



Meeting Location:
City Hall
Council Chambers
216 Prospect Street
Port Orchard, WA 98366

Contact us:
Phone (360) 876-4407
Email cityhall@portorchardwa.gov
www.portorchardwa.gov

**City Council
Regular Meeting
Tuesday, April 14, 2026
6:30 PM**

Pursuant to the Open Public Meetings Act, Chapter 42.30 RCW, the City Council is conducting its public meeting in a hybrid format with options for in-person attendance in the Council Chambers at City Hall or remote viewing and participation via Zoom (link below). The meeting is streamed live on the City's YouTube channel, click [here](#).

Remote Access

Link: <https://us02web.zoom.us/j/89294675108>
Zoom Meeting ID: 892 9467 5108
Zoom Call-In: 1 253 215 8782

Guiding Principles

Are we raising the bar in all of our actions?
Are we honoring the past, but not living in the past?
Are we building positive connections with our community and outside partners?
Is the decision-making process building a diverse, equitable, and inclusive community?

1. Call to Order

A. Pledge of Allegiance

2. Approval of Agenda

3. Citizen Comments

(This is an opportunity for citizens to address the City Council on agenda items that are not associated with a Public Hearing on this agenda. Comments are limited to 3 minutes. Please approach the podium or raise your Zoom hand if viewing remotely and wait to be recognized by the Mayor. Then, state your name for the official record. If you are attending remotely by Zoom via telephone, enter *9 from your keypad to raise your hand.)

4. Consent Agenda

(Items listed are to be considered routine in nature and are grouped together in a single motion. A Councilmember may remove an item for separate consideration upon request. In the event of such request, the item is placed under Business Items.)

A. Approval of Vouchers and Electronic Payments

B. Approval of Payroll and Direct Deposits

C. Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof (Wallace)

D. Approval of Special Event Street Closure: The Cruz (Wallace)

- E. Approval of Special Event Street Closure: Mustangs on the Waterfront (Wallace)
- F. Approval of an Agreement with the Police Guild regarding methodology for determining seniority (Lund)
- G. Approval of Minutes: March 24, 2026, City Council Regular Meeting

5. Presentation

6. Public Hearing

(Accepting public testimony from citizens limited to the specific items listed.)

7. Business Items

- A. Adoption of an Ordinance Vacating City Rights-of-Way (Wallace)
- B. Adopting an Ordinance amending the Official Zoning Map of the City of Port Orchard reclassifying property located at 4385 Sidney Road SW (LU25-Rezone-02), from Commercial Corridor to Commercial Mixed Use (Bond)
- C. Adoption of an Ordinance creating the position of Compliance Program Manager and setting the salary for the position (Lund)
- D. Approval of a Contract with Granicus for SmartGOV System Improvements (Bond)
- E. Approval of Minutes: March 17, 2026, City Council Work Study Session

8. Discussion Items

(No Action to Be Taken.)

9. Reports of Council Committees

(Three council members serve on the committee with staff to make collaborative recommendations about work product. Staff then prepares the items for full Council consideration based on the Committee's discussion.)

- A. Council Advisory Committees

10. Report of Mayor

11. Report of Department Directors

12. Citizen Comments

(This is an opportunity for citizens to address the City Council on any items that are not associated with a Public Hearing on this agenda. Comments are limited to 3 minutes. Please approach the podium or raise your Zoom hand if viewing remotely and wait to be recognized by the Mayor. Then, state your name for the official record. If you are attending remotely by Zoom via telephone, enter *9 from your keypad to raise your hand.)

13. Good of the Order

14. Executive Session

Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

15. Adjournment

16. Collective Bargaining Session

Pursuant RCW 42.30.140 (4)(b), the City Council will hold a 30-minute CLOSED SESSION to discuss planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

ADA Requirements

In compliance with the American with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's office at (360) 876-4407. Notification at least 48 hours in advance of meeting will enable the City to make arrangements to assure accessibility to this meeting.

Reminder: Please silence all electronic devices while City Council is in session.

To subscribe to our general news & public notices click the link: <http://portorchardwa.gov/subscribe>.

For current City Council member and contact information, please visit <https://portorchardwa.gov/departments/city-council/>.

For Committee Membership please visit <https://portorchardwa.gov/city-council-advisory-committees/>.



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

Agenda Staff Report

Consent Agenda: 4.C. Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof (Wallace)

Meeting Date: April 14, 2026

Presenter: Brandy Wallace, City Clerk

Summary and Background:

Assets of the City that are no longer usable, are no longer of value to the City, or are surplus to City needs, may be removed from City ownership, sold, or in any other way disposed with a declaration of surplus by the City Council.

Staff is asking the Council to surplus various personal property, such as Go-4, Tractor and brush cutter, Mitsubishi Outlander, Ford F250, Chevy Silverado, and a Ford Escape, as described in the attached Exhibit A, as they are no longer useful to the City.

The items were obtained by funds from the ER&R and stormwater.

The Finance department has estimated the current value of the items to be \$10,100. These items were not acquired for public utility purposes; therefore, a public hearing is not required, pursuant to RCW 35.94.040(2).

Although the City's internal asset value of the items may be undervalued, any monies from the sale of surplus property will be deposited into the Fund(s) which owned them. When disposal is to the general public through direct sale, sealed bid or auction, final determination of value shall be the highest responsible bid or offer. The City may transfer a surplus asset to another public agency upon written request and a determination that it is in the public interest. Staff will dispose the items in a manner that reflects the best interest of the City.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff is recommending adoption of a resolution declaring personal property as surplus and allowing for its disposition.

Motion for Consideration: I move to adopt a resolution declaring surplus of various personal property, such as a Go-4, Tractor and brush cutter, Mitsubishi Outlander, Ford F250, Chevy

Silverado, and a Ford Escape, as described in the attached Exhibit A, valued at a total amount of \$10,100, belonging to the ER&R and stormwater funds, as surplus and authorizing its disposition.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact: Money received from the disposition of surplus items will be deposited into the Fund(s) of ownership.

Alternatives: Do not adopt and provide further guidance.

Attachments:

- 1. April_2026_surplus_to_council
- 2. Res_Declaring_Surplus



PORT ORCHARD

Finance Department

216 Prospect Street, Port Orchard, WA 98366

Voice: (360) 876-4407 • Fax: (360) 895-9029

Date: 3/11/26

To: Brandy Wallace, City Clerk

From: Gretchen Isaksson, ER&R Manager

RE: Surplus of ER&R vehicles

Summary:

The ER&R program has worked with department directors to replace items as needed. The following items have been replaced or are in the process of being replaced and are no longer needed by the city.

	Year	Description	Vin#	Notes	Est. Value	reason to surplus
Parking enforcement	2016	Go-4	2W9M1PJ42FW44299	ER&R# 1021	\$ 100.00	not working - can not get parts
Streets	2005	John Deere Tractor & Tiger Brushcutter	L06420H452191	ER&R# 1034	\$ 4,000.00	not working - replaced
Engineering	2014	Mitsubishi Outlander	JA4JZ4AX5EZ017385	ER&R# 1046	\$ 3,000.00	replaced
Facilities	2004	Ford F250	1FTNF21L64EC42938	ER&R # 1073	\$ 1,000.00	Not working - replaced
Streets	2007	Chevy Silverado	1GHK24U17E1Z5804	ER&R# 1029	\$ 1,000.00	not working - being replaced
Storm	2010	Ford Escape	1FMCU9C76AKD33741	ER&R# 1061	\$ 1,000.00	replaced

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION THEREOF

WHEREAS, certain personal property owned by the ER&R and stormwater Funds of the City have become surplus to the needs of the City; and

WHEREAS, the City Council desires to surplus various items as outlined in Exhibit A, in the best interest of the City as they are no longer useful; and

WHEREAS, the City Council has determined that the assets' current value to be a total of \$10,100; and

WHEREAS, one item was acquired for public utility purposes, 2010 Ford Escape, however pursuant to RCW 35.94.040(2) it is under the value requiring additional action, therefore a public hearing is not required; and

WHEREAS, the City Council has, pursuant to the requirements of POMC 1.30.020, considered the possible future requirements of the City, the present value of the personal property, the likelihood of locating a buyer, possible intergovernmental cooperation, and the general welfare of the citizens of Port Orchard in determining whether it is in the best interest of the City to dispose of such personal property; now, therefore,

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

THAT: City Council desires to dispose of various personal property, such as Go-4, Tractor and brush cutter, Mitsubishi Outlander, Ford F250, Chevy Silverado, and a Ford Escape, listed in Exhibit A, as surplus.

FURTHER THAT: Staff are instructed to dispose of the items in a manner that reflects the best interest of the City.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 14th day April 2026.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



City of Port Orchard
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Agenda Staff Report

Consent Agenda: 4.D. Approval of Special Event Street Closure: The Cruz (Wallace)

Meeting Date: April 14, 2026

Presenter: Brandy Wallace, City Clerk

Summary and Background:

Staff received a special event application for the Cruz by the Bay, scheduled for Sunday, August 10, 2025. The application state's the following:

EVENT: The Cruz

TYPE: Car Show

DATE(S): Sunday, August 9, 2026

TIME: Setup starts Sunday, August 9, 2026, 5:00 a.m., open to the public at 6:00 a.m. until 3:00 p.m. with tear-down completed by 4:00 p.m.

LOCATION: Downtown Port Orchard; Bay Street/SR166 from Kitsap Street to Orchard Street and waterfront and gazebo parking lots (City Lot Nos. 2, 3, 4 and 7)

CLOSURE(S): Road closures on Bay Street/SR166 from Kitsap Street to Harrison Street, Port Street, Frederick Avenue, Orchard Street, Harrison Street, Sidney Avenue, Robert Geiger Street, and parking lots between Sidney Parkway in front of Kitsap Bank, the Port of Bremerton Marina Office, and to the Gazebo Area parking lot (behind Peninsula Feed)

The required notice, pursuant to POMC 5.94.050(3), allowing citizens to provide written comments regarding how allowing the special event will impact their property, business, or quality of life has been published and to-date, the City has received no written concerns regarding this event taking place.

Staff and outside agencies have reviewed the application and are working towards ensuring safety measures and traffic control are in place.

The applicant is requesting closure of Bay Street/SR166 and several side streets. They are working with WSDOT for their approval. In the meantime, pursuant to Port Orchard Municipal Code 5.94.050(4), staff shall bring forward the special event application to the City council for approval when the event requires a street or highway closure.

Staff is in support of the highway and road closures as presented and is continuing to work on the final details of the event with the applicant, ensuring the highway and street closures are to

the safety and traffic control standards outlined in City, State, and Federal codes.

Relationship to Comprehensive Plan: 6 - Economic Development

Recommendation: Staff recommends the approval of the road closures, as presented.

Motion for Consideration: I move to approve the road closures for The Cruz event, scheduled for Sunday, August 9, 2026, as presented.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact: Revenue of \$100 from applicant for a processing fee; General Fund. Possible staff and equipment cost associated with closing the road; General Fund.

Alternatives: Deny the road closures and provide further direction.

Attachments:

- 1. Cruz_2026_Special_Event_Application
- 2. Cruz_TCP_PW
- 3. Cruz_Event_Site_Plan



SPECIAL EVENT PERMIT APPLICATION

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96 AND RESOLUTION No. 022-25)

STANDARD PROCESSING FEE: \$100.00

Event Information

Event Name: The CRUZ
Type of Event: <input type="checkbox"/> Festival <input type="checkbox"/> Walk/Run <input type="checkbox"/> Parade <input type="checkbox"/> Vendor Fair <input type="checkbox"/> Concert <input type="checkbox"/> Block Party <input checked="" type="checkbox"/> Other: Car Show
Event or Organization Website: bshubb5349@yahoo.com
Description of event: one day family oriented car show

Event Date and Time

Event Dates: Indicate Dates/Times OPEN to attendees			Hours: Open until closing each day		Expected Daily Attendance:
Day 1	Day: Sunday	Date: 8-9-26	Start Time: 0600	End Time: 3:00 PM	10-12K
Day 2	Day:	Date:	Start Time:	End Time:	—
Day 3	Day:	Date:	Start Time:	End Time:	—
Day 4	Day:	Date:	Start Time:	End Time:	—
Day 5	Day:	Date:	Start Time:	End Time:	—
Event Setup Starts:			Event Take Down Complete:		Total Attendance: <small>(add all rows and columns)</small>
Start Day/Date: 8-9-26 Sun,		Start Time: 0500	End Day/Date: 8-9-26	End Time: 4:00 PM	
Event Location: Port Orchard Downtown	Describe the location that your event will be located at. Include street names and/or parks. Attached required map. we'll be using Bay Street from Geiger to Rockwell + City and Port of Bremerton parking areas along the waterfront				

Applicant Information*

Sponsoring Organization Name: Saints Car Club			
Do you have an active City Business License? <input type="checkbox"/> Yes <input type="checkbox"/> No		What is your UBI number?	
Applicant Contact Name: Bill Hubbell			
Title: Director			
Physical Address: 7784 S.E. Blakeview		Mailing Address: (if different from street address)	
City: Port Orchard	State: WA	Zip: 98366	City: State: Zip:
Phone: 360.620.8488	Alternate Phone:	Email:	

*Please note the applicant information provided may be shared for inquiries made on event details

Admission Fees:

Does your event require a paid fee for participants and/or spectators? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	20.00
Does your event require minimum or suggested donation for participants and/or spectators? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Admission/participation fee/ suggest donations amount(s): Donations To helpline	

Use of City Streets and/or State Highway

STATE HIGHWAY:

Will this event require closure of a State Highway (most common is Bay Street/SR166)? Yes No

If yes, which highway: Bay Street/SR 166 Sedgwick Road Mile Hill Drive

For State Highway Closures, the sponsoring organization must submit the application to the city at least 120 calendar days before the event date. Upon city approval of the event, the sponsoring organization shall seek permission from the Washington State Department of Transportation (WSDOT) by completing an online application. Once permission is granted from WSDOT, a copy of the Letter of Acknowledgment or an Agreement will need to be provided to the city 45 days prior to the event. WSDOT's online application is located at: <https://www.wsdot.wa.gov/contact/events/special-events>

CITY PROPERTY/STREETS (Right-of-way): Port Orchard Municipal Code 5.94.020(7) states "Right-of-way (ROW)" means any road, public parking lot, city street, highway, boulevard or place in the city open as a matter of right to public travel and shall include arterials, neighborhood streets, alleys, bicycle paths and pedestrian ways; including streets or portions thereof which are designated as portions of the state highway system."

Will this event require closure of any of the below public property/ right-of-way? Yes No

If yes, indicate what type of public property is requested to be closed and the location (select all that apply):

A. City Park(s):

- Van Zee Park McCormick Village Park Central Park Givens Park
 Paul Powers Park Etta Turner Park Rockwell Park

B. Parking Lot(s):

- Lot 2, which lies between Frederick Street and Sidney Avenue, north of Bay Street.
 Lot 5: all parking on City Hall property in front of the Police department
 Lot 8: employee parking lot east of City Hall adjacent to Prospect Alley which is between Kitsap Street and Prospect Street.

C. Sidewalk(s) describe the location of the sidewalk being closed:

No sidewalk closures

D. Street(s): please fill out the "Details of Closure" section below and provide a traffic control plan of the area impacted.

1) Details of Closure(s):

Street Name:	Between (cross street):	And (cross street):	Start Date:	Start Time:	End Date:	End Time:
<i>Example Sidney Ave</i>	<i>Kitsap Street</i>	<i>Division Street</i>	<i>00/00/0000</i>	<i>00:00 am</i>	<i>00/00/0000</i>	<i>00:00 pm</i>
<i>Bay Street</i>	<i>Geiger</i>	<i>Rock well</i>	<i>8-9-2026</i>	<i>0600</i>	<i>8-9-2026</i>	<i>3 PM.</i>
<i>No. Bay Street</i>	<i>Water front</i>		<i>8-9-2026</i>	<i>0600</i>	<i>8-9-2026</i>	<i>3 PM.</i>

Additional details: (attach additional pages as needed for more streets and/or more details about use.)

2) Traffic Control Plan:

A traffic control plan is required for all street and highway closures and **must be submitted with this application.** See [example Site Plan](#). The following is required to be on the plan(s):

- Detour route(s) Pedestrian and Bicycle routes **Volunteers:** how many, where, how long, etc. *50 all day*
 Signs/Barriers: How many, what kind of signs, where will they be located, who is putting them up, who will be taking them down, etc. *City of Port setting up signs & taking them down*

Certified flaggers: how many will there be, where will they be stationed, what time will they be there, what time will they be gone, etc. CITY EMPLOYEES

Should your event require traffic control and certified flaggers to manage the road closures, provide the following information:

Name of the Traffic Control company: <u>R.C.E</u>		
Point of Contact Name: <u>Brandy</u>		
Phone:	Alternate Phone:	Email:

Public Works and Police Services

Special events may require the use of public works and police officers for public safety. This may result in additional costs to the organizer. The organizer will be notified if coordination with the Public Works and Police is required.

The following are services that will be required to be charged to the organizer:

Public Works:

- Setting up street closure signs
- Setting up barricades

Police:

- Setting up command center on event site
- Officers providing security

Please provide who the invoice should be sent to:

Name company:		
Name:		
Address:		
Phone:	Alternate Phone:	Email:

Parking Impacts

Have parking impacts been coordinated with neighbors (residential/business)? **Yes** **No**

If yes, how will parking be provided for participants and visitors (including handicapped parking)? You may submit a map to show the available parking for this event in place of providing a written description below.

we will have bus service from The armory
Park & Ride Plus a bus from Courthouse
Parking Lot & maybe one from The odd walkins
LOT

Will you manage your own recycling and garbage collection or will it be managed by a vendor?

Self-Haul: Yes No

List vendor/company, if applicable: _____

Detail your plan for waste management within the event area and surrounding neighborhood:

Placement of 18 Lined 50 gal Drums
To be put in a 4yd. Refuse container
hauled by waste management

Restrooms

Provide the number of restrooms that will be available to the public for your event: 8 Males Females 1 Handicap

All Restrooms are uni-sex

Below is an example of the estimated amounts needed per number of users recommended in the FEMA Special Events

Contingency Planning: Job Aids Manual March 2005 (updated May 2010).

Toilet facilities for events where alcohol is not available

Patrons	Males			Females	
	Toilets	Urinals	Sinks	Toilets	Sinks
<500	1	2	2	6	2
<1,000	2	4	4	9	4
<2,000	4	8	6	12	6
<3,000	6	15	10	18	10
<5,000	8	25	17	30	17

Toilet facilities for events where alcohol is available

Patrons	Males			Females	
	Toilets	Urinals	Sinks	Toilets	Sinks
<500	3	8	2	13	2
<1,000	5	10	4	16	4
<2,000	9	15	7	18	7
<3,000	10	20	14	22	14
<5,000	12	30	20	40	20

**The City of Port Orchard cannot grant permission for the use of private property for parking. It is the event sponsor's responsibility to contact property owner (business, residential, schools) if you want permission to park on their property.*

Neighborhood – Business Notification

The city clerk's office shall notify the public of each special event proposed to allow citizens to provide written comments regarding how allowing the special event will impact their property, business or quality of life. The city clerk will consider any information provided and may deny the special event permit application if a showing is made of severe financial impact or other undue hardship on a citizen's property, business or quality of life.

Alcohol Sales/Services

The sale, service and consumption of alcoholic beverages are subject to Washington State Liquor & Cannabis Board (WSLCB) regulations, licensing, and permit requirements. WSLCB Special Occasion and other Licenses and related fees for alcohol sales/service at events are not included in the City's Special Event Permit. Visit the WSLCB website, <https://lcb.wa.gov/> for additional information and to apply for the appropriate license / Permit.

Will alcohol be sold or consumed at your event? Yes* No

**If yes, you must contact the Washington State Liquor and Cannabis Board for a special liquor license.*

Food Sales/Service

You will need to reach out to the Kitsap Public Health District as they may require a temporary food establishment permit. Visit their website at https://kitsapublichealth.org/FoodSafety/food_vendors.php or call (360) 728-2235 for information.

Will your event have any food service and/or sales? Yes No If yes, how many: Approx 10

Will your event have professional catering? Yes No If yes, how many: _____

Will your event have food truck(s)? Yes No If yes, how many: Approx 10

Washington State Fire Code section 105.6.30 Mobile food preparation vehicles is defined as:

An operational permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or utilize LP-gas systems or CNG systems. Contact Community Development.

- [Food Truck Safety Handout](#)
- [Mobile Food Preparation Vehicle Permit Application](#)

Garbage and Recycling

Collection Stations: How many bins are you providing as collection containers at your event?
Recycle _____ Garbage <u>14</u>

These figures may be reduced for shorter duration events as follows:

Duration of event	Quantity required
More than 8 hours	100%
6-8 hours	80%
4-6 hours	75%
Less than 4 hours	70%

Master Multi-Vendor Event License

Will your event have vendors? Yes No

If so, how many anticipated exhibitors/vendors will be at your event? Approx 10

If so, will they be selling merchandise and/ or food? Yes No – If you indicated Yes, please see the **Food** section on Page 4 of this application.

POMC 5.96, if your event has two or more vendors engaged in public property vending, you are required to have a Master Multi-Vendor Event License (MMVEL). The MMVEL fee is \$15.00 per day or \$200 per month. POMC 5.96.020(3)(a) states the sponsor of the master event shall provide a list of participating vendors, their business names, their addresses and their State Tax Revenue Identification Numbers to the city clerk within three working days after the first day of the operation.

- No public vending is allowed within twenty-five (25) feet of any municipal building, monument, or fountain, OR within ten (10) feet of intersection sidewalks.
- Vending devices must be removed from vending sites daily between the hours of 10:00 p.m. and 6:00 a.m.
- Vending devices and vending sites must always be clean and orderly. The vendor must furnish a suitable refuse container and is responsible for the daily disposal of refuse deposited therein. Refuse containers must be removed each day along with vending devices.
- Vendors may engage in public property vending only in the location specified in the public property license. The location shall be deemed the vending site.
- Utility service connections are not permitted, except electrical when provided with written permission from the adjacent property owner. Electrical lines are not allowed overhead or lying in the pedestrian portion of the sidewalk.
- No mechanical audio or noisemaking devices are allowed, and no hawking is allowed.
- A vinyl or canvas umbrella may be added to the vending device, but its open diameter may not exceed eight and one-half feet. Any part of the umbrella must have a minimum of seven feet of vertical clearance to the area on which the vending device stands.
- Individual vendor advertising signs may be placed only upon the vending device. Temporary master event advertising signs may be placed as approved by the city engineer; and
- No conduct shall be permitted which violates any other section of the Port Orchard Municipal Code.

Tents

Does your event include a tent or membrane structure? Yes No Not Applicable

If yes, what is the tent size: _____ Does the tent have sides? Yes No N/A

May be required to obtain a permit per POMC 20.200.016. Please contact Community Development (360) 874-5533.

Event Signage

Are you planning to put up temporary signs? Yes No

POMC 20.132.290 "Temporary sign" (which may include special event sign) means any sign that is used temporarily and is not permanently mounted, painted or otherwise affixed, excluding portable signs as defined by this chapter, including any poster, banner, placard, stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability and rot prevention. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible, bendable or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20-ounce fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. Please contact the Community Development Department at (360) 874-5533 if you have questions or if you need to apply for a sign permit.

Amplified Sound

Does your event have any amplified sound? Yes No

Indicate dates/time of any amplified sound below:			
Day: <u>Sunday</u> 8-9-26	Date: <u>8-9-26</u>	Start Time: <u>10:00 AM</u>	End Time: <u>1 PM</u>
Day:	Date:	Start Time:	End Time:
Day:	Date:	Start Time:	End Time:
Describe what sound will be amplified, and at what hours (e.g., 7:00am announcements, 8:00am background music, etc.):			
<u>music & announcements starting at 10:00 AM</u>			
Describe what equipment will be used for amplified sound, and at what locations (show in maps):			
Describe schematics and direction of amplified sound (show in maps, attach supporting documents as needed)			

Noise levels generated shall not be in excess of allowable levels, consistent with POMC 9.24.050. For more information please contact the Port Orchard Police Department (360) 876-1700.

Site Map

A site map is **required** to be submitted to include the following when applicable:

- Vendors
- Beer Garden
- Signage
- Canopies/Tents
- Public entrances and exits
- Road closures and detours
- Traffic patterns with directional arrows/routes
- Fire Lanes

- Surrounding street names
- Garbage/Recycling
- Barricades
- Food trucks
- Generators
- Cooking areas
- First Aid
- Parking
- Restrooms
- Wash stations
- If event is a run/walk, list start and stop locations and water/rest stations:

Insurance

The sponsoring organization must submit proof of liability insurance naming the City of Port Orchard as an additional insured by endorsement. Coverage shall remain in force throughout the event. The policy shall have primary coverage limits of at least the following:

\$1,000,000 Liability and \$1,000,000 Bodily Injury

Additional insurance may be required where alcohol is being served. Special Event Insurance for events held at city-owned facilities can be purchased at eventinsure.hubinternational.com/.

Release

I certify that the event for which this permit is to be used will not be in violation of any City of Port Orchard ordinance.

By applying for this special event permit, the organization or entity obtaining such permit agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from all claims, injuries, damages, losses, or suits, including attorney fees and costs, arising out of or in conjunction with the activities or operations performed by the applicant or on the applicant's behalf resulting from the issuance of this permit, except for injuries and damages caused by the sole negligence of the City.

The information on this form is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.

I, as the President or Chair of my organization, agree to the terms and conditions listed above.

Bill Hubbell Bill Hubbell 2-2-26
 Signature of President/Chair of Organization Print Name Date

FOR CITY CLERK'S OFFICE USE ONLY

Date Special Event Fee Paid (\$50): _____

Receipt No.: _____

Insurance Certificate(s) Received: _____

Does event require a Master Multi-Vendor License: Yes No

If Yes: \$15/day fee \$200/monthly fee

Number of days: 1 Total Amount: _____ Date paid: _____ Receipt No.: _____

Department/Agency Routing:

Police Public Works Finance Community Development Kitsap Transit Clerk's Office Health District

Public Notice Dates: _____

Council Action Date: _____



SPECIAL EVENT PERMIT APPLICATION INSTRUCTIONS

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96)

Thank you for your interest in holding a special event in the City of Port Orchard. This application contains information you need to apply for a special event permit. Included is a checklist designed to help you when submitting this application, and tips for a successful event.

What are the fees associated with a special event?

- There is a **\$50** non-refundable administrative fee to process each application.
- If two or more vendors are engaged in public property vending, you are required to have a master multi-vendor event license. The fee is **\$15** per event day.
- Closure of Lots 3 and 4 commonly known as waterfront parking, during a weekday and excluding federal holidays, the applicant shall compensate the city for lost revenue for use of the parking lots.

When should the special event application be submitted to the City?

- The application shall be filed with the city clerk's office no less than 90 calendar days, nor more than one calendar year, before the date when the proposed special event is to take place. A Special Event Reservation Form can be submitted by February 1st of each year to reserve your proposed special event, if the event was held on the same day and location as the previous year. Please note that it provides no guarantee that your event will be approved.
- **If your event requires any road closures, the application must be submitted at least 120 calendar days before the event date.**

What is a special event?

A special event is defined in the Port Orchard Municipal Code (POMC) as "any organized formation of an activity proposed to occur that affects the public's ordinary use of rights-of-way or public parks, including but not limited to runs, street dances, block parties and parades".

Can I hold a special event in a City owned park?

City parks are available on a first-come, first-served basis. The City does not reserve parks for events. However, POMC 9.60 'Park Rules' states in part that no person can solicit, or offer for sale any article or thing, or use any stand, cart or vehicle for the sale or display without authorization from the City Council. In addition, no animals are allowed in City parks other than dogs or cats.

What types of events are considered special events?

- Parades
- Runs/Walks
- Festivals
- Block Parties
- Car Shows
- Vendor Fairs
- Concerts
- Community awareness events
- Outdoor movies
- Street dances
- Other similar event



What if my event is outside Port Orchard City limits or on property not owned by the City?

If your event is outside Port Orchard city limits, you will need to contact Kitsap County at 360.337.5777. If your event is on private property, you will need to contact the property owner and Port Orchard Department of Community Development to learn if the event triggers permitting requirements under the adopted fire code. If your event is utilizing the property of the Port of Bremerton, you will need to contact the Port of Bremerton. If your event is utilizing both City property and property that is NOT owned/leased by the City, written approval is required by the owner/manager of the private property and must be included with your application.

Can I ask for road closures or detours for a 5K run/walk or similar event?

If the event is a parade or run, the following information and/or documentation are required:

- A traffic control plan.
- Provide evidence that the appropriate number of Certified flaggers described in the traffic control plan will be provided.

What is the special event application process?

- Submit to the City Clerk's office a Special Event Reservation form (if applicable).
- Submit the completed application to the City Clerk's office with required fee(s), 90 days before the event. If the application and/or additional documents are not completed or submitted, the application will not be accepted until fully completed.
- The City will forward the event application to other departments and agencies for review and comment.
 - If the event requires closure of City streets, the application is also required to be brought before the City Council during a regular City Council meeting. The applicant will be notified of the date of the meeting and the City Council's decision.
 - If the event requires closure of a State Highway, POMC 5.94.030(4) states a completed application shall be filed no less than 120 days before the proposed special event is to take place. POMC 5.94.040(13) states upon council approval, the applicant must provide to the City Clerk's office, no more than 45 days after submitting the application, at least one of the following three documents: (a) event agreement with WSDOT; (b) letter of acknowledgement from WSDOT; or (c) written proof that the event organizer has submitted the completed application to WSDOT.

- If the event requires closure of City streets, a traffic control plan may be required.
- If your event is utilizing the downtown parking lots (lots 3 and 4), commonly known as waterfront parking, for two or more consecutive days it will require council approval and the applicant shall compensate the city for lost revenue for use of the parking lots.
- If there are questions or concerns by the other departments or jurisdictions, the applicant will be contacted to address these concerns.
- Depending upon the event, other licenses or permits may be required.
- The City will notify the public of the event and ask if there are any concerns regarding impact to property, business, or quality of life.



Special Event Permit Application Checklist

Please use this list to ensure you have included all supporting documentation with your special event application.

- If your event coincides with another organizations event in the same location, please provide written approval from the event organizer that indicates their approval of your event.
- Reviewed Special Event Tool Kit
- Written approval from property owner if location is on non-City owned property (if applicable) **(Page 2)**
- Special Event Fee (Check, Cash, Credit Card) **(Page 3)**
- Insurance Certificate, with endorsement, provided at least 30 days prior to event date **(Page 4)**
- If there are road closures, have you attached a traffic control plan **(Page 6)**
- Special Liquor License (if applicable) **(Page 7)**
- Contact Department of Community Development for sign permit or food trucks (if applicable) **(Page 7 and 9)**
- Master Multi-Vendor Event License fee (if applicable) **(Page 8)**
- Contact Department of Community Development for tent permit (if applicable) **(Page 9)**
- Completed site map **(Page 10)**
- Special Event Application/Release is completed and signed by the President or Chair of organization **(Page 10)**

- Upon event approval, use of State Highway Letter of Acknowledgment or an Agreement that is received from the Department of Transportation if State Highway is requested to be closed (**Page 5**)

Tips for a successful event

- ❖ Contact the local media (Kitsap Sun, Port Orchard Independent, etc.).
- ❖ Post information on your social media site.
- ❖ Contact the Port Orchard Chamber of Commerce or Port Orchard Bay Street Association.
- ❖ Attend a City Council meeting to speak during citizen comments letting council and public know of your event.



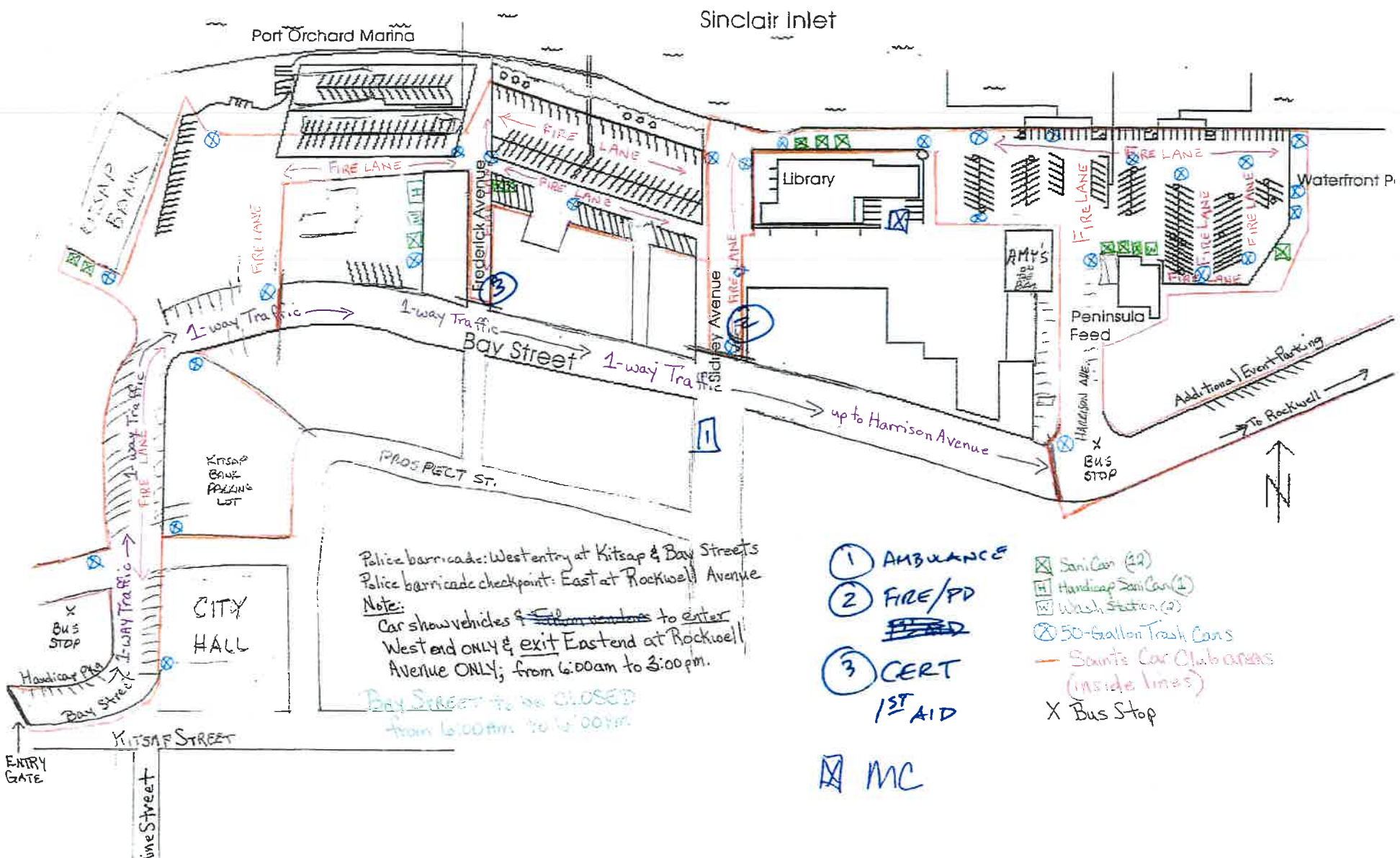
Supplies

- 2 x Special Event Ahead
- 1 x Road Work Ahead
- 4 x Road Closed Ahead
- 3 x Detour Ahead
- 1 x Detour Left
- 2 x Detour L/R
- 2 x Detour Right
- 1 x No Left Turn
- 1 x Truck Route
- 9 x Road Closed
- 7 x Water Filled Barrier
- 6 x Cone
- 4 x PW Ops Pickup Trucks
- 3 x Dump Truck
- 1 x Vac Truck
- 4 x City Admin Vehicle
- 1 x Ambulance
- 1 x Police Vehicle

SIGN SPACING = X (1)

RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS & URBAN ARTERIALS	25 / 30 MPH	200' ± (2)
RESIDENTIAL & BUSINESS DISTRICTS		
URBAN STREETS	25 MPH OR LESS	100' ± (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS AND DRIVEWAYS.
 (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.



Police barricade: West entry at Kitsap & Bay Streets
 Police barricade checkpoint: East at Rockwell Avenue
 Note:
 Car show vehicles & ~~other vehicles~~ to enter West end ONLY & exit East end at Rockwell Avenue ONLY; from 6:00am to 3:00pm.
 Bay Street to be CLOSED from 6:00am to 6:00pm

- ① AMBULANCE
- ② FIRE/PD
- ③ CERT 1ST AID
- MC
- ☒ SaniCan (24)
- ☒ Handicap SaniCan (1)
- ☒ Wash Station (2)
- ⊗ 50-Gallon Trash Cans
- Saints Car Club areas (inside lines)
- X Bus Stop



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

Agenda Staff Report

Consent Agenda: 4.E. Approval of Special Event Street Closure: Mustangs on the Waterfront (Wallace)

Meeting Date: April 14, 2026

Presenter: Brandy Wallace, City Clerk

Summary and Background:

Staff received a special event application for the Mustangs on the Waterfront, a car show, scheduled for Sunday, July 26, 2026. The application states the following:

EVENT: Mustangs on the Waterfront

TYPE: Car Show

DATE: Sunday, July 26, 2026

TIME: Setup starts at 5:30am, open to public at 7am until 5pm, cleanup to be completed by 5:30pm

LOCATION: Downtown Port Orchard

CLOSURE(S): Portion of Harrison Avenue, Frederick Street from Bay Street/SR166 to waterfront; Sidney Parkway, Sidney Avenue from Bay Street/SR166 to waterfront, and parking lot #2.

The required notice, pursuant to POMC 5.94.050(3), allowing citizens to provide written comments regarding how allowing the special event will impact their property, business, or quality of life has been published and to-date, the City has received no written concerns regarding this event taking place.

Staff and outside agencies have reviewed the application and are working towards ensuring safety measures and traffic control are in place.

The applicant is requesting closure of several side streets. As required per Port Orchard Municipal Code 5.94.050(4), staff shall bring forward the special event application to the City council for approval when the event requires a street or highway closure.

Staff is in support of the road closures as presented and is continuing to work on the final details of the event with the applicant, ensuring the street closures are to the safety and traffic control standards outlined in City, State, and Federal codes.

Relationship to Comprehensive Plan: 6 - Economic Development

Recommendation: Staff recommends the approval of the road closures, as presented.

Motion for Consideration: I move to approve the road closures for the Mustangs on the Waterfront event, scheduled for Sunday, July 26, 2026, as presented.

Has item been presented to Committee/Work Study? No

If so, which one:

Fiscal Impact: Revenue of \$100 from applicant for a processing fee; General Fund. Possible staff and equipment cost associated with closing the road; General Fund.

Alternatives: Deny the road closures and provide direction to staff.

Attachments:

- 1. 05.23.2025Kit__KMC__Mustangs_on_the_Waterfront_2025-5-29
- 2. Site_Plan
- 3. 20260225_SE_Appl_Mustangs



SIGN SPACING-X (FEET) (1)

RURAL HIGHWAYS	60/65 MPH	800'
RURAL ROADS	45/55 MPH	500'
RURAL ROADS & URBAN ARTERIALS	35/40 MPH	350'
RURAL ROADS, URBAN ARTERIALS	25/30 MPH	200'±(2)
RESIDENTIAL & BUSINESS DISTRICTS	25 MPH OR LESS	100'±(2)

(1) All spacing may be adjusted to accommodate interchange ramps, at-grade intersections, and driveways.
(2) This spacing may be reduced in urban areas to fit roadway conditions.

Legend

- Car Show Area
- Cone
- Construction Area
- Fire Lane
- VMS Board (3 panels)

CHANNELING DEVICE SPACING (FEET)

MPH	TAPER	TANGENT
50/75	40	80
35/45	30	60
25/30	20	40

- Manifest**
- 23 x Cone Cone count is representative, not accurate
 - 8 x Type I Barricade
 - 3 x R11-4 road closed to thru traffic
 - 3 x W20-3 road closed ahead
 - 2 x R3-1 no right turn
 - 2 x R3-2 no left turn
 - 2 x Special event ahead
 - 2 x Type III Barricade (Road Closed)
 - 1 x R11-2 road closed R11-2
 - 1 x R7-107a R7-107a
 - 1 x R7-T39 R7-T39
 - 1 x W9-3

ROADS	NO
CLOSED 4	LEFT
CAR SHOW	URNS

ROADS	NO
CLOSED 4	RIGHT
CAR SHOW	URNS

- Notes:**
- Plan is representative may be adjusted to site conditions and Car Club needs.
 - Use cones liberally where needed for added emphasis.
 - Pedestrians will have access to their normal paths.
 - Place No parking signs at all entrances and exits of parking lots; with dates and times. 72 hours in advance of restricting parking.
 - Bicycles will follow detour as traffic or proceed as pedestrians.
 - Coordination and or notification for Kitsap Transit is required if bus service is resumed on Sunday.
 - Public notification and/or PCMS.
 - Coordination and or notification for Ferry traffic is required if ferry runs on Sunday.

Traffic/Pedestrian control Plan
Permit #
Work Hours
KMC Car Show
"Mustangs on the Water 2024"
Bay ST
Port Orchard, WA 98366
Project manager: Susan Stadshaug
Fax
Office
Cell 360-620-5864
Home 360-692-1749

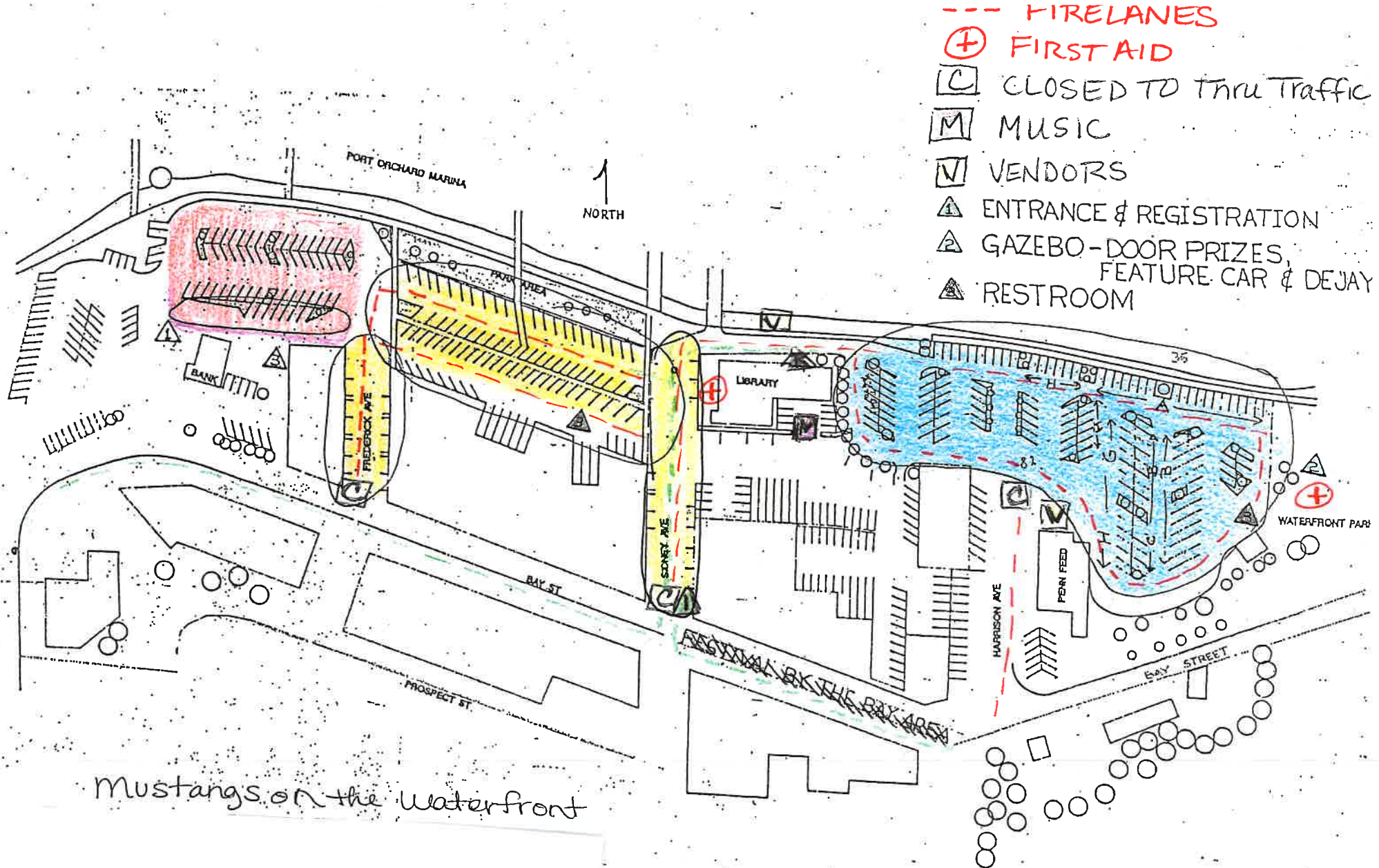
This plan is not executable without approval of the responsible public authority or official having jurisdiction over the road or public right away as per MUTCD (MUTCD 6A-01(10))

Plan Scale
1" = 200' (1" = 100')

Bay ST
Port Orchard, WA 98366

Approximately 18-21 with flag if possible, flags not required

Julie Nelson-Ray
TCS # 012531
Expires 07/31/2024
Cell 360-451-0820



- FIRELANES
- ⊕ FIRST AID
- Ⓒ CLOSED TO Thru Traffic
- Ⓜ MUSIC
- ✓ VENDORS
- △ ENTRANCE & REGISTRATION
- △ GAZEBO - DOOR PRIZES, FEATURE CAR & DEJAY
- △ RESTROOM

- Reserved City Parking
- Reserved Port Parking
- PORT PARKING



RECEIVED
FEB 25 2026
 CITY OF PORT ORCHARD
 CITY CLERK'S OFFICE

SPECIAL EVENT PERMIT APPLICATION

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96 and Resolution No. 022-25)

STANDARD PROCESSING FEE: \$100.00

Event Information

Event Name:
Mustangs on the Waterfront

Type of Event: Festival Walk/Run Parade Vendor Fair Concert
 Block Party Other: car show

Event or Organization Website:
www.kitsapmustangclub.org

Description of event:
 Kitsap Mustang Club's annual car show for Mustangs held the last Sunday in July known as "Mustangs on the Waterfront" relocating to the beautiful and scenic Port Orchard waterfront July 1991. Our event attracts car enthusiasts, Mustang show participants, and spectators who support local businesses and use lodginin aaround the community.

Event Date and Time

Event Dates: Indicate Dates/Times OPEN to attendees			Hours: Open until closing each day		Expected Daily Attendance:
Day 1	Day: Sunday	Date: July 26, 2026	Start Time: 7:00 a.m.	End Time: 5:00 p.m.	975
Day 2	Day:	Date:	Start Time:	End Time:	
Day 3	Day:	Date:	Start Time:	End Time:	
Day 4	Day:	Date:	Start Time:	End Time:	
Day 5	Day:	Date:	Start Time:	End Time:	
Event Setup Starts:			Event Take Down Complete:		Total Attendance: (add all rows and columns) 975
Start Day/Date: Sunday, July 26, 2026		Start Time: 5:30 a.m.	End Day/Date: July 26, 2026	End Time: 5:30 p.m.	
Event Location: Port Orchard waterfront	Describe the location that your event will be located at. Include street names and/or parks. Attached required map. Frederick St to Port Orchard Marina Part Gazebo/Bleachers/Soroptimist Outlook				

Applicant Information*

Sponsoring Organization Name: Kitsap Mustang Club					
Do you have an active City Business License?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	What is your UBI number?	
Applicant Contact Name: Susan Stadshaug					
Title: Show Chair					
Physical Address: P.O. Box 866			Mailing Address: (if different from street address)		
City: Tracyton		State: WA	Zip: 98393	City:	State: Zip:
Phone: 360-620-5864		Alternate Phone: 360-692-1749		Email: mach1@silverlink.net	

*Please note the applicant information provided may be shared for inquires made on event details

Admission Fees:

Does your event require a paid fee for participants and/or spectators?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Does your event require minimum or suggested donation for participants and/or spectators?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Admission/participation fee/ suggest donations amount(s): Mustang car show participants are charged a preregistration fee or aday of show fee. Spectators no charge.			

Use of City Streets and/or State Highway

STATE HIGHWAY:

Will this event require closure of a State Highway (most common is Bay Street/SR166)? Yes No

If yes, which highway: Bay Street/SR 166 Sedgwick Road Mile Hill Drive

For State Highway Closures, the sponsoring organization must submit the application to the city at least 120 calendar days before the event date. Upon city approval of the event, the sponsoring organization shall seek permission from the Washington State Department of Transportation (WSDOT) by completing an online application. Once permission is granted from WSDOT, a copy of the Letter of Acknowledgment or an Agreement will need to be provided to the city 45 days prior to the event. WSDOT's online application is located at: <https://www.wsdot.wa.gov/contact/events/special-events>

CITY PROPERTY/STREETS (Right-of-way): Port Orchard Municipal Code 5.94.020(7) states "Right-of-way (ROW)" means any road, public parking lot, city street, highway, boulevard or place in the city open as a matter of right to public travel and shall include arterials, neighborhood streets, alleys, bicycle paths and pedestrian ways; including streets or portions thereof which are designated as portions of the state highway system."

Will this event require closure of any of the below public property/ right-of-way? Yes No

If yes, indicate what type of public property is requested to be closed and the location (select all that apply):

A. City Park(s):

Van Zee Park

McCormick Village Park

Central Park

Givens Park

Paul Powers Park

Etta Turner Park

Rockwell Park

B. Parking Lot(s):

Lot 2, which lies between Frederick Street and Sidney Avenue, north of Bay Street.

Lot 5: all parking on City Hall property in front of the Police department

Lot 8: employee parking lot east of City Hall adjacent to Prospect Alley which is between Kitsap Street and Prospect Street.

C. Sidewalk(s) describe the location of the sidewalk being closed:

D. Street(s): please fill out the "Details of Closure" section below and provide a traffic control plan of the area impacted.

1) Details of Closure(s):

Street Name:	Between (cross street):	And (cross street):	Start Date:	Start Time:	End Date:	End Time:
<i>Example Sidney Ave</i>	<i>Kitsap Street</i>	<i>Division Street</i>	<i>00/00/0000</i>	<i>00:00 am</i>	<i>00/00/0000</i>	<i>00:00 pm</i>
Frederick Street	Bay to to water	N/A	7/26/26	5:30 a.m.	7/26/26	5:30 p.m.
Sidney Avenue	Bay St to water	N/A	7/26/26	5:30 a.m.	7/26/26	5:30 p.m.
Harrison Street	parking lot to water	N/A	7/26/26	5:30 a.m.	7/26/26	5:30 p.m.

Additional details: (attach additional pages as needed for more streets and/or more details about use.)
Car show participants vacate at end of award ceremony which may end earlier.

2) Traffic Control Plan:

A traffic control plan is required for all street and highway closures and **must be submitted with this application.** See [example Site Plan](#). The following is required to be on the plan(s):

Detour route(s) Pedestrian and Bicycle routes Volunteers: how many, where, how long, etc.

Signs/Barriers: How many, what kind of signs, where will they be located, who is putting them up, who will be taking them down, etc.

Certified flaggers: how many will there be, where will they be stationed, what time will they be there, what time will they be gone, etc.

Should your event require traffic control and certified flaggers to manage the road closures, provide the following information:

Name of the Traffic Control company:		
Point of Contact Name:		
Phone:	Alternate Phone:	Email:

Public Works and Police Services

Special events may require the use of public works and police officers for public safety. This may result in additional costs to the organizer. The organizer will be notified if coordination with the Public Works and Police is required.

The following are services that will be required to be charged to the organizer:

Public Works:

- Setting up street closure signs
- Setting up barricades

Police:

- Setting up command center on event site
- Officers providing security

Please provide who the invoice should be sent to:

Name company:		
Name:		
Address:		
Phone:	Alternate Phone:	Email:

Parking Impacts

Have parking impacts been coordinated with neighbors (residential/business)? Yes No

If yes, how will parking be provided for participants and visitors (including handicapped parking)? You may submit a map to show the available parking for this event in place of providing a written description below.

Frederick St (Bay St to city/port parking), Sidney Ave (Bay St to water), Harrison St (parking lot to water), Port parking.

Parking map details highlighted. Club works together with busiensses directly affected on show day and in advance.

***The City of Port Orchard cannot grant permission for the use of private property for parking. It is the event sponsor's responsibility to contact property owner (business, residential, schools) if you want permission to park on their property.**

Neighborhood – Business Notification

The city clerk's office shall notify the public of each special event proposed to allow citizens to provide written comments regarding how allowing the special event will impact their property, business or quality of life. The city clerk will consider any information provided and may deny the special event permit application if a showing is made of severe financial impact or other undue hardship on a citizen's property, business or quality of life.

Alcohol Sales/Services

The sale, service and consumption of alcoholic beverages are subject to Washington State Liquor & Cannabis Board (WSLCB) regulations, licensing, and permit requirements. WSLCB Special Occasion and other Licenses and related fees for alcohol sales/service at events are not included in the City's Special Event Permit. Visit the WSLCB website, <https://lcb.wa.gov/> for additional information and to apply for the appropriate license / Permit.

Will alcohol be sold or consumed at your event? Yes* No

***If yes, you must contact the Washington State Liquor and Cannabis Board for a special liquor license.**

Food Sales/Service

You will need to reach out to the Kitsap Public Health District as they may require a temporary food establishment permit. Visit their website at https://kitsappublichealth.org/FoodSafety/food_vendors.php or call (360) 728-2235 for information.

Will your event have any food service and/or sales? Yes No If yes, how many: 2 to 3

Will your event have professional catering? Yes No If yes, how many: _____

Will your event have food truck(s)? Yes No If yes, how many: 2 to 3

Washington State Fire Code section 105.6.30 Mobile food preparation vehicles is defined as:

An operational permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or utilize LP-gas systems or CNG systems. Contact Community Development.

- [Food Truck Safety Handout](#)
- [Mobile Food Preparation Vehicle Permit Application](#)

Garbage and Recycling

Collection Stations: How many bins are you providing as collection containers at your event?

Recycle _____ Garbage _____

Will you manage your own recycling and garbage collection or will it be managed by a vendor?

Self-Haul: Yes No List vendor/company, if applicable: _____

Detail your plan for waste management within the event area and surrounding neighborhood:
 Existing receptacles plus additional garbage receptacles and/or garbage bags as necessary.
 Recycling (boxes, cardboard, etc.) all self haul

Restrooms

Provide the number of restrooms that will be available to the public for your event: 7 Males 7 Females 2 Handicap

Below is an example of the estimated amounts needed per number of users recommended in the *FEMA Special Events Contingency Planning: Job Aids Manual March 2005 (updated May 2010)*.

Toilet facilities for events where alcohol is not available

Patrons	Males			Females	
	Toilets	Urinals	Sinks	Toilets	Sinks
<500	1	2	2	6	2
<1,000	2	4	4	9	4
<2,000	4	8	6	12	6
<3,000	6	15	10	18	10
<5,000	8	25	17	30	17

Toilet facilities for events where alcohol is available

Patrons	Males			Females	
	Toilets	Urinals	Sinks	Toilets	Sinks
<500	3	8	2	13	2
<1,000	5	10	4	16	4
<2,000	9	15	7	18	7
<3,000	10	20	14	22	14
<5,000	12	30	20	40	20

These figures may be reduced for shorter duration events as follows:

Duration of event	Quantity required
More than 8 hours	100%
6-8 hours	80%
4-6 hours	75%
Less than 4 hours	70%

Master Multi-Vendor Event License

Will your event have vendors? Yes No

If so, how many anticipated exhibitors/vendors will be at your event? _____ 4 or less

If so, will they be selling merchandise and/ or food? Yes No – If you indicated Yes, please see the **Food** section on Page 4 of this application.

POMC 5.96, if your event has two or more vendors engaged in public property vending, you are required to have a Master Multi-Vendor Event License (MMVEL). The MMVEL fee is \$15.00 per day or \$200 per month. POMC 5.96.020(3)(a) states the sponsor of the master event shall provide a list of participating vendors, their business names, their addresses and their State Tax Revenue Identification Numbers to the city clerk within three working days after the first day of the operation.

- No public vending is allowed within twenty-five (25) feet of any municipal building, monument, or fountain, OR within ten (10) feet of intersection sidewalks.
- Vending devices must be removed from vending sites daily between the hours of 10:00 p.m. and 6:00 a.m.
- Vending devices and vending sites must always be clean and orderly. The vendor must furnish a suitable refuse container and is responsible for the daily disposal of refuse deposited therein. Refuse containers must be removed each day along with vending devices.
- Vendors may engage in public property vending only in the location specified in the public property license. The location shall be deemed the vending site.
- Utility service connections are not permitted, except electrical when provided with written permission from the adjacent property owner. Electrical lines are not allowed overhead or lying in the pedestrian portion of the sidewalk.
- No mechanical audio or noisemaking devices are allowed, and no hawking is allowed.
- A vinyl or canvas umbrella may be added to the vending device, but its open diameter may not exceed eight and one-half feet. Any part of the umbrella must have a minimum of seven feet of vertical clearance to the area on which the vending device stands.
- Individual vendor advertising signs may be placed only upon the vending device. Temporary master event advertising signs may be placed as approved by the city engineer; and
- No conduct shall be permitted which violates any other section of the Port Orchard Municipal Code.

Tents

Does your event include a tent or membrane structure? Yes No Not Applicable

If yes, what is the tent size: _____ Does the tent have sides? Yes No N/A

May be required to obtain a permit per POMC 20.200.016. Please contact Community Development (360) 874-5533.

Event Signage

Are you planning to put up temporary signs? Yes No

POMC 20.132.290 "Temporary sign" (which may include special event sign) means any sign that is used temporarily and is not permanently mounted, painted or otherwise affixed, excluding portable signs as defined by this chapter, including any poster, banner, placard, stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability and rot prevention. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible, bendable or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20-ounce fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. Please contact the Community Development Department at (360) 874-5533 if you have questions or if you need to apply for a sign permit.

Amplified Sound

Does your event have any amplified sound? Yes No

Indicate dates/time of any amplified sound below:			
Day:	Date:	Start Time:	End Time:
Sunday	7/26/26	9:00 a.m.	3:00 p.m.
Sunday	7/26/26	3:00 p.m.	4:30 p.m.
Day:	Date:	Start Time:	End Time:
Describe what sound will be amplified, and at what hours (e.g., 7:00am announcements, 8:00am background music, etc.): Amplified sound for announcements and background music throughout the day (9 a.m. to 3 p.m.) Microphone used at Gazeo/Bleacher area during award ceremony (3 p.m. to 4:30 p.m.)			
Describe what equipment will be used for amplified sound, and at what locations (show in maps): 5 or 6 15" speakers, preamplified and elevated on scissor lift. Music provided by Movil Sound (POC Dave Rose 360-509-9246)			
Describe schematics and direction of amplified sound (show in maps, attach supporting documents as needed) Speakers elevated on scissor life (provided by Premier Rentals) and located ehind library, securely positioned, pointed in all directions.			

Noise levels generated shall not be in excess of allowable levels, consistent with POMC 9.24.050. For more information please contact the Port Orchard Police Department (360) 876-1700.

Site Map

A site map is **required** to be submitted to include the following when applicable:

- Vendors
- Beer Garden
- Signage
- Canopies/Tents
- Public entrances and exits
- Road closures and detours
- Traffic patterns with directional arrows/routes
- Fire Lanes

- Surrounding street names
- Garbage/Recycling
- Barricades
- Food trucks
- Generators
- Cooking areas
- First Aid
- Parking
- Restrooms
- Wash stations
- If event is a run/walk, list start and stop locations and water/rest stations:

Insurance

The sponsoring organization must submit proof of liability insurance naming the City of Port Orchard as an additional insured by endorsement. Coverage shall remain in force throughout the event. The policy shall have primary coverage limits of at least the following:

\$1,000,000 Liability and \$1,000,000 Bodily Injury

Additional insurance may be required where alcohol is being served. Special Event Insurance for events held at city-owned facilities can be purchased at eventinsure.hubinternational.com/.

Release

I certify that the event for which this permit is to be used will not be in violation of any City of Port Orchard ordinance.

By applying for this special event permit, the organization or entity obtaining such permit agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from all claims, injuries, damages, losses, or suits, including attorney fees and costs, arising out of or in conjunction with the activities or operations performed by the applicant or on the applicant's behalf resulting from the issuance of this permit, except for injuries and damages caused by the sole negligence of the City.

The information on this form is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.

I, as the President or Chair of my organization, agree to the terms and conditions listed above.

	<i>Susan Stadshaus</i>	<i>2-25-26</i>
Signature of President/Chair of Organization	Print Name	Date

FOR CITY CLERK'S OFFICE USE ONLY

Date Special Event Fee Paid (\$100): *2-25-26*

Receipt No.: *228508*

Insurance Certificate(s) Received: *✓*

Does event require a Master Multi-Vendor License: Yes No

If Yes: \$15/day fee \$200/monthly fee

Number of days: 1 Total Amount: 15⁰⁰ Date paid: 2-25-26 Receipt No.: 228509

Department/Agency Routing:

Police Public Works Finance Community Development Kitsap Transit Clerk's Office Health District

Public Notice Dates: _____

Council Action Date: _____



SPECIAL EVENT PERMIT APPLICATION INSTRUCTIONS

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96)

Thank you for your interest in holding a special event in the City of Port Orchard. This application contains information you need to apply for a special event permit. Included is a checklist designed to help you when submitting this application, and tips for a successful event.

What are the fees associated with a special event?

- There is a **\$50** non-refundable administrative fee to process each application.
- If two or more vendors are engaged in public property vending, you are required to have a master multi-vendor event license. The fee is **\$15** per event day.
- Closure of Lots 3 and 4 commonly known as waterfront parking, during a weekday and excluding federal holidays, the applicant shall compensate the city for lost revenue for use of the parking lots.

When should the special event application be submitted to the City?

- The application shall be filed with the city clerk's office no less than 90 calendar days, nor more than one calendar year, before the date when the proposed special event is to take place. A Special Event Reservation Form can be submitted by February 1st of each year to reserve your proposed special event, if the event was held on the same day and location as the previous year. Please note that it provides no guarantee that your event will be approved.
- **If your event requires any road closures, the application must be submitted at least 120 calendar days before the event date.**

What is a special event?

A special event is defined in the Port Orchard Municipal Code (POMC) as "any organized formation of an activity proposed to occur that affects the public's ordinary use of rights-of-way or public parks, including but not limited to runs, street dances, block parties and parades".

Can I hold a special event in a City owned park?

City parks are available on a first-come, first-served basis. The City does not reserve parks for events. However, POMC 9.60 'Park Rules' states in part that no person can solicit, or offer for sale any article or thing, or use any stand, cart or vehicle for the sale or display without authorization from the City Council. In addition, no animals are allowed in City parks other than dogs or cats.

What types of events are considered special events?

- Parades
- Runs/Walks
- Festivals
- Block Parties
- Car Shows
- Vendor Fairs
- Concerts
- Community awareness events
- Outdoor movies
- Street dances
- Other similar event



What if my event is outside Port Orchard City limits or on property not owned by the City?

If your event is outside Port Orchard city limits, you will need to contact Kitsap County at 360.337.5777. If your event is on private property, you will need to contact the property owner and Port Orchard Department of Community Development to learn if the event triggers permitting requirements under the adopted fire code. If your event is utilizing the property of the Port of Bremerton, you will need to contact the Port of Bremerton. If your event is utilizing both City property and property that is NOT owned/leased by the City, written approval is required by the owner/manager of the private property and must be included with your application.

Can I ask for road closures or detours for a 5K run/walk or similar event?

If the event is a parade or run, the following information and/or documentation are required:

- A traffic control plan.
- Provide evidence that the appropriate number of Certified flaggers described in the traffic control plan will be provided.

What is the special event application process?

- Submit to the City Clerk's office a Special Event Reservation form (if applicable).
- Submit the completed application to the City Clerk's office with required fee(s), 90 days before the event. If the application and/or additional documents are not completed or submitted, the application will not be accepted until fully completed.
- The City will forward the event application to other departments and agencies for review and comment.
 - If the event requires closure of City streets, the application is also required to be brought before the City Council during a regular City Council meeting. The applicant will be notified of the date of the meeting and the City Council's decision.
 - If the event requires closure of a State Highway, POMC 5.94.030(4) states a completed application shall be filed no less than 120 days before the proposed special event is to take place. POMC 5.94.040(13) states upon council approval, the applicant must provide to the City Clerk's office, no more than 45 days after submitting the application, at least one of the following three documents: (a) event agreement with WSDOT; (b) letter of acknowledgement from WSDOT; or (c) written proof that the event organizer has submitted the completed application to WSDOT.

- If the event requires closure of City streets, a traffic control plan may be required.
- If your event is utilizing the downtown parking lots (lots 3 and 4), commonly known as waterfront parking, for two or more consecutive days it will require council approval and the applicant shall compensate the city for lost revenue for use of the parking lots.
- If there are questions or concerns by the other departments or jurisdictions, the applicant will be contacted to address these concerns.
- Depending upon the event, other licenses or permits may be required.
- The City will notify the public of the event and ask if there are any concerns regarding impact to property, business, or quality of life.



Special Event Permit Application Checklist

Please use this list to ensure you have included all supporting documentation with your special event application.

- If your event coincides with another organizations event in the same location, please provide written approval from the event organizer that indicates their approval of your event.
- Reviewed Special Event Tool Kit
- Written approval from property owner if location is on non-City owned property (if applicable) (**Page 2**)
- Special Event Fee (Check, Cash, Credit Card) (**Page 3**)
- Insurance Certificate, with endorsement, provided at least 30 days prior to event date (Page 4)
- If there are road closures, have you attached a traffic control plan (Page 6)
- Special Liquor License (if applicable) (**Page 7**)
- Contact Department of Community Development for sign permit or food trucks (if applicable) (**Page 7 and 9**)
- Master Multi-Vendor Event License fee (if applicable) (**Page 8**)
- Contact Department of Community Development for tent permit (if applicable) (**Page 9**)
- Completed site map (**Page 10**)
- Special Event Application/Release is completed and signed by the President or Chair of organization (**Page 10**)

- Upon event approval, use of State Highway Letter of Acknowledgment or an Agreement that is received from the Department of Transportation if State Highway is requested to be closed (**Page 5**)

Tips for a successful event

- ❖ Contact the local media (Kitsap Sun, Port Orchard Independent, etc.).
- ❖ Post information on your social media site.
- ❖ Contact the Port Orchard Chamber of Commerce or Port Orchard Bay Street Association.
- ❖ Attend a City Council meeting to speak during citizen comments letting council and public know of your event.



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

Agenda Staff Report

Consent Agenda: 4.F. Approval of an Agreement with the Police Guild regarding methodology for determining seniority (Lund)

Meeting Date: April 14, 2026

Presenter: Debbie Lund, Human Resources Director

Summary and Background:

When the police department has multiple simultaneous vacancies, prospective employee availability and the time required to onboarding new employees occasionally results in two or more employees starting on the same date. Seniority and the impacts thereof in the Police Guild contract is important for many reasons including shift bidding and layoff determinations. The current collective bargaining agreement between the City and the Police Guild is silent as it relates to tie breakers for the purposes of seniority. Likewise the City's Civil Service Rules and City policy are also silent on the subject.

Therefore, the City worked with Police Guild leadership to create language to augment the collective bargaining agreement that provides for a tie breaker in the event two or more employees start employment with the Police Department on the same day.

The proposed Memorandum of Understanding under consideration tonight is a draft until approved by Council and signed by the parties and will be sent to Council under separate cover by the City Attorney.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends the City Council authorize the Mayor to sign an Agreement with the Port Orchard Police Guild regarding seniority tie breaker contract language.

Motion for Consideration: I move to authorize the Mayor to sign an Agreement with the Port Orchard Police Guild regarding the methodology for determining seniority.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact: N/A

Alternatives: Do not approve and provide alternate direction to staff.

Attachments:

None



Meeting Location:
Council Chambers
216 Prospect Street
Port Orchard, WA 98366

Contact us:
Phone (360) 876-4407
cityhall@portorchardwa.gov
www.portorchardwa.gov

City Council Minutes

Regular Meeting of Tuesday, March 24, 2026

Roll Call was taken by the City Clerk as follows:

Present: John Morrissey, Mayor Pro-tem, Position No. 2
Scott Diener, Councilmember, Position No. 3
Jay Rosapepe, Councilmember, Position At-Large
Shirah Dedman, Councilmember, Position No. 6
Mark Trenary, Councilmember, Position No. 1
Eric Worden, Councilmember, Position No. 4
Heidi Fenton, Councilmember, Position No. 5
Robert Putaansuu, Mayor

Staff present: Public Works Director Ryan, Community Development Director Ryan, Police Chief Brown, City Attorney Archer, City Clerk Wallace, Deputy City Clerk Floyd and Communications Specialist Hansen.

Audio/Visual was successful.

1. CALL TO ORDER

Mayor Putaansuu called the meeting to order at 6:31 p.m.

A. Pledge of Allegiance

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

2. APPROVAL OF AGENDA

Moved by Jay Rosapepe; seconded by Scott Diener to Approve the agenda as presented.

Motion Carried: 7 - 0

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Eric Worden, Heidi Fenton, John Morrissey, Shirah Dedman

Voting Against: None

3. PUBLIC HEARING

A. Closed Record Hearing on Site-Specific Rezone Application, LU25-REZONE-02 and the Consideration of the Recommendation of Hearing Examiner

Mayor Putaansuu opened the closed record hearing at 6:32 p.m.

City Attorney Archer spoke to quasi-judicial proceeding and appearance of fairness doctrine and conducted mandatory disclosure process, which concluded with no disclosures and no public challenges to the participation by an City Council member.

Community Development Director summarized the staff report.

Community Development Director Bond and City Attorney Archer responded to Councilmembers questions about the application.

4. EXECUTIVE SESSION - CLOSED SESSION

At 6:48 p.m., Mayor Putaansuu announced City Council would enter into a 15-minute closed session pursuant to RCW 42.30.140(2) on the Site-Specific Rezone Application, LU25-REZONE-02 and the consideration of the recommendation of hearing examiner.

City Attorney Archer requested an executive session be added to the closed session, pursuant to RCW 42.31.110(1)(i), to discuss legal risk of a proposed action.

At 7:03 p.m., Mayor Putaansuu reconvened the meeting back into session.

5. PUBLIC HEARING ACTION

A. Council Review and Potential Action on LU25-Rezone-02 Sidney Rd Investments Storage Facility rezone and the Consideration of the Recommendation of Hearing Examiner

Mayor Putaansuu closed the closed record hearing at 7:04 p.m.

Moved by Jay Rosapepe; seconded by Heidi Fenton to affirm the recommendation of the hearing examiner to approve the site-specific rezone and direct staff to prepare an ordinance consistent with this direction.

Motion Carried: 6- 1

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Eric Worden, Heidi Fenton, John Morrissey

Voting Against: Shirah Dedman

6. CITIZEN COMMENTS

Ian Bear, Steve Sego, Clancy Donlin, Suanne Martin Smith, Robert Baglio, and Ray Kline, voiced concerns with the Community Development Department and Permit Center, explaining issues with permitting, inconsistent inspections, processing, and customer service.

7. CONSENT AGENDA

Moved by Scott Diener; seconded by John Morrissey to Approve the Consent Agenda as presented.

Motion Carried: 7 - 0

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Eric Worden, Heidi Fenton, John Morrissey, Shirah Dedman

Voting Against: None

A. Approval of Vouchers and Electronic Payments

Approval of Voucher Nos. 90096 through 90125 and 90131 through 90166 including bank drafts in the amount of \$326,742.70 and EFT's in the amount of \$313,478.49 totaling \$640,221.19.

B. Approval of Payroll and Direct Deposits

Approval of Payroll Check Nos. 90126 through 90130 including bank drafts and EFT's in the amount of \$295,211.60 and Direct Deposits in the amount of \$295,408.92 totaling \$590,620.52

C. Adoption of a Resolution Updating the City's Fee Resolution

D. Approval of Special Event Street Closure: 29th Annual Cruisin' Sunday Car, Truck & Bike Show

E. Approval of the February 24, 2026, City Council Regular Meeting Minutes

F. Approval of the March 10, 2026, City Council Regular Meeting Minutes

8. PRESENTATION

A. Post Legislative Session Updates

Shelly Holder, Gordon Thomas Honeywell Government Relations, provided a presentation which included Purpose, Overview 2026 Legislative Session, Overview 2026 Supplemental Budgets, Outcomes Cities Across the State, Outcomes Port Orchard Priorities, Additional Legislative Issues, and Next Steps.

Additional discussion was held which included unfunded mandates, sales tax, form-based code, and mobile dwelling bill HB1443.

B. Kitsap Community Resources, Rental Assistance Program Update

Tony Ives, executive director of Kitsap Community Resources (KCR) provided a presentation which included Our Locations, Our Divisions-Housing & Community Services, Early Learning & Family Services, and Employment & Training, Other Programs We Officer-Christmas Angel, Our Impact in the Community During 2025, and 2025 KCR Impact in South Kitsap, Strategic Planning.

Additional discussion was held which included recruitment for their board, navigator program, community redevelopment money, and public engagement.

At 8:11 p.m., Mayor Putaansuu recessed the meeting for a 5-minute break.

At 8:16 p.m., Mayor Putaansuu reconvened the meeting back into session.

9. PUBLIC HEARING

A. Public Hearing on a Petition from Kitsap County to Vacate City Rights-of-way

At 8:16 p.m., Councilmembers Diener and Worden recused themselves from the public hearing and following Business Item 'Adoption of an Ordinance Vacating City Rights-of-Way'.

Mayor Putaansuu opened the public hearing at 8:22 p.m.

City Clerk Wallace mentioned staff received one written objection from John Lackey and it was circulated to the Mayor and Council earlier in the afternoon.

Oran Root, Kitsap County Commissioner for District 2, spoke in support of the vacation.

John Lackey voiced concerns with the vacation and urged Council to postpone their decision.

Fred Chang voiced concerns with the vacation appraisal and asked that the City receives full compensation that matches the appraisal.

Mayor Putaansuu closed the public hearing at 8:33 p.m.

10. BUSINESS ITEMS

A. Adoption of an Ordinance Vacating City Rights-of-Way

Mayor Putaansuu said due to the letter they received and public testimony, he recommends postponing action on this item to the next Council meeting so staff can research and evaluate the materials received.

In response to Mayor Putaansuu, City Attorney Archer said this can be done by consensus [no motion needed].

Councilmembers Diener and Worden returned to the meeting at 8:36 p.m.

Consensus was reached by Councilmembers Dedman, Morrissey, Rosapepe, Trenary and Fenton.

B. Adoption of a Resolution Approving Purchase of Furnishings for the Downtown Beautification Project

Moved by Heidi Fenton; seconded by Jay Rosapepe to Approve the Resolution providing City Council approval of the purchase of picnic tables and benches for the Downtown Beautification Project in the amount of \$42,244.45.

Motion Carried: 7- 0

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Eric Worden, Heidi Fenton, John Morrissey, Shirah Dedman

Voting Against: None

C. Approval of Utility Relocation Agreement No. 9 with Kiewit Infrastructure West Co. for Design and Construction of City Water Utility Relocation – Gorst Vicinity Fish Barrier Removal Project

Moved by Scott Diener; seconded by Mark Trenary to Authorize the Mayor to execute Utility Relocation Agreement No. 9 with Kiewit Infrastructure West Co. for the relocation of City water facilities associated with the Gorst Vicinity Fish Barrier Removal Project, in the amount of \$85,000 for design and \$515,000 for construction, for a total authorized amount of \$600,000.

Motion Carried: 7- 0

Voting For: Mark Trenary, Jay Rosapepe, Scott Diener, Eric Worden, Heidi Fenton, John Morrissey, Shirah Dedman

Voting Against: None

11. DISCUSSION ITEMS

There were no discussion items.

12. REPORTS OF COUNCIL COMMITTEES

A. Council Advisory Committees

Councilmember Trenary reported on the March 17th Finance Committee meeting.

Councilmember Rosapepe reported on the March 18th Land Use Committee meeting. He also reported on the March 22nd Ad-hoc committee meeting.

13. REPORT OF MAYOR

No report of the Mayor was held.

14. REPORT OF DEPARTMENT HEADS

Public Works Director Ryan reported on the Givens Park Master Plan kickoff.

Community Development Director Bond reported on vandalized public notice signs.

City Attorney Archer reported on training she provided for roles and responsibilities for elected officials.

Chief of Police Brown reported on Deputy Chief Brandon graduating from the FBI National Academy.

City Clerk Wallace reported on Coffee with Council attendance, and in response to Councilmember Morrissey, she will be contacting organizations who have asked about reopening lodging tax funds.

15. CITIZEN COMMENTS

There were no citizen comments.

16. GOOD OF THE ORDER

Councilmember Dedman said after listening to the earlier citizen comments, she is wondering what City Council can do. She would like the Council to have a look at the building inspection contracts and see if they still make sense and if the contractors are meeting the requirements.

Councilmember Rosapepe spoke about the \$3.5 million federal award for the Bay Street reconstruction, asked if another Councilmember would like to attend the McCormick Woods Coffee with the HOA as Councilmember Worden will not be attending, and lastly, said there is a rally scheduled for this coming Saturday in Port Orchard.

Councilmember Morrissey congratulated the rotary group on the money raised during their annual crab feed.

Councilmember Diener apologized for not attending the last Council meeting as he was attending another meeting. He also urged Council to watch the town hall meeting discussion video and place themselves in the perspective of their constituents.

Councilmember Worden also encouraged Council to watch the town hall meeting discussion video and spoke positively about the Ad-hoc meeting with him and Councilmember Rosapepe. Lastly, he said he had a really good meeting with Angela, Deputy Director of Community Development.

A brief discussion was held regarding the downtown revitalization grant ordinance, contract, and application.

17. EXECUTIVE SESSION

Executive session was held earlier.

18. ADJOURNMENT

The meeting adjourned at 9:12 p.m. No other action was taken.

Brandy Wallace, MMC, City Clerk

Robert Putaansuu, Mayor



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

Agenda Staff Report

Business Items: 7.A. Adoption of an Ordinance Vacating City Rights-of-Way (Wallace)
Meeting Date: April 14, 2026
Presenter: Brandy Wallace, City Clerk

Summary and Background:

On December 17, 2025, the City received petition materials to vacate City rights-of-way from Kitsap County ("Petitioner"), along with Steve Tyner of KMT, LLC. The purpose of the vacations are for the construction of new surface parking lots to serve a future courthouse expansion and remodel project. The project is phased and the first phase includes the construction of these parking lots, subject to all necessary permits.

The petitioners, together, own more than two thirds of the abutting property, as required by RCW 35.79.010 and POMC 12.08.010.

The requested areas are grouped in Sections, described as follows:

- 1) a portion of an alley off of Taylor Street near Sidney Avenue (Section 2);
 - a. Approximately 2,450 square feet
- 2) most of Austin Avenue from Taylor Street and Smith Street (Section 8)
 - a. Approximately 8,434 square feet
- 3) most of an alley off of Austin Avenue from Taylor Street and Smith Street (Sections 6 and 7)
 - a. Approximately 8,434 square feet
- 4) a portion of an alley off Division Street near Sidney Avenue (Section 3);
 - a. Approximately 3,054 square feet
- 5) most of an alley from Smith Street to Taylor Street (Section 9);
 - a. Approximately 1,540 square feet
- 6) a portion of Sweany Street off of Sidney Avenue (Section 4);
 - a. Approximately 4,667 square feet
- 7) most of an alley from Cline Street to Austin Avenue (Section 10);
 - a. Approximately 3,897 square feet
- 8) a portion of an alley off of Sweany Street and Sidney Avenue (Section 5); and
 - a. Approximately 4,667 square feet
- 9) a portion of an alley off of Cline Avenue near Taylor Street (Section 1).
 - a. Approximately 1,498 square feet

The rights of way and alleys proposed for vacation total approximately 38,641 square feet.

Pursuant to POMC Section 12.08, on March 24, 2026, the City held a public hearing to take testimony on whether the City Council should vacate City Right-of-Way (ROW). During that public hearing, testimony was received from a property owner with property adjacent to the proposed vacation objecting to the vacation. To confirm, all existing easements / property rights pertaining to utility access will not be impacted by this proposed vacation, per POMC 12.08.050(3) ("No vested rights shall be affected" by the vacation). Additionally, the ordinance grants an easement for all public and private utilities located within the vacated area, including for ingress and egress.

POMC 12.08.017 and POMC 12.08.050 authorizes the City to obtain an appraisal of the area proposed for vacation to assist the City Council in evaluating proposed adequate compensation for proposed vacations. Compensation can include an in-lieu transfer of real property, as well as other contributions of a monetary value. Following an appraisal, Kitsap County provided a statement of proposed compensation for the areas to be vacated, including the payment to the City of \$30,000, the transfer of Veterans Park (48-acres of real property located within the City), and dedicated public parking on the County's Campus for special event parking (where an event is sponsored or promoted by the City). A copy of Kitsap County's proposal to compensate the City is included in the packet for tonight's meeting, referenced in the draft Ordinance, and cannot be acted upon until after the public hearing and associated action by the City Council, if any. As set out in the Ordinance, if approved, the monetary compensation would be paid prior to recording of the Ordinance, with the non-monetary compensation set out in an Agreement, in a form acceptable to the City Attorney.

Upon payment of the compensation, the property within the vacation limits so vacated "shall belong to the abutting owners, one-half to each." POMC 12.08.050(3). Kitsap County owns most of the abutting property. For the portion of vacated area abutting property not owned by Kitsap County, the private property owner will receive title to 1/2 of the portion abutting their property (up to the mid-line of the vacated right of way).

Lastly, consistent with the requirements of POMC Chapter 12.08, Staff has determined the following with regards to the proposed street vacation:
The area sought to be vacated was part of the incorporation of the Town of Sidney in 1890. The City Engineer has reviewed the street vacation petition and has indicated the following:
The area sought to be vacated is not needed for public travel now or in the foreseeable future. The functionality of the area sought to be vacated for public purposes is nonexistent. The vacation of the area would not adversely affect any City utilities, such as water, sewer, or storm, provided there will be an easement required from the County to providing access to the City's existing utilities in the area.
The City has not included any projects within the proposed vacation area as part of its six-year road plan, nor has the City any scheduled capital facilities projects on this property.

The Community Development Director stated the following:
Vacation of the proposed area does not create potential or actual land uses that are

inconsistent with City growth plans and goals. This area has not been identified in the City's Comprehensive Plan.

Relationship to Comprehensive Plan: N/A

Recommendation: Based on the report provided to the Council, staff recommends approving the street vacation petition by Kitsap County, as presented.

Motion for Consideration: I move to adopt an Ordinance Vacating the Rights-of-Way, as presented.

Has item been presented to Committee/Work Study? Yes

If so, which one: Land Use

Fiscal Impact: Pursuant to the Council's action, the City would receive an amount not to exceed the fair market value of the area to be vacated.

Alternatives: Deny the street vacation and provide alternative guidance.

Attachments:

- 1. County_Campus_Vacate_Peition
- 2. County_Campus_Vacate_Lega_Description_Exhibit_A
- 3. County_Campus_Vacate_Maps_Exhibit_B
- 4. Draft_ORD_Kitsap_County_campus_Street_vacation
- 5. 2025_11_13_PO_Letter_ROW_Vacations_Agreement



City of Port Orchard
 City Clerk's Office
 216 Prospect Street, Port Orchard, WA 98366
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 www.cityofportorchard.us



PETITION TO VACATE CITY RIGHT-OF-WAY APPLICATION

(POMC 12.08 / Resolution No. 030-17)

This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.

Property Owner's Name(s): Kitsap County

Mailing Address: 614 Division Street, MS-4, Port Orchard WA 98366
Street City State Zip

Contact Information: Torie Brazitis VBrazitis@kitsap.gov
Phone Email

Address of Requested Vacation: Various Rights of Way (See Exhibits A & B)
Street or nearest cross street

Parcel Number of Requested Vacation: N/A (Rights of Way)

1. The undersigned, owner of real property abutting upon that public street/alley described below, does hereby petition the City of Port Orchard to vacate said street/alley, described as follows (you may attach a separate sheet containing the legal description):

Legal description of the requested right-of-way prepared by a licensed surveyor:

Described in Exhibit A and Depicted in Exhibit B

all situated in the City of Port Orchard, County of Kitsap, State of Washington; declares that this petition is supported by the signatures of the owners of more than two-thirds of the real property abutting the requested vacation area; and requests that said City Council by Resolution fix a time and place when this petition shall be heard and determined by that authority, which time shall not be more than sixty (60) days nor less than twenty (20) days after passage of such Resolution (RCW 35.79.010)

2. State the proposed use of the vacated right-of-way: The requested rights of way are needed for the Kitsap County Courthouse Expansion Project, which will include County facilities and parking lots for the public and employees.

3. Provide a map of the proposed right-of-way area to be vacated with the following information:
 - a. Approximate width of the area to be vacated
 - b. Approximate length of the area to be vacated
 - c. Approximate total square footage of the area to be vacated

I/We declare under penalty of perjury under the laws of the State of Washington that the foregoing information and attached documentation is true and correct, and that I/We are the true and correct owner(s) of real property abutting the requested vacation of City right-of-way.



Signature of Applicant

12-17-2015

Date

Signature of Applicant

Date

When submitting this application, please make sure the following requirements are completed and documents are submitted:

- Support for Vacation of City Right-of-Way Petition form(s) signed by the owners of real property abutting upon the part of the street or alley sought to be vacated (these owners must, along with the Petitioner, constitute the owners of at least two-thirds of the real property abutting such area);
- New legal description to include the requested right-of-way;
- Documentation supporting the fair market value of the street or alley sought to be vacated, if applicable;
- Documentation supporting the application of the Non-User Statute, if applicable;
- Dimensions of area proposed to be vacated;
- Map of the proposed right-of-way to be vacated outlined or highlighted;
- Application processing fee of \$120; and
- \$500 appraisal fee refundable deposit (Petitioner shall pay the actual cost of the appraisal, upon Council approval).

FOR CITY CLERK'S OFFICE USE ONLY

\$120 Vacation Fee Received Yes No Receipt No.: _____

\$500 Vacation Appraisal Fee (Refundable Deposit) Received Yes No Receipt No.: _____

Support for Vacation Petition By Abutting Property Owners form(s) Received Yes No

Public Hearing Date: _____

Notices Posted by: _____ Date of Noticing: _____

Approved by the City Council Yes No



City of Port Orchard
 City Clerk's Office
 216 Prospect Street, Port Orchard, WA 98366
 (360) 876-4407 • FAX (360) 895-9029 • cityhall@cityofportorchard.us
 www.cityofportorchard.us

**SUPPORT FOR VACATION OF RIGHT-OF-WAY
 PETITION BY ABUTTING PROPERTY OWNERS**

This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.

Property Owner Seeking Vacation (Petitioner): Torie Brazitis, Kitsap County Administrator
 First and Last Name

Contact Information: (360) 337-4403 VBrazitis@kitsap.gov
 Phone Email

Street or Nearest Cross Street of Requested Vacation: Various rights of way (see Exhibits A & B)

Parcel Number of Requested Vacation: N/A (Rights of Way)

Signatures of owners of real property abutting requested vacation of right-of-way area (Note: all persons who have an ownership interest **must sign** this document. This includes co-owner(s) and/or spouses, or corporate officers authorized by the corporation.

By signing, I/We declare under penalty of perjury under the laws of the State of Washington that:

- I/We are the true and correct owner(s) of real property abutting the street or alley sought to be vacated.
- I/We understand that I/We may see an increase on my/our tax assessment if this vacation of right-of-way petition is approved.
- I/We understand I/We may be required to pay for a portion of the vacated right-of-way.

Torie Brazitis
 First and Last Name (Printed) of Property Owner/Corporate Officer
 Managing Member No. 1

Kitsap County
 Name of Corporation (if applicable)

[Signature]
 (Signature and/or Title)

 First and Last Name (Printed) of Property Owner/Corporate Officer
 Managing Member No. 2

 Name of Corporation (if applicable)

 (Signature and/or Title)

Property Address _____ Tax Parcel Number _____
 Mailing Address: 614 Division Street, MS-4, Port Orchard WA 98366
 Street City State Zip
 Contact Information: (360) 337-4403 VBrazitis@kitsap.gov
 Phone Email



SUPPORT FOR VACATION OF RIGHT-OF-WAY PETITION BY ABUTTING PROPERTY OWNERS

This document is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.

Property Owner Seeking Vacation (Petitioner): Torie Brazitis, Kitsap County Administrator
First and Last Name

Contact Information: (360) 337-4403 VBrazitis@kitsap.gov
Phone Email

Street or Nearest Cross Street of Requested Vacation: Various rights of way (see Exhibits A & B)


Parcel Number of Requested Vacation: N/A (Rights of Way adjacent to Tax Parcel Nos. 4059-007-021-0101 & 4059-007-018-0106)
Section 10

Signatures of owners of real property abutting requested vacation of right-of-way area (Note: all persons who have an ownership interest **must sign** this document. This includes co-owner(s) and/or spouses, or corporate officers authorized by the corporation.

By signing, I/We declare under penalty of perjury under the laws of the State of Washington that:

- I/We are the true and correct owner(s) of real property abutting the street or alley sought to be vacated.
- I/We understand that I/We may see an increase on my/our tax assessment if this vacation of right-of-way petition is approved.
- I/We understand I/We may be required to pay for a portion of the vacated right-of-way.

Steve Tyner KMT LLC
 First and Last Name (Printed) of Property Owner/Corporate Officer Name of Corporation (if applicable)
 Managing Member No. 1


 (Signature and/or Title) President

 First and Last Name (Printed) of Property Owner/Corporate Officer Name of Corporation (if applicable)
 Managing Member No. 2

 (Signature and/or Title)

Property Address _____ Tax Parcel Number _____
 Mailing Address: 1412 NE Paulson Road, Poulsbo WA 98370
 Street City State Zip
 Contact Information: (360) 710-8130 stevetyner1@gmail.com
 Phone Email

EXHIBIT "A"
ROAD VACATION

ALL THOSE PORTIONS OF STREETS, AVENUES, AND ALLEYS LYING WITHIN THE PLAT OF "SWEANY'S ADDITION TO SIDNEY", RECORDED IN KITSAP COUNTY AUDITOR'S OFFICE VOLUME 1, PAGE 55 OF PLATS, LYING WITHIN SECTION 26, TOWNSHIP 24 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORT ORCHARD, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF ALLEY WAY ADJOINING LOTS 1 THROUGH 3, AND LOTS 10 THROUGH 12 OF BLOCK 4 (SECTION 1);

TOGETHER WITH,
THAT PORTION OF ALLEY WAY ADJOINING LOTS 2 THROUGH 9 OF BLOCK 3 (SECTION 2);

ALSO,
THAT PORTION OF ALLEY WAY ADJOINING LOTS 1 THROUGH 10 OF BLOCK 2 (SECTION 3);

ALSO,
THAT PORTION OF SWEANY STREET ADJOINING LOT 6 OF BLOCK 2 AND LOT 10 OF BLOCK 3, EXTENDING TO THE WESTERN MARGIN OF ALLEY WAY WITHIN RESPECTIVE BLOCKS (SECTION 4 AND 5);

ALSO,
ALL THAT PORTION OF AUSTIN STREET BETWEEN BLOCKS 7 AND 8 (SECTION 6, 7, AND 8);

ALSO,
THAT PORTION OF ALLEY WAY ADJOINING LOTS 1 THROUGH 20 OF BLOCK 8 (SECTION 9);

ALSO,
THAT PORTION OF ALLEY WAY ADJOINING LOTS 1 THROUGH 24 OF BLOCK 7 (SECTION 10);



Original signature with blue ink



Kitsap County Department of Public Works
614 Division Street, MS-26, Port Orchard, WA 98366



EXHIBIT "B"

VICINITY MAP



SEE SHEETS 2 AND 3 OF 3
SHEETS FOR DETAILED VIEW

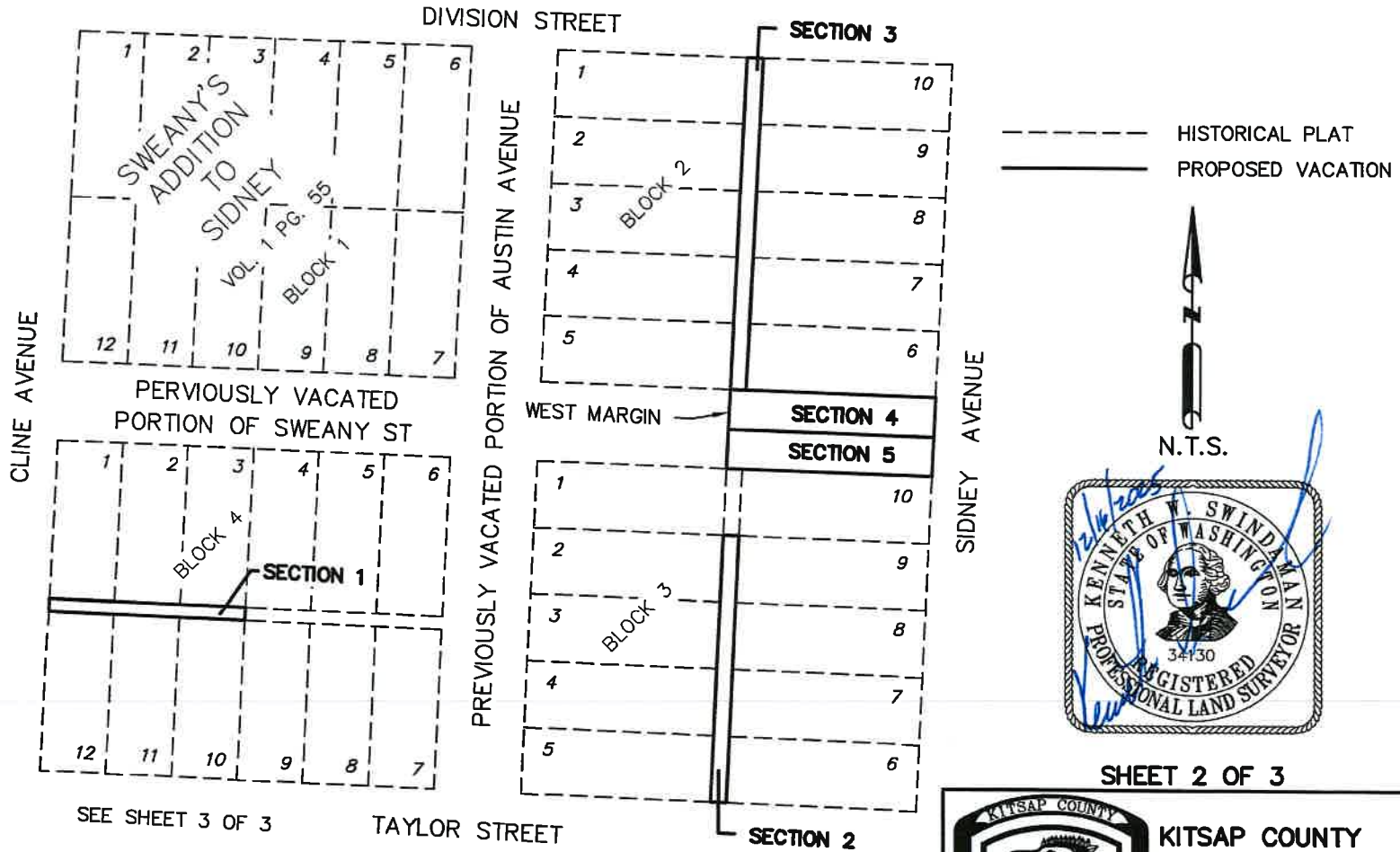
SHEET 1 OF 3



KITSAP COUNTY
DEPT. OF PUBLIC WORKS
614 DIVISION STREET MS-28
PORT ORCHARD, WA 98366
TEL: (360) 337-5777

EXHIBIT "B"

PROPOSED VACATION DETAIL



SEE SHEET 3 OF 3

TAYLOR STREET

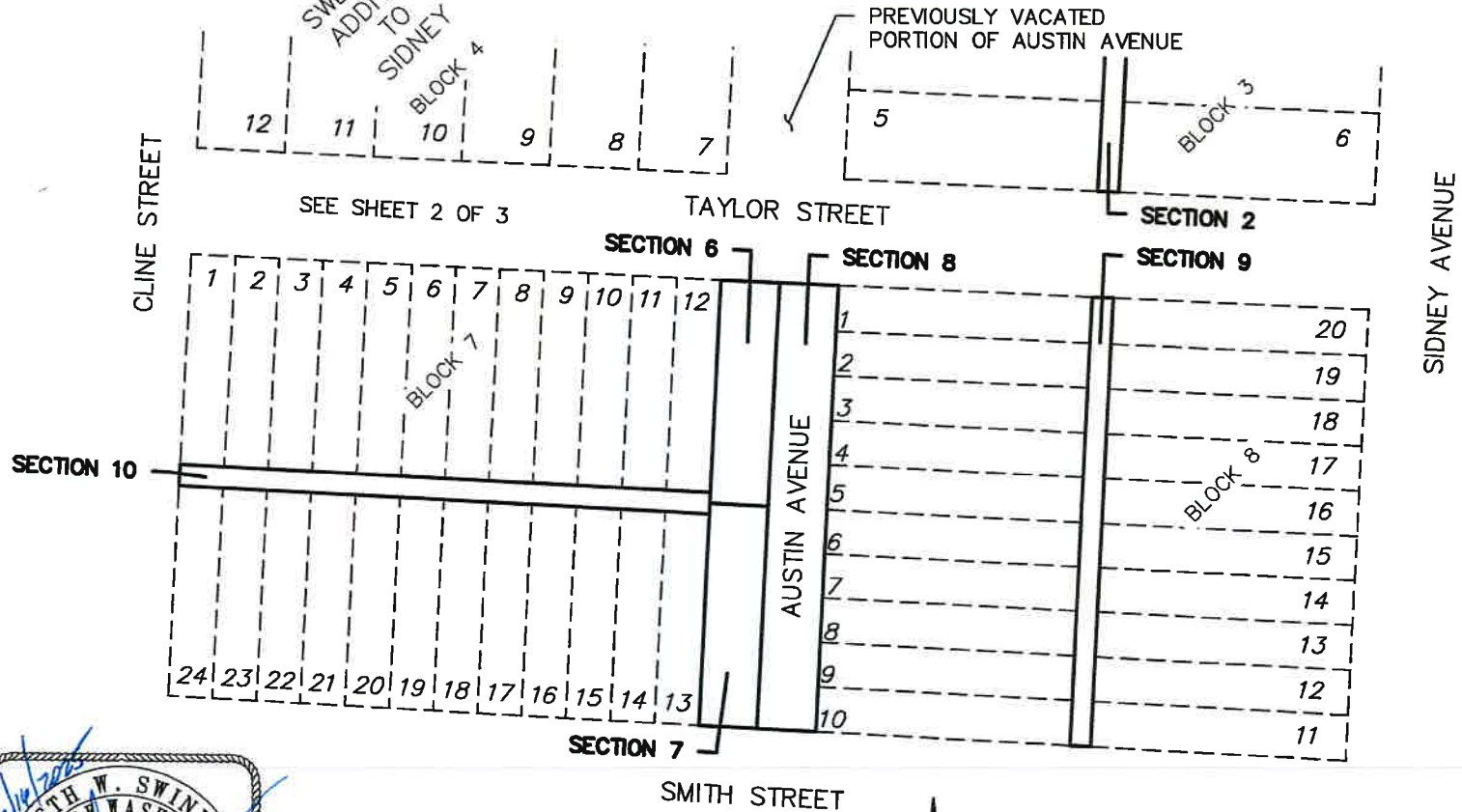


KITSAP COUNTY
DEPT. OF PUBLIC WORKS
614 DIVISION STREET MS-26
PORT ORCHARD, WA 98366
TEL: (360) 337-5777

SHEET 2 OF 3

EXHIBIT "B"

PROPOSED VACATION DETAIL



----- HISTORICAL PLAT
 _____ PROPOSED VACATION



N.T.S.

SHEET 3 OF 3



KITSAP COUNTY
DEPT. OF PUBLIC WORKS
 614 DIVISION STREET MS-26
 PORT ORCHARD, WA 98366
 TEL: (360) 337-5777

ORDINANCE NO. _____-26

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, VACATING CITY RIGHTS-OF-WAY, A PORTION OF AN ALLEY OFF OF TAYLOR STREET NEAR SIDNEY AVENUE; MOST OF AUSTIN AVENUE FROM TAYLOR STREET AND SMITH STREET; A PORTION OF AN ALLEY OFF DIVISION STREET NEAR SIDNEY AVENUE; MOST OF AN ALLEY FROM SMITH STREET TO TAYLOR STREET; A PORTION OF SWEANY STREET OFF OF SIDNEY AVENUE; MOST OF AN ALLEY FROM CLINE STREET TO AUSTIN AVENUE; MOST OF AN ALLEY OFF OF AUSTIN AVENUE FROM TAYLOR STREET AND SMITH STREET; A PORTION OF AN ALLEY OFF OF SWEANY STREET AND SIDNEY AVENUE; AND A PORTION OF AN ALLEY OFF OF CLINE AVENUE NEAR TAYLOR STREET; AND RESERVATION OF UTILITY EASEMENT WITHIN ALL VACATED RIGHT OF WAY, IN PORT ORCHARD, WASHINGTON; ESTABLISHING THE CONDITIONS OF SUCH VACATION; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, Kitsap County and Steve Tyner of KMT LLC, owners of the adjacent properties, submitted petitions to vacate City rights-of-way (ROW) (“Petitioners”); and

WHEREAS, the petitions are to vacate unopened portions of allies and streets as described below:

- 1) a portion of an alley off of Taylor Street near Sidney Avenue (Section 2);
 - a. Approximately 2,450 square feet
- 2) most of Austin Avenue from Taylor Street and Smith Street (Section 8)
 - a. Approximately 8,434 square feet
- 3) most of an alley off of Austin Avenue from Taylor Street and Smith Street (Sections 6 and 7)
 - a. Approximately 8,434 square feet
- 4) a portion of an alley off Division Street near Sidney Avenue (Section 3);
 - a. Approximately 3,054 square feet
- 5) most of an alley from Smith Street to Taylor Street (Section 9);
 - a. Approximately 1,540 square feet
- 6) a portion of Sweany Street off of Sidney Avenue (Section 4);
 - a. Approximately 4,667 square feet
- 7) most of an alley from Cline Street to Austin Avenue (Section 10);
 - a. Approximately 3,897 square feet
- 8) a portion of an alley off of Sweany Street and Sidney Avenue (Section 5); and
 - a. Approximately 4,667 square feet
- 9) a portion of an alley off of Cline Avenue near Taylor Street (Section 1).
 - a. Approximately 1,498 square feet; **and**

WHEREAS, the total proposed area for vacation is approximately 38,641 square feet, legally described as follows and depicted in the survey contained in Exhibit A & B hereto:

ALL THOSE PORTIONS OF STREETS, AVENUES, AND ALLEYS LYING WITHIN THE PLAT OF "SWEANY'S ADDITION TO SIDNEY", RECORDED IN KITSAP COUNTY AUDITOR'S OFFICE VOLUME 1, PAGE 55 OF PLATS, LYING WITHIN SECTION 26, TOWNSHIP 24 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORT ORCHARD, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF ALLEY WAY ADJOINING LOTS 1 THROUGH 3, AND LOTS 10 THROUGH 12 OF BLOCK 4 (SECTION 1);

TOGETHER WITH,
THAT PORTION OF ALLEY WAY ADJOINING LOTS 2 THROUGH 9 OF BLOCK 3 {SECTION 2};

ALSO,
THAT PORTION OF ALLEY WAY ADJOINING LOTS 1 THROUGH 10 OF BLOCK 2 (SECTION 3);

ALSO,
THAT PORTION OF SWEANY STREET ADJOINING LOT 6 OF BLOCK 2 AND LOT 10 OF BLOCK 3, EXTENDING TO THE WESTERN MARGIN OF ALLEY WAY WITHIN RESPECTIVE BLOCKS (SECTION 4 AND 5);

ALSO,
ALL THAT PORTION OF AUSTIN STREET BETWEEN BLOCKS 7 AND 8 (SECTION 6, 7, AND 8);

ALSO,
THAT PORTION OF ALLEY WAY ADJOINING LOTS 1 THROUGH 20 OF BLOCK 8 {SECTION 9};

ALSO,
THAT PORTION OF ALLEY WAY ADJOINING LOTS 1 THROUGH 24 OF BLOCK 7 {SECTION 10};

WHEREAS, the Petitioner sought signatures to join the petition by adjoining property owners, which collectively represent the owners of more than two thirds of the abutting property, and all have signed and are in support of the petition; and

WHEREAS, on February 24, 2026, the City Council adopted Resolution No. 019-26, fixing March 24, 2026, as the date for a public hearing on the street vacation petition, which is not more than 60 days or less than 20 days after passage of the Resolution (POMC Section 12.08.010(3) and RCW 35.79); and

WHEREAS, the City Clerk provided public notice of the pending street vacation petition and public hearing thereon as required by law (POMC Section 12.08.020(1) and RCW 35.79); and

WHEREAS, staff reviewed the petition and, in light of the provisions of POMC chapter 12.08.060, determined this proposed street vacation is not subject to the 1889-1890 Laws of Washington, Chapter 19, Section 32 (the nonuser statute) as it was part of the original creation of the City boundaries in 1890; and

WHEREAS, the City Council held a public hearing on March 24, 2026, on the proposed street vacation; now, therefore,

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

Section 1. Non-user Statute. Under POMC Section 12.08.060(5), staff has determined the area proposed for vacation has not been vacated by lapse of time under the non-user statute.

Section 2. Public Notice. The City Council finds that the City Clerk provided at least 20 days' and not more than 60 days' notice of the public hearing on this street vacation petition, as required by POMC Section 12.08.020 and RCW 35.79, including notice being posted on the street or alley sought to be vacated.

Section 3. Staff Report. Staff has prepared a report and recommendation on the proposed vacation, which is dated March 24, 2026. A copy of this report was available to the public prior to the public hearing in the Agenda Packet for the March 24, 2026 City Council regular meeting.

Section 4. Public Hearing. The public hearing was held on the petition for street vacation on March 24, 2026.

Section 5. Testimony at Public Hearing. The Public Hearing was held testimony by the public on this street vacation was submitted for consideration.

Section 6. City Council Findings. After hearing the testimony of the public, if any, and considering the staff report and all other relevant facts, the City Council finds as follows:

- a. The area sought to be vacated was the original incorporated of the Town of Sidney, in 1890.
- b. The area sought to be vacated is not needed for public travel now or in the foreseeable future.
- c. The functionality of the area sought to be vacated for public purposes is nonexistent.
- d. The vacation of the area would not adversely affect any City utilities, such as water, sewer, or storm. However, a utility easement between the City and Kitsap County will be required for the City to access the underground utilities.
- e. The City has not included any projects within the proposed vacation area as part of its six-year road plan, nor has the City any scheduled capital facilities projects on this property.
- f. Vacation of the proposed area does not create potential or actual land uses that are inconsistent with City growth plans and goals. This area has not been identified in the City's Comprehensive Plan.

Section 7. City Council Conclusions. The City Council has determined that the area proposed for vacation may be vacated and hereby approves the street vacation petition. Per POMC Section 12.08.050, the real property within the limits so vacated shall belong to the abutting owners in fee, one-half to each. No existing vested rights shall be affected by the approval of this petition and the associated vacation.

Section 8. Compensation. Pursuant to Port Orchard Municipal Code 12.08.050, the approval of a street vacation is contingent on the payment of compensation in an amount that does not exceed the full appraised value of the area vacated. Compensation may include in-lieu transfers of real property. The Petitioner shall compensate the City with: (1) transfer of Kitsap County Tax Parcel No. 252401-4-002-2008 (commonly known as "Veteran's Park"); (2) free public access to a County parking lot, on terms and conditions; and (3) \$30,000. Monetary compensation shall be paid to the City prior to the recording of this Ordinance. The payment terms for the non-monetary compensation shall be memorialized in an agreement, in a form acceptable to the City Attorney. The Mayor is authorized to execute the agreement without further action by this Council. This Ordinance shall not be recorded until the agreement is mutually executed.

Section 9. Recording. A certified copy of this Ordinance vacating the proposed area shall be recorded by the City Clerk with the Kitsap County Auditor's office, as required by RCW 35.79.030, upon receipt by the City of compensation set out in Section 8 of this Ordinance.

Section 10. Reservation of Easement. As a condition of this vacation, a public utility easement is retained over, under, across and through the vacated land for the construction, repair, maintenance, and operation of public and private utilities, and for ingress and egress to the easement area at any and all times for such utility purposes. The Mayor is authorized to execute any documents consistent with this reservation.

Section 11. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 12. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 13. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 14th day of April 2026.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte Archer, City Attorney

PUBLISHED:

EFFECTIVE DATE:



Victoria Brazitis
County Administrator

KITSAP COUNTY BOARD OF COMMISSIONERS

Accessible, efficient, effective, and responsive county services

November 13, 2025

Mayor Rob Putaansuu
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366

RE: Kitsap County Courthouse Project - ROW Vacations for Phase 0A and 0B

Dear Mayor Putaansuu:

Commissioner Root and I appreciated the collaborative efforts at our meeting on October 24, 2025 with Councilmembers Morrissey and Trenary and yourself, as well as various County Courthouse elected officials. We trust that working through solutions for this Courthouse Project ROW will serve as a promising foundation for moving forward amiably on the rest of the Project as well as other intergovernmental efforts.

As discussed at that meeting and in recent correspondence, the County presents the following agreement points relative to City ROW within the Project site:

City of Port Orchard Commitment:

1. The City will initiate and complete the vacation of all necessary rights-of-way (ROW) for Kitsap County to complete Courthouse Phase 0 (including Phases 0A and 0B), for the mutual benefit of the City, the County, and the public. The City will ensure that all required areas identified in the attached map and legal descriptions are included in the vacation process.

Kitsap County Commitment:

1. Veterans Park Transfer: The County agrees to transfer to the City of Port Orchard the 48-acre Veterans Park (Park) at a date of the City's choosing but no later December 31, 2035. The parties recognize that the Park is wholly surrounded within the City of Port Orchard, is a fully developed park with six baseball fields, restrooms, a walking trail with a display of historic military equipment and a creek, is uniquely located next to South Kitsap High School on a major transportation corridor and has thus been historically used by City residents. Acquisition by the City will allow the City to control the use and improvements to the Park in ways that will align with the vision and goals of the City for its residents, including its use in the future for events, programs, and development of other amenities that the City may want. In recognition of the importance of this asset to the City, the County agrees to maintain the Park in its current condition until the transfer is complete.
2. Parking:
 - a. As a sign of its appreciation for the community's support of the campus, the County will provide public access to the County's new surface parking lot, free of charge, for up to six days per calendar year for special events sponsored or promoted by the City.
 - o To ensure County operations are uninterrupted, special event parking lot use will not overlap with regular County operating hours or require spaces needed for County evening and/or weekend operations (such as the Jail).

- o The City must provide the County with an annual schedule of requested event dates no later than January 31 each year, or at least ninety (90) days prior to any event date not included in the annual schedule.
 - o The City has committed to the County that event holders will be responsible for ensuring that all vehicles are removed from the lot by midnight following each event to avoid conflict with regular County business.
- b. Once County parking needs are met for all operations, functions, and shifts at Campus facilities, members of the public, including City residents, will have 24-hr paid parking access to the remaining available spaces.
 - c. To operate the parking lot, known as Phase 0 of the Kitsap County Courthouse Project, the County plans to contract with a parking management service. In its negotiations for this contract, Kitsap County will evaluate whether weekend parking can be offered at rates lower than those charged during weekdays without impact to County operations or its finances. Should these terms not be achievable, the County will report to the City why that could not be obtained and provide any solutions that would enable it in the future.
3. Cash: The County will pay the City a one-time sum of \$30,000 as additional consideration for the City's fees and administrative costs related to the ROW vacation, as well as the public benefit, value, and past improvements associated with the vacated ROW.

If this is agreeable in principle by the City, please sign and return this letter. We will then proceed with drafting a more formal agreement that can be signed by both parties.

Sincerely,

Victoria "Torie" Brazitis
County Administrator

Cc: Board of County Commissioners

Attachments: Map and legal description of ROW for Phase 0A and 0B

Dated: _____
Approval recognized by

Mayor Rob Putaansuu



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

Agenda Staff Report

Business Items: 7.B. Adopting an Ordinance amending the Official Zoning Map of the City of Port Orchard reclassifying property located at 4385 Sidney Road SW (LU25-Rezone-02), from Commercial Corridor to Commercial Mixed Use (Bond)

Meeting Date: April 14, 2026

Presenter: Nick Bond, Community Development Director

Summary and Background:

In 2025, the City received an application for a site-specific rezone of 6.9 acres from Commercial Corridor (CC) to Commercial Mixed-Use for two adjoining parcels located at 4385 Sidney Road SW in the City of Port Orchard. Pursuant to Port Orchard Municipal Code 20.40.040 and Chapter 20.24, the application was routed to the Hearing Examiner to hold a noticed public hearing on proposed site-specific rezones and make a recommendation to the city council as to whether the proposed rezone meets the criteria in POMC § 20.42.030. On January 28, 2026, the City's Hearing Examiner held an open record public hearing on the Sidney Rd Investments Storage Facility Rezone (LU25-REZONE-02). Notice for the public hearing was provided consistent with POMC 20.40 and 20.24. At this hearing, staff presented a staff report to the Hearing Examiner. The Hearing Examiner's role was to determine whether the proposed rezone meets the criteria outlined in POMC 20.42.030, to issue related findings and conclusions of law, and to make a recommendation to the City Council.

At the March 24, 2026 City Council meeting, the City Council held a properly noticed closed-record hearing to consider the Hearing Examiner's Recommendation which was included in the City Council's packet along with the entirety of the Record considered by the Hearing Examiner. The public was notified of a closed record hearing on the Sidney Rd Investments Storage Facility Rezone as scheduled before the City Council on March 24, 2026. Only the parties, including the applicant and any member of the public who provided testimony at the public hearing held on January 28, 2026, were permitted to provide testimony at the Closed Record Hearing.

After holding the closed record hearing, considering all testimony, and deliberating, the City Council voted 6-1 to affirm the Hearing Examiner's Recommendation and to direct staff to prepare an ordinance amending the City's Zoning Map to rezone the parcels 4385 Sidney Road SW, from Commercial Corridor to Commercial Mixed Use. This ordinance was prepared in compliance with that direction. The zoning change is illustrated in Exhibit A to the adopting ordinance included in the packet.

Relationship to Comprehensive Plan: 2 - Land Use
3 - Housing
6 - Economic Development

Recommendation: Consistent with the direction from the City Council on March 24, 2026, staff prepared an Ordinance amending the Official Zoning Map of the City of Port Orchard reclassifying the property located at 4385 Sidney Road SW (LU25-Rezone-02), from Commercial Corridor to Commercial Mixed Use.

Motion for Consideration: I move to approve an Ordinance amending the Official Zoning Map of the City of Port Orchard, reclassifying the property located at 4385 Sidney Road SW, from Commercial Corridor to Commercial Mixed Use.

Has item been presented to Committee/Work Study? No
If so, which one: N/A

Fiscal Impact: N/A

Alternatives: Do not approve the Ordinance.

Attachments:

- 1. 02_-_Ord._No._XXX_-_Adopting_Site-Specific_Rezone__11221977.1_
- 2. Exhibit_A_-_2026_Zoning_April_14__2026

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF PORT ORCHARD; RECLASSIFYING THE PROPERTY PREVIOUSLY ADDRESSED AS 4385 SIDNEY ROAD SW (LU25-REZONE-02), IDENTIFIED AS ASSESSOR PARCEL NUMBERS 022301-3-116-2001 AND 022301-3-117-2000, FROM THE COMMERCIAL CORRIDOR TO COMMERCIAL MIXED-USE ZONING DESIGNATION; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Alan C. Keimig, on behalf of Sidney Road Investments, LLC (the “Applicant”), submitted an application for a site-specific rezone of approximately 6.79 acres from Commercial Corridor (CC) to Commercial Mixed-Use (CMU) for two parcels previously addressed as 4385 Sidney Road SW and identified as Assessor Parcel Numbers 022301-3-116-2001 and 022301-3-117-2000, in the City of Port Orchard (the “Property”); and,

WHEREAS, the Applicant submitted a complete application for reclassification of the Property from the zoning designation “Commercial Corridor” to “Commercial Mixed-Use”; and

WHEREAS, the property is designated Commercial in the City of Port Orchard Comprehensive Plan; and

WHEREAS, the request to reclassify the Property has been reviewed and processed pursuant to Port Orchard Municipal Code (“POMC”) Chapter 20.42, with notices of the rezone application provided in accordance with state and local requirements; and

WHEREAS, a SEPA Determination of Non-Significance was issued for the rezone application in accordance with Chapter 20.42 POMC; and

WHEREAS, the City of Port Orchard Hearing Examiner conducted an open-record hearing on January 28, 2026, and admitted exhibits into the record, including staff reports, and technical analyses; and

WHEREAS, no public comments were received prior to the open-record hearing in response to the Notice of Application, SEPA Determination, Notice of Public Hearing, and no testimony was provided at the open-record hearing; and

WHEREAS, the Hearing Examiner issued Findings of Fact, Conclusions of Law, and a Recommendation on February 11, 2026, recommending approval by the City Council of the requested rezone based on compliance with the criteria in POMC 20.42.030 and consistency with the Comprehensive Plan; and

WHEREAS, the City Council held a publicly noticed closed record public hearing consistent with the requirements of POMC 20.25 on March 24, 2026; and

WHEREAS, the City Council concurs with the Hearing Examiner’s Findings, Conclusions and Recommendation of the Hearing Examiner, and finds that the rezone application should be approved; now, therefore

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

SECTION 1. Rezone Findings. The City Council hereby adopts the Findings and Conclusions, and Recommendation to approve the rezone issued by the Hearing Examiner in Findings of Fact, Conclusions of Law and Recommendation to City Council (LU25-REZONE-02).

SECTION 2. Zone Reclassification. Pursuant to POMC 20.42.040, and consistent with Section 1 of this Ordinance, the City Council approves the rezone and amends the “Official Zoning Map of the City of Port Orchard” by changing the zone designation for the Property from “Commercial Corridor” to “Commercial Mixed-Use.” The revised zoning map reflecting this change is attached to this Ordinance as Exhibit A and incorporated herein by this reference.

SECTION 3. No Expiration. Pursuant to POMC 20.42.050(1)(b), it is the intent of the City Council that this approval shall not expire.

SECTION 4. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

SECTION 5. Effective Date. This ordinance shall be in full force and effect five (5) days after posting and publication as required by law. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State Law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 14th day of April, 2026.

Robert Putaansuu, Mayor

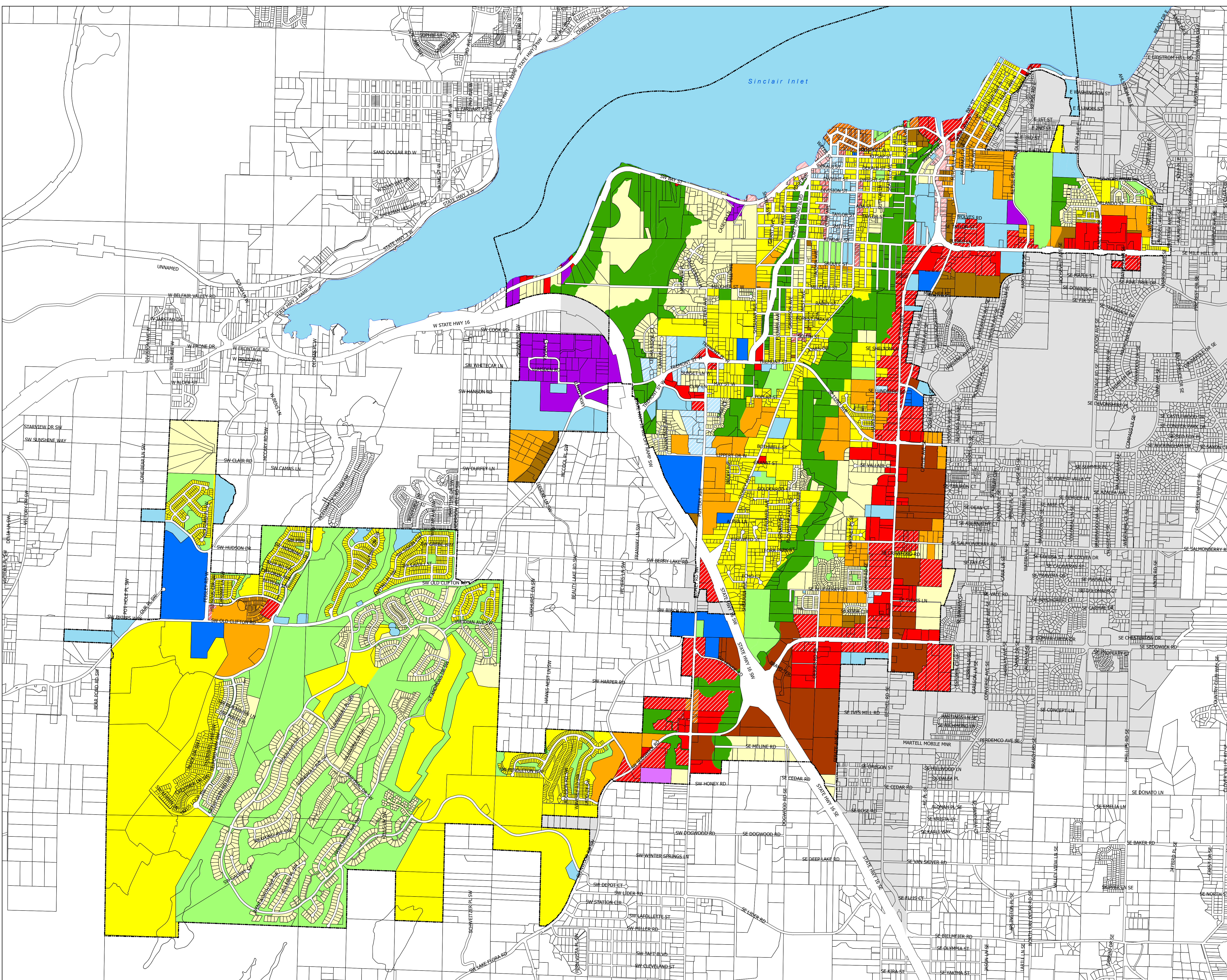
ATTEST:

Brandy Wallace, CMC, City Clerk

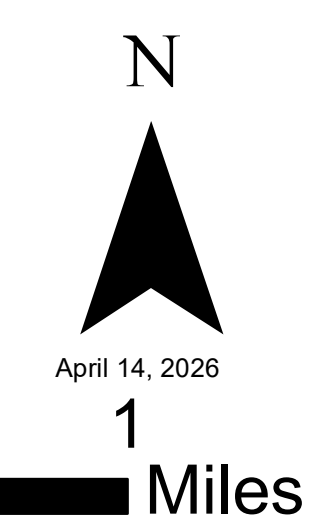
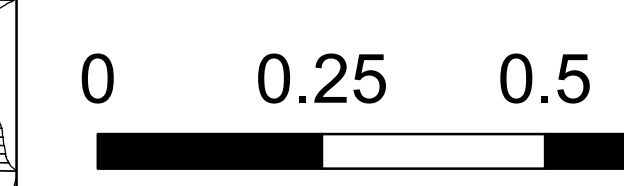
APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

City of Port Orchard 2026 Zoning Map



- City Limit
- Zoning Designation**
- BPMU
- CC
- CH
- CI
- CMU
- DMU
- GB
- GMU
- IF
- LI
- NMU
- PF
- PR
- R1
- R2
- R3
- R4
- Urban Growth Area**
- Port Orchard UGA





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

Agenda Staff Report

Business Items: 7.C. Adoption of an Ordinance creating the position of Compliance Program Manager and setting the salary for the position (Lund)

Meeting Date: April 14, 2026

Presenter: Debbie Lund, Human Resources Director

Summary and Background:

The City Council has the legislative authority over the creation of new positions and to set the general job duties and conditions. When appropriate, the Mayor and staff make recommendations for new positions that are identified to fill an operational need, or the elimination of positions that are unnecessary or redundant.

The City is currently undergoing an evaluation of the Community Development Department in order to identify methods for improvement of the delivery of services. The City of Port Orchard employs two part-time parking enforcement officers. In recent years, the positions have been supervised by the Community Development Director.

The Mayor recently took action to move the Parking Enforcement officers to the Public Works Department, to increase bandwidth for the Community Development Director to work on methodology for improvement of services. Simultaneous with this decision was a review of the position of Public Works Administrative Specialist, a position currently held by Melinda Lohre. During that review, it was identified that the Public Works Administrative Specialist duties had evolved since it was created and now include the performance of higher level tasks that were not anticipated at the time the position was created, including field work and collaboration with the surface and stormwater inspection staff. The review further identified a potential improvement for Public Works in the form of a supervisory role to assist the surface and stormwater inspection staff.

Additionally, many of the councilmembers may remember that Ms. Lohre held the position of Parking Enforcement Officer herself for 14 years before moving into an office position. With the move of parking enforcement to Public Works, Ms. Lohre is uniquely qualified to supervise the current parking enforcement officers.

Therefore, to better reflect the current responsibilities performed by the Public Works Administrative Specialist related to the City's surface and stormwater permits, and to create a supervisory position for the parking enforcement team, the position of Compliance Program

Manager is being proposed.

The Ordinance for consideration tonight would create the position of Compliance Program Manager, establishing the general duties and qualifications for the position and establish the pay range for the position. This salary range is based on an internal equity analysis of similarly situated positions.

The City Council previously adopted Ordinance 008-20, which delegates authority to the Mayor to establish and amend job descriptions, provided they are consistent with the general qualifications and duties assigned by the Council. Therefore, attached to this proposed Ordinance for Council's consideration is a summary of qualifications and duties for the newly proposed position.

Relationship to Comprehensive Plan: N/A

Recommendation: Staff recommends approval of the attached Ordinance which includes provisions for general qualifications and duties assigned for the new position of Compliance Program Manager and approval of the salary range for the position.

Motion for Consideration: I move to adopt an Ordinance authorizing the creation of the position of Compliance Program Manager, establishing general qualifications and duties for the position and setting the salary range for the position.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact: Fiscal information was not available at the time this report was due. Fiscal impact is minimal as a result of the promotion of one employee and, if an adjustment is needed, can be accounted for in an upcoming budget amendment.

Alternatives: Do not approve the position summary and proposed salary and provide alternative guidance.

Attachments:

1. Ordinance_Compliance_Program_Manager-Final
2. Appendix_A_Compliance_Program_Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, TO AUTHORIZE POSITION OF COMPLIANCE PROGRAM MANAGER, TO ESTABLISH GENERAL QUALIFICATIONS AND DUTIES OF POSITION, AND SET THE SALARY RANGE FOR THE POSITION; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City has shifted the parking enforcement team from the Community Development Department to the Public Works Department, which enables the Community Development Department to redirect its resources and attention toward core functions such as permitting, planning, and customer service; and

WHEREAS, within the Public Works Department there exists a current position whose job duties and responsibilities have extended beyond what was expected; and

WHEREAS, the City has determined that it is appropriate to have the surface and stormwater permit and parking enforcement managed by the same position to increase efficiency and streamline management; and

WHEREAS, the title of Compliance Program Manager has been chosen as appropriate for the position; and

WHEREAS, an appropriate salary has been determined based on the responsibilities and minimum requirements of the proposed position; and

WHEREAS, this Ordinance would modify the Personnel Position Listing as adopted in the 2025-2026 budget; and

WHEREAS, Ordinance 008-20 delegates authority to the Mayor to establish and amend job descriptions, provided they are consistent with the general qualification and duties assigned by the council; and

WHEREAS, a statement of the general qualifications and duties of the Compliance Program Manager position is attached hereto as Appendix A, and incorporated herein by reference; Now, therefore,

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

SECTION 1. The City Council hereby authorizes the creation of the position of Compliance Program Manager with qualifications and general duties as generally provided for in Appendix A.

SECTION 2. The City Council hereby sets a salary range for the position of Compliance Program Manager between \$41.93 and \$48.63 per hour on the 2026 pay scale.

SECTION 3. The City Council acknowledges that this will create a change to the Personnel Position Listing in the 2025-2026 budget, with minimal fiscal impact. Staff is directed to incorporate this change into the 2025-2026 budget and salary table.

SECTION 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 6. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication as provided by law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 14^h day of April 2026.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

PUBLISHED:
EFFECTIVE DATE:

Proposed New Position

Position	Compliance Program Manager
Department	Public Works
Major Job Function and Purpose	
Ensures compliance with the National Pollutant Discharge Elimination System (NPDES) Permits issued by the Washington State Department of Ecology, manages parking enforcement, and serves as the office manager for the Public Works Administrative division, ensuring efficient and effective administrative operations.	
General Function	
The Compliance Program Manager serves as the subject matter expert and primary point of contact for surface and stormwater permit compliance and parking and right-of-way (ROW) enforcement matters. Performs and oversees specialized and complex technical administrative duties, which requires a comprehensive knowledge of City and department functions, policies, and procedures.	
Minimum Qualifications Include*	
Two years of college or university course work, and three (3) years related office experience with one (1) year of experience working with any combination of surface water management, wastewater management, municipal water management, or relevant related programs are required. Current, valid, unsuspended driver’s license required upon hire. Out of state candidates are required to obtain a WA state driver’s license in accordance with state law.	
Preferred qualifications include previous municipal experience in a Public Works Department and supervisory experience.	

* All position descriptions allow the hiring manager to consider any combination of experience and training that provides the desired skills, knowledge and abilities.

Ordinance 008-20 delegates authority to the Mayor to establish and amend job description as needed provided they are consistent with general qualifications and duties assigned by the City Council at the time the position is created by Council.



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

Agenda Staff Report

Business Items: 7.D. Approval of a Contract with Granicus for SmartGOV System Improvements (Bond)
Meeting Date: April 14, 2026
Presenter: Nick Bond, Community Development Director

Summary and Background:

The city operates the SmartGOV permitting system to manage its permitting workflow. During a 2025 LEAN process improvement exercise, the City mapped its permitting process and documented several permitting system bottlenecks and inefficiencies. To address these bottlenecks and inefficiencies, the City interviewed various software providers, conducted staff and applicant surveys, and determined that activating additional features within SmartGOV was the fastest and most cost effective way to improve the permitting process for its customers.

Granicus has provided a a proposal that includes on-time fees as well as additional annual subscription fees to upgrade the city's software. This proposal will include:

- Employee Training
- Project Management Support
- A Financial Connector (To facilitate payment of permit fees online at the time applications are submitted online)
- A connector to the City's BlueBeam software that will allow plans to be marked up within the permit system.
- A connector to the City's Laserfiche system to ensure that records are backed up and available for public viewing in the City's public records library.
- Consulting Hours (To help city staff configure and activate features)

The total cost for this contract is \$29,383.56. With this expenditure, the city will launch its online permitting portal and will more seamlessly be able to accept permit applications, fees, and route permits for review.

Ongoing annual costs for these features will be \$4,066.84 annually to be added to our existing subscription cost of \$25,916.10 annually. These costs will be offset by the elimination of the City's Camino application portal, a platform that is not integrated with SmartGOV and which currently costs the city \$15,000 per year. The 2026 subscription costs will be prorated for the

remainder of 2026. Annual subscription costs are subject to increase by the vendor each year.

Relationship to Comprehensive Plan:

Recommendation: A motion to approve a contract with Granicus for SmartGOV permitting system improvements.

Please note: Numerous comprehensive plan goals and policies call for the efficient and timely review of permit applications. Timely permitting is also one of 15 goals of the growth management act which mandates that the City adopt a Comprehensive Plan.

Motion for Consideration: I move to approve a contract with Granicus for SmartGOV permit system improvements.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact: This is an unbudgeted one time expense of \$29,383.56 plus \$4,055.84 annually, with annual increases by vendor (note: annual cost will be prorated in 2026).

Alternatives: Do not approve the contract.

Attachments:

1. Subscription-and-Services-Agreement-live-July-15-2024-1
2. Final_2026_Pricing



Subscription and Services Agreement US/Canada

This Subscription and Services Agreement (“**Agreement**”) is effective as of the date an Order or SOW (as defined below) commences that references this Agreement (“**Effective Date**”), and is a contract between the party procuring Granicus Products and/or Services named in the Order or SOW (“**Client**”) and Granicus, LLC, a Minnesota Limited Liability Company for those Clients located in the US, or Granicus Canada Holdings, U.L.C., an unlimited liability corporation for those Clients located in Canada (“**Granicus**”).

1. Definitions. For the purpose of this Agreement, the following terms have the corresponding definitions:

“**Content**” means any material or data: (i) displayed or published on Client’s website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products by Client or on Client’s behalf. Content expressly excludes Granicus Data;

“**Deliverable(s)**” means any computer software, and related written documentation, reports or materials developed by Granicus as part of a Services engagement;

“**Granicus Data**” means data owned, generated or collected by Granicus separately from Content provided by Client, including data generated by use of the Products or personal information related to individuals who use the Products or Services, which is collected and used in accordance with applicable law and in conformance with publicly posted privacy policies;

“**IP Rights**” means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know-how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

“**Order**” means a binding proposal, written order, or purchasing document setting forth the Products made available to Client under the terms of this Agreement either directly with Granicus or through an authorized third party reseller;

“**Products**” means the: (i) online or cloud subscription services; (ii) on premise software; (iii) embedded software; and (iv) Granicus Data, licensed to Client, and hardware components purchased by Client under this Agreement, as applicable and as set forth in the Order or SOW;

“**Services**” means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW; and

“**SOW**” means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement.

2. Intellectual Property Ownership and Use Rights.

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products and Granicus Data. Client and its authorized users have no right, title or interest in the Products or Granicus Data other than the license rights expressly granted herein. All rights not expressly granted herein are reserved by Granicus and its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products and Granicus Data can be found at www.Granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus does not own the Content submitted by Client nor is Granicus responsible for any Content used, uploaded or migrated by Client or any third party. Granicus will not sell, use, or disclose any Content for any purpose other than performing Services subject to this Agreement. For clarification, the fact that Content and Granicus Data may contain the same or similar information does not minimize or limit the ownership or use rights of either party as it relates to Content on the part of Client, or Granicus Data on the part of Granicus.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

- (i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or

tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;

- (ii) Disassemble, decompile, reverse engineer or make derivative works of the Products;
- (iii) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;
- (iv) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or
- (v) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.

b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in the Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal within thirty (30) days of notification of price change as described in Section 4.d., or within sixty (60) days prior to the start of the next Renewal Term, whichever is later. The Initial Term and all Renewal Terms are collectively, the "**Term**".

c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the "**Termination Date**"), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d) **Subscription Term.** The annual term for all Products licensed to Client on a subscription basis begins upon the Effective Date of the applicable Order and are based on subscription term and not actual usage. Products licensed on a subscription basis are deemed delivered upon Initial Availability. Initial Availability of a Product means the earlier of: (i) the issuance of a user name and password to Client to access the Product; (ii) the provision of the Product in its hosted environment on behalf of Client by Granicus technical personnel; or (iii) access to the Product by Granicus or third-party services personnel in order to commence configuration or implementation Services on behalf of Client.

e) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

f) **Non-Appropriation.** Client may terminate this Agreement or any Order or SOW by providing Granicus written notice during the then-current Term for lack of appropriation of funds for the Renewal

Term so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.

g) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

h) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. **Fees; Payment.**

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual or subscription fees are due upfront at the beginning of each annual Term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Absent any specific billing frequency, Client will pay fees for Services on a monthly basis in arrears for time and materials engagements, or milestone basis as billed upon delivery of each milestone. GXG Services are billed up front annually prior to the then-current term. Hardware will be invoiced to Client upon shipment. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within the payment period, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes prior to the end of the current Term, which subject to Section 3.b, will become effective as of the next Renewal Term. Such notification may be made via Order, email, or invoice provided by Granicus. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

f) **Overages.** For any Products or Services purchased in tiers, with volume caps, specified number of users, or other measured metrics, it is the Client's responsibility to purchase up to the level of use needed by Client. Any overage will be charged to Client at the then-current rate for such tier or volume, or the rate set forth in Client's pricing arrangements with Granicus or Granicus resellers. Payment for such overages must be made in the then-current term unless otherwise agreed to by the parties in writing.

g) **Resellers.** If Client has entered into a separate agreement with an authorized distributor or reseller of Products and/or Services, the terms of such third-party agreement will supersede conflicting terms contained herein solely as they relate to payment schedules and pricing as negotiated between Client and the reseller.

5. **Client Responsibilities.**

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's

offices for Services performed onsite. Services delayed or unable to be performed due to lack of Client cooperation or communication will be deemed delivered and no refunds will be issued for such services.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

f) **Use of Messaging Services.** Client may use Products to send emails and messages to users and third parties. Client is solely responsible for any such message and their content, including securing the legal right to send the message. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Granicus' control, and there is no warranty that messages will reach their intended destination in a given timeframe.

6. **Support.** Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. **Representations; Warranties; Disclaimers.**

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) reperformance of the non-conforming Services for a breach of the warranty in Section 7.b.(ii), provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. Services.

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW.

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. **Confidentiality.** During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS OR GRANICUS' RESELLER, AS APPLICABLE, IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CLIENT FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

12. General.

a) **Force Majeure.** With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Client are as set forth in the Order or SOW, for Granicus as follows:

Granicus
Contracts
1152 15 th Street NW, Suite 800 Washington DC 20005
1-800-314-0147
contracts@granicus.com

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void. This Contract will bind and inure to the benefit of each party's permitted successors and assigns.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

j) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations including all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

k) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

l) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

m) **Conflict of Interest.** Granicus certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of the Agreement, Order, or SOW.

n) **Anti-Corruption.** Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from an employee or agent of the other Party in connection with this Agreement. If Client learns of any violation of the above restriction, Client shall immediately notify Granicus.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of this Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable. Inconsistencies between documents will be resolved in the following order: (i) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus'

response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein. This Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

Granicus Proposal for Port Orchard, WA

ORDER DETAILS

Prepared By: Taylor Brodersen
Phone: (814) 720-4368
Email: taylor.brodersen@granicus.com
Order #: Q-466252
Prepared On: 02 Apr 2026
Expires On: 29 May 2026

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 31 Dec 2026

PRICING SUMMARY

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

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
SmartGov Employee Training	Upon Delivery	18 Each	\$2,976.84
Project Management - SmartGov	Upon Delivery	1 Each	\$3,832.64
Financial Export Connector Configuration	Upon Delivery	1 Each	\$2,756.25
Existing Merchant Connector Configuration	Upon Delivery	1 Each	\$1,653.75
BlueBeam Connector Configuration	Upon Delivery	1 Each	\$1,653.75
Laserfiche Connector Configuration	Upon Delivery	1 Each	\$3,445.31
Consulting hours	Upon Delivery	79 Hours	\$13,065.02
SUBTOTAL:			\$29,383.56

New Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
SmartGov Connector Financial	30 Apr 2026 - 31 Dec 2026	Annual	1 Each	\$1,512.63	\$1,016.71
SmartGov Connector Merchant	30 Apr 2026 - 31 Dec 2026	Annual	1 Each	\$1,512.63	\$1,016.71
SmartGov Connector BlueBeam	30 Apr 2026 - 31 Dec 2026	Annual	1 Each	\$1,512.63	\$1,016.71
SmartGov Connector ECM-Laserfiche	30 Apr 2026 - 31 Dec 2026	Annual	1 Each	\$1,512.63	\$1,016.71
SUBTOTAL:				\$6,050.52	\$4,066.84

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

PRODUCT DESCRIPTIONS

Solution	Description
SmartGov Employee Training	<p>SmartGov User Training: Permitting - User - 2 Hours Permitting - Admin 4 Hours Code Enforcement - User 2 Hours Code Enforcement - Admin 4 Hours Plan Review User Training - 2 Hours Inspector User Training - 2 Hours Ad Hoc Reports Training - 2 Hours</p> <p>Total - 18 Hours</p> <p><i>Includes one planning meeting to determine the training agenda and training dates. Training dates must be scheduled within 90 days of initial planning meeting, based on client and consultant availability. Maximum of 15 Subscriber trainees per session. Service will be delivered virtually.</i></p>
Project Management - SmartGov	<p>Project Management: Company Project Manager will act as an extension of the Subscriber's team and manage the implementation from start to finish. The Subscriber will have access to a personalized timeline which will be reviewed on a regular cadence. The Project Manager will partner with the Subscriber to coordinate all services, management of the project timeline, and help identify risks and/or issues.</p> <p>Project Management Services include:</p> <ul style="list-style-type: none"> • Project planning and kickoff meetings. • Project schedule developed and maintained according to the SOW tasks, deliverables, dependencies, and resource assignments. • Status reporting and coordination of status meetings, bi-weekly, or as required. • Schedule monitoring and scope management. • Risk Management planning to identify, analyze, and mitigate risks. • Action Item and decision tracking, as well as resolving and escalating issues. • Change control management and issue tracking. • Company project resource management. • Verify product and deliverable acceptance with Subscriber. • Facilitating transition to Support. • Company's Project Manager will serve as the single point of contact for the project related to this SOW.

Solution	Description
SmartGov Connector Financial	<p>The SmartGov Financial Connector outputs a financial extract with a pre-determined format which may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable. The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.</p>
SmartGov Connector Merchant	<p>Connection to one merchant in the back office and/or portal from a list of available options. Subscriber remains responsible for the relationship with the provider.</p>
Financial Export Connector Configuration	<p>Configure financial export according to subscribers FMS (financial management system) as provided by Subscriber.</p> <p>Train Subscriber on how to export and set scheduler.</p> <p>Company will customize the configuration of the export to match Subscriber financial system input needs as documented. Available customizations include:</p> <ul style="list-style-type: none"> Additional data fields Altered order of column information Alternate delimiter or fixed width formatting A header line is not part of the export. Financial Connector does not connect directly with any Financial Management System. If Subscriber provides a local (FTP) File Transfer Protocol, the Financial Connector can automatically upload to the defined FTP destination. <p>By default, financial extract jobs are pre-configured and the included configuration of the Receipt Extract job will produce a comma-delimited file with the following data points:</p> <ul style="list-style-type: none"> Receipt Number Receipt Date FMS/GL Code Fund GL Account Fee Amount Paid Fee Code Name Permit/License/Case Number Payer Name <p>The included configuration of the Receipt Extract – FMS/GL Summary job will produce a comma-delimited file with the following data points:</p> <ul style="list-style-type: none"> FMS/GL Code

Solution	Description
	<p>Fund GL Account Fee Amount Paid</p> <p>The file output of the financial extract may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable.</p> <p>The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.</p>
Existing Merchant Connector Configuration	<p>Configure merchant connection. Test and troubleshoot connection during test process.</p> <p>Subscriber to provide the required linking information for Company to complete the setup. These will often include connection URLs, Login IDs, and Transaction Keys. Requirements vary slightly depending on the selected Merchant.</p> <p>SmartGov will not test in Production environments.</p>
Laserfiche Connector Configuration	<p>This connector allows file attachments in SmartGov to be stored within an ECM (Enterprise Content Management) system. The Laserfiche integration was built in compliance with CMIS (Content Management Interoperability Services) standards.</p> <p>Subscriber must have the Laserfiche CMIS Gateway, version 10 or higher, installed and configured for the desired repository and be able to provide a browser binding URL that SmartGov can reach.</p> <p>The service and subscription for this connector does NOT include a subscription to Laserfiche or training on how to install or use the Laserfiche software.</p> <p>There are three Secured Functions that control access to the Laserfiche configuration options:</p> <p>Admin.JurisdictionBlobProvider – Allow user to all ECM settings and mappings Admin.JurisdictionBlobProvider.ConfigureCMISConnection – Allow user to configure CMIS connection settings Admin.JurisdictionBlobProvider.ConfigureECMTemplates – Allow user to configure metadata template mappings</p> <p>Configure Subscriber's credentials and mapping in SmartGov. Meet with Subscriber and guide them through SmartGov to test the connection.</p>

Solution	Description
Consulting hours	Configuration of 175 existing inspection types and 154 existing permit types within the SmartGov Public Portal. This estimate includes BPA and workflow configuration as well as creating 3 new reports.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-466252 dated 02 Apr 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Port Orchard, WA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

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

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-466252 dated 02 Apr 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

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

Port Orchard, WA	
Signature:	
Name:	
Title:	
Date:	



Meeting Location:
Council Chambers
216 Prospect Street
Port Orchard, WA 98366

Contact us:
Phone (360) 876-4407
cityhall@portorchardwa.gov
www.portorchardwa.gov

City Council Minutes

Work Study Session of Tuesday, March 17, 2026

Roll Call was taken by the City Clerk as follows:

Present: John Morrissey, Mayor Pro-tem, Position No. 2
Jay Rosapepe, Councilmember, Position At-Large
Shirah Dedman, Councilmember, Position No. 6
Mark Trenary, Councilmember, Position No. 1
Eric Worden, Councilmember, Position No. 4
Heidi Fenton, Councilmember, Position No. 5
Robert Putaansuu, Mayor

Absent: Scott Diener, Councilmember, Position No. 3

Staff present: IT Manager Dunham, Community Development Director Bond, City Clerk Wallace, Deputy City Clerk Floyd and Communications Specialist Hansen.

Staff present via Zoom: City Attorney Archer and Community Development Director Bond.

Audio/visual was successful.

1. CALL TO ORDER

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

2. DISCUSSION ITEMS

Mayor Putaansuu explained if there is enough time, two items will be added to the agenda for discussion: tents, and the downtown grant program.

A. AI Policy

IT Manager Dunam, provided a presentation 'A.I. Committee, Establishing a Framework for Responsible AI Usage' which included the Purpose of the AI Committee, Why AI Policy Matters for Port Orchard, Alignment with City Goals and Ethical Standards, Committee Inception, the AI Committee Membership, Policy Development Timeline, Policy Objectives, Core Principles, Usage Guidelines: Human-in-the-Loop, Data Security and Privacy, Acquisition and Compliance, Addressing Feedback, AI Review Framework, and Implementation and Support.

Additional discussion was held which included education, relation to public records requests, implementation, vendors, and that Councilmembers would not be subject to the policy.

Council Direction: Allow Councilmembers a couple more weeks to review and understand the policy with possible adoption during the first meeting in April.

B. Naming Rights and Philanthropic Giving

Mayor Putaansuu provided an update on Kitsap Community Foundation applying for a grant and no capacity to do a fundraising campaign.

Jason Driver, Executive Director of Kitsap Regional Library, spoke about donor intent and transparency. They are aligned in wanting to see the community events center built as the library will have a critical space. They are applying for a state grant for part of their funding requirements and securing donations through the Kitsap Regional Library Foundation.

Additional discussion was held which included contribution from Public Facilities District, staffing ability, paying an outside vendor to do the work, going out for an RFP [Request for Proposal], sponsorships, and making sure to align with the library on donorships.

Council direction: Staff to advertise an RFP for Fundraising Campaign Consulting Services.

C. NEW: Cost for Inspection of Tents

Community Development Director Bond said in spring of 2025, the City's fee resolution was amended. One of the amended fees had to do with permits for membrane structures. These are large tents for special events. Under the building code they do require a permit, and the tents have a pretty high wind load so there is a risk if you have windstorms the tents could pick up and leave. We want to inspect those and make sure that they are assembled in accordance with the manufacturer's instructions and that they are anchored properly. When we have special events, it's a requirement that you get these permits. The fee has always been \$0 but there was a technology fee. Staff is sometimes having to do inspections after hours. It is about 2 to 3 hours for plan review and inspection time, so, we established a fee per tent, somewhere in the mid-\$200 range [\$225].

We have an event planned that is proposing to put up two tents. They feel like getting charged twice for tents that are being set up at the same time was unreasonable or an unfair fee.

The Finance Committee talked about revising the structure so that if somebody is having an event with multiple tents, they would pay a flat fee for the first tent, and then a smaller fee for any additional tents, provided they're installed at the same time and permitted at the same time.

We plan to bring a fee resolution revision to Council next week where we're amending the membrane tent structure permit fee.

Discussion was held which included the current and proposed fees, inspection and plan reviews, and technology fee.

Council direction: Staff to move forward with the proposed changes and bring them to the next Council meeting for adoption.

D. NEW: Lodging Tax Funding

Councilmember Morrissey explained a request has been made to reopen lodging tax funding. This organization was not awarded any money because their application was not submitted on time. He is inclined to not reopen as there is no budget to reallocate. We can't rescind the contracts that have already been awarded.

Council direction: Not reopen for lodging tax funding.

E. NEW: Consent Agenda Approval Process

Mayor Putaansuu asked the Council to contact him in advance if they would like to move an item from the Consent Agenda to Business Items as the approval of the Consent Agenda has gotten a little clunky.

City Attorney Archer noted staff does what the Council tells us to do. So if Council gives staff rules about what goes on Consent and what doesn't, we follow those rules. We're not trying to advocate for a lack of transparency in any way, we are simply doing what Council has told staff.

Discussion was held which included asking the Mayor or department head for clarification on items, item transparency, and types of items listed under Consent.

Council direction: No direction given to staff.

F. NEW: Grant Program for Downtown Improvements

City Attorney Archer explained she and Community Development Director Bond met with the Development Director of the City of Auburn about their Facade Improvement Grant Program. The program started from a declaration of an emergency from the Mayor's office issued as to the condition and safety of the downtown core. If we start with a similar declaration, it gives us some leverage to avoid gifting challenges. We also focus on the benefits to the public of the program, and that's how we establish that this is for a valid program, or for a valid public purpose.

The City of Auburn's program focuses on the restoration of the facades of their historic and unique buildings in their downtown core. They grant approximately \$100,000 per year for this program, and it is a rolling, first-come, first-served grant application process. They utilize a matching program for theirs, and these funds shall only be used for facade improvements that are of a certain nature. Commercial property owners or business leases with written authorization of the property owner meet the eligibility requirements. Buildings with more than 25 full-time employees, or that are primarily residential do not meet the criteria, and newly constructed buildings do not meet the criteria. You need to be one of the historic older buildings.

As to their matching and the actual award structure, they have 3 categories. The first category is grants-seeking money for improvements of \$5,000 or less. These are things that do not require building permitting, such as painting, some decorative lighting, signage, and awnings.

If you get that first category of a grant, you have no matching obligation, other than you're expected to do everything within that \$5,000, so there's some volunteer labor likely expected. The second category is improvements above \$5,000, but under \$50,000. They will require professional design services, and will have a graduated matching contribution. These are usually capturing window, door, storefront upgrades, and masonry work. This does require a match, and it is a sliding scale. Typically it is 30% owner, 70% grant funding, up to \$30,000. That's where the \$30,000 comes from. As it goes up to that \$50,000 field between 30 and 50, the match increases to 50% owner, 50% city. The third category are for improvements that are at \$50,000 and would be full facade restoration, significant structural or electrical work, and significant historic restoration.

This is reimbursement-based, receipt are submitted rather than getting the funding up front.

Discussion was held which included timelines, inflation or increases in costs associated with construction, using a tiered approach, flexibility, small improvements, and first come, first served process.

Council direction: Staff to prepare a policy, consistent with the City of Auburn's policy, for a Downtown Revitalization Policy, and to submit to the Finance Committee for initial review.

G. Town Hall Meeting Format

Mayor Putaansuu said the third location has been finalized and will be held at the Christian Life Center in September. To recap, the first town hall will be held at McCormick Woods [April 9] and the second town hall at Gathered by Josephine's [June 4].

Discussion was held which included meeting format, topics, the Mayor Pro-tem will facilitate the meeting, less formality than a regular Council meeting, question and answer session, breakouts, and State of the City address.

Council direction: No direction given to staff.

3. GOOD OF THE ORDER

In response to Councilmember Rosapepe, Mayor Putaansuu stated the City has no concerns about its fuel budget.

4. ADJOURNMENT

The meeting adjourned at 8:51 p.m. No action was taken.

Brandy Wallace, MMC, City Clerk

Robert Putaansuu, Mayor

CITY COUNCIL ADVISORY COMMITTEE MEETING DATES

STANDING COMMITTEE	Date & Time	Location
Economic Development and Tourism	April 13, 2026; 9:30am; 2nd Monday of the month	Remote Access
Utilities	May 12, 2026; 4:30pm; 2nd Tuesday of the month	Remote Access
Finance	April 21, 2026; 4:30pm; 3rd Tuesday of the month	Remote Access
Transportation	April 28; 2026; 4:45pm 4 th Tuesday of the month	Remote Access
Land Use	April 15, 2026; 4:45pm; 3rd Wednesday of the month	Remote Access
Lodging Tax Advisory	TBD; 2026	City Hall
Sewer Advisory	June 16, 2026; 3:30pm	WSUD
Outside Agency Committees	Varies	Varies
Ad-hoc Review of POMC 2.04	TBD; 2026	City Hall

*Dates subject to change

MAYOR

Robert (Rob) Putaansuu
Mayor
 Administrative Official

CITY COUNCIL

Scott Diener
Councilmember Position 3
 Land Use Committee
 Transportation Committee

Mark Trenary
Councilmember Position 1
 Finance Committee, **Chair**
 Transportation Committee
 KRCC-alt
 KEDA-alt

Jay Rosapepe
Councilmember Position At-Large
 Utilities/Sewer Advisory Committee, **Chair**
 Land Use Committee, **Chair**
 Kitsap Public Health District
 PSRC-alt
 Kitsap Transit

John Morrissey
Councilmember Position 2
Mayor Pro-Tem
 Finance Committee
 E/D & Tourism Committee, **Chair**
 Lodging Tax, **Chair**
 Kitsap Economic Development Alliance

Eric Worden
Councilmember Position 4
 Transportation Committee, **Chair**
 Finance Committee

Heidi Fenton
Councilmember Position 5
 Utilities/Sewer Advisory Committee
 E/D & Tourism Committee
 KRCC
 911-alt

Shirah Dedman
Councilmember Position 6
 E/D & Tourism Committee
 Utilities/Sewer Advisory Committee
 Land Use Committee

DEPARTMENT DIRECTORS

Tim Drury
Municipal Court Judge

Debbie Lund, CEBS SPHR SHRM-SCP
Human Resources Director

Noah Crocker, M.B.A.
Finance Director

Brandy Wallace, MMC, CPRO
City Clerk

Matt Brown
Police Chief

Nicholas Bond, AICP
Community Development Director

Denis Ryan, CPWP-M, CPRP
Public Works Director