordination with County Health Department – Coordinate with County Health Department regarding connecting parcels currently on septic systems outside of the Urban Growth Area (UGA) who desire to possibly connect to the pipeline.
- 6.6 Preliminary Design Drawings – Prepare preliminary drawings to the 30 percent design completion level. Preliminary drawings will show plan views and major project elements. Drawings will be developed at 1-inch = 20-foot scale in AutoCAD electronic format.
- 6.7 Preliminary Technical Specifications Outline – Prepare a preliminary specifications outline listing the anticipated specifications to be used for the project.
- 6.8 Engineer’s Opinion of Probable Construction Cost and Project Schedule – Develop an Engineer’s Opinion of Probable Construction Cost (OPCC) and project schedule for the preliminary design of the improvements (AACEI Class 4). Develop OPCC to reflect the breakdown of costs and potential schedules within the contract. Project schedule shall take into consideration the sequencing of work and any known work constraints.

- 6.9 Preliminary Design Report – Prepare a Preliminary Design Report that documents the project background, proposed improvements, design criteria, analyses, discussion of operations and maintenance requirements, OPCC, and project schedule. Include in the appendix the 30 percent preliminary plans, and the technical memoranda from the services performed by subconsultants.
- 6.10 30 Percent Review Meeting with City and County Staff – Prepare for and attend 30 percent design review meeting to discuss design development. Prepare meeting agenda and meeting summary (draft and final). Prior to the review meeting, the City and County to complete their technical review of the 30 percent design completion submittal. Modify report based on City and County comments and submit copies of final report to City. Incorporate review comments associated with the preliminary plans into the development of the 75 percent plans in the next phase of work.

Deliverables:

- Conceptual design figures utilizing existing as-builts and City-provided figures.
- 30 percent preliminary plans, at half size (11x17), will be prepared and submitted to the City and County in electronic format (PDF) for review and comment.
- Draft and Final Preliminary Design Report including Engineer’s Opinion of Probable Construction Cost in electronic format (PDF) for review and comment.

Assumptions:

- Conceptual design figures will utilize existing as-builts and figures to gain project acceptance at the City and County level.
- Conceptual design will occur concurrent with survey and geotechnical analysis.
- Pre-design report shall be based on the design criteria in the City of Poulsbo draft sewer comprehensive plan and Kitsap County Facilities Plan and build on the previous work.
- Hydraulic Analysis of the City of Poulsbo Sewer system and projected flows are in the City of Poulsbo Draft Sewer Comprehensive Plan.
- Pothole pricing is for Non-Prevailing Wage. If project deemed to require state Prevailing Wage rates, additional cost-plus administration fees will need to be added.
- Potholing assumes utilities are up to 10 feet deep.
- One (1) 30 percent review meeting will be attended by up to three (3) Murraysmith team members.

- Drawings will be developed at 1-inch = 20-feet (horizontal) scale and 1-inch = 5 feet (vertical) scale in AutoCAD electronic format.
- Preliminary design drawings to include general and plan and profile drawings only, approximately 30 sheets, as shown in the Preliminary Drawing List below.
- 30 percent design does not include the following plans: traffic control and restoration.
- City and County to review concurrently. Review period is assumed to be 15 working days. City and County review comments to be consolidated into a single package prior to sending to Murraysmith.
- Only one (1) set of review comments per design submittal will be received from the City.

Task 7 – Final Design (Phase 2)

Develop bid ready plans, specifications and opinion of probable construction costs (PS&E) based on comments from the City's and County's review of the preliminary design. Final design PS&E, including updated project schedule, to be presented at the 75 percent completion level for review by the City. Incorporate all prior review comments in final bid ready plans to be suitable for bidding.

Receivables:

- Written review comments on 75 percent design submittal.

Work Tasks:

- 7.1 PS&E – 75 Percent Design Completion Level – Revise 30 percent design drawings and further develop to advance the design and incorporate comments from the City's and County's review of the 30 percent design. Develop design plans to approximately the 75 percent design completion level.

Prepare technical specifications and appendices to support the design and to be included in the project Contract Documents. Prepare specifications based on the County's standard special provisions to the most current WSDOT Standard Specifications.

Revise the Engineer's Opinion of Probable Construction Cost (75 percent design completion level, AACEI Class 3) per the design revisions and will include a schedule of estimated quantities, unit prices, and total construction cost. Develop Engineer's Opinion of Probable Construction Cost and project schedule to approximately the 75 percent design completion level.

Submit 75 percent design package, including design drawings, technical specifications, and Engineer's Opinion of Probable Construction Cost, to the City and County for review and comment.

- 7.2 75 Percent Review Meeting with City and County Staff – Prepare for and attend the 75 percent design review meeting to discuss final design development. Prepare meeting agenda and meeting summary (draft and final). Prior to the review meeting, the City and County to complete their technical review of the 75 percent design completion submittal.
- 7.3 PS&E – 100 Percent Design/Bid Ready Completion Level – Revise the 75 percent design package to incorporate comments from the City's and County's review of the 75 percent design. Develop design plans, technical specifications, and Engineer's Opinion of Probable Construction Cost that are ready for bidding. Revise bid proposal quantities to reflect a bid-ready design package.

Submit stamped and signed bid ready plans and technical specifications to City for distribution.

- 7.4 Constructability Review – Perform an independent evaluation by Murraysmith's construction management group after the 75 percent submittal of key project elements to review project constructability, pipe material availability and costs, project schedule, and define areas of potential cost savings.

Deliverables:

- 75 percent plans at half size (11x17), technical specifications, front-end documents and engineer's opinion of probable construction cost in electronic format (PDF and Word) for review and comment.
- 100 percent, bid-ready stamped design plans at half size (11x17) and full size (22x34), technical specifications, front-end documents and engineer's opinion of probable construction cost in electronic format (AutoCAD, PDF and Word).

Assumptions:

- One (1) 75 percent review meeting attended by up to three (3) Murraysmith team members.
- Preliminary drawing list is provided below. Approximately 38 sheets are anticipated.
- Drawings to be developed at 1-inch = 20-feet (horizontal) scale and 1-inch = 5 feet (vertical) scale in AutoCAD electronic format.
- City and County review period is assumed to be 15 working days.

- One (1) set of review comments per design submittal to be received and will consolidate comments from the City and County.
- Specifications to be developed using the County’s standard specifications along with the 2022 WSDOT standard specifications

Task 8 – Bidding Services (Phase 2) - Contingency

Provide assistance to the City and County during project bidding and award up to the budget for Task 8, subject to authorization by the City’s Public Works Director.

Receivables:

- None

Work Tasks:

- 8.1 Bidder Inquiries – With direction from the City and County, respond to questions from bidders, subcontractors, equipment suppliers and other vendors regarding the project plans and specifications. Maintain a written record of communications during bidding process.
- 8.2 Addenda – Assist the City in the preparation of up to two (2) addenda.
- 8.3 Pre-Bid Conference – Attend the pre-bid conference with City, County, and bidders.
- 8.4 Bid Award Review – Evaluate bids and review references. Assist City and County with recommendation of award for construction contract.

Deliverables:

- Written responses to bidder’s questions.
- Addenda as required for the City to distribute to the plan holders.
- Award recommendation.

Assumptions:

- The City is responsible for printing bid documents, document distribution, bid advertisement, addenda distribution, plan holder administration, bid evaluation, and bid tabulation.
- Murraysmith’s support services during bidding will be performed up to the extent of the fee estimate, unless otherwise approved in advance by the City through a budget amendment.
- Up to ten (10) responses to bidder inquiries will be prepared.

- Up to two (2) addenda will be prepared.
- Pre-bid conference will be attended by up to two (2) Murraysmith team members

Task 9 – Grinder Pump Design (Phase 1 and 2)

Develop plans, specifications and opinion of probable construction costs (PS&E) for grinder pump design. Incorporate grinder pump design into submittals listed in Preliminary Design and Final Design tasks.

Receivables:

- Written review comments on 30 and 75 percent grinder pump design submittal.

Work Tasks:

- 9.1 Preliminary Design – Prepare preliminary drawings to the 30 percent design completion level showing connection details to the new proposed pipeline from the existing grinder pumps.
- 9.2 75 Percent Design – Prepare design drawings to the 75 percent design completion level showing existing grinder pump connection details to the proposed pipeline.
- 9.3 100 Percent Design – Prepare design drawings to the 100 percent design completion level showing existing grinder pump connection details to the proposed pipeline.
- 9.4 Public Meeting - Coordinate with City and provide support at one (1) public meeting. Provide supporting documentation to notify grinder pump-specific stakeholders of the project.

Deliverables:

- 30 percent preliminary plans, at half size (11x17), will be prepared and submitted to the City and County in electronic format (PDF) for review and comment with the 30 percent design package.
- 75 percent plans at half size (11x17), technical specifications, front-end documents and engineer’s opinion of probable construction cost in electronic format (PDF and Word) for review and comment with the 75 percent design package.
- 100 percent, bid-ready stamped design plans at half size (11x17) and full size (22x34), technical specifications, front-end documents and engineer’s opinion of probable construction cost in electronic format (AutoCAD, PDF and Word) with the bid-ready design package.

- Draft and final figures (a maximum of 3 figures) to facilitate stakeholder meeting and coordination.

Assumptions:

- Drawings to be developed at 1-inch = 20-feet (horizontal) scale and 1-inch = 5 feet (vertical) scale in AutoCAD electronic format.
- City and County review period is assumed to be 15 working days.
- One (1) set of review comments per design submittal to be received and will consolidate comments from the City and County.
- Specifications to be developed using the County’s standard specifications along with the 2022 WSDOT standard specifications
- Public meeting figures and supporting documentation will be the same for both the County and City website and provided in PDF format.

Task 10 – Management Reserve

Written permission from the City is required to access management reserve funds. Scope of Services and fee estimate to be negotiated with request to access the management reserve.

Receivables:

- To be determined

Work Tasks:

10.1 Management Reserve (10 Percent of Murraysmith Total Direct Labor)

Deliverables:

- To be determined

Assumptions:

- To be determined

Preliminary Drawing List

No. of Sheets	Description
4	General
2	Survey Control Plan and Notes and Key Map
2	TESC Plan and Notes
3	Grinder Pump Connection Plans and Details
10	Pipeline Plan & Profile
2	Siphon Connection Details
3	Miscellaneous Sewer Details
2	County Standard Details
2	Miscellaneous Details
3	Temporary Traffic Control Plans
5	Roadway Restoration Plan
38	TOTAL

Schedule

Work will begin upon receipt of a signed contract amendment and notice to proceed, or other agreeable written authorization. We will begin our work and proceed in a timely manner with an anticipated completion of final design in June 2023 and bidding the project in July 2023, assuming notice to proceed is given in early October 2022. This schedule is based on timely input and information from City staff and others including the collection of requisite information and documentation, staff input, and feedback regarding design document(s) or other project matters.

Budget

The Project Budget is attached as Exhibit B.

Attachments

- Exhibit B – Project Budget

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 10/05/2022

AGENDA ITEM:	AWC Grant Opportunity for Fire CARES Program	
EXHIBITS:		
STAFFED BY:	Housing, Health and Human Services Director Hendrickson	
CATEGORY:	Workshop	
MAYOR OK/Initial:		

SUMMARY STATEMENT:
<p>The Association for Washington Cities has approximately \$2 million dollars, from the Health Care Authority, to award to cities starting up new "alternative response" programs. Fire CARES is called out specifically, by AWC, as being a preferred alternative response.</p> <p>Housing, Health and Human Services proposes a partnership with Central Kitsap Fire and Rescue (CKFR) to apply for an alternative response grant. The grant, if awarded, will start a new program called Fire CARES-Central. Fire CARES-Central will be based on the successful Fire CARES program at the Poulsbo Fire Department. Fire CARES-Central will be staffed by a full time firefighter/EMT employed by Central Kitsap Fire and Rescue and a full time social worker employed by the City of Poulsbo. The team will also include a part time substance use disorder professional. Fire CARES-Central will serve as a specialty unit responding to behavioral health related 911 calls. The team will work in tandem with the existing Poulsbo Fire CARES program to ensure 7-day coverage in the North Kitsap/Central Kitsap area.</p> <p>City Council is being asked to consider an application to AWC for \$211,000.</p>
<input type="checkbox"/> Additional Staff Report Attached

WORKSHOP DATE:	
10/05/2022	Not Applicable

IMPACTS:	
Expenditure Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Included in Budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Amount: \$	

RECOMMENDED ACTION:
Recommend authorization of application submittal to AWC for \$211,000 alternative response grant to be moved to the October 12, 2022, consent agenda for council approval.

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 10/05/2022

AGENDA ITEM:	BA #22-0402 Granicus Software	
EXHIBITS:	BA #22-0402, Proposal, Product Sheet	
STAFFED BY:	Administrative Services Manager/City Clerk Fernandez	
CATEGORY:	Workshop	
MAYOR OK/Initial:		

SUMMARY STATEMENT:

After taking over the agendas of all council committees, it has become clear that we need software solution to facilitate agenda creation, to make the process more efficient, and reduce the opportunities for errors. This was a new program request for 2023, but with the complexities of managing all the agenda items, it became clear that we need use of this software now. If we go back to having council committees in the future, this software can still be used by each committee staff to help manage the agendas.

Additional Staff Report Attached

WORKSHOP DATE:

Recommended

IMPACTS:

Expenditure Required? Yes No Included in Budget? Yes No
Amount: \$ 6,552

RECOMMENDED ACTION:

Recommend approval of BA#22-0402 and the software contract, to be moved to the October 12, 2022, consent agenda for council approval.

CITY OF POULSBO
BUDGET AMENDMENT REQUEST FORM
(MAYOR/COUNCIL APPROVAL REQUIRED)

TO: Mayor Erickson
FROM: Rhiannon Fernandez

DATE: 9/28/22

DESCRIPTION OF BUDGET AMENDMENT REQUEST:

On-going budget request for agenda management software to streamline the agenda process with automation.

	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
DECREASE:	001 29180000	Budgeted Fund Balance	6,552
INCREASE:	00114300051421 50000491	Granicus Agenda Software	6,552
INCREASE:			
INCREASE:			

NOTE: Attach separate sheet for more detail/line items if necessary

TO: Finance Director Booher
FROM: Mayor Erickson
Approved _____ Disapproved _____

DATE: _____

COMMENTS:

TO: Senior Accountant Ellington
FROM: Finance Director Booher

DATE: _____

DATE: _____ BA#: 22-0402

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408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Poulsbo, WA

Granicus Proposal for Poulsbo, WA

ORDER DETAILS

Prepared By: Kevin Stay
Phone:
Email: kevin.stay@granicus.com
Order #: Q-232749
Prepared On: 09/27/2022
Expires On: 12/18/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Peak - Setup & Configuration	Up Front	1 Each	\$0.00
Peak Online Group Training	Upon Delivery	6 Hours	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Send Agenda (Peak) Set up and Config	Up Front	1 Each	\$0.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Peak Agenda Management	Annual	1 Each	\$6,000.00
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Peak)	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
SUBTOTAL:			\$6,000.00

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Peak Agenda Management	\$6,300.00	\$6,615.00
Open Platform Suite	\$0.00	\$0.00
Send Agenda (Peak)	\$0.00	\$0.00
govDelivery for Integrations	\$0.00	\$0.00
SUBTOTAL:	\$6,300.00	\$6,615.00

PRODUCT DESCRIPTIONS

Solution	Description
Peak Agenda Management	Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes: <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Peak - Setup & Configuration	Setup and Configuration for Peak Agenda Management includes implementation of: <ul style="list-style-type: none"> • Up to one (1) meeting body's Standard Agenda, Cover Page and Minutes report template • Up to one (1) public view page portal
Peak Online Group Training	Online Group Training for Peak Agenda Management allows clients to have up to six (6) users participate in online group sessions with a Granicus trainer and other client users to learn how to use the system.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- Granicus Communications Suite Subscriber Information.
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- Data obtained through the Granicus Advanced Network.
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

TERMS & CONDITIONS

- Link to Terms: <https://granicus.com/legal/licensing>
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Poulsbo, WA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-232749 dated 09/27/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Poulsbo, WA	
Signature:	
Name:	
Title:	
Date:	

Peak

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- from prep to publish



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“It's so much easier and less time-consuming to create an agenda with Peak. The software has made the job easier — more fluid. The logistical improvements are fantastic.”

- Shane Pepe, Borough Manager, Borough of Emmaus, Penn.

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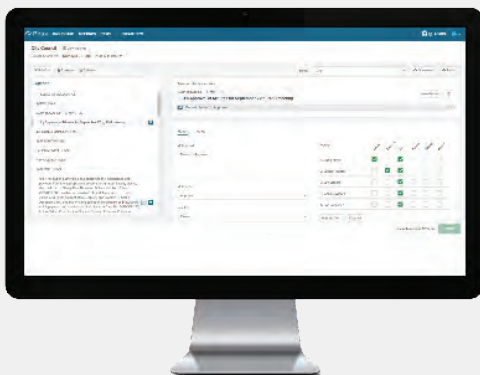
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About Granicus: More than 5,500 government agencies use Granicus to modernize their online services, web presence, and communications strategies. We offer seamless digital solutions that help government actively reach, inform, and engage citizens on the first unified civic engagement platform for government.

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 10/05/2022

AGENDA ITEM:	Police Department Presentation	
EXHIBITS:		
STAFFED BY:	Police Chief Harding	
CATEGORY:	Workshop	
MAYOR OK/Initial:		

SUMMARY STATEMENT:
Staff will give a presentation regarding referrals to the Prosecutor's Office for 2021 and 2022: 1 - Factors Affecting Law Enforcement in 2021 and 2022 2 - Analysis of Statistics
<input type="checkbox"/> Additional Staff Report Attached

COMMITTEE RECOMMENDATION:	
Committee	Not Applicable

IMPACTS:	
Expenditure Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Included in Budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Amount: \$	

RECOMMENDED ACTION:
Presentation only.

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 10/05/2022

AGENDA ITEM:	Budget Amendment 22-0401 Downtown Clock Refurbishment
EXHIBITS:	Budget Amendment
STAFFED BY:	Becky Erickson, Mayor
CATEGORY:	Workshop
MAYOR OK/Initial:	

SUMMARY STATEMENT:
<p>To allocate funds from capital equipment for repairs of the downtown clock on Front Street. Work was performed by Bill Austin, with the Mayor and City Council authorizing \$9,000 for the repairs.</p> <p>New clock equipment was installed, and sandblasting and repainting of the exterior were completed.</p>
<input type="checkbox"/> Additional Staff Report Attached

WORKSHOP DATE:	
10/05/2022	Not Applicable

IMPACTS:	
Expenditure Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Included in Budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Amount: \$ 9,000	

RECOMMENDED ACTION:
<p>Recommend approval of Budget Amendment 22-0401 allocating \$9,000 from the capital equipment fund for refurbishment of the clock on Front Street.</p> <p>Will bring back to Council for approval.</p>

CITY OF POULSBO
BUDGET AMENDMENT REQUEST FORM
(MAYOR/COUNCIL APPROVAL REQUIRED)

TO: Mayor Erickson
FROM: D Booher, Assistant City Administrator

DATE: 9/20/22

DESCRIPTION OF BUDGET AMENDMENT REQUEST:

To allocate funds from Capital Equipment for repairs of Downtown Clock on Front Street. Work was performed by Bill Austin with the Mayor and City Council Authorizing \$9,000 for the repairs. New clock equipment was installed and sandblasting and repainting the exterior were completed.

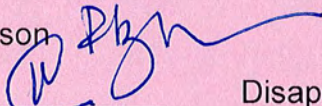
	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
DECREASE:	301 291800000	Budgeted Fund Balance	9,000
		Equipment Community	
INCREASE:	30114200059457 50000640	Services	9,000
INCREASE:			
INCREASE:			

NOTE: Attach separate sheet for more detail/line items if necessary

TO: Finance Director Booher

DATE: 9/22/22

FROM: Mayor Erickson

Approved  Disapproved _____

COMMENTS:

TO: Senior Accountant Ellington

DATE: 10/5/22

FROM: Finance Director Booher

DATE: 9/20/22

BA#: 22-0401

Note: This form should be reproduced on PINK paper

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 10/05/2022

AGENDA ITEM:	Mayor's Proposed Preliminary Budget
EXHIBITS:	
STAFFED BY:	Assistant City Administrator Booher/Senior Budget Acct Ellington
CATEGORY:	Workshop
MAYOR OK/Initial:	

SUMMARY STATEMENT:
<p>City Council's copy of the 2023-2024 Mayor's Proposed Preliminary Budget was made available on October 1, 2022.</p> <p>RCW 35.34.070 requires that the City's legislative body be provided with a proposed preliminary budget which provides the complete financial program, to include expenditures and revenues, for the last completed fiscal biennium, estimates for the current fiscal biennium and ensuing fiscal biennium.</p> <p>A presentation overview will be provided.</p>
<input type="checkbox"/> Additional Staff Report Attached

WORKSHOP DATE:	
	Recommended

IMPACTS:	
Expenditure Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Included in Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$

RECOMMENDED ACTION:
N/A

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 10/05/2022

AGENDA ITEM:	Minutes of September 7, 2022, City Council Special Meeting Minutes	
EXHIBITS:	Draft Minutes	
STAFFED BY:	City Clerk Fernandez	
CATEGORY:	Consent Agenda	
MAYOR OK/Initial:		

SUMMARY STATEMENT:
Attached are the draft minutes of the September 7, 2022, special City Council meeting for your review and approval.
<input type="checkbox"/> Additional Staff Report Attached

COMMITTEE RECOMMENDATION:

IMPACTS:	
Expenditure Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Included in Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Amount: \$

RECOMMENDED ACTION:
Approve/Approve with Modifications

SAMPLE MOTION:

Move to approve the September 7, 2022, special Council meeting minutes as presented.

POULSBO CITY COUNCIL WORKSHOP SPECIAL MEETING OF SEPTEMBER 7, 2022

MINUTES

PRESENT: Mayor Erickson; Councilmembers Livdahl, Lord, McGinty, McVey, Musgrove, Phillips, Stern

Staff: Administrative Services Manager/City Clerk Fernandez, Human Resources Manager Kingery, Judge Tolman, Assistant City Administrator Booher, IT Manager Williamson, Senior Accountant Lauren Ellington

MAJOR BUSINESS ITEMS

- * * * Administrative Services Budget Presentation
- * * * Municipal Court Budget Presentation
- * * * Information Technology Department Budget Presentation
- * * * Finance Department Budget Presentation
- * * * 2nd Quarter 2022 Financial Status Report
- * * * Monthly Sales Tax and Real Estate Excise Tax Report
- * * * Council Goals Discussion

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Erickson called the meeting to order at 5:00 p.m. and led the Pledge of Allegiance.

2. COMMENTS FROM CITIZENS

Mayor Erickson asked for citizen comments; no comments were received.

3. WORKSHOP AGENDA

a. Administrative Services Budget Presentation

Administrative Services Manager/City Clerk Fernandez presented the 2023-2024 Administrative Services and Legislative budgets. Administrative Services is requesting baseline adjustment requests for travel, training, and dues due to inflation costs, and three new program requests: 1) agenda management software, 2) one FTE increase, and 3) funding to outsource scanning services. The Legislative budget included baseline adjustment requests to double both travel and training due to rising costs of conferences and travel.

Discussion was held on the need to perform retention on old emails and the challenges with doing so; what type of public records requests are generally received

by the City; the legal fund and the City Attorney increasing their rates (however there won't be an ask to increase the legal fund due to using WCIA for pre-defense services); the lack of dedicated support for the Council and how the Clerks Office supports them; the historical staffing levels of the Clerk's Office; the process/ability to use travel/training from other Councilmembers who don't use their allocated funding; the cost of BKAT and if \$30,000 should be saved and stream the meetings from the website (and would that create an accessibility issue).

Mayor Erickson presented the Executive budget, with one baseline request to increase her miscellaneous line item back to its pre-pandemic level.

b. Municipal Court Budget Presentation

Judge Tolman presented the 2023-2024 Municipal Court budget and requested no new programs or baseline adjustment requests. He reviewed the Court's schedules, accomplishments and goals. He noted the backlog of cases were resolved and have three in the trial queue for a date certain.

c. Information Technology Department Budget Presentation

IT Manager Williamson presented 2023-2024 Information Technology Department Budget. Presentation highlights included 2021-22 accomplishments; goals; and 2023-24 requests (upgrade back up servers, upgrade Microsoft Office 365 license to Premium P1; purchase DUO multifactor authentication; and new FTE "IT Desktop multifactor authentication)

d. Finance Department Budget Presentation

Assistant City Administrator Booher presented the 2023-2024 Finance Department and other various budgets. Presentation highlights included highlights of what the Finance Department does; staffing; 2021-22 accomplishments; 2023-24 goals; new program requests (software for debt/lease reporting and tracking, contracting for ability to email utility bills, new FTE – most likely needed in 2025 but may need to re-evaluate depending on growth); review of 2023 general fund, central services and non-departmental; review of special revenue funds – Capital Improvement Fund, Real Estate Excise Tax, Transportation Development Fund, Lodging Tax Fund, Debt Service Funds, non-voted general obligation debt; and Capital Project Funds.

Discussion was held on how often indirect allocations are reviewed (annually) and how they are adjusted; reviewing the built in inflators due to CPI being 10.1% this year; if there is a better system to use for utility billing and what is being done to allow email reminders for bills; and a timeline for review of development impact fees.

At 7:08 p.m., Mayor Erickson recessed the meeting for a 10-minute break.

At 7:20 p.m., Mayor Erickson called the meeting back to order.

e. 2nd Quarter 2022 Financial Status Report Presentation

Assistant City Administrator Booher led a review and discussion of the 2nd Quarter 2022 Financial Status Reports outlining revenues, expenditures, financial policy compliance, cash and investment balance, and capital project status.

Discussion was held regarding the roundabout and tunnel, and who will own it and maintain it; insurance premium is a 40% increase and equipment is a 12-15% increase (both large risk pools are looking at incredible increases in costs – they are having issues finding carriers and we have experience factors affecting our personal rates); timeline for Raab Park Play-for-All project (delayed by the State, it won't be until next year);

f. Monthly Sales Tax and Real Estate Excise Tax Report

Assistant City Administrator Booher presented Sales Tax and Real Estate Excise Tax (REET) reports. The City exceeded half-a-million dollars in sales tax in one month for the first time. Revenues are 12% over the same period from last year, and year-to-date we are 8-9% over last year. Projections are on target for meeting budget for revenue collections. Construction (one-time dollars) are driving the increase.

REET is at \$348K, and we are at 140% of the budget projections right now.

Discussion held regarding when to use reserves for staffing needs; how staffing levels are analyzed and handled during recession (in government 85% of expenses are staff) and positions are evaluated when they become vacant.

g. Council Goals Discussion

Mayor Erickson and Administrative Services Manager/City Clerk Fernandez led a discussion about Council Goals needing to be updated for inclusion in the 2023-2024 budget. They presented the 2021-22 Council goals for review to aid in creating the 2023-2024 Council goals.

1. Develop and Implement a "Neighborhood Streets Maintenance Program" – **Completed/Remove**

Discussion was held on annually reviewing the current roads that are being constrained from having overlays because of utility concerns.

2. Develop Long Term Economic Development Plan – **hold and review next week.**

Objective/Workplan

- i. Annually address the Comprehensive Plan Update as appropriate.
Responsibility – Planning/Economic Development Committee/City Council
- ii. Explore and support the College Town concept, Nightlife Economy and appropriate business locations.
Responsibility – Planning/Economic Development Committee/City Council
- iii. Explore alternative and affordable housing solutions.
Responsibility – Housing, Health & Humans Services Committee, Planning/Economic Development Committee, City Council

Discussion:

- Councilmember Stern felt this was being done through the comprehensive plan process. Councilmember McGinty added it was ongoing.
- Councilmember Musgrove said the comp plan is part of the long term economic development plan. The comp plan gives you general direction, whereas a economic development plan is proactive and specific in goals in order to raise the economy other than just the comp plan. We don't have a long-term economic development plan. He asked why they don't need one? What is Poulsbo doing that is so special that they don't need an economic development plan? This is our mechanism to improve the economy broadly across our city.
- Councilmember Phillips asked in the last year who has looked at the goals? Councilmember McVey said he has. Councilmember Phillips wanted to make sure we have a purpose behind these goals and that we aren't just saying things to say them.
- Councilmember Musgrove thinks it needs to be redeveloped and will submit language for review for next week to discuss.

3. Research Options for a New Public Works Facility – Completed/Remove

4. Implement Dog Fish Creek Study – **KEEP GOAL**

(Responds to Community Goal #3 – Natural Environment)

Objective/Workplan

- i. Review Dog Fish Creek Study, identify projects in study and set remaining priorities.
Responsibility – Engineering
- ii. Establish Funding for Implementation of Prioritized Projects
 - Investigate Hattaland ParkResponsibility – City Council

- iii. Complete 8th Ave. Culvert Replacement
Responsibility – Engineering
- ~~iv. Remove brush and willows along State Route 305~~

5. Develop New Approaches to Promote, Engage, and Communicate with our Youth
– **rework and bring back next week**

(Responds to Community Goal #2 – Community Character)

Responsibility – City Council

Discussion:

- Councilmember McVey asked if it should not be broadened out, for example, develop new approaches to promote, engage and communicate with **our citizens with a special emphasis on** our youth.

6. Transition Plan for Executive Branch of Government – **rework to reflect what was discussed at the retreat**

(Responds to Community Goals #9 – Revenues and Financial Stability and #10 – Customer Service)

- ~~i. Hold a Council workshop in January 2021 to determine if it is feasible to fund a city administrator.
Responsibility – City Council~~
- ii. Structure needs to be determined prior to the filing for the next Mayoral election (May 2021).
Responsibility – City Council

Discussion:

- Councilmember Musgrove said transition must be decided before the Kitsap Auditor info is released, which was mentioned in 6ii, but they need to confirm the deadline and indications for decisions, budgeting and/or hiring well before January 2024. Do we want to see how well it works before the deadline. This needs to be reworked based on what was discussed at the workshop.

7. Reinforce and Establish Our Relationships with the Community Related to Diversity and Inclusivity – **rework and bring back next week**

(Responds to Community Goal #2 – Community Character and Community Goal #12 – Enhanced Communication and Participation)

- i. Combat racism in the community.
Responsibility – City Council
- ii. Reinforcing the City's relationship with the Suquamish Tribe.
Responsibility – City Council
- iii. Exploring a historical and cultural monument for the Suquamish Tribe and Port Gamble S'Klallam Tribe in Muriel Iverson Waterfront Park.
Responsibility – City Council

Discussion:

- Councilmember Musgrove would like to see some rework of this one as well. For example, for 7i, "identify existing racism types, sources and victims, analyze appropriate and effective responses and solutions, both governmental and community." He would like to see something more specific in looking for more effectiveness than "combat racism in the community". What are we planning to do about it is what he is looking for. Likewise, 7ii, that has been a priority for the City for 20+ years, so he is not sure it needs its own. But he made a note to consult with the tribal representatives to compare relationship strengths and weaknesses, develop equitable learning and action plans with specific goals. For 7iii, it needs to be following item 2 for reference and knowledge. We need to learn from number 2 before we do number 3. He also noted the above does not address inclusivity of all of our diversity equitably. It is not limited to just race.
- Councilmember Stern said they have received direct testimony from a few saying there are other communities of color besides the Tribe, and they may feel overlooked. That is an area they can improve upon, but they need to understand what they are dealing with so they can address it in a meaningful way.

8. Support the Construction of the Poulsbo Event and Recreation Center
(Responds to Community Goal #4 – Capital Facilities) **rework and bring back next week**

Objective/Workplan

- i. Develop design/scope of work and proposed budget for construction.
Responsibility – Mayor/Engineering/Public Works/Community Services Committee
- ii. Review design/scope of work and proposed budget.
Responsibility – City Council

9. Support Community Recovery from the COVID-19 Pandemic - **Completed/Remove**

Mayor Erickson asked them to email the reworked drafts to the City Clerk to include in the next discussion.

Councilmember McVey encouraged them to review the goals once a quarter. Mayor Erickson said they could be brought back in January.

Councilmember Stern said they need to ask if there is anything this council wants to address that they are not hearing in the department presentations and the Mayor's

presentation. Is there something else they want to address, or do they feel they are on the right track.

Councilmember McVey said perhaps they could explore downtown parking, and it could be added to economic development.

Councilmember Stern questioned if they needed to add housing the list or is it being addressed by the Mayor and staff. Councilmember Musgrove thinks they should, but he doesn't understand how it is something that Council could solve on their own; it definitely needs to be a council priority. Mayor Erickson said affordable housing is part of 2iii.

Councilmember Musgrove said they should probably look at the retreat notes for additional topics they may want to turn into goals.

Councilmember Stern said one of their goals may be to re-review their zoning code, specific to housing need, demand, and opportunity. There is more than Nordic Cottages that they can do.

4. CONTINUED COMMENTS FROM CITIZENS

Dr. Carolynn Zimmers she said a goal the Council should consider is seeing what can be done about our current inadequate medical care resources. Long hospital wait times have negative health care impacts. Are there alternate health care options or could a hospital district be researched.

Pam Keeley said she was glad to hear the discussion of expanding what equity and inclusivity means and noted senior citizens rely on channel 12/BKAT because they are not tech savvy. One of the goals was emphasis on youth, but no focus on seniors. 40 percent of Pousbo's population will be over 60 in the next ten year. That seems like a missing goal. She shared some packets of information with three articles, and explained what each of the articles were about.

Lauren Lessor moved to Pousbo in 2019, but it seemed weird there was no tribal acknowledgement. She would like to see a healing monument at waterfront park. It would do so much for the community. It would be so beautiful, and she thinks other citizens agree. She also thanked everyone for the accessibility of these meetings with the AV and IT.

Rick Eckert said Homecoming is coming soon and it is the 100th anniversary. It is going to be a big deal. Please come out and support them. For their diversity goal, they could review the school connections presentations, each has demographic data from the schools (student data).

5. ADJOURNMENT

At 8:44 p.m., Mayor Erickson adjourned the meeting.

Rebecca Erickson, Mayor

ATTEST:

Rhiannon Fernandez, CMC, City Clerk

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 10/05/2022

AGENDA ITEM:	Minutes of August 3, 2022, Finance-Admin Committee Minutes
EXHIBITS:	Draft Minutes
STAFFED BY:	City Clerk Fernandez
CATEGORY:	Consent Agenda
MAYOR OK/Initial:	

SUMMARY STATEMENT:
Attached are the draft minutes of the August 3, 2022, Finance-Admin Committee meeting for your review and approval.
<input type="checkbox"/> Additional Staff Report Attached

COMMITTEE RECOMMENDATION:

IMPACTS:	
Expenditure Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Included in Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Amount: \$

RECOMMENDED ACTION:
Approve/Approve with Modifications

SAMPLE MOTION:

Move to approve the August 3, 2022, Finance-Admin committee minutes as presented.



Finance/Administration Committee

Subject	Meeting Minutes	Date	08/03/2022
Recorder	City Clerk Rhiannon Fernandez	Start Time	5:00 PM
Committee Chair	Gary McVey	End Time	5:41PM
Committee Members	Jeff McGinty, Gary McVey, Ed Stern		
Staff Present	Mayor Erickson, Finance Director Booher, Planning & Economic Development Director Wright, City Clerk Fernandez		

Meeting Video: <https://cityofpoulsbo.com/poulsbo-city-council/city-council-watch-recorded-city-council-committee-meetings/>

Agenda		
No.	Topic	Action/Recommendation/Discussion
1.	Administrative:	
	a. Questions & Concerns of the Committee	Erickson gave an update on the parking garage discussion and her approach for the council retreat (existing parking lots were not paid by the city, but by local improvement districts).
	b. Agenda and Extended Agenda Review	McVey absent 8/17/22
	c. Committee Meeting Minutes – 07/20/22	Approved.
	d. Citizen Comments	None.
2.	Agenda Items:	
	a. Update on Condemnation Process (Wright)	<input checked="" type="checkbox"/> Discussed
	b. Update on former Public Works Facility (Erickson)	<input checked="" type="checkbox"/> Discussed
	c. Monthly Sales Tax & Real Estate Excise Tax (Booher)	<input checked="" type="checkbox"/> Discussed
	d. Troll Artwork Update (Erickson)	<input checked="" type="checkbox"/> Discussed – To be discussed no earlier than September once we hear back from the artist with a draft contract.
3.	Mayor and Department Head Comments:	
		Booher reported they are adding language to the Tenant Authorization Form that if the tenant is on the shut off list more than twice, the notice will go back to the property owner; they have 2+ years of surplus items and it will be done in batches; a budget amendment will be coming forward on August 10 for \$30K to purchase cameras that can automatically track who is speaking to

		<p>improve the quality of the commission meetings in the Chambers (paid from PEG fees); starting the second debt issue to order the second round for police cars; CPI came in at 10.1% this year.</p> <p>Fernandez reviewed the Council's travel and training budget and asked if they wanted her to submit a Baseline Adjustment Request for council's consideration during the 2023-2024 budget process. The committee recommended submitting a BAR doubling both funds due to the rising costs of hotels, gas, and conference registrations.</p>
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POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 10/05/2022

AGENDA ITEM:	Excuse Absence for Councilmembers McVey and Stern	
EXHIBITS:		
STAFFED BY:	City Clerk Fernandez	
CATEGORY:	Consent Agenda	
MAYOR OK/Initial:		

SUMMARY STATEMENT:
<p>Council approval is required to excuse councilmember absences. Councilmember Stern and Councilmember McVey were absent from the September 21, 2022, Poulsbo Council meeting.</p>
<input type="checkbox"/> Additional Staff Report Attached

COMMITTEE RECOMMENDATION:	
Committee	Not Applicable

IMPACTS:	
Expenditure Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Included in Budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Amount: \$	

RECOMMENDED ACTION:
<p>Approve Councilmember Stern's and Councilmember McVey's absences from the September 21, 2022, Council meeting.</p>

SAMPLE MOTION:

MOVE to approve Councilmember Stern's and Councilmember McVey's absences from the September 21, 2022, Council meeting.

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 10/05/2022

AGENDA ITEM:	Payable Disbursements for August 2022
EXHIBITS:	(a) Monthly Payable Disbursement Register (b) Check Register (c) EFT Register
STAFFED BY:	Finance Director Booher
CATEGORY:	Consent Agenda
MAYOR OK/Initial:	<input style="width: 100px; height: 20px;" type="text"/>

SUMMARY STATEMENT:	
<p>To approve Payable Disbursements for the period of August 1, 2022 through August 31, 2022, in the amount of \$3,625,772.44 to include Accounts Payable Check Numbers 10046619 through 10046860, Accounts Payable Voucher Numbers V9003391 through V9003444, Payroll Check Numbers 30048605 through 30048885 and Electronic Disbursement Numbers 222-088 through 222-100.</p>	
<input type="checkbox"/> Additional Staff Report Attached	

WORKSHOP DATE:	
	Recommended

IMPACTS:	
Expenditure Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Included in Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$

RECOMMENDED ACTION:	
<p>To approve Payable Disbursements for the period of August 1, 2022 through August 31, 2022, in the amount of \$3,625,772.44 to include Accounts Payable Check Numbers 10046619 through 10046860, Accounts Payable Voucher Numbers V9003391 through V9003444, Payroll Check Numbers 30048605 through 30048885 and Electronic Disbursement Numbers 222-088 through 222-100.</p>	

SAMPLE MOTION:

See Consent Agenda Motion.



DISBURSEMENT REGISTER
August 2022

ACCOUNTS PAYABLE CLAIMS

Check Date	Check & Voucher Numbers			Amount
	From	To		
8/03/2022	10046619	10046675	\$	54,871.67
	V9003391	V9003398	\$	601,829.34
8/10/2022	10046676	10046721	\$	398,347.98
	V9003399	V9003406	\$	5,908.58
8/17/2022	10046722	10046756	\$	160,474.95
	V9003407	V9003410	\$	1,242.84
8/25/2022	10046757	10046815	\$	134,492.92
	9003411	9003421	\$	30,545.43
	V9003422	V9003437	\$	23,362.95
8/31/2022	10046816	10046860	\$	72,655.95
	V9003438	V9003444	\$	11,777.75
8/23/2022	10045720	VOID	\$	(87.24)
EXPLANATION OF VOIDS, IF ANY				

Total Checks: \$ 1,495,423.12

PAYROLL

Check Date	Check Numbers			Amount
	From	To		
8/05/2022	30048605	30048747	\$	290,074.00
8/19/2022	30048748	30048885	\$	285,610.36

Total Checks: \$ 575,684.36

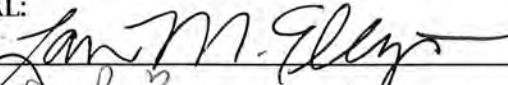
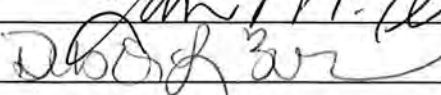
EFT PAYMENTS

EFT Number				Amount
222-	088	\$		68,204.91
222-	089	\$		103,095.05
222-	090	\$		173,410.25
222-	091	\$		805.32
222-	092	\$		1,168.93
222-	093	\$		76.00
222-	094	\$		964,861.11
222-	095	\$		26,488.77
222-	096	\$		2,978.45
222-	097	\$		37,479.59
222-	098	\$		68,360.82
222-	099	\$		101,386.83
222-	100	\$		6,348.93

Total EFTs: \$ 1,554,664.96

TOTAL ALL DISBURSEMENTS: \$ 3,625,772.44

APPROVAL:

(Audited by Lauren Ellington)

(Finance Director)

CENTRAL SQUARE
DATE: 09/15/2022
TIME: 12:19:59

CITY OF POULSBORO
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 1
ACCTPA21
ACCOUNTING PERIOD: 9/22

SELECTION CRITERIA: chkstat.rundate between '20220801 00:00:00.000' and '20220831 00:00:00.000'

DISTRIBUTION FUND: 999

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
222088	08/05/2022	DEPARTMENT OF RETIREMENT	M	68204.91	MANUAL CHECK
222089	08/04/2022	INTERNAL REVENUE SERVICE	M	103095.05	MANUAL CHECK
222090	08/05/2022	NW ADMIN TRANSFER ACCOUNT	M	173410.25	MANUAL CHECK
222091	08/05/2022	COLONIAL INSURANCE	M	805.32	MANUAL CHECK
222092	08/10/2022	GLOBAL PAYMENTS DIRECT IN	M	1168.93	MANUAL CHECK
222093	08/10/2022	KEY BANK N.A.	M	76.00	MANUAL CHECK
222094	08/10/2022	KEY BANK N.A.	M	964861.11	MANUAL CHECK
222095	08/12/2022	CENEX FLEETCARD	M	26488.77	MANUAL CHECK
222096	08/15/2022	OFFICE OF STATE TREASURER	M	2978.45	MANUAL CHECK
222097	08/25/2022	ST OF WA DEPT OF REVENUE	M	37479.59	MANUAL CHECK
222098	08/19/2022	DEPARTMENT OF RETIREMENT	M	68360.82	MANUAL CHECK
222099	08/19/2022	INTERNAL REVENUE SERVICE	M	101386.83	MANUAL CHECK
222100	08/25/2022	NORTH AMERICAN BANCARD HO	M	6348.93	MANUAL CHECK
* 9003411	08/25/2022	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
9003412	08/25/2022	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
9003413	08/25/2022	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
9003414	08/25/2022	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
9003415	08/25/2022	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
9003416	08/25/2022	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
9003417	08/25/2022	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
9003418	08/25/2022	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
9003419	08/25/2022	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
9003420	08/25/2022	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
9003421	08/25/2022	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
*10045720	08/23/2022	JORDAN RAY	R	30545.43	ACCOUNTS PAYABLE CHECK
*10046619	08/03/2022	ALVES CLAUDIA	R	-87.24	VOID MANUAL CHECK
10046620	08/03/2022	ARAMARK UNIFORM SERVICES	R	102.58	ACCOUNTS PAYABLE CHECK
10046621	08/03/2022	BAUER RANDOLPH J	R	94.10	ACCOUNTS PAYABLE CHECK
10046622	08/03/2022	BELFAIR HOSE AND SUPPLY I	R	436.71	ACCOUNTS PAYABLE CHECK
10046623	08/03/2022	BLUE SKY PRINTING LLC	R	56.75	ACCOUNTS PAYABLE CHECK
10046624	08/03/2022	BRANDON K MILLER	R	40.11	ACCOUNTS PAYABLE CHECK
10046625	08/03/2022	CASCADE COLUMBIA DISTRIBU	R	247.50	ACCOUNTS PAYABLE CHECK
10046626	08/03/2022	COLEMAN LEWIS S	R	1977.87	ACCOUNTS PAYABLE CHECK
10046627	08/03/2022	CONSOLIDATED ELECTRICAL D	R	270.35	ACCOUNTS PAYABLE CHECK
10046628	08/03/2022	DAQUILANTE ELISABETH	R	873.60	ACCOUNTS PAYABLE CHECK
10046629	08/03/2022	PARSE DARREN	R	120.00	ACCOUNTS PAYABLE CHECK
10046630	08/03/2022	DOLEZEL JANINE M	R	60.00	ACCOUNTS PAYABLE CHECK
10046631	08/03/2022	ERICKSON KATIE	R	156.85	ACCOUNTS PAYABLE CHECK
10046632	08/03/2022	FERGUSON ENTERPRISES INC	R	121.00	ACCOUNTS PAYABLE CHECK
10046633	08/03/2022	FRENCH TIMOTHY L & KRISTI	R	260.58	ACCOUNTS PAYABLE CHECK
10046634	08/03/2022	HAUF ANTONE	R	10.01	ACCOUNTS PAYABLE CHECK
10046635	08/03/2022	HARRISON JR GEORGE MICHA	R	6642.09	ACCOUNTS PAYABLE CHECK
10046636	08/03/2022	HARTMAN ANNA & ANSEL	R	45.29	ACCOUNTS PAYABLE CHECK
10046637	08/03/2022	HOLLAND KENNETH L & CARI	R	9.52	ACCOUNTS PAYABLE CHECK
10046638	08/03/2022	HOLWEGER JEAN F TRUSTEE O	R	133.71	ACCOUNTS PAYABLE CHECK
10046639	08/03/2022	HOMES ROGER W	R	169.44	ACCOUNTS PAYABLE CHECK
10046640	08/03/2022	HUDSON HOLDING COMPANY IN	R	126.58	ACCOUNTS PAYABLE CHECK
10046641	08/03/2022	KANNE ELISABETH & DORNY M	R	230.64	ACCOUNTS PAYABLE CHECK
10046642	08/03/2022	KELLEY IMAGING SYSTEMS IN	R	250.41	ACCOUNTS PAYABLE CHECK
10046643	08/03/2022	KELLEY IMAGING SYSTEMS IN	R	1212.88	ACCOUNTS PAYABLE CHECK
10046644	08/03/2022	KITSAP TIRE CENTER INC	R	27.99	ACCOUNTS PAYABLE CHECK
10046645	08/03/2022	KONG MICHAEL & ELSIE	R	792.79	ACCOUNTS PAYABLE CHECK
10046646	08/03/2022	LAKESIDE INDUSTRIES	R	47.26	ACCOUNTS PAYABLE CHECK
				359.50	ACCOUNTS PAYABLE CHECK

CENTRAL SQUARE
DATE: 09/15/2022
TIME: 12:19:59

CITY OF POULSBOROUGH
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 2
ACCTPA21
ACCOUNTING PERIOD: 9/22

SELECTION CRITERIA: chkstat.rundate between '20220801 00:00:00.000' and '20220831 00:00:00.000'

10046647	08/03/2022	LOWELL TIMOTHY ANDREW	R	2714.95	ACCOUNTS PAYABLE CHECK
10046648	08/03/2022	MATHIS CHRISTIAN & KIMBER	R	18.42	ACCOUNTS PAYABLE CHECK
10046649	08/03/2022	MAYOU CHIE	R	213.45	ACCOUNTS PAYABLE CHECK
10046650	08/03/2022	MCKENNA DOUGLAS K & CANDA	R	31.59	ACCOUNTS PAYABLE CHECK
10046651	08/03/2022	NORTH KITSAP SCHOOL DISTR	R	243.10	ACCOUNTS PAYABLE CHECK
10046652	08/03/2022	OGLETREE DEAKINS	R	1611.50	ACCOUNTS PAYABLE CHECK
10046653	08/03/2022	O'REILLY AUTO PARTS	R	29.53	ACCOUNTS PAYABLE CHECK
10046654	08/03/2022	PARAMETRIX INC	R	4390.30	ACCOUNTS PAYABLE CHECK
10046655	08/03/2022	PENINSULA PAINT COMPANY	R	188.42	ACCOUNTS PAYABLE CHECK
10046656	08/03/2022	PERTEET ENGINEERING	R	8908.75	ACCOUNTS PAYABLE CHECK
10046657	08/03/2022	POULSBOROUGH HISTORICAL SOCIETY	R	7804.62	ACCOUNTS PAYABLE CHECK
10046658	08/03/2022	REEVES JOHN D & LISA C	R	21.62	ACCOUNTS PAYABLE CHECK
10046659	08/03/2022	RICOH USA INC	R	237.97	ACCOUNTS PAYABLE CHECK
10046660	08/03/2022	SIX ROBBLES' INC.	R	466.23	ACCOUNTS PAYABLE CHECK
10046661	08/03/2022	TACOMA SCREW PRODUCTS INC	R	89.77	ACCOUNTS PAYABLE CHECK
10046662	08/03/2022	BRIDGESTONE AMERICAS TIRE	R	1324.43	ACCOUNTS PAYABLE CHECK
10046663	08/03/2022	THE HOME DEPOT PRO INSTIT	R	334.08	ACCOUNTS PAYABLE CHECK
10046664	08/03/2022	SEATTLE TIMES COMPANY	R	176.17	ACCOUNTS PAYABLE CHECK
10046665	08/03/2022	TNT FIREWORKS	R	50.00	ACCOUNTS PAYABLE CHECK
10046666	08/03/2022	US BANK CORPORATE PAYMENT	R	114.18	ACCOUNTS PAYABLE CHECK
10046667	08/03/2022	VANTAGEPOINT TRANSFER AGE	R	1365.00	ACCOUNTS PAYABLE CHECK
10046668	08/03/2022	WALKERSHIP LLC	R	1888.60	ACCOUNTS PAYABLE CHECK
10046669	08/03/2022	WA ST DEPT OF ECOLOGY	R	4915.00	ACCOUNTS PAYABLE CHECK
10046670	08/03/2022	WATTERS ROBERT L & ELSIE	R	288.96	ACCOUNTS PAYABLE CHECK
10046671	08/03/2022	WESTBAY AUTO PARTS	V	0.00	VOID: MULTI STUB CHECK
10046672	08/03/2022	WESTBAY AUTO PARTS	R	2329.18	ACCOUNTS PAYABLE CHECK
10046673	08/03/2022	WILLIAMS STEPHAN & WILLIA	R	150.79	ACCOUNTS PAYABLE CHECK
10046674	08/03/2022	YEADON TIFFANY	R	17.75	ACCOUNTS PAYABLE CHECK
10046675	08/03/2022	ZELLER MISTY	R	71.20	ACCOUNTS PAYABLE CHECK
10046676	08/10/2022	AFLAC INSURANCE	R	1644.80	ACCOUNTS PAYABLE CHECK
10046677	08/10/2022	AGC & MOBILE RADIO	R	573.29	ACCOUNTS PAYABLE CHECK
10046678	08/10/2022	LAW OFFICE OF THOMAS S AL	R	772.50	ACCOUNTS PAYABLE CHECK
10046679	08/10/2022	ARAMARK UNIFORM SERVICES	R	94.10	ACCOUNTS PAYABLE CHECK
10046680	08/10/2022	AT&T FINANCE	R	36.66	ACCOUNTS PAYABLE CHECK
10046681	08/10/2022	BAINBRIDGE DISPOSAL INC	R	51435.80	ACCOUNTS PAYABLE CHECK
10046682	08/10/2022	BHC CONSULTANTS LLC	R	4682.50	ACCOUNTS PAYABLE CHECK
10046683	08/10/2022	BLUE SKY PRINTING LLC	R	81.00	ACCOUNTS PAYABLE CHECK
10046684	08/10/2022	CDW LLC	R	34546.74	ACCOUNTS PAYABLE CHECK
10046685	08/10/2022	CITY OF BREMERTON	R	2095.67	ACCOUNTS PAYABLE CHECK
10046686	08/10/2022	DEPT OF L & I - ELEVATOR	R	207.90	ACCOUNTS PAYABLE CHECK
10046687	08/10/2022	FASTENAL INDUSTRIAL & CON	R	61.15	ACCOUNTS PAYABLE CHECK
10046688	08/10/2022	FERGUSON ENTERPRISES INC	R	342.98	ACCOUNTS PAYABLE CHECK
10046689	08/10/2022	GRAY & OSBORNE INC	R	6722.46	ACCOUNTS PAYABLE CHECK
10046690	08/10/2022	GRETTE ASSOCIATES LLC	R	1149.00	ACCOUNTS PAYABLE CHECK
10046691	08/10/2022	GUARDIAN SECURITY SYSTEMS	R	611.52	ACCOUNTS PAYABLE CHECK
10046692	08/10/2022	KEATING BUCKLIN & MCCORMA	R	440.00	ACCOUNTS PAYABLE CHECK
10046693	08/10/2022	KELLEY IMAGING SYSTEMS INC	R	242.86	ACCOUNTS PAYABLE CHECK
10046694	08/10/2022	JASON KENNEDY	R	627.00	ACCOUNTS PAYABLE CHECK
10046695	08/10/2022	KITSAP 911 PUBLIC AUTHORI	R	7561.92	ACCOUNTS PAYABLE CHECK
10046696	08/10/2022	KITSAP COUNTY PUBLIC WORK	R	71291.00	ACCOUNTS PAYABLE CHECK
10046697	08/10/2022	INT BUSINESS INFORMATION	R	2961.25	ACCOUNTS PAYABLE CHECK
10046698	08/10/2022	LEXIPOL LLC	R	5000.00	ACCOUNTS PAYABLE CHECK
10046699	08/10/2022	LOOMIS	R	262.57	ACCOUNTS PAYABLE CHECK
10046700	08/10/2022	LOWELL TIMOTHY ANDREW	R	2166.80	ACCOUNTS PAYABLE CHECK
10046701	08/10/2022	NET TRANSCRIPTS	R	538.22	ACCOUNTS PAYABLE CHECK
10046702	08/10/2022	SHINE QUARRY LLC	R	814.56	ACCOUNTS PAYABLE CHECK
10046703	08/10/2022	O'REILLY AUTO PARTS	R	205.53	ACCOUNTS PAYABLE CHECK

CENTRAL SQUARE
DATE: 09/15/2022
TIME: 12:19:59

CITY OF POULSBO
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 3
ACCTPA21
ACCOUNTING PERIOD: 9/22

SELECTION CRITERIA: chkstat.rundate between '20220801 00:00:00.000' and '20220831 00:00:00.000'

10046704	08/10/2022	PACIFIC WINDOW CLEANING I	R	950.00	ACCOUNTS PAYABLE CHECK
10046705	08/10/2022	THE PAPE GROUP INC	R	72.05	ACCOUNTS PAYABLE CHECK
10046706	08/10/2022	PENINSULA FIRE SERVICE IN	R	21.79	ACCOUNTS PAYABLE CHECK
10046707	08/10/2022	PUGET SOUND ENERGY	R	704.43	ACCOUNTS PAYABLE CHECK
10046708	08/10/2022	HENDERSON ROBIN	R	81.90	ACCOUNTS PAYABLE CHECK
10046709	08/10/2022	SHERWIN-WILLIAMS	R	25.96	ACCOUNTS PAYABLE CHECK
10046710	08/10/2022	SIERRA SANTA FE CORPORATI	R	190068.21	ACCOUNTS PAYABLE CHECK
10046711	08/10/2022	SITEONE LANDSCAPE SUPPLY	R	529.19	ACCOUNTS PAYABLE CHECK
10046712	08/10/2022	SOUND REPROGRAPHICS	R	996.14	ACCOUNTS PAYABLE CHECK
10046713	08/10/2022	STERICYCLE INC	R	10.36	ACCOUNTS PAYABLE CHECK
10046714	08/10/2022	SYSTEMS FOR PUBLIC SAFETY	R	574.23	ACCOUNTS PAYABLE CHECK
10046715	08/10/2022	TEAMSTERS LOCAL 589	R	4374.00	ACCOUNTS PAYABLE CHECK
10046716	08/10/2022	THE HOME DEPOT PRO INSTIT	R	627.87	ACCOUNTS PAYABLE CHECK
10046717	08/10/2022	SEATTLE TIMES COMPANY	R	245.30	ACCOUNTS PAYABLE CHECK
10046718	08/10/2022	SPECTRA LABORATORIES - KI	R	184.00	ACCOUNTS PAYABLE CHECK
10046719	08/10/2022	HD SUPPLY FACILITIES MAIN	R	294.29	ACCOUNTS PAYABLE CHECK
10046720	08/10/2022	VERSATILE MOBILE SYSTEMS	R	518.48	ACCOUNTS PAYABLE CHECK
10046721	08/10/2022	WA ST CRIMINAL JUSTICE TR	R	900.00	ACCOUNTS PAYABLE CHECK
10046722	08/17/2022	ARAMARK UNIFORM SERVICES	R	94.10	ACCOUNTS PAYABLE CHECK
10046723	08/17/2022	FIRSTNET	R	46.08	ACCOUNTS PAYABLE CHECK
10046724	08/17/2022	AUTOGLASS PLUS INC	R	43.63	ACCOUNTS PAYABLE CHECK
10046725	08/17/2022	CITY OF POULSBO	R	417.00	ACCOUNTS PAYABLE CHECK
10046726	08/17/2022	COATES DESIGN INC.	R	2280.00	ACCOUNTS PAYABLE CHECK
10046727	08/17/2022	CODE PUBLISHING COMPANY	R	480.00	ACCOUNTS PAYABLE CHECK
10046728	08/17/2022	CONSOLIDATED ELECTRICAL D	R	71.25	ACCOUNTS PAYABLE CHECK
10046729	08/17/2022	DAQUILANTE ELISABETH	R	32.00	ACCOUNTS PAYABLE CHECK
10046730	08/17/2022	GRAY & OSBORNE INC	R	18517.50	ACCOUNTS PAYABLE CHECK
10046731	08/17/2022	HUDSON HOLDING COMPANY IN	R	371.12	ACCOUNTS PAYABLE CHECK
10046732	08/17/2022	KITSAP COUNTY HUMANE SOCI	R	2775.00	ACCOUNTS PAYABLE CHECK
10046733	08/17/2022	KELLEY IMAGING SYSTEMS IN	R	170.52	ACCOUNTS PAYABLE CHECK
10046734	08/17/2022	KIRBY BUILT PRODUCTS INC.	R	5023.12	ACCOUNTS PAYABLE CHECK
10046735	08/17/2022	KITSAP COUNTY PUBLIC WORK	R	56698.81	ACCOUNTS PAYABLE CHECK
10046736	08/17/2022	KITSAP COUNTY AUDITOR	R	309.50	ACCOUNTS PAYABLE CHECK
10046737	08/17/2022	KITSAP TOWING	R	794.93	ACCOUNTS PAYABLE CHECK
10046738	08/17/2022	HAROLD LEMAY ENTERPRISES	R	28.14	ACCOUNTS PAYABLE CHECK
10046739	08/17/2022	LOWELL TIMOTHY ANDREW	R	3300.80	ACCOUNTS PAYABLE CHECK
10046740	08/17/2022	OAS JAMES F	R	600.00	ACCOUNTS PAYABLE CHECK
10046741	08/17/2022	KITSAP COUNTY PUBLIC WORK	R	56395.05	ACCOUNTS PAYABLE CHECK
10046742	08/17/2022	O'REILLY AUTO PARTS	R	28.68	ACCOUNTS PAYABLE CHECK
10046743	08/17/2022	THE PAPE GROUP INC	R	191.54	ACCOUNTS PAYABLE CHECK
10046744	08/17/2022	PORT ORCHARD SAND & GRAVE	R	327.60	ACCOUNTS PAYABLE CHECK
10046745	08/17/2022	PUGET SOUND ENERGY	R	4504.96	ACCOUNTS PAYABLE CHECK
10046746	08/17/2022	COAST DO IT BEST HARDWARE	R	5.45	ACCOUNTS PAYABLE CHECK
10046747	08/17/2022	SHERWIN-WILLIAMS	R	114.20	ACCOUNTS PAYABLE CHECK
10046748	08/17/2022	SILKE COMMUNICATIONS SOLU	R	305.90	ACCOUNTS PAYABLE CHECK
10046749	08/17/2022	SYSTEMS FOR PUBLIC SAFETY	R	62.33	ACCOUNTS PAYABLE CHECK
10046750	08/17/2022	BRIDGESTONE AMERICAS TIRE	R	300.67	ACCOUNTS PAYABLE CHECK
10046751	08/17/2022	THE HOME DEPOT PRO INSTIT	R	520.59	ACCOUNTS PAYABLE CHECK
10046752	08/17/2022	T-MOBILE	R	36.16	ACCOUNTS PAYABLE CHECK
10046753	08/17/2022	SPECTRA LABORATORIES - KI	R	276.00	ACCOUNTS PAYABLE CHECK
10046754	08/17/2022	ULINE INC	R	185.62	ACCOUNTS PAYABLE CHECK
10046755	08/17/2022	WA STATE DEPT OF LICENSIN	R	126.00	ACCOUNTS PAYABLE CHECK
10046756	08/17/2022	WALKERSHIP LLC	R	5040.70	ACCOUNTS PAYABLE CHECK
10046757	08/25/2022	ARAMARK UNIFORM SERVICES	R	94.10	ACCOUNTS PAYABLE CHECK
10046758	08/25/2022	ASHLEY MARSH	R	546.00	ACCOUNTS PAYABLE CHECK
10046759	08/25/2022	BELIEVE IN RECOVERY	R	1327.50	ACCOUNTS PAYABLE CHECK
10046760	08/25/2022	BERK CONSULTING INC	R	2072.50	ACCOUNTS PAYABLE CHECK

CENTRALSQUARE
DATE: 09/15/2022
TIME: 12:19:59

CITY OF POULSBRO
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 4
ACCTPA21
ACCOUNTING PERIOD: 9/22

SELECTION CRITERIA: chkstat.rundate between '20220801 00:00:00.000' and '20220831 00:00:00.000'

10046761	08/25/2022	BLUE SKY PRINTING LLC	R	238.29	ACCOUNTS PAYABLE CHECK
10046762	08/25/2022	BLUE SKY PRINTING LLC (HD	R	3117.97	ACCOUNTS PAYABLE CHECK
10046763	08/25/2022	BMC EAST LLC	R	715.61	ACCOUNTS PAYABLE CHECK
10046764	08/25/2022	CASCADE COLUMBIA DISTRIBU	R	729.64	ACCOUNTS PAYABLE CHECK
10046765	08/25/2022	CASCADE NATURAL GAS CORPO	R	13.78	ACCOUNTS PAYABLE CHECK
10046766	08/25/2022	CASCADE NATURAL GAS CORPO	R	22.83	ACCOUNTS PAYABLE CHECK
10046767	08/25/2022	CASCADE NATURAL GAS CORPO	R	13.78	ACCOUNTS PAYABLE CHECK
10046768	08/25/2022	CASCADE NATURAL GAS CORPO	R	17.80	ACCOUNTS PAYABLE CHECK
10046769	08/25/2022	CASCADE NATURAL GAS CORPO	R	18.82	ACCOUNTS PAYABLE CHECK
10046770	08/25/2022	CHS INC	R	129.20	ACCOUNTS PAYABLE CHECK
10046771	08/25/2022	CITY OF POULSBRO	R	34068.95	ACCOUNTS PAYABLE CHECK
10046772	08/25/2022	COMCAST	R	71.95	ACCOUNTS PAYABLE CHECK
10046773	08/25/2022	CROSS SOUND LAW GROUP PLL	R	140.00	ACCOUNTS PAYABLE CHECK
10046774	08/25/2022	CRYSTAL VIEW POULSBRO LLC	R	1000.00	ACCOUNTS PAYABLE CHECK
10046775	08/25/2022	LN CURTIS AND SONS	R	700.52	ACCOUNTS PAYABLE CHECK
10046776	08/25/2022	DAQUILANTE ELISABETH	R	160.00	ACCOUNTS PAYABLE CHECK
10046777	08/25/2022	PARSE DARREN	R	60.00	ACCOUNTS PAYABLE CHECK
10046778	08/25/2022	DEPT OF LICENSING - DRIVE	R	2.12	ACCOUNTS PAYABLE CHECK
10046779	08/25/2022	DOCUSIGN INC	R	3013.92	ACCOUNTS PAYABLE CHECK
10046780	08/25/2022	FBI LEEDA	R	695.00	ACCOUNTS PAYABLE CHECK
10046781	08/25/2022	FERGUSON ENTERPRISES INC	R	4370.96	ACCOUNTS PAYABLE CHECK
10046782	08/25/2022	GALLS LLC	R	312.73	ACCOUNTS PAYABLE CHECK
10046783	08/25/2022	GORDON - GT & ASSOCIATES	R	1403.13	ACCOUNTS PAYABLE CHECK
10046784	08/25/2022	WW GRAINGER INC	R	93.01	ACCOUNTS PAYABLE CHECK
10046785	08/25/2022	GUTERSON HENRY	R	5555.00	ACCOUNTS PAYABLE CHECK
10046786	08/25/2022	INTERSTATE BATTERY	R	981.69	ACCOUNTS PAYABLE CHECK
10046787	08/25/2022	KEATING BUCKLIN & MCCORMA	R	577.50	ACCOUNTS PAYABLE CHECK
10046788	08/25/2022	KELLEY IMAGING SYSTEMS IN	R	12.92	ACCOUNTS PAYABLE CHECK
10046789	08/25/2022	KELLEY IMAGING SYSTEMS IN	R	220.78	ACCOUNTS PAYABLE CHECK
10046790	08/25/2022	KITSAP COUNTY PUBLIC DEFE	R	10416.66	ACCOUNTS PAYABLE CHECK
10046791	08/25/2022	KITSAP TIRE CENTER INC	R	1588.59	ACCOUNTS PAYABLE CHECK
10046792	08/25/2022	KPFF CONSULTING ENGINEERS	R	3068.47	ACCOUNTS PAYABLE CHECK
10046793	08/25/2022	LOWELL TIMOTHY ANDREW	R	3363.80	ACCOUNTS PAYABLE CHECK
10046794	08/25/2022	MERCHANT PATROL SECURITY	R	5765.76	ACCOUNTS PAYABLE CHECK
10046795	08/25/2022	NORTH COAST ELECTRIC CO	R	195.69	ACCOUNTS PAYABLE CHECK
10046796	08/25/2022	O'REILLY AUTO PARTS	R	114.23	ACCOUNTS PAYABLE CHECK
10046797	08/25/2022	OWEN EQUIPMENT	R	300.98	ACCOUNTS PAYABLE CHECK
10046798	08/25/2022	PARAMETRIX INC	R	4783.69	ACCOUNTS PAYABLE CHECK
10046799	08/25/2022	WASHINGTON STATE PATROL	R	145.75	ACCOUNTS PAYABLE CHECK
10046800	08/25/2022	PERTEET ENGINEERING	R	837.50	ACCOUNTS PAYABLE CHECK
10046801	08/25/2022	PUGET SOUND ENERGY	R	34473.20	ACCOUNTS PAYABLE CHECK
10046802	08/25/2022	JORDAN RAY	R	87.24	ACCOUNTS PAYABLE CHECK
10046803	08/25/2022	COAST DO IT BEST HARDWARE	R	149.05	ACCOUNTS PAYABLE CHECK
10046804	08/25/2022	SOUND REPROGRAPHICS	R	176.86	ACCOUNTS PAYABLE CHECK
10046805	08/25/2022	STERICYCLE INC	R	0.76	ACCOUNTS PAYABLE CHECK
10046806	08/25/2022	THE HOME DEPOT PRO INSTIT	R	137.42	ACCOUNTS PAYABLE CHECK
10046807	08/25/2022	SEATTLE TIMES COMPANY	R	44.60	ACCOUNTS PAYABLE CHECK
10046808	08/25/2022	THOMSON WEST	R	466.30	ACCOUNTS PAYABLE CHECK
10046809	08/25/2022	TRIPONTE HOMES	R	3000.00	ACCOUNTS PAYABLE CHECK
10046810	08/25/2022	SPECTRA LABORATORIES - KI	R	23.00	ACCOUNTS PAYABLE CHECK
10046811	08/25/2022	UNUM LIFE INS COMPANY OF	R	102.30	ACCOUNTS PAYABLE CHECK
10046812	08/25/2022	UTILITY UNDERGROUND LOCAT	R	177.10	ACCOUNTS PAYABLE CHECK
10046813	08/25/2022	VANTAGEPOINT TRANSFER AGE	R	1365.00	ACCOUNTS PAYABLE CHECK
10046814	08/25/2022	WA CITIES INS AUTHORITY W	R	60.00	ACCOUNTS PAYABLE CHECK
10046815	08/25/2022	WESTERN SYSTEMS & FABRICA	R	1150.97	ACCOUNTS PAYABLE CHECK
10046816	08/31/2022	ARAMARK UNIFORM SERVICES	R	155.25	ACCOUNTS PAYABLE CHECK
10046817	08/31/2022	BLUEPAZ LLC	R	4210.78	ACCOUNTS PAYABLE CHECK

CENTRAL SQUARE
DATE: 09/15/2022
TIME: 12:19:59

CITY OF POULSBO
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 5
ACCTPA21
ACCOUNTING PERIOD: 9/22

SELECTION CRITERIA: chkstat.rundate between '20220801 00:00:00.000' and '20220831 00:00:00.000'

10046818	08/31/2022	BRANDON K MILLER	R	397.50	ACCOUNTS PAYABLE CHECK
10046819	08/31/2022	CITY OF POULSBO	R	120.00	ACCOUNTS PAYABLE CHECK
10046820	08/31/2022	CRUZ STEPHANY	R	108.00	ACCOUNTS PAYABLE CHECK
10046821	08/31/2022	CRYSTAL VIEW POULSBO LLC	R	3000.00	ACCOUNTS PAYABLE CHECK
10046822	08/31/2022	CXTEC INC.	R	10248.57	ACCOUNTS PAYABLE CHECK
10046823	08/31/2022	DAQUILANTE ELISABETH	R	99.00	ACCOUNTS PAYABLE CHECK
10046824	08/31/2022	EBIX INC.	R	160.53	ACCOUNTS PAYABLE CHECK
10046825	08/31/2022	FIORILLE MARIA A	R	178.28	ACCOUNTS PAYABLE CHECK
10046826	08/31/2022	HENDRICKSON KIM	R	43.68	ACCOUNTS PAYABLE CHECK
10046827	08/31/2022	HI-LINE ELECTRIC COMPANY	R	431.35	ACCOUNTS PAYABLE CHECK
10046828	08/31/2022	HUDSON HOLDING COMPANY IN	R	66.99	ACCOUNTS PAYABLE CHECK
10046829	08/31/2022	INDIGO TOPSOIL INC	R	612.62	ACCOUNTS PAYABLE CHECK
10046830	08/31/2022	REID JAMES FALCONER	R	4700.00	ACCOUNTS PAYABLE CHECK
10046831	08/31/2022	KITSAP COUNTY FIRE DISTRI	R	25116.00	ACCOUNTS PAYABLE CHECK
10046832	08/31/2022	KAN MAN INC.	R	118.00	ACCOUNTS PAYABLE CHECK
10046833	08/31/2022	LAND TITLE COMPANY OF KIT	R	1747.20	ACCOUNTS PAYABLE CHECK
10046834	08/31/2022	LEONARDI SHERILL A	R	183.38	ACCOUNTS PAYABLE CHECK
10046835	08/31/2022	MARTIR JERMAINE A & MOORE	R	47.15	ACCOUNTS PAYABLE CHECK
10046836	08/31/2022	MAYS RUTH	R	41.84	ACCOUNTS PAYABLE CHECK
10046837	08/31/2022	MCCRACKEN SUSAN	R	150.75	ACCOUNTS PAYABLE CHECK
10046838	08/31/2022	MITCHELL NOAH REMY & KRIS	R	205.50	ACCOUNTS PAYABLE CHECK
10046839	08/31/2022	PLAY CREATION	R	475.21	ACCOUNTS PAYABLE CHECK
10046840	08/31/2022	PUGET SOUND ENERGY	R	698.75	ACCOUNTS PAYABLE CHECK
10046841	08/31/2022	COAST DO IT BEST HARDWARE	R	52.93	ACCOUNTS PAYABLE CHECK
10046842	08/31/2022	RICOH USA INC	R	237.97	ACCOUNTS PAYABLE CHECK
10046843	08/31/2022	HENDERSON ROBIN	R	737.10	ACCOUNTS PAYABLE CHECK
10046844	08/31/2022	ROSENAK HELLE B & BRADLEY	R	173.01	ACCOUNTS PAYABLE CHECK
10046845	08/31/2022	RUDY WESLEY R & HEATHER M	R	164.41	ACCOUNTS PAYABLE CHECK
10046846	08/31/2022	DOUGLAS SAUNDERS	R	109.20	ACCOUNTS PAYABLE CHECK
10046847	08/31/2022	SHERWIN-WILLIAMS	R	364.98	ACCOUNTS PAYABLE CHECK
10046848	08/31/2022	SIX ROBBLEES' INC.	R	4.89	ACCOUNTS PAYABLE CHECK
10046849	08/31/2022	SMITH FIRE SYSTEMS INC.	R	295.26	ACCOUNTS PAYABLE CHECK
10046850	08/31/2022	BRIDGESTONE AMERICAS TIRE	R	541.84	ACCOUNTS PAYABLE CHECK
10046851	08/31/2022	THE HOME DEPOT PRO INSTIT	R	1147.59	ACCOUNTS PAYABLE CHECK
10046852	08/31/2022	TRIPOLINTE HOMES	R	4120.35	ACCOUNTS PAYABLE CHECK
10046853	08/31/2022	ULRICH CHRIS & MARY	R	177.47	ACCOUNTS PAYABLE CHECK
10046854	08/31/2022	VANDEGRIFT ALEX C	R	31.44	ACCOUNTS PAYABLE CHECK
10046855	08/31/2022	VIKING FENCE COMPANY	R	403.87	ACCOUNTS PAYABLE CHECK
10046856	08/31/2022	VOUSBOUKIS SCOTT A & KRIS	R	10.45	ACCOUNTS PAYABLE CHECK
10046857	08/31/2022	WALKER BRYAN T	R	16.96	ACCOUNTS PAYABLE CHECK
10046858	08/31/2022	WESTBAY AUTO PARTS	R	65.52	ACCOUNTS PAYABLE CHECK
10046859	08/31/2022	WESTERN PETERBILT INC	R	143.38	ACCOUNTS PAYABLE CHECK
10046860	08/31/2022	WWU SEA DISCOVERY CENTER	R	10541.00	ACCOUNTS PAYABLE CHECK
*V9003391	08/03/2022	ACTIVE CONSTRUCTION	R	593118.56	ACCOUNTS PAYABLE VOUCHER
*V9003392	08/03/2022	MICHAEL BATEMAN	R	10.00	ACCOUNTS PAYABLE VOUCHER
*V9003393	08/03/2022	H D FOWLER COMPANY	R	437.09	ACCOUNTS PAYABLE VOUCHER
*V9003394	08/03/2022	HRA VEBA TRUST	R	5968.69	ACCOUNTS PAYABLE VOUCHER
*V9003395	08/03/2022	POULSBO POLICE OFFICERS A	R	900.00	ACCOUNTS PAYABLE VOUCHER
*V9003396	08/03/2022	MCFARLAND KEVIN M	R	200.00	ACCOUNTS PAYABLE VOUCHER
*V9003397	08/03/2022	SUMMIT LAW GROUP PLLC	R	945.00	ACCOUNTS PAYABLE VOUCHER
*V9003398	08/03/2022	VOYA	R	250.00	ACCOUNTS PAYABLE VOUCHER
*V9003399	08/10/2022	AIR MANAGEMENT SOLUTIONS	R	341.73	ACCOUNTS PAYABLE VOUCHER
*V9003400	08/10/2022	CHANDLER ASSET MANAGEMENT	R	583.33	ACCOUNTS PAYABLE VOUCHER
*V9003401	08/10/2022	CRITTER RIDDERS PEST CONT	R	65.52	ACCOUNTS PAYABLE VOUCHER
*V9003402	08/10/2022	DATABAR INC	R	3316.07	ACCOUNTS PAYABLE VOUCHER
*V9003403	08/10/2022	LANG RICHARD	R	168.31	ACCOUNTS PAYABLE VOUCHER
*V9003404	08/10/2022	JESSICA RAE	R	6.56	ACCOUNTS PAYABLE VOUCHER

CENTRAL SQUARE
DATE: 09/15/2022
TIME: 12:19:59

CITY OF POULSBO
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 6
ACCTPA21
ACCOUNTING PERIOD: 9/22

SELECTION CRITERIA: chkstat.rundate between '20220801 00:00:00.000' and '20220831 00:00:00.000'

*V9003405	08/10/2022	JULIE ROGERS	R	220.00	ACCOUNTS PAYABLE VOUCHER
*V9003406	08/10/2022	MCFARLAND KEVIN M	R	1207.06	ACCOUNTS PAYABLE VOUCHER
*V9003407	08/17/2022	CRITTER RIDDERS PEST CONT	R	207.48	ACCOUNTS PAYABLE VOUCHER
*V9003408	08/17/2022	H D FOWLER COMPANY	R	478.36	ACCOUNTS PAYABLE VOUCHER
*V9003409	08/17/2022	JASON KENNEDY	R	206.00	ACCOUNTS PAYABLE VOUCHER
*V9003410	08/17/2022	BRYAN KUNZ	R	351.00	ACCOUNTS PAYABLE VOUCHER
*V9003422	08/25/2022	AIR MANAGEMENT SOLUTIONS	R	1232.60	ACCOUNTS PAYABLE VOUCHER
*V9003423	08/25/2022	BMCCONSULTING	R	3750.00	ACCOUNTS PAYABLE VOUCHER
*V9003424	08/25/2022	CERTIFIED FOLDER DISPLAY	R	625.69	ACCOUNTS PAYABLE VOUCHER
*V9003425	08/25/2022	CRITTER RIDDERS PEST CONT	R	928.20	ACCOUNTS PAYABLE VOUCHER
*V9003426	08/25/2022	COOK DAVID JR	R	170.10	ACCOUNTS PAYABLE VOUCHER
*V9003427	08/25/2022	GOLDSTREET DESIGN AGENCY	R	712.01	ACCOUNTS PAYABLE VOUCHER
*V9003428	08/25/2022	HRA VEBA TRUST	R	5864.52	ACCOUNTS PAYABLE VOUCHER
*V9003429	08/25/2022	LANG RICHARD	R	170.10	ACCOUNTS PAYABLE VOUCHER
*V9003430	08/25/2022	LEXISNEXIS	R	183.75	ACCOUNTS PAYABLE VOUCHER
*V9003431	08/25/2022	NW ADMIN TRANSFER ACCOUNT	R	1346.40	ACCOUNTS PAYABLE VOUCHER
*V9003432	08/25/2022	OLYMPIC PHOTO GROUP	R	163.80	ACCOUNTS PAYABLE VOUCHER
*V9003433	08/25/2022	POULSBO POLICE OFFICERS A	R	850.00	ACCOUNTS PAYABLE VOUCHER
*V9003434	08/25/2022	GABRIEL POWERS	R	6.25	ACCOUNTS PAYABLE VOUCHER
*V9003435	08/25/2022	RAMUNDSEN SUPERION HOLDIN	R	6848.53	ACCOUNTS PAYABLE VOUCHER
*V9003436	08/25/2022	VOYA	R	250.00	ACCOUNTS PAYABLE VOUCHER
*V9003437	08/25/2022	XYLEM DEWATERING SOLUTION	R	261.00	ACCOUNTS PAYABLE VOUCHER
*V9003438	08/31/2022	CRITTER RIDDERS PEST CONT	R	43.68	ACCOUNTS PAYABLE VOUCHER
*V9003439	08/31/2022	LAUREN ELLINGTON	R	299.48	ACCOUNTS PAYABLE VOUCHER
*V9003440	08/31/2022	BRYAN KUNZ	R	20.05	ACCOUNTS PAYABLE VOUCHER
*V9003441	08/31/2022	OGDEN MURPHY WALLACE PLLC	R	7687.75	ACCOUNTS PAYABLE VOUCHER
*V9003442	08/31/2022	SEV HOINESS	R	136.00	ACCOUNTS PAYABLE VOUCHER
*V9003443	08/31/2022	SUMMIT LAW GROUP PLLC	R	2800.00	ACCOUNTS PAYABLE VOUCHER
*V9003444	08/31/2022	XYLEM DEWATERING SOLUTION	R	790.79	ACCOUNTS PAYABLE VOUCHER
TOTAL FUND				3050088.08	
TOTAL REPORT				3050088.08	

3,625,772.44+
PAYROLL 575,684.36-
3,050,088.08*

CENTRAL SQUARE
DATE: 09/15/2022
TIME: 12:19:12

CITY OF POULSBRO
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 1
ACCTPA21
ACCOUNTING PERIOD: 9/22

SELECTION CRITERIA: chkstat.rundate between '20220801 00:00:00.000' and '20220831 00:00:00.000' and chkstat.chk_status='M'

DISTRIBUTION FUND: 999

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
222088	08/05/2022	DEPARTMENT OF RETIREMENT	M	68204.91	MANUAL CHECK
222089	08/04/2022	INTERNAL REVENUE SERVICE	M	103095.05	MANUAL CHECK
222090	08/05/2022	NW ADMIN TRANSFER ACCOUNT	M	173410.25	MANUAL CHECK
222091	08/05/2022	COLONIAL INSURANCE	M	805.32	MANUAL CHECK
222092	08/10/2022	GLOBAL PAYMENTS DIRECT IN	M	1168.93	MANUAL CHECK
222093	08/10/2022	KEY BANK N.A.	M	76.00	MANUAL CHECK
222094	08/10/2022	KEY BANK N.A.	M	964861.11	MANUAL CHECK
222095	08/12/2022	CENEX FLEETCARD	M	26488.77	MANUAL CHECK
222096	08/15/2022	OFFICE OF STATE TREASURER	M	2978.45	MANUAL CHECK
222097	08/25/2022	ST OF WA DEPT OF REVENUE	M	37479.59	MANUAL CHECK
222098	08/19/2022	DEPARTMENT OF RETIREMENT	M	68360.82	MANUAL CHECK
222099	08/19/2022	INTERNAL REVENUE SERVICE	M	101386.83	MANUAL CHECK
222100	08/25/2022	NORTH AMERICAN BANCARD HO	M	6348.93	MANUAL CHECK
TOTAL FUND				1554664.96	
TOTAL REPORT				1554664.96	

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 10/05/2022

AGENDA ITEM:	Budget Amendment 22-0307 - Transfer Funds to Correctly Record Purchase of New Server
EXHIBITS:	a) Budget Amendment
STAFFED BY:	IT Manager Williamson
CATEGORY:	Consent Agenda
MAYOR OK/Initial:	

SUMMARY STATEMENT:
<p>Purchase of 1 new server purchased for IT Central Services from the IT Budget replacing services which are beyond their useful life. Funds need to be moved to capital funds as they exceed the capitalization threshold (\$5,000). This amendment allows General Fund - IT Department to be transferred to Capital Acquisition Fund 301.</p>
<input type="checkbox"/> Additional Staff Report Attached

WORKSHOP DATE:	
	Recommended

IMPACTS:	
Expenditure Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Included in Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Amount: \$

RECOMMENDED ACTION:
<p>Approve Budget Amendment 22-0307 allocating funds from operation budget to capital budget to support purchase of new server.</p>

SAMPLE MOTION:

See consent agenda motion.

CITY OF POULSBO
BUDGET AMENDMENT REQUEST FORM
(MAYOR/COUNCIL APPROVAL REQUIRED)

TO: Mayor Erickson
 FROM: Nick Williamson, IT Manger/Deb Booher, Finance

DATE: 8/28/22

DESCRIPTION OF BUDGET AMENDMENT REQUEST:

Purchase of 1 new server purchased for IT Central Services from the IT Budget replacing services which are beyond their useful life. Funds need to be moved to capital funds as they exceed the capitalization threshold (\$5,000). This amendment allows General Fund - IT Department to be transferred to Capital Acquisition Fund 301.

	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
DECREASE:			
INCREASE:	00118800051881 50000410	IT Professional Svs	10,000
INCREASE:	00114200059700 50000090	Transfer Out from GF	10,000
INCREASE:	30114200059418 50000640	Equipment - Central Svcs	10,000
INCREASE:	30114200030518 39700000	Transfer in Cap Aquis	10,000

NOTE: Attach separate sheet for more detail/line items if necessary

TO: Finance Director Booher

DATE: _____

FROM: Mayor Erickson

Approved _____ Disapproved _____

COMMENTS:

TO: Senior Accountant Ellington

DATE: 9/21/22

FROM: Finance Director Booher

DATE: _____

BA#: 22-0307

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 10/05/2022

AGENDA ITEM:	City Council Public Hearing - 2022 Floodplain Management PMC 15.24 Revisions	
EXHIBITS:	a) Staff Report & Exhibits A-E, c) Ordinance 2022-12	
STAFFED BY:	Development Review Engineer Bateman	
CATEGORY:	Business Agenda	
MAYOR OK/Initial:		

SUMMARY STATEMENT:
<p>Periodically it is necessary to revise language and references in PMC Chapter 15.24 in order to keep the City flood protection code up-to-date.</p> <p>In 2021, the Washington State Department of Ecology performed a Community Assistance Contact, evaluating the City's flood management program. As part of the assistance, Ecology staff reviewed Poulsbo Municipal Code (PMC) Chapter 15.24 – Floodplain Management for compliance with current FEMA National Flood Insurance Program requirements, identifying changes needed to stay current.</p> <p>The Draft Code Amendments have been reviewed by the Poulsbo Planning Commission, in its role as the City's advisory committee on land use and GMA matters. A public hearing was held on September 13, 2022 and with a vote of 6 for, the Planning Commission has recommended approval of 2022 Floodplain Management Revisions - PMC 15.24 to the City Council.</p> <p>City Attorney Jim Haney has also reviewed the revisions to PMC 15.24 and associated ordinance.</p>
<input checked="" type="checkbox"/> Additional Staff Report Attached

WORKSHOP DATE:	
	Not Applicable

IMPACTS:	
Expenditure Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Included in Budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Amount: \$	

RECOMMENDED ACTION:
Hold Public Hearing and adopt 2022 Floodplain Management Code Revisions

SAMPLE MOTION:

MOVE to (approve) (approve with modifications) the 2022 Floodplain Management Code revisions to PMC 15.24 as identified as Exhibit A and presented by Staff, thereby amending sections of the Poulsbo Municipal Code, and adopt Ordinance No. 2022-12 amending the section of the Code and providing for severability and establishing an effective date.

City of Poulsbo

Engineering Department



STAFF REPORT AND RECOMMENDATION Floodplain Management Code Revisions Amending PMC 15.24 to Adopt Required Text Amendments

To: City Council
From: Michael Bateman, PE, Development Review Engineer
Subject: PMC 15.24 Text Amendments
Date: September 26, 2022

Staff and Poulsbo Planning Commission respectfully recommend approval of the text amendments to PMC 15.24 as set forth in Exhibit A to this staff report. Draft presentation is included as Exhibit D.

PROPOSED MOTION:

Move to (approve) (approve with modifications) the 2022 Floodplain Management Code revisions to PMC 15.24 as identified as Exhibit A and presented by Staff, thereby amending sections of the Poulsbo Municipal Code, and adopt Ordinance Number 2022-12 amending the section of the Code and providing for severability and establishing an effective date.

CONTENTS:

Page 2	Introduction
Page 2	Review Process to Date
Page 3	Planning Commission Workshop / Draft Amendments
Page 3	Staff Conclusion and Recommendation
Page 3	Planning Commission Public Hearing
Page 3	List of Exhibits



1.0 Introduction

Chapter 15.24 of the Poulsbo Municipal Code regulates and manages development in areas of special flood hazard within the City. The City's adoption and enforcement of 15.24 promotes public health, safety and welfare by reducing loss of life and property damage due to flooding and by minimizing expenditures for flood control projects and for rescue and relief operations. Chapter 15.24 allows property owners in the City of Poulsbo to purchase flood insurance through the National Flood Insurance Program (NFIP).

The City entered the National Flood Insurance Program in July of 1979. There are currently 47 flood insurance policies in Poulsbo, with an average annual premium of \$514. Over the course of the program, there have been two paid claims to date per FEMA records.

Periodically the Flood Insurance Maps are revised and updated by FEMA (no map change is associated with this minor update). In addition, language and references in Chapter 15.24 may be necessary to be revised and updated in order to keep the City code up-to-date. If the City codes are not adopted, then the property owners in the City of Poulsbo may lose the ability to purchase flood insurance through the NFIP.

In 2021, the Washington State Department of Ecology performed a Community Assistance Contact, evaluating the City's flood management program. As part of the assistance, Ecology staff reviewed Poulsbo Municipal Code (PMC) Chapter 15.24 – Floodplain Management for compliance with current FEMA National Flood Insurance Program requirements, identifying changes needed to stay current.

The full text modifications and a summary of modifications are available here: <https://cityofpoulsbo.com/development-regulation-amendments-2/>

In general, the revisions to Chapter 15.24 are minor in nature; the overall intent of 15.24 remains the same. The adoption of additional definitions and minor code language updates is imperative for the City to maintain compliance with NFIP requirements and for property owners to have the ability to purchase and maintain flood insurance.

2.0 Review Process to Date

The proposed amendments to PMC 15.24 were publicly released August 15, 2022. This release and all associated documents were posted on the City's website, distributed to Washington State Department of Commerce and local, regional and state agencies.

The Public Participation Plan is included as an attachment below (Exhibit B).

On August 17, 2022, the Notice of Application (NOA) w/ Optional DNS and Notice of Planning Commission Public Hearing was published in the Seattle Times, emailed to the NOA, SEPA, Public Hearing and Development Regulations e-notice list, and posted at the Poulsbo Post Office, City Hall and the City's website (Exhibit C). The comment period closed August 31, 2022.

No public comments have been received.

3.0 Planning Commission Workshop / Draft Amendments

Planning Commission held a workshop on the code amendments on August 23, 2022 prior to the Public Hearing on September 13, 2022. No public comments on the amendments were received during the workshop nor the public hearing, and no amendments were proposed by Planning Commission. Planning Commission inquired as to how many flood insurance policies are in effect in Poulsbo, the presentation has been revised to include that 47 flood insurance policies are in effect in Poulsbo, and to date there have been two paid claims per FEMA records. Findings of fact from the public hearing are attached as Exhibit E.

4.0 City Attorney Review

Subsequent to the Planning Commission meetings, minor suggested edits were received from the City Attorney's office – the addition of a definition for “reasonably safe from flooding,” and minor stylistic edits to wording in 14.24.110.E, 15.24.130.C and 15.24.310.D, E, and F. These edits have been reviewed and approved by the Department of Ecology, are not substantive in nature and would not alter the Planning Commission findings of fact.

5.0 Review Criteria and Staff Conclusion and Recommendation

Amendments to development regulations and text amendments to the chapter shall be applied for and processed according to the provisions of Title 19.

In order to grant a development regulation text amendment, the following findings must be made:

1. The amendment is consistent with the comprehensive plan; and
2. The amendment supports and/or enhances the public health, safety or welfare; and
3. The amendment is not contrary to the best interest of the citizens and property owners.

Conclusion: The proposed amendments are consistent with the Comprehensive Plan, supports and/or enhances the public health, safety or welfare, and is not contrary to the best interest of the citizens and property owners of the City of Poulsbo. Criterion met.

Recommendation: The Engineering staff respectfully recommends City Council approve the proposed text amendments to Floodplain Management code, PMC 15.24 and adopt an ordinance establishing an effective date.

6.0 City Council Public Hearing, October 5, 2022

A public hearing has been scheduled for 6:00 on October 5, 2022 for the City Council to receive public comments on the proposed code amendments.

PROPOSED MOTION:

MOVE to (approve) (approve with modifications) the Floodplain Management code text amendments as identified as Exhibit A; thereby amending sections of the Poulsbo Municipal Code, and adopt Ordinance 2022-12 amending the section of the Code and providing for severability and establishing an effective date.

Exhibits

- A. Draft/Proposed Amendments to PMC 15.24 – Floodplain Management
- B. Public Participation Plan
- C. Notice of Application w/ODNS and Planning Commission Public Hearing
- D. Presentation
- E. Planning Commission Findings of Fact

Chapter 15.24 FLOODPLAIN MANAGEMENT

Sections:

Article I. General Provisions

- 15.24.010 Purpose.
- 15.24.020 Definitions.
- 15.24.030 Lands to which provisions apply.
- 15.24.040 Flood hazard areas established.
- 15.24.050 Compliance generally.
- 15.24.060 Effect on conflicting ordinances, easements, covenants and deed restrictions.
- 15.24.070 Interpretation.
- 15.24.080 Liability denied.

Article II. Permits and Administration

- 15.24.090 Flood protection permit.
- 15.24.100 Administration by city engineer.
- 15.24.110 City engineer's duties.
- 15.24.120 Collection and use of other base flood data.
- 15.24.130 Gathering of information.
- 15.24.140 Alteration of watercourses.
- 15.24.150 Interpretation of FIRM boundaries.

Article III. Construction, Dwelling and Storage Standards

- 15.24.160 Applicable to flood hazard areas generally.
- 15.24.170 Anchoring.
- 15.24.180 Construction materials and methods.
- 15.24.190 Utilities.
- 15.24.200 Subdivisions.
- 15.24.210 Review.
- 15.24.220 Elevation—Generally.
- 15.24.230 Elevation—Residential construction.
- 15.24.240 Elevation—Nonresidential construction.
- 15.24.250 Manufactured homes.
- 15.24.255 Recreational vehicles.
- 15.24.260 Floodways.

Article IV. Variances, Appeals and Violations

- 15.24.270 City council to hear and decide.
- 15.24.280 Factors to be considered.
- 15.24.285 General considerations for variances.
- 15.24.290 Conditions.
- 15.24.300 City engineer to maintain records.
- 15.24.310 Variances—Historic structures.
- 15.24.320 Variances—Designated floodways.

- [15.24.330 Variances—Minimum relief.](#)
- [15.24.340 Variances—Issuance standards.](#)
- [15.24.350 Variances—Notice of effect and risk.](#)
- [15.24.355 Appeals.](#)
- [15.24.360 Violations—Penalty.](#)
- [15.24.370 Severability.](#)

Article I. General Provisions

15.24.010 Purpose.

This chapter is to:

- A. Promote the public health, safety and general welfare;
- B. Reduce the loss of life and property damages associated with flooding;
- C. Minimize public expenditures for flood control projects and rescue and relief operations; and
- D. Assure continued availability of flood insurance. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 1, 1979)

15.24.020 Definitions.

Unless specified in this section, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application:

A. Alteration of watercourse: Any action that will change the location of the channel occupied by water within the banks of any portion of a riverine waterbody.

B. “Appeal” means the request for the review of the city engineer’s interpretation of any provision of this chapter or a request for a variance.

CB. “Area of shallow flooding” means a designated AO or AH zone on the flood insurance rate map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist and the path of flooding is unpredictable and indeterminate. Velocity flow in such zones may be evident. AO is characterized as sheet flow and AH indicates ponding.

DC. “Area of special flood hazard” means the land in the floodplain within the community subject to a one percent or greater chance of flooding in any given year. Designation of these areas on maps always includes the letters A or V.

ED. “Base flood” means the flood having a one percent chance of being equaled or exceeded in any given year and is also referred to as the one-hundred-year flood. Designation of these areas on maps always includes the letters A or V.

F. Base Flood Elevation (BFE): The elevation to which floodwater is anticipated to rise during the base flood.

GE. “Basement” means any area of the building having its floor sub-grade (below ground level) on all sides.

HF. “Breakaway wall” means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

IG. “Critical facility” means a facility for which even a slight chance of flooding might be too great. Critical facilities include (but are not limited to) schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste.

JH. “Development” means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

KI. “Elevation certificate” means the official form (FEMA Form 086-0-33) used to track development, provide elevation information necessary to ensure compliance with the community floodplain management ordinances, and determine the proper insurance premium rate with Section B completed by community officials.

L. Elevation Certificate: An administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

MJ. “Elevated building” means for insurance purposes, a nonbasement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

NK. “Existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the adopted floodplain management regulations.

OL. “Expansion to an existing manufactured home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

PM. “Flood or flooding” means

1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters; and/or

b. The unusual and rapid accumulation of runoff of service waters from any source.

c. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (1)(a) of this definition.

Q. "Flood elevation study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. Also known as a Flood Insurance Study (FIS).

RN. "Flood insurance rate map (FIRM)" means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

SO. "Flood insurance study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood-floodway map and the water surface elevation of the base flood.

T. "Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source. See "Flood or flooding."

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U. "Floodplain administrator" means the community official designated by title to administer and enforce the floodplain management regulations.

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VP. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one-foot **a designated height. Also referred to as "Regulatory Floodway.**

W. "Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

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X. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

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Y. "Historic structure" means any structure that is:

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1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

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2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

a) By an approved state program as determined by the Secretary of the Interior; or

b) Directly by the Secretary of the Interior in states without approved programs.

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ZQ. "Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built as to render the structure in violation of the applicable nonelevation design requirements of Section 15.24.230.

AAR. "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

BBS. "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

CC. "Mean Sea Level" For purposes of the National Flood Insurance Program, means the vertical datum to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

DDT. "New construction" means structures for which the "start of construction" commenced on or after the effective date of the ordinance codified in this chapter and includes any subsequent improvements to such structures

EEU. "New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations.

FF. "Reasonably safe from flooding" means development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable data known to the community. In unnumbered A zones where flood elevation information is not available and cannot be obtained by practicable means, "reasonably safe from flooding" means that the lowest floor is at least two feet above the Highest Adjacent Grade.

GGV. "Recreational vehicle" means a vehicle:

1. Built on a single chassis;

2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

HHW. "Start of construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within one hundred eighty days of the permit date. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundation or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

IIX. "Structure" means a walled and roofed building including a gas or liquid storage tank that is principally above ground.

JJY. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.

KKZ. "Substantial improvement" means any repair, reconstruction or improvement of a structure, the cost of which exceeds or equals fifty percent of the market value of the construction either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred.

This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed.

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For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either:

1. Any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary or safety code specifications which have been previously identified by the local code enforcement official and which are the minimum necessary to ensure safe living conditions; or
2. Any alteration of a structure listed on the National Register of Historical Places or the State Inventory of Historical Places, provided that the alteration will not preclude the

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structure's continued designation as a "historic structure."

LLAA. "Variance" means a grant of relief from the requirements of this chapter which permits construction in a manner which would otherwise be prohibited by this chapter.

MMBB. "Water dependent" means a structure for commerce or industry that cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 2005-27 §§ 1, 2, 2005; Ord. 87-20 § 1, 1987: Ord. 79-24 § 2, 1979)

15.24.030 Lands to which provisions apply.

This chapter applies to all areas of special flood hazards within the jurisdiction of the city of Poulsbo. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 3.1, 1979)

15.24.040 Flood hazard areas established.

The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for Kitsap County and Incorporated Areas," dated February 3, 2017, and any revisions thereto, with accompanying flood insurance rate maps and any revisions thereto, are adopted by reference and declared to be a part of this section as if set out fully in this section. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 2010-21 § 1, 2010: Ord. 2005-27 § 3, 2005; Ord. 81-30, 1981: Ord. 79-24 § 3.2, 1979)

15.24.050 Compliance generally.

No structure or land shall hereafter be constructed, located, extended, converted or altered without full compliance with all terms of this chapter and other applicable regulations. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 3.3, 1979)

15.24.060 Effect on conflicting ordinances, easements, covenants and deed restrictions.

This chapter is not intended to repeal, abrogate or impair any existing easement, covenant or deed restriction. However, where this chapter and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent requirements shall prevail. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 3.4, 1979)

15.24.070 Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- A. Construed as minimum requirements;
- B. Liberally construed in favor of the governing body; and

C. Deemed not to limit nor repeal any other powers granted under state statute or city ordinance. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 3.5, 1979)

15.24.080 Liability denied.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Large floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the area of special flood hazard or uses permitted within such areas will be free from such flooding or flood damage. This chapter shall not create liability on the part of the city of Poulsbo, any officer or employee thereof or the Federal Insurance Administration, for any flood damage that results from reliance on this chapter or an administrative decision lawfully made under this chapter. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 3.6, 1979)

Article II. Permits and Administration

15.24.085 Development permit required.

A floodplain development permit shall be obtained before construction or development begins within any area of special flood hazard established in PMC 15.24.040. The permit shall be for all structures including manufactured homes, as set forth in the "Definitions," and for all development including fill and other activities, also as set forth in the "Definitions."

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15.24.090 Flood protection permit.

A. Before issuance of any building permit, and before construction or development begins within any area of specific flood hazard established in Section [15.24.040](#), all provisions of this chapter shall be complied with by the person or persons or corporations obtaining the building permit or undertaking the construction or development. This requirement of compliance with the provisions of this chapter applies to all structures, including mobile homes, set forth in Section [15.24.020](#), and for all other development including fill or other activities, also set forth in Section [15.24.020](#). Applications for a building permit within any area of specific flood hazard as established in Section [15.24.040](#) shall, in addition to meeting the requirements of Chapter [15.04](#), contain the following information:

1. Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures as determined by a Washington State registered land surveyor or Washington State licensed civil engineer;
2. Elevation in relation to mean sea level to which any structure has been floodproofed as determined by a Washington State registered land surveyor or Washington State licensed civil engineer;
3. Certification by a registered professional engineer or architect that the floodproofing method for any nonresidential structure meets the floodproofing criteria in Section [15.24.240](#);
4. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

5. Where development is proposed in a floodway, an engineering analysis indicating no rise of the Base Flood Elevation; and

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6. Any other such information that may be reasonably required by the Floodplain Administrator in order to review the application.

B. In the event that any person, persons or corporations undertake any development including fill or other activity which falls within Section [15.24.020](#), but for which no building permit would otherwise be required but for this chapter, the requirements of this chapter must be met, and the city engineer shall, upon compliance by such person, persons or corporations with all of the requirements of this chapter, issue a certificate to such person, persons or corporations to that effect. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 4.1, 1979)

15.24.100 Administration by city engineer.

Whenever any building permit application is filed for any structure to be located in an area of special flood hazard, the planning department shall forward the same to the city engineer for review. The city engineer is appointed to administer and implement this chapter by granting or denying building permit applications in accordance with its provisions and all other provisions of the building code of the city. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 87-20 § 2, 1987: Ord. 79-24 § 4.2, 1979)

15.24.110 City engineer's duties.

Duties of the city engineer include, but are not limited to:

- A. Review of all building permits to determine that the permit requirements of this chapter have been met;
- B. Review of development permits to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required;
- C. Review of all building permits to determine if the proposed development is located in the floodway. If a development is located in a floodway, the engineer shall ensure that the encroachment provisions of Section [15.24.260](#)(A) are met.

D. The site is reasonably safe from flooding;

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E. Notifying FEMA when annexations occur in the Special Flood Hazard Area.

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(Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 2005-27 § 4, 2005; Ord. 87-20 § 3, 1987: Ord. 79-24 § 4.3, 1979)

15.24.120 Collection and use of other base flood data.

When base flood elevation data has not been provided in accordance with Section [15.24.040](#), the city engineer shall obtain, review and reasonably utilize any base flood elevation and floodway data available from federal, state or other sources, in order to administer and determine compliance with Sections [15.24.170](#) through [15.24.260](#). (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 87-20 § 4, 1987: Ord. 79-24 § 4.3-2, 1979)

15.24.130 Gathering of information.

A. Where base flood elevation data is provided through the flood insurance study or required as provided in Section [15.24.120](#), the city engineer shall obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.

B. For all new or substantially improved floodproofed nonresidential structures where base flood elevation data is provided through the FIS, FIRM, or as required the city engineer shall:

1. Obtain and record the actual elevation (in relation to mean sea level) to which the structure was floodproofed; and
2. Maintain the floodproofing certifications required in Section [15.24.090\(A\)\(3\)](#).

C. The city engineer shall maintain for public inspection all records pertaining to the provisions of this chapter, including the following: (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 87-20 § 5, 1987: Ord. 79-24 § 4.3-3, 1979)

1. Certification required by Section [15.24.280](#)

2. Records of all variance actions, including justification for their issuance.

3. Improvement and damage calculations.

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15.24.140 Alteration of watercourses.

The city engineer shall:

A. Notify adjacent communities and the state coordinating agency prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration;

B. Require that maintenance is provided within the altered or relocated portion of the watercourses so that the flood-carrying capacity is not diminished. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 4.3-4, 1979)

15.24.150 Interpretation of FIRM boundaries.

The city engineer shall make interpretations where needed as to the exact location of the boundaries of the areas of special flood hazard. The person contesting the location of the boundaries shall be given a reasonable opportunity to appeal the interpretation, as provided in Section [15.24.270](#). (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 89-30 § 1, 1989: Ord. 79-24 § 4.3-5, 1979)

Article III. Construction, Dwelling and Storage Standards

15.24.160 Applicable to flood hazard areas generally.

In all areas of special flood hazard the standards set out in Sections 15.24.170 through 15.24.280 are required. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 5.1, 1979)

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15.24.170 Anchoring.

A. All new construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads including the effects of buoyancy.

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B. All manufactured homes must be anchored to resist flotation, collapse or lateral movement by providing over-the-top or frame ties to ground anchors, or as otherwise provided in FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 87-20 § 6, 1987: Ord. 79-24 § 5.1-1, 1979)

15.24.180 Construction materials and methods.

A. All new construction and substantial improvement shall be constructed of materials and utility equipment resistant to flood damage.

B. All new construction and substantial improvement shall be constructed using methods and practices that minimize flood damage.

C. Electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 87-20 § 7, 1987; Ord. 79-24 § 5.1-2, 1979)

15.24.190 Utilities.

A. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

B. New and replacement sanitary sewers shall be designed to minimize or eliminate the infiltration of floodwaters into the system and discharge from the system into the floodwaters.

C. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

D. Water wells shall be located on high ground that is not in the floodway. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 2005-27 § 5, 2005; Ord. 79-24 § 5.1-3, 1979)

15.24.200 Subdivisions.

A. All subdivision proposals shall be consistent with the need to minimize flood damage.

B. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

C. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.

D. Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least fifty lots or five acres, whichever is less. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 87-20 § 8, 1987; Ord. 79-24 § 5.1-4, 1979)

15.24.210 Review.

Whenever elevation data is not available either through the flood insurance study or from another authoritative source, applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test for reasonableness is the judgment of the city engineer and includes use of historical data, high watermarks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 87-20 § 9, 1987: Ord. 79-24 § 5.1-5, 1979)

15.24.220 Elevation—Generally.

In all areas of special flood hazard where base flood elevation data has been provided as set forth in Section [15.24.040](#), Flood hazard areas established, the provisions set out in Section [15.24.230](#) apply. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 5.2, 1979)

15.24.230 Elevation—Residential construction.

A. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated at one foot or more above base flood elevation.

B. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited unless they are designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

1. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided; and
2. The bottom of all openings shall be no higher than one foot above grade; and
3. Openings may be equipped with screens, louvers, or other coverings or devices; provided, that they permit the automatic entry and exit of floodwaters. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 89-38 § 2, 1989: Ord. 87-20 § 10, 1987: Ord. 79-24 § 5.2-1, 1979)

4. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of floodwaters.

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15.24.240 Elevation—Nonresidential construction.

New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated one foot or more above the level of the base flood elevation or elevated as required by ASCE 24, whichever is greater. Mechanical equipment and utilities shall be waterproofed or elevated least one foot above the BFE, or as required by ASCE 24, whichever is greater. or, together with attendant utility and sanitary facilities, shall:

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- A. Be floodproofed so that below one foot above the base flood level of the structure is watertight with walls substantially impermeable to the passage of water; and
- B. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
- C. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certification shall be provided to the city engineer as set forth in Section [15.24.130\(B\)](#); and
- D. Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor set forth in Section [15.24.230\(B\)](#); and
- E. Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building floodproofed to one foot above the base flood level will be rated as at the base flood level). (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 89-38 § 3, 1989: Ord. 87-20 § 11, 1987: Ord. 79-24 § 5.2-2, 1979)

15.24.250 Manufactured homes.

All manufactured homes to be placed or substantially improved within zones A1-30, AH, and AE shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is one foot or more above the base flood elevation and all such homes shall be securely anchored to an adequately anchored foundation system in accord with the provisions of Section [15.24.170](#). (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 2005-27 § 6, 2005: Ord. 89-38 § 4, 1989: Ord. 87-20 § 12, 1987: Ord. 79-24 § 5.2-3, 1979)

15.24.260255 Recreational vehicles.

Recreational vehicles placed on sites are required to either:

- A. Be on the site for fewer than one hundred eighty consecutive days; or
- B. Be fully licensed and ready for highway use, on wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or
- C. Meet the requirements of Section [15.24.250](#). (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 2005-27 § 7, 2005)

15.24.270 Enclosed area below the lowest floor.

If buildings or manufactured homes are constructed or substantially improved with fully enclosed areas below the lowest floor, the areas shall be used solely for parking of vehicles, building access, or storage.

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15.24.280260 Floodways.

Located within the areas of special flood hazard established by Section 15.24.040 are areas designated as floodways. Such floodways are extremely hazardous areas due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, and the following requirements apply:

A. Encroachments, including fill, new construction, substantial improvements and other developments, are prohibited unless certification by a registered professional engineer or architect is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that encroachment will not result in any increase in the flood levels during the occurrence of the base flood discharge;

B. Construction or reconstruction of residential structures is prohibited within designated floodways, except for:

1. Repairs, reconstruction, or improvements to a structure which do not increase the ground flood area, and
2. Repairs, reconstruction or improvements to a structure, the cost of which does not exceed fifty percent of the market value of the structure either:
 - a. Before the repair, reconstruction, or improvement is started, or
 - b. If the structure has been damaged, and is being restored, before the damage occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or to structures identified as historic places, may be excluded in the fifty percent,
3. If certification is provided as set forth in subsection A of this section, new construction and substantial improvements are allowed; provided, that they comply with all applicable provisions of this chapter. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 2005-27 § 8, 2005; Ord. 89-38 § 5, 1989; Ord. 87-20 § 13, 1987; Ord. 79-24 § 5.3, 1979)

Article IV. Variances, Appeals and Violations

15.24.290270 City council to hear and decide.

The city council shall decide appeals and requests for variances from the requirements of this chapter. The city council shall hear and decide appeals when it is alleged that there is an error in any requirement, decision or determination made by the city engineer in the enforcement or administration of this chapter. All appeals must be brought by filing a written notice of appeal with the city council within fourteen days of the engineer's decision. Any appeal not brought within this time period is barred. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 87-20 § 14, 1987: Ord. 79-24 § 4.4, 1979)

15.24.300280 Factors to be considered.

In passing upon applications for variances from the requirements of this chapter, the city council shall consider all technical evaluations, all relevant factors and standards specified in other sections of this chapter, and:

- A. The danger that materials may be swept onto other lands to the injury of others;
- B. The danger to life and property due to flooding or erosion damage;
- C. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- D. The importance of the services provided by the proposed facility to the community;
- E. The necessity to the facility of a waterfront location, where applicable;
- F. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
- G. The compatibility of the proposed use with existing and anticipated development;
- H. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- I. The safety of access to the property in times of flood for ordinary and emergency vehicles;
- J. The expected heights, velocity, duration, rate of rise, and sediment transport from the floodwaters and effects of wave action, if applicable, expected at the site; and
- K. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 87-20 § 15, 1987: Ord. 79-24 § 4.4-1(1), 1979)

15.24.310285 General considerations for variances.

A. Variances from the elevation standards set forth in this chapter will generally be limited to new construction and substantial improvements which are to be erected on a lot of one-half acre or less in size contiguous and surrounded by lots with existing structures constructed below the base flood level; provided, that the requirements of Section [15.24.30280](#) are met.

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B. Variances shall pertain to a physical piece of property. Variances are not personal in nature and do not pertain to the structure, its inhabitants, its economic or financial circumstances. Variances shall primarily address small lots in densely populated residential neighborhoods.

C. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry-floodproofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria except those of subsection A of this section, and otherwise complies with Sections [15.24.170](#) through [15.24.180](#). (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 87-20 § 16, 1987)

D. Variances may be issued for the repair, rehabilitation, or restoration of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure:

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E. Variances may be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief:

F. Variances may be issued upon a showing that the use cannot perform its intended purpose unless it is located or carried out in close proximity to water. This includes only facilities defined in Section [15.24.020](#) of this ordinance in the definition of "Functionally Dependent Use."

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15.24.320290 Conditions.

Upon consideration of the factors in Section [15.24.30280](#) and the purpose of this chapter, the city council may attach such conditions to the granting of variances as it deems necessary to further the purpose of this chapter. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 4.4-1(2), 1979)

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15.24.330300 City engineer to maintain records.

The city engineer shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 4.4-1(3), 1979)

15.24.310 Variances—Historic structures.

~~Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historical Places or the State Inventory of Historical Places, without regard to the provisions set forth in Sections [15.24.320](#) through [15.24.350](#). (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 4.4-2(1), 1979)~~

15.24.340320 Variances—Designated floodways.

Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 4.4-2(2), 1979)

15.24.350330 Variances—Minimum relief.

Variances shall only be issued upon the determination that the variance is the minimum necessary, considering the flood hazard to afford relief. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 4.4-2(3), 1979)

15.24.360340 Variances—Issuance standards.

Variances shall only be issued upon:

- A. Showing of a good and sufficient cause;
- B. Determination that failure to grant the variance would result in exceptional hardship to the applicants; and
- C. A determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 4.4-2(4), 1979)

15.24.370350 Variances—Notice of effect and risk.

Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 79-24 § 4.4-2(5), 1979)

15.24.380355 Appeals.

Any appeal from the decision of the city council on any variance shall be made by filing an appropriate action in Kitsap County Superior Court within ten days after final action is taken by the council. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 87-20 § 17, 1987)

15.24.390360 Violations—Penalty.

- A. Any person, firm or corporation violating any of the provisions or failing to comply with any of the requirements of this chapter is guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine in any amount not to exceed five thousand dollars or by imprisonment for a term not to exceed one year, or both such fine and imprisonment.
- B. Every person, firm or corporation is guilty of a separate offense for each and every day during any portion of which any violation of any provision of this chapter is committed, continued or permitted by any such person, firm or corporation, and is punishable accordingly.
- C. In addition to the penalties in subsections A and B of this section, the city may, in its discretion, commence a civil action to compel compliance with the provision of this chapter in either the Poulsbo municipal court or the Kitsap County superior court. In addition, any violation or failure to comply with any provision of this chapter shall constitute a public nuisance and all remedies given by law for the prevention and abatement of nuisances shall apply thereto. (Ord. 2017-05 § 2 (Att. A (part)), 2017: Ord. 87-20 § 18, 1987: Ord. 79-24 § 6, 1979)

15.24.400370 Severability.

If any section, clause, sentence or phrase of this chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this chapter. (Ord. 2017-05 § 2 (Att. A (part)), 2017)



2022 FEMA Floodplain Management Revision and Update

Public Participation Plan

August 2022

INTRODUCTION

Chapter 15.24 of the Poulsbo Municipal Code regulates and manages development in areas of special flood hazard within the City. The City's adoption and enforcement of 15.24 promotes public health, safety and welfare by reducing loss of life and property damage due to flooding and by minimizing expenditures for flood control projects and for rescue and relief operations. Chapter 15.24 allows property owners in the City of Poulsbo to purchase flood insurance through the National Flood Insurance Program (NFIP).

In 2021, the Washington State Department of Ecology performed a Community Assistance Contact, evaluating the City's flood management program. As part of the assistance, Ecology staff reviewed Poulsbo Municipal Code (PMC) Chapter 15.24 – Floodplain Management for compliance with current FEMA National Flood Insurance Program requirements, identifying changes needed to stay current.

PUBLIC AND AGENCY GOALS

- To provide the public with timely information, an understanding of the process, and opportunities to review and comment on the Floodplain requirements of Poulsbo Municipal Code Chapter 15 section 24.
- Ensure that information about the process is provided to the public early in the process and at regular intervals thereafter, to maximize public awareness and participation in the process.
- Actively solicit information from citizens, property owners and stakeholders about their concerns, questions and priorities for the amendment process and the future of Poulsbo land uses.
- Encourage the public to informally review and comment on the update throughout the process.
- Incorporate public comment into the local government's review process prior to significant milestones or decision making.
- Provide forums for formal public input at milestones prior to decision making by local officials.
- Consult and consider recommendations from neighboring jurisdictions, federal and state agencies, and Native American tribes.

PUBLIC ENGAGEMENT OPPORTUNITIES

The City is committed to providing multiple opportunities for the public to engage throughout the process. The City will take advantage of various modes of communication to inform the public and encourage their participation.

- Website: The City's Planning and Economic Development (PED) Department webpage will house the 2019 Construction Standard Update where interested citizens and community members may visit for status updates, draft documents, official notices, minutes, and project information:
<https://cityofpoulsbo.com/development-regulation-amendments/>
- E-Notice Mailing List: An e-notice mailing list of interested persons and organizations has been established. Those on the e-notice list will receive periodic notices regarding the 2019 Construction Standard Update progress. Individuals interested in being on the mailing list should contact the PED Department at (360) 394-9748 or at plan&econ@cityofpoulsbo.com and request being placed on the Development Regulations updates e-notice mailing list.
- Comment: Interested citizens are encouraged to provide comments to the City by letter, email or fax. All comments will be forwarded to the Poulsbo Planning Commission and City Council. Written comments can be submitted by the following methods:

City of Poulsbo Planning and Economic Development Department
200 NE Moe Street | Poulsbo, WA 98370
Fax (360)697-8269 | Email plan&econ@cityofpoulsbo.com

- **Attend:** Interested citizens are encouraged to attend and provide verbal comments to the City at the Planning Commission and/or City Council public hearings.

INFORMATION AVAILABILITY

The proposed ordinance is available for public review. The primary repository of all information related to the update is the City's website— www.cityofpoulsbo.com – at the Planning and Economic Development main page – where draft documents, meeting dates, updates on process, and official notices (notice of application, environmental review, public hearing notices, etc.), will be posted. An e-mail link for questions or comments will also be provided at the website.

Documents are also available for review at Poulsbo City Hall 200 NE Moe Street, Poulsbo. Copies will be provided at a reasonable cost. Official notices will be published in the North Kitsap Herald and posted in the Poulsbo Post Office, Poulsbo Library, and Poulsbo City Hall notice boards. The local news media will be kept up to date on the update process, and receive copies of all official notices.

PUBLIC AND AGENCY REVIEW TIMELINE

A Public Participation Plan is required by the Growth Management Act to describe how the City will encourage early and continuous public participation throughout the process of reviewing and updating Development Regulations. The Public Participation Plan includes opportunities to comment, review timeline, and contact information. Please see <https://cityofpoulsbo.com/development-regulation-amendments/> to review the Public Participation Plan.

August 15, 2022

Public Release of 2022 FEMA Floodplain Management Revision and Update

August 31, 2022

Notice of Application with Optional DNS comment period over

September 9, 2022

Planning Commission Staff Report Due

September 13, 2022

Planning Commission Public Hearing 7 p.m. | Council Chambers

October 5, 2022

City Council Public Hearing - 7 p.m. | Council Chambers

PUBLIC HEARINGS

The Planning Commission and City Council will conduct at least one public hearing each to gather and consider public testimony on the 2022 FEMA Floodplain Management Revision and Update. The hearing(s) are anticipated for **September 13, 2022 (PC)** and **October 5, 2022 (CC)**. Public notice of all hearings will state explicitly the date/time, review body and location of the public hearing. The public notices will be published in the North Kitsap Herald, posted at the City's public notice locations, sent to the E-notice mailing list and others who request such notice.

RECORDING OF MEETINGS

All public meetings and hearings will be audio recorded. Minutes and/or meeting summary for all public meetings will be prepared, and hard copies made available upon request.



Affidavit of Public Notice

Planning and Economic Development Department
200 NE Moe Street | Poulsbo, Washington 98370
(360) 394-9748 | fax (360) 697-8269
www.cityofpoulsbo.com | plan&econ@cityofpoulsbo.com

Application No: P-03-18-22-01 Project Name: Floodplain Management Amend

Tiffany Simms, being first duly sworn, upon his/her oath deposes and says: That he/she is now, and at all times herein mentioned has been, a citizen of the United States and the State of Washington, over and above the age of twenty-one years and a resident of said County, that on August 17, 2022, a copy of the following City of Poulsbo public notices, and which is attached to this affidavit,

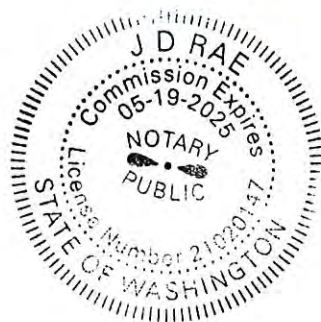
- Notice of Application
- SEPA Determination
- Notice of Public Meeting
- Notice of Public Hearing
- Notice of Decision

has been provided:

- Mailed to owners of property within 300' of the project site
- Provided to newspaper of general circulation
- Emailed to PED Department distribution lists and/or parties of record
- Posted at Library, City Hall, Poulsbo Post Office
- Posted to the City's website
- Posted at Site Address: _____

Signature: _____ Date: 8/18/22

Subscribed and sworn to before me this 18th day of August, 2022



J D RAE
NOTARY PUBLIC in and for the State of Washington, residing at:

Silverdale
My Commission expires on:
05/19/2025



NOTICE OF APPLICATION W/ OPTIONAL DNS

Planning and Economic Development Department

200 NE Moe Street | Poulsbo, Washington 98370

(360) 394-9748 | fax (360) 697-8269

www.cityofpoulsbo.com | plan&econ@cityofpoulsbo.com

FLOODPLAIN MANAGEMENT CODE AMENDMENT | TYPE IV

The public has the right to review contents of the official file for the proposal, provide written comments, participate in any public hearings, and request a copy of the final decision.

Project Name:	Floodplain Management Code Amendments
File No.	P-03-18-22-01
Notice of Application:	August 17, 2022
Comments Due	August 31, 2022
Applicant:	Poulsbo Engineering Dept. 200 NE Moe Street Poulsbo, WA 98370
Project Summary:	<p>Chapter 15.24 of the Poulsbo Municipal Code (PMC) regulates and manages development in areas of special flood hazard within the city. The City's adoption and enforcement of PMC Chapter 15.24, Floodplain Management, promotes public health, safety, and welfare by reducing loss of life and property damage due to flooding and by minimizing expenditures for flood control projects and for rescue and relief operations. Chapter 15.24 allows property owners in the City of Poulsbo to purchase flood insurance through the National Flood Insurance Program (NFIP).</p> <p>In 2021, the Washington State Department of Ecology performed a Community Assistance Contact, evaluating the City's flood management program. As part of the assistance, Ecology staff reviewed Chapter 15.24 for compliance with current FEMA National Flood Insurance Program requirements, identifying changes needed to stay current.</p>
Environmental Review:	<p>The City of Poulsbo has reviewed the proposed amendments for probable adverse environmental impacts and expects to issue a determination of nonsignificance (DNS) for this project. The Optional DNS process in WAC 197-11-355 is being used. <i>This may be the only opportunity to comment on the environmental impacts of the proposed amendments.</i> The proposal may include mitigation measures under applicable codes, and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. A copy of the subsequent threshold determination for the proposal may be obtained upon request. Agencies, tribes, and the public are encouraged to review and comment on the proposed amendments and probable environmental impacts. COMMENTS RELATED TO ENVIRONMENTAL REVIEW MUST BE SUBMITTED BY AUGUST 31, 2022.</p>
Public Comment Methods:	<p>Written comments may be mailed, e-mailed, or delivered to the City of Poulsbo. To ensure consideration, all written comments must be received prior to close of the public hearing. At the hearing, the public will have an opportunity to provide written and verbal testimony regarding the proposed project.</p>
Public Participation Plan:	<p>A public and agency participation plan has been developed for this review process and can be viewed at https://cityofpoulsbo.com/development-regulation-amendments-2/</p>
Draft Document:	<p>The proposed amendments are represented as bold underline for proposed additions and strikeouts for deletions. The proposed amendments can be found online: https://cityofpoulsbo.com/development-regulation-amendments-2/</p>
Staff Contact:	Anthony Burgess Engineer I aburgess@cityofpoulsbo.com 360.394.9739.

**Planning Commission
Public Hearing:**

The Planning Commission Public Hearing is scheduled for a **September 13, 2022, at 6:00 pm** or soon thereafter. The Planning Commission will make recommendation to the City Council. Meeting procedures are available from the PED Department and City Clerk's office and are conducted based on Roberts Rules of Order. Public Hearings are being held as a hybrid virtual/in-person at the web address and call-in number noted below and at City Hall Council Chambers, 200 NE Moe Street. This call-in number: **1 253 215 8782** and meeting id: **810 2047 3350** are provided for virtual attendance, in addition to this webinar link: <https://us06web.zoom.us/j/81020473350>.

Examination of File:



<https://cityofpoulsbo.com/development-regulation-amendments-2/>

THE CITY OF POULSBO STRIVES TO PROVIDE ACCESSIBLE MEETINGS FOR PEOPLE WITH DISABILITIES. PLEASE CONTACT THE PED DEPARTMENT AT 360-394-9748 AT LEAST 48 HOURS PRIOR TO THE MEETING IF ACCOMMODATIONS ARE NEEDED FOR THIS MEETING.



Nikole CH. Coleman

From: Constant Contact <noreply@constantcontact.com>
Sent: Wednesday, August 17, 2022 9:05 AM
To: City of Poulsbo Planning and Economic Development
Subject: Your campaign Floodplain Management Code Amend - Notice of Application w/Optional DNS and Planning Commission Public Hearing has been sent

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.



Dear Nikole Coleman,

Your campaign '**Floodplain Management Code Amend - Notice of Application w/Optional DNS and Planning Commission Public Hearing**' was sent on 8/17/2022 around 12:01 PM EDT.

Below is a copy of the message your subscribers received. See how your campaign is doing by visiting Reports [in your account](#) to get real-time results and stats.

Subject: Floodplain Management Code Amend - Notice of Application w/Optional DNS and Planning Commission Public Hearing



City of Poulsbo Public Notice

You are receiving this email because you have signed up to be on a City of Poulsbo PED public outreach list.

Project documents and public notices for the Floodplain Management Code Amendment can be found [here](#). If there is an issue with the link, you can go to <https://ci-poulsbo-wa.smartgovcommunity.com/Public/Home> > Applications > and search for permit number P-03-18-22-01.

Comments are due by August 31, 2022

The Planning Commission Public Hearing is scheduled for a **September 13, 2022, at 6:00** pm or soon thereafter. Public Hearings are being held as a hybrid virtual/in-person at the web address and call-in number noted below and at City Hall Council Chambers, 200 NE Moe Street. This call-in number: 1 253 215 8782 and meeting id: 810 2047 3350 are provided for virtual attendance, in addition to this webinar link: <https://us06web.zoom.us/j/81020473350>.

Thank you!

- [Notice of Application w/Optional DNS and Planning Commission Public Hearing](#)
- [SEPA Checklist](#)

Nikole Coleman, Senior Planner
ncoleman@cityofpoulsbo.com

City of Poulsbo | Planning and Economic Development Department, 200 NE Moe Street, Poulsbo, WA
98370

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THANK YOU

We have received your amendment submission. Please allow 1-3 business days for review. Please keep the Submittal ID as your receipt and for any future questions. We will also send an email receipt to all contacts listed in the submittal.

Submittal ID: 2022-S-4230

Submittal Date Time: 08/12/2022

Submittal Information

Jurisdiction City of Poulsbo
Submittal Type Request for Expedited Review / Notice of Intent to Adopt
Amendment Type Amendment
Amendment Type Development Regulation Amendment

Amendment Information

Brief Description

In 2021, the Washington State Department of Ecology performed a Community Assistance Contact, evaluating the City's flood management program. As part of the assistance, Ecology staff reviewed Chapter 15.24 for compliance with current FEMA National Flood Insurance Program requirements, identifying changes needed to stay current.

Yes, this is a part of the 8-year periodic update schedule, required under RCW 36.70A.130.

Anticipated/Proposed Date of Adoption 10/12/2022

Attachments

Attachment Type	File Name	Upload Date
Development Regulation Amendment - Draft	Initial Release_PMC 15.24.pdf	08/12/2022 09:16 AM
Public Notice	NOA_ODNS Flyer_V2.pdf	08/12/2022 09:16 AM

Contact Information

Prefix Ms.
First Name Nikole
Last Name Coleman
Title Senior Planner
Work (360) 394-9730
Cell

Email

ncoleman@cityofpoulsbo.com

Yes, I would like to be contacted for Technical Assistance.

Certification

■ I certify that I am authorized to submit this Amendment for the Jurisdiction identified in this Submittal and all information provided is true and accurate to the best of my knowledge.

Full Name

Nikole Coleman

Email

ncoleman@cityofpoulsbo.com

Nikole CH. Coleman

From: Tiffany Simmons
Sent: Monday, August 15, 2022 2:01 PM
To: Nikole CH. Coleman
Subject: FW: SEPA record published

Proof of SEPA for Floodplain.

From: NoReply@ecy.wa.gov <NoReply@ecy.wa.gov>
Sent: Monday, August 15, 2022 1:53 PM
To: Tiffany Simmons <tsimmons@cityofpoulsbo.com>
Subject: SEPA record published

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

The SEPA admin reviewed and published [SEPA record number 202204098, "Floodplain Management Code Amendment"](#).
Lead Agency File Number: P-03-18-22-01.
It will now be available to the public.

From: Stevie Colson
Email: separegister@ecy.wa.gov
Phone number: (360) 280-4429



SEPA ENVIRONMENTAL CHECKLIST

200 NE Moe Street | Poulsbo, Washington 98370
 (360) 394-9748 | fax (360) 697-8269
 www.cityofpoulsbo.com | plan&econ@cityofpoulsbo.com

A. BACKGROUND

Name of proposed project, if applicable: PMC Chapter 15.24 – Floodplain Management Revision and Update		Date Prepared: August 3, 2022
Name of Applicant: City of Poulsbo	Address: 200 NE Moe Street Poulsbo, WA 98370	Phone Number: (360) 779-4078
Contact: <i>Anthony Burgess, Engineer I</i> Diane Lenius, City Engineer	Agency Requesting Checklist: City of Poulsbo	
Proposed timing or schedule (including phasing, if applicable): The Planning Commission has a scheduled public workshop on August 23, 2022, and public hearing on September 13, 2022. The City Council has a public hearing scheduled for October 5, 2022		
Do you have any plans for future additions, expansions, or further activity related to or connected with this proposal? If yes, explain. It is unlikely that all environmental impacts can be identified and appropriately mitigated as a part of this application, because there isn't a specific development project. The City will utilize the provisions of WAC 197-11-060(5) that provides for Phased Review of SEPA – this provides for a broad environmental review of the proposed ordinance and project-specific environmental review as development proposals are submitted.		
List any environmental information you know about that has been prepared, directly related to this proposal. No specific environmental information has been prepared for the draft ordinance. Land use development projects submitted to the City will be required to be processed under the provisions of Title 19, and will require environmental review when development is proposed, as applicable pursuant to SEPA rules		
Do you know whether applications are pending for governmental approvals or other proposals directly affecting the property covered by your proposal? If yes, explain. No		
List any government approvals or permits that will be needed for your proposal, if known. City Council approval and adoption		

Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. Chapter 15.24 of the Poulsbo Municipal Code regulates and manages development in areas of special flood hazard within the city. The City's adoption and enforcement of 15.24 promotes public health, safety and welfare by reducing loss of life and property damage due to flooding and by minimizing expenditures for flood control projects and for rescue and relief operations. Chapter 15.24 allows property owners in the City of Poulsbo to purchase flood insurance through the National Flood Insurance Program (NFIP).

Periodically the Flood Insurance Maps are revised and updated by FEMA. In addition, language and references in Chapter 15.24 may be necessary to be revised and updated in order to keep the City code up-to-date. If the City codes are not updated and the new maps are not adopted, then the property owners in the City of Poulsbo may lose the ability to purchase flood insurance through the NFIP. In March of 2021, the Washington State Department of Ecology performed a Community Assistance Contact, evaluating the City's flood management program. As part of the assistance, Ecology staff reviewed Poulsbo Municipal Code (PMC) Chapter 15.24 - Floodplain Management for compliance with current FEMA National Flood Insurance Program requirements, identifying changes needed.

Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Poulsbo is located in Township 26 North, Range 1 East, Willamette Meridian and is located in all or portions of Sections 9, 10, 11, 13, 14, 15, 22, 23, 24, 25, and 26. Amendments are located in the following Sections: The proposed ordinance will revise existing Chapter 15.24 of the Poulsbo Municipal Code.

B. ENVIRONMENTAL ELEMENTS	Agree	Disagree	Mitigate
1. Earth			
<p>a. General description of the site (check one):</p> <p><input type="checkbox"/> flat</p> <p><input type="checkbox"/> rolling</p> <p><input type="checkbox"/> hilly</p> <p><input type="checkbox"/> steep</p> <p><input type="checkbox"/> slopes</p> <p><input type="checkbox"/> mountainous</p> <p><input type="checkbox"/> other.</p> <p>Poulsbo's topography varies throughout the city, from flat to areas of steep slopes. Actual development will be subject to additional SEPA review as appropriate. Environmental review and a threshold determination will be required at the time of development review. Site specific development impacts are not identified at this time.</p>	X		
<p>b. What is the steepest slope on the site (approximate percent slope)?</p> <p>There are areas within the city limits with slopes exceeding 40 percent, and potential geohazard areas are mapped on the City's critical areas maps. At the time of a development proposal, additional information on slopes will be required. Future development will require additional environmental review.</p>	X		

<p>c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. According to the Kitsap County Soil Survey, the soils within the city limits is predominately classified as Poulsbo Gravelly sandy loam, with areas of Kapowsin gravelly loam and Sinclair soils. No development is proposed at this time, therefore site specific development impacts are not identified. Future development will be subject to phased SEPA review.</p>	X		
<p>d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. Geohazards are mapped in the City's critical areas maps and unstable soils/slopes are regulated by the City's Critical Areas Ordinance. No development is proposed at this time. Review of soil conditions will occur at the time specific proposals move forward.</p>	X		
<p>e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill. This is not applicable to this non-project action.</p>	X		
<p>f. Could erosion occur as a result of clearing, construction or use? If so, generally describe. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward. Erosion control would be addressed through existing City ordinances, including the clearing and grading and critical areas regulations.</p>	X		
<p>g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? This is not applicable to this non-project action. No development is proposed at this time. Projects will require further analysis and SEPA review, where appropriate.</p>	X		
<p>h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any. None. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
2. Air			
<p>a. What types of emissions to the air would result from the proposal (i.e. dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>c. Proposed measures to reduce or control emissions or other impacts to air, if any. None. No development is proposed at this time. Determination will be made at the time specific proposals move forward. New construction will comply with the requirements of the Poulsbo Municipal Code and the Engineering Department, which will be reviewed at the time of a specific project proposal moving forward.</p>	X		

3. Water			
a. Surface:			
1)	<p>Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.</p> <p>Poulsbo's main surface water body is Liberty Bay; there are numerous streams and wetlands throughout the city limits. There is no development proposed at this time; future development will require additional environmental review.</p>	X	
2)	<p>Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.</p> <p>No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X	
3)	<p>Estimate the amount of fill and dredge that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.</p> <p>This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X	
4)	<p>Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities, if known.</p> <p>This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X	
5)	<p>Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.</p> <p>No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X	
6)	<p>Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.</p> <p>This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X	
b. Ground:			
1)	<p>Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.</p> <p>This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X	

<p>2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: domestic sewage; industrial, containing the following chemicals.; agricultural; etc...). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
c. Water Runoff (including storm water):			
<p>1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (including quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. This is not applicable to this non-project action. No development is proposed at this time. Future development will lead to stormwater runoff, which will be reviewed and required to meet City and State regulations for stormwater management. Determination will be made at the time specific proposals move forward.</p>	X		
<p>2) Could waste materials enter ground or surface waters? If so, generally describe. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>3) Does the proposal alter or otherwise affect drainage patterns near the site? If so, describe. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any: This is not applicable to this non-project action. No development is proposed at this time. At the time of development review, projects will be reviewed for compliance with the City's adopted storm water management regulations and critical areas ordinance.</p>	X		
4. Plants			
<p>a. Check types of vegetation found on the site:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Deciduous tree: alder, maple, aspen, other <input checked="" type="checkbox"/> Evergreen tree: fir, cedar, pine, other <input checked="" type="checkbox"/> Shrubs <input checked="" type="checkbox"/> Grass <input checked="" type="checkbox"/> Pasture <input type="checkbox"/> Crop or grain <input checked="" type="checkbox"/> Wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other <input type="checkbox"/> Water plants: water lily, eelgrass, milfoil, other <input type="checkbox"/> Other types of vegetation <p>The checked vegetation is found throughout Poulsbo. This is not applicable to this non-project action. No development is proposed at this time. The existing vegetation for sites will be determined at the time of development review.</p>	X		

<p>b. What kind and amount of vegetation will be removed or altered? This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>c. List threatened or endangered species known to be on or near the site. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward. Landscaping is typically required for new development proposals.</p>	X		
<p>e. List all noxious weeds and invasive species known to be on or near the site. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>5. Animals</p>			
<p>a. Check any birds and animals which have been observed on or near the site or are known to be on or near the site: <input checked="" type="checkbox"/> Birds: hawk, heron, eagle, songbirds, other: <input checked="" type="checkbox"/> Mammals: deer, bear, elk, beaver, other: <input checked="" type="checkbox"/> Fish: bass, salmon, trout, herring, shellfish, other: There are a variety of birds, fish, and mammals that inhabit Poulsbo. They are primarily located near streams and Liberty Bay.</p>	X		
<p>b. List any threatened or endangered species known to be on or near site. Poulsbo has several listed species, including bald eagle, blue heron, harbor seal, salmon (Chinook, chum, coho), steelhead, cutthroat, hardshell clam, smelt, and sand lance. No development is proposed at this time. Additional environmental review will be conducted at the time of application for specific development.</p>	X		
<p>c. Is the site part of a migration route? If so, explain. Liberty Bay and adjacent streams are known to contain anadromous salmonids. The City is located within the Pacific Flyway – a flight corridor for migrating waterfowl and other birds – that extends from Alaska to Mexico and South America.</p>	X		
<p>d. Proposed measures to preserve or enhance wildlife, if any. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward. The City's Critical Areas Ordinance provides protection for wildlife. Any additional mitigation necessary will be identified at the time of site specific development review.</p>	X		
<p>e. List any invasive animal species known to be on or near the site. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		

6. Energy and Natural Resources			
<p>a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.</p> <p>This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward. Electric energy is available city-wide and natural gas is available in specific locations in the city limits.</p>	X		
<p>b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.</p> <p>This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.</p> <p>This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward. Future development will meet the current energy code as identified in the International Building Code.</p>	X		
7. Environmental Health			
<p>a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.</p> <p>This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>1) Describe any known or possible contamination at the site from present or past uses.</p> <p>This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.</p> <p>This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.</p> <p>This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>4) Describe special emergency services that might be required.</p> <p>This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		

<p>5) Proposed measures to reduce or control environmental health hazards, if any. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>b. Noise</p>			
<p>1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? The city has a typical level of noise expected in an urban environment.</p>	X		
<p>2) What types of levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>3) Proposed measures to reduce or control noise impacts, if any. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward. Construction noise is regulated in the Poulsbo Municipal Code.</p>	X		
<p>8. Land and Shoreline Use</p>			
<p>a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. The city has a variety of single-family residential development along with commercial areas, and other uses including multifamily residential, light industrial, institutional, and parks.</p>	X		
<p>b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>c. Describe any structures on the site. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>d. Will any structures be demolished? If so, what? This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		

<p>e. What is the current zoning classification of the site? No development is proposed at the comprehensive plan amendment stage. Determination of zoning classification and applicable review requirements will be made at the time specific proposals move forward.</p>	X		
<p>f. What is the current comprehensive plan designation of the site? No development is proposed at the comprehensive plan amendment stage. Determination of comprehensive plan designation will be made at the time specific proposals move forward.</p>	X		
<p>g. If applicable, what is the current shoreline master program designation of the site? No development is proposed at the comprehensive plan amendment stage. Determination of shoreline designation and applicable review requirements will be made at the time specific proposals move forward.</p>	X		
<p>h. Has any part of the site been classified as a critical area by the city or county? If so, specify The actual development of the specific sites will be subject to additional development review and would be subject to environmental review. Site specific development impacts are not identified at this time. Identification of environmentally sensitive areas will be made based on the City's Critical Area Ordinances maps and site-specific environmental information prepared during the development review process.</p>	X		
<p>i. Approximately how many people would reside or work in the completed project? This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>j. Approximately how many people would the completed project displace? This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>k. Proposed measures to avoid or reduce displacement impacts, if any. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any. This process of reviewing comprehensive plan amendments is one measure to ensure future development is compatible and consistent with the City's comprehensive plan. No development is proposed with the comprehensive plan amendments. Determination of specific measures to ensure compatibility will be made during development review.</p>	X		
<p>m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
9. Housing			
<p>a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. None. This is a non-project action.</p>	X		

<p>b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. None. This is a non-project action.</p>	X		
<p>c. Proposed measures to reduce or control housing impacts, if any. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
10. Aesthetics			
<p>a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>b. What views in the immediate vicinity would be altered or obstructed? This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>c. Proposed measures to reduce or control aesthetic impacts, if any. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward. While site specific development impacts are not identified at this time, building height and design review requirements are set forth in Poulsbo's zoning ordinance.</p>	X		
11. Light and Glare			
<p>a. What type of light or glare will the proposal produce? What time of day would it mainly occur? This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>b. Could light or glare from the finished project be a safety hazard or interfere with views? This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>c. What existing off-site sources of light or glare may affect your proposal? This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>d. Proposed measures to reduce or control light and glare impacts, if any. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward. While site specific impacts are not identified at this time, the City's zoning ordinance contains lighting requirements. Additional environmental review will be required as sites are proposed for development.</p>	X		
12. Recreation			
<p>a. What designated and informal recreational opportunities are in the immediate vicinity? Poulsbo has a variety of public parks and recreation opportunities throughout the city.</p>	X		

<p>b. Would the proposed project displace any existing recreational uses? If so, describe. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
13. Historic and Cultural Preservation			
<p>a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe. Unknown at this time. This is a non-project action. Determination will be made at the time of specific proposals for development.</p>	X		
<p>b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. Unknown at this time</p>	X		
<p>c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>d. Proposed measures to reduce or control impacts, if any. If at the time of site specific development, evidence of historic or cultural resources are found, proper protocols and notifications will be initiated.</p>	X		
14. Transportation			
<p>a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. Major streets and highways in Poulsbo include Highway 3, 305, State Route 307, Viking Avenue, Finn Hill, Front Street, Fjord Drive, Hostmark, Caldart, and Lincoln.</p>	X		
<p>b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? Kitsap Transit provides public transit throughout the city.</p>	X		
<p>c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). This is not applicable to this non-project action. No development is</p>	X		

<p>proposed at this time. Determination will be made at the time specific proposals move forward.</p>			
<p>e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. No</p>	X		
<p>f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	>		
<p>g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>h. Proposed measures to reduce or control transportation impacts, if any. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
15. Public Services			
<p>a. Would the project result in an increased need for public service (for example fire protection, police protection, health care, schools, other)? If so, generally describe. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
<p>b. Proposed measures to reduce or control direct impacts on public services, if any. This is not applicable to this non-project action. No development is proposed at this time. Determination will be made at the time specific proposals move forward.</p>	X		
16. Utilities			
<p>a. Check the utilities currently available at the site:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> electric <input checked="" type="checkbox"/> natural gas <input checked="" type="checkbox"/> water <input checked="" type="checkbox"/> refuse service <input checked="" type="checkbox"/> telephone, <input checked="" type="checkbox"/> sanitary sewer <input type="checkbox"/> septic system <input type="checkbox"/> other. <p>Utilities are also available throughout the city, with natural gas only available in specific areas. No development is proposed with the amendments, and specific determination of utility services will be made at the time of development review.</p>	X		

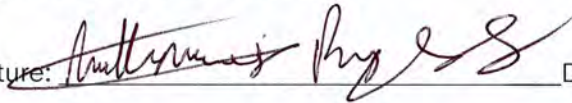
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Utilities are also available throughout the city, with natural gas only available in specific areas. No development is proposed with the amendments, and specific determination of utility services will be made at the time of development review.

X		
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C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:  Date Submitted: 8/3/22

D. SUPPLEMENTAL SHEET FOR NON-PROJECT ACTIONS

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment. When answering these questions, be aware of the extent of the proposal, or the types of activities likely to result from the proposal, that would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substance; or production of noise?

As a non-project action, revisions to PMC Chapter 15.24, Floodplain Management, do not create any of these effects. All development and uses will be subject to all applicable local, state and federal regulatory requirements and will be reviewed on a case-by-case basis during the development review process. Projects resulting from the amendments to the comprehensive plan may require further review under SEPA.

Proposed measures to avoid or reduce such increases are:

No measures are proposed with the revisions to PMC Chapter 15.24 Floodplain Management. However, measures will be identified as necessary during the development permit and environmental process for specific projects. Compliance with city regulations and other appropriate mitigations would reduce increases.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

As a non-project action, revisions to PMC Chapter 15.24 Floodplain Management would not directly affect plants, animals, fish or marine life. Chapter 15.24 by its nature provides protection to listed species.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

The City's Critical Areas ordinance provides regulatory protective measures to protect and conserve vegetation and wildlife habitat. Additional measures may be identified during the development permit and environmental review process for specific projects.


3. How would the proposal be likely to deplete energy or natural resources?

As a non-project action, revisions to PMC Chapter 15.24 Floodplain Management would not deplete energy or natural resources.

Proposed measures to protect or conserve energy and natural resources are:

Measures would be identified during the project specific development permit and environmental review. Compliance with city regulations and other appropriate mitigations would provide the appropriate measures to reduce impacts.

4.	<p>How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?</p> <p>No development is proposed with the proposed revisions to PMC Chapter 15.24. There will not be negative effects to environmentally sensitive areas designated or under study for protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands.</p>
<p>Proposed measures to protect such resources or to avoid or reduce impacts are: Measures would be identified during the project specific development permit and environmental review. Compliance with city regulations and other appropriate mitigations would provide the appropriate measures to reduce impacts.</p>	
5.	<p>How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?</p> <p>Projects resulting from the proposed revisions to PMC Chapter 15.24 will require further review at the time of development application.</p>
<p>Proposed measures to avoid or reduce shoreline and land use impacts are: As a non-project action, revisions to Chapter 15.24 Floodplain Management would not impact shoreline or land use.</p>	
6.	<p>How would the proposal be likely to increase demands on transportation or public services and utilities?</p> <p>No development is proposed with the proposed revisions to Chapter 15.24 Floodplain Management. However, future may have increased demands, which would be identified during the specific project development review.</p>
<p>Proposed measures to reduce or respond to such demand(s) are: Measures to reduce impacts on transportation, public services and utilities would be identified during project specific development review. Compliance with city regulations and other appropriate mitigations could provide the appropriate measures to reduce impacts. Chapter 15.24 Floodplain Management will provide measures and regulations to reduce and control impacts to areas within the identified floodplain.</p>	
7.	<p>Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.</p> <p>The proposed revisions to PMC 15.24 do not conflict with any local, state or federal laws or requirements for the protection of the environment. All future development proposals would be required to follow all applicable regulations regarding the protection of the environment.</p>

Reviewed by *Nicole Coleman, Senior Planner*
 8/11/22

2022 Floodplain Management Revisions – PMC Chapter 15.24

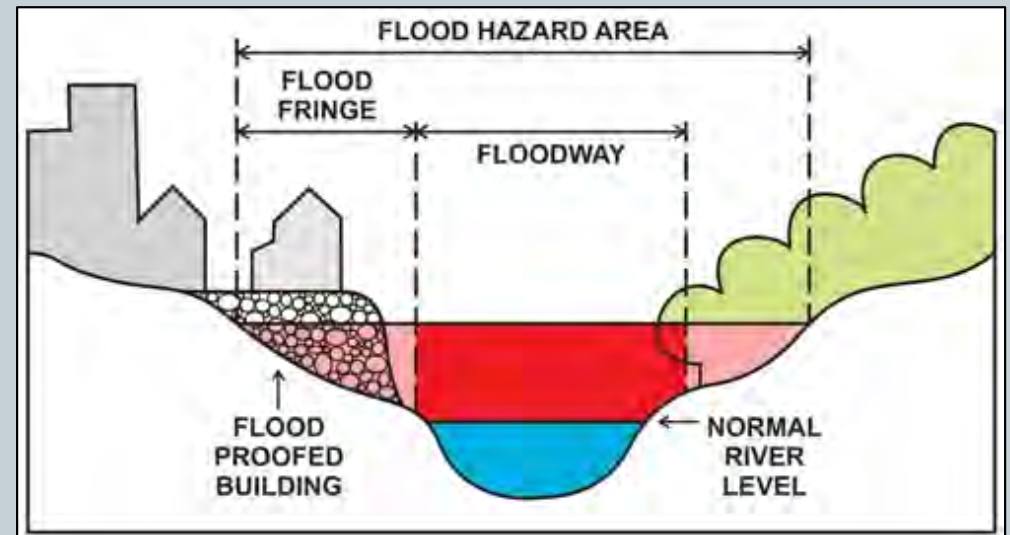


**CITY COUNCIL
OCTOBER
5, 2022**

Background

Chapter 15.24 – Floodplain Management

- PMC Chapter 15.24 adopts flood insurance study and maps, regulates and manages development in areas of special flood hazard
- Compliance allows property owners to purchase flood insurance through National Flood Insurance Program (NFIP)
- Poulsbo entered NFIP July 2, 1979. There are 47 flood insurance policies currently with an average annual premium of \$514. To date there have been two paid claims per FEMA records
- Flood insurance study, maps and code requirements are revised and updated by FEMA periodically



FEMA Mapping



- Official study and map most recently adopted in 2017
- PMC Chapter 15.24 reviewed by Ecology staff in 2021 on behalf of FEMA as part of a Community Assistance Contact evaluating the City's flood management program.
- Revisions necessary to stay compliant with current FEMA requirements were identified
 - Added definitions and revised language to ensure consistency with FEMA definitions and requirements

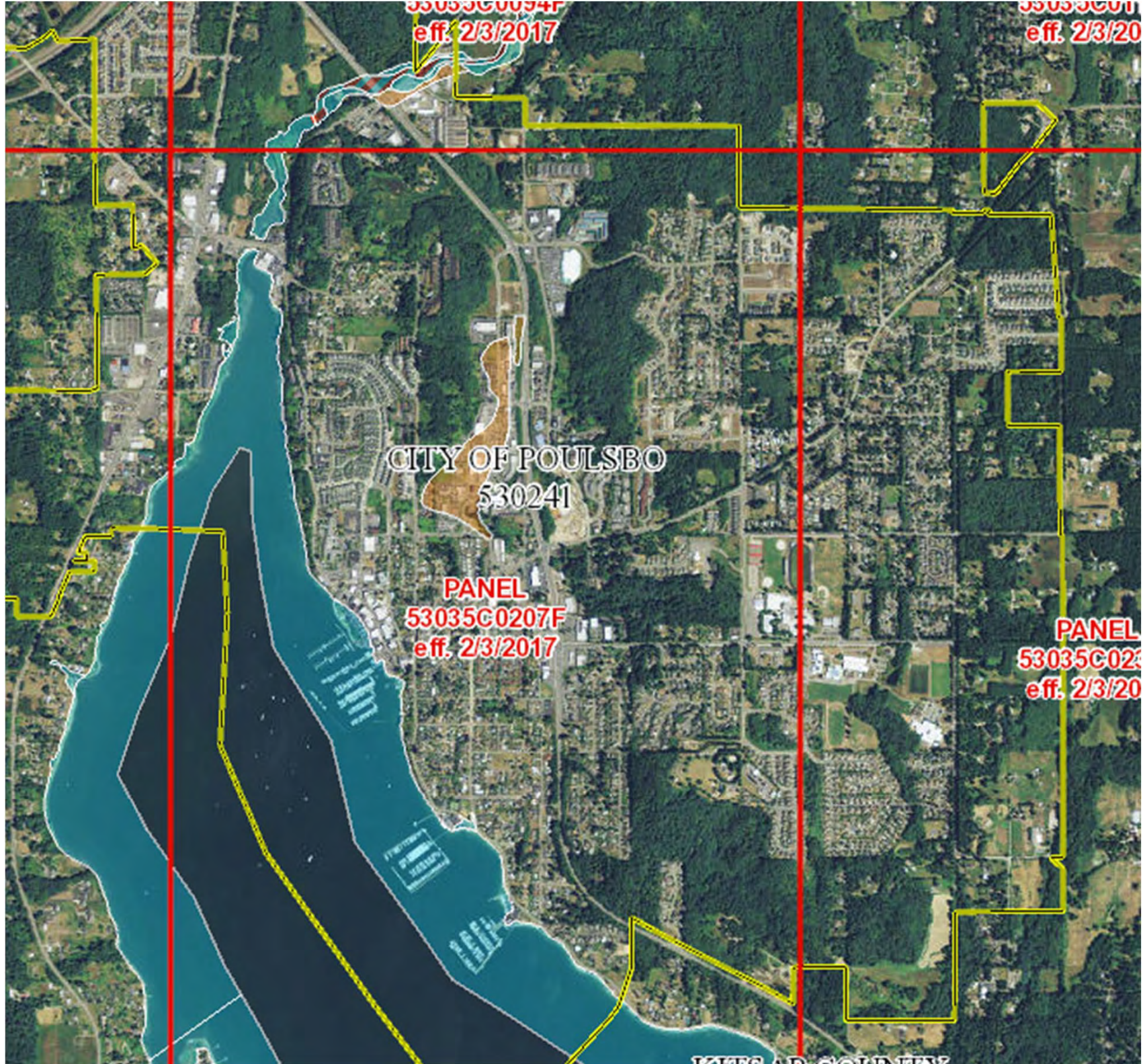
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CITY OF POULSBO
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Summary of Revisions



- **15.24.020 Definitions.** – Added several new definitions and revised a few for consistency with FEMA regulations
- **15.24.085 through 15.24.130** – Revised code to clarify flood plain permit application requirements, and City Engineer duties in reviewing applications, maintaining records and notifying FEMA of annexations.
- **15.24.170 Anchoring.** – Added clarifying language regarding anchoring against buoyancy.

Summary Revisions



- **15.24.230 Elevation – Residential construction.** – Added item 4 regarding garage design requirements for automatic entry and exit of floodwaters if garage is below BFE.
- **15.24.240 Elevation – Nonresidential construction.** – Added clarifying language regarding elevation above BFE and waterproofing requirements for mechanical equipment.
- **15.24.255 through 15.24.270** – renumbered sections to accommodate addition of new section 15.24.270 and removal of section 15.24.310 while maintaining reasonable section numbering.

Summary Revisions



- **15.24.270 Enclosed area below the lowest floor.** – Added section to clarify allowable uses for enclosed area below the lowest floor.
- **15.24.310** Historic structure variances moved from individual section to be included in general variances section. Note that no structures in Poulsbo would be affected by this change – none are listed on the National Register of Historical Places nor the State Inventory of Historical Places.

Questions / Discussion?



Proposed Motion



- **MOVE** to (approve) (approve with modifications) the 2022 Floodplain Management Code revisions to PMC 15.24 as identified as Exhibit A and presented by Staff, thereby amending sections of the Poulsbo Municipal Code, and adopt Ordinance Number 2022-12 amending the section of the Code and providing for severability and establishing an effective date.

PLANNING COMMISSION
FINDINGS OF FACT, CONCLUSION AND RECOMMENDATIONS
Zoning Code Text Amendment – Floodplain Management

Planning Commission Meeting Date:	September 13, 2022
Project Proposal Name and Number:	Floodplain Management Code Amendment Application P-03-18-22-01
Decision Maker:	City Council

Consideration (PMC 19.40.050.F): The Planning Commission shall review all Type IV applications at a public hearing and provide a recommendation to the City Council. The Planning Commission may hold any number of study sessions or workshops on the application prior to the public hearing. At the close of the public hearing, the Planning Commission may recommend that the city council approve, approve with modifications, or denial of the application.

The Planning Commission’s recommendation shall be in writing and shall contain the following: (1) the recommendation of the Planning Commission; (2) any conditions included as part of the Planning Commission recommendation; and (3) findings of fact upon which the recommendation was based, and the conclusions derived from those facts.

The Planning Commission recommendation, conclusion and findings of fact, and any exhibits submitted during the public hearing, shall be transmitted to the City Council.

FINDINGS:

Per **18.210.020 (B)** in order to grant a zoning code text amendment, the following findings must be made:

1. The amendment is consistent with the comprehensive plan; and
2. The amendment supports and/or enhances the public health, safety, or welfare; and
3. The amendment is not contrary to the best interest of the citizens and property owners of the city of Poulso.

CONCLUSION:

THE **PLANNING COMMISSION** has concluded that the proposed amendment to the zoning code is consistent with the comprehensive plan, supports and/or enhances the public safety or welfare; and the amendment is not contrary to the best interest of the citizens and property owners of the City of Poulso. Therefore, the Planning Commission respectfully recommends approval of the Floodplain Management Code Amendment, Application No. P-03-18-22-01, as described above in Findings.

RECOMMENDATION:

The **PLANNING COMMISSION** recommends the city council:

- Approve the zoning code amendment.
- Approve with modification the zoning code amendment with the following conditions:
 - A.
 - B.
 - C.
- Denial of the application.

Recorded Motion on:	9/13/22			
Planning Commission Record of Vote				
Commissioner	Support	Oppose	Absent	Abstain
Stevens	X			
Kipps	X			
Taylor	X			
Newell	X			
Strickon	X			
Nunes	X			
Block			X	
Total:	6		1	

City of Poulsbo Planning Commission



Ray Stevens, Chairman

9/18/2022

Date

City of Poulsbo Planning and Economic Development



Administrative Assistant, Planning and Economic Development

9/19/22

Date

ORDINANCE NO. 2022-12

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, AMENDING CHAPTER 15.24 OF THE POULSBO MUNICIPAL CODE IN ORDER TO REVISE DEFINITIONS AND MAKE OTHER MINOR REVISIONS TO THE CITY'S FLOODPLAIN MANAGEMENT REGULATIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Chapter 15.24 of the Poulsbo Municipal Code regulates development in areas of special flood hazard within the City; and

WHEREAS, Chapter 15.24 promotes the public health, safety and welfare by reducing loss of life and property damage due to flooding and by minimizing expenditures for flood control projects and for rescue and relief operations; and

WHEREAS, the City's adoption and enforcement of Chapter 15.24 also allows property owners in Poulsbo to purchase flood insurance through the National Flood Insurance Program ("NFIP"); and

WHEREAS, revisions to the definitions in Chapter 15.24 and certain other minor revisions as described hereafter are necessary in order to keep Chapter 15.24 up-to-date; and

WHEREAS, on August 15, 2022, the City released the 2022 Floodplain Management Revision package and public participation plan to the public, state and local agencies and interested parties; and

WHEREAS, the City conducted environmental review of the proposed 2022 Floodplain Management revisions under the State Environmental Policy Act as a non-action project, and using the optional DNS process, issued a Notice of Application with Optional DNS on August 17, 2022; and

WHEREAS, the Poulsbo Planning Commission held a duly noticed public hearing on the 2021 Floodplain Management revisions on September 13, 2022 in order to obtain public input; and

WHEREAS, after the conclusion of the public hearing and deliberations, the Poulsbo Planning Commission recommended that the Poulsbo City Council approve the 2022 Floodplain Management revisions; and

WHEREAS, the Poulsbo City Council held a duly noticed public hearing on the 2022 Floodplain Management revisions on October 5, 2022; and

WHEREAS, after considering public testimony, and other available information, the Poulsbo City Council determined on October 5, 2022 to accept the 2022 Floodplain Management revisions, NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF POULSBO, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Adoption of Findings. The recitals set forth above are hereby adopted as the Poulsbo City Council’s findings justifying the development regulation amendments adopted by this ordinance.

Section 2. Adoption of 2022 Floodplain Management Revisions. Chapter 15.24 of the Poulsbo Municipal Code is hereby amended as set forth in Attachment A to this ordinance and incorporated by reference.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of the attached summary, which is hereby approved.

APPROVED:

MAYOR REBECCA ERICKSON

ATTEST/AUTHENTICATED:

CITY CLERK RHIANNON FERNANDEZ

APPROVED AS TO FORM:

CITY ATTORNEY JAMES E. HANEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. 2022-12
of the City of Poulsbo, Washington

On _____, 2022 the City Council of the City of Poulsbo, Washington, approved Ordinance No. 2022-__, the main point of which may be summarized by its title as follows:

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, AMENDING CHAPTER 15.24 OF THE POULSBO MUNICIPAL CODE IN ORDER TO REVISE DEFINITIONS AND MAKE OTHER MINOR REVISIONS TO THE CITY'S FLOODPLAIN MANAGEMENT REGULATIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

The full text of this ordinance will be mailed upon request.

DATED this _____ day of _____, 2022

CITY CLERK, RHIANNON FERNANDEZ CMC

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 10/05/2022

AGENDA ITEM:	Pacific NW Trolls Project
EXHIBITS:	a) Draft Timeline b) Contract documents
STAFFED BY:	Mayor Erickson
CATEGORY:	Business Agenda
MAYOR OK/Initial:	

SUMMARY STATEMENT:
<p>In June, the council voted to move forward in consent with a letter of interest to continue to explore bringing community art created by Danish artist Thomas Dambo to Poulsbo as part of a larger regional installation in 2023.</p> <p>The next step of the process is to review contract documents submitted on behalf of the artist and the Scan Design Foundation in expectation of either voting to commit funding and continue, or withdraw interest. Scan Design has provided a timeline describing funding.</p> <p>Does the city want to pursue this project, and if so, with what (if any) stipulations?</p> <p>Potential Stipulations</p> <p>2) The city provides in kind support with volunteer labor, land, and housing for the artist team, but no financial remuneration from city funds. Moving forward would be contingent on private funding through donations via a community partner.</p> <p>3) Declining to pursue the project further at this time.</p>
<input type="checkbox"/> Additional Staff Report Attached

WORKSHOP DATE:	
10/05/2022	Recommended

IMPACTS:	
Expenditure Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Included in Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No
Amount: \$	

RECOMMENDED ACTION:
<p>MOVE to pursue Pacific Northwest Trolls Project as described with no financial remuneration from City funds and under funding contingencies (or) decline further pursuit of the project at this time.</p>

SAMPLE MOTION:

MOVE to pursue Pacific Northwest Trolls Project as described with no financial remuneration from City funds and under funding contingencies (or) decline further pursuit of the project at this time.

Updated Timeline for Funding

Question posed by Staff, Recreation Programmer Cornette:

If the council does move forward with support as long as the project is privately funded, how long would we have to try a final effort to see if that fundraising could happen?

Response from Fidelma McGinn, President of Scan Design Foundation:

In terms of timing to raise the private capital needed, the commitment to Thomas and his team in Denmark was to have all the sites confirmed this month, with contracts signed and a 20% of the artist fee paid (\$15k). Scan Design Fdn can cover the deposit as part of our grant, but we would need the contract signed by whomever the commissioning agent/client is. Then there would be a year to work on the fundraising plan. Here is the schedule we were working towards;

Payment schedule	Percentage	Amount	Due on
Initial deposit with signed contract	20%	\$15,000	Sept 1st, 2022
2nd payment with final designs approved	20%	\$15,000	Dec 1st, 2022
3rd payment when pre-fabricated parts are shipped	30%	\$22,500	May 1st, 2023
4th payment when Dambo team arrives in Seattle	20%	\$15,000	July 1st, 2023
Final payment when Troll is installed on site	10%	\$7,500	Sept 1st, 2023
Total	100%	75,000	

NW Nordic Troll Hunt (working title)
Agreement on delivery of Work of Art

Between: Thomas Dambo Art ApS (The Artist)
Company reg. number.: 42497266
Salløvej 3
4621 Gadstrup
Denmark

And [receiving entity] (The Client)
Company reg. number.:
[address]
[city]
[country]

And Scan Design Foundation
EIN: 68-0537904
PO Box 15111
Seattle, WA
USA

Each separately referred to as Part, together referred to as the Parties.

1. The Parties and the subject of the Agreement

1.1 [Add info about Client]

1.2 Scan Design by Inger & Jens Bruun Foundation (SDF) is a US-based non-profit private foundation established in 2002 through the estate of Jens and Inger Bruun. Head quartered in Seattle, WA. its mission is to advance Danish-American relations by supporting cultural exchanges with a focus on environmental sustainability. SDF is the presenting entity and anchor funder of the *NW*

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Nordic Trolls Hunt project (working title), providing grants and resources to support the exhibition.

1.3 The Artist is an acknowledged and critically acclaimed artist and designer who has created and delivered his unique works of art and designs throughout the world. The Artist's works are based on ideas and philosophy of recycling and including the surrounding environment in his works. The Artist has his own team of employees and other associated professionals to assist him constructing and creating the works. Artist Thomas Dambo is the sole owner of Dambo Art ApS and has a team of employees and other associated professionals to assist him constructing and creating The Work covered by the Agreement as well as tasks to be performed in connection with this. The Artist is entitled to appoint any of its competent employees for the performance of all specific tasks in relation to this agreement (the Agreement).

1.4 On the basis of several site visits by The Artist, email correspondences and meetings between The Artist, The Client and SDF, The Client and SDF have requested The Artist to design, create, produce and deliver one (1) of the Artist's renowned troll sculptures, from reclaimed materials, mainly wood (in the following referred to as "The Work") to The Client under the terms of this Agreement. The Work is part of a larger exhibition of 6-10 trolls, around the state of Washington, each with separate clients, all in partnership with SDF (in the following referred to as The Exhibition. Prior to the signing of this agreement, The Client and SDF have requested The Artist to develop a preliminary concept/storyline and simple draft drawings/sketches for The Exhibition and The Work. The terms for this assignment are further described in Appendix C - "Letter of Intent". This preliminary work can be found in Appendix A - troll examples, locations and preliminary design concepts. Appendix A is to be regarded as merely illustrative for The Artist's works, artistic expression and preliminary draft drawings and not as the more final concept drawing mentioned in section 2.1. or The Work itself.

2. The Work and the scope of The Artist services as well as the Client's obligations

2.1 No later than November 15 2022 The Artist submits by e-mail to The Client 1 uniquely created concept drawings, with expected dimensions, materials, and possible foundations for The Artist's characteristic Trolls with the purpose of constructing The Work in reclaimed wood, and other materials.

2.2 Submission of the concept drawings to The Client is provided that the Agreement is signed by all Parties and that the first installment of the contract sum is paid to The Artist cf. section 5.2. From Appendix B appears in more detail how concept drawings are expected to be designed and delivered. The result may vary from the concept drawings together with any specifics mentioned in Appendix A, in terms of for instance choices of material, as engineers, gardeners or other specialists later involved may suggest different designs of the construction without changing The Artist's expression of The Work.

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- 2.3 The Artist has full artistic freedom in terms of the creation of the concept drawings as long as the drawing generally comply with the following overall criteria agreed by both Parties:
Expressions and designs of The Work must generally correspond to the examples shown in Appendix A (photos/ drawings), however considered, that the material used in The Work may vary from materials mentioned in Appendix A. The size of The Work will be on a similar scale to the sculptures on the pictures in Appendix A. The size will vary in each Work, based on The Work's specific positions, features, characteristics and functions.
- 2.4 No later than December 1st 2022 The Client approves the concept drawings based on which The Artist prepares and constructs the unique sculpture, The Work, to be installed at a location agreed upon by both parties.
- 2.5 It is important to point out that The Work is a *work of art*, as opposed to for instance a design installation, a piece of furniture, a trademark or part of a decoration. The Artist has full artistic freedom in the execution of The Work. The Artist will follow the measures agreed (with the possibility of deviations of up to approximately 10%) .

In this connection, it should also be clarified that the finished result will differ from the concept drawing as the concept drawing does not reflect in detail the materials used nor the construction method that The Artist often uses, thus there may be details in the concept drawing that appear differently in the final Work.

Furthermore, the environment in which The Work is to be built in - and often also should appear as part of - will entail a need for specific adaptations, or maybe a need to change the specific location (within the designated area) which may lead to changes in the proportions, and as a result the external scope may deviate from the concept drawing, expected by no more than 10%, however.

Additionally, The Artist is entitled to change the choice of material for instance due to challenges in obtaining the originally intended material for the selected location or lack of permission to cast concrete foundations in the area, in which case changes in The Work's appearance than outlined in the concept drawing is to be expected.

None of the above-mentioned changes and alterations constitute The Artist's breach of this Agreement or affects the determination of when The Work is finally delivered according to section 2.13. The Artist notifies The Client of changes that The Artist deems relevant to the Client and which may entail that The Client requests changes, cf. section 2.6.

- 2.6 If The Client wishes to make changes to The Work prior to the final delivery such changes must be approved by The Artist. All changes are subject to The Client's sole expenses. All such expenses must be submitted to and approved in writing by The Client before the process of implementing the changes may begin.

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- 2.7 Most preparatory work for The Work takes place outside The Client's location, for instance in Denmark, according to The Artist's specific and exclusive choices.
- 2.8 All parts of The Work and The Exhibition are to be assembled, installed, and imbedded within the state of Washington, USA.
- 2.9 Parts of the preparatory work in relation to building The Work at the location, for example construction of specific parts, may take place outside the premises, for instance in Denmark, according to The Artist's specific and exclusive choices. Any expenses related to transporting these parts to The Client's premises will be at the sole expense of SDF, regardless of from which place the parts are to be transported. The costs for freight are charged separately and continuously according to invoice and are paid according to the payment terms in the invoice. The Artist will arrange the shipping, The Client and SDF must provide The Artist with all necessary information to realize the shipping and assist in the procedure if necessary, according to The Artist's instructions. The Artist takes out the usual insurance on the freight. The sole responsibility for the freight passes to The Client and SDF as soon as The Artist has transferred the freight to a shipping company. SDF are solely responsible for any risks and losses exceeding the insurance coverage. Any delay due to customs withholding of the freight or the like does not imply The Artist's breach of the Agreement in any way and postpone the schedule according to the provisions in section 3.6 and 3.7.
- 2.10 The Artist will ship a package to SDF's and/or The Client's premises prior to beginning the installation of The Exhibition from a location in USA. The package contains parts of the power tools etc. necessary to build The Work. SDF and/or The Client must provide all necessary information necessary to this shipment and assist in receiving the package. After phase 6, The Client and/or SDF must store the package in a safe location and assist The Artist in shipping it to a new location upon request by The Artist. All shipping costs related to shipping the package to The Clients and/or SDF's premises will be at the exclusive cost of SDF. All costs related to shipping the package to the next location will be at The Artist's exclusive cost.
- 2.11 The Artist is considered to have finally delivered The Work when all the individual parts of The Work according to the approved concept drawing and subsequent adjustments have been assembled and installed and when The Artist has provided The Client/The Client's staff with a written standard instruction on the maintenance of The Work in a sustainable way in accordance with The Artist's work in general.

THOMAS DAMBU

- 2.12 The Client has the right to refuse that The Work has been delivered contractually, if the result deviates significantly from the approved concept drawings and expected subsequent adjustments according to section 2.5 and later written agreed changes thereto as set out in section 2.6, and if The Client has given written notice thereof incl. justification to The Artist within 14 days of delivery. Otherwise, The Client cannot refuse approval.
- 2.13 If The Client rightfully refuses to approve The Work as contractually delivered, immediately The Artist must receive a deadline of 120 days from the refuse of approval, to get the situation in order. In the event The Artist has not solved the situation for his own account and deliver contractually within the deadline, The Client has the right to consider The Work as not delivered contractually and withhold the last installment, cf. section 5.2.
- 2.14 SDF will hire a project manager to assist The Artist, The Client and The Clients for the other works in The Exhibition in all phases. This includes, but is not limited to liaising between the different parties, visit locations on behalf of The Artist, coordinating work schedules, assist in Visa applications, organizing meetings between the different parties, assisting onsite during phase 5 with day to day problem solving and assistance.

3. Project phases, timeline, delays, force majeure

- 3.1 The production of The Work takes place in the following 5 project phases, see Appendix B:
1. Creation, design and development of The Work and The Exhibition).
 2. Construction of premade parts, in workshop on a location to be decided by The Artist.
 3. Shipping of reproduced parts to The Client's location.
 4. Preparations by The Client
 5. Installation of The Work and The Exhibition, preparation of maintenance plan, handover to The Client and SDF.
- 3.2 The Parties have agreed on the timeline for the project phases of section 3.1, stipulated in Appendix B. As set out in Appendix B the time limits that appears from the timeline is on the condition, that all Parties' have signed the Agreement no later than September 15 2022 and that all deadlines of The Client and SDF are met according to Appendix B.
- 3.3 For phases 4 and 5 The Client is required to provide and pay all costs/fees in terms of professionally competent staff including, but not limited to gardeners, landscaping planners,

THOMAS DAMBU

maintenance crew, carpenters, engineers etc to cooperate with The Artist as set out in Appendix B. The response time of the staff regarding questions from The Artist is not to exceed more than 7 days from The Artists request.

- 3.4 The Client makes available, at The Client's exclusive cost, and no later than 3 days after The Artist's request, all relevant tools, lifts, etc. necessary to assemble and install The Work, as set out in Appendix B.
- 3.5 The Artist must be provided all the necessary information requested by The Artist for instance regarding The Client's location as well as The Client's staff must perform the relevant work requested by The Artist.
- 3.6 Delay of delivery of The Work according to Appendix B due to external factors, of which The Artist or its contractors have no control, for instance - but not limited to - due to extreme weather conditions and epidemics and legal restrictions as well as specific authority recommendations in terms hereof, is never to be considered breach of the Agreement, if The Artist:
 - A. As soon as possible gives notice by e-mail to The Client of the delay containing,
 - B. explanation the reason for delay and,
 - C. provides an estimated timeframe of the delay as well as a statement of The Artists approach to reduce the delay in the attempt to be able to make a contractual delivery within the agreed timeline.
- 3.7 In case of delay due to external factors, of which The Artist or its staff/contractors have no control, including all factors controlled by The Client, SDF or its staff/contractors, the timeline in Appendix B is changed accordingly.
- 3.8 In case of delays for more than 30 consecutive days of delay due to factors controlled by The Client or SDF. and which prevents The Artist from completing The Work and delivering contractually, The Artist has the right to cancel the Agreement. However, this right depends on The Artist giving written notice (by e-mail) to The Client and SDF with notice of termination of the Agreement if the conditions are not settled within 3 days from the date of the notice. The written notice can be given after 21 consecutive days delay of the above character but not later than 40 days after the first day of delay. The same right for The Artist applies if delays of the above character occur periodically over a period of 60 days, resulting in The Artist being prevented completing his work and delivering contractually. In this case The Artist must give written notice (by e-mail) to The Client and SDF with notice of termination of the Agreement in the event of any further delays of this nature.

3.9 Neither Party shall be under any liability whatsoever to the other Parties for failure or delay in the performance of any of its obligations by reason of force majeure, such as war, labor disputes, accidents, shortages of materials, acts of government authorities or any matters (whether of the same nature as the foregoing) which are beyond the control of the Party unable to perform its obligations. In case of failure or delay of more than 60 days due to force majeure, both Parties may cancel the Agreement. Force majeure can only be invoked if a Party informs the other Parties in writing and without undue delay of the cause, expected extent and expected duration of the inability to fulfill its obligations. If one of the Parties, due to force majeure, is prevented from fulfilling its obligations under this Agreement, the other Parties shall have the right to withhold its corresponding benefit but shall in addition have no claim against the Party.

4. Rights, credits, marketing etc.

4.1 The Client and SDF receives upon payment of the last installment cf. section 5.2 exclusive licenses to The Work for 15 years.

4.2 The licenses are subject to the following: The Client has the right to exhibit The Work only at the agreed location, The Work may not be moved. The Client has a duty to maintain The Work according to The Artist's instructions, cf. section 2.13 and to bear all maintenance costs. The Client and/or SDF may not transfer the licenses to any third Party.

The maintenance of the license also requires that The Client or SDF does not perform, or allows others to perform, acts that infringe The Artist's exclusive rights to The Work, including The Work's title, nor the rights to The Artist's name and image.

4.3 After the end of the license period, the Parties may either agree on an extension of the license period or a new license. If the Parties, however, do not agree to an extension of the license period or a new license within 30 days after the end of the license period, then The Client is obliged to remove The Work at its own expense and strictly according to The Artist instructions. In that event it should be noted that it is important for The Artist that the materials are recycled as far as possible, and that removal takes place in a sustainable way. If The Artist grants a third Party a license for The Work or makes use of all or some of the parts of The Work for own purposes, The Artist will bear the cost for removal and subsequent storage. As this project has been developed to include several sites, it is important that they are viewed as a collective rather than individual sculptures. Therefore, all of the Artworks have to be maintained as a group for a minimum of three (3) years, and per 4.1, as long as the license is in force, (15) years. Each site needs approval from SDF and The Artist to make any plans for removing or deaccessioning the Artwork.

4.4 The Client and SDF has the right to use photographs of The Work on The Client's and SDF's own platforms (website, social medias etc.) to inform about The Work, The Exhibition and the specific

THOMAS DAMBO

context in which The Work and The Exhibition is included. This right cannot be extended to use The Work as a part of a logo and landmark etc. for the Client and/or SDF, nor as part of advertising and promotion of the Client and/or SDF, the Client's and/or SDF's products, or services of third party / third party's products or services. At all times The Artist must be credited with the following: ["Title of The Work, part of Title of The Exhibition by artist Thomas Dambo"] in addition to - where possible - a link to the website www.thomasdambo.com. When using photographic images of The Work, The Artist must be "tagged" where possible. The Client and SDF must "tag" The Artist's social media channel relevant to the given media of the post within the first 4 lines of text. The Artist's channels are the following:

Facebook: <https://www.facebook.com/thomasdambos>

Instagram: <https://www.instagram.com/thomasdambo/>

Youtube: <https://www.youtube.com/user/ThomasDambo>

Twitter: <https://twitter.com/thomasdambo>

The Artist has at any time the right to pre- approve the Client's and/or SDF's use of photographs of The Work as well as the use of the title of The Work, the title of The Exhibition and Thomas Dambo's name, regardless of whether the use is made by The Client, SDF or by a third Party connected to The Client and/or SDF in any way whatsoever.

The Client and/or SDF does not have the right to prepare, produce, sell or similar any merchandise containing The Work, The Exhibition, the title of The Work, the title of The Exhibition or other references to The Work and/or Thomas Dambo. The rights to merchandising are not covered by the present Agreement and agreement on this must be entered into between the Parties separately and in writing and based on The Artist's standard terms for merchandising.

- 4.5 The Artist agrees to be available for interviews and photo sessions for press coverage to a reasonable extent and otherwise by further agreement, online or in person. The Artist agrees to participate in up to 3 events to be held during the installation of The Exhibition. The dates for these events must be coordinated between The Client, SDF, The Clients of the other works in The Exhibition and The Artist, and approved by The Artist no later than May 1st 2023.
- 4.6 Any intellectual property rights to The Work, incl. copyright, the title of The Work and rights to the design, belong exclusively to The Artist. The same applies to sketches, molds, and drafts etc. of any kind produced by The Artist, whether used in the final work or not. Any parts produced for The Work, regardless of used in the final Work, belong to The Artist. There is no transfer of any intellectual property rights from The Artist to The Client or SDF under this Agreement.
- 4.7 The Client and SDF furthermore acknowledges that all rights, conceptual rights, copyrights, design rights, trademark rights as other rights to the prospectus, ideas, and other elements

THOMAS DAMBU

presented to the Client or which appear from The Artist's public profiles on the Internet, or which can be experienced as published works around the world, exclusively belong to The Artist.

- 4.8 The Client and SDF agrees that any of The Client's and/or SDF's involvement (financially or otherwise) of implementation, execution, creation etc. of sculptures and the like according to the same principles, using the same materials with the same type of expression, etc. (not exhaustive examples) which is in line with The Artist's work, ideas and expressions and which may even give the impression that The Artist is participating, approving or involved, inevitably entails parasitizes on The Artist's efforts and reputation and/or plagiarism/ unauthorized copying of The Artist's concept and copyrights. Such violations of The Artist's rights are expected to lead to for instance injunction and claims of compensation to The Artist. Furthermore, such actions constitute The Client's material breach of this Agreement.
- 4.9 The Artist is prevented from producing a work identical to The Work delivered to The Client. However, The Artist is not prevented from producing Works under the theme "Trolls" with the same type of troll as delivered to The Client. Furthermore, The Artist is not prevented from taking photographs, video//live footage etc. of The Work and to use these on its websites, in all social media and in any material presented to future customers. However, in no event The Artists may display The Work together with other art works from The Client's location or The Client's private quarters etc. without prior permission from The Client. Finally, The Artist is not prevented from using identical Parts (for instance feet or head) of The Work integrated in, or otherwise connected to, other works by The Artist, if such other works are not identical or have the same overall expression as The Work.
- 4.10 In case of third-Party violation or need for enforcement of the rights in terms of third-Party cf. this section, The Artist has the exclusive right to take proceedings in court.
- 4.11 Failure to comply with this section constitutes a material breach of the Agreement.

5. Contract sum, payment, and other expenses.

- 5.1 If the exchange rate on average, during the payment dates are below 100USD/640.81DKR, which was the exchange rate at the time of the Parties' for making initial draft of the Agreement on 18. October 2021, the difference will be invoiced to The Client in the final payment.

THOMAS DAMBU

5.2 The contract sum for The Work is agreed to the total amount of 75,000 USD, to be paid to The Artists in the following 5 installments upon reception of invoice according to the terms stated in this:

- 1: 20% Paid by The Client upon the signing of this Agreement.
- 2: 20% Paid by The Client no later than ten (10) calendar days after delivery of, and approval of the Final Concept of The Work.
- 3: 20 % Paid by The Client no later than ten (10) calendar days after delivery of pre produced parts at the Client's premises.
- 4: 20% Paid by The Client no later than ten (10) calendar days after the beginning of Phase 5.
- 5: 20% Paid By The Client no later than ten (10) calendar days after Final Delivery of The Work, as provided hereunder.

In no event is The Client required to claim repayment of amounts already paid to The Artist. In addition to the contract sum, SDF pays for transport of any part of Work to The Client's location as well as proper insurance, see for instance section 6.2.

5.3 In addition to the contract sum and other costs mentioned in this Agreement The Client provides and pays 1/10th of the total expenses for proper accommodation for The Artist and his staff/contractors throughout these people's stay at or nearby the location during the Exhibition period. Appendix B further describes The Artist's requirements for accommodation, catering and other conditions regarding The Artist's stay in connection with the creation of The Work.

Commented [1]: To be adjusted once we know how many trolls in total.

5.4 Furthermore, The Artist may request reimbursement for pre-approved expenses associated with travel and accommodations for members of The Artist's team, upon delivery of an invoice and receipts, plus per diem (as set forth below), and the details of which shall be as set forth on Appendix B. SDF will make efforts to secure a sponsorship with an international airline and a US domestic airline to provide travel vouchers for covering a maximum of 35 one way flights. In the event that a sponsorship is not secured or only partial travel vouchers made available, SDF will reimburse The Artist for travel expenses for up to 10 people traveling to/from Seattle. In addition to those accommodations described under Appendix B, The Client shall provide nourishing meals for each member of The Artist's team plus a per diem of \$15 USD per person per day During phase 5., as further described in Appendix B.

6. Warranties and liability

- 6.1 The Artist guarantees that The Work is created and produced by The Artist and that it does not violate any third-Party rights.
- 6.2 Both The Artist and The Client have taken out proper insurance against injuries to third Parties and third Parties' property. The Artist has taken out insurance through the Danish insurance company TRYG. The Artist's limitation of liability equals the insurance coverage of DKK 15,000,000. Equivalent to Approx. USD 2,343,750 depending on the current exchange rate.
- 6.3 The Artist shall not be liable in respect of The Client or The Client's employees in the event they suffer injuries and loss during their work with The Work unless such injuries and loss arises directly from The Artist's gross negligence, gross misconduct, or intent.
- 6.4 The Artist does not guarantee The Work's durability and The Artist cannot be held liable for damages as a result of wear and tear, etc. of any sort. The same applies to planting etc. which surrounds or is part of The Work.
- 6.5 The Client is solely liable for any damage to The Work, The Artist's equipment as well as The Artist himself, incl. his employees and contractors, incurred in connection with the installation of The Work on The Client's location unless such damage arises directly from The Artist's gross negligence, gross misconduct, or intent. Regarding force majeure, see section 3.9.
- 6.6 Neither Party shall be liable to the other Party for any *indirect* loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Party, its employees or agents or otherwise) which arise out of a breach of or in connection with this Agreement, whether or not the Party has been advised of the possibility of those damages and whether or not any or all of those damages are attributable to a Party's acts or omissions.
- 6.7 It is essential to point out that The Work is a *work of art*, not an installation designed for, for instance, playing or other physical activities. Similarly, it should be emphasized that The Work to some extent is produced by materials that are perishable and which must be constantly maintained by The Client according to The Artists instructions.
- 6.8 The Artist is at no time liable for damages or losses of any kind inflicted on The Client or on a third Party, in connection with The Work. This applies any kind of damage to the surroundings as well as to The Work itself. The Client guarantees that The Artist will be reimbursed for claims as a result of such damages and losses. The Client indemnifies The Artist any claims for payment of such amounts as well as costs for handling such claims, incl. all legal and similar costs.

6.9 Depending on The Artist's choice, major repairs of The Work due to for instance wear and tear incl. damage from wind and weather, or possible vandalism, must be performed by The Artist or his employees at The Client's sole expense. If the location is outside Denmark, the expenses cover transport, accommodation, and meals, assisting workers etc. on the same terms as for the construction of The Work, see appendix B. Regardless of the location in question, The Artist receives 22,000 DKK (+ 2% in inflation difference per year from signing of this agreement)pr. day he contributes to the repairs. If it is not possible for The Artist to be present at the location to supervise the repair, instead The Artist can choose to be a consultant (online) on all repairs against an hourly payment of 2,500 DKK. In either event The Artists has the right to approve all steps taken in connection with the repairs incl. the type of personnel hired for this purpose. All amounts to The Artist according to this section are paid against invoice from The Artist with payment terms as stated in the invoice.

7. Termination, assignment, breach

7.1 This Agreement cannot be terminated by either Party except where expressly stipulated in the Agreement. If the Agreement is fully or partially terminated or lapses for whatever reason, any provisions relating to rights, liability and reimbursement are maintained.

7.2 Neither Party has the rights to assign their rights or obligations under the Agreement to a third Party, however, The Artist is entitled to transfer his rights to a group affiliated company.

8. Confidentiality

8.1 Neither Party shall disclose the terms of this Agreement or any confidential information relating to the affairs of the other Party, which may come to its knowledge during or in connection with this Agreement, to any third Party, other than their respective professional advisers who are bound by a similar professional duty of confidence. This clause shall however not apply to any information made legally public.

9. Law and venue additional terms etc.

9.1 In the event of any inconsistency between the terms of the Agreement and the Appendixes, the terms of the Agreement shall prevail.

9.2 With assistance from The Client and SDF, The Artist, shall be responsible for applying for and securing all required visas and/or work permits in relation to this Event. Any costs related to this procedure, is to be covered by SDF.

THOMAS DAMBO

9.3 For the avoidance of doubt, it is clarified that obtaining building permit - where required - is the Client's sole responsibility and must be in place, well in advance of The Artist commencing his work on the location.

9.4 The Agreement must be signed to be binding on all Parties. The Agreement and Appendixes constitute the Parties' overall Agreement, and draft Agreements, correspondence, minutes, and the like prior to the signing of the Agreement may not be invoked by any of the Parties. Changes to the terms of the Agreement must be drafted in writing and accepted by all Parties.

9.5 The Agreement must be interpreted in accordance with Danish law. Venue is the Courts of Denmark.

Date: _____

Date: _____

Thomas Winther Pedersen, Artist
Thomas Dambo Art Aps

[insert information on signee Client]

Date: _____

Date: _____

CEO, Mimi Larsson Drewsen

Fidelma McGinn
President, Scan Design Foundation

Thomas Dambo Art Aps

Appendixes:

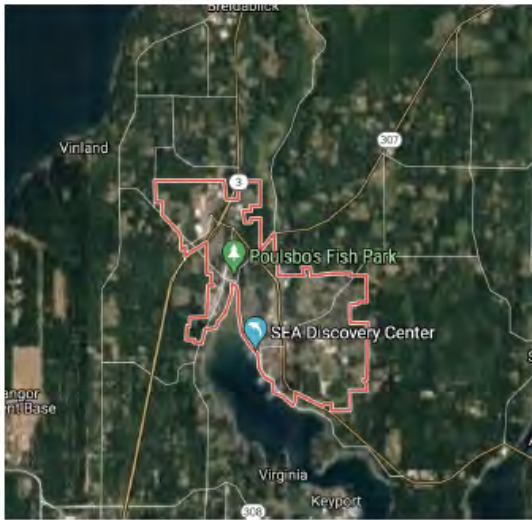
- A: Troll examples, locations and preliminary design concepts.
- B: Timeline for the project phases as well as staff, necessary preparations and equipment delivered by The Client. Requirements for accommodation.
- C: Letter of Intent.

THOMAS DAMBO

Appendix A

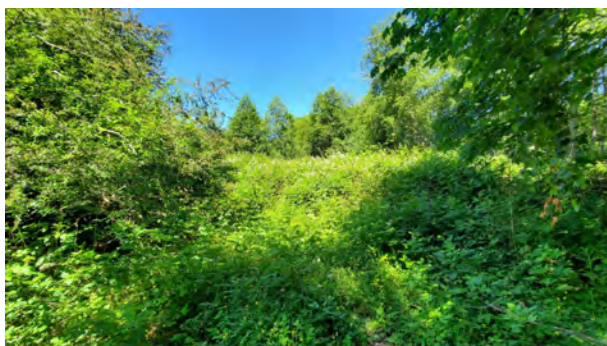
A1 - Location

The Work will be installed at the Fish Park of Poulsbo, pin pointed on this map:



Location is in the massive blackberry bush in fish park in Poulsbo

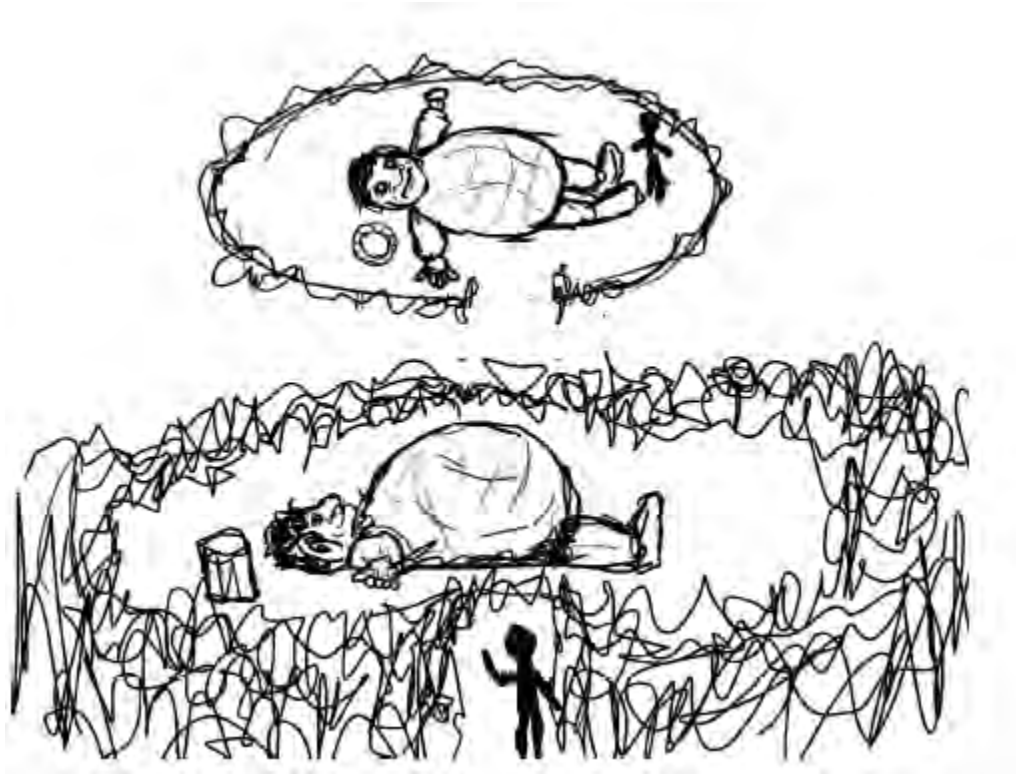
The Work will be placed inside this massive blackberry bush.



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A2 - Concept and sketch

Troll laying down, with a big full belly sleeping in a clearing made in the middle of the blackberry bushes.



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Troll Examples

A3 - Examples of Similar sculptures



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NW Nordic Troll Hunt

Appendix B

Timeline and project phases

The following dates are approximate and may need to be updated to reflect changes that are outside the control of the parties. The objective is to have all sculptures completed and installed at the various sites by August 11th, 2023.

Timeline:

Phase 1: Design and development	November 15 2022 - February 1st 2023
Phase 2: Preproduction	December 1 2022 - April 1 2023
Phase 3: Shipping of parts	April 1 2023 - June 1 2023
Phase 4: Preparations by The Client	December 1 2022 - June 1st 2023
Phase 5: Construction and installation on site	May 27 2023 - August 11 2023

"The Artist" refers to The Artist Thomas Dambo and/or The Artist's staff and/or contractors.

During all phases, it is essential that The Artist has full and ongoing access to The Client and the Clients' and SDF's employees and contractors who are relevant for the completion of the project and the construction of the work in the selected area. Lack of ongoing access to these people could lead to delays during the present phase as well as in all forthcoming phases for which The Artist cannot be held reliable. The access may be in the form of telephone, email, skype or otherwise agreed between the parties.

THOMAS DAMBU

Phase 1: Design and development (November 15 2022 - February 1st 2023)

- During several site visits, and conversations between The Artist, The Client and SDF, these Parties have jointly decided on the following location: **Insert names and address of the site**
- Based on the chosen location, inputs from The Client, and preliminary designs (See appendix A) The Artist submits by e-mail to The Client a concept drawing for his characteristic Trolls, with a short description of concept, expected materials, expected dimensions, and preparation needs.
- Based on the concept drawing, The Client must hire an engineer to approve and/or give input on the proposed construction of the sculpture, to certify the durability of this. All fees related to engineering must be carried by The Client.
- On the basis of the concept drawings and comments from The Client, The Artist will develop a plan for making and installing The Work together with a list of materials, possible preparation needs to the locations, and necessary machinery and tools for installation, to be send by e-mail to The Client no later than February 1st 2022.

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Phase 2: Preproduction (December 1 2022 - April 1 2023)

- The Artist will pre-produce certain parts for The Work and The Exhibition at a location outside of The Client's premises, to be chosen by The Artist. For this purpose - and depending on the material used - this work may be performed by subcontractors engaged by The Artist.

Phase 3: Shipping (April 1 - June 1 2023)

- The Artist organizes shipping of the preconstructed parts of The Work to a location given by The Client and SDF. SDF must without undue delay provide The Artist with all necessary information to realize the shipping and assist in the procedure by, and if deemed necessary by The Artist, engaging a customs broker to assist with the shipment, at SDF's expense.
- Upon delivery of the preconstructed parts of The Work and The Exhibition at the chosen location SDF must handle any off-loading of the truck, and store the parts of The Work and The Exhibition indoors and secure until it is to be transported to the chosen location for installation.

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- Upon delivery of the preconstructed parts of The Work at The Client's premises The Client must handle any off-loading of the truck, and store the parts of The Work indoors and secure until The Artist arrives for the installation phase.

Phase 4: Preparations by The Client (December 1 2022 - June 1st 2023)

- Based on instructions given by The Artist, The Client must prepare the chosen location for The Work necessary prior to the beginning of Phase 5. This preparation can include, but not be limited to trimming of surrounding trees, removal of physical obstacles, modifications to the surface level, and/or the making of concrete foundation. All preparations will be made at The Client's sole expense.
- Based on the material list sent by The Artist during Phase 1, The Client must source the reclaimed and natural materials, (for example pallet wood, leftover construction wood, wood from damaged trees etc) as well as assist The Artist in purchasing any necessary materials for creating The Work. All expenses for materials such as new construction wood, electronics, rope, steel for inner constructions etc which cannot be reclaimed or collected for free will be purchased at The Client's sole expense. If engineering drawings are deemed necessary e.g. for production of inside steel construction, the cost for engineering must also be carried by The Client.
- Where necessary The Client and SDF will assist in applying for and securing all required visas and/or work permits which are necessary for The Artist incl. staff etc. to deliver according to the agreement.
- Any building permits that have not been formally secure prior to signing the contract must be securing before moving to phase 5.

Phase 5: Construction and installation on site (May 27 2023 - August 11 2023)

THOMAS DAMBU

- The Artist (incl. team) arrives in Washington to construct, install and embed The Exhibition on or around the May 27th 2023. The Artist's team will consist of up to 10 of The Artists employees or contractors.
- Final delivery of The Exhibition will take place no later than **August 11 2023**.
- No later than March 15 The Artist provides SDF and The Client with proposed dates and order for installation of all works in The Exhibition including The Work. Within The Timeslot designated to The Work, The Client must meet the obligations specified below.
- When necessary and requested by The Artist, The Client provides full collaboration by its staff and makes available at The Artists request, in good quality, and at The Clients sole expense, tools and machinery for heavy lifting, ground preparation, transportation of materials etc. to install the Work, for instance (but not be limited to):
 - Telescope lift
 - Safety lines
 - Gardening tools
 - Ground Drill
 - Welding equipment
 - Excavator
 - Pick-up trucks
 - Table saw
 - Chop saw
 - Circular sander
 - Band saw
 - Air compressor
 - Nail guns
 - Jigsaws
 - Impact drivers
 - Screwguns
 - Battery chargers
 - Double Dewalt Chargers
 - Batteries
 - Batteries
 - Saws-all
 - Electrical planer
 - Grinder
 - Cordless grinder
 - Hammers

THOMAS DAMBU

- Bit extenders
- Various blades, bits and screws

At all times The Client is fully responsible for its staff and equipment and controls the equipment made available. Any materials needed for the tools e.g., nails for the nail guns will be paid for by The Client.

- During phase 5 The Client, at The Client's sole expense, must provide an indoor workshop space of minimum 60 square meters, with electricity and a toilet close to the chosen location of The Work. Alternatively, a large tent, with generators, and a mobile toilet must be set up on the premises allowing The Artist and team to work during rain. Details to be discussed and confirmed by The Artist.
- During phase 5 The Client together with SDF and the other Clients must provide a minimum of 4 full time staff members with carpentry experience, to assist the build. The staff members will work alongside the Artist's team for 37 hours a week. All expenses related to The Client's staff will be split equally between The Client and The Client's of the other works of The Exhibition.
- During installation of The Work at The Client's location, at The Client's sole expense, must provide volunteer coordinator and a team of minimum 5 local volunteers to assist the build for 8 hours per day for 2 weeks (Monday-Friday). Each volunteer must sign up for a minimum of 4 hours per shift, and for a minimum of 4 days during phase 5 All coordination, insurance, catering etc of the volunteers is the responsibility of The Client at The Client's sole expense. If The Client isn't capable of recruiting the required volunteers, The Client must provide/hire an equivalent of 1 extra professional per 2 volunteers to assist the build.
- During phase 5, SDF, at SDF's sole expense, must provide bicycles, golfcarts or similar transportation for The Artist's team to quickly get around locations. SDF must also provide up to 3 rental cars, including 1 van for The Artist, at SDF's sole expense.
- During phase 5 The Client, SDF and The Client's of the other works must provide housing for The Artist and The Artist's team. The housing options can be hotels, rental houses or similar and must be approved by The Artist prior to the Artist's (incl. team) arrival and must as a minimum meet the following requirements:
 - The house should be placed as centrally between the different installation sites of The Exhibition as possible. It is likely that 2-3 separate rentals must be made during phase 5 to optimize the work flow. Details to be confirmed

THOMAS DAMBU

- Each member of the Artist's team must have their own private room with electricity, heating/air-condition, wardrobe/closet, a comfortable bed, a door and minimum 1 window.
 - A minimum of 2 bathrooms/showers.
 - A fully equipped kitchen
 - common area with a TV, and preferably also outdoor common area, for example a porch.
-
- During phase 5, the Client is responsible for providing nutritious food for breakfast, lunch and dinners for The Artist and full team, including vegetarian and vegan options. Additionally, each member of the Artist's team shall be provided with a per diem of \$15 USD per person per day. The total expenses for per diems will be split equally between The Client and The Client's for the other works
 - After the delivery of The Work, a standard maintenance plan is provided to The Client by The Artist.