1. CALL TO ORDER AND ROLL CALL

Mayor Pro-Tem Cindy Lucarelli called the meeting to order at 7:00 p.m. Councilmembers Bek Ashby, Jeff Cartwright, Fred Chang, Jerry Childs, John Clauson, and Rob Putaansuu were present and constituted a quorum. City Clerk Rinearson, Police Chief Marti, Public Works Director Dorsey, City Treasurer Martin, Deputy City Clerk Fernandez, and City Attorney Jacoby were also present.

Absent: Mayor Tim Matthes

A. Pledge of Allegiance

Al Mahaney led the audience and Council in the Pledge of Allegiance.

2. CITIZENS COMMENT

Al Mahaney gave an update on his search for a carnival to be a part of the Fourth of July celebration on the waterfront. He also reported that Fathoms O’ Fun will have a pageant for their new royalty members Saturday night at 5pm at the Christian Life Center.

Glenna Bailey said her home was invaded and robbed and there is no way to inform the public of what happened. There was no mention of a home invasion in the newspaper and she wants to know how to let people know this happened.

Brian Petro spoke against the City having a flag policy and said to sell it to whomever wants one. He also said Fathoms O’ Fun needs Funtastics to do a carnival in Port Orchard. If we can get them back, we need to support them whole-heartedly.

Susan Stadshaug, Mustangs on the Water Festival, asked that the Council consider including her event on Resolution No. 057-09.

Gary Anderson, Chamber of Commerce Government Affairs Committee, said the committee interested in how the City plans to improve its economic base. The committee hopes the Chamber will have a seat at the table during this process.

3. APPROVAL OF AGENDA

Councilmember Putaansuu MOVED and Councilmember Clauson seconded the motion approving the Agenda as published. Upon vote, the motion passed unanimously.
4. APPROVAL OF CONSENT AGENDA
   A. Approval of Check Nos. 61356 through 61416 totaling $58,152.74
   B. Approval of Public Event Applications
      - Port Orchard Farmers Market
      - Seagull Calling and Wings Cook-off Festival
      - Pirate’s Rendezvous Craft & Vendor Show
   C. Approval of Amendment No. 2 to Contract No. 030-09, with Sound Law Center, LLC
      for Hearing Examiner Services

Councilmember Clauson MOVED and Councilmember Putaansuu seconded the motion approving the Consent Agenda. *Upon vote, the motion passed unanimously.*

5. PRESENTATION

A. Proclamation – Rotary 109th Birthday

Mayor Pro-Tem Lucarelli read the Rotary 109th Birthday proclamation into the record and presented the proclamation to Susan Veach, Rotary President of the morning Port Orchard club, who thanked the Council for their continued support.

6. PUBLIC HEARING

No public hearings were held.

7. BUSINESS ITEMS

A. Approval of Contract No. 012-14, Authorizing the Mayor to Execute an Interlocal Cooperative Agreement with West Sound Utility District for Facility Management and Operation Services of the Joint Wastewater Treatment Facility

Treasurer Martin presented the staff report, noting the purpose of this Interlocal Agreement between West Sound Utility District and City of Port Orchard for Wastewater Treatment Facilities Management and Operations is to formalize new terms and conditions for the continuing partnership between the City and District relative to ownership, management, and operation of the South Kitsap Water Reclamation Facility (SKWRF). The terms and conditions of the January 31, 1983, agreement were extended until March 1, 2014, to accommodate input between the City and District.

This agreement fosters cooperation between the two entities, addresses governance issues, insurance, assets, and liabilities identified during talks between the parties. Under the direction of the Utility Committee Chairman city staff sought an agreement that benefited city utility ratepayers, was cost effective, and provided a review of the terms and conditions
after the first 5 years and each subsequent 5-year periods to determine if any amendments or modifications are need.

The Sewer Advisory Committee met on January 15, 2014 to discuss the new agreement, and subsequently the council discussed the Agreement at its January Work Study Session. West Sound Utility District Commissioners Jim Hart and Jerry Lundberg along with General Manager Michael Wilson attended the February 11, 2014, Council meeting and discussed with members the importance of the agreement, provided information, and answered questions.

West Sound Utility District commissioners met in a special meeting on February 12, 2014, and signed the Interlocal Cooperative Agreement as it was presented on February 11, 2014. Four original signature copies were provided to the City for the Mayor’s signature.

Councilmember Clauson thought the City was going to modify the agreement based on the discussion at Work Study. The ownership issue is still included in this document. He will not vote for this.

Councilmember Putaansuu said the counterproposals was submitted to West Sound Utility District, and they did not agree to that position. They presented a letter to the City Council at the February 11, 2014, Council meeting and asked the City to agree to the terms of the agreement that is presented tonight.

Councilmember Ashby said they provided historic documents regarding the treatment plant. In Exhibit E, there is a letter dated March 9, 1983 signed by Larry Curles. That letter expressly states under Item 2 that the marina pump station and the force main are not joint facilities. Item 3 states the construction and installation are joint facility cost, but the operation and maintenance of the pump station and force main are the City's responsibility. The Kennedy/Jenks Consultants document regarding the evaluation of the marina pump station states in the second paragraph “The marina pump station is a wastewater station located on the shoreline of the Sinclair Inlet in the City of Port Orchard, just off Bay Street as shown in Figure 1-1. All wastewater collected by the City is directed to the Marina Pump Station. From the Marina Pump Station, wastewater is pumped through a force main to the headworks of the JWWTF. The marina pump station was constructed in 1984 in conjunction with the construction of the JWWTF. However, the marina pump station is wholly owned and operated by the City of Port Orchard and is not part of the JWWTF.” Councilmember Ashby said there was also other documentation in three separate occasions that stated the JWWTF is jointly owned by the City of Port Orchard and the Kitsap County Sewer District No. 5, each having a 50% ownership. In the original agreement signed by the Council, it expressly states, “Neither the District or the City shall have an interest in the local facilities of the other and each party shall be solely responsible for the management operation and expense of its local facilities. The management, operation, and maintenance of the Port Orchard pump station and transmission line and the force main
transmission line from Port Orchard to the treatment plant and the expenses thereof shall be the responsibility of the City."

Councilmember Ashby is comfortable approving the operating agreement as it has been presented tonight.

In response to Councilmember Chang, City Attorney Jacoby said there is no agreement as of March 1, 2014. It would be very disruptive.

Councilmember Childs said the definitions in the agreement became contradictory and muddy and did not mean the same thing. When he looked at the Curles and Kennedy Jenks memo, he questioned if the Council voted on that, who approved those? If he wrote a memo and put it in the book, would the Council give any weight to that? Did the people of the day embrace what it said on that memo? On page 6 of the ILA, there is the issue of maintenance and operation of the joint facilities. It says the District will operate the facility, but it does not say what the City is going to maintain. Some of the verbiage in the memos, specifically on Page 9, talks about the Marina Pump Station being a “local facility”, but in the ILA on Page 3 it describes it as an “original joint facility”. It is a contradiction. Curles wrote his memo in 1983 and in Exhibit B he attempts to define what the City and the Districts interests were in the joint facilities and he was not clear if he meant the original joint facilities or the joint facilities or maybe local facilities. The memo is not a resolution or a signed and approved agreement. He wondered under what authority Curles made this pronouncement. He did see the evaluation of the marina pump station and it seems to try to define ownership, he wondered where that came from and if it was ever approved. Why would the City agree to this? When we jointly purchased these properties, the only way the agreement could work was if there is a pump station to combine the two systems. Why would that happen? As for the new agreement on Page 3 under definitions, it talks about “local facilities” which conflicts with the ILA that talks about “joint facilities”. His conclusion is that for some reason this proposal wants to clean up things, but he thinks it is confusing. The City has operated for 31 years with a handshake and a pat on the back and working really well with West Sound. He feels this is divisive.

Councilmember Childs will vote no. He would like to see an operating agreement.

In response to Councilmember Childs, Councilmember Cartwright said the answer to his question if the City Council was informed of the Curles memo, on the bottom of the memo is a CC to the Sewer Committee. He assumes that is a committee of Councilmembers. He also saw the same information in the Kennedy Jenks document that the marina pump station is wholly owned and operated by the City. Why was the Council only given page 13-1 of that document and how did they come to that conclusion? The original agreement is ambiguous and poorly written. There is no dispute that we as the City have agreed since the inception of this agreement to operate and maintain the pump station. The issue of concern to him is ownership. When in his other job, he deals with labor disputes and represents the agency on numerous issues in front of PERC. In his experience, testimony carries so much
weight, the written document carries more weight, and testimony combined with the written document carries the best weight. He does not think there is anybody here that can attest to these documents to diminish or increase their validity. What he is left with is the documents. At this point, the way he interprets it is that the City owns it. Whether we want to try to move away from ownership within the agreement now, he thinks some day it is going to come back. We are going to deal with it now, or we are going to deal with it in the future. He does not see any other materials or data coming forward. His understanding is that this has been worked on for fourteen months; the City has gone through their records on three separate occasions. This is what we are dealing with right here. If we eventually have to battle this out in court, we would be on the losing end of that argument.

Councilmember Cartwright said it makes no sense to continue to fight, when the eventual outcome is that the City is going to own this pump station. He is going to vote yes.

Councilmember Clauson said back in 1983 when the agreement was signed, the City took the lead to create the ULID to pay for the construction of the joint facility. The City was the lead in hiring the firm to design it and the contractor who built it. The facility, as it was constructed, included the Joint Treatment Plant, the outfall, the force main, and the Marina Pump Station. The beginning of the agreement talks about ownership and how the City was going to purchase from the District the property for which the treatment plant is constructed, the City was going purchase outright the property from the VA Administration, and that the City would be the sole owner of the ground on which the plant is constructed. We built the project: the plant, the outfall, the force main, and the pump station. This allowed both entities to use the facility. It was a total package. He said the agreement was an operating agreement. The District said they wanted to operate it. It defined how we were going to pay for it. The operating cost of this has been approximately 54 District/46 City, based on the ERUs for each entity. It had nothing to do with ownership; it had to do with operating it. The City said it made sense to operate the Marina Pump Station, because it made more sense for our public works staff to operate it. The District operated the plant at Annapolis. The agreement captured how it was going to be operated and governed by the Sewer Advisory Committee (SAC). When this contract was nearing its term, he brought up if this is an appropriate time to see if there is a better way to operate the plant. Should it be a standalone corporation, or an agreement with a different entity? SAC concluded that this has been working for 30 years and it makes the most sense. The agreement has evolved into something more than an operating agreement, and it is trying to define ownership. He is not comfortable with defining ownership yet, and he thinks there is more information to be gathered. He spoke briefly with Mr. Geiger this afternoon, and it would be of benefit for a group councilmembers to talk with him. He questioned what the rush on the ownership piece is. He understands the rush on the operating agreement. The Council could pass what was discussed at Work Study to get an operating agreement in place, and continue to work on the ownership piece.

Councilmember Putaansuu agrees that the 1983 Agreement was poorly written, and part of this process was to clean it up. He does not believe that the City owns the Plant as a whole
and the City bought it with its own funds. The ULID funded it, the bonds funded the expansion, and the property owners in the ULID and the ratepayers paid for it. The City managed it because it could get the bonding easier and cheaper. He is comfortable with the agreement brought forward. He believes Mr. Curles’ memo spells it out clearly the Marina Pump Station belongs to the City. He has no problem at all voting for this agreement as presented.

Councilmember Lucarelli said she also served on the Sewer Advisory Committee, and had concluded that a separate governance corporation would have been the best solution. She is comfortable with an operational agreement, but it is not clear to her regarding ownership. She will be voting no.

Councilmember Chang said he is undecided. He would prefer the ownership were not solely ours. Based on the binder materials, he would tend to agree with Councilmember Cartwright. He questioned what the time frame was for passing it now as opposed to passing it in 30 days.

Treasurer Martin said he read all the existing documents, and under Councilmember Putaansuu’s leadership, he wrote a memo to capture what he saw. Councilmember Putaansuu asked him to work with West Sound Utility District, and he acted in his best effort for the City of Port Orchard to come up with a working agreement. He commented on the confusion of the old agreement, saying that documents written 40 years ago had a different style of writing. The original agreement worked as an outline. There was discussion if a new document should be created from the ground up, but the Sewer Advisory Committee asked that the old agreement instead be updated. The original agreement set out to have WSUD be the manager of the plant. The original agreement judged management on the engineering standards at the time. This new agreement put in that there are now financial standards to judge how well WSUD would be managing the plant on behalf of the ratepayers of the City of Port Orchard. The new agreement clears up the insurance question. The loans on the treatment plant are in the name of the City. This document seeks to say it is a liability of the Plant, and it needs to come off the books of the City. Should the City need to borrow in the future, this debt is considered ours while it is on our books. That is not a good thing. This document clearly states that WSUD is going to take the lead for responsibility if a mistake should be made. The City is indemnified from their mistakes.

Treasurer Martin said when he came in here in 2009 he went through all of the City records that he could find. He tumbled upon the fact that the debt was on the City’s books, and he said that does not make much sense. The City is splitting the insurance between two different agencies and that did not make sense. When the document came for renewal, he said this was an opportunity to fix these issues. He has found West Sound Utility District to be a fine partner. They were always receptive to our suggestions, they put in many things the City asked for, and they always returned his phone call. He thanked them on the staff level for the work they did and the courtesy they extended to him as an employee of the City.
of Port Orchard. He recommended passage of this agreement. He is comfortable with it professionally and it is in the best interest of the ratepayers.

In response to Councilmember Childs, City Attorney Jacoby spoke in regards to the Larry Curles document. He said it is not a memo; it is a cover letter attaching an exhibit. In the 1983 Agreement on pages 4 and 5, it references two exhibits: Exhibit A, describing the conveyance of real property, and Exhibit B, describing what is going to be constructed and other “original joint facilities”. This cover letter describes the two exhibits. He said Mr. Curles was many things, but sloppy was never one of them. If he was out ahead of the Council on this, there would be some record if he had gone above and beyond what Council intended. Of the 20 years that Mr. Curles was the de facto City Manager around here, he does not believe that happened very often. Some weight should be given to Exhibit B just as weight is given to Exhibit A.

In response to Councilmember Chang, City Attorney Jacoby really does not know what happens if the majority of the Council rejects the agreement. On Saturday, the current agreement will expire. It does not mean it stops operating, but you will not have a joint operating agreement in place. That does not strike him as a very good result. We need to have an agreement.

In response to Councilmember Clauson, City Attorney Jacoby said in terms of what is the rush, he asked the Council to flip that around, what are we going to know in one month that you don’t know tonight or that you haven’t had the opportunity to obtain since we last talked about this. Your staff and your Utilities Committee have looked high and low, we have talked to Larry Curles and we have talked to Kris Tompkins, they confirm what staff has told you tonight and other nights.

In response to Councilmember Chang, City Attorney Jacoby said there is no default if the agreement is not approved tonight.

In response to Councilmember Chang, City Attorney Jacoby said that the City’s staff does not believe there any other documents that exist regarding this discussion.

Councilmember Clauson said he believes there are some discussions that need to take place with previous Councilmembers that he would like to have other people hear besides just him.

Councilmember Clauson referenced Page 4, Section 3, Land and Right-of-Way Acquisition: “The portion identified as “state land” on Exhibit A shall be acquired by the City from the State of Washington at the sole expense of the City. The cost of acquiring the “state land” by the City shall not be included within the Joint Facilities costs. All right, title, and interest in and to the remaining portion of the land necessary to construction and completion of the treatment plant, identified as “sewer district land” on Exhibit A, is presently owned by the District.” He said the City stepped forward and bought the land
from the State and it is in the City’s name. The District deeded over their land where the plant was constructed. In exchange for that, the City stepped forward and purchased a piece of ground on Fircrest to reimburse the District for that. There is no recognition of that anywhere in this agreement.

Councilmember Clauson referenced Page 6, Section 5(b): “In the event of mismanagement by the District materially affecting the cost of maintenance or operation...” He said this section states the District is responsible.

Councilmember Clauson referenced Page 6, Section 5(c): “The party responsible for operation and maintenance of the Joint Facilities shall be liable for all penalties and assessments charged against the Facility by any state or federal agency resulting from negligence, misfeasance or malfeasance...” He said it has some inconsistencies in the current agreement, but there were lot of things that were not captured and it is not being looked at.

Councilmember Clauson would like the agreement to be cleaned up and to have both sides comfortable with it.

Councilmember Putaansuu called for the question and Councilmember Ashby seconded the motion. Upon vote, the motion failed with Councilmembers Childs, Lucarelli, and Chang casting the dissenting votes.

Brian Petro gave some history on the sewer plant. He said the history is stored in the Bellevue archives.

Councilmember Childs said he went into this with a preconceived thought of why the City would want to take sole control for an expensive piece of equipment. Why wouldn’t we make it a joint thing? Why would we handle the pump station ourselves? Nobody has told him why.

In response to Councilmember Childs, Councilmember Putaansuu said it our sewer. That facility does not benefit the other half at all.

Councilmember Clauson disagrees. He thinks it was separated out because we were talking about the operating agreement of the facility and the City agreed to operate this portion of the facility. It has not been construed to say the City took complete ownership of it.

Councilmember Putaansuu said Mr. Curles’ cover letter distinctly says it is owned by the City.

Councilmember Clauson said it was because it was in the City and the City agreed to operate and maintain it.
Councilmember Putaansuu said it is because we own it.

Councilmember Clauson said we own the whole thing if you want to look at it from that standpoint.

Councilmember Ashby asked what the City's fear is of owning it. Councilmember Putaansuu said it is $2,000,000+ to rebuild it and it is on our capital facility plan. It is on our books to replace it somewhere down the road. Councilmember Clauson said we jointly shared in the cost of expanding the plant, but we are not going to jointly share in operating a component of the plant, i.e. the pump station.

Councilmember Ashby said we already agreed for the operation and maintenance of it, so we are stuck with that anyway. She said WSUD has been a very good partner. When we needed to expand the plant, we still said that was our responsibility. WSUD was a good partner and said they would share in that cost. We don't know that WSUD is not going to partner with us for future financial needs of it either.

Councilmember Clauson said that we should include it in the ownership. Say the 50/50 ownership is inclusive of the Marina Pump Station. They are not interested in including that. We would be gambling on the willingness of WSUD.

Councilmember Ashby asked if in the future we have needs, how would it stand up in court.

City Attorney Jacoby said he would answer that question in executive session.

At 8:17 p.m., Mayor Pro-Tem Lucarelli recessed the meeting for a five-minute executive session regarding potential litigation in accordance with RCW 42.30.110(B). City Attorney Jacoby was invited to attend.

At 8:23 p.m., Mayor Pro-Tem Lucarelli continued the executive session for an additional five minutes.

At 8:35 p.m., Mayor Pro-Tem Lucarelli reconvened Council back into regular session.

Councilmember Clauson reiterated position of needing to get ownership questions answered to the satisfaction of both sides.

Councilmember Putaansuu MOVED and Councilmember Ashby seconded the motion to authorize the Mayor to execute Contract No. 012-14, with West Sound Utility District for Wastewater Treatment Facilities Management and Operations. Upon vote, the motion failed with three affirmative votes and four dissenting votes. Councilmembers Clauson, Chang, Childs, and Lucarelli cast the dissenting votes.
In response to Councilmember Chang, Councilmember Clauson did not think it would be a good idea to send the operating agreement discussed at Work Study, because the District is not interested in it.

Councilmember Putaansuu recommended that three of the four dissenting voters sit down with the District. He thinks it needs to be something separate than the Sewer Advisory Committee.

Councilmember Ashby said she would like this committee to create a timeline for this. She is not interested in this going another 12 months.

Councilmember Clauson asked that the City Attorney be tasked in supporting the group to sit down and negotiate.

Councilmember Cartwright likes the use of the City Attorney and the 30-day timeline.

Councilmember Chang said we had a close vote because we are not comfortable with the ownership. It says we want another operations agreement. Maybe they could reconsider renewing the operating agreement.

Councilmember Childs would like a catastrophic clause that should the Marina Pump Station fail, that we collectively work together to fix it. If that clause could be in there, maybe some of these other things could be worked out.

Councilmember Clauson said that part is what we do not have agreement on.

Councilmember Ashby motioned and Councilmember Putaansuu seconded the motion that three councilmembers who were in the negative position on voting on this agreement work with our City Attorney and come back within 30 days with a recommendation how to move forward with the agreement.

Councilmember Clauson and Lucarelli will be on the committee, and Councilmembers Chang and Child will alternate in the third position.

Councilmember Clauson asked if discussion was done, or if the Council was going to consider Councilmember Chang’s recommended course of action.

Councilmember Putaansuu did not think that was a good course of action for the Council to pass another agreement to ping-pong back to the District. He does not believe it will pass.

Councilmember Ashby called for the question and Councilmember Putaansuu seconded.
City Attorney Jacoby said the motion as he understands it is for three of the Councilmembers who voted in opposition to the main motion to work with the City Attorney to meet with West Sound to come back within 30 days with a recommendation to the full Council.

*The motion calling for the question passed with two dissenting votes. Councilmembers Chang and Clauson cast the dissenting votes.*

*Upon vote of the main motion, the motion passed unanimously.*

B. Approval of February 11, 2014, Council Meeting Minutes

Councilmember Putaansuu MOVED and Councilmember Ashby seconded the motion to adopt. *Upon vote, the motion passed unanimously. Councilmember Clauson abstained from voting.*

C. Discussion: City Flag Policy

City Clerk Rinearson presented the staff report, noting at the November 26, 2013, City Council meeting, Councilmember Putaansuu directed the City Clerk to research if other jurisdictions have policies on the use of a City flag.

Staff has provided the Council with other city policies and is looking for direction on whether or not the Council wishes to have a City Flag Policy.

Councilmember Putaansuu said if the City was going to allow flags to be sold, he would like a policy that outlines it will be treated with respect. He does not want to see it being used as a curtain.

**Council Direction:** Staff will lend the flag out for the event this weekend, and develop a short policy for selling flags.

D. Authorizing the Mayor to Execute Professional Services Contract No. 013-14, with Ward C. Muller & Assoc. for the Paul Powers Park Survey

Public Works Director Dorsey presented the staff report, noting pursuant to the February 10, 2014, Public Property Committee recommendation, the City's Public Works Department requested a professional services proposal from Ward C. Muller and Associates, Inc. for the 2014 Paul Powers Park Topographic and Boundary Survey, whereby a proposal of $4,945.00 was received. The Public Works Department has confirmed 1) that the professional services acquisition process was followed and 2) that the project proposal is funded within the Cumulative Reserve for Municipal Facilities Paul Powers Park - Athletic Field Improvements fund of the approved 2014 Budget.
In response to Councilmember Clauson, Public Works Director Dorsey said he did not call any other survey companies for quotes, because the City is not required to get multiple bids for professional services. Ward C. Muller has been our de facto, on-call surveyor. His quotes are usually less than other crews, because he is able to do it as a one-man crew.

In response to Councilmember Childs, Public Works Director Dorsey said the boundary survey will define where the four corners are located, and it will provide topographic information to determine how much clearing and grubbing would be needed to create two athletic fields. We need a constraint map so that we do not put dirt on somebody else's property.

In response to Councilmember Childs, Councilmember Cartwright discussed funds set aside for parks, and he said that without a boundary survey, it does not make sense to apply for any grants. This is a step in the direction to apply for RCO grants.

**Councilmember Cartwright MOVED and Councilmember Chang seconded the motion to authorize the Mayor to execute Contract No. 013-14, with Ward C. Muller and Associates in an amount not to exceed $4,945.00 for the 2014 Paul Powers Park Topographic and Boundary Survey. Upon vote, the motion passed unanimously.**

**8. COMMITTEE REPORTS**

Councilmember Clauson reported the Finance Committee met February 21, 2014, and they discussed January sales tax coming in higher than projected; bonds from 1919; and 2013 budget recap. He also reported the community service agreement with KCR requires that the City provide transportation for the program, and the bus has died. The Chief has found a 15-passenger van to replace the bus, and the Finance Committee recommends buying the vehicle out of the accumulative reserve for vehicles.

**Councilmember Clauson MOVED and Councilmember Childs seconded the motion to authorize the police chief to go ahead and purchase a new van off the state contract for an amount not to exceed $30,000. Upon vote, the motion passed unanimously.**

Councilmember Clauson reported the next Finance Committee meeting is March 27, which is a Thursday instead of the Friday that they normally meet.

Councilmember Ashby reported the Economic Development/Tourism Committee will meet March 10, at 10:00 a.m. in the Carolyn Powers Conference Room.

Councilmember Putaansuu reported the next Utilities Committee meeting is March 14 and the Sewer Advisory Committee meets March 19, and the sole topic of discussion has been an
operating agreement. He is going to assume the new committee formed earlier this evening will take that meeting on.

Councilmember Cartwright reported the next Public Property Committee meeting is scheduled for March 10, at 8:30 a.m. in the Carolyn Powers Conference Room.

Councilmember Chang asked the Councilmembers to send their recommendations for the Lodging Tax Advisory Committee to the City Clerk by February 27.

Mayor Pro-Tem Lucarelli reported on March 8, there will be a 2016 Comp Plan Update Visioning Workshop at City Hall at 9:30 a.m.

Councilmember Putaansuu invited the public to the Coffee Oasis grand opening this Sunday. He also invited the public to the Rotary Bay Street Bash Saturday night at the Pavilion. All funds raised will be donated to Coffee Oasis.

Councilmember Lucarelli invited the public to the Port Orchard Market fundraising event and open house on Friday night. She also invited the public to a fundraiser at Olympic College on Sunday morning.

Councilmember Ashby reported she attended Puget Sound Regional Council (PSRC) Transpol Board meeting and Kitsap Regional Coordinating Council (KRCC) Transpol meeting on February 13, she attended Peninsula Regional Transportation Planning Organization on February 14, and KRCC Executive Board meeting today. She said all these groups share common discussion elements, just at different levels and different points of view. Currently, they have been looking at the 2015-2017 federal transportation budget cycle. At KRCC today, the Tremont Street Widening project was returned to the contingency list. She expressed her appreciation to KRCC's Executive Director and the Executive Board.

Councilmember Childs reported the Kitsap Economic Development Alliance (KEDA) Board met February 20. At the meeting, KEDA reported: their revenues are ahead of budget, 14 new private investors; creating a reserve fund; increasing the effort to defense industry at SKIA; the Navy is looking for property to expand; potential new composite company coming to Kitsap; City of Port Orchard’s success in quickly permitting for Omahundro Company; Kitsap Connected projects doing well; economic development elements being incorporated into comprehensive plans; and the Annual Luncheon will be at the Baymont Inn & Suites on March 20. KEDA also passed a resolution honoring James Robinson, a long-time member of KEDA, who recently passed away.

9. MAYOR’S REPORT

No report was given.
10. REPORT OF DEPARTMENT DIRECTORS

Public Works Director Dorsey thanked the KRCC Executive Board for placing Tremont on 2012 contingency list. He reminded the Council that this is just a step in the process. The next step is to get PSRC RPEC to accept it into the list. He asked the Council to make calls to make sure RPEC adds the project onto their list.

City Clerk Rinearson gave an update on public records request. She will begin emailing the Council quarterly reports on requests.

11. CITIZENS COMMENTS

There were no citizen comments.

12. EXECUTIVE SESSION

No additional executive session was held.

13. ADJOURNMENT

At 9:16 p.m., Mayor Pro-Tem Lucarelli adjourned the meeting.