

City of Poulsbo

Office of the City Clerk



NOTICE OF SPECIAL CITY COUNCIL MEETING

NOTICE IS HEREBY GIVEN that the Poulsbo City Council will hold a Special (Double) Meeting on **Wednesday, November 9, 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:

In Person: Poulsbo City Council Chambers, 200 NE Moe Street, Poulsbo, WA

Zoom: <https://us02web.zoom.us/j/81176303860>

Phone (253) 215-8782 / Meeting ID: 811 7630 3860

The agenda for this meeting is attached.

Rhiannon Fernandez

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
November 9, 2022 ~ 5:00 PM
A G E N D A**

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/81176303860>

Dial +1 (253) 215-8782 / Webinar 811 7630 3860

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. **MAYOR'S REPORTS AND COUNCIL COMMENTS**
 - a. Department Head Reports
5. **WORKSHOP AGENDA.**
 - a. Special Event Applications in November & December 2022 (Wilson) – 5 minutes
 - b. CIP Presentation (Booher) – 45 minutes
 - c. Council Goals Continued Discussion (Fernandez/Erickson) – 30 minutes
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. ARPA Agreement with Fishline for Mental Health Counseling – Request for 2023 Extension (Hendrickson)

- b. BA #22-0406 Marine Patrol Boating Program (Harding)
- c. SWAT ILA (Harding)
- d. Play for All Grants & Consultant Contracts (Cornette)
- e. Authorize Disposal of Surplus Goods (Booher)
- f. Approval of Council Meeting Minutes of October 5, 2022 (Fernandez)
- g. Resolution No. 2022-17, Land Use Fee Schedule Update (Coleman)
- h. Resolution No. 2022-18, Engineering Fee Schedule Update (Burgess)

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

- a. Public Hearing on the 2023-24 Budget (Booher/Ellington) – 15 minutes
- b. Set Property Tax Levy (Booher/Ellington) – 5 minutes

8. BOARD & COMMISSION REPORTS

9. CONTINUED COMMENTS FROM CITIZENS*

10. MAYOR & COUNCILMEMBER COMMENTS

11. 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:

AGENDA ITEM:	Special Event Applications in November & December 2022
EXHIBITS:	Applications
STAFFED BY:	Special Events Coordinator Wilson
CATEGORY:	Workshop
MAYOR OK/Initial:	

SUMMARY STATEMENT:
Staff will review Special Event Applications in November and December 2022: 1. Poulsbo Tree Lighting 2. Viking Bonfire - Julefest 3. Poulsbo Fire Neighborhood Santa Tours 3. Tuba Christmas Attachment: "11.9.22 Event Review.pdf"
<input checked="" type="checkbox"/> Additional Staff Report Attached

WORKSHOP DATE:	
11/03/2022	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:
Seeking any public comment on the above mentioned events.

SAMPLE MOTION:





Application for Special Event Permit
 Parks & Recreation Department
 19540 Front Street NE – Poulsbo, WA 98370
 (360) 779-9898

OFFICE USE ONLY
 (Date Stamp)
RECEIVED
 OCT 11 2022
 BY: Lin Wilson

Please answer **all** questions completely. Additional pages may be attached. Completing this Application will provide City staff with the information necessary to address public safety and compliance with local policies, regulations and laws. Submittal of this Application to the Parks and Recreation Department does not indicate or guarantee approval of the Application or the dates requested. Additional information may be requested by City personnel prior to submittal for final consideration. All Applications need to be submitted 90 calendar days in advance of event. If an application contains no road closures and is submitted within 45 to 90 days prior to event, a \$50 expedite fee will apply. No applications will be processed for events falling within 45 calendar days of the event. Application will not be accepted prior to one year of the event date.

A meeting with City personnel may also be required prior to event approval.

1. Event Overview	
Event Name:	Poulsbo Tree Lighting
Event Date(s):	Friday Nov 25th 2022
Event Location:	<i>Describe event location, address, and neighborhoods:</i> Waterfront parkway
Event Description:	<i>Please give a general overview of event, including purpose:</i> Lighting of the Christmas tree with crafts for the kids and smet carolers
Event Features:	<input type="checkbox"/> Alcohol Sales / Beer Garden (see Section E, additional insurance required) <input type="checkbox"/> Amplified Sound (see Section O) <input type="checkbox"/> Amusement Ride: Inflatable (see Section F, additional insurance required) <input type="checkbox"/> Amusement Rides with Fee Collected (see Section G, Admission Tax) <input type="checkbox"/> Animals: Domestic or Farm (see Section N) <input type="checkbox"/> Booths / Vendors (see Section I, vendor list required) <input type="checkbox"/> Car Show <input type="checkbox"/> Cooking Food Service (see Section J, fire extinguisher required) <input type="checkbox"/> Fireworks / Pyrotechnics (see Section H, additional documentation & insurance required) <input type="checkbox"/> Generator <input type="checkbox"/> Outdoor Fire (see Section M, Burning Permit Required) <input checked="" type="checkbox"/> Parade <input type="checkbox"/> Run: 1k / 5k / 10k / Half Marathon / Full Marathon (circle one) <input type="checkbox"/> Signs (see Section K, additional permits might be required) <input type="checkbox"/> Stage: Height in inches _____. (see Section K, additional permit might apply) <input checked="" type="checkbox"/> Tents / Canopies (see Section K, additional permits might apply if structure is greater than 400 square feet) <input type="checkbox"/> Walk: 1k / 5k / 10k (circle one) <input type="checkbox"/> Other: (please specify) _____

2. Contact Information		
Applicant/Event Organizer: Viking Fest Corp/Chamber of Commerce		
Event Applicant/Organizer/Main Contact: (must match signature on Application)	Name: Kathi Foresee	
	Title: President	Organization: Viking Fest
	Phone:	Cell:
	Email:	
	Mailing Address:	
	City:	State:
Public Contact: (will be published on Special Events website calendar)	Name: Kathi Foresee	
	Title: President	Organization: Viking Fest
	Phone:	Cell:
	Email:	
	Mailing Address:	
	City:	State:
On-Site Contact: (available at event site on event days)	Name: Kathi Foresee	
	Title: President	Organization: Viking Fest
	Phone:	Cell:
	Email:	
	Mailing Address:	
	City:	State:

3. Event Details						
Set Up Starts:			Take Down Complete:			
Start Date: Nov 21 thru 23		Start Time: not sure	End Date: Dec 29-39th		End Time:	
Event Dates / Times: Indicate Dates / Times OPEN to attendees				Expected Daily Attendance:		
Day:	Date:	Start Time:	End Time:	Participants	Spectators	Staff/Volunteer
Fri	Nov 25	5 pm	7 pm	200 +		20+
Day:	Date:	Start Time:	End Time:			
Day:	Date:	Start Time:	End Time:			
Additional details: (Attach additional pages as needed for additional days or details)						
Set up and take down times and dates may change						

checkbox for getting lights

Service, consumption and/or sale of alcohol, use of fireworks/pyrotechnics, inflatables, carnivals, certain animals, among other higher risk or specialty activities, may require additional insurance coverage. See Section A – Insurance Requirements.

Select all that apply. Show all equipment on your attached Site Map and describe in detail in supplemental documents.

- | | |
|---|--|
| <input type="checkbox"/> Staging/Scaffolding | <input type="checkbox"/> Generators |
| <input type="checkbox"/> Speakers / PA System | <input type="checkbox"/> Animals |
| <input type="checkbox"/> Fireworks | <input type="checkbox"/> Inflatables / Bouncy Toys |
| <input type="checkbox"/> Portable Restrooms | <input type="checkbox"/> Handwashing Stations |
| <input checked="" type="checkbox"/> Tents larger than 400 square feet | |
| <input type="checkbox"/> Other Equipment (Describe): | |

All Applicants that require temporary power box(s) (known as a Spider Box) and cables must obtain an L&I permit per L&I code for temporary power supply. It is also the requirement and responsibility of the Applicant to have L&I inspect the temporary power supply (Spider Box) and cables prior to the event. Inspection requests may take up to 48 hours. Scheduling the inspection with L&I (360) 415-4000 at least 72 hours prior to the event is required.

Have you obtained an L&I permit for temporary power supply? YES NO

Additional Equipment / Set Up:

Restroom facilities are often limited or not available at special event sites. Event Organizers must supply adequate and accessible restroom facilities, including ADA compliant portable restrooms and handwashing stations. The recommendation for provision of toilets is one for every 100 attendees and minimum of one ADA compliant restroom. For more information see **Section Q: Portable Toilets**.

Check all that apply:

- Using facilities available (i.e. park/public restrooms)
- Adding portable toilets to existing facilities. If so, number of portable toilets _____
- Solely using portable toilets. If so, number of portable toilets _____
- Handwashing Stations. If so, how many _____

Event Organizers are responsible for managing and removing all Solid Waste (Garbage) within the area of the event. Collection station locations must be identified on the Site Map. See **Section P: Solid Waste Disposal / Recycling**.

Solid Waste:

- Self-haul all waste at conclusion of event
- Dumpster being rented from City of Poulsbo Public Work Department
- Other: (please specify plan)

Amplified Sound

There is a 10pm curfew for all noise within the City limits. Any variance to the noise ordinance will require approval by the City Council at one of their regular meetings. For more information, see **Section O: Amplified Sound**. *using Karaoke set up*

Will there be amplified sound? YES NO

Indicate dates/times of any amplified sound below:		
Date: Nov 25th	Start Time: 5 pm	End Time: 7 pm
Date:	Start Time:	End Time:
Date:	Start Time:	End Time:

Tents

Tents/ Canopies larger than 20'x20' (400 square feet) require additional permits from the City of Poulsbo's Planning & Economic Development Department. See **Section K: Tents/Stage/Signs**.

Will there be tents or canopies under 400 square feet? YES NO
Will there be tents or canopies over 400 square feet? YES NO

Signs

Some signs do require a sign permit. For additional regulations, see **Section K: Tents/Stages/Signs**.

Will there be signs? YES NO

Stages

Any stage above 30" from the ground or one that contains stairs, will need approval by the City of Poulsbo Building Department. See **Section K: Tents/Stages/Signs**.

Will there be a stage? YES NO If yes, height in inches: _____

Food Sales

Kitsap Public Health District Temporary Food Permits must be applied for 14 days prior to the event by contacting Kitsap Public Health. Additional insurance requirements may be required. For additional information on applying for the Temporary Food Permit, see **Section J: Food Sales/Consumption**.

*Sons of no way
hot dogs?
-hot drinks
w/BUSINESS?*

Does your event include:			How Many?
Any food service and/or sales?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Professional catering?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Food Trucks?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Food booths or food vendors?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	

Alcohol Sales

The sale, service, and consumption of alcoholic beverages are subject to Washington State Liquor and Cannabis Board (WSLCB) regulations, licensing, and requirements. Special Occasion and other liquor licensing need to be applied for at least 45 days in advance of event date. Additional Insurance will be required. For more information, see **Section E: Alcohol Sales/Consumption**.

Will alcohol be sold or consumed at event?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Will alcohol service be sponsored by a non-profit entity? Name of non-profit:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Submit copy of Special Occasions License
Will alcohol be provided by an already licensed business establishment as an off-site sale?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Submit Letter of WSLCB Approval

WSLCB requires Applicants to submit a site map which shows fencing, entrances, exits, dimensions, and maximum capacity. This map will also need to be submitted with this Application packet.

Is WSLCB approval document and Site Map attached?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
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Fireworks

If event includes Fireworks/Pyrotechnics, additional documentation is required. For more information on the additional documentation that is required, see **Section H: Fireworks/Pyrotechnics Displays.**

Will event include Fireworks/Pyrotechnics? YES NO

If YES, Additional Documentation Required:

- Public Fireworks Display Permit
- Copy of General Display Fireworks License
- Copy of Pyrotechnic Operator License
- Map of the Safety Zone (must include GPS Coordinates)
- List of quantities and sizes of fireworks being discharged
- Fireworks Vendor's Certificate of Liability Insurance and Add'l Insured Endorsement

Does the Fireworks Display Company have a current City of Poulsbo Business License? YES NO

If no, a Temporary Business License must be applied for.

Amusement Rides / Inflatables / Carnivals

If event will contain an amusement ride, additional documentation is required. For additional information, see **Section F: Amusement Rides/Inflatable/Carnivals.**

Will event contain Amusement Rides, Inflatables, or a Carnival? YES NO

If YES, Additional Documentation Required:

- Department of Labor and Industries Inflatable/Amusement Ride Inspection Report for rides being used (see Section F for guidelines of list requirements)
- A copy of the Department of Labor and Industries Electrical Inspection Permit Request
- Amusement Vendor's Certificate of Liability Insurance and Additional Insured Endorsement

Admission Taxes are required to be collected on any person operating a carnival with amusement rides in which a fee is collected for admission. The Sponsoring Organization is required to have a City of Poulsbo Business License as well. For More information, see **Section G: Admission Tax.**

Will a fee be collected to use any amusement rides? YES NO

If YES, please contact the Finance Department for the Admission Tax Filing Form.

Has a City of Poulsbo Business License been obtained? YES NO

If NO, please contact the City Clerks Department to obtain a city business license.

Use of Non-City Owned Property

Will property not owned or managed by the City of Poulsbo be used for event? YES NO

If YES, the owner/manager of the subject property must complete Non-City Owned Property Use Form. See Section U: Non-City Owned Property Use.

Towing

If event requires vehicles to be towed, Organization must accept responsibility and indemnify the City of Poulsbo and other authorizing property owner(s) by agreeing to pay any tow/storage charges or damage claims., if a court rules in favor of the registered owner and orders payment of such charges or damage claims.

Name of person responsible for rendering payment of tow/storage charges:

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4. Parks

Events held in a City of Poulsbo Park require completion of the Municipal Park Use Application. Additional fees apply. A **Site Map** is required to be submitted, see **Section C: Street Closure/Site Map/Route Map**. For regulations, see **Section D: Municipal Park Use**.

Will event be fully or partially held in a City of Poulsbo Park? <i>If YES, Name of Park:</i>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="text" value="Muriel Williams Waterfront Park"/>		
Was a park reservation was made prior to submittal of Special Event Application? (Please attached a copy of the Municipal Park Use Application)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

5. Street Use and Police Services

Any arrangements for street closures, barricades, traffic control or public safety will be made directly with the Police/Public Works departments who will contact Applicant after the Application has been submitted. The City reserves the right to charge any Applicant/Organization of a special event direct costs incurred by the City as the result of the event.

Events that include blockage or closure of any sidewalk, traffic lane, parking, street, or affect any right of way, are required to provide detailed maps. For map types and requirements, see **Section C: Street Closure/Site/Route Maps**.

Any street closure must allow for an unobstructed emergency lane (fire lane) of at least 20 feet in width.

Special Event activity may require Poulsbo Police Officers for public safety and or/traffic control. Police officer staffing, locations, and times are determined by the Poulsbo Police Department based on the time, place, and manner of the event. If you select yes to any questions requesting police safety/security, the Poulsbo Police Department will contact you to make arrangements for off-duty officers. A separate fee will be billed to the Applicant/Organizer for off-duty officer services. If more than 3 officers are needed at an event, a sergeant will also be required. (Police services are billed at a minimum of 3 hours).

Street Use	Does event require any sidewalk, traffic lane or street closures? (If yes, Street Closure Map required to be submitted)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO																																			
	Closure Area:																																					
	<input checked="" type="checkbox"/> Entire Street <input type="checkbox"/> Parking Lane only <input type="checkbox"/> Partial Street <input type="checkbox"/> Sidewalk only																																					
	Street Closure Details:																																					
	<table border="1"> <thead> <tr> <th>Street Name</th> <th>Between (cross street)</th> <th>And (cross street)</th> <th>Start Date</th> <th>Start Time</th> <th>End Date</th> <th>End Time</th> </tr> </thead> <tbody> <tr> <td><i>Example:</i> Front Street</td> <td>Fjord Dr</td> <td>Sunset St</td> <td>01/01/2019</td> <td>9am</td> <td>01/01/2019</td> <td>6pm</td> </tr> <tr> <td>Front Street</td> <td>Jensen</td> <td>Jensen</td> <td>11/25/22</td> <td>5 pm</td> <td>11/25/22</td> <td>6:00 pm</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Street Name	Between (cross street)	And (cross street)	Start Date	Start Time	End Date	End Time	<i>Example:</i> Front Street	Fjord Dr	Sunset St	01/01/2019	9am	01/01/2019	6pm	Front Street	Jensen	Jensen	11/25/22	5 pm	11/25/22	6:00 pm															Additional details: (such as alternative parking arrangements) The parade will run from the Parks and Rec lower parking lot down Front St to the waterfront park. We will turn into the parking lot at Jensen.	
Street Name	Between (cross street)	And (cross street)	Start Date	Start Time	End Date	End Time																																
<i>Example:</i> Front Street	Fjord Dr	Sunset St	01/01/2019	9am	01/01/2019	6pm																																
Front Street	Jensen	Jensen	11/25/22	5 pm	11/25/22	6:00 pm																																

	Will event provide a shuttle service?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
	If YES, name of shuttle provider: <input type="text"/>				
	Will a State Highway be used for any portion of your event?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
	If YES, Applicant must submit a Letter of Agreement from WSDOT. For the application and information on this process, See Section T: Washington State Highway Usage.				
Traffic Control	Are Police Officers required for traffic control for any portion of event?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
	List dates/times Police Officers are needed for traffic control:				
	Date	Start Time	End Time	# of Officers	Purpose
	<i>Example:</i> 01/01/2019	9:00 am	6:00 pm	2	Traffic control at Front Street and Jensen Way
Additional details regarding traffic control need: (Attach additional sheets as necessary)					
Safety & Security	Are Police Officers required for safety/security for any portion of event?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
	Does any portion of event take place on or in a body of water?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
	List dates/times Police Officers are needed for safety/security:				
	Date	Start Time	End Time	# of Officers	Purpose
	<i>Example:</i> 01/01/2019	9:00 am	6:00 pm	2	Provide security at carnival entrance
Describe safety and security needs that require Police Officers:					
Is Applicant/Organization hiring professional security personnel and/or assigning volunteers to security rolls?		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
If YES, how many? _____ If YES, describe roll: _____ _____					

8. Insurance Requirements	
The City of Poulsbo does not maintain insurance that will respond to claims against the Applicant arising out of the use of facilities by the Applicant, its members, vendors or those attending the event. The Applicant must provide a certificate of liability insurance prior to the event in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$1,000,000 Products-Completed Operations, naming the City of Poulsbo as an Additional Insured using an additional insured endorsement at least as broad as ISO form CG 20 12 or CG 20 26.	
Higher risk activities (such as beer gardens, carnivals/amusement rides/inflatables, fireworks, large gatherings, events on/over water, etc.) may require additional amounts and/or types of insurance.	
Are the Certificate of Insurance and additional insured endorsement, that meet the above-mentioned minimum requirements, included?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

7. Condition of Approval

Applicant has read and understands the conditions of the Special Events Permitting Indemnification/Hold Harmless Agreement, listed below? YES NO

I, Applicant, certify that I am authorized to enter into this Special Event Permit Application on behalf of Organization, that the event for which this permit is to be used will not be in violation of any City of Poulsbo ordinance and the statements made on this Application are true and correct to the best of my knowledge. I, as the Event Applicant/Organizer on behalf of Organization, agree to the terms and conditions of this permit.

The Applicant/Organization, shall defend, indemnify and hold harmless the City of Poulsbo, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the acts or omissions of the Applicant/Organization, its employees, volunteers, representatives or vendors, or from any activity, work or thing done, permitted, or suffered by Applicant/Organization, related to the permitted activity, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

<i>Kathi Foresee</i>	President
Signature	Title

Kathi Foresee	Nov 25
Printed Name	Date

For City Use	DATE PAID	RECEIPT NUMBER
\$75 Application Fee (code 770)	10/11/22	46308979
NA \$50 Expedited Fee (code 780)	10/11/22 2	46308979
\$50 Park Use Fee (code 7771)		
<input checked="" type="checkbox"/> Application for Information		



MUNICIPAL PARK USE APPLICATION

This is an application to conduct a social activity, special event, commercial activity or public service instructional class in a city park per Poulsbo Municipal Code (PMC) 12.32. All applications must be filed at least 30 days prior to the date(s), (90 days for special events) for which the permit is requested.

Park/Facility Requested: Raab Park Picnic Shelter Nelson Park Picnic Shelter Austin-Kvelstad Pavilion at the Muriel Iverson Williams Waterfront Park Other park/facility – please specify _____

Date of Event: Nov 25, 2022 Time Requested: from 12 pm am/pm to 8 pm am/pm

Description of activity: Poulsbo Tree Lighting Expected # people: 200-300

- BBQ (Raab/Nelson-Must provide fire extinguisher) Tents/Canopies Inflatables (Additional permitting/insurance required)
- Fire Pit (Raab Park / Muriel Iverson Williams Park; Must have permit from Fire Dept) 360-779-3997
- Beer/Wine Use (Raab Park Picnic Shelter only- Must have banquet or special occasion permit.)
- You can purchase these permits at: <http://lcb.wa.gov/licensing/banquet-permits>
- Music (Live / Recorded) Electrical Outlet Use Needed

event 5-7pm

Please provide a map of locations of: Tents/ Canopies / Inflatables * Tables/ Chairs (Outside of pavilion/shelter area)

Applicant: Viking Fest/Crossroads Address: _____ Phone: _____

Contact Person: Kathi Foresee Mailing Address: _____ Phone: _____

E-Mail: _____

Insurance / clean-up bond/ cash may be required in accordance with PMC 12.323.110. **Applicant will make provisions for clean-up of all litter, refuse and all other materials, including bins for recyclable items. Please return picnic tables as you found them.**

Non-refundable Application Fee Schedule

<input type="checkbox"/>	Social Events: Raab or Nelson Parks; or Austin-Kvelstad Pavilion	\$40/first 2 hours/\$10 each additional hour
<input type="checkbox"/>	Instructional Classes: (Instruction of classes by a person or organization who are requesting part of the park for that class).	\$60 per session
<input checked="" type="checkbox"/>	Special Events: ** (A one-time event where the public is invited to attend).	\$50 per event
1	Resident fee discount for applicants who reside within the City limits of Poulsbo	(-\$10 per application)

Resolution # 2014-08

Please note: Only those special events which are open to the public and which the public may observe / participate in without charge are authorized to be conducted in City Parks (PMC 12.32). Special events which require primarily use of all or any portion of any park and which require a fee to be paid prior to admission to a City park are not permitted. The solicitation of voluntary donations from the public during the course of an authorized event / activity is permitted. Application fees are non refundable.

WAIVER OF LIABILITY: ALL participants or guardians are requested to sign the following release. I/We assume all risks and hazards incidental to such participation including transportation to & from the activities and do hereby waive, release, absolve, indemnify and agree to hold harmless the City of Poulsbo employees, agents, officials and volunteers, for any claim arising out of any injury to myself or my/our child. STANDARDS OF BEHAVIOR: The City will not tolerate harassment of any kind that is made by employees or patrons towards employees or patrons. Harassment is defined as verbal or physical conduct that demeans or shows hostility or aversion toward another person. If a participant does not agree with the decision, an appeal to the Mayor is the final option. It is understood that by signing this application form, the SPONSOR / CONTACT PERSON agrees to all conditions of use and will be billed if the park is not cleaned up after use.

Signature of Applicant: Kathi Foresee Date: Oct 18, 2022



Poulsbo Parks & Recreation

Physical 19540 Front Street
Mailing: 200 NE Moe Street
Poulsbo, WA 98370

360-779-9898

parksrec@cityofpoulsbo.com

<http://www.cityofpoulsbo.com/parks/parks.htm>

Registration/Payment Receipt 46308979

10/11/2022 03:04 PM

Account Information

Poulsbo Chamber of
Commerce
Kathi Foresee
[REDACTED]
[REDACTED]
[REDACTED]

Payment

Check
[REDACTED]

\$125.00

Received By

Lin Wilson at **Manual Card
Entry

Item

Amount Paid

*Muriel Williams Waterfront Park Kvelstad Pavillion (Gazebo) Nov 25, 2022 6:00 AM - 5:00 PM Social Event: \$20/Hour	\$50.00
Special Event License Fee	\$75.00
	Subtotal \$125.00
	Total Payment \$125.00

Facility Notes

*Muriel Williams Waterfront Park Kvelstad Pavillion (Gazebo)

Please be certain the two picnic tables have been moved back into the gazebo before your leave your event. Thank you!

Please direct any questions to parksrec@cityofpoulsbo.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER POULSBO JUNCTION INSURANCE INC 19735 10TH AVENUE NE SUITE #N204 POULSBO, WA 98370	CONTACT NAME: Jason Till PHONE (A/C, No. Ext): (360)779-4489 E-MAIL ADDRESS: jtill@poulsbojunctioninsurance.com	FAX (A/C, No): (360)779-3055	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED VIKING FEST INC PO BOX 1125 POULSBO, WA 98370	INSURER A : ALLIANCE OF NONPROFITS FOR INSURANCE		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 00003955-555169

REVISION NUMBER: 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

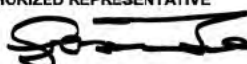
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2022-23190	05/14/2022	05/14/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2022-23190	05/14/2022	05/14/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	DIRECTORS & OFFICERS			2022-23190-DO	05/14/2022	05/14/2023	LIABILITY 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured per attached endorsement #CG20261219

Re: Christmas Treet Lighting 11/25/2022.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF POULSBO 200 NE MOE STREET POULSBO, WA 98370	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (JPT)
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

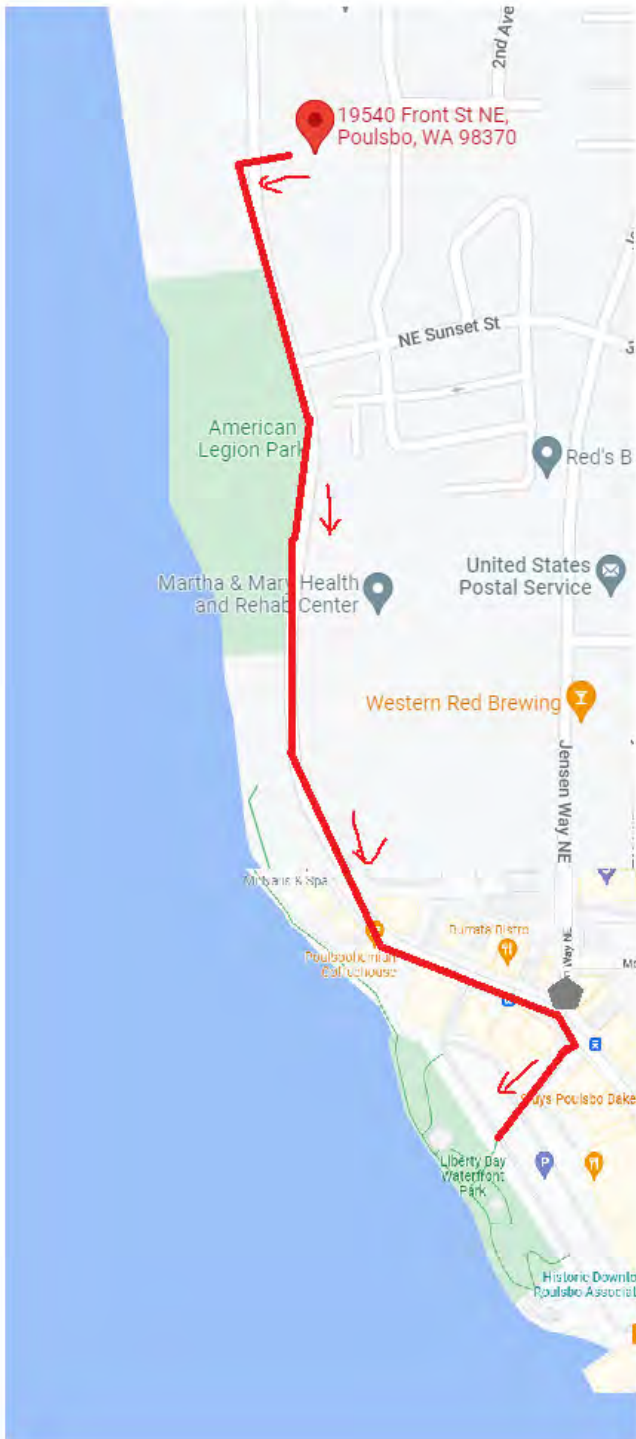
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


Additional Notes:


- Viking Fest Corporation and Crossroads Rotary will be providing the setup for a full lighted display at Waterfront Park.
Team will provide lights, Christmas Tree, extension cords, trip strips, etc and collaborate with City Public Works to ensure setup meets city requirements.
- Decorating will start the weekend before and continue thru that morning.
- Decorating will be done by volunteers from both Viking Fest and Crossroads Rotary.
- The lights will stay up till the weekend of New Year's Eve (weather permitting).
- Lights will include: 4-5 scenes, candy canes, kids trees w/QR code for the community to vote on


Tree Lighting Procession Route Map

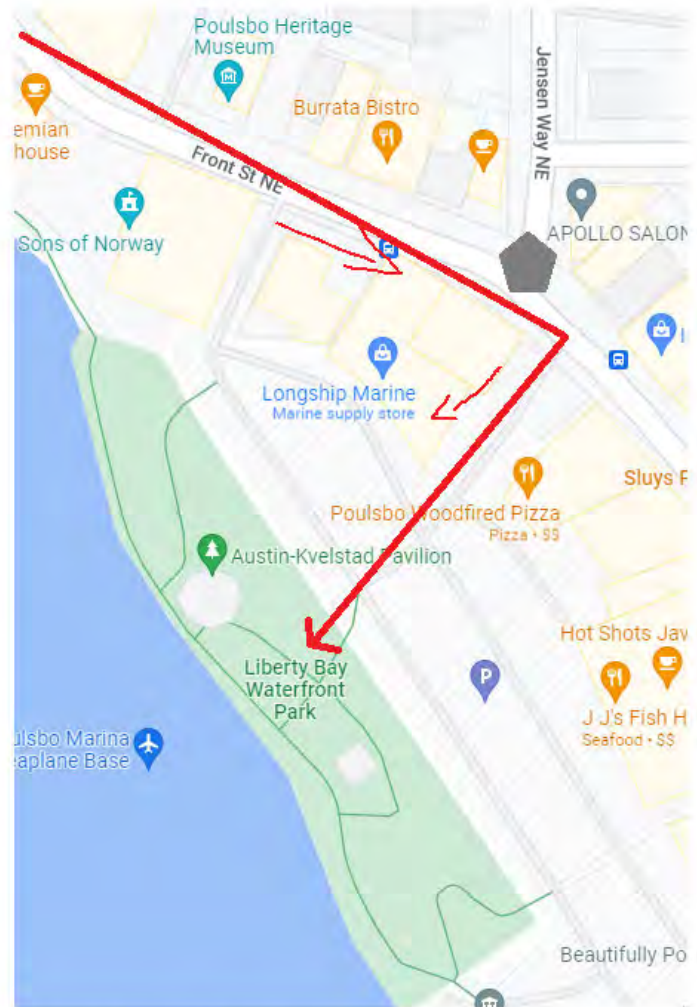
It will start at Parks & Rec and end at the waterfront.



 = Assemble and start at Parks and Recreation

 = parade route

 = road block



*This will be about ~10 groups



= blocked off area
*City PW to assist



= lighted installations,
x-mas scenes



= the main Christmas
tree for 11/25,
10'-12' tall



= community trees
by local
organizations
to vote on



= kids area,
may use 10x10
tents if raining



Application for Special Event Permit
 City Clerks Department
 200 NE Moe Street, 3rd Floor – Poulsbo, WA 98370
 (360) 394-9880



Please answer all questions completely. Additional pages may be attached. Completing this Application will provide City staff with the information necessary to address public safety and compliance with local policies, regulations and laws. Submittal of this Application to the City Clerk's Department does not indicate or guarantee approval of the Application or the dates requested. Additional information may be requested by City personnel prior to submittal for final consideration. All Applications need to be submitted 90 calendar days in advance of event. If an application contains no road closures and is submitted within 45 to 90 days prior to event, a \$50 expedite fee will apply. No applications will be processed for events falling within 45 calendar days of the event. Application will not be accepted prior to one year of the event date.

A meeting with City personnel may also be required prior to event approval.

1. Event Overview	
Event Name:	Poulsbo SON Jule Fest
Event Date(s):	12-3-22
Event Location:	<i>Describe event location, address, and neighborhoods:</i> Waterfront Park Fire Post
Event Description:	<i>Please give a general overview of event, including purpose:</i> Viking Jule Fest Celebration
Event Features:	<input type="checkbox"/> Alcohol Sales / Beer Garden (see Section E , additional insurance required) <input type="checkbox"/> Amplified Sound (see Section O) <input type="checkbox"/> Amusement Ride: Inflatable (see Section F , additional insurance required) <input type="checkbox"/> Amusement Rides with Fee Collected (see Section G , Admission Tax) <input type="checkbox"/> Animals: Domestic or Farm (see Section N) <input type="checkbox"/> Booths / Vendors (see Section I , vendor list required) <input type="checkbox"/> Car Show <input type="checkbox"/> Cooking Food Service (see Section J , fire extinguisher required) <input type="checkbox"/> Fireworks / Pyrotechnics (see Section H , additional documentation & insurance required) <input type="checkbox"/> Generator <input checked="" type="checkbox"/> Outdoor Fire (see Section M , Burning Permit Required) <input type="checkbox"/> Parade <input type="checkbox"/> Run: <input type="checkbox"/> 1k / <input type="checkbox"/> 5k / <input type="checkbox"/> 10k / <input type="checkbox"/> Half Marathon / <input type="checkbox"/> Full Marathon <input type="checkbox"/> Signs (see Section K , additional permits might be required) <input type="checkbox"/> Stage: Height in inches _____ (see Section K , additional permit might apply) <input type="checkbox"/> Tents / Canopies (see Section K , additional permits might apply if structure is greater than 400 square feet) <input type="checkbox"/> Walk: <input type="checkbox"/> 1k / <input type="checkbox"/> 5k / <input type="checkbox"/> 10k <input type="checkbox"/> Other: (please specify): _____



2. Contact Information

Applicant/Event Organizer: *Angel Wunder*

Event Applicant/Organizer/Main Contact: (must match signature on Application)	Name:		
	Title:	Organization:	
	<i>Viking Queen</i>	<i>Purple SON Vikings</i>	
	Phone:	Cell:	
	[Redacted]		
	Email:		
[Redacted]			
Street Address:			
<i>18978 84th Ave NE</i>			
City:	State:	Zip:	
[Redacted]	[Redacted]	[Redacted]	

Public Contact: (will be published on Special Events website calendar)	Name:		
	Title:		Organization:
	Phone:		Cell:
	Email:		
	Street Address:		
	City:	State:	Zip:
[Redacted]	[Redacted]	[Redacted]	

On-Site Contact: (available at event site on event day, this is not published)	Name:		
	Title:		Organization:
	Phone:		Cell:
	Email:		
	Street Address:		
	City:	State:	Zip:
[Redacted]	[Redacted]	[Redacted]	

3. Event Details

Set Up Starts:				Take Down Complete:		
Start Date:	Start Time:	End Date:	End Time:	Participants	Spectators	Staff/Volunteer
<i>12-3-22</i>	<i>3pm</i>	<i>12-3-22</i>	<i>10pm</i>	<i>90</i>	<i>90</i>	
Event Dates / Times: Indicate Dates / Times OPEN to attendees	Expected Daily Attendance:					
Day: <i>12-3-22</i>	Date:	Start Time: <i>3pm</i>	End Time: <i>10pm</i>			
Day:	Date:	Start Time:	End Time:			
Day:	Date:	Start Time:	End Time:			

Additional details: (Attach additional pages as needed for additional days or details)
July Fest Celebration



Additional Equipment / Set Up:	<p>Service, consumption and/or sale of alcohol, use of fireworks/pyrotechnics, inflatables, carnivals, certain animals, among other higher risk or specialty activities, may require additional insurance coverage. See Section A – Insurance Requirements.</p>												
	<p>Select all that apply. Show all equipment on your attached Site Map and describe in detail in supplemental documents.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Staging/Scaffolding</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Generators</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Speakers / PA System</td> <td style="border: none;"><input type="checkbox"/> Animals</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Fireworks</td> <td style="border: none;"><input type="checkbox"/> Inflatables / Bouncy Toys</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Portable Restrooms</td> <td style="border: none;"><input type="checkbox"/> Handwashing Stations</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Tents larger than 400 square feet</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Other Equipment (Describe):</td> <td style="border: none;"></td> </tr> </table> <hr style="border: 0.5px solid black;"/>	<input type="checkbox"/> Staging/Scaffolding	<input type="checkbox"/> Generators	<input type="checkbox"/> Speakers / PA System	<input type="checkbox"/> Animals	<input type="checkbox"/> Fireworks	<input type="checkbox"/> Inflatables / Bouncy Toys	<input type="checkbox"/> Portable Restrooms	<input type="checkbox"/> Handwashing Stations	<input type="checkbox"/> Tents larger than 400 square feet		<input type="checkbox"/> Other Equipment (Describe):	
	<input type="checkbox"/> Staging/Scaffolding	<input type="checkbox"/> Generators											
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<input type="checkbox"/> Portable Restrooms	<input type="checkbox"/> Handwashing Stations												
<input type="checkbox"/> Tents larger than 400 square feet													
<input type="checkbox"/> Other Equipment (Describe):													
<p>All Applicants that require temporary power box(s) (known as a Spider Box) and cables must obtain an L&I permit per L&I code for temporary power supply. It is also the requirement and responsibility of the Applicant to have L&I inspect the temporary power supply (Spider Box) and cables prior to the event. Inspection requests may take up to 48 hours. Scheduling the inspection with L&I (360) 415-4000 at least 72 hours prior to the event is required.</p> <p>Have you obtained an L&I permit for temporary power supply? <input type="radio"/> YES <input checked="" type="radio"/> NO</p>													
<p>Restroom facilities are often limited or not available at special event sites. Event Organizers must supply adequate and accessible restroom facilities, including ADA compliant portable restrooms and handwashing stations. The recommendation for provision of toilets is one for every 100 attendees and minimum of one ADA compliant restroom. For more information see Section Q: Portable Toilets.</p> <p>Check all that apply:</p> <p><input checked="" type="checkbox"/> Using facilities available (i.e. park/public restrooms)</p> <p><input type="checkbox"/> Adding portable toilets to existing facilities. If so, number of portable toilets _____</p> <p><input type="checkbox"/> Solely using portable toilets. If so, number of portable toilets _____</p> <p><input type="checkbox"/> Handwashing Stations. If so, how many _____</p>													
<p>Event Organizers are responsible for managing and removing all Solid Waste (Garbage) within the area of the event. Collection station locations must be identified on the Site Map. See Section P: Solid Waste Disposal / Recycling.</p> <p>Solid Waste:</p> <p><input checked="" type="checkbox"/> Self-haul all waste at conclusion of event</p> <p><input type="checkbox"/> Dumpster being rented from City of Poulsbo Public Work Department</p> <p><input type="checkbox"/> Other: (please specify plan)</p> <hr style="border: 0.5px solid black;"/>													
<p>Amplified Sound</p> <p>There is a 10pm curfew for all noise within the City limits. Any variance to the noise ordinance will require approval by the City Council at one of their regular meetings. For more information, see Section O: Amplified Sound.</p> <p>Will there be amplified sound? <input type="radio"/> YES <input checked="" type="radio"/> NO</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <th colspan="3" style="text-align: left; padding: 2px;">Indicate dates/times of any amplified sound below:</th> </tr> <tr> <td style="width: 33%; padding: 2px;">Date:</td> <td style="width: 33%; padding: 2px;">Start Time:</td> <td style="width: 33%; padding: 2px;">End Time:</td> </tr> <tr> <td style="padding: 2px;">Date:</td> <td style="padding: 2px;">Start Time:</td> <td style="padding: 2px;">End Time:</td> </tr> <tr> <td style="padding: 2px;">Date:</td> <td style="padding: 2px;">Start Time:</td> <td style="padding: 2px;">End Time:</td> </tr> </table>	Indicate dates/times of any amplified sound below:			Date:	Start Time:	End Time:	Date:	Start Time:	End Time:	Date:	Start Time:	End Time:	
Indicate dates/times of any amplified sound below:													
Date:	Start Time:	End Time:											
Date:	Start Time:	End Time:											
Date:	Start Time:	End Time:											



Tents

Tents/ Canopies larger than 20'x20' (400 square feet) require additional permits from the City of Poulsbo's Planning & Economic Development Department. See **Section K: Tents/Stage/Signs**.

Will there be tents or canopies under 400 square feet? YES NO
Will there be tents or canopies over 400 square feet? YES NO

Signs

Some signs do require a sign permit. For additional regulations, see **Section K: Tents/Stages/Signs**.

Will there be signs? YES NO

Stages

Any stage above 30" from the ground or one that contains stairs, will need approval by the City of Poulsbo Building Department. See **Section K: Tents/Stages/Signs**.

Will there be a stage? YES NO If yes, height in inches: _____

Food Sales

Kitsap Public Health District Temporary Food Permits must be applied for 14 days prior to the event by contacting Kitsap Public Health. Additional insurance requirements may be required. For additional information on applying for the Temporary Food Permit, see **Section J: Food Sales/Consumption**.

Does your event include:			How Many?
Any food service and/or sales?	<input type="radio"/> YES	<input checked="" type="radio"/> NO	
Professional catering?	<input type="radio"/> YES	<input checked="" type="radio"/> NO	
Food Trucks?	<input type="radio"/> YES	<input checked="" type="radio"/> NO	
Food booths or food vendors?	<input type="radio"/> YES	<input checked="" type="radio"/> NO	

Alcohol Sales

The sale, service, and consumption of alcoholic beverages are subject to Washington State Liquor and Cannabis Board (WSLCB) regulations, licensing, and requirements. Special Occasion and other liquor licensing need to be applied for at least 45 days in advance of event date. Additional Insurance will be required. For more information, see **Section E: Alcohol Sales/Consumption**.

Will alcohol be sold or consumed at event?	<input type="radio"/> YES	<input checked="" type="radio"/> NO	
Will alcohol service be sponsored by a non-profit entity? Name of non-profit:	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Submit copy of Special Occasions License
Will alcohol be provided by an already licensed business establishment as an off-site sale?	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Submit Letter of WSLCB Approval
WSLCB requires Applicants to submit a site map which shows fencing, entrances, exits, dimensions, and maximum capacity. This map will also need to be submitted with this Application packet.			
Is WSLCB approval document and Site Map attached?	<input type="radio"/> YES	<input checked="" type="radio"/> NO	



Fireworks

If event includes Fireworks/Pyrotechnics, additional documentation is required. For more information on the additional documentation that is required, see **Section H: Fireworks/Pyrotechnics Displays**.

Will event include Fireworks/Pyrotechnics? YES NO

If YES, Additional Documentation Required:

- Public Fireworks Display Permit
- Copy of General Display Fireworks License
- Copy of Pyrotechnic Operator License
- Map of the Safety Zone (must include GPS Coordinates)
- List of quantities and sizes of fireworks being discharged
- Fireworks Vendor's Certificate of Liability Insurance and Add'l Insured Endorsement

Does the Fireworks Display Company have a current City of Poulsbo Business License? YES NO

If no, a Temporary Business License must be applied for.

Amusement Rides / Inflatables / Carnivals

If event will contain an amusement ride, additional documentation is required. For additional information, see **Section F: Amusement Rides/Inflatable/Carnivals**.

Will event contain Amusement Rides, Inflatables, or a Carnival? YES NO

If YES, Additional Documentation Required:

- Department of Labor and Industries Inflatable/Amusement Ride Inspection Report for rides being used (see Section F for guidelines of list requirements)
- A copy of the Department of Labor and Industries Electrical Inspection Permit Request
- Amusement Vendor's Certificate of Liability Insurance and Additional Insured Endorsement

Admission Taxes are required to be collected on any person operating a carnival with amusement rides in which a fee is collected for admission. The Sponsoring Organization is required to have a City of Poulsbo Business License as well. For More information, see **Section G: Admission Tax**.

Will a fee be collected to use any amusement rides? YES NO

If YES, please contact the Finance Department for the Admission Tax Filing Form.

Has a City of Poulsbo Business License been obtained? YES NO

If NO, please contact the City Clerks Department to obtain a city business license.

Use of Non-City Owned Property

Will property not owned or managed by the City of Poulsbo be used for event? YES NO

If YES, the owner/manager of the subject property must complete Non-City Owned Property Use Form. See **Section U: Non-City Owned Property Use**.

Towing

If event requires vehicles to be towed, Organization must accept responsibility and indemnify the City of Poulsbo and other authorizing property owner(s) by agreeing to pay any tow/storage charges or damage claims., if a court rules in favor of the registered owner and orders payment of such charges or damage claims.

Name of person responsible for rendering payment of tow/storage charges:



4. Parks		
Events held in a City of Poulsbo Park require completion of the Municipal Park Use Application. Additional fees apply. A Site Map is required to be submitted , see Section C: Street Closure/Site Map/Route Map . For regulations, see Section D: Municipal Park Use .		
Will event be fully or partially held in a City of Poulsbo Park? If YES, Name of Park:	<input checked="" type="radio"/> YES	<input type="radio"/> NO
<input type="text" value="Waterfront Park"/>		
Was a park reservation made prior to submittal of Special Event Application? (Please attached a copy of the Municipal Park Use Application)	<input checked="" type="radio"/> YES	<input type="radio"/> NO


5. Street Use and Police Services								
Any arrangements for street closures, barricades, traffic control or public safety will be made directly with the Police/Public Works departments who will contact Applicant after the Application has been submitted. The City reserves the right to charge any Applicant/Organization of a special event direct costs incurred by the City as the result of the event.								
Events that include blockage or closure of any sidewalk, traffic lane, parking, street, or affect any right of way, are required to provide detailed maps. For map types and requirements, see Section C: Street Closure/Site/Route Maps .								
Any street closure must allow for an unobstructed emergency lane (fire lane) of at least 20 feet in width.								
Special Event activity may require Poulsbo Police Officers for public safety and or/traffic control. Police officer staffing, locations, and times are determined by the Poulsbo Police Department based on the time, place, and manner of the event. If you select yes to any questions requesting police safety/security, the Poulsbo Police Department will contact you to make arrangements for off-duty officers. A separate fee will be billed to the Applicant/Organizer for off-duty officer services. If more than 3 officers are needed at an event, a sergeant will also be required. (Police services are billed at a minimum of 3 hours).								
Street Use	Does event require any sidewalk, traffic lane or street closures? (If yes, Street Closure Map required to be submitted)						<input type="radio"/> YES	<input checked="" type="radio"/> NO
	Closure Area:							
	<input type="checkbox"/> Entire Street <input type="checkbox"/> Parking Lane only <input type="checkbox"/> Partial Street <input type="checkbox"/> Sidewalk only							
	Street Closure Details:							
	Street Name	Between (cross street)	And (cross street)	Start Date	Start Time	End Date	End Time	
<i>Example: Front Street</i>	<i>Fjord Dr</i>	<i>Sunset St</i>	<i>01/01/19</i>	<i>9:00am</i>	<i>01/01/19</i>	<i>6:00pm</i>		
Additional details: (such as alternative parking arrangements)								



	Will event provide a shuttle service? <i>If YES, name of shuttle provider:</i> <input type="text"/>	<input type="radio"/> YES	<input checked="" type="radio"/> NO																				
	Will a State Highway be used for any portion of your event? <i>If YES, Applicant must submit a Letter of Agreement from WSDOT. For the application and information on this process, See Section T: Washington State Highway Usage.</i>	<input type="radio"/> YES	<input checked="" type="radio"/> NO																				
Traffic Control	Are Police Officers required for traffic control for any portion of event?	<input type="radio"/> YES	<input checked="" type="radio"/> NO																				
	List dates/times Police Officers are needed for traffic control:																						
	<table border="1"> <thead> <tr> <th>Date</th> <th>Start Time</th> <th>End Time</th> <th># of Officers</th> <th>Purpose</th> </tr> </thead> <tbody> <tr> <td><i>Example:</i> 01/01/22</td> <td>9:00 am</td> <td>6:00 pm</td> <td>2</td> <td>Traffic control at Front Street and Jensen Way</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Date	Start Time	End Time	# of Officers	Purpose	<i>Example:</i> 01/01/22	9:00 am	6:00 pm	2	Traffic control at Front Street and Jensen Way												
	Date	Start Time	End Time	# of Officers	Purpose																		
<i>Example:</i> 01/01/22	9:00 am	6:00 pm	2	Traffic control at Front Street and Jensen Way																			
Additional details regarding traffic control need: (Attach additional sheets as necessary)																							
Safety & Security	Are Police Officers required for safety/security for any portion of event?	<input type="radio"/> YES	<input checked="" type="radio"/> NO																				
	Does any portion of event take place on or in a body of water?	<input type="radio"/> YES	<input checked="" type="radio"/> NO																				
	List dates/times Police Officers are needed for safety/security:																						
	<table border="1"> <thead> <tr> <th>Date</th> <th>Start Time</th> <th>End Time</th> <th># of Officers</th> <th>Purpose</th> </tr> </thead> <tbody> <tr> <td><i>Example:</i> 01/01/22</td> <td>9:00 am</td> <td>6:00 pm</td> <td>2</td> <td>Provide security at carnival entrance</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Date	Start Time	End Time	# of Officers	Purpose	<i>Example:</i> 01/01/22	9:00 am	6:00 pm	2	Provide security at carnival entrance												
	Date	Start Time	End Time	# of Officers	Purpose																		
<i>Example:</i> 01/01/22	9:00 am	6:00 pm	2	Provide security at carnival entrance																			
Describe safety and security needs that require Police Officers:																							
Is Applicant/Organization hiring professional security personnel and/or assigning volunteers to security rolls? <i>If YES, how many? _____</i> <i>If YES, describe roll: _____</i>	<input type="radio"/> YES	<input checked="" type="radio"/> NO																					

6. Insurance Requirements		
<p>The City of Poulsbo does not maintain insurance that will respond to claims against the Applicant arising out of the use of facilities by the Applicant, its members, vendors or those attending the event. The Applicant must provide a certificate of liability insurance prior to the event in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$1,000,000 Products-Completed Operations, naming the City of Poulsbo as an Additional Insured using an additional insured endorsement at least as broad as ISO form CG 20 12 or CG 20 26.</p> <p>Higher risk activities (such as beer gardens, carnivals/amusement rides/inflatables, fireworks, large gatherings, events on/over water, etc.) may require additional amounts and/or types of insurance.</p>		
Are the Certificate of Insurance and additional insured endorsement, that meet the above-mentioned minimum requirements, included?	<input checked="" type="radio"/> YES	<input type="radio"/> NO



7. Condition of Approval	
Applicant has read and understands the conditions of the Special Events Permitting Indemnification/Hold Harmless Agreement, listed below?	<input checked="" type="radio"/> YES <input type="radio"/> NO
<p>I, Applicant, certify that I am authorized to enter into this Special Event Permit Application on behalf of Organization, that the event for which this permit is to be used will not be in violation of any City of Poulsbo ordinance and the statements made on this Application are true and correct to the best of my knowledge. I, as the Event Applicant/Organizer on behalf of Organization, agree to the terms and conditions of this permit.</p> <p>The Applicant/Organization, shall defend, indemnify and hold harmless the City of Poulsbo, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the acts or omissions of the Applicant/Organization, its employees, volunteers, representatives or vendors, or from any activity, work or thing done, permitted, or suffered by Applicant/Organization, related to the permitted activity, except only such injury or damage as shall have been occasioned by the sole negligence of the City.</p>	
 Signature	Poulsbo SON Viking Queen Title
Angel Wunder DC Printed Name	8-26-22 Date

N/A

For City Use	DATE PAID	RECEIPT NUMBER
\$75 Application Fee (code 770)	8/26/2022	44979277
\$50 Expedited Fee (code 780)	8/26/2022	
\$50 Park Use Fee (code 7771)	8/26/2022	44979277
<input type="checkbox"/> Application for Information		

\$125

↓ payment funded for 4 events:
 10/28/22
 12/13/22
 2/10/22
 6/17/23

AUG 26 2022



MUNICIPAL PARK USE APPLICATION

This is an application to conduct a social activity, special event, commercial activity or public service instructional class in a city park per Poulsbo Municipal Code (PMC) 12.32. All applications must be filed at least 30 days prior to the date(s), (90 days for special events) for which the permit is requested.

- Park/Facility Requested: [] Raab Park Picnic Shelter [] Nelson Park Picnic Shelter [x] Austin-Kvelstad Pavilion at the Muriel Iverson Williams Waterfront Park [x] Other park/facility - please specify Whitefront Park Fire Pit

Date of Event: 12-3-22 Time Requested: from 3 am/pm to 10 am/pm

Description of activity: Julyfest Expected # people: 90

- [] BBQ (Raab/Nelson-Must provide fire extinguisher) [] Tents/Canopies [] Inflatables (Additional permitting/insurance required) [x] Fire Pit (Raab Park / Muriel Iverson Williams Park; Must have permit from Fire Dept) 360-779-3997 [] Beer/Wine Use (Raab Park Picnic Shelter only- Must have banquet or special occasion permit.) You can purchase these permits at: http://lcb.wa.gov/licensing/banquet-permits [] Music (Live / Recorded) [] Electrical Outlet Use Needed

Please provide a map of locations of: [] Tents/ Canopies / Inflatables * [] Tables/ Chairs (Outside of pavilion/shelter area)

Applicant: Angel Wunder Address: [redacted] Phone: [redacted] Contact Person: Same - Viking Mailing Address: [redacted] Phone: [redacted] E-Mail: [redacted]

Insurance / clean-up bond/ cash may be required in accordance with PMC 12.323.110. Applicant will make provisions for clean-up of all litter, refuse and all other materials, including bins for recyclable items. Please return picnic tables as you found them.

Table with 2 columns: Fee Category and Amount. Includes rows for Social Events, Instructional Classes, Special Events, and Resident fee discount.

Please note: Only those special events which are open to the public and which the public may observe / participate in without charge are authorized to be conducted in City Parks (PMC 12.32). Special events which require primarily use of all or any portion of any park and which require a fee to be paid prior to admission to a City park are not permitted.

WAIVER OF LIABILITY: ALL participants or guardians are requested to sign the following release. I/We assume all risks and hazards incidental to such participation including transportation to & from the activities and do hereby waive, release, absolve, indemnify and agree to hold harmless the City of Poulsbo employees, agents, officials and volunteers, for any claim arising out of any injury to myself or my/our child.

Signature of Applicant: [Signature] Date: 8-26-22

Only Bonfire pit will be used



KITSAP COUNTY OUTDOOR BURNING PERMIT

DATE ISSUED:

12/3/22

DATE EXPIRES:

12/3/22

DIST/DEPT:

KCFD18

PERMITTEE:

Christina Webster

PHONE:

[REDACTED]

BURN LOCATION:

Sons of Norway
Waterfront Park

ALL OUTDOOR FIRES

- A responsible person capable of extinguishing the fire must attend it at all times.
- A shovel and a garden hose connected to a water source and/or a bucket filled with at least 5 gallons of water must be on site.
- The pile must be situated at least 25' from any combustibles.
- The person responsible for the fire must check current outdoor burning information (see phone numbers below) before igniting the fire. An outdoor fire may not be ignited and must be extinguished if an air quality or fire danger burn ban is declared that applies to the type of burning being conducted.
- The fire must be extinguished immediately if: Any emission from the fire is detrimental to the health, safety or welfare of any person; if it causes damage to property or business; or if it causes a nuisance.
- Permission from the landowner or owner's designated representative must be obtained before igniting an outdoor fire.
- Only one pile at a time may be burned and each pile must be extinguished before another is ignited.
- This permit may be revoked at any time due to high winds or any other condition that constitutes a fire hazard.
- This permit must be kept on site at all times when burning is being conducted.

RECREATIONAL OUTDOOR FIRES

- No permit required.
- Permissible countywide.
- Burn pile must be less than 3'L x 3'W x 2'H in a designated fire pit that is situated 25' away from any structures.
- Burn ONLY dry seasoned firewood or charcoal.

SMALL RESIDENTIAL OUTDOOR FIRES

- Permissible only outside "no burn" zones. See maps on reverse.
- Permit is required and valid through the last day of the calendar year.
- Burn pile must not be larger than 4'L x 4'W x 3'H.
- The burn pile must be 10 times the diameter of the pile from any structure.
- No fire will be ignited before sunrise, and no material will be added to the fire after sunset.
- The fire may NOT contain materials hauled from another property.
- Burn only natural vegetation such as leaves, clippings or prunings.

LARGE RESIDENTIAL OUTDOOR FIRES

- Permissible only outside "no burn" zones. See maps on reverse.
- Permit is required and valid for 14 days.
- Burn pile must not be larger than 10'L x 10'W x 7'H.
- The burn pile must be 10 times the diameter of the pile (to a maximum of 50 feet) from any structure.
- No fire will be ignited before sunrise, and no material will be added to the fire after sunset.
- The fire may NOT contain materials hauled from another property.
- Burn only natural vegetation such as leaves, clippings or prunings.

SPECIAL OUTDOOR FIRES

- Must be applied for in person at the fire agency serving the area where the fire is planned.
- Special conditions related to the approved special outdoor fire must be attached to this permit.

TO CHECK ON THE STATUS OF BURN BANS:

Bainbridge Island (206)842-7686 North Kitsap (360)297-4888 Central Kitsap (360)447-3555 South Kitsap (360)871-2425
Puget Sound Clean Air Agency (800)595-4341

By signing this application the permittee agrees to comply with the conditions listed herein, the provisions of WAC 173-425, RCW 70.94 and other applicable county or municipal codes regarding outdoor burning and acknowledges responsibility for any claims arising from activities performed under this burning permit.

PERMITTEE SIGNATURE:

[Handwritten Signature]

FIRE DIST/DEPT SIGNATURE:

[Handwritten Signature]

EMPL NUMBER: _____

SUBJECT TO CANCELLATION

Last revised 11/30/09

COPIES: White: Applicant Yellow: Fire Department

Non Profit Insurance Program Certificate of Coverage

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVEYS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY American Alternative Insurance Corporation, et al. AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al.
INSURED	PROPERTY American Alternative Insurance Corporation, et al. MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company
Building Assoc. Poulsbo Lodge #44, Sons of Norway P.O. Box 653 Poulsbo, WA 98370	
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	PER OCCURRENCE	\$5,000,000
OCCURRENCE FORM INCLUDES STOP GAP				PER MEMBER AGGREGATE	\$10,000,000
				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL LIABILITY					
	N1-A3-RL-0000060-13	6/1/2022	6/1/2023	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
Regarding the following events Autumn Bonfire 10/28/22, Julefest Bonfire 12/3/2022, Valisblot Bonfire 02/11/2023 – 02/13/2023 and Viking Fest Bonfire 05/20/2023. City of Poulsbo is named as Additional Insured regarding these events only and are subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached.					

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Poulsbo 200 SE Moe St Poulsbo, WA 98370-7347	

**AMERICAN ALTERNATIVE
INSURANCE COMPANY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)**

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number N1-A2-RL-0000013-13	Endorsement Effective 6/1/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Person or Organization (Additional **Insured**): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

City of Poulsbo
200 SE Moe St
Poulsbo, WA 98370-7347

Regarding the following events Autumn Bonfire 10/28/22, Julefest Bonfire 12/3/2022, Valisblot Bonfire 02/11/2023 – 02/13/2023 and Viking Fest Bonfire 05/20/2023. City of Poulsbo is named as Additional Insured regarding these events only and are subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached.

A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

B. The Limits of Insurance applicable to the additional **Insured** are those specified in either the:

1. Written contract or written agreement; or
2. Declarations for this policy,

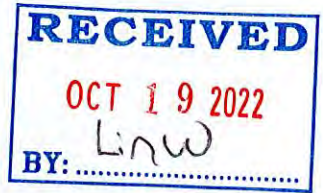
whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



Application for Special Event Permit
 Parks & Recreation Department
 19540 Front Street NE – Poulsbo, WA 98370
 (360) 779-9898

OFFICE USE ONLY
 (Date Stamp)



Please answer all questions completely. Additional pages may be attached. Completing this Application will provide City staff with the information necessary to address public safety and compliance with local policies, regulations and laws. Submittal of this Application to the Parks and Recreation Department does not indicate or guarantee approval of the Application or the dates requested. Additional information may be requested by City personnel prior to submittal for final consideration. All Applications need to be submitted 90 calendar days in advance of event. If an application contains no road closures and is submitted within 45 to 90 days prior to event, a \$50 expedite fee will apply. No applications will be processed for events falling within 45 calendar days of the event. Application will not be accepted prior to one year of the event date.

A meeting with City personnel may also be required prior to event approval.

1. Event Overview	
Event Name:	Poulsbo Fire Neighborhood Santa Tours
Event Date(s):	12/3, 9, 10, 11, 16, 17 and 18 6-8pm
Event Location:	<i>Describe event location, address, and neighborhoods:</i> Various - See Attached
Event Description:	<i>Please give a general overview of event, including purpose:</i> Fire Dept. tours Santa through neighborhoods, passes out candy canes and collects donations for NK Fishline.
Event Features:	<input type="checkbox"/> Alcohol Sales / Beer Garden (see Section E, additional insurance required) <input checked="" type="checkbox"/> Amplified Sound (see Section O) <input type="checkbox"/> Amusement Ride: Inflatable (see Section F, additional insurance required) <input type="checkbox"/> Amusement Rides with Fee Collected (see Section G, Admission Tax) <input type="checkbox"/> Animals: Domestic or Farm (see Section N) <input type="checkbox"/> Booths / Vendors (see Section I, vendor list required) <input type="checkbox"/> Car Show <input type="checkbox"/> Cooking Food Service (see Section J, fire extinguisher required) <input type="checkbox"/> Fireworks / Pyrotechnics (see Section H, additional documentation & insurance required) <input checked="" type="checkbox"/> Generator <input type="checkbox"/> Outdoor Fire (see Section M, Burning Permit Required) <input checked="" type="checkbox"/> Parade <input type="checkbox"/> Run: 1k / 5k / 10k / Half Marathon / Full Marathon (circle one) <input type="checkbox"/> Signs (see Section K, additional permits might be required) <input type="checkbox"/> Stage: Height in inches _____. (see Section K, additional permit might apply) <input type="checkbox"/> Tents / Canopies (see Section K, additional permits might apply if structure is greater than 400 square feet) <input type="checkbox"/> Walk: 1k / 5k / 10k (circle one) <input type="checkbox"/> Other: (please specify) _____

2. Contact Information

Applicant/Event Organizer:

Event Applicant/Organizer/Main Contact: (must match signature on Application)	Name: Chris Rahl		
	Title: Battalion Chief	Organization: Poulsbo Fire Department	
	Phone: [REDACTED]	Cell: [REDACTED]	
	Email: [REDACTED]		
	Mailing Address: [REDACTED]		
	City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]
Public Contact: (will be published on Special Events website calendar)	Name: Chris Rahl		
	Title: Battalion Chief	Organization: Poulsbo Fire Department	
	Phone: [REDACTED]	Cell: [REDACTED]	
	Email: [REDACTED]		
	Mailing Address: [REDACTED]		
	City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]
On-Site Contact: (available at event site on event days)	Name: On Duty B/C		
	Title: Battalion Chief/Captain	Organization: Poulsbo Fire Department	
	Phone: [REDACTED]	Cell: [REDACTED]	
	Email: [REDACTED]		
	Mailing Address: [REDACTED]		
	City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]

3. Event Details

Set Up Starts:				Take Down Complete:		
Start Date: 12/3/22 Various	Start Time: 6pm	End Date: 12/18/22	End Time: 2000			
Event Dates / Times: Indicate Dates / Times OPEN to attendees				Expected Daily Attendance:		
Day:	Date:	Start Time:	End Time:	Participants	Spectators	Staff/Volunteer
	8/23/2022		8pm	0	Unknown	10
Day:	Date:	Start Time:	End Time:			
Day:	Date:	Start Time:	End Time:			

Additional details: (Attach additional pages as needed for additional days or details)
See attached schedule and route information

**Additional
Equipment
/ Set Up:**

Service, consumption and/or sale of alcohol, use of fireworks/pyrotechnics, inflatables, carnivals, certain animals, among other higher risk or specialty activities, may require additional insurance coverage. See Section A – Insurance Requirements.

Select all that apply. Show all equipment on your attached Site Map and describe in detail in supplemental documents.

- Staging/Scaffolding
- Speakers / PA System
- Fireworks
- Portable Restrooms
- Tents larger than 400 square feet
- Other Equipment (Describe):
- Generators
- Animals
- Inflatables / Bouncy Toys
- Handwashing Stations

Santa is on a self contained trailer with generator, lights, PA and music. Volunteers pass out candy canes and collect food donations

All Applicants that require temporary power box(s) (known as a Spider Box) and cables must obtain an L&I permit per L&I code for temporary power supply. It is also the requirement and responsibility of the Applicant to have L&I inspect the temporary power supply (Spider Box) and cables prior to the event. Inspection requests may take up to 48 hours. Scheduling the inspection with L&I (360) 415-4000 at least 72 hours prior to the event is required.

Have you obtained an L&I permit for temporary power supply? YES NO

Restroom facilities are often limited or not available at special event sites. Event Organizers must supply adequate and accessible restroom facilities, including ADA compliant portable restrooms and handwashing stations. The recommendation for provision of toilets is one for every 100 attendees and minimum of one ADA compliant restroom. For more information see **Section Q: Portable Toilets**.

Check all that apply:

- Using facilities available (i.e. park/public restrooms)
- Adding portable toilets to existing facilities. If so, number of portable toilets _____
- Solely using portable toilets. If so, number of portable toilets _____
- Handwashing Stations. If so, how many _____

Event Organizers are responsible for managing and removing all Solid Waste (Garbage) within the area of the event. Collection station locations must be identified on the Site Map. See **Section P: Solid Waste Disposal / Recycling**.

Solid Waste:

- Self-haul all waste at conclusion of event
- Dumpster being rented from City of Poulsbo Public Work Department
- Other: (please specify plan)

No waste created

Amplified Sound

There is a 10pm curfew for all noise within the City limits. Any variance to the noise ordinance will require approval by the City Council at one of their regular meetings. For more information, see **Section O: Amplified Sound**.

Will there be amplified sound? YES NO

Indicate dates/times of any amplified sound below:		
Date: Various	Start Time: 6pm	End Time: 8pm
Date:	Start Time:	End Time:
Date:	Start Time:	End Time:

Tents

Tents/ Canopies larger than 20'x20' (400 square feet) require additional permits from the City of Poulsbo's Planning & Economic Development Department. See **Section K: Tents/Stage/Signs**.

Will there be tents or canopies under 400 square feet? YES NO

Will there be tents or canopies over 400 square feet? YES NO

Signs

Some signs do require a sign permit. For additional regulations, see **Section K: Tents/Stages/Signs**.

Will there be signs? YES NO

Stages

Any stage above 30" from the ground or one that contains stairs, will need approval by the City of Poulsbo Building Department. See **Section K: Tents/Stages/Signs**.

Will there be a stage? YES NO If yes, height in inches: _____

Food Sales

Kitsap Public Health District Temporary Food Permits must be applied for 14 days prior to the event by contacting Kitsap Public Health. Additional insurance requirements may be required. For additional information on applying for the Temporary Food Permit, see **Section J: Food Sales/Consumption**.

Does your event include:	How Many?	
Any food service and/or sales?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Professional catering?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Food Trucks?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Food booths or food vendors?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

Alcohol Sales

The sale, service, and consumption of alcoholic beverages are subject to Washington State Liquor and Cannabis Board (WSLCB) regulations, licensing, and requirements. Special Occasion and other liquor licensing need to be applied for at least 45 days in advance of event date. Additional Insurance will be required. For more information, see **Section E: Alcohol Sales/Consumption**.

Will alcohol be sold or consumed at event?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Will alcohol service be sponsored by a non-profit entity? Name of non-profit:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Submit copy of Special Occasions License
Will alcohol be provided by an already licensed business establishment as an off-site sale?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Submit Letter of WSLCB Approval
WSLCB requires Applicants to submit a site map which shows fencing, entrances, exits, dimensions, and maximum capacity. This map will also need to be submitted with this Application packet.			
Is WSLCB approval document and Site Map attached?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	

Fireworks

If event includes Fireworks/Pyrotechnics, additional documentation is required. For more information on the additional documentation that is required, see **Section H: Fireworks/Pyrotechnics Displays**.

Will event include Fireworks/Pyrotechnics?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
If YES, Additional Documentation Required:		
<input type="checkbox"/> Public Fireworks Display Permit		
<input type="checkbox"/> Copy of General Display Fireworks License		
<input type="checkbox"/> Copy of Pyrotechnic Operator License		
<input type="checkbox"/> Map of the Safety Zone (must include GPS Coordinates)		
<input type="checkbox"/> List of quantities and sizes of fireworks being discharged		
<input type="checkbox"/> Fireworks Vendor's Certificate of Liability Insurance and Add'l Insured Endorsement		
Does the Fireworks Display Company have a current City of Pouslbo Business License? If no, a Temporary Business License must be applied for.	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Amusement Rides / Inflatables / Carnivals

If event will contain an amusement ride, additional documentation is required. For additional information, see **Section F: Amusement Rides/Inflatable/Carnivals**.

Will event contain Amusement Rides, Inflatables, or a Carnival?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
If YES, Additional Documentation Required:		
<input type="checkbox"/> Department of Labor and Industries Inflatable/Amusement Ride Inspection Report for rides being used (see Section F for guidelines of list requirements)		
<input type="checkbox"/> A copy of the Department of Labor and Industries Electrical Inspection Permit Request		
<input type="checkbox"/> Amusement Vendor's Certificate of Liability Insurance and Additional Insured Endorsement		
Admission Taxes are required to be collected on any person operating a carnival with amusement rides in which a fee is collected for admission. The Sponsoring Organization is required to have a City of Pouslbo Business License as well. For More information, see Section G: Admission Tax .		
Will a fee be collected to use any amusement rides?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If YES , please contact the Finance Department for the Admission Tax Filing Form.		
Has a City of Pouslbo Business License been obtained?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If NO , please contact the City Clerks Department to obtain a city business license.		

Use of Non-City Owned Property

Will property not owned or managed by the City of Pouslbo be used for event?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
--	---	-----------------------------

If YES, the owner/manager of the subject property must complete Non-City Owned Property Use Form. See **Section U: Non-City Owned Property Use**.

Towing

If event requires vehicles to be towed, Organization must accept responsibility and indemnify the City of Pouslbo and other authorizing property owner(s) by agreeing to pay any tow/storage charges or damage claims., if a court rules in favor of the registered owner and orders payment of such charges or damage claims.

Name of person responsible for rendering payment of tow/storage charges:

No potential need for towing

4. Parks

Events held in a City of Poulsbo Park require completion of the Municipal Park Use Application. Additional fees apply. **A Site Map is required to be submitted**, see **Section C: Street Closure/Site Map/Route Map**. For regulations, see **Section D: Municipal Park Use**.

Will event be fully or partially held in a City of Poulsbo Park? <i>If YES, Name of Park:</i>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<input type="text"/>		
Was a park reservation was made prior to submittal of Special Event Application? (Please attached a copy of the Municipal Park Use Application)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

5. Street Use and Police Services

Any arrangements for street closures, barricades, traffic control or public safety will be made directly with the Police/Public Works departments who will contact Applicant after the Application has been submitted. The City reserves the right to charge any Applicant/Organization of a special event direct costs incurred by the City as the result of the event.

Events that include blockage or closure of any sidewalk, traffic lane, parking, street, or affect any right of way, are required to provide detailed maps. For map types and requirements, see **Section C: Street Closure/Site/Route Maps**.

Any street closure must allow for an unobstructed emergency lane (fire lane) of at least 20 feet in width.

Special Event activity may require Poulsbo Police Officers for public safety and or/traffic control. Police officer staffing, locations, and times are determined by the Poulsbo Police Department based on the time, place, and manner of the event. If you select yes to any questions requesting police safety/security, the Poulsbo Police Department will contact you to make arrangements for off-duty officers. A separate fee will be billed to the Applicant/Organizer for off-duty officer services. If more than 3 officers are needed at an event, a sergeant will also be required. (Police services are billed at a minimum of 3 hours).

Street Use	Does event require any sidewalk, traffic lane or street closures? <i>(If yes, Street Closure Map required to be submitted)</i>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			
	Closure Area:					
	<input type="checkbox"/> Entire Street <input type="checkbox"/> Parking Lane only <input type="checkbox"/> Partial Street <input type="checkbox"/> Sidewalk only					
	Street Closure Details:					
	Street Name	Between (cross street)	And (cross street)	Start Date	Start Time	End Date
<i>Example:</i> Front Street	Fjord Dr	Sunset St	01/01/2019	9am	01/01/2019	6pm
Additional details: (such as alternative parking arrangements) Rolling neighborhood parades, no closures, possible neighborhood traffic delays. No police requirement, however Poulsbo PD typically provides a volunteer reserve officer that acts as a rear warning/safety vehicle for the slow moving parade.						

	Will event provide a shuttle service? <i>If YES, name of shuttle provider:</i> <input type="text"/>	<input type="checkbox"/> YES	<input type="checkbox"/> NO																				
	Will a State Highway be used for any portion of your event? <i>If YES, Applicant must submit a Letter of Agreement from WSDOT. For the application and information on this process, See Section T: Washington State Highway Usage.</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO																				
Traffic Control	Are Police Officers required for traffic control for any portion of event?	<input type="checkbox"/> YES	<input type="checkbox"/> NO																				
	List dates/times Police Officers are needed for traffic control:																						
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Safety/Security	Are Police Officers required for safety/security for any portion of event?	<input type="checkbox"/> YES	<input type="checkbox"/> NO																				
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Describe safety and security needs that require Police Officers:																							
Is Applicant/Organization hiring professional security personnel and/or assigning volunteers to security rolls? <i>If YES, how many? _____</i> <i>If YES, describe roll: _____</i>		<input type="checkbox"/> YES	<input type="checkbox"/> NO																				


Insurance Requirements	
The City of Poulsbo does not maintain insurance that will respond to claims against the Applicant arising out of the use of facilities by the Applicant, its members, vendors or those attending the event. The Applicant must provide a certificate of liability insurance prior to the event in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$1,000,000 Products-Completed Operations, naming the City of Poulsbo as an Additional Insured using an additional insured endorsement at least as broad as ISO form CG 20 12 or CG 20 26.	
Higher risk activities (such as beer gardens, carnivals/amusement rides/inflatables, fireworks, large gatherings, events on/over water, etc.) may require additional amounts and/or types of insurance.	
Are the Certificate of Insurance and additional insured endorsement, that meet the above-mentioned minimum requirements, included?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

7. Condition of Approval

Applicant has read and understands the conditions of the Special Events Permitting Indemnification/Hold Harmless Agreement, listed below?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
---	---	-----------------------------

I, Applicant, certify that I am authorized to enter into this Special Event Permit Application on behalf of Organization, that the event for which this permit is to be used will not be in violation of any City of Poulsbo ordinance and the statements made on this Application are true and correct to the best of my knowledge. I, as the Event Applicant/Organizer on behalf of Organization, agree to the terms and conditions of this permit.

The Applicant/Organization, shall defend, indemnify and hold harmless the City of Poulsbo, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the acts or omissions of the Applicant/Organization, its employees, volunteers, representatives or vendors, or from any activity, work or thing done, permitted, or suffered by Applicant/Organization, related to the permitted activity, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

	Battalion Chief
Signature	Title
Chris Rahl	8/23/2022
Printed Name	Date

For City Use	DATE PAID	RECEIPT NUMBER
\$75 Application Fee (code 770)		
\$50 Expedited Fee (code 780)		
\$50 Park Use Fee (code 7771)		
<input type="checkbox"/>	Application for Information	

BINDER

(Summary of Coverage)

MEMBER:

Poulsbo Fire Department
 911 NE Liberty Rd
 Poulsbo, Washington 98370

MEMORANDUM #

2023-00-615

EFFECTIVE:

9/1/2022 through 8/31/2023

This binder is subject to the terms and conditions as referenced in the Memorandum of Coverage.

COVERAGE:	COVERAGE TYPE	LIMIT**	DEDUCTIBLE/ CO-PAY
GENERAL LIABILITY <i>General Liability; Professional Liability</i>	Each occurrence	\$20,000,000	\$1,000
AUTO LIABILITY <i>Hired and Non-Owned; Temporary Substitute</i>	Each occurrence	\$20,000,000	\$1,000
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY	Each Wrongful Act Member Aggregate	\$20,000,000 \$20,000,000	\$1,000
EMPLOYMENT PRACTICES LIABILITY	Aggregate Per member	\$20,000,000	20% Co-pay*
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	Per Occurrence Member Aggregate	\$1,000,000 N/A	\$1,000
NAMED POSITION COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	Per Occurrence Member Aggregate	N/A N/A	N/A N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY	Replacement Cost	Per Schedule with Enduris	Per Schedule with Enduris
CYBER COVERAGE	Member Aggregate APIP Program Aggregate	\$2,000,000 \$40,000,000	20% Co-pay* -
AUTOMOBILE PHYSICAL DAMAGE	Per Schedule with Enduris	Per Schedule with Enduris	\$1,000
IDENTITY FRAUD EXPENSE REIMBURSEMENT	Per Occurrence Member Aggregate	\$25,000 \$25,000	\$0

**Co-pay may be waived as per Memorandum of Coverage*

***Subject to limits and sub-limits as noted in the Memorandum of Coverage*



Sheryl Brandt
 Authorized Representative
 Executive Director



Application for Special Event Permit

Parks & Recreation Department
19540 Front Street NE – Poulsbo, WA 98370
(360) 779-9898

Please answer **all** questions completely. Additional pages may be attached. Completing this Application will provide City staff with the information necessary to address public safety and compliance with local policies, regulations and laws. Submittal of this Application to the Parks and Recreation Department does not indicate or guarantee approval of the Application or the dates requested. Additional information may be requested by City personnel prior to submittal for final consideration. All Applications need to be submitted 90 calendar days in advance of event. If an application contains no road closures and is submitted within 45 to 90 days prior to event, a \$50 expedite fee will apply. No applications will be processed for events falling within 45 calendar days of the event. Application will not be accepted prior to one year of the event date.

A meeting with City personnel may also be required prior to event approval.

1. Event Overview	
Event Name:	Tuba Christmas
Event Date(s):	Saturday, Dec 10th
Event Location:	<i>Describe event location, address, and neighborhoods:</i> Pavilion @ waterfront Park
Event Description:	<i>Please give a general overview of event, including purpose:</i> Free Family Holiday Concert @ the Park
Event Features:	<input type="checkbox"/> Alcohol Sales / Beer Garden (see Section E, additional insurance required) <input checked="" type="checkbox"/> Amplified Sound (see Section O) <input type="checkbox"/> Amusement Ride: Inflatable (see Section F, additional insurance required) <input type="checkbox"/> Amusement Rides with Fee Collected (see Section G, Admission Tax) <input type="checkbox"/> Animals: Domestic or Farm (see Section N) <input type="checkbox"/> Booths / Vendors (see Section I, vendor list required) <input type="checkbox"/> Car Show <input type="checkbox"/> Cooking Food Service (see Section J, fire extinguisher required) <input type="checkbox"/> Fireworks / Pyrotechnics (see Section H, additional documentation & insurance required) <input type="checkbox"/> Generator <input type="checkbox"/> Outdoor Fire (see Section M, Burning Permit Required) <input type="checkbox"/> Parade <input type="checkbox"/> Run: 1k / 5k / 10k / Half Marathon / Full Marathon (circle one) <input type="checkbox"/> Signs (see Section K, additional permits might be required) <input type="checkbox"/> Stage: Height in inches _____ (see Section K, additional permit might apply) <input type="checkbox"/> Tents / Canopies (see Section K, additional permits might apply if structure is greater than 400 square feet) <input type="checkbox"/> Walk: 1k / 5k / 10k (circle one) <input type="checkbox"/> Other: (please specify) _____

2. Contact Information

Applicant/Event Organizer: Poulsbo Parks & Recreations

Event Applicant/Organizer/Main Contact: (must match signature on Application)	Name: <u>Lin Wilson</u>		
	Title: <u>Special Events</u>	Organization: <u>Poulsbo Parks Rec</u>	
	Phone: [REDACTED]	Cell: [REDACTED]	
	Email: [REDACTED]		
	Mailing Address: [REDACTED]		
	City: <u>[REDACTED]</u>	State: <u>[REDACTED]</u>	Zip: <u>[REDACTED]</u>

Public Contact: (will be published on Special Events website calendar)	Name: <u>Lin Wilson</u>		
	Title: [REDACTED]	Organization: [REDACTED]	
	Phone: [REDACTED]	Cell: [REDACTED]	
	Email: [REDACTED]		
	Mailing Address: [REDACTED]		
	City: [REDACTED]	[REDACTED]	

On-Site Contact: (available at event site on event days)	Name: <u>Lin Wilson</u>		
	Title: [REDACTED]	[REDACTED]	
	Phone: [REDACTED]	[REDACTED]	
	Email: [REDACTED]		
	Mailing Address: [REDACTED]		
	City: [REDACTED]	[REDACTED]	

3. Event Details

Set Up Starts:				Take Down Complete:		
Start Date: <u>12/10/22</u>	Start Time: <u>2 PM</u>	End Date: <u>12/10/22</u>	End Time: <u>4 PM</u>			
Event Dates / Times: Indicate Dates / Times OPEN to attendees				Expected Daily Attendance:		
Day: <u>Sat</u>	Date: <u>12/10</u>	Start Time: <u>3:00</u>	End Time: <u>4:00pm</u>	Participants: <u>12</u>	Spectators: <u>50+</u>	Staff/Volunteer: <u>2</u>
Day:	Date:	Start Time:	End Time:			
Day:	Date:	Start Time:	End Time:			

Additional details: (Attach additional pages as needed for additional days or details)
attached ad

**Additional
Equipment
/ Set Up:**

Service, consumption and/or sale of alcohol, use of fireworks/pyrotechnics, inflatables, carnivals, certain animals, among other higher risk or specialty activities, may require additional insurance coverage. See Section A – Insurance Requirements.

Select all that apply. Show all equipment on your attached Site Map and describe in detail in supplemental documents.

- Staging/Scaffolding
- Speakers / PA System
- Fireworks
- Portable Restrooms
- Tents larger than 400 square feet
- Other Equipment (Describe): _____
- Generators
- Animals
- Inflatables / Bouncy Toys
- Handwashing Stations

N/A

All Applicants that require temporary power box(s) (known as a Spider Box) and cables must obtain an L&I permit per L&I code for temporary power supply. It is also the requirement and responsibility of the Applicant to have L&I inspect the temporary power supply (Spider Box) and cables prior to the event. Inspection requests may take up to 48 hours. Scheduling the inspection with L&I (360) 415-4000 at least 72 hours prior to the event is required.

N/A

Have you obtained an L&I permit for temporary power supply? YES NO

Restroom facilities are often limited or not available at special event sites. Event Organizers must supply adequate and accessible restroom facilities, including ADA compliant portable restrooms and handwashing stations. The recommendation for provision of toilets is one for every 100 attendees and minimum of one ADA compliant restroom. For more information see **Section Q: Portable Toilets**.

Check all that apply:

- Using facilities available (i.e. park/public restrooms)
- Adding portable toilets to existing facilities. If so, number of portable toilets _____
- Solely using portable toilets. If so, number of portable toilets _____
- Handwashing Stations. If so, how many _____

Event Organizers are responsible for managing and removing all Solid Waste (Garbage) within the area of the event. Collection station locations must be identified on the Site Map. See **Section P: Solid Waste Disposal / Recycling**.

Solid Waste:

- Self-haul all waste at conclusion of event
- Dumpster being rented from City of Poulsbo Public Work Department
- Other: (please specify plan) _____

Amplified Sound

There is a 10pm curfew for all noise within the City limits. Any variance to the noise ordinance will require approval by the City Council at one of their regular meetings. For more information, see **Section O: Amplified Sound**.

Will there be amplified sound? YES NO

Indicate dates/times of any amplified sound below:		
Date: 12/10/22	Start Time: 3PM	End Time: 4: PM
Date:	Start Time:	End Time:
Date:	Start Time:	End Time:

Tents

Tents/ Canopies larger than 20'x20' (400 square feet) require additional permits from the City of Poulsbo's Planning & Economic Development Department. See **Section K:** Tents/Stage/Signs.

Will there be tents or canopies under 400 square feet? YES NO → 1 QTY
Will there be tents or canopies over 400 square feet? YES NO

Signs

Some signs do require a sign permit. For additional regulations, see **Section K:** Tents/Stages/Signs.

Will there be signs? YES NO

Stages

Any stage above 30" from the ground or one that contains stairs, will need approval by the City of Poulsbo Building Department. See **Section K:** Tents/Stages/Signs.

Will there be a stage? YES NO If yes, height in inches: _____

Food Sales

Kitsap Public Health District Temporary Food Permits must be applied for 14 days prior to the event by contacting Kitsap Public Health. Additional insurance requirements may be required. For additional information on applying for the Temporary Food Permit, see **Section J:** Food Sales/Consumption.

Does your event include:			How Many?
Any food service and/or sales?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Professional catering?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Food Trucks?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Food booths or food vendors?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	

Alcohol Sales

The sale, service, and consumption of alcoholic beverages are subject to Washington State Liquor and Cannabis Board (WSLCB) regulations, licensing, and requirements. Special Occasion and other liquor licensing need to be applied for at least 45 days in advance of event date. Additional Insurance will be required. For more information, see **Section E:** Alcohol Sales/Consumption.

Will alcohol be sold or consumed at event?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Will alcohol service be sponsored by a non-profit entity? Name of non-profit:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Submit copy of Special Occasions License
Will alcohol be provided by an already licensed business establishment as an off-site sale?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Submit Letter of WSLCB Approval
WSLCB requires Applicants to submit a site map which shows fencing, entrances, exits, dimensions, and maximum capacity. This map will also need to be submitted with this Application packet.			
Is WSLCB approval document and Site Map attached?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	

Fireworks

If event includes Fireworks/Pyrotechnics, additional documentation is required. For more information on the additional documentation that is required, see **Section H: Fireworks/Pyrotechnics Displays.**

Will event include Fireworks/Pyrotechnics?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
If YES, Additional Documentation Required: <input type="checkbox"/> Public Fireworks Display Permit <input type="checkbox"/> Copy of General Display Fireworks License <input type="checkbox"/> Copy of Pyrotechnic Operator License <input type="checkbox"/> Map of the Safety Zone (must include GPS Coordinates) <input type="checkbox"/> List of quantities and sizes of fireworks being discharged <input type="checkbox"/> Fireworks Vendor's Certificate of Liability Insurance and Add'l Insured Endorsement		
Does the Fireworks Display Company have a current City of Pouslbo Business License? If no, a Temporary Business License must be applied for.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

Amusement Rides / Inflatables / Carnivals

If event will contain an amusement ride, additional documentation is required. For additional information, see **Section F: Amusement Rides/Inflatable/Carnivals.**

Will event contain Amusement Rides, Inflatables, or a Carnival?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
If YES, Additional Documentation Required: <input type="checkbox"/> Department of Labor and Industries Inflatable/Amusement Ride Inspection Report for rides being used (see Section F for guidelines of list requirements) <input type="checkbox"/> A copy of the Department of Labor and Industries Electrical Inspection Permit Request <input type="checkbox"/> Amusement Vendor's Certificate of Liability Insurance and Additional Insured Endorsement		
Admission Taxes are required to be collected on any person operating a carnival with amusement rides in which a fee is collected for admission. The Sponsoring Organization is required to have a City of Pouslbo Business License as well. For More information, see Section G: Admission Tax.		
Will a fee be collected to use any amusement rides?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
If YES , please contact the Finance Department for the Admission Tax Filing Form.		
Has a City of Pouslbo Business License been obtained?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
If NO , please contact the City Clerks Department to obtain a city business license.		

Use of Non-City Owned Property

Will property not owned or managed by the City of Pouslbo be used for event?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
If YES , the owner/manager of the subject property must complete Non-City Owned Property Use Form. See Section U: Non-City Owned Property Use.		

Towing

If event requires vehicles to be towed, Organization must accept responsibility and indemnify the City of Pouslbo and other authorizing property owner(s) by agreeing to pay any tow/storage charges or damage claims., if a court rules in favor of the registered owner and orders payment of such charges or damage claims.

Name of person responsible for rendering payment of tow/storage charges:

4. Parks		
Events held in a City of Poulsbo Park require completion of the Municipal Park Use Application. Additional fees apply. A Site Map is required to be submitted , see Section C: Street Closure/Site Map/Route Map . For regulations, see Section D: Municipal Park Use .		
Will event be fully or partially held in a City of Poulsbo Park? <i>If YES, Name of Park:</i>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="text" value="Waterfront Park"/>		
Was a park reservation was made prior to submittal of Special Event Application? (Please attached a copy of the Municipal Park Use Application)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

5. Street Use and Police Services								
Any arrangements for street closures, barricades, traffic control or public safety will be made directly with the Police/Public Works departments who will contact Applicant after the Application has been submitted. The City reserves the right to charge any Applicant/Organization of a special event direct costs incurred by the City as the result of the event.								
Events that include blockage or closure of any sidewalk, traffic lane, parking, street, or affect any right of way, are required to provide detailed maps. For map types and requirements, see Section C: Street Closure/Site/Route Maps .								
Any street closure must allow for an unobstructed emergency lane (fire lane) of at least 20 feet in width.								
Special Event activity may require Poulsbo Police Officers for public safety and or/or traffic control. Police officer staffing, locations, and times are determined by the Poulsbo Police Department based on the time, place, and manner of the event. If you select yes to any questions requesting police safety/security, the Poulsbo Police Department will contact you to make arrangements for off-duty officers. A separate fee will be billed to the Applicant/Organizer for off-duty officer services. If more than 3 officers are needed at an event, a sergeant will also be required. (Police services are billed at a minimum of 3 hours).								
Street Use	Does event require any sidewalk, traffic lane or street closures? <i>(If yes, Street Closure Map required to be submitted)</i>						<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
	Closure Area:							
	<input type="checkbox"/> Entire Street <input type="checkbox"/> Parking Lane only <input type="checkbox"/> Partial Street <input type="checkbox"/> Sidewalk only							
	Street Closure Details:							
	Street Name	Between (cross street)	And (cross street)	Start Date	Start Time	End Date	End Time	
<i>Example: Front Street</i>	<i>Fjord Dr</i>	<i>Sunset St</i>	<i>01/01/2019</i>	<i>9am</i>	<i>01/01/2019</i>	<i>6pm</i>		
Additional details: (such as alternative parking arrangements)								

	Will event provide a shuttle service? <i>If YES, name of shuttle provider:</i> <input type="text"/>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
	Will a State Highway be used for any portion of your event? <i>If YES, Applicant must submit a Letter of Agreement from WSDOT. For the application and information on this process, See Section T: Washington State Highway Usage.</i>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
Traffic Control	Are Police Officers required for traffic control for any portion of event?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
	List dates/times Police Officers are needed for traffic control:				
	Date	Start Time	End Time	# of Officers	Purpose
	<i>Example:</i> 01/01/2019	9:00 am	6:00 pm	2	Traffic control at Front Street and Jensen Way
Additional details regarding traffic control need: (Attach additional sheets as necessary)					
Safety & Security	Are Police Officers required for safety/security for any portion of event?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
	Does any portion of event take place on or in a body of water?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
	List dates/times Police Officers are needed for safety/security:				
	Date	Start Time	End Time	# of Officers	Purpose
	<i>Example:</i> 01/01/2019	9:00 am	6:00 pm	2	Provide security at carnival entrance
Describe safety and security needs that require Police Officers:					
Is Applicant/Organization hiring professional security personnel and/or assigning volunteers to security rolls? <i>If YES, how many?</i> <i>If YES, describe roll:</i> _____ _____		<input type="checkbox"/> YES	<input type="checkbox"/> NO		

6. Insurance Requirements		
The City of Poulsbo does not maintain insurance that will respond to claims against the Applicant arising out of the use of facilities by the Applicant, its members, vendors or those attending the event. The Applicant must provide a certificate of liability insurance prior to the event in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$1,000,000 Products-Completed Operations, naming the City of Poulsbo as an Additional Insured using an additional insured endorsement at least as broad as ISO form CG 20 12 or CG 20 26.		
Higher risk activities (such as beer gardens, carnivals/amusement rides/inflatables, fireworks, large gatherings, events on/over water, etc.) may require additional amounts and/or types of insurance.		
Are the Certificate of Insurance and additional insured endorsement, that meet the above-mentioned minimum requirements, included?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

7. Condition of Approval

Applicant has read and understands the conditions of the Special Events Permitting Indemnification/Hold Harmless Agreement, listed below? YES NO

I, Applicant, certify that I am authorized to enter into this Special Event Permit Application on behalf of Organization, that the event for which this permit is to be used will not be in violation of any City of Poulsbo ordinance and the statements made on this Application are true and correct to the best of my knowledge. I, as the Event Applicant/Organizer on behalf of Organization, agree to the terms and conditions of this permit.

The Applicant/Organization, shall defend, indemnify and hold harmless the City of Poulsbo, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the acts or omissions of the Applicant/Organization, its employees, volunteers, representatives or vendors, or from any activity, work or thing done, permitted, or suffered by Applicant/Organization, related to the permitted activity, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

<i>Lin Wilson</i>	<i>11/1/22</i>
Signature	Title

<i>Lin Wilson</i>	<i>Special Events Coordinator</i>
Printed Name	Date

For City Use	DATE PAID	RECEIPT NUMBER
\$75 Application Fee (code 770)	<i>N/A</i>	
\$50 Expedited Fee (code 780)	<i>N/A</i>	
\$50 Park Use Fee (code 7771)	<i>N/A</i>	
<input type="checkbox"/> Application for Information		



MUNICIPAL PARK USE APPLICATION

This is an application to conduct a social activity, special event, commercial activity or public service instructional class in a city park per Poulsbo Municipal Code (PMC) 12.32. All applications must be filed at least 30 days prior to the date(s), (90 days for special events) for which the permit is requested.

Park/Facility Requested: Raab Park Picnic Shelter Nelson Park Picnic Shelter Austin-Kvelstad Pavilion at the Muriel Iverson Williams Waterfront Park Other park/facility – please specify _____

Date of Event: **Saturday, December 10** Time Requested: from 2 am/pm to 4 am/pm

Description of activity: Tuba Christmas, Free Family Event Expected # people: 50+

- BBQ (Raab/Nelson-Must provide fire extinguisher) Tents/Canopies Inflatables (Additional permitting/insurance required)
 Fire Pit (Raab Park / Muriel Iverson Williams Park; Must have permit from Fire Dept) 360-779-3997
 Beer/Wine Use (Raab Park Picnic Shelter only- Must have banquet or special occasion permit.)
You can purchase these permits at: <http://lcb.wa.gov/licensing/banquet-permits>
 Music (Live / Recorded) Electrical Outlet Use Needed

Please provide a map of locations of: Tents/ Canopies / Inflatables * Tables/ Chairs (Outside of pavilion/shelter area)

Applicant: Poulsbo Parks and Rec Address: _____ Phone: _____

Contact Person: Lin Wilson Mailing Address: _____ Phone: _____

E-Mail: _____

Insurance / clean-up bond/ cash may be required in accordance with PMC 12.323.110. Applicant will make provisions for clean-up of all litter, refuse and all other materials, including bins for recyclable items. Please return picnic tables as you found them.

Non-refundable Application Fee Schedule
Social Events: Raab or Nelson Parks; or Austin-Kvelstad Pavilion \$40/first 2 hours/\$10 each additional hour
Instructional Classes: \$60 per session
Special Events: ** \$50 per event
Resident fee discount for applicants who reside within the City limits of Poulsbo (-\$10 per application) Resolution # 2014-08

Please note: Only those special events which are open to the public and which the public may observe / participate in without charge are authorized to be conducted in City Parks (PMC 12.32). Special events which require primarily use of all or any portion of any park and which require a fee to be paid prior to admission to a City park are not permitted. The solicitation of voluntary donations from the public during the course of an authorized event / activity is permitted. Application fees are non refundable.

WAIVER OF LIABILITY: ALL participants or guardians are requested to sign the following release. I/We assume all risks and hazards incidental to such participation including transportation to & from the activities and do hereby waive, release, absolve, indemnify and agree to hold harmless the City of Poulsbo employees, agents, officials and volunteers, for any claim arising out of any injury to myself or my/our child. STANDARDS OF BEHAVIOR: The City will not tolerate harassment of any kind that is made by employees or patrons towards employees or patrons. Harassment is defined as verbal or physical conduct that demeans or shows hostility or aversion toward another person. If a participant does not agree with the decision, an appeal to the Mayor is the final option. It is understood that by signing this application form, the SPONSOR / CONTACT PERSON agrees to all conditions of use and will be billed if the park is not cleaned up after use.

Signature of Applicant: Lin Wilson Date: 11/01/2022



Tuba Christmas

Saturday
December 10
3:00 PM

Muriel Iverson
Williams Waterfront Park
Jas Linford, Conductor



Local tuba, sousaphone, euphonium, serpent and ophicleide players of all ages and backgrounds will play traditional Christmas Carols in a free public concert.

The public is invited for a holiday sing-along.



For more information call
Doug Murray at 360-620-7733.

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 11/09/2022

AGENDA ITEM:	CIP Presentations
EXHIBITS:	
STAFFED BY:	Assistant City Administrator Booher/Senior Budget Acct Ellington
CATEGORY:	Workshop
MAYOR OK/Initial:	

SUMMARY STATEMENT:
<p>This is a budget session for the 2023-2024 Biennial Budget. Departments will present capital budgets focusing on the City's Improvement Plan (CIP.)</p>
<input 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 type="checkbox"/> No
Amount: \$	

RECOMMENDED ACTION:
Department Capital Budget Presentations

SAMPLE MOTION:

N/A

2023 -2027 City Improvement Plan

City Council
November 9, 2022



1

2023-24 Capital Plan – Not on City's Improvement Plan (CIP)

2023 Planned Purchases

- Engineering New Vehicle Replacing 1998 truck (\$40,000)
- IT – New Back-up Server (\$16,500)
- Public Works Streets Boom Truck \$150,000
- Public Works – Multiple – Gator \$3,000
- Public Works – Parks Replacement Pick-up Truck \$45,000

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2023-24 Capital Plan – Not on City's Improvement Plan (CIP)

2024 Planned Purchases

- Public Works Various – Dump Truck \$45,000

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City Improvement Program

- Growth Management Act - 1990
 - Comprehensive Plan revision and update
 - Updated Functional Plans to be consistent with the Comprehensive Plan
- Capital Facilities Element

- Focus on Capital Budget for 2023-2024
 - Internally focus on long range funding of 6 year CIP

4

City Improvement Program

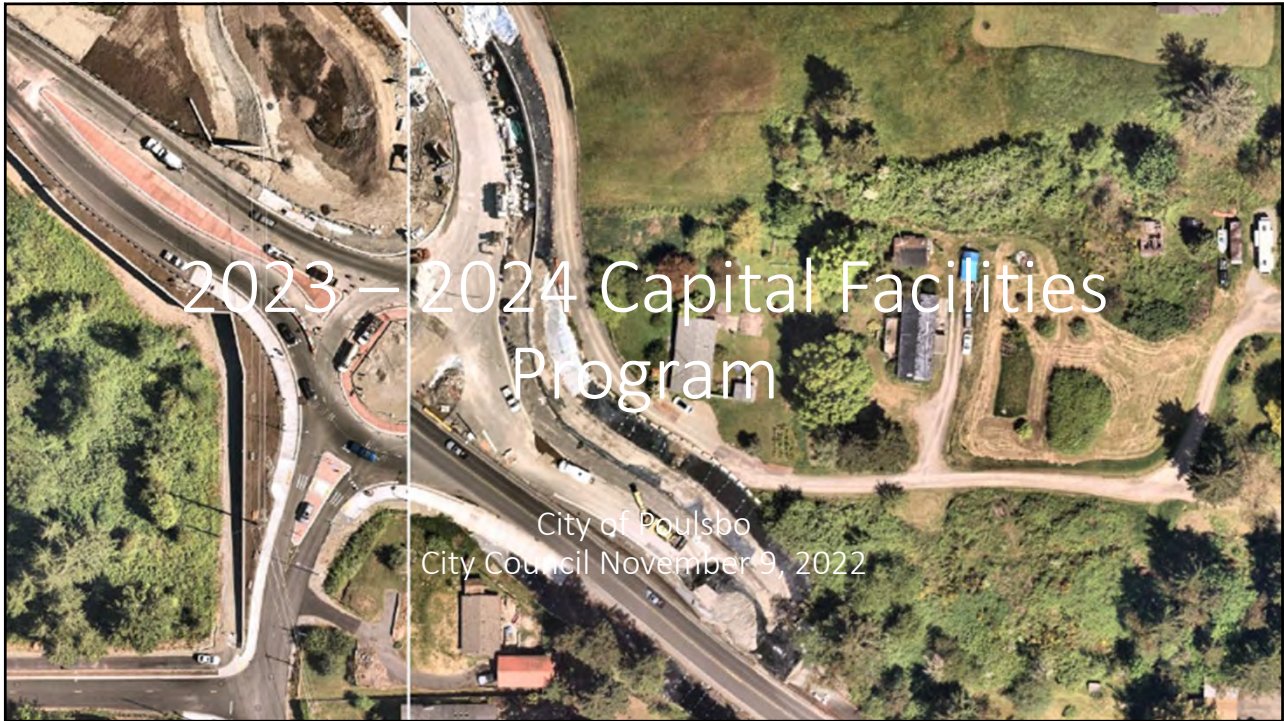
- Projects
 - Non-recurring
 - Cost \$15,000 or greater

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City Improvement Program

- Complete CIP is included with the Preliminary Budget (New Summary at your space)
- CIP includes:
 - 1st Section - General Purpose & Park Projects
 - 2nd Section - Transportation Projects
 - 3rd Section - Enterprise or Utility projects
- Focus - "2023-24 projects" column

6



7

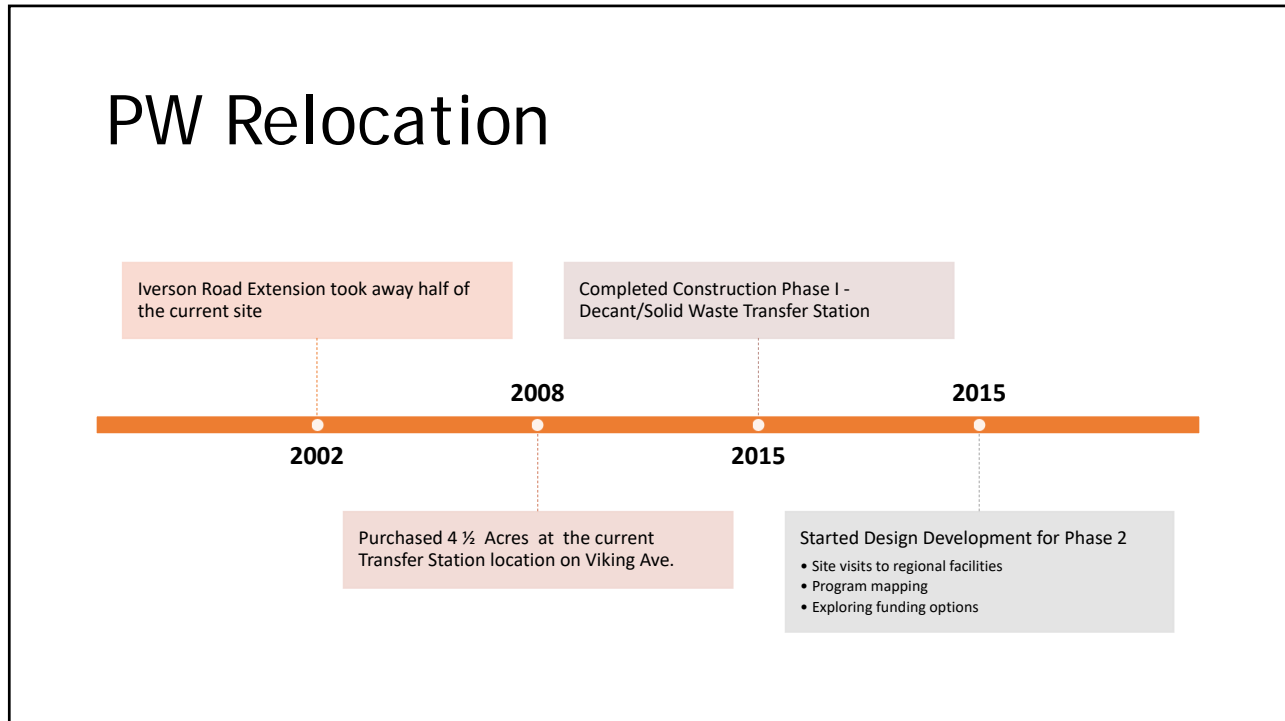
General
Projects
Municipal
Facilities

Capital Improvement Plan

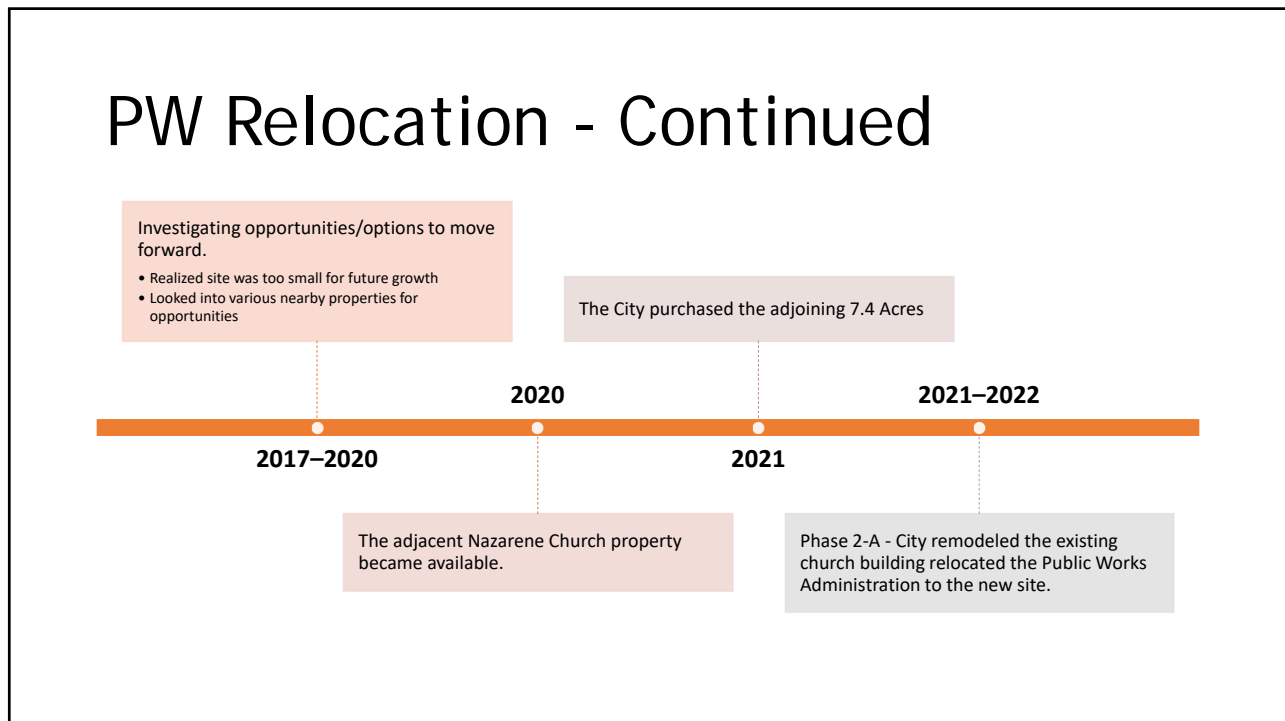
**PUBLIC
WORKS**

The image shows a dark grey background with white text on the left and a large graphic on the right. The text on the left reads "General Projects Municipal Facilities" in a large, white, sans-serif font, with "Capital Improvement Plan" in a smaller font below it. A vertical white line separates this text from the graphic on the right. The graphic features the words "PUBLIC WORKS" in large, bold, yellow, 3D-style letters with a black outline, set against a dark background with a repeating pattern of small, light-colored, starburst or floral motifs.

8



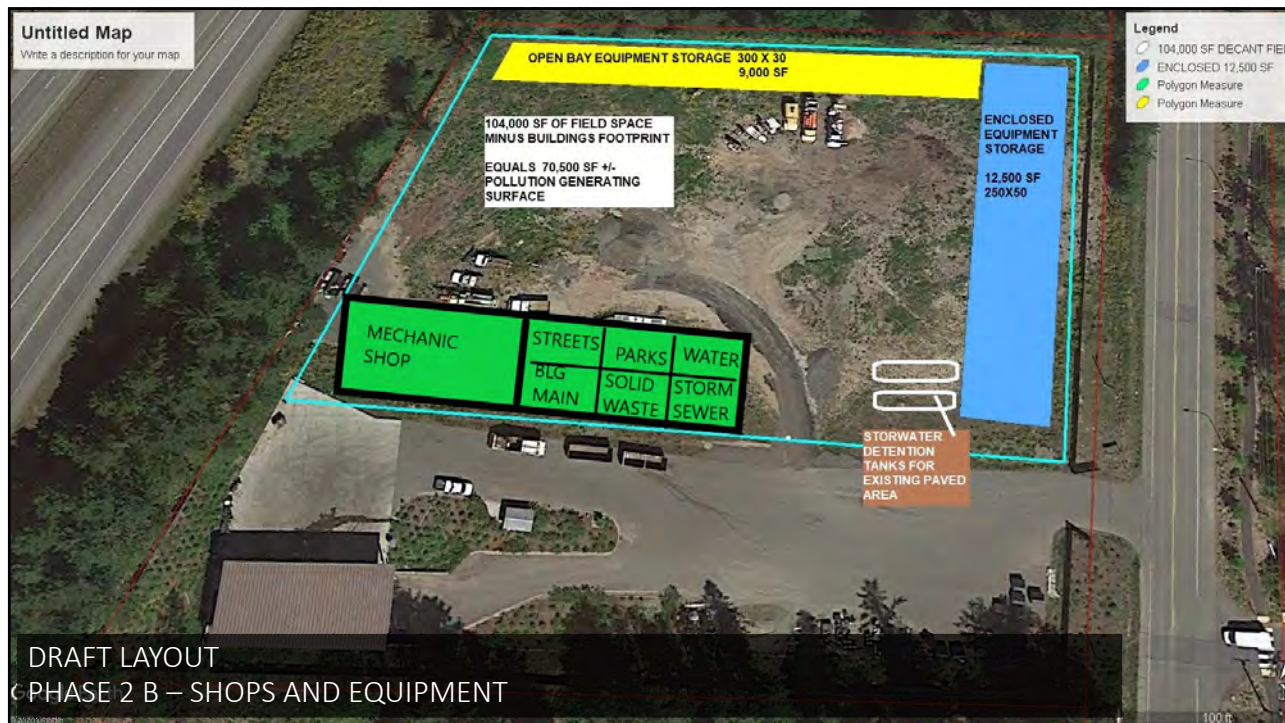
9



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PW Relocation

Budget and Schedule

- 2023 – Develop PS&E for Phase 2-B relocation of remaining shop and equipment storage buildings onto the Decant & Transfer Station Site.


- 2023/2024 – Site Construction and Relocation

- Updated CIP Figures - \$5,500,000
 - 2022 - \$150,000 City Utility Reserves
 - 2023
 - \$4,950,000 Non-Voted Bonds
 - \$400,000 Sale of other properties

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PARKS

Capital Improvement Plan



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PARKS PROJECTS IN PROGRESS

- Parks & Rec Building Repairs
- Waterfront Boardwalk Repairs
- Poulsbo Event and Recreation Center (PERC) – Feasibility Study
- Raab Park Play for All - Design

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2023 CIP Park Projects

Project	Est. Cost	Source
Play for All @ Raab Park	\$100,000	Parks Reserves
	\$370,000	Federal Grant
	\$510,000	State Grant
	\$110,000	Donations
Rotary Morrow Community Park	\$48,500	State Grants
	\$164,000	Park Reserves
Muriel Iverson Williams Waterfront Park	\$85,000	Park Reserves
Poulsbo Event and Recreation Center (PERC)	\$1,200,000	Kitsap Public Facilities District
Raab Park Caretaker	\$200,000	Parks Reserves

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2024 and Beyond: CIP Projects

- 2024
 - The PERC - Construction
 - Poulsbo Skate Park - Design
 - Waterfront Boardwalk
 - Nelson Park Roof
- 2025/2026
 - Lions Park Restroom Replacement
 - Poulsbo Skate Park Construction
 - Rotary Morrow Community Park – Phase 3
 - Urban Paths & Trails
 - West Poulsbo Waterfront Park - Design
- 2027/2028
 - Edwards Park
 - West Poulsbo Waterfront Park - Construction

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The image shows a detailed site plan for the Raab Park playground improvements, numbered 1 through 15. The plan includes various play structures, seating areas, and landscaping. A photograph on the right shows the existing playground equipment, including slides and climbing structures. A note on the plan indicates that the current location of the volleyball court (dashed line) will be moved to the north. The plan also shows an existing perimeter path (dashed) and a relocated perimeter path (solid).

1 Gathering and Donor Recognition Circle
 2 Log Balance (On Natural Mulch Substrate)
 3 Active Play Zone with Play Equipment & Rubber Surfacing
 4 Seating with Wheelchair Parking
 5 Sand Play with Water Hand Pump
 6 Rock Scramble
 7 Driftwood Shelter
 8 Wood Bridge
 9 Platforms with Learning & Communication Panels
 10 Slides (One Traditional, One Roller), Rubber Surfacing at Base
 11 Artificial Turf Slope
 12 Sensory Garden
 13 3' Tall Wall for Reach Access to Sensory Garden
 14 Earth Mound Overlook
 15 Relocated Digger
 16 New Swing Bay with Molded Bucket Swings

Current location of Volleyball (dashed), will be moved to the north

Existing Perimeter Path (dashed)
 Relocated Perimeter Path

ROTARY PLAY FOR ALL
 at Raab Park

CITY OF POULSBO VIKING CITY

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Transportation Projects in Progress

- Johnson Parkway
- Systemic Safety Improvement Project
- Local Neighborhood Road Maintenance Program
- ADA Curb Ramp Upgrades
- Noll Road Improvements – Phase 3A & B

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2022 - 2028 TRANSPORTATION CAPITAL IMPROVEMENTS										
Page	Project Name	Prior Years	2022 Project	2023 Project	2024 Project	2025 Project	2026 Project	2027 Project	2028 Project	Total Project
STREET PROJECTS										
	3rd Ave (Moe to Hostmark)	-	-	150,000	700,000	-	-	-	-	850,000
	1-Federal Grants	-	-	120,000	600,000	-	-	-	-	720,000
	7-Street Reserves	-	-	40,000	100,000	-	-	-	-	140,000
	8th Avenue Improvements	-	-	-	-	350,000	500,000	3,000,000	-	3,850,000
	1-Federal Grants	-	-	-	-	100,000	400,000	2,900,000	-	3,000,000
	2-State Grants	-	-	-	-	-	-	-	-	-
	7-Street Reserves	-	-	-	-	250,000	100,000	-	-	350,000
	10-Real Estate Excise Tax	-	-	-	-	-	-	500,000	-	500,000
	10th Avenue Overlay	-	-	-	-	-	50,000	500,000	-	550,000
	2-State Grants	-	-	-	-	-	-	400,000	-	400,000
	7-Street Reserves	-	-	-	-	-	50,000	-	-	50,000
	8-City Impact Fees	-	-	-	-	-	-	130,000	-	130,000
	ADA Curb Ramp Upgrades	-	-	600,000	-	-	-	-	-	600,000
	2-State Grants	-	-	600,000	-	-	-	-	-	600,000
	City-wide Safety Improvements	48,910	613,328	-	-	-	-	-	-	662,438
	1-Federal Grants	48,909	597,438	-	-	-	-	-	-	646,438
	7-Street Reserves	-	3,910	-	-	-	-	-	-	20,000
	Finn Hill Overlay	-	-	-	-	110,000	960,000	-	-	1,070,000
	2-State Grants	-	-	-	-	-	830,000	-	-	830,000
	7-Street Reserves	-	-	-	-	34,897	-	-	-	34,897
	10-Real Estate Excise Tax	-	-	-	-	15,103	130,000	-	-	145,103
	Front Street Restoration	-	-	-	150,000	300,000	1,000,000	-	-	2,050,000
	1-Federal Grants	-	-	-	-	-	750,000	-	-	750,000
	2-State Grants	-	-	-	-	-	50,000	-	-	50,000
	7-Street Reserves	-	-	-	-	750,000	150,000	-	-	900,000
	10-Real Estate Excise Tax	-	-	-	150,000	-	200,000	-	-	350,000
	Hostmark Overlay	-	-	-	-	-	-	-	600,000	600,000
	2-State Grants	-	-	-	-	-	-	-	405,000	405,000
	8-City Impact Fees	-	-	-	-	-	-	-	195,000	195,000
	Liberty Bay Waterfront Trail	302,556	158,797	-	330,000	100,000	1,100,000	-	-	2,001,253
	1-Federal Grants	337,289	12,732	-	-	-	-	-	-	250,000
	2-State Grants	-	-	-	300,000	100,000	1,100,000	-	-	1,500,000
	7-Street Reserves	65,267	155,975	-	30,000	-	-	-	-	251,262
	Local Neighborhood Road Maintenance Program	254,045	406,718	150,000	150,000	150,000	150,000	150,000	150,000	1,372,764
	7-Street Reserves	256,045	406,718	150,000	150,000	150,000	150,000	150,000	150,000	1,672,764
	Mesford Avenue	-	-	-	-	50,000	650,000	-	-	700,000
	1-Federal Grants	-	-	-	-	-	500,000	-	-	500,000
	7-Street Reserves	-	-	-	-	50,000	150,000	-	-	200,000
	Noll Road Improvements - Phase III - Roadway	8,012,452	3,754,222	300,000	3,270,000	3,300,000	6,000,000	-	-	23,636,674
	1-Federal Grants	5,004,526	516,797	-	1,970,000	1,800,000	3,500,000	-	-	12,791,323
	2-State Grants	362,726	132,274	-	1,250,000	950,000	1,000,000	-	-	3,615,000
	6-Non-Voted Bonds	1,356,480	-	-	-	-	-	-	-	1,356,480
	7-Street Reserves	95,720	374,151	-	-	-	-	-	-	472,871
	8-City Impact Fees	1,170,000	1,481,000	-	-	550,000	500,000	-	-	3,701,000
	10-Real Estate Excise Tax	-	1,250,000	300,000	250,000	-	-	-	-	1,800,000
	Total Transportation Capital Projects	\$ 8,629,964	\$ 4,343,175	\$ 1,210,000	\$ 4,600,000	\$ 4,360,000	\$ 9,410,000	\$ 3,640,000	\$ 750,000	\$ 28,183,129
	Total Transportation Capital Funding Sources	\$ 8,629,964	\$ 4,343,175	\$ 1,210,000	\$ 4,600,000	\$ 4,360,000	\$ 9,410,000	\$ 3,640,000	\$ 750,000	\$ 28,183,129
	1-Federal Grants	5,295,794	1,126,957	120,000	2,570,000	1,900,000	5,150,000	2,500,000	-	15,653,751
	2-State Grants	362,726	132,274	600,000	1,350,000	1,800,000	2,450,000	400,000	-	5,610,000
	6-Non-Voted Bonds	1,356,480	-	-	-	-	-	-	405,000	1,356,480
	7-Street Reserves	433,964	952,934	190,000	280,000	684,897	660,000	150,000	160,000	3,501,795
	8-City Impact Fees	1,170,000	1,481,000	-	-	950,000	900,000	130,000	195,000	4,626,000
	10-Real Estate Excise Tax	-	1,250,000	300,000	400,000	15,103	130,000	500,000	-	2,595,103

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Stormwater Projects in Progress

- Glenn Haven Storm Drain Replacement
- West Poulsbo Waterfront Park
- 8th Ave Culvert – pursuing grant funding
- Johnson Road – Bjorgen Culvert, Stream 1, etc.

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2022 - 2028 ENTERPRISE CAPITAL IMPROVEMENTS (Storm)											
Page	Project Name	Prior Years Costs	2022 Project Cost	2023 Project Cost	2024 Project Cost	2025 Project Cost	2026 Project Cost	2027 Project Cost	2028 Project Cost	Total Project Cost	
STORM DRAIN PROJECTS											
	3rd Avenue Storm	-	-	200,000	-	-	-	-	-	200,000	
	7-Storm Drain Reserves	-	-	200,000	-	-	-	-	-	200,000	
	7th Ave Regional Detention/Treatment Facility	-	-	-	-	-	-	600,000	875,000	1,475,000	
	2-State Grants	-	-	-	-	-	-	600,000	750,000	1,350,000	
	7-Storm Drain Reserves	-	-	-	-	-	-	100,000	175,000	275,000	
	8th Avenue Culvert Replacement	-	-	-	100,000	525,000	-	-	-	625,000	
	2-State Grants	-	-	-	-	400,000	-	-	-	400,000	
	7-Storm Drain Reserves	-	-	-	100,000	125,000	-	-	-	225,000	
	American Legion Park Outfall Repair	-	-	-	10,000	130,000	-	-	-	140,000	
	7-Storm Drain Reserves	-	-	-	10,000	120,000	-	-	-	130,000	
	Biorgen Creek Culvert Replacement - Deer Run	-	-	-	-	-	20,000	280,000	-	300,000	
	7-Storm Drain Reserves	-	-	-	-	-	20,000	260,000	-	280,000	
	Deer Run Pond Retrofit	-	-	-	-	-	25,000	275,000	-	300,000	
	7-Storm Drain Reserves	-	-	-	-	-	25,000	275,000	-	300,000	
	Dogfish Creek Retrofit (South Fork)	224,200	3,610	-	500,000	500,000	-	-	-	1,227,810	
	2-State Grants	224,200	3,610	-	375,000	375,000	-	-	-	977,810	
	7-Storm Drain Reserves	-	-	-	125,000	125,000	-	-	-	250,000	
	Forest Rock Hill: (SR 305) Outfall	-	-	10,000	45,000	-	-	-	-	55,000	
	7-Storm Drain Reserves	-	-	10,000	45,000	-	-	-	-	55,000	
	Glenn Haven Storm Drain Replacement	-	160,000	30,000	-	-	-	-	-	190,000	
	7-Storm Drain Reserves	-	160,000	30,000	-	-	-	-	-	190,000	
	High School Ball Field Storm	-	-	10,000	190,000	-	-	-	-	200,000	
	7-Storm Drain Reserves	-	-	10,000	190,000	-	-	-	-	200,000	
	Liberty Road Outfall	-	-	5,000	45,000	-	-	-	-	50,000	
	7-Storm Drain Reserves	-	-	5,000	45,000	-	-	-	-	50,000	
	Noll Road Basin Direct Discharge	-	40,000	-	100,000	-	500,000	-	-	640,000	
	7-Storm Drain Reserves	-	40,000	-	100,000	-	500,000	-	-	640,000	
	Noll Road Storm LID - Retrofit	167,923	-	-	-	-	600,000	-	-	767,923	
	2-State Grants	167,923	-	-	-	-	450,000	-	-	617,923	
	7-Storm Drain Reserves	441	-	-	-	-	150,000	-	-	150,441	
	Poulsbo Creek Outfall	-	40,000	-	250,000	-	-	-	-	290,000	
	7-Storm Drain Reserves	-	40,000	-	250,000	-	-	-	-	290,000	
	Ridgewood/Kevoas Pond - Replace Storm Drains	-	-	-	-	50,000	350,000	-	-	400,000	
	7-Storm Drain Reserves	-	-	-	-	50,000	350,000	-	-	400,000	
	West Poulsbo Waterfront Park - Storm Drain	867,053	203,987	-	631,250	631,250	-	-	-	2,333,539	
	2-State Grants	387,906	76,373	-	531,250	531,250	-	-	-	1,526,779	
	7-Storm Drain Reserves	479,687	127,614	-	100,000	100,000	-	-	-	807,311	
	Total Storm Drain Capital Projects	\$ 1,259,816	\$ 447,297	\$ 315,000	\$ 1,891,250	\$ 1,826,250	\$ 1,495,000	\$ 1,155,000	\$ 875,000	\$ 3,264,313	
	Total Storm Drain Capital Funding Sources	\$ 1,259,816	\$ 447,297	\$ 315,000	\$ 1,891,250	\$ 1,826,250	\$ 1,495,000	\$ 1,155,000	\$ 875,000	\$ 3,264,313	
	2-State Grants	779,678	79,983	-	906,250	1,306,250	450,000	500,000	700,000	4,722,161	
	7-Storm Drain Reserves	480,138	367,614	315,000	985,000	520,000	1,045,000	655,000	175,000	4,542,752	
	Total Enterprise Capital Projects	\$ 2,124,583	\$ 4,930,894	\$ 4,126,524	\$ 7,780,865	\$ 2,756,250	\$ 7,787,000	\$ 2,385,000	\$ 2,625,000	\$ 34,926,127	
	Total Enterprise Funding Sources	\$ 2,124,583	\$ 4,930,894	\$ 4,126,524	\$ 7,780,865	\$ 2,756,250	\$ 7,787,000	\$ 2,385,000	\$ 2,625,000	\$ 34,926,127	

27

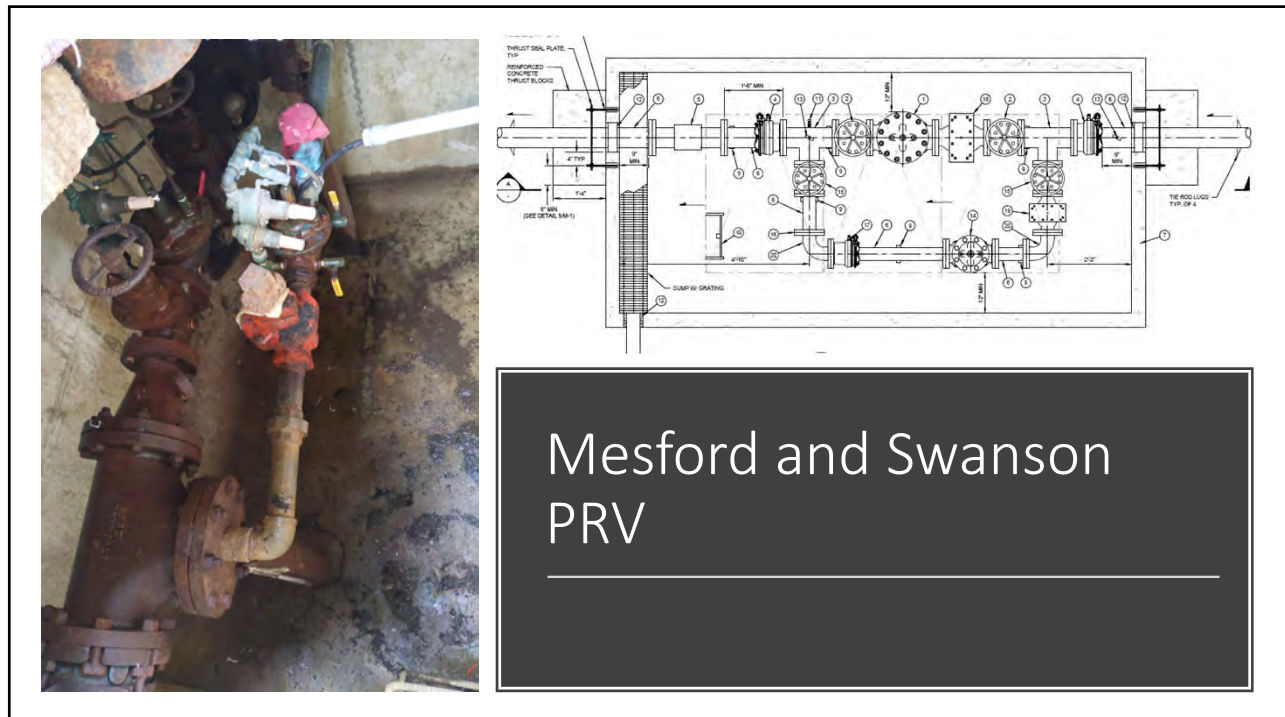


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Water Projects in Progress

- Mesford/Swanson PRV Project – construction starting November 2022
- Westside Well Iron and Manganese Treatment Plant
- Raab Park Tank Replacement – Design
- Caldart Water Main Replacement – considering completing with Raab Tank project
- Noll Road Water Improvements
- General Water Plan

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Mesford and Swanson
PRV

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2022 - 2028 ENTERPRISE CAPITAL IMPROVEMENTS (Water)										
Page	Project Name	Prior Years Costs	2022 Project Cost	2023 Project Cost	2024 Project Cost	2025 Project Cost	2026 Project Cost	2027 Project Cost	2028 Project Cost	Total Project Cost
WATER PROJECTS										
	340 Zone Fire Flow - 4th Ave	-	-	-	-	250,000	-	-	-	250,000
	7-Water Reserves	-	-	-	-	250,000	-	-	-	250,000
	3rd Ave Water	-	-	500,000	-	-	-	-	-	500,000
	1-Federal Grants	-	-	500,000	-	-	-	-	-	500,000
	Big Valley Well #3	-	-	-	-	-	450,000	-	-	450,000
	7-Water Reserves	-	-	-	-	-	450,000	-	-	450,000
	Caldart Main	-	-	-	-	50,000	550,000	-	-	600,000
	7-Water Reserves	-	-	-	-	50,000	550,000	-	-	600,000
	Finn Hill Tank Retrofit	-	-	-	-	80,000	500,000	-	-	580,000
	7-Water Reserves	-	-	-	-	80,000	500,000	-	-	580,000
	Front Street Water Main Replacement	-	-	-	500,000	-	-	-	-	500,000
	7-Water Reserves	-	-	-	500,000	-	-	-	-	500,000
	Hotmark Pipe	-	-	-	-	-	-	-	1,750,000	1,750,000
	7-Water Reserves	-	-	-	-	-	-	-	1,750,000	1,750,000
	Noll Road Water Improvements	556,354	213,646	20,000	60,000	-	-	-	-	850,000
	7-Water Reserves	556,354	213,646	20,000	60,000	-	-	-	-	850,000
	Old Town Water Main Replacement	-	-	-	-	-	35,000	315,000	-	350,000
	7-Water Reserves	-	-	-	-	-	35,000	315,000	-	350,000
	Mesford PRV	24,967	845,033	-	-	-	-	-	-	870,000
	7-Water Reserves	24,967	845,033	-	-	-	-	-	-	870,000
	Westside Well #2	-	-	-	-	-	412,000	-	-	412,000
	7-Water Reserves	-	-	-	-	-	412,000	-	-	412,000
	Wilderness Tank Retrofit	-	80,000	-	-	-	500,000	-	-	580,000
	7-Water Reserves	-	80,000	-	-	-	500,000	-	-	580,000
	Total Water Capital Projects	\$ 581,321	\$ 1,138,679	\$ 520,000	\$ 560,000	\$ 380,000	\$ 2,447,000	\$ 315,000	\$ 1,750,000	\$ 7,632,000
	Total Water Capital Funding Sources	\$ 581,321	\$ 1,138,679	\$ 520,000	\$ 560,000	\$ 380,000	\$ 2,447,000	\$ 315,000	\$ 1,750,000	\$ 7,632,000
	1-Federal Grants	-	-	500,000	-	-	-	-	-	500,000
	7-Water Reserves	581,321	1,138,679	20,000	560,000	380,000	2,447,000	315,000	1,750,000	7,132,000

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City of Poulsbo
2022 General Sewer Plan



September 2022



950 Pacific Avenue, Suite 905
Tacoma, WA 98402
(253) 344-9254

SEWER UTILITY

32

Sewer Projects in Progress

Poulsbo Projects

- General Sewer Plan – DOE reviewing draft
- Johnson to Norum Pipeline Upgrade – City led Design effort
- Marine Science Center pump station generator replacement
- Noll Road Sewer Improvements

Kitsap County Projects

- Bangor/Keyport Forcemain replacement
- Staff Trailer Replacement
- Diffuser Replacement
- County Sewer Utility Plan
- Central Kitsap Treatment Plant (CKTP) – Solids and Liquid Hauled Waste Upgrades

33



34



Sewer Pipeline Corrosion Analysis Project

murraysmith

WEST COUNTY
WASHINGTON

Bangor Keyport Corrosion

35

CK Treatment Plant – Solids and Liquid Hauled Waste Upgrades

- New project – need based on recent CKTP assessment
 - Tech memo received October 31st
- Significant upgrade at treatment plant - \$65m over 6-years
 - City share – approximately 20% of CKTP
 - Two major upgrades
- Adds new digestors, new thickening processes, pump upgrades, FOG receiving station, and rehab of existing digestors
- Not currently within the City sewer utility financial model
 - City share - \$1.6m in 2023 & \$2.7m in 2024
 - Will be incorporated into sewer CIP as CK CIP is finalized
- KC staff will present project to Council at meeting in December

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2022 - 2028 ENTERPRISE CAPITAL IMPROVEMENTS (Sewer)										
Page	Project Name	Fund Years	2022 Project Cost	2023 Project Cost	2024 Project Cost	2025 Project Cost	2026 Project Cost	2027 Project Cost	2028 Project Cost	Total Project Cost
SEWER PROJECTS										
	3rd Ave Sewer		-	300,000	-	-	-	-	-	300,000
			-	300,000	-	-	-	-	-	300,000
			-	500,000	-	-	-	-	-	500,000
	Alasund Pump Station Gravity Connection		-	500,000	-	-	-	-	-	500,000
			-	500,000	-	-	-	-	-	500,000
	Kitzap County - Bangor/Keyport Forcemain Replacement		1,165,890	-	1,903,441	-	-	-	-	3,069,331
			1,165,890	-	1,903,441	-	-	-	-	3,069,331
	Kitzap County - Diffuser Replacement		-	171,259	-	-	-	-	-	171,259
			-	171,259	-	-	-	-	-	171,259
	Kitzap County - HVAC Upgrades		-	-	277,025	-	-	-	-	277,025
			-	-	277,025	-	-	-	-	277,025
	Kitzap County - Lemolo Shores Pipeline Upgrade		730,000	1,100,000	3,000,000	-	-	-	-	4,830,000
			730,000	1,100,000	3,000,000	-	-	-	-	4,830,000
	Kitzap County - Nutrient Process Upgrade		-	-	79,150	-	-	-	-	79,150
			-	-	79,150	-	-	-	-	79,150
	Kitzap County - Sewer Utility Plan		-	324,515	-	-	-	-	-	324,515
			-	324,515	-	-	-	-	-	324,515
	Kitzap County - Solid Facilities Upgrades		-	356,750	-	-	-	-	-	356,750
			-	356,750	-	-	-	-	-	356,750
	Kitzap County - Staff Trailers Replacement		-	228,672	-	-	-	-	-	228,672
			-	228,672	-	-	-	-	-	228,672
	Kitzap County - Third Lemolo Siphon		56,884	46,928	-	-	710,000	710,000	-	1,523,812
			56,884	46,928	-	-	710,000	710,000	-	1,523,812
	Lemolo House Purchase		-	-	-	-	500,000	-	-	500,000
			-	-	-	-	500,000	-	-	500,000
	Lindvig Pump Station Redundant		-	500,000	-	-	-	-	-	500,000
			-	500,000	-	-	-	-	-	500,000
	Noll Road Sewer Improvements		170,724	129,276	70,000	-	-	-	-	370,000
			170,724	129,276	70,000	-	-	-	-	370,000
	Old Town Sewer Upgrades		-	-	-	-	25,000	215,000	-	240,000
			-	-	-	-	25,000	215,000	-	240,000
	Foulbo MH Sewer Re-Route		-	-	-	350,000	-	-	-	350,000
			-	-	-	350,000	-	-	-	350,000
	SR305 Force Main Extension		-	-	200,000	2,610,000	-	-	-	2,810,000
			-	-	200,000	2,610,000	-	-	-	2,810,000
	SR305 Storage Facility		56,848	1,044,152	-	-	-	-	-	1,101,000
			56,848	1,044,152	-	-	-	-	-	1,101,000
	Total Sewer Capital Projects		\$ 283,456	\$ 3,344,618	\$ 3,291,524	\$ 6,329,616	\$ 850,000	\$ 3,845,000	\$ 925,000	\$ 17,569,214
	Total Sewer Capital Funding Sources		\$ 283,456	\$ 3,344,618	\$ 3,291,524	\$ 6,329,616	\$ 850,000	\$ 3,845,000	\$ 925,000	\$ 17,569,214
			-	-	300,000	-	-	-	-	300,000
			283,456	3,344,618	2,991,524	6,329,616	850,000	3,845,000	925,000	17,269,214

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 11/09/2022

AGENDA ITEM:	Council Goals Discussion - Continued from 9/7/22 meeting
EXHIBITS:	Draft notes and goals from 9/7 meeting; feedback from CMs Lord & Musgrove; community goals
STAFFED BY:	Mayor Erickson & Admin Services Mgr/City Clerk Fernandez
CATEGORY:	Workshop
MAYOR OK/Initial:	

SUMMARY STATEMENT:
<p>Discussion was held at the 9/7/22 Council workshop regarding updating the council goals for the 2023/24 budget process.</p> <p>Council was requested to submit any proposed changes to the City Clerk for inclusion into the agenda packet for review and discussion.</p> <p>Feedback was received by Councilmembers Lord and Musgrove.</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:
Provide updated goals during the workshop for the 2023-24 budget.

SAMPLE MOTION:

N/A

2023-24 Council Working Goals

1. Develop Long Term Economic Development

(Responds to Community Goal #7 – Economic Development)

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

2. Implement Dog Fish Creek Study

(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 Park.

Responsibility – City Council

- iii. Complete 8th Ave. Culvert Replacement

Responsibility – Engineering

3. Develop New Approaches to Promote, Engage, and Communicate with Citizens (Special Emphasis with our Youth)

(Responds to Community Goal #2 – Community Character)

Responsibility – City Council

4. Transition Plan for Executive Branch of Government *(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

5. Reinforce and Establish Our Relationships with the Community Related to Diversity and Inclusivity

(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

6. Support the Construction of the Poulsbo Event and Recreation Center

(Responds to Community Goal #4 – Capital Facilities)

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

7. Develop a Downtown Master Plan for Revitalization to Coordinate with the Scheduled Utility Capital Improvements to Front Street

(Responds to Community Goal #4 – Capital Facilities)

Objective/Workplan

- i. Downtown Master Plan to include improvements for raised crosswalks, repairs/replacement for existing substandard sidewalks, additional small gathering areas similar to Streateries, and recycling opportunities

Responsibility – City Council, Engineering, Public Works

- ii. Synchronize with Public Works and Engineering to implement Downtown Master Plan improvements during or before Front Street improvements

Responsibility – City Council, Engineering, Public Works

- iii. Develop a funding strategy for Downtown Master Plan implementation

Responsibility – City Council, Finance Department

8. Develop Proactive Rapid Economic Development Plan

(Responds to Community Goal #7 and #8 – Economic Development)

Objective/Workplan

- i. Continually address the Comprehensive Plan Update and existing long-term efforts as appropriate.

Responsibility – Planning & Economic Development, Finance & Administration, and Community Services Committees/City Council

- ii. Engage active programs, investments, and support for Poulsbo workers, jobs

and employer health. Seek economic improvement opportunities for existing residents in-need.

Responsibility – Planning/Economic Development Committee/Finance & Administration Committee/City Council

- iii. Engage in planning and executing active measures and efforts to stem immediate growth of affordable housing needs. Develop community engagement opportunities. Continue existing alternative and affordable housing efforts.

Responsibility – Housing, Health & Humans Services Committee, Planning/Economic Development Committee, City Council

DRAFT

Council discussion starter:

Council Goals 2023 – Goal #2 Economic Development

With the current economy and rising inflation devaluing income for all our residents, and the historically-likely recession to follow; the stronger an economy, the less impact it has. Note the term is not growth, but strength, allowing greater prosperity even in adverse times.

In order to be strengthened locally for the ongoing events, economic development is key. Economic security and reduction of injury for every level and income of our residents in our city and the surrounding area. This is not one, but many focused objectives and paths, feeding and supporting each other in a common direction for maximum effectiveness. Our residents are all hurting. What are we willing to do about it?

While every resident will benefit from slowing and reversing the effects of economic turmoil locally, there are specific residents and programs with big wins. Only one example is affordable housing, in terms of need. A stronger economy directly impacts the need for affordable housing. If workers are laid-off, they add to the numbers in-need, and we cannot develop housing fast enough to catch-up in time. Slow or stop the need instead, with retained jobs, more jobs, and better values in Poulsbo. Don't leave those in-need, still needing, or adding more. Gains in this area of reducing need are measurable and real.

This requires rapid proactive legislation, programs, community efforts and focused investments.

The Poulsbo Community Key Goals and Council Long-Term Goals encapsulated the longer-range vision from one general perspective, that covered many paths:

8 – Economic Development

- Manage and enhance Poulsbo's positive economic climate that attracts and supports business retention, expansion, and recruitment.
- Attract businesses and foster local entrepreneurship that serves Poulsbo residents, the greater North Kitsap community, and our valued tourists.
- Support the provision and expansion of education at all levels and training opportunities, to maintain and enhance a skilled workforce.
- Ensure Poulsbo residents have access to family wage jobs, and employers have access to a talented workforce to assist in retaining and growing their businesses.
- Provide sufficient infrastructure and public facilities appropriate to support economic development.
- Encourage business activity that takes advantage of technology and promotes alternatives to commuting, including the increasing trend to work from home.
- Ensure a healthy and beautiful environment, vibrant and thriving community and high quality of life for all Poulsbo residents and businesses.

Indeed, without resident and leadership pride in our community, and sense of real community, there is little motivation or priority to save or improve anything. We can redevelop that special something for our residents to re-engage in helping each other, and they are eager to do so.

In order to strengthen the economy and everyone in it, proactive steps and actions are required. It is a bit late to stem the current inflation and its effects, but the cycle is continuing, and action or ignorance are the options.

In the current budget discussions, ongoing support for current efforts such as the WWU Small Business Development Center, the Kitsap Economic Development Alliance, coordination with the Kitsap Comprehensive Plan, Washington State Department of Community Trade and Economic Development, and others should be maintained. Our City Comprehensive Plan will, of course, be reviewed for the mostly passive measures and important perspective it contains.

But rapid and sizable proactive steps are needed, and the Planning and Economic Development Department is anticipating these steps moving forward. Funding in this cycle to not only permit them in-name or appearance, but enough for them to be effective and flourish is needed. This focused development is much needed, and in this rapidly-evolving economy is not the time to postpone action.

The recommended discussion is to review the Community and Council goals above as a launch-pad for this support in our Council Goals and Budget planning. We can increase the strength and prosperity, or reduce the pain, starting now and into our future. An example 2022-2024 Council Goal could be:

2. Develop Proactive Rapid Economic Development Plan

(Responds to Community Goal #7 and #8 – Economic Development)

Objective/Workplan

- i. Continually address the Comprehensive Plan Update and existing long-term efforts as appropriate.

Responsibility – Planning & Economic Development, Finance & Administration, and Community Services Committees/City Council

- ii. Engage active programs, investments, and support for Poulsbo workers, jobs and employer health. Seek economic improvement opportunities for existing residents in-need.

Responsibility – Planning/Economic Development Committee/Finance & Administration Committee/City Council

- iii. Engage in planning and executing active measures and efforts to stem immediate growth of affordable housing needs. Develop community engagement opportunities. Continue existing alternative and affordable housing efforts.

Responsibility – Housing, Health & Humans Services Committee, Planning/Economic Development Committee, City Council

Addendums:

From the Keyport Community Plan, Economic Development Strategies (proactive):

Economic Development strategies for a small community such as Keyport need to be finely crafted to best fit the character and scale of the community. By providing for a diversity of enterprises which both serve and employ local residents, Keyport is better able to withstand fluctuations in the larger regional economy. In addition, people who live and work in their community are available to invest time and money in their families, organizations, and community life. A key to a successful, diverse local economy is to create and undertake business opportunities as they arise. A diverse local economy will include economic activity along a continuum, from resource-based businesses such as fishing, to small scale business, home-based businesses, retail, professional and personal services, technology and knowledge based businesses and tourism. The following economic development strategies were a result of the community meetings, individual comments, and Keyport Online survey results. ...

Rhiannon K. Fernandez

From: Connie C. Lord
Sent: Wednesday, November 2, 2022 3:35 PM
To: Debbie Booher; Rhiannon K. Fernandez; David Musgrove; Connie C. Lord
Cc: Becky Erickson
Subject: Re: Council Goals

There was no attachment in the email exchange so I could read Dave's proposed goal. I presume it was about the revitalization of Front Street in conjunction with extensive utility work scheduled for Front Street. At our August retreat, and from Jim Reid's summary, Council agreed on need to address three goals/policies for Downtown Planning and Economic Development:

1. Parking (build a parking facility and/or charge for street parking or do nothing
2. Revitalization including road and sidewalk maintenance and downtown cleanliness
 - a. Improve what we have with a Downtown Master Plan
 - b. Add recycling to action list needed to revitalize downtown core
3. Balance commercial and residential development
 - a. Partner with Port of Poulsbo to achieve balance
 - b. Tie effort to Poulsbo Place
 - c. Convert existing building and encourage new building to include mixed uses with offices, shops, and restaurants
on street level with residences above.

I propose a Council Goal as follows to address #2 above::

Goal: Develop a Downtown Master Plan for revitalization to coordinate with scheduled utility Capital Improvements to Front Street

Objective/Workplan

1. Downtown Master Plan to include improvements for: raised crosswalks, repairs/replacement for existing substandard sidewalks, additional small gathering areas similar to Streateries, and recycling opportunities.

Responsibility: City Council, Engineering, Public Works

2, Synchronize with Public Works & Engineering to implement Downtown Master Plan improvements during or before scheduled utility Capital Improvements to Front Street

Responsibility: City Council, Engineering, Public Works

3. Develop funding strategy for Downtown Master Plan implementation

Responsibility: City Council, Finance Department

Please include my suggestion with our Council Goals discussion next week.

Thanks,
Connie

Connie Lord

City Councilmember, Alternate Deputy Mayor
Member:
Public Safety/Legal Committee
Public Works Committee

From: Debbie Booher <Dbooher@cityofpoulsbo.com>
Sent: Tuesday, November 1, 2022 4:49 PM
To: David Musgrove <dmusgrove@cityofpoulsbo.com>; Rhiannon K. Fernandez <rfernandez@cityofpoulsbo.com>; Council Members <CouncilMembers@cityofpoulsbo.com>
Cc: Becky Erickson <berickson@cityofpoulsbo.com>; Lauren M. Ellington <lellington@cityofpoulsbo.com>; Heather Wright <hwright@cityofpoulsbo.com>; Kimberly Hendrickson <kimberlyh@cityofpoulsbo.com>
Subject: RE: Council Goals

Hi All,

To clarify the Goal being addressed; the goal is out of the Comprehensive Plan under Poulsbo's Community Key Goals on page 11 Council can establish a separate working goal to address the key goal, but I would recommend we keep the goals in this section be consistent with the Comprehensive Plan.

Deborah Booher | Assistant City Administrator | City of Poulsbo | 200 NE Moe Street | Poulsbo, WA 98370 |
Ph: 360-394-9720 | Fax: 360-779-5112 | Web: www.cityofpoulsbo.com | Email: dbooher@cityofpoulsbo.com

From: David Musgrove <dmusgrove@cityofpoulsbo.com>
Sent: Tuesday, November 1, 2022 3:02 PM
To: Rhiannon K. Fernandez <rfernandez@cityofpoulsbo.com>; Council Members <CouncilMembers@cityofpoulsbo.com>
Cc: Becky Erickson <berickson@cityofpoulsbo.com>; Debbie Booher <Dbooher@cityofpoulsbo.com>; Lauren M. Ellington <lellington@cityofpoulsbo.com>; Connie C. Lord <clord@cityofpoulsbo.com>; Britt Livdahl <blivdahl@cityofpoulsbo.com>; Heather Wright <hwright@cityofpoulsbo.com>; Kimberly Hendrickson <kimberlyh@cityofpoulsbo.com>
Subject: Re: Council Goals

Good afternoon!

Attached is my presentation for one Council Goals item, for inclusion in the agenda for next week. Thanks!

David

Attached: Council Goal #2 - EconDev.odt

David Musgrove • Poulsbo City Council • 200 Moe Street, Poulsbo, WA 98370 • 360-779-3901 • www.CityOfPoulsbo.com

From: Rhiannon K. Fernandez <rfernandez@cityofpoulsbo.com>
Sent: Monday, October 17, 2022 2:52 PM
To: Council Members <CouncilMembers@cityofpoulsbo.com>
Cc: Becky Erickson <berickson@cityofpoulsbo.com>; Debbie Booher <Dbooher@cityofpoulsbo.com>; Lauren M. Ellington <lellington@cityofpoulsbo.com>
Subject: Council Goals

Good afternoon Council,

I was scheduled to bring the Council goals back for discussion on October 5, but I had not received any written feedback from anyone to bring forward.

Attached is a word document that is the draft 2023-24 Council Goals based on the preliminary discussion on September 7. I am also attaching what I had prepared for the October 5 meeting for continued discussion.

I am going to schedule this for November 9 workshop, but I will need your written comments by November 1 so I can compile them all into one document for your review on November 9.

Thanks,

Rhiannon

Rhiannon Fernandez, CMC, CPRO • City of Poulsbo

City Clerk

200 NE Moe Street, Poulsbo, WA 98370

360 394 9711



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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 Park
 Responsibility – 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.

The budget is a plan that allocates the available financial resources to meet community needs. This plan is based on policies, strategies, goals, and objectives to give context and direction as to how those needs are intended to be met. To guide the City in its decisions is its mission and vision of the future – which is shared by citizens and elected officials:

Mission Statement

Our City is committed to managing the public resources to promote community health, safety and welfare, and plan to accommodate growth, without burden, while preserving our natural resources and enhancing those qualities which make our community unique and desirable.

Vision Statement

Poulsbo is a vibrant community distinguished by its unique location on the shore of Liberty Bay, access to natural beauty and urban amenities, and historic, small-town quaint character. Situated at the cross-roads of Puget Sound, Poulsbo is a locally based whole economy with a strong sense of community and heritage, where civic groups, local government, families and neighbors work collaboratively to continually maintain and improve high quality of life.

This Mission and Vision Statement has guided development of the overall strategic financial plan and expresses citizens' wishes for the future in a general sense. Further, the following Guiding Principles and Community & Council Key Goals are integral to support Poulsbo's vision and are the foundation for the other goals and policies throughout this budget.

Poulsbo's Guiding Principles

- Respect Poulsbo's identity, including the historic downtown and existing neighborhoods and districts, while allowing new areas to develop.
- Improve and sustain the beauty and health of the surrounding natural environment.
- Develop an economically sustainable balance of services, amenities, and infrastructure.
- Promote community interaction by supporting gathering places, open spaces, and parks and recreation.
- Support community members of all ages in their efforts to promote active lifestyle choices.
- Connect the City, neighborhoods, and neighbors through complete streets designed to provide safe mobility for all users.
- Establish processes that engage citizen and community partners and implement policies that reflect the desires and concerns of community members.

Poulsbo's Community Key and Council Long-Term Goals

1 – Land Use

- Achieve a mix of commercial land uses that serve the needs of the City's residents, businesses, and visitors.
- Plan for residential development that compliments the built environment and the city's neighborhoods, while we change and grow.
- Plan and provide for public utilities and infrastructure to support the geographic and population growth of the City.
- Plan for mixed-use to encourage proximity and diversity in living and working options and decrease transportation challenges.

2 – Community Character

- Improve quality of life and create places where both adults and youth can live, work, learn, shop and play.
- Maintain the positive identifiable images and features that make Poulsbo memorable.
- Encourage community cohesion by providing a range of spaces and places for civic functions, such as public meetings, ceremonial events, and community festivals.
- Provide a well-designed, pedestrian friendly, and community oriented downtown center.
- Respect the character of the City's downtown, waterfront, and residential areas, while allowing for new development, expansion and renovation that considers the scale and character of the area.
- Accommodate infill development and redevelopment that enhances the quality of city neighborhoods and business areas.

3 – Transportation

- Emphasize development of complete streets that are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders regardless of age, ability or mode of transportation.
- Develop standards to improve the function, safety, and appearance of the City's street system.
- Maintain a consistent level of service on the City's street system that is appropriate for existing and future growth to improve traffic flow.
- Participate in efforts to enhance the City's connectivity to the region, including telecommuting.

4 – Natural Environment

- Support standards that maintain or improve environmental quality.
- Preserve the City's natural systems to protect public health, safety and welfare, and to maintain the integrity of the natural environment.
- Support regulation of activities in sensitive and hazardous areas to ensure high environmental quality and to avoid risks actual damage to life and property.
- Coordinate implementation of regulation and preservation efforts through the Comprehensive Plan, Critical Areas Ordinance, Shoreline Master Program, and other applicable City plans and regulations.

5 – Capital Facilities

- Proactively plan and provide for critical public facilities such as water, storm water, sanitary sewers, streets, sidewalks, parks, and other necessary infrastructure to meet the needs of existing population and future growth.
- Ensure that public facilities and services necessary to support development is adequate and available at the time of new development, without decreasing the adopted level of service.

- Provide the necessary public facilities identified through the Capital Facilities Plans within the City's ability to fund or within the City's authority to require others to pay, or fundable through strategic partnerships.

6 – Housing

- Achieve a mix of housing types to meet the needs of owners and renters at various income levels and ages.
- Achieve a mix of housing types and densities while maintaining healthy neighborhoods and guide new housing development into appropriate areas.

7 – Parks & Recreation and Open Space

- Develop active and passive parks, recreation programs and facilities, and an open space system that benefits citizens of all ages, incomes, and physical abilities.
- Establish and maintain a network of trails, safe walkways, and open spaces throughout the Poulsbo community.
- Provide opportunities for indoor and outdoor recreational activities and team sports in City parks.

8 – Economic Development

- Manage and enhance Poulsbo's positive economic climate that attracts and supports business retention, expansion, and recruitment.
- Attract businesses and foster local entrepreneurship that serves Poulsbo residents, the greater North Kitsap community, and our valued tourists.
- Support the provision and expansion of education at all levels and training opportunities, to maintain and enhance a skilled workforce.
- Ensure Poulsbo residents have access to family wage jobs, and employers have access to a talented workforce to assist in retaining and growing their businesses.
- Provide sufficient infrastructure and public facilities appropriate to support economic development.
- Encourage business activity that takes advantage of technology and promotes alternatives to commuting, including the increasing trend to work from home.
- Ensure a healthy and beautiful environment, vibrant and thriving community and high quality of life for all Poulsbo residents and businesses.

9 – Public Safety

- Ensure the protection of persons and property.

10 – Revenues and Financial Stability

- Make efficient use of city resources and maintain the city's long-term financial stability in accordance with the city's financial policies.

11 – Customer Service

- Continuously provide courteous, professional, and responsive customer service.

12 – Enhanced Communication and Participation

- Promote understanding of city government through education and public participation.

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 11/09/2022

AGENDA ITEM:	ARPA Agreement with Fishline for Mental Health Counseling-Request for 2023 Extension	
EXHIBITS:	Grant Award Letter	
STAFFED BY:	Housing Health and Human Services Hendrickson	
CATEGORY:	Consent Agenda	
MAYOR OK/Initial:		

SUMMARY STATEMENT:
<p>In November 2021, Fishline Comprehensive Services was awarded \$50,000 in City ARPA funds to offset the cost of siting a behavioral health counselor at Fishline. Funds were awarded by the City with the understanding that the Poulsbo Police Navigator and the Poulsbo Fire CARES team would have quick access to counseling services to assist the individuals that they assist.</p> <p>Fishline spent \$23,100 of their ARPA funds in 2022 but was unable to spend the remaining balance because of staffing issues (Fishline did not have a counselor, in place, for several months of the year.) Housing Health and Human Services Director Hendrickson is asking Council to consider extending the ARPA agreement to 2023 so Fishline can use their remaining \$26,900 to offset the costs of 2023 counseling services. Having a counselor at Fishline has been a great benefit to the Poulsbo community and is a valuable resource for the police and fire programs.</p> <p>This item was considered at the November 2, 2022 Council workshop.</p>
<input 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 type="checkbox"/> No
Amount: \$	

RECOMMENDED ACTION:
Extend ARPA agreement with Fishline to December 31, 2023.

SAMPLE MOTION:

Move to extend ARPA agreement with Fishline to December 31, 2023.

City of Poulsbo



November 23, 2021

To: Fishline Comprehensive Services
19705 Viking Avenue
Poulsbo, WA 98370

From: Deborah Booher, Finance Director
dbooher@cityofpoulsbo.com; 360-394-9720

Re: American Rescue Plan Act (ARPA) Treasury Funds Behavioral Health Grant Award

We have received your application for Coronavirus Behavioral Health Funds and have a fully executed subaward agreement. We are happy to grant funds in the amount of \$50,000 to increase behavioral health services to Poulsbo residents during the COVID 19 pandemic.

The amount is intended to cover expenses related to a behavioral health counselor sited at Fishline between March 3, 2021 and December 31, 2022. In order to meet the terms of the agreement a detail of how the proceeds were used in the time frame must be submitted to the City of Poulsbo on a quarterly basis and all funds must be spent by December 31, 2022. Quarterly reports should include information about Poulsbo police and fire referrals, total number of individuals assisted, and a summary of expenditures. Receipts are not required but should be accessible for a period of 5 years and available if requested from the City or State Auditor.

Categories at a minimum should be submitted with the detail below. If rules of the Treasury changes any of these requirements, we may require additional information.

<i>Use of Funds.</i>	
May not be used for new programs but to reinstate existing programs or support on-going operations	
Wages	50,000
Benefits	
Utilities	
Operating	
*Total Expenditures	50,000 -

The Mayor and City Council genuinely hope this will help your organization during these challenging times.

Please feel free to contact me if you have any questions regarding these grant funds.

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 11/09/2022

AGENDA ITEM:	BA #22-0406 Marine Patrol Boating Program
EXHIBITS:	BA #22-0406
STAFFED BY:	Police Chief Ron Harding
CATEGORY:	Consent Agenda
MAYOR OK/Initial:	

SUMMARY STATEMENT:

At the 11/2/2022 Council Workshop, a budget amendment was presented. This needed to cover unanticipated costs for the marine patrol boating program in 2022. These costs were necessary engine repairs to the patrol boat made prior to the beginning of boating season in March 2022 along with the need to send an additional officer to BMLE Certification training to add to the program.

Additional Staff Report Attached

WORKSHOP DATE:

Recommended

IMPACTS:

Expenditure Required? Yes No Included in Budget? Yes No
Amount: \$ 5,300

RECOMMENDED ACTION:

Move to approve budget amendment #22-0406 for \$5,300 for unanticipated expenditures within the marine patrol boating program.

SAMPLE MOTION:

Move to approve budget amendment #22-0406 for \$5,300 for unanticipated expenditures within the marine patrol boating program.

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 11/09/2022

AGENDA ITEM:	ILA SWAT Agreement with KCSO and WA Dept of Fish & Wildlife	
EXHIBITS:	ILA SWAT Agreement	
STAFFED BY:	Police Chief Ron Harding	
CATEGORY:	Consent Agenda	
MAYOR OK/Initial:		

SUMMARY STATEMENT:
<p>This interlocal agreement is between Kitsap County, City of Poulsbo and the WA State Department of Fish and Wildlife for the formal establishment of a regional SWAT Team. This is a multi-jurisdictional approach to expand the capabilities of each agency and provide for sharing of personnel, equipment, knowledge and resources in high-risk critical incidents.</p> <p>The Poulsbo Police Department has historically had a dedicated member from our agency on the regional SWAT Team. This ILA is the product of a recent reformation of the team. It is anticipated that other area agencies will be joining in this ILA in the near future.</p> <p>This ILA was discussed at the November 2, 2022 City Council Workshop.</p>
<input type="checkbox"/> Additional Staff Report Attached

WORKSHOP DATE:	
11/02/2022	Recommended

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 approval of the ILA SWAT Agreement between the City of Poulsbo, Kitsap County and WA State Dept of Fish and Wildlife and authorize the Mayor to sign.

SAMPLE MOTION:

Recommend approval of the ILA SWAT Agreement between the City of Poulsbo, Kitsap County and WA State Dept of Fish and Wildlife and authorize the Mayor to sign.

INTERLOCAL AGREEMENT FOR
SPECIAL WEAPONS AND TACTICS (SWAT) TEAM

THIS INTERLOCAL AGREEMENT FOR SPECIAL WEAPONS AND TACTICS TEAM (“Agreement”) is made among Kitsap County, a Washington state political subdivision (“County”), and the City of Poulsbo, a Washington state municipal corporation, and the Washington Department of Fish & Wildlife, a Washington state department, all collectively referred to herein as the “Parties” and individually as a “Party”.

RECITALS

- A. The Interlocal Cooperation Act, Chapter 39.34 RCW, allows public agencies to enter into cooperative agreements to perform governmental services, activity, or undertaking which each is authorized by law to perform.
- B. Each Party provides law enforcement services to the citizens of their respective communities. The Parties recognize that responding to certain criminal activity requires specially trained and equipped law enforcement personnel to safely control, contain, and resolve high-risk critical incidents such as barricaded subjects, hostage situations, security details, felony stops, execution of search warrants and other incidents that may exceed the capabilities or resources of first responders.
- C. A multi-jurisdictional approach would function as a force multiplier combining resources to economically expand the capabilities of each agency and provide a mechanism for sharing of material, personnel, knowledge, equipment, and training to increase operational efficiencies.
- D. The Parties desire to enter into this Agreement to create a multi-jurisdictional Special Weapons and Tactics Team comprised of local law enforcement for the benefit of law enforcement and the community.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and mutual promises and covenants, the Parties agree as follows:

- 1. **AUTHORITY.** This Agreement is entered into pursuant to chapter 10.93 RCW (Washington Mutual Aid Peace Officers Powers Act) and chapter 39.34 RCW (Interlocal Cooperation Act).
- 2. **ESTABLISHMENT OF SWAT TEAM.** The Parties through this Agreement hereby establish the Kitsap County SWAT Team (“SWAT Team” or “Team”) for the purposes identified in this Agreement. The Team will be under the direction and leadership of the Kitsap County Sheriff’s Office (“KCSO”), subject to the KCSO SWAT policies, procedures, and protocols (collectively “Team Policy”).
- 3. **PURPOSE.** The purpose of this Agreement is to provide for the joint and cooperative undertaking of the Parties to establish, implement, and manage the Team, identify those persons responsible for administering the Team, and define responsibilities as contemplated in RCW 39.34.030. To accomplish this purpose, the Team does and must operate confidentially without public input.

4. ORGANIZATION. No separate legal or administrative entity is created by this Agreement nor do the Parties intend to create through this Agreement a separate legal or administrative entity subject to suit.
5. ADMINISTRATOR. KCSO shall function as the administrator of the Team in coordination and cooperation with the Parties. By functioning in this capacity, KCSO is not assuming responsibility or liability for the actions, or failures to act, by the other Parties or their respective employees.
6. DURATION. The term of this Agreement is January 1, 2022, through April 30, 2024, unless terminated or extended at the agreement of the Parties. This Agreement may be extended for additional consecutive five (5) year terms, upon the written agreement of the Parties.
7. RESPONSIBILITIES OF THE PARTIES. The Parties acknowledge and agree as follows:
 - A. Each Party agrees to authorize one or more of its sworn law enforcement personnel to participate as active members of the Team subject to the Party's staffing needs and Team Policy. Each Party reserves the right to make changes in its personnel assigned to the Team, which includes the number of personnel assigned.
 - B. The Team members are sworn law enforcement personnel employed by the Parties that are recruited, selected, trained, equipped, and assigned to the Team as provided in the Team Policy. Team members may be added to or removed from the Team as provided in Team Policy.
 - C. While the Team Policy identifies the minimum standards for selection, nothing in this Agreement shall prohibit a Party from requiring additional agency specific qualification standards and/or training requirements beyond those required in Team Policy.
 - D. Each Party's assigned Team members is expected to successfully complete a CJTC approved 40-hour basic SWAT course, and to participate in 20-hours of monthly training and 40-hours of annual in-service Team training. The Parties agree to be available to participate in other training as required by the Team Commander, and to respond to call-outs and planned operations in compliance with Team Policy.
 - E. The Team leadership shall be selected and perform the functions as provided in Team Policy. The Team Commander is responsible for Team operations. In no event shall this responsibility by KCSO be considered an allocation of liability to KCSO under RCW 10.93.040.
 - F. The Team Commander shall provide an annual report to the Sheriff and Chiefs of the prior year's training activities, missions, personnel changes, major equipment acquisitions, and anticipated activities for the subsequent year.
 - G. The Parties agree that all personnel assigned to the Team shall comply with all Team Policy when functioning as a Team member. All disciplinary matters shall be the responsibility of the employing Party. It is the sole responsibility of each Party to be familiar with the Team policies and to determine if Team policies conflict with the employing agency policies and procedures. In the event of a conflict between Team policy and a Party's policy, the Team policy will control for Team activities.
 - H. Each Party agrees to use good faith efforts to cooperate with the other Parties in implementing the intent and furthering the goals of this Agreement and the Team's mission.

- I. Nothing in this Agreement shall prohibit or otherwise prevent a Party from sending designated supervisory personnel to any training and/or deployment for the purposes of monitoring and/or evaluating their agency's personnel, training, and/or equipment.
- J. The Parties agree to work cooperatively to apply for grant funds that may be available from federal, state, or private sources, to be used in furtherance of Team activities and mission. Such cooperation includes providing the documentation necessary to receive grant funds.

8. EQUIPMENT REQUIREMENTS, MAINTENANCE, AND OPERATION

- A. For purposes of this Agreement, the term "Equipment" shall refer to any materials, tools, machinery, supplies, vehicles, weapons, and any other personal property used by Team members when performing Team activities.
- B. Each Party agrees to supply, maintain, repair, and replace the Equipment, uniforms, protective gear, and weapons necessary for its employees to participate as Team members.
- C. Each Party will work cooperatively with the other Parties and Team Commander to make its facilities, resources, and Equipment available for use by the Team, at no cost to the Team, for Team activities. The Parties agree to supply, maintain, repair, and replace pooled Team equipment as provided in the Team Policy.
- D. Each Party shall be responsible for any insurance, repairs, fuel, maintenance, damage or loss to its Equipment and vehicles operated by its employees while participating in the Team activities and shall hold the other Parties harmless for the same.
- E. A Party receiving Equipment pursuant to this Agreement shall be responsible for the proper care, use, maintenance, repair, replacement, and security of the Equipment from the time the receiving Party receives the Equipment until the Equipment is returned to the providing Party. Should any Equipment be returned in a damaged or deteriorated condition (not attributable to normal wear and tear during proper use), the Party that returned the Equipment in a damaged or deteriorated condition shall pay for the costs of repairing or replacing the Equipment at issue.
- F. The Parties agree that Equipment provided and/or used under this Agreement shall only be used by personnel qualified in its use through appropriate training and/or supervision.

9. **REPORTS.** Reports of SWAT Operations shall be generated in the County electronic records management system, maintained as a KCSO record and assigned a KCSO case number. Team participants shall have access to copies of such reports for use within their respective agencies.

10. **INVESTIGATIVE GUIDELINES AND PROCEDURES.** After the Team has responded and secured an incident, the Party or entity with jurisdiction will be responsible for processing the crime scene. The Team will assist when requested to the extent possible.

11. **LIMITATIONS, INDEPENDENT CAPACITY**

- A. In accordance with RCW 10.93.040, all personnel assigned by a Party to participate as a Team member shall be considered the employees of the primary commissioning agency for all purposes whatsoever, which shall be solely and exclusively responsible for its own employees. All rights, duties, and obligations of the employer shall remain with the primary commissioning agency. The personnel assigned by a Party shall continue under the employment of his or her employer for all purposes whatsoever, including without limitation, any loss, claim, damages, or liabilities arising out of or related to Team activities and/or operations. Each Party agrees to indemnify, defend, and hold harmless the other Parties in any action arising from or related to the negligence of its own employees, including all costs of defense and attorney's fees.
 - B. Each Party and its respective employees and agents shall act as an independent contractor and not as an employee or agent of the Team or another Party to this Agreement. The employees and agents of each Party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that Party. No Party shall have the authority to bind another Party nor control the employees, agents, or contractors of another Party to this Agreement. All rights, duties, and obligations of a Party shall remain with that Party.
 - C. Each Party shall be solely and exclusively responsible for the compensation, benefits, training expenses, and all other costs and expenses for its employees. Each Party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations regarding its own employees.
 - D. Personnel assigned as Team members shall conform to rules and procedures of their employing agency, as well as Kitsap County SWAT policies and procedures. It is the responsibility of the Team participants to inform the Team Commander of any policy conflicts. All disciplinary matters shall be the responsibility of the Team member's employer.
12. GENERAL PEACE OFFICER AUTHORITY. Pursuant to RCW 10.93.070, a general authority Washington State peace officer assigned on a full or part-time basis to the Team shall have full police powers to carry out Team activities as identified in the mutual aid agreements on file with the Washington Association of Sheriffs & Police Chiefs. It is the responsibility of each participating agency to ensure that its employees assigned to the Team have the appropriate legal authority to participate in law enforcement activities with the Team in all geographic locations in which the Team responds.
13. WITHDRAWAL. Any Party may terminate their participation in this Agreement upon 30-days prior written notice to the other Parties. The termination of a Party shall not automatically result in the termination of this Agreement or dissolution of the Team. A terminated Party assumes no responsibility for the acts or omissions occurring after the effective termination date but shall remain liable for acts or omissions occurring prior to the effective date of termination.
14. PROPERTY. The Parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a Party using this Agreement shall be returned to the acquiring Party, unless otherwise agreed.
15. NOTICE. All notices under this Agreement may be delivered or mailed to the Sheriff or Chief of the other Parties' law enforcement agency. All notices mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all

types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

16. INDEMNIFICATION

A. Each Party shall indemnify, defend, and hold harmless the other Parties, and the other Parties' officers, employees, and agents from any and all third-party allegations, complaints, losses, claims, damages, attorneys' fees, or costs for wrongful and/or negligent acts or omissions of the Party and/or its officers, employees, or agents relating to or arising out of Team activities. In the case of allegations, complaints, losses, claims, damages, attorneys' fees, or costs against more than one Party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each Party, and each Party shall have the right to seek contribution from each of the other Parties in proportion to the percentage of fault attributable to each of the other Parties. The Parties shall cooperate and jointly defend any such matter to the fullest extent allowed by law. Nothing in this Agreement is intended to waive any defense under Title 51 RCW.

B. Each Party shall provide notice to the other Parties when a claim or suit has been initiated against the Party for an action related to or arising out of Team activities.

17. NONDISCRIMINATION. No Party shall discriminate against any person based on race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.

18. GOVERNING LAW, VENUE. This Agreement shall be governed by the laws of the State of Washington. Each Party consents to the personal jurisdiction of the Superior Court of the State of Washington for all Party claims, disputes, proceedings, or actions in any way arising under, or relating to, this Agreement or the subject matter of this Agreement. Venue for any such claim shall be exclusively in the Kitsap County Superior Court.

19. FILING. Prior to its entry into force, this Agreement shall be filed with the Kitsap County Auditor's Office or, alternatively, listed by subject on the web site or other electronically retrievable public source in compliance with RCW 39.34.040.

20. ADDITIONAL PARTIES. Additional governmental entities may be added as a party to this Agreement in the future by executing an addendum to this Agreement executed by the party requesting to begin participation in the SWAT Team and all current Parties to this Agreement. The Addendum must be filed with the Kitsap County Auditor's Office in compliance with RCW 39.34.040.

21. PRESS AND RELEASE OF INFORMATION. Press releases and/or the release of information to the media will be made by the agency that has the jurisdiction where the event occurred in accordance with the releasing agency's established media release policy. No unilateral press releases will be made by a Party without the prior approval of the Team Commander. No Party will release the Team tactics, intelligence or other information, the nondisclosure of which is essential to effective law enforcement. RCW 42.56.240.

22. NO JOINT VENTURE. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the Parties.

23. **COMPLIANCE WITH LAWS.** The Parties shall exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules, and regulations of any public authority having jurisdiction.
24. **INTEGRATION.** This Agreement contains all terms and conditions agreed upon by the Parties, except necessary operational agreements between Participating Agencies in furtherance hereof and supersedes any other agreement or understanding of the Parties relating to the subject matter of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.
25. **AMENDMENT.** This Agreement may be amended from time to time as deemed appropriate by the Parties, provided, any such amendment shall not become effective unless written and signed by all Participating Agencies with the same formality as this Agreement.
26. **IMPLIED CONTRACT TERMS.** Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
27. **NO THIRD-PARTY BENEFICIARY.** It is the specific intent of the Parties that this Agreement shall not confer third-party beneficiary status on any non-party, including but not limited to the citizens of any Party's jurisdiction.
28. **WAIVER.** A failure by any Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party.
29. **ASSIGNMENT.** This Agreement shall not be assigned in whole or in part by any Party to this Agreement. Any attempt to assign this Agreement shall be void.
30. **SEVERABILITY.** The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid, or unenforceable, in whole or in part, shall not affect any other term or condition of the Agreement and the Parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.
31. **SURVIVAL.** Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, without limitation, Sections 7 (Responsibilities of the Parties, 11 (Limitations, Independent Capacity), 16 (Indemnification), and 18 (Governing Law, Venue, Waiver of Immunity).
32. **HEADINGS.** Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
33. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties and supersedes any other agreement or understanding of the Parties relating to the subject matter of this Agreement.
34. **COUNTERPARTS.** The Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

35. AUTHORIZATION. Any authorizations, actions required or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the Party. Each Party warrants and represents to the other that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the Party for whom they sign.

APPROVED AND EXECUTED this ___ day of _____, 2022

COUNTY OF KITSAP

JOHN GESE, Kitsap County Sheriff

APPROVED AND EXECUTED this ___ day of _____, 2022

KITSAP COUNTY BOARD OF COMMISSIONERS
PORT ORCHARD, WASHINGTON

ROBERT GELDER, Chair

EDWARD E. WOLFE, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST

DANA DANIELS, Clerk of the Board

APPROVED AND EXECUTED this ____ day of ____, 2022

CITY OF POULSBO

By: _____
RON HARDING, Chief of Police

By: _____
BECKY ERICKSON, Mayor

APPROVED AS TO FORM

ATTEST

_____, City Attorney

_____, City Clerk

Date: _____

Date: _____

APPROVED AND EXECUTED this ____ day of ____, 2022

DEPARTMENT OF FISH & WILDLIFE

APPROVED:

APPROVED:

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 11/09/2022

AGENDA ITEM:	Play for All at Raab Park Grants and Consultant Contract	
EXHIBITS:	Agreement and Contract	
STAFFED BY:	Parks Coordinator Cornette	
CATEGORY:	Consent Agenda	
MAYOR OK/Initial:		

SUMMARY STATEMENT:

After extensive, community driven planning and pre-design, Raab Park will be receiving an all abilities playground upgrade in 2023 funded through a combination of park reserves, state grants, and private donations. This project was originally planned for construction in 2022, however, a delay within the government departments that administer the grants stalled progress.

Up for acceptance at this juncture are the two primary grants, which are encompassed within RCO Grant Agreement 20-1648, specifically:

RCFB WWRP-Local Parks State Funding: \$379,824
RCFB Land And Water Conservation Federal Funding: \$370,000
Total Amount : \$749,824.00

In addition to the agreements, a design consultant has been selected to finalize design and create construction and bid documents. A contract engaging the firm, MIG, is also up for acceptance.

Additional Staff Report Attached

WORKSHOP DATE:

11/02/2022

Recommended

IMPACTS:

Expenditure Required? Yes No

Included in Budget? Yes No

Amount: \$ 125,000

RECOMMENDED ACTION:

Approval

SAMPLE MOTION:

Move to accept the combined \$379,824 RCO WWRP-Local Park and \$370,000 LWCF grants and authorize the Mayor to sign the grant agreement on behalf of the City of Poulsbo.

Move to award the contract with MIG for final design of Raab Park Play for All playground in the amount of \$125,000.

Project Sponsor: City of Poulsbo
Project Title: Play for All at Raab Park

Project Number: 20-1648D
Approval Date: 09/02/2022

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Poulsbo (Sponsor, and primary Sponsor), 200 NE Moe St, Poulsbo, WA 98370, and shall be binding on the agents and all persons acting by or through the parties.

The Sponsor's Unique Entity ID (UEID) Number is TW1DGKW6J8A5.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the General Fund - Federal and Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The City of Poulsbo will use this grant to construct a fully inclusive playground that includes new playground equipment and numerous sensory stations designed to accommodate physical disabilities and provide a sensory rich experience. The City will create a playground footprint that will feature a soft, padded synthetic surface and wheelchair accessible ramps. The new equipment will include specially designed pieces such as a wheelchair-friendly merry-go-round, inclusive teeter-totter, extra-wide slides, and swing seats. This project primarily provides an active recreational experience.

PERIOD OF PERFORMANCE

The period of performance begins on October 1, 2022 (project start date) and ends on June 30, 2024 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this development project, the Sponsor’s long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$749,824.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	<u>Percentage</u>	<u>Dollar Amount</u>	<u>Source of Funding</u>
RCFB - WWRP - Local Parks	50.66%	\$379,824.00	State
RCFB - Land and Water Conservation	49.34%	\$370,000.00	Federal
Total Project Cost	100.00%	\$749,824.00	

FEDERAL FUND INFORMATION

If federal funding information is included in this section, this project is funded by, matched by, and/or funded in part by the following federal award, or subaward:

Federal Agency: US Dept of Interior
 Catalog of Federal Domestic Assistance Number and Name: 15.916 - Land & Water Conservation Fund
 Federal Award Identification Number: P22AP00061
 Federal Fiscal Year: 2022
 Federal Award Date: 09/02/2022
 Total Federal Award: \$370,000
 Federal Award Project Description: 53-00753 Raab Park Poulso

This funding is not research and development (R&D).

If the Sponsor’s total federal expenditures are \$750,000 or more during the Sponsor’s fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200 (as updated). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor’s fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal “Omni-circular” (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor’s application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. “Agreement” as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO’s director or designee and consented to in writing (including email) by the Sponsor’s Authorized Representative/Agent or Sponsor’s designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or

minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Development Projects - Manual 4
- Land and Water Conservation Fund - Manual 15
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- WWRP - Recreation Programs - Manual 10a

SPECIAL CONDITIONS

1. Cultural Resources

Funding for this project is partially derived through the National Park Service's Land and Water Conservation fund; therefore it is subject to review under Section 106 of the National Historic Preservation Act. The lead agency has completed the consultation for this project and has identified deliverables required to complete S106 compliance. The sponsor shall coordinate with the Suquamish Tribe to integrate cultural elements into the park design and signage, submit a draft site development/signage plan to RCO and the Tribe, and receive a notice to proceed, prior to commencing construction. In the event that archaeological or historic materials are discovered while conducting ground disturbing activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Rachel Cornette
200 NE Moe St
Poulsbo, WA 98370
rcornette@cityofpoulsbo.com

RCO Contact

Henry Smith
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
henry.smith@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 20-1648, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

City of Poulsbo

By: _____

Date: _____

Name (printed): _____

Title: _____

**State of Washington Recreation and Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)**

By: _____

Date: _____

^{for} Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By: David B. Merchant
Assistant Attorney General

Date: 09/15/2022

Project Sponsor: City of Poulsbo
Project Title: Play for All at Raab Park

Project Number: 20-1648D
Approval Date: 09/02/2022

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Development Metrics

Worksite #1, Raab Park

General Site Improvements

Develop circulation paths or access routes

Enter length of circulation paths and routes by surface type:

Asphalt 880

Concrete 1

Lighting provided (yes/no): No

Install fencing/barriers

Install general site structures

Select one or more of the sheltered structures included in the project: Other
Two shade structures. Approx 16' x 20'.

Select one or more of the surface structures included in the project: Retaining wall, Seating wall
3' tall x 110'

Install signs/kiosk

Number of kiosks: 1 new, 0 renovated

Number of interpretive signs/displays: 1 new, 0 renovated

Number of permanent entrance signs: 1 new, 0 renovated

Number of electronic signs: 0 new, 0 renovated

Project involves installation of informational signs (yes/no): Yes

Install site furnishings

Landscaping improvements

Acres of landscaped area : 0.10

Select the landscape features: Drainage, Irrigation, Native vegetation, Other, Trees/shrubs
Sensory garden elements will include plants and trees with different textures (smooth, soft, prickly, fuzzy, etc) and different scents to stimulate the senses.

Parking and Roads

Parking development

Number of vehicle parking stalls: 0 new, 18 renovated
29 existing stalls including 1 ADA. Another 3 ADA will be striped.

Number of vehicle with trailer parking stalls: 0 new, 0 renovated

Number of accessible parking stalls:

Vehicle 4

Vehicle with trailers 0

Select the parking surfaces : Gravel

Select the parking enhancements: Bio-swale, Striping, Wheel stops

Play Areas

Playground development

Number of play areas: 1 new, 0 renovated

Number of climbing walls/rocks:
Select the play area surface material type:

0 new, 0 renovated
Rubber matting/tiles
Ground covering for the new playground will be poured-in-place rubber. 4,000 sf. Chips in the existing playground will also be replaced by poured in place rubber. This playground area is 5,000 sf.

Site Preparation

General site preparation

Sport Courts

Volleyball court development

Number of volleyball courts:
Number of volleyball courts with lighting:
Surface types for volleyball courts :
 Sand
Select the volleyball court renovation elements:

0 new, 1 renovated
0 new, 0 renovated

1
Add/upgrade court amenities
The sand volleyball court needs to move about 75' to the north to accommodate the inclusive playground next to the existing playground.

Cultural Resources

Cultural resources

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Project Sponsor: City of Poulsbo
Project Title: Play for All at Raab Park

Project Number: 20-1648D
Approval Date: 09/02/2022

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Project Start	10/01/2022	
X	SEPA/NEPA Completed	10/21/2022	
	Design Initiated	10/21/2022	
	Annual Project Billing Due	01/16/2023	Submit one billing with all of your eligible pre-agreement costs up to \$125,000 for architecture and engineering, \$3,500 for cultural resources, and \$1,500 for permitting incurred on or after March 1st, 2019.
	Applied for Permits	03/31/2023	
	Progress Report Due	03/31/2023	
	60% Plans to RCO	05/01/2023	
	All Bid Docs/Plans to RCO	06/01/2023	
	Cultural Resources Complete	06/01/2023	See Special Condition #1.
	Bid Awarded/Contractor Hired	07/01/2023	
	Construction Started	07/17/2023	Receive Notice to Proceed from RCO prior to groundbreaking.
	Annual Project Billing Due	07/31/2023	
	50% Construction Complete	10/01/2023	
	Progress Report Due	10/15/2023	For Federal Reporting requirements - report on period 10/1/2022 - 9/30/2023.
	RCO Interim Inspection	10/31/2023	
	90% Construction Complete	12/01/2023	
	Funding Acknowl Sign Posted	02/01/2024	
	Construction Complete	03/01/2024	
	RCO Final Inspection	03/15/2024	
	Final Billing Due	05/01/2024	
	Final Report Due	05/10/2024	
	Agreement End Date	06/30/2024	

Project Sponsor: City of Poulsbo
Project Title: Play for All at Raab Park

Project Number: 20-1648D
Approval Date: 09/02/2022

Land and Water Conservation Fund General Provisions

EFFECTIVE DATE

NPS Approved August 1, 2022.

Note: Articles that are not applicable were removed from this document.

ARTICLE I - DEPARTMENT OF THE INTERIOR STANDARD TERMS AND CONDITIONS

Recipients must also adhere the Department of the Interior Standard Terms and Conditions located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions> (version effective December 19, 2019-revised June 19, 2020), except the provision related to the Davis-Bacon Act in Section VII.

ARTICLE XV - REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.
- B. A final Performance Report, final Federal Financial Report, will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, the NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.
- D. Refer to the LWCF Manual Chapter 7.G.3 for the documentation required to close out an LWCF grant.

ARTICLE XVII – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the NPS AO and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is noncompliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339 and the LWCF General Provisions in Attachment A.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

ARTICLE XVIII - REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

- A. General Reporting Requirements

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings You Must Report

Submit the information required about each proceeding that:

- 1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- 2) Reached its final disposition during the most recent five-year period; and
- 3) Is one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if:
 1. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

- 1) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- 2) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- 3) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - a) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

- b) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

ARTICLE XX - PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.)

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient.

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the

United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File,

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and

(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty

days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan

or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

ARTICLE XXI - ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

ARTICLE XXII - SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794(d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

- A. Electronic documents with images
Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.
- B. Electronic documents with complex charts or data tables
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.
- C. Electronic documents with forms
When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

ARTICLE XXIII - GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

ARTICLE XXIV – GENERAL AND SPECIAL PROVISIONS

- 1) **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.
- 2) **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- 3) **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- 4) **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
- 5) **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- 6) **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
- 7) **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- 8) **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 9) **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
- 10) **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
- 11) **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.
- 12) **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- 13) **Conflict of Interest**
 - a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR § 200.318 apply.

b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR § 200.112, Conflicts of interest.

- d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC § 1352.

- e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

- f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

ARTICLE XXV - BUILD AMERICA, BUY AMERICA

Note: This term effective as of January 13, 2023. For more information on DOI's approved waiver, see: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components

of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit <https://www.doi.gov/grants/BuyAmerica>. Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america>

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to <https://www.doi.gov/grants/buyamerica> and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DOI Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at <https://www.doi.gov/grants/BuyAmerica/ApprovedWaivers>; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

"Construction materials" includes an article, material, or supply that is or consists primarily of:

- A. non-ferrous metals;
- B. plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- C. glass (including optic glass);
- D. lumber; or
- E. drywall.

"Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States

ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement by reference:

- Attachment A. LWCF General Provisions
- Attachment B. LWCF Federal Financial Assistance Manual (v. 71, March 11, 2021)
- Attachment C. Project Application and Attachments
- Attachment D. 36 C.F.R. Part 59

ATTACHMENT A – LWCF GENERAL PROVISIONS - PART I

Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

ATTACHMENT A – LWCF GENERAL PROVISIONS - PART II

Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.
- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.
- E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R Part 59).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that

agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.

G. Nondiscrimination

- 1) By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
- 2) The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

ATTACHMENT A – LWCF GENERAL PROVISIONS - PART III

Project Assurances

A. Project Application

- 1) The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
- 2) The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
- 3) The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

- 1) The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
- 2) The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
- 3) The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
- 4) The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
- 5) In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
- 6) As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
- 7) The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement of water pollution, and EO 11990 relating to the protection of wetlands.
- 8) The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the

undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

- 9) The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Project Termination

- 1) The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
- 2) The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
- 3) The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- 4) The Director or State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
- 5) Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

D. Project Closeout

- 1) The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.
- 2) Within 120 calendar days after completing the project or following the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as outlined in Article XIV of this Agreement for approval by the NPS prior to requesting final reimbursement.
- 3) After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.
- 4) The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

Project Sponsor: City of Poulsbo
Project Title: Play for All at Raab Park

Project Number: 20-1648D
Approval Date: 09/02/2022

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 10/10/2022.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term “development project” includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R. 86.

director – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. 200 as updated).

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor’s obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded on the property title of the project area(s) in the county or counties where the project property is located, or with the United States Government, that describes the project area on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the

project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to

the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
 - 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
- 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. **Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:**

- 1) Keep the IDP at the project site.
- 2) Make the IDP readily available to anyone working at the project site.
- 3) Discuss the IDP with staff and contractors working at the project site.
- 4) Implement the IDP when cultural resources or human remains are found at the project site.

F. Discovery

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.
 - 4) A Notice of Grant for any property rights acquired or donated (if applicable) have been filed with the county lands records office (or United State Government) and a stamped copy received by RCO, and any property rights owned to RCO have been likewise recorded.
- E. **Requirements for Federal Subawards: Match.** The Sponsor's matching share must comply with 2 C.F.R. Part 200 (as updated). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
 - 1) Are verifiable from the non-Federal entity's (Sponsor's) records;
 - 2) Are not included as contributions for any other Federal award;
 - 3) Are necessary and reasonable for accomplishment of project or program objectives;

- 4) Are allowable under 2 C.F.R. Part 200 as updated;
- 5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- 6) Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
- 7) Conform to other provisions of 2 C.F.R. Part 200 (as updated) as applicable.

F. **Requirements for Federal Subawards:** Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

- 1) Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
- 2) Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
- 3) Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
- 4) Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.
- C. **Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets

sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:

- 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
- 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.
- D. **Requirements for Federal Subawards.** Requirements for Federal Subawards. Sponsors must also comply with program income requirements (see 2 C.F.R. Part 200 (as updated) for federal awards).

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
- 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. **Requirements for Federal Subawards.**

- 1) For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO,

or to dispose of the equipment according to RCO published policies.

B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

C. **Requirements for Federal Subawards.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013) as updated and amended):

- 1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- 2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- 3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- 4) Adequate maintenance procedures must be developed to keep the property in good condition.
- 5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

ACKNOWLEDGMENT AND SIGNS

A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. **Signs.**

- 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
- 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.
- D. **Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
 - 1) The fund source;
 - 2) The percentage of the total costs of the project that is financed with federal money;
 - 3) The dollar amount of federal funds for the project; and
 - 4) The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
 - 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in

perpetuity.

- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
- 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;
 - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

RECORDED NOTICE OF GRANT

At the request of RCO, another state agency, or a federal agency, Sponsor shall record a notice of grant on property subject to this Agreement and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to provide constructive notice of the grant and project and to ensure that the present and future use of the project area is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

PROVISIONS FOR FEDERAL SUBAWARDS

The following provisions shall be in force for this agreement:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 (as updated). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-

kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.

- 1) **Buy America Preference in Federal Financial Assistance Programs.** As applicable, Sponsor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- B. **Binding Official.** Per 2 CFR 200 (as updated), as updated, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- C. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200 (as updated).
- 1) **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - 2) **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- D. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

- E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half

times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- H. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- I. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- K. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS

This project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), therefore the "Land and Water Conservation Fund General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to

milestones and other defined deadlines; or

- c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
 - 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
 - 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- B. For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
- 1) The Sponsor was not in default; or
 - 2) Failure to perform was outside Sponsor's control, fault or negligence.
- C. Rights and Remedies of the RCO.**
- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
 - 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
- D. Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.
- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
 - 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.

City of Poulsbo
Professional Services Agreement

Play for All at Raab Park
MIG

THIS AGREEMENT is entered into on _____ between the City of Poulsbo, Washington, hereinafter called the CITY, and the above person, firm or organization, hereinafter called the CONSULTANT.

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant: Scope of Work - The City hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work - The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. All work shall be completed by September 30, 2023. A failure to complete the work by such date, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment - The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached.

The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of the work and services by the CONSULTANT. Invoices shall detail the work performed or the services rendered, the time involved, and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable as set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this Agreement for no more than the said maximum amount.

4. Changes in Work - The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work - The CITY may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this Agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of this Agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable, (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify this Agreement accordingly.

6. Ownership of Work Product - Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT are to be submitted in an electronic and hard copy format.

7. Independent Contractor - The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity - The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, sub consultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT'S obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT'S obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, sub consultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

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

No Limitation

CONSULTANT'S maintenance of insurance as required by the agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

The CONSULTANT shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provision

The CONSULTANT'S Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the CITY. Any Insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT'S insurance and shall not contribute with it.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Notice of Cancellation

The CONSULTANT shall provide the CITY with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance

Failure on the part of the CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the CONSULTANT 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 CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

10. Records - The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices - All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date deposited in the United States mail, postage prepaid.

12. Project Administrator - The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT'S work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. Disputes - Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for determination to the CITY Department Head who administrates the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

14. Termination - The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination - The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or material man, because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Compliance and Governing Law - The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. Subcontracting or Assignment - The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY.

18. Non-Waiver - Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT or for failure of the CONSULTANT to perform work required of it under the Agreement by the CITY. Waiver of any right or entitlement under this Agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. Litigation - In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Kitsap County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for Kitsap County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. Taxes - The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. City Business License - The CONSULTANT has obtained, or agrees to obtain a business license from the CITY prior to commencing to perform any services under this Agreement. The CONSULTANT will maintain the business license in good standing throughout the term of the Agreement.

22. Entire Agreement - This Agreement represents the entire integrated Agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. The terms of this Agreement also supersede any contrary provisions of any of the Exhibits attached hereto and where any conflict between the terms of this Agreement and the Exhibits exists, the terms of this Agreement control. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONSULTANT: MIG

By: _____ Addr: _____

Title: _____

CITY OF POULSBO:

Rebecca Erickson, Mayor

Addr: 200 NE Moe Street
Poulsbo, WA 98370

ATTEST/AUTHENTICATED:

Rhiannon K. Fernandez, CMC, City Clerk

APPROVED AS TO FORM:

James E. Haney, City Attorney

Rachel Cornette
Parks Coordinator
Poulsbo Parks and Recreation
200 NE Moe Street
Poulsbo, WA 98370

Subject: Play for All at Raab Park

Project Description

Play for All at Raab Park is a community effort to build a fully inclusive playground in North Kitsap County. This is a project of the City of Poulsbo and the Poulsbo North-Kitsap Rotary Club, operating in partnership with a citizen steering committee of community members including representatives of the disability community. Pre-design and playground equipment selection has been completed.

The purpose of this project is to create a play area based on the pre-design concept, vetted for full inclusivity, in a way that creates a play experience that draws local and greater community members for years to come.

Project Location / Context

The Project's *location/limits of work* are shown on the Google image below:



Area shown demarks the limit of work shown in the pre-design conceptual plan.



Scope of Services

Task 1: Project Management / Project Orientation **\$9,000 - \$12,000 per Option**

Task Description: Oversee and manage project budget and schedule,

Task Goal: Keep the project within budget and on schedule.

Subtasks:

- Project management
- Bi-weekly Client Meetings & Communication
- Develop a schedule
- Design Meetings
- On-site kick-off meeting (to include city stakeholders including parks maintenance)
- Email coordination
- Monitor budget

Deliverables:

- Provide monthly invoices

Task 2: Schematic Design **\$9,000**

Task Description: Provide a comprehensive inclusivity evaluation of the pre-design concept to take the pre-design concept selected by the steering committee to 10% design.



Task Goal: To review the design to date to determine whether there are key elements that have not been addressed and to identify potential park themes that are unique to the area and will create an ongoing attraction to the park, and to identify play features that can be integrated into the overall theme rather than within a prefab play structure.

Subtasks:

- Coordination meetings with design team
- Email coordination
- Review/audit pre-design conceptual design
- Program/Concept refinement
- Meet with, review and address comments from steering committee

Deliverables:

- Predesign Audit
- Refined Program with Graphic Schematic Design

Task 3: Design Development **\$35,000**

Task Description: Further develop a refined concept, truthing design parameters, materials, etc. to take the project to 30% design.

Task Goal: To take the existing design to the next level of refinement adjusting as needed to tell the story and refine the experiences within the park to create a unique play area that will draw people in.

Subtasks:

- Design Meetings
- Coordination meetings with design team
- Email coordination
- Prepare a 30% plan, sections, outline specifications, accessibility diagram, etc.
- Prepare Initial Cost Estimate
- 30% Design Submittal for Review
- Meet with, review and address comments from steering committee
- 30% Design Documents revised for City Acceptance

Deliverables:

- 30% plan submittal & cost estimate
- Revised 30% Design Documents

Task 4: Construction Documents **\$40,000 to \$49,000 per Option**

Task Description: Prepare full construction drawings and specifications.

Task Goal: To develop detailed construction documents including custom detailed features integrated with pre-manufactured equipment, grading and drainage, planting design, irrigation design.

Subtasks:



- *Project management*
- *(2) Client Coordination Meetings and email communication*
- *90% Design Plans*
- *90% Technical Specifications*
- *90% Cost estimate*
- *Review and address comments from steering committee*

Deliverables:

- *90% plans, specs, and cost estimate*
- *2 meetings, 1 round of comment/reviews for each 30% & 90% package*

Assumptions:

- *Option 3 contains no custom play features.*

Task 5: Bid

\$20,000

Task Description: Work with the City to prepare a Bid Package ready to be published for as an Invitation to Bid and provide technical support in response to Bidder questions.

Task Goal: To provide a thorough Bid Package that enables contractors to provide a thorough and accurate bid.

Subtasks:

- *Project management*
- *Develop 100% plans, specs, and estimate*
- *City will prepare Division 1 specifications & Front-end Contract Documents*
- *City will advertise and open bids for the project*
- *Bidder Questions & technical support*
- *Preparation of addendum if necessary*
- *Review of bids and provide recommendation if requested by the City*

Deliverables:

- *100% plans, specs, and estimate*

Task 6: Construction Support

\$25,000

Task Description: Work with the City to prepare a Bid Package ready to be published for as an Invitation to Bid and provide technical support in response to Bidder questions.

Task Goal: To provide a thorough Bid Package that enables contractors to provide a thorough and accurate bid.

Subtasks:

- *Project Management*
- *Attend (1) Pre-construction meeting.*
- *Email Communications*
- *Review material submittals for the project*



- *Attend periodic construction meetings on site to review:*
 - *Site layout and finishing*
 - *Hardscape*
 - *Play surfacing*
 - *Boulders*
 - *Installation of custom and prefab elements.*
 - *Soil Preparation*
 - *Irrigation*
 - *Planting*
- *Assist in responding to RFI's*
- *Assist in preparing pay estimates for contractor*
- *City will make payment to contractor; City will be primary construction inspector with assistance from consultant as needed*

Estimated Design Schedule

<i>Task 1: Project management</i>	<i>11 Months</i>
<i>Task 2: Schematic Design</i>	<i>1 Month</i>
<i>Task 2: Design Development</i>	<i>2 Months</i>
<i>Task 2: Construction Documents</i>	<i>3 Months</i>
<i>Task 2: Bid Support</i>	<i>2 Months</i>
<i>Task 2: Construction Support</i>	<i>3 Months</i>

Fees

This Option Selected

Description	Option A	Option B	Option C
Contract Length	8/2022-7/2023	8/2022-4/2022	8/2022-3/2022
Task 1: Project Management	\$12,000	\$10,500	\$9,000
Task 2: Schematic Assessment	\$9,000	\$9,000	
Task 3: Design Development	\$35,000	\$35,000	\$35,000
Task 4: Construction Documents	\$49,000	\$49,000	\$40,000
Task 5: Bid Support	\$20,000	\$20,000	\$20,000
Task 6: Construction Support	\$25,000		
Total Basic Services	\$150,000	\$123,500	\$104,000
Estimated Expenses	\$3,500	\$1,500	\$1,000
Total Basic Services Including Expenses	\$153,000	\$125,000	\$105,000



Task based lump sum. For the services described above, City of Poulsbo shall pay MIG the fees per Task set forth under each Task above, plus expenses.

Construction Support under Options 2 and 3 are available as *Time and Materials*. For the services described above, City of Poulsbo shall pay MIG at the hourly rates set forth in Exhibit A, plus expenses; provided however, that the total amount due to MIG for its services (excluding expenses) shall not exceed **\$25,000**.

Please review the attached scope. In the event City of Poulsbo authorizes MIG to commence services prior to City of Poulsbo's execution of this Agreement, City of Poulsbo's authorization to commence services shall constitute an acceptance of the terms and conditions of this Agreement. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jacob Dumler'.

Jacob Dumler
Principal
MIG

Attachment: Exhibit A - Rate Sheet

ACCEPTED:

Name: _____

Print Name: _____

Title: _____

Date: _____

**Play for All @ Raab park
MIG Hourly Rates**

Team Member	Role	Hourly Rate
Jacob Dumler	Principal-in-Charge	\$ 185.00
Audrey West	Project Manager/Landscape Architect	\$ 175.00
Chris Frank	Inclusive Play Specialist	\$ 155.00
Staff	Landscape Designers	\$ 120.00
Staff	Admin/Accounting	\$ 110.00

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 11/09/2022

AGENDA ITEM:	Authorize Disposal of Surplus Goods
EXHIBITS:	Surplus List (Governmental)
STAFFED BY:	Finance Director Booher
CATEGORY:	Consent Agenda
MAYOR OK/Initial:	

SUMMARY STATEMENT:

The Finance Department has compiled a list of items deemed as surplus by City Departments. General use items have been circulated to staff for review of need and transferred, if desired, by another department. The list presented contains the remaining items, now awaiting surplus. Items will be sold via public auction, donated if unable to sell, thrown away if of no use or value, or destroyed where deemed necessary.

Additional Staff Report Attached

WORKSHOP DATE:

11/02/2022

Recommended

IMPACTS:

Expenditure Required? Yes No

Included in Budget? Yes No

Amount: \$

RECOMMENDED ACTION:

--

SAMPLE MOTION:

Move to approve the disposal of the attached surplus listing in accordance with the City of Poulsbo Ordinance No. 94-08.

2022 Surplus - Governmental

COP Asset Tag #	Item Description	Make	Model	Serial # / VIN #	Condition, Notes, Repairs Needed, Etc.	Dept	Gov/Water/Sewer/ Storm/ or SW
1570	13' Sailboat	Laser II		#4	Hull only, poor- needs work	Parks & Rec	Gov
N/A	Black office chairs (2)				Pictured on auction	Muni Court	Gov
N/A	2 fabric upholstered wood framed chairs				Pictured on auction	PD	Gov
N/A	1 - Black / Cash Drawer				Pictured on auction	Muni Court	Gov
3283	Barracuda NG Firewall		F400-A-D	BAR-NG-743083	Returned	IT	Gov
3253	HP laser jet printer	400 MFP	M425dn	CNF8H331XM		IT	Gov
3203	Dell monitor	P2317H	P2317ht	CN-0CG1G3-74445-64D-643B-A00	dead	IT	Gov
2970	Dell computer	Optiplex	9020	9278C42	Intel i7 pro, 2 4GB sticks of ram, no storage device	IT	Gov
2400	Dell monitor		2007FPb	MX-0C9536-46634-740-5K0L	Multi media speaker included	IT	Gov
2463	Dell monitor		1905FP	CN-0T6116-71618-55P-ABH2		IT	Gov
3159	Dell Latitude 7350	Dell	7350	Unknown	No HD - Does Not Boot	IT	Gov
N/A	Sanyo Transcriber/Foot Control	Sanyo	TRC-8800/FS-54	P6107389	Unknown	Planning	Gov
	Computer Monitor	Dell			Not Working	ENG	Gov
	Computer Monitor	Dell			Not Working	ENG	Gov
	Computer Monitor	Dell				ENG	Gov
	Computer Monitor	Dell				ENG	Gov
	Computer Monitor	Dell				ENG	Gov
	Computer Monitor	Dell				ENG	Gov
	Computer Monitor	Dell				ENG	Gov
	Computer Monitor	Dell				ENG	Gov
3284	Fujifilm XP Camera	Fuji		65C16815	Charge Port Broken (Can no longer be charged)	ENG	Gov
	Keyboard	Dell		KB212-B		ENG	Gov
	Keyboard	Dell		K8522		ENG	Gov
	Multimedia Speaker System, 2 Sp	Nobilis		PS-193		ENG	Gov
	2 Boxes Floppy Disk/CD Mailers			Stock# E7265		ENG	Gov
	25 PK DVD-R	Memorex		34707 05638	New	ENG	Gov
	50 PK DVD-R	Verbatim		97176	New	ENG	Gov
	2 Flipping Folder Sets	Tarifold				ENG	Gov
	2 Plastic Trays					ENG	Gov
	Several DVD-Rs in Container	Verbatim			incomplete set	ENG	Gov
	4 White Wire Shelves w/Hanger					ENG	Gov
	4 Acrylic CD Jackets					ENG	Gov
	Lot of 46 White CD Jackets					ENG	Gov
	1 CD-RW	Office Depot			used	ENG	Gov
	5 Boxes CD File Folders	Vaultz		26030 01096	incomplete set	ENG	Gov
	9 CD-R80 Disks	TDK, Memorex				ENG	Gov
	8 Memorex DVD-R Disks	Memorex				ENG	Gov
	HP Printhead	HP	#80			ENG	Gov
	CD-RW Disk	Verbatim			unopened	ENG	Gov
	CD-RW Disk	Verbatim			used	ENG	Gov
	Lot of 3 Printer Ink	HP	80, Black	Product# C4820A	unopened	ENG	Gov
	Lot of 2 Printer Ink	HP	80, Cyan	Product# C4821A	unopened	ENG	Gov
	Design Jet Ink	HP	80, Magenta	Product #C4847A	unopened	ENG	Gov
	Design Jet Ink	HP	80, Cyan	Product #C4846A	?	ENG	Gov
	Design Jet Ink, Lot of 2	HP	80, Black	Product #C4871A	unopened	ENG	Gov
	Design Jet Ink	HP	80, Magenta	Product #C4847A	?	ENG	Gov

	Ink Cartridge	HP	80, Black	Product #C4871A	unopened	ENG	Gov
	Lot of 5 Ink Cartridges	HP	11	C4837AN, C4838AN, C4836AN	2 Magenta, 1 Yellow, 2 Cyan, unopened	ENG	Gov
	Lot of 3 Inkjet Cartridges	HP	11	C4838A, C4837A, C4836A	1 Yellow, 1 Magenta, 1 Cyan, unopened	ENG	Gov
	Ink Cartridge	HP	10, Black	C4844	unopened	ENG	Gov
	2 Flip Phones	Casio	Ravine	C781	used	ENG	Gov
	Flip Phone	Casio	Ravine	C781H	used	ENG	Gov
	2 CD-RW Disks	Verbatim			unopened	ENG	Gov
	20 Floppy Disk Mailers	Avery				ENG	Gov
	Brown Metal File Organizer	Hunt				ENG	Gov
	2 Black Metal File Organizers	MMF Industries				ENG	Gov
	Laserjet High Volume Print Cartridge	HP	53x, Black	Q7553X	unopened	ENG	Gov
	Digital Camera	Kodak Fixpro	F253			ENG	Gov
3234	Makita Angle Grinder	Makita		1021034	Broken and accidently thrown away	PW	Gov
4325	Dewalt Circular Saw	Dewalt	DCS391	DDP89J2	Stolen during break in	PW	Gov
4144	Rigid 18V Sawzall	Ridgid	R8643	CS19276N150029	No longer works	PW	Gov
1600	Generator - 8000W Gas	Titan Industrial	8000 Watt - Gas	TMG003620	Doesn't run	PW	Gov
2217	92 Ford F250 #33869D	Ford	F250	VIN: 2FTHF26G9NCA12486 Plate #33869D		PW/Parks	Gov
516	79 Ford Manlift/#20893D			VIN: F60CVEG0967		PW/Streets	Gov
510	83 Grader Basic			7907410 / 27484D	Yellow	PW/Streets	Gov
1371	87 EZ Load Boat Trailer			License Plate 25291D	Two axle trailer - the right rear axle leaf spring has corroded and is broken. The spring acts as part of the suspension system and holds the axle in place.	Police	Gov
1820	Radars - Genesis		Genesis VP Handheld	2448		Police	Gov
1822	Radars - Genesis		Genesis VP Handheld	2019		Police	Gov
1827	Lidar-Stalker		Applied Concepts Stalker	LD079297	Broken & disposed of	Police	Gov
2519	RCA Microwave					Police	Gov
3373	20 cu ft refrigerator	LG Electronics	LFC522520S		Removed by Home Depot - no longer worked	Police	Gov
	Desktop Dock (4)	Dell	Desktop		For Dell 7350 -4	Police	Gov
	Desk (2)				Dark Brown 9 Drawer Desk/surface scratched/drawers and desk in good working condition/ 2 units same condition each	Police	Gov
	GAMBER JOHNSON DOCK	GJ	Notepad 5		Universal Non Powered Computer Dock for Vehicles	Police	Gov
	GAMBER JOHNSON DOCK	GJ	Notepad 6		Universal Non Powered Computer Dock for Vehicles	Police	Gov
	GAMBER JOHNSON DOCK	GJ	Notepad 7		Universal Non Powered Computer Dock for Vehicles	Police	Gov
	GAMBER JOHNSON DOCK	GJ	Notepad 8		Universal Non Powered Computer Dock for Vehicles	Police	Gov
	GAMBER JOHNSON DOCK	GJ	Notepad 9		Universal Non Powered Computer Dock for Vehicles	Police	Gov
	GAMBER JOHNSON DOCK	GJ	Notepad 10		Universal Non Powered Computer Dock for Vehicles	Police	Gov
	GAMBER JOHNSON DOCK	GJ	Notepad 11		Universal Non Powered Computer Dock for Vehicles	Police	Gov
	GAMBER JOHNSON DOCK	GJ	Notepad 12		Universal Non Powered Computer Dock for Vehicles	Police	Gov
	GAMBER JOHNSON DOCK	GJ	Notepad 13		Universal Non Powered Computer Dock for Vehicles	Police	Gov
	GAMBER JOHNSON DOCK	GJ	Notepad 14		Universal Non Powered Computer Dock for Vehicles	Police	Gov
	GAMBER JOHNSON DOCK	GJ	Notepad 15		Universal Non Powered Computer Dock for Vehicles	Police	Gov
	GAMBER JOHNSON DOCK	GJ	Notepad 16		Universal Non Powered Computer Dock for Vehicles	Police	Gov
	GAMBER JOHNSON DOCK	GJ	Notepad 17		Universal Non Powered Computer Dock for Vehicles	Police	Gov
	GAMBER JOHNSON DOCK	GJ	Notepad 18		Universal Non Powered Computer Dock for Vehicles	Police	Gov
	GAMBER JOHNSON DOCK	GJ	Notepad 19		Universal Non Powered Computer Dock for Vehicles	Police	Gov
	GAMBER JOHNSON DOCK	GJ	Notepad 20		Universal Non Powered Computer Dock for Vehicles	Police	Gov
	Portable Radio	Motorola	HT1250	749TASH232	No Battery/Radio Works/No Antenna	Police	Gov
	Portable Radio	Motorola	HT1251	749TASH4015	No Battery/Radio Works/No Antenna/Shoulder Mic	Police	Gov
	Portable Radio	Motorola	HT1252	749TCU0983	No Battery/Radio Works/No Antenna/Shoulder Mic	Police	Gov

	Portable Radio	Motorola	HT1253	749TASH231	No Battery/Radio Works/No Antenna	Police	Gov
	Portable Radio	Kenwood	TK2160	80703903	No Battery/Radio Works	Police	Gov
	Portable Radio	Kenwood	TK2160	80703906	No Battery/Radio Works/Antenna	Police	Gov
	Portable Radio	Kenwood	TK2160	80703902	No Battery/Radio Works	Police	Gov
	Portable Radio	Kenwood	TK2160	80703905	No Battery/Radio Works/Antenna	Police	Gov
	Portable Radio	Kenwood	TK2160	80703901	No Battery/Radio Works/Antenna	Police	Gov
4057	Ipad 2	Apple	Ipad		Old Ipad, not compatible with any iOS newer than about 6. Still works as perhaps a monitor. / its in good shape no scratches	Police	Gov
251	Hand Held Radar	Genesys	VP	Cant Find	Poor Condition/Needs Batteries/No Charger/Uses VersaPack Batt	Police	Gov
	Hand Held Radar	Genesys	VP	Cant Find	Poor Condition/Needs Batteries/No Charger/Uses VersaPack Batt	Police	Gov
	Corded Keyboards (12)	Dell			OK condition/All Corded/Wear and Tear/No Longer Used	Police	Gov
	Corded Mouse (12)	Dell			OK condition/All Corded/Wear and Tear/No Longer Used	Police	Gov
	Box of Miscellaneous Office Supplies				Electronic Stapler / Drawer Organizers / misc.	Police	Gov
3209	Laptop	Dell	7350	1RL4Q72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3211	Laptop	Dell	7350	5XV3Q72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3212	Laptop	Dell	7350	6TD4Q72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3214	Laptop	Dell	7350	J3B3Q72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3215	Laptop	Dell	7350	2B54Q72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3217	Laptop	Dell	7350	48P3Q72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3218	Laptop	Dell	7350	9P14Q72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3219	Laptop	Dell	7350	DN14Q72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3220	Laptop	Dell	7350	9Q14Q72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3222	Laptop	Dell	7350	6774Q72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3223	Laptop	Dell	7350	FD74Q72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3224	Laptop	Dell	7350	HK43Q72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3225	Laptop	Dell	7350	5R43Q72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3226	Laptop	Dell	7350	7374Q72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3227	Laptop	Dell	7350	63B3Q72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3384	Laptop	Dell	7350	CVDYQ72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3385	Laptop	Dell	7350	G8P3Q72	No Power Cord , Computer Works, Minor Blemishes	Police	Gov
3346	Laptop	Dell	7350	Unable to Retrieve	Will Not Start, Could not Wipe/Broken	Police	Gov
4125	Axon Camera/Body	Axon		X78021943		Police	Gov
4126	Axon Camera/Body	Axon		X78016970		Police	Gov
1040	Police Vehicle	Chevy	2007 (Blue) Impala	2G1W558R679285381	120079 Miles/ Engine Shuts Off Randomly, Mechanic Cannot Determine Cause/Trans OK/Minor Dents/Scratches/Interior Odor/Front End Parts Needed/Tires OK	Police	Gov
1264	Police Vehicle	Chevy	2008 (Silver) Impala	2G1W558R679285381	95826 Miles/ Transmission Failing/Slips in 1st Gear/Engine Runs Well/Rest of Car in Good Shape/Minor Dents/Scratches/Tires OK	Police	Gov
245	Police Vehicle	Ford	2004 Ford Crown Vic #33867D	VIN: 2FAHP71W44X145131	Odometer Broken-Estimated 125,000 Miles/Minor Dents/Scratches/Runs/Tires ok/Been Sitting for Approx a Year/May Need Battery	Police	Gov
4266	Black & Decker String Trimmer	Black & Decker	LST136 40V Max Lithium High Power		Broken	P & R	Gov
N/A	String Trimmer				Broken	P & R	Gov
3721	Echo Leaf Blower PB-580T	Echo	PB-580T	P44914057335	Retagged	P & R	Gov
3175	Storage Shed	Rubbermaid			Broken & disposed of	P & R	Gov
2427	Small Air Compressor				Broken & disposed of	P & R	Gov
2449	Electronic Scoreboard	Collegiate Pacific	CP660	SP003385	Electronic Display has failed; broken.	P & R	Gov
	Folding Chairs				Broken.	P & R	Gov
	2 piece corner couch - blue				Fair	P & R	Gov
	Childs work desk-Heavy				Good - solid and heavy	P & R	Gov
	Table				Fair	P & R	Gov

	Childs work table				Good	P & R	Gov
	Office Chairs-4				Fair	P & R	Gov
	Childs storage shelves				Good	P & R	Gov
	Child's climbing toy with slide				Fair, One Ladder step is broken	P & R	Gov
	3 filing cabinets				Fair, 2 Five Drawer, 1 Four Drawer	P & R	Gov
	Desk with attached shelf				Fair	P & R	Gov
	Bulletin boards- 2				Fair, approx 4x6 and 3x4 feet	P & R	Gov
	7 ft counter top desk				Good	P & R	Gov
	Large brown desk				Fair	P & R	Gov
	Overhead cabinet for desk - brown				Good	P & R	Gov
	Return for desk - brown				Fair	P & R	Gov
	Work table				Good	P & R	Gov
	Lateral filing cabinet				Good, May have some label residue	P & R	Gov
	Small cubbie shelving - gray				Poor	P & R	Gov
	White board 3x4 foot (approx)				Fair	P & R	Gov
	White board 6x4 foot (approx)				Fair	P & R	Gov
	Speaker stand - NO SPEAKERS	Ultimate Support			Good	P & R	Gov
	Gray work desk with overhead cabinet and drawer				Drawer cover has some damage	P & R	Gov
	Lateral file - brown wood grain look				Fair	P & R	Gov
	Wall cabinet with white board and bulletin board #1				Good	P & R	Gov
	Wall cabinet with white board and bulletin board #2				Good	P & R	Gov
	3 large trophies				Fair	P & R	Gov
	Misc Office Supplies: Transparency Film, Laser Printer Cleaning Sheets				Good, old	P & R	Gov
N/A	Chair - Black				Borken & disposed of	Muni Court	Gov
N/A	2 Chairs - Black					Muni Court	Gov
	Stapler	Swingline				Muni Court	Gov
	Classification Folders					Muni Court	Gov
	2 hole, hole punch					Muni Court	Gov
	Cash Tray Holder					Muni Court	Gov
	Electronic Calculator	Sharp Corp	EL-1197P III			Muni Court	Gov
	Non-Magnetic Letter/Legal Copy Holder	Fellowes				Muni Court	Gov
	Sign Holder					Muni Court	Gov
	File Box	Officemate	26162-10			Muni Court	Gov
N/A	Computer Keyboard	Dell	KB212-B	CN-04G481-71616-519-0XIE-AD0	Broken/Not Working	Fiinace	Gov
N/A	Computer Keyboard	Dell		CN-06WMNO-73826-6B2-08WF-AD2	Broken/Not Working	Fiinace	Gov
N/A	Computer Speakers	WaveSonic			Unknown if they work	Fiinace	Gov
N/A	10-Key Calculator	Sharp	Compet QS-277.OH	D5D016428	Works, but tape feeder has jam	Fiinace	Gov

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 11/09/2022

AGENDA ITEM:	Minutes of October 5, 2022, City Council Special Meeting Minutes	
EXHIBITS:	Draft Minutes	
STAFFED BY:	Administrative Services Manager/City Clerk Fernandez	
CATEGORY:	Consent Agenda	
MAYOR OK/Initial:		

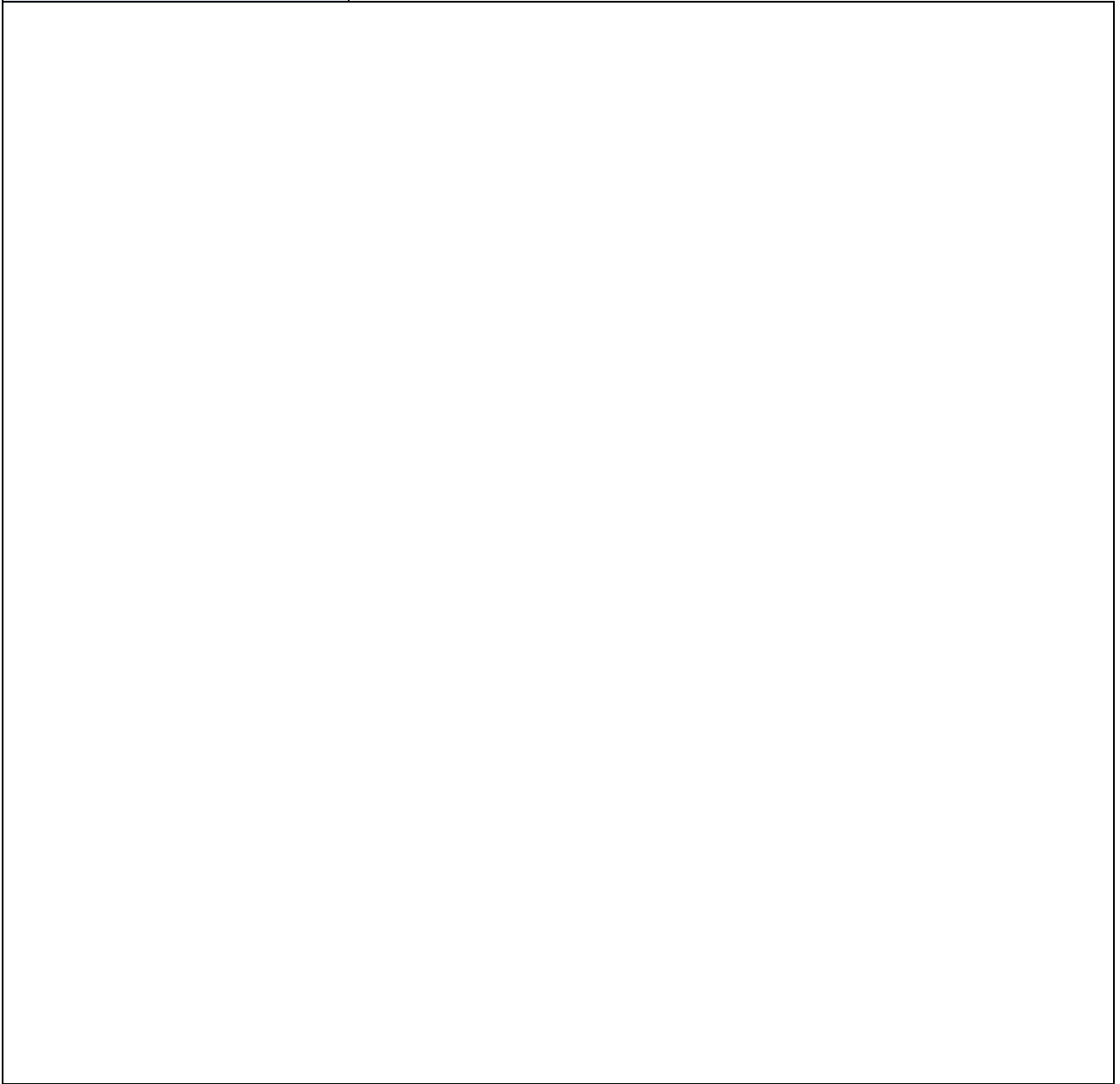
SUMMARY STATEMENT:
Attached are the draft minutes of the October 5, 2022, City Council Special Meeting for your review and approval.
<input type="checkbox"/> Additional Staff Report Attached

WORKSHOP DATE:	
	Not Applicable

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

RECOMMENDED ACTION:
Approve/Approve with Modifications

SAMPLE MOTION:



POULSBO CITY COUNCIL WORKSHOP SPECIAL MEETING OF OCTOBER 5, 2022

MINUTES

PRESENT: Mayor Erickson; Councilmembers Livdahl, Lord, McVey, Musgrove, Phillips
Staff: Deputy City Clerk Diehl, Assistant City Administrator Booher, Senior Budget Accountant Ellington, Civil Engineer Roberts, Senior Engineering Technician Bateman, Police Chief Harding, Building Maintenance Mechanic Cienega, Contract Administrator Zieman, Housing, Health, & Human Services Director Hendrickson, Senior Systems Administrator Riendl.

ABSENT: Councilmembers McGinty and Stern

WORKSHOP ITEMS

Fishline 2020-Current Recap and Strategic Plan to 2025
Parks and Rec Building Re-Roof Project Contract Award
Johnson to Norum - Murray Smith Sewer Design Consultant Contract
AWC Grant Opportunity for Fire CARES Program
Budget Amendment No. 22-0402 Granicus Software
Police Department Presentation
Budget Amendment 22-0401 Downtown Clock Refurbishment
Mayor's Proposed Preliminary Budget Presentation

MAJOR BUSINESS ITEMS

- * * * Approval of Council Workshop Minutes of September 7, 2022
- * * * Approval of Council Committee Meeting Minutes: FAC of August 3, 2022
- * * * Councilmember Absences September 21, 2022
- * * * Payable Disbursements for August 2022
- * * * Budget Amendment 22-0307 Transfer Funds to Correctly Record Purchase of New Server
- * * * Public Hearing: 2022 FEMA Floodplain Management Code Revisions to PMC 15.24 and respective Ordinance No. 2022-12
- * * * Pacific NW Troll Project Discussion
- * * * 15-minute executive session to discuss personnel matters per RCW 42.30.110 (1)(G)

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

2. AGENDA APPROVAL

Motion: Move to approve the agenda as stands.

Action: Approve, **Moved by** Lord, **Seconded by** Musgrove.

Motion carried unanimously.

3. COMMENTS FROM CITIZENS

Bittina and Kevin Sheen spoke in regard to the Poulsbo Film Festival, noting it would take place on October 14-16 at many of different venues in the Poulsbo area.

Tom Nordlie commented on the Dambo Troll noting fund raising could take place to cover the expenses of the troll and Fish Park is capable of accommodating many visitors.

4. WORKSHOP AGENDA

a. Fishline 2020-Current Recap and Strategic Plan to 2025

Lori Maxim, Fishline Executive Director presented the 2020 recap and Strategic Plan to 2025 noting, Fishline is the 2nd oldest foodbank in the State. Maxim outlined the hardships & highlights of the last three years:

In 2020: Financial donations increased by 382%; Second Seasons thrift store closed; shower program was created.

In 2021: Hybrid Market opened; financial donations dropped by 29%; Second Seasons Thrift Store re-opened and increased hours; consulting firm was contracted to ensure staff was being paid fairly; dental, vision, and Telehealth programs were added; two ADA compliant shower stalls were purchased; paid off mortgage.

In 2022: added a mental health provider; added additional staff.

Maxim highlighted a few of the programs they are offering at fishline which included: Free mental health services; Student Opportunities and Advancement Resources (Soar); Christmas Child program. Plans for the future included: Solar Panels, Door Repairs, Health benefits for staff; Annex roof replacement; Expanding Second Seasons; County wide disaster services.

Their Strategic Plan 2022-25 included the following seven goals:

- Evaluate the needs of the community and address conditions as they arise.
- Provide emergency services or case management to the unhoused population

- Improve the overall mental health of the clients
- Increase revenues with fundraising and new opportunities
- Improve operational efficiencies and service quality
- Develop Risk Assessment and disaster management plans
- Ensure availability of fresh foods

b. Parks and Rec Building Re-Roof Project Construction Contract

Contract Administrator Zieman presented the history of the roof, noting: the roof is over 30 years old; in 2016 sections A & B were replaced and this contract is to replace sections C, D, & E; it does not include the roof of the existing basketball court; the HVAC Unit on section E was replaced in separate contract prior to the roof installation; small works roster was used; four proposals were received on 9/21/2022; proposals ranged from \$107,365 to \$159,718; low bidder was Signature Roof Service LLC at \$107,365; the low bid is within the existing budget.

Councilmember McVey remembered a few years ago they were discussed the deferred maintenance. The Council asked the Parks & Rec commission to do an analysis of the building to help the Council to determine if they wanted to hold onto the building, sell the building, or make changes. He asked if the analysis was done, and if not, should it. The roof needs to happen regardless, but he would like a future workshop agenda to talk about doing the analysis. Mayor Erickson said she talked to some prominent builders and asked if we should sell the building. They recommended not selling the building, because we would never get property back at this location. Councilmember Livdahl said this discussion happened with Community Services Committee. Mayor Erickson said there was no formal report. Councilmember Musgrove agreed with Councilmember McVey, and he believed they were going to do an overview of assets.

Recommendation was made to move the contract with Signature Roof Service LLC in the amount of \$107,562 to the City Council consent agenda on October 12, 2022, for approval.

c. Johnson to Norum - Murray Smith Sewer Design Consultant Contract

Civil Engineer Roberts noted: this is one of the most important sewer projects the city has; the scope of work and budget were provided in the packet; this project is to upsize 4,100 liner feet of pipe running from the Johnson Metering Site to the Lemolo

Siphon going from a 14 inch pipe to a 21 inch pipe; the \$528,000 cost of the project is within the budget; Task #9 is for grinder pumps owned by the county in which we will be reimbursed; Task #5 was for optional environmental work that will take place in-house.

Councilmember Musgrove questioned the status of the remainder of the project, in regard to what we should be expecting next and what the costs would be. Roberts noted the construction portion of the project is in the CIP and in the \$5 million range and should be straightforward due to the lack of development in that area. The Siphon project would take place in approximately 10 to 12 years.

Recommendation was made to be placed on the City Council Business Agenda for the October 12, 2022, meeting.

d. AWC Grant Opportunity for Fire CARES Program

Housing, Health, & Human Services Director Hendrickson noted: they have an opportunity to create a Fire Cares program in Central Kitsap; the funding is only available for new programs; the program will benefit Poulsbo residents as it creates a cooperation agreement with the Poulsbo Fire CARES team for mutual aid and expands to seven day a week coverage; there will be a minimal cost to the city; she is adding language to the grant for reimbursement of fiscal and project management services. Recommendation was made for this to be moved to the October 12, 2022, consent agenda for approval.

e. BA #22-0402 Granicus Software

Deputy City Clerk Diehl noted: with the new meeting format for the council meetings the clerks department has absorbed all the committees agenda processes which is now creating a three day processing time for the council agenda; the software can be used for any meeting an agenda needs to be created for; the software creates a repository for all meeting agendas, minutes, and videos in one place on your website; it is a 3-year contract starting at \$6,000 a year with a five percent increase for the remaining two years; there is a video portion to the software for an additional fee that might be requested at a later date. Recommendation was made for this to be moved to the October 12, 2022, business agenda.

f. Police Department Presentation

Police Chief Harding presented the council with an Analysis of Statistics for police services handout, noting there were five factors that contributed to a decline in case reporting:

- 1) Drug arrests – In the State of Washington there has been a 60.9% drop in drug offenses and 73.6% drop in drug arrests due to the Blake decision in 2021. This has led to increase in property crimes. This has also created an increase in opioid deaths.
- 2) Change of use of force laws – the loss of being able to conduct Terry stops and transitioned to a probable cause standard when initiating contact.
- 3) Inability to initiate pursuits – which led to not being able to pursue someone involved in criminal activity.
- 4) Providing council to Juveniles – it is required anyone under the age of eighteen must be provided council for before any questioning in a criminal investigation. Two exemptions to this requirement are school shootings or if there is an imminent threat of harm to a person.
- 5) Adding a Social Worker – cases then did not result in an arrest being made.

Harding showed a video from Snohomish County regarding these factors affecting Law Enforcement in 2021 and 2022.

Harding noted: with their change in approach in regards to hiring a full-time social worker, she has had 85 contacts that did not result in an arrest being made; there has been an increase in calls for service; they are writing more case reports; 17% of reports have been referred for charges; juvenile case are down due to legislation that has made it very difficult to question juveniles; they have seen an increase in child protective cases & adult protective cases; drug cases are down not because a decrease in drug use but due to the Blake decision and the loss of drug dogs.

g. Budget Amendment 22-0401 Downtown Clock Refurbishment

Mayor Erickson updated the council, noting the clock refurbishment cost Bill Austin a total of \$15,000. Erickson noted the Poulsbo Rotary donated \$4,000 and the Historic Downtown Poulsbo Association (HDPa) donated \$2,000, leaving a balance of \$9,000 which she has agreed to pay. This will be coming back to the October 12, 2022 council meeting under the consent agenda for approval of the budget amendment from the capital equipment fund.

At 6:34 p.m., Mayor Erickson recessed the meeting for a 10-minute break.

At 6:44 p.m., Mayor Erickson called the meeting back to order.

h. Mayor's Proposed Preliminary Budget Presentation

Assistant City Administrator Booher introduced Senior Budget Accountant Ellington. Booher presented the 2023-2024 Mayor's Proposed Preliminary Budget noting: this is the base budget and does not include Baseline Adjustment Requests or New Program Requests; the combined budgeted funds expenditures total \$97,878,380 with \$42,526,145 in 2023 and \$55,352,235 in 2024; large fluctuations are due to the capital projects taking place, such as Noll Road, Public Work Facility, Park Projects, and Utility Projects.

Differences to the prior base budget include: Estimated beginning balance for 2023 based on revenues higher than projected in 2022; Revenues projected with anticipated decreases; Sales tax projected at same level of collection in 2021 and 2022; Reduced utility taxes from 12% to 10%; Receiving Federal Grant ARPA Funds for both years; Grant Revenue decrease for the Fire Cares and Planning Department; Investment earnings based on changing interest rates.

Items included in the 2023-2024 Proposed Preliminary Budget include:

- Most recent property tax figures from the county.
- Wages and Benefits that include contractual increases and estimated benefit increases.
- Contractual Increases such as: software subscriptions, agency agreements, and Liability Insurance Premiums increase which is up approximately 40%.
- Transfer Adjustments such as: \$175,000 to the Street Operation Fund to support street maintenance and increasing costs; \$10,000 to the Lodging Tax Fund for the city's match of the Event's Coordinator position; \$150,000 to the Neighborhood Streets; \$150,000 from Real Estate Excise Tax for city hall debt; \$50,000 reduction in transfer to Capital Equipment funds.
- Capital items requested for replacement included: new engineering SUV; public works boom truck, gator, pick-up truck and dump truck; IT back-up server.

Capital Projects are in the proposed budget and consistent with proposed CIP. They will be continuing to review and update them and will present them at a future council workshop.

Projected General Fund Revenue is consistent with prior years for operating revenues. Eighty percent of the general fund revenue is supported by taxes. Increase in the projected expenditures were in salaries and wages due to employees being brought back in 2022 with the ARPA funds and the one-time money grants for the Noll Road project and Behavioral Health. Projected Revenues vs. Expenditures show an increase of \$981,159 in 2023 and \$1,393,037 in 2024. The projected fund balance for 2022 is \$4,646,933, 2023 is \$4,265,774, and 2024 is \$2,872,738. Booher noted that even though in 2024 it seems to be a substantial hit, we are still in compliance with the Financial Management Policy.

Upcoming budget events will include: Public Hearing for 2023-2024 Revenue Sources on 10/19; Preliminary Budget to be released on 10/31; Set 2023 Property Tax Levy on 11/9; Public Hearing for the Budget on 11/9 & 11/16; CIP Presentation on 11/9; Review of Baseline Adjustment and New Program Requests on 11/16; Final Budget Review on 12/7; Budget Approval and Adoption on 12/21.

5. MAYOR'S REPORTS AND COUNCIL COMMENTS

a. Council Comments

Councilmember McVey thanked the Poulsbo Film Festival organizers for coming to the meeting.

Councilmember Lord noted the Poulsbo Historical Society will be putting on the Ghost in the Graveyard event and are looking for volunteers.

Councilmember Musgrove thanked the Poulsbo Film Festival organizers for their efforts with this new event and Lori Maxim for her enlightening presentation on the Poulsbo Fishline. Musgrove stated he looks forward to the Troll conversation.

6. CONSENT AGENDA

Motion: Move to approve Consent Agenda as presented.

The items listed are:

- a.** Approval of Council Workshop Minutes of September 7, 2022
- b.** Approval of FAC Committee Meeting Minutes of August 3, 2022

- c. Councilmember Absences June through September 21, 2022
- d. Payable Disbursements for August 2022
- e. Budget Amendment 22-0307 Transfer Funds to Correctly Record Purchase of New Server

Action: Approve, **Moved by** Musgrove, **Seconded by** Phillips.
Motion carried unanimously.

7. BUSINESSES AGENDA

a. **City Council Public Hearing - 2022 Floodplain Management PMC 15.24 Revisions**

Senior Engineering Technician Bateman gave a short presentation, noting: 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 the National Flood Insurance Program; Poulsbo has been in the program since 1979; there are 47 flood insurance policies with an average annual premium of \$514; there has only been two paid claims since we joined the program; FEMA periodically revises and updates the insurance study, maps, and code requirements; the most recent official study and map was adopted in 2017; Ecology staff did a Community Assistance Contact and evaluated the city's flood management program in 2021.

To stay compliant with FEMA requirements they requested changes to the definitions and language in the following chapters:

- **15.24.020 Definitions** – Several new definitions were added or revised 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.
- **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** – Renumbering of sections to accommodate addition of section 15.24.270 and removal of section 15.24.310.
- **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 variance moved from individual section to be included in general variances section. Note: no structures in Poulsbo would be affected by this change as where none are listed on the National Register for Historical Places or the State Inventory of Historical Places.

At 7:31 p.m. Mayor Erickson opened the public hearing, and after receiving no comments, closed the public hearing at 7:32 p.m.

Councilmember McVey noted in the Planning Commission review, the City Attorney suggested adding the definition of “reasonably safe from flooding”. Bateman stated as where it was not a FEMA requirement, they did agree it should be added to cover the city’s liability.

Councilmember Musgrove questioned how much of this update was compliance housekeeping or optional for the city’s benefit. Bateman stated it was 100% compliance housekeeping.

Motion: Move to approve 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.

Action: Approved. **Moved by** Musgrove, **Seconded by** Phillips.

Motion carried unanimously.

b. Pacific NW Trolls Project

Mayor Erickson presented the contract from Mr. Dambo and the Scan Design Foundation, noting it had not been reviewed by the city attorney. Erickson stated she feels the troll should be in Fish Park, but the city’s budget does not have an extra \$80,000 in it for this project.

Councilmember McVey stated he still has several concerns about this project, that include: the private fundraising of \$75,000 has yet to be seen; if \$75,000 was going to be raised he would like to see it put towards a project the community wants; even if the funds were to be raised privately, there are several in kind city costs within the contract; the statue only built to last 3 to 5 years; the amount of money required to pay the maintenance and travel costs of the artist as stated in the contract; this project taking away from city services that are needed; opposed to Fish Park being the chosen site due to the inadequate parking and the destruction of the natural state in the park.

Councilmember Musgrove noted he was hoping to see more fundraising done prior to this contract being signed. Return on investment was not measuring up to City's needs.

Councilmember Lord noted as an artist she liked the idea and what it stood for but was concern about the built-in expiration date of the troll, for the amount of money being put into it.

Councilmember Phillips noted after looking at the contract he also saw several costs that make this project very expensive. He believes the City does needs more public art and maybe we could find something more feasible.

Councilmember Livdahl stated also sees the need for public art but feels at this time we need to spend fund on maintaining what we already have like the boardwalk.

Motion: Move to end the pursuit of the Pacific Northwest Trolls Project at this time.

Action: Approved. **Moved by** McVey, **Seconded by** Lord.

Motion carried unanimously.

8. BOARD & COMMISSION REPORTS

Mayor Erickson reported the Health District Board has agreed to a comprehensive study on the availability of health care in Kitsap County. Recent concerns with St Michael's Hospital including lack of hospital beds, workers, and accreditations have prompted this study to find out why and where we are short with health care in Kitsap County. This study will be independent study done by an outside consultant, funded by the health district. Erickson noted there has been talk of creating a Health Benefit District, by the vote of the people, which would receive money from property taxes to fund medical care.

9. CONTINUED COMMENTS FROM CITIZENS

Tom Nordlie commented on the Pacific NW Troll Project stating he spoke with the Scan Design Foundation, and they stated they would be willing to put forward money while fundraising was happening to get this project off the ground. He noted Scan Design partners with the State of WA Commerce and Tourism, Visit Seattle, and would also work with our Chamber of Commerce to get this project moving forward.

10. MAYOR & COUNCILMEMBER COMMENTS

Councilmember Phillips commented on the need for the city’s Art Board to take a look into where public art could be placed and the fundraising possibilities for it.

Councilmember Livdahl noted Halloween is coming up and the Historic Downtown Poulsbo Association will be having their annual event this year.

11. EXECUTIVE SESSION

- a. 15-minute executive session to discuss personnel matters per RCW 42.30.110 (1)(G).

At 8:04 p.m., Mayor Erickson adjourned the meeting into a 15-minute executive session to discuss personnel matters per RCW 42.30.110 (1)(G). No action was taken.

12. ADJOURNMENT

At 8:19 p.m., Mayor Erickson adjourned the meeting.

Rebecca Erickson, Mayor

ATTEST:

Rhiannon Fernandez, CMC, City Clerk

Respectfully prepared and submitted by Kati Diehl

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 11/09/2022

AGENDA ITEM:	Resolution No. 2022-17, Land Use Fee Schedule Update
EXHIBITS:	Resolution, Adjusted Land Use Fee Schedule
STAFFED BY:	Senior Planner Coleman
CATEGORY:	Consent Agenda
MAYOR OK/Initial:	

SUMMARY STATEMENT:
<p>The Planning Department is recommending updating the Land Use Review Fee Schedule to reflect the past two years of salary increases.</p> <p>Land Use Application fees were last adjusted in early 2021, with a minor clean up amendment in early 2022.</p> <p>This Resolution will update the current fee schedule by adjusting per the two year negotiated salary increase. This adjustment will take effect January 1, 2023.</p>
<input type="checkbox"/> Additional Staff Report Attached

WORKSHOP DATE:	
11/02/2022	Recommended

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:
Approve the update to the Planning Fee Schedule.

SAMPLE MOTION:

Move to Approve Resolution No. 2022-17, a resolution of the City of Poulsbo, Washington, amending the Fee Schedule for Land Use Applications pursuant to Section 3.12.030 of the Poulsbo Municipal Code.

RESOLUTION NO. 2022-17

A RESOLUTION OF THE CITY OF POULSBO, WASHINGTON, AMENDING THE FEE SCHEDULE FOR LAND USE APPLICATIONS PURSUANT TO SECTION 3.12.030 OF THE POULSBO MUNICIPAL CODE.

WHEREAS, PMC 3.12.030 adopts a fee schedule for land use applications processed by the City; and

WHEREAS, PMC 3.12.030 and 3.12.010 provide that the land use application fee schedule can be amended by the passage of a resolution by the Poulsbo City Council; and

WHEREAS, the Planning and Economic Development Department has determined that land use fees should be adjusted per the two-year negotiated salary increase and more appropriately reflect the cost of review by the Planning staff; and

WHEREAS, the Poulsbo City Council concurs in the Planning and Economic Development Department's recommendation; now therefore

THE CITY COUNCIL OF THE CITY OF POULSBO, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Amend. That the Planning and Economic Development Department Application Fee Worksheet is hereby amended and replaced with the schedule dated November 2, 2022 attached as Exhibit A hereto and incorporated by this reference as if set forth in full.

Section 2. Effective Date. This resolution shall take effect and be in full force on January 1, 2023. All applications filed after the passage of this resolution shall be charged fees based on the Land Use Application Fee Schedule attached as Exhibit A.

Passed by the City Council of the City of Poulsbo, Washington and signed this 9th day of November 2022.

APPROVED:

MAYOR, REBECCA ERICKSON

ATTEST/AUTHENTICATED:

CITY CLERK, RHIANNON FERNANDEZ

FILED WITH THE CITY CLERK: 11/03/2022
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2022-



PLANNING FEE SCHEDULE

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

TYPE OF PERMIT	FEE
Pre-Application Services	
Pre-Application Conference/Major	\$365-390 + Engineering, Building, and Fire Fees
Pre-Application Conference/Minor	\$185-200 + Engineering, Building, and Fire Fees
1-Hour Consultation	\$80
Neighborhood Meeting Attendance	\$175185
Land Use Review	
Accessory Dwelling Unit (ADU)	
ADU (detached or expansion of existing)	\$620-665 + ACUP cost
ADU (w/in existing structure, no ACUP)	\$345-370
Conditional Use Permit	\$18301960
Administrative Conditional Use Permit	\$915980
Development Agreement	\$12251310
Home Occupation	\$300-320 + hourly after 4 hours
Master Plan	\$620-665 + \$30/unit + \$.03/ground floor square feet + \$.01 above or below ground floor sq ft (non-residential) Min \$1,000 Max \$10,000
Master Plan Amendment	TBD by Planning Director based on the area affected by the amendment
Planned Residential Development	
without preliminary subdivision	\$6125-6560 + HE costs
with preliminary subdivision	\$860-920 + preliminary subdivision fee + HE costs
Planned Mixed Use Development (PMUD)	
Viking Avenue PMUD	\$3680-3940 + \$75/unit or lot and \$.25 sq ft of nonresidential + HE costs
	\$2455-2630 + \$75/unit or lot and \$.25 sq ft of nonresidential + HE costs
Site Plan Review	
Minor Site Plan Review	\$2455-2630 + \$.25 sq ft of gross floor area
Zoning Ordinance Variance	\$615-660 + \$.25 sq ft of gross floor area
	\$915980
Shoreline Permits	
Shoreline Substantial Development Permit (SSDP)	
Minor SSDP	\$1225-1310 + \$75/unit and/or \$.25/sq ft + HE costs
	\$915-980 + \$75/unit and/or \$.25/sq ft
Shoreline Conditional Use Permit (SCUP)	
Minor SCUP	\$1225-1310 + \$75/unit and/or \$.25 sq ft of gross floor area + HE costs
	\$915-980 + \$75/unit and/or \$.25/sq ft
Shoreline Variance	
Shoreline Permit Exemption	\$1225-1310 + \$75/unit and/or \$.25/sq ft + HE costs
	\$185200
Land Division	
Binding Site Plan	
Binding Site Plan Modification	\$1835-1965 + \$75/lot/unit + \$.25/sq ft (if nonresidential)
Binding Site Plan Final	\$9651035
Boundary Line Adjustment	\$44451225
Preliminary Subdivision/Plat	\$315340
Preliminary Subdivision Modification - Major	\$4900-5250 + \$75/lot + HE costs
Preliminary Subdivision Modification - Minor	\$2450-2625 + HE costs
Final Subdivision/Plat	\$12251310
	\$14451225
Preliminary Short Subdivision/Plat	
Short Subdivision Modification	\$2070-2215 + \$75/lot
Final Short Subdivision	\$10351110
	\$225240
Land Division/Plat Alteration	
Land Division/Plat Vacation	\$660-920
Land Division/Plat Time Extension	\$600-640 + hourly after 8 hours
	\$150160
Policy Planning Review	
Annexation - Notice of Intent	
Annexation - Petition/Council Action and BRB	\$365390
	\$1420-1520 + BRB fee
Comprehensive Plan Amendment - Map Only	\$11651250
Comprehensive Plan Amendment - Text Only	\$860920
Comprehensive Plan Amendment - Internal	TBD
Concomitant Agreement Release/Revision	\$600-640 + hourly rate after 8 hours
Zoning Map Amendment (no comp plan amendment)	\$900965
Appeals	
Type I and II Appeal to Hearing Examiner (HE)	
Type III Appeal to City Council	\$550-590 + HE costs
Appeal of Adequacy of EIS	\$10501125
	\$550-590 + HE costs

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Updated January 19, 2022 | Resolution 2022-04

Environmental Review	
Critical Areas Permit	\$615660
Critical Areas Exemption	\$460160
Reasonable Use Exception	\$1145-1225 + HE costs
Public Agency Utility Exception	\$1145-1225 + HE costs
Independent Confirmation of Critical Areas Report	\$240 + consultant costs
SEPA Review/Determination	\$365390
SEPA DEIS/FEIS	Cost to prepare EIS
Review of EIS	\$975-1045 + hourly rate after 13 hours ³ + consultant review
Miscellaneous	
Administrative Determination/written letter	\$365390
Impact Fee Deferral	\$285305
Misc Permit (e.g., grading, construction drawing review, building design review)	\$300-315 + hourly rate after 4 hours
Permit Extension Request	\$285305
Post Decision Modification	
Type I and II Modification	\$600-640 + hourly rate after 8 hours
Type III Modification	\$600-640 + hourly rate after 8 hours** + HE costs (if applicable)
Administrative Modification	\$600-640 + hourly rate after 8 hours
Re-Inspections after initial inspection (each)	\$140150
Temporary Use	\$375-400 + hourly rate after 5 hours
Tree Cutting and Clearing	\$315340
Zoning Verification Letter	\$115125
Deposits¹	
Third Party Review of Application/Expedited Review ²	\$5000 deposit + application fees
Consultant - Critical Areas (wetland, fish and wildlife)	\$40004500
Consultant - Tree Retention Arborist Review	\$11001500
Consultant - Geotechnical	\$40004500
Consultant - Other	TBD with project
Hearing Examiner (HE)	\$4000
Noticing	\$300
Hourly Rate	
	\$7580

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¹ Deposits:

- In the review of a land use permit application, the City may determine that such review requires the retention of professional consultant. In addition to the land use fees that an applicant is required to submit, the applicant shall also be responsible to reimburse the City for the cost of professional consultant services if the City determines such services are necessary to complete its review of the application submittal. The City requires the applicant to deposit an amount with the City, which is estimated, at the discretion of the Planning Director, to be enough to cover anticipated costs of retaining professional consultant services and to ensure reimbursement to the City for such costs. Additional deposits may be necessary during the review of the land use permit application. Unused consultant deposits will be refunded after permit issuance (per PMC 3.12.010).
- A deposit for Hearing Examiner services will be collected at the time of land use permit submittal. Actual final costs of the hearing examiner services will be the responsibility of the applicant.
- A deposit for all public noticing requirements will be collected at the time of land use permit submittal. Unused noticing deposits will be refunded after permit issuance.

² The cost for third party/expedited review shall be in addition to all other permit and/or plan review fees. Unused deposit will be refunded after permit issuance.

Notes:

- Additional Submittal Review Fees: The fees include the review of the initial application and two revisions (three submittals total) plus the preparation of staff reports and administrative decisions. If a project requires staff review of more than three submittals, the applicant will be charged an hourly rate of \$75-80 (minimum of six hours) for the time the project planner spends reviewing each submittal thereafter. The applicant shall pay \$450480.00 prior to staff commencing review of each additional submittal.
- Recording Fees: For those applications which require recording of the final document, the applicant shall bear the costs of all recording.

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 11/09/2022

AGENDA ITEM:	Resolution No. 2022-18, Engineering Fee Update
EXHIBITS:	Engineering Fee Schedule, Resolution No. 2022-18, Grading Permit Application Fees
STAFFED BY:	Development Review Engineer Burgess
CATEGORY:	Consent Agenda
MAYOR OK/Initial:	

SUMMARY STATEMENT:

The Engineering Department is recommending updating the Engineering Fee Schedule and Grading Permit application fees to reflect the past two years of salary increases.

Application fees were last adjusted in early 2022.

This Resolution will update the current fee schedules by adjusting per the two year negotiated salary increase. This adjustment will take effect January 1, 2023.

Additional Staff Report Attached

WORKSHOP DATE:

11/02/2022

Recommended

IMPACTS:

Expenditure Required? Yes No

Included in Budget? Yes No

Amount: \$

RECOMMENDED ACTION:

Approve the update to the Engineering Fee Schedules

SAMPLE MOTION:

Move to approve Resolution No. 2022-18, a resolution of the City of Poulsbo, Washington, amending the Fee Schedules fro Engineering Application Fees and Grading Permit Fees pursuant to 3.12.030 of the Poulsbo Municipal Code.

RESOLUTION NO. 2022-18

A RESOLUTION OF THE CITY OF POULSBO, WASHINGTON, AMENDING THE FEE SCHEDULE FOR ENGINEERING APPLICATION FEES PURSUANT TO SECTION 3.12.030 OF THE POULSBO MUNICIPAL CODE.

WHEREAS, PMC 3.12.030 adopts a fee schedule for land use applications processed by the City; and

WHEREAS, PMC 3.12.030 and 3.12.010 provide that the land use application fee schedule can be amended by the passage of a resolution by the Poulsbo City Council; and

WHEREAS, the Engineering Department has determined that fees should be adjusted per the two-year negotiated salary increase and more appropriately reflect the cost of review by the Engineering staff; and

WHEREAS, the Poulsbo City Council concurs in the Engineering Department's recommendation; now therefore

THE CITY COUNCIL OF THE CITY OF POULSBO, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Amend. That the Engineering Department Application Fee Sheet and Grading Permit Application Fees are hereby amended and replaced with the schedules dated November 2, 2022 attached as Exhibit A and B hereto and incorporated by this reference as if set forth in full.

Section 2. Effective Date. This resolution shall take effect and be in full force on January 1, 2023. All applications filed on or after the effective date of this resolution shall be charged fees based on the Engineering Application Fee Schedule and Grading Permit Fee Sheet attached as Exhibits A and B.

Passed by the City Council of the City of Poulsbo, Washington and signed this 2nd day of November, 2022

APPROVED:

MAYOR, REBECCA ERICKSON

ATTEST/AUTHENTICATED:

CITY CLERK, RHIANNON FERNANDEZ

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2022-18



ENGINEERING FEE SCHEDULE

200 NE Moe Street | Poulsbo, Washington 98370
 (360) 394-9882 | fax (360) 697-8269
 www.cityofpoulsbo.com | publicworks@cityofpoulsbo.com

Revised by resolution 2022-18

TYPE OF PERMIT	FEE
Pre-Application Services	
Pre-Application Conference/Type A (Minor)	\$255 \$275
Pre-Application Conference/Type B (Major)	\$395 \$425
Land Use Review	
ADU (Accessory Dwelling Unit)	\$225 \$240
Conditional Use Permit	\$225 \$240
Master Plan	\$370 \$400
Master Plan Amendment	\$225 \$240
Drainage Analysis (Required for all SPR/Subdivision Applications or as applicable)	\$495 \$530/Basin
Site Plan Review	\$805 \$865
Minor Site Plan Review	\$225 \$240
Boundary Line Adjustment	\$225 \$240
Annexation	\$225 \$240
Land Division	
PMUD/Binding Site Plan	\$1,955 \$2,095 + \$17 \$18/Lot or Unit
Land Division/Plat Alteration	\$225 \$240
Preliminary Short Subdivision/ Plat	\$1,335 \$1,430
Preliminary Subdivision Plat/Planned Residential Development (PRD)	
5-20 Lots	\$2,080 \$2,230
21-50 Lots	\$2,345 \$2,510
51-100 Lots	\$2,605 \$2,790
>100 Lots	\$2,605 \$2,790 + \$29 \$31/Lot
Final Subdivision Plat/(PRD)	\$3,065 \$3,280 + \$95 \$105/Lot
Final Short Subdivision Plat	\$675 \$725
Policy Review	
Comprehensive Plan Amendment	\$300 \$320
Concomitant Agreement Release/Revision	\$225 \$240
Shoreline Permits	
Shoreline Substantial Development Permit (SSDP)	\$225 \$240
Miscellaneous	
Post Decision Review	\$225 \$240
Telecommunication Master Permit	\$820 \$880
Telecommunication License	\$495 \$530
Floodplain Development Permit	\$225 \$240
Right-of-Way Vacation	975 \$1,045
Latecomer Agreement (Street, Water, Storm, Sewer)	\$1,955 \$2,095 1 st Utility + \$980 \$1,045/Additional Utility

Public Property Construction Permit (PPCP)	
w/ Pavement or Sidewalk disturbance	\$525 \$565
w/o Pavement or Sidewalk disturbance	\$170 \$185
Stop Work Order	
Site Plans and Plats	\$500 \$535
All Others	\$120 \$130
Grading Permit	See Grading Permit Fee Sheet
Escrow Deposits*	
Erosion Control (Site Plan and Plat Development)	\$5,000 Minimum or \$3,000/Acre
3 rd Party review	Determined with 1 st review of Site Plan/Plat Submittal
Inspection Deposit for Plats	\$5,000 \$5,500 + \$400 \$430/Lot
*Unused escrow deposits shall be refunded at the conclusion for the project	
Engineering Department Hourly Rate	
Hourly Rate**	\$75 \$80/Hour
** Application fees apply to the original submittal and two re-submittals. Subsequent re-submittals may require payment of hourly charges. The City Engineer may determine that the scope of the review of the original submittal and/or resubmittals requires payment of hourly charges in addition to the application fee. Fees are non-refundable.	
PLANNING FEES	
For Planning Fees: <insert link to 2023 planning fee sheet>	
BUILDING FEES	
For Building Permit Fees: <insert link to 2023 building fee sheet>	

REV. 11/09/2022

PROJECT NAME:

FILE #:

City of Poulsbo Engineering Department

**Fee & Deposit Worksheet for Plan Review, Inspection, Project Administration,
Engineering Department Services, and Erosion Control**

PMC 3.12.010, PMC 3.12.020, PMC 15.40

The following fees and deposits apply to land use development requiring City approvals such as a site plan, P.U.D., Long Plat, Short Plat, license, master permit, delayed benefit agreement or any other developer action requiring City review, processing, and/or administration.

At the time of plan review submittal, a determination will be made by the City Engineer whether the plans will be reviewed (a) by City staff, (b) by the City's consultant with City supervision, or (c) a combination of (a) and (b) If (a), the plan review fee will be calculated per the unit cost and hourly fee schedule shown below and labeled "FEES". If (b) or (c), the applicant will be required to make a deposit toward the anticipated cost of the consultant's charges and City staff time as shown below and labeled "DEPOSITS".

PLAN REVIEW - FEES

Itemized plan review fees apply to the original submittal and one re-submittal. Fees are non-refundable.

FEES

SANITARY SEWER	_____ LF PIPE @	\$0.60	\$0.64	per LF	\$ _____	0.00
	_____ MANHOLES @	\$25.00	\$27.00	each	\$ _____	0.00
WATER SYSTEM	_____ LIFT STATION @	\$330.00	\$355.00	each	\$ _____	0.00
	_____ LF PIPE @	\$0.90	\$0.96	per LF	\$ _____	0.00
STORM SEWER	_____ BOOSTER STATION @	\$330.00	\$355.00	each	\$ _____	0.00
	_____ LF PIPE @	\$1.00	\$1.07	per LF	\$ _____	0.00
STREETS/SIDEWALKS	_____ CATCH BASINS @	\$17.50	\$19.00	each	\$ _____	0.00
	_____ DETENTION FACILITIES	\$330.00	\$355.00	each	\$ _____	0.00
	_____ LF @	\$0.32	\$0.34	per LF	\$ _____	0.00
Minimum charge for review = \$500.00					\$	0.00

QUANTITY BASED GRADING PERMIT FEES

Grading Permit Fees \$

PLAN REVIEW - HOURLY FEES

The third and subsequent re-submittals will require payment of hourly fees in addition to the itemized fees charged for

HOURLY FEES	_____ HOURS	\$75.00	\$80.00	per HR	\$ _____	0.00
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FEE TOTAL \$ 0.00

Plan Review Fees: Code 001.000.000.343.20.00.10

DEPOSITS

Deposits are required for anticipated costs for Engineering Department and/or consultant services, including, but not limited to, plan review (when conducted by a consultant or by a combination of City staff and consultant with staff supervision), field inspection, processing/administration of plans/projects (after issuance of approved plans and/or permits), erosion control inspection/enforcement, latecomer agreements ("delayed benefits"), licenses, franchises, Master Plans, Environmental Impact Statements (EIS), and special requests requiring Engineering Department staff time. Charges for Engineering Department staff time will be assessed at the hourly rate based on the City's annual Salary & Wage Resolution and the current budget. Charges for consultants will be based on the consultant's rates. Deposits for Engineering Department services or other professional services shall be paid in advance. The deposits are estimates and may require replenishment. Deposits may be required at the time of, or after, payment of any fees. Unused deposits are refundable.

PLAN REVIEW DEPOSITS

CITY _____ HOURS (estimated) @ ~~\$75.00~~ \$80.00 per hour \$ _____ 0.00

CONSULTANT \$ _____

PROJECT ADMINISTRATION DEPOSITS

CITY _____ HOURS (estimated) @ ~~\$75.00~~ \$80.00 per hour \$ _____ 0.00

CONSULTANT \$ _____

PLAN REVIEW & ADMIN. DEPOSIT TOTAL \$ _____ 0.00

Plan Review & Project Administration Deposit: Code 001.000.000.237.00.06.06

INSPECTION/TESTING DEPOSITS

CITY INSPECTION _____ HOURS (estimated) @ ~~\$75.00~~ \$80.00 per hour \$ _____ 0.00

Inspections performed outside of regular work hours will be billed at 1.5 times the hourly rate.

CONSULTANT INSPECTION \$ _____

TESTING SERVICES \$ _____

INSPECTION DEPOSIT TOTAL \$ _____ 0.00

Inspection / Testing Deposit: Code 001.000.000.237.00.06.06

EROSION CONTROL DEPOSIT

EROSION CONTROL _____ acres \$ _____

Erosion Control Deposit: Code 001.000.000.237.00.06.23

ADMIN. & INSPECTION DEPOSIT TOTAL \$ _____ 0.00

Resolution 2022-XX **GRAND TOTAL \$ _____ 0.00**

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 11/09/2022

AGENDA ITEM:	Public Hearing for the 2023-2024 Biennial Budget
EXHIBITS:	
STAFFED BY:	Assistant City Administrator Booher/Senior Budget Acct Ellington
CATEGORY:	Business Agenda
MAYOR OK/Initial:	

SUMMARY STATEMENT:
<p>The 2023-2024 Preliminary Biennial Budget was distributed to City Council and made available to the public on October 31, 2022 per RCW 35.34.080.</p> <p>A presentation overview will be provided.</p> <p>Public Hearing regarding the 2023-2024 Biennial Budget to be opened tonight and continued on November 16, 2022.</p> <p>This hearing gives the public an opportunity to address the Council regarding the 2023-2024 Biennial Budget.</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:
Public Hearing

SAMPLE MOTION:

Move to continue the Public Hearing on Wednesday, November 16, 2022, in the Poulso City Council Chambers.

***2023-2024
City of Poulsbo
Preliminary
Budget***

NOVEMBER 9, 2022

1

***Section
- Budget Process
(BP)***

- Mayor's Transmittal Letter
- Budget Process Narrative
- Budget Calendar



2

Section - Financial Plan (FP)

- Organization Chart
- Fund Structures
- Revenues and Expenditures as a whole summarized
- Staffing Levels
- Goals and Objectives



3

Section - General Fund (GF)

-
- General Fund Revenues and Narratives
 - Departmental Budgets with line-item detail
 - Final will be summarized



4

Section
- Special Revenue Funds (SR)

- Balanced Funds which have more than 20% restricted revenues (i.e)
 - Street Operations
 - Lodging Tax
 - Impact Fees
 - Affordable Housing
 - REET



5

Section
- Debt Service Fund

- Balanced Fund with dollars allocated to principal and interest payment for governmental debt



6

**Section
- Capital Project Funds
(CPF)**

- Balanced Funds accounting for capital improvements and equipment for governmental purpose
- Transportation Projects
- Park Projects
- General Government Facilities improvements
- Equipment



7

**Section
- Proprietary
Funds (PF)**

- Balanced Funds accounting for business type activity
 - Revenues support expenses and future capital improvements
- Water
- Sewer
- Solid Waste
- Storm Drain



8

Section
- Baseline Adjustment Requests (BAR)

- Baseline Adjustment Requests are for items necessary to continue to operate the department within the same service levels
- Summary of all BARS
- Individual requests submitted by departments



9

Section
- New Program Requests (NPR)

- New request to offer a new program/service or new item to enhance the current service
- Summary of all NPRs
- Individual requests submitted by departments



10

Section - Salary and Wages (S&W)

- Summary of FTE's and wages and benefits in preliminary budget



11

Section - City Improvement Plan (CIP)

- City Improvement Plan
- Summary of projects broken out
 - General
 - Parks
 - Transportation
 - Water
 - Sewer
 - Storm Drain
- Individual project sheets



12

Preliminary Budget - Final Budget

- Very little financial changes since Proposed Preliminary/ Mayor's Budget
- Final will be updated with wage & benefit updates
- Updated contractual or cost projections
- BARS and NPRS will be included
 - Council Workshop to determine funding – Column Approach
- Updated capital projects

13

Questions?



9/3/20XX

14

14

POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 11/09/2022

AGENDA ITEM:	Ordinance No. 2022-15/ Set the 2023 Property Tax Levy
EXHIBITS:	Draft Ordinance
STAFFED BY:	Assistant City Administrator Booher
CATEGORY:	Business Agenda
MAYOR OK/Initial:	

SUMMARY STATEMENT:
An ordinance setting the 2023 Property Tax Levy.
<input 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 type="checkbox"/> No
Amount: \$	

RECOMMENDED ACTION:
Approval of Ordinance No. 2022-15.

SAMPLE MOTION:

Move to approve Ordinance No. 2022-15, an ordinance of the City of Poulsbo Washington levying the general taxes for the City of Poulsbo for the fiscal year commencing on January 1, 2023, on all property, both real and personal, in said city which is subject to taxation for the purpose of providing sufficient revenue to carry on the several departments of said city of the ensuing year as required by law, and approving an ordinance summary for publication.

ORDINANCE NO. 2022-15

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, LEVYING THE GENERAL TAXES FOR THE CITY OF POULSBO FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2023, ON ALL PROPERTY, BOTH REAL AND PERSONAL, IN SAID CITY WHICH IS SUBJECT TO TAXATION FOR THE PURPOSE OF PROVIDING SUFFICIENT REVENUE TO CARRY ON THE SEVERAL DEPARTMENTS OF SAID CITY FOR THE ENSUING YEAR AS REQUIRED BY LAW, AND APPROVING AN ORDINANCE SUMMARY FOR PUBLICATION.

WHEREAS, the City Council of the City of Poulsbo, Washington, has met and considered the City's anticipated financial requirements for the calendar year 2023; and

WHEREAS, the City's actual levy amount from the previous year was \$2,810,710; and,

WHEREAS, the population of the City is more than 10,000; NOW, THEREFORE,

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

Section 1. The regular property tax levy is hereby authorized for the levy to be collected in the 2023 tax year.

The dollar amount of the actual levy amount from the previous year shall increase \$16,196. which is a percentage increase of approximately .58% from said previous year.

This increase is exclusive of additional revenue resulting from new construction, improvements to property, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Section 2. 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, CMC

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY

FILED WITH THE CITY CLERK: 11/03/2022
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 2022-15

SUMMARY OF ORDINANCE NO. 2022-15
of the City of Poulsbo, Washington

On November 9, 2022, the City Council of the City of Poulsbo, Washington, approved Ordinance No. 2022-15, the main point of which may be summarized by its title as follows:

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, LEVYING THE GENERAL TAXES FOR THE CITY OF POULSBO FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2023, ON ALL PROPERTY, BOTH REAL AND PERSONAL, IN SAID CITY WHICH IS SUBJECT TO TAXATION FOR THE PURPOSE OF PROVIDING SUFFICIENT REVENUE TO CARRY ON THE SEVERAL DEPARTMENTS OF SAID CITY FOR THE ENSUING YEAR AS REQUIRED BY LAW, AND APPROVING AN ORDINANCE SUMMARY FOR PUBLICATION.

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

DATED this 9th day of November 2022.

CITY CLERK, R. FERNANDEZ, CMC

LEVY CERTIFICATION

As of November 9, 2022

In accordance with RCW 84.52.020, I Rebecca Erickson, Mayor for the City of Poulsbo do hereby certify to the Kitsap County legislative authority that the Poulsbo City Council of said city requests that the following levy amounts be collected in 2023 as provided in Ordinance 2022-15, which was adopted on November 9, 2022:

Estimated Regular Levy	\$2,909,871
Refund Levy	\$ 4,244

Signature: _____ Date: 11/ /2022
MAYOR, REBECCA ERICKSON