



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

**Contact us:**  
Phone (360) 876-4407  
[cityhall@portorchardwa.gov](mailto:cityhall@portorchardwa.gov)  
[www.portorchardwa.gov](http://www.portorchardwa.gov)

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## City Council Regular Meeting

Tuesday, January 28, 2025  
6:30 PM

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

### Remote Access

Link: <https://us02web.zoom.us/j/84968288831>

Zoom Meeting ID: 849 6828 8831

Zoom Call-In: 1 253 215 8782

To watch the meeting video click [here](#).

### Guiding Principles

Are we raising the bar in all of our actions?

Are we honoring the past, but not living in the past?

Are we building positive connections with our community and outside partners?

Is the decision-making process building a diverse, equitable, and inclusive community?

#### 1. CALL TO ORDER

A. Pledge of Allegiance

#### 2. APPROVAL OF AGENDA

#### 3. CITIZEN COMMENTS

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

#### 4. CONSENT AGENDA

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

A. Approval of Vouchers and Electronic Payments

- B. Approval of Payroll and Direct Deposits
- C. Approval of the December 17, 2024, City Council Regular Meeting Minutes
- D. Excusal of Councilmember Diener for a Personal Obligation

**5. PRESENTATION**

**6. PUBLIC HEARING**

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

**7. BUSINESS ITEMS**

- A. Adoption of a Resolution Confirming Appointment of Tim Drury as Municipal Judge and Authorizing Judicial Employment Agreement (Lund)
- B. Adoption of a Resolution Approving a Contract with TMG Services, Inc. for Well No. 8 Chlorination Equipment (Ryan)
- C. Adoption of a Resolution Approving the Purchase of a Roadside Mower and Tractor for the Equipment Rental and Revolving Fund 500 (Ryan)
- D. Approval of a Collective Bargaining Agreement with the Port Orchard Police Guild for 2025-2027 (Lund)
- E. Approval of Amendment No. 1 to a Commercial Lease Agreement No. 050-24 with Kitsap County and Pontoon 1 Investments, LLC (Archer)
- F. Approval of the December 10, 2024, City Council Regular Meeting Minutes

**8. DISCUSSION ITEMS**

(No Action to be Taken)

- A. Council Choice of RMSA Required Course for 2025 (Lund)

**9. REPORTS OF COUNCIL COMMITTEES**

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

- A. Council Advisory Committees

**10. REPORT OF MAYOR**

**11. REPORT OF DEPARTMENT HEADS**

- A. Paul Powers Park (Ryan)

**12. CITIZEN COMMENTS**

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

**13. GOOD OF THE ORDER**

**14. EXECUTIVE SESSION**

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

## 15. ADJOURNMENT

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### ADA Requirements

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

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

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



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## City Council Minutes

### Regular Meeting of Tuesday, December 17, 2024

Roll Call was taken by the City Clerk as follows:

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

Staff present: Public Works Director Ryan, Finance Director Crocker, DCD Director Bond, City Attorney Archer, HR Manager Lund, City Clerk Wallace, and Deputy City Clerk Floyd.

Audio/Visual was successful.

#### 1. CALL TO ORDER

##### A. Pledge of Allegiance

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

#### 2. APPROVAL OF AGENDA

Moved by Mark Trenary; seconded by Scott Diener to add to the Consent Agenda the approval of Amendment No. 1 to Contract No. 101-21 with The Masters Touch for utility billing printing and mailing services.

Motion Carried: 7 - 0

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

Voting Against: None

Moved by John Morrissey; seconded by Jay Rosapepe to Remove Business Item 7B [Adoption of a Resolution Accepting the Lodging Tax Advisory Committee's Recommendation for the 2025 Funding Allocation] and move to January 14, 2025.

Motion Carried: 7 - 0

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

Voting Against: None

Moved by Fred Chang; seconded by Jay Rosapepe to Remove Consent Agenda 4G [Approval of an Invoice with Kitsap Regional Coordinating Council for the Pre-Approved Accessory Dwelling Unit Program] and move to Business Items.

Motion Carried: 7 - 0

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

Voting Against: None

Moved by Heidi Fenton; seconded by Fred Chang to Remove Consent Agenda 4F [Approval of a Contract with Western Washington University Small Business Development Center (SBDC) for Small Business Development] and move to Business Items .

Motion Carried: 7 - 0

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

Voting Against: None

Moved by Jay Rosapepe; seconded by John Morrissey to Approve the agenda as amended.

Motion Carried: 7 - 0

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

Voting Against: None

### 3. CITIZEN COMMENTS

Greg Krabbe, attending on behalf of McCormick Communities, briefly spoke about the final plat agenda item, affordable housing, and thanked staff for working diligently on this item.

### 4. CONSENT AGENDA

Moved by Jay Rosapepe; seconded by Mark Trenary to Approve the Consent Agenda as amended

Motion Carried: 7 - 0

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

Voting Against: None

- A. Approval of Vouchers and Electronic Payments  
Approval of Voucher Nos. 88534 through 88554 including bank drafts in the amount of \$79,268.72 and EFT's in the amount of \$251,979.56 totaling \$331,248.28.
- B. Approval of Payroll and Direct Deposits  
Approval of Payroll Check Nos. 0 through 0 including bank drafts and EFT's in the amount of \$0 and Direct Deposits in the amount of \$0 totaling \$0.
- C. Adoption of a Resolution Confirming Mayoral Appointments to Boards, Committees and Commissions
- D. Adoption of a Resolution Adopting Personnel Policy Related to Temporarily Overfilling a Position for Purposes of Transitioning Employees
- E. Adoption of a Resolution Declaring Certain Personal Property as Surplus and Authorizing its Disposition Thereof
- F. ~~Approval of a Contract with Western Washington University Small Business Development Center (SBDC) for Small Business Development~~-MOVED TO BUSINESS ITEMS
- G. ~~Approval of an Invoice with Kitsap Regional Coordinating Council for the Pre-Approved Accessory Dwelling Unit Program~~-MOVED TO BUSINESS ITEMS
- H. Authorizing an Agreement with CDW-G to Renew Annual Microsoft Product Licenses
- I. NEW, ADDED DURING MEETING: Approval of Amendment No. 1 to Contract No. 101-21 with The Masters Touch for utility billing printing and mailing services

## 5. PRESENTATION

### A. Foster Pilot Project

Public Works Director Ryan, Thomas Pors, a water law attorney with Thomas H. Pors, and Joe Becker, principal hydrologist with Robinson Noble, spoke about the Foster Pilot Program and provided a presentation which included Background-McCormick Woods and City water supply commitments, Background-Water Rights, How Foster Pilot Mitigation Sequencing Works, Status of City Water Supply and Water Rights Applications, 50-Year Water System Population Forecast, Population Forecast with Annexations, Water Demand Forecast, WaterRight Forecast, Existing and New Wells, Water Right Application History, Hydrogeology Reports and Groundwater Modeling, Mitigation Planning, Port Orchard map of streams, Engineering Legal Financial, and Summary of Steps Needed to Secure Water Rights.

## 6. PUBLIC HEARING

There were no public hearings.

## 7. BUSINESS ITEMS

- A. Adoption of a Resolution Authorizing the Mayor to Execute a Custom Street Lighting Order – Schedule 51 with PSE to provide lighting services for the Bethel Lincoln Mitchell RAB Project

Moved by John Morrissey; seconded by Scott Diener to Adopt of a Resolution authorizing the Mayor to sign a Custom Street Lighting Order – Schedule 51 with Puget Sound Energy, to design and install street lighting for the Bethel, Lincoln, Mitchell, Roundabout Project.

Motion Carried: 7- 0

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

Voting Against: None

- B. Approval of an Amendment to Agreement 043-24 with Krazan and Associates of Washington, Inc for On-call Materials Testing

Moved by Mark Trenary; seconded by Heidi Fenton to Authorize the Mayor to execute Amendment No. 1 to Contract No. 043-24 with Krazan and Associates of Washington, Inc. for On Call Materials Testing.

Motion Carried: 7- 0

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

Voting Against: None

- D. Approval of an Amendment to Agreement No. 029-22 with Consor North America, Inc for the General Sewer Plan Update for the City's Sanitary Sewer System

Moved by Fred Chang; seconded by Mark Trenary to Authorize the Mayor to execute Amendment No. 5 to Contract No. C029-22 with Consor North America, Inc. for the General Sewer Plan Update.

Motion Carried: 7- 0

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

Voting Against: None

- E. Adoption of a Resolution Approving the Final Plat of McCormick West Division 14

Moved by Jay Rosapepe; seconded by Scott Diener to Adopt a resolution, as presented, granting final plat approval for McCormick West, Division 14.

Motion Carried: 7- 0

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

Voting Against: None

F. Approval of an Invoice with Kitsap Regional Coordinating Council for the Pre- Approved Accessory Dwelling Unit Program

Moved by Scott Diener; seconded by Heidi Fenton to Approve payment of an invoice for \$11,500 to the Kitsap Regional Coordinating Council for the Pre-approved Accessory Dwelling Unit Program.

Motion Carried: 7- 0

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

Voting Against: None

G. Approval of a Contract with Western Washington University Small Business Development Center (SBDC) for Small Business Development

Moved by John Morrissey; seconded by Jay Rosapepe to Approve a contract with Western Washington University Small Business Development Center for small business development, as presented.

Motion Carried: 7- 0

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

Voting Against: None

## 8. DISCUSSION ITEMS

There were no discussion items.

## 9. REPORTS OF COUNCIL COMMITTEES

### A. Council Advisory Committees

No reports of Council Committees were held.

## 10. REPORT OF MAYOR

The Mayor reported on the following:

- King tides.
- Public information contract.
- Backpacks for Kids and Suquamish Tribe.
- Read into the record minutes from 50, 75, and 95 years ago.

## 11. REPORT OF DEPARTMENT HEADS

Public Works Director Ryan reported on the Bethel/Mitchell/Lincoln Roundabout, Lippert/Sidney lighting, and Paul Powers Park vandalism.

Finance Director Crocker reported on budget authority for the Krazan amendment approved by Council earlier in the meeting.

DCD Director Bond reported on the Sherman Avenue Stormwater Park project.

City Attorney Archer reported on a City of Sammamish public records case.

HR Manager Lund reported on the Inclusion Commission.

City Clerk Wallace reported on backlog of Council meeting minutes and quarterly reported from Western Washington University Small Business Development Center (SBDC) for Small Business Development.

## 12. CITIZEN COMMENTS

There were no citizen comments.

## 13. GOOD OF THE ORDER

Councilmembers Diener and Rosapepe wished everyone Happy Holidays.

Councilmember Chang spoke about a new restaurant, Royal Tandoor, and also noted the Port Orchard Police Department has their own Facebook page.

Mayor Putaansuu said he will be participating in a ride-a-long with Sergeant Main.

Councilmember Fenton spoke about a tour she took at the high school.

## 14. EXECUTIVE SESSION

There was no executive session.

## 15. ADJOURNMENT

The meeting adjourned at 8:20 p.m. No other action was taken.

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Brandy Wallace, MMC, City Clerk

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Robert Putaansuu, Mayor



**City of Port Orchard**

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

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**Agenda Staff Report**

**Business Items:** Adoption of a Resolution Confirming Appointment of Tim Drury as Municipal Judge and Authorizing Judicial Employment Agreement (Lund)

**Meeting Date:** January 28, 2025

**Prepared By:** Debbie Lund, Human Resources Director, CEBS SPHR SHRM-SCP

**Presenter:** Debbie Lund, CEBS SPHR SHRM-SCP, Human Resources Director

**Summary and Background:** The City established its municipal court pursuant to state law by Ordinance No. 1121 in 1979. Since its formation, the municipal court has been overseen by a municipal judge; the duties and responsibilities of the judge are set out at Port Orchard Municipal Code 2.08.090. Pursuant to Ordinance No. 002-18, the municipal judge is appointed by the Mayor and that appointment is subject to confirmation by the City Council.

Tim Drury has served as the municipal judge since his appointment in 2018. He has served the role effectively and has had a positive impact to the operation of the Court and the larger community. Judge Drury has proposed a reduction in hours for the position from 24 to 20 per week. The City has evaluated this proposal and believes it to be in the best interests of the City.

The Mayor seeks the City Council's confirmation of his re-appointment of Judge Drury for the a new term beginning on February 3, 2025 and ending on December 31, 2028. The Mayor has negotiated an agreement with Judge Drury for his employment as the municipal judge for this term, including prorated compensation commensurate with the pay scale for a Washington State District Court Judge. By this Resolution the Council would confirm Judge Drury for new term with a reduction in weekly hours and authorize the Mayor to execute a Judicial Employment Agreement with Judge Drury for that term.

**Relationship to Comprehensive Plan:** N/A

**Recommendation:** Staff recommends adoption of a Resolution re-appointing Judge Drury and authorizing a new employment contract.

**Motion for Consideration:**

I move to adopt a resolution confirming the Mayor's re-appointment of Tim Drury as the Port Orchard Municipal Court Judge, and authorizing the Mayor to execute a judicial employment agreement.

**Has item been presented to Committee/Work Study? If so, which one:** N/A

**Fiscal Impact:** The proposed new contract provides for an update in wages to equal 50% (to reflect prorated portion of 20 hours a week) of a Washington State District Court Judge as set by an citizen salary commission. This results in a "market adjustment" of 1.82% for Mr. Drury but an overall reduction due to the reduction in hours and salary and benefit savings of \$22,900 a year.

Mr. Drury's paid time off hours are also reduced to reflect the reduction in weekly hours. Language has been added to the contract to address the handling of previous leave balances.

**Alternatives:** Recommend alternative guidance.

**Attachments:**

[Resolution Municipal Court Judge Contract.docx](#)  
[Drury Contract Cxxx-25 Exhibit A redlined.pdf](#)

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, RE-APPOINTING TIM DRURY AS THE MUNICIPAL JUDGE AND AUTHORIZING THE MAYOR TO EXECUTE A JUDICIAL EMPLOYMENT CONTRACT THROUGH DECEMBER 31, 2028.

WHEREAS, since 1979, the City of Port Orchard has operated a municipal court, overseen by the municipal judge; and

WHEREAS, pursuant to Port Orchard Municipal Code 2.08.090, the City's municipal judge shall be appointed by the Mayor and confirmed by the City Council; and

WHEREAS, in 2017, the Mayor appointed and the City Council affirmed Tim Drury as the municipal judge for a term from January 1, 2018 to December 31, 2021; and

WHEREAS, in 2021, Tim Drury was again appointed by the Mayor and confirmed by the City Council as the municipal judge for a term from January 1, 2022 to December 31, 2025; and

WHEREAS, Judge Drury has approached the City with a proposal to reduce his hours from 24 per week to 20 per week; and

WHEREAS, the City finds it in the best interests of the City to agree to this reduction in weekly hours for the Judge; and

WHEREAS, in acknowledgment of his performance in that role and the services he has aptly provided to the City, the Mayor desires to re-appoint Judge Drury for an new four year term as the municipal judge ending on December 31, 2028; and

WHEREAS, the City Council finds it is in the best interests of the residents of Port Orchard to confirm the appointment of Judge Drury as municipal judge; now, therefore;

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

THAT: It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

THAT: The City Council confirms the Mayor's re-appointment of Tim Drury as municipal judge for a term beginning February 3, 2025 and ending December 31, 2028. The Mayor is authorized to execute the Judicial Employment Contract with Tim Drury attached hereto as Exhibit A and incorporated herein by this reference, in a form acceptable to the City Attorney.

THAT: The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 28<sup>th</sup> day of January 2025.

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Robert Putaansuu, Mayor

ATTEST:

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Brandy Wallace, MMC, City Clerk

**CITY OF PORT ORCHARD  
JUDICIAL EMPLOYMENT CONTRACT  
Contract No. ~~007-22XXX-25~~**

THIS JUDICIAL EMPLOYMENT CONTRACT ("Contract"), effective upon mutual execution, is made and entered into by and between the CITY OF PORT ORCHARD, a Washington Municipal Corporation (hereinafter "the City"), and TIM DRURY (hereinafter "Drury"). This Contract establishes the minimum duties and benefits for the position of Municipal Court Judge and is to be construed under the laws of the State of Washington.

WHEREAS, Judge Drury was appointed by the City Council to serve as the City's Municipal Court Judge for a term from January 1, 2018 to December 31, ~~2024~~2025; and

WHEREAS, to meet its statutory court obligations, the City desires to extend the term of employment for Judge Drury and set forth the terms and conditions of said employment in this Agreement; and

WHEREAS, the City and Judge Drury have agreed that it is in the interest of both parties to reduce the number of working hours provided for in this Agreement; and

WHEREAS, the City desires to set compensation for this position proportionate to that of the judicial officers of the Kitsap County District and Superior Court operating in the City; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the parties agree as follows:

1. DUTIES

1.1 Drury shall serve as Municipal Court Judge for the City. ~~He-Drury~~ shall supervise the Court staff and shall make or be responsible for all of the administrative decisions regarding operation of the Court in conformance with the Washington Constitution, the Revised Code of Washington, the Code of Judicial Conduct, the General Rules of the Washington Court Rules, and such other rules as may be prescribed by the Supreme Court of the State of Washington and Washington State Judge's Ethics Advisory Opinions. The Judge is a Presiding Judge within the meaning of General Rule (GR) 29 of the Washington Court Rules.

Administration of court personnel shall be in conformance with City policies, applicable Collective Bargaining Agreement(s), and Washington State Court Rules. Administration of Court financial or budgetary functions shall be in conformance with City policies and standard accounting procedures, BARS and JIS. This Contract acknowledges that the Court is an independent branch of government and that the judicial officer and court employees are bound to act in accordance with the provisions of the Code of Judicial Conduct.

1.2 Drury shall serve as the probable cause judge by telephone or other electronic means on weekends and holidays as required.

1.3 Drury shall serve as the City's abatement officer for purposes of abatement hearings and hearing appeals of abatement orders issued pursuant to Port Orchard Municipal Code Chapter 20.212, 2.08 and 2.82. It is understood and agreed that the City of Port Orchard shall defend, hold harmless, release and discharge Drury from all claims, demands or actions arising from ~~his~~this employment and/or duties as such abatement hearing officer.

1.4 If designated by the chief law enforcement officer of the City, Drury shall serve as administrative hearing examiner and shall conduct hearings as the administrative hearing examiner for purposes of RCW 69.50.505 SEIZURE AND FORFEITURE, as amended. It is understood and agreed that the City of Port Orchard shall defend, hold harmless, release and discharge Drury from all claims, demands or actions arising from ~~his~~this employment and/or duties as such administrative hearing examiner.

## 2. INTERDEPARTMENTAL COOPERATION

2.1 Drury shall endeavor to administer the Court at all times so as to comply with any reasonable request of any other municipal department, to include directives from the City's insurance risk pool, or of the executive and legislative branches of city government, so long as such compliance does not impair the necessary independence of the Court.

2.2 The Court Administrator shall be appointed by Drury and shall serve as an at-will employee. The Court Administrator and all represented court staff are City employees. Their salaries, benefits, shall be established by the City and/or negotiated through the Collective Bargaining Agreement. Drury understands that Court staff adhere to the same applicable personnel policies as other City employees. The Mayor and Drury agree that Drury will participate in the review and amendment of any such policies to ensure that they recognize the unique nature of court employment and Drury's rights and responsibilities with respect to court employees. Drury acknowledges the Court Administrator is an invited member to the City's Management Team and may participate in discussions that are not in conflict with the separation of powers.

2.3 Drury will confer with the Mayor to coordinate administrative activities concerning City procedures, policies and the budget in an effort to retain and ensure consistency and common practices throughout the City. Drury will comply with written directives from the Mayor which apply to financial matters.

## 3. LENGTH OF TERM

Drury shall serve as judge from ~~January 1, 2022~~February 3, 2025 through December 31, ~~2025~~2028. Unless earlier terminated per the terms herein, this Agreement shall automatically expire on December 31, ~~2025~~2028.

## 4. MINIMUM TIME REQUIREMENT

Drury shall be responsible for the administration of the Court, and sit as judge, and hearing

examiner as required, during a five-day work week. A typical work week shall consist of regular court calendars, hearings, and trials. Should these activities, or the administrative demands of the Court, require more than ~~24~~20 hours in any week, Drury shall not be entitled to additional compensation from the City.

## 5. SALARY

Drury shall be paid One Hundred ~~and Fourteen~~Eight Thousand ~~Six Hundred Sixty-Eight~~ Dollars ~~and fifty cents~~ (~~\$114,072.00~~108,668.50) per year, subject to applicable payroll taxes and deductions. On the first full pay period on or after January 1 of each calendar year beginning in ~~2023~~2026, the City shall provide Drury an annual cost of living adjustment in an amount equal to cost of living adjustments as received by the majority of the other City Department Heads. This is an exempt salaried position and Drury shall not be entitled to any other compensation.

## 6. HOLIDAYS

The Court will not be in session during Washington State statutory court holidays nor during holidays as set forth in the Port Orchard Municipal Code (POMC 2.28.040). Drury shall not be entitled to payment for holidays which occur on days Drury is not regularly scheduled to sit as judge, nor shall ~~he~~Drury be credited for Labor and Industries reporting purposes for such holidays (see Section 12).

## 7. PRO-TEM JUDGES

7.1 From time to time the use of pro-tem judges will be necessary in the Court. Should such usage be necessitated by Drury's absence from the Court for personal reasons, the cost of such usage shall be deducted from Drury's salary. Otherwise, payment for such usage shall be made from that sum budgeted for payment for pro-tem services. Drury's absence from the Court shall not be deemed for personal reasons if ~~he~~Drury is exercising vacation leave, sick leave, or civil leave, or if ~~he~~Drury is absent for any job-related reason.

7.2 In the event a pro-tem judge is used because of a conflict of interest on Drury's part, or because of the filing of an affidavit of prejudice, Drury shall not be excused from fulfilling any other administrative or calendar duties as may be necessary during such usage.

7.3 In the event it is determined by an appropriate third-party authority having jurisdiction over Court activities (such as the Commission on Judicial Conduct or the Washington State Supreme Court) that the use of pro-tem judges resulted from the wrongful acts of Drury, then Drury shall be responsible and liable for the costs and expenses incidental to the use of such pro-tem judge(s).

8. LEAVE

~~8.1 Drury will retain leave balances (PTO and sick) accrued but not taken upon the effective date of this Agreement. Once the PTO balance reaches one hundred and eighty (180) hours, The the City shall allocate ~~two~~one -hundred and ~~sixteen~~eighty (216180) hours of paid time off (PTO), per calendar year. This allocated time shall be credited on a prorated in a manner consistent with other part-time non-represented City employees, subject to a new maximum accrual of ~~two~~one hundred and ~~sixteen~~eighty (216180) hours. PTO may be used for any reason including, but not limited to, vacation; sick leave; safe time; jury duty; voting; and personal holidays. Notwithstanding the foregoing accrual rates, Drury will accrue no less than one (1) hour of PTO for every 40 hours worked, in accordance with the Washington Paid Sick Leave Laws ("WPSLL"). If PTO is being used for sick or safe time ("SST") as defined by the WPSLL, employees are entitled to use their PTO in a manner consistent with that law. Sick leave can be used in a manner consistent with City policies. Drury will not accrue additional sick leave.~~ Drury may retain any jury duty pay received. Drury is not eligible for leave payout upon separation from the City.

9. OTHER EMPLOYMENT

Drury may accept other employment, but not as a criminal defense attorney in Kitsap County. Any outside employment may not interfere with ~~his~~the duties as judge as set forth herein. It is acknowledged that Drury is employed by Kitsap County in the capacity of a part-time District Court Commissioner.

10. MEDICAL, DENTAL, and VISION INSURANCE

~~The City shall provide Drury with the same medical, dental and vision coverage provided to fulltime City Department Heads, which coverage is established by the City Council from time to time. In lieu of health care insurance (medical, dental and vision), the City will make a monthly payment of Two Hundred and Fifty Dollars (\$250.00) into Drury's HRA VEBA account.~~

11. LIFE INSURANCE

The City shall provide Drury with the same life insurance policy provided to fulltime City Department Heads.

12. LABOR AND INDUSTRIES REPORTING

For Labor and Industries reporting purposes Drury shall submit daily time records. ~~He~~Drury shall be credited for eight (8) hours for each Monday and Tuesday, ~~four~~two (42) hours for each Wednesday, and ~~two~~one (21) hours for each Thursday and Friday on which ~~he~~Drury performs court related duties, and for leave days as set forth previously herein.

13. WASHINGTON STATE PUBLIC EMPLOYEES RETIREMENT SYSTEM

The position of Municipal Court Judge is an "eligible position" as that term is defined under the

present rules of the Washington State Public Employees Retirement System. Drury shall be subject to PERS during ~~his~~-this employment for so long as the position remains an eligible position as defined under PERS rules.

#### 14. TERMINATION OF EMPLOYMENT AND RESIGNATION OF EMPLOYMENT

The City may terminate Drury's employment as set forth in RCW 3.50.095. Drury may resign ~~his~~-from employment by giving sixty (60) days written notice of intent to resign. If Drury's last day of employment is not at the end of a month, Drury shall receive a pro-rata amount of salary for that portion of the month based on the hours provided for in Section 12 of this Agreement before the effective date of termination or resignation.

#### 15. REPRESENTATIONS

Drury represents and affirms that ~~he~~-Drury is: 1) a citizen of the United States of America; 2) a citizen of the State of Washington; 3) a resident of Kitsap County; and 4) an attorney admitted to practice law before the Courts of record of the State of Washington. Drury shall immediately notify the Mayor if anything changes and a modification to these representations is necessary. Drury acknowledges that the recission of these representations may be grounds for termination.

#### 16. OPPORTUNITY FOR INDEPENDENT REVIEW

Drury represents that ~~he~~-Drury: 1) has had a reasonable time to consider this; 2) has had the opportunity to have this Contract reviewed by ~~his~~-an attorney if ~~he~~-Drury so desired; 3) fully understands the significance and consequences of the Agreement; and 4) has voluntarily signed this Agreement after full reflection and analysis.

#### 17. MISCELLANEOUS PROVISIONS

(a) Construction. This Contract shall be construed and interpreted pursuant to Washington law and any controversy or interpretation hereof shall be by the state courts of Washington with venue in Kitsap County, Washington. The section titles throughout this Contract are for convenience reference only and the words contained in them shall not be held to expand, modify, amplify, or aid in the interpretation, construction, or meaning of this Contract.

(b) Attorney's Fees. In the event of any dispute between the parties arising out of or in connection with this Contract, the substantially prevailing party in any action or proceeding to resolve the same shall be entitled to recover their costs and expenses incurred, including reasonable attorney's fees.

(c) Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

(d) Entire Agreement. This Contract represents the entire agreement between the

parties with respect to the subject matter hereof. All prior negotiations, agreements, representations, warranties or other matters of like or any other nature shall be of no further force or effect and are superseded by this Contract.

(e) Course of Dealing. Notwithstanding any course of dealing to the contrary, this Contract shall not be amended or modified in any manner other than by an instrument in writing, signed by the parties.

(f) Non-Waiver. Waiver of a breach of any provision hereof shall not be deemed to be a waiver of a breach of any other provision or a subsequent breach of the same provision.

(g) Notices. Any notice desired or required to be given hereunder shall be in writing and shall be deemed received three days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at the address set forth below. Such addresses may be changed from time-to-time hereafter upon written notice thereof to the other party.

(h) Severability. In the event that one or more provisions of this Contract shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Contract shall remain in full force and effect and the invalid provisions shall be deemed deleted.

(i) Time of Essence. Time is of the essence with respect to the performance of any provision hereof.

IN WITNESS WHEREOF the parties have set their hand and seal on the date set forth below.

CITY OF PORT ORCHARD

By:

\_\_\_\_\_  
Robert Putaansuu, Mayor  
216 Prospect Street  
Port Orchard, WA 98366

By:

\_\_\_\_\_  
Tim Drury  
PO Box 1836  
Port Orchard, WA 98366

Dated:

\_\_\_\_\_

Dated:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brandy ~~Rinearson~~Wallace, City Clerk

APPROVED AS TO FORM:

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Charlotte A. Archer, City Attorney



**City of Port Orchard**

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

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**Agenda Staff Report**

**Business Items:** Adoption of a Resolution Approving a Contract with TMG Services, Inc. for Well No. 8 Chlorination Equipment (Ryan)

**Meeting Date:** January 28, 2025

**Prepared By:** Sayre Thompson, PW Procurement Specialist

**Presenter:** Denis Ryan, CPWP-M, CPRP, Public Works Director

**Summary and Background:** The City’s Well No. 8 requires the installation of an Onsite Electrolytic Hypochlorite Generation System to safely and efficiently add chlorine to the water system. By this Resolution, the City Council would authorize the Mayor to execute a contract with TMG Services, Inc. for Chlorination Equipment to be installed at Well No. 8 (the “Project”). Staff estimated the total cost of the Project, which involves multiple trades, to be \$90,000.

In accordance with the City’s Procurement Policies (adopted by Resolution No. 073-23, as amended), contracts of this value must be procured either through the small works roster process or minimal competition through the solicitation of three (or more) quotes from qualified vendors. Consistent with these processes, on December 30, 2024, Public Works staff identified qualified vendors by creating a roster from the 2024 MRSC Small Works Rosters in the categories of Pipes and Underground Utility Infrastructure - Water. The department then issued a Request for Proposal (RFP) to three vendors on the roster. Only one proposal was received, from TMG Services, Inc., which quoted a total of \$80,135.00 for equipment, including freight, installation, startup, and training, plus Washington State sales tax, bringing the grand total to \$87,507.42.

On January 3, 2024, the Public Works Department completed the MRSC Mandatory Bidder Responsibility Checklist. After reviewing the proposal and verifying the contractor’s information, Public Works confirmed that TMG Services, Inc. met the necessary requirements to be considered a responsive and qualified bidder for the Project. The Public Works Department has confirmed that the bidding procedures for Public Works have been followed.

**Relationship to Comprehensive Plan:** Chapter 7 - Utilities

**Recommendation:** Staff recommends that the City Council adopt a Resolution, authorizing the Mayor to execute a Contract with TMG Services, Inc. for Chlorination Equipment at Well No. 8 in the amount of \$87,507.42.

**Motion for Consideration:** I move to adopt a Resolution authorizing the Mayor to execute a Contract with TMG Services, Inc for Chlorination Equipment at Well No. 8.

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

**Fiscal Impact:** There is \$95,000 of funding available in the 2025-2026 Budget under GL 411.05.594.34.60 for this expense.

**Alternatives:** Do not authorize and provide alternative guidance.

**Attachments:**

[RESOLUTION - Well 8 OSEC - TMG Services.doc](#)

[CONTRACT - TMG - OSEC Well 8.pdf](#)

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING A CONTRACT WITH TMG SERVICES, INC. FOR CHLORINATION EQUIPMENT FOR WELL NO. 8 AND DOCUMENTING THE PROCUREMENT PROCEDURES.

WHEREAS, the City's water system is chlorinated to ensure disinfection of the groundwater that is pumped into the drinking water distribution system; and

WHEREAS, the City's Well No. 8, a component of the City's water system, requires the installation of an Onsite Electrolytic Hypochlorite Generation System to administer the chlorine efficiently and safely to the water system (the "Project"); and

WHEREAS, staff's estimate for the Project (which involves multiple crafts) was \$90,000, which, under the terms of the City's Procurement Policies (adopted by Resolution No. 073-23, as amended), requires the contract is procured through the use of the small works roster process or minimal competition through the solicitation of three (or more) quotes from qualified vendors; and

WHEREAS, on December 30, 2024, pursuant to RCW 39.04.155 and the City's Procurement Policies), the City's Public Works Department identified qualified vendors for this multiple craft Project by establishing a roster of qualified companies from the 2025 MRSC Small Works Roster for the Underground Utility Infrastructure - Water; and

WHEREAS, on December 30, 2023, and pursuant to the City's Procurement Procedures, the City's Public Works Department issued a Request for Quote (RFQ) to three qualified companies from the selected Roster; and

WHEREAS, the City received one quote from TMG Services, Inc., which included equipment, freight, installation, startup and training, for a total amount of \$87,507.42; and

WHEREAS, on January 3, 2024, the City's Public Works Department completed the MRSC Mandatory Bidder Responsibility Checklist on TMG Services, Inc.; and

WHEREAS, after reviewing the proposal and verifying the contractor's information, Public Works Staff determined TMG Services, Inc. met the requirements and criteria as described in the RFQ and was a responsive and qualified bidder for the project; and

WHEREAS, the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document their consultant selection process as described above for this particular contract by Resolution; now, therefore,

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

THAT: It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

THAT: The City Council authorizes the Mayor to execute a Contract with TMG Services, Inc. for Well No. 8 Chlorination Equipment, as attached hereto as Exhibit A and incorporated herein by this reference.

THAT: The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this

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Robert Putaansuu, Mayor

ATTEST:

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Brandy Wallace, MMC, City Clerk

**Port Orchard Contract #:** [REDACTED]  
Authorized Amount: \$87,507.42  
Date Start: 1/14/2025  
Date End: 06/30/2025

## GOODS AND SERVICES CONTRACT

**THIS AGREEMENT** is entered into by and between the City of Port Orchard, Washington, a municipal corporation (hereinafter “City”) and TMG Services, Inc. organized under the laws of the State of Washington, located and doing business at 3216 E Portland Avenue, Tacoma WA 98404, 253-779-4160, tmginc@tmgservices.net (hereinafter “Vendor”), (collectively, the “Parties”).

### RECITALS:

WHEREAS, the City has determined it needs to obtain certain goods or materials and needs to obtain certain services regarding those goods or materials; and

WHEREAS, the City desires to have the Vendor provide such goods and services pursuant to certain terms and conditions;

**NOW, THEREFORE**, in consideration of the mutual benefits and conditions hereinafter contained, the Parties hereto agree as follows:

### AGREEMENT:

**1. Goods, materials, and/or services to be delivered by Vendor.** The Vendor shall provide the following goods and materials to and/or perform the following the services for the City:

Goods, materials, and/or services to be delivered by Vendor. The vendor shall provide the following goods and materials and perform the following services as described on Exhibits A which are attached hereto and incorporated herein by this reference as if set forth in full. Vendor acknowledges and understands that it is not the City’s exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

**2. Time of Completion.** Upon the effective date of this Agreement, Vendor shall complete the work and provide all goods, materials, and services by 06/30/2025.

**3. Compensation and Method of Payment.** The City shall pay the Vendor for goods and services rendered according to the rates and methods set forth below.

- LUMP SUM.** Compensation for these services set forth in Exhibit A shall be a Lump Sum of \$87,507.42 including applicable Washington State Sales Tax, for the services contemplated in this Agreement.
- TIME AND MATERIALS NOT TO EXCEED.** Compensation for these services shall not exceed \$\_\_\_\_\_ per year, including applicable Washington State Sales Tax, without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit “B.”
- TIME AND MATERIALS.** Compensation for these services shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “B.”
- OTHER** \_\_\_\_\_

All invoices shall be paid by City warrant within thirty (30) days of receipt of a complete invoice. If the City objects to all or any portion of any invoice, it shall so notify the Vendor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the Parties shall immediately make every effort to settle the disputed portion.

**4. Prevailing Wages.** The Vendor shall pay prevailing wages as required by law and shall comply with Chapters 39.12 and 49.28 RCW. Prior to beginning work under this Contract, the Vendor shall submit – on behalf of itself and each and every Sub-Vendor – a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries (See link below.) Following the final acceptance of the work, or termination of this Agreement, whichever occurs last, the Vendor must submit – on behalf of itself and every Sub-Vendor – an “Affidavit of Wages Paid” for final payment. Final payments shall be made in accordance with the requirements of Chapter 39.12 RCW.

Refer to <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/> for Washington State Prevailing Wage rates.

**5. Objection by City.** If the City object to all or any portion of an invoice, it shall notify the Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

A. *Defective or Unauthorized Work.* The City reserved its right to withhold payment from Vendor for any defective or unauthorized goods, materials, or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. “Additional costs” shall mean all reasonable costs, including legal costs and attorneys’ fees, incurred by the City beyond

the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due to become due the Vendor.

B. *Final Payment: Waiver of Claims.* VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME A REQUEST FOR FINAL PAYMENT IS MADE.

**6. Termination.** City may terminate this Agreement at any time if Vendor fails to perform any obligation described in this Agreement. Alternatively, City may terminate this Agreement without cause on at least fourteen (14) days' notice. Upon receipt of the notice, the Vendor shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Vendor's breach, the Vendor shall be paid or reimbursed for all hours worked or for the goods or materials provided up to the termination date, less all payments previously made. The notice may be sent by any method reasonably believed to provide Vendor actual notice in a timely manner.

**7. Changes.** The City may issue a written amendment for any change in the goods, materials, or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that an amendment is necessary, Vendor must submit a written amendment request to the person listed in the Notice section of this Agreement within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the Parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Vendor fails to require an amendment within the time allowed, the Vendor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in Subsections A through E of Section 8 "Claims" below.

The Vendor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and materials and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

**8. Claims.** If the Vendor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this

section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

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

A. *Notice of Claim.* Provide a signed written notice of claim that provides the following information:

1. The date of the Vendor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

B. *Records.* The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. *Vendor's Duty to Complete Protested Work.* In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. *Failure to Protest Constitutes Waiver.* By not protesting as this section

provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

- E. *Failure to Follow Procedures Constitutes Waiver.* By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

**9. Limitation of Actions.** VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

**10. Duration of Agreement; Extensions.** This Agreement shall be in full force and effect for a period commencing 1/14/2025 and ending 06/30/2025 unless sooner terminated under the provisions contained in Section 6 "Termination". Time is of the essence of this Agreement in each and all of its provisions in which performance is required. The City reserves the rights to review the Agreement at regular intervals to assure the quality of services provided by the Vendor. This Agreement may be extended by the City up to two times each of a one-year duration (for a total of two years if both extensions are enacted). Such notice of extension shall be provided by the City to the Vendor prior to contract expiration.

**11. Warranty.** This Agreement is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

**12. Standard of Care.** The Vendor represents and warrants that it, and the Vendor's employees, have the requisite training, skill and experience necessary to provide the services under this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Vendor further warrants that it has or will have a valid Port Orchard business license during the entire time that this Agreement is in effect. Services provided by the Vendor and the Vendor's employees under this Agreement will be performed in a manner

consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

The Vendor and the Vendor's employees shall conduct themselves in a professional manner at all times when on site. The Vendor's employees shall wear clothing and/or a uniform which clearly identifies them as an employee of the Vendor.

The Vendor further represents and warrants that it shall provide proper supervision for any employees utilized to perform the services herein and shall ensure that all employees are properly trained and qualified. The Vendor shall ensure that all workplace safety requirements of state or federal law are strictly observed at all times. The Vendor warrants that all employees have been trained to comply with state and federal standards (including but not limited to standards for handling chemicals, WISHA and OSHA) relevant to the duties to be performed in accordance with the Scope of Work.

**13. Indemnification.** Vendor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Vendor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Vendor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

**14. Insurance.** The Vendor 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 products and materials supplied to the City.

**No Limitation.** Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. *Minimum Scope of Insurance.* Vendor shall obtain insurance of the type described below:

- i. Commercial General Liability ("CGL") insurance shall be written on ISO occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability Insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage. CGL insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate, and a \$2,000,000 products liability aggregate limit. Vendor's CGL 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 Vendor's insurance and shall not contribute with it. The Vendor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- ii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

C. *Verification of Coverage.* Vendor 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 Vendor before goods, materials or supplies will be accepted by the City. Failure on the part of the Vendor to maintain the insurance as required shall constitute a material breach of contract. Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**15. Force Majeure.** Notwithstanding anything to the contrary in this Agreement, any

prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

## **16. Other Provisions.**

A. *Independent Contractor.* Vendor and City agree that Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. As the Vendor is customarily engaged in an independently established trade which encompasses the providing the specific goods, materials, and/or services provided to the City hereunder, no agent, employee, representative or sub-vendor of the Vendor shall be or shall be deemed to be the employee, agent, representative or sub-vendor of the City. In the performance of the work, the Vendor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Vendor, or any employee of the Vendor.

B. *Record Keeping and Reporting.* Vendor shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect and account for all direct and indirect costs of any nature expended, services performed, and funds paid by the City pursuant to this Agreement. These records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

C. *Audits and Inspections.* The records and documents with respect to all matters covered by this Agreement are the property of the City, and shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement and for the aforementioned retention period.

D. *Vendor to Maintain Records to Support Independent Contractor Status.* On the effective date of this Agreement (or shortly thereafter), the Vendor shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Vendor's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Vendor under this Agreement shall not give rise to an employer-employee relationship between the Parties which is subject to RCW Title 51, Industrial Insurance.

E. *Work Performed at Vendor's Own Risk.* The Vendor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-vendors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Vendor's own risk, and the Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Vendor for use in connection with the work.

F. *Discrimination Prohibited.* Vendor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Vendor under this Agreement, on the basis of race, color, height and weight, religion, creed, sex (including pregnancy), sexual orientation (including gender identity), age, national origin, marital status, presence of any sensory, mental or physical disability (including use of a trained dog guide or service animal), honorably discharged veteran or military status, HIV/AIDS and Hepatitis C status, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification. Violation of this Section shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

G. *Assignment and Subcontract.* Vendor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

H. *Media Rights.* Vendor agrees to allow the City to photograph or record Vendor's activities and permits the use of such photographs or recordings or promotional purposes.

I. *Non-appropriation of Funds.* If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Vendor and shall not be obligated to make payments for services or amounts

incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

J. *Applicable Law; Venue; Attorneys' Fees.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue or any legal action to enforce this Agreement shall be exclusively in Kitsap County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

K. *Entire Agreement.* The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

L. *Compliance with Laws.* The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

M. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

N. *Severability.* Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Vendor.

O. *Notices.* Notices to the City of Port Orchard shall be sent to the following address:

City Clerk  
City of Port Orchard  
216 Prospect Street  
Port Orchard, Washington 98366  
[Bwallace@cityofportorchard.us](mailto:Bwallace@cityofportorchard.us)

Notices to the Vendor shall be sent to the following address:

\_\_\_\_\_  
\_\_\_\_\_

**VENDOR:**

BY: Brittany Apodaca  
Project Manager / Inside Sales

Title: \_\_\_\_\_

Date: 1/8/2025

**CITY OF PORT ORCHARD:**

BY: \_\_\_\_\_  
Robert Putaansuu  
Mayor

Date: \_\_\_\_\_

**ATTEST/AUTHENTICATE:**

\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Port Orchard City Attorney's Office



3216 E. Portland Avenue  
Tacoma, WA 98404  
253-779-4160  
tmginc@tmgservices.net

December 30, 2024  
**QUOTATION**

**Pricing Valid through 12/31/2024**

Port Orchard, City of - Water  
Scott Wolf  
1535 Vivian Ct  
Port Orchard, WA 98366

**Onsite Generation System**

- 1 OSEC L On-Site Hypochlorite Generation System Panel (20 PPD)
  - Pre-piped and pre-wired system for wall mounting. Includes the following:
    - (4) 5 PPD Electrolyzer cartridges
    - Manifold rack
    - Dilution water apparatus with manual isolating valve and solenoid valve, flow meter with minimum contact, flow control valve
    - Peristaltic brine pump
    - Static mixer
    - Non return valve at manifold inlet
    - Sample valve
    - Drain valve
    - Level switch to detect filling level of electrolyzer cartridge(s)
    - Sensor to monitor temperature of sodium hypochlorite solution
    - (4) 540W DC power supply units
    - Power supply connection box with main switch
    - Electronic control module with HMI Power supply: 100 - 240 VAC, 50/60 Hz
  
- 1 Snyder 175 Gallon Vertical Solution Tank
  - Dimensions: **29" D x 66" H**
  - Material/Specific Gravity: XLPE Crosslink / 1.9 SG
  - System components for the Hypochlorite tank:
    - Filling and degassing arrangement with hydrogen dilution blower and air flow monitor
    - Pressure Transducer with control cable
    - PVC ball valve as withdrawal unit
    - Includes seismic clips. Does NOT include WA stamp or calcs
  
- 1 Peabody 55 Gallon Brine Tank w/ Cover
  - Dimensions: **24" D x 32.5" H**
  - Level Control Valve
  - Brine Collector
  - Capacity: 440# Salt Capacity
  
- 1 GF Pressure Reducing Valve
- 1 Kinetico Water Softener w/ Parts Group & Check Valve
- 1 ATI Hydrogen Leak Detector
- 1 Evoqua/W&T OSEC L Annual Maintenance Kit
- 1 LaMotte Product Strength Kit
- 1 Two Drum Containment Pallet for Brine Tank and Salt Storage (off floor)

**OSEC PRICE: \$61,620** (Freight, \*Installation, Startup & Training Included)

### **Analyzer**

- 1 Blue White Online Chlorine + pH Analyzer - APFCL
  - Chlorine, pH, and Temperature – Chlorine Range: 0.1-5.0 ppm
  - Assembled Panel with Flowmeter (20" x 36" x 9.5")
  - Built-in Temperature and pH Compensation
  - Highly Accurate, Real-Time Measurement, Display, and Data-Logging
  - 5" Display and Data-Logging Terminal
  - FCL700 Smart Sensor
  - Warranty: 13 Months

**ANALYZER PRICE: \$5,740** (Freight, \*Installation, Startup & Training Included)

### **Metering Pumps**

1 ProMinent Single Pump Floor Skid consisting of the following:

- (1) ProMinent Sigma/1 Motor-Driven Metering Pump
  - Pump Capacity: 6.9 GPH @ 145 PSI
  - Liquid End Materials: PVDF w/ PTFE Seals
  - Hydraulic Connections: ½" MPT
  - Relay: Fault + 4-20mA
  - Control: Manual + Pulse + 4-20mA
- (1) 1/2" Back Pressure Valve, PVC/Viton
- (1) 1/2" Pressure Relief Valve, PVC/Viton
- (1) Pressure Gauge w/ Diaphragm Seal, PVC/PTFE
- (1) Calibration Column, 500mL
- (1) Pulsation Dampener, PVC/PTFE
- (1) Chemical Inlet: 1/2"
- (1) Chemical Outlet: 1/2"
- (1) Lot of SCH 80 PVC Piping, Fittings & True Union Ball Valves
- Dimensions: **30" W x 30" D x 60" H**

**METERING PUMP PRICE: \$12,775** (Freight, \*Installation, Startup & Training Included)

**SUB TOTAL: \$80,135** (Includes Freight, Installation, Startup & Training)

Sales Tax for 98366 @ 9.2%: \$7,372.42

**TOTAL PRICE: \$87,507.42**

### **Notes**

- Requires 100-230V, 1 Phase input power. Other input power can be accommodated at extra cost**
- All labor is quoted at Prevailing Wage.**
- Analyzer requires a sample line of 9-12 GPH at no more than 50 PSI with ample contact time between the injection point and analyzer.**
- TMG can plumb from discharge of pump skid to injection point, if easily accessible. Extra installation charges could apply if not easily accessible.**

### **OSEC INSTALLATION**

-Installation of the On-Site Hypochlorite Generation System includes placing equipment in proposed location. All work to be performed within the confines of the proposed room layout. Limit of piping installation shall be from inlet of water softener through OSEC system components to discharge side of metering pumps. Installation **excludes** any concrete work, drilling penetrations through roof or walls, sub-grade work and drilling of metal pipe for sample/injection point connections. Also, excludes any electrical wiring and/or interconnects. However, TMG will assist electricians in locating wiring landing points if they are on site at time of installation. Contractor to assist TMG personnel in placement of the heavier equipment items.

**Terms & Conditions of Sale:**

- F.O.B.: Port Orchard, WA
- Payment Terms: Net 30 Days – Our terms of payment are 100% payable 30 days after shipment. Since this is an agreement between Buyer and Seller, and Seller has no relationship with the third party owner, this agreement must be independent of any third party action or inaction. Payment will be due as indicated above without a dependency on the buyer being paid by the owner, with no further restriction or impediments, and regardless of any payment arrangement that may exist between contractor and owner.
- This price is in effect until December 31, 2024**
- Customer is responsible for off-loading all merchandise at its point of destination.
- Submittals, if required, will be provided 2-3 weeks after receipt of all technical data at T M G Services.
- Delivery will be made in approx. 12-14 weeks after receipt of order and/or approvals and resolution of all necessary technical data at TMG.
- Quotation prices do not include any sales taxes or any other taxes that may apply.
- This quotation is limited to the products and/or services as listed and excludes any item or service not specifically listed.
- Invoices \$3,000 or more that are paid with a credit card will have a 3% credit card fee added to the invoice.

Thank you,

Jeff Harmon  
Territory Manager



## City of Port Orchard

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

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### Agenda Staff Report

**Business Items:** Adoption of a Resolution Approving the Purchase of a Roadside Mower and Tractor for the Equipment Rental and Revolving Fund 500 (Ryan)

**Meeting Date:** January 28, 2025

**Prepared By:** Sayre Thompson, PW Procurement Specialist

**Presenter:** Denis Ryan, CPWP-M, CPRP, Public Works Director

**Summary and Background:** The City has planned and budgeted for the replacement of a brush cutter in the 2025-2026 biennial budget as part of the Equipment Rental and Revolving (ER&R) replacement program. The replacement of this roadside mower at this time is critical, as the existing unit has been out of service since last fall. In accordance with the City's fleet standardization policies, staff have identified a John Deere mower / tractor as the preferred equipment for purchase.

The City is a participant in an interlocal agreement with the purchasing cooperative Sourcewell (City Contract No. C075-14). Under this agreement and consistent with applicable laws and the City's procurement policies, the Public Works Department has identified Pape Machinery Inc. as the authorized local dealer of John Deere mowers, with equipment available for purchase (consistent with RCW 39.34.030) through Sourcewell Contracts No. 070821 and No. 082923.

Staff have obtained and reviewed all documentation reflecting the procurement process utilized by Sourcewell for these contracts and have confirmed that all WA procurement requirements were met. Additionally, all required documentation related to the procurement has been obtained and retained. Public Works has received a quote from Pape Machinery Inc. for the mower and tractor, totaling \$273,904.80 (inclusive of applicable taxes).

On July 22, 2024, the Public Works Department completed the Interlocal Agreement Purchase Checklist for Pape Machinery Inc. Staff have verified that the quoted price is consistent with the pricing established in the Sourcewell contract and that all statutory procurement requirements have been fulfilled. The equipment specified in the quote is in alignment with the City's fleet standardization policies.

As the total purchase amount exceeds \$35,000, City Council authorization is required in accordance with the City's Procurement Policies. The attached ER&R Purchase Request, including the vendor quote (Exhibits A and B), seeks City Council approval for the purchase of the mower and tractor.

**Relationship to Comprehensive Plan:** N/A

**Recommendation:** Staff recommends approving a Resolution for the purchase of a John Deere Roadside Mower and Tractor.

**Motion for Consideration:** I move to adopt a Resolution authorizing the purchase of a roadside mower and tractor.

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

**Fiscal Impact:** The City has planned and budgeted for the replacement of a brush cutter ERR 1034 in the 2025-2026 biennial budget as part of the ERR replacement program. The replacement of this roadside mower is critical as the existing unit has been out of service since last fall.

**Alternatives:** Do not approve and provide alternative guidance.

**Attachments:**

[RESOLUTION - Mower - Tractor Purchase.doc](#)

[Vendor Quote](#)

[INTERLOCAL CHECKLIST.docx](#)

[JD\\_TractorMower\\_Purchase\\_\\_Request\\_Form.pdf](#)

RESOLUTION NO. \_\_\_\_-25

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,  
APPROVING THE PURCHASE OF ROADSIDE MOWER AND  
TRACTOR AND DOCUMENTING PROCUREMENT PROCEDURES.

WHEREAS, the City's existing roadside mower has been out of service since fall 2024, necessitating the acquisition of a new mower and tractor to provide a necessary public service; and

WHEREAS, the City has an interlocal agreement with purchasing cooperative Sourcewell (City Contract No. C075-14), which allows the City to utilize the contracts procured by Sourcewell for services and purchases, so long as the City confirms the contract complies with all applicable statutory procurement requirements for the purchase or service, per RCW 39.34.030; and

WHEREAS, pursuant to the City's fleet standardization policies, staff identified a mower and tractor manufactured by John Deere as the desired equipment for purchase to meet the City's needs and specifications; and

WHEREAS, consistent with City Contract No. C075-14 and the City's Procurement Procedures Policies, adopted as Resolution No. 073-23, as amended, the City's Public Works Department identified Pape Machinery Inc. as the authorized dealer for the desired equipment, awarded via Sourcewell Contract No. 070821 and No. 082923; and

WHEREAS, Staff reviewed the procurement process utilized by Sourcewell for this contract to confirm the procurement requirements were met, and obtained necessary documentation from Sourcewell and the vendor to confirm statutory and policy procurement requirements were met; and

WHEREAS, on January 6<sup>th</sup>, 2025, the City's Public Works Department completed the Interlocal Agreement Purchase Checklist for the selected vendor and confirmed the quoted price was consistent with Sourcewell Contract No. 070821 and No. 082923; and

WHEREAS, the City's Procurement Policies require City Council authorization for purchasing items costing \$35,000 or more; and

WHEREAS, the vendor quotes are for the purchase of ER&R Equipment in an amount of \$273,904.80 that exceeds the \$35,000 authorization limit; and

WHEREAS, the Port Orchard City Council, at the 2015 recommendation of the State Auditor's Office, wishes to document their selection/procurement process as described herein for this purchase by Resolution; now, therefore,

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

THAT: It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

THAT: The City Council approves the purchase of a mower / tractor from John Deere in the amount of \$273,904.80. The Mayor or his designee is authorized to take all actions necessary to effectuate the purchase consistent with this authorization.

THAT: The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage on this 28<sup>th</sup> day of January 2025.

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Robert Putaansuu, Mayor

ATTEST:

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City Clerk, Brandy Wallace, MMC

**Customer:**

**Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.**

**A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.**

Vendor: Deere & Company

- 2000 John Deere Run  
Cary, NC 27513

- Signature on all LOIs and POs with a signature line

- Contract name or number; or JD Quote ID

- Sold to street address

- Ship to street address (no PO box)

- Bill to contact name and phone number

- Bill to address

- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- Membership number if required by the contract

**For any questions, please contact:**

**Jeremy Weiks**

Pape Machinery, Inc.  
2700 136th Ave Ct E  
Sumner, WA 98390

Tel: 253-863-4436

Fax: 253-863-1523

Email: [jweiks@papemachinery.com](mailto:jweiks@papemachinery.com)

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580  
 UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Pape Machinery, Inc.  
 2700 136th Ave Ct E  
 Sumner, WA 98390  
 253-863-4436  
 agsumner@papemachinery.com

### Quote Summary

**Prepared For:**

Chris Esguerra  
 CITY OF PORT ORCHARD  
 Chris Esguerra  
 216 PROSPECT ST  
 PORT ORCHARD, WA 98366  
 Mobile: 360-900-8095  
 CESGUERRA@PORTORCHARDWA.GOV

**Delivering Dealer:**

**Pape Machinery, Inc.**  
 Jeremy Weiks  
 2700 136th Ave Ct E  
 Sumner, WA 98390  
 Phone: 253-863-4436  
 jweiks@papemachinery.com

**This quote is based on Sourcewell Ag Tractors 082923-DAC . Your purchase order must be made out to John Deere Company, 2000 John Deere Run, Cary, NC 27513 . Purchase order must also indicate Pape' Machinery as the delivering dealer . Reference Sourcewell Ag Tractors contract #110719-JDC and this quote ID number . Your P.O must show that the price includes all contract and non-contract items. Please email documents to jweiks@papemachinery.com**

**Quote ID:** 31844058  
**Created On:** 17 October 2024  
**Last Modified On:** 09 January 2025  
**Expiration Date:** 09 February 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 6M 105 Cab Tractor	\$ 135,620.80 X	1 =	\$ 135,620.80
1 Year Pape Machinery Connected Support Package - Machine Not Purchased With PowerGard	\$ 1,500.00 X	1 =	\$ 1,500.00
JDLink / Ops Center Data Review - 1 Year CSP	\$ 0.00		
JDLink - John Deere Operations Center Setup/Training/Orientation - 1 Year CSP	\$ 0.00		
Machine Health Monitoring, Service ADVISOR Remote, Expert Alerts, and Remote Programming - 1 Year CSP	\$ 0.00		
In-Season Connected Support - 1Year CSP	\$ 0.00		
AMS Software Updates - 1 Year CSP	\$ 0.00		
PowerGard Protection Plan	\$ 7,583.00 X	1 =	\$ 7,583.00

**Contract:** Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)

**Price Effective Date:** June 25, 2024

**Sub Total** **\$ 144,703.80**

**Equipment Total** **\$ 144,703.80**

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580  
 UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Pape Machinery, Inc.  
 2700 136th Ave Ct E  
 Sumner, WA 98390  
 253-863-4436  
 agsumner@papemachinery.com

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 144,703.80
Trade In	
SubTotal	<b>\$ 144,703.80</b>
Sales Tax - (9.30%)	\$ 13,457.45
Total	\$ 158,161.25
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 158,161.25</b>

# Selling Equipment

**Quote Id:** 31844058      **Customer Name:** CITY OF PORT ORCHARD

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580  
 UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Pape Machinery, Inc.  
 2700 136th Ave Ct E  
 Sumner, WA 98390  
 253-863-4436  
 agsumner@papemachinery.com

## JOHN DEERE 6M 105 Cab Tractor

**Hours:**

**Stock Number:**

**Contract:** Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)

**Selling Price \***  
 \$ 135,620.80

**Price Effective Date:** June 25, 2024

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
6011L	6M 105 Cab Tractor	1	\$ 148,161.00	24.00	\$ 35,558.64	\$ 112,602.36	\$ 112,602.36
<b>Standard Options - Per Unit</b>							
183N	JDLink™ Modem – not MachineSync capable	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0606	Recommended Loader Boom	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0660	Less Loader Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0700	Less Loader Equipment	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
874C	Alternator 14 V/250 A	1	\$ 507.00	24.00	\$ 121.68	\$ 385.32	\$ 385.32
878H	Multi-Power Outlet Strip	1	\$ 135.00	24.00	\$ 32.40	\$ 102.60	\$ 102.60
878W	Panorama Glass Roof	1	\$ 1,038.00	24.00	\$ 249.12	\$ 788.88	\$ 788.88
1554	AutoPowr™ Infinitely Variable Transmission (IVT™) - 40 km/h (25mph)	1	\$ 14,642.00	24.00	\$ 3,514.08	\$ 11,127.92	\$ 11,127.92
1757	ISOBUS and Display Ready	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2031	Standard Cab Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2143	Premium Seat	1	\$ 2,384.00	24.00	\$ 572.16	\$ 1,811.84	\$ 1,811.84
2203	Less Cab Suspension	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors - Manual Telescopic	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2665	Standard Radio	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2710	Right Hand Console	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3223	Hydraulic Pump - 114 l/min	1	\$ 2,623.00	24.00	\$ 629.52	\$ 1,993.48	\$ 1,993.48
3319	2 Mechanical SCVs (2 SCVs 200 Series)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00

# Selling Equipment

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 Sumner, WA 98390  
 253-863-4436  
 agsumner@papemachinery.com

3400	No Midstack SCV	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Rear PTO - 540/1000 rpm	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4120	Draft Links with Telescopic Ball End - Category 2	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Center Link with Ball End - Category 2	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Control Blocks	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flange-Type Rear Axle	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5093	2-Position Steel Wheels	1	\$ -799.00	24.00	\$ -191.76	\$ -607.24	\$ -607.24
5237	Rear Wheel Size 480/80R38 - Special Profile	1	\$ 3,713.00	24.00	\$ 891.12	\$ 2,821.88	\$ 2,821.88
5915	Rear and Front Tire Brand - Nokian	1	\$ 250.00	24.00	\$ 60.00	\$ 190.00	\$ 190.00
6045	4WD Front Axle - Unsprung	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6091	2-Position Steel Wheels	1	\$ -799.00	24.00	\$ -191.76	\$ -607.24	\$ -607.24
6237	Front Wheel Size 440/80R24 - Special Profile	1	\$ 2,034.00	24.00	\$ 488.16	\$ 1,545.84	\$ 1,545.84
7717	Shipping Preparation with conservation	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8380	Preparation for Front Auxiliary Drive	1	\$ 930.00	24.00	\$ 223.20	\$ 706.80	\$ 706.80
8725	Beacon Light	1	\$ 324.00	24.00	\$ 77.76	\$ 246.24	\$ 246.24
8728	Footsteps Light	1	\$ 330.00	24.00	\$ 79.20	\$ 250.80	\$ 250.80
8763	Heavy Duty Rear Wheel Brakes	1	\$ 197.00	24.00	\$ 47.28	\$ 149.72	\$ 149.72
8782	Backup Alarm	1	\$ 738.00	24.00	\$ 177.12	\$ 560.88	\$ 560.88
<b>Standard Options Total</b>			<b>\$ 28,247.00</b>		<b>\$ 6,779.28</b>	<b>\$ 21,467.72</b>	<b>\$ 21,467.72</b>
<b>Technology Options/Non-Contract/Open Market</b>							
1900	Less Display	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Technology Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
.	Tire Bio Ballast (Allied Non Contract item)	1	\$ 1,872.00	24.00	\$ 449.28	\$ 1,422.72	\$ 1,422.72
<b>Dealer Attachments Total</b>			<b>\$ 1,872.00</b>		<b>\$ 449.28</b>	<b>\$ 1,422.72</b>	<b>\$ 1,422.72</b>
<b>Value Added Services</b>							

# Selling Equipment

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Pape Machinery, Inc.  
 2700 136th Ave Ct E  
 Sumner, WA 98390  
 253-863-4436  
 agsumner@papemachinery.com

1 Year Pape Machinery Connected Support Package - Machine Not Purchased With PowerGard	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
PowerGard Protection Plan	1	\$ 7,583.00	\$ 7,583.00	\$ 7,583.00
<b>Value Added Services Total</b>		<b>\$ 9,083.00</b>	<b>\$ 9,083.00</b>	<b>\$ 9,083.00</b>
<b>Fees</b>				
Delivery	1	128.00	128.00	128.00
<b>Equipment Fees Total</b>		<b>\$ 128.00</b>	<b>\$ 128.00</b>	<b>\$ 128.00</b>
<b>Total Selling Price</b>		<b>\$ 179,908.00</b>	<b>\$ 42,787.20</b>	<b>\$ 144,703.80</b>

## Extended Warranty Proposal

## PowerGard™ Protection Plan

### Tractors - Utility

Date : January 9, 2025

Machine/Use Information		Plan Description		Price	
Manufacturer	<b>JOHN DEERE</b>	Plan Type:	New	Deductible:	\$ 250
Equipment Type	Tractors - Utility	Coverage:	Comprehensive	Quoted Price	\$ 7,583.00
Model	6M 105	Total Months:	72		
Country	US	Total Hours:	3000	Date Quoted	October 17, 2024
MFWD/Tracks	N				

### Scraper Use

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also pass fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

**PowerGard Protection Proposal Prepared for:**

*I have been offered this extended warranty and*

Customer Name - Please Print

**I ACCEPT** the PowerGard Protection

**I DECLINE** the PowerGard Protection

Customer Signature

*If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.*

**Note :** This is **not** a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

### What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

### What PowerGard Protection is not :

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

**Features/Benefits:**

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large,unexpected repair bills during later years of equipment ownership,in exchange for a smaller protection fee up front.



## JDLink Account Setup Form

**THIS FORM MUST BE TURNED IN TO REGION SALES ADMINISTRATOR AT THE TIME OF SETTLEMENT.**

Territory Manager

CSA

Machine Serial Number

Company/Customer Name

Business Address

Phone

### **JDLink Admin Information**

First Name

Last Name

E-mail Address

**Ask customer if they have an existing MyJohnDeere/JDLink Account**

**Sales Admin Initials**

**MJD/JDLink Username**

### **Opt Out of Active Data Monitoring**

**Terminate the collection or sharing of JDLink data for use in monitoring or diagnosing or providing service solutions.**

**By signing you agree to cancel subscriptions, disengage the data collection modules, and are deactivating your machine permanently.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SALES ADMINISTRATOR MUST SUBMIT COMPLETED FORM WITH SETTLEMENT PAPERWORK.**

# TERMS AND CONDITIONS OF SALE

**TERMS AND CONDITIONS OF SALE:** Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

**1. Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

**2. Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

**3. Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

**4. Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest, Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

**5. Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

**6. Laws Governing.** All orders will be governed by the laws of the State of Oregon.

**7. Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

**8. Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side, Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

**9. Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

**10. Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

**11. Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

**12. Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

**Notice:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:

<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

Quote Id: 31850501

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Prepared For:  
**Chris Esguerra**  
**CITY OF PORT ORCHARD**

Prepared By: **Jeremy Weiks**  
Pape Machinery, Inc.  
2700 136th Ave Ct E  
Sumner, WA 98390  
Tel: 253-863-4436  
Fax: 253-863-1523  
Email: [jweiks@papemachinery.com](mailto:jweiks@papemachinery.com)

---

**Quote Summary**

**Prepared For:**

Chris Esguerra  
 CITY OF PORT ORCHARD  
 Chris Esguerra  
 216 PROSPECT ST  
 PORT ORCHARD, WA 98366  
 Mobile: 360-900-8095  
 CESGUERRA@PORTORCHARDWA.GOV

**Prepared By:**

Jeremy Weiks  
 Pape Machinery, Inc.  
 2700 136th Ave Ct E  
 Sumner, WA 98390  
 Phone: 253-863-4436  
 jweiks@papemachinery.com

This quote is based on Sourcewell Contract  
 # 070821#AGI

**Quote Id:** 31850501  
**Created On:** 18 October 2024  
**Last Modified On:** 09 January 2025  
**Expiration Date:** 09 February 2025

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<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
ALAMO MV-24	\$ 81,800.45 X	1 =	\$ 81,800.45
ALAMO 48" SHD	\$ 21,964.00 X	1 =	\$ 21,964.00
<b>Equipment Total</b>			<b>\$ 103,764.45</b>

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**Quote Summary**

Equipment Total	\$ 103,764.45
SubTotal	\$ 103,764.45
Sales Tax - (9.30%)	\$ 9,650.09
<b>Total</b>	<b>\$ 113,414.54</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 113,414.54</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

Quote Id: 31850501

Customer: CITY OF PORT ORCHARD

## ALAMO MV-24

Hours: 0

Stock Number:

				Selling Price
				\$ 81,800.45
Code	Description	Qty	Unit	Extended
04802415	24' Maverick™ 2 Boom	1	\$ 80,585.00	\$ 80,585.00
<b>Standard Options - Per Unit</b>				
		1	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>				<b>\$ 0.00</b>
<b>Dealer Attachments</b>				
00888990	Mounting Labor and Oil	1	\$ 10,832.00	\$ 10,832.00
00888190	Factory Freight	1	\$ 4,096.00	\$ 4,096.00
<b>Dealer Attachments Total</b>				<b>\$ 14,928.00</b>
<b>Suggested Price</b>				<b>\$ 95,513.00</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -13,712.55</b>	<b>\$ -13,712.55</b>
<b>Total Selling Price</b>				<b>\$ 81,800.45</b>

## ALAMO 48" SHD

Hours: 0

Stock Number:

				Selling Price
				\$ 21,964.00
Code	Description	Qty	Unit	Extended
32122762	Flail-Axe® Brush Cutter with SHD Cuttershaft, 4 oz	1	\$ 25,840.00	\$ 25,840.00
<b>Suggested Price</b>				<b>\$ 25,840.00</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -3,876.00</b>	<b>\$ -3,876.00</b>
<b>Total Selling Price</b>				<b>\$ 21,964.00</b>



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Territory Manager

CSA

Machine Serial Number

Company/Customer Name

Business Address

Phone

### **JDLink Admin Information**

First Name

Last Name

E-mail Address

**Ask customer if they have an existing MyJohnDeere/JDLink Account**

**Sales Admin Initials**

**MJD/JDLink Username**

### **Opt Out of Active Data Monitoring**

**Terminate the collection or sharing of JDLink data for use in monitoring or diagnosing or providing service solutions.**

**By signing you agree to cancel subscriptions, disengage the data collection modules, and are deactivating your machine permanently.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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1. **Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

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9. **Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

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12. **Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

**Notice:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:

<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

CITY OF PORT ORCHARD  
PURCHASES THROUGH INTERLOCAL AGREEMENTS

City Contract No.: 075-14

Interlocal Agreement with the Host Agency (government agency or Purchasing Co-Op name): Sourcewell

Item Description: JOHN DEERE 6M 105 Cab Tractor & 24' Maverick™ 2 Boom

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Do you have an Interlocal agreement signed with the Contract (host) Agency?

If yes, where is it filed: City Clerk

- If no, get a mutually signed Agreement in place before you continue.

State OSP Contract No.#: Sourcewell 082923-DAC & 070821-AGI

If you have an Office of State Procurement (OSP) contract number you may skip the remainder of this test because the OSP contracts comply with remaining requirements and retain the documentation on hand for SAO to review in the OSP offices.

Is this a technology contract?

- If yes, do your own rules allow for technology contracts to be negotiated?  
 If your own rules allow for negotiated IT contracts, you can skip this test.

Is this a services contract?

- If yes, do your own rules allow services to be negotiated?  
 If your own rules allow for negotiated services, you can skip the remainder of the test.

Are you using this as only one of multiple quotes, for a small purchase?

- If yes, you can skip the remainder of the test. Your purchase will not mandate the sealed bid rules.

**Checklist for Required Compliance**

Is the Host agency a public agency <sup>1</sup> ?	Yes	<input type="checkbox"/> No	If Yes, what state laws apply to Host Agency: <u>Minnesota</u>
Does the host agency have a requirement to run a newspaper ad in their local paper and did they comply	Yes	<input type="checkbox"/> No	Federal and State contract rules usually don't require a newspaper ad. For others, attach the ad or place into the file
Did they list on the public agency's website?	Yes	<input type="checkbox"/> No	If Yes, state when and the address, and proof of date, address shall be attached or placed into the file. If No, you cannot use the bid.
Did the bid & award comply with the Host agency's state procurement laws?	Yes	<input type="checkbox"/> No	If Yes, obtain documentation to support answer from Host Agency. If No, you cannot use the bid.

<sup>1</sup> RCW 39.34.020 (1), "public agency" means any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state



# Equipment Rental & Revolving Fund

## Purchase Request Form

RCW 43.19.648 – Requires all local governments to convert their vehicle fleets to electricity or biofuel. Local governments are required to transition all vehicles to electricity or biofuels to the extent practicable. WAC 194-29-030 provides further guidance regarding this issue. If it is not practical for local governments to use electricity or biofuel for police, fire or emergency response vehicles, including utility vehicles frequently used for emergency response, it is encouraged to consider alternate fuels and vehicle technologies to displace gasoline and diesel fuel use.

**Please attach the quote for vehicle / equipment.**

Description of item:							
<b>Tractor w/ mower</b>							
Procurement method:							
<b>Sourcewell Contract # 070821</b>							
Department							
Water	Sewer	Storm	Street	Public Works	DCD	Police	Admin
			✓				
Addition or Replacement							
	Addition to Fleet						
✓	Replacement Vehicle / Equipment being replaced: <b>1034</b>						
Fleet Standardization							
	Requested Vehicle / Equipment follows fleet standardization						
✓	Requested Vehicle / Equipment DOES NOT follow Standardization. List items that are not fleet standard and reason for addition. John Deere 6M 105 Cab Tractor Sourcewell AG Tractors 082923-DAC (PG 1P CG 70) 144,703.80+13457.45(tax)=\$158,161.25						
✓	Requested Vehicle / Equipment does not have a standard						
Cost							
\$ 158,161.25	Fleet standard cost						
\$ 115,743.55	Additional cost for consideration Alamo boom/mower 103,764.45+9650.09(tax)=\$113,414.54						
\$ 273,904.80	TOTAL Decals/radio 2,131.02+197.99(TAX)= \$2329.01						

**STANDARDS FOR VEHICLES**

Police Department Standard Vehicle

<u>Model</u>	<u>Chassis</u>	<u>Drive Train</u>	<u>Color</u>	<u>Graphics</u>	<u>Accessories</u>
Ford	Sedans	Automatic	Black	City Decal	Lights
	SUV	2WD		Vehicle Number	Radios
		4WD			Antennas
		AWD			

Public Works and Planning Standard Truck

<u>Model</u>	<u>Chassis</u>	<u>Cab Size</u>	<u>Drive Train</u>	<u>Color</u>	<u>Graphics</u>	<u>Accessories</u>
Ford	1/2 Ton	Regular	Automatic	White	City Logo	Lights
	3/4 Ton	Extended	2WD		Truck Number	Radios
	1 Ton	Crew Cab	4WD			Antennas
						Tool Boxes

Administration and Planning Standard Vehicle

<u>Type</u>	<u>Chassis</u>	<u>Drive Train</u>	<u>Color</u>	<u>Graphics</u>	<u>Accessories</u>
Electric	Sedans	Automatic	White	City Logo	Lights
Biofuel	SUV	2WD		Vehicle Number	Radios
		4WD			Antennas
		AWD			

Reviewed by Mechanic: Name Eric Evans Digitally signed by Eric Evans  
Date: 2025.01.07 10:56:14 -08'00' Date January 7, 2025

I have reviewed the vehicles / equipment listed above and request approval for purchase.

**Denis Ryan** Digitally signed by Denis Ryan  
Date: 2025.01.07 12:05:12 -08'00'  
Department Director

\_\_\_\_\_  
Date

Approved for purchase by:  
**Gretchen A. Isaksson** Digitally signed by Gretchen A. Isaksson  
Date: 2025.01.07 14:15:45 -08'00'  
ER&R Representative

\_\_\_\_\_  
Date



**City of Port Orchard**

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

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**Agenda Staff Report**

**Business Items:** Approval of a Collective Bargaining Agreement with the Port Orchard Police Guild for 2025-2027 (Lund)

**Meeting Date:** January 28, 2025

**Prepared By:** Debbie Lund, Human Resources Director, CEBS SPHR SHRM-SCP

**Presenter:** Debbie Lund, CEBS SPHR SHRM-SCP, Human Resources Director

**Summary and Background:**

The contracts between the City and the Police Guild representing Patrol Officers and the the Police Guild representing Sergeants expired December 31, 2024. The City and representatives from the Guild have been meeting since October to negotiate a successor agreement. The proposed agreement combines the two current contracts into one collective bargaining agreement and represents an agreement reached between the parties as part of the collective bargaining process.

The Guild has voted and ratified the tentative agreement. Pending council approval, this will mark the earliest signing of a successor agreement with this bargaining group in at least the last 20 years.

The City Council has been briefed on the proposed changes and provided the complete, draft agreement under attorney-client privilege.

**Relationship to Comprehensive Plan:** n/a

**Recommendation:** Staff recommends the City Council authorize the Mayor to sign the 2025-2027 agreement with the Port Orchard Police Guild.

**Motion for Consideration:** I move to authorize the Mayor to sign the 2025-2027 collective bargaining agreement between the City of Port Orchard and the Police Guild.

**Has item been presented to Committee/Work Study? If so, which one:** N/A

**Fiscal Impact:** Provided for in the 2025-2026 budget.

**Alternatives:** Provide alternative guidance.

**Attachments:**



**City of Port Orchard**

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

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**Agenda Staff Report**

**Business Items:** Approval of Amendment No. 1 to a Commercial Lease Agreement No. 050-24 with Kitsap County and Pontoon 1 Investments, LLC (Archer)

**Meeting Date:** January 28, 2025

**Prepared By:** Brandy Wallace, MMC, CPRO, City Clerk

**Presenter:** Charli Archer, City Attorney

**Summary and Background:** The City purchased property located at 730 Prospect Street in 2023, subject to an existing Lease between Kitsap County and the previous owner, Pontoon 1 Investments, LLC of the Premises, with an expiration date of December 31, 2025.

The assumption of the Lease was effectuated upon the closing of the purchase of the property, and occurred concurrently with the purchase.

During the remaining term of the lease and into the future, the City desires to utilize parking for City employees, and Kitsap County agrees to amend the Lease to permit limited use of parking. The change would be retroactive to January 1, 2025 (and the City has been utilizing the spaces, as needed).

**Relationship to Comprehensive Plan:** N/A

**Recommendation:** Staff recommends approval of the amendment, as presented.

**Motion for Consideration:** I move to authorize the Mayor to execute a lease agreement with Kitsap County for additional parking for City employees at the 730 Prospect Building.

**Has item been presented to Committee/Work Study? If so, which one:** N/A

**Fiscal Impact:** There is no cost associated with the use of these parking spaces, at this time.

**Alternatives:** Do not approve and provide further guidance.

**Attachments:**

[KC-541-20-A\\_LeaseAmdmt\\_CLEAN\\_2025-01-22.docx](#)  
[Contract No. 050-24 Lease](#)

## **FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

This First Amendment of Commercial Lease Agreement (“First Amendment”) is entered into by and between the City of Port Orchard, a Washington municipal corporation, as successor in interest to Pontoon 1 Investments, LLC via an Assignment and Assumption Agreement dated May 20, 2024 (“Lessor”), and Kitsap County, a municipal corporation and political subdivision of the State of Washington (“Lessee”), under a Commercial Lease Agreement (“Lease”), dated January 1, 2021, by and between the parties hereto.

### **RECITALS**

- A. Lessor purchased the real property located at 730 Prospect Street, Port Orchard, Washington 98366 (the “Premises”), legally described as set forth on the attached Exhibit A, in 2023, subject to an existing Lease between Lessee and the previous owner of the Premises, with an expiration date of December 31, 2025.
- B. Lessor’s assumption of the Lease was effectuated upon the closing of Lessor’s purchase of the Premises.
- C. Lessor desires to utilize parking on the Premises for City employees, and Tenant agrees to amend the Lease to permit limited use of parking, in accordance with the terms and conditions contained herein.
- D. The Lease is in full force and effect, and the parties intend for the changes set forth herein to take effect on January 1, 2025 (“Lease Amendment Effective Date”).
- E. Except as may be expressly provided otherwise in this First Amendment, capitalized terms in this First Amendment have the meaning given such terms in the Lease.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

- 1. Amendments.
- 1.1 **Section 2. Use of Premises** is amended by adding the following provision to the end of this section:

#### **Section 2.A. Lessor’s Use of Parking.**

The Lessor shall have exclusive rights to utilize six (6) existing, designated parking stalls, currently identified as stalls seven (7) through twelve (12) and depicted on Exhibit B hereto and incorporated herein by this reference. In addition to the existing six (6) stalls, Lessor shall be entitled to add two (2) new stalls on the Premises designated as stalls twenty (20) and twenty-one (21) as depicted on Exhibit B, and shall have exclusive rights to utilize these two stalls. Lessor shall have the non-exclusive rights of ingress and egress over and across the driveway(s) and parking lot to access and utilize the two (2) new and six (6) existing parking stalls.

Lessor shall install signage and make pavement markings to identify these eight (8) stalls as exclusively for City staff use (which requires a City-issued parking permit), to be enforced by City Parking Enforcement Staff consistent with the Port Orchard Municipal Code.

Lessor agrees to identify the remaining spots in the parking lot as designated for “Kitsap County Family Support” for Lessee’s exclusive use.

Lessee shall not be responsible for any loss, damage, or theft of any property left in any authorized vehicles in the City parking stalls, nor shall Lessee be responsible for any loss, damage, or theft of any authorized vehicle in the City parking stalls.

Lessee may revoke the rights afforded to Lessor under this Section 2.A. upon thirty (30) days written notice to the Lessor.

1.2 **Section 19. Indemnity by Lessee** is replaced with the following:

**Section 19. Indemnification**

Each party agrees to defend, indemnify, and hold harmless the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys’ fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this lease. The indemnitor’s duty to defend, indemnify, and hold harmless extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this lease.

2. Lease Recording. Either party may from time to time at its own expense record (a) the Lease and/or any amendment to it or (b) a Memorandum of Lease.

3. Entire Amendment. This First Amendment sets forth the entire agreement of the parties with respect to the subject matter set forth herein and may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors and interests.

4. Acknowledgment. The parties hereto each acknowledge that except as expressly modified by this First Amendment, all the terms and conditions of the Lease remain unchanged and are in full force and effect and enforceable in accordance with their terms. In the event of a conflict between the Lease and this First Amendment, the terms and provisions of this First Amendment control.

[Signatures follow on next page]

**LESSOR:**

CITY OF PORT ORCHARD

By: \_\_\_\_\_  
Robert Putaansuu, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk

**LESSEE:**

KITSAP COUNTY

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

\_\_\_\_\_  
CHRISTINE ROLFES, Chair

\_\_\_\_\_  
ORAN ROOT, Commissioner

\_\_\_\_\_  
KATHERINE T. WALTERS, Commissioner

Date: \_\_\_\_\_

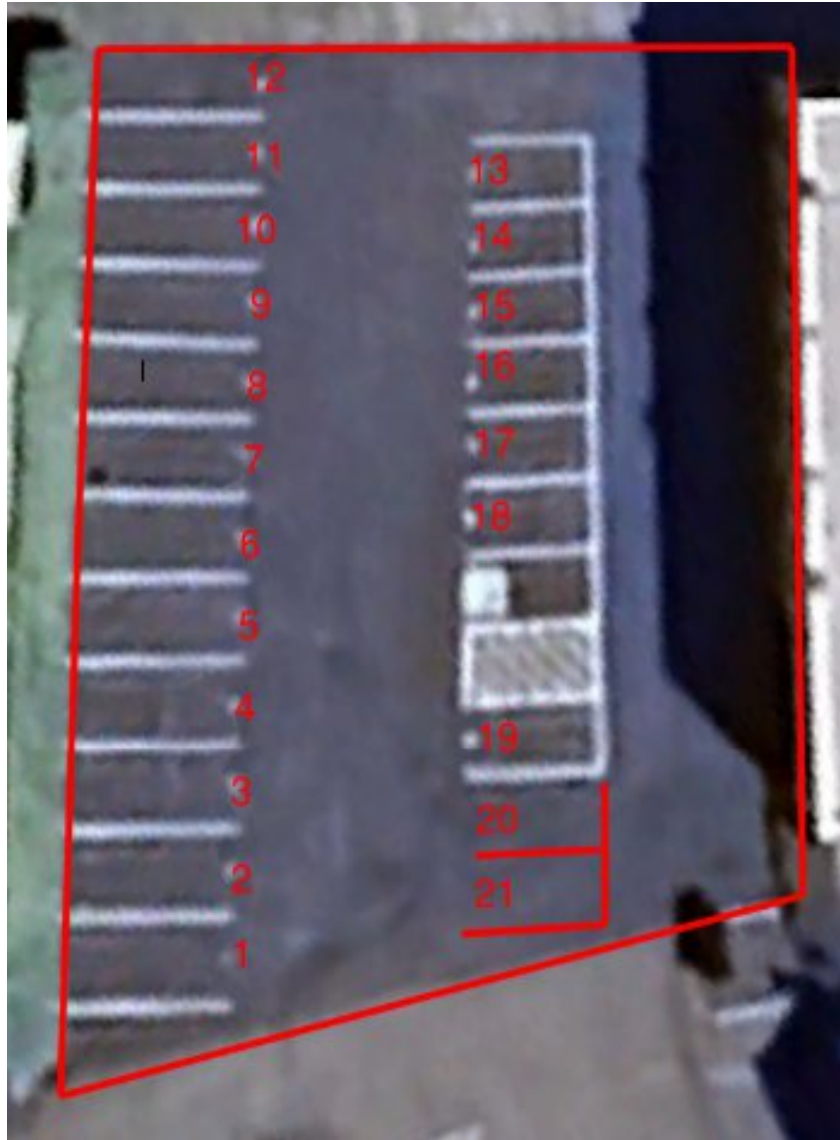
**ATTEST:**

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

## EXHIBIT A

PART OF LOTS 12 AND 13, BLOCK 15, PLAT OF SIDNEY DESCRIBED AS FOLLOWS: BEGINNING 100 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 12, THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 37.98 FEET; THENCE NORTH 23°EAST 98.79 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF LOT 13; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOTS 12 AND 13, A DISTANCE OF 42.77 FEET TO THE NORTHWEST CORNER OF LOT 12; THENCE SOUTH 22 1/2° WEST ALONG THE WESTERLY LINE OF LOT 12, 95.19 FEET; THENCE SOUTH ALONG THE WEST LINE OF LOT 12, TO THE PLACE OF BEGINNING, KITSAP COUNTY, WASHINGTON; ALSO LOT 6, BLOCK 15, S.M. STEVEN'S TOWN PLAT OF SIDNEY, ACCORDING TO PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 1, IN KITSAP COUNTY, WASHINGTON; ALSO THE EASTERLY 10 FEET OF LOT 5, BLOCK 15, S.M. STEVEN'S TOWN PLAT OF SIDNEY AS PER PLAT RECORDED IN VOLUME 1 OF PLATS ON PAGE 1, RECORDS OF KITSAP COUNTY AS MEASURED ALONG THE NORTH LINE THEREOF. ALL SITUATE IN KITSAP COUNTY, WASHINGTON.

**EXHIBIT B**



Inslee, Best, Doezie & Ryder, P.S.  
10900 NE 4th St., Suite 1500  
Bellevue, WA 98004  
Phone: 425-455-1234  
Fax: 425-635-7720

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Assignment and Assumption  
Rev. 7/2020  
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### ASSIGNMENT AND ASSUMPTION AGREEMENT

This has been prepared for submission to your attorney for review and approval prior to signing. No representation is made by licensee as to its sufficiency or tax consequences.

This Assignment and Assumption Agreement (the "Assignment") is made the 30th day of May, 20 24, between Pontoon 1 Investments, LLC, a Washington limited liability company ("Assignor") and the City of Port Orchard, a Washington municipality ("Assignee") who are parties to a Purchase and Sale Agreement with a Reference Date of May 6, 2024 (the "Purchase Agreement") for real property located at or a business opportunity commonly known as 730 Prospect Street, Port Orchard, WA 98366 (the "Property").

- Assigned Property.** Pursuant to the terms of the Purchase Agreement, Assignor grants, assigns, sells, transfers, sets over and delivers to Assignee all of Assignor's right, title and interest in and to the following personal property (collectively the "Assigned Property") and Assignee accepts such assignment:
  - Leases.** Each of the leases of real or personal property identified in Exhibit A to this Assignment;
  - Contracts.** All contracts or agreements of any nature, (including without limitation design contracts, construction contracts, purchase orders, utility contracts, water and sewer service contracts, maintenance contracts, warranties, and soils reports), identified in Exhibit B to this Assignment; and
  - Intangible Property.** All intangible property now or hereafter existing with respect to the Property (including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all rights, claims, causes of action, and warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Assignor's obligations; any name of or telephone numbers for the Property; any related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received), identified in Exhibit C to this Assignment.
- Assumption.** Assignee assumes all of the obligations imposed on the Assignor by the Assigned Property that accrue or arise on or after the Effective Date of this Agreement.
- Indemnification.** Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, occurring by reason of Assignor's breach of any provisions of the leases identified in Exhibit A or contracts or agreements identified in Exhibit B that occurred prior to the Effective Date. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, occurring by reason of Assignee's breach of any provisions of the leased real or personal property identified in Exhibit A or contracts or agreements identified in Exhibit B that occur on or after the Effective Date.
- Effective Date.** The term "Effective Date" as used in this Assignment means: a) in the event the Property consists of real property, the date that the deed conveying title to the Property from Assignor to Assignee is recorded in the official records of the County recorder's office or, b) in the event the Property consists only of a business opportunity, the date on which ownership of the business is legally transferred from Assignor to Assignee.
- Further Assurances.** Assignor and Assignee shall, on the written request of the other party, execute, acknowledge and deliver further documents and assurances and perform further acts that the other party

INITIALS: ASSIGNOR JBR DATE: 5/30/24 ASSIGNEE RP DATE: \_\_\_\_\_  
ASSIGNOR \_\_\_\_\_ DATE: \_\_\_\_\_ ASSIGNEE 01/06/24 DATE: \_\_\_\_\_



**Inslee, Best, Doezie & Ryder, P.S.**  
 10900 NE 4th St., Suite 1500  
 Bellevue, WA 98004  
 Phone: 425-455-1234  
 Fax: 425-635-7720

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**ASSIGNMENT AND ASSUMPTION AGREEMENT  
 (CONTINUED)**

reasonably requests in order to perform all of the obligations of this Assignment.

6. **Counterparts.** This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
7. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment, their successors in interest and assigns.
8. **Governing Law.** This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Washington, and venue of any suit shall be in the county in which the Property is located.
9. **Attorneys' Fees.** If Assignor or Assignee sues to enforce this Assignment or obtain a declaration of either of their rights under this Assignment, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal). In the event of trial, the amount of the attorneys' fees shall be as fixed by the court.

**ASSIGNOR**

Chris E. Riff 5/30/24 \_\_\_\_\_  
 Assignor's Name Date Assignor's Name Date

By: Chris E. Riff \_\_\_\_\_ By: \_\_\_\_\_  
 Authorized Signature/Title Authorized Signature/Title

**ASSIGNEE**

Mayor Rob Putaansu 01/06/24 \_\_\_\_\_  
 Assignee's Name Date Assignee's Name Date

By: VP \_\_\_\_\_ By: \_\_\_\_\_  
Mayor Rob Putaansu (Jun 1, 2024 17:53 PDT)  
 Authorized Signature/Title Authorized Signature/Title

INITIALS: ASSIGNOR CE R DATE: 5/30/24 ASSIGNEE VP DATE: 01/06/24  
Mayor Rob Putaansu (Jun 1, 2024 17:53 PDT)

ASSIGNOR \_\_\_\_\_ DATE: \_\_\_\_\_ ASSIGNEE 01/06/24 DATE: \_\_\_\_\_



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**ASSIGNMENT AND ASSUMPTION AGREEMENT  
(CONTINUED)**

**EXHIBIT A  
(Leases)**

Commercial Lease with Kitsap County (Family Support Division of Prosecutor's Office), with an effective date of January 1, 2021.

INITIALS: ASSIGNOR IBR DATE: 5/31/24 ASSIGNEE RP DATE: \_\_\_\_\_  
ASSIGNOR \_\_\_\_\_ DATE: \_\_\_\_\_ ASSIGNEE 01/06/24 DATE: \_\_\_\_\_



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**ASSIGNMENT AND ASSUMPTION AGREEMENT  
(CONTINUED)**

**EXHIBIT B  
(Contracts)**

TK Elevator Corporation Maintenance Agreement, Customer #71869, Job #US51429.

INITIALS: ASSIGNOR ABR DATE: 5/30/24 ASSIGNEE RP DATE: \_\_\_\_\_  
ASSIGNOR \_\_\_\_\_ DATE: \_\_\_\_\_ ASSIGNEE 06/06/24 DATE: \_\_\_\_\_



Inslee, Best, Doezie & Ryder, P.S.  
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**ASSIGNMENT AND ASSUMPTION AGREEMENT  
(CONTINUED)**

**EXHIBIT C  
(Intangible Property)**

All permits, licenses, certificates of occupancy, use and operating permits and licenses, and all other licenses and permits, approvals, and certificates obtained or held in connection with the ownership or use of the Property; and the non-exclusive right to use all trademarks, trade names, and similar items obtained or held in connection with the use or ownership of the Property. All transferable warranties, guarantees, and rights to indemnification.

INITIALS: ASSIGNOR MBR DATE: 5/30/24 ASSIGNNEE RP DATE: \_\_\_\_\_  
ASSIGNOR \_\_\_\_\_ DATE: \_\_\_\_\_ ASSIGNNEE 01/06/24 DATE: \_\_\_\_\_



COMMERCIAL LEASE

SUMMARY OF TERMS:

1. **Parties:** Lessor: PONTOON 1 INVESTMENTS, LLC  
Lessee: KITSAP COUNTY- Family Support Division of  
Prosecutor's Office
2. **Lease Term:** Five Year Lease (January 1, 2021 through December 31, 2025)
3. **Monthly Base Rent:** \$7,825.00 per month in 2021 <sup>8900</sup>  
\$7,900.00 per month in 2022 <sup>✓ 90800</sup>  
\$7,975.00 per month in 2023 <sup>95700</sup>

24- 95700-  
25- 95700

**THIS LEASE**, effective as of the 1<sup>st</sup> day of **JANUARY, 2021**, is between **PONTOON 1 INVESTMENTS, LLC**, herein called "Lessor", and **KITSAP COUNTY**, specifically for the **FAMILY SUPPORT DIVISION** of the **KITSAP COUNTY PROSECUTOR'S OFFICE**, herein called "Lessee".

Lessor commenced leasing the real property (hereinafter also called "Leasehold Premises" or "Premises"), hereinafter more specifically identified, located at 730 Prospect Street, Port Orchard, Washington 98366, on October 1, 1995. From that date to the present Lessee has continuously been renting the Premises.

The present lease runs from January 1, 2021 through December 31, 2025. The parties have agreed Lessee shall continue leasing the Premises pursuant to the detailed provisions of this Agreement as hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals and the promises and covenants of the parties hereinafter set forth, they agree as follows:

1. **Leasehold Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, upon the terms and conditions herein set forth, the real property situated in Kitsap County, Washington, legally described as follows:

The legal description of the Premises is set forth on the attached "**EXHIBIT A**", which by this reference is incorporated herein and made a part hereof.

2. **Use of Premises.** The Premises shall be used for the conduct of the **FAMILY SUPPORT / PATERNITY** work of the Kitsap County Prosecutor's Office, general Kitsap

County Prosecutor Office activities and meetings, and activities incident thereto, and for no other purpose, without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

Lessee shall not allow undue noise or vibration and shall comply with all governmental rules, orders, regulations, and/or requirements, relating to the use and occupancy of the Premises.

**3.A. Term.** This lease shall commence on **JANUARY 1, 2021** and end on **December 31, 2025**. No other individuals or entities shall be entitled to occupy the Premises for the conduct of a business except for Lessee and its employees. At the conclusion of this lease, Lessee shall peacefully vacate the Leasehold Premises without prior notice of any kind or nature being required from Lessor to Lessee.

**3.B. Early Lease Termination.**

(1) **By Lessee.** Lessee, in Lessee's sole discretion, shall have the right to terminate this Lease by first providing Lessor six (6) months advance written notice stating that Lessee intends to terminate the lease as of the date set forth in the notice, which termination date must be on the last day of a month at least six (6) months in the future from the date the termination notice is tendered.

**4. Rent.** Lessee agrees to pay Lessor, at Lessor's address set forth herein, or at such other place as Lessor may designate in writing from time to time, monthly rent, due in advance on the first day of each month as follows:

**4.A. Rent in 2021.** Commencing January 1, 2021, and running through December 31, 2021, monthly rent in the sum of **\$7,825.00** shall be due and owing from Lessee to Lessor.

**4.B. Rent in 2022.** Commencing January 1, 2022, and running through December 31, 2022, monthly rent in the sum of **\$7,900.00** shall be due and owing from Lessee to Lessor.

**4.C. Rent in 2023, 2024, and 2025.** Commencing January 1, 2023, and running through December 31, 2025, monthly rent in the sum of **\$7,975.00** shall be due and owing from Lessee to Lessor.

**5. Late Payment Provision.** If Lessee shall ever tender a rental payment more than fifteen (15) days from its due date, then and in any such event, in addition to the rental amount due and owing, an additional late charge in the sum of ten percent (10.00%) of the missed payment shall be due and immediately payable.



6. **Quiet Enjoyment.** Lessor covenants and agrees that Lessee, upon performance of all Lessee's obligations under this lease, shall lawfully and quietly hold, occupy, and enjoy the Premises during the term of this lease, without disturbance by Lessor or by any person claiming under Lessor, subject to the other terms and provisions of this lease, and subject to all mortgages, underlying leases and other underlying matters of record to which this lease is or may become subject to and subordinate.

7. **Acceptance of Premises.** Lessee has been in possession of the Premises for approximately the past twenty (20) years and agrees they are in good and tenantable condition, and acceptable in their present condition to Lessee.

8. **Utilities.** Lessee shall, at Lessee's expense, provide all utilities and other services to the Premises required by Lessee including, but not limited to, electricity, water, sewer, heating, air conditioning, telephone and janitorial service.

Payment of the said utility expenses shall be handled as follows. Lessor shall pay the actual cost of the utility services provided to the Premises, to wit, electricity, water, sewer, heating and air conditioning, on a monthly basis as they come due. Lessee shall then reimburse Lessor for the actual cost of these utility services paid by Lessor, by paying to Lessor the sum of **\$950.00** each month, which amount shall be due on the first day of each month, and which amount is included in Lessee's monthly rent payment to Lessor as established in section 4. hereof, entitled "Rent".

Lessor shall provide Lessee with a yearly audit of the actual cost of all utility service expenses paid by Lessor regarding the Premises, which audit shall include receipts for all utility payments made during that year.

If a yearly audit shows Lessee's payments to Lessor for these services have been less than the actual cost thereof, then Lessee shall promptly issue to Lessor payment for the amount of the deficit. Conversely, if a yearly audit discloses the County's payments to Lessor for these expenses have exceeded their actual cost, then a credit shall be provided from Lessor to Lessee for the difference between the actual expense amount and \$950.00, and applied to the subsequent quarter(s) throughout the next year, and shall, following the yearly audit, which shall be delivered to the County by January 20 of the next year, be cumulatively credited to Lessee and deducted from the monthly rent due for the month of February in the next year.

After the conclusion of each year, the parties shall review the actual utility costs for that year, and if appropriate, amend the actual base monthly utility payment made from Lessee to Lessor in the future as factored into the monthly rent payment, to more accurately reflect the actual monthly utility expenses incurred.

The parties agree their obligation to account for, pay, and reimburse the actual cost of utility services, shall be extended beyond the term of this lease for such time as is reasonably necessary to conduct the final adjustment for utility costs paid by Lessor.

All said utility bills to be paid by Lessor, shall be directly mailed by each utility provider to Lessor in c/o Mr. L. William Rill at 1490 East Mason Lake Drive West, Grapeview, WA 98546.

**9. Maintenance by Lessor & Lessee.** Lessor shall maintain in good condition, the Premises' roof, elevator, foundation, exterior walls, plumbing, HVAC, electrical system, asphalt parking area, and sump pump in the basement of the Premises, but shall not be called upon to make any improvements, maintenance or repair of any kind to the interior of the Premises, unless the improvements, maintenance, or repairs to the interior of the Premises are needed as a result damages caused by failure of the Premises' roof, elevator, foundation, exterior walls, plumbing, HVAC, electrical system, asphalt parking area, or sump pump, in which case Lessor shall be obligated to make the required improvements, maintenance, and/or repairs. Lessor shall not be obligated to repair or replace any fixtures or equipment installed by Lessee, and Lessor shall not be obligated to make any repair or replacement occasioned by any act or omission of Lessee, its employees, agents, invitees or licensees. Lessee shall be obligated to maintain in good working order, and to keep in continuous effect, maintenance/monitoring contracts, and pay the yearly contract maintenance and/or monitoring fees, for the Premises' security system (presently an ADT system).

**10. Alterations, Repairs and Maintenance by Lessee.** Lessee shall make no changes, improvements or alterations to the Premises without first receiving the prior written consent of Lessor. All such changes, improvements, alterations and repairs, if any, made by Lessee shall remain on the Premises and shall become the property of Lessor upon the expiration or sooner termination of this lease, except however, appliances paid for by Lessee shall remain the property of Lessee.

Lessee shall keep the Premises in a neat, clean, and sanitary condition, and shall maintain the Premises and all items therein installed by Lessee in good condition and repair, except only for reasonable wear and tear. Without limiting the generality of the foregoing, Lessee shall timely repair as appropriate, any glass, windows, carpeting, and doors, that may become cracked, broken, or fall into disrepair; provided however, the Lessor shall replace, as appropriate, any windows whose seals fail. Lessee, however, shall not be called upon to make any capital improvements to the Premises. Lessee shall also be responsible for any interior painting desired by it.

All interior Premises' upkeep, maintenance, and repairs, except as otherwise explicitly stated in this lease, shall be at Lessee's sole expense. Lessor, however, shall be responsible for exterior landscaping and maintenance.

**11. Taxes.** Lessor shall pay, before the same become delinquent, all taxes and special assessments levied against the Premises. Lessee shall pay, before the same become delinquent, all taxes assessed against Lessee's furniture, fixtures, equipment and other property in the Premises.

**12. Lessor's Access to Premises.** Lessor may inspect the Premises at all reasonable times, and enter the same for the purpose of cleaning, repairing, altering, improving, or exhibiting the same, but nothing herein shall be construed as imposing any obligation on Lessor to perform any such work. When Lessee becomes aware of any repair or maintenance issues concerning the Premises that are Lessor's responsibility, it shall so notify Lessor of the nature thereof as soon as reasonably possible.

**13. Liability Insurance.** Lessee shall, at Lessee's expense, maintain public liability and property damage insurance, insuring against any and all claims for injury to or death of persons, and loss of or damage to property, occurring upon, in, or about the Premises, and Lessee shall hold Lessor harmless from any and all such damage claims and/or injury claims, and other claims of every kind and nature arising as a result of Lessee's tenancy and/or use of the Leasehold Premises. Lessor presently maintains appropriate liability and property damage insurance. Upon request, Lessor shall be provided with a copy of Lessee's insurance policy.

**14. Lessee's Fire Insurance.** Lessee shall, at Lessee's expense, maintain on all of Lessee's personal property, leasehold improvements and alterations on the Premises, a policy of standard fire insurance, with extended coverage, in the amount of their replacement value. All proceeds of such insurance shall be applied to the restoration of fixtures, improvements, and alterations, to the extent provided in this lease hereinafter; any proceeds of such insurance remaining after such restoration shall belong to Lessee.

**15. Lessor's Fire Insurance.** Lessor shall, at Lessor's expense, maintain on the Premises a policy of standard fire insurance, with extended coverage, in the amount of its replacement value. All proceeds of any such insurance shall be payable to the Lessor, and shall be applied to the restoration of the Premises to the extent provided hereinafter; any proceeds of such insurance remaining after such restoration shall belong to Lessor.

**16. Assignment and Subletting.** Neither this lease nor any right hereunder may be assigned, transferred, encumbered or sublet, in whole or in part, by Lessee, by operation of law or otherwise, without Lessor's express prior written consent, which consent shall not be unreasonably withheld. Lessor may assign its interest in this lease.

**17. Damage or Destruction.** If the Premises are damaged or destroyed by fire or any cause other than any act or omission of Lessee, its employees, agents, invitees or licensees, Lessor shall restore the Premises, except for such fixtures, improvements and alterations as are installed by Lessee, as nearly as practicable to their condition immediately prior to such damage or destruction. Lessee, at Lessee's expense, shall so restore all such fixtures, improvements and alterations installed by Lessee. Lessor, at Lessee's expense, shall so restore the Premises with respect to all damages caused by any act or omission of Lessee, its employees, agents, invitees or licensees; and Lessee agrees to reimburse Lessor upon demand for all expenses of every kind and nature, from time to time, for such restoration. The obligations to restore provided in this paragraph shall be subject to Lessor's and Lessee's termination rights provided hereinafter. Any restoration shall be promptly commenced and diligently prosecuted. Lessor shall not be liable in any fashion to Lessee for any consequential damages incurred by Lessee by reason of any such damage or destruction.

Notwithstanding any of the foregoing provisions of this section, in the event the Premises shall be destroyed or damaged to such an extent that Lessor deems it not economically feasible to restore the same, then Lessor may terminate this lease as of the date of the damage or destruction by giving Lessee written notice to that effect. In the event the Premises shall be destroyed or damaged to such an extent that the same cannot be used for the conduct of the business stated herein for a period exceeding ninety (90) days, then either party may terminate this lease as of the date of the damage or destruction by giving the other notice to that effect not later than twenty (20) days after the occurrence of said damage or destruction; provided, however, Lessee shall have no such right to terminate this lease if such damage or destruction is caused by any act or omission of Lessee, its employees, agents, invitees or licensees.

If Lessor undertakes to restore the Premises, as provided in this section 17., then commencing with the date of the damage or destruction, and continuing through the period of restoration, the rent for the Premises shall be abated for such period in the same proportion as the untenable portion of the Premises bears to the whole thereof, except that there shall be no abatement to the extent any such damage or destruction was caused by any act or omission of Lessee, its employees, agents, invitees, or licensees.

**18. Liens.** Lessee shall not suffer or permit any liens to be filed against the Premises, or any part thereof, or the Lessee's leasehold interest, by reason of work, labor, services or materials performed or supplied to Lessee, or anyone holding the Premises, or any part thereof, under Lessee. If any such lien is filed against the Premises or Lessee's leasehold interest, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same.



**19. Indemnity by Lessee.** Lessee agrees Lessor shall not be liable for any claims for death or injury to any person, or damage to or destruction of any property, sustained by Lessee, or by any other person on or about the Premises, including, without limiting the generality of the foregoing, any claims caused by or arising from the condition or maintenance of any part of the Premises, unless such damage is caused in whole or in part by the negligence of Lessor, in which case Lessor and Lessee shall be liable according to the comparative negligence laws of Washington State. Provided, however, and notwithstanding anything to the contrary herein, because Lessee is in possession of the Premises, if Lessee becomes aware of, or should have become reasonably aware of, any dangerous or potentially dangerous situation or condition on or about the Premises which Lessor is responsible to remedy according to the terms of this lease, before Lessor shall be liable for any such injury or damage caused by any such situation or condition, Lessee must first have notified Lessor in writing of the dangerous situation and/or condition, and Lessor must first have been provided with a reasonable time to remedy the same.

**20. Default / Remedies.** If any of Lessee's payment obligations hereunder shall be and remain unpaid when the same shall have become due, or if Lessee shall violate or default in any of the substantive obligations placed upon it in this lease, then Lessor may cancel this lease upon providing any notices required by law to Lessee, and thereafter re-enter the Premises, but notwithstanding such re-entry by Lessor, the liability of Lessee for the rent provided and other of its payment obligations hereunder, shall not be extinguished for the balance of the term of this lease, and Lessee covenants and agrees to pay Lessor any deficiency arising from a reasonable re-entry and re-letting of the Premises at a lesser rental to a new third-party tenant than agreed to in this lease. Lessee shall pay such deficiency each month as the amount thereof is ascertained by Lessor.

If this lease shall be terminated, as herein provided, Lessor may immediately, or at any time thereafter, re-enter the Premises and remove any and all persons and property therefrom by any suitable proceeding at law or otherwise, without liability therefore, and without such re-entry diminishing Lessee's obligation to pay rent as herein provided.

Lessor shall apply the proceeds of any re-letting first to the payment of such reasonable expenses as Lessor may have incurred in recovering possession of the Premises and removing persons and property therefrom, and in putting the same into good order or condition or preparing or altering the same for re-letting, and all other expenses incurred by Lessor by re-letting the Premises, and then to Lessee's obligation to pay rent.

Any such re-letting may be for the remainder of the term of this lease or for a longer or shorter period. In any such case, and whether or not the Premises, or any part thereof, be re-let, Lessee shall pay to Lessor the rent and all other charges required to be paid by Lessee up to the time of such termination of this lease; and thereafter, Lessee agrees to pay the equivalent of the amount of all rent reserved herein, and all other charges required to be paid by

Lessee, less the net proceeds of re-letting, if any, and the same shall be due and payable by Lessee monthly as the amount thereof is ascertained by Lessor, and Lessor may bring an action therefore as such monthly deficiencies arise. In any of the circumstances hereinbefore mentioned, Lessor shall have the option, instead of holding Lessee liable for the amount of all the rent and all other charges required to be paid by Lessee, less the net proceeds of re-letting, if any, forthwith to recover from Lessee an aggregate sum representing, at the time of such termination of this lease, the then present worth of the excess, if any, of the aggregate of the rent, and all other charges payable by Lessee hereunder that would have accrued until the end of the lease term, over the aggregate rental value of the Premises during such term.

21. **Trade Fixtures.** Lessee may install on the Premises such equipment as is customarily used in the type of business conducted by Lessee on the Premises. Upon the expiration or sooner termination of this lease, Lessee shall, at Lessee's expense, remove from the Premises all such equipment and all other property of Lessee, and repair any damage to the Premises occasioned by the removal thereof. Any property left in the Premises after the expiration or sooner termination of this lease shall be deemed to have been abandoned by Lessee and become the property of Lessor to dispose of as Lessor deems expedient, without accounting to Lessee therefore.

22. **Condemnation.** If all of the Premises are taken by any public authority under the power of eminent domain, this lease shall terminate as of the date possession is taken by said public authority pursuant to such condemnation.

If any part of the Premises is so taken and, in the opinion of either Lessor or Lessee, it is not economically feasible to continue this lease in effect, either party may terminate this lease. Such termination by either party shall be made by notice to the other, given no later than thirty (30) days after possession is so taken, the termination to be effective as of the later of thirty (30) days after said notice, or the date possession is so taken.

If part of the Premises are so taken, and neither Lessor nor Lessee elects to terminate this lease, or until termination is effective, as the case may be, the rental shall be abated in the same proportion as the portion of the Premises so taken bears to the whole of the Premises; and Lessor shall make such repairs or alterations, if any, as are required to render the remainder of the Premises tenantable.

All damages awarded for the taking or damaging of all or any part of the Premises shall belong to and be the property of Lessor, and Lessee hereby assigns to Lessor any and all claims to such award; but nothing herein contained shall be construed as precluding Lessee from asserting any claim Lessee may have against such public authority for disruption or relocation of Lessee's business on the Premises.

**23. Notices.** All notices, demands and requests to be given by either party to the other shall be in writing. All notices, demands and requests by Lessor to Lessee shall be sent by United States registered or certified mail, postage prepaid, addressed to Lessee at

Kitsap County Prosecutor  
c/o Family Support / Paternity Division  
614 Division Street, MS 35-B  
Port Orchard, WA 98366-7148

or at such other place as Lessee may from time to time designate by notice to Lessor. All notices, demands and requests by Lessee to Lessor shall be sent by United States registered or certified mail, postage prepaid, addressed to Lessor at

Pontoon 1 Investments, LLC  
L. William Rill, Manager  
1490 East Mason Lake Drive West  
Grapeview, WA 98546

or at such other place as Lessor may from time to time designate by notice to Lessee. Notice, demands, and requests served upon Lessor or Lessee, as provided in this section, in the manner aforesaid, shall be deemed sufficiently served or given for all purposes hereunder two business days after the time such notice, demand or request is mailed in any post office in Kitsap County, Washington.

**24. Performance of Covenants.** If Lessee shall fail to make any payment, or perform any of Lessee's obligations under this lease, Lessor may, without notice to or demand upon Lessee, and without waiving or releasing Lessee from any obligations of Lessee under this lease, make said payment or perform said obligation in such manner and to such extent as Lessor deems desirable. All sums so paid by Lessor, and all necessary costs and expenses in connection with the performance of any such obligation by Lessor, together with interest thereon at the rate of twelve per cent (12%) per annum, compounded monthly from the date of the making of such expenditure by Lessor, shall be deemed additional rent hereunder, and shall be payable to Lessor on demand.

**25. Surrender of Premises.** Subject to Lessor's obligations pursuant to this lease regarding maintenance of the leasehold Premises, Lessee, at the expiration or sooner termination of this lease, shall quit and surrender the Premises in good, neat, clean and sanitary condition, except for reasonable wear and tear.

**26. Holdover.** If Lessee lawfully holds over after the expiration of the term of this lease, such tenancy shall be a month-to-month tenancy. During such tenancy, Lessee agrees

to pay Lessor the same rental as provided herein, and to be bound by all of the terms, covenants and conditions herein specified.

27. **Force Majeure.** Lessor's failure to perform any of its obligations under this lease shall be excused if due to causes beyond the control and without the fault or negligence of Lessor, including but not restricted to acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

28. **Miscellaneous.**

(a) **Nonwaiver.** No failure of Lessor to insist upon the strict performance of any provision of this lease shall be construed as depriving Lessor of the right to insist on strict performance of such provision, or any other provision in the future. No waiver by Lessor of any provision of this lease shall be deemed to have been made unless expressed in writing and signed by Lessor. No acceptance of rent or of any other payment by Lessor from Lessee after any default by Lessee shall constitute a waiver of any such default or any other default. Consent of Lessor in any one instance shall not dispense with necessity of consent by Lessor in any other instance.

(b) **Attorney's Fee.** If, by reason of any default on the part of either Lessor or Lessee, it becomes necessary for the other party to employ an attorney, or if an action be commenced by either party to enforce any of the provisions of this lease, the nondefaulting or prevailing party shall, in addition to its other remedies, be entitled to recover from the other party a reasonable attorney's fee and all costs and expenses expended or incurred in connection with such default or action.

(c) **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(d) **Partial Invalidity.** If any term or provision of this lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and enforced as written to the fullest extent of the law.

(e) **Governing Law:** This lease shall be governed by the laws of the State of Washington.

(f) **Entire Agreement:** This document contains the entire and integrated agreement of the parties and may not be modified except in writing, signed and acknowledged by all parties.

(g) **Lessor's Agreement:** Except in the case of assignment or subletting, Lessor shall not unreasonably withhold its consent where such consent is expressly provided for in this lease.

(h) **Interpretation:** This lease has been submitted to the scrutiny of all parties hereto, and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto, or its counsel.

(i) **Remedies Cumulative:** The specified remedies of which Lessor may resort under the terms of this lease are cumulative, and are not intended to be exclusive of any other remedies or means of redress to which Lessor may lawfully be entitled in case of any breach or threatened breach by Lessee of any provision of this lease. In addition to the other remedies in this lease provided, Lessor shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions or provisions of this lease.

(j) **Number; Gender; Permissive Versus Mandatory Usage:** Where the context permits, references to the singular shall include the plural, and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option or privilege and shall impose no obligation upon the party which may exercise such option or privilege; use of the word "shall" shall denote a duty or an obligation.

(k) **Lease Year:** As used herein, the term "lease year" shall mean a 12 month period commencing on the date the term of this lease commences, and each 12 month period commencing on each anniversary thereof.

(l) **Time:** Time is of the essence to this lease.

(m) **Conflict of Provisions:** In case of conflict, the more specific provisions of this lease shall control.

(n) **Binding Effect:** Subject to the provisions of Section 15 hereof, this Lease shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.

LESSOR:  
PONTOON 1 INVESTMENTS, LLC

*L. William Rill*  
L. William Rill, Manager

Signing Date: 11/24/2020

LESSEE:  
KITSAP COUNTY

by: *Charlotte Garrido*  
CHARLOTTE GARRIDO, Chair

by: *E. E. Wolfe*  
EDWARD E. WOLFE, Commissioner

by: *Robert Gelder*  
ROBERT GELDER, Commissioner

ATTEST:  
*Dana Daniels*  
DANA DANIELS  
Clerk of the Board

Signing Date: 12-14-2020



COMMERCIAL LEASE RE: 730 PROSPECT STREET /RILL  
TO FAMILY SUPPORT DIVISION OF KITSAP COUNTY

Page 12 of 12

EXHIBIT A

PART OF LOTS 12 AND 13, BLOCK 15, PLAT OF SIDNEY DESCRIBED AS FOLLOWS: BEGINNING 100 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 12, THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 37.98 FEET; THENCE NORTH 23°EAST 98.79 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF LOT 13; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOTS 12 AND 13, A DISTANCE OF 42.77 FEET TO THE NORTHWEST CORNER OF LOT 12; THENCE SOUTH 22 1/2° WEST ALONG THE WESTERLY LINE OF LOT 12, 95.19 FEET; THENCE SOUTH ALONG THE WEST LINE OF LOT 12, TO THE PLACE OF BEGINNING, KITSAP COUNTY, WASHINGTON; ALSO LOT 6, BLOCK 15, S.M. STEVEN'S TOWN PLAT OF SIDNEY, ACCORDING TO PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 1, IN KITSAP COUNTY, WASHINGTON; ALSO THE EASTERLY 10 FEET OF LOT 5, BLOCK 15, S.M. STEVEN'S TOWN PLAT OF SIDNEY AS PER PLAT RECORDED IN VOLUME 1 OF PLATS ON PAGE 1, RECORDS OF KITSAP COUNTY AS MEASURED ALONG THE NORTH LINE THEREOF. ALL SITUATE IN KITSAP COUNTY, WASHINGTON.



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

Contact us:  
Phone (360) 876-4407  
[cityhall@portorchardwa.gov](mailto:cityhall@portorchardwa.gov)  
[www.portorchardwa.gov](http://www.portorchardwa.gov)

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## City Council Minutes Regular Meeting of Tuesday, December 10, 2024

Roll Call was taken by the City Clerk as follows:

Present: John Morrissey, Councilmember, Position At-Large  
Heidi Fenton, Councilmember, Position No. 5  
Robert Putaansuu, Mayor  
Eric Worden, Councilmember, Position No. 4, present via Zoom  
Fred Chang, Mayor Pro-Tempore, Position No. 6  
Jay Rosapepe, Councilmember, Position No. 2  
Mark Trenary, Councilmember, Position No. 1

Absent: Scott Diener, Councilmember, Position No. 3

Staff present: Public Works Director Ryan, Community Development Director Bond, Principal Planner Fisk, Police Chief Brown, City Attorney Archer, City Clerk Wallace and Deputy City Clerk Floyd.

Audio/Visual was successful.

### 1. CALL TO ORDER

#### A. Pledge of Allegiance

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

### 2. APPROVAL OF AGENDA

Moved by Fred Chang; seconded by Heidi Fenton to Remove Consent Agenda Items 4D [Approval of a Contract with Serotonin for Communication Consultant] and 4G [Approval of a Contract with Kitsap Economic Development Alliance (KEDA) for Economic Development Services] and move them to Business Items.

Motion Carried: 6 – 0

Voting For: Fred Chang, Mark Trenary, Jay Rosapepe, Eric Worden, Heidi Fenton, John Morrissey

Voting Against: None

Moved by John Morrissey; seconded by Jay Rosapepe to Approve the agenda as amended.

Motion Carried: 6 - 0

Voting For: Fred Chang, Mark Trenary, Jay Rosapepe, Eric Worden, Heidi Fenton, John Morrissey

Voting Against: None

3. CITIZEN COMMENTS

Kelly May voiced her concerns with the fluoridation of the City's water.

Georgia Sardella voiced her concerns with a large dead tree leaning over power lines on Old Clifton/Our Place Road.

4. CONSENT AGENDA

Moved by Jay Rosapepe; seconded by Mark Trenary to Approve the Consent Agenda as amended.

Motion Carried: 6 - 0

Voting For: Fred Chang, Mark Trenary, Jay Rosapepe, Eric Worden, Heidi Fenton, John Morrissey

Voting Against: None

A. Approval of Vouchers and Electronic Payments

Approval of Voucher Nos. 88463 through 88501 and 88508 through 88533 including bank drafts in the amount of \$393,783.48, and EFT's in the amount of \$2,925,475.25, totaling \$3,319,258.73.

B. Approval of Payroll and Direct Deposits

Approval of Payroll Check Nos. 88502 through 88507 including bank drafts and EFT's in the amount of \$281,150.88, and Direct Deposits in the amount of \$279,207.56, totaling \$560,358.44.

C. Approval of Contract Amendment No. 2 to Contract No.004-23 with Kitsap County Prosecuting Attorney for Prosecution of Municipal Criminal Complaints and Civil Infractions

~~D. Approval of a Contract with Serotonin for Communication Consultant~~

E. Approval of a Contract with Gordon Thomas Honeywell-Governmental Affairs (GTH-GA) for Lobbying Services

G. Approval of a Contract with LaCross & Murphy, PLLC for Public Defense Services Approval of a Contract with Kitsap Economic Development Alliance (KEDA) for Economic Development Services

~~H. Approval of a Contract with Kitsap Humane Society for Animal Control Services~~

I. Approval of the October 22, 2024, City Council Meeting Minutes

J. Excusal of Councilmember Diener for Business Obligation

5. PRESENTATION

There were no presentations.

6. PUBLIC HEARING

There were no public hearings.

7. BUSINESS ITEMS

A. Adoption of an Ordinance Adopting the 2024 Comprehensive Plan Periodic Update

Moved by Mark Trenary; seconded by Jay Rosapepe to Adopt an ordinance adopting the City of Port Orchard 2024 Comprehensive Plan, as presented.

Motion Carried: 6- 0

Voting For: Fred Chang, Mark Trenary, Jay Rosapepe, Eric Worden, Heidi Fenton, John Morrissey

Voting Against: None

B. Adoption of a Resolution Adopting the 2025 City Council Meeting Schedule

Moved by John Morrissey; seconded by Jay Rosapepe to Adopt a resolution, adopting the 2025 City Council meeting schedule, as presented.

Motion Carried: 6- 0

Voting For: Fred Chang, Mark Trenary, Jay Rosapepe, Eric Worden, Heidi Fenton, John Morrissey

Voting Against: None

C. Approval of Amendment No. 9 to Contract C054-18 with RH2 Engineering, Inc. for the Marina Pump Station Rebuild Project

Moved by Jay Rosapepe; seconded by Heidi Fenton to Authorize the Mayor to execute Amendment No. 9 to Contract No. C0054-18 with RH2 Engineering, Inc. for the Marina Pump Station Rebuild Project.

Motion Carried: 6- 0

Voting For: Fred Chang, Mark Trenary, Jay Rosapepe, Eric Worden, Heidi Fenton, John Morrissey

Voting Against: None

D. Approval of the November 12, 2024, City Council Meeting Minutes

Moved by John Morrissey; seconded by Jay Rosapepe to Approve the November 12, 2024, City Council Meeting Minutes.

Motion Carried: 5- 0

Voting For: Fred Chang, Jay Rosapepe, Eric Worden, Heidi Fenton, John Morrissey

Voting Against: None

Abstaining: Mark Trenary

E. Approval of a Contract with Serotonin for Communication Consultant

Moved by Mark Trenary; seconded by Jay Rosapepe to Approve a contract with Serotonin, LLC for Public Relations, Marketing and Communications Consultant.

Motion Carried: 6- 0

Voting For: Fred Chang, Mark Trenary, Jay Rosapepe, Eric Worden, Heidi Fenton, John Morrissey

Voting Against: None

F. Approval of a Contract with Kitsap Economic Development Alliance (KEDA) for Economic Development Services

Moved by Fred Chang; seconded by Heidi Fenton to Approve the contract and authorize the Mayor to execute an agreement for economic development services with Kitsap Economic Development Alliance (KEDA) for the period of January 1, 2025, through December 31, 2026, as presented.

Motion Carried: 6- 0

Voting For: Fred Chang, Mark Trenary, Jay Rosapepe, Eric Worden, Heidi Fenton, John Morrissey

Voting Against: None

8. DISCUSSION ITEMS

There were no discussion items.

9. REPORTS OF COUNCIL COMMITTEES

A. Council Advisory Committees

Councilmember Morrissey reported on the December 9, 2024, Economic Development and Tourism Committee meeting. He also reported on the Lodging Tax Committee's lodging tax recommendations and noted they will be on the next Council meeting agenda.

10. REPORT OF MAYOR

The Mayor reported on the following:

- December 7, 2024, Holiday on the Bay event.

Councilmember Morrissey also spoke about the event, noting it was a great turnout for the public and City staff.

11. REPORT OF DEPARTMENT HEADS

Public Works Director Ryan reported on the 660 reservoir and Well No. 11.

Mayor Putaansuu gave an update on the City Hall Renovations Project.

Community Development Director Bond reported the Land Use Committee is scheduled to meet January 15, 2025, and thanked Council and staff for their work on the comprehensive plan.

City Attorney Archer explained she may be bringing policy input to Council in January regarding potential changes to the Public Records Act.

Police Chief Brown thanked Council for their feedback regarding the Holiday on the Bay event and briefly spoke to hiring and employment in the police department.

12. CITIZEN COMMENTS

There were no citizen comments.

13. GOOD OF THE ORDER

Councilmember Chang wondered if the City could ask POBSA [Port Orchard Bay Street Association], to coordinate Christmas events with the other local municipalities.

Councilmember Fenton voiced her appreciation for the Holiday on the Bay event and also spoke about trying to remove fluoridation from the City's water system.

14. EXECUTIVE SESSION

There was no executive session.

15. ADJOURNMENT

The meeting adjourned at 7:21 p.m.

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Brandy Wallace, MMC, City Clerk

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Robert Putaansuu, Mayor



**City of Port Orchard**

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

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**Agenda Staff Report**

**Discussion Items:** Council Choice of RMSA Required Course for 2025 (Lund)

**Meeting Date:** January 28, 2025

**Prepared By:** Debbie Lund, Human Resources Director, CEBS SPHR SHRM-SCP

**Presenter:** Debbie Lund, CEBS SPHR SHRM-SCP, Human Resources Director

**Summary and Background:** The City maintains liability coverage through the Association of Washington Cities Risk Management Service Agency (RMSA). As part of the coverage, RMSA has standards for the members. One of the standards is that all employees with direct reports, elected officials, and all department heads complete at least one AWC RMSA approved training course per year on an employment practices topic.

RMSA has provided a list of approved course offerings. The list is attached.

Annually, council is asked to choose one course for all councilmembers to take. Once chosen, Human Resources will assign the class utilizing the online classroom provided by RMSA. The course is pre-recorded, and must be completed by each councilmember in 2025. The deadline will be set as July 31st.

For the council's information, the managers group has chosen to complete the new course on the list, "A Supervisors Guild to Eliminating Employment Claim Risk" for 2025. History of previously chosen classes is provided on the attached list.

Individuals can meet this requirement by attending training at certain AWC offered events as well. Historically however, the council has chosen one topic for all members to take online in the same year.

**Relationship to Comprehensive Plan:** N/A

**Recommendation:** N/A. This decision can be made by consensus.

**Motion for Consideration:** N/A. This decision can be made by consensus.

**Has item been presented to Committee/Work Study? If so, which one:** N/A

**Fiscal Impact:** If there is an employment claim against an elected official (or staff supervisor) and that person has not taken the required annual one hour class, a \$1,000 deductible will be applied.

**Alternatives:** Do not select a topic for 2025 and provide alternative guidance.

**Attachments:**

[RMSA Employment Practices Possible Courses for 2025 for council.pdf](#)

**RMSA Catalog of Possible Courses**  
**to Satisfy Supervisor and Council Employment Standards**  
**Training Requirement**  
1/6/2025

**Anti Harassment in the Workplace**

(Assigned to all new employees) (Council chosen topic for 2024)

Harassment in the workplace is a serious issue that requires a thorough understanding to promote awareness and ultimately prevention. Improper behavior in the workplace may have significant consequences for those involved, for yourself as an employee, and your employer. Recognizing the various types of harassment will help you to identify potential warning signs and take the necessary steps to report harassment. *1 hour, Liked by 1863 users.*

**A Supervisors Guide to Eliminating Employment Claim Risk**

(New in 2025) (Managers chose this topic for 2025)

This course will focus on three common employment claim types: discrimination, harassment and retaliation. Supervisors play an absolutely critical role in minimizing liability for these kinds of claims by understanding how these claims arise and engaging in good supervisory practices. Although this recording is from September 27, 2022, the content is still current. *1 hour 25 minutes*

**Discipline and Termination**

(Completed in 2019 by Council & Managers) (Managers chosen topic for 2024)

In every organization, employees are let go for various reasons. The decision to discipline or even terminate an employee is not one that should be taken lightly, and there is a right and wrong way to approach the situation. In this course, learners will explore ways to appropriately address issues before termination is necessary, be able to terminate employees confidently if

discipline fails, and for employees to understand the need for a disciplinary process and the rules and expectations that inform them. *1 hour, liked by 68 users*

**Sexual Harassment for Managers**

(Some took in 2013)

Sexual harassment in the workplace can happen to anyone, male or female, regardless of sexual orientation. Recognizing what sexual harassment is a leader, both the subtle cues as well as the overt advances, will help you to identify potential warning signs and take the necessary steps to prevent sexual harassment. There are a number of preventive measures that can be employed as well as recommendations of what to do if you or one of your employees have been or are the victim of sexual harassment. *2 hours, liked by 303 users*

**Sexual Harassment in the Workplace**

Improper behavior in the workplace may have significant consequences both for yourself and your employer. If you are a victim of sexual harassment, this may create a hostile work environment which takes a toll on your career, your personal life, and your health. Recognizing what sexual harassment is, both the subtle cues as well as the overt advances, will help you to identify potential warning signs and take the necessary steps to report sexual harassment. *1 hour, liked by 4685 users*

**Workplace Bullying**

(Completed in 2023 by Managers and City Council)

When we think of bullying, we immediately associate it with the school yard, certainly not something we face as an adult.

Unfortunately, bullying in the workplace occurs more often than you think. In fact, there are various forms of bullying, from overt forms to those which are quite passive. Workplace bullying may have significant consequences for those involved, for yourself as an employee as well as your employer. A thorough understanding of workplace bullying will help promote awareness and ultimately prevention.

*1 hour, liked by 752 users*

## CITY COUNCIL ADVISORY COMMITTEE MEETING DATES

STANDING COMMITTEE	Date & Time	Location
Economic Development and Tourism	February 10, 2025; 9:30am	Remote Access
Utilities	February 11, 2025; 5:00pm	Remote Access
Finance	February 18, 2025; 4:00pm	Remote Access
Transportation	January 28, 2025; 4:30pm	Remote Access
Land Use	February 19, 2025; 4:30pm	Remote Access
Lodging Tax Advisory	TBD, 2025	Remote Access
Sewer Advisory	February 11, 2025, 3:00pm	WSUD
Outside Agency Committees	Varies	Varies

\*Dates subject to change

### MAYOR

Robert (Rob) Putaansuu  
Mayor  
Administrative Official

### CITY COUNCIL

Scott Diener  
Councilmember Position 3  
(Mayor Pro-Tempore)  
Land Use Committee  
Transportation Committee, Chair  
Kitsap Public Health District

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

Jay Rosapepe  
Councilmember Position 2  
Utilities/Sewer Advisory Committee, Chair  
Land Use Committee, Chair  
KEDA-alt

John Morrissey  
Councilmember Position At-Large  
Finance Committee  
E/D & Tourism Committee  
Lodging Tax, Chair  
Kitsap Economic Development Alliance  
PSRC EDD-alt

Eric Worden  
Councilmember Position 4  
Land Use Committee  
Utilities/Sewer Advisory Committee  
KRCC-alt

Heidi Fenton  
Councilmember Position 5  
Utilities/Sewer Advisory Committee  
E/D & Tourism Committee  
Transportation Committee

Fred Chang  
Councilmember Position 6  
E/D & Tourism Committee  
Finance Committee

### DEPARTMENT DIRECTORS

Tim Drury  
Municipal Court Judge

Debbie Lund, CEBS SPHR SHRM-SCP  
Human Resources Director

Noah Crocker, M.B.A.  
Finance Director

Brandy Wallace, MMC, CPRO  
City Clerk

Matt Brown  
Police Chief

Nicholas Bond, AICP  
Community Development Director

Denis Ryan, CPWP-M, CPRP  
Public Works Director





