**POULSBO CITY COUNCIL MEETING**
**February 6, 2019 ~ 6:30 PM**
**(Please note earlier start time)**
**A G E N D A**

**1. CLOSED SESSION (30 MINUTES) –** UNION NEGOTIATIONS RCW 42.30.140(4)(A)

**2. CALL TO ORDER – 7:00 PM**

**a.** Pledge of Allegiance

**3. AGENDA REVIEW**

**4. COMMENTS FROM CITIZENS***
*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.*

**5. MAYOR'S REPORTS AND COUNCIL COMMENTS**

**a.** 2018 Donation Summary (Erickson)
**b.** Day of the Sámi People Proclamation (Erickson)

**6. CONSENT AGENDA (Next Ord. 2019-01, Res. 2019-02)** *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.** December 19, 2018 Council Meeting Minutes (Fernandez)
**b.** January 16, 2019 Council Meeting Minutes (Fernandez)
**c.** Budget Amendment/BA# 19-0103 Hillside Benches (Booher/Lund)
**d.** Budget Amendment/BA# 19-0104 Raab Park Sewer Rehab (Booher/Kasiniak)
**e.** Payable Disbursements for December 2018 (Booher)
**f.** Noll Road Improvement Project Ecology Grant Acceptance (Lenius)
**g.** South Fork Dogfish Creek Retrofit Project Ecology Grant Acceptance (Kasiniak)
**h.** Harrison Force Main Project Acceptance (Kasiniak)

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

**a.** Public Hearing for Release of Canyon Crest Rezone Concomitant Agreement (Coleman)
**b.** Ordinance No. 2019-__, Amending PMC 16.08 Shoreline Master Program (Coleman)
**c.** Ordinance No. 2019-__, Title 13.06 and 13.70 Water Connection Revisions (Roberts)

**d.** Resolution No. 2019-__, Engineering Application Fee Adjustment (Kasiniak)

**8. COUNCIL COMMITTEE REPORTS**

**9. DEPARTMENT HEAD COMMENTS**

**10. BOARD & COMMISSION REPORTS**

**11. CONTINUED COMMENTS FROM CITIZENS***

**12. MAYOR & COUNCILMEMBER COMMENTS**

**13. EXECUTIVE SESSION**

**a.** 10-minute executive session to discuss real estate matters per RCW 42.30.110(1)(b).

**14. EXECUTIVE SESSION**

**a.** 15-minute executive session to discuss potential and existing litigation per RCW 42.30-110(1)(i).

**15. 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.

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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 environments.

# City of Poulsbo

## *Finance Department*

To: Rebecca Erickson, Mayor

From: Deborah Booher, Finance Director

Date: January 10, 2019

Subject: Acceptance of 2018 Donations

Attached is a detailed list of those items and hours that were donated to the City of Poulsbo in 2018. Please sign this memo in the space provided, accepting these items if they meet your approval and return this original to me. Please note all items on this list valued over $100 have a completed Donation Agreement Form.

Thank you.

Accepted By: Mayor Rebecca Erickson

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(360) 394-9728
www.cityofpoulsbo.com ♦ cwardle@cityofpoulsbo.com

# City of Poulsbo

## *Finance Department*

To: City Council

From: Deborah Booher, Finance Director

Date: January 10, 2019

Subject: 2018 Donations

Attached is a detailed list of those items and hours that were donated to the City of Poulsbo in 2018. All items have been approved per the Donation Policy.

Please contact me if you have any questions.

Thank you.

Deborah Booher, Finance Director

200 NE Moe Street ♦ Poulsbo, Washington 98370-7347
(360) 394-9728
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# CITY OF POULSBO
## 2018 DONATIONS RECEIVED

| Date Approved | Donator | Monetary Value | | Item |
|---|---|---|---|---|
| | ***Donations Approved by Mayor*** | | | |
| 01/29/18 | Walter Bale Properties | $ 500.00 | | Easter Candy Hunt |
| 01/29/18 | Hill Moving | $ 200.00 | | Easter Candy Hunt |
| 01/29/18 | Poulsbo Lions Club | $ 500.00 | | Easter Candy Hunt |
| 02/05/18 | NK Rotary Club | $ 2,210.00 | | House Disposal at Fish Park |
| 02/02/18 | Kitsap Physical Therapy | $ 1,000.00 | | Viking Fest Road Race |
| 03/31/18 | Port of Poulsbo | $ 750.00 | | Summer Nights at the Bay |
| 03/31/18 | WWU | $ 750.00 | | Summer Nights at the Bay |
| 03/31/18 | Windermere Real Estate - Catherine Arlen Team | $ 750.00 | | Summer Nights at the Bay |
| 03/31/18 | Navy Federal Credit Union | $ 750.00 | | Summer Nights at the Bay |
| 03/31/18 | InMotion Performing Arts Studio | $ 250.00 | | Summer Nights at the Bay |
| 08/08/18 | Walmart | $ 359.70 | | 5 Bicycles for Police Department Bike Rodeo |
| 08/08/18 | Target | $ 23.79 | | Gift Card for National Night Out |
| 09/11/18 | Gary Lindsey | $ 500.00 | | Building Height Measuring Tool |
| | | | | |
| | **Total Donations Approved by Mayor:** | $ 8,043.49 | | |
| | | | | |
| | ***Aggregate Parks & Rec Donations*** | | | |
| | Easter Candy Hunt | $ - | | |
| | Parks | $ 60.00 | | |
| | Round Up for Recreation | $ 66.00 | | |
| | Spooktacular | $ 427.99 | | |
| | Viking Fest Road Race | $ 4.00 | | |
| | **Total Aggregate Parks & Rec Donations:** | $ 557.99 | | |
| | | | | |
| | ***Utility Billing Donations*** | | | |
| | City Parks | $ 85.31 | | |
| | City P&R | $ 49.05 | | |
| | City Cemetery | $ 92.70 | | |
| | | | | |
| | **Total Utility Billing Donations:** | $ 227.06 | | |
| | | | | |
| | ***Benches*** | | | |
| | *Muriel Iverson Waterfront Park* | $ 5,000.00 | | |
| | *Poulsbo Cemetery* | $ - | | |
| | *Poulsbo Hillside Streets/Sidewalks* | $ 1,400.00 | | |
| | | | | |
| | **Total Bench Donations:** | $ 6,400.00 | | |
| | | | | |
| | **TOTAL MONETARY VALUE** | **$ 15,228.54** | | |
| | | | | |
| | ***Volunteer Hours*** | | | |
| | Volunteer Hours - Police Reserves | 571.50 | Hours | |
| | Volunteer Hours - Citizen Reserves | 306.75 | Hours | |
| | Volunteer Hours - Park & Rec Van Drivers | 242.00 | Hours | |
| | Volunteer Hours - Park & Rec Parks | 2,278.38 | Hours | |
| | Volunteer Hours - Executive - Kim Hendrickson | 47.50 | Hours | |
| | **TOTAL VOLUNTEER HOURS** | **3446.13** | **Hours** | |
| | | | | |
| | ***Approved by Council*** | | | |
| | | | | |
| | | | | |
| | **Total Donations Approved by Council:** | $ - | | |

# City of Poulsbo

*Office of Mayor Rebecca Erickson*

**PROCLAMATION**

**WHEREAS,** The City of Poulsbo recognizes that in order to fully honor and embrace its rich Scandinavian history and traditions, it is necessary to recognize the history, traditions, customs, and culture of the indigenous people from whence they came; and

**WHEREAS,** the Sámi people are indigenous people of Sámi, which today encompasses large parts of Norway and Sweden, northern parts of Finland, and the Murmansk Oblast of Russia, and the Sámi people have lived on those lands since time immemorial; and

**WHEREAS,** the Sámi people, in recent history, have begun to enjoy a positive relationship with the colonizing governments of Norway, Sweden, Finland, and Russia, but despite these relationships, there are disparities in the fair treatment of the Sámi people, as well as ongoing prejudice, discrimination and violations of indigenous rights, and there is insufficient acknowledgment of the historical destruction of their culture; and

**WHEREAS,** The City of Poulsbo values the many contributions the Sámi people have made to the communities of our ancestors, with their knowledge, labor, technology, science, philosophy, arts, and the deep cultural influences which have helped shape the character of our city; and

**WHEREAS,** on February 6, 1917 the first Sámi congress was held in Trondheim, Norway, and in 1992, at the 15th Sámi Conference in Helsinki, Finland, as resolution was passed that the Day of the Sámi People should be celebrated on this day; and

**WHEREAS,** The City of Poulsbo joins Norway, Sweden, Finland, and Russia, in recognizing the sixth of February as the Day of the Sámi People, creating an opportunity to promote tolerance, understanding, appreciation and friendship amongst all people; now therefore,

**I, Rebecca Erickson, Mayor of the City of Poulsbo, Washington,** do hereby proclaim the sixth day of February, as

**DAY OF THE SÁMI PEOPLE**

And call upon the citizens of Poulsbo and the surrounding area to celebrate the cultures and values of the indigenous people of Scandinavia, to learn more about the history of the Sámi people, and to observe the occasion with appropriate programs, ceremonies, activities, and the flying of the Sámi National Flag.

Dated this 8th day of January, 2019

Rebecca Erickson, Mayor

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(360) 779-3901 ♦ fax (360) 779-5112
www.cityofpoulsbo.com

# POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 02/06/2019

| | |
|---|---|
| AGENDA ITEM: | Minutes of December 19, 2018 City Council Meeting |
| EXHIBITS: | Draft Minutes |
| STAFFED BY: | City Clerk Fernandez |
| CATEGORY: | Consent Agenda |
| MAYOR OK/Initial: | |

SUMMARY STATEMENT:

Attached are the draft minutes of the December 19, 2018 City Council Meeting for your review and approval.

☐ Additional Staff Report Attached

COMMITTEE RECOMMENDATION:

| | | |
|---|---|---|
| | Committee | Recommended |

IMPACTS:

| | |
|---|---|
| Expenditure Required? ☐ Yes ☑ No | Included in Budget? ☐ Yes ☑ No<br>Amount: $ |

RECOMMENDED ACTION:

Approve/Approve with Modifications

SAMPLE MOTION:

Consent Motion.

**POULSBO CITY COUNCIL MEETING OF DECEMBER 19, 2018**

**M I N U T E S**

**PRESENT:** Mayor Erickson; Councilmembers Garland, Lord, McGinty, Musgrove, Stern, Thomas.

Staff: Finance Director Booher, Deputy City Clerk Diehl, Director of Engineering Kasiniak, City Engineer Lenius, Public Works Superintendent Lund, Parks & Recreation Director McCluskey, Human Resources Manager Kingery, IT Manager Stenstrom/IT Senior Technician Williamson.

**ABSENT:** Councilmember Nystul.

**MAJOR BUSINESS ITEMS**

- *** * *** West Poulsbo Waterfront Park Budget Amendment/BA #18-0408
- *** * *** Cemetery Pergola Budget Amendment/BA #18-0409
- *** * *** Ordinance No. 2018-27, Adoption of 2019-2020 Biennial Budget
- *** * *** Collective Bargaining Agreement – Teamsters
- *** * *** Resolution No. 2018-14, 2019 Salaries and Wages
- *** * *** Noll Road Roundabout and Tunnel Consultant Contract Amendment
- *** * *** Forest Rock Lane Pavement Project Construction Contract Award
- *** * *** Bremerton Youth Symphony Performance

## 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Erickson called the meeting to order in the Council Chambers at 7:00 p.m. and led the Pledge of Allegiance.

## 2. AGENDA APPROVAL

Mayor Erickson noted there was a new agenda with a second consent agenda item added. Erickson noted there was some additional info in the teal folders for a few of tonight's agenda items, including: 2019 Salaries & Wages Resolution; the Forest Rock Lane Pavement Project.
**Motion:** Move to approve the agenda as amended.
**Action:** Approve, **Moved by** McGinty, **Seconded by** Garland.
Motion carried.

## 3. COMMENTS FROM CITIZENS

Bill Austin thanked Councilmember Lord for arranging for the city to take over the downtown Christmas lights and was grateful for the thirty volunteers they had this year.

Austin noted: the Poulsbo Cemetery Pergola is mostly finished and just has a few finishing touches left; a bell was donated for the top of the pergola; Santa House was a huge success and raised 300lbs of food and $1500 dollars for fishline; he recently watched the documentary "They Shall Not Grow Old" and highly recommend everyone go see it and it will be playing on day only on December 27th at 4pm and 7pm at the Regal Cinema.

Mayor Erickson asked Mr. Austin if he would assist her with the addition of a Troll under the Adele Ferguson Bridge on Highway 305.

## 4. MAYOR'S REPORT AND COUNCIL COMMENTS

Councilmember Lord stated she attended the Level III Sex Offender meeting, at City Hall last week, and she was shocked with the miscommunication and was very concerned.

Councilmember Thomas stated he attended the aviation outreach meeting for HLS Region 2 meeting on 12/13.

Councilmember Musgrove noted next Saturday was last day of the downtown Holiday Season events such as: Norwegian Father Christmas; horse drawn carriage rides; and the carolers.

Key to the City – Miss Poulsbo:
Mayor Erickson presented Natalia Tucker with a Key to the City for her dedication and work as Miss Poulsbo 2018. Tucker stated she was honored to be at the meeting and appreciated the opportunity to serve as Miss Poulsbo.

Mayor Erickson awarded the Employee of the Quarter to Engineering Technician Charlie Roberts.

## 5. CONSENT AGENDA

**Motion:** Move to approve Consent Agenda items a and b.

The items listed are:

**a.** Budget Amendment #18-0408 – West Poulsbo Waterfront Park
**b.** Budget Amendment #18-0409 – Cemetery Pergola

**Action:** Approve, **Moved by** Lord, **Seconded by** Thomas.
Motion carried.

## 6. BUSINESS AGENDA

**a. Ordinance No. 2018-27, Adoption of the 2019-2020 Biennial Budget**

Finance Director Booher noted this was the adoption of the fund level budget and final step of the biennial budget process.
Councilmember Musgrove was concerned about the council not reviewing the budget line by line which he feels could potentially create policy through budget and he would like council to have more of a discussion on future budgets.

**Motion:** Move to approve Ordinance 2018-27, and ordinance of the City of Poulsbo, Washington, adopting the final budget of the City, for the fiscal years 2019-2020 commencing January 1, 2019, and approving an ordinance summary for publication.
**Action:** Approve, **Moved by** Thomas, **Seconded by** McGinty.
Motion carried unanimously.

**b. Collective Bargaining Agreement - Teamster**

Human Resources Director Kingery noted the current union contact between the City and Teamsters Local 589 expires on December 31, 2018. Kingery stated after numerous negotiating sessions with the bargaining unit, an agreement was reached and the final contract has been ratified by the union. This will be a three-year contract starting January 1, 2019 and expiring December 31, 2021. Kingery briefly explained the language changes in the contract which included: the security clause was updated due to JANIS Supreme Court ruling; it reduced the amount of compensatory time employees could accrue from 80 to 40 hours; provisions in which lunch and break periods are structured; a change to the sick leave policy; an increase in the health reimbursement amount from 70 to 100 dollars a month for the first 2 years; and wage increases of 3.5% for the first year, 3% for the second year, and 2.5% for the third year.

**Motion:** Move to authorize Mayor Erickson to sign the collective bargaining agreement between the City of Poulsbo and Teamsters Local 589 effective January 1, 2019 to December 31, 2021.
**Action:** Approve, **Moved by** Lord, **Seconded by** Stern.
Motion carried unanimously.

**c. Resolution No. 2018-14, 2019 Salaries and Wages**

Human Resources Director Kingery presented the 2019 Salary Schedules changes as followed: Per the Teamsters union contract, the salary schedule is increased by 3.5% which also includes Management employees, Non-represented employees, Mayor,

and the Judge; the Civil Engineering position was moved from range 13 to 17; and the addition of two new Engineering positions which are funded by the Noll Road Project Grant included a Senior Contract Administrator and Construction Manager.

Councilmember Thomas stated the Finance/Administration Committee review this resolution and recommended approval.

**Motion:** Move to approve Resolution No. 2018-14, a Resolution of the City Council of the City of Poulsbo Washington, amending the Salary and Wage schedule for all city employees adopted by Ordinance 84-57 as last amended by Resolution 2018-10.
**Action:** Approve, **Moved by** McGinty, **Seconded by** Thomas.
Motion carried unanimously.

**d. Noll Road Roundabout and Tunnel Consultant Contract Amendment**

Mayor Erickson recused herself from the discussion at 7:33PM and Deputy Mayor McGinty took over the discussion.

City Engineer Lenius presented the Parametrix consultant amendment for the Noll Road project Roundabout and Tunnel design services. Lenius noted the south side of the Noll Corridor which is being referred to as Johnson Parkway, will be an addition of a new roadway starting at Highway 305 and ending at the Storhoff Road intersection. Lenius is requesting approval of the City's portion of the project which includes the design for the roundabout and non-motorized trail under Highway 305. The Roundabout will be WSDOT funded by Connecting WA funds and the city has received $1.5 million dollars in Transportation Improvement Board (TIB) money for construction of the tunnel.
Lenius provided some background on the project which included: project planning began in 1992; corridor study was completed in 2008; grant funding applications were awarded in 2014 and to date the city has received approximately $2.2 million dollars for design and right of way and $6.25 million dollars for construction, with Connecting WA funding the roundabout portion; Parametrix completed an intersection control study in 2015 which recommend a roundabout; WSDOT recommended a roundabout as opposed to signalized intersection; numerous meetings with property owners and the community have taken place in 2015-2018; studies show a decreased number of serious accidents with a roundabout.

Lenius stated tonight's contract amendment would be for $555,314 dollars which includes $511,601 for roundabout design that will be funded by Connecting WA and

$43,713 for the pedestrian tunnel design that will be funded by Traffic Impact Fees, noting all these fees are included in the project budget which has already been approved.

Lenius presented the project schedule which included: Final design in Spring 2019; Advertising in Fall 2019; and Construction in 2020-2021.

Councilmember Thomas questioned what the total cost of the construction would be for this Phase and Lenis estimated in the $15 million-dollar range.
Councilmember Musgrove questioned what the standard cost percentage was for the design of a project like this one was, in which Lenius replied usually about 10-12%. Musgrove also questioned what the outcome of Noll Road would be and Lenius noted it would most likely become a right in right out roadway.

**Motion:** Move to approve the contract with Parametrix in the amount of $555,314 – with the Roundabout design phase of $511,601 subject to obligation of Connect Washington funding and authorize the Deputy Mayor sign the contract on behalf of the City.
**Action:** Approve, **Moved by** Lord, **Seconded by** Stern.
Motion carried unanimously.

**e. Forest Rock Lane Pavement Project Construction Contract Award**

Mayor Erickson rejoined the meeting at 7:47PM.

Engineering Technician Roberts presented the following information on the Forest Rock Lane project: the purpose was to rebuild the Forest Rock Lane due to deterioration of the asphalt; it is 2,400 linear feet of roadway; they have received a $525,000 dollar grant from the Transportation Improvement Board (TIB) with a $150,000 city match; the plan is to pulverize the existing asphalt and use that to rebuild the base of the new road; surrounding residents of the project were invited to a public meeting held at city hall to explain expectations; a portion of the road is being shutdown for the duration of the project; the project schedule included: Advertising on 11/30 & 12/7, Bid Openings on 12/17, Public Works Committee Meeting on 12/19 and Council Meeting on 12/19, with the project slated to start in Spring of 2019 weather dependent; eight bids were received ranging from $600,000 to $850,000 with an engineering estimate of $725,000; the lowest bidder was Seton Construction at $598,800.60; budget for the project was $675,000 (design cost of

$65,000 & construction cost of $720,000) leaving a gap of $110,000; TIB increased funding by $40,000; a budget amendment of $70,000 will be needed to complete the project;.

Councilmember Musgrove noted the Public Works Committee recommended this.

**Motion:** Move to approve the contract with Seton Construction in the amount of $598,800.60 and recommend authorizing the Mayor to sign change orders up to 10% over the contract value. The contract will be awarded once TIB concurrence is also received.
**Action:** Approve, **Moved by** McGinty, **Seconded by** Lord.
Motion carried unanimously.

Move to approve the budget amendment increasing the project budget capacity $110,000 and accepting an additional $40,000 in TIB grant funds.
**Action:** Approve, **Moved by** McGinty, **Seconded by** Thomas.
Motion carried unanimously.

**f. Bremerton Youth Symphony Performance**

Councilmember Lord announced a performance by the Bremerton Youth Symphony will take place after adjournment of council meeting.

## 7. COUNCIL COMMITTEE REPORTS

None.

## 8. DEPARTMENT HEAD COMMENTS

None.

## 9. BOARD/COMMISSION REPORTS

Councilmember Musgrove stated he and Councilmember Thomas attended the Department of Emergency Management HSL Outreach Meeting for aviation and the discussion included; being self-sustaining at the local level for a 30 day time frame during a natural disaster until the federal government responds; the local smaller airports would not be able to support the large aircraft carrying supplies; possible use of the seaplane landing strip in Liberty Bay and the helicopter designated landing areas; they will be contacting the Disaster Aviation Response Team (DART) to see if the seaplane

landing strip would be useable in a smaller scale during an emergency; possibility of creating a location for a staging area for supply trucks; and Councilmember Thomas noted everyone needs to do their part.

## 10. CONTINUED COMMENTS FROM CITIZENS

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

## 11. MAYOR & COUNCILMEMBER COMMENTS

None.

## 12. ADJOURNMENT

**Motion:** Move to adjourn at 8:04 p.m.,
**Action:** Approve, **Moved by** Stern, **Seconded by** Lord.
Motion carried unanimously.

Rebecca Erickson, Mayor

ATTEST:

Rhiannon Fernandez, CMC, City Clerk

*Respectfully prepared and submitted by Kati Diehl*

# POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 02/06/2019

| | |
|---|---|
| AGENDA ITEM: | Minutes of January 16, 2019, City Council Meeting |
| EXHIBITS: | Draft Minutes |
| STAFFED BY: | City Clerk Fernandez |
| CATEGORY: | Consent Agenda |
| MAYOR OK/Initial: | |

SUMMARY STATEMENT:

Attached are the draft minutes of the January 16, 2019, City Council Meeting for your review and approval.

☐ Additional Staff Report Attached

COMMITTEE RECOMMENDATION:

| | | |
|---|---|---|
| | | |

IMPACTS:

| | |
|---|---|
| Expenditure Required? ☐ Yes ☐ No | Included in Budget? ☐ Yes ☐ No<br>Amount: $ |

RECOMMENDED ACTION:

Approve/Approve with Modifications

SAMPLE MOTION:

Move to approve the January 16, 2019, Council meeting minutes as presented.

**POULSBO CITY COUNCIL MEETING OF JANUARY 16, 2019**

**M I N U T E S**

**PRESENT:** Mayor Erickson; Councilmembers Garland, Lord, McGinty, Musgrove, Nystul, Stern.

Staff: Finance Director Booher, City Clerk Fernandez, Public Works Superintendent Lund, Police Chief Schoonmaker, City Engineer Lenius, Associate Planner Coleman, Senior Engineering Technician Hart, Engineer I Roberts, IT Senior Technician Williamson.

**ABSENT:** Councilmember Thomas

**MAJOR BUSINESS ITEMS**

* * * Contract No. KC-256-17-A, Res. 2019 Amendment to Agreement with Kitsap County for Incarceration of City Prisoners
* * * Resolution No. 2019-01, Fee Schedule Resolution Update
* * * Minutes of November 21, 2018, Council Meeting
* * * Minutes of December 5, 2018, Council Meeting
* * * Minutes of December 12, 2018, Council Meeting
* * * Minutes of January 9, 2018, Council Meeting
* * * Set the Docket for the 2019 Comprehensive Plan Amendments
* * * Asset Management Software and Services Purchase Agreement
* * * City Lobbyist Contract and Budget Amendment
* * * Executive Session for Real Estate Matters per RCW 42.30.110(1)(b)

## 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Erickson called the meeting to order in the Council Chambers at 7:00 p.m. and led the Pledge of Allegiance.

## 2. AGENDA APPROVAL

Mayor Erickson noted that there was an amendment to Business Item 6a.

**Motion:** Move to approve the agenda with noted amendment.
**Action:** Approve, **Moved by** Stern, **Seconded by** Nystul.
Motion carried.

## 3. COMMENTS FROM CITIZENS

Steve Smaaladen asked for clarification if Business Agenda Item 6a was pulled from the meeting. Mayor Erickson said a piece has been pulled, but not the whole agenda item.

## 4. MAYOR'S REPORT AND COUNCIL COMMENTS

Councilmember Stern shared the banners that the City is producing to put up on the light poles of SR-305 to promote both of the colleges in Poulsbo. Mayor Erickson said this is a way to demonstrate the City's support of WWU and OC and a way to attract enrollment.

Councilmember Lord noted the City's comprehensive plans calls the City out as a college town. This is something the City has been working on for 10 years. Both colleges are invested in the community. She applauded the Mayor for working with WSDOT to get their permission to install the banners on the highway light poles.

Councilmember Musgrove said we have an upcoming holiday weekend and to be careful when out on the roads and walking.

Councilmember Garland shared that her and her husband are involved with Poulsbo Elementary PTSA and recently her husband applied for and was awarded a grant for hosting an internet safety program in Poulsbo. They will host a digital safety event on February 8, 2019, in celebration of safer internet day.

### a. State of the City January 2019

Mayor Erickson presented the State of City address. Presentation highlights included:

- Olhava-College Market Place-Upper Finn Hill
  - Business revenue stable
  - A new hotel! Spring of 2019?
  - Housing Kitsap apartment building
  - Vista Park, Central Park
  - PFD grant submitted- Poulsbo Event and Recreation Center (PERC)
  - New subdivision- Westwood, Spencer
  - Road improvements: Finn Hill- Spring 2019
- West Poulsbo-Viking Avenue
  - Fishline and Olmsted complete
  - 91-unit apartment building- Arendahl- complete and almost full
  - Retails sales are up: The RV's have come home
  - Stormwater park-waterfront park

    - James Lumber soon to be Advanced Rental
    - Integrity Roofing
- North Viking Avenue
    - Edward Rose moving forward, but slowly
    - Arco AM/PM mini mart now complete and now open
    - Future impact- Kingston Fast Ferry, 40,000 cars a day at Bond and 305!
- Highway 305 Corridor
    - Dog Fish Creek- Centennial Park is beautiful
    - Welcome the Centennial Building: Vibe CoWorks, ChocMo, High Spirts, and Crabtree Kitchen and Bar
    - Forest Rock Lane: repaved this spring
    - Library transfer complete
    - The 305 Building?
    - Striping 10th Avenue
- Historic Downtown
    - Stable and new tenants: increased sales
    - Poulsbo Historical Society: enlarging the Maritime Museum, the Hyak
    - City Hall property 75-unit apartment
    - Police Station as 25 apartments
    - New development in Poulsbo Place? Torval Canyon? Hart Court?
    - Cruise ships twice a week
    - Zoning code changes have an effect
- Old Town – Quiet
    - Antonson Place- 1 left
    - Whitford Cottages- 1 left
    - Shellfish harvesting Liberty Bay
    - Sewer infrastructure complete
- Noll Road, Lincoln, Caldart- East Poulsbo
    - Mountain Aire- 148 houses- complete and sold
    - Peninsula Glen, Woodcreek 64 new apartments
    - Crystal View, Languanet, Blue Heron, Poulsbo Meadows, Mesford, Caldart
    - Morrow Manor- construction this spring
    - Our cemetery is enhanced: the Pergola
    - Johnson Parkway: a roundabout with art
    - The Johnson Parkway Roundabout: a replacement for Noll Road
- Big Questions:
    - Affordable Housing: how do we create more?

- Pedestrian Safety: what is the plan?
- Metropolitan Park District: paying for parks and PERC
- Public safety and social support: where is the balance?
- The need to deal with infrastructure, 50 year questions
- How do we deal with increasing traffic?
- Zoning: do we have enough land for economic growth?
- Zoning: do we have enough land for public spaces?
- Zoning: is there a proper balance?
- How do we keep Poulsbo the town we love and let it grow?

Councilmember Stern shared the largest concern is growth in the town and that citizens feel "we are going to ruin Poulsbo." He has been hearing that through six election cycles. He appreciates the concern, but what is cool is over the six cycles the town has grown from 4,000 to 11,000, and he keeps hearing the verb "ruin" in the future tense. The charm, sense of community, and the beautiful natural environment is still here. That is not to underscore the concern that it could be ruined in the future if we are not careful and sensitive. The Council, Mayor, and staff work hard to keep Poulsbo Poulsbo.

Councilmember Stern commented on the downtown map. The City is looking at some work early in the next decade (2021-2022) on Front Street. He would like the City to try to budget for tabletop crosswalks with LED lights, and a fence preventing jay walking in some of the problematic areas.

Councilmember Stern wants to revisit the 3rd Avenue street level restriction in 2019. He feels it is the most blighted piece of real estate in the downtown corridor.

Councilmember McGinty said the City has been proactive with pedestrian safety, having received a grant for projects. They are looking at different options with the pros and cons. Mayor Erickson said it is a conundrum. There are many people out walking. This needs to be a combination of both good traffic design and people being alert and responsible.

Councilmember Nystul said regarding 3rd Avenue, that staff said it takes about a year to revisit things if there is a problem. He said there is a mechanism to address this. He shares the concerns of the community about growth. He asked the Mayor how the City is doing financially.

Mayor Erickson said financially they are doing well. They were reviewing retail sales tonight in the Finance Committee, and revenues are up 14% over last year. They just achieved the double A bond rating, which is unusual for cities the size of Poulsbo. They are fiscal conservatives at the City of Poulsbo. They don't spend money they

don't have, and are careful when spending the money they do have. There is a huge expenditure facing them for the Johnson Parkway project and the Public Works Facility project. They should be able to do both projects if the cash flow stays the same. Mayor Erickson said growth scares her, but what scares her worse are cities that don't grow, like Hoquiam. Poulsbo is fortunate that it is growing, but Poulsbo must make sure it grows in the right way. They want people to work and live here.

Councilmember Musgrove said regarding 3rd Avenue, he thinks everyone would welcome hearing any ideas coming forward. The concern is they have 20 years and 50 years to look out beyond. For downtown, there is a unique set of circumstances, one of which is it is trapped. It has no where to go or grow. It cannot get any larger; however, it can shrink. If there were some planning done on how to energize the dead space along 3rd Avenue, rather than just fill in holes, then there might be something to get behind, so they don't have to worry about it turning into mostly apartments and a few shops in 20-50 years.

## 5. CONSENT AGENDA

**Motion:** Move to approve Consent Agenda items a through f.

The items listed are:

**a.** Contract No. KC-256-17-A, 2019 Amendment to Agreement with Kitsap County for Incarceration of City Prisoners
**b.** Resolution No. 2019-01, Fee Schedule Resolution Update
**c.** November 21, 2018, Council Minutes Approval
**d.** December 5, 2018, Council Minutes Approval
**e.** December 12, 2018, Council Minutes Approval
**f.** January 9, 2019, Council Minutes Approval

**Action:** Approve, **Moved by** Lord, **Seconded by** McGinty.
Motion carried.

## 6. BUSINESS AGENDA

### a. Set the Docket for the 2019 Comprehensive Plan Amendments

Associate Planner Coleman presented the agenda summary, noting Poulsbo Municipal Code 19.40.050 sets forth the procedure for docketing and reviewing proposed comprehensive plan amendments. Presentation highlights included:

- Setting the docket & review process
- Seven applications submitted:

- Two requests to redesignate and rezone.
  - P-11-13-18-03
    - A request to re-designate and rezone a 2.56-acres located on 5th Ave from Residential Low to Park. If the site-specific amendment is approved, map amendments to Figure LU-1 will be required (along with an update to the City's Zoning Map).
  - P-11-15-18-05
    - A request to re-designate and rezone eight properties located north of McDonalds on Viking Ave NW from Residential Medium to Residential High. If the site-specific amendment is approved, map amendments to Figure LU-1 will be required (along with an update to the City's Zoning Map).
- Four requests for text amendments.
  - P-11-13-18-01
    - This application includes a text amendment to Chapter 12, the Capital Facilities Plan, to incorporate Appendix B-6 to reflect the updated 2018 Urban Paths of Poulsbo.
  - P-11-13-18-02
    - Text amendment to Chapter 12, the Capital Facilities Plan, to incorporate changes recommended by the Parks staff, Parks and Recreation Commission, and citizens.
  - P-11-13-18-04
    - Text amendment to Chapter 12, the Capital Facilities Plan, to update Table CFP-4 (the City of Poulsbo 6-Year Capital Improvement Projects) to reflect the proposed projects listed in the 2019-2024 Capital Improvement Plan.
  - P-11-26-18-01
    - Text amendment to Appendix B-4; Chapter 7; Chapter 12, Capital Facilities Plan for adjustments to funding sources estimated in the Comprehensive Plan, which will result in an increase to Traffic Impact Fees.
- One has been removed from the docket as they were unable to secure a property owner signature.

- P-11-15-18-02 – Site-Specific Request – Columbia Properties

**Motion:** Move to approve with modification of the additional memo the 2019 Comprehensive Plan Docket as set forth in the 2019 Comprehensive Plan Amendment Docket staff memo.

**Action:** Approve, **Moved by** Musgrove, **Seconded by** Lord.

Motion carried.

**b. Asset Management Software and Services Purchase Agreement**

Public Works Superintendent Lund presented the agenda summary, noting the purchase of Cartegraph Enterprise Asset Management Software (EAMS) and Services was recommended for approval by the Public Works Committee on November 14, 2018. A New Program Request for EAMS was approved for the 2019-2020 budget. The Purchase Agreement and a demonstration of the software was presented by staff to the Public Works Committee on January 9, 2019. The Committee recommended Council approval of the Purchase Agreement subject to City Attorney approval. The Purchase Agreement is currently under review by the City Attorney. A software demonstration was given by Engineer I Roberts.

Councilmember McGinty asked how many other cities are using the software. Senior Engineering Technician Hart said Cartegraph has been in business for over 20 years, and there are numerous local cities that use their software. In a national survey, they were ranked in the top three for functionality and cost.

Councilmember Musgrove reported the Public Works Committee reviewed this project and recommended approval. This is an investment, and staff was awarded a time-limited grant to take care of a majority of the expenses. The committee is looking for savings from this investment. Staff will have better planning based on better data.

Councilmember Lord thanked Senior Engineering Technician Hart for getting the grant, which made this project possible and reasonable. This is a money saving thing in the long run if we can stay on top of what we have, instead of responding to emergencies. One selling point was there is an opportunity to customize reports.

Councilmember Nystul said one of the uses of this software is in the storm-sewer system. There will be regulatory savings down the road, because they can document when catch basins and bioswales are being serviced, which will provide data for the Department of Ecology.

**Motion:** Move to approve the Purchase Agreement for Cartegraph Asset Management Software and Services and authorize the Mayor to sign the Purchase Agreement upon final approval of the agreement by the City Attorney.
**Action:** Approve, **Moved by** McGinty, **Seconded by** Lord.
Motion carried.

**c. City Lobbyist Contract and Budget Amendment**

Mayor Erickson said this is an amendment to increase the contract with the city lobbyist. She was trying to negotiate the contract price at a lower rate but was unsuccessful. The City needs his services, he is lobbying on the City's behalf for $2.5MM worth of grant requests for transportation and keeping us informed on other legislative issues. She requests the Council fund the full price of the contract.

Councilmember McGinty said this was discussed at the Finance Committee that things that are happening in the legislature have a significant impact on Poulsbo's future as far as land use and densities. It is important to have someone down there to lobby and watch out for our interests.

Councilmember Lord said there is also an advantage to having historical knowledge. The lobbyist understands Poulsbo and its needs. There would be a learning curve if they didn't want to honor the amount he is requesting in his contract. There isn't time to mess around with that, and he has done superb work for the City.

Councilmember Nystul asked if the City has a legislative agenda. Mayor Erickson said the City's priorities are 1) transportation dollars for Johnson Parkway/Noll Road, 2) transportation funding for the Dogfish Creek Culvert and Bjorgen Creek Culvert replacements, and 3) mental health funding and facilities. She said she needs to write these priorities down. Also, we are having to play defense to make sure local control is not taken away.

Councilmember Stern supports the budget increase and contract. The city lobbyist is effective at what he does, and he has the relationships and understanding of the environment. Poulsbo has a robust agenda, and they need to be proactive and bold, instead of reactive and defensive. He spoke regarding the upcoming AWC City Action Days February 12-14 and the scheduled events during the conference.

Mayor Erickson added there are regional projects for Kitsap transportations/ infrastructure issues that need collaborative work (ex. Gorst, SR-305 Bridge).

Councilmember Musgrove said he is looking forward to creating policies to support the lobbyist to go on the proactive offensive on our behalf. He confirmed the increase will bring the total to $51,000. He asked if there are any things they can put into the list to show wins that are attributable to this investment. Mayor Erickson said last year the lobbyist got the City $800,000.

Councilmember Musgrove asked if the Council could get copies of the legislative plans (both general and 2019) and get more updates from Bryan. Councilmember Stern asked that language be added to the contract that the council receive a bi-weekly summation during the sessions. Mayor Erickson agreed to add that change to the contract.

**Motion:** Move to approve Budget Amendment No. 19-0102 in the amount of $15,000 for lobbying services and move to approve the agreement with BMcConsulting for 2019 Lobbying Services and authorize the Mayor to sign the agreement on behalf of the City as modified.
**Action:** Approve, **Moved by** Garland, **Seconded by** Stern.
Motion carried.

## 7. COUNCIL COMMITTEE REPORTS

*Public Safety/Legal Committee:* Councilmember Nystul reported they received an update on the Public Defender RFP; update on the Port Orchard tornado from Police and Fire; municipal court has expanded to two calendars to relieve capacity concerns; overview of police department (drone program, property/evidence room improvements, community advisory committee formation, accreditation process, future staff retirements); update from Detective Wheeler on drug activities in the community (the committee recommended that the police department give the presentation to the full Council).

*Finance-Administration Committee*: Councilmember Stern reported they looked at the method of reimbursements on the LTAC grants; discussed the executive office reorganization (looking at a full council agenda item in May/June) and reviewed the minutes from November 2018 FAC; the committee is looking at whether they need to develop a policy statement for elected reimbursables; received an update on the public defender contract; reviewed sales tax and REET updates.

## 8. DEPARTMENT HEAD COMMENTS

Public Works Superintendent Lund thanked the Council for approving the Asset Management Contract and asked everyone to be safe on icy roads.

## 9. BOARD/COMMISSION REPORTS

Mayor Erickson reported on the WRIA (Water Resource Inventory Area) meetings she has been attending. It is a two-year process for jurisdictions to come to consensus about their decisions. The Hirst decision has moved the bar – there must be a net benefit, but there is no definition of net benefit. The last ten years have been spent building storm ponds and infiltration for stormwater, and now biologists are saying they don't have enough stream flow.

Councilmember Garland shared the Tree Board's 2018 Annual Report. Councilmember Lord said the Tree Board is one of the City's premier volunteer groups. She is excited about Poulsbo having its own arboretum.

## 10. CONTINUED COMMENTS FROM CITIZENS

Rick Eckert, North Kitsap School District Board Member, complimented the State of the City report. He commented on the intersection by Coffee Oasis, PERC, and city growth. The NKSD Board is looking at enrollment; they are going to be conservative this time. The high school is shifting to a new schedule next year (kids will be able to attend classes between NKHS and Kingston HS).

## 11. MAYOR & COUNCILMEMBER COMMENTS

Councilmember Stern noted that WWU's logo is missing the word "Peninsulas" for the banner design.

Councilmember Lord said a non-profit group has formed to keep tabs on the Viking Avenue Level 3 Sex Offenders group home, and their next meeting is February 9 at the Fire Hall.

Mayor Erickson announced pet adoptions at City Hall on February 14.

Councilmember Garland said her thoughts continue to be with the coast guard families who are affected by the shutdown and all the other federal workers. She encouraged those who need help to not be afraid or ashamed to ask.

**Motion:** Move to adjourn following the executive session,
**Action:** Approve, **Moved by** McGinty, **Seconded by** Stern.
Motion carried unanimously.

Mayor Erickson recused herself at 9:05 p.m. Deputy Mayor McGinty continued chairing the meeting.

## 12. EXECUTIVE SESSION

At 9:05 p.m., the Council recessed into a 10-minute executive session regarding real estate matters pursuant to RCW 42.30.110(1)(b). No action was taken.

## 13. ADJOURNMENT

Deputy Mayor McGinty adjourned the meeting at 9:15 p.m.

_____
Rebecca Erickson, Mayor

ATTEST:

_____
Rhiannon Fernandez, CMC, City Clerk

# POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 02/06/2019

| | |
|---|---|
| AGENDA ITEM: | Budget Amendment/BA# 19-0103 |
| EXHIBITS: | BA# 19-0103 / Hillside Benches |
| STAFFED BY: | Finance Director Booher/Public Works Superintendent Lund |
| CATEGORY: | Consent Agenda |
| MAYOR OK/Initial: | |

SUMMARY STATEMENT:

This budget amendment is to amend the budget for the purchase of 5 Hillside Benches and Plaques and to recognize the Donation funds received. Funds will not be expended if benches are not purchased. Public Works Committee was briefed on the Hillside Bench Program in March 2017.

☐ Additional Staff Report Attached

COMMITTEE RECOMMENDATION:

| | | |
|---|---|---|
| | | |

IMPACTS:

| | |
|---|---|
| Expenditure Required? ☑ Yes ☐ No | Included in Budget? ☐ Yes ☑ No<br>Amount: $ 7,000 |

RECOMMENDED ACTION:

Approval of Budget Amendment #19-0103

SAMPLE MOTION:

Consent Motion.

# CITY OF POULSBO

BUDGET AMENDMENT REQUEST FORM
(MAYOR/COUNCIL APPROVAL REQUIRED)

TO: Mayor Erickson DATE: 1/16/19

FROM: Mike Lund, Public Works Superintendent ML

DESCRIPTION OF BUDGET AMENDMENT REQUEST:

To amend the budget for the anticipated purchase of (5) Hillside Benches and Plaques and to recognize the Donation funds received for same. Funds will not be expended If benches are not purchased. Public Works Committee was briefed on the Hillside Bench Program, March 8, 2017.

| | *Account Number* | *Description* | *Amount* |
|---|---|---|---|
| DECREASE: | | | |
| INCREASE: | 10130000054280 / 50000350 | Ancillary Small Tools | 7,000 |
| INCREASE: | 10130000035040 / 36700000 | Contributions & Donations | 7,000 |

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

TO: Finance Director Booher DATE: 1/28/19

FROM: Mayor Erickson

Approved ____ Disapproved ____

COMMENTS:

TO: Sr Budget Accountant Cunningham DATE: 02/06/19

FROM: Finance Director Booher DATE: 1/29/19 BA#: 19-0103

*Note: This form should be reproduced on PINK paper*

# POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 02/06/2019

| | |
|---|---|
| AGENDA ITEM: | Budget Amendment/BA# 19-0104 |
| EXHIBITS: | BA# 19-0104 / Raab Park Sewer Rehab |
| STAFFED BY: | Finance Director Booher/Director of Engineering Kasiniak |
| CATEGORY: | Consent Agenda |
| MAYOR OK/Initial: | |

SUMMARY STATEMENT:

This budget amendment is to amend the budget to transfer $350,000 for the Raab Park Sewer Rehab project from a 2020 expenditure to a 2019 expenditure. The project is included in the 2019-2020 budget. This project will be completed the same time as the SR305 Manhole Rehab project as a more cost effective measure. This was recommended by the Public Works Committee on 01/23/19.

☐ Additional Staff Report Attached

COMMITTEE RECOMMENDATION:

| | | |
|---|---|---|
| | Public Works | Recommended |

IMPACTS:

| | |
|---|---|
| Expenditure Required? ☑ Yes ☐ No | Included in Budget? ☑ Yes ☐ No<br>Amount: $ 350,000 |

RECOMMENDED ACTION:

Approval of Budget Amendment #19-0104

SAMPLE MOTION:

Consent Motion.

# CITY OF POULSBO

BUDGET AMENDMENT REQUEST FORM
(MAYOR/COUNCIL APPROVAL REQUIRED)

TO: Mayor Erickson DATE: 1/28/19

FROM: Andrzej Kasiniak

DESCRIPTION OF BUDGET AMENDMENT REQUEST:

Budget Amendment to transfer $350,000 for the Raab Park Sewer Rehab project that is currently part of the 2019-2020 Biennial Budget from a 2020 expenditure year to 2019. This project will be completed at the same time as the SR305 Manhole Rehab project as a more cost effective measure. BA recommended by PWC on 1/23/19 and is presented for approval at Council on 2/6/19.

| | *Account Number* | *Description* | *Amount* |
|---|---|---|---|
| DECREASE: | 403 29180000 | Sewer Reserves | 350,000 |
| INCREASE: | 40330000059435 50000620 (no project number yet) | Raab Park Sewer Rehab | 350,000 |

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

TO: Finance Director Booher DATE: 1/28/19

FROM: Mayor Erickson

Approved _____ Disapproved _____

COMMENTS:

TO: Senior Budget Accountant DATE: 02/04/19

FROM: Finance Director Booher DATE: 1/29/19 BA#: 19-0104

*Note: This form should be reproduced on pink paper*

## 2019 - 2024 ENTERPRISE CAPITAL IMPROVEMENTS (Sewer)

| Page | Project Name | Prior Years Costs | Current Years Costs | 2019 Project Cost | 2020 Project Cost | 2021 Project Cost | 2022 Project Cost | 2023 Project Cost | 2024 Project Cost | Total Project Cost |
|---|---|---|---|---|---|---|---|---|---|---|
| | **SEWER PROJECTS** | | | | | | | | | |
| | **11th Ave Sewer Replacement** | | | | | **200,000** | | | | **200,000** |
| | *7-Sewer Reserves* | | | | | 200,000 | | | | 200,000 |
| | **Alasund PS Gravity Connection** | | | | | | | **400,000** | | **400,000** |
| | *7-Sewer Reserves* | | | | | | | 400,000 | | 400,000 |
| | **Kitsap County - Campus Building** | | | | | **221,200** | | | | **221,200** |
| | *7-Sewer Reserves* | | | | | 221,200 | | | | 221,200 |
| | **Kitsap County - Lemolo Force Main Capacity** | | | **200,000** | | | **1,140,000** | **3,600,000** | | **4,940,000** |
| | *7-Sewer Reserves* | | | 200,000 | | | 1,140,000 | 3,600,000 | | 4,940,000 |
| | **Kitsap County - Lemolo Siphon Phase 2** | | **150,000** | **200,000** | **300,000** | | | | | **650,000** |
| | *7-Sewer Reserves* | | 150,000 | 200,000 | 300,000 | | | | | 650,000 |
| | **Kitsap County - Solids Dewatering** | | | **363,400** | | | | | | **363,400** |
| | *7-Sewer Reserves* | | | 363,400 | | | | | | 363,400 |
| | **Kitsap County - UV Upgrades** | | | **331,800** | | | | | | **331,800** |
| | *7-Sewer Reserves* | | | 331,800 | | | | | | 331,800 |
| | **Lemolo House Purchase** | | | **500,000** | | | | | | **500,000** |
| | *7-Sewer Reserves* | | | 500,000 | | | | | | 500,000 |
| | **Noll Road Sewer Improvements** | | **20,000** | **210,000** | **500,000** | | | | | **730,000** |
| | *7-Sewer Reserves* | | 20,000 | 210,000 | 500,000 | | | | | 730,000 |
| | **Old Town Sewer Upgrades** | | | | | **100,000** | **100,000** | | | **200,000** |
| | *7-Sewer Reserves* | | | | | 100,000 | 100,000 | | | 200,000 |
| | **Pump Station Safety Improvements** | | | **150,000** | **150,000** | | | | | **300,000** |
| | *7-Sewer Reserves* | | | 150,000 | 150,000 | | | | | 300,000 |
| | **Raab Park Sewer Rehab** | | | | **350,000** | | | | | **350,000** |
| | *7-Sewer Reserves* | | | | 350,000 | | | | | 350,000 |
| | **SR305 Force Main Extension** | | | | | **200,000** | **2,610,000** | | | **2,810,000** |
| | *7-Sewer Reserves* | | | | | 200,000 | 2,610,000 | | | 2,810,000 |
| | **SR305 Storage Facility** | | | | | | | | **600,000** | **600,000** |
| | *7-Sewer Reserves* | | | | | | | | 600,000 | 600,000 |
| | **Total Sewer Capital Projects** | **$ -** | **$ 170,000** | **$ 1,955,200** | **$ 1,300,000** | **$ 721,200** | **$ 3,850,000** | **$ 4,000,000** | **$ 600,000** | **$ 12,596,400** |
| | **Total Sewer Capital Funding Sources** | **$ -** | **$ 170,000** | **$ 1,955,200** | **$ 1,300,000** | **$ 721,200** | **$ 3,850,000** | **$ 4,000,000** | **$ 600,000** | **$ 12,596,400** |
| | *7-Sewer Reserves* | - | 170,000 | 1,955,200 | 1,300,000 | 721,200 | 3,850,000 | 4,000,000 | 600,000 | 12,596,400 |

# POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 02/06/2019

| | |
|---|---|
| AGENDA ITEM: | Payable Disbursements for December 2018 |
| EXHIBITS: | (a) Monthly Payable Disbursement Register<br>(b) Check Register, EFT Register, Voided Register |
| STAFFED BY: | Finance Director Booher |
| CATEGORY: | Consent Agenda |
| MAYOR OK/Initial: | |

SUMMARY STATEMENT:

To approve Payable Disbursements for the period of December 1 through December 31 2018, in the amount of $3,903,263.15 to include Accounts Payable Check Numbers 10037553 through 10037742, Accounts Payable Voucher Numbers V9001514 through V9001559, Payroll Check Numbers 30037227 through 30037496 and Electronic Disbursement Numbers 218-120 through 218-141.

☐ Additional Staff Report Attached

COMMITTEE RECOMMENDATION:

| | | |
|---|---|---|
| | Finance/Administration | Not Applicable |

IMPACTS:

| | |
|---|---|
| Expenditure Required? ☐ Yes ☐ No | Included in Budget? ☐ Yes ☐ No<br>Amount: $ |

RECOMMENDED ACTION:

To approve Payable Disbursements for the period of December 1 through December 31 2018, in the amount of $3,903,263.15 to include Accounts Payable Check Numbers 10037553 through 10037742, Accounts Payable Voucher Numbers V9001514 through V9001559, Payroll Check Numbers 30037227 through 30037496 and Electronic Disbursement Numbers 218-120 through 218-141.

SAMPLE MOTION:

See Consent Agenda Motion.

SELECTION CRITERIA: chkstat.rundate between '20181201 00:00:00.000' and '20181231 00:00:00.000' and chkstat.chk_status='R'

DISTRIBUTION FUND: 999

| CHECK NUMBER | ISSUE DATE | VENDOR | STATUS | TOTAL | DESCRIPTION |
|---|---|---|---|---|---|
| 9001538 | 12/19/2018 | KEY2PURCHASE | R | 22663.95 | ACCOUNTS PAYABLE CHECK |
| *10037553 | 12/05/2018 | 360 DISC GOLF | R | 192.86 | ACCOUNTS PAYABLE CHECK |
| 10037554 | 12/05/2018 | ACTION COMMUNICATIONS INC | R | 202.18 | ACCOUNTS PAYABLE CHECK |
| 10037555 | 12/05/2018 | ADVANCED RENTALS & SALES | R | 539.51 | ACCOUNTS PAYABLE CHECK |
| 10037556 | 12/05/2018 | ARAMARK UNIFORM SERVICES | R | 49.54 | ACCOUNTS PAYABLE CHECK |
| 10037557 | 12/05/2018 | ASSOCIATED PETROLEUM PROD | R | 339.40 | ACCOUNTS PAYABLE CHECK |
| 10037558 | 12/05/2018 | AUSTIN BILL | R | 41420.00 | ACCOUNTS PAYABLE CHECK |
| 10037559 | 12/05/2018 | JASON BELL | R | 477.67 | ACCOUNTS PAYABLE CHECK |
| 10037560 | 12/05/2018 | BLUE SKY PRINTING LLC (HD | R | 39.77 | ACCOUNTS PAYABLE CHECK |
| 10037561 | 12/05/2018 | CERIUM NETWORKS INC | R | 1569.60 | ACCOUNTS PAYABLE CHECK |
| 10037562 | 12/05/2018 | COMCAST SPOTLIGHT | R | 1000.00 | ACCOUNTS PAYABLE CHECK |
| 10037563 | 12/05/2018 | QUIKRETE HOLDINGS INC | R | 245.00 | ACCOUNTS PAYABLE CHECK |
| 10037564 | 12/05/2018 | CUSTOM BIOPLASTICS INC | R | 666.27 | ACCOUNTS PAYABLE CHECK |
| 10037565 | 12/05/2018 | DIVERSIFICATION, INC | R | 145.13 | ACCOUNTS PAYABLE CHECK |
| 10037566 | 12/05/2018 | FERGUSON ENTERPRISES INC | R | 141913.94 | ACCOUNTS PAYABLE CHECK |
| 10037567 | 12/05/2018 | FILEONQ INC | R | 1651.36 | ACCOUNTS PAYABLE CHECK |
| 10037568 | 12/05/2018 | GOOD TO GO, WA ST DEPT OF | R | 7.00 | ACCOUNTS PAYABLE CHECK |
| 10037569 | 12/05/2018 | GRAY & OSBORNE INC | R | 318.46 | ACCOUNTS PAYABLE CHECK |
| 10037570 | 12/05/2018 | INTERSTATE BATTERY | R | 141.65 | ACCOUNTS PAYABLE CHECK |
| 10037571 | 12/05/2018 | KELLEY IMAGING SYSTEMS IN | R | 745.58 | ACCOUNTS PAYABLE CHECK |
| 10037572 | 12/05/2018 | KELLEY IMAGING SYSTEMS IN | R | 1450.72 | ACCOUNTS PAYABLE CHECK |
| 10037573 | 12/05/2018 | KITSAP COUNTY PUBLIC WORK | R | 19889.89 | ACCOUNTS PAYABLE CHECK |
| 10037574 | 12/05/2018 | KITSAP REGIONAL COOR COUN | R | 25.00 | ACCOUNTS PAYABLE CHECK |
| 10037575 | 12/05/2018 | KITSAP ROWING ASSOCIATION | R | 3972.80 | ACCOUNTS PAYABLE CHECK |
| 10037576 | 12/05/2018 | KITSAP TIRE CENTER INC | R | 41.04 | ACCOUNTS PAYABLE CHECK |
| 10037577 | 12/05/2018 | LACAL EQUIPMENT INC. | R | 143.80 | ACCOUNTS PAYABLE CHECK |
| 10037578 | 12/05/2018 | LAKESIDE INDUSTRIES | R | 829.23 | ACCOUNTS PAYABLE CHECK |
| 10037579 | 12/05/2018 | LINS KATHY K | R | 848.49 | ACCOUNTS PAYABLE CHECK |
| 10037580 | 12/05/2018 | MCKEEMAN & MILLER PLLC | R | 735.00 | ACCOUNTS PAYABLE CHECK |
| 10037581 | 12/05/2018 | NORTH KITSAP CHOIR BOOSTE | R | 300.00 | ACCOUNTS PAYABLE CHECK |
| 10037582 | 12/05/2018 | NORTH KITSAP SCHOOL DISTR | R | 6175.00 | ACCOUNTS PAYABLE CHECK |
| 10037583 | 12/05/2018 | NW ADMIN TRANSFER ACCOUNT | R | 1280.80 | ACCOUNTS PAYABLE CHECK |
| 10037584 | 12/05/2018 | PENINSULA COMMUNITY HEALT | R | 88.44 | ACCOUNTS PAYABLE CHECK |
| 10037585 | 12/05/2018 | PTM DOCUMENT SYSTEMS | R | 110.12 | ACCOUNTS PAYABLE CHECK |
| 10037586 | 12/05/2018 | PYRAMID MATERIALS INC | R | 410.80 | ACCOUNTS PAYABLE CHECK |
| 10037587 | 12/05/2018 | QUADRANT CORPORATION | R | 4000.00 | ACCOUNTS PAYABLE CHECK |
| 10037588 | 12/05/2018 | COAST DO IT BEST HARDWARE | R | 8.06 | ACCOUNTS PAYABLE CHECK |
| 10037589 | 12/05/2018 | SETON CONSTRUCTION INC | R | 170434.07 | ACCOUNTS PAYABLE CHECK |
| 10037590 | 12/05/2018 | SHILOH SCHROEDER DESIGN L | R | 75.00 | ACCOUNTS PAYABLE CHECK |
| 10037591 | 12/05/2018 | STERICYCLE INC | R | 53.43 | ACCOUNTS PAYABLE CHECK |
| 10037592 | 12/05/2018 | STERLING ESTATES INC | R | 1000.00 | ACCOUNTS PAYABLE CHECK |
| 10037593 | 12/05/2018 | STORM LAKE GROWERS INC. | R | 5192.32 | ACCOUNTS PAYABLE CHECK |
| 10037594 | 12/05/2018 | BRIDGESTONE AMERICAS TIRE | R | 1532.73 | ACCOUNTS PAYABLE CHECK |
| 10037595 | 12/05/2018 | TRADEMARK GRAPHICS | R | 50.65 | ACCOUNTS PAYABLE CHECK |
| 10037596 | 12/05/2018 | TURK JULIA | R | 560.00 | ACCOUNTS PAYABLE CHECK |
| 10037597 | 12/05/2018 | SPECTRA LABORATORIES - KI | R | 67.50 | ACCOUNTS PAYABLE CHECK |
| 10037598 | 12/05/2018 | ULINE INC | R | 123.66 | ACCOUNTS PAYABLE CHECK |
| 10037599 | 12/05/2018 | UNUM LIFE INS COMPANY OF | R | 102.30 | ACCOUNTS PAYABLE CHECK |
| 10037600 | 12/05/2018 | US BANK CORPORATE PAYMENT | R | 160.81 | ACCOUNTS PAYABLE CHECK |
| 10037601 | 12/05/2018 | WASHINGTON TRACTOR INCORP | R | 116.47 | ACCOUNTS PAYABLE CHECK |
| 10037602 | 12/05/2018 | WEST SOUND WORKFORCE INC | R | 67.72 | ACCOUNTS PAYABLE CHECK |
| 10037603 | 12/05/2018 | WESTBAY AUTO PARTS | R | 668.19 | ACCOUNTS PAYABLE CHECK |
| 10037604 | 12/12/2018 | ACTION COMMUNICATIONS INC | R | 358.96 | ACCOUNTS PAYABLE CHECK |

SELECTION CRITERIA: chkstat.rundate between '20181201 00:00:00.000' and '20181231 00:00:00.000' and chkstat.chk_status='R'

| | | | | | |
|---|---|---|---|---|---|
| 10037605 | 12/12/2018 | AFLAC INSURANCE | R | 1612.94 | ACCOUNTS PAYABLE CHECK |
| 10037606 | 12/12/2018 | AMERICAN MESSAGING SERVIC | R | 45.32 | ACCOUNTS PAYABLE CHECK |
| 10037607 | 12/12/2018 | ANDERSON JILL | R | 14.58 | ACCOUNTS PAYABLE CHECK |
| 10037608 | 12/12/2018 | ARAMARK UNIFORM SERVICES | R | 49.54 | ACCOUNTS PAYABLE CHECK |
| 10037609 | 12/12/2018 | AT&T FINANCE | R | 49.50 | ACCOUNTS PAYABLE CHECK |
| 10037610 | 12/12/2018 | BAINBRIDGE DISPOSAL INC | R | 68030.01 | ACCOUNTS PAYABLE CHECK |
| 10037611 | 12/12/2018 | CHANDLER LINDA | R | 240.00 | ACCOUNTS PAYABLE CHECK |
| 10037612 | 12/12/2018 | CITY OF POULSBO - HDPA | R | 2250.00 | ACCOUNTS PAYABLE CHECK |
| 10037613 | 12/12/2018 | COLONIAL INSURANCE | R | 883.84 | ACCOUNTS PAYABLE CHECK |
| 10037614 | 12/12/2018 | LN CURTIS AND SONS | R | 2106.61 | ACCOUNTS PAYABLE CHECK |
| 10037615 | 12/12/2018 | DEPARTMENT OF RETIREMENT | R | 86631.61 | ACCOUNTS PAYABLE CHECK |
| 10037616 | 12/12/2018 | DUKES INDUSTRIES LLC | R | 57.23 | ACCOUNTS PAYABLE CHECK |
| 10037617 | 12/12/2018 | HOFFMAN MICHELLE | R | 142.00 | ACCOUNTS PAYABLE CHECK |
| 10037618 | 12/12/2018 | HRA VEBA TRUST | R | 7699.28 | ACCOUNTS PAYABLE CHECK |
| 10037619 | 12/12/2018 | KITSAP COUNTY HUMANE SOCI | R | 2366.00 | ACCOUNTS PAYABLE CHECK |
| 10037620 | 12/12/2018 | KENT D BRUCE | R | 1460.59 | ACCOUNTS PAYABLE CHECK |
| 10037621 | 12/12/2018 | KITSAP 911 PUBLIC AUTHORI | R | 7807.67 | ACCOUNTS PAYABLE CHECK |
| 10037622 | 12/12/2018 | KITSAP TIRE CENTER INC | R | 665.83 | ACCOUNTS PAYABLE CHECK |
| 10037623 | 12/12/2018 | LEADSONLINE | R | 1758.00 | ACCOUNTS PAYABLE CHECK |
| 10037624 | 12/12/2018 | MURRAY DOUGLAS & LIN | R | 34.12 | ACCOUNTS PAYABLE CHECK |
| 10037625 | 12/12/2018 | NET TRANSCRIPTS | R | 105.47 | ACCOUNTS PAYABLE CHECK |
| 10037626 | 12/12/2018 | NORTH KITSAP SCHOOL DISTR | R | 6175.00 | ACCOUNTS PAYABLE CHECK |
| 10037627 | 12/12/2018 | NW ADMIN TRANSFER ACCOUNT | R | 147655.00 | ACCOUNTS PAYABLE CHECK |
| 10037628 | 12/12/2018 | PACIFIC PRINTING | R | 88.01 | ACCOUNTS PAYABLE CHECK |
| 10037629 | 12/12/2018 | PARAMETRIX INC | R | 7063.32 | ACCOUNTS PAYABLE CHECK |
| 10037630 | 12/12/2018 | COAST DO IT BEST HARDWARE | R | 39.94 | ACCOUNTS PAYABLE CHECK |
| 10037631 | 12/12/2018 | RICOH USA INC | R | 237.54 | ACCOUNTS PAYABLE CHECK |
| 10037632 | 12/12/2018 | SHERWIN-WILLIAMS | R | 57.14 | ACCOUNTS PAYABLE CHECK |
| 10037633 | 12/12/2018 | SOUND PUBLISHING | R | 11.58 | ACCOUNTS PAYABLE CHECK |
| 10037634 | 12/12/2018 | TEAMSTERS LOCAL 589 | R | 4014.00 | ACCOUNTS PAYABLE CHECK |
| 10037635 | 12/12/2018 | TIFFIN METAL PRODUCTS | R | 13542.00 | ACCOUNTS PAYABLE CHECK |
| 10037636 | 12/12/2018 | TURK JULIA | R | 640.00 | ACCOUNTS PAYABLE CHECK |
| 10037637 | 12/12/2018 | SPECTRA LABORATORIES - KI | R | 829.00 | ACCOUNTS PAYABLE CHECK |
| 10037638 | 12/12/2018 | VANTAGEPOINT TRANSFER AGE | R | 3795.00 | ACCOUNTS PAYABLE CHECK |
| 10037639 | 12/12/2018 | VERIZON WIRELESS - POLICE | R | 1369.45 | ACCOUNTS PAYABLE CHECK |
| 10037640 | 12/12/2018 | VISIT KITSAP PENINSULA | R | 2083.30 | ACCOUNTS PAYABLE CHECK |
| 10037641 | 12/12/2018 | WA STATE DEPT OF LICENSIN | R | 161.00 | ACCOUNTS PAYABLE CHECK |
| 10037642 | 12/12/2018 | WASHINGTON STATE SUPPORT | R | 225.25 | ACCOUNTS PAYABLE CHECK |
| 10037643 | 12/12/2018 | WEST SOUND WORKFORCE INC | R | 69.02 | ACCOUNTS PAYABLE CHECK |
| 10037644 | 12/12/2018 | WESTERN PETERBILT INC | R | 215.05 | ACCOUNTS PAYABLE CHECK |
| 10037645 | 12/12/2018 | WORKWEAR NORTHWEST | R | 383.63 | ACCOUNTS PAYABLE CHECK |
| 10037646 | 12/19/2018 | ADVANCED RENTALS & SALES | R | 142.69 | ACCOUNTS PAYABLE CHECK |
| 10037647 | 12/19/2018 | ARAMARK UNIFORM SERVICES | R | 49.54 | ACCOUNTS PAYABLE CHECK |
| 10037648 | 12/19/2018 | BLUE SKY PRINTING LLC (HD | R | 2314.94 | ACCOUNTS PAYABLE CHECK |
| 10037649 | 12/19/2018 | BUILDERS EXCHANGE OF WA I | R | 63.45 | ACCOUNTS PAYABLE CHECK |
| 10037650 | 12/19/2018 | CENTRAL HIGHLANDS INC | R | 1000.00 | ACCOUNTS PAYABLE CHECK |
| 10037651 | 12/19/2018 | CITY OF BREMERTON | R | 4681.10 | ACCOUNTS PAYABLE CHECK |
| 10037652 | 12/19/2018 | CITY OF POULSBO | R | 1480.00 | ACCOUNTS PAYABLE CHECK |
| 10037653 | 12/19/2018 | DARICE GRASS | R | 960.60 | ACCOUNTS PAYABLE CHECK |
| 10037654 | 12/19/2018 | DATABAR INC | R | 2698.08 | ACCOUNTS PAYABLE CHECK |
| 10037655 | 12/19/2018 | DOELEMAN COLLEEN | R | 192.00 | ACCOUNTS PAYABLE CHECK |
| 10037656 | 12/19/2018 | DOUBLE D ELECTRICAL INC | R | 12626.92 | ACCOUNTS PAYABLE CHECK |
| 10037657 | 12/19/2018 | CENTURYLINK - ADMIN | R | 3005.83 | ACCOUNTS PAYABLE CHECK |
| 10037658 | 12/19/2018 | CENTURYLINK - PARK&REC | R | 130.83 | ACCOUNTS PAYABLE CHECK |
| 10037659 | 12/19/2018 | CENTURYLINK - PW | R | 256.93 | ACCOUNTS PAYABLE CHECK |
| 10037660 | 12/19/2018 | EVERGREEN RURAL WATER OF | R | 345.00 | ACCOUNTS PAYABLE CHECK |
| 10037661 | 12/19/2018 | FISCHER-BOUMA PARTNERSHIP | R | 8747.50 | ACCOUNTS PAYABLE CHECK |

SELECTION CRITERIA: chkstat.rundate between '20181201 00:00:00.000' and '20181231 00:00:00.000' and chkstat.chk_status='R'

| | | | | | |
|---|---|---|---|---|---|
| 10037662 | 12/19/2018 | FORKS POLICE DEPARTMENT | R | 488.90 | ACCOUNTS PAYABLE CHECK |
| 10037663 | 12/19/2018 | FRITTS DANIEL | R | 850.00 | ACCOUNTS PAYABLE CHECK |
| 10037664 | 12/19/2018 | INTELLISYSTEMS INC | R | 105.00 | ACCOUNTS PAYABLE CHECK |
| 10037665 | 12/19/2018 | KEATING BUCKLIN & MCCORMA | R | 82.50 | ACCOUNTS PAYABLE CHECK |
| 10037666 | 12/19/2018 | KELLEY IMAGING SYSTEMS IN | R | 346.71 | ACCOUNTS PAYABLE CHECK |
| 10037667 | 12/19/2018 | KIMBALL MIDWEST | R | 271.79 | ACCOUNTS PAYABLE CHECK |
| 10037668 | 12/19/2018 | KITSAP COUNTY PUBLIC WORK | R | 55316.00 | ACCOUNTS PAYABLE CHECK |
| 10037669 | 12/19/2018 | KITSAP COUNTY PUBLIC WORK | R | 157.50 | ACCOUNTS PAYABLE CHECK |
| 10037670 | 12/19/2018 | LIKE MEDIA INC. | R | 990.00 | ACCOUNTS PAYABLE CHECK |
| 10037671 | 12/19/2018 | LOFT AT LATITUDE 47.7 | R | 915.00 | ACCOUNTS PAYABLE CHECK |
| 10037672 | 12/19/2018 | LOOMIS | R | 115.63 | ACCOUNTS PAYABLE CHECK |
| 10037673 | 12/19/2018 | RESAGER CHERLYNN | R | 1750.00 | ACCOUNTS PAYABLE CHECK |
| 10037674 | 12/19/2018 | NW ADMIN TRANSFER ACCOUNT | R | 1280.80 | ACCOUNTS PAYABLE CHECK |
| 10037675 | 12/19/2018 | KITSAP COUNTY PUBLIC WORK | R | 9211.44 | ACCOUNTS PAYABLE CHECK |
| 10037676 | 12/19/2018 | WASHINGTON STATE PATROL | R | 276.00 | ACCOUNTS PAYABLE CHECK |
| 10037677 | 12/19/2018 | PUGET SOUND ENERGY | R | 6677.84 | ACCOUNTS PAYABLE CHECK |
| 10037678 | 12/19/2018 | QUADRANT CORPORATION | R | 4000.00 | ACCOUNTS PAYABLE CHECK |
| 10037679 | 12/19/2018 | JOSHUA RANES | R | 73.58 | ACCOUNTS PAYABLE CHECK |
| 10037680 | 12/19/2018 | DANIEL A SHARRON | R | 3435.08 | ACCOUNTS PAYABLE CHECK |
| 10037681 | 12/19/2018 | CIVICPLUS INC. | R | 495.34 | ACCOUNTS PAYABLE CHECK |
| 10037682 | 12/19/2018 | COAST DO IT BEST HARDWARE | R | 28.87 | ACCOUNTS PAYABLE CHECK |
| 10037683 | 12/19/2018 | SEATTLE DAILY JOURNAL OF | R | 220.00 | ACCOUNTS PAYABLE CHECK |
| 10037684 | 12/19/2018 | SONSRAY MACHINERY LLC | R | 62.21 | ACCOUNTS PAYABLE CHECK |
| 10037685 | 12/19/2018 | SOUND PUBLISHING | R | 474.50 | ACCOUNTS PAYABLE CHECK |
| 10037686 | 12/19/2018 | SOUND REPROGRAPHICS | R | 49.83 | ACCOUNTS PAYABLE CHECK |
| 10037687 | 12/19/2018 | STERLING ESTATES INC | R | 1000.00 | ACCOUNTS PAYABLE CHECK |
| 10037688 | 12/19/2018 | BRIDGESTONE AMERICAS TIRE | R | 445.81 | ACCOUNTS PAYABLE CHECK |
| 10037689 | 12/19/2018 | SPECTRA LABORATORIES - KI | R | 115.00 | ACCOUNTS PAYABLE CHECK |
| 10037690 | 12/19/2018 | ULINE INC | R | 10.01 | ACCOUNTS PAYABLE CHECK |
| 10037691 | 12/19/2018 | VALLEY NURSERY INC | R | 113.88 | ACCOUNTS PAYABLE CHECK |
| 10037692 | 12/19/2018 | WA ST CRIMINAL JUSTICE TR | R | 3187.00 | ACCOUNTS PAYABLE CHECK |
| 10037693 | 12/19/2018 | WESTERN PETERBILT INC | R | 793.12 | ACCOUNTS PAYABLE CHECK |
| 10037694 | 12/26/2018 | 2 WATCH MONITORING INC | R | 1463.25 | ACCOUNTS PAYABLE CHECK |
| 10037695 | 12/26/2018 | ALBALA ANITA | R | 300.00 | ACCOUNTS PAYABLE CHECK |
| 10037696 | 12/26/2018 | LAW OFFICE OF THOMAS S AL | R | 5433.11 | ACCOUNTS PAYABLE CHECK |
| 10037697 | 12/26/2018 | ARAMARK UNIFORM SERVICES | R | 49.54 | ACCOUNTS PAYABLE CHECK |
| 10037698 | 12/26/2018 | ASSOCIATED PETROLEUM PROD | R | 377.73 | ACCOUNTS PAYABLE CHECK |
| 10037699 | 12/26/2018 | BRONSTEIN BESS ADRIENNE | R | 375.00 | ACCOUNTS PAYABLE CHECK |
| 10037700 | 12/26/2018 | CASCADE COLUMBIA DISTRIBU | R | 1104.04 | ACCOUNTS PAYABLE CHECK |
| 10037701 | 12/26/2018 | CASCADE NATURAL GAS CORPO | R | 363.84 | ACCOUNTS PAYABLE CHECK |
| 10037702 | 12/26/2018 | CHS INC | R | 13.49 | ACCOUNTS PAYABLE CHECK |
| 10037703 | 12/26/2018 | CENEX FLEETCARD | R | 12800.08 | ACCOUNTS PAYABLE CHECK |
| 10037704 | 12/26/2018 | COMCAST | R | 69.95 | ACCOUNTS PAYABLE CHECK |
| 10037705 | 12/26/2018 | COMCAST SPOTLIGHT | R | 1000.00 | ACCOUNTS PAYABLE CHECK |
| 10037706 | 12/26/2018 | PARSE DARREN | R | 106.68 | ACCOUNTS PAYABLE CHECK |
| 10037707 | 12/26/2018 | DEPARTMENT OF RETIREMENT | R | 61395.06 | ACCOUNTS PAYABLE CHECK |
| 10037708 | 12/26/2018 | DONNA RUSSELL | R | 378.00 | ACCOUNTS PAYABLE CHECK |
| 10037709 | 12/26/2018 | EDGE ANALYTICAL LABORATOR | R | 404.00 | ACCOUNTS PAYABLE CHECK |
| 10037710 | 12/26/2018 | CENTURYLINK - POLICE | R | 85.01 | ACCOUNTS PAYABLE CHECK |
| 10037711 | 12/26/2018 | FERGUSON ENTERPRISES INC | R | 155870.00 | ACCOUNTS PAYABLE CHECK |
| 10037712 | 12/26/2018 | GOLDEN EAGLE HAWK | R | 750.00 | ACCOUNTS PAYABLE CHECK |
| 10037713 | 12/26/2018 | GRETTE ASSOCIATES LLC | R | 680.00 | ACCOUNTS PAYABLE CHECK |
| 10037714 | 12/26/2018 | GUTERSON HENRY | R | 1818.77 | ACCOUNTS PAYABLE CHECK |
| 10037715 | 12/26/2018 | HACH CHEMICAL COMPANY | R | 112.91 | ACCOUNTS PAYABLE CHECK |
| 10037716 | 12/26/2018 | HRA VEBA TRUST | R | 7699.28 | ACCOUNTS PAYABLE CHECK |
| 10037717 | 12/26/2018 | IRON MOUNTAIN INC | R | 98.99 | ACCOUNTS PAYABLE CHECK |
| 10037718 | 12/26/2018 | KEATING BUCKLIN & MCCORMA | R | 110.00 | ACCOUNTS PAYABLE CHECK |

SELECTION CRITERIA: chkstat.rundate between '20181201 00:00:00.000' and '20181231 00:00:00.000' and chkstat.chk_status='R'

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|---|---|---|---|---|---|
| 10037719 | 12/26/2018 | KIDDER MATHEWS INC. | R | 800.00 | ACCOUNTS PAYABLE CHECK |
| 10037720 | 12/26/2018 | KITSAP COUNTY PUBLIC WORK | R | 67869.07 | ACCOUNTS PAYABLE CHECK |
| 10037721 | 12/26/2018 | KNKX PACIFIC PUBLIC MEDIA | R | 2860.00 | ACCOUNTS PAYABLE CHECK |
| 10037722 | 12/26/2018 | LES SCHWAB TIRE CENTER 40 | R | 2.00 | ACCOUNTS PAYABLE CHECK |
| 10037723 | 12/26/2018 | MURRAY DOUGLAS & LIN | R | 32.00 | ACCOUNTS PAYABLE CHECK |
| 10037724 | 12/26/2018 | PACIFIC NW TITLE | R | 208.00 | ACCOUNTS PAYABLE CHECK |
| 10037725 | 12/26/2018 | PARAMETRIX INC | R | 8797.00 | ACCOUNTS PAYABLE CHECK |
| 10037726 | 12/26/2018 | PIONEER RESEARCH CORPORAT | R | 4047.75 | ACCOUNTS PAYABLE CHECK |
| 10037727 | 12/26/2018 | PUBLIC SAFETY TESTING INC | R | 1726.87 | ACCOUNTS PAYABLE CHECK |
| 10037728 | 12/26/2018 | PUGET SOUND ENERGY | R | 27829.10 | ACCOUNTS PAYABLE CHECK |
| 10037729 | 12/26/2018 | COAST DO IT BEST HARDWARE | R | 48.21 | ACCOUNTS PAYABLE CHECK |
| 10037730 | 12/26/2018 | RICOH USA INC | R | 230.51 | ACCOUNTS PAYABLE CHECK |
| 10037731 | 12/26/2018 | SHERWIN-WILLIAMS | R | 36.58 | ACCOUNTS PAYABLE CHECK |
| 10037732 | 12/26/2018 | SOUND PUBLISHING | R | 3132.42 | ACCOUNTS PAYABLE CHECK |
| 10037733 | 12/26/2018 | SOUND REPROGRAPHICS | R | 187.01 | ACCOUNTS PAYABLE CHECK |
| 10037734 | 12/26/2018 | DP TRADING INC | R | 131.70 | ACCOUNTS PAYABLE CHECK |
| 10037735 | 12/26/2018 | PUGET SOUND LANDSCAPING I | R | 1983.80 | ACCOUNTS PAYABLE CHECK |
| 10037736 | 12/26/2018 | THOMSON WEST | R | 255.38 | ACCOUNTS PAYABLE CHECK |
| 10037737 | 12/26/2018 | TRANS4MEDIA LLC | R | 500.00 | ACCOUNTS PAYABLE CHECK |
| 10037738 | 12/26/2018 | UTILITY UNDERGROUND LOCAT | R | 90.86 | ACCOUNTS PAYABLE CHECK |
| 10037739 | 12/26/2018 | VANTAGEPOINT TRANSFER AGE | R | 2395.00 | ACCOUNTS PAYABLE CHECK |
| 10037740 | 12/26/2018 | WA STATE DEPT OF LICENSIN | R | 72.00 | ACCOUNTS PAYABLE CHECK |
| 10037741 | 12/26/2018 | WASHINGTON STATE SUPPORT | R | 225.25 | ACCOUNTS PAYABLE CHECK |
| 10037742 | 12/26/2018 | WEST SOUND WORKFORCE INC | R | 110.43 | ACCOUNTS PAYABLE CHECK |
| *V9001514 | 12/05/2018 | DELL COMPUTER CORPORATION | R | 1510.00 | ACCOUNTS PAYABLE VOUCHER |
| *V9001515 | 12/05/2018 | H D FOWLER COMPANY | R | 1555.66 | ACCOUNTS PAYABLE VOUCHER |
| *V9001516 | 12/05/2018 | CRAIG KELLER | R | 426.00 | ACCOUNTS PAYABLE VOUCHER |
| *V9001517 | 12/05/2018 | VALERIE NAU | R | 213.50 | ACCOUNTS PAYABLE VOUCHER |
| *V9001518 | 12/05/2018 | OGDEN MURPHY WALLACE PLLC | R | 18625.35 | ACCOUNTS PAYABLE VOUCHER |
| *V9001519 | 12/05/2018 | DAMON SALLEE | R | 311.85 | ACCOUNTS PAYABLE VOUCHER |
| *V9001520 | 12/05/2018 | SHARING SIGNS LLC | R | 280.00 | ACCOUNTS PAYABLE VOUCHER |
| *V9001521 | 12/05/2018 | MCFARLAND KEVIN M | R | 225.00 | ACCOUNTS PAYABLE VOUCHER |
| *V9001522 | 12/05/2018 | MELISSA STERN | R | 44.34 | ACCOUNTS PAYABLE VOUCHER |
| *V9001523 | 12/05/2018 | INTERLINE BRANDS INC | R | 268.76 | ACCOUNTS PAYABLE VOUCHER |
| *V9001524 | 12/05/2018 | THE LOGO LOFT INC | R | 49.05 | ACCOUNTS PAYABLE VOUCHER |
| *V9001525 | 12/12/2018 | EDWARD STERN | R | 35.43 | ACCOUNTS PAYABLE VOUCHER |
| *V9001526 | 12/12/2018 | LAURIANN D ATLEE | R | 225.00 | ACCOUNTS PAYABLE VOUCHER |
| *V9001527 | 12/12/2018 | POULSBO POLICE OFFICERS A | R | 900.00 | ACCOUNTS PAYABLE VOUCHER |
| *V9001528 | 12/12/2018 | RAMUNDSEN SUPERION HOLDIN | R | 5651.41 | ACCOUNTS PAYABLE VOUCHER |
| *V9001529 | 12/12/2018 | SOLID WASTE SYSTEMS INC | R | 1674.53 | ACCOUNTS PAYABLE VOUCHER |
| *V9001530 | 12/12/2018 | VOYA | R | 250.00 | ACCOUNTS PAYABLE VOUCHER |
| *V9001539 | 12/19/2018 | CHANDLER ASSET MANAGEMENT | R | 583.33 | ACCOUNTS PAYABLE VOUCHER |
| *V9001540 | 12/19/2018 | CONGER TREVOR J & REBEKAH | R | 9.69 | ACCOUNTS PAYABLE VOUCHER |
| *V9001541 | 12/19/2018 | CRITTER RIDDERS PEST CONT | R | 327.00 | ACCOUNTS PAYABLE VOUCHER |
| *V9001542 | 12/19/2018 | GARDNER BAY CONSULTING, L | R | 1140.00 | ACCOUNTS PAYABLE VOUCHER |
| *V9001543 | 12/19/2018 | JEFFREY TOLMAN | R | 33.20 | ACCOUNTS PAYABLE VOUCHER |
| *V9001544 | 12/19/2018 | LANG RICHARD | R | 66.69 | ACCOUNTS PAYABLE VOUCHER |
| *V9001545 | 12/19/2018 | SKC SOMMUNICATION PRODUCT | R | 14763.78 | ACCOUNTS PAYABLE VOUCHER |
| *V9001546 | 12/19/2018 | RAMUNDSEN SUPERION HOLDIN | R | 5651.41 | ACCOUNTS PAYABLE VOUCHER |
| *V9001547 | 12/19/2018 | INTERLINE BRANDS INC | R | 245.99 | ACCOUNTS PAYABLE VOUCHER |
| *V9001548 | 12/26/2018 | BMCCONSULTING | R | 1250.00 | ACCOUNTS PAYABLE VOUCHER |
| *V9001549 | 12/26/2018 | EDWARD STERN | R | 68.13 | ACCOUNTS PAYABLE VOUCHER |
| *V9001550 | 12/26/2018 | LAURIANN D ATLEE | R | 75.00 | ACCOUNTS PAYABLE VOUCHER |
| *V9001551 | 12/26/2018 | NORTHWEST PASSAGE CHARTER | R | 950.00 | ACCOUNTS PAYABLE VOUCHER |
| *V9001552 | 12/26/2018 | OGDEN MURPHY WALLACE PLLC | R | 8925.95 | ACCOUNTS PAYABLE VOUCHER |
| *V9001553 | 12/26/2018 | POULSBO POLICE OFFICERS A | R | 900.00 | ACCOUNTS PAYABLE VOUCHER |
| *V9001554 | 12/26/2018 | CHARLES ROBERTS | R | 79.68 | ACCOUNTS PAYABLE VOUCHER |

SELECTION CRITERIA: chkstat.rundate between '20181201 00:00:00.000' and '20181231 00:00:00.000' and chkstat.chk_status='R'

| | | | | | |
|---|---|---|---|---|---|
| *V9001555 | 12/26/2018 | MCFARLAND KEVIN M | R | 811.04 | ACCOUNTS PAYABLE VOUCHER |
| *V9001556 | 12/26/2018 | MELISSA STERN | R | 463.25 | ACCOUNTS PAYABLE VOUCHER |
| *V9001557 | 12/26/2018 | THE LOGO LOFT INC | R | 49.05 | ACCOUNTS PAYABLE VOUCHER |
| *V9001558 | 12/26/2018 | ADRIAN UNDERWOOD | R | 100.00 | ACCOUNTS PAYABLE VOUCHER |
| *V9001559 | 12/26/2018 | VOYA | R | 250.00 | ACCOUNTS PAYABLE VOUCHER |
| TOTAL FUND | | | | 1385319.73 | |
| TOTAL REPORT | | | | 1385319.73 | |

DISBURSEMENT REGISTER
December 2018

## ACCOUNTS PAYABLE CLAIMS

| Check Date | Check & Voucher Numbers From | To | | Amount |
|---|---|---|---|---|
| 12/05/2018 | 10037553 | 10037603 | $ | 412,178.96 |
| | V9001514 | V9001524 | $ | 23,509.51 |
| 12/12/2018 | 10037604 | 10037645 | $ | 373,023.33 |
| | V9001525 | V9001530 | $ | 8,736.37 |
| 12/19/2018 | 10037646 | 10037693 | $ | 132,034.75 |
| | V9001531 | V9001547 | $ | 45,485.04 |
| 12/26/2018 | 10037694 | 10037742 | $ | 376,429.67 |
| | V9001548 | V9001559 | $ | 13,922.10 |
| | 10036584 | Void | $ | (48.21) |
| | 10036899 | Void | $ | (80.37) |
| | | **Total Checks:** | **$** | **1,385,191.15** |

## PAYROLL

| Check Date | Check Numbers From | To | | Amount |
|---|---|---|---|---|
| 12/06/2018 | 30037227 | 30037361 | $ | 310,428.92 |
| 12/21/2018 | 30037362 | 30037496 | $ | 219,075.45 |
| | | **Total Checks:** | **$** | **529,504.37** |

## EFT PAYMENTS

| EFT Number | | |
|---|---|---|
| 218-120 | $ | 4,242.50 |
| 218-121 | $ | 114,300.00 |
| 218-122 | $ | 404,900.00 |
| 218-123 | $ | 8,565.74 |
| 218-124 | $ | 224,602.77 |
| 218-125 | $ | 198,656.25 |
| 218-126 | $ | 114,292.70 |
| 218-127 | $ | 26.00 |
| 218-128 | $ | 750,532.08 |
| 218-129 | $ | 3,924.21 |
| 218-130 | $ | 1,051.50 |
| 218-131 | $ | 110.42 |
| 218-132 | $ | 28,071.58 |
| 218-133 | $ | 6,103.89 |
| 218-134 | $ | 22,856.04 |
| 218-135 | $ | 74,492.32 |
| 218-136 | $ | 26.00 |
| 218-137 | $ | 3,757.96 |
| 218-138 | $ | 126.85 |
| 218-139 | $ | 521.09 |
| 218-140 | $ | 816.92 |
| 218-141 | $ | 26,590.81 |
| **Total EFTs:** | **$** | **1,988,567.63** |

**TOTAL ALL DISBURSEMENTS:** **$ 3,903,263.15**

APPROVAL:

Jana Brown
(Audited by Jana Brown)

(Finance Director)

SELECTION CRITERIA: transact.yr='18' and transact.t_c='20' and transact.ck_date between '20181201 00:00:00.000' and '20190128 00:00:
ACCOUNTING PERIOD: 1/19

FUND - 999 - DISBURSEMENT FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORGANIZATION | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 11110000 | 218120 | 12/03/18 | 5815 | US BANK - DEBT SERVICE | 20414200059275 | INT 2010 LOCAL P&R | 0.00 | 4,242.50 |
| 11110000 | 218121 | 12/03/18 | 5815 | US BANK - DEBT SERVICE | 20414200059218 | INT 12 CITY HALL GO | 0.00 | 24,300.00 |
| 11110000 | 218121 | 12/03/18 | 5815 | US BANK - DEBT SERVICE | 20414200059118 | PRIN 12 CITY HALL GO | 0.00 | 90,000.00 |
| TOTAL CHECK | | | | | | | 0.00 | 114,300.00 |
| 11110000 | 218122 | 12/03/18 | 5815 | US BANK - DEBT SERVICE | 20414200059218 | INT 2015 LTGO | 0.00 | 129,900.00 |
| 11110000 | 218122 | 12/03/18 | 5815 | US BANK - DEBT SERVICE | 20414200059118 | PRIN 2015 LTGO | 0.00 | 275,000.00 |
| TOTAL CHECK | | | | | | | 0.00 | 404,900.00 |
| 11110000 | 218123 | 12/03/18 | 5815 | US BANK - DEBT SERVICE | 20414200059221 | INT 2017 LOCAL VEH PD | 0.00 | 8,051.80 |
| 11110000 | 218123 | 12/03/18 | 5815 | US BANK - DEBT SERVICE | 20414200059258 | INT 2017 LOCAL VEH BLD | 0.00 | 513.94 |
| TOTAL CHECK | | | | | | | 0.00 | 8,565.74 |
| 11110000 | 218124 | 12/03/18 | 5815 | US BANK - DEBT SERVICE | 403 | INT - 18 WS REV BOND | 0.00 | 124,602.77 |
| 11110000 | 218124 | 12/03/18 | 5815 | US BANK - DEBT SERVICE | 40330000059135 | PRIN - 18 WS REV BOND | 0.00 | 100,000.00 |
| TOTAL CHECK | | | | | | | 0.00 | 224,602.77 |
| 11110000 | 218125 | 12/03/18 | 5815 | US BANK - DEBT SERVICE | 20414200059218 | INT 2009 CITY HALL GO | 0.00 | 3,656.25 |
| 11110000 | 218125 | 12/03/18 | 5815 | US BANK - DEBT SERVICE | 20414200059118 | PRIN 2009 CITY HALL GO | 0.00 | 195,000.00 |
| TOTAL CHECK | | | | | | | 0.00 | 198,656.25 |
| 11110000 | 218126 | 12/06/18 | 1017 | INTERNAL REVENUE SERVICE | 999 | 120618 P/R TAX | 0.00 | 114,292.70 |
| 11110000 | 218127 | 12/17/18 | 3451 | KEY BANK N.A. | 00114200051850 | INVESTMENTS SAFEKEEPIN | 0.00 | 26.00 |
| 11110000 | 218128 | 12/14/18 | 3451 | KEY BANK N.A. | 331 | POI FHLB 2.875 | 0.00 | 350,532.08 |
| 11110000 | 218128 | 12/14/18 | 3451 | KEY BANK N.A. | 403 | POI FHLB 2.875 | 0.00 | 400,000.00 |
| TOTAL CHECK | | | | | | | 0.00 | 750,532.08 |
| 11110000 | 218129 | 12/17/18 | 5857 | NORTH AMERICAN BANCARD H | 00114200051850 | CRDT CRD DISCNT FEE | 0.00 | 0.74 |
| 11110000 | 218129 | 12/17/18 | 5857 | NORTH AMERICAN BANCARD H | 40130000053400 | CRDT CRD DISCNT FEE | 0.00 | 1,005.32 |
| 11110000 | 218129 | 12/17/18 | 5857 | NORTH AMERICAN BANCARD H | 40330000053500 | CRDT CRD DISCNT FEE | 0.00 | 945.37 |
| 11110000 | 218129 | 12/17/18 | 5857 | NORTH AMERICAN BANCARD H | 40430000053700 | CRDT CRD DISCNT FEE | 0.00 | 959.71 |
| 11110000 | 218129 | 12/17/18 | 5857 | NORTH AMERICAN BANCARD H | 41030000053100 | CRDT CRD DISCNT FEE | 0.00 | 1,013.07 |
| TOTAL CHECK | | | | | | | 0.00 | 3,924.21 |
| 11110000 | 218130 | 12/17/18 | 5857 | NORTH AMERICAN BANCARD H | 00174000057120 | CRDT CRD DISCNT FEE | 0.00 | 1,051.50 |
| 11110000 | 218131 | 12/17/18 | 5857 | NORTH AMERICAN BANCARD H | 40130000053400 | CRDT CRD DISCNT FEE | 0.00 | 28.29 |
| 11110000 | 218131 | 12/17/18 | 5857 | NORTH AMERICAN BANCARD H | 40330000053500 | CRDT CRD DISCNT FEE | 0.00 | 26.61 |
| 11110000 | 218131 | 12/17/18 | 5857 | NORTH AMERICAN BANCARD H | 40430000053700 | CRDT CRD DISCNT FEE | 0.00 | 27.01 |
| 11110000 | 218131 | 12/17/18 | 5857 | NORTH AMERICAN BANCARD H | 41030000053100 | CRDT CRD DISCNT FEE | 0.00 | 28.51 |
| TOTAL CHECK | | | | | | | 0.00 | 110.42 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 00154000054310 | NOV 2018 USE TAX | 0.00 | 5.49 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 00174001057120 | NOV 2018 USE TAX | 0.00 | 5.29 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 00114200056200 | NOV 2018 USE TAX | 0.00 | 3.33 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 00114200056200 | NOV 2018 USE TAX | 0.00 | 1.71 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 00174000057120 | NOV 2018 USE TAX | 0.00 | 5.21 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 00130000057680 | NOV 2018 USE TAX | 0.00 | 113.43 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 00174000055310 | NOV 2018 USE TAX | 0.00 | 10.79 |

SELECTION CRITERIA: transact.yr='18' and transact.t_c='20' and transact.ck_date between '20181201 00:00:00.000' and '20190128 00:00:
ACCOUNTING PERIOD: 1/19

FUND - 999 - DISBURSEMENT FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORGANIZATION | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 00130000053810 | NOV 2018 USE TAX | 0.00 | 6.21 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 00130000053810 | NOV 2018 USE TAX | 0.00 | 8.36 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 00174000057120 | NOV 2018 USE TAX | 0.00 | 45.67 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 00130000053620 | NOV 2018 EXCISE TAX | 0.00 | 12.00 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 00174000057120 | NOV 2018 EXCISE TAX | 0.00 | 354.19 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 19120000052120 | NOV 2018 USE TAX | 0.00 | 123.30 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 19120000052120 | NOV 2018 USE TAX | 0.00 | 29.70 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 30274000059476 | NOV 2018 USE TAX | 0.00 | 260.19 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 40130000053400 | NOV 2018 USE TAX | 0.00 | 2.36 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 40130000053400 | NOV 2018 EXCISE TAX | 0.00 | 6,944.79 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 40330000053500 | NOV 2018 EXCISE TAX | 0.00 | 9,038.11 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 40330000053500 | NOV 2018 USE TAX | 0.00 | 20.34 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 40330000053500 | NOV 2018 USE TAX | 0.00 | 238.37 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 40330000053500 | NOV 2018 USE TAX | 0.00 | 11.75 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 40330000053500 | NOV 2018 USE TAX | 0.00 | 2.37 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 40430000053700 | NOV 2018 EXCISE TAX | 0.00 | 6,040.27 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 40430000053700 | NOV 2018 USE TAX | 0.00 | 13.86 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 40430000053700 | NOV 2018 EXCISE TAX | 0.00 | 2,446.92 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 41030000053100 | NOV 2018 EXCISE TAX | 0.00 | 2,262.41 |
| 11110000 | 218132 | 12/21/18 | 1691 | ST OF WA DEPT OF REVENUE | 632 | NOV 2018 EXCISE TAX | 0.00 | 65.16 |
| TOTAL CHECK | | | | | | | 0.00 | 28,071.58 |
| 11110000 | 218133 | 12/20/18 | 1472 | OFFICE OF STATE TREASURE | 632 | NOV 2018 STATE FEES | 0.00 | 6,103.89 |
| 11110000 | 218134 | 12/21/18 | 2936 | PACIFIC NW TITLE | 31154000059520 | ROW SIBURG ESRW 310810 | 0.00 | 22,856.04 |
| 11110000 | 218135 | 12/21/18 | 1017 | INTERNAL REVENUE SERVICE | 999 | 122118 P/R TAX | 0.00 | 74,492.32 |
| 11110000 | 218136 | 01/15/19 | 3451 | KEY BANK N.A. | 00114200051850 | INVESTMENTS SAFEKEEPIN | 0.00 | 26.00 |
| 11110000 | 218137 | 01/15/19 | 5857 | NORTH AMERICAN BANCARD H | 00114200051850 | CRDT CRD DISCNT FEE | 0.00 | 3.71 |
| 11110000 | 218137 | 01/15/19 | 5857 | NORTH AMERICAN BANCARD H | 13114200057390 | CRDT CRD DISCNT FEE | 0.00 | 7.21 |
| 11110000 | 218137 | 01/15/19 | 5857 | NORTH AMERICAN BANCARD H | 40130000053400 | CRDT CRD DISCNT FEE | 0.00 | 960.11 |
| 11110000 | 218137 | 01/15/19 | 5857 | NORTH AMERICAN BANCARD H | 40330000053500 | CRDT CRD DISCNT FEE | 0.00 | 902.86 |
| 11110000 | 218137 | 01/15/19 | 5857 | NORTH AMERICAN BANCARD H | 40430000053700 | CRDT CRD DISCNT FEE | 0.00 | 916.56 |
| 11110000 | 218137 | 01/15/19 | 5857 | NORTH AMERICAN BANCARD H | 41030000053100 | CRDT CRD DISCNT FEE | 0.00 | 967.51 |
| TOTAL CHECK | | | | | | | 0.00 | 3,757.96 |
| 11110000 | 218138 | 01/15/19 | 5857 | NORTH AMERICAN BANCARD H | 00114200051850 | CRDT CRD DISCNT FEE | 0.00 | 8.25 |
| 11110000 | 218138 | 01/15/19 | 5857 | NORTH AMERICAN BANCARD H | 13114200057390 | CRDT CRD DISCNT FEE | 0.00 | 8.00 |
| 11110000 | 218138 | 01/15/19 | 5857 | NORTH AMERICAN BANCARD H | 40130000053400 | CRDT CRD DISCNT FEE | 0.00 | 28.34 |
| 11110000 | 218138 | 01/15/19 | 5857 | NORTH AMERICAN BANCARD H | 40330000053500 | CRDT CRD DISCNT FEE | 0.00 | 26.65 |
| 11110000 | 218138 | 01/15/19 | 5857 | NORTH AMERICAN BANCARD H | 40430000053700 | CRDT CRD DISCNT FEE | 0.00 | 27.05 |
| 11110000 | 218138 | 01/15/19 | 5857 | NORTH AMERICAN BANCARD H | 41030000053100 | CRDT CRD DISCNT FEE | 0.00 | 28.56 |
| TOTAL CHECK | | | | | | | 0.00 | 126.85 |
| 11110000 | 218139 | 01/15/19 | 5857 | NORTH AMERICAN BANCARD H | 00174000057120 | CRDT CRD DISCNT FEE | 0.00 | 521.09 |
| 11110000 | 218140 | 01/15/19 | 3451 | KEY BANK N.A. | 00114200051850 | 4TH QTR BANKING SERVIC | 0.00 | 635.92 |
| 11110000 | 218140 | 01/15/19 | 3451 | KEY BANK N.A. | 00112000051250 | 4TH QTR BANKING SERVIC | 0.00 | 181.00 |
| TOTAL CHECK | | | | | | | 0.00 | 816.92 |

SELECTION CRITERIA: transact.yr='18' and transact.t_c='20' and transact.ck_date between '20181201 00:00:00.000' and '20190128 00:00:
ACCOUNTING PERIOD: 1/19

FUND - 999 - DISBURSEMENT FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORGANIZATION | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00112000051250 | DEC 2018 USE TAX | 0.00 | 0.72 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00118200051960 | DEC 2018 USE TAX | 0.00 | 0.72 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00120000052110 | DEC 2018 USE TAX | 0.00 | 158.22 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00174000057120 | DEC 2018 USE TAX | 0.00 | 44.58 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00130000051830 | DEC 2018 USE TAX | 0.00 | 1.73 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00154000054310 | DEC 2018 USE TAX | 0.00 | 7.51 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00174000051790 | DEC 2018 USE TAX | 0.00 | 36.87 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00114200056200 | DEC 2018 USE TAX | 0.00 | 1.71 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00114200056200 | DEC 2018 USE TAX | 0.00 | 3.33 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00114200051850 | DEC 2018 USE TAX | 0.00 | 7.74 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00114200051850 | DEC 2018 USE TAX | 0.00 | 9.00 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00130000053810 | DEC 2018 USE TAX | 0.00 | 6.21 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00118600051810 | DEC 2018 USE TAX | 0.00 | 11.85 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00154000054310 | DEC 2018 USE TAX | 0.00 | 34.92 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00130000057680 | DEC 2018 USE TAX | 0.00 | 3.24 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00118200051530 | DEC 2018 USE TAX | 0.00 | 3.24 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00114200056200 | DEC 2018 USE TAX | 0.00 | 3.15 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00114200056200 | DEC 2018 USE TAX | 0.00 | 3.33 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00114200056200 | DEC 2018 USE TAX | 0.00 | 1.71 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00120000052180 | DEC 2018 USE TAX | 0.00 | 15.10 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00130000051830 | DEC 2018 USE TAX | 0.00 | 6.60 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00174000055310 | DEC 2018 USE TAX | 0.00 | 5.39 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00174000055310 | DEC 2018 USE TAX | 0.00 | 19.25 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00130000053810 | DEC 2018 USE TAX | 0.00 | 6.21 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00130000053810 | DEC 2018 USE TAX | 0.00 | 13.28 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00174000057120 | DEC 2018 EXCISE TAX | 0.00 | 108.79 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 00114200051850 | DEC 2018 USE TAX | 0.00 | 6.75 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 10130000054230 | DEC 2018 USE TAX | 0.00 | -22.43 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 10130000054267 | DEC 2018 USE TAX | 0.00 | 6.47 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 17120000052123 | DEC 2018 USE TAX | 0.00 | 96.85 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 17120000052123 | DEC 2018 USE TAX | 0.00 | 25.02 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 17120000052123 | DEC 2018 USE TAX | 0.00 | 62.28 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 17120000052123 | DEC 2018 USE TAX | 0.00 | 49.50 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 30114200059421 | DEC 2018 USE TAX | 0.00 | 1,218.78 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 40130000053400 | DEC 2018 USE TAX | 0.00 | 47.25 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 40130000053400 | DEC 2018 USE TAX | 0.00 | 267.74 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 40130000053400 | DEC 2018 USE TAX | 0.00 | 3.44 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 40130000053400 | DEC 2018 USE TAX | 0.00 | 47.25 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 40130000053400 | DEC 2018 USE TAX | 0.00 | -22.43 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 40130000053400 | DEC 2018 USE TAX | 0.00 | 4.56 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 40130000053400 | DEC 2018 EXCISE TAX | 0.00 | 6,288.95 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 40330000053500 | DEC 2018 EXCISE TAX | 0.00 | 6,506.18 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 40330000053500 | DEC 2018 USE TAX | 0.00 | 364.30 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 40330000053500 | DEC 2018 USE TAX | 0.00 | 47.25 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 40330000053500 | DEC 2018 USE TAX | 0.00 | 267.74 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 40330000053500 | DEC 2018 USE TAX | 0.00 | 47.25 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 40430000053700 | DEC 2018 EXCISE TAX | 0.00 | 6,135.62 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 40430000053700 | DEC 2018 EXCISE TAX | 0.00 | 2,500.92 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 41030000053100 | DEC 2018 EXCISE TAX | 0.00 | 2,036.23 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 41030000053100 | DEC 2018 USE TAX | 0.00 | 6.47 |
| 11110000 | 218141 | 01/23/19 | 1691 | ST OF WA DEPT OF REVENUE | 632 | DEC 2018 EXCISE TAX | 0.00 | 84.47 |
| TOTAL CHECK | | | | | | | 0.00 | 26,590.81 |

SELECTION CRITERIA: transact.yr='18' and transact.t_c='20' and transact.ck_date between '20181201 00:00:00.000' and '20190128 00:00:
ACCOUNTING PERIOD: 1/19

FUND - 999 - DISBURSEMENT FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORGANIZATION | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| TOTAL CASH ACCOUNT | | | | | | | 0.00 | 1,988,567.63 |
| TOTAL FUND | | | | | | | 0.00 | 1,988,567.63 |
| TOTAL REPORT | | | | | | | 0.00 | 1,988,567.63 |

CITY OF POULSBO
CHECK REGISTER INCLUDING SYSTEM VOIDS



SELECTION CRITERIA: chkstat.rundate between '20181201 00:00:00.000' and '20181231 00:00:00.000' and chkstat.chk_status='V'

DISTRIBUTION FUND: 999

| CHECK NUMBER | ISSUE DATE | VENDOR | STATUS | TOTAL | DESCRIPTION |
|---|---|---|---|---|---|
| 9001531 | 12/18/2018 | KEY2PURCHASE | V | 0.00 | VOID: MULTI STUB CHECK |
| 9001532 | 12/18/2018 | KEY2PURCHASE | V | 0.00 | VOID: MULTI STUB CHECK |
| 9001533 | 12/18/2018 | KEY2PURCHASE | V | 0.00 | VOID: MULTI STUB CHECK |
| 9001534 | 12/18/2018 | KEY2PURCHASE | V | 0.00 | VOID: MULTI STUB CHECK |
| 9001535 | 12/18/2018 | KEY2PURCHASE | V | 0.00 | VOID: MULTI STUB CHECK |
| 9001536 | 12/18/2018 | KEY2PURCHASE | V | 0.00 | VOID: MULTI STUB CHECK |
| 9001537 | 12/18/2018 | KEY2PURCHASE | V | 0.00 | VOID: MULTI STUB CHECK |
| *10036584 | 12/19/2018 | COAST DO IT BEST HARDWARE | V | -48.21 | VOID MANUAL CHECK |
| *10036899 | 12/31/2018 | COLLINS PAUL MICHAEL | V | -80.37 | VOID MANUAL CHECK |
| TOTAL FUND | | | | -128.58 | |
| TOTAL REPORT | | | | -128.58 | |

# POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 02/06/2019

| | |
|---|---|
| AGENDA ITEM: | Noll Road Improvement Project Ecology Grant Acceptance |
| EXHIBITS: | Department of Ecology Agreement No. WQSWPC-2016-PoulPW-00036 |
| STAFFED BY: | City Engineer Lenius |
| CATEGORY: | Consent Agenda |
| MAYOR OK/Initial: | |

SUMMARY STATEMENT:

The City applied for a Stormwater retrofit grant from the Department of Ecology in 2015. Funding was delayed in Washington State legislature. The City was recently awarded $250,000 in funding with a $0 City match. This project will improve water quality in the Liberty Bay watershed.

☐ Additional Staff Report Attached

COMMITTEE RECOMMENDATION:

| | | |
|---|---|---|
| 09/12/2018 | Public Works | Recommended |

IMPACTS:

| | |
|---|---|
| Expenditure Required? ☐ Yes ☑ No | Included in Budget? ☑ Yes ☐ No<br>Amount: $ |

RECOMMENDED ACTION:

Recommend acceptance of the $250,000 Department of Ecology grant and authorize the Deputy Mayor to sign the grant agreement on behalf of the City.

SAMPLE MOTION:

Move to approve the $250,000 Department of Ecology grant and authorize the Deputy Mayor to sign the grant agreement on behalf of the City.

DEPARTMENT OF ECOLOGY
State of Washington

# Agreement No. WQSWPC-2016-PoulPW-00036

**WATER QUALITY STORMWATER PRE-CONSTRUCTION GRANTS AGREEMENT**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF POULSBO PUBLIC WORKS DEPARTMENT**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Poulsbo Public Works Department, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

## GENERAL INFORMATION

| | |
|---|---|
| Project Title: | Noll Road Corridor Stormwater Retrofit Design |
| Total Cost: | $250,000.00 |
| Total Eligible Cost: | $250,000.00 |
| Ecology Share: | $250,000.00 |
| Recipient Share: | $0.00 |
| The Effective Date of this Agreement is: | 07/01/2018 |
| The Expiration Date of this Agreement is no later than: | 06/30/2020 |
| Project Type: | Stormwater Green Retrofit Pre-Construction Planning and Design |

Project Short Description:
This project will improve water quality in the Bjorgen Creek and Liberty Bay through the design of green infrastructure facilities, such as bioretention swales and constructed wetlands, and Ecology-approved TAPE facilities, such as modular wetland systems and biopods at Noll Road in the City of Poulsbo. The designed project will treat total suspended solids (TSS) and will also reduce flows to Bjorgen Creek by increasing stormwater infiltration and providing stormwater detention.

Project Long Description:
The project area is in the Liberty Bay watershed within the City of Poulsbo. The city has experienced fast population growth, which has increased the vehicle traffic on existing roads generating increased levels of pollutants. The basin currently discharges untreated stormwater directly to Liberty Bay and to Bjorgen Creek, and to a lesser extent to Lemolo and Dogfish creeks. Bjorgen Creek is listed as impaired for temperature and dissolved oxygen and is part of the Liberty Bay Total Maximum Daily Load (TMDL) plan for bacteria.

The targeted contributing basin for the designed project covers 10 acres of medium to high density residential urban land use and has no provisions for water quality treatment. The design will include green infrastructure facilities, such as bioretention swales and constructed wetlands, and Ecology-approved TAPE facilities, such as modular wetland systems and biopods which will be located on city-owned right-of-way in the Bjorgen Creek watershed. The project will be designed to treat total suspended solids (TSS) and will also reduce flows to Bjorgen Creek by increasing stormwater infiltration and providing stormwater detention.

Overall Goal:
This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

## RECIPIENT INFORMATION

Organization Name: City of Poulsbo Public Works Department

Federal Tax ID: 91-6001488
DUNS Number: 023268964

Mailing Address: 200 NE Moe Street
Poulsbo, WA 98370

Physical Address: 200 NE Moe Street
Poulsbo, Washington 98370

Organization Email: publicworks@cityofpoulsbo.com

### Contacts

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|---|---|
| **Project Manager** | Diane Lenius<br>City Engineer<br><br>200 NE Moe Street<br>Poulsbo, Washington 98370<br>Email: dlenius@cityofpoulsbo.com<br>Phone: (360) 394-9750 |
| **Billing Contact** | April Zieman<br>Contracts Administrator<br><br>200 NE Moe St.<br>Poulsbo, Washington 98370<br>Email: azieman@cityofpoulsbo.com<br>Phone: (360) 394-9746 |
| **Authorized Signatory** | Andrzej Kasiniak<br>Director of Engineering<br><br>200 NE Moe Street<br>Poulsbo, Washington 98370<br>Email: akasiniak@cityofpoulsbo.com<br>Phone: (360) 779-4078 |

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

### Contacts

| | |
|---|---|
| **Project Manager** | Cleo Neculae<br><br>3190 - 160th Ave SE<br>Bellevue, Washington 98008-5452<br>Email: cnec461@ecy.wa.gov<br>Phone: (425) 649-7216 |
| **Financial Manager** | Frances Carver<br><br>PO Box 47600<br>Olympia, Washington 98504-7600<br>Email: fcar461@ecy.wa.gov<br>Phone: (360) 407-6564 |
| **Technical Advisor** | Amanda Heye<br><br>PO Box 47600<br>Olympia, Washington 98504-7600<br>Email: ahey461@ecy.wa.gov<br>Phone: (360) 407-6457 |

## SCOPE OF WORK

Task Number: 1 **Task Cost:** $12,000.00

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: April Zieman

**Project Administration/Management**

**Deliverables**

| Number | Description | Due Date |
|---|---|---|
| 1.1 | Progress Reports | |
| 1.2 | Recipient Closeout Report | |
| 1.3 | Project Outcome Summary Report | |

## SCOPE OF WORK

Task Number: 2 **Task Cost:** $238,000.00

Task Title: Design Plans and Specs, Environmental Review

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).

2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

Task Goal Statement:
The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Recipient Task Coordinator: Diane Lenius

**Design Plans and Specs, Environmental Review**

**Deliverables**

| Number | Description | Due Date |
|---|---|---|
| 2.1 | Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete. | |
| 2.2 | Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL. | |
| 2.3 | Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete. | |
| 2.4 | Design Report. Upload to EAGL and notify ECOLOGY when upload is complete. | |
| 2.5 | Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete. | |
| 2.6 | Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete. | |
| 2.7 | 90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete. | |
| 2.8 | Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete. | |
| 2.9 | Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete. | |
| 2.10 | List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete. | |

## BUDGET

### Funding Distribution EG160691

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

| | | | |
|---|---|---|---|
| Funding Title: | SFAP Green Retrofit Incentive | Funding Type: | Grant |
| Funding Effective Date: | 07/01/2018 | Funding Expiration Date: | 06/30/2020 |

Funding Source:

| | |
|---|---|
| Title: | SFAP-2018 (Pre-Construction Grants: 2018) |
| Type: | State |
| Funding Source %: | 100% |
| Description: | Funds come from the Model Toxic Control Account and State Building Construction Account. It funds projects that reduce the environmental impact of Stormwater pollution |

| | |
|---|---|
| Approved Indirect Costs Rate: | Approved State Indirect Rate: 0% |
| Recipient Match %: | 0% |
| InKind Interlocal Allowed: | No |
| InKind Other Allowed: | No |

Is this Funding Distribution used to match a federal grant? No

| SFAP Green Retrofit Incentive | Task Total |
|---|---|
| Project Administration/Management | $ 12,000.00 |
| Design Plans and Specs, Environmental Review | $ 238,000.00 |
| | **Total: $ 250,000.00** |

**Funding Distribution Summary**

**Recipient / Ecology Share**

| Funding Distribution Name | Recipient Match % | Recipient Share | Ecology Share | Total |
|---|---|---|---|---|
| SFAP Green Retrofit Incentive | 0.00 % | $ 0.00 | $ 250,000.00 | $ 250,000.00 |
| **Total** | | **$ 0.00** | **$ 250,000.00** | **$ 250.000.00** |

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

"Administration Charge" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

"Administrative Requirements" means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

"Annual Debt Service" for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

"Average Annual Debt Service" means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

"Acquisition" means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

"Centennial Clean Water Program" means the state program funded from various state sources.

"Contract Documents" means the contract between the RECIPIENT and the construction contractor for construction of the project.

"Cost Effective Analysis" means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

"Defease" or "Defeasance" means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

"Effective Date" means the earliest date on which eligible costs may be incurred.

"Effective Interest Rate" means the total interest rate established by Ecology that includes the Administrative Charge.

"Estimated Loan Amount" means the initial amount of funds loaned to the RECIPIENT.

"Estimated Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

"Equivalency" means projects designated by ECOLOGY to meet additional federal requirements.

"Expiration Date" means the latest date on which eligible costs may be incurred.

"Final Accrued Interest" means the interest accrued beginning with the first disbursement of funds to the RECIPIENT

through such time as the loan is officially closed out and a final loan repayment schedule is issued.
"Final Loan Amount" means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.
"Final Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.
"Forgivable Principal" means the portion of a loan that is not required to be paid back by the borrower.
"General Obligation Debt" means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.
"General Obligation Payable from Special Assessments Debt" means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
"Gross Revenue" means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.
"Guidelines" means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.
"Initiation of Operation Date" means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.
"Loan" means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.
"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.
"Loan Fund" means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.
"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.
"Loan Term" means the repayment period of the loan.
"Maintenance and Operation Expense" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.
"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.
"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.
"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.
"Project" means the project described in this agreement.
"Project Completion Date" means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.
"Project Schedule" means that schedule for the project specified in the agreement.
"Revenue-Secured Debt" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.
"Reserve Account" means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.
"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors

associated to a RECIPIENT or project.
"Scope of Work" means the tasks and activities constituting the project.
"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.
"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.
"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.
"Termination Date" means the effective date of ECOLOGY's termination of the agreement.
"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.
"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.
"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.
"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.
"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.
"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.
The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.
A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.
B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:
a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.
Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.
d. Real Property Acquisition and Relocation Assistance.
1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.
e. Hazardous Substances.
1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
i. No hazardous substances were found on the site, or
ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.
f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses
The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.
C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.
D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment

reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:
http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180or payeehelpdesk@watech.wa.gov.
E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.
F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.
G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.
H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.
I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.
J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.
K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.
L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.
The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:
1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

2. "Section 319 Initial Data Reporting" form in EAGL.
A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.
B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology Financial Manager.
To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.
The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:
"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."
C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.
D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.
A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".
B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.
D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).
E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements:

RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors,

engineers, vendors, and any other entity for work or services pertaining to this agreement.
"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."
Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.
1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE
G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.
H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.
I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.
The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:
1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form
A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this

loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611
In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.
No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.
2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.
K. Loan Security
Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.
Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.
Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.
Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.
Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.
Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.
L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.
M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the

RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.
N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.
The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.
The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.
O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.
"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:
- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"
P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:
Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.
Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.
Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.
Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

## GENERAL FEDERAL CONDITIONS

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

## GENERAL TERMS AND CONDITIONS

**Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology**

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

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

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) 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.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the

RECIPIENT fails to comply with above requirements.
If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST
RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES
RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.
RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.
ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES
When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:
a) RECIPIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
d) ECOLOGY reviews the RECIPIENT's appeal.
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS
a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance

(QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as

appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.
RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.
All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.
RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.
RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.
Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY
If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.
24. STATE ENVIRONMENTAL POLICY ACT (SEPA)
RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION
When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES
In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.
a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.
For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

27. TERMINATION
a) For Cause
ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience
ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

# POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 02/06/2019

| | |
|---|---|
| AGENDA ITEM: | South Fork Dogfish Creek Retrofit Project Ecology Grant Acceptance |
| EXHIBITS: | Department of Ecology Agreement No. WQC-2018-PoulPW-00158 |
| STAFFED BY: | Director of Engineering Kasiniak |
| CATEGORY: | Consent Agenda |
| MAYOR OK/Initial: | |

SUMMARY STATEMENT:

The City applied for a Stormwater retrofit grant from the Department of Ecology in 2016 for the South Fork Dogfish Creek Retrofit. Funding was delayed in Washington State legislature. The City was recently awarded $227,900 in funding with a $0 City match. This project will improve water quality in Dogfish Creek and Liberty Bay. This grant is for the design of the project.

☐ Additional Staff Report Attached

COMMITTEE RECOMMENDATION:

| | | |
|---|---|---|
| | Committee | Recommended |

IMPACTS:

| | |
|---|---|
| Expenditure Required? ☐ Yes ☑ No | Included in Budget? ☑ Yes ☐ No<br>Amount: $ |

RECOMMENDED ACTION:

Recommend acceptance of the $250,000 Department of Ecology grant and authorize the Deputy Mayor to sign the grant agreement on behalf of the City.

SAMPLE MOTION:

Move to approve the $250,000 Department of Ecology grant and authorize the Deputy Mayor to sign the grant agreement on behalf of the City.

# Agreement No. WQC-2018-PoulPW-00158

**WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF POULSBO- PUBLIC WORKS DEPARTMENT**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Poulsbo- Public Works Department, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

## GENERAL INFORMATION

| | |
|---|---|
| Project Title: | South Fork Dogfish Creek Basin Retrofit Design |
| Total Cost: | $246,305.00 |
| Total Eligible Cost: | $227,900.00 |
| Ecology Share: | $227,900.00 |
| Recipient Share: | $0.00 |
| The Effective Date of this Agreement is: | 07/01/2018 |
| The Expiration Date of this Agreement is no later than: | 06/30/2021 |
| Project Type: | Stormwater Facility |

Project Short Description:

This project will improve water quality in Dogfish Creek and Liberty Bay through the design of green infrastructure and Ecology-approved TAPE facilities in the City of Poulsbo's South Fork Dogfish Creek (SFDC) basin. The project will be designed to remove total suspended solids (TSS), dissolved copper and zinc, and total phosphorus. The facilities will also reduce flows to Dogfish Creek by increasing stormwater infiltration.

Project Long Description:

The project will retrofit a 32-acre urban basin in central Poulsbo. The contributing basin consists of arterial and collector streets with high traffic volumes, the City of Poulsbo library parking lot, a future City park plaza, and high density commercial and residential development. The project area also includes a 2,000-ft segment of State Route 305 (SR305), which is owned by the RECIPIENT and operated by Washington State Department of Transportation with the RECIPIENT responsible for stormwater treatment. Of the 32-acre basin, approximately 25 acres are public property owned by the RECIPIENT.

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The project was ranked as the top implementation priority in the Poulsbo TMDL Implementation Plan (PTIP) based on an integrated watershed assessment of water quality (fecal coliform), impervious surfaces, land use, fish and wildlife habitat, and expected treatment benefits. The PTIP, funded with an Ecology grant, also included a ranking of capital projects and an extensive technical review by a stakeholder group comprised of City, Kitsap County, Kitsap Health District, Suquamish Tribe staff and other stakeholders. The project is also ranked as the top stormwater related Near Term Action (NTA) in Kitsap County by the Puget Sound Partnership, and 15th in the entire Puget Sound region.

This project will improve water quality in Dogfish Creek and Liberty Bay through the design of green infrastructure facilities, such as bioretention and a constructed wetland, and Ecology-approved TAPE facilities, such as modular wetland systems and biopods. The project will be designed to remove total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, dissolved zinc, and total phosphorus. The facilities will also reduce flows to Dogfish Creek by increasing stormwater infiltration. The RECIPIENT will use its effectiveness monitoring plan developed as part of the PTIP to evaluate, sustain and improve project performance.

Overall Goal:
This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

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**RECIPIENT INFORMATION**

Organization Name: City of Poulsbo- Public Works Department

Federal Tax ID: 91-6001488
DUNS Number: 023268964

Mailing Address: 200 NE Moe Street
Poulsbo, WA 98370

Physical Address: 200 NE Moe Street
Poulsbo, Washington 98370

Organization Email: publicworks@cityofpoulsbo.com

## Contacts

| | |
|---|---|
| **Project Manager** | Andrzej Kasiniak<br>Director of Engineering<br><br>200 NE Moe Street<br>Poulsbo, Washington 98370<br>Email: akasiniak@cityofpoulsbo.com<br>Phone: (360) 779-4078 |
| **Billing Contact** | April Zieman<br>Contracts Administrator<br><br>200 NE Moe St.<br>Poulsbo, Washington 98370<br>Email: azieman@cityofpoulsbo.com<br>Phone: (360) 394-9746 |
| **Authorized Signatory** | Andrzej Kasiniak<br>Director of Engineering<br><br>200 NE Moe Street<br>Poulsbo, Washington 98370<br>Email: akasiniak@cityofpoulsbo.com<br>Phone: (360) 779-4078 |

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**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

## Contacts

| | |
|---|---|
| **Project Manager** | Cleo Neculae<br><br>3190 - 160th Ave SE<br>Bellevue, Washington 98008-5452<br>Email: cnec461@ecy.wa.gov<br>Phone: (425) 649-7216 |
| **Financial Manager** | Frances Carver<br><br>PO Box 47600<br>Olympia, Washington 98504-7600<br>Email: fcar461@ecy.wa.gov<br>Phone: (360) 407-6564 |
| **Technical Advisor** | Amanda Heye<br><br>PO Box 47600<br>Olympia, Washington 98504-7600<br>Email: ahey461@ecy.wa.gov<br>Phone: (360) 407-6457 |

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**SCOPE OF WORK**

Task Number: 1 **Task Cost:** $15,720.00

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: April Zieman

**Project Administration/Management**

**Deliverables**

| Number | Description | Due Date |
|---|---|---|
| 1.1 | Quarterly Progress Reports | |
| 1.2 | Recipient Closeout Report | |
| 1.3 | Project Outcome Summary Report | |

**SCOPE OF WORK**

Task Number: 2 **Task Cost:** $212,180.00

Task Title: Design Plans and Specs, Environmental Review

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).

2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

Task Goal Statement:
The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Recipient Task Coordinator: Andrzej Kasiniak

**Design Plans and Specs, Environmental Review**

**Deliverables**

| Number | Description | Due Date |
|---|---|---|
| 2.1 | Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete. | |
| 2.2 | Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL. | |
| 2.3 | Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete. | |
| 2.4 | Design Report. Upload to EAGL and notify ECOLOGY when upload is complete. | |
| 2.5 | Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete. | |
| 2.6 | Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete. | |
| 2.7 | 90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete. | |
| 2.8 | Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete. | |
| 2.9 | Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete. | |
| 2.10 | List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete. | |

## BUDGET

### Funding Distribution EG190225

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP Green Retrofit Incentive
Funding Type: Grant
Funding Effective Date: 07/01/2018
Funding Expiration Date: 06/30/2021

Funding Source:

Title: SFAP-SFY18

Type: State

Funding Source %: 100%

Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

| SFAP Green Retrofit Incentive | Task Total |
|---|---|
| Project Administration/Management | $ 15,720.00 |
| Design Plans and Specs, Environmental Review | $ 212,180.00 |
| | **Total: $ 227,900.00** |

**Funding Distribution Summary**

**Recipient / Ecology Share**

| Funding Distribution Name | Recipient Match % | Recipient Share | Ecology Share | Total |
|---|---|---|---|---|
| SFAP Green Retrofit Incentive | 0.00 % | $ 0.00 | $ 227,900.00 | $ 227,900.00 |
| **Total** | | **$ 0.00** | **$ 227,900.00** | **$ 227.900.00** |

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the

loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

"Termination Date" means the effective date of ECOLOGY's termination of the agreement.

"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:
http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs.

Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package

MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive

technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington,

including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the

RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid

balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing

requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide

to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

**GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for

reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

DRAFT

**GENERAL TERMS AND CONDITIONS**

**Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology**

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

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

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) 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.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the

RECIPIENT fails to comply with above requirements.
If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST
RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES
RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.
RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.
ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES
When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:
a) RECIPIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
d) ECOLOGY reviews the RECIPIENT's appeal.
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS
a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance

(QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as

appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.
RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.
All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.
RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.
RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.
Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY
If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.
24. STATE ENVIRONMENTAL POLICY ACT (SEPA)
RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION
When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES
In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.
a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.
For more suggestions visit ECOLOGY's web page: Green Purchasing, , https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

27. TERMINATION
a) For Cause
ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience
ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

DRAFT

# POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 02/06/2019

| | |
|---|---|
| AGENDA ITEM: | Harrison Force Main Project Acceptance |
| EXHIBITS: | Final Pay Estimate |
| STAFFED BY: | Director of Engineering Kasiniak |
| CATEGORY: | Consent Agenda |
| MAYOR OK/Initial: | |

SUMMARY STATEMENT:

The City has successfully completed this project.

The final contract amount was $864,05.75
The final paid contract total was $855,191.01

There were 6 change orders on the project totaling $123,786.49 - 17% over original contract value (20% over the contract - approved by Council on 10/17/18).

Final payment was made to the contractor on 1/2/2019.

Retention in the amount of $40,960.29 is held on the project and will be released once the project has been accepted and released by all agencies.

☐ Additional Staff Report Attached

COMMITTEE RECOMMENDATION:

| | | |
|---|---|---|
| 01/23/2019 | Public Works | Recommended |

IMPACTS:

| | |
|---|---|
| Expenditure Required? ☐ Yes ☑ No | Included in Budget? ☑ Yes ☐ No<br>Amount: $ |

RECOMMENDED ACTION:

The Engineering Dept. recommends acceptance of the Harrison Force Main project as complete.

SAMPLE MOTION:

Move to approve the Harrison Force Main project as complete.

# HARRISON FORCE MAIN PROJECT
## CN 2018-01

| No. | Description | Unit | Plan Qty. | Bid Unit Price | Bid Total | Previous Qty. | Previous Amount | Previous % | Pay Estimate 5 Qty. | Pay Estimate 5 Amount | Pay Estimate 5 % | Total Qty. | Total Amount | Total % |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **HARRISON FORCE MAIN - SCHEDULE A** | | | | | | | | | | | | | |
| A-1 | MOBILIZATION | LS | 1 | $ 68,000.00 | $ 68,000.00 | 1.00 | $ 68,000.00 | 100.00% | | $ - | 0.00% | 1.00 | $ 68,000.00 | 100.00% |
| A-2 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS | LS | 1 | $ 26,870.00 | $ 26,870.00 | 1.00 | $ 26,870.00 | 100.00% | | $ - | 0.00% | 1.00 | $ 26,870.00 | 100.00% |
| A-3 | ROADWAY EXCAVATION INCLUDING HAUL | CY | 400 | $ 30.00 | $ 12,000.00 | 400.00 | $ 12,000.00 | 100.00% | | $ - | 0.00% | 400.00 | $ 12,000.00 | 100.00% |
| A-4 | CATCH BASIN TYPE 1 | EA | 12 | $ 1,400.00 | $ 16,800.00 | 9.00 | $ 12,600.00 | 75.00% | | $ - | 0.00% | 9.00 | $ 12,600.00 | 75.00% |
| A-4 | **MOH BILLED** - CATCH BASIN TYPE 1 | | | | | 0.00 | $ - | 0.00% | | $ - | | 0.00 | $ - | |
| A-5 | CATCH BASIN TYPE 2 48 IN. DIAM. | EA | 1 | $ 2,755.00 | $ 2,755.00 | 1.00 | $ 2,755.00 | 100.00% | | $ - | 0.00% | 1.00 | $ 2,755.00 | 100.00% |
| A-5 | **MOH BILLED -** CATCH BASIN TYPE 2 48 IN. DIAM. | | | | | 0.00 | $ - | 0.00% | | $ - | | 0.00 | $ - | |
| A-6 | TESTING STORM SEWER PIPE | LF | 560 | $ 2.45 | $ 1,372.00 | 451.00 | $ 1,104.95 | 80.54% | | $ - | 0.00% | 451.00 | $ 1,104.95 | 80.54% |
| A-7 | CORREGATED POLYETHYLENE STORM SEWER PIPE 12 IN DIAM | LF | 310 | $ 39.00 | $ 12,090.00 | 249.20 | $ 9,718.80 | 80.39% | 23.80 | $ 928.20 | 7.68% | 273.00 | $ 10,647.00 | 88.06% |
| A-7 | **MOH BILLED** - CORREGATED POLYETHYLENE STORM SEWER PIPE 12 IN DIAM | | | | | 0.00 | $ - | 0.00% | | $ - | | 0.00 | $ - | |
| A-8 | DUCTILE IRON STORM SEWER PIPE 12 IN DIAM | LF | 250 | $ 100.00 | $ 25,000.00 | 214.80 | $ 21,480.00 | 85.92% | 1.20 | $ 120.00 | 0.48% | 216.00 | $ 21,600.00 | 86.40% |
| A-8 | **MOH BILLED -** DUCTILE IRON STORM SEWER PIPE 12 IN DIAM | | | | | 0.00 | $ - | 0.00% | | $ - | | 0.00 | $ - | |
| A-9 | CONNECTION TO EXISTING STORM SEWER PIPE | EA | 3 | $ 500.00 | $ 1,500.00 | 2.00 | $ 1,000.00 | 66.67% | | $ - | 0.00% | 2.00 | $ 1,000.00 | 66.67% |
| A-10 | CRUSHED SURFACING TOP COURSE | TN | 504 | $ 35.00 | $ 17,640.00 | 487.58 | $ 17,065.30 | 96.74% | 142.42 | $ 4,984.70 | 28.26% | 630.00 | $ 22,050.00 | 125.00% |
| A-11 | PLANING BITUMINOUS PAVEMENT | SY | 473 | $ 15.00 | $ 7,095.00 | 404.97 | $ 6,074.55 | 85.62% | 141.83 | $ 2,127.45 | 29.99% | 546.80 | $ 8,202.00 | 115.60% |
| A-12 | HMA FOR PRELEVELING C1. 1/2 IN.PG 64-22 | TN | 29 | $ 120.00 | $ 3,480.00 | 29.03 | $ 3,483.60 | 100.10% | | $ - | 0.00% | 29.03 | $ 3,483.60 | 100.10% |
| A-13 | HMA C1. 1/2 IN. PG 64-22 | TN | 450 | $ 112.00 | $ 50,400.00 | 533.94 | $ 59,801.28 | 118.65% | | $ - | 0.00% | 533.94 | $ 59,801.28 | 118.65% |
| A-14 | INLET PROTECTION | EA | 13 | $ 126.00 | $ 1,638.00 | 13.00 | $ 1,638.00 | 100.00% | | $ - | 0.00% | 13.00 | $ 1,638.00 | 100.00% |
| A-15 | EROSION CONTROL AND WATER POLLUTION PREVENTION | LS | 1 | $ 13,595.00 | $ 13,595.00 | 1.00 | $ 13,595.00 | 100.00% | | $ - | 0.00% | 1.00 | $ 13,595.00 | 100.00% |
| A-16 | CEMENT CONC. TRAFFIC CURB | LF | 130 | $ 26.00 | $ 3,380.00 | 54.00 | $ 1,404.00 | 41.54% | | $ - | 0.00% | 54.00 | $ 1,404.00 | 41.54% |
| A-17 | PAINT LINE | LF | 1,350 | $ 2.00 | $ 2,700.00 | 0.00 | $ - | 0.00% | 1220.00 | $ 2,440.00 | 90.37% | 1,220.00 | $ 2,440.00 | 90.37% |
| A-18 | PLASTIC CROSSWALK LINE | SF | 210 | $ 11.80 | $ 2,478.00 | 0.00 | $ - | 0.00% | 184.00 | $ 2,171.20 | 87.62% | 184.00 | $ 2,171.20 | 87.62% |
| A-19 | PLASTIC STOP LINE | LF | 27 | $ 35.00 | $ 945.00 | 0.00 | $ - | 0.00% | 29.00 | $ 1,015.00 | 107.41% | 29.00 | $ 1,015.00 | 107.41% |
| A-20 | PERMANENT SIGNING | LS | 1 | $ 944.00 | $ 944.00 | 0.00 | $ - | 0.00% | 1.00 | $ 944.00 | 100.00% | 1.00 | $ 944.00 | 100.00% |
| A-21 | PROJECT TEMPORARY TRAFFIC CONTROL | LS | 1 | $ 97,850.00 | $ 97,850.00 | 1.00 | $ 97,850.00 | 100.00% | | $ - | 0.00% | 1.00 | $ 97,850.00 | 100.00% |
| A-22 | ROADWAY SURVEYING | LS | 1 | $ 12,800.00 | $ 12,800.00 | 1.00 | $ 12,800.00 | 100.00% | | $ - | 0.00% | 1.00 | $ 12,800.00 | 100.00% |
| A-23 | CEMENT CONC. SIDEWALK | SY | 37 | $ 75.00 | $ 2,775.00 | 30.45 | $ 2,283.75 | 82.30% | 2.77 | $ 207.75 | 7.49% | 33.22 | $ 2,491.50 | 89.78% |
| A-24 | CEMENT CONC. CURB RAMP TYPE PARALLEL A | EA | 1 | $ 4,151.00 | $ 4,151.00 | 1.00 | $ 4,151.00 | 100.00% | | $ - | 0.00% | 1.00 | $ 4,151.00 | 100.00% |
| A-25 | CEMENT CONC. CURB RAMP TYPE SINGLE DIRECTION A | EA | 4 | $ 2,655.00 | $ 10,620.00 | 4.00 | $ 10,620.00 | 100.00% | | $ - | 0.00% | 4.00 | $ 10,620.00 | 100.00% |
| A-26 | ADJUST CATCH BASIN | EA | 3 | $ 550.00 | $ 1,650.00 | 3.00 | $ 1,650.00 | 100.00% | | $ - | 0.00% | 3.00 | $ 1,650.00 | 100.00% |
| A-27 | ADJUST VALVE BOX | EA | 1 | $ 400.00 | $ 400.00 | 1.00 | $ 400.00 | 100.00% | | $ - | 0.00% | 1.00 | $ 400.00 | 100.00% |
| A-28 | SPCC PLAN | LS | 1 | $ 1,000.00 | $ 1,000.00 | 1.00 | $ 1,000.00 | 100.00% | | $ - | 0.00% | 1.00 | $ 1,000.00 | 100.00% |
| | | | | | | | | | | | | | | |
| | **SUBTOTAL** | | | | **$ 401,928.00** | | **$ 389,345.23** | | | **$ 14,938.30** | | | **$ 404,283.53** | |
| | | | | | | | | | | | | | | |
| | **SUBTOTAL SCHEDULE A** | | | | **$ 401,928.00** | | **$ 389,345.23** | | | **$ 14,938.30** | **3.72%** | | **$ 404,283.53** | **100.59%** |
| | **SALES TAX INCLUDED IN BID PRICE** | | | | **$ -** | | | | | | | | | |
| | **SUBTOTAL SCHEDULE A** | | | | **$ 401,928.00** | | **$ 389,345.23** | | | **$ 14,938.30** | **3.72%** | | **$ 404,283.53** | **100.59%** |
| | | | | | | | | | | | | | | |
| | **HARRISON FORCE MAIN - SCHEDULE B** | | | | | | | | | | | | | |
| B-1 | TESTING SEWER PIPE | LF | 910 | $ 4.00 | $ 3,640.00 | 850.00 | $ 3,400.00 | 93.41% | | $ - | 0.00% | 850.00 | $ 3,400.00 | 93.41% |
| B-2 | PVC SANITARY SEWER PIPE 10 IN. DIAM | LF | 910 | $ 138.00 | $ 125,580.00 | 850.00 | $ 117,300.00 | 93.41% | | $ - | 0.00% | 850.00 | $ 117,300.00 | 93.41% |
| B-2 | **MOH BILLED** - PVC SANITARY SEWER PIPE 10 IN. DIAM | | | | | 0.00 | $ - | 0.00% | | $ - | | 0.00 | $ - | |
| B-3 | REPLACE 24 IN. MANHOLE LID AND FRAME | EA | 2 | $ 755.00 | $ 1,510.00 | 2.00 | $ 1,510.00 | 100.00% | | $ - | 0.00% | 2.00 | $ 1,510.00 | 100.00% |
| B-3 | **MOH BILLED** - REPLACE 24 IN. MANHOLE LID AND FRAME | | | | | 0.00 | $ - | 0.00% | | $ - | | 0.00 | $ - | 0.00% |
| B-4 | CONNECTION TO EXISTING FORCE MAIN | EST | 1 | $ 10,000.00 | $ 10,000.00 | 4.18 | $ 41,821.46 | 418.21% | (3.18) | $ (31,821.46) | -318.21% | 1.00 | $ 10,000.00 | 100.00% |
| B-5 | EXTRA TRENCH EXCAVATION | CY | 50 | $ 33.00 | $ 1,650.00 | 0.00 | $ - | 0.00% | | $ - | 0.00% | 0.00 | $ - | 0.00% |
| B-6 | REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL | CY | 50 | $ 80.00 | $ 4,000.00 | 7.40 | $ 592.00 | 14.80% | | $ - | 0.00% | 7.40 | $ 592.00 | 14.80% |
| B-7 | GATE VALVE 8 IN. | EA | 9 | $ 2,099.00 | $ 18,891.00 | 9.00 | $ 18,891.00 | 100.00% | | $ - | 0.00% | 9.00 | $ 18,891.00 | 100.00% |
| B-7 | **MOH BILLED** - GATE VALVE 8 IN. | | | | | 0.00 | $ - | 0.00% | | $ - | | 0.00 | $ - | |
| B-8 | COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN. | EA | 1 | $ 4,796.00 | $ 4,796.00 | 1.00 | $ 4,796.00 | 100.00% | | $ - | 0.00% | 1.00 | $ 4,796.00 | 100.00% |
| B-8 | **MOH BILLED** - COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN. | | | | | 0.00 | $ - | 0.00% | | $ - | | 0.00 | $ - | 0.00% |

# HARRISON FORCE MAIN PROJECT
## CN 2018-01

| No. | Description | Unit | Plan Qty. | Bid Unit Price | Bid Total | Previous Qty. | Previous Amount | Previous % | Pay Estimate 5 Qty. | Pay Estimate 5 | Pay Estimate 5 % | Total Qty. | Total Amount | Total % |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| B-9 | HYDRANT ASSEMBLY | EA | 3 | $ 4,988.00 | $ 14,964.00 | 2.00 | $ 9,976.00 | 66.67% | | $ - | 0.00% | 2.00 | $ 9,976.00 | 66.67% |
| B-9 | **MOH BILLED** - HYDRANT ASSEMBLY | | | | | 0.00 | $ - | 0.00% | | $ - | | 0.00 | $ - | |
| B-10 | SERVICE CONNECTION 3/4 IN. DIAM. | EA | 11 | $ 1,082.00 | $ 11,902.00 | 12.00 | $ 12,984.00 | 109.09% | | $ - | 0.00% | 12.00 | $ 12,984.00 | 109.09% |
| B-11 | DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM. | LF | 730 | $ 115.00 | $ 83,950.00 | 613.10 | $ 70,506.50 | 83.99% | 86.90 | $ 9,993.50 | 11.90% | 700.00 | $ 80,500.00 | 95.89% |
| B-11 | **MOH BILLED** - DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM. | | | | | 0.00 | $ - | 0.00% | | $ - | | 0.00 | $ - | |
| B-12 | CONNECTION TO DRAINAGE STRUCTURE | EA | 1 | $ 4,331.00 | $ 4,331.00 | 2.00 | $ 8,662.00 | 200.00% | | $ - | 0.00% | 2.00 | $ 8,662.00 | 200.00% |
| B-13 | UTILITY POTHOLING | EA | 16 | $ 1,575.00 | $ 25,200.00 | 20.00 | $ 31,500.00 | 125.00% | | $ - | 0.00% | 20.00 | $ 31,500.00 | 125.00% |
| | | | | | | | | | | | | | | |
| | **SUBTOTAL SCHEDULE B** | | | | **$ 310,414.00** | | **$ 321,938.96** | | | **$ (21,827.96)** | **-7.03%** | | **$ 300,111.00** | **96.68%** |
| | **SALES TAX 9%** | | | | **$ 27,937.26** | | **$ 28,974.51** | | | **$ (1,964.52)** | **-7.03%** | | **$ 27,009.99** | **96.68%** |
| | **SUBTOTAL SCHEDULE B** | | | | **$ 338,351.26** | | **$ 350,913.47** | | | **$ (23,792.48)** | **-7.03%** | | **$ 327,120.99** | **96.68%** |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | **ORIGINAL CONTRACT AMOUNT SCH A & B** | | | | **$ 740,279.26** | | **$ 740,258.69** | | | **$ (8,854.18)** | **-1.20%** | | **$ 731,404.52** | **98.80%** |
| | | | | | | | | | | | | | | |
| | **CHANGE ORDER #1 - Added 4" and 6" Water Service Stubs** | | | | $ 6,308.94 | | $ 6,308.94 | | | | | | $ 6,308.94 | |
| | **Sales Tax - 9%** | | | | $ 567.81 | | $ 567.81 | | | | | | $ 567.81 | |
| | **CHANGE ORDER #2 - Added Traffic Control on Hostmark** | | | | $ 19,929.37 | | $ 19,929.37 | | | | | | $ 19,929.37 | |
| | **Sales Tax - 9%** | | | | $ 1,793.64 | | $ 1,793.64 | | | | | | $ 1,793.64 | |
| | **CHANGE ORDER #3 - Restock 12" Pipe, Extend Water Service, Water Tie Back Blocking, Add 10" Sewer Gate Valve and Assist PW with Gravity Sewer Break** | | | | $ 4,428.06 | | $ 4,428.06 | | | | | | $ 4,428.06 | |
| | **Sales Tax - 9%** | | | | $ 398.53 | | $ 398.53 | | | | | | $ 398.53 | |
| | **CHANGE ORDER #4 - Working Days Impact (Bid Item A-21)** | | | | $ 13,042.94 | | $ 13,042.94 | | | | | | $ 13,042.94 | |
| | **CHANGE ORDER #5 - Additional Potholes** | | | | $ 14,400.00 | | $ 14,400.00 | | | | | | $ 14,400.00 | |
| | **Sales Tax - 9%** | | | | $ 1,296.00 | | $ 1,296.00 | | | | | | $ 1,296.00 | |
| | **CHANGE ORDER #6 - Force Account Work Reconciliation & CSTC Unit Price Adjustment,** | | | | $ 56,701.98 | | | | | $ 56,701.98 | | | $ 56,701.98 | |
| | **Sales Tax - 9%** | | | | $ 4,919.22 | | | | | $ 4,919.22 | | | $ 4,919.22 | |
| | | | | | | | | | | | | | | |
| | **SUBTOTAL Change Orders** | | | | **$ 123,786.49** | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | **REVISED CONTRACT AMOUNT** | | | | **$ 864,065.75** | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | **SUBTOTAL SCH A & B** | | | | | | **$ 740,258.69** | | | **$ (8,854.18)** | | | **$ 731,404.52** | |
| | **SUBTOTAL Change Orders** | | | | | | **$ 62,165.29** | | | **$ 61,621.20** | | | **$ 123,786.49** | |
| | | | | | | | | | | | | | | |

| | | | |
|---|---|---|---|
| **SUBTOTAL** | **$ 769,393.50** | **$ 49,812.32** | **$ 819,205.82** |
| **SALES TAX (9%)** | **$ 33,030.48** | **$ 2,954.70** | **$ 35,985.18** |
| **SUBTRACT RETAINAGE (5%)** | **$ (38,469.67)** | **$ (2,490.62)** | **$ (40,960.29)** |
| **TOTAL** | **$ 763,954.31** | **$ 50,276.40** | **$ 814,230.71** |
| **PAY AMOUNT** | | **$ 50,276.40** | **$ 814,230.71** |

Prepared By: _____

Checked By: _____

**APPROVED FOR PAYMENT:** 12/10/18
**City of Poulsbo / Date**
DIANE K LENIUS
**PRINT NAME**

**APPROVED FOR PAYMENT:** 12/7/18
**SETON CONSTRUCTION/ Date**
Zach Gustafson
**PRINT NAME**

# POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 02/06/2019

| | |
|---|---|
| AGENDA ITEM: | Public Hearing on Canyon Crest Rezone Concomitant Agreement Release |
| EXHIBITS: | Staff Report with Exhibits |
| STAFFED BY: | Associate Planner Coleman |
| CATEGORY: | Business Agenda |
| MAYOR OK/Initial: | |

SUMMARY STATEMENT:

The Poulsbo Planning and Economic Development Department has received an application requesting release of a concomitant agreement attached to the property at the NW corner of 1st Avenue and Torval Canyon Road. Tax parcel number: 142601-2-030-2009. The concomitant agreement was for a rezone of the property from R1 (Residential Single-Family) to R4 (Residential Four-Plex) in 1983.

Release of the concomitant agreement is a Type V permit and requires a public hearing and decision by City Council.

If the release is approved, the City Council will need to adopt an ordinance approving the concomitant agreement release and adopting findings and conclusions.

☑ Additional Staff Report Attached

COMMITTEE RECOMMENDATION:

| | | |
|---|---|---|
| | Committee | Recommended |

IMPACTS:

| | |
|---|---|
| Expenditure Required? ☐ Yes ☐ No | Included in Budget? ☐ Yes ☑ No<br>Amount: $ |

RECOMMENDED ACTION:

Approve the release of the concomitant agreement.

SAMPLE MOTION:

MOVE to (approve) (approve with modifications) (deny) the requested Canyon Crest Rezone Concomitant Agreement release, as identified in staff report Exhibit B, and direct the Planning and Economic Development Director to prepare and adopting ordinance in support of this decision.

# STAFF REPORT

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


## Staff Report
## Concomitant Agreement Release Request – Canyon Crest Rezone

**To:** Poulsbo City Council and Mayor Erickson
**From:** Nikole Coleman, Associate Planner
**Date:** January 30, 2019
**Subject:** Canyon Crest Rezone Concomitant Agreement Release Request

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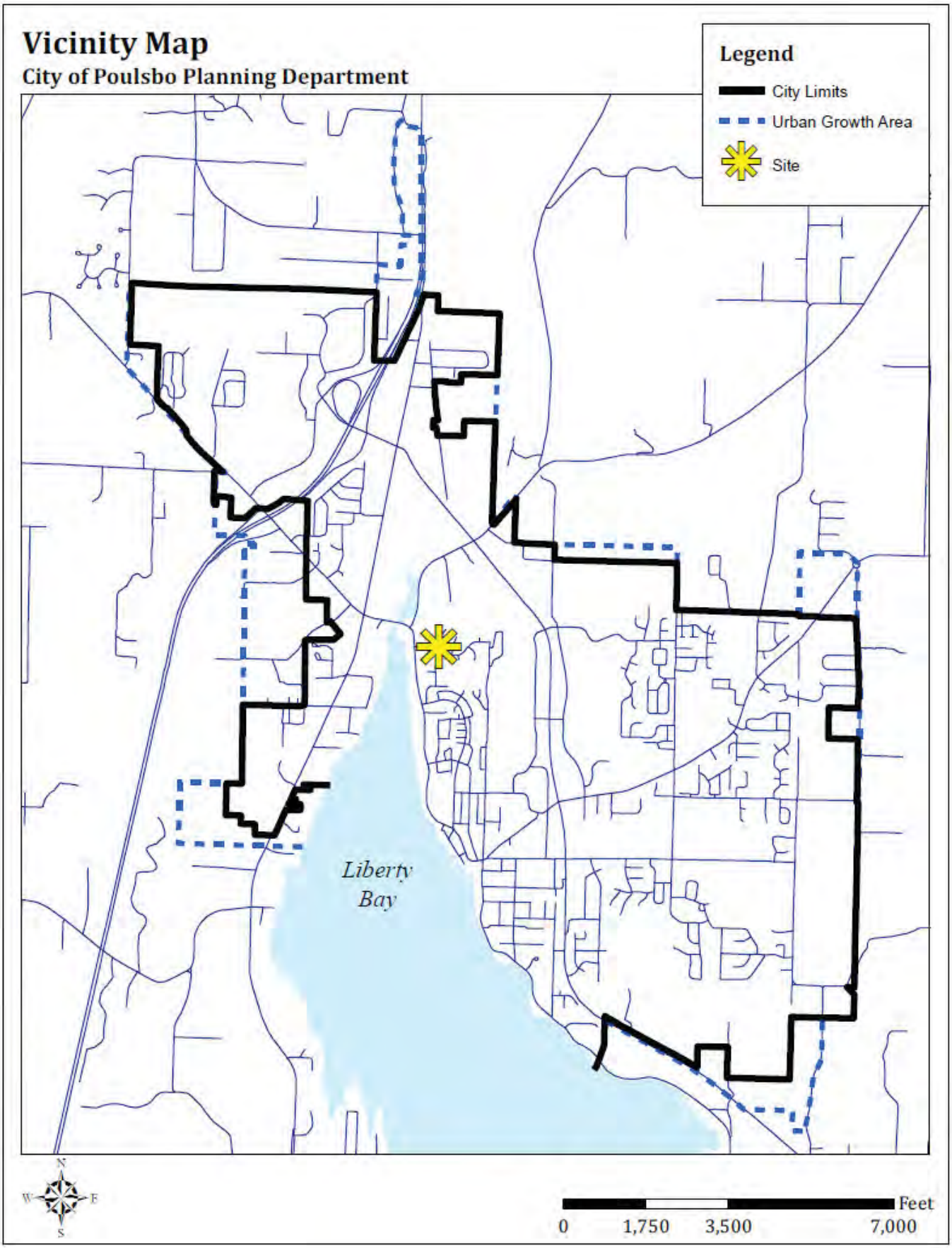
Planning and Economic Development (PED) staff respectfully recommends approval of the Canyon Crest Rezone Concomitant Agreement Release Request, Planning File P-10-26-18-01.

**ACTION:**

The City Council shall hereby (approve) (approve with modifications) (deny) the Canyon Crest Rezone Concomitant Agreement release, Planning File P-10-26-18-01 **and** direct the Planning and Economic Development Director to prepare an adopting ordinance in support of this decision.

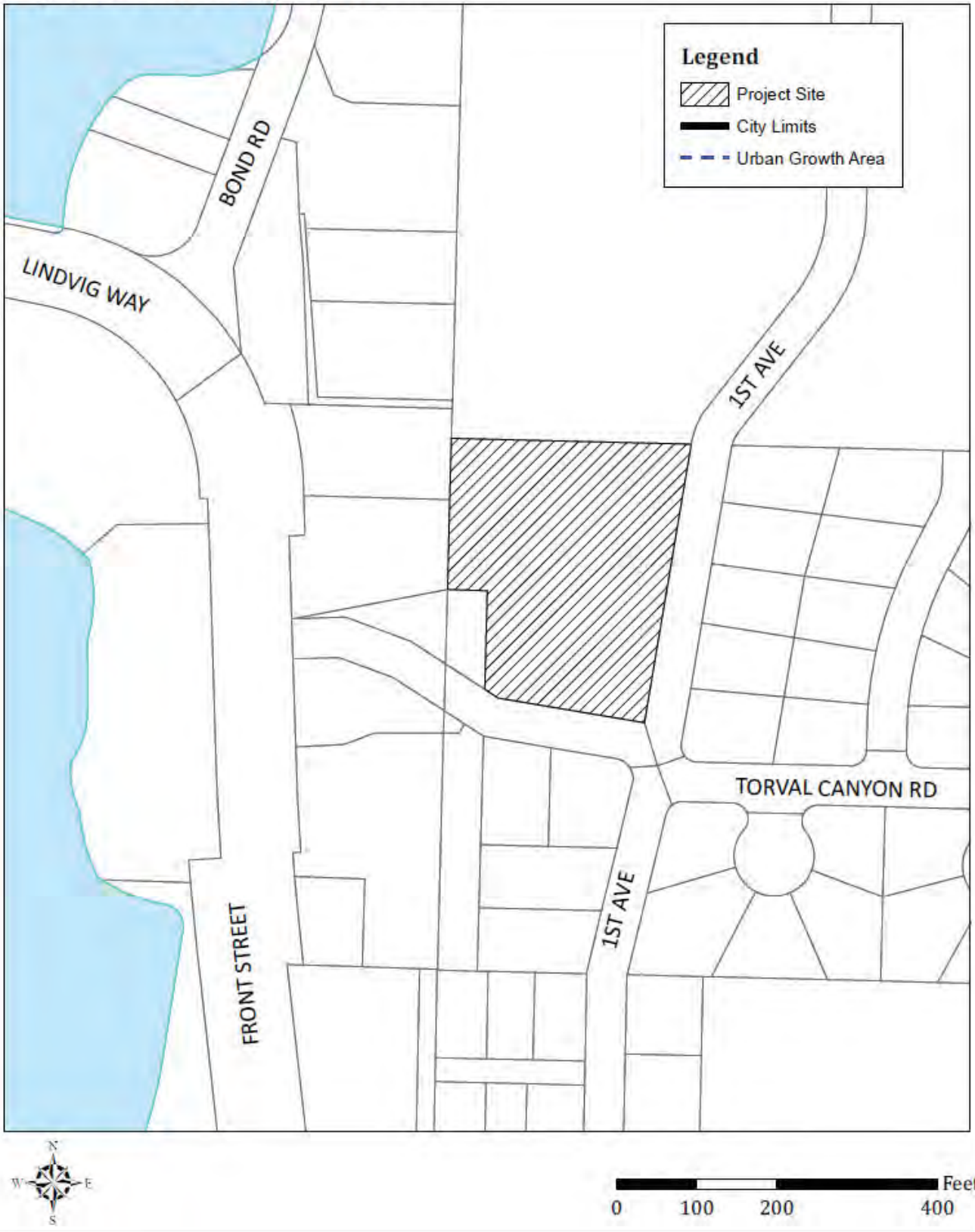
**CONTENTS:**


Page 2 City Vicinity Map
Page 3 Site Vicinity Map
Page 4 Comprehensive Plan and Zoning Map
Page 5 Staff Report
Page 7 Staff Comments and Recommendations
Page 8 Exhibits


Vicinity Map
City of Poulsbo Planning Department
Legend
City Limits
Urban Growth Area
Site
Liberty Bay
N
W
E
S
Feet
0
1,750
3,500
7,000

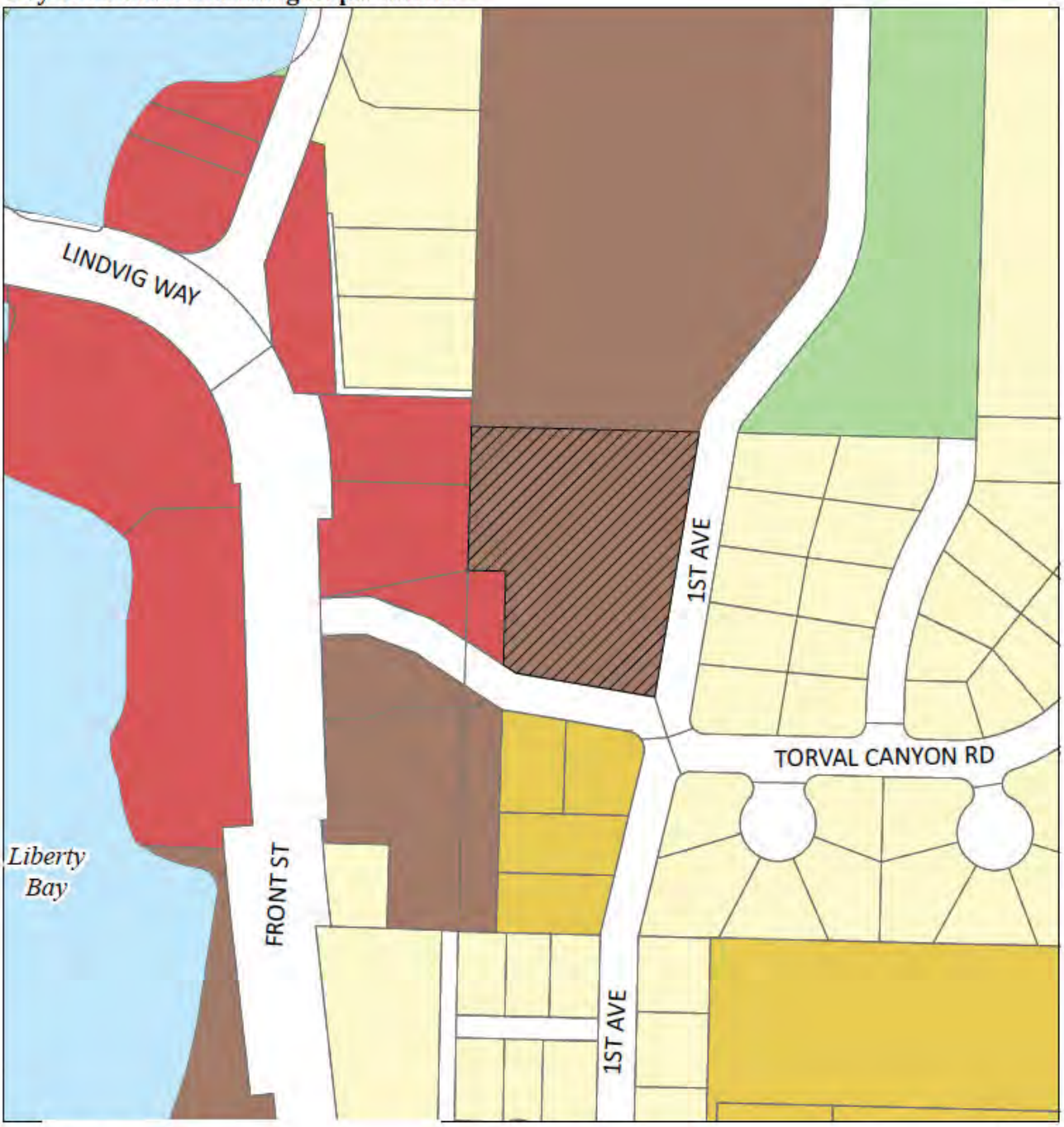
# Project Site Map

## City of Poulsbo Planning Department



# Zoning Ordinance Map

**City of Poulsbo Planning Department**



# CANYON CREST REZONE CONCOMITANT AGREEMENT RELEASE REQUEST
## PLANNING FILE: P-10-26-18-01

## I. *GENERAL INFORMATION*

**Applicant:** Jim Laughlin | PO Box 10607, Bainbridge Island, WA 98110

**Owner:** Alpha Resources LLC | 1001 4th Ave, Suite 4330 | Seattle, WA 98154

**Site Location:** NW Corner of Torval Canyon Rd and 1st Avenue | Poulsbo WA

**Parcel No:** 142601-2-030-2009

**Land Use Review:** Concomitant Agreement Release (Type V)

**City Council Public Hearing:** February 6, 2019 at 7pm or soon thereafter

**Staff Contact:** Planning and Economic Development Department
200 NE Moe Street, Poulsbo, WA 98370
Phone: (360) 394-9882 | E-mail: plan&econ@cityofpoulsbo.com

**Description of Proposal:** The proposal is to release a concomitant agreement known as the "Canyon Crest Rezone." The concomitant agreement approved rezone of the property from Residential Single-Family to Residential Multi-Family, subject to certain conditions. Concomitant agreements are recorded onto the property; the Canyon Crest concomitant agreement was approved and recorded in 1983, under Auditor File 8306160182. Release of a concomitant agreement is a Type V permit and requires a public hearing before the City Council. This application is not a proposal for development; any proposed redevelopment or new development will be processed under a separate land use permit with its own noticing requirements

**Legal Description:**
THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING NORTH OF THE NORTH MARGIN OF THAT CERTAIN RIGHT OF WAY DEEDED TO CITY OF POULSBO, UNDER AUDITOR'S FILE NO. 1102630: THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SUBDIVISION, WHICH LIES 854.54 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE EAST 50 FEET; THENCE SOUTH, TO A POINT ON THE SOUTH LINE OF SAID SUBDIVISION WHICH LIES 50 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE EAST, ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE WESTERLY MARGIN LINE OF OLYMPIC AVENUE, AS CONVEYED TO THE TOWN OF POULSBO, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 685470; THENCE NORTHERLY ALONG SAID WESTERLY MARGIN LINE TO THE NORTH LINE OF SAID SUBDIVISION; THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

**Comprehensive Plan and Zoning Designation:**

| | |
|---|---|
| Site: | Residential High (RH) |
| North: | Residential High (RH) |
| South: | Residential Medium (RM) |
| East: | Residential Low (RL) |
| West: | Commercial/C-2 Viking Ave |

**Existing Land Use:**

| | |
|---|---|
| Site: | Commercial |
| North: | Multi-family residences |
| South: | Single and Multi-family residence |
| East: | Single-family residences |
| West: | Personal Services/Office |

**Site Features:**
The site is with approximately 84,942 square feet of vacant land. The property is mapped as a potential geological hazard and is subject to the standards in PMC Chapter 16.20, Critical Areas.

Aerial Photograph of Subject Site:




## II. *APPLICABLE REVIEW CRITERIA*

The proposal is subject to PMC 18.210.030, Release of Concomitant Agreements and PMC 19.40.060 Type V Permit Applications. SEPA is also required per PMC Chapter 16.04.

## III. *HISTORY OF CONCOMITANT AGREEMENT*

In 1983, the City of Poulsbo approved the Canyon Crest Rezone Concomitant Agreement recorded as 8306160182, adopted as Ordinance No. 83-20, to rezone the property from R-1 (Residential Single Family) to R-4 (Residential Four-Plex). Several conditions of approval were imposed as part of the concomitant rezone, many to be implemented with site plan review for development of the property. Such development of the property never occurred, and these conditions of approval have not been implemented.

Concomitant Agreements are considered a 'contract' between the City and the property owner, are recorded to the property, and are identified in a title report.

## IV. *PMC 19.40.060.H RELEASE OF CONCOMITANT AGREEMENTS – DECISION CRITERIA*

Pursuant to PMC 19.40.060.H, to approve the release or amendment of a concomitant agreement, the City Council shall be required to make the following findings:

1. **Development of the site would be consistent with current development regulations and comprehensive plan goals and policies.**

   Zoning Regulations: Redevelopment or new development on the site will be required to meet all the requirements of the Poulsbo Comprehensive Plan and Poulsbo Municipal Code as applicable - specifically, Title 16 Environment (16.04 Environmental (SEPA); 16.20 Critical Areas); Title 17 Subdivisions; Title 18 Zoning Ordinance; and Title 19 Project Permit Application Procedures. Evaluation and compliance with all applicable City regulations will be made through the review process of a land use development permit.

   Comprehensive Plan: The Comprehensive Plan contains policies that support the proposal to release the concomitant agreement and allow for additional commercial uses in accordance with the current zoning ordinance regulations. Supportive policies include:

   *Policy LU-1.4: Support the City's commercial cores providing the service and retail commercial needs of the city and greater North Kitsap community, while also fostering business and industry uses to provide sustainable family wage jobs.*

   *Policy LU-3.2: The City shall designate sufficient land for anticipated commercial land uses on its Comprehensive Plan Land Use Map, considering its population allocation, employment forecasts and the local needs of the North Kitsap community.*

   *Policy LU-3.3: Provide for a mix of activities including retail, office, social, recreation, local services and as appropriate residential, within the commercial designations.*

*Policy LU-3.6: Provide development standards that identify appropriate uses, building height, setbacks, access, landscaping, signage, parking and other appropriate standards, for commercial development.*

*Policy LU-3.8: Encourage the infill, renovation or redevelopment of existing commercial areas and discourage expansion of linear commercial "strips."*

Staff Recommendation: Upon release of the Concomitant Agreement, any future redevelopment or new development will be in a manner that is consistent with the City's Comprehensive Plan goals and policies, and adopted zoning and development regulations, including the Critical Areas Ordinance.

2. **Adequate public/private services are available to support development of the site.**

   The site is served by City of Poulsbo water, sewer and garage service. Storm water improvements would be likely required with any redevelopment or new development.

   Staff Recommendation: The site is not served by City of Poulsbo water, sewer and garage service. Sewer and Water are available. Storm water improvements would also be likely required with any redevelopment or new development.

3. **Development would not unreasonably impact nearby property development which has relied upon the covenant commitments.**

   The site has had zoned multi-family since 1983.

   Staff Recommendation: The release of the concomitant agreement will not unreasonably impact nearby property development because any future redevelopment or new development will be required to comply with current City regulations, including zoning, development standards and building design requirements.

4. **Future development under current zoning will be consistent with existing and planned development.**

   Redevelopment or new development will be under the RH zoning and subject to all site design, building design, use requirements of Title 18. Further, any development on the site will be subject to critical areas regulation for potential geohazards.

   Staff Recommendation: All future development will be required to comply with the City's zoning ordinance requirements and other applicable development standards. This will ensure any proposed development is consistent with existing and planned development.

## V. *STATE ENVIRONMENTAL POLICY ACT (SEPA)*

A SEPA environmental checklist was prepared and reviewed. A Notice of Application with Optional DNS was issued on December 21, 2018. One comment was received (Exhibit F). A Determination of Non-significance was issued on January 7, 2019.

## VI. *CRITICAL AREAS*

The site is mapped as a potential geological hazard and may be subject to the Critical Areas standards per Chapter 16.20.

## VII. *TITLE 19 PROJECT PERMIT PROCEDURES*

Concomitant Agreement Release is a Type V process, and the City Council is the review authority. A Notice of Application with Optional DNS was issued on December 21, 2018. A Determination of Non-Significance was issued on January 7, 2019, after the comment period ended on January 4, 2019. A Notice of Public Hearing was issued on January 4, 2019 and reissued on January 18, 2019. The staff report was available at least seven calendar days prior to the public hearing. The City Council public hearing is scheduled for February 6, 2019.

## VIII. *STAFF COMMENT AND RECOMMENDATIONS*

**Comments:** This proposal is consistent with the decision criteria for release of concomitant agreements. Staff respectfully recommends the City Council conclude that the Canyon Crest Rezone Concomitant Agreement Release meets the applicable criteria and will not be detrimental to the public health, safety or welfare of the city.

**Recommendation:** Staff respectfully recommends the City Council approve the Canyon Crest Rezone Concomitant Agreement Release, Planning File 10-26-18-01. In support of this decision, City Council shall adopt an ordinance approving the concomitant agreement release and adopting the staff report's findings and conclusions.

## IX. *EXHIBITS*

A. Application
B. Canyon Crest Rezone Concomitant Agreement proposed for release and ordinance
C. Notice of Application with Optional DNS + Affidavits
D. SEPA Threshold Determination + Checklist
E. Public Hearing Notice + Affidavits
F. Public Comments Received

# CONCOMITANT AGREEMENT RELEASE

**Exhibit A**

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

*Concomitant Agreement* is an agreement recorded against the title of a parcel of land under which a property owner binds the property to certain terms and conditions in exchange for development approval. For a detailed description of the Type V review process, refer to PMC Title 19 (Project Permit Application Procedures).

| PROJECT | |
|---|---|
| Project Name: Canyon Crest | |
| Project Address: NW Corner of Torval Canyon Road and 1st Avenue | |
| Tax Assessor's ID: 142601-2-030-2009 | |
| Legal Description (attached sheet if necessary): | |
| Comp Plan Designation: RH | Zoning Designation: RH |
| Size of Property (Sq. Ft.): 84,942 | |
| Are there any critical areas on the property? (wetlands, steep slopes, streams, etc.) ☑ YES ☐ NO | |

| AGENT: | |
|---|---|
| Name: James Laughlin | Phone: 206-660-0374 |
| Address: PO Box 10607 Bainbridge Island, WA 98110 | |
| Email: Jimlaughlin32 @gmail.com | |
| Signature: | |

| APPLICANT (IF DIFFERENT THEN AGENT): | |
|---|---|
| Name: | Phone: |
| Address: | |
| Email: | |
| Signature: | |

| OWNER: | |
|---|---|
| Name: Alpha Resources LLC | Phone: 206-310-4033 |
| Address: 1001 4th Ave suite 4330 Seatle, WA 98154 | |
| Email: | |
| Signature: | |

| CONCOMITANT AGREEMENT |
|---|
| Name of Concomitant Agreement to be released: Canyon Crest Rezone |
| Concomitant Agreement File No. or Ordinance No.: 2-17-82-1 |
| Reason for Requesting Concomitant Agreement Release: Current zoning greater than provided in Agreement |

Development that was **approved** through the Concomitant Agreement:

| | | | |
|---|---|---|---|
| Residential: N/A | Sq. Ft. | Office/Service: N/A | Sq. Ft. |
| Retail: N/A | Sq. Ft. | Industrial: N/A | Sq. Ft. |
| Stormwater Detention/Other Utilities: N/A | Sq. Ft. | Open Space/Recreation: N/A | Sq. Ft. |
| Critical Areas: N/A | Sq. Ft. | Landscaping: N/A | Sq. Ft. |
| Streets: N/A | Sq. Ft. | Parking Lots: N/A | Sq. Ft. |
| Other: | Sq. Ft. | *Number of parking spaces:* | |

Development **that has taken place** to date:

| | | | |
|---|---|---|---|
| Residential: None | Sq. Ft. | Office/Service: | Sq. Ft. |
| Retail: | Sq. Ft. | Industrial: | Sq. Ft. |
| Stormwater Detention/Other Utilities: | Sq. Ft. | Open Space/Recreation: | Sq. Ft. |
| Critical Areas: | Sq. Ft. | Landscaping: | Sq. Ft. |
| Streets: | Sq. Ft. | Parking Lots: | Sq. Ft. |
| Other: | Sq. Ft. | *Number of parking spaces:* | |

For developments that include **residential** units:

| | | | | |
|---|---|---|---|---|
| Gross Density: | Number of lots/units | / | gross acres = | units per gross acre |
| Net Density: | Number of lots/units | / | net acres [gross acres-deductions (roads, utilities, critical areas and buffer)] = | units per net acre |

## APPLICATION SUBMITTAL REQUIREMENTS

- ☐ Application Fees per Resolution 2017-03 (Planning) and 2016-24 (Engineering)
- ☐ Project Narrative indicating how the Concomitant Agreement release and the post-decision status of the property will meet the following requirements, per PMC 19.40.060 H:
  1. Development of the site would be consistent with current development regulations and comprehensive plan goals and policies.
  2. Adequate public/private services are available to support development of the site.
  3. Development would not unreasonably impact nearby property development which has relied upon the covenant commitments.
  4. Future development under current zoning will be consistent with existing and planned development.
- ☐ One electronic version of all submitted materials in PDF format (CD, thumb drive, or via e-mail)
- ☐ Notarized property owner and/or applicant signature page (attached)
- ☐ Any other information/documents:

NARRATIVE

CONCOMITANT AGREEMENT RELEASE

CANYON CREST ZONING AGREEMENT

AUDITOR'S File: 8306160182

In 1982 a development called Canyon Crest was proposed which included the request for a rezone from R1 to R8 and was approved conditioned on the filing of a concomitant agreement (Attached) Much has changed since 1982 and most of the provisions in the agreement are either presently required by code or are no longer applicable. The conditions will be addressed in the order they appear in the agreement:

1. A $200 per unit fee was agreed on for park mitigation. *Poulsbo now collects Park mitigation fees on all developments.*
2. A fee was proposed for improvements to the storm system. *The system has been improved and will be further studied with any new development and if necessary a revised fee will be charged.*
3. A charge for a sewer lift station participation was agreed on. *There are now standard fees for sewer connection.*
4. It was agreed that Power, phone and other services be installed underground. *This is now a standard requirement of all development.*
5. It was agreed that the open space would not be further divided. *This is now accomplished with the dedication of open space tracts under the ownership of a homeowner's association.*
6. Street improvements were agreed upon. *These have been done through other development.*
7. Owners agreed to follow a proposed plan. *It is unreasonable to require a new owner to follow an old plan from 1982.*
8. Owners agree to pay connection charges. *This is a requirement by code.*
9. A cash bond was agreed on which value was not specified. *This is an agreement that the current owners would only agree to after negotiation and documentation of costs.*
10. Owners agreed to individual water meters. *This is not presently a requirement for multifamily development and should not unnecessarily encumber the property.*
11. Off street parking was agreed on for recreational vehicles. *This had been a requirement for subdivisions in the past but is inappropriate for a multifamily or townhouse development in the RH zone.*
12. Through 18. Are conditions regarding legal rather than zoning type issues.

It is understood that any new development comes with conditions of approval and fortunately if the development is not pursued for a period of time those conditions expire. That seems to be the problem we're addressing here where a development was proposed and not completed but the conditions had been recorded against the property necessitating this application.

JDW:lc
10/6/82

Exhibit B

FILE COPY

#2-17-82-1

ORDINANCE NO. 83-20

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF POULSBO TO CHANGE THE ZONING DESIGNATION ON CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE CANYON CREST REZONE FILE NO. 2-17-82-1 FROM R-1 (RESIDENTIAL-SINGLE FAMILY) TO R-4 (RESIDENTIAL FOURPLEX); AUTHORIZING EXECUTION OF A CONCOMITANT ZONING AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

---

WHEREAS, the Poulsbo Planning Commission at a public hearing has considered the following amendments to the official zoning map and the concomitant zoning agreement and recommends approvals of said amendments and execution of said concomitant zoning agreement, and

WHEREAS, the City Council of the City of Poulsbo, pursuant to said recommendation called a public meeting and after said meeting having determined as follows:

1. That the proposed amendments, as limited by the concomitant agreement, are in compliance with the City of Pouslbo's comprehensive plan;

2. That the proposed development as modified by the City Council makes appropriate provision for the public health, safety and general welfare and that adequate provisions have been made for storm water detention and conveyance systems, streets, water, sanitary sewage disposal, recreational needs, solid waste disposal, pedestrian flow, parking, aesthetic considerations and fire protection; and

3. That the proposed zone change from R-1 to R-4 is warranted due to the recent changes in zone designations of nearby properties which will permit usages which are multi-family in function and configuration; and

4. That the eight unit per acre density of the proposed development is midway between the usual R-1 (Single Family) and the RM (Multi-Family) densities and is therefore considered appropriate for this section of the City given surrounding uses and given the topography of this site; and

5. That this development meets the requirements of the Poulsbo zoning ordinance (Ordinance No. 77-2) and the criteria necessary for intermediate intensity residential development as specified in the Amended Comprehensive Plan Residential Goals and Policies section. The development is located in an area designated for intermediate intensity residential development on the amended comprehensive plan map; and

6. That the adjacent property owners are largely in support of this project and the proposed zoning change is in the best interests of the public health, safety and general welfare and will not be materially detrimental to surrounding properties or uses, now, therefore,

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

Section 1. The official zoning map of the City of Pouslbo, as adopted by Ordinance No. 77-2 passed by the City Council on January 12, 1977 is hereby amended by changing

the zoning classification of certain property hereinafter described from R-1 (Residential Single Family) to R-4 (Residential Fourplex). The legal description of the property rezoned from R-1 to R-4 is set forth on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. The Planning Director is hereby instructed to effectuate the necessary amendments to the official zoning map of the City of Poulsbo pursuant to this ordinance.

Section 3. The Mayor is hereby authorized to execute and the City Clerk to attest that certain document entitled Canyon Crest Concomitant Zoning Agreement consisting of 8 typewritten pages and 1 exhibit relating to the above described property which was executed by the owners of said property on the 16th day of May ,1983, and tendered to the City. The City Clerk is further directed to record said concomitant zoning agreement with the Kitsap County Auditor as a covenant running with the land. The cost of said recordation shall be paid by the owners.

Section 4. This ordinance shall be in full force and effect five (5) days after publication in the manner provided by law.

APPROVED:

W. F. Burns
DEPUTY MAYOR, W.F. BURNS

ATTEST/AUTHENTICATED:

Dick Goodpasture
CITY CLERK, DICK GOODPASTURE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY John D. Wilson

FILED WITH THE CITY CLERK: October 6, 1982
PASSED BY THE CITY COUNCIL: May 11, 1983
PUBLISHED: June 16, 1983
EFFECTIVE DATE: June 21, 1983

EXHIBIT A

(Legal Description, Canyon Crest Rezone)

That portion of the following described property lying North of the North margin of that certain Right-of-Way (Torval Canyon Road) deeded to the City of Poulsbo, under Auditor's File No. 1102630:

That portion of the South half of the Southwest quarter of the Northwest quarter of Section 14, Township 26 North, Range 1 East, W.M. described as follows:

Beginning at a point on the West line of said subdivision, which lies 854.54 feet South of the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 14; thence East 50 feet; thence South to a point on the South line of said subdivision which lies 50 feet East of the Southwest corner thereof; thence East, along the South line of said subdivision to the Westerly margin line of Olympic Avenue, as conveyed to the Town of Poulsbo, by deed recorded under Auditor's File No. 685470; thence Northerly along said Westerly margin line to the North line of said subdivision; thence West along said North line to the West line of said subdivision; thence South along said West line to the point of beginning;

Situate in Kitsap County, Washington.

10/6/82

CANYON CREST REZONE
R-1 to R-4

FINDINGS AND CONCLUSIONS OF THE CITY COUNCIL:

WHEREAS, an application for approval of a rezone from an R-1 (Residential Single Family) zone designation to an R-4 (Residential Fourplex) zone designation (File No. 2-17-82-1) was duly filed with the City; and

WHEREAS, a Final Declaration of Non-Significance was signed by the SEPA Responsible Official on April 2, 1982, in compliance with the State Environmental Policy Act of 1971 requirements; and

WHEREAS, the Planning Commission held public hearings commencing on March 9, 1982, and running through April 6, 1982, and duly considered the proposed rezone; and

WHEREAS, the Planning Commission recommended disaproval of the rezone to the City Council at its April 20, 1982, meeting and further recommended that a public hearing on the rezone be held by the City Council; and

WHEREAS, the City Council chose not to hold a public hearing, but did review the Findings, Conclusions and Recommendations from the Planning Commission at an open public meeting on May 12, 1982, and moved to remand the application to the Planning Commission with the recommendation to the applicant that the development be

revised to reduce the number of dwelling units proposed and to meet setback requirements; and

WHEREAS, the Planning Commission reconsidered the rezone on June 15, 1982, and reviewed the revised development plan and additional Findings and made conclusions against approval of the development and presented recommended conditions to be imposed in the event the rezone were to be approved by the City Council; and

WHEREAS, the City Council reviewed the revised development plan and the findings, conclusions and recommended conditions to be imposed as presented by the Planning Commission at an open public meeting on July 21, 1982, and revised said conditions and made findings and conclusions regarding the development, approved the rezone and authorized the preparation of an ordinance subject to certain conditions to be contained in a contract, now, therefore,

The City Council of the City of Poulsbo, Washington, makes the following findings and conclusions:

1. That the Canyon Crest Rezone from R-1 to R-4 (File No. 2-17-82-1) subject to the conditions proposed by the Planning Commission as modified by the City Council, makes appropriate provision for the public health, safety and general welfare and that adequate provision has been made for storm water detention and conveyance systems, streets, water, sanitary sewage disposal, recreational needs, solid waste

disposal, pedestrian flow, parking, aesthetic considerations and fire protection.

2. That the proposed zone change from R-1 to R-4 is warranted due to the recent changes in zone designations of nearby properties which will permit usages which are multi-family in function and configuration. The eight unit per acre density of the proposed development is midway between the usual R-1 (Single Family) and the RM (Multi-family) densities and is therefore considered appropriate for this section of the City given surrounding uses and given the topography of this site.

3. That this development meets the requirements of the Poulsbo Zoning Ordinance (Ordinance No. 77-2) and the criteria necessary for intermediate intensity residential development as specified in the Amended Comprehensive Plan Residential Goals and Policies section. The development is located in an area designated for intermediate intensity residential development on the Amended Comprehensive Plan Map.

4. That the adjacent property owners are largely in support of this project.

5. That the development is of a type which is expected to attract families with children and therefore, since there is a need for more recreational facilities in Poulsbo as documented in the Amended Comprehensive Plan and in Ordinance No. 79-14, and since those portions of the area designated as

"open space" on this development constitutes a ravine unsuitable for any significant amount of active recreational use the applicant has voluntarily offered to contribute to a fund for capital improvements for park and recreation use, therefore the requirement of the full $200.00 per dwelling unit recreational fee-in-lieu of park land dedication should be imposed.

6. That the Findings of the Planning Commission should be adopted.

7. That storm water runoff from this site will increase as a result of this development and will thereby contribute significantly to the need for an improved storm water outfall facility located on the Poulsbo Lumber Company property and therefore the proportionate share of the costs of that improvement should be borne by this development. The proportionate share is considered to be _____ of the total outfall costs. Payment shall be made by _____.

8. That this site is within the boundary of an area served by the "Head of the Bay Sewer Lift Station" which was installed in 1974 by private individuals under agreement with the City to have latecomer charges collected by the City and refunded to the appropriate persons. The latecomer fee for this site is computed to be .00271 cents per square foot.

9. That it is in the interests of safety, ease of maintenance and aesthetics to have all telephone and power lines installed underground and that cable television lines

should be installed underground at the same time to enable future connection to cable television without the need for digging up public streets.

10. That in the interests of preserving the appropriate density of development appropriate for this area of the City the area designated as "open space" on the proposed development plan should not be permitted to be subdivided and sold off in the future nor should it be developed. Further, the Council finds that because of the steep, ravine-like terrain the area marked open space should be left substantially undisturbed and the natural vegetation should not be removed.

11. That Olympic Avenue, which is the street which accesses this development, is designated as a Neighborhood Collector on the Amended Comprehensive Plan and it is presently not constructed to the standards for a street of that designation. The Council further finds that this development will contribute a significant amount of increased traffic to this street and therefore should be required to upgrade that portion of the street that abuts the eastern boundary of the site to full Neighborhood Collector standards or to provide a bond equal to the estimated costs of said improvements prior to issuance of any permits for the development unless the street is assured to be improved to full standards by other methods.

12. That the public interest and general welfare will be best served if the development is made in substantial conformance with the site plan prepared by Pazooki & McMenamin on February 16, 1982, and dated as received by Karen Driscoll on June 15, 1982.

13. That the development should pay delayed participation fees for connection to City water and sewer systems.

14. That it is in the public interest that the developer be required to pay or bond for all unusual costs incurred by the City as a result of this development. These shall include special engineering work and special street cleaning caused by construction activities and maintenance bonding on street construction. That the public interests will be best insured if individual water meters are provided for each dwelling unit so that a mandatory cut off of service to one dwelling unit need not adversely affect other units.

15. That it is in the interest of preserving adequate parking for all and preventing unsightly and hazardous conditions on neighborhood streets that open storage areas for recreational vehicles be provided on-site by the developer.

16. That in order to protect public health and safety and general community welfare it is necessary to require that a contract be signed by the owners of the property seeking

this rezone containing conditons binding on the land which must be met if the rezone is to be granted.

APPROVED by the City Council this _____ day of October, 1982.

APPROVED:

_____
MAYOR, JUNE ATACK

ATTEST/AUTHENTICATED:

_____
CITY CLERK, DICK GOODPASTURE

FILED WITH THE CITY CLERK: October 6, 1982

FILE COPY

P.O. Box 98
Poulsbo, Wa 98370

11-

FILED FOR RECORD
REQ. OF City of Poulsbo
1983 JUN 16 PM 2:18
GRETCHEN MUFF
KITSAP COUNTY AUDITOR
DEPUTY

8306160182

10/6/82

CONCOMITANT ZONING AGREEMENT
CANYON CREST

WHEREAS, the City of Poulsbo, Washington, a noncharter code city, under the laws of the State of Washington (Chapter 35A.63 RCW and Article 11, Section 11 of the Washington State Constitution) has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and thereby control the use and development of property within its jurisdiction; and

WHEREAS, Glenn Cantwell, and Floyd and Lois Crum are the owners of certain real property within the City of Pouslbo, Kitsap County, Washington, which is the subject of this agreement and which is legally described in Exhibit A attached hereto and incorporated herein by this reference as if set forth in full, and have applied for a rezone of such property, and

WHEREAS, the City Council has authorized preparation of an ordinance reclassifying said property from R-1 (Residential Single Family) to R-4 (Residential Fourplex) subject to certain conditions agreed to by the owner, and

WHEREAS, the City pursuant to RCW 43.21C of the State Environmental Policy Act should mitigate any adverse impacts which might result because of the proposed reclassification, and

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WHEREAS, the owners have indicated a willingness to cooperate with the City, its Planning Commission and Planning Department and the Poulsbo City Council to insure compliance with all local and state regulations relating to the use and development of the subject property, and

WHEREAS, the owners recognize that the addition of additional housing units will add to the use and burden on public park and recreation facilities resulting in a need for additional facilities and/or improvement to existing facilities and that a voluntary contribution to be utilized for capital expenditures only as permitted by state law is more advantageous to the public as well as to the owners rather than a dedication of a portion of the premises for park purposes, and

WHEREAS, the owners recognize that the proposed development will have a direct impact on Olympic Avenue requiring improvements to said roadway, and

WHEREAS, the owners further acknowledge that the proposed development will have a direct impact on the municipal storm drainage system requiring some additional off-site improvements to said system, and

WHEREAS, the owners further acknowledge that there is a need for sidewalk improvements and the undergrounding of all utilities will be beneficial to the public safety and general welfare and will provide a greater reliability of

service for electrical, cable television and telephone services, now, therefore,

The property described in Exhibit A attached hereto situate in the City of Poulsbo, State of Washington, County of Kitsap in the event it is reclassified from R-1 (Residential Single Family) to R-4 (Residential Fourplex), the owners do hereby covenant and agree as follows:

1. The owners will pay the sum of $200.00 per dwelling unit as a voluntary contribution to the City to be utilized for acquisition and/or construction of park and/or recreation facilities or equipment to mitigate the impact on existing public facilities anticipated to occur as a direct result from the addition of the dwelling units contemplated to be constructed on the site in question.

2. The owners acknowledge that as a result of their proposed development that they will contribute directly to the need for an improved storm water outfall facility located on the Poulsbo Lumber Company property and hereby agree to pay their proportionate share of the costs of that improvement in an amount not to exceed 9.57 percent of the total costs of the same estimated to be in the sum of $4,848.00 prior to commencement of any grading or other site preparation work on the subject premises.

3. The owners agree to pay to the City the sum of .00271 cents per square foot of area for sewer service provided by the "Head of the Bay Sewer Lift Station"



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pursuant to a late comer charge agreement previously executed by the City and other private individuals.

4. The owners further agree that it is in the interests of the public health, safety and general welfare including ease of maintenance, aesthetics and enhancement of continuity of service to have all telephone and power lines installed underground and that cable television lines should be installed underground at the same time to enable future connections to cable television without the need for subsequent excavation and impeding of public roadways.

5. The owners agree that in the interests of preserving appropriate density of the proposed development that the area in said proposed development designated as open space on the development plan should not be permitted to be subdivided, sold off nor otherwise developed in any manner and further agree that due to the steep, ravine-like terrain the area marked open space will be left substantially undisturbed and the natural vegetation is not to be removed.

6. The owners agree that Olympic Avenue, the public roadway which accesses the proposed development is designated as a neighborhood collector on the amended comprehensive plan of the City of Poulsbo and is presently not constructed to the standards for a street of that designation. The owners agree that the proposed development will contribute a significant amount of increased traffic to this roadway and therefore that portion of the roadway that abuts the eastern

boundary of the site shall be upgraded to the complete neighborhood collector standards or the full cost of such improvements shall be bonded for with a performance bond in a form acceptable to the City Attorney providing for construction of said improvements within a specified period of time prior to the issuance of any permits for development or the commencement of any clearing, grading or other site preparation. Provided, however, it is agreed that if construction of the street is assured to be improved to full standards by any other method which the City deems to be satisfaction of this requirement then permits may be issued without the requirement of bonding and/or completion of construction of said required improvements.

7. The owners agree to develop the property described in Exhibit A in accordance with the development site plan prepared by Pazooki and McMenamin dated February 16, 1982, and received by the Planning Director on June 15, 1982.

8. The owners agree to pay any and all connection and related charges required to be paid by the City for water and/or sanitary sewer services including not only the actual costs of connection but also such sums as are required by City ordinance to be paid for the right to connect to said systems.

9. The owners agree to deposit with the City a cash bond in an amount to be established by the Public Works Superintendent to cover costs reasonably expected to be

incurred by the City as a result of this development. These costs shall include but not be limited to special engineering work, special street cleaning caused by construction activities and damage to any public improvements including roadways.

10. The owners agree that individual water meters shall be provided for each dwelling unit to prevent termination of service to any one dwelling unit affecting any other units.

11. The owners further agree that off-street open storage areas will be provided for recreational vehicles.

12. Nothing in this agreement shall be construed to restrict the authority of the City to exercise its police powers.

13. In the event any term or clause of this agreement conflicts with applicable law, such conflict shall not affect other terms and conditions of this agreement which can be given effect without the conflicting term or clause and to this end the terms of this agreement shall be deemed to be severable.

14. Any amendments or modifications of this shall be valid only if mutually agreed upon by the City and the owners in writing and recorded with the Kitsap County Auditor.

15. The City may, at its discretion, maintain a lawsuit to compel specific performance of the terms and conditions of this agreement or to otherwise enforce its provisions, and if the City prevails in such action, it shall be entitled to

recover all costs of enforcement, including reasonable attorneys fees.

16. In the event any term or clause is found to conflict with applicable law, the City shall have the right to bring the proposed development back before the City Council for further review and imposition of appropriate conditions to assure that the purposes for which this agreement are entered into are in fact accomplished.

17. This agreement shall be binding upon the owners, their successors in interest and assign and shall be recorded and shall constitute a covenant running with the land.

18. The owners agree to pay all costs of recording this agreement together with all costs incurred by the City in the preparation of this agreement including legal fees.

19. The owners agree to develop the property in accordance with the findings and conclusions adopted by the

10/6/82

City Council at their regular meeting of ~~October~~ MAY 11, ~~1982~~ 1983, which are hereby incorporated in full by this reference.

DATED this 7th day of JUNE, 1982

Owners Floyd Cmm

Owners Lois Cmm

Owners Glenn M Cantwell

Accepted by the City of Poulsbo

By Jane Atack
Mayor, June Atack

Attest:

By Richard Engbaarten
City Clerk

Approved as to Form:

Office Of The City Attorney

By Allen D Weeks

STATE OF WASHINGTON )
) ss.
COUNTY OF KITSAP )

On this day personally appeared before me Floyd Cmm and Lois Cmm & Glenn M. Cantwell known to me to be the individuals described in and who executed the within and foregoing instrument and warranted that they were the owners of the real property described in this agreement and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7 day of June, 1982.

279 2078

NOTARY PUBLIC in and for the State of Washington, residing at Poulsbo

8306160182

EXHIBIT A

(Legal Description, Canyon Crest Rezone)

That portion of the following described property lying North of the North margin of that certain Right-of-Way (Torval Canyon Road) deeded to the City of Poulsbo, under Auditor's File No. 1102630;

That portion of the South half of the Southwest quarter of the Northwest quarter of Section 14, Township 26 North, Range 1 East, W.M. described as follows:

Beginning at a point on the West line of said subdivision, which lies 854.54 feet South of the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 14; thence East 50 feet; thence South to a point on the South line of said subdivision which lies 50 feet East of the Southwest corner thereof; thence East, along the South line of said subdivision to the Westerly margin line of Olympic Avenue, as conveyed to the Town of Poulsbo, by deed recorded under Auditor's File No. 685470; thence Northerly along said Westerly margin line to the North line of said subdivision; thence West along said North line to the West line of said subdivision; thence South along said West line to the point of beginning;

Situate in Kitsap County, Washington.

8306160182

REEL279FR2079

JDW:lc
10/6/82

ORDINANCE NO. 83-20

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF POULSBO TO CHANGE THE ZONING DESIGNATION ON CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE CANYON CREST REZONE FILE NO. 2-17-82-1 FROM R-1 (RESIDENTIAL-SINGLE FAMILY) TO R-4 (RESIDENTIAL FOURPLEX); AUTHORIZING EXECUTION OF A CONCOMITANT ZONING AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

---

WHEREAS, the Poulsbo Planning Commission at a public hearing has considered the following amendments to the official zoning map and the concomitant zoning agreement and recommends approvals of said amendments and execution of said concomitant zoning agreement, and

WHEREAS, the City Council of the City of Poulsbo, pursuant to said recommendation called a public meeting and after said meeting having determined as follows:

1. That the proposed amendments, as limited by the concomitant agreement, are in compliance with the City of Pouslbo's comprehensive plan;

2. That the proposed development as modified by the City Council makes appropriate provision for the public health, safety and general welfare and that adequate provisions have been made for storm water detention and conveyance systems, streets, water, sanitary sewage disposal, recreational needs, solid waste disposal, pedestrian flow, parking, aesthetic considerations and fire protection; and

3. That the proposed zone change from R-1 to R-4 is warranted due to the recent changes in zone designations of nearby properties which will permit usages which are multi-family in function and configuration; and

4. That the eight unit per acre density of the proposed development is midway between the usual R-1 (Single Family) and the RM (Multi-Family) densities and is therefore considered appropriate for this section of the City given surrounding uses and given the topography of this site; and

5. That this development meets the requirements of the Poulsbo zoning ordinance (Ordinance No. 77-2) and the criteria necessary for intermediate intensity residential development as specified in the Amended Comprehensive Plan Residential Goals and Policies section. The development is located in an area designated for intermediate intensity residential development on the amended comprehensive plan map; and

6. That the adjacent property owners are largely in support of this project and the proposed zoning change is in the best interests of the public health, safety and general welfare and will not be materially detrimental to surrounding properties or uses, now, therefore,

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

Section 1. The official zoning map of the City of Pouslbo, as adopted by Ordinance No. 77-2 passed by the City Council on January 12, 1977 is hereby amended by changing

the zoning classification of certain property hereinafter described from R-1 (Residential Single Family) to R-4 (Residential Fourplex). The legal description of the property rezoned from R-1 to R-4 is set forth on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. The Planning Director is hereby instructed to effectuate the necessary amendments to the official zoning map of the City of Poulsbo pursuant to this ordinance.

Section 3. The Mayor is hereby authorized to execute and the City Clerk to attest that certain document entitled Canyon Crest Concomitant Zoning Agreement consisting of 8 typewritten pages and 1 exhibit relating to the above described property which was executed by the owners of said property on the 16th day of May ,1983, and tendered to the City. The City Clerk is further directed to record said concomitant zoning agreement with the Kitsap County Auditor as a covenant running with the land. The cost of said recordation shall be paid by the owners.

Section 4. This ordinance shall be in full force and effect five (5) days after publication in the manner provided by law.

APPROVED:

W. F. Burns
DEPUTY MAYOR, W.F. BURNS

ATTEST/AUTHENTICATED:

Dick Goodpasture
CITY CLERK, DICK GOODPASTURE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY John D. Wallace

FILED WITH THE CITY CLERK: October 6, 1982
PASSED BY THE CITY COUNCIL: May 11, 1983
PUBLISHED: June 16, 1983
EFFECTIVE DATE: June 21, 1983

EXHIBIT A

(Legal Description, Canyon Crest Rezone)

That portion of the following described property lying North of the North margin of that certain Right-of-Way (Torval Canyon Road) deeded to the City of Poulsbo, under Auditor's File No. 1102630:

That portion of the South half of the Southwest quarter of the Northwest quarter of Section 14, Township 26 North, Range 1 East, W.M. described as follows:

Beginning at a point on the West line of said subdivision, which lies 854.54 feet South of the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 14; thence East 50 feet; thence South to a point on the South line of said subdivision which lies 50 feet East of the Southwest corner thereof; thence East, along the South line of said subdivision to the Westerly margin line of Olympic Avenue, as conveyed to the Town of Poulsbo, by deed recorded under Auditor's File No. 685470; thence Northerly along said Westerly margin line to the North line of said subdivision; thence West along said North line to the West line of said subdivision; thence South along said West line to the point of beginning;

Situate in Kitsap County, Washington.

Exhibit C

# NOTICE OF APPLICATION and Optional DNS

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

**Release of Concomitant Agreement for Canyon Crest Rezone, Type V Permit**
**Comments Due:** January 4, 2019

The City of Poulsbo has received a permit application for the following project that may be of interest to you. The public has the right to review contents of the official file for the proposal, provide written comments, participate in any public hearings, and request a copy of the final decision.

| | | | |
|---|---|---|---|
| **File No.:** | P-10-26-18-01 | **Zoning:** | Residential High (RH) |
| **Counter Complete:** | 10/26/18 | **Technical Completion:** | 12/11/18 |
| **Notice of Application:** | 12/21/18 | **Tax Parcel:** | 142601-2-030-2009 |
| **Site Location:** | NW Corner of Torval Canyon Rd and 1st Avenue | | |
| **Property Owner:** | Alpha Resources LLC \| 1001 4th Ave, Suite 4330 \| Seattle, WA 98154 | | |
| **Applicant:** | Jim Laughlin \| PO Box 10607, Bainbridge Island, WA 98110 | | |
| **Project Description:** | The proposal is to release a concomitant agreement known as the "Canyon Crest Rezone." The concomitant agreement approved rezone of the property from Residential Single-Family to Residential Multi-Family, subject to certain conditions. Concomitant agreements are recorded onto the property; the Canyon Crest concomitant agreement was approved and recorded in 1983, under Auditor File 8306160182. Release of a concomitant agreement is a Type V permit and requires a public hearing before the City Council. **This application is not a proposal for development;** any proposed redevelopment or new development will be processed under a separate land use permit with its own noticing requirements | | |
| **Permits Included in Application:** | Type V – Release of Concomitant Agreement<br>SEPA Threshold Determination for the concomitant agreement release | | |
| **Environmental Review:** | The City of Poulsbo has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of nonsignificance (DNS) for this project. The Optional DNS process in WAC 197-11-355 is being used. ***This may be the only opportunity to comment on the environmental impacts of the proposed project.*** The proposal may include mitigation measures under applicable codes, and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. A copy of the subsequent threshold determination for the proposal may be obtained upon request.<br>Agencies, tribes, and the public are encouraged to review and comment on the proposed project and its probable environmental impacts. **Comments must be submitted by January 4, 2019.** | | |
| **Public Comment Period:** | The public may comment on the application and the minimum comment period will remain open until **January 4, 2019**. The public may request a copy of the decision once made. Public comments may be mailed, emailed, personally delivered or faxed to the City. | | |
| **Public Hearing Date:** | January 16, 2019 *(subject to change)* | | |
| **Staff Report:** | The staff report will be available for review at no cost at least 7 calendar days before the public hearing date and a copy will be provided at a reasonable cost. | | |
| **Examination of File:** | The complete application file may be examined at the PED Department, Poulsbo City Hall, 200 NE Moe Street, from 8:30 a.m. to 4:30 p.m. Monday through Friday. | | |
| **Review Authority:** | The City Council is the review authority for this Type V application. | | |
| **Staff Contact:** | Nikole Coleman, Associate Planner; ncoleman@cityofpoulsbo.com; (360) 394 -9730. | | |
| **Site Map:** | See attached. | | |

Canyon Crest Nook

# AFFIDAVIT OF PUBLIC NOTICE

Helen Wytko, being first duly sworn, upon his/her oath deposes and says: That he/she is now, and at all times herein mentioned has been, a citizen of the United States and the State of Washington, over and above the age of twenty-one years and a resident of said County, that on 21 December, 2018, affiant that a copy of the following City of Poulsbo public notices, and which is attached to this affidavit,

- ☒ Notice of Application
- ☒ SEPA Determination
- ☐ Notice of Public Hearing
- ☐ Notice of Decision

has been provided, mailed and/or posted to the attached distribution lists, property addresses or posting locations:

- ☒ US Mail
- ☒ Email
- ☒ Post at Library, City Hall, Poulsbo Post Office, Website
- ☐ Site Posting Address: _____

Helen Wytko

Subscribed and sworn to before me this 21st day of Dec, 2018.

CHERLYN J. HALEY
Notary Public
State of Washington
My Commission Expires
March 13, 2019

Cherlyn Haley

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

Poulsbo

My Commission expires on:

3.13.19

**Helen M. Wytko**

**From:** Constant Contact <support@constantcontact.com>
**Sent:** Friday, December 21, 2018 8:50 AM
**To:** Helen M. Wytko
**Subject:** Your campaign NOA w/Opt DNS Canyon Crest Concomitant Release has been sent

Constant Contact

Dear Helen Wytko,

Your campaign **'NOA w/Opt DNS Canyon Crest Concomitant Release'** was sent on 12/21/2018 around 11:50 AM EST.

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

**Subject:** NOA w/Opt DNS Canyon Crest Concomitant Release

# City of Poulsbo
# PUBLIC NOTICE

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

Please see the Public Notice below.

- Notice of Application and Optional DNS Release of Concomitant Agreement for Canyon Crest Rezone

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

Unsubscribe hwytko@cityofpoulsbo.com

Update Profile | About our service provider

Sent by planninginfo@cityofpoulsbo.com in collaboration with

Constant Contact

Try it free today

Canyon Crest

BIEGLER JENNI L & E STUART
20186 1ST AVE NE
POULSBO, WA 98370

BILOBA LLC
22384 PUMA LN
POULSBO, WA 98370

BUCKLEY EDWARD R & MAUREEN P
168 WINSLOW WAY W
BAINBRIDGE ISLAND, WA 98110

CAPELLARO JAMES A & LAURA BEA
20100 1ST AVE NE
POULSBO, WA 98370

DORITY ROBERT J & BRENDA L
PO BOX 2615
POULSBO, WA 98370

DUNPHY MICHAEL E
20027 NE LYSIR CT
POULSBO, WA 98370

ELLINGSON STEVEN
20300 BOND RD NE
POULSBO, WA 98370

FRONT STREET GROUP LLC
7382 VIEW PARK RD SE
PORT ORCHARD, WA 98367

GEHLHAAR HANS D & BETTY G
20125 2ND AVE NE
POULSBO, WA 98370

HALEY MICHAEL G & SALLY B
PO BOX 1976
POULSBO, WA 98370

HIND GARY A
20038 LYSIR CT NE
POULSBO, WA 98370

HYLLAND MORRIS T 168588
20115 2ND AVE NE
POULSBO, WA 98370

JORGENSEN STANLEY & RUTH E
20140 1ST AVE NE
POULSBO, WA 98370

KITNIKONE TEX SOMSSAY
PO BOX 12403
SEATTLE, WA 98111

KLAPATCH JOSEPH P
4109 CLEARY AVE
METAIRIE, LA 70002

LASER KEVIN L & SUZETE
512 BENFOREST DR
SEVERNA PARK, MD 21146

LBA PROPERTIES LLC
PO BOX 1108
POULSBO, WA 98370

LBA PROPERTIES LLC
PO BOX 1108
POULSBO, WA 98370

LOVE JOHNNIE L & MICHELLE
20185 2ND AVE NE
POULSBO, WA 98370

MILLER WIL L
20122 1ST AVE NE
POULSBO, WA 98370

MURPHY JOSHUA & CUMISKEY MONICA
PO BOX 223
ALLYN, WA 98524

PACIFIC STORAGE LLC
17031 NE 158TH ST
WOODINVILLE, WA 98072

PACIFIC STORAGE LLC
17031 NE 158TH ST
WOODINVILLE, WA 98072

POULSBO BOM DEVELOPERS LLC
1001 4TH AVE STE 4330
SEATTLE, WA 98154

POULSBO TORVAL LLC
PO BOX 3915
SEATTLE, WA 98124

POULSBO TORVAL LLC
PO BOX 3915
SEATTLE, WA 98124

POULSBO TORVAL LLC
PO BOX 3915
SEATTLE, WA 98124

POULSBO TORVAL LLC
PO BOX 3915
SEATTLE, WA 98124

ROOSILD TARMO P
4052 MAHAILA AVE
SAN DIEGO, CA 92122

SCANDIA KNOLL PARK
200 NE MOE ST
POULSBO, WA 98370

SCANDIA KNOLLS ASSOCIATES LLP
1717 MAIN ST STE 900
DALLAS, TX 75201

SORENSEN THOMAS T
10753 OGLE RD NE
POULSBO, WA 98370

SORENSEN THOMAS T
10753 OGLE RD NE
POULSBO, WA 98370

SORENSEN THOMAS T
10753 OGLE RD NE
POULSBO, WA 98370

TAX LARRY J & JOANNE T
20161 2ND AVE NE
POULSBO, WA 98370

WARNER MARK B & ANDREA J
20166 1ST AVE NE
POULSBO, WA 98370

WILCOX MICHELLE D &
405 STONEY POINT WAY UNIT 100
OCEANSIDE, CA 92058

# North Kitsap Herald

## Affidavit of Publication

**State of Washington }**
**County of Kitsap } ss**

Dicy Sheppard being first duly sworn, upon oath deposes and says: that he/she is the legal representative of the North Kitsap Herald a weekly newspaper. The said newspaper is a legal newspaper by order of the superior court in the county in which it is published and is now and has been for more than six months prior to the date of the first publication of the Notice hereinafter referred to, published in the English language continually as a weekly newspaper in Kitsap County, Washington and is and always has been printed in whole or part in the North Kitsap Herald and is of general circulation in said County, and is a legal newspaper, in accordance with the Chapter 99 of the Laws of 1921, as amended by Chapter 213, Laws of 1941, and approved as a legal newspaper by order of the Superior Court of Kitsap County, State of Washington, by order dated June 16, 1941, and that the annexed is a true copy of NKH838430 NOTICE OF APP as it was published in the regular and entire issue of said paper and not as a supplement form thereof for a period of 1 issue(s), such publication commencing on 12/21/2018 and ending on 12/21/2018 and that said newspaper was regularly distributed to its subscribers during all of said period.

The amount of the fee for such publication is $18.87.

Dicy Sheppard

Subscribed and sworn before me on this 21 day of December. 2018.

Aubrey Knapp

Notary Public in and for the State of Washington.

AUBREY KNAPP
Notary Public
State of Washington
My Commission Expires
July 30, 2022

City of Poulsbo-Planning | 80707350
HELEN WYTKO

CITY OF POULSBO
NOTICE OF APPLICATION
and Optional DNS
RCW 36.70B.110

Project Name: Release of Concomitant Agreement for Canyon Crest Rezone.

Location: NW Corner of Torval Canyon Rd and 1st Avenue | Parcel 142601-2-030-2009.

Project Description: The proposal is to release a concomitant agreement known as the "Canyon Crest Rezone." The concomitant agreement approved rezone of the property from Residential Single-Family to Residential Multi-Family, subject to certain conditions. Concomitant agreements are recorded onto the property; the Canyon Crest concomitant agreement was approved and recorded in 1983, under Auditor File 8306160182. Release of a concomitant agreement is a Type V permit and requires a public hearing before the City Council. This application is not a proposal for development; any proposed redevelopment or new development will be processed under a separate land use permit with its own noticing requirements.

Permit Type: Type V - Release of Concomitant Agreement.

Public Comment: The public may comment on the application and the comment period will remain open until January 4, 2019. The public may request a copy of the decision once made. Public comments

may be mailed, emailed, personally delivered or faxed to the City.
Complete Application: The application file may be examined at the PED Department, Poulsbo City Hall from 8:30 am to 4:00 pm Monday through Friday. For further information: https://cityofpoulsbo.com/planning-economic-development-current-applications-notices/
Published: North Kitsap Herald
December 21, 2018
Legal #: NKH838430

Exhibit D

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

# DETERMINATION OF NONSIGNFICANCE (DNS)

| | |
|---|---|
| **Project Name:** | Release of Concomitant Agreement for Canyon Crest Rezone, Type V Permit |
| **File No.** | P-10-26-18-01 |
| **Location of Proposal:** | NW Corner of Torval Canyon Rd and 1st Avenue \| Parcel 142601-2-030-2009 |
| **Property Owner:** | Alpha Resources LLC \| 1001 4th Ave, Suite 4330 \| Seattle, WA 98154 |
| **Applicant:** | Jim Laughlin \| PO Box 10607, Bainbridge Island, WA 98110 |
| **Description of Proposal:** | The proposal is to release a concomitant agreement known as the "Canyon Crest Rezone." The concomitant agreement approved rezone of the property from Residential Single-Family to Residential Multi-Family, subject to certain conditions. Concomitant agreements are recorded onto the property; the Canyon Crest concomitant agreement was approved and recorded in 1983, under Auditor File 8306160182. Release of a concomitant agreement is a Type V permit and requires a public hearing before the City Council. **This application is not a proposal for development;** any proposed redevelopment or new development will be processed under a separate land use permit with its own noticing requirements |
| **Lead Agency:** | City of Poulsbo |

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

*COMMENTS:* The City is utilizing the provisions provided for in WAC 197-11-060(5) "phased environmental review". Specific environmental review will be required at the time of a site-specific development proposal submittal, and a threshold determination will be issued at the time of a development application. Site specific development impacts are not identified at this time. Additional project information will be prepared and made available when a project is ready to move forward as a development proposal.

This DNS is issued under WAC 197-11-355, Optional DNS Process. There is no further comment period on the DNS.

**Responsible Official:** Nikole Coleman, as designated by Karla Boughton

**Position/Title:** Associate Planner
200 NE Moe Street
Poulsbo, WA 98370
(360) 394 -9748

Date: 1/7/19 **Signature:** _____

**APPEAL:** Any agency or person may appeal this SEPA determination by filing a written appeal to the responsible official no later than 10 working days from the date of this notice. Contact the responsible official to read or ask about the procedure for SEPA appeals.

# SEPA ENVIRONMENTAL CHECKLIST

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

10-26-18-01

## A. BACKGROUND

| Name of proposed project, if applicable: | | Date Prepared: |
|---|---|---|
| Release of Canyon Crest rezone concomitant agreement File # 2-17-82-1 | | DECEMBER 9, 2018 |
| **Name of Applicant:** | **Address:** | **Phone Number:** |
| ALPHA RRESOURCES LLC | 1001 4th Avenue Ste 4330 Seattle , WA 98154 | 206-660-0374 ---------- |
| **Contact:** | **Agency Requesting Checklist:** | |
| Jim Laughlin ---------- | City of Poulsbo---------- | |

**Proposed timing or schedule (including phasing, if applicable)**
Release by Poulsbo City Council in January of 2019

**Do you have any plans for future additions, expansions, or further activity related to or connected with this proposal? If yes, explain.**
A townhouse project consistent with current zoning is being proposed.

**List any environmental information you know about that has been prepared, directly related to this proposal.**
No environmental information has been prepared relative the the release of the concomitant agreement .

**Do you know whether applications are pending for governmental approvals or other proposals directly affecting the property covered by your proposal? If yes, explain.**
· Yes, A project has had a pre-application meeting with City staff.

**List any government approvals or permits that will be needed for your proposal, if known.**
City Council approval and recording of release document.

**Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.**

This proposal is to release the property from a rezone concomitant agreement for a project called Canyon Crest rezone which project was not pursued subsequent to the agreement being approved and recorded. This is not a proposal for development: Any future development will be processed separately under a new application. This proposal is to clear the title to the property from a recorded agreement which clouds the title.

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

NW corner of Torval Canyon Rd and 1st Avenue NE

| B. ENVIRONMENTAL ELEMENTS | Agree | Disagree | Mitigate |
|---|---|---|---|
| **1. Earth** | | | |
| a. General description of the site (check one):<br>☐ flat<br>☐ rolling<br>☐ hilly<br>☒ steep<br>☐ slopes<br>☐ mountainous<br>☐ other.<br>Non Project action. Determination to be made @ time of development application. | ✓ | | |
| b. What is the steepest slope on the site (approximate percent slope)?<br>20% mapped potential geohazard | ✓ | | |
| c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils<br>Medium dense fine grained sand | ✓ | | |
| d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.<br>No | ✓ | | |
| e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.<br>Not applicable to the release of the concomitant agreement | ✓ | | |
| f. Could erosion occur as a result of clearing, construction or use? If so, generally describe.<br>Not applicable This is not a development proposal | ✓ | | |
| g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?<br>Not applicable. This is not a development proposal | ✓ | | |

| | | | |
|---|---|---|---|
| h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any.<br>·Not applicable. This is not a develppment proposal<br>to be Reviewed @ time of development proposal | ✓ | | |
| **2. Air** | | | |
| a. What types of emissions to the air would result from the proposal (i.e. dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.<br>N/A | ✓ | | |
| b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.<br>N/A | ✓ | | |
| c. Proposed measures to reduce or control emissions or other impacts to air, if any.<br>N/A<br>to be Reviewed @ time of development proposal | ✓ | | |
| **3. Water** | | | |
| *a. Surface:* | | | |
| 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.<br>Liberty Bay not w/in 200' | ✓ | | |
| 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.<br>·No | ✓ | | |
| 3) Estimate the amount of fill and dredge that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.<br>N/A | ✓ | | |

| | | | | |
|---|---|---|---|---|
| 4) | Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities, if known.<br>N/A | ✓ | | |
| 5) | Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.<br>N/A | ✓ | | |
| 6) | Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.<br>N/A | ✓ | | |
| *b.* | *Ground:* | | | |
| 1) | Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.<br>N/A | ✓ | | |
| 2) | Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: domestic sewage; industrial, containing the following chemicals.; agricultural; etc...). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.<br>N/A | ✓ | | |
| *c.* | *Water Runoff (including storm water):* | | | |
| 1) | Describe the source of runoff (including storm water) and method of collection and disposal, if any (including quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.<br>N/A | ✓ | | |

| | | | |
|---|---|---|---|
| 2) Could waste materials enter ground or surface waters? If so, generally describe.<br>N/A | ✓ | | |
| 3) Does the proposal alter or otherwise affect drainage patterns near the site? If so, describe.<br>N/A | ✓ | | |
| d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:<br>N/A<br>to be Reviewed @ time of development Proposal | ✓ | | |
| **4. Plants** | | | |
| a. Check types of vegetation found on the site:<br>☑ Deciduous tree: alder, maple, aspen, other<br>☒ Evergreen tree: fir, cedar, pine, other<br>☒ Shrubs<br>☒ Grass<br>☐ Pasture<br>☑ Crop or grain<br>☑ Wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other<br>☐ Water plants: water lily, eelgrass, milfoil, other<br>☐ Other types of vegetation<br>non project action. Determination to be made @ time of development application. | ✓ | | |
| b. What kind and amount of vegetation will be removed or altered?<br>N/A | ✓ | | |
| c. List threatened or endangered species known to be on or near the site.<br>N/A | ✓ | | |
| d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.<br>N/A | ✓ | | |
| e. List all noxious weeds and invasive species known to be on or near the site.<br>N/A Blackberries | ✓ | | |

| | | | |
|---|---|---|---|
| **5. Animals** | | | |
| a. Check any birds and animals which have been observed on or near the site or are known to be on or near the site:<br>☒ Birds: hawk, heron, eagle, songbirds, other:<br>☐ Mammals: deer, bear, elk, beaver, other:<br>☐ Fish: bass, salmon, trout, herring, shellfish, other:<br>N/A No development proposed @ this time. | ✓ | | |
| b. List any threatened or endangered species known to be on or near site.<br>N/A | ✓ | | |
| c. Is the site part of a migration route? If so, explain,<br>N/A Poulsbo is located in the Pacific Flyway. | ✓ | | |
| d. Proposed measures to preserve or enhance wildlife, if any.<br>N/A | ✓ | | |
| e. List any invasive animal species known to be on or near the site.<br>N/A | ✓ | | |
| **6. Energy and Natural Resources** | | | |
| a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.<br>N/A This is not a development proposal | ✓ | | |
| b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.<br>N/A | ✓ | | |
| c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.<br>N/A<br>Future development Req'd to meet Energy Code | ✓ | | |
| **7. Environmental Health** | | | |
| a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.<br>N/A | ✓ | | |

| | | | |
|---|---|---|---|
| 1) Describe any known or possible contamination at the site from present or past uses.<br>N/A | ✓ | | |
| 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.<br>N/A | ✓ | | |
| 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.<br>N/A | ✓ | | |
| 4) Describe special emergency services that might be required.<br>N/A | ✓ | | |
| 5) Proposed measures to reduce or control environmental health hazards, if any.<br>N/A to Be Reviewed @ time of development application. | ✓ | | |
| *b. Noise* | | | |
| 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? | ✓ | | |
| 2) What types of levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.<br>N/A This is not a development proposal. | ✓ | | |
| 3) Proposed measures to reduce or control noise impacts, if any.<br>N/A<br>to be Reviewed @ time of development Application | ✓ | | |
| **8. Land and Shoreline Use** | | | |
| a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.<br>Vacant N/A Vacant – Townhomes proposed in future development application. | ✓ | | |

| | | | |
|---|---|---|---|
| b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?<br>N/A | ✓ | | |
| 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:<br>N/A | ✓ | | |
| c. Describe any structures on the site.<br>None | ✓ | | |
| d. Will any structures be demolished? If so, what?<br>N/A | ✓ | | |
| e. What is the current zoning classification of the site?<br>RH | ✓ | | |
| f. What is the current comprehensive plan designation of the site?<br>RH | ✓ | | |
| g. If applicable, what is the current shoreline master program designation of the site?<br>N/A | ✓ | | |
| h. Has any part of the site been classified as a critical area by the city or county? If so, specify<br>N/A | ✓ | | |
| i. Approximately how many people would reside or work in the completed project?<br>N/A | ✓ | | |
| j. Approximately how many people would the completed project displace?<br>N/A | ✓ | | |
| k. Proposed measures to avoid or reduce displacement impacts, if any.<br>N/A | ✓ | | |
| l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.<br>N/A to be Reviewed @ time of development application. | ✓ | | |

| | | | |
|---|---|---|---|
| m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any.<br>N/A to be reviewed @ time of development application. | ✓ | | |
| **9. Housing** | | | |
| a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.<br>N/A This is not a development proposal. Any development will be addressed in a separate proposal. | ✓ | | |
| b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.<br>N/A | ✓ | | |
| c. Proposed measures to reduce or control housing impacts, if any.<br>N/A<br>to be reviewed @ time of development application | ✓ | | |
| **10. Aesthetics** | | | |
| a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?<br>N/A | ✓ | | |
| b. What views in the immediate vicinity would be altered or obstructed?<br>N/A | ✓ | | |
| c. Proposed measures to reduce or control aesthetic impacts, if any.<br>N/A<br>to be reviewed @ time of development application | ✓ | | |
| **11. Light and Glare** | | | |
| a. What type of light or glare will the proposal produce? What time of day would it mainly occur?<br>N/A | ✓ | | |
| b. Could light or glare from the finished project be a safety hazard or interfere with views?<br>N/A | ✓ | | |
| c. What existing off-site sources of light or glare may affect your proposal?<br>N/A | ✓ | | |

| | | | |
|---|---|---|---|
| d. Proposed measures to reduce or control light and glare impacts, if any.<br>N/A<br>to be reviewed @ time of development application | ✓ | | |
| **12. Recreation** | | | |
| a. What designated and informal recreational opportunities are in the immediate vicinity?<br>N/A | ✓ | | |
| b. Would the proposed project displace any existing recreational uses? If so, describe.<br>N/A | ✓ | | |
| c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any.<br>N/A<br>to be reviewed @ time of development application. | ✓ | | |
| **13. Historic and Cultural Preservation** | | | |
| a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.<br>N/A | ✓ | | |
| b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.<br>N/A | ✓ | | |
| c Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc<br>N/A | ✓ | | |

| | | | |
|---|---|---|---|
| d. Proposed measures to reduce or control impacts, if any.<br>N/A<br>to be reviewed @ time of development app | ✓ | | |
| **14. Transportation** | | | |
| a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.<br>Torval Canyon Rd and 1st Street NE | ✓ | | |
| b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?<br>Yes | ✓ | | |
| c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?<br>N/A | ✓ | | |
| d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).<br>N/A This is not a development proposal. | ✓ | | |
| e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe.<br>N/A | ✓ | | |
| f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?<br>N/A | ✓ | | |

| | | | |
|---|---|---|---|
| g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.<br><br>N/A | ✓ | | |
| h. Proposed measures to reduce or control transportation impacts, if any.<br><br>N/A<br><br>to be reviewed @ time of dev app. | ✓ | | |
| **15. Public Services** | | | |
| a. Would the project result in an increased need for public service (for example fire protection, police protection, health care, schools, other)? If so, generally describe.<br><br>No | ✓ | | |
| b. Proposed measures to reduce or control direct impacts on public services,<br><br>None proposed<br><br>to be Reviewed @ time of dev. app. | ✓ | | |
| **16. Utilities** | | | |
| a. Check the utilities currently available at the site:<br><br>☒ electric<br>☒ natural gas<br>☐ water<br>☐ refuse service<br>☐ telephone,<br>☐ sanitary sewer<br>☐ septic system<br>☐ other. | ✓ | | |
| b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.<br><br>N/A | ✓ | | |

## C. SIGNATURE

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

Signature: _____ Date Submitted: 12/11/2018

Reviewed By
Nikole Coleman
Associate Planner
12/19/18

# AFFIDAVIT OF PUBLIC NOTICE

Nikole Coleman, being first duly sworn, upon his/her oath deposes and says: That he/she is now, and at all times herein mentioned has been, a citizen of the United States and the State of Washington, over and above the age of twenty-one years and a resident of said County, that on Jan 7, 2019, affiant that a copy of the following City of Poulsbo public notices, and which is attached to this affidavit,

- ☐ Notice of Application
- ☒ SEPA Determination
- ☐ Notice of Public Hearing
- ☐ Notice of Decision

has been provided, mailed and/or posted to the attached distribution lists, property addresses or posting locations:

- ☐ US Mail
- ☒ Email
- ☐ Post at Library, City Hall, Poulsbo Post Office, Website
- ☐ Site Posting Address: _____

Subscribed and sworn to before me this 7th day of Jan, 2019.

Cherlyn Haley

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

Poulsbo

My Commission expires on:

3-13-19

CHERLYN J. HALEY
Notary Public
State of Washington
My Commission Expires
March 13, 2019

Exhibit E

# NOTICE OF PUBLIC HEARING REVISED

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

## Release of Concomitant Agreement for Canyon Crest Rezone, Type V Permit

### City Council Public Hearing REVISED: February 6, 2019

If you are receiving this notice in the mail, it is because Kitsap County Assessor's records indicate you own property within 300' of the project location. The public has the right to review contents of the official file for the proposal, provide written comments, participate in any public hearings, and request a copy of the final decision.

| | |
|---|---|
| **Hearing Date:** | February 6, 2019 **Hearing Time:** 7:00 pm or as soon thereafter. |
| **Hearing Location:** | Poulsbo City Hall, Council Chambers, 200 NE Moe Street, Poulsbo, WA |
| **Project File No.** | P-10-26-18-01 |
| **Project Name:** | Release of Concomitant Agreement for Canyon Crest Rezone |
| **Site Location:** | NW Corner of Torval Canyon Rd and 1st Avenue |
| **Owner:** | Alpha Resources LLC \| 1001 4th Ave, Suite 4330 \| Seattle, WA 98154 |
| **Applicant:** | Jim Laughlin \| PO Box 10607, Bainbridge Island, WA 98110 |
| **Project Description:** | The proposal is to release a concomitant agreement known as the "Canyon Crest Rezone." The 1983 concomitant agreement approved rezone of the property from Residential Single-Family to Residential Multi-Family, subject to certain conditions. Concomitant agreements are recorded onto the property; the Canyon Crest concomitant agreement was approved and recorded in 1983, under Auditor File 8306160182. Release of a concomitant agreement is a Type V permit and requires a public hearing before the City Council. **THIS APPLICATION IS NOT A PROPOSAL FOR DEVELOPMENT;** any proposed redevelopment or new development will be processed under a separate land use permit with its own noticing requirements |
| **Hearing Information:** | The public hearing is scheduled for February 6, 2019. City Council is the review and decision-making authority for the Concomitant Release. Hearing procedures are available from the PED Department and City Clerk's office and are conducted based on Roberts Rules of Order. |
| **Staff Report:** | The staff report will be available for review at no cost at least 7 calendar days before the hearing and a copy will be provided at a reasonable cost. |
| **Staff Contact:** | Nikole Coleman, Associate Planner; ncoleman@cityofpoulsbo.com; (360) 394 -9730. |
| **Examination of File:** | The complete application file may be examined at the PED Department, Poulsbo City Hall, 200 NE Moe Street, from 8:30 a.m. to 4:30 p.m. Monday through Friday. |

All interested people are invited to attend the hearing. If you are unable to attend, your written comments, received no later than the date and time scheduled for the hearing, will be given careful consideration by the City Council and made a part of the record. Testimony will be allowed on the proposal.

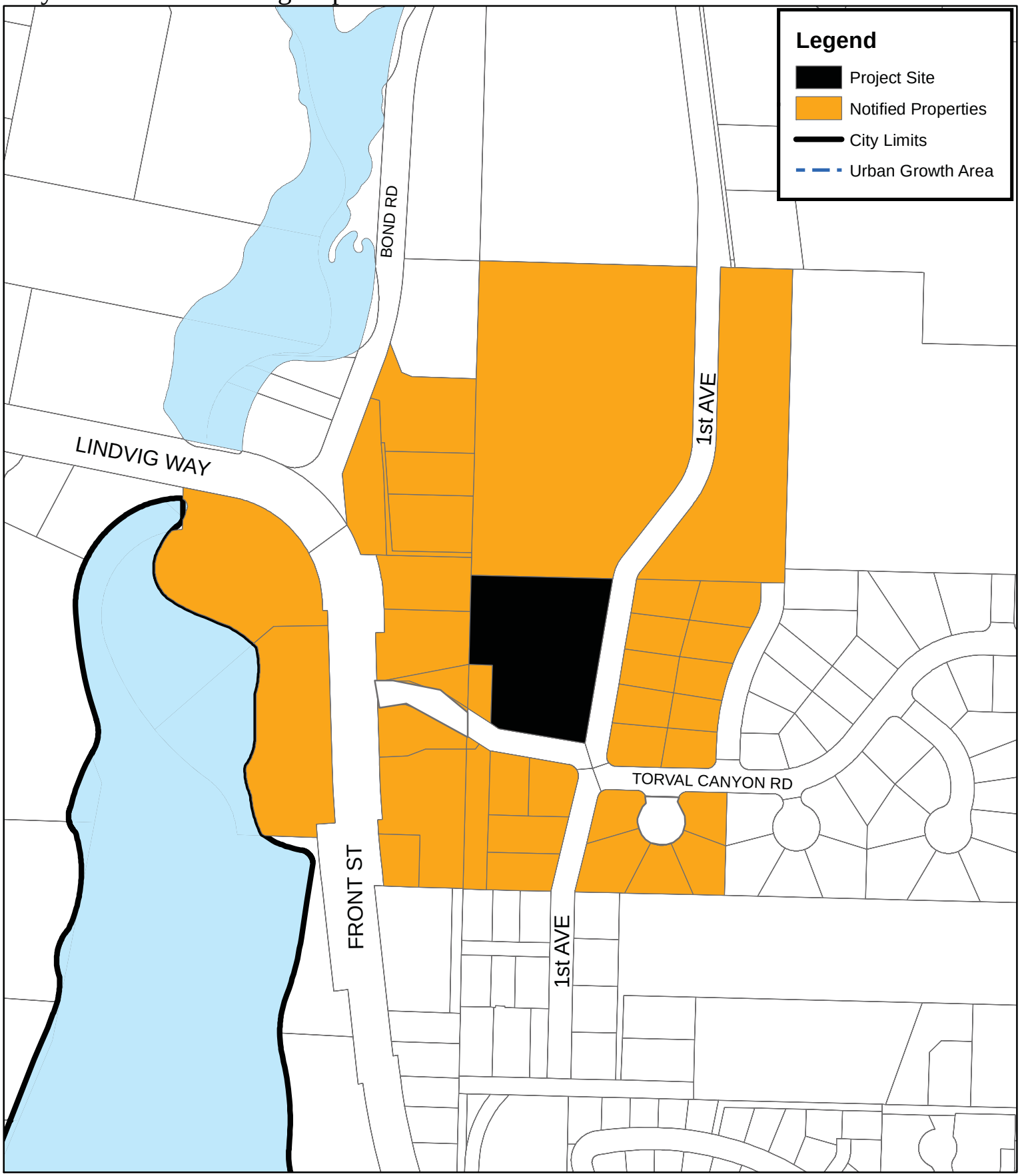
The following procedural rules have been established for public hearings to allow a fair and orderly hearing:

1. The length of time given to individuals speaking for or against a proposal may be determined by the City Council prior to the application being considered;
2. A speaker representing each side of the issue is encouraged.

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

# Notice Map

City of Poulsbo Planning Department



# AFFIDAVIT OF PUBLIC NOTICE

Karla Boughton, being first duly sworn, upon his/her oath deposes and says: That he/she is now, and at all times herein mentioned has been, a citizen of the United States and the State of Washington, over and above the age of twenty-one years and a resident of said County, that on Jan. 18, 2019, affiant that a copy of the following City of Poulsbo public notices, and which is attached to this affidavit,

- ☐ Notice of Application
- ☐ SEPA Determination
- ☒ Notice of Public Hearing revised
- ☐ Notice of Decision

has been provided, mailed and/or posted to the attached distribution lists, property addresses or posting locations:

- ☒ US Mail
- ☐ Email
- ☒ Post at Library, City Hall, Poulsbo Post Office, Website
- ☒ Site Posting Address: _____

Karla Boughton

Subscribed and sworn to before me this 18th day of Jan, 2019.

CHERLYN J. HALEY
Notary Public
State of Washington
My Commission Expires
March 13, 2019

Cherlyn J Haley

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

Poulsbo

My Commission expires on:

3.13.19

BIEGLER JENNI L & E STUART
20186 1ST AVE NE
POULSBO, WA 98370

BILOBA LLC
22384 PUMA LN
POULSBO, WA 98370

BUCKLEY EDWARD R & MAUREEN P
168 WINSLOW WAY W
BAINBRIDGE ISLAND, WA 98110

CAPELLARO JAMES A & LAURA BEA
20100 1ST AVE NE
POULSBO, WA 98370

DORITY ROBERT J & BRENDA L
PO BOX 2615
POULSBO, WA 98370

DUNPHY MICHAEL E
20027 NE LYSIR CT
POULSBO, WA 98370

ELLINGSON STEVEN
20300 BOND RD NE
POULSBO, WA 98370

FRONT STREET GROUP LLC
7382 VIEW PARK RD SE
PORT ORCHARD, WA 98367

GEHLHAAR HANS D & BETTY G
20125 2ND AVE NE
POULSBO, WA 98370

HALEY MICHAEL G & SALLY B
PO BOX 1976
POULSBO, WA 98370

HIND GARY A
20038 LYSIR CT NE
POULSBO, WA 98370

HYLLAND MORRIS T 168588
20115 2ND AVE NE
POULSBO, WA 98370

JORGENSEN STANLEY & RUTH E
20140 1ST AVE NE
POULSBO, WA 98370

KITNIKONE TEX SOMSSAY
PO BOX 12403
SEATTLE, WA 98111

KLAPATCH JOSEPH P
4109 CLEARY AVE
METAIRIE, LA 70002

LASER KEVIN L & SUZETE
512 BENFOREST DR
SEVERNA PARK, MD 21146

LBA PROPERTIES LLC
PO BOX 1108
POULSBO, WA 98370

LBA PROPERTIES LLC
PO BOX 1108
POULSBO, WA 98370

LOVE JOHNNIE L & MICHELLE
20185 2ND AVE NE
POULSBO, WA 98370

MILLER WIL L
20122 1ST AVE NE
POULSBO, WA 98370

MURPHY JOSHUA & CUMISKEY MONICA
PO BOX 223
ALLYN, WA 98524

PACIFIC STORAGE LLC
17031 NE 158TH ST
WOODINVILLE, WA 98072

PACIFIC STORAGE LLC
17031 NE 158TH ST
WOODINVILLE, WA 98072

POULSBO BOM DEVELOPERS LLC
1001 4TH AVE STE 4330
SEATTLE, WA 98154

POULSBO TORVAL LLC
PO BOX 3915
SEATTLE, WA 98124

POULSBO TORVAL LLC
PO BOX 3915
SEATTLE, WA 98124

POULSBO TORVAL LLC
PO BOX 3915
SEATTLE, WA 98124

POULSBO TORVAL LLC
PO BOX 3915
SEATTLE, WA 98124

ROOSILD TARMO P
4052 MAHAILA AVE
SAN DIEGO, CA 92122

SCANDIA KNOLL PARK
200 NE MOE ST
POULSBO, WA 98370

SCANDIA KNOLLS ASSOCIATES LLP
1717 MAIN ST STE 900
DALLAS, TX 75201

SORENSEN THOMAS T
10753 OGLE RD NE
POULSBO, WA 98370

SORENSEN THOMAS T
10753 OGLE RD NE
POULSBO, WA 98370

SORENSEN THOMAS T
10753 OGLE RD NE
POULSBO, WA 98370

TAX LARRY J & JOANNE T
20161 2ND AVE NE
POULSBO, WA 98370

WARNER MARK B & ANDREA J
20166 1ST AVE NE
POULSBO, WA 98370

WILCOX MICHELLE D &
405 STONEY POINT WAY UNIT 100
OCEANSIDE, CA 92058

# Exhibit F

**From:** Nikole CH. Coleman
**To:** "healinghandsoflight@gmail.com"
**Subject:** RE: Canyon Crest Rezone
**Date:** Tuesday, January 08, 2019 1:12:00 PM

---

Hello Andrea,

The property is already zoned Residential High (RH), which allows for multi-family development. What you received notification on is a request to release the property from a 1983 Concomitant Agreement (under the name Canyon Crest Rezone).

We currently do not have an application for development for the property, but we have seen interest in the development of apartments or townhomes there, which is permitted. At the time of a development application, you are welcome to submit public comments in regards to your concerns below.

Best,
Nikole

---

**From:** City of Poulsbo Planning and Economic Development <information@cityofpoulsbo.com>
**Sent:** Tuesday, January 08, 2019 1:04 PM
**To:** Nikole CH. Coleman <ncoleman@cityofpoulsbo.com>
**Subject:** FW: Canyon Crest Rezone


**Helen Wytko**
Poulsbo Planning and Economic Development
Phone: 360-394-9748
200 NE Moe St
Poulsbo, WA 98370



**NOTICE OF PUBLIC DISCLOSURE:** This e-mail account is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.


**From:** Andrea Marziano Warner <healinghandsoflight@gmail.com>
**Sent:** Friday, January 04, 2019 9:04 PM
**To:** City of Poulsbo Planning and Economic Development <information@cityofpoulsbo.com>
**Subject:** Canyon Crest Rezone

To whom it may concern at Poulsbo Planning and Economic Development Department:

I have become a recent home owner at 20166 1st Ave NE and have reviewed the application for rezoning at Canyon Crest.

I am very much opposed to the area becoming zoned for multi-family dwellings as this will impact

the traffic of my street both during the development of large structures as well as when the structures are inhabited.

One of the reasons we purchased where we did is because it has the tree buffer from Front street and the surrounding larger streets. If there are multi-family units built there the bulk of the trees will be gone, affecting the scenery as well as the sound blocking benefit. Single homes would have a much lower impact and leave most of the beauty of the area.

The tree and vegetation barrier also support more of the natural habitat that are having fewer and fewer locations to live.

The other concern I have with multi-family dwellings in this area is the huge impact from traffic on 1st Ave. The street has a great deal of traffic already due to the apartments up the road and additional multi-family residences will only increase that. The noise will increase as well as the increasing the number of cars speeding down the road. More cars always mean less safety for people and pets walking in the area.

Thank you for considering my concerns and the concerns of my neighbors. I plan to attend the public hearing on 1/16/18 regarding this issue.

--

*Andrea Warner*

Licensed Massage Therapist
Reiki Master
Mentor
Best selling author: Limitless, Andrea Warner
National Safety Council Instructor ID: 2220945
Contact me at:
801-623-2198
mentoringwithandrea.com
http://www.satoriwellbeing.com/

Live your life with INTENTION!

# POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 02/06/2019

| | |
|---|---|
| AGENDA ITEM: | Amendments to PMC Chapter 16.08, Shoreline Master Program |
| EXHIBITS: | Staff Memo<br>Adopting Ordinance and Exhibits |
| STAFFED BY: | Associate Planner Coleman |
| CATEGORY: | Business Agenda |
| MAYOR OK/Initial: | |

SUMMARY STATEMENT:

On April 11, 2018, the City Council held a public hearing on the proposed 2018 comprehensive plan amendments. Application P-10-31-17-02 involved the changing a shoreline designation for property located at 9589 Front St NE from Shoreline Residential to High Intensity and a text amendment to PMC 16.08.240 C.2 and, therefore, must be approved by the Department of Ecology prior to final adoption by the City Council. The City Council adopted Resolution 2018-07 on May 2, 2018, providing for initial approval of the change of shoreline designation, and setting forth that upon Ecology approval, an adopting ordinance will be brought back before the City Council for final action and adoption.

The City transmitted Resolution 2018-07 and the limited amendment to the Department of Ecology on May 4, 2018. On August 22, 2018 the City received an informal list of issues as identified by the Department of Ecology. City and Department of Ecology staff met on September 10, 2018 and November 9, 2018 to discuss several changes to the original amendment.

City received conditional approval by Ecology of the limited amendment to the SMP on January 4, 2019. The amendment package now limits the amendments to PMC Chapter 16.08 and no longer requires a comprehensive plan amendment.

☑ Additional Staff Report Attached

COMMITTEE RECOMMENDATION:

| | | |
|---|---|---|
| | Committee | Recommended |

IMPACTS:

| | |
|---|---|
| Expenditure Required? ☐ Yes ☑ No | Included in Budget? ☐ Yes ☑ No<br>Amount: $ |

RECOMMENDED ACTION:

Approve the adopting ordinance.

SAMPLE MOTION:

MOVE to approve an ordinance of the City Council of the City of Poulsbo, Washington, adopting amendments to PMC sections 16.08.040, 16.08.180, 16.08.240, 16.08.250, and 16.08.260 in order to accommodate existing and future low intensity commercial uses on parcels in the SR-2 shoreline environment designation with an underlying C-1 (commercial) zoning designation and to accommodate higher density residential development; delete Appendix B from the Shoreline Master Program to provide for internal consistency; and providing for severability and establishing an effective date.

# PLANNING AND ECONOMIC DEVELOPMENT

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


# MEMO

**To:** City Council and Mayor Erickson

**From:** Nikole Coleman, AICP, Associate Planner

**Subject:** Shoreline Master Program Amendment - Background

**Date:** January 30, 2019

---

The Growth Management Act (GMA), Chapter 36.70A RCW, requires that the city include within its development regulations a procedure for any interested person to suggest comprehensive plan amendments. Amendments to the comprehensive plan are how the city may modify its 20-year plan for land use, development or growth policies in response to changing City needs or circumstances. All plan amendments are reviewed in accordance with the GMA, and other applicable state laws, countywide planning policies, the adopted City of Poulsbo Comprehensive Plan, and any other applicable plans.

The deadline for submittal of 2018 applications was November 15, 2017. An application was submitted for a site-specific amendment request to re-designate a .64-acre property located at 19589 Front St NE from Shoreline Residential to High Intensity. If the site-specific amendment was approved, a map amendment to Figure NE-6 (Shoreline Master Program Map) would be required. The request also included a text amendment to Poulsbo Municipal Code 16.08.240 C.2., Shoreline Master Program, to alleviate inconsistences between the zoning designation and shoreline jurisdiction.

The City Council reviewed the docket on January 17, 2018 at a public meeting and voted to move forward the application. The Planning Commission held a public workshop on February 13, 2018 and a public hearing on March 13, 2018 and recommended approval of the application. The City Council held a public hearing on April 11, 2018 and, after considering the information received, voted to approve the proposed amendments.

Since this comprehensive plan amendment involved amendments to the Shoreline Master Program (SMP), approval by the Department of Ecology (Ecology) prior to final adoption by the City Council was required. The City Council approved a resolution (2018-07) announcing its intent to adopt the amendment to the SMP and forward the resolution and amendment to Ecology.

Staff transmitted Resolution 2018-07 and the limited SMP amendment package to Ecology on May 4, 2018. Ecology verified the submittal package complete on June 19, 2018. On August 22, 2018 the City received an informal list of issues as identified by Ecology. City and Ecology staff met on September 10, 2018 to discuss several changes to the original amendment. City staff provided an alternative amendment package to Ecology on September 25, 2018. City and Ecology staff met a second time on November 9, 2018. Again, city staff provided alternative language for the amendment package to Ecology on November 13, 2019.

City received conditional approval by Ecology of the limited amendment to the SMP on January 4, 2019. The amendment package now limits the amendments to PMC Chapter 16.08 and no longer requires a comprehensive plan amendment to amend the SMP map. The amendments to Chapter 16.08 accommodate existing and future low intensity commercial uses on parcels in the SR-2 shoreline environment designation with an underlying C-1 (commercial) zoning designation and accommodate higher density residential development, where it can be sited outside the shoreline buffer.

City staff believes the amendments to Chapter 16.08 satisfy Ecology's concerns, while also meeting the applicant's objectives of accommodating commercial uses on properties with an underlying commercial zoning designation and allowing flexibility for higher density residential development consistent with the underlying zoning code requirements (if it can be sited outside the shoreline buffer).

**ORDINANCE NO. 2019-**

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON; AMENDING POULSBO MUNICIPAL CODE SECTIONS 16.08.040, 16.08.180, 16.08.240, 16.08.250, AND 16.08.260 TO MAKE CHANGES TO THE SHORELINE MASTER PROGRAM IN ORDER TO ACCOMMODATE EXISTING AND FUTURE LOW INTENSITY COMMERCIAL USES ON PARCELS IN THE SR-2 SHORELINE ENVIRONMENT DESIGNATION WITH AN UNDERLYING C-1 (COMMERCIAL) ZONING DESIGNATION AND TO ACCOMMODATE HIGHER DENSITY RESIDENTIAL DEVELOPMENT, WHERE IT CAN BE SITED OUTSIDE THE SHORELINE BUFFER (AS PROVIDED BY THE DEPARTMENT OF ECOLOGY); DELETE APPENDIX B FROM THE SHORELINE MASTER PROGRAM TO PROVIDE FOR INTERNAL CONSISTENCY; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS,** the Growth Management Act requires that every city planning under the GMA periodically update its comprehensive plan; and

**WHEREAS,** on January 17, 2018 the Poulsbo City Council approved a Comprehensive Plan Amendment docket to be considered during the 2018 Comprehensive Plan Amendment cycle; and

**WHEREAS,** the City conducted environmental review of the proposed amendments under the State Environmental Policy Act and, using the optional DNS process, issued a Notice of Application with Optional DNS on January 26, 2018; and

**WHEREAS,** the Poulsbo Planning Commission held a public hearing on the proposed amendments on March 13, 2018 and, after considering all testimony received and all other available information, adopted findings and conclusions and recommended that the Poulsbo city council approve the five amendments as presented; and

**WHEREAS,** the Poulsbo City Council held a public hearing on the proposed amendments on April 11, 2018 and, after considering all public testimony received at the hearing and other available information, determined to accept the recommendation of the Planning Commission and adopt the amendments as presented by ordinance; and

**WHEREAS,** one of the amendments, P-10-31-17-02, involves text amendments to Poulsbo Municipal Code (PMC) Chapter 16.08 (Shoreline Master Program) and must therefore be approved by the Department of Ecology (Ecology) prior to final adoption by the City Council; and

**WHEREAS,** the City Council determined to provide for the initial approval of P-10-31-17-02 by the passage of Resolution 2018-07 and to bring the application back for final adoption by ordinance upon approval by Ecology; and

**WHEREAS**, the City transmitted Resolution 2018-07 and the limited amendment to the Poulsbo Shoreline Master Program package to the Department of Ecology on May 4, 2018 and verified complete on June 19, 2018; and

**WHEREAS**, notice of state comment period was distributed to state task force members and interested parties identified by the City on June 29, 2018, in compliance with the requirements of WAC 173-26-120; and

**WHEREAS**, the state comment period began on July 2, 2018 and continued through August 2, 2018. No public hearing was held during the state comment period. No comments were received during the comment period; and

**WHEREAS**, on August 22, 2018 the City received an informal list of issues as identified by the Department of Ecology; and

**WHEREAS**, as requested by Ecology, City and Ecology staff met on September 10, 2018 and November 9, 2018 to discuss several changes to the original amendment; and

**WHEREAS**, the City submitted proposed changes on September 25, 2018 and November 13, 2018 to address outstanding issues; and

**WHEREAS**, the changes contained within Attachment A reflect the text amendment modifications provided by City staff as a result of discussion with Ecology; and

**WHEREAS**, the City received approval by Ecology of the limited amendment to the Poulsbo Shoreline Master Program on January 4, 2019 that limit the amendments to PMC Chapter 16.08 and no longer requires a comprehensive plan amendment; NOW THEREFORE,

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

Section 1. Findings. In support of the actions undertaken by this ordinance, the Poulsbo City Council adopts the findings and conclusions of the Poulsbo Planning Commission dated March 13, 2018, as well as the rationale contained in the Staff Report to the City Council dated April 3, 2018.

Section 2. Text Amendments to the Shoreline Master Program (PMC Chapter 16.08). The text of PMC Chapter 16.08 is hereby amended to make changes to the shoreline master program in order to accommodate existing and future low intensity commercial uses on parcels in the SR-2 shoreline environment designation with an underlying C-1 (commercial) zoning designation and to accommodate higher density residential development, where it can be sited outside the shoreline buffer. The text amendments made by this Section are set forth in Attachment A.

Section 3. Text Amendments to the Shoreline Master Program (Appendix B). Appendix B is hereby deleted to provide for internal consistency. The text amendments made by this Section are set forth in Attachment A.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

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

APPROVED:

_____

MAYOR REBECCA ERICKSON

ATTEST/AUTHENTICATED:

_____

CITY CLERK RHIANNON K. FERNANDEZ

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
JAMES E. HANEY

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

**SUMMARY OF ORDINANCE NO. _____**

of the City of Poulsbo, Washington

On the ____ day of _____, 2019, the City Council of the City of Poulsbo, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, ADOPTING COMPREHENSIVE PLAN AMENDMENT P-10-31-17-02; AMENDING POULSBO MUNCIPAL CODE SECTIONS 16.08.040, 16.08.180, 16.08.240, 16.08.250, AND 16.08.260 TO MAKE CHANGES TO THE SHORELINE MASTER PROGRAM IN ORDER TO ACCOMMODATE EXISTING AND FUTURE LOW INTENSITY COMMERCIAL USES ON PARCELS IN THE SR-2 SHORELINE ENVIRONMENT DESIGNATION WITH AN UNDERLYING C-1 (COMMERCIAL) ZONING DESIGNATION AND TO ACCOMMODATE HIGHER DENSITY RESIDENTIAL DEVELOPMENT, WHERE IT CAN BE SITED OUTSIDE THE SHORELINE BUFFER; DELETE APPENDIX B FROM THE SHORELINE MASTER PROGRAM TO PROVIDE FOR INTERNAL CONSISTENCY; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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

DATED this _____ day of _____, 2019.

_____

CITY CLERK RHIANNON K. FERNANDEZ

# ATTACHMENT A

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
*PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000*
*711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341*

January 4, 2019

The Honorable Becky Erickson
City of Poulsbo
200 Northeast Moe Street
Poulsbo, WA 98370

**Re: City of Poulsbo Shoreline Master Program Amendment – Conditional Approval, Resolution 2018-07**

Dear Mayor Erickson:

I would like to take this opportunity to commend the City of Poulsbo (City) for its efforts in developing the proposed amendments to the Shoreline Master Program (SMP). It is obvious that a significant effort was invested by your staff. The amendments make changes to the City's SMP in order to accommodate existing and future low intensity commercial uses on parcels in the SR-2 shoreline environment designation with an underlying C-1 zoning designation and to accommodate higher density residential development, where it can be sited outside the shoreline buffer and consistent with the underlying zoning designation. We have completed our review of the proposal for consistency with the Shoreline Management Act and implementing guidelines.

As we have already discussed with your staff, the Washington State Department of Ecology (Ecology) identified specific changes necessary to make the proposal approvable. These required changes are detailed in Attachment B. Ecology's findings and conclusions related to the City's proposed SMP amendment are contained in Attachment A.

Pursuant to RCW 90.58.090 (2)(e), at this point, the City may:

- Agree to the proposed changes, or
- Submit an alternative proposal. Ecology will then review the alternative(s) submitted for consistency with the purpose and intent of the changes originally developed by Ecology and with the Shoreline Management Act.

Final Ecology approval will occur after the City responds to Ecology communicating the City's decision on the required changes. Ecology's final approval will be in the form of a letter, and will be sent upon receipt of the City's written notification that the required changes are acceptable to the City, or after the City and Ecology have reached an agreement on alternative language that meets the statutory and Guidelines requirements.

Please provide your written response within 30 days to the Director's Office at the following address:

WA State Department of Ecology
Attention: Director's Office
PO Box 47600
Olympia, WA 98504-6700

Thank you again for your efforts to continue to improve the City's SMP. We look forward to receiving your written response and concluding this SMP amendment in the near future. If you have any questions or would like to discuss Ecology's proposed changes, please contact our regional planner, Misty Blair, at misty.blair@ecy.wa.gov or (425) 649-4309.

Sincerely,

Maia D. Bellon
Director

Enclosures

By Certified Mail [9489 0090 0027 6019 1354 01]

cc: Karla Boughton, City of Poulsbo
Nikole Coleman, City of Poulsbo
Misty Blair, Ecology
Joe Burcar, Ecology

**ATTACHMENT A:** FINDINGS AND CONCLUSIONS –
AMENDMENT TO THE CITY POULSBO'S SHORELINE MASTER PROGRAM

SMP Submittal accepted via email on May 4, 2018, Resolution No. 2018-07
Prepared by Misty Blair, on December 14, 2018

**USE OF THIS DOCUMENT:** Ecology's *Findings and Conclusions* (Attachment A), including reference to *Attachment B* (Required Changes), provide the factual basis for Ecology's decision on the City of Poulsbo's (City) proposed amendment to their Shoreline Master Program (SMP).

**BRIEF DESCRIPTION OF PROPOSED AMENDMENT:**

The City of Poulsbo has submitted to Ecology for review an amendment to their Shoreline Master Program (SMP). The City Council approved Resolution No. 2018-07 on May 2, 2018, with the expressed purpose of alleviating inconsistencies between the zoning designation and shoreline environment designation (SED). The city's amendment proposes several changes to their existing SMP. The changes include an amendment to the shoreline environment designation for a single property from Shoreline Residential 1 and 2 to High Intensity, and modifications to the residential density requirement within the SR-2 SED from four to five dwelling units per acre, as permitted in the underlying zone. The City proposes to amend the following SMP sections:

> **Section 16.08.240 Residential land uses.**
> **Shoreline Environment Designation Map** for property located at 19589 Front St. NE from Shoreline Residential -1 and -2 to High Intensity.

Regional staff recommends approval of the proposed amendment subject to required changes (Attachment B).

## FINDINGS OF FACT

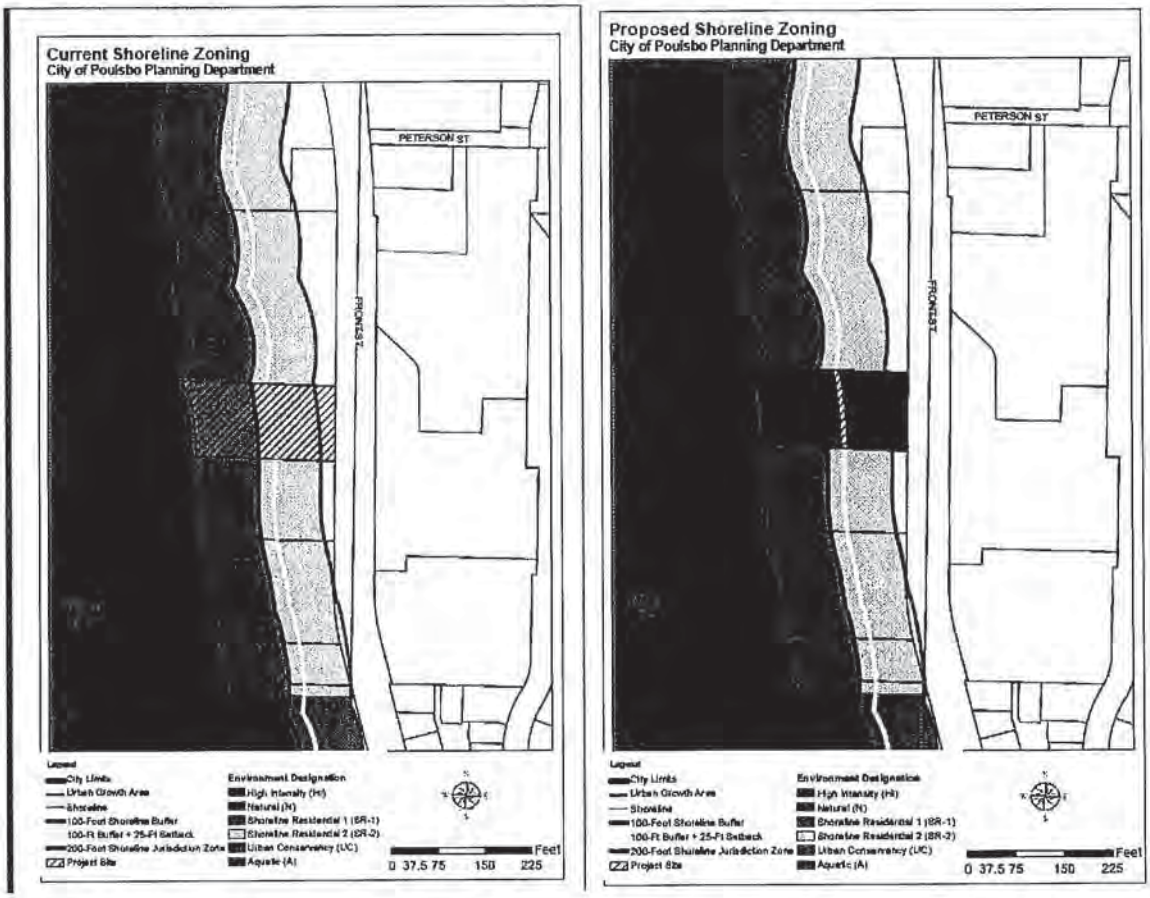
**Need for amendment.** The City's SMP comprehensive update process pursuant to RCW 90.58.080 and 100 was completed in February 2013. According to the City, a private property owner submitted the proposed shoreline environment re-designation and text amendment as part of the City's 2018 Annual Comprehensive Plan Amendment process. The City describes the proposed amendment to SED Map NE-6 as *fixing an inconsistency between the existing land use and zoning designation and the shoreline environment designation.* Similarly the proposed amendment to Poulsbo Municipal Code (PMC) 16.08.240.C.2 is described as alleviating an inconsistency between the zoning designation and SED.

**SMP PROVISIONS TO BE CHANGED BY THE AMENDMENT AS PROPOSED:**

> **Section 16.08.240.C**
>
> 2. In the SR-2 environment, residential density shall be ~~a minimum of four dwelling units per acre and a maximum of five dwelling units per acre~~ as permitted in the underlying zone.

The City proposes to remove the specific minimum and maximum density requirements currently applicable to the SR-2 environment and replace the standards with a reference to the underlying zoning code density requirements.

**SED Map NE-6**




The City proposes to change the SED for a single property located at 19589 Front St. NE from Shoreline Residential -1 and -2 to High Intensity.

## AMENDMENT HISTORY AND REVIEW PROCESS:

### LOCAL SMP AMENDMENT PROCESS

The City indicates the proposed SMP amendments originated from a local 2018 Annual Comprehensive Plan Amendment process. On January 17, 2018 the City Council included this proposed amendment within the docket for the 2018 Comprehensive Plan Amendments. A combined Notice of Application (NOA) with Optional SEPA DNS was issued on January 26, 2018. A comment period was held from January 26 to February 23, 2018. The City received no comments in response to the NOA with Optional DNS. The SEPA Determination of Non-Significance was issued on March 2, 2018. The formal adoption process began with Planning Commission in February 2018. Affidavits of publication provided by the City indicate notice of the hearing was published in the North Kitsap Herald, on February 23, 2018. The record shows that a public hearing regarding these amendment before the Planning Commission was held on March 13, 2018. The City received no formal oral or written comments during the hearing. On March 13, 2018, following the Public Hearing, the Planning Commission recommended approval of the proposed amendments.

The record indicates that the City Council held another Public Hearing and considered the proposed amendments on April 11, 2018. With passage of Resolution 2018-07, on May 2, 2018, the City approved these SMP amendments and authorized City staff to forward the proposed amendments to Ecology for approval.

**DEPARTMENT OF ECOLOGY REVIEW PROCESS**

The proposed SMP amendments were received by Ecology for state review on May 4, 2018 and verified as complete on June 19, 2018. Notice of the state comment period was distributed to state task force members and interested parties identified by the City on June 29, 2018, in compliance with the requirements of WAC 173-26-120, and as follows: The state comment period began on July 2, 2018 and continued through August 2, 2018. No public hearing was held during the state comment period. No comments were received during the comment period.

**Summary of Issues Identified by Ecology as Relevant to its Decision:** On August 22, 2018 Ecology provided City staff with a list of issues identified by Ecology as relevant to its decision.

Based on review of the proposed SMP amendments for consistency with applicable SMP-Guideline requirements and consideration of supporting materials included in the City's submittal, the following issues remain relevant to Ecology's final decision on the City of Poulsbo's SMP amendment:

Issues related to the Shoreline Environment Designation Map NE-6 change for property located at 19589 Front St. NE from Shoreline Residential -1 and -2 to High Intensity:

- Ecology was concerned that the subject parcel would not be appropriately classified as High Intensity SED. Although the current use at 19589 Front Street NE may be commercial, the amendment record does not support classifying this use as a commercial use of a high intensity. This property appears comparable in intensity of use to those around it in this reach which have been consistently characterized as Shoreline Residential. The establishment of shoreline environment designations must adhere to the criteria in WAC 173-26-211(5)[1] and be reviewed for mutual consistency with comprehensive plan land use designations. According to WAC 173-26-211(5)(d)(iii), a "high intensity" environment designation should be assigned to shoreline areas inside the UGA, if they currently support high intensity uses related to commerce, transportation or navigation; or are suitable and planned for high-intensity water oriented uses. The subject parcel does not appear to meet the designation criteria for "high intensity".
- Ecology was concerned that the proposed amendments could foster uncoordinated and piecemeal development. There are a total of four (4) parcels located in the SR-2 SED with non-conforming commercial uses. All of these properties are zoned C-1.
- The amendment adoption record did not contain any specific allowed uses analysis to support the assumption that the C-1 zone and SR shoreline designations preclude one another or create incompatibilities; therefore the record did not establish that the City's original amendment was necessary for consistency with WAC 173-26-211(3).
- The predominant uses in the area - both single family and multifamily uses - are prohibited in the HI environment designation. The proposed designation change would restrict any future use on this site to commercial uses within a shoreline environment dominated by single family residential development (a preferred use), that could result in incompatible uses which would be inconsistent with WAC 173-26-211(3)(b).

Based on the concerns listed above, Ecology worked with the City on a number of changes to the original amendment, which are included in Attachment B. The revisions to the original amendment are intended to provide increased flexibility for commercial uses on properties zoned commercial within the SR-2 SED without

[1] WAC 173-26-201(3)(f)

changing the shoreline environment designation. The City helped narrow the scope of potential commercial uses by interpreting retail sales, personal services, and professional offices as lower intensity commercial uses, consistent with current and foreseeable future commercial uses on these parcels. Additionally, based on the surrounding residential (single-family and multifamily) uses, the City believes that the above listed low intensity commercial uses are compatible with the surrounding development. Therefore the proposed required changes reflect these commercial uses as outright permitted on properties in the SR-2 SED with a C-1 underlying zoning designation, while all other uses permitted within the C-1 could be reviewed through a shoreline conditional use permit. Based on this strategy, Ecology identified a number of related amendments that are necessary to maintain internal consistency and to ensure compliance with SMP-Guideline requirements, as listed in Attachment B items 1-4.

Issues related to the text amendments to Poulsbo Municipal Code 16.08.240(C)(2):

- Ecology was concerned that the underlying zoning code density requirement applied in conjunction with minimum lot sizes and setback will effectively prohibit detached single-family residential in the SR-2. Single family residential uses are preferred shoreline uses. Non-water oriented commercial and multifamily residential uses are not preferred shoreline uses. It appears that this text amendment may preclude single family residential development by requiring a residential density that can only be achieved with multifamily residential development.
- The City proposed to remove the prescribed four dwelling unit per acre minimum and five dwelling unit per acre maximum residential density in the SR-2 SED and replace with a reference to the density allowed in the underlying zoning code.
- According to 18.70.040.B, the minimum density is calculated by multiplying the development site net acreage by the minimum number of dwelling units required. Net acreage is the gross acreage minus acreage for public rights of way, private easement roads, designated critical area and buffer protection and stormwater facilities. Similar to the land area calculation, the net density calculation does not exclude the shoreline buffer or setback from this calculation. Based on this understanding, Ecology was concerned that the City's interpretation could result in minimum density requirements that could not be achieved with single-family residential development or which could be used as justification for intrusion into the shoreline buffer, neither of which would be consistent with the SMA or SMP-Guidelines.
- Ecology was concerned that the proposed amendment would create internal inconsistencies in the City's SMP. According to PSMP 16.08.060, the City's SMP regulations include by reference the following authorities: Chapter 16.08 shoreline master program, Chapter 16.09 shoreline administration and procedures, sections of Chapter 16.20 critical areas (ordinance 2007-24), and Title 18 Zoning as contained in Appendix B. The City's is currently proposing modifications to 16.08.240.C without modifying other applicable SMP provisions that repeat this density requirement; thereby creating internal inconsistencies.

Based on these concerns, Ecology and the City identified changes to the original amendment, which included in Attachment B. The changes are intended to provide increased flexibility for higher density residential development on properties within the SR-2 SED, as long as the density can be achieved outside the shoreline buffer and consistent with the underlying zoning designation. After discussions with City staff, it was determined that the desire to increase the density potential could be achieved by allowing density maximums consistent with the zoning code without imposing the minimum density which had the potential to exclude single-family residential development. Based on this strategy, Ecology identified a number of instances where modification are necessary to the City's original amendment, to maintain internal consistency and to ensure compliance with SMP-Guideline requirements. These modifications are listed in Attachment B items 5-8.

On August 22, 2018 Ecology prepared and sent to the City an informal response outlining our concerns with the proposed amendments. The City responded by requesting a meeting. Ecology and the City met on September 10, 2018 and November 9, 2018. Additional modifications to the SMP were discussed and the City submitted

proposed changes on September 25th and November 13th to address the outstanding issues. Therefore, the required changes contained within Attachment B, are a reflection of the text amendment modifications provided by City staff as a result of our discussions. Draft versions of Attachment B were shared with City staff on November 28, 2018. On December 7, 2018, Ecology received concurrence from City staff on the identified changes, along with a request for Ecology to move forward in issuance of a Conditional Approval.

Based on discussions with City staff, Ecology believes the required changes contained within Attachment B will bring the proposed SMP into compliance with the SMA and applicable SMP-Guidelines while meeting the City's objectives of accommodating commercial uses on properties with an underlying commercial zoning designation and allowing flexibility for higher density residential development consistent with the underlying zoning code requirements (if it can be sited outside the shoreline buffer).

*Therefore, Ecology finds that the proposed SMP amendments as approved by the City under Resolution 2018-07 are not consistent with the applicable SMP-Guideline requirements as specifically identified within Attachment B (Required Changes). However, Ecology also finds that the SMP amendments can be modified to be compliant with the SMP-Guidelines through the City's acceptance of "Required Changes."*

**Consistency with Chapter 90.58 RCW:** The proposed amendment has been reviewed for consistency with the policy of RCW 90.58.020 and the approval criteria of RCW 90.58.090(3), (4) and (5). The City has also provided evidence of its compliance with SMA procedural requirements for amending their SMP contained in RCW 90.58.090(1) and (2).

**Consistency with "applicable guidelines" (Chapter 173-26 WAC, Part III):** The proposed amendment has been reviewed for compliance with the requirements of the applicable Shoreline Master Program Guidelines (WAC 173-26-171 through 251 and 173-26-020 definitions).

**Consistency with SMP Amendment Criteria**: The proposed amendment has also been reviewed for compliance with WAC 173-26-201(1)(c) of the SMP Guidelines.

**Consistency with SEPA Requirements:** The City submitted evidence of SEPA compliance in the form a Determination of Non-Significance (DNS) for the amendments to the City of Poulsbo Comprehensive Plan and development regulations, a non-project action, issued on March 2, 2018. Ecology did not comment.

**Other Studies or Analyses supporting the SMP update:** Ecology also reviewed the following documents prepared by the City in support of the SMP amendment:

- Updated SMP Amendment Strikethrough-Underline, revisions received from City Staff 9/25/2018 & 11/13/2018 with a final version received via email 12/7/2018.

## CONCLUSIONS OF LAW

After review by Ecology of the complete record submitted, Ecology concludes that the City's proposed SMP amendment, subject to and including Ecology's required changes (itemized in Attachment B), is consistent with the policy and standards of RCW 90.58.020 and RCW 90.58.090 and the applicable SMP guidelines (WAC 173-26-171 through 251 and .020 definitions). This includes a conclusion that the proposed SMP amendment, subject to required changes, retains sufficient policies and regulations to assure that no net loss of shoreline ecological functions will result from implementation of the amended master program (WAC 173-26-201(2)(c)(5) and WAC 173-26-186(8).

Ecology concludes that the City has complied with the requirements of RCW 90.58.100 regarding the SMP amendment process and contents.

Ecology concludes that the City has complied with the purpose and intent of the local amendment process requirements contained in WAC 173-26-100, including conducting public hearings, notice, consultation with parties of interest and solicitation of comments from tribes and government agencies.

Ecology concludes that the City has complied with requirements of Chapter 43.21C RCW, the State Environmental Policy Act.

Ecology concludes that the City's SMP amendment submittal to Ecology was complete pursuant to the requirements of WAC 173-26-110 and WAC 173-26-201(3)(a).

Ecology concludes that the proposed amendments, subject to and including Ecology's required changes (itemized in Attachment B), satisfy the criteria for approval of amendments found in WAC 173-26-201(1)(c).

Ecology concludes that it has complied with the procedural requirements for state review and approval of shoreline master program amendments as set forth in RCW 90.58.090 and WAC 173-26-120.

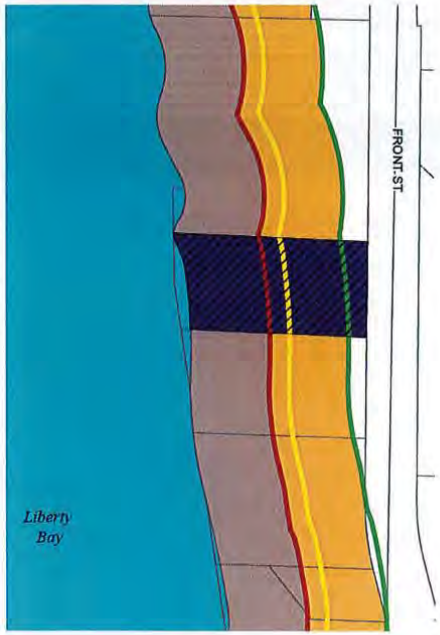
## DECISION AND EFFECTIVE DATE

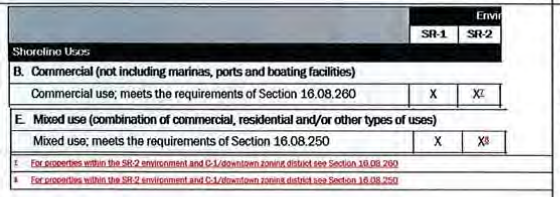
Based on the preceding, Ecology has determined the proposed amendments to this SMP are consistent with the policy of the Shoreline Management Act, the applicable guidelines and implementing rules, once required changes set forth in Attachment B are accepted by the City. Ecology approval of the proposed amendments, with required changes, is effective 14 days from Ecology's final action approving the amendment. Ecology's final action will be a letter verifying of receipt of written notice that the City has agreed to the required changes or approval of proposed alternative language.

As provided in RCW 90.58.090(2)(e)(ii) the City may choose to submit an alternative to all or part of the changes required by Ecology. If Ecology determines that the alternative proposal is consistent with the purpose and intent of Ecology's original changes and with RCW 90.58, then the department shall approve the alternative proposal and that action shall be the final action on the amendment.

# Attachment B – Ecology Required Changes

The following changes are necessary to comply with the SMA (RCW 90.58) and the SMP Guidelines (WAC 173-26, Part III) or improve clarity:

| ITEM | SMP Submittal PROVISION (Cite) | BILL FORMAT CHANGES PROPOSED BY THE CITY, as adopted in Resolution 2018-07 | REQUIRED CHANGES – shown in BILL FORMAT (underline = additions; strikethrough = deletions) *strikethroughs and underlines represent changes required by Ecology. | RATIONALE |
|---|---|---|---|---|
| 1 | **Shoreline environment designation map –**<br><br>**Figure NE-6 (Shoreline Master Program Map)** | Map Amendment proposing to change the shoreline environment designation at 19589 Front Street NE from a split Shoreline Residential (SR-1/SR-2) designation to High Intensity. | Withdraw proposed map amendment.<br><br><br><br><br>Retain existing SR-2/SR-1 split Shoreline Environment Designation. | The City has proposed a change of shoreline environment designation (SED) for a single parcel from Shoreline Residential to High Intensity.<br><br>The establishment of shoreline environment designations must adhere to the criteria in WAC 173-26-211(5) and be reviewed for mutual consistency with comprehensive plan land use designations. According to Poulsbo SMP 16.08.170.*B,* the *high intensity (HI) shoreline environment provides for those areas of existing moderate commercial and mixed commercial/residential development. This environment allows for optimum use of shoreline areas that are presently developed with commercial uses, while seeking opportunities to protect habitat and ecological functions from further degradation. The identified HI areas include the downtown waterfront and an area near the head of Liberty Bay.*<br><br>Although the current use at 19589 Front Street NE may be commercial, the amendment record does not support classifying this use as a commercial use of a moderate intensity. This property appears comparable in intensity to those uses around it in this reach which have been consistently characterized as Shoreline Residential.<br><br>We are concerned that the subject site does not meet the designation criteria for High Intensity. We feel that the City's Inventory and Characterization completed as part of the City's comprehensive SMP update accurately reflects the existing conditions along this entire shoreline reach and find it inappropriate to re-designate this property to High Intensity. |

| | | | | |
|---|---|---|---|---|
| | | | | The stated intent of this map amendment was to alleviate inconsistencies between the zoning designation and shoreline environment designation. Resolution No. 2018-17 further describes this amendment as fixing an error in the SMP which unintentionally created a non-conforming use.<br><br>After discussion with Ecology, City staff agreed that the desired intend of allowing continued commercial uses and future commercial redevelopment on properties located within the SR-2 SED with an underlying C-1 zone could be achieved without changing the SED.<br><br>Therefore, City staff has made a series of other SMP amendments to the use table, and development regulations in order to address this issue equitably for all properties currently zoned C-1 and located in the SR-2 SED. These changes are located in the following required changes numbered 2-4.<br><br>This required change, the withdrawal of the proposed map amendment, is necessary for consistency with the shoreline environment designation criteria of WAC 173-26-211. |
| **2** | **Section 16.08.180 Shoreline Use Table –** | N/A –<br>No changes were originally proposed. | <br>Envir<br>SR-1 SR-2<br>Shoreline Uses<br>B. Commercial (not including marinas, ports and boating facilities)<br>Commercial use; meets the requirements of Section 16.08.260 X X[7]<br>E. Mixed use (combination of commercial, residential and/or other types of uses)<br>Mixed use; meets the requirements of Section 16.08.250 X X[8]<br>7 For properties within the SR-2 environment and C-1/downtown zoning district see Section 16.08.260<br>8 For properties within the SR-2 environment and C-1/downtown zoning district see Section 16.08.250<br><br>**B. Commercial (not including marinas, ports and boating facilities**<br>Commercial use; meets the requirements of Section 16.08.260. **Add footnote 7 to SR-2 column**<br>7. For properties within the SR-2 environment and C-1/downtown zoning district see Section 16.08.260<br><br>**E. Mixed use (combination of commercial, residential and/or other types of uses)** | This required change intended to address existing and potential future commercial uses on properties located within the SR-2 SED with an underlying C-1 zoning designation. Options for addressing this were discussed with City staff and the required changes represent a solution the City proposed as a result of discussions.<br><br>The parcel identified in the city's proposed SMP amendment is not the only property in the SR-2 SED with an underlying C-1 zoning designation. There are a total of four (4) properties zoned C-1 with existing commercial uses that are impacted by the current commercial use prohibition in the SR-2 SED. These properties include:<br>19679 Front Street NE<br>19717 Front Street NE<br>19589 Front Street NE<br>19491 Front Street NE |

| | | | | |
|---|---|---|---|---|
| | | | Mixed use; meets the requirements of Section 16.08.250. **Add footnote 8 to SR-2 column**<br><br>8. For properties within the SR-2 environment and C-1/downtown zoning district see Section 16.08.250 | Changes were necessary to address potential piecemeal and uncoordinated development that could have resulted from addressing this issue for only one of the effected properties. |
| 3 | **Section 16.08.250 Mixed land uses –** | N/A – No changes were originally proposed. | D. Within the shoreline residential 2 (SR-2) environment for properties within the C-1/Downtown zoning district:<br>1. Mixed use developments, as defined in 16.08.040, shall be permitted;<br>2. For properties with direct access to Liberty Bay, new development within the shoreline buffer may be allowed if permanently occupied and maintained as water-oriented uses.<br>*Add new section (D) and renumber following sections. | Changes necessary for internal consistency and to provide sufficient scope and detail for effective implementation consistent with WAC 173-26-191(2)(a)(ii)(A).<br><br>The Poulsbo SMP provides the following definition<br><br>*"Mixed use" means the development of a tract of land, building or structure with a variety of complementary and integrated uses, such as, but not limited to: residential, commercial (office, retail), marina, public uses and/or recreation.*<br><br>Utilizing the above definition will allow a combination of residential, commercial (consistent with the allowances proposed in 18.08.250), water-dependent, and public access uses on these limited parcels which are located in the SR-2 SED and zoned C-1.<br><br>After discussion with Ecology, the City proposed changes to allow mixed uses within existing structures and for redevelopment proposal on properties within the SR-2 SED with a C-1 zoning designation. |
| 4 | **Section 16.08.260 Commercial land uses –** | N/A – No changes were originally proposed. | D. Within the shoreline residential 2 (SR-2) environment for properties within the C-1/Downtown zoning district:<br>1. Commercial use, including professional office, personal service, and retail sales, as defined in Section 18.40.030, shall be permitted;<br>2. Other commercial uses may be allowed with the approval of a shoreline conditional use permit. | Changes necessary for internal consistency and to provide sufficient scope and detail for effective implementation consistent with WAC 173-26-191(2)(a)(ii)(A).<br><br>The Poulsbo Municipal Code (PMC) 18.40.030 provides the following definitions:<br><br>*"Office, professional" means a building to be used for purpose of providing professional, administrative or business-related services.* |

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| | | | 3. For properties with direct access to Liberty Bay, new development within the shoreline buffer may be allowed if permanently occupied and maintained as water-oriented uses.<br>*Add new section (D) and renumber following sections. | *"Personal service use" means an establishment that provides services involving the care of a person or person's apparel, such as salons, barber shops, banks and credit unions, laundry and dry cleaning services, shoe/apparel repair shops, and the like.*<br><br>*"Retail sales" means commercial establishments primarily engaged in selling goods or merchandise to the general public for personal, business, or household consumption and rendering services incidental to the sale of such goods. Some characteristics of retail sales establishments are:*<br>*A. The establishment is usually a place of business and is engaged in activity to attract the general public to buy.*<br>*B. The establishment buys and receives as well as sells merchandise.*<br>*C. It may process, repair, or manufacture some of the products, such as jewelry, baked goods, apparel, pottery, or consumer electronics, where such processing, repair, or manufacturing is incidental or subordinate to sale activities.*<br>*D. Retail establishments sell to consumers for their own personal or household use.*<br><br>After discussion with Ecology, the City proposed changes to allow commercial uses within existing structures and for redevelopment proposal on properties within the SR-2 SED with a C-1 zoning designation.<br><br>Proposed change will allow the four (4) existing properties with a C-1 zoning designation and a SR-2 SED to continue as conforming uses. These properties can be converted to other similar commercial uses or be redeveloped for retail sales, personal service, or professional office uses. If another more intensive commercial use is proposed the project would require a shoreline conditional use permit. The application of the conditional use permit approval criteria will ensure that the new commercial use remain compatible with the surrounding development. |
| 5 | **Section 16.08.240 Residential land uses** –<br><br>C. Residential Density. | 2. In the SR-2 environment, residential density shall be ~~a minimum of four dwelling units per acre and a maximum of five~~ | 2. In the SR-2 environment, residential density shall be ~~a minimum of four dwelling units per acre and a maximum of five dwelling units per acre~~ as established in the underlying zone. However, no minimum density is established and the realized density shall be dependent on critical area(s) and shoreline buffer requirements. | 2. The City has proposed to replace of specific minimum and maximum density requirements with the underlying zoning code densities established in Poulsbo Municipal Code (PMC) Title 18.<br><br>Ecology was initially concerned that the high minimum density (11-units per net acre) requirements of RH zone could not be achieved outside the shoreline buffer. Ecology also found that the proposed |

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| | | ~~dwelling units per acre~~ as permitted in the underlying zone.<br><br>4. N/A –<br>No changes were originally proposed.<br><br>7. N/A –<br>No changes were originally proposed. | 4. In the HI environment, the maximum density of residential development as part of a mixed-use development per Section 16.08.250 is fourteen dwelling units per acre~~, or the limit of the residential percentage cap in the mixed-use development standards in Title 18, whichever is more restrictive~~. No minimum density is established.<br><br>7. Density shall comply with applicable comprehensive plan goals and policies, zoning restrictions, and shoreline area designation standards. It may not be possible to achieve the density range for a development site due to critical area(s) and shoreline buffer requirements, in combination with required dimensional standards (lot coverage, setbacks, height), and zoning requirements (parking, landscaping, etc.). | minimum density could preclude single family residential development by requiring a minimum density that could only be achieved with multifamily development based on required minimum lot sizes, zoning setbacks, and impervious surface limitations. Therefore, Ecology concluded that a change was required to the City's proposal, to remain consistent with RCW 90.58.020, which gives priority for single-family residences and their appurtenant structures. Pursuant to the SMA and SMP-Guidelines, multifamily and other non-water oriented uses should not be given priority or preference over single-family residential uses.<br><br>After discussions with Ecology, City staff proposed the Bill format changes shown in the column to the left.<br><br>4. After discussion with Ecology, City staff proposed the Bill format changes shown in the column to the left. These are intended to remove residential cap reference that is no longer applicable.<br><br>7. This change is necessary for internal consistency and for implementation consistent with RCW 90.58.020. The City intends to allow increased residential density for parcels that can accommodate higher densities within the SR-2 SED (without encroaching into the SR-1 or shoreline buffer/building setbacks). |
| 6 | **Section 16.08.240 Residential land uses –**<br><br>**A.** | N/A –<br>No changes were originally proposed. | A. Single-family residences are the preferred shoreline residential use in the SR-1 and SR-2 environments per RCW 90.58.020, when developed in a manner consistent with control of pollution and prevention of damage to the natural environment. However, a multifamily development ~~with up to four units per building~~ (development in a duplex, triplex, quadruplex or townhouse style) may be permitted within the SR-2 environment if consistent with the underlying zoning requirements and if no | Changes needed for internal consistency. |

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| | | | variances or conditional use permits would be required to accommodate the proposed development. | |
| 7 | **Section 16.08.040 Definitions** – | N/A – No changes were originally proposed. | **16.08.040 Definitions.**<br><br>The definitions in this section shall be used when administering the regulations in this chapter. The definition of any word or phrase not listed in this section which is in question when administering the regulations in this chapter shall be defined from one of the following sources in order of preference, with A. being the most preferable, and so on:<br><br>A. Shoreline Master Program<br>***** ***** ***** ***** *****<br><br>14. "Density" means a measurement of ratio comparing the number of dwelling units with land area in relationship to a specified amount of land, expressed as the number of residential dwelling units per acre of land or the amount of land area expressed in the square feet of land assignable to each dwelling unit in a residential development.<br><br>Density, Maximum. The "maximum density" shall be calculated by multiplying the development's subject site gross acreage by the maximum number of dwelling units allowed in the applicable zoning district. Maximum density is used to determine the maximum number of lots or units that may be achieved in a development.<br><br>Density, Minimum. The "minimum density" shall be calculated by multiplying the development's subject site net acreage by the minimum number of dwelling units required in the applicable zoning district. ("Net acreage" is the development subject site's gross acreage minus acreage for | Changes necessary for internal consistency and to provide sufficient scope and detail for effective implementation consistent with WAC 173-26-191(2)(a)(ii)(A).<br><br>Modifications to these definitions are necessary for implementation of other proposed amendments consistent with the SMA or Guideline definitions contained in RCW 90.58.030, WAC 173-26-020, and/or WAC 173-27-030.<br><br>After discussion with Ecology, City staff proposed these modifications to the definitions section:<br>• Slight re-organization of the definitions section to provide clarity, including new subheading Shoreline Master Program, the addition of a reference to definitions contained in the Poulsbo Municipal Code (PMC) and renumbering to accommodate new organization and definitions.<br>• Addition of a definition for Density, Maximum Density, and Minimum Density. |

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| | | | public rights-of-way, street tracts, private road easements, critical area and buffer protection, shoreline buffers, and storm management facilities, but not including parks and public or private recreation facilities dedicated or created as an integral part of the development.)<br>**** **** **** **** ****<br>B. ~~A.~~ Chapter 90.58 RCW;<br>C. ~~B.~~ Chapter 173-26 WAC;<br>D. Poulsbo Municipal Code (PMC)<br>E. ~~C.~~ Legal definitions from case law or a law dictionary;<br>F. ~~D.~~ The common dictionary. | |
| **8** | **Appendix B** | N/A –<br>No changes were originally proposed. | Delete Appendix B | Changes necessary for internal consistency.<br><br>Appendix B is a 20-page document titled *City of Poulsbo Zoning Code standards referenced by SMP.* It consists of the following parts:<br>• Chapter 18.08 Definitions<br>• 18.16.040 Lot requirement<br>• 18.20.040 Lot and density requirements<br>• 18.20.050 Special yard and distances between buildings with more than two attached units<br>• 18.24.040 Lot requirements<br>• 18.32.030 Development standards<br><br>Based on discussion with Ecology, City staff has proposed to remove Appendix B. The definitions from Chapter 18.08 are now proposed to be referenced directly in the SMP under 16.08.040.D. The various lot and density requirements were related to minimum and maximum densities, that the City has now proposed to eliminate in the SMP. |

# SITE SPECIFIC AMENDMENT

# TEXT AMENDMENT

## 16.08.040 Definitions.

The definitions in this section shall be used when administering the regulations in this chapter. The definition of any word or phrase not listed in this section which is in question when administering the regulations in this chapter shall be defined from one of the following sources in order of preference, with A. being the most preferable, and so on:

A. Shoreline Master Program

1. "Accessory use" or "accessory structure" means a use or structure that is subordinate to the principal use of the subject site or the principal building on the site, serving a purpose customarily associated with and incidental to the primary use or structure.

2. "Activity" or "activities" means any action within the shoreline jurisdiction that makes use of or impacts shoreline resources or functions.

3. "Aquaculture" means the cultivation of fish, shellfish and/or other aquatic animals or plants, including the incidental preparation of these products for human use. This definition does not include approved native habitat restoration or native species restoration activities on the tidelands or bedlands of Liberty Bay.

4. "Agriculture" means activities involved in the production of crops and livestock. The definition includes, but is not limited to, operation and maintenance of farm and stock ponds or drainage ditches, irrigation systems, changes between agricultural activities or crops, and normal operation, maintenance or repair of existing serviceable structures, facilities, or improved areas. Forest practices are not included in this definition.

5. "Aquatic" means those areas waterward of the ordinary high water mark.

6. "Boat repair and service, major" means nonroutine boatyard type activities for maintenance and repair, such as hull repair, refinishing and surface preparation, cleaning or scraping of ablative or soft-sloughing bottom paints, refinishing projects that exceed twenty-five percent (annually) of the deck and superstructure, and/or which have the potential to impact the shoreline environment, water and/or air quality.

7. "Boat repair and service, minor" means routine in-slip or dockside maintenance and repair, such as cleaning, internal engine work, replacement of running gear, rigging, or small refinishing projects that are limited to less than twenty-five percent (annually) of the deck and superstructures (not the hull, sides or bottom), and which do not impact the shoreline environment, water and/or air quality.

8. "Boating facility" means an establishment for public or private use with aquatic and/or upland development, that provides moorage, boat haulout, boat launches, docks, and/or boat repair and maintenance and related services to the general boating community, such as but not limited to marinas. For the purposes of this chapter, the definition does not include docks or other development associated with residential uses such as single-family or multifamily development.

9. "Buoy" means a floating object anchored to provide a mooring location away from shore, to provide navigational direction or other maritime information, to serve as a marker or separator between differing uses or ownership, or to transmit signals.

10. "Clearing" means the destruction or removal of vegetative cover and/or trees, including but not limited to root material removal and/or topsoil removal.

11. "Commercial use" means retail and service commercial establishments, and office uses.

12. "Critical saltwater habitat" means spawning and holding areas for forage fish, such as herring, smelt and sand lance; shellfish beds; mudflats, intertidal habitats with vascular plants, and areas with which priority species have a primary association, as designated in the city comprehensive plan's fish and wildlife habitat conservation areas map or subsequently adopted document; or as otherwise defined in WAC 173-26-221(2)(ii) or its successor.

13. "Critical areas" include the following areas and ecosystems: (a) wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) geologically hazardous areas; and (e) frequently flooded areas.

14. "Density" means a measurement of ratio comparing the number of dwelling units with land area in relationship to a specified amount of land, expressed as the number of residential dwelling units per acre of land or the amount of land area expressed in the square feet of land assignable to each dwelling unit in a residential development.

Density, Maximum. The "maximum density" shall be calculated by multiplying the development's subject site gross acreage by the maximum number of dwelling units allowed in the applicable zoning district. Maximum density is used to determine the maximum number of lots or units that may be achieved in a development.

Density, Minimum. The "minimum density" shall be calculated by multiplying the development's subject site net acreage by the minimum number of dwelling units required in the applicable zoning district. ("Net acreage" is the development subject site's gross acreage minus acreage for public rights-of-way, street tracts, private road easements, critical area and buffer protection, shoreline buffers, and storm management facilities, but not including parks and public or private recreation facilities dedicated or created as an integral part of the development.)

15.~~14.~~ "Destroy" or "destruction" means significant damage to more than fifty percent of a structure, or damage that renders a structure uninhabitable or unusable for its intended purpose, from a sudden, unforeseen event such as a fire or windstorm.

16~~15~~. "Developable" means a property that is currently undeveloped or with little development, but which may reasonably be expected to develop or to have additional development in future, given its size, location, site restrictions and zoning.

17~~16~~. "Development" means an action consisting of one or more of the following: (a) the construction or exterior alteration of structures; (b) dredging; (c) drilling; (d) dumping; (e) filling; (f) removal of any sand, gravel or minerals; (g) bulkheading; (h) driving of piling; (i) placing of obstructions; (j) any project of a permanent or temporary nature which interferes with the normal public use of the surface of the waters overlying lands subject to Chapter 90.58 RCW at any state of water level; or (k) creation of new lots.

18~~17~~. "Dock" means a structure that floats on the surface of the water, without piling supports, but which is attached to land or an over-water structure. Typically used for boat moorage, swimming, public access, and other activities that require access to deep water.

19~~18~~. "Dredging" means the removal of earth, sediment, sand and/or gravel from the bottom of a water body below the OHWM.

20~~19~~. "Dune" or "dunes" means mounds or hills of sand along a shoreline that have been formed by wind action. (There are no dunes within the city's shoreline jurisdiction.)

21~~20~~. "Ecological functions" are the work performed or role played by the physical, chemical and biological processes that contribute to the maintenance of the aquatic and terrestrial environments that constitute the shoreline's natural ecosystem.

22~~21~~. "Fill" is the addition of earth, sediment, sand, gravel, earth-retaining structure or other material to an area waterward of the ordinary high water mark, in wetlands, or on shorelands in a manner that raises the elevation or creates dry land.

23~~22~~. "Float" means a structure designed to float on the water which provides opportunities for recreation or moorage similar to a dock or pier, but which is not built on pilings or attached to land or another structure except by an anchor or similar nonstructural connection.

24~~23~~. "Floating home" means a floating structure designed substantially as a permanently located residence by means of permanent utilities, anchoring design, and lack of adequate self-propulsion to operate as a vessel; or any similar floating structure not originally designed as a permanently located residence but which is being used for such a purpose.

25~~24~~. "Floodplain" is synonymous with the one-hundred-year floodplain and means the land susceptible to inundation with a one percent chance of being equaled or exceeded in any given year. The limit of this area shall be based upon Federal Emergency Management Agency flood maps or other reasonable method that meets the objectives of the Shoreline Management Act.

2625. "Floodway" means the channel of a river and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the surface elevation more than a specified height. The limit of this area shall be based upon Federal Emergency Management Agency flood maps or other reasonable method that meets the objectives of the Shoreline Management Act.

2726. "Forest land" means all land that is capable of supporting a merchantable stand of timber and is not being actively used, maintained, developed or converted in a manner that is incompatible with timber production.

2827. "Forest practices" means any activity conducted on or directly pertaining to forest land, and the growing, processing or harvesting of timber. This definition does not include activities such as tree marking and surveying.

2928. "Geological report" means a geotechnical report with the exception of engineering recommendations, and shall be prepared either by a licensed geotechnical engineer or by a geologist.

3029. "Geotechnical report" means a scientific study or evaluation conducted by a qualified expert that includes a description of the ground and surface hydrology and geology, the affected land form and its susceptibility to mass wasting, erosion, and other geologic hazards or processes, conclusions and recommendations regarding the effect of the proposed development on geologic conditions, the adequacy of the site to be developed, the impacts of the proposed development, alternative approaches to the proposed development, and measures to mitigate potential site-specific and cumulative geological and hydrological impacts of the proposed development, including the potential adverse impacts to adjacent and down-current properties. Geotechnical reports shall conform to accepted technical standards and must be prepared by qualified professional engineers or geologists who have professional expertise about the regional and local shoreline geology and processes.

3130. "Grading" is the movement or redistribution of the soil, sand, rock, gravel, sediment or other material on a site that alters the natural contour of the land.

3231. "Hard armoring" or "hard shoreline stabilization" means structural shoreline stabilization and reinforcement measures that are solid with hard surfaces, such as concrete, pilings, rock revetments, gabions, concrete groins, retaining walls, bulkheads and similar nonnatural approaches to shoreline stabilization.

3332. "Hazard tree" or "hazardous tree" means any tree that has been determined to be a present hazard to persons or property by the city arborist or another certified arborist, according to the tree hazard evaluation standards established by the International Society of Arboriculture.

3433. "Industrial use" means a land use that involves the production, processing, manufacturing, or fabrication of goods or materials. This definition does not include commercial retail, storage, installation or use of goods or materials manufactured elsewhere, such as boat repair or marine equipment storage.

3534. "In-stream structure" means a structure located partially or completely waterward of the ordinary high water mark of a stream other than the estuary of Dogfish Creek.

3635. "In-water structure" means a structure located partially or completely waterward of the ordinary high water mark of Liberty Bay or the estuary of Dogfish Creek, of which structure all or a portion is partially or completely submerged during the diurnal tidal rhythm.

3736. "Liveaboard" or "liveaboard vessel" means a vessel used as an over-water or in-water residence in Liberty Bay for a period exceeding two months in any one calendar year.

3837. "Lot coverage" means that percentage of the total lot area covered by structures, including all projections except eaves, driveways and concrete patios. Lot coverage does not include subsurface structures.

3938. "Marina" means a public or private boating facility providing boat moorage facilities to the general boating community, such as boat slips and docks. A marina may also include boating-related services such as fuel or boat repair, and other uses consistent with the provisions of this chapter.

4039. "Mean high water" means the average elevation of all high waters recorded at a particular point or station, based on data obtained from the most recent tidal epoch recorded by the NOAA Liberty Bay tidal station, or that of an official successor agency.

4140. "Mining" means the removal of naturally occurring materials from the earth for economic uses pursuant to Chapter 78.44 RCW and Chapter 332-18 WAC.

42~~41~~. "Mitigation sequencing" means that where mitigation is required, mitigation measures per WAC 173-26-201(2)(e), or as subsequently amended, shall be applied in the following sequence of steps listed in order of priority, with (a) being the top priority: (a) avoiding the impact altogether by not taking a certain action or parts of an action; (b) minimizing impacts by limiting the degree or magnitude of the action and its implementation by using appropriate technology or by taking affirmative steps to avoid or reduce impacts; (c) rectifying the impact by repairing, rehabilitating, or restoring the affected environment; (d) reducing or eliminating the impacts over time by preservation and maintenance operations; (e) compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and (f) monitoring the impact and the compensation projects and taking appropriate corrective measures.

43~~42~~. "Mixed use" means the development of a tract of land, building or structure with a variety of complementary and integrated uses, such as, but not limited to: residential, commercial (office, retail), marina, public uses and/or recreation.

44~~43~~. "Moorage" or "moorage facility" means a marina, open water moorage and anchorage area, pier, dock, mooring buoy, slip, or any other similar fixed moorage site.

45~~44~~. "Nonconforming structure" means an in-water, over-water or upland structure which was lawfully constructed or placed prior to the effective date of the applicable shoreline master program, or amendments thereto, but which does not conform to present shoreline development regulations or standards of the program. An example of a nonconforming structure is a structure that does not meet shoreline development standards such as yard setbacks, parking requirements, lot coverage, density or height. A nonconforming structure may also contain a nonconforming use or uses.

46~~45~~. "Nonconforming use" means an in-water, over-water or upland use which was lawfully established prior to the effective date of the applicable shoreline master program, or amendments thereto, but which does not conform to present shoreline use regulations or standards of the program. Examples of a nonconforming use are: (a) a use located anywhere in the shoreline jurisdiction that is not permitted or conditionally permitted in the relevant shoreline environment; (b) a use located in a shoreline buffer that is permitted or conditionally permitted in the relevant shoreline environment, but that does not comply with the water-related, water-dependent or public access/recreation standard for uses within a buffer; or (c) a use in the aquatic environment that is not water-related, water-dependent, or public access/recreation. A nonconforming use may also be located within a nonconforming structure.

47~~46~~. "No net loss" means no net loss of shoreline ecological functions as defined in WAC 173-26-186(8) or its successor.

48~~47~~. "Ordinary high water mark" or "OHWM" is the mark that will be found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation as that condition exists on June 1, 1971, as it may naturally change thereafter, or as it may change thereafter in accordance with permits issued by a local government or the Department of Ecology; provided, that in any area where the ordinary high water mark cannot be found, the ordinary high water mark adjoining salt water shall be the line of mean higher high tide and the ordinary high water mark adjoining fresh water shall be the line of mean high water.

49~~48~~. "Over-water structure" means a structure located partially or completely waterward of the ordinary high water mark of which no portion (excluding accessory support such as piers, pilings or floats) is submerged during the diurnal tidal rhythm.

50~~49~~. "Pier" means a structure supported by pilings that projects over, and is raised above, the water but is attached to land or to a structure, and that is typically used for boat moorage, swimming, fishing, public access, float plane moorage, or similar activities requiring access to deep water.

51~~50~~. "Public" means a structure, facility, use or service that is available to be used or occupied by the public.

52~~51~~. "Preferred uses" are those uses, in the following order of preference, which (a) recognize and protect the statewide interest over local interest; (b) preserve the natural character of the shoreline; (c) result in long-term over short-term benefit; (d) protect the resources and ecology of the shoreline; (e) increase public access to publicly owned areas of the shoreline; (f) increase recreational opportunities for the public in the shoreline; and (g) provide for any other element as defined in RCW 90.58.100 deemed appropriate or necessary; consistent with the provisions of RCW 90.58.020, or as subsequently amended.

5352. "Primary structure" or "principal structure" means the structure associated with the principal use of the property. In some circumstances, such as multibuilding commercial or multifamily residential development, there may be more than one primary structure on a property. This definition shall not include nonhabitable, accessory structures such as storage sheds, greenhouses, swimming pools, and parking lots.

5453. "Priority uses" include (a) protection and restoration of ecological functions to control pollution and prevent damage to the natural environment and public health; (b) water-dependent and associated water-related uses; (c) water-related and water-enjoyment uses; (d) single-family residential uses; (e) non-water-oriented uses in locations where the above described uses are inappropriate or where non-water-oriented uses demonstrably contribute to the objectives of the Shoreline Management Act, consistent with the provisions of WAC 173-26-201(2)(d), or as subsequently amended.

5554. "Priority species" means species requiring protective measures and/or management to ensure their persistence at genetically viable population levels. Priority species include state-listed or state-proposed endangered, threatened or sensitive species and candidate species.

5655. "Public access" means the ability of the general public to reach, touch and enjoy the water's edge, to travel on the waters of the state, and to view the water and shoreline from adjacent locations.

5756. "Recreational development" or "recreational facilities" means private and public facilities designed and used to provide recreational opportunities to the public and/or to private communities, including facilities in public parks.

5857. "Rebuild" for the purposes of this chapter means the reconstruction of a structure that has been damaged by more than fifty percent, or destroyed, by a sudden, unforeseen event such as a fire or windstorm.

5958. "Redevelop" or "redevelopment" for the purposes of this chapter means the deliberate replacement of more than fifty percent of an existing structure, or demolition of the structure, with development of a new and/or remodeled structure or structures in its place.

6059. "Repair" for the purposes of this chapter includes routine or minor maintenance, and repair of minor damage to up to fifty percent, to an existing structure.

6160. "Residential development" or "residential land use" means one or more buildings or portions thereof which are used to provide a place of abode for human beings, including single-family detached homes, two- and three-family attached homes (duplex and triplex), multifamily residences, assisted living, row houses, townhomes, and similar housing, together with accessory uses and structures normally common to residential uses and permitted by city code. This definition does not include hotels, motels, bed and breakfast facilities, transient housing, boarding houses or camping facilities.

6261. "Restore" or "restoration" for the purposes of this chapter means major repairs to a structure beyond the scope of normal maintenance, or repairs to more than fifty percent of a structure where damage does not meet the level of "destruction."

6362. "Shorelands" means those lands extending landward for two hundred feet in all directions as measured on a horizontal plane from the ordinary high water mark. Also referenced as "uplands" for the purposes of this chapter.

6463. "Shoreline administrator," for the purposes of this chapter, shall mean the city planning director or his/her assignee.

6564. "Shoreline buffer" means an area immediately adjacent to the shoreline as measured from the OHWM, which is required to remain undeveloped and in its natural state to protect the shoreline environment and essential habitat elements for fish and/or wildlife, unless otherwise indicated in this chapter. Shoreline buffers and setbacks extend both above and below ground.

6665. "Shoreline buffer setback" means an area immediately adjacent to a shoreline buffer within which no buildings or other structures may be constructed, unless otherwise indicated in this chapter. The buffer setback protects the shoreline buffer during development activities, use, and routine maintenance occurring adjacent to the buffer.

6766. "Shoreline master program" or "SMP" means the city's combined comprehensive plan policies, development regulations, and permit process system that addresses development and uses, which is based on state

laws and rules but is tailored to the specific geographic, economic and environmental needs of the community. The local SMP is essentially a shoreline-specific combined comprehensive plan, zoning ordinance, and development permit system.

6867. "Shoreline stabilization" means actions taken to address erosion impacts to property and dwellings, businesses, or structures caused by natural processes, such as current, flood, tides, wind, or wave action, including both structural and nonstructural methods.

6968. "Shorelines" means all of the water areas of the state and their associated shorelands, together with the lands underlying them, except (a) shorelines of statewide significance.

7069. "Shorelines of statewide significance" are those areas of Puget Sound and the Strait of Juan de Fuca and adjacent salt water north to the Canadian line and lying seaward from the line of extreme low tide.

7170. "Sign" means any device, structure, fixture or placard using, containing or displaying graphics, symbols or written copy for the purpose of advertising or identifying any establishment, product, occupant, service or related information, including signs placed in windows or painted upon building facades.

7271. "Significant tree" for the purposes of this chapter shall mean a tree that is at least ten inches in diameter measured at four feet from the ground.

7372. "Soft shoreline armoring" or "soft shoreline stabilization" means nonstructural or nonrigid stabilization measures such as vegetation and beach enhancement, upland drainage control, and gravel placement.

7473. "Structure" means a permanent or temporary edifice or building, or any piece of work artificially built or composed of parts joined together in some definite manner, whether installed on, above, or below the surface of the ground or water, except for vessels.

7574. "Transportation facilities" means public or private roads and streets that are used by cars and similar motorized vehicles. This definition does not include private driveways.

7675. "Unpermitted structure" means a structure that was not lawfully constructed or placed according to the shoreline master program or other city regulations in effect at the time of its construction or placement.

7776. "Unpermitted use" means a use that was not lawfully established according to the shoreline master program or other city regulations in effect at the time of its establishment.

7877. Upland Area or Uplands. See "Shorelands."

7978. "Utilities, accessory" means on-site utilities that serve a primary use on the site, such as a water, sewer or gas line to a residence or business, and shall be considered part of the primary use.

8079. "Utilities, primary" means facilities which produce, store, collect, treat, carry, discharge, or transmit water, storm drainage, natural gas, sewage, electricity, phone or cable communications, or similar services.

8180. "Vessel" means ships, boats, barges, or any other floating craft which are designed and used for navigation and do not interfere with the normal public use of the water.

8281. "Viewshed" for the purposes of this chapter means a view of the Liberty Bay shoreline and surrounding shorelands, as seen by the human eye along a continuous vantage from designated public rights-of-way and public parks in the shoreline jurisdiction.

8382. "View corridor" for the purposes of this chapter means a city-approved, designated open area on one or more properties that extends from a public right-of-way or public park within a designated viewshed to the shoreline, to provide public views of the shoreline. Private views of the shoreline from or across either public or private property are not protected.

8483. "Water-dependent use" means a use which cannot exist in a location that is not adjacent to the water and which is dependent on the water by reason of the intrinsic nature of its operation.

8584. "Water-enjoyment use" means a recreational use or other use that facilitates public access to the shoreline as a primary characteristic of the use; or a use that provides recreational use or aesthetic enjoyment of the shoreline for a large number of people with the water or shoreline for leisure and enjoyment as a general character of the use and which, through location, design and operation, assure the public's ability to interact with

the water or shoreline. In order to qualify as a water-enjoyment use, the use must be open to the public and most if not all of the water or shoreline oriented space in the facility must be devoted to the specific aspects of the use that foster shoreline or water interaction.

8685. "Water-oriented use" means a use that is water-dependent, water-related or water-enjoyment, or a combination of such uses.

8786. "Water-related use" means a use that is not intrinsically dependent on a shoreline location but whose economic viability is dependent upon a shoreline location because of a functional requirement for a shoreline location, such as the arrival or shipment of materials by water, or because the use provides a necessary service supportive of a water-dependent commercial activity.

8887. "Wetlands" or "wetland areas" means areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas to mitigate the conversion of wetlands)

B. ~~A.~~ Chapter 90.58 RCW;

C. ~~B.~~ Chapter 173-26 WAC;

D. Poulsbo Municipal Code (PMC)

E. ~~C.~~ Legal definitions from case law or a law dictionary;

F. ~~D.~~ The common dictionary.

## 16.08.180 Shoreline Use Table.

A. The shoreline use table below indicates appropriate shoreline uses in each of the city's environmental designations, subject to restrictions indicated in Sections 16.08.190 through 16.08.320, and is applicable to the following:

1. New development, uses or activities. This does not include normal maintenance or repair.
2. Redevelopment according to Section 16.08.040(58) of a conforming structure of the same size and within the same footprint as the existing structure. If redevelopment of a nonconforming structure is proposed, the nonconformance regulations in Article VI of this chapter shall apply.
3. Expansion of an existing development, use or activity above that existing as of the effective date of this master program.
4. A change of use between categories of uses as indicated in A. through J. in the shoreline use table.

B. The following requirements apply to all proposed uses, activities and developments:

1. Uses, activities or development not listed in this section or Section 16.08.190 shall be considered "unclassified" and shall be reviewed and processed as conditional uses.
2. If there is any conflict between the shoreline use table and the written provisions of this chapter, or between this chapter and other city regulations, the more stringent requirement or regulation shall apply unless otherwise indicated in this chapter.
3. Permitted or conditionally permitted uses or development are allowed only where the underlying zoning also allows such uses or development. For more specific requirements or restrictions pertaining to each use, refer to Title 18 (Zoning).

C. Shoreline modifications are addressed in Article V, Shoreline Modifications.

## Shoreline Use Table

The table is coded according to the following legend:

P = Permitted, when meeting requirements for that use and shoreline environment; may be subject to shoreline substantial development permit, minor shoreline development permit or shoreline exemption requirements. See Chapter 16.09 for substantial development permit and minor development permit requirements.

C or MC = Conditional use or minor conditional use, when approved by the city and the Department of Ecology. See Chapter 16.09 for conditional use and minor conditional use permit requirements.

V = Development may be allowed with a shoreline variance in order to permit reasonable use of the property, through a shoreline buffer and/or setback reduction or other reduction in dimensional standards, per WAC 173-27-170, in addition to any other required shoreline permit or exemption.

X = Prohibited; the use is not eligible for a variance or conditional use permit.

N/A = Not applicable in the specific environment, due to the intrinsic nature of the use. For example, a boat slip can only be located in an aquatic environment.

Refer to Section 16.08.190 for uses prohibited in all shoreline environments.

Refer to Chapter 16.09 for permit application and processing requirements.

For any use not addressed in this table or in Section 16.08.190: refer to subsection (B)(1) of this section.

| | Environment Designations | | | | | |
|---|---|---|---|---|---|---|
| | SR-1 | SR-2 | HI | UC | N | A |
| **Shoreline Uses** | | | | | | |
| **A. Aquaculture** | N/A | N/A | N/A | N/A | C[1] | N/A |
| **B. Commercial (not including marinas, ports and boating facilities)** | | | | | | |
| Commercial use; meets the requirements of Section 16.08.260 | X | X[7] | P | C | X | C[2] |
| Commercial use; does not meet the requirements of Section 16.08.260 | X | X | X | X | X | X |
| Accessory commercial—water-related, water-enjoyment or non-water-oriented | MC | MC | P | C | X | X |
| **C. Habitat restoration activities[3]** | P | P | P | P | P | P |
| **D. Marinas (public and private), and other boating facilities[4]** | | | | | | |
| In-water boat slips, boat moorage | N/A | N/A | N/A | N/A | N/A | P[5] |
| Major boat repair and service | X | X | C | X | X | X |
| Minor boat repair, inspection and service | C | X | P | X | X | P |
| Liveaboard vessels | N/A | N/A | N/A | N/A | N/A | C[5] |
| **E. Mixed use (combination of commercial, residential and/or other types of uses)** | | | | | | |
| Mixed use; meets the requirements of Section 16.08.250 | X | X[8] | P | C | X | X |
| Mixed use; does not meet the requirements of Section 16.08.250 | X | X | X | X | X | X |
| **F. Park and recreational facilities, including but not limited to docks and boat launches** | C | C | P | P | P | C |
| **G. Parking lots and parking structures, more than four vehicles** | | | | | | |
| Parking lot associated with an approved multifamily residential development | P | P | N/A | P | N/A | N/A |
| Parking lot associated with an approved water-dependent or water-related use | C | C | MC | C | X | N/A |
| Parking garage, as part of an overall structure containing water-oriented development, or a combination of water-oriented and non-water-oriented development | X | X | C[6] | X | X | N/A |

| | Environment Designations | | | | | |
|---|---|---|---|---|---|---|
| | SR-1 | SR-2 | HI | UC | N | A |
| **H. Public services, transportation and utilities** | | | | | | |
| New or expanded public or private roads | C | C | C | C | C | N/A |
| Public or private primary utilities | C | C | C | C | C | C |
| Public or private transmission lines | C | C | C | C | C | C |
| **I. Residential** | | | | | | |
| Single-family residential | V | P | X | X | X | X |
| Duplex and triplex residential | V | P | X | X | X | X |
| Multifamily residential, four or more units | V, MC | P | X | X | X | X |
| Detached structures (ADU, garage, shed, etc.) that are accessory to existing or approved residential development | V | MC | X | X | X | X |
| **J. Scientific, historical, cultural, and educational research activities** | MC | MC | MC | MC | MC | MC |

| | |
|---|---|
| 1 | Applications for aquaculture will be considered on a case-by-case basis, as reviewed against Policy NE-8.23 in the city's comprehensive plan. |
| 2 | Permitted or conditionally permitted only adjacent to upland environments designated HI. |
| 3 | If habitat restoration is associated with a shoreline permit for a development plan or mitigation for development/use impacts, the proposed habitat restoration shall be reviewed as part of the shoreline permit for the development/use. Also refer to Section 16.09.120. |
| 4 | Also see Article V of this chapter, Shoreline Modifications, for specific requirements for structures within marinas and boating facilities, such as docks and boat launches, and for shoreline modification activities such as dredging. |
| 5 | Permitted or conditionally permitted only (1) adjacent to upland environments designated HI, or (2) associated with an existing permitted or conditionally permitted development in the aquatic and adjacent upland environments, or (3) associated with a development plan to be approved through a shoreline permit and/or land use permit for the aquatic and adjacent upland environments. |
| 6 | Development associated with the parking garage shall meet the requirements of WAC 173-26-241(3)(d)(i) and (ii) and Section 16.08.300. |
| 7 | For properties within the SR-2 environment and C-1/downtown zoning district see Section 16.08.260 |
| 8 | For properties within the SR-2 environment and C-1/downtown zoning district see Section 16.08.250 |

## 16.08.240 Residential land uses.

A. Single-family residences are the preferred shoreline residential use in the SR-1 and SR-2 environments per RCW 90.58.020, when developed in a manner consistent with control of pollution and prevention of damage to the natural environment. However, a multifamily development ~~with up to four units per building~~ (development in a duplex, triplex, quadruplex or townhouse style) may be permitted within the SR-2 environment if consistent with the underlying zoning requirements and if no variances or conditional use permits would be required to accommodate the proposed development.

B. In the HI environment, new multifamily residential units may be permitted only as part of a mixed-use development that complies with the requirements of Section 16.08.250.

C. Residential Density.

1. In the SR-1 environment, no residential densities are established, as development of new or additional residential units in this environment is not permitted except through a shoreline variance.

2. In the SR-2 environment, residential density shall be ~~a minimum of four dwelling units per acre and a maximum of five dwelling units per acre~~ as established in the underlying zone. However, no minimum density is established and the realized density shall be dependent on critical area(s) and shoreline buffer requirements, in combination with required dimensional standards (lot coverage, setbacks, height), and zoning requirements (parking, landscaping, etc.).

3. In the N environment, residential use is not allowed, and therefore no minimum or maximum density is established.

4. In the HI environment, the maximum density of residential development as part of a mixed-use development per Section 16.08.250 is fourteen dwelling units per acre.~~, or the limit of the residential percentage cap in the mixed-use development standards in Title 18, whichever is more restrictive.~~ No minimum density is established.

5. In the UC environment, development of new or additional residential units is not permitted except as part of a mixed use development in areas with commercial zoning. New or additional residential units shall not be constructed in city parks. No minimum or maximum density is established.

6. In the A environment, residential use is prohibited except for liveaboard vessels meeting the requirements of Section 16.08.270(E). No minimum or maximum density is established.

7. Density shall comply with applicable comprehensive plan goals and policies, zoning restrictions, and shoreline area designation standards. It may not be possible to achieve the density range for a development site due to critical area(s) and shoreline buffer requirements, in combination with required dimensional standards (lot coverage, setbacks, height), and zoning requirements (parking, landscaping, etc.).

D. New residential buildings and structures waterward of the OHWM, including accessory structures, are prohibited.

E. No new or expanded development associated with a residential use or a non-water-dependent component of a commercial or mixed-use development shall be permitted waterward of the OHWM, including but not limited to docks, piers, floats, boat houses, boat lifts, boat launch ramps and haulouts.

F. Any new multifamily development of more than four total units on a property that is located directly on the shoreline shall be required to provide shoreline access which shall be available for public use, unless it can be demonstrated that access is infeasible due to topography (e.g., high or unstable bluffs) or other reasons of public safety, or where provision of access would result in impacts to a critical saltwater habitat area.

## 16.08.250 Mixed Land Uses.

A new mixed use development, or an expansion to an existing development that will contain mixed uses, may consist of any combination of residential, commercial, marina or recreational uses as allowed in the underlying zoning category and standards, with the following requirements:

A. All new or expanded development within the aquatic environment or within the shoreline buffer and setback in any other environment must be permanently occupied and maintained by one or more water-dependent and/or water-related uses that are permitted or conditionally permitted in the aquatic environment, unless otherwise specified in subsections B through E of this section.

B. Within the high intensity environment of the downtown planning segment, if the subject property has direct access to Liberty Bay, all new development within the shoreline buffer shall be permanently occupied and maintained as water-dependent and/or water-related uses. Outside of the shoreline buffer, an area or areas equivalent to at least twenty-five percent of the new or additional building square footage shall be permanently occupied and maintained as water-dependent and/or water-related uses. The area(s) may be located within a building and/or outdoors. Refer to Section 16.08.480 for specific requirements and exceptions for the redevelopment and expansion of nonconforming structures, or structures with nonconforming uses.

C. Within the high intensity environment of the Front Street planning segment, if the subject property has direct access to Liberty Bay, all new development within the shoreline buffer shall be permanently occupied and maintained as water-oriented uses. Outside of the shoreline buffer, an area or areas equivalent to at least twenty-five percent of the new or additional building square footage shall be permanently occupied and maintained as water-oriented uses. The area(s) may be located within a building and/or outdoors. Refer to Section 16.08.480 for specific requirements and exceptions for the redevelopment and expansion of nonconforming structures, or structures with nonconforming uses.

D. Within the shoreline residential 2 (SR-2) environment for properties within the C-1/Downtown zoning district:

1. Mixed use developments, as defined in Section 16.08.040, shall be permitted;

2. For properties with direct access to Liberty Bay, new development within the shoreline buffer may be allowed if permanently occupied and maintained as water-oriented uses.

E. ~~D.~~ If the subject property in any environment is separated from Liberty Bay by another property or a public right-of-way, an area or areas equivalent to at least twenty-five percent of the new or additional square footage shall be permanently occupied and maintained as water-enjoyment and/or water-related uses. The area(s) may be located within a building and/or outdoors.

F. ~~E.~~ If the subject property has direct access to Liberty Bay, a new mixed use development, or an addition to an existing development that will increase the gross building floor area by more than twenty-five percent over that existing after the effective date of this master program, shall provide public access to the shoreline unless such access is demonstrated to be incompatible due to reasons of safety, security or environmental impact. If public access cannot be provided for one or more of these reasons, the applicant shall provide one or more alternative forms of shoreline-related public benefit as approved by the planning director, such as additional ecological restoration or visual access.

G. ~~F.~~ If a proposed mixed use development is required to provide a dedicated view corridor per Sections 16.08.210(E) and/or 16.08.360(C), or a public access path per subsection E of this section, the area within the view corridor or public access path may apply toward the required percentage of site or building occupancy indicated in subsections B through D of this section.

## 16.08.260 Commercial Land Uses.

This section does not apply to public and private marinas, port or boating facilities, including boat maintenance and service facilities, which are addressed in Section 16.08.270.

New or expanded commercial development shall meet the following requirements:

A. All new or expanded development within the aquatic environment or the shoreline buffer and setback in any other environment must be permanently occupied and maintained by one or more water-dependent uses and/or water-related uses that are permitted or conditionally permitted in the relevant environment, unless otherwise specified in subsections B through F of this section.

B. Within the high intensity environment of the downtown planning segment, if the subject property has direct access to Liberty Bay, all new development within the shoreline buffer shall be permanently occupied and maintained as water-dependent and/or water-related uses. Outside of the shoreline buffer, an area or areas equivalent to at least twenty-five percent of the new or additional building square footage shall be permanently occupied and maintained as water-related and/or water-dependent uses. The area(s) may be located within a building and/or outdoors. Refer to Section 16.08.480 for specific requirements and exceptions for the redevelopment and expansion of nonconforming structures, or structures with nonconforming uses.

C. Within the high intensity environment of the Front Street planning segment, if the subject property has direct access to Liberty Bay, all new development within the shoreline buffer shall be permanently occupied and maintained as water-oriented uses. Outside of the shoreline buffer, an area or areas equivalent to at least twenty-five percent of the new or additional building square footage shall be permanently occupied and maintained as water-oriented uses. The area(s) may be located within a building and/or outdoors. Refer to Section 16.08.480 for specific requirements and exceptions for the redevelopment and expansion of nonconforming structures, or structures with nonconforming uses.

D. Within the shoreline residential 2 (SR-2) environment for properties within the C-1/Downtown zoning district:

1. Commercial use, including professional office, personal service, and retail sales, as defined in Section 18.40.030, shall be permitted;

2. Other commercial uses permitted in the C-1 zoning district may be allowed with the approval of a shoreline conditional use permit.

3. For properties with direct access to Liberty Bay, new development within the shoreline buffer may be allowed if permanently occupied and maintained as water-oriented uses.

E. ~~D.~~ If the subject property in any environment is separated from Liberty Bay by another property or a public right-of-way, an area or areas equivalent to at least twenty-five percent of the new or additional building square footage shall be permanently occupied and maintained as water-enjoyment and/or water-related uses. The areas may be located within a building and/or outdoors.

F. ~~E.~~ If the subject property has direct access to Liberty Bay, a new commercial development, or an addition to an existing development that will increase the gross building floor area by more than twenty-five percent over that existing after the effective date of this master program, shall provide public access to the shoreline unless such access is demonstrated to be incompatible due to reasons of safety, security or environmental impact. If public access cannot be provided for one or more of these reasons, the applicant shall provide one or more alternative

forms of shoreline-related public benefit as approved by the planning director, such as additional ecological restoration or visual access.

G. ~~F.~~ If a proposed commercial development is required to provide a dedicated view corridor per Sections 16.08.210(E) and/or 16.08.360(C), or a public access path per subsection E of this section, the area within the view corridor or public access path may be permitted to apply toward the required percentage of site or building occupancy indicated in subsections B through D of this section.

# Appendix B

City of Poulsbo Critical Areas Ordinance – Zoning Code Regulations
The following sections of PMC 18, Zoning Ordinance, shall be implemented in shoreline critical areas and their buffers according to the requirements of PMC 16.08:

*Chapter 18.08*

**18.08.010 Definitions.**

Except where specifically defined in this chapter, all words used in this title shall carry their customary meaning, as defined and explained in any current edition of Webster's Unabridged Dictionary. Where doubt exists concerning the dictionary definition, the term will be defined by the procedures established in Section 18.04.040.

"Abutting," for the purposes of this title and the establishment of special development standards, shall mean adjoining with a common boundary line; except that where two or more lots adjoin only at a corner or corners, they shall not be considered abutting unless the common property line between the two parcels measures eight feet or greater in a single direction.

"Access" or "access way" shall mean the place, means, or way by which pedestrians and vehicles shall have safe, adequate, and usable ingress and egress to a property or use, as required by this title.

"Accessory dwelling" shall mean separate living quarters contained within or detached from the primary residence; provided, no mobile home or recreational vehicle shall be an accessory dwelling unit.

"Accessory use or structure" shall mean one which is subordinate to the principal use of a building on the lot, serving a purpose customarily incidental to the use of the principal building.

"Adjacent" shall mean near, close; for example, an industrial district across a street or highway from a commercial district shall be considered as "adjacent."

"Adjoin" shall mean the same as "abutting."

"Adult entertainment facilities" shall mean the following:

1. "Adult arcade" means a commercial establishment containing individual viewing areas or booths, where, for any form of consideration, including a membership fee, one or more still motion picture projectors, slide projectors, computers, or other similar image-producing machines are used to show films, motion pictures, video cassettes, slides, computer images, or other visual representations that are distinguished or characterized by a predominant emphasis on matters depicting, describing, or simulating any specified sexual activities or any specified anatomical areas.

2. "Adult cabaret" means any public or private club, nightclub, bar, restaurant, tavern, or other similar establishment, whether or not alcoholic beverages are served, that regularly features adult entertainment. For purposes of this section, an establishment regularly features adult entertainment when such entertainment is offered on a recurring basis during the ordinary course of business.

3. "Adult entertainment" means (a) any exhibition, performance or dance conducted in an adult entertainment facility where such exhibition, performance or dance is distinguished or characterized by a predominant emphasis on matters depicting, describing, or simulating any specified sexual activities or any specified anatomical areas; or (b) any exhibition, performance or dance intended to sexually stimulate any member of the public and conducted in an adult entertainment facility where such exhibition, performance or dance is performed for, arranged with, or engaged in with fewer than all patrons in the adult entertainment facility at that time, with separate consideration paid, either directly or indirectly, for such performance, exhibition or dance. For purposes of example and not limitation, such exhibitions, performances or dances are commonly referred to as table dancing, couch dancing, taxi dancing, lap dancing, private dancing or straddle dancing.

4. "Adult entertainment facility" means a commercial establishment defined herein as an adult arcade, adult cabaret, adult motel, adult motion picture theater, or adult retail store. For purposes of this chapter, a commercial establishment is one at which patrons, club members and/or guests provide consideration in any form for the

~~privilege of membership, entry, eating, drinking, or viewing adult entertainment at the establishment, irrespective of the establishment's status as a for-profit or nonprofit organization.~~

~~5. "Adult motel" (a) offers sleeping accommodations to the public for any form of consideration and provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, computer images, or other visual representations that are distinguished or characterized by a predominant emphasis on matters depicting, describing, or simulating any specified sexual activities or any specified anatomical areas, and that has a sign visible from the public right of way that advertises the availability of this type of sexually oriented materials; or (b) offers a sleeping room for rent for a rental fee period of time that is less than ten hours; or (c) allows a tenant or occupant of a sleeping room to subrent the room for a period of time that is less than ten hours.~~

~~6. "Adult motion picture theater" means an enclosed commercial establishment where, for any form of consideration, motion pictures, films, video cassettes, slides, computer images, or other similar visual media are regularly shown that are distinguished or characterized by a predominant emphasis on matters depicting, describing, or simulating any specified sexual activities or any specified anatomical areas.~~

~~7. "Adult retail store" means a commercial establishment such as a bookstore, video store, or novelty shop which as its principal business purpose offers for sale or rent, for any form of consideration, any one or more of the following: (a) books, magazines, periodicals or other printed materials, or photographs, films, motion pictures, video cassettes, slides, computer images, or other visual representations that are distinguished or characterized by a predominant emphasis on matters depicting, describing, or simulating any specified sexual activities or any specified anatomical areas; or (b) instruments, devices, or paraphernalia designed for use in connection with any specified sexual activities. For the purpose of this definition, the term "principal business purpose" shall mean the business purpose that constitutes fifty percent or more of the stock in trade of a particular business establishment. The stock in trade of a particular business establishment shall be determined by examining either: (i) the retail dollar value of all sexually oriented materials compared to the retail dollar value of all nonsexually oriented materials readily available for purchase, rental, view, or use by patrons of the establishment, excluding inventory located in any portion of the premises not regularly open to patrons; or (ii) the total volume shelf space and display area reserved for sexually oriented materials compared to the total volume of shelf space and display area reserved for nonsexually oriented materials.~~

~~8. "Sexually oriented materials" means any books, magazines, periodicals or other printed materials, or any photographs, films, motion pictures, video cassettes, slides, computer images, or other visual representations, that are distinguished or characterized by a predominant emphasis on matters depicting, or describing, or simulating any specified sexual activities or any specified anatomical areas. The term "sexually oriented materials" includes any instruments, devices, or paraphernalia designed for use in connection with any specified sexual activities.~~

~~9. "Specified anatomical area" includes any of the following: (a) the human male genitals in a discernibly turgid state, even if completely and opaquely covered; or (b) less than completely and opaquely covered human genitals, pubic region, anus, buttocks, or female breast below the top of the areola.~~

~~10. "Specified sexual activities" includes any of the following: (a) the caressing, fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts; or (b) sex acts, actual or simulated, including intercourse, oral copulation, or sodomy; or (c) masturbation, actual or simulated; or (d) excretory functions as part of, or in connection with, any of the sexual activities specified in this definition.~~

~~"Adult family home" means a home in which residential care is provided on a twenty-four-hour basis by an adult family home provider acceptable by the Washington State Department of Social and Health Services. Further, the maximum number of adults to be accommodated in such a home shall conform to the requirements of the Washington State DSHS. (See Chapter 388-76 WAC, Adult Family Homes Minimum Licensing Requirements.)~~

~~"Agricultural uses" shall mean the use of the land for agricultural purposes, including farming, dairying, pasturage, agriculture, horticulture, floriculture, viticulture and wineries, apiaries, and animal and poultry husbandry, and the necessary accessory uses for storing produce; provided, however, that the operation of any such accessory use shall be incidental to that of normal agriculture activities, and provided further, that the above uses shall not include slaughterhouses and meat packing or commercial feed lots.~~

~~"Alley" shall mean a public right-of-way not over thirty feet wide which generally affords a secondary means of access to abutting lots. Alleys are not intended for general use.~~

~~"Alteration, structural" shall mean any change or repair which would tend to prolong the life of the supporting members of a building or structure. Any change in the external dimensions of the building is a structural alteration.~~

~~"Animal hospital" shall mean a place where animals or pets are given medical or surgical treatment, and are cared for during the time of such treatment.~~

~~"Antenna" is a device for transmitting or receiving radio, television, or cellular telephone signals through federally regulated airwaves.~~

~~"Apartment" shall mean a dwelling unit in a multiple family building.~~

~~"Apartment house" shall mean the same as "dwelling, multiple family."~~

~~"Automobile repair" shall mean upholstering of; replacement of parts for; motor service; rebuilding or reconditioning of engines, motor vehicles, or trailers; and partial painting or paint shop.~~

~~"Automobile service station" shall mean a building or lot having pumps and storage tanks where fuels or oils for motor vehicles are dispensed, sold, or offered for sale at retail only, and where repair service is secondary.~~

~~"Automobile wrecking or wrecking yard" shall mean a place where damaged, inoperable or obsolete machinery such as cars, trucks and trailers, or parts thereof, is stored, bought, sold, accumulated, exchanged, disassembled or handled.~~

~~"Bed and breakfast house" shall mean a transient lodging establishment used to provide overnight guest lodging for compensation in which not more than ten guest rooms are provided and which usually provides a morning meal as part of the room rate structure.~~

~~"Boarding house" shall mean a building where lodging and meals for four or more persons are provided for compensation.~~

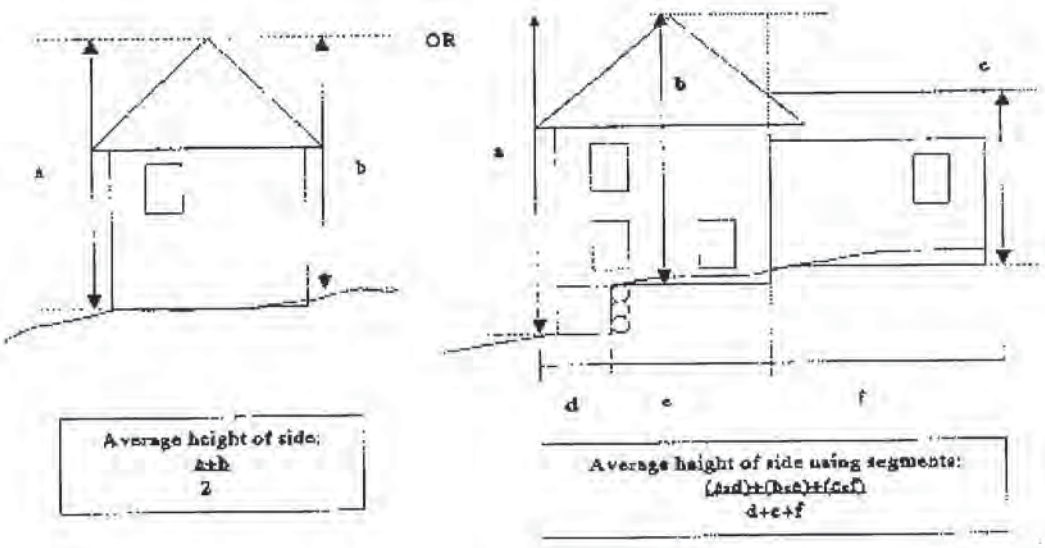
~~"Boat yard" shall mean a place where boats are constructed, dismantled, stored, serviced, or repaired, including maintenance work thereon.~~

~~"Breezeway" shall mean a structure for the principal purpose of connecting the main building or buildings on a property with other main buildings or accessory buildings.~~

~~"Buffer" or "buffering" shall mean space, either landscaped or in a natural state intended to separate potentially conflicting uses and to reduce visual, noise, odors and other impacts.~~

~~"Building" shall mean any structure used or intended for supporting or sheltering any use or occupancy.~~

~~"Building height" shall mean the vertical distance above finished grade at the exterior walls of the building to the highest point of the structure or segment, except as exempted in Section 18.84.030. A segment is when a break in the roofline, change in number of stories, or break in finished grade occurs. The overall building height shall be the average of all sides. The height of an individual side shall be calculated as depicted below:~~




~~"Building line" shall mean the perimeter of that portion of a building or structure nearest a property line but excluding open space, terraces, cornices, windows, and other ornamental features projecting from the walls of the building or structure.~~

~~"Bulk plant" shall mean an establishment where flammable liquids are received by tank vessel, pipelines, tank car, or tank vehicle, and are stored or blended in bulk for the purpose of distributing such liquids by tank vessel, pipe line, tank car, tank vehicle, or container.~~

~~"Carport" shall mean a roof designed to cover, but not completely enclose automobile parking spaces.~~

~~"Church" shall mean a permanently located building primarily used for religious worship.~~

~~"City council" or "council" shall mean the Poulsbo city council.~~

~~"Club" shall mean a place where an association of persons organized for some common purpose meet but excluding groups organized primarily for business purposes.~~

~~"Co-location" shall mean the use of a single support structure by more than one wireless service provider where appropriate on a specific site.~~

~~"Commission" or "planning commission" shall mean the Poulsbo planning commission.~~

~~"Comprehensive plan" shall mean the comprehensive plan of the city of Poulsbo.~~

~~"Conditional use" shall mean an activity specified by this title as a principal or an accessory use, permitted when authorized by the city council and subject to certain conditions.~~

~~"Congregate care facility" shall mean any building in and on which ten or more people live in individual housing units, generally contained within the same building or series of buildings, which provide for independent living while providing common living areas and limited services such as health care, meals and housekeeping.~~

~~"Contiguous" shall mean the same as "abutting."~~

~~"Contractor's storage yard" shall mean a place where heavy equipment, vehicles, construction equipment or any other material commonly used in the erection of any structure, is stored or accumulated. Sites that involve current construction of projects with active permits involving the materials on site shall not be considered a contractor's storage yard.~~

~~"Convalescent home" shall mean any building or premises in and on which two or more sick, injured, or infirm persons are housed, for a period in excess of twenty four consecutive hours, and furnished with meals and nursing care for hire.~~

~~"Court" shall mean an open, uncovered, and unoccupied space within an allotted property line, and free from automotive drives and parking, except for any necessary entrance or exit drive.~~

~~"Critical areas" include the following areas and ecosystems: (1) wetlands; (2) areas with a critical recharging effect on aquifers used for potable water; (3) fish and wildlife habitat conservation areas; (4) geologically hazardous areas; and (5) frequently flooded areas. These areas are regulated by Chapter 16.20, Critical Areas.~~

~~"Day care center, family" or "family day care center" shall mean a dwelling and premises in and on which not more than twelve unrelated children, not residing in the dwelling, are cared for during some portion of a twenty four hour period. "Family day care centers" shall be considered an accessory use in any residential zone.~~

~~"Day care center, children" shall mean a facility which provides nonmedical care to thirteen or more children under eighteen years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a twenty four hour basis. "Day care center" means any child care facility other than a family day care home and includes infant centers, preschools, and extended day care facilities.~~

~~"Density, gross" shall mean a ratio comparing the number of dwelling units with land area, and is expressed as the number of residential dwelling units per acre of land in a residential development, including, but not limited to, one house on one lot. Density is expressed as "gross density," which includes all land included within a project.~~

~~"Density, net" shall mean a ratio comparing the number of dwelling units with land area, which has been decreased by removing the area of the following: right of way; stormwater detention and treatment facilities; designated open spaces and critical areas. Net density is expressed as a number of residential dwelling units per acre of adjusted land in a residential development.~~

~~"Department" shall mean the Poulsbo planning department.~~

~~"Development" shall mean any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations.~~

~~"Director" shall mean the director of the Poulsbo planning department or a duly authorized designee.~~

~~"District" or "development district" shall mean the same as "zone" or "zoning district."~~

~~"Drive in restaurants" shall mean those restaurants with facilities allowing take out foods and beverages without leaving a vehicle. They generally also have the characteristics of high turnover restaurants. This definition includes those facilities with drive through windows where food and beverage may be obtained from a window.~~

~~"Dwelling" shall mean any building or portion thereof, designed or used as the residence or sleeping place of one or more persons.~~

~~"Dwelling, multiple family" or "multifamily dwelling" shall mean a building or portion thereof designed or used as a residence by three or more families, and containing three or more dwelling units.~~

~~"Dwelling, single family" or "single family dwelling" shall mean a building designed or used for residence purposes by not more than one family, and containing one dwelling unit only.~~

~~1. "Attached" shall mean sharing common walls.~~

~~2. "Detached" shall mean physically separated.~~

~~"Dwelling, two family or duplex" shall mean a building designed or used for residence purposes by not more than two families, and containing two dwelling units.~~

~~"Dwelling unit" is any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking and sanitation, for not more than one family; provided, a recreational vehicle or bus is not a dwelling unit.~~

~~"Employees" shall mean all persons, including proprietors, working on the premises during the largest shift at peak season.~~

~~"Endangered species" shall mean a species native to the state of Washington that is seriously threatened with extirpation throughout all or a significant portion of its range within the state. Endangered species are legally designated in WAC 232 12 014.~~

~~"Family" shall mean an individual, or two or more persons related by blood, marriage, or legal adoption, or other group of unrelated individuals not exceeding six in number customarily living together as a single housekeeping unit and using common cooking facilities. State licensed adult family homes and consensual living arrangements of disabled persons, in accordance with the Fair Housing Act, are exempt from this definition.~~

~~"Fence, sight obscuring" shall mean a fence or evergreen planting, or combination of fence and planting arranged in such a way as to obstruct vision.~~

~~"Floodplain" shall mean the floodway and the special flood hazard area.~~

~~"Floodway" shall mean the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.~~

~~"Forest practices" as defined in WAC 222-16-010(21), as amended, shall mean any activity conducted on or directly pertaining to forest land and relating to growing, harvesting, or processing timber, including but not limited to:~~

~~1. Road and trail construction;~~

~~2. Harvesting, final and intermediate;~~

~~3. Precommercial thinning;~~

~~4. Reforestation;~~

~~5. Fertilization;~~

~~6. Prevention and suppression of diseases and insects;~~

~~7. Salvage of trees; and~~

~~8. Brush control.~~

~~"Forest practices" shall not include preparatory work such as tree marking, surveying and road flagging; or removal or harvest of incidental vegetation from forest lands such as berries, ferns, greenery, mistletoe, herbs, mushrooms, and other products which cannot normally be expected to result in damage to forest soils, timber or public resources.~~

~~"Frequently flooded areas" shall mean all lands, shore lands and waters which are identified as within the one hundred year floodplain (floodway) as designated by the Federal Management Agency in flood insurance rate and boundary maps.~~

~~"Frontage" shall mean that portion of a parcel of property which abuts a dedicated public street or highway, or private road or driveway approved by the city.~~

~~"Garage, private" shall mean an accessory building or part of a main building intended primarily for the storage of motor vehicles owned or used by occupants of the main building.~~

~~"Geologist" shall mean a person who has at least a Bachelor of Science degree in geologic sciences or a related field from an accredited college or university and/or has a minimum of five years' experience under the direction of a professional geologist.~~

~~"Geotechnical engineer" shall mean a practicing geotechnical/civil engineer licensed as a professional civil engineer with the state of Washington, with professional training and experience in geotechnical engineering, including at least four years' professional experience in landslide evaluation.~~

~~"Grade" shall mean the average point of elevation of the finished surface of the ground within five feet of a building or structure.~~

~~"Grading (construction)" means any excavating, filling or removing of the surface layer or any combination thereof.~~

~~"Gross floor area" shall mean the sum of horizontal areas of floors of a building when measured from the exterior faces of exterior walls or, if appropriate, from the centerline of dividing walls.~~

~~"Guest house" shall mean an accessory building designed, constructed, and used for the purpose of providing temporary living accommodations for guests, or for members of the same family as that occupying the main structure, and containing no kitchen facilities.~~

~~"Habitable floor" shall mean any floor usable for living purposes including working, sleeping, eating, cooking, or recreating uses, or any combination of these uses. A floor used only for storage purposes is not a "habitable floor."~~

~~"Hazardous substance(s)" means any liquid, solid, gas or sludge, including any materials, substance, product, commodity or waste, regardless of quantity, that exhibits any of the characteristics or criteria of hazardous waste; and including waste oil and petroleum products (see RCW 70.105.010(15)).~~

~~"Hazardous substance processing or handling" means the use, storage, manufacture, or other land use activity involving hazardous substances, but does not include individually packaged household consumer products or quantities of hazardous substances of less than five gallons in volume per container. Hazardous substances shall not be disposed on site unless in compliance with dangerous waste regulations, Chapter 173 303 WAC, and any pertinent local ordinances, such as sewer discharge standards.~~

~~"Heavy equipment" shall mean self powered, self propelled or towed mechanical devices, equipment and vehicles of the nature customarily used for commercial purposes such as tandem axle trucks, graders, backhoes, tractor trailers, cranes and lifts but excluding automobiles, recreational vehicles and boats and their trailers.~~

~~"Heavy equipment storage area" shall mean a place where two or more items of heavy equipment are stored.~~

~~"Height of building" shall mean the same as "building height."~~

~~"High turnover restaurants" shall mean retail establishments providing food or beverages for sale, and which are distinguished by one or more of the following: (1) food containers and utensils are disposable; (2) restaurants are self service; (3) take out foods and beverages are advertised as the principal business; or (4) drive in facilities are available.~~

~~"Home occupation" shall mean a use conducted entirely within a dwelling, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes, and as regulated by provisions applying to special uses, Chapter 18.48.~~

~~"Homeowners' association" shall mean a nonprofit organization operating under recorded land agreements through which the following take place:~~

~~1. Each person owning or purchasing a lot in a planned unit or other described land area is automatically a member by such ownership or purchase;~~

~~2. Each lot is automatically subject to a charge for a proportionate share of the expenses for the organization's activities, including maintaining a common property, such as streets, walkways, recreational facilities, or grounds policing; and~~

~~3. Construction and maintenance responsibilities for any undivided property are identified and assigned.~~

~~"Hospital" shall mean any institution, place, building, or agency which maintains and operates organized facilities for twenty or more persons for the diagnosis, care, and treatment of human illness, including convalescence and also including care during and after pregnancy; or which maintains and operates organized facilities for any such purpose, and to which persons may be admitted for overnight stay or for a longer period.~~

~~"Junkyard" shall mean a place where waste or scrap materials are stored, bought, sold, accumulated, exchanged, baled, packaged, disassembled or handled including, but not limited to, scrap metals, paper, rags, tires, and bottles, and such worn out or discarded material.~~

~~"Kennel" shall mean either (1) any premises used to conduct a commercial business involving the breeding, buying, selling or letting dogs for hire, boarding or training dogs, or (2) any premises at which ten or more dogs which are five months or older are kept for any purpose, including animal shelters, but excluding veterinary clinics and animal hospitals where dogs are kept only for treatment by licensed veterinarians.~~

~~"Landscaping" shall mean the placement, preservation, and the replacement of not only trees, grass, shrubs, plants, flowers, and other vegetative materials but also the arrangement of fountains, patios, decks, street furniture, and ornamental concrete or stonework areas in accordance with an approved landscaping plan meeting adopted landscaping~~

~~plan, design, and installation standards. Artificial plants, shrubs, bushes, flowers, turf, carpeting and materials in movable containers shall not be considered "landscaping" for purposes of this title.~~

~~"Livestock" shall mean horses, bovine, sheep, goats, swine, reindeer, donkeys, mules and any other hoofed animal.~~

~~"Lot" shall mean a single parcel of land, legally severed from a larger parcel, which is described and delineated in a long or short plat or which is described in a real estate conveyance.~~

~~"Lot area" shall mean the computed area contained within the lot lines; said area to be exclusive of public or private street or alley rights of way.~~

~~"Lot, corner" or "corner lot" shall mean a lot abutting upon two or more streets at their intersection, or upon two parts of the same street; such street or parts of the same street forming an interior angle of less than one hundred thirty degrees within the lot lines.~~

~~"Lot coverage" shall mean that percentage of the total lot area covered by structures, including all projections except eaves, driveways and concrete patios.~~

~~"Lot depth" shall mean the horizontal distance between the midpoint of the front lot line and opposite, usually, the rear lot line. In the case of a corner lot, the depth shall be the length of its longest front lot line.~~

~~"Lot, interior" or "interior lot" shall mean a lot or parcel of land other than a corner lot.~~

~~"Lot line" shall mean any line bounding a lot as herein defined. Lot lines for unusual lot configurations may be determined by the director.~~

~~"Lot line, front" or "front lot line" shall mean that boundary of a lot which is along a street or approved private road or easement, or, for a flag lot, approximately parallel to a street or approved private road or easement.~~

~~"Lot line, rear" or "rear lot line" shall mean that boundary of a lot which is most distant from the front lot line; or that boundary which adjoins the ordinary high water line on waterfront property.~~

~~"Lot line, side" or "side lot line" shall mean any boundary of a lot which is not a front or rear lot line.~~

~~"Lot of record" shall mean a lot as shown on the records of the county assessor or county auditor at the time of the passage of the ordinance codified in this title; provided, however, this shall not include lots that may appear on the records of the county assessor which were created contrary to the provisions of laws and regulations in effect at the time the lot was created. Any lots created after the adoption of the ordinance codified in this title shall comply with the standards contained herein.~~

~~"Lot, through" or "through lot" shall mean an interior lot having frontage on two streets and/or highways.~~

~~"Lot width" shall mean the horizontal distance between the side lot lines measured at the midpoint of the lot or forty-five feet from the front yard line.~~

~~"Maintain" shall mean to cause or allow to continue in existence. When the context indicates, the word shall mean to preserve and care for a structure, improve or condition an area to such an extent that it remains attractive, safe, presentable, and carries out the purpose for which it was installed, constructed, or required.~~

~~"Manufactured home" shall mean a dwelling unit which is fabricated in one or more sections at a location other than the home site by assembly line type production techniques or by other construction methods unique to an off-site manufacturing process.~~

~~"Marina" shall mean a facility which for compensation provides moorage or wet or dry storage for watercraft and may offer marine related sales and services.~~

~~"Mini-storage warehouse" shall mean storage facilities located within a totally enclosed structure used for the storage of nonflammable or nonexplosive materials. This storage shall not be in connection with a commercial or industrial use. This storage may be in connection with residential uses.~~

~~"Mobile home" shall mean a factory-assembled structure having more than three hundred twenty square feet of gross floor area, capable of being towed on public highways through the use of its own axles and wheels; provided, a mobile home shall not lose its character as a mobile home by the removal of its wheels and axles or its placement on a permanent foundation and; provided further, recreational vehicles are not mobile homes.~~

~~"Mobile and manufactured home park" shall mean a tract of land developed and operated as a unit with individual sites and facilities to accommodate two or more mobile or manufactured homes.~~

~~"Mobile home, single-wide" or "single-wide mobile home" shall mean a mobile home which is designed to be transported on a single chassis.~~

~~"Mobile or manufactured home subdivision" shall mean a division or redivision of land into lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership for mobile or manufactured homes.~~

~~"Native vegetation" shall mean vegetation indigenous to the Puget Sound coastal lowlands.~~

~~"Nonconforming lot" shall mean a lot which was lawfully created but which does not conform to the lot requirements of the district in which it is located as established by this title or other ordinances or amendments thereto.~~

~~"Nonconforming use or structure" shall mean a use of land or structure which was lawfully established or built and which has been lawfully continued but which does not conform to the regulations established by this title or amendments thereto.~~

~~"Nuisance" shall mean in addition to those definitions contained in Chapters 7.48 and 9.66 RCW, any violation of this title which shall constitute a nuisance, per se.~~

~~"Nursery" shall mean an establishment where trees, shrubs and other plant materials are grown, propagated and/or stored for purpose of sale.~~

~~"Nursing or rest home" shall mean any building where six or more persons are housed or lodged, and furnished with meals and nursing care for hire (see Chapters 388-88 and 388-98 WAC).~~

~~"Open space" shall mean land used for outdoor recreation, critical area or resource land protection, amenity, safety or buffer, including structures incidental to these open space uses, but excluding yards required by this title and land occupied by dwellings or impervious surfaces not related to the open space uses.~~

~~"Owner" shall mean the owner of record of real property or person purchasing a piece of property under contract. For the purposes of this title, in terms of violations, "owner" shall also mean a leaseholder, tenant, or other person in possession or control of the premises or property at the time of violations of concomitant zoning agreements, or the provisions of this title. For the purpose of processing an application for a land use approval or permit under this title, where such application or permit must be filed by an owner, the term "owner" also includes a governmental entity contemplating acquisition of a parcel for a use which would require such permit or approval.~~

~~"Parent lot" shall mean a tax lot of record which is proposed to be subdivided; but which the remainder of the original lot, after subdivision, is still of a size that can be further subdivided in the future based on its zone's minimum lot size.~~

~~"Park" shall mean public or private areas of land, with or without buildings, intended for outdoor active or passive recreational uses.~~

~~"Parking area, public" or "public parking area" shall mean an open area other than a street or other public way, used for the parking of automobiles and available to the public whether for a fee, free of charge, or as in accommodation for clients or customers.~~

~~"Parking space" shall mean an area permanently surfaced and marked for the use of parking a motor vehicle (see Chapter 18.52, Off Street Parking and Loading).~~

~~"Peripheral setback" shall mean the shortest horizontal distance between a building line and the exterior boundary of the parcel.~~

~~"Person" shall mean an individual owner (regardless of relationship or legal capacity), partnership, corporation, association, unincorporated organization, trust, or any other legal or commercial entity, including a joint venture or other such affiliated ownership.~~

~~"Pier" shall mean a fixed structure built over tidelands or shore lands used as a landing for marine or recreational purposes.~~

~~"Planning commission" shall mean the Poulsbo planning commission.~~

~~"Planning director" shall mean the director of the Poulsbo planning department or a duly authorized designee.~~

~~"Premises" shall mean a tract or parcel of land with or without habitable buildings.~~

~~"Principal uses permitted outright" shall mean those uses allowed as a matter of right within certain land use districts without public hearing, zoning permit, conditional use permit, or variance; provided, that such use is in accordance with the requirements of the particular district and general conditions stated elsewhere in this title, and other applicable provisions of the city code.~~

~~"Prohibited use" shall mean any use which is not specifically enumerated or interpreted as allowable in that district.~~

~~"Public facilities" shall mean facilities which are owned, operated, and maintained by a public agency.~~

~~"Recreation space" shall mean an area that shall be improved and maintained for its intended use. Exterior as well as interior areas can constitute recreation space. Examples of usable recreation space include swimming pools, community buildings, interior gyms, picnic areas, tennis courts, community gardens, improved playgrounds, paths and passive seating areas.~~

~~"Recreational vehicle" shall mean a vehicle such as a motor home, travel trailer, truck and/or camper combination, or camp trailer, boats and boat trailers or all terrain vehicles which are designed for temporary human habitation for recreational or emergency purposes and which may be moved on public highways without any special permit for long, wide or heavy loads.~~

~~"Recreational vehicle park" shall mean a tract of land developed as a unit with individual sites to accommodate, on a transient basis, two or more recreational vehicles.~~

~~"Residential care facility" shall mean an establishment operated with twenty four hour supervision for the purpose of serving eleven or more persons of any age who, by reason of their circumstance or conditions, require care; for example, work release programs, alcoholic treatment programs, drug rehabilitation centers, mental health programs, etc. This definition does not include prisons or conventional correctional institutions involving twenty four hour locked incarceration with little or no freedom of movement. "Care" is defined as room and board and the provisions of a planned treatment program; "planned treatment" means a previously determined program of counseling, therapy or other rehabilitative social service.~~

~~"Residential care home" shall mean an establishment operated with twenty four hour supervision for the purpose of serving not more than ten persons of any age who, by reason of their circumstances or conditions, require care while living as a single housekeeping unit in a dwelling unit; for example, work release programs, alcoholic treatment programs, drug rehabilitation centers, mental health programs, etc. This definition does not include prisons or conventional correctional institutions involving twenty four hour locked incarceration with little or no freedom of movement. This definition and corresponding requirements under county code shall not apply to adult foster homes as defined in Chapter 70.128 RCW. "Care" is defined as room and board and the provision of a planned treatment program; "planned treatment" means a previously determined program of counseling, therapy or other rehabilitative social service.~~

~~"Rooming house" shall mean a building wherein furnished rooms without cooking facilities are rented for compensation to three or more nontransient persons, not included in the family unit of the owner or tenant of the premises.~~

~~"Senior housing" shall mean dwelling units specifically for occupancy by persons fifty five years of age or older.~~

~~"Setback" shall mean the minimum allowable horizontal distance from a given point or line of reference, such as a street right of way, or approved private street or access easement, to the nearest vertical wall, such as the structure's foundation.~~

~~"Sign" shall mean a collection of letters, numbers or symbols which calls attention to a business, product, activity, person or service.~~

~~"Sign permit" shall mean a permit which authorizes the placement or alteration of a sign on a particular parcel of property or building.~~

~~"Site plan" shall mean a plan prepared to scale, showing accurately and with complete dimensions, all proposed and existing buildings, landscaping, open space, structures and features on abutting properties, and parking proposed for a specific parcel of land.~~

~~"Street" shall mean all roads, streets, highways, freeways, easements, and public rights of way used for or designed for vehicular access or use including private roads serving or intended to serve five or more lots.~~

"Structural alteration" shall mean any change in the supporting components of a building or structure.

"Structure" shall mean that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

"Temporary structure" shall mean a structure which does not have or is not required by the Uniform Building Code to have a permanent attachment to the ground. Like permanent structures, temporary structures are subject to building permits.

"Temporary use" shall mean a use which may occur on a lot on a seasonal basis or for a prescribed period of time which usually would not exceed one year's duration.

"Townhouse" shall mean a dwelling containing two or more dwelling units which share one or more common walls with other dwelling units, and with each dwelling unit individually occupying an individually owned parcel of land with no side yards between adjacent townhouses.

"Transit facilities" shall mean sites which provide for the transportation of groups of people, including park and ride lots and transit centers which serve as a connecting point between multiple modes of transportation. Transit facilities do not include storage yards or "bus barns."

"Use" shall mean the nature of occupancy, type of activity or character and form of improvements to which land is devoted.

"Veterinary clinic" shall mean the same as "animal hospital."

"Wireless communication facility" shall mean any unstaffed facility used for the transmission and/or reception of radio frequency (RF) signals through electromagnetic energy. This usually consists of an equipment shelter or cabinet, a support tower or structure used to achieve the necessary elevation, and the antenna array.

"Wrecking yard" shall mean the same as "junkyard."

"Yard" shall mean any open area on the lot with a building or a structure, which open space is unoccupied and unobstructed from the ground upward, except as specified elsewhere in this title.

"Yard, front" or "front yard" shall mean an open area extending the full width of the lot between a building and the front lot line, unoccupied and unobstructed from the ground upward, except as specified elsewhere in this title.

"Yard, rear" or "rear yard" shall mean an open area extending the full width of the lot between a building and the rear lot line, unoccupied and unobstructed from the ground upward, except as specified elsewhere in this title.

"Yard, side" or "side yard" shall mean an open area extending from the front yard to the rear yard between a building and the nearest side lot line, unoccupied and unobstructed from the ground upward, except as specified elsewhere in this title.

"Zone" shall mean the same as "district," a section or sections of the city within which the standards governing the use of land, buildings, and premises are uniform, which is provided for in Chapter 18.12.

* * *

## 18.16.040 Lot requirements.

The following minimum lot requirements shall be met:

A. Lot area: seven thousand five hundred square feet. There shall be a maximum density of five dwelling units per gross acre. There shall be a minimum density of four dwelling units per net acre. The maximum lot size shall be ten thousand eight hundred ninety square feet. A parent lot may remain larger than ten thousand eight hundred ninety square feet; however, it must be able to be further subdivided in seven thousand five hundred square foot increments.

B. Lot width: sixty feet at the midpoint of the lot or forty five feet from the front yard line. Each lot shall have a minimum of twenty feet of frontage on a dedicated street or approved access way.

C. Lot depth: ninety feet.

D. Front yard: twenty feet from main building facade; twenty five feet from garage facade if front loaded (i.e., garage door facing street) and protrudes streetward from main building facade.

E. Side yard: five feet with a combined total of fifteen feet (unless abutting units are attached).

F. Rear yard: ten feet.

H. Public street corner side yard: ten feet

* * *

## 18.20.040 Lot and density requirements.

Table 18.20.040
RM and RH Residential Zone Lot Requirements

| Zoning Standard | Single Family Detached (including any method of subdivision for single family detached) | Multifamily Developments (e.g., duplex, triplex, apartment, townhomes, detached cottage,* attached or detached condo) | Nonresidential |
|---|---|---|---|
| Minimum Lot Area | 4,000 square feet | None | 6,000 square feet |
| Minimum Lot Width | 50' | 20' | 50' |
| FY Setback | 15' | 10' | 20' |
| RY Setback | 10' | 10'<br>15' when abutting R zone | 20' |
| SY Setback | 5' | Detached: 10'<br>Attached: None<br>Ends of attached units: 10' | Minimum 5' for a total of 15' |
| SY Setback (on corner lots at intersection(s) of public streets/rights-of-way) | 10'<br>(or greater if necessary for sight distance as determined by the city engineer) | 10'<br>(or greater if necessary for sight distance as determined by the city engineer) | 10'<br>(or greater if necessary for sight distance as determined by the city engineer) |
| Increases in yard setbacks | | For side, rear and peripheral yards, the setback shall be increased by 1/2' for each foot by which the building height exceeds 25'. (In no case, however, shall the building height exceed the standard of 35', unless allowed for in another section.) | |

*Note: Detached cottage developments proposed through a subdivision also may utilize the no minimum lot area provision. To utilize the no minimum lot area provision in these zoning districts, "cottage development" shall mean detached single family units clustered around commonly owned courtyard/common landscaped areas.

All other single family detached units proposed through a subdivision must meet the four thousand square foot minimum lot size.

## 18.20.050 Special yards and distances between buildings with more than two attached units.

A. There shall be a minimum distance of ten feet between buildings or structures when a structure has two or more units and it exceeds twenty five feet in height. There shall be an additional minimum distance of one half foot for each foot buildings or structures exceed twenty five feet of height on the same parcel or in the same development.

B. For the purpose of calculating special yards, the determination of special yard distance shall be calculated based on the average height of the facing sides of the buildings or structures.

* * *

## 18.24.040 Lot requirements.

For lot requirements, see Table 18.24.040 below.

Table 18.24.040 Commercial Zone Lot Requirements

| DISTRICT | C | DC |
|---|---|---|
| A. Minimum front yard setback in feet | 15 | none |
| B. Minimum side yard setback abutting a lot in an R district | 20 | none |
| C. Minimum side yard setback not abutting a lot in an R district | 5 | none |
| Minimum street corner side yard setback not abutting a lot in an R district | 10 | none |
| D. Minimum rear yard | 5 | none |
| E. Minimum rear yard if adjacent to a lot in an R district | 10 feet plus one foot for each foot building height exceeds 25 feet | none |

* * *

18.32.030 Development standards.

A. Lot Area. There is no minimum lot size in the P zone.

B. Setbacks. The minimum front yard setback is twenty feet. Other yard setbacks are ten feet.

E. Landscaping. All required yard setbacks shall be landscaped. Any storage areas visible shall be screened. Perimeter, interior and parking area landscaping locations and species types shall be identified in the park master plan or site plan application landscape plan.

F. Parking. The planning director shall determine the number of parking spaces required based upon the type and extent of the park/recreation facility.

# POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 02/06/2019

| | |
|---|---|
| AGENDA ITEM: | Ordinance 2019-__, Amending PMC Chapters 13.06 and 13.70 |
| EXHIBITS: | Ordinance - Modifications to PMC 13.06 and PMC 13.70<br>Attachment A - Revisions to Title 13.06 and Title 13.70 |
| STAFFED BY: | Charlie Roberts, Engineer I |
| CATEGORY: | Business Agenda |
| MAYOR OK/Initial: | |

SUMMARY STATEMENT:

PMC 13.06 and 13.70 have been revised as shown in the attachment to clarify water connection requirements. The code was previously revised about 8 months ago to bring water connection code into compliance with the assumptions made in the Water Comprehensive plan, specifically connection charges are calculated using Equivalent Residential Units (ERU's).

The revisions to 13.06 bring the code into compliance with how PW and staff implement new construction and include: minimum pressure rated pipe, meter installation requirements for mixed use buildings, and apartment complexes.

PMC 13.70 has been revised to clarify that commercial buildings with transitory living units are charged the residential connection fee at a reduced rate. After analysis the adjustment factor for transitory living units is reduced from 0.70 ERU's/unit to 0.40 ERU's/unit.

Public Works Committee reviewed the revisions and recommended approval on January 9, 2019.

☐ Additional Staff Report Attached

COMMITTEE RECOMMENDATION:

| | | |
|---|---|---|
| 01/09/2019 | Public Works | Recommended |

IMPACTS:

| | |
|---|---|
| Expenditure Required? ☐ Yes ☑ No | Included in Budget? ☐ Yes ☑ No<br>Amount: $ |

RECOMMENDED ACTION:

Staff recommends adopting the ordinance as presented.

SAMPLE MOTION:

Move to approve Ordinance No. 2019-__, an ordinance of the City of Poulsbo, Washington, amending chapters 13.06 and 13.70 of the Poulsbo Municipal Code in order to clarify water meter installation and connection requirements and clarify utility connection fee calculation methodology for transitory uses to comply with city comprehensive plans; providing for severability; and establishing an immediate effective date.

**ORDINANCE NO. 2019-**

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, AMENDING CHAPTERS 13.06 AND 13.70 OF THE POULSBO MUNICIPAL CODE IN ORDER TO CLARIFY WATER METER INSTALLATION AND CONNECTION REQUIREMENTS AND CLARIFY UTILITY CONNECTION FEE CALCULATION METHODOLOGY FOR TRANSITORY USES TO COMPLY WITH CITY COMPREHENSIVE PLANS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

---

**WHEREAS,** Chapter 13.06 of the Poulsbo Municipal Code regulates Water and Sewer Code in the City; and

**WHEREAS,** Chapter 13.70 of the Poulsbo Municipal Code regulates Assessments, Rates, Fees and Charged of City utilities; and

**WHEREAS,** The City Municipal Code is required to be in compliance with the adopted Water Comprehensive Plan and the adopted Sewer Comprehensive Plan; and

**WHEREAS**, The City desires to clarify water meter requirements for single family, apartments, and mixed use buildings; and

**WHEREAS,** The City desires to clarify the method of calculation for water and sewer connection fees which relate to commercial buildings with transitory living units; and

**WHEREAS,** Chapter 13.06 and Chapter 13.70 are required to be modified to achieve these clarifications; and

**WHEREAS,** Public Works Committee reviewed and recommended approval of the modifications on January 9, 2019; and

**WHEREAS,** City Council reviewed the proposed modifications to Chapters 13.06 and 13.70 and moved to approve the modifications on February 6, 2019, NOW THEREFORE,

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

**Section 1. Adoption of Findings.** The recitals set forth above are hereby adopted as the Poulsbo City Council's findings justifying the revisions to the chapter of code adopted by this ordinance.

**Section 2. Adoption of PMC 13.06 and PMC 13.70.** Chapters 13.06 and 13.70 of the Poulsbo Municipal Code is hereby amended as shown in Attachment A.

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

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

APPROVED:

_____

MAYOR REBECCA ERICKSON

ATTEST/AUTHENTICATED:

_____

CITY CLERK RHIANNON FERNANDEZ

APPROVED AS TO FORM:

_____

CITY ATTORNEY JAMES E. HANEY

FILED WITH THE CITY CLERK: 1/29/19
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 2019-

SUMMARY OF ORDINANCE NO. 2019-
of the City of Poulsbo, Washington

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On _____, 2019 the City Council of the City of Poulsbo, Washington, approved Ordinance No. 2019-01, the main point of which may be summarized by its title as follows:

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, AMENDING CHAPTERS 13.06 AND 13.70 OF THE POULSBO MUNICIPAL CODE IN ORDER TO CLARIFY WATER METER INSTALLATION AND CONNECTION REQUIREMENTS AND CLARIFY UTILITY CONNECTION FEE CALCULATION METHODOLOGY FOR TRANSITORY USES TO COMPLY WITH CITY COMPREHENSIVE PLANS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

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

DATED this _____ day of _____, 2019

_____
CITY CLERK, RHIANNON FERNANDEZ CMC

# Attachment A
# Code Revisions to PMC 13.06 and PMC 13.70

## I. GENERAL PROVISIONS, REGULATIONS AND PENALTIES

**13.06.010 Definitions.**

Whenever the following terms are used in this code or attachments thereto they shall be construed to mean as follows:

A. "Fire hydrants" mean a center stem three port hydrant with auxiliary gate valve and Stortz quarter-turn pumper coupling. ~~Hydrants shall be spaced at not more than three-hundred-foot intervals.~~

B. "Standard construction cost" means the cost of the pipe plus the total cost of all necessary fittings and the total cost of all installation and incidental work necessary, including engineering costs, to place the water pipe in service regardless of its size. Cost of fire hydrants will be included in the total cost.

C. "Standard residential water mains" means water mains constructed of ductile cast iron, not less than eight inches inside diameter, and if future extension is imminent toward further completion of a system grid a gate valve shall be installed to prevent disruption of water service at the time of future extension. (Ord. 83-14 § 1(G.9), 1983)

## II. WATER SERVICE

**13.06.220 Service pipes—Connections.**

Upon the payment of installation and system participation fees, the premises described in the application for water service, if the same abuts on a street or easement on which there is a city water main, shall be connected to the city water main by a service pipe and corporation stop extending at right angles from the main to a place within the lines of the street right-of-way or easement. The connection shall thereafter be maintained by and kept within the exclusive control of the city. A minimum of two hundred ~~one hundred sixty~~ PSI one inch pipe shall be required. ~~A pressure regulating valve is recommended for pressure zones in excess of 80 PSI.~~ (Ord. 83-14 § 1(W.9), 1983)

**13.06.230 Separate service connections.**

~~Every house under separate ownership supplied with city water must have its own separate service connection with the city main, and the premises so supplied will not be allowed to supply water to any other premises; provided, that such restriction shall not apply to services already installed except as herein provided unless, in the judgment of the city, for the good of~~

~~the service or to settle disputes, it is found necessary to enforce such provisions as to connections already made. (Ord. 83-14 § 1(W.10), 1983)~~

A. Each house or unit under separate ownership supplied by city water must have its own separate metered service connection to the city main, and the premises so supplied will not be allowed to supply water to any other premises.

a. This restriction shall not apply to services already installed except as herein provided, unless, in the judgement of the city, for the good of the service or to settle disputes, it is found necessary to enforce such provisions to connections already made.

B. Apartments may be individually metered or one meter may be used to serve each building.

a. Each separate apartment building must be metered, master meters for the site are not permitted.

b. This restriction shall not apply to services already installed except as herein provided, unless, in the judgement of the city, for the good of the service or to settle disputes, it is found necessary to enforce such provisions to connections already made.

C. Mixed use buildings shall have separate meters for each use. Commercial uses shall be metered separately from residential uses. Commercial spaces may be required to be metered separately if the City Engineer determines the uses are not similar.

a. Fire lines within mixed use buildings are not required to be separate.

b. This restriction shall not apply to services already installed except as herein provided, unless, in the judgement of the city, for the good of the service or to settle disputes, it is found necessary to enforce such provisions to connections already made.

## Article I. General Facility Charge—Water and Wastewater

### 13.70.130 Calculation of equivalent residential units (ERUs).

Single-family, multifamily, commercial buildings with transitory living units, and associated residential irrigation ERUs are calculated by multiplying the number of dwelling units by the appropriate ERU adjustment factor in Section 13.70.140. Commercial, industrial, and other nonresidential and associated irrigation ERUs are calculated based on the meter flow factor equivalent ERUs in the table set forth below. The meter flow factor equivalent ERUs are based on the water meter size and shall be calculated according to the average continuous flow factor of a displacement type meter where a five-eighth-inch or

three-quarter-inch meter shall have a flow factor equivalent to one ERU. There is no adjustment factor for individual commercial, industrial, and other nonresidential uses.

| Meter Size | Average Continuous Flow Factor (gpm) | Meter Flow Factor Equivalent ERUs |
|---|---|---|
| 5/8" or 3/4" | 10 | 1.0 |
| 1" (residential*) | 10 | 1.0 |
| 1" (commercial) | 25 | 2.5 |
| 1 1/2" | 50 | 5.0 |
| 2" | 80 | 8.0 |
| 3" | 160 | 16.0 |
| 4" | 250 | 25.0 |
| 6" | 500 | 50.0 |
| 8" | 800 | 80.0 |

* One-inch (residential) meter size calculated at 1.0 ERU only for instances in which the residence is utilizing a flow through fire sprinkler system, as installed in construction built in or after 2014. The fire suppression system requires a one-inch service meter to operate properly. The meter has the capacity to flow at twenty-five gpm but would only be utilized at that capacity in the event of a fire. Additional information regarding meter size and operation is found in Section 3.12.100.

(Ord. 2018-15 § 2 (Att. A (part)), 2018: Ord. 2015-09 § 1 (part), 2015: Ord. 2002-29 § 2 (part), 2002)

**13.70.140 ERU adjustment factor.**

Calculation of the general facility charge shall include an adjustment factor associated with the level of service required by the respective customer classes and shall be apportioned and assessed as noted:

| | |
|---|---|
| Single-family residence | 1.00 ERUs/unit |

| | |
|---|---|
| Duplex, triplex, four-plex | 0.85 ERUs/unit |
| Apartments/condominiums (five or more units) | 0.80 ERUs/unit |
| Transitory living units (motels/hotels, care facilities) | 0.40 ~~0.70~~ ERUs/unit |
| Commercial/industrial | 1.00 ERUs/unit |
| Irrigation systems | 0.50 ERUs/unit |

(Ord. 2018-15 § 2 (Att. A (part)), 2018: Ord. 2002-29 § 2 (part), 2002)

# POULSBO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 02/06/2019

| | |
|---|---|
| AGENDA ITEM: | Resolution No. 2019-__, Engineering Application Fee Adjustment |
| EXHIBITS: | Resolution 2019-__<br>Adjusted Engineering Application Fee Page(s) |
| STAFFED BY: | Director of Engineering Kasiniak |
| CATEGORY: | Business Agenda |
| MAYOR OK/Initial: | |

SUMMARY STATEMENT:

The Engineering Director will be presenting adjustments for Engineering Application Fees, Engineering Plan Review fees and Grading Permit fees to reflect the past three year period of salary increases.

Engineering Application fees were last adjusted in 2016.

This Resolution will update the 2016 fee schedule by adjusting per the three year negotiated salary increase. This adjustment will increase all application fees and staff hourly charge by 8%.

☐ Additional Staff Report Attached

COMMITTEE RECOMMENDATION:

| | | |
|---|---|---|
| 01/23/2019 | Public Works | Recommended |

IMPACTS:

| | |
|---|---|
| Expenditure Required? ☐ Yes ☑ No | Included in Budget? ☐ Yes ☑ No<br>Amount: $ |

RECOMMENDED ACTION:

Adopt Resolution No. 2019-__ to update the current Engineering Application Fee Schedule, Grading Permit Fee Schedule, and Engineering hourly rate.

SAMPLE MOTION:

Move to adopt Resolution No. 2019-__, a resolution of the City Council of the City of Poulsbo, Washington, adopting the amended Engineering schedule as set forth in Attachment A and B.

**RESOLUTION NO. 2019-__**

**A RESOLUTION OF THE CITY OF POULSBO, WASHINGTON, AMENDING THE ENGINEERING DEPARTMENT APPLICATION FEE, PLAN REVIEW FEE AND GRADING PERMIT WORKSHEETS TO UPDATE ENGINEERING FEES PURSUANT TO SECTION 3.12.010(B) OF THE POULSBO MUNICIPAL CODE.**

---

**WHEREAS,** Poulsbo Municipal Code 3.12.010(B) authorizes changes to the fee schedules by resolution adopted by Council; and,

**WHEREAS,** the Engineering Department has determined that engineering fees should be adjusted to adjust for CPI and more appropriately reflect the cost of review by the Engineering Department 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 Worksheets are hereby amended and replaced with the schedules dated February 06, 2019 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 on February, 15th 2019 and shall apply to all fees due on or after such date.

**Passed by the City Council of the City of Poulsbo, Washington** and signed this 6th day of February, 2019.

_____
REBECCA ERICKSON, MAYOR

ATTEST:

_____
RHIANNON FERNANDEZ CMC, CITY CLERK

FILED WITH CITY CLERK: 1/31/19
PASSED BY CITY COUNCIL:
RESOLUTION NO. 2019- __

# 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 2019-__

| TYPE OF PERMIT | FEE |
|---|---|
| **Pre-Application Services** | |
| Pre-Application Conference/Type A (Minor) | $240 |
| Pre-Application Conference/Type B (Major) | $370 |
| **Land Use Review** | |
| ADU (Accessory Dwelling Unit) | $210 |
| Conditional Use Permit | $210 |
| Master Plan | $350 |
| Master Plan Amendment | $210 |
| Site Plan Review | $770 |
| Drainage Analysis | $465/Basin |
| Minor Site Plan Review | $210 |
| Boundary Line Adjustment | $210 |
| **Subdivisions** | |
| PMUD/Binding Site Plan | $1,845 + $16/Lot or Unit |
| Plat Alteration | $210 |
| Short Plat | $1,260 |
| Preliminary Plat/Planned Residential Development (PRD) | |
| 5-20 Lots | $1,960 |
| 21-50 Lots | $2,210 |
| 51-100 Lots | $2,455 |
| >100 Lots | $2,455 + $27/Lot |
| Final Plat/(PRD) | $2,890 + $87/Lot |
| **Policy Review** | |
| Comprehensive Plan Amendment | $280 |
| Concomitant Agreement Release/Revision | $210 |
| **Shoreline Permits** | |
| Shoreline Substantial Development Permit (SSDP) | $210 |
| **Miscellaneous** | |
| Post Decision Review | $210 |
| Telecommunication Master Permit | $770 |
| Telecommunication License | $465 |
| Right-of-Way Vacation | $920 |
| Latecomer Agreement (Street, Water, Storm, Sewer) | $1,845 1st Utility + $925/Additional Utility |
| Public Property Construction Permit (PPCP) | |
| w/ Pavement or Sidewalk disturbance | $495 |
| w/o Pavement or Sidewalk disturbance | $160 |
| Stop Work Order | |

| | |
|---|---|
| Site Plans and Plats | $500 |
| All Others | $115 |
| Grading Permit | See Grading Permit Fee Sheet |
| **Escrow Deposits*** | |
| Erosion Control (Site Plan and Plat Development) | $5,000 Minimum or $3,000/Acre |
| 3rd Party review | Determined with 1st review of Site Plan/Plat Submittal |
| Inspection Deposit for Plats | $5,000 + $400/Lot |
| *Unused escrow deposits shall be refunded at the conclusion for the project | |
| **Engineering Department Hourly Rate** | |
| Hourly Rate** | $70/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: https://cityofpoulsbo.com/wp-content/uploads/2018/03/Combined-Fee-Schedule-1.pdf

## BUILDING FEES

For Building Permit Fees: https://cityofpoulsbo.com/wp-content/uploads/2017/02/TABLE1-AFEES.pdf

REV. 2/06/2019

# 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 15.35.075 Resolution no. 2019-__**

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".

## FEES

### PLAN REVIEW - FEES

Itemized plan review fees apply to the original submittal and one re-submittal. Fees are non-refundable.

| | | | | | | |
|---|---|---|---|---|---|---|
| SANITARY SEWER | _____ | LF PIPE @ | **$0.55** | per LF | $ | 0.00 |
| | _____ | MANHOLES @ | **$23.50** | each | $ | 0.00 |
| | _____ | LIFT STATION @ | **$310.00** | each | $ | 0.00 |
| WATER SYSTEM | _____ | LF PIPE @ | **$0.85** | per LF | $ | 0.00 |
| | _____ | BOOSTER STATION @ | **$310.00** | each | $ | 0.00 |
| STORM SEWER | _____ | LF PIPE @ | **$0.95** | per LF | $ | 0.00 |
| | _____ | CATCH BASINS @ | **$16.50** | each | $ | 0.00 |
| | _____ | DETENTION FACILITIES | **$310.00** | each | $ | 0.00 |
| STREETS/SIDEWALKS | _____ | LF @ | **$0.30** | 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 the first and second submittal. Hourly fees are non-refundable.

| | | | | | | |
|---|---|---|---|---|---|---|
| HOURLY FEES | _____ | HOURS | $70.00 | per HR | $ | 0.00 |

**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) @ | $70.00 | per hour | $ | 0.00 |
| CONSULTANT | | | | | $ | |

### PROJECT ADMINISTRATION DEPOSITS

| | | | | | | |
|---|---|---|---|---|---|---|
| CITY | _____ | HOURS (estimated) @ | $70.00 | 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) @ | $70.00 | 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**

Rev. 02/06/19

**GRAND TOTAL $ 0.00**