POULSBO CITY COUNCIL MEETING
NOVEMBER 18, 2026 ~ 5:00 PM
A G E N D A

The meeting will be held in a hybrid format, accessible virtually via Zoom Webinars and by in-person attendance at Poulsbo City Hall Council Chambers at 200 NE Moe Street, Poulsbo, WA.
Please click the link to join the webinar: https://us02web.zoom.us/j/89848416447
Dial +1 (253) 215-8782 / Webinar ID: 898 4841 6447
The meeting will be streamed at www.cityofpoulsbo.com and broadcasted on BKAT.

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

1. 5:00 PM - CALL TO ORDER
- **a.** Land Acknowledgment (Livdahl)

2. PLEDGE OF ALLEGIANCE

3. AGENDA REVIEW

4. PUBLIC COMMENT

Oral comments can be made in-person. Please state your name and limit your comments to 3 minutes, unless additional time is granted by Council. As a rule, the Council will not respond to public comments. Written comments can emailed to cityclerks@cityofpoulsbo.com by 2:00 p.m. the day of the meeting, and they will be distributed to the Council before the meeting. Written comments will not be read into the record.

5. MAYOR'S REPORT AND COUNCIL COMMENTS

6. BOARD, COMMISSION, & OUTSIDE AGENCY REPORTS

7. CITY ADMINISTRATOR AND DEPARTMENT HEAD COMMENTS

8. CONSENT AGENDA

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

- **a.** Minutes of July 15, 2026, City Council Meeting (Fernandez)
- **b.** Minutes of August 5, 2026, City Council Meeting (Fernandez)
- **c.** Minutes of August 12, 2026, City Council Meeting (Fernandez)
- **d.** Minutes of August 19, 2026, City Council Meeting (Fernandez)
- **e.** Minutes of September 2, 2026, City Council Meeting (Fernandez)
- **f.** Minutes of September 9, 2026, City Council Meeting (Fernandez)
- **g.** Minutes of September 16, 2026, City Council Meeting (Fernandez)
- **h.** Minutes of October 7, 2026, City Council Meeting (Fernandez)
- **i.** Minutes of October 14, 2026, City Council Meeting (Fernandez)

j. Ordinance No. 2026-16 - Decreasing the amount of Imprest Funds (Booher)
k. 8th Avenue Culvert - Grant Increase, Amendment, & BA #26-401 (Roberts)
l. Noll Road Corridor Stormwater Retrofit - Ecology Grant Agreement (Roberts)
m. On-Call Building Services Contract (Logue)
n. Resolution No. 2026-12 - City Hall Closures (Fernandez)
o. Payable Disbursements for October 2026 (Booher)
p. Agreement with Kitsap County for 2027 Peer Support Services at Recovery Cafe and Recovery Center (Hendrickson)
q. Housing, Health and Human Services Donation Acceptance Forms for 2027 (Hendrickson)
r. 2026 Pavement Preservation Project Acceptance (Lund)

9. BUSINESS AGENDA

a. Public Hearing #2 on the Final 2027-2028 Biennial Budget (Booher)
b. Agreement with Recovery Cafe Network for 2027 Problem Gambling Services (Hendrickson)
c. Poulsbo Fire Fees ILA (Logue)

*** * * MEETING BREAK * * ***

10. WORKSHOP AGENDA

a. Refund Policy for De Minimis Refunds (Booher)
b. Two Accessory Dwelling Units Per Unit Discussion in Multifamily Residential Zones (RM & RH) (Wright)
c. Questions and Concerns of the Council / Future Agenda Items (City Council)

11. CONTINUED PUBLIC COMMENT*

12. MAYOR AND COUNCILMEMBER COMMENTS

13. ADJOURNMENT

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

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

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

To request an alternative format of the printed agenda, contact the City Clerk's office at 360.394.9880.
Para solicitar un formato alternativo de la agenda impresa, comuníquese con la oficina del City Clerk al 360.394.9880.

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

POULSBO CITY COUNCIL AGENDA SUMMARY

5:00 PM - CALL TO ORDER ITEM NO. 1.a

MEETING DATE: November 18, 2026

AGENDA ITEM	Land Acknowledgment
EXHIBITS	
STAFFED BY	Livdahl
ESTIMATED TIME	5 mins

SUMMARY STATEMENT

Poulsbo is located on the ancestral lands of the indigenous Suquamish People, for whom this place was known as Tcu Tcu Lats, or the 'Land of the Vine Maples'

"Every part of this soil is sacred in the estimation of my people. Every hillside, every valley, every plain and grove, has been hallowed by some sad or happy event in days long vanished."
Chief Seattle 1854

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: n/a

SAMPLE MOTION:

N/A

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.a

MEETING DATE: November 18, 2026

AGENDA ITEM	Minutes of July 15, 2026, City Council Meeting
EXHIBITS	cm_2026-07-15
STAFFED BY	Fernandez
ESTIMATED TIME	1 min

SUMMARY STATEMENT

Attached are the draft minutes of the July 15, 2026, City Council Meeting for your review and approval. (Please note, the hyperlink version will be active when approved and posted on the website).

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: N/A

SAMPLE MOTION:

Move to approve the July 15, 2026, Council Meeting minutes as presented.

POULSBO CITY COUNCIL MEETING OF JULY 15, 2026

MINUTES

PRESENT: Ed Stern, Britt Livdahl, Doug Taber, Douglas Newell, Michael Fitzpatrick, Pam Crowe, and Rick Eckert

ABSENT: Leighton Thomas

Staff Present: City Administrator Gelder, Assistant City Administrator Booher, Parks and Recreation Director Ozimek, Engineering Technician Washburn, Public Works Supervisor Lund, City Engineer Ranes, Deputy Chief Wheeler, Police Officer Timm, Project Coordinator Wilson, IT Director Riendl and Administrative Services Director/City Clerk Fernandez

1) 5:00 PM - CALL TO ORDER

Mayor Stern called the meeting to order at 5:00 p.m.

1.a) Land Acknowledgment

Department: Legislative

Councilmember Taber read the Land Acknowledgment.

Cover Page

2) PLEDGE OF ALLEGIANCE

Mayor Stern led the Pledge of Allegiance.

3) AGENDA REVIEW

Mayor Stern noted the agenda stands as presented.

Motion: to approve the agenda as presented.
Action: approve, **Moved by** Pam Crowe, **Seconded by** Michael Fitzpatrick.
Motion carried unanimously

4) PUBLIC COMMENT

No comments.

5) MAYOR'S REPORT AND COUNCIL COMMENTS

5.a) Proclamation to Declare July 2026 as Parks and Recreation Month

Department: Administrative Services

Mayor Stern proclaimed July 2026 as Parks & Recreation Month. Councilmember Eckert read the proclamation into the record.

Cover Page

2026-18 Parks and Recreation Month (Unsigned)

Councilmember Eckert thanked Parks and Recreation Director Ozimek and his staff for everything they do. He joined the Kingston parade with the VFW Post and there was great turnout from the Post. He shared that all the candidates that were interviewed for the new councilmember position were good. He felt the decision was hard because they were all good. It reflects well on our community.

Councilmember Fitzpatrick thanked everyone that was involved with making the 4th of July memorable. He and the Parks and Recreation Department will be facilitating additional discussions on America's founding document discussions in August. He shared someone in his immediate community committed suicide and asked those who need help to contact the Resource Recovery Center.

Councilmember Crowe said she was sorry for Councilmember Fitzpatrick's loss. She quietly sees what is happening on social media. There is constantly a call out for connection, for folks wanting to have some interaction. We are experiencing a pandemic of loneliness and depression. There have been many times she has seen a post of someone in distress. The library sees it and tries to offer support and resources. She also said active members in the military commit suicide often and it happens heartbreakingly silently. There are resources out there.

Councilmember Taber appreciates the comments from his fellow councilmembers. Our Parks and Recreation Department is a connection for our youth. Their programs instill the confidence and resilience in life skills that young people need to succeed. These programs are essential to some people.

Mayor Stern shared a picture of the Viking Ro event that happened in Poulsbo on Saturday prior to the World Cup game of Norway versus England.

6) BOARD, COMMISSION, & OUTSIDE AGENCY REPORTS

Councilmember Livdahl provided an update on the Historic Downtown Poulsbo Association (HDPA) board meeting. They filled their vacant seats but they would

like additional volunteers. The new HDPA president is Monica Blackwood. They are in full Christmas planning mode with a committee working on a bigger holiday celebration.

Councilmember Fitzpatrick met with members of the school board. The intent was to get clarity on what their relationship with the city looks like. They discussed several areas of collaboration as starting points including the Association of Washington Cities (AWC) student Scholarship Program and creating student internship opportunities.

Mayor Stern shared on July 31 he and several members of the City Council will be meeting with the Port Gamble S'Klallam tribe to tour their upgraded health facility.

Councilmember Eckert shared other opportunities where elected officials can engage and interact with students.

Councilmember Taber signed up for the next three Apex Connects meetings with Kitsap Economic Development Alliance (KEDA).

7) CITY ADMINISTRATOR AND DEPARTMENT HEAD COMMENTS

City Administrator Gelder said they will be revisiting the council committee assignments next month. Today was the initial screening of applicants for Public Works Director recruitment and he shared the interview process.

Public Works Superintendent Lund shared photographs of the progress on the Accessory Dwelling Unit (ADU) in Raab Park. He noted street striping is occurring on the roads.

Parks and Recreation Director Ozimek thanked everyone for the Park and Recreation Month Proclamation. He shared information on the many events that have happened with the department. Putt-Putt Clash is an upcoming event on July 25, 12:00 p.m. to 8:00 p.m. on the waterfront. The Parks and Recreation team have submitted for three grants.

8) CONSENT AGENDA

Councilmember Newell gave a correction to Item 8a. He was present for the July 1st Council meeting.

8.a) Excuse Councilmember Absences

Department: Administrative Services

Cover Page

8.b) BA #26-302 - Civil Engineer/Construction Manager Funding

Department: Engineering

Cover Page

BA #26-302_Civil Engineer

8.c) Payable Disbursements for May 2026

Department: Finance

Cover Page

05 May Check Register

05 May EFT Register

05 May Disbursement Register

8.d) BA #26-303 - Sunken Vessel Removal

Department: Police

Cover Page

BA #26-303 Sunken Vessel Removal

Motion: to approve consent agenda items 8a through d as presented with correction to Item 8a.
Action: approve, **Moved by** Rick Eckert, **Seconded by** Britt Livdahl.
Motion carried unanimously

9) BUSINESS AGENDA

9.a) Aktiv Apartments Project Road Closure Request

Department: Engineering

Engineering Technician Washburn presented the agenda item. Discussion was held.

Cover Page

Harrison & 9th road closure

Motion: to approve road closure of NE Harrison St. and 9th Ave at the intersection with Harrison St. for three working days.
Action: approve, **Moved by** Rick Eckert, **Seconded by** Doug Taber.
Motion carried unanimously

9.b) PERC Project Maintenance Building Change Order

Department: Engineering

City Engineer Ranes presented the agenda item. Discussion was held.

Cover Page

2026-07-15 - PERC Maint Building Purchase

Poulsbo - CO2 - 7-8-26 Rev 2

Motion: to approve the materials purchase and change order with ROMTEC through KCDA in the amount of $192,033.54 for the maintenance building on the Poulsbo Events and Recreation Center project and authorize the Mayor to sign the agreement on behalf of the City.
Action: approve, **Moved by** Pam Crowe, **Seconded by** Michael Fitzpatrick.
Motion carried unanimously

9.c) BA #26-301 and Change Order #1 - Neighborhood Streets Pavement Preservation Project

Department: Public Works

Public Works Superintendent Lund presented the agenda item. Discussion was held.

Cover Page

BA #26-301 (Signed)

Sierra_Santa_Fe_2026_Pavement_Preservation_Contract_signed

CN2026-10_Change Order #1

2026 PAVEMENT PRESERVATION CONTRACT - BA_CHANGE ORDER #1 ONYX (002)

Motion: to approve Budget Amendment BA#301 to move $740,000 from Neighborhood Streets Reserves into Neighborhood Streets Repairs and Maintenance Fund.
Action: approve, **Moved by** Michael Fitzpatrick, **Seconded by** Doug Taber.
Motion carried unanimously

Motion: to approve Change Order #1 in the 2026 Pavement Preservation Project to replace Standard Fog Seal with Onyx Mastic Seal in the amount of $226,774.24.
Action: approve, **Moved by** Michael Fitzpatrick, **Seconded by** Britt Livdahl.
Motion carried unanimously

9.d) Resolution No. 2026-10 - Official City Newspaper

Department: Finance

Assistant City Administrator Booher presented the agenda item. Discussion was held.

Cover Page

Resolution No. 2026-10 - Official City Newspaper

2026 Bid Result Memo to Council for Recommendation

2026-2031 Agreement for Official Newspaper

Motion: to approve Resolution No. 2026-10 a resolution of the City of Poulsbo, WA naming the USA Today Co., publisher of the Kitsap Sun as the Official City Newspaper for the term of August 1, 2026 through July 31, 2031.
Action: approve, **Moved by** Pam Crowe, **Seconded by** Michael Fitzpatrick.
Motion carried unanimously

9.e) Ordinance No. 2026-09 - Paid Parking Zones in the Downtown Area

Department: Police

Deputy Chief Wheeler and City Administrator Gelder presented the agenda item. Discussion was held.

Cover Page

Ordinance No. 2026-09 - Paid Parking Zones in the Downtown Area

Councilmember Fitzpatrick proposed amending Poulsbo Municipal Code 10.12.045 Section A as follows: No person shall stop, stand, or park a vehicle in a paid parking zone during the restricted and regulated time applicable to the paid parking zone, up to the maximum legal parking time, unless:

and Section D as follows: The restrictions of this section shall not apply on public holidays as defined under PMC 10.12.040(D), on designated free parking days, or during permitted special events that suspend paid parking, except where otherwise indicated on the parking payment device or posted signage.

Motion: to amend Poulsbo Municipal Code 10.12.045 Section A preamble as follows: No person shall stop, stand, or park a vehicle in a paid parking zone during the restricted and regulated time applicable to the paid parking zone, up to the maximum legal parking time, unless:

and Section D as follows: The restrictions of this section shall not apply on public holidays as defined under Poulsbo Municipal Code 10.12.040(D), on designated free parking days, or during permitted special events that suspend paid parking, except where otherwise indicated on the parking payment device or posted signage.
Action: amend, **Moved by** Michael Fitzpatrick, **Seconded by** Rick Eckert.
Motion carried unanimously

Motion: to approve Ordinance No. 2026-09, an ordinance of the City of Poulsbo, Washington, amending section 10.12.005 and adding a new section 10.12.045 of the Poulsbo Municipal Code (PMC); relating to paid parking zones with the city's downtown area; providing for severability; and establishing an effective date.
Action: approve, **Moved by** Michael Fitzpatrick, **Seconded by** Pam Crowe.
Motion carried unanimously

*** * * MEETING BREAK * * ***

At 6:35 p.m., Mayor Stern recessed the meeting for a ten-minute break.

At 6:45 p.m., Mayor Stern reconvened the meeting.

10) WORKSHOP AGENDA

10.a) Special Event Review

Department: Parks & Recreation

Parks and Recreation Director Ozimek presented the agenda item. Discussion was held.

Cover Page

08.11.26 Drone Show Event Packet Combined_Redacted

10.b) Marine Patrol Update

Department: Police

Police Officer Timm and Deputy Chief Wheeler presented the agenda item. Discussion was held.

Cover Page

10.c) Quarterly Financial Update

Department: Finance

Assistant City Administrator Booher presented the agenda item. Discussion was held.

Cover Page

042026

Both % REET 2026

062026 Balance Sheet Enterprise Funds

062026 - Balance Sheet Governmental Funds

062026 - Revenue

062026 - Expenditure

10.d) Future Account Status - Cash verses Accrual Basis

Department: Finance

Assistant City Administrator Booher presented the agenda item. Discussion was held.

Cover Page

GAAP vs Cash

10.e) Questions and Concerns of the Council / Future Agenda Items

Department: Administrative Services

Councilmember Eckert proposed considering, during the Board, Commission and Outside Agency Reports section of the agenda, allowing representatives of those groups who might be at the council meeting to come up and provide a report.

Councilmember Fitzpatrick shared an observation on the paid parking ordinance that was passed. It contains a legal definition of what a valid parking session is. He read Section C and stated the only thing that matters is the maintenance of a valid parking session.

Cover Page

Future Agenda Items

11) CONTINUED PUBLIC COMMENT*

None.

12) MAYOR AND COUNCILMEMBER COMMENTS

Councilmember Eckert noted the AI picture of Front Street. He shared that we want a lot of input on the vision of Front Street. No decisions have been made, please bring comments, and the conversation is what do we do when we put it back together.

13) ADJOURNMENT

Motion: to adjourn
Action: adjourn, **Moved by** Britt Livdahl, **Seconded by** Michael Fitzpatrick.
Motion carried unanimously

Mayor Stern adjourned the meeting at 8:49 p.m.

_____
Edward R. Stern, Mayor

ATTEST:

_____
Rhiannon Fernandez, CMC, City Clerk

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.b

MEETING DATE: November 18, 2026

AGENDA ITEM	Minutes of August 5, 2026, City Council Meeting
EXHIBITS	cm_2026-08-05
STAFFED BY	Fernandez
ESTIMATED TIME	1 min

SUMMARY STATEMENT

Attached are the draft minutes of the August 5, 2026, City Council Meeting for your review and approval. (Please note, the hyperlink version will be active when approved and posted on the website).

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: N/A

SAMPLE MOTION:

Move to approve the August 5, 2026, Council Meeting minutes as presented.

POULSBO CITY COUNCIL MEETING OF AUGUST 5, 2026

MINUTES

PRESENT: Ed Stern, Britt Livdahl, Doug Taber, Douglas Newell, Leighton Thomas, Michael Fitzpatrick, and Rick Eckert

ABSENT: Pam Crowe

Staff attendance: City Administrator Gelder, Assistant City Administrator Booher, Police Chief Harding, Judge Davy, Court Administrator Knutsen, Parks and Recreation Director Ozimek, Public Works Director Lenius, City Engineer Ranes, Building Official Matt Logue, Planning and Economic Development Director Wright, Housing, Health and Human Services Director Hendrickson, Utilities Engineer Roberts, Public Works Superintendent Lund, IT Director Riendl and Administrative Services Director/City Clerk Fernandez

1) 5:00 PM - CALL TO ORDER

Mayor Stern called the meeting to order at 5:00 p.m.

1.a) Land Acknowledgment

Department: Legislative

Councilmember Eckert read the Land Acknowledgment.

Cover Page

2) PLEDGE OF ALLEGIANCE

Mayor Stern led the Pledge of Allegiance.

3) AGENDA REVIEW

Mayor Stern noted the agenda stands as presented.

Motion: to accept the agenda as presented.
Action: accept, **Moved by** Britt Livdahl, **Seconded by** Doug Taber.
Motion carried unanimously

4) PUBLIC COMMENT

Greg Willard spoke regarding the pickleball noise in the neighborhood by Lions Park and he is looking for constructive ways to use the Lions Park tennis courts.

5) MAYOR'S REPORT AND COUNCIL COMMENTS

Councilmember Taber shared his thanks for public comment. He noted there is an urgent burn ban across the state right now.

Councilmember Eckert noted the great National Night Out last night. He also suggested having the council minutes show who voted for and against on split votes.

Councilmember Thomas thanked the staff she has met with so far. She enjoyed the Sip & Speak Planning Department event.

Councilmember Fitzpatrick thanked the community and thanked Mr. Willard for his comments. He shared about a Boy Scout troop visit to City Hall. He thanked the Clerk's Office for the minutes. He welcomed Councilmember Newell back and Councilmember Thomas to the dais.

Mayor Stern commended Hadley for the successful organization of last night's National Night Out event. He shared about upcoming meetings and events, including the drone light show scheduled next week. He thanked Councilmember Eckert, Councilmember Crowe and Councilmember Fitzpatrick who joined him for the Port Gamble S'Klallam Tribe tour.

6) BOARD, COMMISSION, & OUTSIDE AGENCY REPORTS

Councilmember Newell gave an update on the Blue Ribbon Commission and what potentially could be some options.

Councilmember Fitzpatrick shared that the Lodging Tax Advisory Committee (LTAC) grant application is open until September 10, 2026. He shared an update on the North Kitsap School District (NKSD) and the survey they put out to the community regarding facilities. He asked if the Council supported having a meeting in the future with the NKSD. A majority of council supported the concept. Discussion was held.

Mayor Stern reported the City hosted a meeting with the new leadership of the colleges. Western Washington University (WWU) has made it their top priority to build out in Western Washington.

7) CITY ADMINISTRATOR AND DEPARTMENT HEAD COMMENTS

City Administrator Gelder said next week Washington Cities Insurance Authority (WCIA) will give a training at the council meeting on 'Council Do's and Don'ts'.

Brittany Gordon from Kitsap County will also give a presentation on derelict vessels. He shared that we were alerted that the County is engaging in a process to surplus some of their properties they no longer need. We will keep watch for those properties. He was notified that he was successfully elected to the Washington City/County Managers Association (WCMA) Board of Directors, and he will be sworn in next week at the annual conference.

Assistant City Administrator Booher reported we will have our final exit interview with the State Auditor this Friday.

Planning and Economic Development Director Wright thanked the Mayor and Councilmember Thomas for coming to the Sip & Speak. They will walk the neighborhoods next. She shared they will have an '*Understanding Planning in Poulsbo*' series. They have had a lot of applications come in this summer. They are educating the public on land use process and how to get involved. The Notice of Application for the former bank building on 7th Avenue went out on Monday. There is a two-week comment period. Lastly, the Pinnacle project has drawn a lot of public attention. It was scheduled to go to the Planning Commission and Hearing Examiner in August. A fifth request for revisions was sent out for this project so they do not have any tentative meetings scheduled yet. They do have a web page where you can get the most up-to-date information on the project. They are currently awaiting revisions from the applicant. The project is a 42-acre site that touches BayWatch and Crystal View neighborhoods.

Parks and Recreation Director Ozimek shared pictures of the Summer Nights at the Bay schedule and past activities, the Poulsbo Drone Show over Liberty Bay flyer, the Poulsbo Event and Recreation Center (PERC) site visit, summer craft camp (fairy gardens) and Putt Putt Clash. Staff is monitoring the air quality index for camps. He addressed Mr. Millard's concerns regarding pickleball at Lions Field.

Public Works Director Lenius reported that Utilities Engineer Roberts and NPDES Coordinator Bowen were successful for obtaining a stormwater grant in the amount of $340,000 for Noll Middle. The gateway sewer project will start August 17th. She introduced the new building official, Matt Logue.

Building Official Logue gave an update on Oslo Apartments. They estimate three years for the build out of Oslo Apartments.

Public Works Superintendent Lund gave an update on the chip seal project.

Housing, Health and Human Services (HHH) Director Hendrickson shared about National Night Out (NNO) from her perspective from HHH. She shared a story about a rest park beneficiary who had the best night of his recent memory at NNO.

8) CONSENT AGENDA

8.a) BA #26-305 - Drone Show

Department: City Administrator

Cover Page

BA #26-305 - Drone Show

8.b) BA #26-304 and Consultant Contract - Front Street/3rd Avenue Couplet Analysis

Department: Engineering

Cover Page

BA #26-304_Downtown Couplet Study_pink

Task Order#12 - Expanded Downtown Couplet Study

Couplet Study

8.c) Excuse Councilmember Absence

Department: Administrative Services

Cover Page

8.d) Minutes of March 11, 2026, City Council Meeting

Department: Administrative Services

Cover Page

cm_2026-03-11

8.e) Minutes of March 18, 2026, City Council Meeting

Department: Administrative Services

Cover Page

cm_2026-03-18

8.f) Minutes of April 1, 2026, City Council Meeting

Department: Administrative Services

Cover Page

cm_2026-04-01

8.g) Minutes of April 8, 2026, City Council Meeting

Department: Administrative Services

Cover Page

cm_2026-04-08

8.h) Minutes of April 15, 2026, City Council Meeting

Department: Administrative Services

Cover Page

cm_2026-04-15

8.i) Minutes of May 6, 2026, City Council Meeting

Department: Administrative Services

Cover Page

cm_2026-05-06

8.j) Minutes of May 13, 2026, City Council Meeting

Department: Administrative Services

Cover Page

cm_2026-05-13

8.k) Minutes of May 20, 2026, City Council Meeting

Department: Administrative Services

Cover Page

cm_2026-05-20

8.l) Minutes of June 3, 2026, City Council Meeting

Department: Administrative Services

Cover Page

cm_2026-06-03

8.m) Minutes of June 10, 2026, City Council Meeting

Department: Administrative Services

Cover Page

cm_2026-06-10

8.n) Minutes of June 17, 2026, City Council Meeting

Department: Administrative Services

Cover Page

cm_2026-06-17

8.o) Minutes of July 1, 2026, City Council Meeting

Department: Administrative Services

Cover Page

cm_2026-07-01

8.p) Minutes of July 6, 2026, Special City Council Meeting

Department: Administrative Services

Cover Page

cm_2026-07-06

8.q) Minutes of July 8, 2026, City Council Meeting

Department: Administrative Services

Cover Page

cm_2026-07-08

Motion: to approve the consent agenda items a through q.
Action: approve, **Moved by** Britt Livdahl, **Seconded by** Michael Fitzpatrick.
Motion carried unanimously

9) BUSINESS AGENDA

9.a) SR305 Sewer Force Main - Right of Way Consultant Contract

Department: Engineering

Utilities Engineer Roberts presented the agenda item. Discussion was held.

Cover Page

RES Group NW ROW Services Contract_Jul 2026

Motion: to approve the Consultant Contract with RES Group NW in the amount of $30,430.23 for Right of Way Services on the SR305 Sewer Force Main project and authorize the Mayor to sign the contract on behalf of the City.
Action: approve, **Moved by** Doug Taber, **Seconded by** Michael Fitzpatrick.
Motion carried unanimously

*** * * MEETING BREAK * * ***

Mayor Stern recessed the meeting at 6:25 p.m. for a ten-minute break.

Mayor Stern reconvened the meeting at 6:35 p.m.

10) WORKSHOP AGENDA

10.a) Kitsap Community Resources Presentation

Department: Legislative

Kitsap Community Resources (KCR) Executive Director Tony Ives presented the agenda item. Discussion was held.

Cover Page

CNA_PRESENTATION - Poulsbo

10.b) Brand Unification Update

Department: City Administrator

City Administrator Gelder introduced Terri Batuello and Shilo Schroeder who have been contracted to work on the City's branding. They presented the project. Discussion was held.

Cover Page

Brandunification Council Brief_Aug 2026

10.c) Special Events Review

Department: Parks & Recreation

Parks and Recreation Director Ozimek presented the agenda item. Discussion was held.

Cover Page

September Special Events Packets Combined and Redacted

10.d) Request for Exemption on PMC 12.30.080 - Intoxicants - Poulsbrew Beer / Wine Garden

Department: Parks & Recreation

Parks and Recreation Director Ozimek presented the agenda item. Council concurred with moving this item to the 8/19/26 consent agenda.

Cover Page

Special Event Application Packet Poulsbrew 2026 combined Redacted

10.e) BA #26-xxx - Courtroom Door Replacement

Department: Municipal Court

Judge Davy presented the agenda item. Discussion was held. Council concurred with moving this to the 8/19/26 consent agenda.

Cover Page

10.f) Journal Technologies Case Management Software for the Municipal Court

Department: Municipal Court

Judge Davy and Court Administrator Knutsen presented the agenda item. Discussion was held. Council concurred with the request to move forward.

Cover Page

Journal Council Presentation_8.5.26

10.g) Public Works Facility Consultant Contract Amendment

Department: Public Works

Public Works Director Lenius presented the agenda item. Discussion was held. Consensus was given to move to 8/19/26 consent agenda.

Cover Page

E1_City of Poulso PW Maintenance Facility DD-Bid Proposal

10.h) Council Liaisons & Ad-Hoc Committees Re-selection

Department: Administrative Services

Administrative Services Director/City Clerk Fernandez presented the agenda item. Discussion was held. Changes were made to Peninsula Regional Transportation Planning Organization and Bainbridge Island Ad Hoc Committee.

Cover Page

2026 Council Committee Liaisons

10.i) Questions and Concerns of the Council / Future Agenda Items

Department: Administrative Services

Councilmember Fitzpatrick mentioned suggested changes to the Council Rules of Procedure for discussion and change in January 2027.

Councilmember Eckert would like to get the Suquamish flags for October's Native American Heritage proclamation on a future agenda

soon. Councilmember Eckert would also like his and Councilmember Fitzpatrick's names added to the Council communication item on Future Agenda items. He also mentioned that the City naming policy is not listed on the Future Agenda items and he does not want to lose track of that.

Cover Page

Future Agenda Items

11) CONTINUED PUBLIC COMMENT*

None.

12) MAYOR AND COUNCILMEMBER COMMENTS

None.

13) ADJOURNMENT

Motion: to adjourn
Action: adjourn, **Moved by** Doug Taber, **Seconded by** Leighton Thomas.
Motion carried unanimously

Mayor Stern adjourned the meeting at 8:53 p.m.

_____
Edward R. Stern, Mayor

ATTEST:

_____
Rhiannon Fernandez, CMC, City Clerk

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.c

MEETING DATE: November 18, 2026

AGENDA ITEM	Minutes of August 12, 2026, City Council Meeting
EXHIBITS	cm_2026-08-12
STAFFED BY	Fernandez
ESTIMATED TIME	1 min

SUMMARY STATEMENT

Attached are the draft minutes of the August 12, 2026, City Council Meeting for your review and approval. (Please note, the hyperlink version will be active when approved and posted on the website).

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: N/A

SAMPLE MOTION:

Move to approve the August 12, 2026, Council Meeting minutes as presented.

POULSBO CITY COUNCIL MEETING OF AUGUST 12, 2026

MINUTES

PRESENT: Ed Stern, Britt Livdahl, Doug Taber, Douglas Newell, Michael Fitzpatrick, and Rick Eckert

ABSENT: Leighton Thomas, and Pam Crowe

Staff attendance: Assistant City Administrator Booher, Housing, Health and Human Services Director Hendrickson, Police Chief Harding, Administrative Services Director/City Clerk Fernandez, City Engineer Ranes, Sergeant Houseberg, Senior Systems Administrator Anderson, City Administrator Gelder

1) 5:00 PM - CALL TO ORDER

Mayor Stern called the meeting to order at 5:00 p.m.

1.a) Land Acknowledgment

Department: Legislative

Councilmember Eckert read the Land Acknowledgment.

Cover Page

2) PLEDGE OF ALLEGIANCE

Mayor Stern led the Pledge of Allegiance.

3) AGENDA REVIEW

Mayor Stern stated the agenda stands as presented.

Motion: to approve the workshop agenda.
Action: approve, **Moved by** Michael Fitzpatrick, **Seconded by** Britt Livdahl.
Motion carried unanimously

4) PUBLIC COMMENT

None.

5) WORKSHOP AGENDA

5.a) WCIA Council Do's and Don'ts Training

Department: City Administrator

Ann Bennett, Executive Director of Washington Cities Insurance Authority (WCIA), presented the training.

Cover Page

2026-Council Do's and Don'ts Poulsbo- Ann Bennett

5.b) Derelict Vessel Program Presentation

Department: City Administrator

Brittany Gordon, with Kitsap County, presented the agenda item. Discussion was held.

Cover Page

Poulsbo City Council- Derelict Vessel Presentation

At 6:37 p.m., Mayor Stern recessed the meeting.

At 6:45 p.m., Mayor Stern reconvened the meeting.

5.c) Update: Notice of Funding Opportunity for STEP Housing

Department: Housing, Health, and Human Services

Health and Human Services Director Hendrickson presented the agenda item. Discussion was held.

Cover Page

5.d) Update: City of Poulsbo Homeless to Housed Action Plan

Department: Housing, Health, and Human Services

Health and Human Services Director Hendrickson and Police Chief Harding gave a presentation. Discussion was held.

Cover Page

Homelessness to Housed Action Plan-DRAFT

5.e) Questions and Concerns of the Council / Future Agenda Items

Department: Administrative Services

Councilmember Fitzpatrick mentioned Lodging Tax Advisory Committee (LTAC) recommendations will be coming next week.

Councilmember Newell would like to discuss what future agenda items they want prioritized in the next 4-5 months prior to year end. He suggested maybe moving the future agenda discussion to earlier in one of the council meetings.

Councilmember Livdahl congratulated the Peninsula High School students for the success of the light drone show last night. The City may want to allocate funding for a better Public Address (PA) system.

Cover Page

Future Agenda Items

6) CONTINUED PUBLIC COMMENT*

None.

7) ADJOURNMENT

Motion: to adjourn
Action: adjourn, **Moved by** Doug Taber, **Seconded by** Britt Livdahl.
Motion carried unanimously

Mayor Stern adjourned the meeting at 7:50 p.m.

_____
Edward R. Stern, Mayor

ATTEST:

_____
Rhiannon Fernandez, CMC, City Clerk

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.d

MEETING DATE: November 18, 2026

AGENDA ITEM	Minutes of August 19, 2026, City Council Meeting
EXHIBITS	cm_2026-08-19
STAFFED BY	Fernandez
ESTIMATED TIME	1 min

SUMMARY STATEMENT

Attached are the draft minutes of the August 19, 2026, City Council Meeting for your review and approval. (Please note, the hyperlink version will be active when approved and posted on the website).

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: N/A

SAMPLE MOTION:

Move to approve the August 19, 2026, Council Meeting minutes as presented.

POULSBO CITY COUNCIL MEETING OF AUGUST 19, 2026

MINUTES

PRESENT: Ed Stern, Britt Livdahl, Doug Taber, Douglas Newell, Michael Fitzpatrick, Leighton Thomas, Pam Crowe, and Rick Eckert

ABSENT: None.

Staff Present: City Administrator Gelder, Assistant City Administrator Booher, Parks and Recreation Director Ozimek, Police Chief Harding, Public Works Director Lenius, Public Works Supervisor Lund, Utilities Engineer Roberts, Engineering Technician Washburn, City Engineer Ranes, Recreation Manager Kris Goodfellow, Administrative Services Director/City Clerk Fernandez and IT Director Riendl.

1) 5:00 PM - CALL TO ORDER

Mayor Stern called the meeting order at 5:00 p.m.

1.a) Land Acknowledgment

Department: Legislative

Councilmember Fitzpatrick read the Land Acknowledgment.

Cover Page

2) PLEDGE OF ALLEGIANCE

Mayor Stern led the Pledge of Allegiance.

3) AGENDA REVIEW

Mayor Stern noted the agenda stands as presented.

Motion: to accept the agenda.
Action: accept, **Moved by** Michael Fitzpatrick, **Seconded by** Britt Livdahl.
Motion carried unanimously

4) PUBLIC COMMENT

Written comment received by Joey Soller regarding downtown paid parking.

Judee Daniels and Vicky Bockelman, President of North Kitsap Senior Center,

presented Parks and Recreation Director Ozimek and his team with a Certificate of Appreciation for their partnership and collaboration for providing meeting space during the Senior Center remodel.

Sandy Kolbeins, The Loft Owner and Historic Downtown Poulsbo Association (HDPA) Parking and Committee Chair, shared his perspective of the launch on Saturday for the paid parking program. He did ask on Friday if anyone was going to be downtown to talk to people and the answer was no. He thinks the City can learn from this experience. He felt a lot was missed in the hurry to launch the paid parking program. The merchants are their partners, not their adversaries.

Michelle Rayman, speaking not as a representative of Kitsap Rowing Association but as a long time Poulsbo resident, spoke regarding requiring volunteers to pay for parking to work for a community non-profit isn't desirable. She requests consideration of a parking fee exemption.

5) MAYOR'S REPORT AND COUNCIL COMMENTS

5.a) Proclamation to Declare August 26, 2026 - Women's Equality Day

Department: Administrative Services

Mayor Stern proclaimed Women's Equality Day and Councilmember Thomas read the proclamation into the record.

Cover Page

2026-19 Women's Equality Day

5) MAYOR'S REPORT AND COUNCIL COMMENTS

Councilmember Crowe said she appreciates the public comments that have been shared and said this is a learning opportunity and we need to course correct on implementing things that have been put into place.

Councilmember Newell discussed paid parking and looking forward to implementing next steps.

Councilmember Taber said he knows downtown parking is on a lot of people's minds and shared some parking facts and the process the City undertook along the way.

Councilmember Livdahl shared in the disappointment of how paid parking was rolled out and hopes to learn from it.

Councilmember Thomas also shared her frustration and opportunities to improve communication efforts.

Councilmember Fitzpatrick shared his appreciation of the drone show last week and thanked the students for their work. He volunteered at the Resource Recovery Cafe (RRC) last week and encouraged others to volunteer if they are able to. He shared today is the Cafe's one year birthday. He thanked the staff for all of the work they have done in implementing paid parking. He shared some positive parking facts such as paying in 30-minute increments. You don't have to use all the time you book in the app. You can end your parking session early and get refunded the difference. The city is paying the vendor fee, not passing it onto the public. Anderson Parkway will not have paid parking on Tuesdays and holidays. There are no time limits on those days. He hopes the community gives the City a year to work out the kinks of the program. There were challenges over the weekend. He looks forward to future discussion from the City Administrator and Mayor.

Councilmember Eckert said this weekend was Chief Seattle Days in Suquamish. He shared his thoughts on parking. The City needs to have a communication staff member full time. He shared how to reach the council via email or city cell phone and he would like to have constructive conversations about concerns of the public.

Mayor Stern shared the success of the drone show on the final night of the summer concert series put on by the Peninsula High School. He shared a suggestion of keeping the drone show as the concert series final event each year. It would make it easier on law enforcement and the show can start earlier in the evening due to earlier sunsets later in the summer. Mayor Stern noted that what we now call Poulsbo is where a major seasonal campsite was for the Suquamish Tribe. This area was the only path connecting the Longhouse on land to any one site. Banners will be put up in October that the Tribe designed to celebrate the Suquamish Tribe. He thanked Councilmember Eckert for his role in this and the Intergovernmental Committee for their continued efforts to strengthen our relationship with the Suquamish Tribe.

6) BOARD, COMMISSION, & OUTSIDE AGENCY REPORTS

Councilmember Newell noted that the Blue Ribbon Commission Committee met yesterday afternoon. A lot of the discussion was about what things they can convey to our representatives for the upcoming session. They also talked about a limited employer survey to understand better who is the workforce that is potentially insecure in their housing or desiring better housing. He attended a Port of Poulsbo meeting and they are working through their budget. Their overnight moorage is down 25% and diesel fuel sales are down 40%. The price of fuel is high and that is one of the things people cut back on first. He said there are challenges to our community with the increase in prices. As we

increase prices there is a real impact and people react.

Councilmember Taber attended the Kitsap Economic Development Alliance (KEDA) accelerator meeting. He shared some of what they do.

Councilmember Livdahl reported on the Historic Downtown Poulsbo Association (HDPA) Board meeting. Their discussions included parking, marketing, budget and Christmas preparations.

Councilmember Fitzpatrick attended the North Kitsap Senior Center annual meeting. Their number one priority is to do outreach to generate more interest in the center. The renovations are completed and they are ready to invite more members to come join them.

Councilmember Eckert attended the Mayor's Ad-Hoc Finance Committee meeting. Mayor Stern, Councilmember Newell and Councilmember Eckert met with the Executive Director of the Shipyard.

Mayor Stern shared they met with Shipyard Director Jennifer Herbig at her request here at City Hall to learn about the $10 billion expansion the Navy is doing locally.

7) CITY ADMINISTRATOR AND DEPARTMENT HEAD COMMENTS

City Administrator Gelder thanked them all for the opportunity to attend the Washington City/County Management Association (WCMA) Conference last week. He shared some interesting sessions he attended. It was also his first Board Meeting he attended as a Board Member. He shared a recap of Saturday's parking implementation issues and the steps that happened that day.

Public Works Director Lenius shared they have been working on negotiations with Bainbridge Disposal for solid waste. Financial Consultant Services Group analyzed our rates both without solid waste and with the increased costs at the Central Kitsap Waste Water Treatment Plant for their project. There has been a request to put a couple of tables out on the sidewalk in front of Aegir's downtown storefront.

Public Works Supervisor Lund provided an update on the 2026 Scrub Seal project on the neighborhood streets.

Parks and Recreation Director Ozimek introduced two new Parks and Recreation team members to Council. Poulsbo Parks and Trails Foundation will be coming to a Council meeting in October with some great news. He shared pictures of the Poulsbo Pollinator team working in one of the pollinator gardens and thanked the Poulsbo Pollinators team for their continued care of the gardens.

Police Chief Harding provided an update on a derelict vessel removal. There will be an amendment to the budget amendment for the total cost of its removal to be brought to the consent agenda at the next meeting.

8) CONSENT AGENDA

8.a) Excuse Councilmember Absences

Department: Administrative Services

Cover Page

8.b) Journal Technologies Case Management Software for the Municipal Court

Department: Municipal Court

Cover Page

Journal Council Presentation_8.5.26

8.c) Request for Exemption on PMC 12.30.080 - Intoxicants - Poulsbrew Beer / Wine Garden

Department: Parks & Recreation

Cover Page

Special Event Application Packet Poulsbrew 2026 combined Redacted

8.d) Public Works Facility Consultant Contract Amendment

Department: Public Works

Cover Page

Amendment 1 - PW Maintenance Facilty_Design through Bidding

8.e) Payable Disbursements for June 2026

Department: Finance

Cover Page

06 June Disbursement Register

06 June Check Register

06 June EFT Register

8.f) Payable Disbursements for July 2026

Department: Finance

Cover Page

07 July Disbursement Register

07 July Check Register

07 July EFT Register

Motion: to approve the consent agenda items a through f
Action: approve, **Moved by** Michael Fitzpatrick, **Seconded by** Leighton Thomas.
Motion carried unanimously

9) BUSINESS AGENDA

9.a) Irrigation Regulations - PMC Chapter 13.12

Department: Engineering

Utilities Engineer Roberts presented the agenda item. Discussion was held.

Cover Page

Draft PMC 13.12 (EDITS) - Proposed Irrigation Code Revisions

PMC Chapter 13.12 (CLEAN) - Proposed Irrigation Code Revisions

PMC 13.12 - Proposed Irrigation Code Revisions - Water Conservation

Motion: to approve proposed code revisions to Poulsbo Municipal Code Chapter 13.12 - Irrigation Regulations and direct staff to bring forward an ordinance to adopt the code changes.
Action: approve, **Moved by** Doug Taber, **Seconded by** Michael Fitzpatrick.
Motion carried unanimously

9.b) Front Street Reconstruction - Survey Consultant Contract

Department: Engineering

Utilities Engineer Roberts presented the agenda item. Discussion was held.

Cover Page

Task Order#5 -Front Street Survey & Basemap

Motion: to approve task authorization #5 with Psomas Inc. in the amount of $116,602 for the Front Street Reconstruction Survey and Basemap project and authorize Mayor to sign task authorization on behalf of the City.
Action: approve, **Moved by** Britt Livdahl, **Seconded by** Pam Crowe.
Motion carried unanimously

9.c) Plateau at Liberty Bay Final Plat

Department: Engineering

Engineering Technician Washburn presented the agenda item. Discussion was held.

Cover Page

Plateau Final Plat Staff Report - Engineering and PW

CC&Rs for The Plateau at Liberty Bay 4915-2359-2883.10

15022-D-SURV-PLAT-2026-08-10

Plateau at Liberty Bay Final Plat Presentation

Motion: to approve the Plateau at Liberty Bay Final Plat
Action: approve, **Moved by** Britt Livdahl, **Seconded by** Doug Taber.
Motion carried unanimously

9.d) Ordinance No. 2026-10 - 2nd Quarter 2026 Budget Amendments

Department: Finance

Assistant City Administrator Booher presented the agenda item.

Mayor Stern asked for any public comment. No comments were received.

Discussion was held.

Cover Page

Ordinance No. 2026-10 2nd Quarter 2026 Budget Amendments

Exhibit A 2025-2026 2nd Quarter Budget Amendment Oridnance

2nd Quarter 2026 Ordinance Memo

Motion: to approve Ordinance No. 2026-10 an ordinance of the City of Poulsbo, WA, amending the 2025-2026 biennial budget adopted by Ordinance No. 2024-19 to revise the revenues and appropriations regarding certain funds and approving an ordinance summary for publication.
Action: approve, **Moved by** Britt Livdahl, **Seconded by** Leighton Thomas.
Motion carried unanimously

9.e) Tree Board Appointment

Department: Administrative Services

Administrative Services Director/City Clerk Fernandez presented the agenda item.

Cover Page

TB - Nolet, Amy_Redacted

Motion: to confirm the Mayor's appointment to the Tree Board as presented.
Action: confirm, **Moved by** Leighton Thomas, **Seconded by** Doug Taber.
Motion carried unanimously

*** * * MEETING BREAK * * ***

Mayor Stern recessed the meeting at 7:00 p.m. for a ten-minute break.

Mayor Stern reconvened the meeting at 7:10 p.m.

10) WORKSHOP AGENDA

10.a) Waterfront Park Level of Service

Department: Parks & Recreation

Parks and Recreation Director Ozimek presented the agenda item. Discussion was held.

Cover Page

Highlights from Custom Report - Insights - Placer AI - Waterfront Past - Past 12 Months - 8.13.26

MIW Park Turf - 8.13.26

10.b) Parks & Recreation - Cost Recovery & Analytics Presentation

Department: Parks & Recreation

Parks and Recreation Director Ozimek presented the agenda item. Discussion was held.

Cover Page

Power BI Presentation - 8.19.26

10.c) LTAC's Recommendation for Funding Priorities

Department: Parks & Recreation

Parks and Recreation Director Ozimek and Councilmember Fitzpatrick presented the agenda item. Discussion was held.

Cover Page

LTAC Council Priorities Discussion (19 August 2026)

10.d) BA #26-307 - 2026 WTSC Grant Radar Equipment

Department: Police

Police Chief Harding presented the agenda item. Council concurred with moving this item to the 9/2/26 consent agenda.

Cover Page

BA #26-307 - 2026 WTSC Grant Radar Equipment

10.e) BA #26-306 - 2026 WA AGO SAKI Refrigeration Unit Grant

Department: Police

Police Chief Harding presented the agenda item. Council concurred with moving this item to the 9/2/26 consent agenda.

Cover Page

BA #26-306 - 2026 WA AGO SAKI Project Refrigeration Unit Grant

10.f) Questions and Concerns of the Council / Future Agenda Items

Department: Administrative Services

Councilmember Eckert moved to extend the meeting to complete the agenda. Councilmember Livdahl seconded the motion.

Cover Page

Future Agenda Items

Motion: to continue the meeting to complete the agenda.
Action: continue, **Moved by** Rick Eckert, **Seconded by** Britt Livdahl.
Motion carried unanimously

11) CONTINUED PUBLIC COMMENT*

Greg Enright discussed the grass at Raab Park. There has got to be a grass that will last with people walking on it. He doesn't think tents are the issue, but it's the watering. In the past the grass was watered Thursday night before the Poulsbo Art Walk event. Years ago they needed to bring more things to Poulsbo to bring tourism. Now that we have it, we need to bring it somewhere else. People come to Poulsbo because of the location. It would be nice to say you can move events, but unless you get a nice view, it's the park they come to. This needs to be driven by data.

12) MAYOR AND COUNCILMEMBER COMMENTS

None.

13) ADJOURNMENT

Motion: to adjourn
Action: adjourn, **Moved by** Britt Livdahl, **Seconded by** Douglas Newell.
Motion carried unanimously

Mayor Stern adjourned the meeting at 9:17 p.m.

_____
Edward R. Stern, Mayor

ATTEST:

_____
Rhiannon Fernandez, CMC, City Clerk

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.e

MEETING DATE: November 18, 2026

AGENDA ITEM	Minutes of September 2, 2026, City Council Meeting
EXHIBITS	cm_2026-09-02
STAFFED BY	Fernandez
ESTIMATED TIME	1 min

SUMMARY STATEMENT

Attached are the draft minutes of the September 2, 2026, City Council Meeting for your review and approval. (Please note, the hyperlink version will be active when approved and posted on the website).

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: N/A

SAMPLE MOTION:

Move to approve the September 2, 2026, Council Meeting minutes as presented.

POULSBO CITY COUNCIL MEETING OF SEPTEMBER 2, 2026

MINUTES

PRESENT: Ed Stern, Britt Livdahl, Doug Taber, Douglas Newell, Michael Fitzpatrick, Leighton Thomas, Pam Crowe, and Rick Eckert

ABSENT: None.

Staff attendance: City Administrator Gelder, Assistant City Administrator Booher, Housing, Health and Human Services Director Hendrickson, Parks and Recreation Director Ozimek, Planning and Economic Development Director Wright, Police Chief Harding, Public Works Superintendent Lund, Special Events Coordinator Hasche, IT Director Riendl, Administrative Services Director/City Clerk Fernandez

1) 5:00 PM - CALL TO ORDER

1.a) Land Acknowledgment

Department: Legislative

Councilmember Livdahl read the Land Acknowledgment.

Cover Page

2) PLEDGE OF ALLEGIANCE

Mayor Stern led the Pledge of Allegiance.

3) AGENDA REVIEW

Mayor Stern noted changes have been made to an updated agenda.

Motion: to approve the updated agenda.
Action: approve, **Moved by** Michael Fitzpatrick, **Seconded by** Pam Crowe.
Motion carried unanimously

4) PUBLIC COMMENT

Curtis Vincent, Sons of Norway President, presented a Resolution of Appreciation and voting paddles to the Mayor, Council, Police Chief and City Administrator for the support provided to the Sons of Norway Convention held in Poulsbo this year.

Paula Strid spoke regarding the downtown parking program that isn't inclusive to those who don't have phones or smartphones. This is costly for families who are facing tough economic times to be able to come downtown and enjoy the area. She volunteers at Fishline and noted many young military families come to them for assistance.

Martin Bydalek shared his concerns regarding the parking program.

5) MAYOR'S REPORT AND COUNCIL COMMENTS

5.a) Proclamation to Declare September 15th to October 15th, 2026 - Hispanic Heritage Month

Department: Administrative Services

Mayor Stern proclaimed September 15th -October 15th as Hispanic Heritage Month. Mayor Stern read the English version of the proclamation into the record. Patty Velez, interpreter, read the Spanish version of the proclamation into the record. Mayor Stern presented the Esparza family with the proclamation.

Cover Page

2026-20 Hispanic Heritage Month

Councilmember Livdahl reminded the public that 65% of parking downtown is free. If you have a handicapped placard, you are exempt from these new regulations. Kids are back in school. Please watch for kids and buses and be safe.

Councilmember Eckert thanked the speakers and guests. He said he understands the issues young military families face. As a single income military family you are probably receiving public assistance. He mentioned working towards designations for Purple Heart citizens or veterans parking. They adopted being a Purple Heart city four years ago.

Councilmember Crowe shared two events taking place. "Learning For All" held by Kitsap Regional Library and Olympic College and "Reflecting on the 1st Amendment" being held at the Poulsbo Library.

Councilmember Fitzpatrick thanked the Mayor for honoring Hispanic Heritage Month in a thoughtful way. He thanked the public for sharing their experiences with parking. He thanked the City for publishing a new parking information sheet. He hopes it helps answer questions regarding the new program. He and Councilmember Thomas joined the Poulsbo Marine Unit and toured Liberty Bay. They learned about derelict vessels and the need for pump out programs.

The Senior Center is reopened and there is a ribbon cutting on September 23rd at 4:00 p.m. In October he will be leading a discussion on the Constitution.

Councilmember Thomas echoed gratitude to the Police Department for allowing them on the boat-along. She spent some time downtown speaking to community members about some of the challenges they are seeing with parking. She thanked those who shared details about what can be improved upon for the parking program.

Councilmember Taber shared his appreciation for the Proclamation and the public comments received tonight.

Mayor Stern shared that the County is anticipating and considering an additional 1/10th of 1% sales tax county-wide for public safety services. He acknowledged the different increases the city has imposed over the years including utility rates, traffic cams, Business & Occupation (B&O) taxes and paid parking. All of the programs have good purposes. He shared that in 1999 property taxes were taken from 6% to a maximum of 1% increase per year. Nothing has remained at a 1% increase. He shared the good of the decisions but asked the Council to look at the totality of revenue increases when they look at the budget. He discussed the paid parking fee and asked the Council to consider the totality of the increases. He requested the Council to consider the threshold of the B&O taxes be raised to a quarter million-dollar exemption threshold. He asked that the consideration of car tab increases be deferred at this time. For paid parking, there will be tweaks made, but largely he is asking the evaluation of the program be delayed to late winter or early spring so they can deal with the totality of the suggestions at one time.

6) BOARD, COMMISSION, & OUTSIDE AGENCY REPORTS

Councilmember Eckert added that the Mayor's comments were not fair to the Council and they would be a budget discussion.

Councilmember Taber shared the Art Committee will have three meetings in the next two quarters.

7) CITY ADMINISTRATOR AND DEPARTMENT HEAD COMMENTS

City Administrator Gelder reconfirmed for Council, as well as community members, that listening and understanding has been a key tenet of staff in trying to understand the concerns, issue and angst with all things related to parking. We have made every effort to make sure we incorporate that in the way things are rolled out in the paid parking program. They have updated the infographics. It has been hard to communicate when the program was in flux. They will continue to develop tools to reach people. They are going to partner with the downtown business owners as well to get more of that information

out.

There were comments shared about getting to a certain point closer to the end of the paid parking time. They worked with ParkMobile to make sure the programming was in place to get notifications when the paid parking was not in effect before they had to go through the whole process. They continue to adapt and move the program forward. They have had a very busy couple of weeks. In the first two weeks of ParkMobile being in place there were 8,777 parking sessions being initiated in the lot. Tomorrow will be the annual employee BBQ.

Assistant City Administrator Booher said they have made a selection on a vendor for the Enterprise Resource Planning (ERP) software. Now they will start contract negotiations with the vendor.

Housing, Health and Human Services Director Hendrickson shared how AMFM Health Care Services has helped her create local services over the years. They just opened a residential treatment facility in Poulsbo called the Viking House. It is a six-bed residential mental health treatment facility.

Parks and Recreation Director Ozimek shared a new sign that was installed for the Parks and Recreation facility by the Public Works Crew. He shared about two grants that have been submitted and one grant that will be submitted shortly.

Planning and Economic Development Director Wright shared that the Sinclair caretaker's unit was selected by Kitsap Builder's Association (KBA) to be included in the parade of homes happening October 3rd and 4th. This showcases homes that have been custom built, remodeled, outdoor living spaces and used energy efficient technology. The Mayor's Blue Ribbon Commission (BRC) was selected for a session at the Director's Conference.

Police Chief Harding said City Administrator Gelder has given them the charge for the team leading the parking program to be adaptive. They appreciated the comments about the high signage that is mandated by code. They need the feedback, they take it seriously, and they use it to make it better.

Public Works Superintendent Lund noted they follow the Manual on Uniform Traffic Control Devices (MUTCD) for signage requirements. They will come up with a few different ideas to help the problem. They are done with the neighborhood streets project for this year. The stripers will come back and finish a little bit of striping that is left.

IT Director Riendl shared that they improved the audio upgrades for the chambers.

8) CONSENT AGENDA

8.a) BA #26-307 - 2026 WTSC Grant Radar Equipment

Department: Police

Cover Page

BA #26-307 - 2026 WTSC Grant Radar Equipment

8.b) BA #26-306 - 2026 WA AGO SAKI Refrigeration Unit Grant

Department: Police

Cover Page

BA #26-306 - 2026 WA AGO SAKI Project Refrigeration Unit Grant

8.c) Ordinance No. 2026-11 - PMC 13.12 Irrigation Code Changes

Department: Engineering

Cover Page

Ordinance No. 2026-11 - PMC 13.12 Irrigation Code Changes

Ordinance No. 2026-11 - Attachment A

8.d) Noll Road Improvements Middle Segment Right Of Way Acquisition

Department: Engineering

Cover Page

Acquisition Map

Crawford Voucher

Motion: to approve consent agenda items a through d.
Action: approve, **Moved by** Britt Livdahl, **Seconded by** Leighton Thomas.
Motion carried unanimously

9) BUSINESS AGENDA

9.a) Suquamish Flag/Banners Display Request

Department: City Administrator

Councilmember Eckert presented the agenda item. Discussion was held.

Cover Page

paddlebanners-FINAL

Motion: to approve the printing of Suquamish Banners with up to $2,500 from the Council budget to include printing and installation, and to display the banners on downtown city-owned fixtures from October 1-30, 2026 and then to be replaced by the American Flag Banners in honor of Veterans' Day through November 30, 2026.
Action: approve, **Moved by** Rick Eckert, **Seconded by** Britt Livdahl.
Motion carried unanimously

9.b) BA #26-309 - Professional Services Agreement with Kat's Cottage, LLC

Department: Housing, Health, and Human Services

Housing, Health and Human Services Director Hendrickson presented the agenda item. Discussion was held.

Cover Page

Professional Services Contract - Kat's Cottage 4934-5393-7868.1

BA #26-309 Kitsap County BA for Mental Health Services

Motion: to approve BA #26-309 and the Professional Services Agreement with Kat's Cottage, LLC.
Action: approve, **Moved by** Douglas Newell, **Seconded by** Britt Livdahl.
Motion carried unanimously

*** * * MEETING BREAK * * ***

At 6:35pm, Mayor Stern recessed the meeting for a ten-minute break.

At 6:47pm, Mayor Stern reconvened the meeting.

10) WORKSHOP AGENDA

10.a) Special Events Review

Department: Parks & Recreation

Special Events Coordinator Hasche presented the agenda item. Discussion was held.

Cover Page

October 2026 Special Events Packets_Combined and Redacted

10.b) Code Compliance Position Update

Department: Planning

Planning and Economic Development Director Wright and City Administrator Gelder presented the agenda item. Discussion was held.

Cover Page

10.c) 2027-2028 Council Working Goals

Department: Legislative

Assistant City Administrator Booher and Administrative Services Director/City Clerk Fernandez presented the agenda item. Discussion was held.

Cover Page

2025-2026 Council Goals.pdf

10.d) Questions and Concerns of the Council / Future Agenda Items

Department: Administrative Services

Councilmember Livdahl thinks there was some misunderstanding in the last budget cycle regarding the Historical Downtown Poulsbo Association (HDPA) and watering. The City used to contribute $6,000 towards the watering costs but somehow that has stopped. She had a productive conversation with the Mayor and the City Administrator about this. City Administrator Gelder shared that he has filled out a budget request that will be before Council as part of the budget process to appropriate funding to do the planters and watering.

Councilmember Fitzpatrick discussed paid parking fines.

Councilmember Crowe asked for concurrence from Council for spending up to $1,800 for the Community Book Read.

Councilmember Taber noted he would not be opposed to bringing the parking fines to $40. In regard to the Business and Occupation tax change he would like to see that as part of a series of affordability conversations.

Cover Page

Future Agenda Items

11) CONTINUED PUBLIC COMMENT*

None.

12) MAYOR AND COUNCILMEMBER COMMENTS

None.

13) ADJOURNMENT

Motion: to adjourn
Action: adjourn, **Moved by** Britt Livdahl, **Seconded by** Douglas Newell.
Motion carried unanimously

Mayor Stern adjourned the meeting at 8:17 p.m.

_____
Edward R. Stern, Mayor

ATTEST:

_____
Rhiannon Fernandez, CMC, City Clerk

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.f

MEETING DATE: November 18, 2026

AGENDA ITEM	Minutes of September 9, 2026, City Council Meeting
EXHIBITS	cm_2026-09-09
STAFFED BY	Fernandez
ESTIMATED TIME	1 min

SUMMARY STATEMENT

Attached are the draft minutes of the September 9, 2026, City Council Meeting for your review and approval. (Please note, the hyperlink version will be active when approved and posted on the website).

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: N/A

SAMPLE MOTION:

Move to approve the September 9, 2026, Council Meeting minutes as presented.

POULSBO CITY COUNCIL MEETING OF SEPTEMBER 9, 2026

MINUTES

PRESENT: Ed Stern, Britt Livdahl, Douglas Newell, Leighton Thomas, Michael Fitzpatrick, Pam Crowe, and Rick Eckert

ABSENT: Doug Taber

City Administrator Gelder, Assistant City Administrator Booher, Public Works Director Lenius, City Engineer Ranes, Utilities Engineer Roberts, Parks and Recreation Director Ozimek, Contract Administrator Manager Zieman, Senior Systems Administrator Anderson and Administrative Services Director/City Clerk Fernandez.

1) 5:00 PM - CALL TO ORDER

Mayor Stern called the meeting to order at 5:00 p.m.

1.a) Land Acknowledgment

Department: Legislative

Councilmember Newell read the Land Acknowledgment.

Cover Page

2) PLEDGE OF ALLEGIANCE

Mayor Stern led the Pledge of Allegiance.

3) AGENDA REVIEW

Motion: to approve the agenda as presented.
Action: approve, **Moved by** Britt Livdahl, **Seconded by** Leighton Thomas.
Motion carried unanimously

4) PUBLIC COMMENT

Ken Lord spoke regarding the problems that people are facing trying to park. He feels it is killing the merchants and that the regulars are leaving. He suggested the merchants come down and share their profit and loss before and after paid parking. He recommended looking at what Port Townsend does regarding parking and suggests abandoning the project until they fix it.

5) WORKSHOP AGENDA

5.a) 8th Avenue Realignment Project Consultant Contract

Department: Engineering

City Engineer Ranes presented the agenda item. Discussion was held. Council concurred with moving this to the 9/16/26 consent agenda for council approval.

Cover Page

8thAveRealign_Contract_Draft_2026-08-28

2026-09-09 - 8th Ave Realignment Consultant Contract

5.b) Solid Waste Update

Department: Engineering

Public Works Director Lenius presented the agenda item. Discussion was held.

Cover Page

Poulsbo Solid Waste Collection Contract RFP Process Update 9-9-26

5.c) Capital Improvements Plan (CIP) Presentations

Department: Finance

Assistant City Administrator Booher, Parks and Recreation Director Ozimek, City Engineer Ranes, Utilities Engineer Roberts gave the CIP presentations. Discussion was held.

Cover Page

CIP Presentation 2027-2028-1

Mayor Stern recessed the meeting at 6:31 p.m. for a five-minute break. At 6:37 p.m., Mayor Stern reconvened the meeting.

5.d) Utility Rate Update

Department: Public Works

Public Works Director Lenius and Utilities Engineer Roberts presented the agenda item. Discussion was held.

Cover Page

Utility Rate Update_9.9.26

5.e) Questions and Concerns of the Council / Future Agenda Items

Department: Administrative Services

Councilmember Newell noted that next week there is an opportunity to talk about the future agenda and there is a conversation about affordability. He asks that increases to our sewer and water be a part of the affordability discussion in addition to other taxes and fees that are impacting us as a city. He feels it is warranted to take some time next week to discuss what it is that is driving the higher cost of going out here in Poulsbo versus another similar sized city.

Cover Page

Future Agenda Items

6) CONTINUED PUBLIC COMMENT*

Mike Regis suggested looking at the old City records before making improvements to sites like the Moe Street trail.

7) ADJOURNMENT

Motion: to adjourn
Action: adjourn, **Moved by** Britt Livdahl, **Seconded by** Rick Eckert.
Motion carried unanimously

Mayor Stern adjourned the meeting at 7:24 p.m.

_____
Edward R. Stern, Mayor

ATTEST:

_____
Rhiannon Fernandez, CMC, City Clerk

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.g

MEETING DATE: November 18, 2026

AGENDA ITEM	Minutes of September 16, 2026, City Council Meeting
EXHIBITS	cm_2026-09-16
STAFFED BY	Fernandez
ESTIMATED TIME	1 min

SUMMARY STATEMENT

Attached are the draft minutes of the September 16, 2026, City Council Meeting for your review and approval. (Please note, the hyperlink version will be active when approved and posted on the website).

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: N/A

SAMPLE MOTION:

Move to approve the September 16, 2026, Council Meeting minutes as presented.

POULSBO CITY COUNCIL MEETING OF SEPTEMBER 16, 2026

MINUTES

PRESENT: Ed Stern, Britt Livdahl, Doug Taber, Douglas Newell, Leighton Thomas, Michael Fitzpatrick, and Rick Eckert

ABSENT: Pam Crowe

City Administrator Gelder, Housing, Health, and Human Services Director Hendrickson, Public Works Director Knickerbocker, Public Works Superintendent Lund, Transportation Engineer Bateman, Planning and Economic Development Director Wright, Planning Intern Franklin, Contract Administrator Manager Ziemann, Utilities Engineer Roberts, Court Administrator Knutsen, Administrative Assistant Wortman, Senior Judicial Specialist Walker, Public Works Office Manager Wood, City Engineer Ranes, Engineering Technician Washburn, IT Director Riendl, Administrative Services Director/City Clerk Fernandez, Parks Coordinator Cornette, Police Chief Harding, Judge Davy, Sergeant Bogues, Admin/Fiscal Assistant Strum, Judicial Specialist Ventrice, Behavioral Health Navigator Sutton, Recovery Resource Center Manager Wax, Officer Black, Recovery Cafe Coordinator Anderson, Building Official Logue, Building Inspector ll Sorenson.

1) 5:00 PM - CALL TO ORDER

Mayor Stern called the meeting to order at 5:00 p.m.

1.a) Land Acknowledgment

Department: Legislative

Councilmember Taber read the Land Acknowledgment.

Cover Page

2) PLEDGE OF ALLEGIANCE

Mayor Stern led the Pledge of Allegiance.

3) AGENDA REVIEW

Mayor Stern noted item 8c needs to be pulled from the Agenda.

Motion: to approve the agenda as amended.
Action: approve, **Moved by** Michael Fitzpatrick, **Seconded by** Britt Livdahl.

Motion carried unanimously

4) PUBLIC COMMENT

Written comments regarding the Streatery permits received by H. Babrak, A. Padula, G. Bouma, The Homegrown Connoisseur, J. Jacobsen, T. Jacobs, K. Marstaller, J. Plant, K. Hunt, K. Vickery, D. Weinbaum, A. Rosado, B. Sheen, K. Allen, K. Sheen, D. Stimac, P. Hedgpeth, E. Kottre, T. Cullen, K. Turner, O. Ciezadlo, E. Sebald, B. Da Rosa, J. Ciezadlo, J. Clotfelter, L. Nolen, N. Lobuzzetta, R. Larson, A. Nichols, M.S. Weaver, K. Clark, K. Keller, B. Huffman, A. Rodenko, J. Huffman, M. Kimple, L. Dunn, L. Hensley, J. Hensley, D. West, L. Vanzanten, D. Carlson, S. Sabari, R. Christopher, K. Quade, M. Skanis, B. Edgren, K. Spadafore, S. Rayner, G. McVey, K. Baker, C. Gifford, G. Koenig, A. Overton, T. Walker, A. Kommann, L. Haley, T. Brewster, K. Andrae, M.A. Marshall-Wright, G. Smeland, M. Dwyer, A. Cordova, T. Cullen, A. Bolles, K. Goddard, C. & M. Whiting, D. Smeland, T. Swift, A. Boynton Glover, A. Greenawalt, C. Fox-Hughes, N. Williams, C. Bracher, Q. Arana, K. Sleder, M. Thornquist, R. Jansen.

Jay Huffman, co-owner of the Sip, spoke in support of keeping the Streatery Program.

David Ballard spoke regarding challenges with the parking program and getting ticketed while he was trying to pay for his parking.

Kathy Long, State 42 Wines owner, read a Facebook post regarding the streatery program. She thanked the Council for the years they have been allowed to have the outdoor space. They would like to have clear expectations and a long-term view for the program as the city moves to be more pedestrian based in the downtown area.

Brook Huffman, co-owner of SIP and Historic Downtown Poulsbo Association (HDPA) Board member, spoke in support of the streatery program.

Rachel Cornette thanked the Council for having the North Kitsap Resource and Recovery Center and Cafe (NKRCC) and for taking the time and thoughtfulness to craft a proclamation for Recovery Month.

5) MAYOR'S REPORT AND COUNCIL COMMENTS

5.a) Proclamation to Declare October 2026 - National Disability Employment Awareness Month

Department: Administrative Services

Councilmember Stern proclaimed October 2026 as National Disability Employment Awareness Month and Deputy Mayor Livdahl read the

proclamation into the record.

Cover Page

2026-22 National Disability Employment Awareness Month

5.b) Proclamation to Declare September 2026 - Recovery Month

Department: Administrative Services

Mayor Stern proclaimed September 2026 as Recovery Month. Housing, Health, and Human Services Director Hendrickson and her team received the proclamation.

Cover Page

2026-21 Recovery Month

Councilmember Livdahl sent her condolences to those involved in the traffic collisions that happened yesterday. Mayor Stern thanked the staff who helped with the accident on Hwy 305.

Councilmember Eckert thanked everyone for their comments and shared his appreciation for the National Disability Employment Awareness Month Proclamation and shared some of the challenges his son faces daily.

Councilmember Fitzpatrick shared that he has sat in during Municipal Court sessions. He shared that it is an honor to stand with our Recovery Center, Recovery Cafe and the Health, Housing and Human Services team for Recovery Month.

Councilmember Newell discussed the proposed water and sewer rate increases and provided some analysis. He shared that embedded in the rate is a 12% tax for the water utility and the sewer utility. He would like a discussion to see if the city does not need to increase the utility taxes by 30% but maybe use Consumer Price Index (CPI).

Councilmember Thomas thanked the community for being there and she thanked the broader community for the level of engagement that was seen this week over email.

Councilmember Taber thanked the community for coming to speak about issues that they are passionate about. He appreciates the councilmembers and city staff for how much they care about these issues.

6) BOARD, COMMISSION, & OUTSIDE AGENCY REPORTS

Mayor Stern shared a photo of an event in Seattle. Past Governor Christine Gregoire asked for an assembly of the Mayor's from the four counties, the County Commissioners and big private businesses to discuss the Puget Sound economy.

Councilmember Livdahl shared regarding the Historic Downtown Poulsbo Association (HDPA) general membership meeting and talked about parking, Christmas decorations, marketing efforts, and events focused for fall.

Councilmember Fitzpatrick gave a report regarding Lodging Tax Advisory Committee (LTAC).

Mayor Stern shared a report on the Kitsap Public Health Board (KPHB) and what the federal guidelines are for proper vaccinations.

7) CITY ADMINISTRATOR AND DEPARTMENT HEAD COMMENTS

City Administrator Gelder noted it is time to start the legislative agenda for 2027 and that will be brought forward in November. They are trying to provide more parking information to the community.

City Engineer Ranes highlighted the 3rd Avenue public outreach meeting on September 30th at 5:00 p.m. in the chambers. The 11th Avenue sewer project is going well, paving is nearing completion in the next couple of weeks. They put in their site plan application for the public works facility expansion.

Public Works Superintendent Lund attended the open house for Kitsap County's new roadshop on Gunderson Road. He noted our Public Works department partners with the Suquamish Tribe for their special events. The Tribe dropped off a nice piece of art as a thank you. Public Works will have it framed and installed in their office.

Housing, Health and Human Services Director Hendrickson gave an update on an assignment they had been given regarding working with other city departments to create a homelessness to housing action plan. They had their first internal meeting and had an open and difficult conversation and look forward to working more constructively together. Police Chief Harding said they continued their work internally and they will have a sergeant and two officers designated to work closely with recovery and homelessness in the community.

Police Chief Harding thanked the Mayor and Council for acknowledging the role of the first responders and the critical role of the fire department. He highlighted that Council supports the training program where two of our officers had the training to lead the investigation for this type of severe

incident. It's another way that Poulsbo leads. They also had a very successful Kids Day. Saturday there were 300 kids that participated in the bike rodeo.

8) CONSENT AGENDA

8.a) 8th Avenue Realignment Project Consultant Contract

Department: Engineering

Cover Page

8thAveRealign_Contract_2026-08-28

8.b) Excuse Councilmember Absence

Department: Administrative Services

Cover Page

8.c) BA #26-308 - Courtroom Door Replacement - PULLED

Department: Municipal Court

Cover Page

BA #26-308 - Court Room Door Replacement

Motion: to approve consent agenda items a and b.
Action: approve, **Moved by** Britt Livdahl, **Seconded by** Rick Eckert.
Motion carried unanimously

9) BUSINESS AGENDA

9.a) Confirmation of Public Works Director Appointment

Department: City Administrator

City Administrator Gelder presented the agenda item. Public Works Director Knickerbocker share some information about herself. The Council welcomed Public Works Director Knickerbocker to the team.

Cover Page

Motion: to approve the City Administrator's appointment of Jessica Knickerbocker as the City of Poulsbo's Public Works Director effective October 1, 2026.

Action: approve, **Moved by** Michael Fitzpatrick, **Seconded by** Doug Taber. Motion carried unanimously

*** * * MEETING BREAK * * ***

Mayor Stern recessed the meeting at 6:25 p.m. for a ten-minute break.

Mayor Stern reconvened the meeting at 6:36 p.m.

10) WORKSHOP AGENDA

10.a) Historic Preservation - Certified Local Government

Department: Planning

Planning and Economic Development Director Wright introduced Planning Intern Franklin who gave the presentation. Discussion was held. The next step would be to bring an ordinance at a later date.

Cover Page

Historic Presentation

10.b) Streateries Discussion

Department: Engineering

City Engineer Ranes and Engineering Technician Washburn presented the agenda item. Discussion was held. Council concurred with moving their recommendations to a future consent agenda.

Cover Page

2026 Streatery Permit Application.pdf

Poulsbo Streateries – 2026 Discussion Presentation.pdf

10.c) Cemetery Ordinance Update

Department: City Administrator

City Administrator Gelder presented the agenda item. Discussion was held. Council concurred with moving this to the 10/7/26 consent agenda.

Cover Page

2026-__ Cemetery Ordinance Update

10.d) Conversation to Define Various Future Council Agenda Items

Department: City Administrator

City Administrator Gelder presented the agenda item. Discussion was held.

Cover Page

10.e) Questions and Concerns of the Council / Future Agenda Items

Department: Administrative Services

Councilmember Eckert shared Veterans Day is on a Council Meeting Wednesday. City Administrator Gelder stated this is a holiday for the City and that meeting will be cancelled.

Councilmember Fitzpatrick asked the Mayor and City Administrator if they have had a conversation with our municipal court about the district court using the municipal court facilities.

Councilmember Fitzpatrick asked for Councilmember Thomas and Councilmember Eckert to be on a three-member committee with him to review applications for the Association of Washington Cities (AWC) center for a quality community scholarship that would be offered to our North Kitsap high school students. He also queried the Council if they would support a mini scholarship for the individual who is nominated.

Councilmember Livdahl asked that her Kitsap Regional Coordinating Council (KRCC) position be shifted to someone else for a time.

Cover Page

Future Agenda Items

11) CONTINUED PUBLIC COMMENT*

None.

14) ADJOURNMENT

Motion: to adjourn
Action: adjourn, **Moved by** Leighton Thomas, **Seconded by** Doug Taber.

Motion carried unanimously

Mayor Stern adjourned the meeting at 8:42 p.m.

_____
Edward R. Stern, Mayor

ATTEST:

_____
Rhiannon Fernandez, CMC, City Clerk

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.h

MEETING DATE: November 18, 2026

AGENDA ITEM	Minutes of October 7, 2026, City Council Meeting
EXHIBITS	cm_2026-10-07
STAFFED BY	Fernandez
ESTIMATED TIME	1 min

SUMMARY STATEMENT

Attached are the draft minutes of the October 7, 2026, City Council Meeting for your review and approval. (Please note, the hyperlink version will be active when approved and posted on the website).

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: N/A

SAMPLE MOTION:

Move to approve the October 7, 2026, Council Meeting minutes as presented.

POULSBO CITY COUNCIL MEETING OF OCTOBER 7, 2026

MINUTES

PRESENT: Britt Livdahl, Doug Taber, Douglas Newell, Leighton Thomas, Michael Fitzpatrick, Pam Crowe, and Rick Eckert

ABSENT: None.

Staff Attendance: City Administrator Gelder, Assistant City Administrator Booher, Parks and Recreation Director Ozimek, Planning and Economic Development Director Wright, Police Chief Harding, Court Administrator Knutsen, Public Works Director Knickerbocker, Human Resources Director Borders, Emergency Management Coordinator Schoonmaker, Judge Davy, IT Director Riendl, Administrative Services Director/City Clerk Fernandez, Public Works Superintendent Lund, Transportation Engineer Bateman, Building Official Logue, Utilities Engineer Roberts, Contract Administrator Manager Zieman, Recovery Resource Center Operations Manager Wax, Senior Accountant Campbell, Special Events Coordinator Hasche.

1) 5:00 PM - CALL TO ORDER

Deputy Mayor Livdahl called the meeting to order at 5:00 p.m.

1.a) Land Acknowledgment

Department: Legislative

Councilmember Thomas read the Land Acknowledgment.

Cover Page

2) PLEDGE OF ALLEGIANCE

Deputy Mayor Livdahl led the Pledge of Allegiance.

3) AGENDA REVIEW

Deputy Mayor Livdahl noted that the Finance Director recommended swapping item d and item c on the workshop agenda.

Motion: to approve the agenda with the change just suggested by the Deputy Mayor.
Action: approve, **Moved by** Michael Fitzpatrick, **Seconded by** Leighton Thomas.

Motion carried unanimously

4) PUBLIC COMMENT

Ken Lord spoke against the paid parking downtown.

Lauren Meinhardt said paid parking is adversely affecting merchants downtown and asked if they have surveyed the public on what has occurred.

Lin Hino shared the Poulsbo Film Festival is this weekend. She also shared there is a free screening of a film called "No Country for Mothers" on October 17th.

5) MAYOR'S REPORT AND COUNCIL COMMENTS

5.a) Proclamation to Declare October 2026 - National Community Planning Month

Department: Mayor's Office

Deputy Mayor Livdahl proclaimed October 2026 as National Community Planning Month. Deputy Mayor Livdahl read the proclamation into the record.

Cover Page

2026-25 National Community Planning Month

6) BOARD, COMMISSION, & OUTSIDE AGENCY REPORTS

Councilmember Fitzpatrick gave a school board report from the September 24th meeting.

Councilmember Eckert shared that current school boundaries can be found on a map on the school district website.

Councilmember Newell shared that our school district has a little less than 5,000 students today compared to the 7,000 we had 25 years ago. Our infrastructure is from the past not the future and we need to give some deference and encouragement to move forward. We need a certain amount of students in a school to provide the additional resources that are needed by them for all to participate.

7) CITY ADMINISTRATOR AND DEPARTMENT HEAD COMMENTS

City Administrator Gelder reported they will be bringing the solid waste contract forward at next week's work study with the goal of switching over

March 1st next year.

Parks and Recreation Director Ozimek shared upcoming volunteer opportunities.

Planning and Economic Development Director Wright thanked the art committee who quickly banded together to view the mural that is being painted at Indigo Plum. There is conversation with the Ma Facon building owner about what will replace the clock tower that was once there. Planning Manager Coleman will be presenting tomorrow at the State Planning Association.

Public Works Superintendent Lund reported on the progress of the Accessory Dwelling Unit (ADU) at Raab Park.

8) CONSENT AGENDA

8.a) Excuse Councilmember Absence

Department: Administrative Services

Cover Page

8.b) Ordinance No. 2026-12 - Cemetery Update

Department: City Administrator

Cover Page

Ordinance No. 2026-12 - Cemetery Update

Motion: to approve the consent agenda.
Action: approve, **Moved by** Michael Fitzpatrick, **Seconded by** Leighton Thomas.
Motion carried unanimously

9) BUSINESS AGENDA

9.a) Public Hearing: Authorize Disposal of Proprietary Surplus Goods

Department: Finance

Assistant City Administrator Booher presented the agenda item. Deputy Mayor Livdahl opened the Public Hearing at 5:58 p.m.

John Willett spoke regarding Bill Austin, parks, green space and the

Growth Management Act (GMA).

Deputy Mayor Livdahl closed the Public Hearing at 6:01 p.m.

Cover Page

Surplus Summary (Propietary) for Council Fall 2026

Motion: to approve authorization to dispose of the attached surplus listings.
Action: approve, **Moved by** Rick Eckert, **Seconded by** Doug Taber.
Motion carried unanimously

9.b) Authorize Disposal of Governmental Surplus Goods

Department: Finance

Cover Page

Surplus Summary (Governmental) for Council Fall 2026

Motion: to approve authorization to dispose of the attached surplus listings.
Action: approve, **Moved by** Rick Eckert, **Seconded by** Leighton Thomas.
Motion carried unanimously

*** * * MEETING BREAK * * ***

Deputy Mayor Livdahl recessed the meeting at 6:03 p.m. to reconvene at 6:15 p.m.

Deputy Mayor Livdahl reconvened the meeting at 6:15 p.m.

10) WORKSHOP AGENDA

10.a) Special Events Review

Department: Parks & Recreation

Special Events Coordinator Hasche presented the agenda item. Discussion was held.

Cover Page

Nov.Dec.2026 Special Events Packets_Combined and Redacted

10.b) Resolution No. 2026-xx - Police Fee Schedule Update

Department: Police

Police Chief Harding presented the agenda item. Council concurred with moving this to the 10/21/26 consent agenda.

Cover Page

Resolution No. 2026-xx - Police Fee Schedule Update

Exhibit A Resolution No. 2026-xx Police Department Fees

10.c) Mayor's Proposed Preliminary Budget

Department: Finance

Senior Accountant Campbell and Assistant City Administrator Booher presented the agenda item. Discussion was held.

Cover Page

2027-2028 Proposed Preliminary - Updated 10.1.26

10.d) 2026 Revenues & Expenditures Review

Department: Finance

Senior Accountant Campbell and Assistant City Administrator Booher presented the agenda item. Discussion was held.

Cover Page

10.e) Department Budget Presentations

Department: City Administrator

City Administrator Gelder, Administrative Services Director/City Clerk Fernandez, Human Resources Director Borders, Emergency Management Coordinator Schoonmaker, Assistant City Administrator Booher, Recovery Resource Center Operations Manager Wax, IT Director Riendl, Judge Davy, Court Administrator Knutsen, Parks and Recreation Director Ozimek, Planning and Economic Development Director Wright, Police Chief Harding, Public Works Director Knickerbocker, Public Works Superintendent Lund, Utilities Engineer Roberts and Building Official Logue presented the agenda item. Discussion was held.

Cover Page

2027 2028 Departmental Budget Presentation

Councilmember Fitzpatrick moved to extend the meeting to 9:30 p.m.

Motion: to continue the meeting until 9:30 p.m.
Action: continue, **Moved by** Michael Fitzpatrick, **Seconded by** Leighton Thomas.
Motion carried unanimously

10.f) Questions and Concerns of the Council / Future Agenda Items

Department: Administrative Services

Councilmember Fitzpatrick noted it would be helpful to know when the city has ambitions or goals such as the Nightwalk that could be presented to the Lodging Tax Advisory Committee (LTAC) that would dovetail with some of the program asks that they receive.

Cover Page

Future Agenda Items

11) CONTINUED PUBLIC COMMENT*

None.

12) MAYOR AND COUNCILMEMBER COMMENTS

Councilmember Eckert shared that the Association of Washington Cities (AWC) annual conference will be in Tacoma next year. He also placed a pack of slides from the Change Management class he attended in each of the Councilmember's mailboxes.

13) ADJOURNMENT

Motion: to adjourn
Action: adjourn, **Moved by** Michael Fitzpatrick, **Seconded by** Rick Eckert.
Motion carried unanimously

Deputy Mayor Livdahl adjourned the meeting at 9:25 p.m.

_____
Edward R. Stern, Mayor

ATTEST:

_____
Rhiannon Fernandez, CMC, City Clerk

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.i

MEETING DATE: November 18, 2026

AGENDA ITEM	Minutes of October 14, 2026, City Council Meeting
EXHIBITS	cm_2026-10-14
STAFFED BY	Fernandez
ESTIMATED TIME	1 min

SUMMARY STATEMENT

Attached are the draft minutes of the October 14, 2026, City Council Meeting for your review and approval. (Please note, the hyperlink version will be active when approved and posted on the website).

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: N/A

SAMPLE MOTION:

Move to approve the October 14, 2026, Council Meeting minutes as presented.

POULSBO CITY COUNCIL MEETING OF OCTOBER 14, 2026

MINUTES

PRESENT: Ed Stern, Doug Taber, Douglas Newell, Leighton Thomas, Michael Fitzpatrick, Pam Crowe, and Rick Eckert

ABSENT: Britt Livdahl

Staff Attendance: City Administrator Gelder, Parks and Recreation Director Ozimek, Public Works Director Knickerbocker, Chief Harding, City Engineer Ranes, IT Director Riendl, Deputy City Clerk Diehl, Public Works Superintendent Lund.

1) 5:00 PM - CALL TO ORDER

1.a) Land Acknowledgment

Department: Legislative

Councilmember Crowe read Land Acknowledgment

Cover Page

2) PLEDGE OF ALLEGIANCE

Mayor Stern led the Pledge of Allegiance.

3) AGENDA REVIEW

Motion: to approve the agenda as presented.
Action: approve, **Moved by** Michael Fitzpatrick, **Seconded by** Leighton Thomas.
Motion carried unanimously

4) PUBLIC COMMENT

Jennifer Mills, Mentor Company, spoke regarding the negative impacts paid parking is having on downtown businesses/tenants.

Lori Cameron, Poulsbo Rotary Club - thanked City Council, Mayor Stern, Jeff & Rachel, and Public Works for their help with getting the Peace Pole installed. She invited everyone to the ribbon cutting on October 18 at 10:00 a.m.

Kent Lord shared downtown parking contract monthly billing rates and noted

the City can get out of the contract in 15 days.

Sandy Kolbeins, HDPA Parking Committee Lead - read a letter from a customer who got a parking ticket. At the HDPA meeting is was determined that paid parking is negatively affecting the businesses downtown and there is an online petition going around that currently has 1,000 signatures.

Megan, Indigo Plum, stated she had a plumbing problem and could not find a parking spot to get into her building to fix the problem. She shared many businesses are talking about leaving downtown.

Aaron Wenzholz, Longship Marine, said businesses are struggling after one month of paid parking. He asked the Council to abolish paid parking.

David Musgrove, Hot Shots Java, noted he has data that the city's consultants should have provided the council. They saw an uptick in business when the employee remote parking and light parking enforcement. Paid parking scares downtown businesses. He urged the Council to listen to the community. He didn't approve of the City stopping their Q&A sessions once paid parking was implemented and said it was a bad message that was being sent. He also said the business community asked for help 3.5 years ago, but they were not seeking paid parking, but parking management.

5) WORKSHOP AGENDA

5.a) Meeting with Port of Poulsbo Commissioners

Department: City Administrator

Port Commissioners Jason Lawrence, Bill Ortyn, James Dingels and Port Manager James Weaver introduced themselves. The commission spoke about the following topics: joint tourism and economic development and cruiselines (would like to form a committee), and waterfront parking, and Port of Poulsbo annexations.

The Commissioners invited the Council to participate in their 10-year Capital Improvement Plan.

Cover Page

At 6:33 p.m., Mayor Stern recessed the meeting for a five-minute break. At 6:42 p.m., Mayor Stern reconvened the meeting.

5.b) Solid Waste Collection Contract

Department: Public Works

City Administrator Gelder presented the Solid Waste Contract. Discussion was held. Council concurred with moving this item to the 10/21/26 business agenda for Council consideration.

Cover Page

Poulsbo Solid Waste Collection Contract RFP Process Update 10-14-26 DRAFT

Poulsbo Solid Waste Collection Contract BDI Final

5.c) Poulsbo Parks & Trails Foundation (PPTF)

Department: Parks & Recreation

Poulsbo Parks & Trails Foundation (Ken Thomas, Larry Minar, Mari Gregg, Erin DeVoto, & Matthew Bonus) introduced themselves, what their mission and vision are, their interests and possible projects to raise funds for, as well as initial park projects and fundraising. Discussion was held.

Cover Page

Poulsbo Parks & Trails Foundation_Council Presentation - 10.7.26

5.d) PERC Pro-Forma Discussion

Department: Parks & Recreation

Parks and Recreation Director Ozimek and Public Works Superintendent Lund presented the agenda item. Discussion was held.

Cover Page

Poulsbo Events and Recreation Center (PERC) - City Council Update - 10.15.26-1

5.e) Questions and Concerns of the Council / Future Agenda Items

Department: Administrative Services

Councilmember Taber is attending the Association of Washington Cities with the Mayor in Sequim, and the Apex Accelerator meeting.

Councilmember Crowe noted the "Join or Die" screening at Vibe Co-

Works this Saturday.

Councilmember Fitzpatrick questioned the flag/banner policy. Discussion was held.

Councilmember Newell noted he attended the North Kitsap United fundraiser to add fields and a YMCA near Port Gamble. It is a permitted use to have fields in the County or a YMCA. During the fundraiser, they signed a purchase and sale agreement to buy 100 acres. He shared the fundraising success they had from families and the Port Gamble S'Klallam Tribe for the project ($4.5MM).

Cover Page

Future Agenda Items

6) CONTINUED PUBLIC COMMENT*

Greg Enright, Cultural Arts Foundation, spoke regarding a fundraiser for a Thomas Dambo Troll. He invited the Council to the Sons of Norway to meet with artist from 2:00 p.m. to 3:00 p.m.

Megan Martin, Indigo Plum, wants to add baseball to the PERC. She believes the enforcement aspect should be what the parking should be and no paid parking.

Nico Jensen, Longship Marine, noted nobody wanted paid parking and wants the City to go back to just enforcement. She also said the Port needs help with enforcement and ask if they are willing to contribute funds to enforcement. It might be time to talk about the Jensen lot with the new accountant. It could be employee parking or overflow parking.

David Musgrove stated Poulsbo is known for being kind and caring and doesn't want the Council to screw it up. He said the Council is the law maker and can fix the problem. They are losing local visitors at twice the rate of tourists. He asked Council to suspend the paid parking. Workers are scared of losing their jobs. He also said the redevelopment will cause further stress when more parking is removed.

7) ADJOURNMENT

Motion: to adjourn
Action: adjourn, **Moved by** Doug Taber, **Seconded by** Rick Eckert.
Motion carried unanimously

Mayor Stern adjourned the meeting at 8:39 p.m.

_____
Edward R. Stern, Mayor

ATTEST:

_____
Rhiannon Fernandez, CMC, City Clerk

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.j

MEETING DATE: November 18, 2026

AGENDA ITEM	Ordinance No. 2026-16 - Decreasing the amount of Imprest Funds
EXHIBITS	Ordinance No. 2026-16 - Imprest Cash
STAFFED BY	Booher
ESTIMATED TIME	1 min

SUMMARY STATEMENT

Reduce the amount of cash in City departments. The primary goal is to eliminate petty cash funds and increase the amount of cash available to make change for cash transactions. With the use of credit cards, petty cash has very little if any transactions throughout the year. Eliminating this cash balance reduces internal control risk. The Ordinance establishes the amount of imprest cash on hand and allows the Finance Director to distribute the funds as they deem necessary.

Approve the reduction of Imprest Funds to eliminate Petty Cash and increase cash drawers which maintains cash in order to make change for customers paying in cash. Cash drawers in the City are located on the third floor of City Hall and at Park & Recreation building: Finance Front Counter, Passport Drawer and Municipal Court, and Park and Recreation front counter.

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: 0

SAMPLE MOTION:

Move to approve Ordinance No. 2026-16, An Ordinance of the City of Poulsbo, Washington, Amending the provisions of Poulsbo Municipal Code Chapter 3.62 regarding petty cash funds and identifying purposes of said funds; Authorizing the promulgation of administrative rules therefore; Providing for severability; And establishing an effective date.

ORDINANCE NO. 2026-16

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, AMENDING THE PROVISIONS OF POULSBO MUNICIPAL CODE CHAPTER 3.62 REGARDING PETTY CASH FUNDS AND IDENTIFYING PURPOSES OF SAID FUNDS; AUTHORIZING THE PROMULGATION OF ADMINISTRATIVE RULES THEREFORE; PROVIDING FOR SEVERABILITY; AND ESTABISHING AN EFFECTIVE DATE.

WHEREAS, the City of Poulsbo established revolving change funds for each remote department in 1985; and

WHEREAS, increases or decreases to the imprest funds must be adopted by the City Council; and

WHEREAS, there has been a need to change the amounts for the departments, eliminate funds, and initiate new cashiering locations due to relocations and change in processes; and

WHEREAS, authorizing the Finance Director to promulgate administrative rules regarding the petty cash fund will facilitate the orderly and efficient administration thereof;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF POULSBO, WASHINGTON HEREBY ORDAINS AS FOLLOWS:

Section 1. Section 3.62.010 of the City of Poulsbo Municipal Code is hereby amended to provide in its entirety as follows:

3.62.010 Change revolving funds- established.

The Finance Director is authorized to establish Change funds not to exceed seven hundred and fifty dollars ($750), composed of cash, as follows:

(2) Change funds –such amount as the Finance Director determines necessary for the purpose of making change for members of the public who have financial dealings with city departments.

Section 2. Section 3.62.020 of the City of Poulsbo Municipal Code is hereby amended to provide in its entirety as follows:

3.62.020 Promulgation of administrative regulations; conformance with State Auditor's Office requirements.

The Finance Director is hereby authorized and directed to establish written policies for the operation of change funds in order to ensure the efficient administration thereof, including but not limited to provisions governing the appropriate replenishment of said fund as reasonable necessitate from time to time. Such regulations shall conform to the cash requirements of the State Auditor's Office as set forth in the Washington State Budgeting, Accounting, and Reporting System (BARS) manual and applicable sections of the Revised Code of Washington.

Section 3. Section 3.62.030 of the City of Poulsbo Municipal Code is hereby amended to provide in its entirety as follows:

3.62.030 Balance of funds—Replenishment.

The change revolving funds created pursuant to this chapter shall constitute clearing funds and are not working funds of the city for budgetary purposes.

Section 4. Section 3.62.040 of the City of Poulsbo Municipal Code is hereby amended to provide in its entirety as follows:

3.62.040 Custodian of funds..

The finance director or their designee shall be the custodian of all change revolving funds created pursuant to this chapter. A reconciliation of each fund shall be made periodically by someone other than the custodian. The balance remaining in each fund as of any given date, together with any outstanding advances and authorized expenditures, should always equal the amount established and transferred to the fund.

Section 5. Section 3.62.050 of the City of Poulsbo Municipal Code is hereby repealed due to the removal of petty cash funds.

Section 6. This ordinance shall take effect and be in full force five (5) days after publication of the attached summary, which is hereby approved.

APPROVED:

_____
MAYOR, EDWARD STERN

ATTEST/AUTHENTICATED:

_____
CITY CLERK, RHIANNON FERNANDEZ

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: _____
EMILY ROMANENKO, OGDEN MURPHY WALLACE, PLLC

FILED WITH THE CITY CLERK: 11/09/2026
PASSED BY THE CITY COUNCIL: 11/18/2026
PUBLISHED: 11/23/2026
EFFECTIVE DATE: 11/28/2026
ORDINANCE NO. 2026-16

SUMMARY OF ORDINANCE NO. 2026-16
of the City of Poulsbo, Washington

On November 12, 2026, the City Council of the City of Poulsbo, Washington, approved Ordinance No. 2026-16, the main point of which may be summarized by its title as follows:

> AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, AMENDING THE PROVISIONS OF POULSBO MUNICIPAL CODE CHAPTER 3.62.030 REGARDING PETTY CASH FUNDS AND IDENTIFYING PURPOSES OF SAID FUNDS; AUTHORIZING THE PROMULGATION OF ADMINISTRATIVE RULES THEREFORE; PROVIDING FOR SEVERABILITY; AND ESTABISHING AN EFFECTIVE DATE.

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

DATED this 18th day of November, 2026.

_____
CITY CLERK, RHIANNON FERNANDEZ

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.k

MEETING DATE: November 18, 2026

AGENDA ITEM	8th Avenue Culvert - Grant Increase, Amendment, & BA #26-401
EXHIBITS	BA26-401 8th Ave Culvert Replacement 21-1531 Amendment 2 - Cost Change Amendment 2 8th Ave Culvert Replacement Design South Fork Dogfish Creek Culvert Grant Increase and Consultant Contract Amendment
STAFFED BY	Roberts
ESTIMATED TIME	1 min

SUMMARY STATEMENT

The 8th Ave culvert is an undersized culvert that prohibits fish passage on South Fork Dogfish Creek.

In spring 2025, the city received a $280,000 Recreation and Conservation Office (RCO) grant to design a fish friendly culvert to replace the 8th Ave culvert. The city has been engaged with the design consultant, Skillings Inc, and representatives from the Suquamish Tribe and Washington Department of Fish and Wildlife.

The culvert alignment and length were revised based on feedback from the project WDFW biologist and Suquamish Tribe. This also required additional downstream surveying. As a result of these design changes, there are additional costs. RCO has approved a grant increase of $35,000 to finish design.

Three actions are required: Approval of the Grant Agreement amendment with RCO to accept additional funds, a Budget Amendment to recognize the increased grant funds, and a contract amendment with Skillings for additional design effort.

WORKSHOP DATE:	

IMPACTS

Expenditure Required? Yes	Included in Budget? No Amount: 35,000

SAMPLE MOTION:

Move to Approve the Recreation and Conservation Office Grant agreement amendment and authorize Mayor to sign on behalf of the City.

Move to Approve the Skillings Inc Contract Amendment in the amount of $34,986 and authorize Mayor to sign on behalf of the City.

Move to Approve budget amendment BA26-401 in the amount of $35,000.

CITY OF POULSBO

BUDGET AMENDMENT REQUEST FORM
(MAYOR/COUNCIL APPROVAL REQUIRED)
BA#26-401

TO: City Administrator Gelder, Mayor Stern DATE: 10/27/26

FROM: Jessica Knickerbocker, Public Works Director JDK

DESCRIPTION OF BUDGET AMENDMENT REQUEST:
This budget amendment increases the project budget $35,000 for our consultant to address comments received from the WDFW/RCO technical review team. Budget Amendment to recognize additional grant funding awarded from RCO for this additional work on the 8th Avenue Culvert Replacement project. Additional grant funds awarded in the amount of $29,750 with a City match of $5,250 (funded from reserves). As presented at City Council on November 18, 2026.

	Account Number	*Description*	*Amount*
DECREASE:	410 29180000	Stormwater Reserves	5,250
INCREASE:	41030000059431 50000650 41025020 50000410	8th Avenue Culvert Replacement Project - Storm	35,000
INCREASE:	41030000059431 50000650 41025020 33402500	8th Avenue Culvert Replacement Project - RCO Grant Revenue	29,750
INCREASE:			
INCREASE:			-

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

TO: Finance Director/Asst City Administrator Booher DATE: _____

FROM: City Administrator Gelder

Approved RG Disapproved _____ DATE: 10/28/26

FROM: Mayor Stern

Approved _____ Disapproved _____ DATE: 10-28-26

COMMENTS:

TO: Senior Accountant Campbell DATE: 10/29/2026

FROM: Finance Director/Asst City Administrator Booher DATE: 10/28/26 BA#: 26-401

Note: This form should be reproduced on PINK paper

WASHINGTON STATE Recreation and Conservation Office

Amendment to Grant Agreement

Project Sponsor: City of Poulsbo **Project Number:** 21-1531P

Project Title: South Fork Dogfish Creek Culvert Replacement **Amendment Number:** 2

Amendment Type:

Cost Change

Amendment Description:

Add $29,750 BAFBRB 2024 supplemental RCO 3-2024 funds and increase sponsor match to $47,250, as approved by FBRB chairman October 5th, 2026. New project total agreement amount is $315,000. Cost increase described in FBRB amendment request attached to PRISM.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows:

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - FBRB Proj - CCA	$238,000.00	85.00	$267,750.00	85.00
Project Sponsor	$42,000.00	15.00	$47,250.00	15.00
Total Project Cost	$280,000.00	100%	$315,000.00	100%
Admin Limit	$0.00	0.00	$0.00	0.00
A&E Limit	$0.00	0.00	$0.00	0.00

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State of Washington
Recreation and Conservation Office

BY: _____
FOR Megan Duffy

TITLE: Director

DATE: _____

Pre-approved as to form:

BY: /S/
Assistant Attorney General

City of Poulsbo

BY: _____

NAME: _____

TITLE: _____

DATE: _____

AMENDMENT APPROVAL FORM

Project #: 21-1531 Planning
Amendment #: 2 - Cost Change
Project Title: South Fork Dogfish Creek Culvert Replacement
Project Sponsor: Poulsbo City of
Project Manager: JoshL
Primary Program: FBRB Projects - CCA

AMENDMENT DESCRIPTION:

Add $29,750 BAFBRB 2024 supplemental RCO 3-2024 funds and increase sponsor match to $47,250, as approved by FBRB chairman October 5th, 2026. New project total agreement amount is $315,000. Cost increase described in FBRB amendment request attached to PRISM.

PROJECT SUMMARY:

Date:		**Prior Time Extensions:**	1	**RCO Amount:**	$238,000.00
Project Start Date:	01/15/2025	**Other External Amendments:**	0	**Sponsor Match Amount:**	$42,000.00
Original End Date:	04/30/2026	**Sponsor Active Projects:**	2	**Total:**	$280,000.00
Current End Date:	12/31/2026	**Sponsor Completed Projects:**	12	**RCO Paid To Date (90%):**	$214,200.00
		Sponsor Not Completed Projects:	0	**RCO Remaining (10%):**	$23,800.00
Last Progress Report:	09/29/2026	**Sponsor Dead Projects:**	0	**Last Billing Date:**	09/11/2026

PROJECT AGREEMENT DESCRIPTION:

The City of Poulsbo will develop final design plans to address a fish passage barrier at 8 th Avenue on South Fork Dogfish Creek (SFDC). The project is the City's top priority salmon recovery project and is the culmination of over 15 years of planning, property acquisition and stream restoration activities. Implementation of the designs will enable steelhead, coho, chum, Searun Cutthroat trout and resident trout to access 0.51 miles of upstream habitat, which represents a 36% increase in total stream habitat within the SFDC watershed.

PROJECT FUNDING (CURRENT):

Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
25-27	26D	D16	New				FBPC	FBCCA	NZ	$238,000.00

Amendment No. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF POULSBO **and** Skillings, Inc.

The terms and provisions of the Professional Services Agreement for the 8th Avenue Culvert Replacement Design project between the City of Poulsbo and Skillings, Inc. which became effective June 13, 2025 apply herein.

Date: October 27, 2026

Project Name: 8th Avenue Culvert Replacement Design

Contract Price:		**Time of Completion:**	
Original Contract:	**$ 302,121.00**	Original Contract:	**12/31/2025**
Prior Amendments:	**$ 0.00**	Prior Amendments:	**12/31/2026**
This Amendment #2:	**$ 34,986.00**	This Amendment:	**6/30/2027**
Contract Total:	**$ 337,107.00**	Revised Date:	**6/30/2027**

Description of Amendment:

This contract amendment adds scope for the completion of the Final Design Report, to address the comments received from WDFW/RCO Technical Review Team, and advancing the Preliminary Design Plans to Final Design Plans (100% plans) for the preferred alternative.

This amendment provides for additional time for Consultant management of staff, invoices and progress reporting, progress meetings, QA/QC, and internal staff team progress meetings due to the anticipated extension of the project schedule, as defined in Exhibits A & B attached herein.

The new expiration date for this contract is now June 30, 2027.

Approved By:

CITY OF POULSBO	**SKILLINGS, INC.**
Signature: _____	Signature: _____
Print Name: Edward R. Stern	Print Name: _____
Title: Mayor	Title: _____
Date: _____	Date: _____

EXHIBIT A

SCOPE OF WORK

Prepared for:

CITY OF POULSBO ENGINEERING DEPARTMENT

Project No. 25083 – 8TH AVENUE CULVERT REPLACEMENT

SUPPLEMENT 2 – ADDITIONAL DESIGN EFFORT AND SCHEDULE

October 26, 2026

Introduction:

Skillings, Inc (Skillings) is preparing the engineering design and environmental permitting for the City of Poulsbo (City) for the replacement of the 8th Avenue culvert that conveys the South Fork of Dogfish Creek (SFDC). The project involves the replacement of the existing 24-inch culvert with a pre-cast three-sided box culvert. Design will include realignment of the channel beneath 8th Avenue to connect to the "dry" channel immediately downstream.

During the Peliminary Design phase, WDFW and Tribes had requested a change to the culvert alignment that required an adjustment to the preliminary plans, hydraulic modeling, and revisions to the preliminary design report. The timeline for review of the Preliminary Design submittal also exceeded original assumptions, with additional comments received from WDFW's Technical Review Team for profile adjustments and additional survey of the downstream reach. Due to the additional design effort, comment resolution, and extended project schedule, Skillings is requesting a supplement to prepare the Final Design phase due to the additional costs incurred during the Preliminary Design phase.

Task 1 – Project Administration and Management

This task provides for additional time for Consultant management of staff, invoices and progress reporting, progress meetings, QA/QC, and internal staff team progress meetings due to the anticipated extension of the project schedule.

Task Assumptions:

- The additional duration of the work effort is assumed to be 6 months.
- Progress meetings are assumed to be virtual via Teams, phone or e-mail.

Task Description:

1. Provide invoice with project update reports and earned value reports.
2. Conduct QA/QC of all documents being formally submitted to City.
3. Provide in-house coordination and coordination with subconsultants.
4. Bi-weekly progress meetings and correspondence with City (estimated at 0.5 hours every other week).

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Deliverables:

- Project schedule with updates, if required.
- Monthly invoices with project update reports.
- Bi-weekly progress updates correspondence.

Task 2 – Design Report (Final Design)

This task consists of completion of the Final Design Report, to address the comments received from WDFW/RCO Technical Review Team.

Task Assumptions:

- There will be no additional comments from the WDFW/RCO Technical Review Team.

Tasks:

1. Address and incorporate comments into Final Design Report.
2. Provide Final Design Report for City to submit to WDFW/RCO.
3. Provide internal QA and QC and project coordination.

Deliverables:

- Final Design Report (PDF).

Task 3 – Plans, Specifications, and Estimate (Final Design)

This task consists of addressing comments from WDFW/RCO Technical Review Team, and advancing the Preliminary Design Plans to Final Design Plans (100% plans) for the preferred alternative.

Task Assumptions:

- Preparation of a Contract Bid Package for bid advertisement is not included in the scope of work.

Tasks:

1. Prepare 100% level of plans.
2. Update Quantities Notebook to 100% level.
3. Update Engineer's Estimate of Probable Cost to Construct to 100% level.
4. Update Special Provisions to 100% level.
5. Submit 100% PS&E for City review.
6. Provide internal QA and QC and project coordination.

Deliverables:

- One (1) set of 100% plans, specifications, and estimate (PDF).
- One (1) set of Ad-Ready plans, specifications, and estimate (PDF).
- Quantities Notebook.

END SCOPE OF WORK

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SKILLINGS

EXHIBIT B-1

CONSULTANT COST COMPUTATION – MAN-HOURS

		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	UTILITIES MANAGER	ENVIRONMENTAL MANAGER	TECHNICIAN	PROJECT ADMINISTRATOR	TOTAL DOLLARS	TOTAL HOURS		
TASK #	TASK DESCRIPTION												
1	**Project Administration and Management**												
1	Provide invoice with project update reports and earned value reports.		4						6	$2,167.85	10		
2	Conduct QA/QC of all documents being formally submitted to City.	2	6							$2,401.97	8		
3	Provide in-house coordination and coordination with subconsultants.	2	8							$2,983.89	10		
4	Bi-weekly progress meetings and correspondence with City (estimated at 0.5 hours every other week).		6	4		4	4			$4,852.59	18	$ 12,406.30	46
2	**Design Report (Final Design)**												
1	Address and incorporate comments into Final Design Report.			4	10					$2,374.14	14		
2	Provide Final Design Report for City to submit to WDFW/RCO.				2					$319.65	2		
3	Provide internal QA and QC and project coordination.			4						$775.88	4	$ 3,469.67	20
3	**Plans, Specifications, and Estimate (Final Design)**												
1	Prepare 100% level of plans.			20	40			20		$13,957.89	80		
2	Update Quantities Notebook to 100% level.			2	4					$1,027.24	6		
3	Update Engineer's Estimate of Probable Cost to Construct to 100% level.			2	4					$1,027.24	6		
4	Update Special Provisions to 100% level.			8						$1,551.77	8		
5	Submit 100% PS&E for City review.				2					$319.65	2		
6	Provide internal QA and QC and project coordination.			4						$775.88	4	$ 18,659.67	106
	HOURS PER DISCIPLINE	4	24	48	62	4	4	20	6	$34,535.65	172		

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SKILLINGS

EXHIBIT B-2

CONSULTANT COST COMPUTATION – SUMMARY

NEGOTIATED HOURLY RATE (NHR):							
Classification	Man Hours	x	Rate	=	Cost		
PRINCIPAL-IN-CHARGE	4	x	$328.12	=	$1,312.47		
PROJECT MANAGER	24	x	$290.96	=	$6,982.95		
PROJECT ENGINEER	48	x	$193.97	=	$9,310.59		
ENGINEER	62	x	$159.83	=	$9,909.19		
UTILITIES MANAGER	4	x	$280.46	=	$1,121.83		
ENVIRONMENTAL MANAGER	4	x	$302.29	=	$1,209.15		
TECHNICIAN	20	x	$184.27	=	$3,685.44		
PROJECT ADMINISTRATOR	6	x	$167.34	=	$1,004.03		
Total Hours =	172				**Total NHR =**		$34,535.65
REIMBURSABLES:							
Mileage	0	x	$0.760	=	$0.00		
Miscellaneous Expenses	$450.00	x	0%	=	$450.00		
					Total Expenses=		$450.00
SUBCONSULTANT COST (See Exhibit E):							
Geotechnical	$0.00	x	15%	=	$0.00		
Subconsultant 1	$0.00	x	10%	=	$0.00		
Subconsultant 2	$0.00	x	10%	=	$0.00		
Subconsultant 3	$0.00	x	10%	=	$0.00		
					Total Subconsultants =		$0.00
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):							
					Sub Total =		$34,985.65
MANAGEMENT RESERVE FUND:							
SUB TOTAL =	$34,985.65	x		=	**MRF =**		$0.00
GRAND TOTAL							
					GRAND TOTAL	=	**$34,986**

PREPARED BY: Ian Lee, PE **DATE:** 10/26/2026

REVIEWED BY: _____ **DATE:** _____

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EXHIBIT B-3

CONSULTANT COST COMPUTATION – EXPENSES

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			$0.00
2	Auto Rental	Each			$0.00
3	Lodging	Day			$0.00
4	Per Diem-Meal	Day			$0.00
5	Photocopies - Blk & White	Each		$0.10	$0.00
6	Photocopies - Color	Each		$0.35	$0.00
7	Half Sized Prints	Each		$0.50	$0.00
8	Full Sized Prints	Each		$6.00	$0.00
9	Postage	Month			$0.00
10	Shipping	Month			$0.00
11	FAXs	Each			$0.00
12	Miscellaneous Project Costs	Month	6	$75.00	$450.00
13	Miscellaneous Survey Costs	Estimated			$0.00
14	InRoads Software	Month-No of years		$950.00	$0.00
15	Traffic Control	Estimated			$0.00
		Total Miscellaneous Expenses			**$450.00**
	Mileage	Per Mile	0	0.760	$0.00
		Total Expenses			**$450.00**

Assumptions			
1	Telephone	Estimated	
2	Auto Rental	Estimated trips	
3	Mileage	Estimated miles	
4	Lodging		
5	Per Diem-Meal		
6	Photocopies - Blk & White	Estimated	
7	Photocopies - Colored	Estimated	
8	Half Sized Prints		
9	Full Sized Prints		
10	Postage	Estimated	
11	Shipping	Estimated	
12	FAXs	Estimated	
13	Miscellaneous Project Costs	Estimated	6 month duration
14	Miscellaneous Survey Costs	Estimated	
15	Purchase Order	Estimated	

Prepared by: Ian Lee, PE | Date: 10/26/2026



South Fork Dogfish Creek Culvert Grant Increase and Consultant Contract Amendment

November 18th, 2026

Project Background

- 8th ave culvert is an aging, undersized culvert restricting fish passage on South Fork Dogfish Creek

- In 2025, the City received a $280,000 Recreation and Conservation Office grant ($238,000 from RCO and $42,000 City Match) to design a fish friendly culvert to replace 8th ave culvert

- June 2025 Skillings was selected to design the replacement culvert



Downstream channel constructed in 2020

Project Status

- Skillings is currently working on the final design
- City has been engaged with WDFW and Suquamish Tribe
- Some design elements have taken more effort than originally scoped from the consultant



Downstream outlet of current pipe culvert

Project Budget Amendment

- Culvert alignment changed during preliminary design phase in order to shorten length
- Additional stream modeling performed to better understand downstream stream channel
- City staff requested and was granted $35,000 project increase from RCO

Project Grant Agreement

- Additional funds to be used by consultant to complete final design milestone and environmental permitting

	Initial Grant	Grant Amendment	NEW Grant Total
City Match (15%)	$42,000	$5,250	$47,250
Recreation and Conservation Office (85%)	$238,000	$29,750	$267,750
Total:	$280,000	$35,000	$315,000

Three Actions Needed:

- Grant Agreement Amendment with RCO for increased grant
- Budget Amendment to recognize increased grant funds in project budget
- Consultant Contract amendment with Skillings to amend scope & budget

QUESTIONS / MOTION

A.) Approve the Recreation and Conservation Office Grant agreement amendment and authorize Mayor to sign on behalf of the City

B.) Approve the Skillings Inc Contract Amendment in the amount of $34,986 and authorize Mayor to sign on behalf of the City

C.) Approve budget amendment BA26-401 in the amount of $35,000

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.l

MEETING DATE: November 18, 2026

AGENDA ITEM	Noll Road Corridor Stormwater Retrofit - Ecology Grant Agreement
EXHIBITS	WQC-2027-PoulPW-00439 Presentation Noll Road Stormwater Retrofit Grant Acceptance
STAFFED BY	Roberts
ESTIMATED TIME	1 min

SUMMARY STATEMENT

The City was successful in receiving a $400,000 grant from Department of Ecology for construction of the Noll Road Corridor Stormwater Retrofit project which will install 1 treatment vault and retrofit an existing swale into a bioretention swale.

This project will provide enhanced stormwater quality treatment for 7.6 acres in the Noll Road Corridor for water which discharges into Bjorgen Creek.

The City completed 90% design utilizing a prior ecology grant.

The City's match is 15% ($60,000) of the $400,000 grant and this is included in the stormwater CIP for 2027.

WORKSHOP DATE:	

IMPACTS

Expenditure Required? Yes	Included in Budget? Yes Amount: 400,000

SAMPLE MOTION:

Move to accept the grant with Ecology for the Noll Road Corridor Stormwater Retrofit project in the amount of $340,000 and authorize the Mayor to sign the grant agreement on behalf of the City.

Agreement No. WQC-2027-PoulPW-00439

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF POULSBO

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

GENERAL INFORMATION

Project Title:	Noll Road Corridor Stormwater Retrofit
Total Cost:	$400,000.00
Total Eligible Cost:	$400,000.00
Ecology Share:	$340,000.00
Recipient Share:	$60,000.00
The Effective Date of this Agreement is:	07/01/2027
The Expiration Date of this Agreement is no later than:	01/31/2029
Project Type:	Stormwater Facility

Project Short Description:
This project will improve water quality in Bjorgen Creek through installation of a modular wetland system at the corner of Noll Road and NE Hostmark Street and retrofitting an existing bioswale to a bioretention swale at Megger Circle in the Whitney's Glenn development in the City of Poulsbo. The modular wetland system will provide treatment for total suspended solids (TSS), dissolved copper and zinc, and total phosphorus. The bioretention swale will provide treatment for TSS and dissolved copper and zinc.

Project Long Description:
Increased residential development in the Noll Road corridor has resulted in increased vehicle traffic. This project will treat stormwater in this area where average daily traffic has increased but new stormwater treatment through future redevelopment or roadway improvements is unlikely. Land use surrounding the project is primarily low and medium-density residential.

This project will improve water quality in Bjorgen Creek and protect water quality in Liberty Bay. The Bjorgen Creek basin is identified as a priority in the RECIPIENT'S Stormwater Management Action Plan. Bjorgen Creek provides core summer salmonid habitat and flows to Liberty Bay which is classified as a water of extraordinary quality.

The RECIPIENT will construct facilities at two of the three sites designed under Ecology grant WQSWPC-2016-PoulPW-00036. The RECIPIENT will install a modular wetland system at the corner of Noll Road and NE Hostmark Street and will retrofit an existing bioswale to a bioretention swale at Megger Circle. The modular wetland system will provide treatment for total suspended solids (TSS), dissolved copper and zinc, and total phosphorus. The bioretention swale will provide treatment for TSS and dissolved copper and zinc. The combined stormwater runoff contributing area is 7.6 acres with approximately 2.3 acres of pollution-generating impervious surfaces.

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

RECIPIENT INFORMATION

Organization Name: City of Poulsbo

Federal Tax ID: 91-6001488
UEI Number: TW1DGKW6J8A5

Mailing Address: 200 NE Moe Street
Poulsbo, WA 98370

Physical Address: 200 NE Moe Street
Poulsbo, Washington 98370

Organization Email: publicworks@cityofpoulsbo.com

Contacts

Project Manager	Charles Roberts Engineer I 200 NE Moe Street Poulsbo, Washington 98370 Email: croberts@cityofpoulsbo.com Phone: (360) 779-4078
Billing Contact	Sandi Ryen Project Accountant 200 NE Moe Street POULSBO, Washington 98370 Email: sryen@poulsbo.gov Phone: (360) 394-9721
Authorized Signatory	Diane K Lenius Public Works Director 200 NE Moe Street Poulsbo, Washington 98370 Email: dlenius@cityofpoulsbo.com Phone: (360) 394-9750

ECOLOGY INFORMATION

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

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

Contacts

Project Manager	Lisa Rodgers PO Box 330316 Shoreline, Washington 98133-9716 Email: liro461@ecy.wa.gov Phone: (425) 229-5512
Financial Manager	Victoria Sullivan PO Box 47600 Olympia, Washington 98504-7600 Email: VSUL461@ecy.wa.gov Phone: (360) 522-3276

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: _____

Jon Kenning, PhD Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Poulsbo

By: _____

Diane K Lenius Date

Public Works Director

SCOPE OF WORK

Task Number: 1 **Task Cost:** $3,000.00

Task Title: Grant and Loan Administration

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) Recipient Close Out Report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project complies with all applicable procurement, contracting, and interlocal agreement requirements. The RECIPIENT shall preserve documentation demonstrating compliance with permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project. The RECIPIENT shall provide this documentation to ECOLOGY upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

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

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Close Out Report.
* Properly maintained project documentation.

Recipient Task Coordinator: Charles Roberts

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Close Out Report (EAGL Form)	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $7,000.00

Task Title: Cultural and Environmental Review, and Permitting

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

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential effects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and best management practices (BMP) installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the template on ECOLOGY's website. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the template on ECOLOGY's website. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY Project Manager review and notify the ECOLOGY Project Manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination prior to ECOLOGY acceptance of the 90 Percent Design Package as part of task 3.

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

Task Goal Statement:
The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

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

Cultural and Environmental Review, and Permitting

Deliverables

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the Cultural Resources Review Form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the IDP directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
2.3	SEPA Checklist, or other documentation for projects considered exempt from SEPA review. Upload to EAGL and notify ECOLOGY when the official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	
2.5	Archaeological Monitoring Plan, if applicable. Email the Monitoring Plan directly to the ECOLOGY Project Manager. DO NOT upload the Plan to EAGL.	
2.6	Archaeological Monitoring Report, if applicable. Email the Monitoring Report directly to the ECOLOGY Project Manager. DO NOT upload the Report to EAGL.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $35,000.00

Task Title: Design Plans and Specifications

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

The RECIPIENT will develop a project design. The design submittals must conform to the Stormwater Deliverables Guidance document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. The design must be reviewed and accepted by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

A. The RECIPIENT will upload the ECOLOGY-accepted Design Report, responses to ECOLOGY's Design Report comments, and the ECOLOGY Design Report Acceptance Letter.

B. The RECIPIENT will upload the ECOLOGY-accepted 90 Percent Design Package, responses to ECOLOGY's 90 Percent Design Package, and the ECOLOGY 90 Percent Design Package Acceptance Letter.

C. The RECIPIENT will upload the preliminary GIS polygon data for the stormwater facility contributing area(s) and the stormwater facility BMP(s). Acceptable formats include shapefiles, file geodatabase feature classes, shared feature service URLs, or ECOLOGY-accepted equivalent. Refer to the Stormwater Deliverable Guidance for more information.

D. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes project plans, specifications, an engineer's opinion of cost with eligible and ineligible costs broken out, and a project construction schedule. Allow 15 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an ECOLOGY Final Bid Package Acceptance Letter prior to advertising the project.

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

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

Design Plans and Specifications

Deliverables

Number	Description	Due Date
3.1	Signed and dated consultant contract, if procuring services for design. The contract must include ECOLOGY's standard contract clauses. Upload to EAGL and notify ECOLOGY.	
3.2	ECOLOGY Design Report. Upload to EAGL and notify ECOLOGY.	
3.3	Contributing area(s) and stormwater facility BMP(s) preliminary GIS polygon data. Upload to EAGL and notify ECOLOGY.	
3.4	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY.	
3.5	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.6	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	
3.7	Updated contributing area(s) and stormwater facility BMP(s) GIS polygon data, if revised. Upload to EAGL and notify ECOLOGY.	
3.8	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.9	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.10	Final Bid Package. Upload to EAGL and notify ECOLOGY.	
3.11	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY.	
3.12	ECOLOGY Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.13	Bid Documents (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $35,000.00

Task Title: Construction Management

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

A. The RECIPIENT will provide construction oversight and management of the project.

B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is in the Stormwater Deliverables Guidance document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

D. The RECIPIENT will submit a project schedule prior to the start of construction and whenever major changes occur.

E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. At a minimum, change orders must include a summary of the project changes, justification for the changes, a summary of the updated costs, and Recipient and Contractor signatures. Allow 10 calendar days for ECOLOGY review.

Task Goal Statement:
The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:
The project will be constructed on schedule and in accordance with accepted plans.

Construction Management

Deliverables

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
4.2	Pre-Construction Conference Meeting Minutes. Upload to EAGL and notify ECOLOGY.	
4.3	Project Schedule. Submit prior to construction and when changes occur. Upload to EAGL and notify ECOLOGY.	
4.4	Change Order(s). Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	

SCOPE OF WORK

Task Number: 5 **Task Cost:** $314,000.00

Task Title: Construction

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

A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The project will install a modular wetland system and retrofit a bioswale to a bioretention swale to mitigate runoff from approximately 2.3 acres of pollution-generating impervious surfaces.

B. The RECIPIENT will submit a Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

Task Goal Statement:
Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:
The constructed project will provide water quality benefits including reductions in total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper and zinc, and total phosphorus.

Construction

Deliverables

Number	Description	Due Date
5.1	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY.	
5.2	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 6 **Task Cost:** $6,000.00

Task Title: Project Close Out

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

A. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. The RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all facilities constructed with ECOLOGY funding to ECOLOGY for review. The O&M plan must address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is in the Stormwater Deliverables Guidance document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

B. The RECIPIENT will submit GIS polygon data that is consistent with the final project for the stormwater facility contributing area(s) and stormwater facility BMP(s). Acceptable formats include shapefiles, file geodatabase feature classes, public-facing feature service URLs, or ECOLOGY-accepted equivalent. Refer to the Stormwater Deliverables Guidance document for more information.

C. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.

D. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

E. The RECIPIENT will calculate and submit a final equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Stormwater Deliverables Guidance document. Include a table showing the final equivalent new/re-development area compared to the area provided in the ECOLOGY-accepted Design Report. If unchanged, provide written documentation.

F. The RECIPIENT may prepare a presentation to City Council, website, and informational signage highlighting the project and water quality benefits of the project.

Task Goal Statement:
The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:
Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Outcomes Summary.

Project Close Out

Deliverables

Number	Description	Due Date
6.1	Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
6.2	Final contributing area(s) and stormwater facility BMP(s) GIS polygon data. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
6.3	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	
6.4	Final, as constructed, equivalent new/redevelopment area determination. If unchanged, provide written documentation. Upload to EAGL and notify ECOLOGY.	
6.5	Copy of presentation to Council, website URL, and photo of information sign, if requesting reimbursement. Upload to EAGL and notify ECOLOGY.	

BUDGET

Funding Distribution EG270136

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

Funding Title: SFAP
Funding Type: Grant
Funding Effective Date: 07/01/2027 Funding Expiration Date: 01/31/2029
Funding Source:

Title: SFAP - SFY27

Fund: FD
Type: State
Funding Source %: 100%
Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 15%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	$ 3,000.00
Cultural and Environmental Review, and Permitting	$ 7,000.00
Design Plans and Specifications	$ 35,000.00
Construction Management	$ 35,000.00
Construction	$ 314,000.00
Project Close Out	$ 6,000.00
	Total: $ 400,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15.00 %	$ 60,000.00	$ 340,000.00	$ 400,000.00
Total		**$ 60,000.00**	**$ 340,000.00**	**$ 400,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Water Quality Program Special Terms and Conditions (As of August 2026)
SECTION 1: DEFINITIONS.
Unless otherwise provided, the following terms will have the respective meanings for all purposes of this Agreement:
"Administration Charge" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.
"Administrative Requirements" means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this Agreement.
"Agreement" means the formal, written contractual document that details the terms and conditions, scope of work, budget, and schedule of the grant or loan, that is signed by the authorized signatories of the RECIPIENT and ECOLOGY.
"Annual Debt Service" for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.
"Average Annual Debt Service" means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.
"Accrued Interest" means the interest incurred as loan funds are disbursed.
"Acquisition" means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
"Build American Buy American (BABA)" means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.
"Bipartisan Infrastructure Law (BIL)" means funding to improve drinking water, wastewater and stormwater infrastructure.
"Centennial Clean Water Program" means the state program funded from various state sources.
"Contract Documents" means the contract between the RECIPIENT and the construction contractor for construction of the project.
"Construction Materials" means an article, material, or supply (other than an item of primarily iron or steel; a

manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

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

"Davis Bacon Prevailing Wage Act" means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as "prevailing wage" on all government-funded construction, alteration, and repair projects.

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

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

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

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

"Estimated Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

"Equivalency" means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

"Equivalency Project" means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

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

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

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

"Final Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

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

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

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

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

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

"Initiation of Operation Date" means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

"Iron and Steel Products" means products made primarily of iron or steel including but may not be limited to: lined or

unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
"Loan" means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan Agreement.
"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.
"Loan Fund" means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.
"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.
"Loan Term" means the repayment period of the loan.
"Maintenance and Operation Expense" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.
"Manufactured Products" means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concreate; glass, including optical fiber; and lumber.
"Produced in the United States" means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.
"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.
"Prevailing Wage" means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.
"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.
"Project" means the project described in this Agreement.
"Project Completion Date" means the date specified in the Agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.
"Project Schedule" means that schedule for the project specified in the Agreement.
"Revenue-Secured Debt" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.
"Reserve Account" means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding Agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.
"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.
"Scope of Work" means the tasks and activities constituting the project.
"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.
"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan Agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan Agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.
"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.
"Termination Date" means the effective date of ECOLOGY's termination of the Agreement.
"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any

outstanding balance of the loan and all accrued interest.
"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.
"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.
"Unique Entity Identity Identifier (UEI)" means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.
"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.
"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.
"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.
SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.
The Water Quality Financial Assistance Funding Guidelines are included in this Agreement by reference and are available on ECOLOGY's Water Quality Program website.
A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting."
B. Architectural and Engineering Services: The RECIPIENT certifies by signing this Agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.
C. Acquisition: The following provisions shall be in force only if the project described in this Agreement is an acquisition project:
a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.
Documentation Options:
1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.
d. Real Property Acquisition and Relocation Assistance.
1. Federal Acquisition Policies. See Section 4 of this Agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this Agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.
e. Hazardous Substances.
1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
i. No hazardous substances were found on the site, or
ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.
f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses
The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.
D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.
E. Electronic Fund Transfers: Payment will be issued through Washington State’s Office of Financial Management’s Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/tech-support/statewide-vendor-payee-services/. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email SupplierRegistration@ofm.wa.gov.
F. Equipment Purchase: Equipment purchases over $10,000 and not included in the scope of work or the Ecology

approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $10,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

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

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

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

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

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

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

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

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

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

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

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

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this Agreement: (Applies to Section 319 funded projects only)

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

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

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this Agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, STATE REVOLVING FUND (SRF) EQUIVALENCY PROJECTS, AND SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG).

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

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $1,000,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://www.fac.gov/.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim).

E. Build America, Buy America, Pub. L. No. 117-58, 70901-52: The RECIPIENT shall ensure that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver. The RECIPIENT shall require that all contractors and subcontractors utilized for the Project include this American Iron and Steel requirement in all subcontracts and purchase agreements. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

F. Utilization of Disadvantaged Business Enterprises (DBE), 40 CFR Part 33. The RECIPIENT agrees to comply with the following requirements of the Environmental Protection Agency's Disadvantaged Business Enterprise Program for procurement activities pertaining to this Agreement as described below.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. Pursuant to 40 CFR 33.301, the RECIPIENT agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. The specific six good faith efforts can be found at: 40 CFR 33.301 (a)-(f). For Agreements that are for the benefit of Native Americans, the RECIPIENT must solicit and recruit Native American organizations and Native American-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts (40 CFR 33.304). If recruiting efforts are unsuccessful, the RECIPIENT must follow the six good faith efforts.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR Section 33.302 (a)-(d) and (i).

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

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

Bidder List, 40 CFR Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. Refer to 40 CFR 33.501 (b) and (c) for specific requirements and exemptions.

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

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

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

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

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at https://sam.gov/.

The RECIPIENT also agrees, by signing this Agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/.

The RECIPIENT shall periodically interview a sufficient number of employees entitled to the Davis-Bacon Act prevailing wages (covered employees) to verify that Contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The RECIPIENT must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

The RECIPIENT shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with the Davis-Bacon Act posed by Contractors or subcontractors and the duration of the contract or subcontract. RECIPIENTs must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the Contractor or subcontractor is not complying with the Davis-Bacon Act. RECIPIENTs shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

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

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization's information in EAGL. The UEI number must be entered into EAGL before a funding Agreement is signed.

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

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

1. Underwriting (Financial Capability Assessment) documentation, upon request.
2. Opinion of RECIPIENT's Legal Counsel – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

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

B. American Iron and Steel, P.L. 113-76, Consolidated Appropriations Act 2014, Section 436: This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States unless the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver. The RECIPIENT shall require that all contractors and subcontractors utilized for the Project include this American Iron and Steel requirement in all subcontracts and purchase agreements. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.
C. Authority of RECIPIENT: This Agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this Agreement shall be signed by ECOLOGY.
D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTs agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.
E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this Agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.
F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: https://ecology.wa.gov/water-shorelines/water-quality/water-quality-grants-and-loans/cwsrf-funding-requirements#sign.
G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.
H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:
(i) the execution of this Agreement; or
(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
(iv) in any manner questioning the proceedings and authority under which the Agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this Agreement has been repealed, revoked, or rescinded.
I. Loan Interest Rate and Terms: This loan Agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.
When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan Agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

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

J. Loan Repayment:

Sources of Loan Repayment

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

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

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

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

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

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

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

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

(i) The Loan Amount with interest

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

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

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

Method and Conditions on Repayments

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

Thereafter, equal payments shall be due every six months.

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

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611

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

RECIPIENT" to ECOLOGY before this Agreement will be signed. ECOLOGY will provide the form.

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

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

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

The RECIPIENT shall periodically interview a sufficient number of employees entitled to the Davis-Bacon Act prevailing wages (covered employees) to verify that Contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The RECIPIENT must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

The RECIPIENT shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with the Davis-Bacon Act posed by Contractors or subcontractors and the duration of the contract or subcontract. RECIPIENTs must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the Contractor or subcontractor is not complying with the Davis-Bacon Act. RECIPIENTs shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

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

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

- The Davis-Bacon Act, 29 CFR, prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)"

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

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

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

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan Agreement remain true as of the date of the request and that no

adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan Agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

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

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

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

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

4. Expressed written Agreement by the ECOLOGY.

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

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

The sewer use ordinance must include provisions to:

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

2) Prohibit inflow of stormwater into separated sewer systems.

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

S. Termination and Default:

Termination and Default Events

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

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

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

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

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

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its

sole discretion, withdraw the loan and make no further payments under this Agreement.
Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.
Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.
Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.
Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.
Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.
Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this Agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.
Documents and Materials. If this Agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this Agreement.
Fees and Expenses. In any action to enforce the provisions of this Agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.
Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this Agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.
T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.
In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

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

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

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

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

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

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

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

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
03/11/2026 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." https://apps.ecology.wa.gov/publications/UIPages/SummaryPages/2601001.html
b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.
The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.
RECIPIENT shall:
a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.
RECIPIENT shall:
• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.
c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

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

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

7. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/tech-support/statewide-vendor-payee-services/. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email SupplierRegistration@ofm.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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

8. COMPLIANCE WITH ALL LAWS

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

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

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

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

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

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

review.
The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
• Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
• Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
• Submit the QAPP to ECOLOGY for review and approval before the start of the work.
b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

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

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

16. KICKBACKS

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

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

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

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

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

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

22. RECORDS, AUDITS, AND INSPECTIONS

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

23. RECOVERY OF FUNDS

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

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

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

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit the Washington State Procurement Manual web page, Green Purchasing, https://des.wa.gov/purchase/washington-state-procurement-manual/green-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

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

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

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

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

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

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

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

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

End of General Terms and Conditions

NOLL ROAD STORMWATER RETROFIT GRANT ACCEPTANCE

POULSBO CITY COUNCIL

NOVEMBER 18, 2026

PROJECT BACKGROUND

- Ecology funded design – completed 2021
- Water quality improvements to stormwater runoff:
  - Bioretention Swale in Megger Circle
  - Treatment Vault on Hostmark & Noll
- Project will provide enhanced stormwater quality treatment to remove metals, phosphorus, and total suspended solids runoff enters Bjorgen Creek

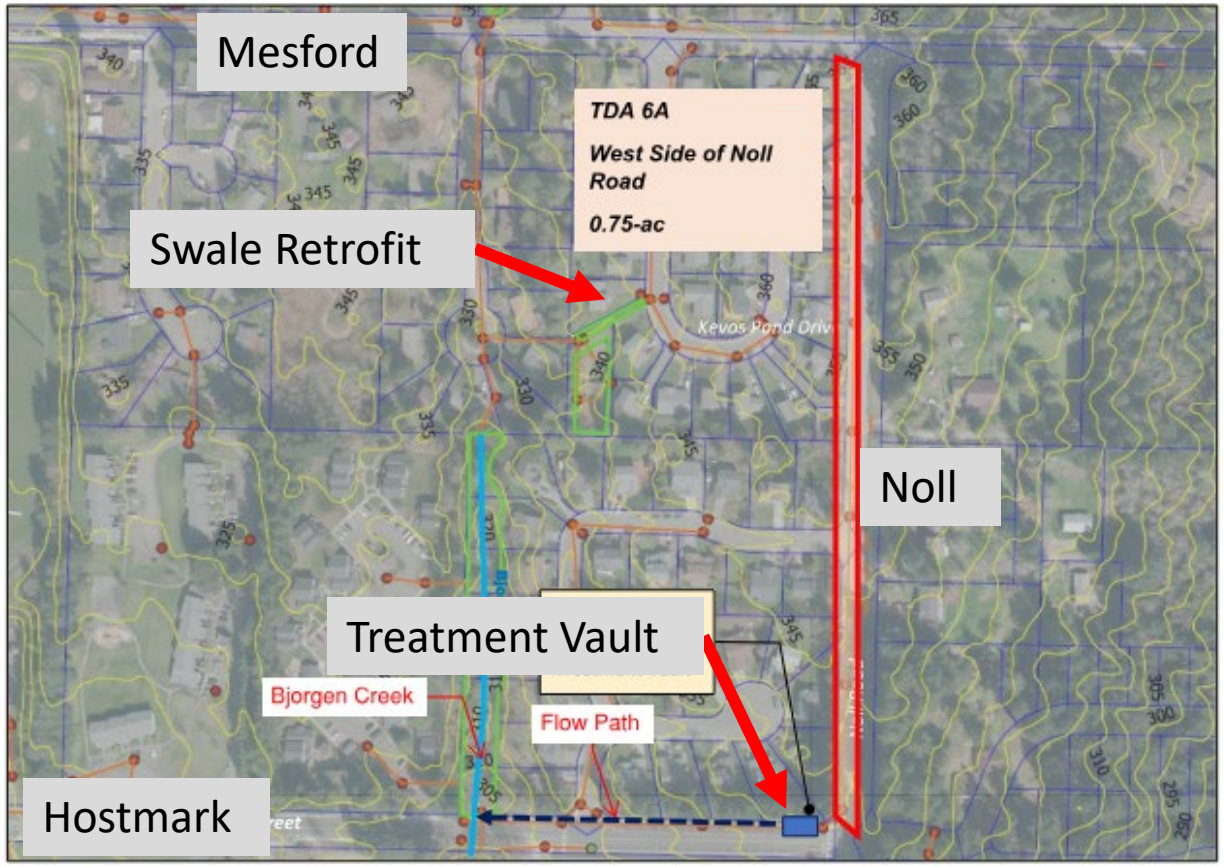
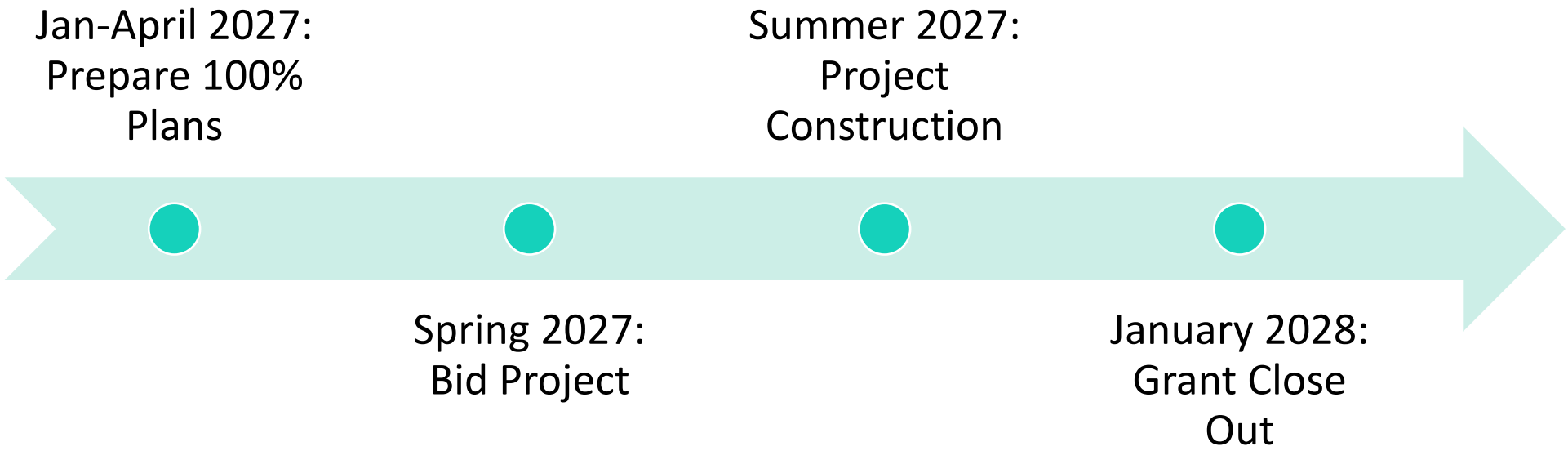


Figure 8. TDA 6A, Noll Road Water Quality Vault
Noll Road Corridor Retrofit
City of Poulsbo

PROJECT STATUS AND TIMELINE



GRANT AGREEMENT

Task	Cost
Grant Administration	$3,000
Cultural and Environmental Review	$7,000
Final Design Development	$35,000
Construction	$349,000
Grant Close-Out	$6,000

Total Project Cost: $400,000

- Ecology Grant = $340,000
- City Share = $60,000

Project is included in stormwater CIP and budgeted for 2027

QUESTIONS AND MOTION

Sample Motion:

Move to accept the grant with Ecology for the Noll Road Corridor Stormwater Retrofit project in the amount of $340,000 and authorize the Mayor to sign the grant agreement on behalf of the City.

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.m

MEETING DATE: November 18, 2026

AGENDA ITEM	On-Call Building Services Contract
EXHIBITS	Professional Services Contract_Over Built Acres LLC
STAFFED BY	Logue
ESTIMATED TIME	1 min

SUMMARY STATEMENT

The Building Department is requesting City Council approval of a professional services agreement with Over Built Acres, LLC to provide on-call building plan review and Smart Gov permitting software support.

This agreement will provide the City with additional technical expertise and staffing flexibility to assist with plan review workloads, maintain timely permit processing, and support continued improvements to the City's electronic permitting system.

Services will be provided on an as-needed basis, allowing the City to utilize the consultant only when necessary. The agreement establishes hourly rates of $115 for building plan review and $125 for Smart Gov software support and system improvements.

The proposed agreement is for two years, with the option to extend for one additional year.

Staff recommends City Council approval of the professional services agreement with Over Built Acres, LLC.

WORKSHOP DATE:	

IMPACTS

Expenditure Required? Yes	Included in Budget? Yes Amount: 0

SAMPLE MOTION:

Move to approve the Professional Services Agreement between the City of Poulsbo and Over Built Acres, LLC, for on-call building plan review and Smart Gov permitting software support services, and authorize the Mayor to execute the agreement on behalf of the City.

City of Poulsbo
Professional Services Agreement

On-Call Plan Review and Smart Gov Consultant Services

Over Built Acres, LLC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Poulsbo, Washington, hereinafter called the CITY, and Over Built Acres, LLC, hereinafter called the CONSULTANT. The CITY and the CONSULTANT are each a Party and may be collectively referred to as the Parties.

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

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

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

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

1. Scope of Work - The City hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full ("Services"). The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement. All Services shall meet the approval of the Mayor and City Council, as appropriate.

2. Warranty – The CONSULTANT warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by applicable agencies and governmental entities. The CONSULTANT shall be responsible for the professional quality, technical adequacy, and accuracy, timely completion, and coordination of all plans, designs, drawings, specifications, reports, and any other work product prepared or performed pursuant to this Agreement on behalf of CONSULTANT. The CONSULTANT shall perform its work in accordance with the requirements of this Agreement and pursuant to the standards of professional care, skill, diligence, and competence as are normally exercised by other members and/or firms of the profession in good standing working under the same or similar conditions and circumstances and in similar communities as the Services provided by the CONSULTANT under this Agreement. The CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing work pursuant to this Agreement on behalf of the CONSULTANT. The CITY shall also have the right to deduct from payments to the CONSULTANT costs or damages incurred by the CITY, or which may be incurred by the CITY, as a result of the CONSULTANT'S failure to comply with the requirements of this Agreement or failure to meet the professional standard of care and skill, or both. The CITY'S approval of plans, drawings, designs, specifications, reports, and other products of the Services rendered hereunder shall not in any way relieve the CONSULTANT of responsibility for the technical adequacy or accuracy thereof. Neither the CITY'S review, approval, acceptance of, and/or payment for any Services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

3. Completion of Work - The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall provide 'on-call' services to the CITY for the duration of two (2) years from the date this agreement is executed. The CITY may extend the duration of this agreement by one (1) additional year at its discretion by providing notice to the CONSULTANT no less than thirty days prior to expiration of this agreement. The CONSULTANT shall complete individual task orders by the completion date described in each task order. A failure to complete the work by such date, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but will be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by
circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

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

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

5. Changes in Work - The CONSULTANT shall make such changes and revisions in the complete work provided by this Agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 6.

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

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

product produced by the CONSULTANT are to be submitted in an electronic and hard copy format. This Section 7 shall survive the expiration or termination of this Agreement.

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

9. Indemnity - The CONSULTANT agrees to, and shall fully, hold harmless, indemnify and defend the CITY, its officers, officials, agents, and employees (collectively "Indemnified Parties") from and against any and all allegations, claims, losses, costs, expenses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, sub consultants or employees, in connection with the services required by this agreement, provided, however, that (i) the CONSULTANT'S obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and (ii) the CONSULTANT'S obligations to fully indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, sub consultant or employee of the CONSULT ANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

The CONSULTANT'S obligations under this Section 9 include, but are not limited to, all claims against any Indemnified Parties by an employee or former employee of the CONSULTANT or any of its subcontractors or agents. For this purpose, the CONSULTANT expressly waives, as respects the CITY and Indemnified Parties only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other worker's compensation act, disability act, or other employee benefit act of any jurisdiction which would otherwise be applicable.

BY SIGNING THIS AGREEMENT, THE CITY AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

The CONSULTANT'S obligations under this Section 9 shall survive expiration or termination of the Agreement.

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

10.1 No Limitation. CONSULTANT'S maintenance of insurance as required by the agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

10.2 Minimum Scope of Insurance. The CONSULTANT shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT'S Commercial General Liability insurance policy with respect to the work performed for the CITY.

2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

3. Professional Liability insurance appropriate to the CONSULTANT'S profession.

10.3 Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

2. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

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

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

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

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

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

11. Records - The CONSULTANT shall maintain accounts and records, including personnel, property, financial, and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records

as may be deemed necessary by the City to ensure the performance of this Agreement.

11.1 These records shall be maintained for a period of seven (7) years after termination or expiration of this Agreement unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

11.2 To the extent it is determined that records held by the Consultant identified in this Section 11 are subject to the Washington Public Records Act (RCW 42.56), the Consultant shall, upon request of the City, promptly deliver such records to the City for the purpose of responding to a public records request.

11.3 This section shall survive expiration or termination of this Agreement.

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

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

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

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

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

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

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

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

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

20. Taxes - The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. City Business License - The CONSULTANT has obtained, or agrees to obtain a business license from the CITY prior to commencing to perform any services under this Agreement. The CONSULTANT will maintain the business license in good standing throughout the term of the Agreement.

22. Entire Agreement - This Agreement represents the entire integrated Agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. The terms of this Agreement also supersede any contrary provisions of any of the Exhibits attached hereto and where any conflict between the terms of this Agreement and the Exhibits exists, the terms of this Agreement control. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

23. Authorized Signatures. By their signatures below, each party represents that they are fully authorized to sign for and on behalf of the named principal above.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

25. Effective Date. This Agreement is effective on the latest date this Agreement is executed by both parties.

IN WITNESS WHEREOF, the parties agree to be bound by the terms and conditions set forth above.

CONSULTANT: Over Built Acres, LLC

By: _____ Addr:

Title:

CITY OF POULSBO:

By: _____ Addr: 200 NE Moe Street
Edward R. Stern, Mayor Poulsbo, WA 98370

ATTEST/AUTHENTICATED:

_____
Rhiannon K. Fernandez, CMC, City Clerk

APPROVED AS TO FORM:

_____
Emily Romanenko, City Attorney

EXHIBIT A

SCOPE OF SERVICES

On-Call Plan Review and SmartGov Software Support

CONSULTANT: Over Built Acres LLC

1. General

Services shall be provided on an as-needed basis and may include plan review, permit and development application review, technical assistance, and support related to the CITY's SmartGov permitting and licensing software.

2. Plan Review Services

At the request of the CITY, the CONSULTANT may provide plan review and related technical review services for building permits, development applications, land use applications, site improvements, tenant improvements, and other projects within the CITY.

Plan review services may include, but are not limited to:

- Review of plans, drawings, specifications, applications, and supporting documentation for compliance with applicable codes, ordinances, regulations, and adopted standards.
- Review of revisions and resubmittals in response to previous review comments.
- Preparation of written plan review comments and correction notices.
- Coordination with CITY staff regarding plan review findings, outstanding corrections, and technical questions.
- Communication with applicants, property owners, contractors, design professionals, and other project representatives, as directed by the CITY.
- Assistance with interpretation and application of applicable codes, regulations, and CITY requirements within the CONSULTANT's area of expertise.
- Participation in meetings, consultations, or other discussions related to assigned plan review matters.
- Other related plan review services requested by the CITY and authorized under this Agreement.

The CONSULTANT shall perform plan review services in accordance with applicable federal, state, and local laws, codes, regulations, ordinances, and CITY-adopted standards in effect at the time of the review.

3. SmartGov Software Support

The CONSULTANT may provide technical and operational support to CITY staff related to the CITY's use and administration of the SmartGov permitting and licensing software platform.

SmartGov support services may include, but are not limited to:

- Assistance with SmartGov configuration and workflow questions.
- Assistance with permit, application, review, inspection, and approval workflows.
- Troubleshooting SmartGov-related issues encountered by CITY staff.
- Assistance with developing, modifying, or maintaining forms, templates, checklists, review comments, and other SmartGov-related materials.
- Assistance with system configuration and business process improvements.
- Assistance with user access, permissions, and other administrative functions, as authorized by the CITY.
- Assistance with reports, searches, data entry, and other SmartGov functionality.
- Troubleshooting and coordination with SmartGov technical support, as appropriate.
- Training or one-on-one instruction for CITY staff on SmartGov functions and processes.
- Assistance with testing system changes, updates, workflows, or configurations.
- Other SmartGov-related support requested by the CITY and authorized under this Agreement.

The CONSULTANT shall not make changes to CITY systems, data, workflows, or configurations without specific instruction from the CITY's Building Official.

5. Deliverables

Depending upon the assignment, deliverables may include:

- Written plan review comments;
- Correction notices;

- Review letters or memoranda;
- Code or regulatory analysis;
- SmartGov configuration or workflow documentation;
- Reports or other system-related documentation; and
- Other work products specifically requested by the CITY.

All deliverables shall be provided in a format reasonably acceptable to the CITY.

The CONSULTANT shall provide personnel who possess the education, training, experience, certifications, and/or professional licenses necessary to perform the services assigned under this Agreement.

Where a particular service requires a professional license, certification, or other credential under applicable law, the CONSULTANT shall ensure that the service is performed by appropriately qualified personnel.

5. Exclusions

Unless specifically authorized by the CITY in writing, the Services under this Exhibit do not include:

- Preparation of construction documents or design plans;
- Engineering, architectural, surveying, or other professional design services;
- Legal services or legal opinions;
- Services requiring a professional license or certification not held by the CONSULTANT;
- Implementation of major SmartGov system modifications or integrations;
- Custom software development; or
- Services outside the general scope identified in this Exhibit.

Any services outside the scope of this Exhibit may be performed only upon written authorization by the CITY and, where applicable, in accordance with the Agreement's provisions concerning Extra Work.

The Consultant shall not drive or travel as part of this contracted work. All work to be done in a remote office.

OVERBUILT ACRES LLC
Municipal Building Department Services

EXHIBIT B — SCHEDULE OF HOURLY RATES

City of Poulsbo | On-Call Building Department Support Services

Services requested by the City	Hourly rate
Smart Gov Software Programming and Systems Improvement	$125.00
Building Department Plan Review	$115.00
Poulsbo Municipal Code Updates	$125.00
Other Assignments Upon Request	$115.00

Overbuilt Acres LLC | 269-503-5148 | overbuiltacresllc@gmail.com

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.n

MEETING DATE: November 18, 2026

AGENDA ITEM	Resolution No. 2026-12 - City Hall Closures
EXHIBITS	Resolution No. 2026-12 - City Hall Closure
STAFFED BY	Fernandez
ESTIMATED TIME	1 min

SUMMARY STATEMENT

Staff expects there will be minimal public use of city services on Thursday, December 24, 2026, and on Thursday, December 31, 2026. In keeping with the tradition of closing early for Christmas Eve and New Year's Eve, the Mayor recommends city offices be closed to the public at noon on December 24 and December 31. If Council adopts the resolution, staff will have the option of using accrued leave (vacation, personal leave, floating holiday, or comp time), taking approved leave without pay, or working those afternoons.

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: N/A

SAMPLE MOTION:

Approve Resolution No. 2026-12, a resolution of the City Council of the City of Poulsbo, Washington, declaring Thursday, December 24, 2026, beginning at 12:00 pm as City Hall closure and Thursday, December 31, 2026 beginning at 12:00 pm as City Hall closure.

RESOLUTION NO. 2026-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POULSBO, WASHINGTON, DECLARING THURSDAY, DECEMBER 24, 2026, BEGINNING at 12:00 PM AS CITY HALL CLOSURE AND THURSDAY, DECEMBER 31, 2026, BEGINNING at 12:00 PM AS CITY HALL CLOSURE

WHEREAS, the City has traditionally closed for a half day on Christmas Eve, which falls on a Thursday this year. In keeping with this tradition and the minimal public use of city services anticipated after 12:00 PM on Thursday; and

WHEREAS, the City has traditionally closed for a half day on New Year's Eve, which falls on a Thursday this year. In keeping with this tradition and the minimal public use of city services anticipated after 12:00 PM on Thursday; and

WHEREAS, the half day closures on Thursday, December 24, 2026, and Thursday, December 31, 2026, have been requested by employees of the City of Poulsbo and it will increase staff morale to remain closed to the public during those times; now therefore,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF POULSBO, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

That City of Poulsbo offices will be closed to the public on Thursday, December 24, 2026, at 12:00 PM and Thursday, December 31, 2026, at 12:00 PM. Staff has the option of 1) using their accrued vacation leave, personal or floating holiday, or comp time; 2) working during the closure; or 3) taking approved leave without pay if they choose not to work during the closure.

RESOLVED this 18th day of November 2026.

EDWARD R. STERN, MAYOR

ATTEST:

RHIANNON FERNANDEZ CMC, CITY CLERK

FILED WITH CITY CLERK: 11/10/2026
PASSED BY CITY COUNCIL: 11/18/2026
RESOLUTION NO. 2026-12

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.o

MEETING DATE: November 18, 2026

AGENDA ITEM	Payable Disbursements for October 2026
EXHIBITS	10 October Disbursement Register 10 October Check Register 10 October EFT Register
STAFFED BY	Booher
ESTIMATED TIME	1 min

SUMMARY STATEMENT

Move to approve Payable Disbursements for the period of October 1, 2026 through October 31, 2026, in the amount of $6,956,527.31 to include Accounts Payable Check Numbers 10055737 through 10055859, Accounts Payable Voucher Numbers V9007864 through V9007984, Payroll Check Numbers 30063728 through 30064058, and Electronic Disbursement Numbers 226-156 through 226-176.

WORKSHOP DATE:	

IMPACTS

Expenditure Required? Yes	Included in Budget? Yes Amount: $6,956,527.31

SAMPLE MOTION:

To approve Payable Disbursements for the period of October 1, 2026 through October 31, 2026, in the amount of $6,956,527.31 to include Accounts Payable Check Numbers 10055737 through 10055859, Accounts Payable Voucher Numbers V9007864 through V9007984, Payroll Check Numbers 30063728 through 30064058, and Electronic Disbursement Numbers 226-156 through 226-176.

DISBURSEMENT REGISTER
October 2026

ACCOUNTS PAYABLE CLAIMS

Check Date	Check & Voucher Numbers From	To		Amount
10/07/2026	10055737	10055764	$	138,890.28
	V9007864	V9007899	$	1,153,649.11
10/14/2026	10055765	10055786	$	266,749.48
	V9007900	V9007916	$	160,895.33
10/22/2026	10055787	10055816	$	111,493.25
	9007917	9007931	$	60,382.15
	V9007932	V9007965	$	451,543.20
10/28/2026	10055817	10055859	$	293,821.61
	V9007966	V9007984	$	796,739.98
VOID explanation: ***Voided and remitted as Unclaimed Property***: 10051621, 10051926, 10051935, 10051948, 10051952, 10051955 10051956, 10051965, 10051966, 10051974, 10051977, 10052010 10052011, 10052025, 10052194, 10052264, 10052720, 10052818 10052829, 10053281			$	(1,108.01)
Voided lost & reissued: 10051306 & 10052901			$	(513.07)
Voided & reissued due to name change: 10055710			$	(195.58)
		Total A/P Checks:	**$**	**3,432,347.73**

PAYROLL

Check Date	Check Numbers From	To		Amount
10/06/2026	30063728	30063896	$	393,395.92
10/21/2026	30063897	30064058	$	361,292.51
		Total P/R Checks:	**$**	**754,688.43**

EFT PAYMENTS

EFT Number			
226- 156	$	991,781.51
226- 157	$	148,870.53
226- 158	$	77,228.06
226- 159	$	221,950.35
226- 160	$	963.28
226- 161	$	912.70
226- 162	$	26,844.35
226- 163	$	9,443.13
226- 164	$	1,430.72
226- 165	$	205.00
226- 166	$	61,950.04
226- 167	$	131,959.31
226- 168	$	72,065.94
226- 169	$	912.70
226- 170	$	743.08
226- 171	$	1,262.69
226- 172	$	1,008,355.75
226- 173	$	1,120.34
226- 174	$	923.00
226- 175	$	6,579.27
226- 176	$	3,989.40
Total EFTs:	**$**	**2,769,491.15**

TOTAL ALL DISBURSEMENTS: **$ 6,956,527.31**

APPROVAL:

Lauin Campbell
Audited by: L. Campbell, Senior Accountant

D Booher
Approved by: D. Booher, Assistant City Administrator

SELECTION CRITERIA: chkstat.rundate between '20261001 00:00:00.000' and '20261031 00:00:00.000'

DISTRIBUTION FUND: 999

	CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
	226156	10/01/2026	KEYBANK N.A.	M	991781.51	MANUAL CHECK
	226157	10/06/2026	INTERNAL REVENUE SERVICE	M	148870.53	MANUAL CHECK
	226158	10/08/2026	DEPARTMENT OF RETIREMENT SYSTEMS	M	77228.06	MANUAL CHECK
	226159	10/06/2026	NW ADMIN TRANSFER ACCOUNT	M	221950.35	MANUAL CHECK
	226160	10/06/2026	COLONIAL INSURANCE	M	963.28	MANUAL CHECK
	226161	10/08/2026	WASHINGTON STATE SUPPORT REGISTRY	M	912.70	MANUAL CHECK
	226162	10/20/2026	CENEX FLEETCARD	M	26844.35	MANUAL CHECK
	226163	10/15/2026	OFFICE OF STATE TREASURER	M	9443.13	MANUAL CHECK
	226164	10/01/2026	CIVICPLUS LLC	M	1430.72	MANUAL CHECK
	226165	10/15/2026	KEYBANK N.A.	M	205.00	MANUAL CHECK
	226166	10/26/2026	ST OF WA DEPT OF REVENUE -EXCISE	M	61950.04	MANUAL CHECK
	226167	10/21/2026	INTERNAL REVENUE SERVICE	M	131959.31	MANUAL CHECK
	226168	10/23/2026	DEPARTMENT OF RETIREMENT SYSTEMS	M	72065.94	MANUAL CHECK
	226169	10/23/2026	WASHINGTON STATE SUPPORT REGISTRY	M	912.70	MANUAL CHECK
	226170	10/21/2026	NEW YORK LIFE INSURANCE	M	743.08	MANUAL CHECK
	226171	10/28/2026	ST OF WA DEPT OF REVENUE -LEASEHOLD	M	1262.69	MANUAL CHECK
	226172	10/27/2026	KEYBANK N.A.	M	1008355.75	MANUAL CHECK
	226173	10/30/2026	ST OF WA DEPT OF REVENUE -EXCISE	M	1120.34	MANUAL CHECK
	226174	10/30/2026	ST OF WA DEPT OF REVENUE -EXCISE	M	923.00	MANUAL CHECK
	226175	10/27/2026	NORTH AMERICAN BANCARD HOLDINGS INC	M	6579.27	MANUAL CHECK
	226176	10/27/2026	NORTH AMERICAN BANCARD HOLDINGS INC	M	3989.40	MANUAL CHECK
*	9007917	10/22/2026	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
	9007918	10/22/2026	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
	9007919	10/22/2026	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
	9007920	10/22/2026	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
	9007921	10/22/2026	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
	9007922	10/22/2026	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
	9007923	10/22/2026	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
	9007924	10/22/2026	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
	9007925	10/22/2026	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
	9007926	10/22/2026	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
	9007927	10/22/2026	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
	9007928	10/22/2026	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
	9007929	10/22/2026	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
	9007930	10/22/2026	KEY2PURCHASE	V	0.00	VOID: MULTI STUB CHECK
	9007931	10/22/2026	KEY2PURCHASE	R	60382.15	ACCOUNTS PAYABLE CHECK
*	10051306	10/20/2026	GROJEAN DAVID JOSEPH	V	-60.00	VOID MANUAL CHECK
*	10051621	10/29/2026	TIERNEY JESSICA L	V	-175.03	VOID MANUAL CHECK
*	10051926	10/29/2026	BROGDEN JEANIEANN	V	-18.20	VOID MANUAL CHECK
*	10051935	10/29/2026	DECKERS KAITLYN	V	-14.50	VOID MANUAL CHECK
*	10051948	10/29/2026	GRATZ KATIE	V	-35.00	VOID MANUAL CHECK
*	10051952	10/29/2026	HOYT REBECCA	V	-0.50	VOID MANUAL CHECK
*	10051955	10/29/2026	IVES MARIAH FAYE	V	-14.50	VOID MANUAL CHECK
	10051956	10/29/2026	JOHNSON JEREMY	V	-25.00	VOID MANUAL CHECK
*	10051965	10/29/2026	LEVENGOOD BRENDA JOYCE	V	-11.00	VOID MANUAL CHECK
	10051966	10/29/2026	MABE HAYLIE	V	-35.30	VOID MANUAL CHECK
*	10051974	10/29/2026	NORWOOD ELIN ELIZABETH	V	-16.00	VOID MANUAL CHECK
*	10051977	10/29/2026	O'MEARA SUSAN	V	-25.00	VOID MANUAL CHECK
*	10052010	10/29/2026	WOODWARD ELIZABETH KAY	V	-9.25	VOID MANUAL CHECK
	10052011	10/29/2026	ZUKOWSKY LISA	V	-14.20	VOID MANUAL CHECK
*	10052025	10/29/2026	DIPPLE RONALD F	V	-7.69	VOID MANUAL CHECK
*	10052194	10/29/2026	COLGREN GARY & SCHMIDT-COLGREN	V	-27.31	VOID MANUAL CHECK
*	10052264	10/29/2026	BLACKMORE CODY	V	-570.51	VOID MANUAL CHECK

SELECTION CRITERIA: chkstat.rundate between '20261001 00:00:00.000' and '20261031 00:00:00.000'

*10052720	10/29/2026	WA ASSOC OF PUBLIC RECORDS OFFICERS	V	-25.00	VOID MANUAL CHECK
*10052818	10/29/2026	SPUDIC-JACKSON CASSANDRA	V	-40.00	VOID MANUAL CHECK
*10052829	10/29/2026	WILETTE KELLY	V	-24.03	VOID MANUAL CHECK
*10052904	10/26/2026	OLYMPIC SPRINGS INC.	V	-453.07	VOID MANUAL CHECK
*10053281	10/29/2026	NETVISION	V	-19.99	VOID MANUAL CHECK
*10055710	10/14/2026	BOURHILL RAYMOND G & JAN	V	-195.58	VOID MANUAL CHECK
*10055737	10/07/2026	AFLAC INSURANCE	R	1450.54	ACCOUNTS PAYABLE CHECK
10055738	10/07/2026	AIRDATA UAV INC.	R	720.00	ACCOUNTS PAYABLE CHECK
10055739	10/07/2026	BUILDERS FIRSTSOURCE INC	R	1151.13	ACCOUNTS PAYABLE CHECK
10055740	10/07/2026	CASCADE NATURAL GAS CORPORATION	R	150.73	ACCOUNTS PAYABLE CHECK
10055741	10/07/2026	CDW LLC	R	3512.69	ACCOUNTS PAYABLE CHECK
10055742	10/07/2026	CHAPTER 13 TRUSTEE	R	2793.00	ACCOUNTS PAYABLE CHECK
10055743	10/07/2026	CITY OF POULSBO	R	14079.75	ACCOUNTS PAYABLE CHECK
10055744	10/07/2026	CIVICPLUS LLC	R	3995.08	ACCOUNTS PAYABLE CHECK
10055745	10/07/2026	CRAWFORD LESTER D	R	316.00	ACCOUNTS PAYABLE CHECK
10055746	10/07/2026	CRETEX SPECIALTY PRODUCTS INC.	R	2174.83	ACCOUNTS PAYABLE CHECK
10055747	10/07/2026	DATEC INC	R	322.44	ACCOUNTS PAYABLE CHECK
10055748	10/07/2026	HD SUPPLY FACILITIES MAINTENANCE	R	441.39	ACCOUNTS PAYABLE CHECK
10055749	10/07/2026	LEADSONLINE	R	3030.89	ACCOUNTS PAYABLE CHECK
10055750	10/07/2026	ADMINISTRATIVE OFFICE OF THE COURTS	R	165.00	ACCOUNTS PAYABLE CHECK
10055751	10/07/2026	O'REILLY AUTO PARTS	R	196.99	ACCOUNTS PAYABLE CHECK
10055752	10/07/2026	PACIFIC OFFICE AUTOMATION	R	120.07	ACCOUNTS PAYABLE CHECK
10055753	10/07/2026	POMP'S TIRE SERVICE INC.	R	415.36	ACCOUNTS PAYABLE CHECK
10055754	10/07/2026	POULSBO FIRST LUTHERAN CHURCH	R	110.00	ACCOUNTS PAYABLE CHECK
10055755	10/07/2026	RIGHT! SYSTEMS INC	R	1792.78	ACCOUNTS PAYABLE CHECK
10055756	10/07/2026	SIX ROBBLEES' INC.	R	218.58	ACCOUNTS PAYABLE CHECK
10055757	10/07/2026	SNAP-ON CREDIT LLC	R	68.21	ACCOUNTS PAYABLE CHECK
10055758	10/07/2026	STERICYCLE INC	R	10.36	ACCOUNTS PAYABLE CHECK
10055759	10/07/2026	TACOMA SCREW PRODUCTS INC	R	122.57	ACCOUNTS PAYABLE CHECK
10055760	10/07/2026	TEAMSTERS LOCAL 589	R	6193.00	ACCOUNTS PAYABLE CHECK
10055761	10/07/2026	TRIPOINTE HOMES	R	93195.00	ACCOUNTS PAYABLE CHECK
10055762	10/07/2026	ULINE INC	R	895.94	ACCOUNTS PAYABLE CHECK
10055763	10/07/2026	VESTIS GROUP DBA VESTIS SERVICES	R	87.95	ACCOUNTS PAYABLE CHECK
10055764	10/07/2026	WESTERN STATES POLICE MEDICAL TRUST	R	1160.00	ACCOUNTS PAYABLE CHECK
10055765	10/14/2026	AT&T FINANCE	R	45.81	ACCOUNTS PAYABLE CHECK
10055766	10/14/2026	BAINBRIDGE DISPOSAL INC	R	62303.50	ACCOUNTS PAYABLE CHECK
10055767	10/14/2026	BOURHILL RAYMOND G	R	195.58	ACCOUNTS PAYABLE CHECK
10055768	10/14/2026	CHS INC	R	22.84	ACCOUNTS PAYABLE CHECK
10055769	10/14/2026	CITY OF BREMERTON	R	2250.00	ACCOUNTS PAYABLE CHECK
10055770	10/14/2026	CORNELL LEANNE	R	200.00	ACCOUNTS PAYABLE CHECK
10055771	10/14/2026	DEPARTMENT OF LABOR & INDUSTRIES	R	100980.28	ACCOUNTS PAYABLE CHECK
10055772	10/14/2026	EMPLOYMENT SECURITY DEPARTMENT	R	6295.96	ACCOUNTS PAYABLE CHECK
10055773	10/14/2026	EMPLOYMENT SECURITY DEPART	R	36992.04	ACCOUNTS PAYABLE CHECK
10055774	10/14/2026	EMPLOYMENT SECURITY DEPARTMENT	R	14285.57	ACCOUNTS PAYABLE CHECK
10055775	10/14/2026	INSLEE BEST DOEZIE & RYDER P.S.	R	8085.00	ACCOUNTS PAYABLE CHECK
10055776	10/14/2026	HAROLD LEMAY ENTERPRISES INC	R	110.62	ACCOUNTS PAYABLE CHECK
10055777	10/14/2026	O'REILLY AUTO PARTS	R	200.96	ACCOUNTS PAYABLE CHECK
10055778	10/14/2026	PATE LINA	R	25.00	ACCOUNTS PAYABLE CHECK
10055779	10/14/2026	RES GROUP NW LLC	R	644.36	ACCOUNTS PAYABLE CHECK
10055780	10/14/2026	RICOH USA INC	R	55.03	ACCOUNTS PAYABLE CHECK
10055781	10/14/2026	RIGHT! SYSTEMS INC	R	4535.95	ACCOUNTS PAYABLE CHECK
10055782	10/14/2026	TOTER INC	R	27658.38	ACCOUNTS PAYABLE CHECK
10055783	10/14/2026	WA ST CRIMINAL JUSTICE TRAINING COM	R	1096.00	ACCOUNTS PAYABLE CHECK
10055784	10/14/2026	WATER MANAGEMENT LABORATORY	R	600.00	ACCOUNTS PAYABLE CHECK
10055785	10/14/2026	WENZLAU ARCHITECTS INC PS	R	39.10	ACCOUNTS PAYABLE CHECK
10055786	10/14/2026	YELISH BARKER & CUNNINGHAM	R	127.50	ACCOUNTS PAYABLE CHECK
10055787	10/22/2026	APACHE CAMPING CENTER	R	3436.72	ACCOUNTS PAYABLE CHECK

SELECTION CRITERIA: chkstat.rundate between '20261001 00:00:00.000' and '20261031 00:00:00.000'

10055788	10/22/2026	BUILDERS FIRSTSOURCE INC	R	695.63	ACCOUNTS PAYABLE CHECK
10055789	10/22/2026	CENTRALSQUARE TECH DBA SUPERION LLC	R	6854.80	ACCOUNTS PAYABLE CHECK
10055790	10/22/2026	CHAPTER 13 TRUSTEE	R	2793.00	ACCOUNTS PAYABLE CHECK
10055791	10/22/2026	CITY OF POULSBO	R	7958.11	ACCOUNTS PAYABLE CHECK
10055792	10/22/2026	DEPARTMENT OF LABOR & INDUSTRIES	R	95.05	ACCOUNTS PAYABLE CHECK
10055793	10/22/2026	FILEONQ INC	R	545.41	ACCOUNTS PAYABLE CHECK
10055794	10/22/2026	WW GRAINGER INC	R	177.69	ACCOUNTS PAYABLE CHECK
10055795	10/22/2026	GROJEAN DAVID JOSEPH	R	60.00	ACCOUNTS PAYABLE CHECK
10055796	10/22/2026	HD SUPPLY FACILITIES MAINTENANCE	R	1107.14	ACCOUNTS PAYABLE CHECK
10055797	10/22/2026	INTERSTATE BATTERY	R	143.13	ACCOUNTS PAYABLE CHECK
10055798	10/22/2026	KITSAP COUNTY PROSECUTOR	R	14282.12	ACCOUNTS PAYABLE CHECK
10055799	10/22/2026	USA TODAY (KITSAP SUN) - KEYBANK	R	12.68	ACCOUNTS PAYABLE CHECK
10055800	10/22/2026	LANGUAGE LINE SERVICES INC	R	60.67	ACCOUNTS PAYABLE CHECK
10055801	10/22/2026	LARSON GLASS TECHNOLOGY INC	R	446.63	ACCOUNTS PAYABLE CHECK
10055802	10/22/2026	LOCKER61	R	416.50	ACCOUNTS PAYABLE CHECK
10055803	10/22/2026	WASHINGTON STATE PATROL	R	36.00	ACCOUNTS PAYABLE CHECK
10055804	10/22/2026	POULSBO FIRST LUTHERAN CHURCH	R	110.00	ACCOUNTS PAYABLE CHECK
10055805	10/22/2026	PUGET SOUND ENERGY	R	53179.79	ACCOUNTS PAYABLE CHECK
10055806	10/22/2026	RIGHT! SYSTEMS INC	R	636.39	ACCOUNTS PAYABLE CHECK
10055807	10/22/2026	SPECIALIZED PAVEMENT MARKING LLC	R	2991.97	ACCOUNTS PAYABLE CHECK
10055808	10/22/2026	TACOMA SCREW PRODUCTS INC	R	59.77	ACCOUNTS PAYABLE CHECK
10055809	10/22/2026	UNUM LIFE INS COMPANY OF AMERICA	R	151.50	ACCOUNTS PAYABLE CHECK
10055810	10/22/2026	UTILITY UNDERGROUND LOCATION CTR	R	154.85	ACCOUNTS PAYABLE CHECK
10055811	10/22/2026	WA RECREATION & CONSERVATION OFFICE	R	12000.00	ACCOUNTS PAYABLE CHECK
10055812	10/22/2026	WATER MANAGEMENT LABORATORY	R	135.00	ACCOUNTS PAYABLE CHECK
10055813	10/22/2026	DOBBS PETERBILT	R	31.21	ACCOUNTS PAYABLE CHECK
10055814	10/22/2026	WASHINGTON FESTIVAL & EVENTS ASSOC	R	275.00	ACCOUNTS PAYABLE CHECK
10055815	10/22/2026	WINNING SEASONS	R	1468.99	ACCOUNTS PAYABLE CHECK
10055816	10/22/2026	YELISH BARKER & CUNNINGHAM	R	1177.50	ACCOUNTS PAYABLE CHECK
10055817	10/28/2026	ADVANCED TRAFFIC PRODUCTS	R	133.35	ACCOUNTS PAYABLE CHECK
10055818	10/28/2026	AHBL	R	59857.99	ACCOUNTS PAYABLE CHECK
10055819	10/28/2026	AT&T MOBILITY-CC LLC	R	11.60	ACCOUNTS PAYABLE CHECK
10055820	10/28/2026	AXTMAN KEVIN & AMANDA	R	30.92	ACCOUNTS PAYABLE CHECK
10055821	10/28/2026	BADEN SPORTS INC	R	3014.50	ACCOUNTS PAYABLE CHECK
10055822	10/28/2026	BAINBRIDGE DISPOSAL INC	R	232.51	ACCOUNTS PAYABLE CHECK
10055823	10/28/2026	BHC CONSULTANTS LLC	R	113028.50	ACCOUNTS PAYABLE CHECK
10055824	10/28/2026	CENTURY COMMUNITIES INC	R	155.94	ACCOUNTS PAYABLE CHECK
10055825	10/28/2026	COATES COREY E	R	30.94	ACCOUNTS PAYABLE CHECK
10055826	10/28/2026	CODE PUBLISHING COMPANY	R	731.90	ACCOUNTS PAYABLE CHECK
10055827	10/28/2026	COPIERS NORTHWEST INC.	R	167.84	ACCOUNTS PAYABLE CHECK
10055828	10/28/2026	FARALLON CONSULTING LLC	R	4097.00	ACCOUNTS PAYABLE CHECK
10055829	10/28/2026	FARLEY BAYSH A & JONATHAN R	R	53.65	ACCOUNTS PAYABLE CHECK
10055830	10/28/2026	CITY OF FORKS	R	2026.20	ACCOUNTS PAYABLE CHECK
10055831	10/28/2026	GROSTEN KYLE & GROSTEN GORDON DAVID	R	60.92	ACCOUNTS PAYABLE CHECK
10055832	10/28/2026	HARRIS CHERYL JOAN	R	799.88	ACCOUNTS PAYABLE CHECK
10055833	10/28/2026	HAUSER GREGORY M & HALLEY-HAUSER	R	607.66	ACCOUNTS PAYABLE CHECK
10055834	10/28/2026	HOEPFINGER HEATHER & KENT	R	67.67	ACCOUNTS PAYABLE CHECK
10055835	10/28/2026	HUDSON HOLDING COMPANY INC	R	643.24	ACCOUNTS PAYABLE CHECK
10055836	10/28/2026	KITSAP PUBLIC HEALTH DISTRICT	R	5052.52	ACCOUNTS PAYABLE CHECK
10055837	10/28/2026	LAZ KARP ASSOCIATES LLC	R	25029.57	ACCOUNTS PAYABLE CHECK
10055838	10/28/2026	MCMANUS THAD & RADKE MOLLY	R	341.71	ACCOUNTS PAYABLE CHECK
10055839	10/28/2026	MORIARTY MARK THURMAN	R	208.89	ACCOUNTS PAYABLE CHECK
10055840	10/28/2026	SPORTSENGINE INC DBA NCSI LLC	R	329.89	ACCOUNTS PAYABLE CHECK
10055841	10/28/2026	OLYMPIC SPRINGS INC.	R	453.07	ACCOUNTS PAYABLE CHECK
10055842	10/28/2026	PEAT RONALD D	R	14.06	ACCOUNTS PAYABLE CHECK
10055843	10/28/2026	PENINSULA FEED COMPANY	R	296.53	ACCOUNTS PAYABLE CHECK
10055844	10/28/2026	POULSBO NORTH KITSAP ROTARY CLUB	R	153.00	ACCOUNTS PAYABLE CHECK

SELECTION CRITERIA: chkstat.rundate between '20261001 00:00:00.000' and '20261031 00:00:00.000'

10055845	10/28/2026	PUGET SOUND ENERGY	R	684.85	ACCOUNTS PAYABLE CHECK
10055846	10/28/2026	QUIGG BROS., INC.	R	56070.90	ACCOUNTS PAYABLE CHECK
10055847	10/28/2026	RIGHT! SYSTEMS INC	R	830.31	ACCOUNTS PAYABLE CHECK
10055848	10/28/2026	ROMMEN IDAR	R	417.74	ACCOUNTS PAYABLE CHECK
10055849	10/28/2026	ROSE CHRISTINA G	R	177.69	ACCOUNTS PAYABLE CHECK
10055850	10/28/2026	SEITZ FOUNDATION LLC	R	392.35	ACCOUNTS PAYABLE CHECK
10055851	10/28/2026	SHIPLEY KRISTIN	R	229.04	ACCOUNTS PAYABLE CHECK
10055852	10/28/2026	STEVENS SHERYL	R	171.87	ACCOUNTS PAYABLE CHECK
10055853	10/28/2026	TACOMA SCREW PRODUCTS INC	R	197.90	ACCOUNTS PAYABLE CHECK
10055854	10/28/2026	THOMSON REUTERS - WEST	R	578.07	ACCOUNTS PAYABLE CHECK
10055855	10/28/2026	AMERICAN TRAFFIC SOLULTIONS INC	R	13515.07	ACCOUNTS PAYABLE CHECK
10055856	10/28/2026	VILLIERS-FURZE MICHELLE	R	300.00	ACCOUNTS PAYABLE CHECK
10055857	10/28/2026	DOBBS PETERBILT	R	2185.12	ACCOUNTS PAYABLE CHECK
10055858	10/28/2026	WHITE JAMES R & HAYES KIMBERLY ANNE	R	219.25	ACCOUNTS PAYABLE CHECK
10055859	10/28/2026	WILD AT ART LLC	R	220.00	ACCOUNTS PAYABLE CHECK
*V9007864	10/07/2026	AMY M. KNUTSEN	R	5.46	ACCOUNTS PAYABLE VOUCHER
*V9007865	10/07/2026	AUTO-CHLOR SYSTEM OF WASHINGTON INC	R	400.31	ACCOUNTS PAYABLE VOUCHER
*V9007866	10/07/2026	BLUE SKY PRINTING LLC	R	123.47	ACCOUNTS PAYABLE VOUCHER
*V9007867	10/07/2026	LAW OFFICE OF BRANDON K MILLER PLLC	R	1537.50	ACCOUNTS PAYABLE VOUCHER
*V9007868	10/07/2026	NEWCO INC DBA CASCADE COLUMBIA DIST	R	949.35	ACCOUNTS PAYABLE VOUCHER
*V9007869	10/07/2026	CENTRAL WELDING SUPPLY CO INC	R	626.28	ACCOUNTS PAYABLE VOUCHER
*V9007870	10/07/2026	NIKOLE C. COLEMAN	R	123.50	ACCOUNTS PAYABLE VOUCHER
*V9007871	10/07/2026	CRITTER RIDDERS PEST CONTROL	R	273.26	ACCOUNTS PAYABLE VOUCHER
*V9007872	10/07/2026	DATABAR INC	R	4504.97	ACCOUNTS PAYABLE VOUCHER
*V9007873	10/07/2026	FERGUSON ENTERPRISES LLC #3156	R	3653.79	ACCOUNTS PAYABLE VOUCHER
*V9007874	10/07/2026	RHIANNON K. FERNANDEZ	R	3.53	ACCOUNTS PAYABLE VOUCHER
*V9007875	10/07/2026	GRANICUS LLC	R	13983.66	ACCOUNTS PAYABLE VOUCHER
*V9007876	10/07/2026	H D FOWLER COMPANY	R	1103.38	ACCOUNTS PAYABLE VOUCHER
*V9007877	10/07/2026	GRETCHEN MARIE HARMON	R	19.60	ACCOUNTS PAYABLE VOUCHER
*V9007878	10/07/2026	KIMBERLY A. HENDRICKSON	R	3.29	ACCOUNTS PAYABLE VOUCHER
*V9007879	10/07/2026	HRA VEBA TRUST	R	6191.59	ACCOUNTS PAYABLE VOUCHER
*V9007880	10/07/2026	KATI B. DIEHL	R	29.47	ACCOUNTS PAYABLE VOUCHER
*V9007881	10/07/2026	KAT'S COTTAGE OF BEHAVIORAL HEALTH	R	8778.36	ACCOUNTS PAYABLE VOUCHER
*V9007882	10/07/2026	KELLEY CREATE CO	R	1134.03	ACCOUNTS PAYABLE VOUCHER
*V9007883	10/07/2026	KITSAP 911 PUBLIC AUTHORITY	R	25763.71	ACCOUNTS PAYABLE VOUCHER
*V9007884	10/07/2026	KITSAP BEAR CLEANING SERVICES LLC	R	437.20	ACCOUNTS PAYABLE VOUCHER
*V9007885	10/07/2026	LAURELHURST APARTMENTS COMPANY	R	6922.30	ACCOUNTS PAYABLE VOUCHER
*V9007886	10/07/2026	LOOMIS	R	189.31	ACCOUNTS PAYABLE VOUCHER
*V9007887	10/07/2026	MALLORY PAINT STORE INC.	R	42.29	ACCOUNTS PAYABLE VOUCHER
*V9007888	10/07/2026	MISSION SQUARE - 306652	R	1270.00	ACCOUNTS PAYABLE VOUCHER
*V9007889	10/07/2026	NEELEY CONSTRUCTION COMPANY	R	924469.82	ACCOUNTS PAYABLE VOUCHER
*V9007890	10/07/2026	OTIS ELEVATOR COMPANY	R	7090.38	ACCOUNTS PAYABLE VOUCHER
*V9007891	10/07/2026	PARAMETRIX INC	R	7252.96	ACCOUNTS PAYABLE VOUCHER
*V9007892	10/07/2026	PERTEET ENGINEERING	R	115927.50	ACCOUNTS PAYABLE VOUCHER
*V9007893	10/07/2026	POULSBO POLICE OFFICERS ASSOCIATION	R	1000.00	ACCOUNTS PAYABLE VOUCHER
*V9007894	10/07/2026	SHILOH SCHROEDER DESIGN LLC	R	2513.90	ACCOUNTS PAYABLE VOUCHER
*V9007895	10/07/2026	SKILLINGS, INC.	R	16538.58	ACCOUNTS PAYABLE VOUCHER
*V9007896	10/07/2026	SPECTRA LABORATORIES - KITSAP LLC	R	86.00	ACCOUNTS PAYABLE VOUCHER
*V9007897	10/07/2026	CAROLINE M VENTRICE	R	5.46	ACCOUNTS PAYABLE VOUCHER
*V9007898	10/07/2026	MEGAN ASHLEY WILSON	R	208.12	ACCOUNTS PAYABLE VOUCHER
*V9007899	10/07/2026	HEATHER J. WRIGHT	R	486.78	ACCOUNTS PAYABLE VOUCHER
*V9007900	10/14/2026	SUMMER NICHOLE ANDERSON	R	25.36	ACCOUNTS PAYABLE VOUCHER
*V9007901	10/14/2026	NEWCO INC DBA CASCADE COLUMBIA DIST	R	4301.14	ACCOUNTS PAYABLE VOUCHER
*V9007902	10/14/2026	CENTRAL WELDING SUPPLY CO INC	R	183.54	ACCOUNTS PAYABLE VOUCHER
*V9007903	10/14/2026	FERGUSON ENTERPRISES LLC #3156	R	36148.38	ACCOUNTS PAYABLE VOUCHER
*V9007904	10/14/2026	HADLOCK ENTERPRISES LLC	R	584.73	ACCOUNTS PAYABLE VOUCHER
*V9007905	10/14/2026	KITSAP HUMANE SOCIETY	R	3358.13	ACCOUNTS PAYABLE VOUCHER

SELECTION CRITERIA: chkstat.rundate between '20261001 00:00:00.000' and '20261031 00:00:00.000'

*V9007906	10/14/2026	KITSAP BEAR CLEANING SERVICES LLC	R	437.20	ACCOUNTS PAYABLE VOUCHER
*V9007907	10/14/2026	KITSAP COUNTY SHERIFFS OFFICE MS 37	R	2500.00	ACCOUNTS PAYABLE VOUCHER
*V9007908	10/14/2026	OX BODIES DBA OSW EQUIP & REPAIR	R	72409.02	ACCOUNTS PAYABLE VOUCHER
*V9007909	10/14/2026	PENINSULA SUPPORT ORG DBA BLUEBILLS	R	1191.79	ACCOUNTS PAYABLE VOUCHER
*V9007910	10/14/2026	JULIA ANN RODRIGUEZ	R	74.82	ACCOUNTS PAYABLE VOUCHER
*V9007911	10/14/2026	SEATTLE AUTOMOTIVE DISTRIBUTING	R	204.00	ACCOUNTS PAYABLE VOUCHER
*V9007912	10/14/2026	SHERWIN-WILLIAMS	R	847.44	ACCOUNTS PAYABLE VOUCHER
*V9007913	10/14/2026	SHIVE-HATTERY INC	R	38329.50	ACCOUNTS PAYABLE VOUCHER
*V9007914	10/14/2026	ALEXANDER T. SPRINGER	R	47.81	ACCOUNTS PAYABLE VOUCHER
*V9007915	10/14/2026	JULIE ELLEN STRUM	R	120.47	ACCOUNTS PAYABLE VOUCHER
*V9007916	10/14/2026	ADRIAN D. UNDERWOOD	R	132.00	ACCOUNTS PAYABLE VOUCHER
*V9007932	10/22/2026	BMCCONSULTING	R	3750.00	ACCOUNTS PAYABLE VOUCHER
*V9007933	10/22/2026	BOWMAN CONSULTING GROUP DBA FCS	R	368.75	ACCOUNTS PAYABLE VOUCHER
*V9007934	10/22/2026	CENTRAL WELDING SUPPLY CO INC	R	226.37	ACCOUNTS PAYABLE VOUCHER
*V9007935	10/22/2026	CHANDLER ASSET MANAGEMENT	R	1751.04	ACCOUNTS PAYABLE VOUCHER
*V9007936	10/22/2026	VICTOR R. CIENEGA	R	185.50	ACCOUNTS PAYABLE VOUCHER
*V9007937	10/22/2026	NIKOLE C. COLEMAN	R	1231.71	ACCOUNTS PAYABLE VOUCHER
*V9007938	10/22/2026	CRITTER RIDDERS PEST CONTROL	R	109.30	ACCOUNTS PAYABLE VOUCHER
*V9007939	10/22/2026	COOK DAVID JR	R	202.90	ACCOUNTS PAYABLE VOUCHER
*V9007940	10/22/2026	FLOWLINE LLP	R	249212.61	ACCOUNTS PAYABLE VOUCHER
*V9007941	10/22/2026	GUARDIAN SECURITY SYSTEMS INC	R	807.13	ACCOUNTS PAYABLE VOUCHER
*V9007942	10/22/2026	DAVID SAUL HOUSEBERG JR	R	337.00	ACCOUNTS PAYABLE VOUCHER
*V9007943	10/22/2026	HRA VEBA TRUST	R	6191.59	ACCOUNTS PAYABLE VOUCHER
*V9007944	10/22/2026	INTERCOM LANGUAGE SERVICES	R	340.00	ACCOUNTS PAYABLE VOUCHER
*V9007945	10/22/2026	JONATHAN K. LORD	R	132.00	ACCOUNTS PAYABLE VOUCHER
*V9007946	10/22/2026	JOSEPH M. SCHIEL	R	78.28	ACCOUNTS PAYABLE VOUCHER
*V9007947	10/22/2026	KAT'S COTTAGE OF BEHAVIORAL HEALTH	R	7410.71	ACCOUNTS PAYABLE VOUCHER
*V9007948	10/22/2026	KELLEY CREATE CO	R	2646.69	ACCOUNTS PAYABLE VOUCHER
*V9007949	10/22/2026	KITSAP BEAR CLEANING SERVICES LLC	R	437.20	ACCOUNTS PAYABLE VOUCHER
*V9007950	10/22/2026	KITSAP COUNTY PUBLIC DEFENDER	R	13991.08	ACCOUNTS PAYABLE VOUCHER
*V9007951	10/22/2026	KITSAP COUNTY PUBLIC WORKS MS 26	R	11731.56	ACCOUNTS PAYABLE VOUCHER
*V9007952	10/22/2026	LANG RICHARD	R	202.90	ACCOUNTS PAYABLE VOUCHER
*V9007953	10/22/2026	MATIAS CRUZ OTTO DELMAR	R	150.00	ACCOUNTS PAYABLE VOUCHER
*V9007954	10/22/2026	MERCHANT PATROL SECURITY SERVICES	R	2360.18	ACCOUNTS PAYABLE VOUCHER
*V9007955	10/22/2026	MISSION SQUARE - 306652	R	1070.00	ACCOUNTS PAYABLE VOUCHER
*V9007956	10/22/2026	KITSAP COUNTY PUBLIC WORKS	R	76607.14	ACCOUNTS PAYABLE VOUCHER
*V9007957	10/22/2026	PARAMETRIX INC	R	14325.00	ACCOUNTS PAYABLE VOUCHER
*V9007958	10/22/2026	POULSBO POLICE OFFICERS ASSOCIATION	R	1000.00	ACCOUNTS PAYABLE VOUCHER
*V9007959	10/22/2026	JOSHUA M. RANES	R	1375.49	ACCOUNTS PAYABLE VOUCHER
*V9007960	10/22/2026	SHAWN M. ZIEMANN	R	337.00	ACCOUNTS PAYABLE VOUCHER
*V9007961	10/22/2026	SHIVE-HATTERY INC	R	49329.63	ACCOUNTS PAYABLE VOUCHER
*V9007962	10/22/2026	SOFTRESOURCES LLC	R	2951.10	ACCOUNTS PAYABLE VOUCHER
*V9007963	10/22/2026	SOLID WASTE SYSTEMS INC	R	86.40	ACCOUNTS PAYABLE VOUCHER
*V9007964	10/22/2026	SPECTRA LABORATORIES - KITSAP LLC	R	142.00	ACCOUNTS PAYABLE VOUCHER
*V9007965	10/22/2026	HEATHER J. WRIGHT	R	464.94	ACCOUNTS PAYABLE VOUCHER
*V9007966	10/28/2026	AUTO-CHLOR SYSTEM OF WASHINGTON INC	R	442.01	ACCOUNTS PAYABLE VOUCHER
*V9007967	10/28/2026	BLUE SKY PRINTING LLC	R	43.67	ACCOUNTS PAYABLE VOUCHER
*V9007968	10/28/2026	NEWCO INC DBA CASCADE COLUMBIA DIST	R	2538.77	ACCOUNTS PAYABLE VOUCHER
*V9007969	10/28/2026	CRITTER RIDDERS PEST CONTROL	R	437.21	ACCOUNTS PAYABLE VOUCHER
*V9007970	10/28/2026	ROBERT LAWRENCE GELDER	R	806.79	ACCOUNTS PAYABLE VOUCHER
*V9007971	10/28/2026	HIGHWAY SPECIALTIES LLC	R	4613.36	ACCOUNTS PAYABLE VOUCHER
*V9007972	10/28/2026	KITSAP COUNTY PUBLIC WORKS MS 27	R	88263.25	ACCOUNTS PAYABLE VOUCHER
*V9007973	10/28/2026	KITSAP COUNTY SHERIFF'S OFFICE JAIL	R	33742.98	ACCOUNTS PAYABLE VOUCHER
*V9007974	10/28/2026	LACROSS & MURPHY PLLC	R	285.00	ACCOUNTS PAYABLE VOUCHER
*V9007975	10/28/2026	LAURELHURST APARTMENTS COMPANY	R	6890.30	ACCOUNTS PAYABLE VOUCHER
*V9007976	10/28/2026	NEELEY CONSTRUCTION COMPANY	R	451479.96	ACCOUNTS PAYABLE VOUCHER
*V9007977	10/28/2026	PARAMETRIX INC	R	43952.09	ACCOUNTS PAYABLE VOUCHER

SELECTION CRITERIA: chkstat.rundate between '20261001 00:00:00.000' and '20261031 00:00:00.000'

*V9007978	10/28/2026	PERTEET ENGINEERING	R	66647.00	ACCOUNTS PAYABLE VOUCHER
*V9007979	10/28/2026	SHIVE-HATTERY INC	R	67588.29	ACCOUNTS PAYABLE VOUCHER
*V9007980	10/28/2026	SKILLINGS, INC.	R	23366.79	ACCOUNTS PAYABLE VOUCHER
*V9007981	10/28/2026	SUMMIT LAW GROUP PLLC	R	2156.00	ACCOUNTS PAYABLE VOUCHER
*V9007982	10/28/2026	DOUGLAS MCKAY TABER	R	68.40	ACCOUNTS PAYABLE VOUCHER
*V9007983	10/28/2026	SPECTRA LABORATORIES - KITSAP LLC	R	32.00	ACCOUNTS PAYABLE VOUCHER
*V9007984	10/28/2026	HD SUPPLY INC DBA USABLUEBOOK	R	3386.11	ACCOUNTS PAYABLE VOUCHER
TOTAL FUND				6201838.88	
TOTAL REPORT				6201838.88	

$6,956,527.31 - Total Disbursement Register October 2026
<754,688.43> Less Payroll October 2026
$6,201,838.88 - Total Accounts Payable Disbursements October 2026

SELECTION CRITERIA: chkstat.rundate between '20261001 00:00:00.000' and '20261031 00:00:00.000' and chkstat.chk_status='M'

DISTRIBUTION FUND: 999

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
226156	10/01/2026	KEYBANK N.A.	M	991781.51	MANUAL CHECK
226157	10/06/2026	INTERNAL REVENUE SERVICE	M	148870.53	MANUAL CHECK
226158	10/08/2026	DEPARTMENT OF RETIREMENT SYSTEMS	M	77228.06	MANUAL CHECK
226159	10/06/2026	NW ADMIN TRANSFER ACCOUNT	M	221950.35	MANUAL CHECK
226160	10/06/2026	COLONIAL INSURANCE	M	963.28	MANUAL CHECK
226161	10/08/2026	WASHINGTON STATE SUPPORT REGISTRY	M	912.70	MANUAL CHECK
226162	10/20/2026	CENEX FLEETCARD	M	26844.35	MANUAL CHECK
226163	10/15/2026	OFFICE OF STATE TREASURER	M	9443.13	MANUAL CHECK
226164	10/01/2026	CIVICPLUS LLC	M	1430.72	MANUAL CHECK
226165	10/15/2026	KEYBANK N.A.	M	205.00	MANUAL CHECK
226166	10/26/2026	ST OF WA DEPT OF REVENUE -EXCISE	M	61950.04	MANUAL CHECK
226167	10/21/2026	INTERNAL REVENUE SERVICE	M	131959.31	MANUAL CHECK
226168	10/23/2026	DEPARTMENT OF RETIREMENT SYSTEMS	M	72065.94	MANUAL CHECK
226169	10/23/2026	WASHINGTON STATE SUPPORT REGISTRY	M	912.70	MANUAL CHECK
226170	10/21/2026	NEW YORK LIFE INSURANCE	M	743.08	MANUAL CHECK
226171	10/28/2026	ST OF WA DEPT OF REVENUE -LEASEHOLD	M	1262.69	MANUAL CHECK
226172	10/27/2026	KEYBANK N.A.	M	1008355.75	MANUAL CHECK
226173	10/30/2026	ST OF WA DEPT OF REVENUE -EXCISE	M	1120.34	MANUAL CHECK
226174	10/30/2026	ST OF WA DEPT OF REVENUE -EXCISE	M	923.00	MANUAL CHECK
226175	10/27/2026	NORTH AMERICAN BANCARD HOLDINGS INC	M	6579.27	MANUAL CHECK
226176	10/27/2026	NORTH AMERICAN BANCARD HOLDINGS INC	M	3989.40	MANUAL CHECK
TOTAL FUND				2769491.15	
TOTAL REPORT				2769491.15	

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.p

MEETING DATE: November 18, 2026

AGENDA ITEM	Agreement with Kitsap County for 2027 Peer Support Services at Recovery Cafe and Recovery Center
EXHIBITS	KC-027-27 Poulsbo Kitsap County Agreement - Recovery Services
STAFFED BY	Hendrickson
ESTIMATED TIME	1 min

SUMMARY STATEMENT

In 2026, Kitsap County offset the costs of recovery services at the Recovery Center and Recovery Cafe by partially supporting the salaries of two Peer Support Specialists. In 2027, this funding will continue. $80,000 is awarded to the City to offset the costs of one Peer Support Specialist.

County funds associated with this grant are from the Mental Health and Chemical Dependency or "one tenth" tax program.

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? Yes Amount: 0

SAMPLE MOTION:

Move to Approve an Agreement with Kitsap County for 2027 Peer Support Services at Recovery Cafe and Recovery Center and authorize the Mayor to sign the contract on behalf of the city.

KITSAP COUNTY HUMAN SERVICES
1/10th of 1% Mental Health, Chemical Dependency and Therapeutic Courts Contract

Contract Number: KC-027-27

Contractor: City of Poulsbo

Amount: $80,000

Contract Term: January 1, 2027 - December 31, 2027

CFDA#: Not applicable

Purpose:
The City of Poulsbo's Resource Center and Recovery Café provide a safe and supportive environment for individuals in recovery to rebuild stability, health, and connection. The program centers on peer-led engagement, emphasizing consistency, relationship-building, and pathways to wellness. With grant funding, the City will sustain one (1) full-time FTE peer support specialist position. Through weekly recovery circles and individualized support, members and guests receive assistance addressing substance use, mental health, housing instability, and other barriers. The café model fosters belonging and accountability, encouraging members to stay engaged and connected to treatment, employment, and community resources. This approach supports improved health outcomes and reduces homelessness, criminal justice involvement, and reliance on emergency systems across North Kitsap.

This agency is located in Poulsbo and is expected to serve between 275 and 350 people in 2027..

This contract is made between the City of Poulsbo (hereinafter "Contractor") and the Kitsap County Department of Human Services (hereinafter the "County"). This contract, including all material incorporated by reference, contains all terms and conditions agreed to by the parties hereto. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

The rights and obligations of the parties shall be subject to and governed by the terms and conditions contained herein and by the Statement of Work, General Agreement, Special Terms and Conditions, and the Budget. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) Contract

General Terms and Conditions; (2) Special Terms and Conditions; (3) Statement of Work; and (4) Budget Summary/Estimated Expenditures.

As evidenced by signatures hereon, the parties accept the terms and conditions of this contract.

This Contract will be effective January 1, 2027.

Dated this ___ day of _____, 2027.

CONTRACTOR
CITY OF POULSBO

_____
Edward R. Stern, Mayor

Dated this ___ day of _____, 2027.

KITSAP COUNTY ADMINITRATOR

_____
VICTORIA BRAZITIS, Administrator

Approved as to form by the Prosecuting Attorney's Office

Kitsap County Face Sheet

For Sub-recipient Contracts Using Federal Awards

CFR 200.332 Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide unavailable information when it is obtained. Required information includes:
(Fill in)

Subrecipient's unique entity identifier: N/A

Federal Award Identification Number (FAIN): N/A

Federal Revenue Award Date: N/A

Subaward Period of Performance Start and End Date: N/A

☐Check to verify the information is in contract:

☐Subrecipient's name (must match the name associated with its unique entity identifier):

☐Federal award identification:

☐Subaward Budget Period Start and End Date:

☐Amount of Federal Funds Obligated in the subaward:

☐Amount of Federal Funds Obligated to the sub by the pass-through entity, including the current financial obligation:

☐Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:

☐Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA):

☐Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity:

☐Dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement:

☐Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with § 200.414):

1/10TH OF 1% MENTAL HEALTH, CHEMICAL DEPENDENCY AND THERAPEUTIC COURTS CONTRACT

CONTRACT GENERAL TERMS AND CONDITIONS

This contract for Human Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) AND City of Poulsbo having its principal office at 200 NE Moe Street, Poulsbo, WA 98370 (the Contractor)

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on January 1, 2027 and terminate on December 31, 2027. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.
To the extent that any services were provided or payments were made between January 1, 2027, and the date of full execution of this Contract, the parties hereby ratify and approve such actions, intending them to be governed by the terms and conditions of the Contract herein.

SECTION 2. SERVICES TO BE PROVIDED

2.1 A description of the services to be performed by the Contractor will be set forth in Attachment B: Statement of Work, which is attached to the Contract.

2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.

2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.

2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows.

County's Contract Representative
Hannah Shockley, Human Service Planner
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366
360-337-4827

Contractor's Contract Representative
Kimberly Hendrickson, Housing Health and Human Services Director
Poulsbo Recovery Resource Center and Recovery Cafe
19351 8th Ave NE
Poulsbo, WA 98370

SECTION 4. COMPENSATION

4.1 A description of the compensation to be paid to the Contractor will be set forth in Attachment C: Budget Summary/Estimated Expenditures, which is attached to the Contract.

4.2 The total amount payable under the Contract by the County to the Contractor in no event will exceed $80,000 Any cost incurred by the Contractor over and above the year-end sums set out in the budgets shall be at the Contractor's sole risk and expense.

4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Contractor shall use the Department of Human Services Contractor Invoice Form, available from the County. Subject to the other provisions of the Contract, the County generally will pay such an invoice within thirty (30) days of receiving it.

The County will submit payments for work performed to;

City of Poulsbo
200 NE Moe Street
Poulsbo, WA 98370

4.4 The Contractor will be paid only for work expressly authorized in the Contract.

4.5 Payments shall not be construed as a waiver of the County's right to challenge the level of the Contractor's performance under this Contract, and to seek appropriate legal remedies.

4.6 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.

4.7 If the Contractor fails to perform any substantial obligation, and the failure has not been cured within ten (10) days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

4.8 The Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications, and experience.

4.9 The Contractor shall pay no more than reasonable market value for equipment and/or supplies.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.

5.2 In order to be effective, any contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, amendment or modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.

5.3 Either party may request that the Contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of the Contract. Such circumstances must have a substantial and material impact upon the performance projected under this Contract and must be outside the control of either party.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against all Claims resulting from or arising out of the performance of this Contract, whether such Claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties or the County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. “Claim” means any loss, Claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys’ fees and costs, attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor’s duty

to indemnify, defend and hold harmless includes but is not limited to Claims by Contractor's or any subcontractor's officers, employees, or agents. Contractor's duty, however, does not extend to Claims arising from the sole negligence or willful misconduct of the County or its elected or appointed officials, officers, or employees. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This indemnification provision shall survive the expiration or termination of the Contract.

SECTION 7. INSURANCE

7.1 **X Professional Legal Liability.** The Contractor, if it is a licensed professional, will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than $1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.

7.2 **Workers' Compensation and Employer Liability**. The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over $50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than $1 million.

Any additional workers' compensation requirements can be found in Attachment A, Special Terms and Conditions.

7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than $1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than $2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):

The Contractor will maintain commercial automobile liability insurance with a limit of not less than $1 million each accident combined bodily injury and property damage. The aggregate limit will be at least $2 million. Coverage will include owned, hired and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than $100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least $300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contact, the coverage will include owned, hired and non-owned automobiles.

7.5 Miscellaneous Insurance Provisions

A. The Contractor's liability insurance provision will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.

B. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will include the County, its officers, officials, employees and agents as additional insureds with respect to performance of services.

C. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will contain no special limitations on the scope of protection afforded to the County as an additional insured.

D. Any failure to comply with reporting provisions of the policies will not affect the coverage provided to the County, its officers, officials, employees or agents.

E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought subject to the limits of the insurer's liability.

F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.

G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.

H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as claims-made-policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.6 **Verification of Coverage and Acceptability of Insurers**.

A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section before work under this Contract shall commence. The certificate shall, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.

C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured or a letter of self-insurance from a public entity risk pool which waives the requirement.

D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.

E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send verification to the County that the Contractor is currently paying workers' compensation.

F. Evidence of such insurance, as required above, shall be provided to the County at the following address:

Hannah Shockley, Human Services Planner
Program, Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366
360-337-4827

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

G. Written notice of cancellation or change will be mailed to the County Risk Management Division as provided above.

H. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

SECTION 8. TERMINATION

8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.

8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by the County to the Contractor. No costs incurred after the effective date of termination will be paid.

8.3 If the Contractor breaches any of its obligations under the Contract and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

9.1 The Contractor will perform under the Contract using only its bona fide employees or agents. The obligations and duties of the Contractor under the

Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.

9.2 If permitted to use subcontractors, the Contractor is responsible for subcontractor compliance with applicable terms and conditions of this Contract and all applicable laws.

9.3 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an employee, agent or servant of the County. The Contractor will perform the services in strict accordance with the provisions of the Contract, but will be free from control or direction over the performance of the services.

10.2 The Contractor acknowledges that it meets the criteria of an independent contractor because at least one of the following applies: (a) the services to be provided are outside the usual course of business for which the services are performed; (b) the services to be provided will be performed outside all of the places of business of the Contractor; or (c) the Contractor is responsible for the costs of the principal place of business from which the services will be performed.

10.3 The Contractor warrants that it either: (a) is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the Contract; or (b) has a principal place of business for the business it is conducting that is eligible for a business deduction for federal income tax purposes.

10.4 The Contractor acknowledges that it: (a) is responsible for filing at the next applicable filing period a schedule of expenses with the Internal Revenue Service for the type of business the Contractor is conducting; (b) has established an account with the State of Washington Department of Revenue and any other applicable state agencies for the business the Contractor is conducting for the payment of all state taxes normally paid by employers and businesses; and (c) has registered for and received a unified business identifier number from the State of Washington.

10.5 The Contractor warrants that it maintains a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.

10.6 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and that the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to County employees or agents.

10.7 In the event that any of the Contractor's employees, agents, servants or subcontractors, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this Contract or indicates that they are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measure to prevent said employee, agent or servant from performing or providing any such services.

10.8 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents from and against any loss or expense, including, but not limited to, settlements, judgments, set-offs, attorneys' fees or costs, incurred or suffered by reason of Claims or demands arising in connection with the provisions of this Section.

SECTION 11. COMPLIANCE WITH LAWS

11.1 The Contractor, its employees, assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, veteran status or the presence of disability.

11.2 The Contractor, its employees, assignees, delegates and subcontractors will comply with all applicable provisions of the Americans With Disabilities Act and all regulations interpreting and enforcing such act.

11.3 The Contractor and its subcontractors, employees, agents, assignees and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.

11.4 Religious Activities. If the Contractor is a faith-based or religious organization, it retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. Such a Contractor, however, may not use any funding provided under this Agreement to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, nor may such a Contractor condition the provision of services

provided pursuant to this Agreement upon a participant's engaging in any such explicitly religious activities.

SECTION 12. DOCUMENTATION AND OWNERSHIP OF MATERIALS

12.1 The Contractor will maintain readily accessible records and documents sufficient to provide an audit trail needed by the County to identify the receipt and expenditure of funds under this Contract, and to keep on record all source documents, such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.

12.2 The Contractor will maintain property record cards and property identification tabs as may be directed by County codes and changes thereto. This applies only to property purchased from funds under this Contract specifically designated for such purposes. Ownership of equipment purchased with funds under this Contract so designated for purchase shall rest in the County and such equipment shall be so identified.

12.3 The Contractor will provide a detailed record of all sources of income for any programs it operates pursuant to this Contract, including state grants, fees, donations, federal funds and others funds outlined in this Contract, or any amendments or modifications to this Contract. Expenditure of all funds payable under this Contract must be in accordance with the attached Statement of Work.

12.4 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

12.5 All property and patent rights, including publication rights, and other documentation, including, machine-readable media, produced by the Contractor in connection with the work provided for under this Contract shall vest in the County and such materials will be provided to the County upon request.

12.6 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information

supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's contract representative or designee. All rulings, orders, instructions and decisions of the County's contract representative will be final and conclusive.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.

16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

16.3 If the Contractor is a federally recognized Indian tribe, the following provision applies: Each party hereby grants a limited waiver of sovereign immunity to suit solely with respect to claims made against it by the other party relating to, or arising under, this Contract. Each party hereby voluntarily consents to the personal jurisdiction of the Superior Court of the State of Washington, County of Kitsap, solely for this purpose.

SECTION 17. MISCELLANEOUS

17.1 **Authority.** The Contractor certifies that it has the legal authority to apply for the funds covered under this Contract.

17.2 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.

17.3 **Remedies.** All remedies provided for in this Contract will be construed as cumulative and will be in addition to any other remedies provided by law.

17.4 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.

17.5 **Conflict of Interest.** The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contractor will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

17.6 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representative from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.

17.7 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six (6) years after termination of the Contract.

17.8 **Publication.** The Contractor will not publish any results of the works performed under this Contract without the advance written permission of the County.

17.9 **County Review.** The County may, at reasonable times, review and monitor the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the Board of County Commissioners, or its respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by County agents or employees, and the inspection of all records or other materials which the County deems pertinent to the Contract and its performance, except those deemed confidential by law.

17.10 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.

17.11 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

17.12 **Attachments.** The parties acknowledge that the following attachments, which will be attached to this Contract, are expressly incorporated by this reference:

Attachment A – Special Terms and Conditions
Attachment B – Statement of Work
Attachment C – Budget Summary/Estimated Expenditures

In the event of an inconsistency between these General Terms and Conditions and the attachments, precedence shall be given in the following order: (1) General Terms and Conditions; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget Summary/Estimated Expenditures.

17.13 **Whole Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the Contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.

17.14 **Notices.** Any notice will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

ATTACHMENT A: SPECIAL TERMS and CONDITIONS

1/10th of 1% Mental Health, Chemical Dependency and Therapeutic Courts

Purpose

The purpose of funding provided through this contract is to augment state and federal funding of mental health, chemical dependency and therapeutic court programs and services with the goal of preventing and reducing the impacts of disabling chemical dependency and mental illness by creating and investing in effective, data-driven programs for a continuum of recovery-oriented systems of care per RCW 82.14.460. Funding must be used solely for the purpose of providing for the operation or delivery of chemical dependency or mental health treatment programs and services and for the operation or delivery of therapeutic court programs and services. No funding provided under this contract may be used to supplant existing funding for these programs.

Collaboration and Collective Impact

The Contractor shall take the initiative to work with other systems to reduce fragmentation or duplication and to strengthen working relationships utilizing collective impact strategies. The Contractor will provide quarterly updates on collaborative efforts and outreach activities that will include issues mutually identified by the Contractor and respective systems that can be addresses through collective impact strategies. Examples of such systems include: criminal justice, corrections, juvenile rehabilitation, mental health, aging, veterans, child protection and welfare, adult protection and welfare, education, juvenile justice, housing, employment services, primary health care plans and other publicly-funded entities promoting substance abuse and mental health services.

All agencies providing services to working age adults and youth shall establish a connection with the local WorkSource system to ensure people have access to employment training and placement services.

Identification and Coordination of Available Funding Sources

The Contractor is required to identify and coordinate all available funding resources to pay for the mental health and chemical dependency services funded by this contract, including Federal (Medicaid and Affordable Care Act, etc.), State, local, private insurance and other private sources. The 1/10th of 1% funding should be utilized as a Payor of Last Resort. Contractor will provide a report by December 31 and June 30 each year funding is received under this grant detailing what other funding sources have been investigated, what the outcome was and what the future potential for alternative funding.

Requirements.

Background Checks (RCW 43.43, WAC 388-877 & 388-877B)
The Contractor shall ensure a criminal background check is conducted for all staff members; case managers, outreach staff members, etc.; or volunteers who have unsupervised access to children, adolescents, and vulnerable adults.

Services and Activities to Ethnic Minorities and Diverse Populations
The Contractor shall: Ensure all services and activities provided by the Contractor under this Contract shall be designed and delivered in a manner sensitive to the needs of all ethnic minorities. Initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention or other appropriate services, for ethnic minorities and other diverse populations in need of treatment and prevention services as identified in their needs assessment.

Audit Requirements

If the Contractor is subject to OMB Circular A-133, the County shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per A-133 requirements.

Requirements for providing behavioral health "treatment" services include:

If the Contractor is providing mental health, substance use disorder, co-occurring and/or problem and pathological gambling "treatment" services, they must meet the requirements of chapter 388-877 WAC, applicable local and state rules, state and federal statutes, must be authorized, licensed and/or certified to provide these services, and/or subcontract with organizations or individuals authorized, licensed and/or certified to provide these services.

Or

Subcontract with an agency who meets the requirements of chapter 388-877 WAC, applicable local and state rules, state and federal statutes, must be authorized, licensed and/or certified to provide these services, and/or subcontract with organizations or individuals authorized, licensed and/or certified to provide these services.

Or

Subcontract with an individual who is licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. The individual meets the requirements of 18.225 RCW and practices within their scope of work.

ATTACHMENT B: STATEMENT OF WORK

Poulsbo Recovery Resource Center and Recovery Cafe

Background

In 2005, Washington State approved legislation allowing counties to raise their local sales tax by one-tenth of one percent to augment state funding of mental health and chemical dependency programs and services. In September 2013, the Kitsap County Board of Commissioners passed a resolution authorizing a sales and use tax for Mental Health, Chemical Dependency and Therapeutic Court Programs. The goal of this tax is to prevent and reduce the impacts of disabling chemical dependency and mental illness by creating and investing in effective, data-driven programs for a continuum of recovery-oriented systems of care.

Project Description

The City of Poulsbo's Recovery Resource Center and Recovery Café provide a safe and supportive environment for individuals in recovery to rebuild stability, health, and connection. The program centers on peer-led engagement, emphasizing consistency, relationship-building, and pathways to wellness. It's goals include:

- Improve the health status and wellbeing of Kitsap County residents.
- Reduce the incidence and severity of chemical dependency and/or mental health disorders in adults and youth.
- Reduce the number of people in Kitsap County who use costly interventions including hospitals, emergency rooms, and crisis services.
- Reduce the number of chemically dependent and mentally ill youth and adults from initial or further criminal justice system involvement.
- Reduce the number of people in Kitsap County who cycle through the criminal justice systems, including jails and prisons.

This program will serve between 275 and 350 unique individuals in 2027.

Project Activities

The City of Poulsbo's Recovery Resource Center and Recovery Café operate side-by-side to provide ongoing, community-based recovery support for individuals experiencing substance use, mental health challenges, and housing instability. Staff deliver a blend of walk-in, appointment-based, and peer-led services designed to remove barriers to care and strengthen long-term recovery. Core activities include peer support engagement; recovery circles and support groups; in-field and onsite care navigation; coordination with mental health counselors, Substance Use Disorder Professionals (SUDPs),

housing navigators, and vocational specialists; and onsite access to basic needs such as meals, showers, and computers. The Center also works in partnership with the Suquamish Wellness Center's adjacent clinical space where members can receive SUD assessments, counseling, intensive outpatient treatment, and referrals to detox or inpatient care. The Café complements clinical and social services by fostering community connection through shared meals, volunteer opportunities, wellness activities, and relationship-based support. Together, the Center and Café address immediate needs, support treatment engagement, and sustain long-term recovery through consistent, trauma-informed, and person-centered services.

Project Design

The Poulsbo Recovery Resource Center and Recovery Café form an integrated recovery hub within the County's continuum of care, providing a safe, welcoming, and stigma-free environment where individuals can build stability, connection, and wellness. Recognizing that treatment alone is rarely sufficient for sustained recovery, the project offers peer-led engagement, recovery groups, clinical SUD services, housing and employment navigation, and social support designed to strengthen resilience and reduce crisis involvement. Operating on a membership model to promote belonging and accountability, the Center and Café serve as a bridge to treatment and a support system that helps individuals remain engaged in care. Members receive access to onsite service providers, basic needs resources, and a community setting that encourages sustained sobriety, emotional healing, and personal growth. Grant funding supports one (1) full-time FTE peer support specialist position. Through this integrated model, the City of Poulsbo reduces homelessness, improves recovery outcomes, and decreases criminal justice and emergency system utilization across North Kitsap.

Project Outcomes and Measurements

The contractor will participate in the Evaluation Plan for Treatment Sales Tax Programs. Programs or services implemented under the Treatment Sales Tax are reviewed by the Community Advisory Committee and monitored by the Human Services Department. The Contractor will have an evaluation plan with performance measures developed in partnership with Sound Within contracted Epidemiologist. The emphasis will be on capturing data at regular intervals that can be used to determine whether Treatment Sales Tax funded programs met expectations. Some common measures will be identified that will be reported on. Evaluation efforts must include standardized data collection and reporting processes that produce the following types of information:

- Quantity of services (outputs).
- Level of change occurring among participants (outcomes).
- Return-on-investment or cost-benefit (system savings) if evidence-based.

- Adherence to the model (fidelity).
- Common measures reported through Cognito and managed by contracted epidemiologist services.

Data will be collected to monitor the following goals and objectives.

GOAL 1: Increase Access to Recovery Support and Community Connection

Focus:
Ensure individuals in recovery have consistent, low-barrier access to a safe, welcoming environment where they can build relationships, engage in recovery circles, and develop a sense of belonging. This goal reflects the Café's core purpose, connection, stability, and peer-led support.

Objectives

1.1 Enroll new members and maintain accurate membership records.
1.2 Promote consistent engagement through weekly recovery circles and peer-led activities.
1.3 Ensure members have ongoing access to supportive peer relationships and basic needs resources.

Metrics

- Number of new member enrollments (quarterly)
- Total number of members
- Number of guests served
- Unduplicated members YTD
- Number of disenrollments
- Number of recovery circles
- Attendance at Recovery Circles by members
- Average number of engagements per member
- Average duration of engagement (per quarter)
- Peer contacts or supportive interactions (if collected)

GOAL 2: Strengthen Linkages to Treatment, Housing, and Employment Services

Focus:
Connect members to the clinical, housing, and employment supports needed to stabilize their lives and sustain long-term recovery. This goal emphasizes the Café and Center's role as a bridge within the county's continuum of care.

Objectives

2.1 Provide timely warm handoffs to SUD treatment, mental health counseling, housing navigation, and employment services.
2.2 Reduce barriers by offering onsite access to service providers and ongoing peer support.
2.3 Track member progress and service engagement to strengthen continuity of care.

Metrics

Service Connections & Care Coordination

- Successful connections to SUD treatment
- Successful connections to mental health counseling
- Successful connections to housing
- Successful connections to employment services
- Number of people transitioning from homelessness → stable housing YTD
- Percentage of members unemployed, part-time employed, or employed (employment status categories)

Member Needs and Barriers

- Counts of Active Recovery: Cafe Members Reporting
    - Alcohol as a recovery challenge
    - domestic violence as a recovery challenge
    - drug use as a recovery challenge
    - homelessness as a challenge to recovery
    - mental health as a recovery challenge
    - former incarceration
    - some trauma
    - significant trauma

GOAL 3: Support Recovery Stability, Reduce Justice System Involvement, and Promote Wellness

Focus:
Improve long-term stability by strengthening recovery practices, addressing trauma, monitoring recidivism indicators, and supporting members through individualized peer support. The goal prioritizes wellness, resilience, and reduced reliance on emergency or criminal justice systems.

Objectives

3.1 Promote recovery stability through peer support, groups, wellness activities, and individualized goal planning.
3.2 Monitor trauma exposure and recovery challenges to tailor supports and improve retention.
3.3 Track recidivism-related indicators to identify trends and support early intervention.

Metrics

Recovery & Wellness

- Self-reported recovery wellness from surveys
- Retention rate in recovery circles and services

Recidivism & System Impact

- Individuals referred from police as part of arrest diversion program
- Individuals referred by courts as part of post arrest diversion efforts
- Unduplicated members compliant with court agreements
- (When ready) Recidivism partnerships with courts, prosecutors, and police for conviction data
- Reductions in emergency services utilization (if collected later)

GOAL 4: Improve Member Experience, Equity, and Program Quality

Focus:
Ensure the Center and Café are safe, inclusive, culturally responsive spaces that meet the diverse needs of the North Kitsap community. Member voice, data tracking, and continuous improvement guide program development.

Objectives

4.1 Collect regular member surveys to assess satisfaction, belonging, and perceived recovery support.
4.2 Maintain accurate demographic and equity data to inform service improvements.
4.3 Use data and member feedback to refine programming and outreach strategies.

Metrics

Member Experience

- Satisfaction survey results (overall satisfaction, sense of belonging, perceived support)
- Self-reported benefit of the café/center for recovery

Equity & Demographics

- Age
- Gender
- Military status
- Language needs
- ZIP codes
- Employment status (employed, part-time, unemployed,)

Program Quality

- Quarterly and YTD summary reports from the agency database
- Participation by activity type (circles, groups, meals, volunteer shifts, etc.)
- Member retention rate

Data Collection

The Contractor will provide a Quarterly Report to the Kitsap County Human Services Department by April 30, July 31, October 31, 2027 and January 31, 2028 each year funding is received under this grant detailing progress made on program outcomes during the quarter, what other funding sources have been investigated, and what the future potential for alternative funding is. In addition, outcomes identified in the Evaluation Plan for Mental Health, Chemical Dependency and Therapeutic Court Programs will be reported.

Billing and Payment

Contract payments to Contractor shall be requested using an invoice form, which is supplied by the County. Contractor invoices must be sent to the County by the fifteenth (15th) calendar day after the end of the month.

The Contractor is authorized to receive payments in accordance with the cost reimbursable budget included under this contract. The Contractor will comply with the following standards as applicable.

Reimbursement Request – Upon Completion of each month, the Contractor must provide to the County a written explanation of expenditures which are less than 90% of, or more than 115% of, the year-to-date budgeted total.

All payments to be made by the County under this contract shall be made to:

City of Poulsbo
200 NE Moe Street NE
Poulsbo, WA 98370

The contract shall not exceed the total amount indicated on the cover sheet of this contract and any other modifications hereof.

ATTACHMENT C: BUDGET SUMMARY/ESTIMATED EXPENDITURES

Mental Health, Chemical Dependency and Therapeutic Court Program
2027 FTE Breakout 1/1/27 - 12/31/27

	% in 1/10th	% in Other Programs	Employee Ttl Salary	Employee Ttl Benefits	Total Budgeted to 1/10th
Administration					
Position 1	0	0	$ -	$ -	$ -
Position 2	0	0	$ -	$ -	$ -
Total Administration Salaries/Benefits					**$ -**
Program					
Peer Support Specailist	65%	35%	$ 85,000.00	$ 39,000.00	$ 80,000.00
Position 2	0	0	$ -	$ -	$ -
Position 3	0	0	$ -	$ -	$ -
Position 4	0	0		$ -	$ -
Total Program Salaries/Benefits					**$ 80,000.00**

Mental Health, Chemical Dependency and Therapeutic Court Program
2027 Expenditure Form 1/1/27 - 12/31/27

Agency Name: City of Poulsbo

Program: Recovery Center and Recovery Café

Cost Categories	Budget	Percent	Current Billing	YTD Billing	Remaining Budget
Administration Salaries/Benefits	$ -	0%	$ -	$ -	$ -
Administration Other	$ -	0%	$ -	$ -	$ -
Aministration (15% of expenditures)		**0%**	**$ -**	**$ -**	**$ -**
Program Services					
Project Management		0%	$ -	$ -	$ -
Travel		0%	$ -	$ -	$ -
Insurance		0%	$ -	$ -	$ -
Indirect		0%	$ -	$ -	$ -
Cost Category (4) salary and benefits	$ 80,000.00	100%	$ -	$ -	$ 80,000.00
Cost Category (5)	$ -	0%	$ -	$ -	$ -
Cost Category (6)	$ -	0%	$ -	$ -	$ -
Cost Category (7)	$ -	0%	$ -	$ -	$ -
Cost Category (8)	$ -	0%	$ -	$ -	$ -
Cost Category (9)	$ -	0%	$ -	$ -	$ -
Program Services Total	**$ 80,000.00**	**100%**	**$ -**	**$ -**	**$ 80,000.00**
Total Project Budget	**$ 80,000.00**	**100%**	**$ -**	**$ -**	**$ 80,000.00**

15% admin is allowed, but can be budgeted in program if not needed or less is needed.

Cost Categories must have clear backup (program related payroll, people served and hours associated with them and signatures of clients agreeing to service, expense reports, Case Notes, itemized receipts, etc.)

Admin must be backed up by payroll, receipts, and a allocation explanation of indirect expenses if operating more than one program.

Year to date billing (previous month YTD + current month billing) must equal KC records of payments to date + current billing

Mental Health, Chemical Dependency and Therapeutic Court Program
2027 Expenditure Form 1/1/27 - 12/31/27

Costs and Cost Allocation Plan

(This is an explanation of all budgeted costs. All costs should be able to be verified in monitoring with payroll reports, receipts and should line up with the allocations stated.)

	Explanation
Program Services Payroll	
(Program Position 1)	We are using funds to offset the costs of a full time peer support specialist who will provide peer sypport in the Café and Center. County funds will cover appx 65% of her salary and benefits for 2027.
(Program Position 2)	
(Program Position 3)	
(Program Position 4)	
Administration Payroll	
(Admin Position 1)	
(Admin Position 2)	
Other Costs	
(Cost 1)	
(Cost 2)	
(Cost 3)	
(Cost 4)	
(Cost 5)	
(Cost 6)	

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

City of Poulsbo

2 Business name/disregarded entity name, if different from above.

Same as above

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) **Municipal Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

200 NE Moe Street

6 City, state, and ZIP code

Poulsbo, WA 98370-7347

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

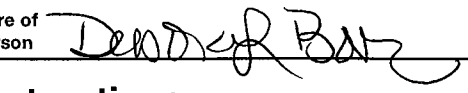
9	1	–	6	0	0	1	4	8	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date 9/25/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

WA cities
Insurance Authority

P.O. Box 88030
Tukwila, WA 98138
Phone: 206-575-6046
Fax: 206-575-7426
www.wciapool.org

12/18/2025 **Ref#:** 16719

Kitsap County Human Services Department
Attn: Hannah Shockley
614 Divison St., MS-23
Port Orchard, WA 98366-4676

Re: City of Poulsbo
Poulsbo Resource Center Grant KC-030-26

Evidence of Coverage

The City of Poulsbo is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least $4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Poulsbo. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Poulsbo all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

Rob Roscoe
Deputy Director

cc: Kameil Borders
Kimberly Hendrickson

Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name: City of Poulsbo
Principal:
From: 01/05/2025 To: 01/05/2026
WA UBI Number:
RCW: All
Penalty Due: All
Wage Due: All
License Number:

Apply Filters Reset

Download all debarment data

Show 25 per page Showing 0 records First Previous Next Last

Company Name	UBI	License	Principals	Related Business	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
There are no records that match your search criteria.										

Show 25 per page Showing 0 records First Previous Next Last

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.q

MEETING DATE: November 18, 2026

AGENDA ITEM	Housing, Health and Human Services Donation Acceptance Forms for 2027
EXHIBITS	Donation Form - AMFM Staff Services Donation Form - Cash and In Kind Services
STAFFED BY	Hendrickson
ESTIMATED TIME	1 min

SUMMARY STATEMENT

Housing, Health, and Human Services relies partially on private donations to support operations at the Recovery Center and Recovery Cafe. In 2027, H3 anticipates receiving $20,000 in cash donations to defray the cost of food and supplies in the Cafe and $10,000 in "in kind" donations to support Cafe operations (food, flowers, coffee, etc). In addition, AMFM Healthcare Services has waived all costs associated with the substance use professional it provides to the Center and Cafe to facilitate groups, provide vocational and educational support, and help with resource information. This generous donation of staff time began in late 2026. In 2027, it has a value of $33,000.

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: 0

SAMPLE MOTION:

Move to approve Housing, Health and Human Services Donation Acceptance Forms for 2027.

City of Poulsbo

DONATION AGREEMENT FORM

SECTION 1: DONOR INFORMATION

Donor(s) Name: AMFM Healthcare

Donor(s) Address: 6900 East Greenlake Way N, Ste G

Seattle, WA 98115

Donor(s) Phone: 206-580-3095 Email: Angeleena.francis@amfmhealthcare.com

SECTION 2: DONATION CLASSIFICATION

☑ The undersigned donor(s) hereby donates to the City of Poulsbo, Washington the amount of $33,000.00 which said donation shall be considered accepted upon approval from the City Administrator and receipt of the funds by the City.

This monetary donation is intended for: Substance use professional services in Poulsbo

AND

☐ The undersigned donor(s) hereby donates _____ with a fair market value of $_____ which said donation shall be considered accepted upon approval from the City Administrator and receipt of the item(s) by the City.

Please attach any receipts or documentation establishing the fair market value amount.

SECTION 3: PURPOSE OF DONATION

The City represents that it is a duly organized and existing municipal corporation of the State of Washington and that the donated funds will be used to the extent possible only for the following public purposes: (Attach a separate statement if more space is required.)

AMFM Healthcare will provide substance use professional to facilitate and lead support groups, provide vocational and educational support, and provide resource information for people using Recovery Resource Center in 2027.

Continue on Page Two

DONATION AGREEMENT FORM

The City of Poulsbo will make all reasonable efforts to fulfill the specific purpose(s) as outlined in the previous section for this donation. If the specified donation purposes are not feasible, substitutions for the purposes will be made. The donated funds will be managed and accounted for by the City of Poulsbo in accordance with the Poulsbo Municipal Code.

For IRS purposes, this agreement serves as written acknowledgment of your donation. The City of Poulsbo did not provide you with any goods or services in consideration for this donation.

SECTION 4. DONOR SIGNATURE(S)

Donor Signature: N/A _____ Date: _____

SECTION 5. ASSIGNED DEPARTMENT APPROVING SIGNATURE

_____ 11.10.26

Assigned Department Signature Date

SECTION 6. FINANCE DIRECTOR APPROVING SIGNATURE

_____ 11/10/24

Finance Department Signature Date

SECTION 7. CITY ADMINISTRATOR SIGNATURE

_____ 11/10/24

City Administrator Signature Date

FINANCE DEPT USE:	RECORDED INITIALS:
ORG CODE:	
RECEIPT #:	
DATE:	

Revised: 03.2025

City of Poulsbo

DONATION AGREEMENT FORM

SECTION 1: DONOR INFORMATION

Donor(s) Name: Varied

Donor(s) Address: N/A

Donor(s) Phone: N/A Email: N/A

SECTION 2: DONATION CLASSIFICATION

☑ The undersigned donor(s) hereby donates to the City of Poulsbo, Washington the amount of $20,000.00 which said donation shall be considered accepted upon approval from the City Administrator and receipt of the funds by the City.

This monetary donation is intended for: Food, Equipment, Supplies for RRC & Recovery Café

AND

☑ The undersigned donor(s) hereby donates Food, Flowers, Coffee, Other Café items with a fair market value of $10,000.00 which said donation shall be considered accepted upon approval from the City Administrator and receipt of the item(s) by the City.

Please attach any receipts or documentation establishing the fair market value amount.

SECTION 3: PURPOSE OF DONATION

The City represents that it is a duly organized and existing municipal corporation of the State of Washington and that the donated funds will be used to the extent possible only for the following public purposes: (Attach a separate statement if more space is required.)

This form captures cash, food donations and equipment made in support of Recovery Resource Center and Recovery Café in 2027.

Continue on Page Two

DONATION AGREEMENT FORM

The City of Poulsbo will make all reasonable efforts to fulfill the specific purpose(s) as outlined in the previous section for this donation. If the specified donation purposes are not feasible, substitutions for the purposes will be made. The donated funds will be managed and accounted for by the City of Poulsbo in accordance with the Poulsbo Municipal Code.

For IRS purposes, this agreement serves as written acknowledgment of your donation. The City of Poulsbo did not provide you with any goods or services in consideration for this donation.

SECTION 4. DONOR SIGNATURE(S)

Donor Signature: n/a _____ Date: _____

SECTION 5. ASSIGNED DEPARTMENT APPROVING SIGNATURE

_____ 11-10-26

Assigned Department Signature Date

SECTION 6. FINANCE DIRECTOR APPROVING SIGNATURE

_____ 11/10/26

Finance Department Signature Date

SECTION 7. CITY ADMINISTRATOR SIGNATURE

_____ 11/10/26

City Administrator Signature Date

FINANCE DEPT USE:	RECORDED INITIALS:
ORG CODE:	
RECEIPT #:	
DATE:	

Revised: 03.2025

POULSBO CITY COUNCIL AGENDA SUMMARY

CONSENT AGENDA ITEM NO. 8.r

MEETING DATE: November 18, 2026

AGENDA ITEM	2026 Pavement Preservation Project Acceptance
EXHIBITS	2026 PAVEMENT PRESERVATION CONTRACT AWARD 2026 Scub Seal Pay Est 1 Rev Signed
STAFFED BY	Lund
ESTIMATED TIME	1 min

SUMMARY STATEMENT

Staff will present the 2026 Pavement Preservation - Scrub Seal project for final acceptance.

The 2026 Pavement Preservation project treated 3.65 miles of streets. The neighborhoods were Glen Haven, Karl Place, Mariner Landing, Norwegian Wood, Cleaver Heights and Ridgewood using Scrub Seal - Single Chip. Neighborhoods receiving Scrub Seal - Double Chip were Holm Court, Shorewood Court, Matson West, Sommerseth East and West, Haugen St., Torgeson St, Ryen St and Nelson St. Streets receiving the Onyx coating were 6th Avenue, 9th Avenue, Matson East and Nordness St.

There was one change order adding the Onyx coating to increase the durability of the project in the amount of $226,774.24.

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: 0

SAMPLE MOTION:

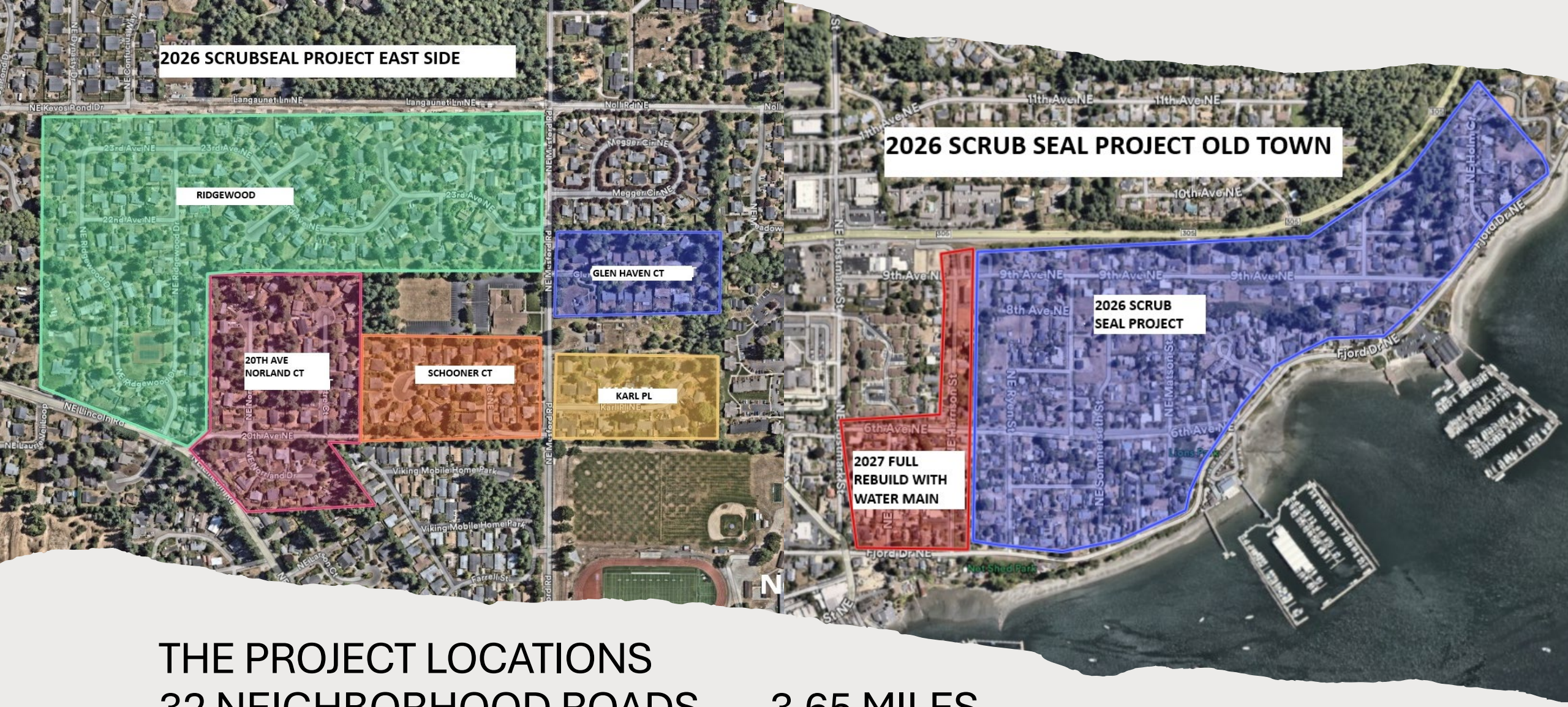
Move to accept the 2026 Pavement Preservation - Scrub Seal project as complete.



2026 PAVEMENT PRESERVATION SCRUB SEAL PROJECT ACCEPTANCE

CITY COUNCIL CONSENT AGENDA

11/18/2026



THE PROJECT LOCATIONS

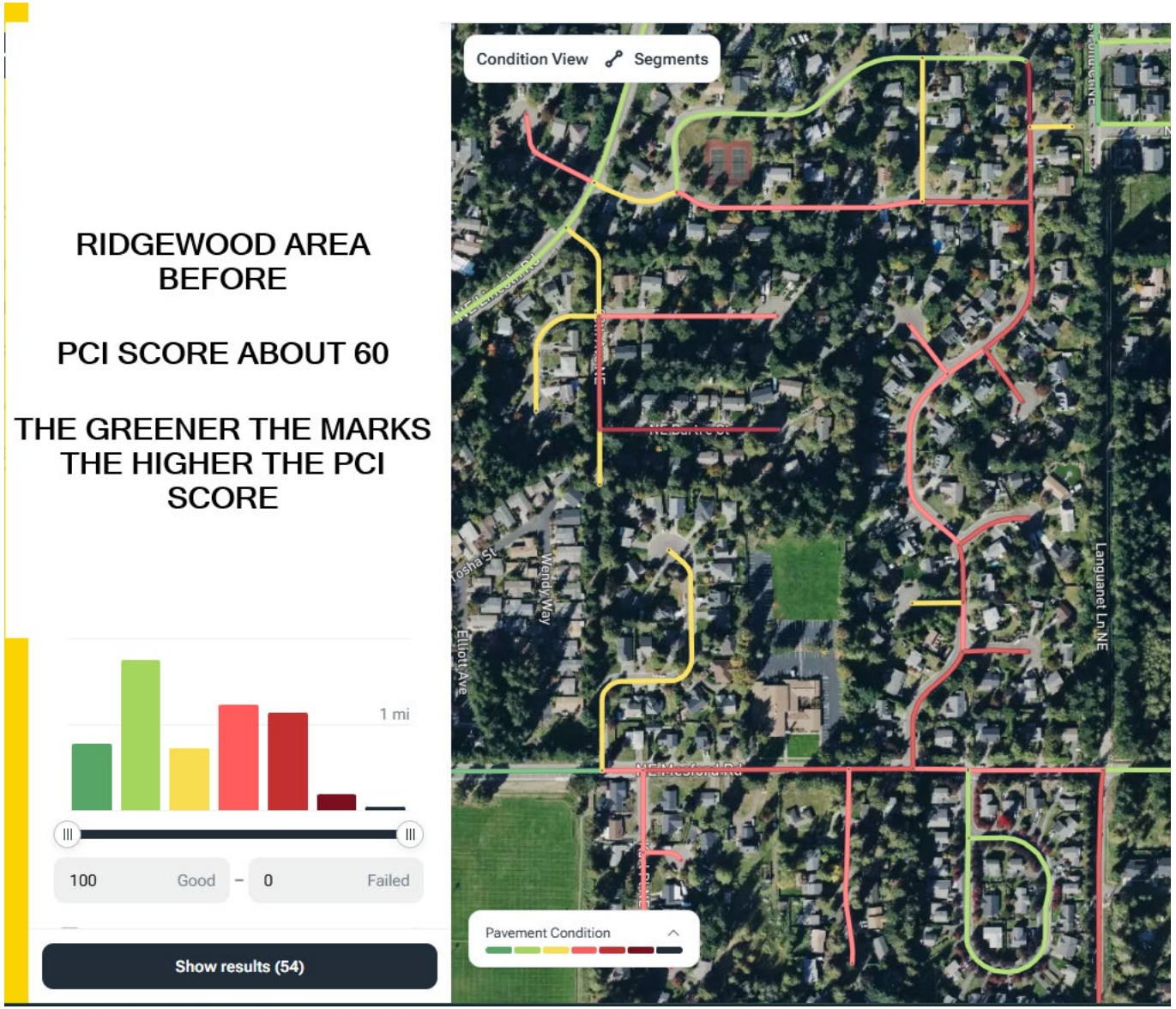
32 NEIGHBORHOOD ROADS 3.65 MILES

RIDGEWOOD AREA BEFORE

RIDGEWOOD AREA BEFORE

PCI SCORE ABOUT 60

THE GREENER THE MARKS THE HIGHER THE PCI SCORE

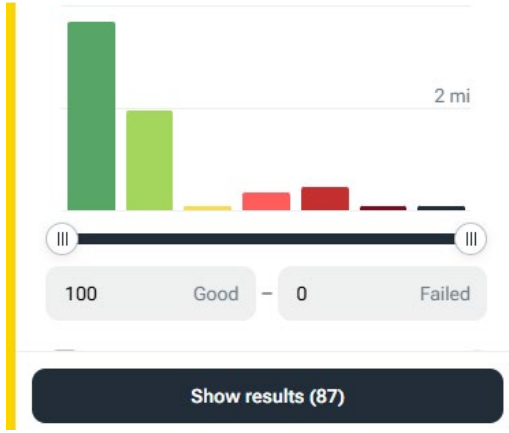


RIDGEWOOD AREA AFTER

RIDGEWOOD AREA AFTER

PCI SCORE AVERAGE 80

THE GREENER THE MARKS THE HIGHER THE PCI SCORE



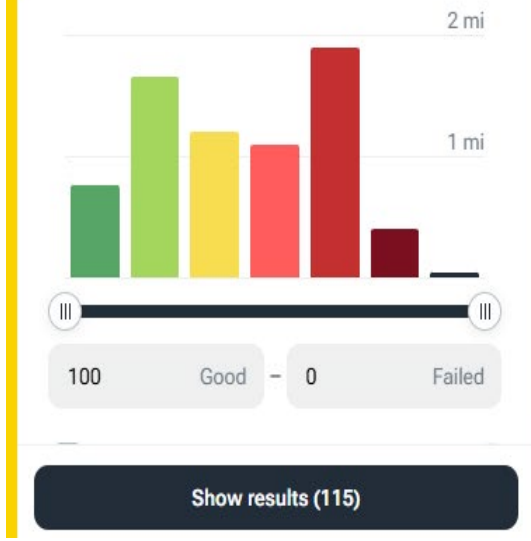


OLD TOWN AREA - BEFORE

OLD TOWN AREA BEFORE

PCI SCORE AVG - 60

THE GREENER THE MARKS THE HIGHER THE SCORE



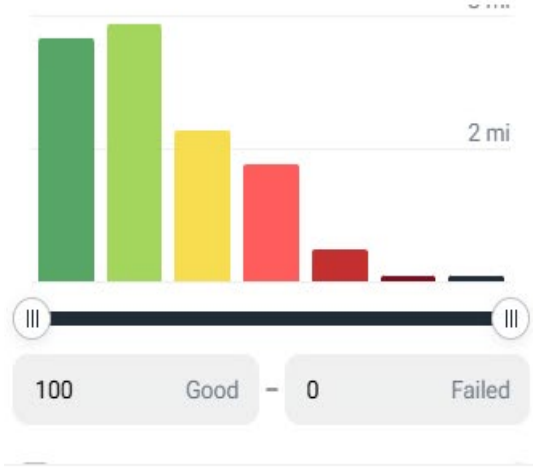


OLD TOWN AREA - AFTER

OLD TOWN AFTER

PCI SCORE AVERAGE 80

THE GREENER THE MARKS THE HIGHER THE SCORE



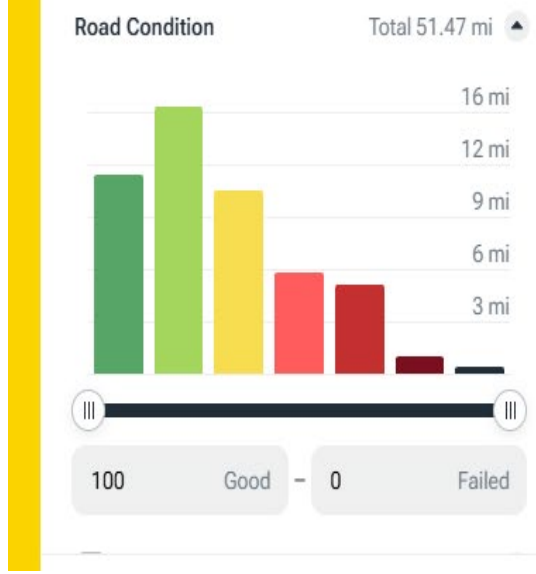


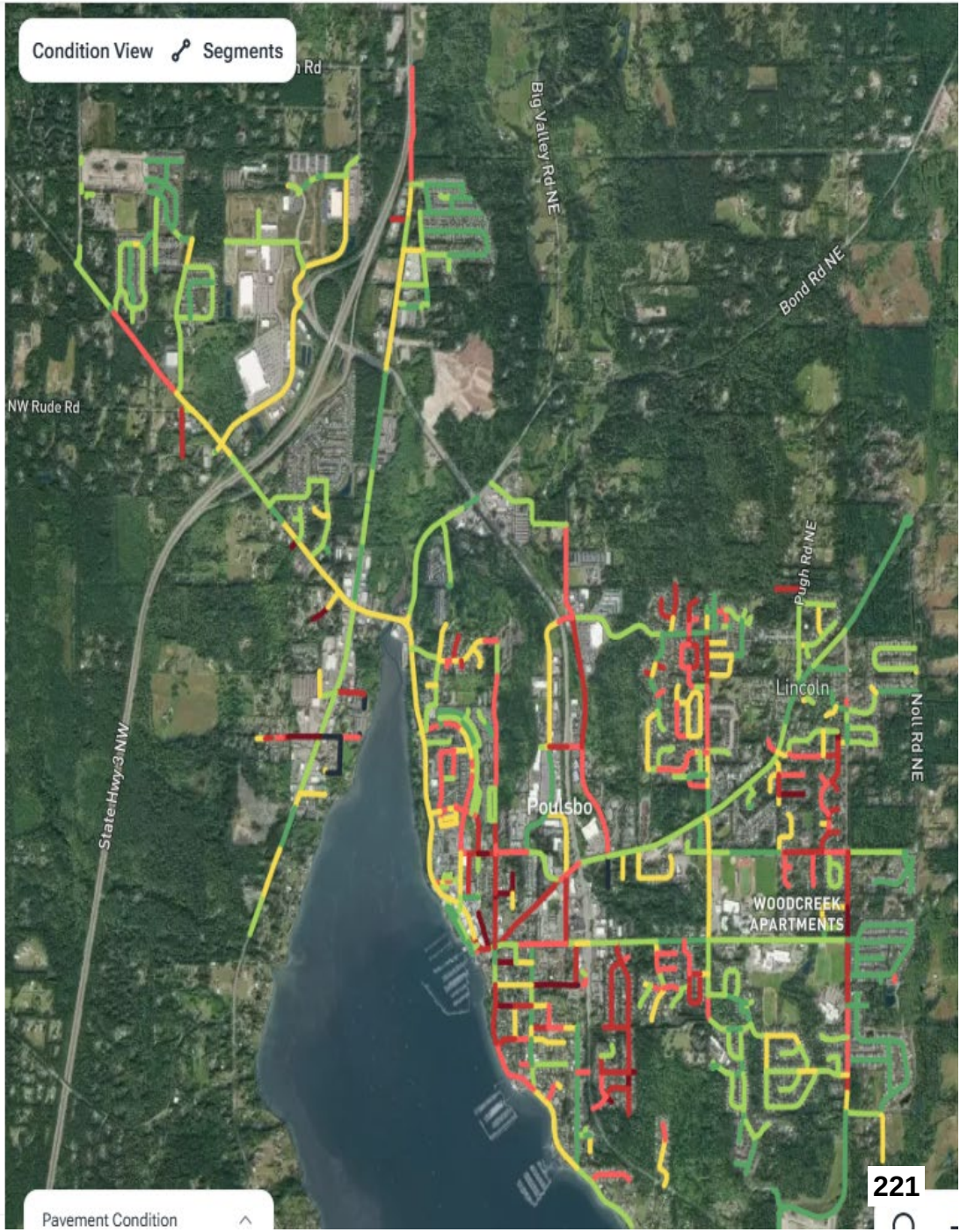
ENTIRE CITY BEFORE

ENTIRE CITY IN EARLY 2025

AVERAGE PCI SCORE WAS 68

THE GREENER THE MARKS THE HIGHER THE PCI SCORE



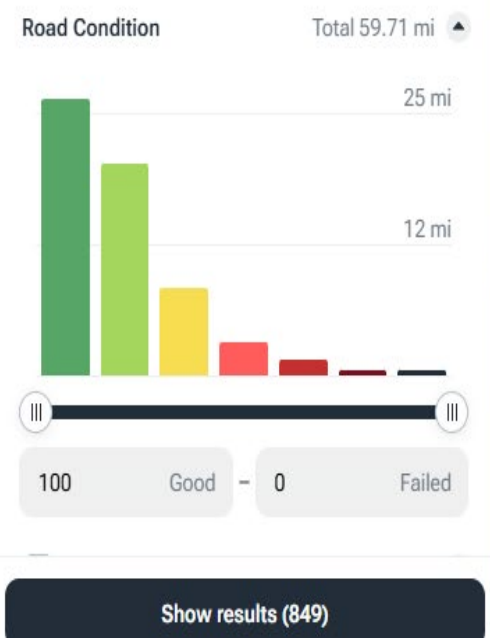


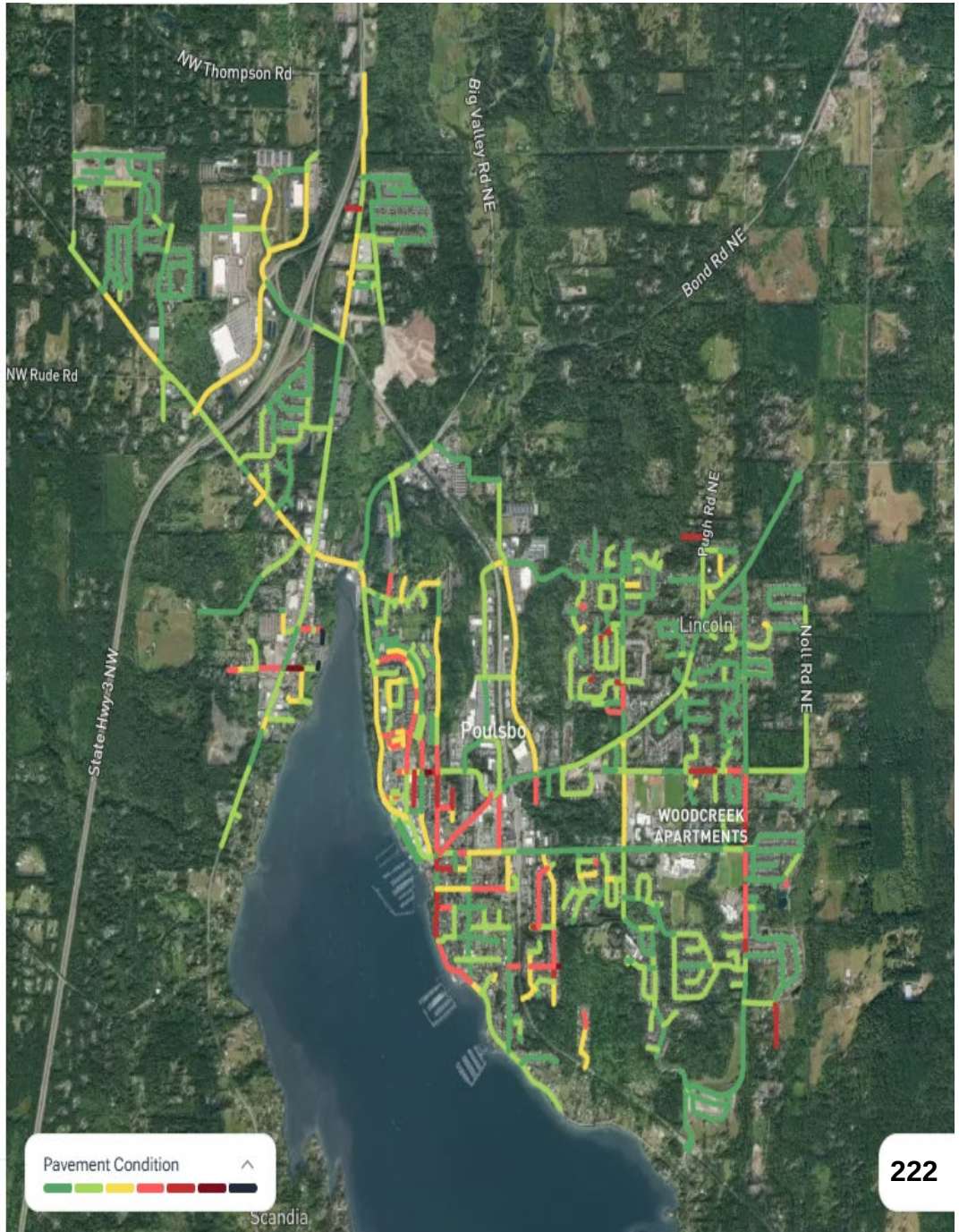
ENTIRE CITY AFTER

ENTIRE CITY FALL 2026

AVERAGE PCI SCORE IS 80

THE GREENER THE MARKS THE HIGHER THE SCORE





2026 Pavement Preservation – Scrub Seal

- Contractor – Sierra Santa Fe
- Original Contract Amount - $414,351.18
- Change Order #1 – $226,774.24 (Onyx Frictional Mastic Seal)
- Final Contract Amount $641,125.42

Sample Motion

- Move to accept the 2026 Pavement Preservation – Scrub Seal project as complete.

Docusign Envelope ID: FFC80614-AB84-8C0D-8312-910FF0BCF616

PROGRESS BILLING #1
PROGRESS BILLING PERIOD

City of Poulsbo
2026 Pavement Preservation - Scrub Seal Project CN2026-10

No.	Description	Unit	Plan Qty.	Bid Unit Price	Bid Total	Previous Qty.	Previous Amount	Previous %	Pay Estimate 1 Qty.	Pay Estimate 1	Pay Estimate 1 %	Total Qty.	Total Amount	Total %
	2026 Pavement Preservation - Scrub Seal													
1	Mobilization, Demobilization & Clean Up	LS	1	$ 42,236.00	$ 42,236.00		$ -	0.00%	1.00	$ 42,236.00	100.00%	1.00	$ 42,236.00	100.00%
2	SPCC Plan	LS	1	$ 333.00	$ 333.00		$ -	0.00%	1.00	$ 333.00	100.00%	1.00	$ 333.00	100.00%
3	Project Temporary Traffic Control	LS	1	$ 27,668.59	$ 27,668.59		$ -	0.00%	1.00	$ 27,668.59	100.00%	1.00	$ 27,668.59	100.00%
4	Scrub Seal Coat Single Chip	SY	37,621	$ 3.86	$ 145,217.06		$ -	0.00%	35925.00	$ 138,670.50	95.49%	35,925.00	$ 138,670.50	95.49%
5	Scrub Seal Coat Double Chip	SY	15,141	$ 7.97	$ 120,673.77		$ -	0.00%	15141.00	$ 120,673.77	100.00%	15,141.00	$ 120,673.77	100.00%
6	Fog Seal Coat	SY	71,764	$ 1.09	$ 78,222.76		$ -	0.00%	0.00	$ -	0.00%	0.00	$ -	0.00%
7	*Remove Bid Item #6 - Fog Seal Coat*	SY	71,764	$ 1.09	$ (78,222.76)		$ -	0.00%	0.00	$ -	0.00%	0.00	$ -	0.00%
8	**Change Order #1 Onyx Frictional Mastic Seal**	SY	71,764	$ 4.25	$ 304,997.00		$ -	0.00%	70,069	$ 297,793.25	97.64%	70,069.00	$ 297,793.25	97.64%
	SUBTOTAL				$ 641,125.42		$ -			$ 627,375.11			$ 627,375.11	
	SUBTOTAL				$ 641,125.42		$ -			$ 627,375.11	97.86%		$ 627,375.11	97.86%
	SALES TAX - Included in Bid Items				$ -		$ -							
	TOTAL BID				$ 641,125.42		$ -			$ 627,375.11	97.86%		$ 627,375.11	97.86%
	ORIGINAL CONTRACT AMOUNT				$ 641,125.42									

Signed by:

Prepared By: 5429793DB9D1408...

Checked By:

SUBTOTAL	$ -	$ 627,375.11	$ 627,375.11
SALES TAX - Included in Bid Items	$ -	$ -	$ -
RETAINAGE BOND	$ -		
TOTAL	$ -	$ 627,375.11	$ 627,375.11
PAY AMOUNT		$ 627,375.11	$ 627,375.11

APPROVED FOR PAYMENT: Diane Lenius
City of Poulsbo / Date 9-4-26
PRINT NAME DIANE LENIUS

APPROVED FOR PAYMENT: [signature]
Sierra Santa Fe Construction / Date
PRINT NAME DAVID ZIMMERMAN

POULSBO CITY COUNCIL AGENDA SUMMARY

BUSINESS AGENDA ITEM NO. 9.a

MEETING DATE: November 18, 2026

AGENDA ITEM	Public Hearing #2 on the Final 2027-2028 Biennial Budget
EXHIBITS	F. 2027-2028 Final Budget
STAFFED BY	Booher
ESTIMATED TIME	5 mins

SUMMARY STATEMENT
Public Hearing & 2027-2028 Final Budget Discussion

WORKSHOP DATE:	October 7, 2026

IMPACTS	
Expenditure Required? No	Included in Budget? No Amount: N/A

SAMPLE MOTION:
Hold Public Hearing

2027-2028 BUDGET FINAL REVIEW & APPROVAL

Poulsbo City Council

November 18, 2026

2027-2028 Budget Changes

- Updated wage and benefit rates
- Solid Waste transition to contracted service
- Indirect Allocations Updated
- Parking Revenues and Expenditures removed
- Adjusted any contractual updates
- PERC anticipated costs and revenues included
- Transfer from REET to support PERC
- Reduce planned transfer for PW Yard debt (using reserves for $2.5 million)
- Additional Funding Requests
- Updated capital budget per CIP
- Updated assigned and restricted fund balances

Additional Funding Requests
General Fund – One Time Requests

- Engineering – GIS Consulting Services
- IT – Share Point Migration
- IT/P&R – Facility Safety Improvements at Park & Rec Building
- Park & Rec –PRO's Plan
- Public Works – City Hall Building Evaluation of Stucco (reduced transfer to Facilities Fund)
- Police – Casual Labor for administrative transition
- IT – Council Chambers Equipment – Peg Fees

Additional Funding Requests
General Fund – On-Going Requests

- Executive – Marketing
- Human Resources – Professional Services
- IT – Audit Tool Enhancement to Manage Engine
- IT – VPN Multi-Factor Authentication
- IT – Managed Detection & Response Center for Internet Security
- Legislative – Council Meeting Video ADA Modifications
- P&R – 4th of July Event
- HDPA – Flower Basket Watering
- Blue Beam Connector – using technology fees collected
- PW – Beginning 2028 – Annual Boardwalk Inspection

Additional Funding Requests
General Fund – Personnel

- Administration – Communications Manager (re-class Code Enforcement)
- P&R Recreation Specialist increase fte .25. To be supplemented by additional revenue
- PW Fleet Supervisor reclassification (General Fund portion 25%)
- HHH – Casual Labor – using Opioid Funds

Additional Funding Requests
Other Funds

- GIS Consulting Services – amount to be distributed to utility funds
- HHH – Step Housing allocation for possible developers support
- Parks – Water Fountain Replacement at three City Parks
- Public Works – Safety Ladder
- Utility Funds – additional funds allocated to cover increased utility expenses
- HHH - Funds to reduce homelessness (Bluebills)
- PW – Water Tank Annual Inspections
- PW – Storm Drain Mobile Pump Out program
- PW – Street Operations – New Maintenance Technician
- Engineering – Reclassification of Utilities Civil Engineer

2027-2028 Budget Revenue vs. Expenditures

General Fund Operating Budget	2027	2028
Beginning Balance	7,560,140	5,295,597
Plus Operating Revenue	20,584,609	21,003,538
Less Operating Expenditures	(22,849,151)	(23,161,462)
General Fund Final Budget	5,295,597	3,137,673

2027-2028 General Fund Transfers

Operating Transfer Summary				*Operating*	
Transfer to Fund	**Description**	**2027**	**2028**	**2027**	**2028**
101	Street Maintenance	1,083,018	1,106,009	1,083,018	1,106,009
204	2012 City Hall Debt	123,453	124,424	123,453	124,424
204	2015 City Hall Debt	117,000	119,000	117,000	119,000
204	2021 Transportation - Noll Road	91,683	91,685	91,683	91,685
204	2021 Public Works Land/Tenant Improvements	97,525	97,527	97,525	97,527
204	2027 Anticipated Police Cars	225,000	225,000	225,000	225,000
204	2027 Anticipated PW Building	329,000	329,000	329,000	329,000
204	Debt Service Costs	1,000	1,000	1,000	1,000
301	Transfer for Capital Equipment	374,950	333,070		
301	Transfer for Police Firearm Replacement	8,945	8,945		
301	Transfer for Financial Software	200,000	100,000		
302	Transfer for Park Projects	146,000	149,000		
302	Transfer for Park Acquisition	200,000	200,000		
311	Transfer for Street Projects	146,000	149,000		
331	Transfer for City Governmental Building Repairs	-	25,000		
	Total Transfers from General Fund	*3,143,575*	*3,058,660*	*2,067,680*	*2,093,645*

2027-2028 General Fund Balance

General Fund Projected Fund Balance		
	2025	**2026**
Assigned - Legal Reserves	225,000	225,000
Assigned - Revenue Stabilization	4,813,124	2,662,380
Assigned - Future Leave Cashouts	90,000	90,000
Assigned - Restricted PEG Fees	78,595	65,595
Assigned - Restricted Substance Abuse	14,696	18,430
Assigned - Restricted OPIODS	32,070	15,820
Total Projected Fund Balance	5,253,485	3,137,673
Fund Balance Policy		
12% of Operating Revenues	2,074,726	1,973,037
Cash Management 2 months of operating expeditures less transfer to capital reserves	3,068,680	2,944,757

2027-2028 Final Budget Revenues Total Funds - $140 million

	2027	*2028*	**2027-2028**
Revenues	Budget	Budget	Budget
General Fund	20,999,800	21,471,464	42,471,264
Special Revenue Funds	5,630,653	5,356,450	10,987,103
Debt Service Funds	2,884,779	2,893,753	5,778,532
Capital Project Funds	11,257,895	9,244,515	20,502,410
Enterprise Funds	39,196,591	20,592,000	59,788,591
Totals	79,969,718	59,558,182	139,527,900

2027-2028 Final Budget expenditures

- Total Funds - $160 million

	2027	2028	2027-2028
Expenditures	Budget	Budget	Budget Combined
General Fund	22,849,151	23,161,462	46,010,614
Special Revenue Funds	6,419,511	6,207,808	12,627,319
Debt Service Funds	2,659,680	2,668,653	5,328,333
Capital Project Funds	13,836,600	8,887,000	22,723,600
Enterprise Funds	48,423,033	24,875,977	73,299,010
Totals	94,187,975	65,800,901	159,988,876

2027-2028 Final Budget

- What's next?
  - Ordinance Adoption December 16, 2026
  - Carryover (Beginning balance) amendment – next spring
  - Mid Year budget adjustment – Next Fall

2027-2028 Final Budget

- Questions?



POULSBO CITY COUNCIL AGENDA SUMMARY

BUSINESS AGENDA ITEM NO. 9.b

MEETING DATE: November 18, 2026

AGENDA ITEM	Agreement with Recovery Cafe Network for 2027 Problem Gambling Services
EXHIBITS	2027 Snoqualmie RCN Agreement - Problem Gambling
STAFFED BY	Hendrickson
ESTIMATED TIME	5 mins

SUMMARY STATEMENT

The City of Poulsbo's Recovery Cafe is a part of the national Recovery Cafe Network. In late 2026, the Network offered our Cafe a grant, through a partnership with the Snoqualmie Tribe, to address problem gambling in our community. Funds will be used to increase awareness of problem gambling concerns and recovery support needs in our cafe and, more specifically, to pay a provider to facilitate problem gambling support groups and assist with problem gambling resource navigation.

Funds will also be used to support an in-house communication and de-escalation training in February, 2026. As more people use the Recovery Cafe for their recovery needs, we have a pressing need for additional skills and training.

This new service will be offered in 2027 at the Cafe. It will not continue in future years without additional funding.

WORKSHOP DATE:	

IMPACTS

Expenditure Required? Yes	Included in Budget? Yes Amount: 25,000

SAMPLE MOTION:

Move to approve Agreement with Recovery Cafe Network for 2027 Problem Gambling Services and authorize the Mayor to sign the agreement on behalf of the city.

2026-27 Problem Gambling Grant Agreement

This agreement is between _____ (Grantee) and Friends of Recovery Café (Grantor) in support of Grantee's participation in the Recovery Café Network (RCN). Grantor is awarding a grant of up to $25,000 to support Grantee's costs to:

- Increase awareness of Problem Gambling (PG) concerns and recovery support needs in WA State
- Increase capacity of WA State RCN Members to hire and support staff trained in providing services to those struggling with PG as a part of their recovery journey
- Develop and provide training in support of PG recovery in WA State

(a) Grantee is a Government Entity not subject to federal income tax. Charitable contributions to Grantee are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

(b) Grantee will utilize the grant proceeds only for charitable and educational activities consistent with its tax-exempt status and will not engage in prohibited political activity or lobbying.

(c) Grantee will inform RCN immediately of any change in, or proposed or actual revocation of, its tax status.

(d) Grantee is an active member of RCN and is currently operating a Recovery Café. If Grantee's membership in RCN ends, this agreement will terminate and no further payments will be made.

(e) Grantee will receive installment payments upon receipt and approval of certain deliverables, as outlined below:

Training to Attend or Report to Submit	Payment Amount	Scheduled Payment Date
Attend Overview of Problem Gambling (PG) training on Thursday, October 22, 2026	$15,000	January 2027
Submit Final Grant Report by Friday, April 9, 2027	$10,000	April 2027

Grantee accepts and will discharge full control of the grant and its disposition and responsibility for complying with this agreement's terms and conditions.

This grant agreement begins on October 22, 2026 and ends on December 31, 2027.

Grantee:

By: _____

Date: _____

Grantor:
Friends of Recovery Café

By: _____
David Coffey, Executive Director

Date: _____

POULSBO CITY COUNCIL AGENDA SUMMARY

BUSINESS AGENDA ITEM NO. 9.c

MEETING DATE: November 18, 2026

AGENDA ITEM	Poulsbo Fire Fees ILA
EXHIBITS	Fire Impact Fee ILA 10-19-26 4920-6654-6625.2 (1)
STAFFED BY	Logue
ESTIMATED TIME	5 mins

SUMMARY STATEMENT

The City of Poulsbo is requesting City Council approval of an Interlocal Agreement (ILA) with the Poulsbo Fire Department for the collection, distribution, and expenditure of fire impact fees.

The agreement establishes the responsibilities of both parties in administering the fire impact fee program, as authorized by Poulsbo Municipal Code Chapter 3.88 and Ordinance No. 2026-07.

Under the agreement, the City will assess fire impact fees as part of the building permit process, while the Poulsbo Fire Department will be responsible for collecting, managing, and expending the fees in accordance with applicable state laws. The Fire Department will also be responsible for annual reporting, maintaining financial records, and processing required refunds.

This agreement provides a framework for administering fire impact fees to help fund fire protection facilities needed to serve new development while ensuring accountability and compliance with state requirements. The agreement has been reviewed by the Poulsbo Fire Board, Fire Chief, the Fire Department's legal counsel, and the City's legal counsel.

Staff recommends City Council approval of the Interlocal Agreement between the City of Poulsbo and the Poulsbo Fire Department.

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: 0

SAMPLE MOTION:

Move to approve the Interlocal Agreement between the City of Poulsbo and the Poulsbo Fire Department for the collection, distribution, and expenditure of fire impact fees, and authorize the Mayor to execute the agreement on behalf of the City.

INTERLOCAL AGREEMENT FOR THE COLLECTION, DISTRIBUTION, AND EXPENDITURE OF FIRE IMPACT FEES

THIS AGREEMENT is entered into this _____ day of_____, 2026 (“Effective Date”) by and between the City of Poulsbo, a Washington municipal corporation ("City"), and the Poulsbo Fire Department, a Washington municipal corporation ("PFD").

RECITALS

1. The Washington State Legislature passed the Growth Management Act of 1990 (“GMA”) now codified at Chapter 36.70A RCW, and Chapter 82.02 RCW (the "Act"), which authorizes the imposition and collection of impact fees on development activity as part of the financing for public facilities, including fire protection facilities, in order to serve new growth; and

2. The Act requires that financing for these public facilities must provide for a balance between impact fees and other sources of public funds and cannot rely solely on impact fees; and

3. Impact fees are a critical form of funding necessary for maintaining adequate public fire protection facilities concurrently with development; and

4. The Act allows the collection and expenditure of impact fees only for public facilities that are addressed by a capital facilities element of a comprehensive land use plan; and

5. The PFD prepared a Capital Facilities Plan in compliance with the Act for adoption by the PFD’s Governance Board, and authorization to collect and expend fees is contingent upon the City’s adoption of the PFD’s Capital Facilities Plan (“CFP”) as part of the City’s Comprehensive Plan, as required by the GMA and the Plan’s adherence with the statutory requirements of the Act; and

6. The PFD has provided a copy of its adopted CFP to the City for consideration and the City has adopted the CFP into the City’s Capital Facilities and Public Services Element of the City’s Comprehensive Plan; and

7. The City Council has also adopted fire impact fees pursuant to Ordinance No. 2026-07, codified at Chapter 3.88 of the Poulsbo Municipal Code (the “fire impact fee ordinance”), which describes the features of the fire impact fee program, and allows the PFD to receive and expend the fire impact fees in conformance with the Act; and

8. The City and the PFD desire to enter into this Interlocal Agreement pursuant to Chapter 39.34 RCW, for the purposes of setting forth the duties and responsibilities of the parties with regard to the fire impact fee program.

NOW, THEREFORE, in consideration of the mutual promises herein, the

parties agree as follows:

AGREEMENT

The City and the PFD agree to comply with the terms of this Agreement, which shall govern the collection, distribution, expenditure and refunding of fire impact fees.

I. RESPONSIBILITIES OF THE PFD

The PFD, by and through its officials, employees, agents and representatives, agrees to:

A. Annually, on or before September 1 of each year, submit to the City a six-year capital facilities plan which shall comply with RCW 36.70A.070 together with an Fire Impact Fee Technical Rate Study pursuant to PMC 3.88.090(A), or provide an update of a previously adopted plan.

B. Accept full responsibility if any fire impact fees are challenged.

D. Assess and collect the impact fee and provide the City a copy of the receipt with the respective building permit.

E. Expend impact fee revenues provided to the PFD under this Agreement, and all interest proceeds on such revenues, solely for expenditures authorized by 82.02.050(5) and 82.02.070(2).

F. Prepare an annual report in accordance with the requirements of RCW 82.02.070(1), and PMC 3.88.160, showing the system improvements that were financed in whole or in part by impact fees and the amount of funds expended. The annual report shall be provided to the City no later than September 1 of each year for the preceding calendar year.

G. Refund impact fees and interest earned on impact fees when a refund is required pursuant to RCW 82.02.080.

H. Maintain accounts and records necessary to ensure proper accounting for all impact fee funds and compliance with this Agreement, the Act, and Chapter 3.88 PMC.

I. In the event the PFD has extraordinary and compelling reasons for encumbering or expending impact fees as provided in RCW 82.02.070(3), the PFD shall identify such findings in writing to the City Council.

J. Promptly notify owners of refunds under RCW 82.02.080 and the processing and payment of any refunds, together with any interest that may be due.

K. At the City's request, review all covenants and declarations of restrictions that purport to maintain an exemption(s) from payment of fire impact

fees.

L. Maintain all accounts and records necessary to ensure compliance with this Agreement, the fire impact fee ordinance, and all other applicable laws.

II. RESPONSIBILITIES OF THE CITY

The City, by and through its officials, employees, agents and representatives, agrees to:

A. Timely review and take action on the PFD's updated CFP, the PFD's Fire Impact Fee Technical Rate Study and PFD's impact fee schedule, provided that the PFD has complied with the terms of this Agreement.

B. Impose fire impact fees pursuant to PMC 3.88.080 and PMC 3.88.090 as part of the building permit.

III. GENERAL TERMS

A. It is recognized that amendments to this Agreement may become necessary, and such amendment shall become effective only when the governing body of each party has approved a written addendum or amendment to this Agreement.

B. The parties acknowledge that, except as otherwise specifically provided for herein, the City shall in no event be responsible for the collection of any impact fees to the PFD, .

C. This Agreement shall remain in effect until terminated in writing by mutual agreement of the parties or as provided in Section VI.

D. No separate legal or administrative entity is created under this Agreement.

E. No joint financing structure or budget is hereby created under this Agreement.

F. No real or personal property will be acquired under this Agreement.

G. This Agreement will be administered by the Mayor for the City of Poulsbo, or his/her designee and the Fire Chief of the PDF, or his/her designee.

IV. AUDIT

A. Both parties' records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the

other party or by an appropriate state agency.

B. The PFD agrees to cooperate with any monitoring or evaluation activities conducted by the City that pertain to the subject of this Agreement. The PFD agrees to allow the City, or appropriate state agencies and/or any of their employees, agents, or representatives to have full access to and the right to examine during normal business hours, all of the PFD's records with respect to all matters covered by this Agreement. The City and/or any of its employees, agents, or representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all invoices, materials, payrolls, and record of matters covered by this Agreement. The City will give fifteen days' advance notice to the PFD of fiscal audits to be conducted.

C. The results and records of such audits shall be maintained and disclosed in accordance with Chapter 42.56 RCW and Chapter 2.98 PMC.

V. INDEMNIFICATION AND HOLD HARMLESS

A. The PFD shall, at its own cost and expense, protect, defend, indemnify, and hold harmless the City, its officers, employees and agents, from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the acts or omissions of the PFD, its officers, officials, employees or agents, relating to the PFD's implementation of the fire impact fee program, performance of the responsibilities set forth in Section I of this Agreement, or compliance with the terms of Chapter 3.88 PMC, all as currently enacted or hereby amended. This indemnification by the PFD of the City shall include, but not be limited to:

1. The PFD's responsibility to refund any fees with interest, which are determined by a court of competent jurisdiction to have been improperly paid, regardless of whether the City erroneously required the fee amount;

2. The PFD's agreement not to impose any liability on the City for the City's failure to collect the proper fee amount or any fee from a developer conducting any development activity, provided that the City shall make reasonable attempts to collect such fee.

B. The PFD shall, at its own cost and expense, protect, defend, indemnify, and hold harmless the City, its officers, officials, employees, and agents, from any and all costs, claims, judgments, or awards of damages, resulting from a challenge to the legality of any provision of Chapter 3.88 PMC as applied to a developer engaging in a development activity located within the PFD's boundaries; provided, however, that if the PFD offers to defend the City, the PFD shall not be liable for any of the City's attorney's fees or incidental litigation expenses incurred after such offer to defend is accepted; provided further, that if the PFD defends the City, the PFD shall be authorized to settle any such challenge only upon written consent of the settlement by the City's governing body.

C. The PFD further agrees that the PFD shall, at its own costs and

expense, protect, defend, indemnity, and hold harmless the City, its officers, officials, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the PFD's failure to refund impact fees, or interest on such impact fees, including but not limited to a determination that impact fees from development activity that was not completed are not refundable because the funds were expended or encumbered by the PFD whether or not the PFD's determination was made in good faith; provided however, that if the PFD offers to defend, the PFD shall not be liable for any of the City's attorney's fees or incidental litigation expenses incurred after such offer to defend is accepted; provided further, that if the PFD defends the City, the PFD shall be authorized to settle any such challenge only upon written consent of the settlement by the City's governing body.

D. Except as provided in paragraphs A, B and C, the City shall, at its own cost and expense, protect, defend, indemnity and hold harmless the PFD, its officers, officials, employees, or agents, from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees or agents, relating to the City's implementation of the fire impact fee program, performance of the responsibilities set forth in Section II of this Agreement, or the terms of Chapter 3.88 PMC, all as currently enacted or hereby amended; provided however, that if the City offers to defend, the City shall not be liable for any of the PFD's attorney's fees or incidental litigation expenses incurred after such offer to defend is accepted, provided further, that if the City defends the PFD, the City shall be authorized to settle any such challenge only upon written consent of the settlement by the PFD's governing body.

VI. TERMINATION

A. The term of this Agreement shall commence upon the Effective Date. The PFD's authorization to receive impact fees under this Agreement may be terminated without cause by the City, in whole or in part, at any time, but only upon the repeal or invalidation of Chapter 3.88 PMC. All other obligations under this Agreement shall remain in effect until both of the following conditions have been satisfied:

1. The City or the PFD provides written notice that this Agreement is being terminated; and

2. Neither the PFD, nor the City on behalf of the PFD, retains unexpended or unencumbered impact fees and interest earned thereon.

B. The obligations under Section V, Indemnification, shall be continuing and shall not be diminished or extinguished by the termination of this Agreement.

C. Upon termination of this Agreement, the party holding any impact fees collected under this Agreement shall ensure that any remaining unexpended or unencumbered impact fees and interest earned thereon are either properly expended or refunded pursuant to Chapter 82.02 RCW.

D. Nothing herein shall limit, waive, or extinguish any right or remedy

provided by this Agreement or by law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

VII. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.

VIII. RIGHTS TO OTHER PARTIES

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and conveys no right to any other party.

IX. GOVERNING LAW AND FILING

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Washington. Jurisdiction of any dispute arising under this Agreement shall be in Kitsap County Superior Court, and each party shall be responsible for its own costs and attorneys' fees. This Agreement shall be filed with the clerk of the City, the clerk of the PFD, and may be recorded with the Kitsap County Auditor's Office or posted on the websites of the parties.

X. ADMINISTRATION

A. The City's representative shall be:

B The PFD's representative shall be:
James Gillard, Fire Chief
911 NE Liberty Rd
Poulsbo, WA 98370

XI. ENTIRE AGREEMENT/WAIVER OF DEFAULT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the parties, which shall be attached

to the original Agreement.

XII. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Reminder of page left intentionally blank
Signatures on following page

CITY OF POULSBO

Edward R. Stern
Mayor
Date:_____

ATTEST:

Rhiannon Fernandez
City Clerk

Approved as to form:

Emily Romanenko
City Attorney

POULSBO FIRE DEPARTMENT

James Gillard
Fire Chief
Date:_____

Approved as to form:

XXXXX
PFD Attorney

POULSBO CITY COUNCIL AGENDA SUMMARY

WORKSHOP AGENDA ITEM NO. 10.a
MEETING DATE: November 18, 2026

AGENDA ITEM	Refund Policy for De Minimis Refunds
EXHIBITS	DeMinimis Refund Policy - DRAFT DB Updates
STAFFED BY	Booher
ESTIMATED TIME	15 mins

SUMMARY STATEMENT

Review working policy regarding issuing refunds. The goal is to minimize the workload, reduced the amounts of credit balances, decrease the number of stale checks and better streamline the process for Unclaimed Property submitted to the state. Any customer may request a refund at anytime and it will be issued. The City will not automatically generate refunds less than $20 unless requested by the customer.

Websites and applications will be updated with the updated terms of the refunds.

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: 0

SAMPLE MOTION:

Information provided. Working Policy

City of Poulsbo

Policy / Procedure

TITLE: De Minimis Refund Policy **DRAFT**	**EFFECTIVE DATE: 1/1/2027** **REVISED:** N/A	
DEPARTMENT: Finance	**POLICY:** FN-000-2026	**PAGES:** 2
APPROVED BY:		

A. PURPOSE

This policy establishes guidelines for de minimis refunds of credits on accounts with the City of Poulsbo. It intends to ensure transparency and compliance with applicable laws, in addition to alleviating administrative costs and burdens related to:

- Issuing refund checks for less than $20.00.
- The Unclaimed Property process, specifically notification of credit on account for less than $50.00 to be turned over to the applicable state (usually Washington).
- Maintaining long-term credits on accounts.
- Goal is to maintain minimal credit balances on City Accounts and issue refunds within a timely manner to avoid unclaimed property.

B. SCOPE

This policy applies to all departments and divisions of the City collecting payments from residents, business, or visitors.

C. REFERENCES

Revised Uniform Unclaimed Property Act – Chapter 63.60 RCW

D. POLICY

City Initiated Refunds

Refunds will be periodically processed based on department policies and procedures with the following guidelines:

- The City will initiate refunds for amounts of $20.00 or more. Credits under $20.00 can be requested and a refund issued. Once a credit becomes reportable as Unclaimed Property it will be released to the appropriate state per RCW 63.30.
- Refunds will be issued via check through the Accounts Payable process unless the department has another policy for returning funds.
- Payments will be made to the original payer using the contact information on file. Any requests for contact information changes to be considered will need to be made in writing with supporting documentation verifying the requested change.

- Refunds issued will not be less than 14 business days after the original payment to ensure the funds have cleared the City bank accounts.

Unclaimed Property Due Diligence

Annually, the City notifies payees of undeposited City checks which are at risk of being reported as abandoned through the Unclaimed Property process. The City will perform due diligence according to state notification requirements. Effective January 1, 2026, Washington state requires notification for payments of $50.00 or more.

Credits on Accounts

Each department will annually identify credits on their accounts using the state-mandated abandonment period, currently covering the 12 months preceding July 1st of that year. Using department procedures, they will notify payees of credits on account and, once due diligence requirements have been fulfilled, adjust the account balances for abandoned amounts. The Finance Accounts Payable Clerk administers Unclaimed Property for the City and is the contact for procedural questions or quandaries.

E. RESPONSIBILITY

Departments will monitor accounts to determine refund timing per their policies and procedures and will work annually with the Finance Accounts Payable Clerk to process Unclaimed Property. Departments will also review and update forms, websites, and other relevant notification methods to communicate refund rules to citizens, businesses, and customers.

F. ENFORCEMENT

The Finance Department will monitor to help identify outstanding checks and account balances. Department Heads will be responsible for delegating and monitoring to reduce outstanding credit balances.

POULSBO CITY COUNCIL AGENDA SUMMARY

WORKSHOP AGENDA ITEM NO. 10.b
MEETING DATE: November 18, 2026

AGENDA ITEM	Two Accessory Dwelling Units Per Unit Discussion in Multifamily Residential Zones (RM & RH)
EXHIBITS	CC RMRHADU Memo 20261118 2026_Vacant_Underutilized RMRH Zones
STAFFED BY	Wright
ESTIMATED TIME	25 mins

SUMMARY STATEMENT

The City of Poulsbo has a limited inventory of vacant and underutilized land within its Residential Medium (RM) and Residential High (RH) zoning districts, making it important to maximize housing opportunities within these existing areas. To support this objective, the City adopted regulations allowing up to two accessory dwelling units (ADUs) per principal residential unit, rather than limiting the allowance to two ADUs per lot, creating the potential for greater housing capacity. This report illustrates that potential, provides development analysis and seeks Council direction on continuing this approach.

WORKSHOP DATE:	

IMPACTS

Expenditure Required? No	Included in Budget? No Amount: 0

SAMPLE MOTION:

Analysis, Discussion & Policy Direction

City of Poulsbo

Planning & Economic Development

To: City Council
From: Heather Wright, AICP, Planning and Economic Director
Date: November 18, 2026
RE: Two Accessory Dwelling Units Per Unit, Residential Medium & Residential High Zoning Districts

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A. Introduction

The purpose of this report is to provide the City Council with an overview of Washington State's accessory dwelling unit (ADU) legislation, the City's implementation of House Bill 1337 (HB 1337), and the additional flexibility adopted by Poulsbo to allow two ADUs per principal residential **unit** rather than limiting the allowance to two ADUs per **lot.**

The report focuses on the City's Residential Medium (RM) and Residential High (RH) zoning districts, where staff has identified approximately 8.08 acres of vacant or underutilized land remaining for potential residential development. Given this limited land inventory, the City's expanded ADU allowance provides an opportunity to increase housing capacity without requiring additional land to be designated for residential development.

This analysis illustrates the difference in potential housing capacity between allowing two ADUs per principal residential unit and limiting the allowance to two ADUs per lot, and highlights the role ADUs can play in accommodating the City's housing needs, including moderate-income households (80–120% AMI).

B. Background State ADU Regulations

Accessory dwelling units were initially addressed through Washington State legislation in the 1990s. Subsequent legislative changes in 2019 and 2021 provided additional incentives and direction to local governments to encourage ADU development and recognize their role in meeting housing needs.

Most recently, HB 1337, passed in 2023, established additional requirements for local ADU regulations. These changes were intended to remove regulatory barriers and increase opportunities for ADUs throughout urban growth areas.

Among the significant requirements established through HB 1337 are:

- **Number of ADUs:** Cities must allow at least two ADUs per residential lot. ADUs may be attached, detached, a combination of both, or conversions of existing structures.
- **Owner occupancy:** Local regulations may not require the property owner to occupy the property.
- **Independent sale:** Local regulations may not prohibit the independent sale of ADUs (i.e. the ability to condo the units).
- **Impact fees:** Impact fees charged for an ADU may not exceed 50 percent of the impact fees charged for the principal unit.
- **Size:** Local regulations must allow an ADU of at least 1,000 square feet (some jurisdictions have allowed even larger ADUs).

- **Development standards:** Cities must adjust zoning and development regulations to accommodate ADUs, including applicable height, setback, and other requirements.
- **Parking:** Parking requirements must be consistent with the State's requirements, including consideration of distance from major transit stops and lot size.

These legislative changes reflect the State's continued emphasis on increasing housing options, providing greater flexibility for property owners, and utilizing existing residential land and infrastructure more efficiently. Furthermore, based on Department of Commerce guidance, ADUs are considered to provide the City's moderate-income households (80–120% AMI).

C. City of Poulsbo Regulations

In June 2025, the City of Poulsbo adopted amendments implementing the State's ADU requirements as part of its Comprehensive Plan implementing regulations.

In addition to meeting the State requirements, Poulsbo adopted a provision allowing two ADUs per principal residential unit rather than limiting the allowance to two ADUs per lot.

Under the State framework, a property may have one principal residential unit and two ADUs. Poulsbo's regulations allow two ADUs for each principal residential unit. Consequently, a property containing multiple principal residential units may accommodate more than two ADUs.

For example, a development containing three attached principal dwelling units could potentially accommodate six ADUs, subject to applicable zoning, building, dimensional, and other development standards.

The intent of this amendment was to allow additional dwelling units to be incorporated into residential development without requiring property owners to subdivide land simply to achieve the number of dwelling units otherwise allowed under the State's ADU framework. This was specifically allowed because of the limited amount of vacant and underutilized RM & RH zones and our need to provide zoning to support a variety of housing types.

D. Development Activity Since the Passage of ADUs per Unit

Since adoption of the City's amendments in June 2025, two development proposals have been submitted that initially contemplated utilizing the expanded ADU allowance.

Both projects were proposed on vacant land within the City's Residential Medium and High zoning districts.

- The first project proposed one attached ADU for each principal residential unit. The development was configured as an attached residential building and contemplated utilizing the City's expanded ADU allowance. The development did not propose two ADUs per unit and is likely due to dimensional and parking requirements.
- The second project initially proposed to include two ADUs per principal residential unit, attached, side by side in the form of townhomes. The applicant subsequently revised the proposal. The revised proposal includes attached principal residential units only without any ADUs.

These projects demonstrate how the City's regulations may be applied to other residential developments. Both proposals illustrate the development flexibility created by the City's regulations, particularly when ADUs are incorporated into attached residential buildings rather than constructed as traditional detached backyard cottages.

E. Residential Development Potential, RM & RH zones

The Planning and Economic Development Department identified approximately 8.08 acres of vacant or underutilized land within the City's RM and RH zoning districts, a relatively low amount of acreage remaining in our existing inventory for future development. Of the 8.08 acres, 1.94 are zoned RM and 6.14 are zoned Residential High.

Under PMC 18.70.040, the current minimum and maximum densities are:

RM:	Minimum 6 du/net acre Maximum 15 du/gross acre
RH:	Minimum 16 du/net acre Maximum 22 du/gross acre

The maximum density determines the number of principal dwelling units that may be accommodated within a development, subject to the applicable density calculation and other development standards. Importantly, PMC 18.70.040(C)(3) exempts accessory dwelling units (ADUs) from minimum and maximum density requirements, consistent with state law. As a result, ADUs may be developed in addition to the principal dwelling units allowed under the underlying zoning density. For example, a site permitted to accommodate 10 principal dwelling units could potentially support up to 20 additional ADUs, for a total of 30 dwelling units.

To demonstrate the potential residential development in these zones, staff applied the maximum density allowances for RM and RH to the identified vacant and underutilized acreage and the maximum potential of two ADUs.

Zoning District	**Principal Units**	Potential Additional ADUs	**Total Potential Units**
RM:	29 units	58 ADUs	87
RH:	135units	270 ADUs	405
Total:	**164**	328	**492**

Under this theoretical illustrative scenario, the ADU allowance (per unit or per lot) could provide an opportunity for up to 328 additional dwelling units beyond the principal-unit density, resulting in approximately 492 total residential units. Under a per-lot allowance, the number of ADUs would be tied to the number of individual residential lots, regardless of how many principal dwelling units are developed on each lot. By allowing two ADUs per principal dwelling unit, the City provides an opportunity to accommodate more housing within the limited RM and RH land inventory.

The calculation assumes that all identified acreage can be used for the applicable gross-acre density calculation and that each principal dwelling unit accommodates the full allowance of two ADUs. Actual development potential will depend on individual parcel characteristics and development requirements, including but not limited to critical areas and associated buffers, stormwater infrastructure, setbacks, building height, lot coverage and parking requirements.

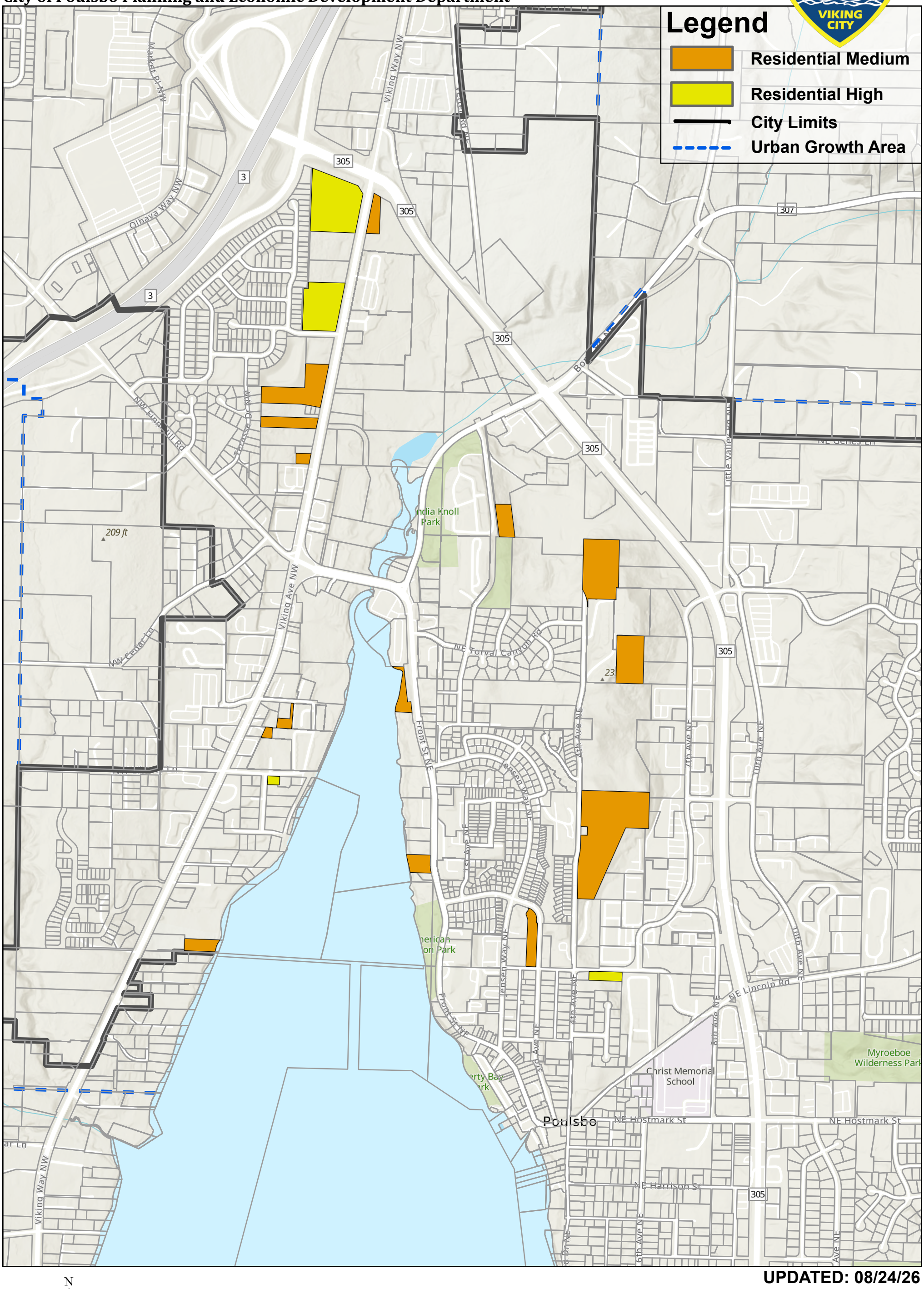
F. Questions for City Council

Staff is seeking Council feedback regarding the City's approach to ADUs. The following questions are intended to guide the discussion:

- Does Council support retaining the City's allowance of up to two ADUs per principal residential unit as a means of maximizing housing opportunities within the City's limited RM and RH land inventory?
- Does Council want staff to further evaluate the difference in housing capacity between the existing per-principal-unit allowance and a two-per-lot limitation?

Vacant RM/RH: 2026

City of Poulsbo Planning and Economic Development Department



UPDATED: 08/24/26

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POULSBO CITY COUNCIL AGENDA SUMMARY

WORKSHOP AGENDA ITEM NO. 10.c

MEETING DATE: November 18, 2026

AGENDA ITEM	Questions and Concerns of the Council / Future Agenda Items
EXHIBITS	Future Agenda Items
STAFFED BY	City Council
ESTIMATED TIME	5 mins

SUMMARY STATEMENT
This is an opportunity for the Council to provide any questions or concerns for discussion.

WORKSHOP DATE:	

IMPACTS	
Expenditure Required? No	Included in Budget? No Amount: N/A

SAMPLE MOTION:
N/A

CITY COUNCIL MEETING FUTURE AGENDA ITEMS

As of 11/12/2026. The agenda and format listed below are tentative and may change.

December 2, 2026 5:00 PM City Council Meeting
Absent:
Land Acknowledgment - Newell

- Consent:
  - PERC Technology Agreement – 1 min (Riendl)
  - PERC Project ROMTEC Buildings Change Order Approval – 1 min (Ranes)
- Business:
  - Cornerstone Baptist Church Lease – 5 mins (Ozimek)
- Workshop:
  - District Court Presentation – 30 mins (Comm. Rolfes, Judge Kelly, Gelder)
  - Brand Unification Discussion – 20 mins (Gelder)
  - Naming Policy – 30 mins (Ozimek)

December 9, 2026 5:00 PM City Council Meeting (WORKSHOP)
Absent:
Land Acknowledgment - Taber

- Workshop:
  - 2027-2028 On-Call Consultant Contracts Recommendations 15 mins – (Ranes)
  - Drone Delivery – 25 mins (Wright/Guest)
  - Blue Ribbon Commission Report – 25 mins (Stern/Wright/Gelder/Guests)

December 16, 2026 5:00 PM City Council Meeting
Absent:
Land Acknowledgment - Thomas

- Mayor's Report
  - Ray Stevens Recognition – (Wright)
- Consent:
  - 2027-2028 On-Call Consultant Contracts Recommendations 1 min – (Ranes)
- Business:
  - Approval and Adoption of the 2026-2027 Biennial Budget – 5 mins (Booher) - *possible consent agenda*
  - Salary & Wages Resolution – 5 mins (Borders) – *consent if budget moves to consent*
  - Boards & Commissions – 5 mins (Fernandez)
  - Bill Austin Art Proposal – 5 mins (Ozimek)
- Workshop:
  - Sidewalk Tool – 5 mins (Ranes)

January 6, 2027 5:00 PM City Council Meeting
Absent:
Land Acknowledgment - Crowe

- Consent:
  -
- Business:
  -
- Workshop:
  - KCR Update – 10 mins (Ives)
  - Special Event Review - 5 mins (Hasche)

January 13, 2027 5:00 PM City Council Meeting (WORKSHOP)
Absent:
Land Acknowledgment - Eckert

- Workshop:
  - Camping Ordinance Update – 45 mins (Hendrickson)
  - Parking Discussion – 60 mins (Council)

January 20, 2027 5:00 PM City Council Meeting
Absent:
Land Acknowledgment - Fitzpatrick

- Consent:
  -
- Business:
  -
- Workshop:

FUTURE ITEMS:

- ***Workshops:***
  - Fall of 2026: Viking/HWY 305 Corridor/Subarea discussion
  - February 3 – Special Event Review - 10 mins (Hasche)
  - February 10 – Jewel Box Theatre Upcoming Events – 5 mins (John Auckenhusen)

- ***Proclamations***:
  -

- ***Requested By Staff/Mayor***:
  - KEDA Quarterly Updates (Morrison)
  - WWU Kitsap Small Business Development Center (Stern)
  - Special Event Ordinance Update - 20 mins (Ozimek)

- ***Requested By Council***:

CITY COUNCIL MEETING FUTURE AGENDAS (Continued)

- Brief Council on how the speed camera process is working/discussion on using the revenue (Newell)
- Broader discussion about affordability and the City's role with what is going on in Western WA (Newell)
- Raising the B&O Tax Threshold Discussion (Fitzpatrick)
- Affordability Discussion: Letter to US Reps (Taber)
- Downtown Vision - Creative & Entertainment Districts (Eckert & Livdahl)
- Council Communication Workshop (Eckert/Fitzpatrick)