



Virtual Meeting of the Board of Directors *
Monday, August 23, 2021
Webinar ID – 813 9217 6771 Passcode – 778594

FINAL AGENDA

- 1. Call to Order / Comment by the Chair**
- 2. Approval of Minutes**
 - A. Approval of previous Meeting Minutes – July 26, 2021
- 3. Public Comment** – “Raise Hand,” or Chat message, max. 3 minutes
- 4. Regional Project Update –**
 - A. POB/CNW Progress Report – Jim Rothlin – POB, Joel Cohen - CNW
- 5. New Business**
 - A. SKCEC ILA revision – Brian Lawler, & Nick Bond, Pt Orchard
 - B. Demo of new KPFD website – ED & Cinnamon H., Interlock Solutions
- 6. Financial Reports**
 - A. Monthly Reports – Tax revenue and monthly financials (July)
 - B. Blanket Voucher – KPFD expenses (\$8,465.18)
 - C. Directors Stipend (\$3,200.00)
 - D. Project Voucher Approval
 - Poulsbo PERC Invoice (\$23,434.49)
 - Port Orchard SKCEC Invoice (\$30,002.84)
 - E. POB Invoice Approval (\$70,703.55*)
(* to be approved for POB payment, not by KPFD)
- 7. Ongoing Business**
 - A. ED Activity Report (August)
 - B. Regional Facility Reports (July)

Meeting Adjourned

***NOTE:** This meeting will be recorded and will be available on
through the kitsap-pfd.org website and the KPFD YouTube channel.

Next 2021 Regular Board of Directors meeting:

Next Meeting: September 23, 2021, at 5:30 pm
Location: Virtual as Zoom Webinar
Topics: General Business, POB Progress Report

*The Kitsap Public Facilities District does not discriminate on the basis of disability.
Individuals who require accommodations should contact the PFD at 360-698-1885.*

Kitsap Public Facilities District

Minutes of the Virtual Board of Directors Webinar

Monday, July 26th, 2021

Attending: Patrick Hatchel, Vice-Chair; Walt Draper, Treasurer; Erin Leedham; Phil Havers, Tom Bullock and John Morrissey.

Staff: Mike Walton, Executive Director; Brian Lawler, Attorney; Cynthia Rogers, Barker Creek.

Absent: Daron Jagodzinske, Chair

1. **Call to Order:** The Vice Chair called the meeting to order at 5:32 PM.
2. **Meeting Minutes:** The ED presented the Minutes of the June 28th Virtual Regular Meeting of the Board of Directors.
John Morrissey moved to approve the Meeting Minutes as submitted and Erin Leedham seconded. The motion passed unanimously.
3. **Public Comment:** (Limited to 3 minutes, otherwise not on Agenda) **None presented.**
4. **Regional Project Status Reports:**
PGFHP Progress Report – Eric Baker, Kitsap County
Eric reported on the continuing progress of the various tasks in the PGFHP Project:
The Ride Park -
 - a) Phase 1 has begun construction and is planned to complete in Q3 2021.
 - b) Phase 2 Trailhead amenities design & planning is proceeding and should finish in Q3 2021**STO Trail –**
 - a) Design Process proceeding, not due to complete until Q4 2022.
 - b) Stottlemeyer Trailhead design for construction also under way.**Master Plan –**
 - a) Good feedback from public meetings, now preparing alternative plans for public feedback
 - b) Proposal for alternative plans should be complete by Q3 2021.Eric will submit another significant invoice by next week.
5. **Financial Reports:**
 - A. **Monthly Financials & Tax Rebate Summary** – The ED reported on results from June data. The KPFDP received \$177.3K in tax rebate revenue, up 49.7% over 2020 **Note: This % increase is distorted as this was the largest Covid impact month.** (total was up 25% over 2019). The amount of <\$70 K> was transferred to 286 for Debt Service; and there were <\$19.9K> in Expenses. The result was a Net to Cash of \$87.5K.
 - B. **Expense Blanket Voucher** – The ED submitted a Blanket Voucher in the amount of \$6,621.64 for expenses from June to be paid.
Walt Draper moved to approve the Blanket Voucher in the amount of \$6,621.64. It was seconded by Phil Havers and passed unanimously.
 - C. **Directors Stipend** – The Ed submitted a Blanket Voucher for Director's stipends in the amount of \$3200 for Q3 & Q4 of 2020 and the first quarter of 2021. Some discrepancies were noted in the listing of the recipients and order of the amounts so the item was tabled until next month.
 - D. **PERC Project Blanket Voucher** – The ED submitted a Project Blanket Voucher from the City of Poulsbo in the amount of \$7,275.65, from the PERC project for June invoices, It was noted that the BV in the Packet was last month's invoice and the ED retrieved the correct invoice for review.
Tom Bullock made a motion to approve the Project Blanket Voucher in the amount of \$7,275.65. It was seconded by John Morrissey and passed unanimously.

E. Port of Bremerton Invoice Approval Process –

The two new invoices from the Port of Bremerton totaling \$114,509.25 were reviewed by the Construction Consultant Barker Creek and were recommended for approval:

Erin Leedham moved that the June invoices for \$114,509.25 be approved. Walt Draper seconded the motion and it passed unanimously.

Note: The ED uses the Digital Signatures of the Directors on the Blanket Voucher approval forms submitted to the Board. The Board indicated its approval of the process used by the ED to expedite the handling of the forms during the pandemic and virtual meetings.

6. New Business: None Presented

7. Ongoing Business:

- A. **ED Activity Report** – The ED submitted his report on his activities for the preceding month. The Chair asked the Directors to review this report at their leisure. The ED added that he had attended the Food Truck Fest on the previous weekend, and it was a tremendous success, with overflow crowds. This was an EventFund supported event postponed from 2020 and newly promoted for 2021.
- B. **Regional Facility Reports** – Activity is increasing at both current Regional Centers with increasingly better prospects for the future. The Chair asked the Directors them to read them at their leisure.

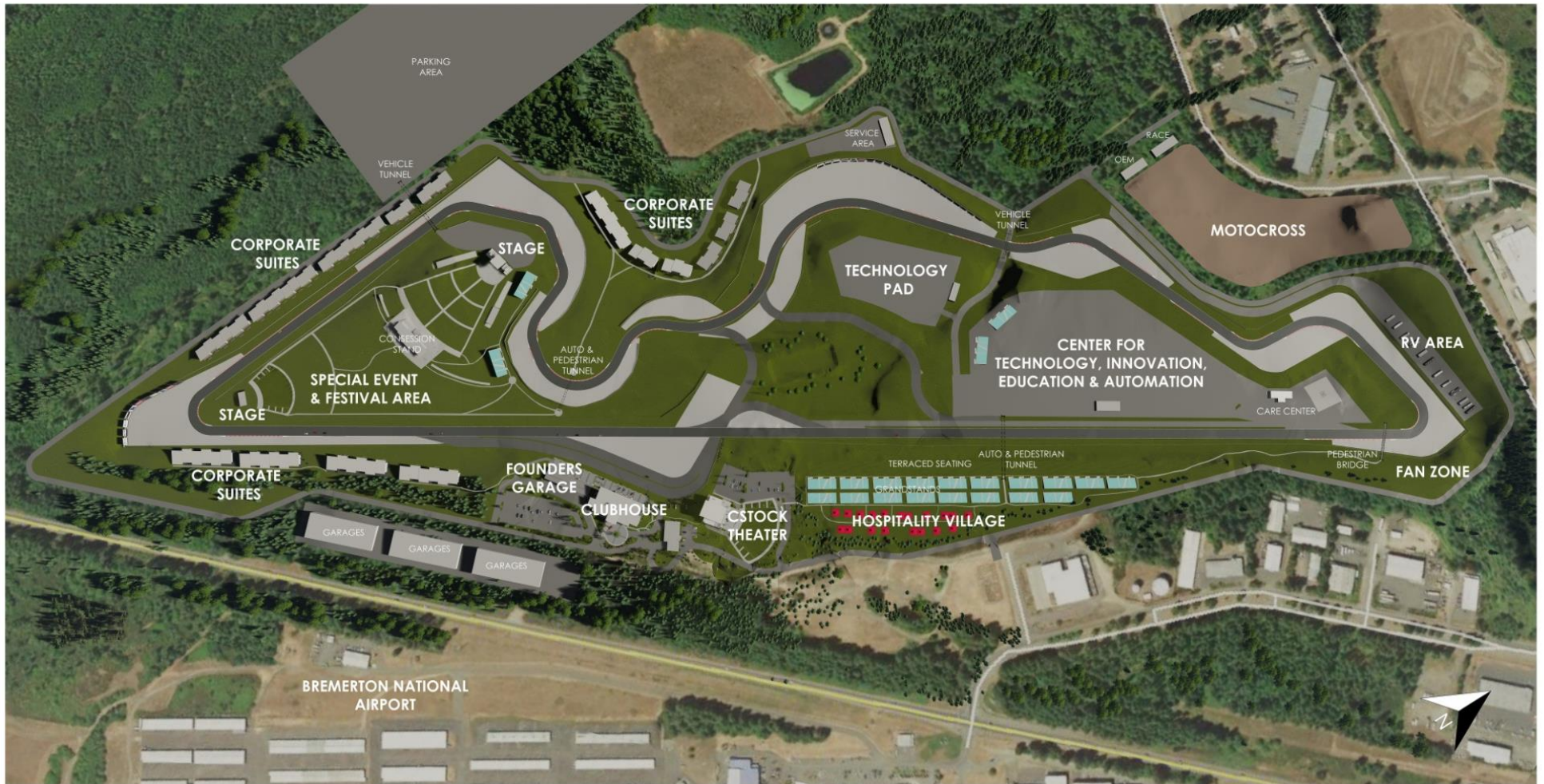
The Meeting was adjourned at 6:32 pm.

Next Meeting of the Board: Zoom webinar on August 23rd, 2021, at 5:30 pm

Topics: General Business; Port of Bremerton Progress Report; project invoices, & POB Invoices

NOTE:

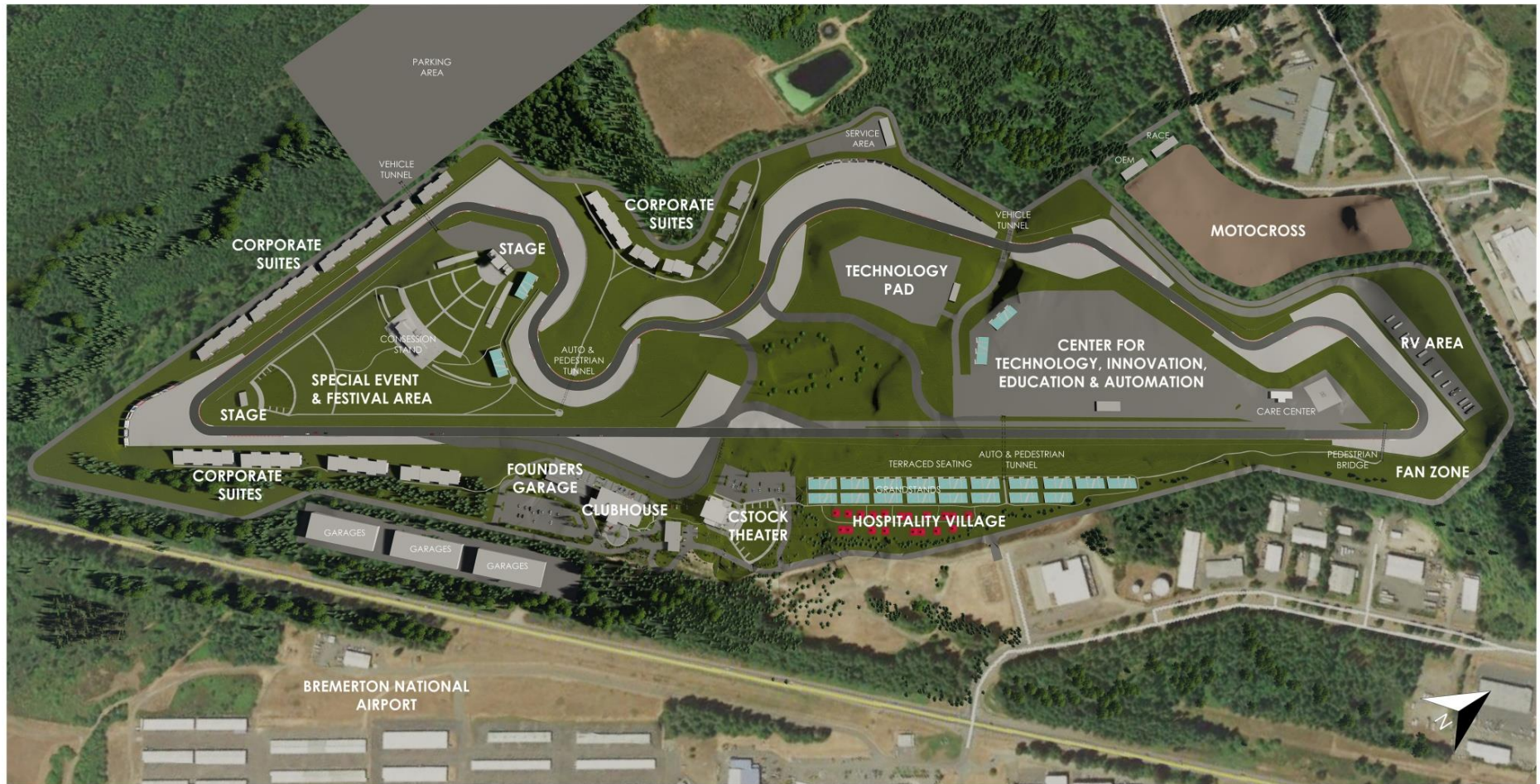
- 1) Future meetings may be in-person when a public site becomes available.**
 - 2) There may be other location or format changes at meeting dates in 2021.**
- Please check the website for updates.**

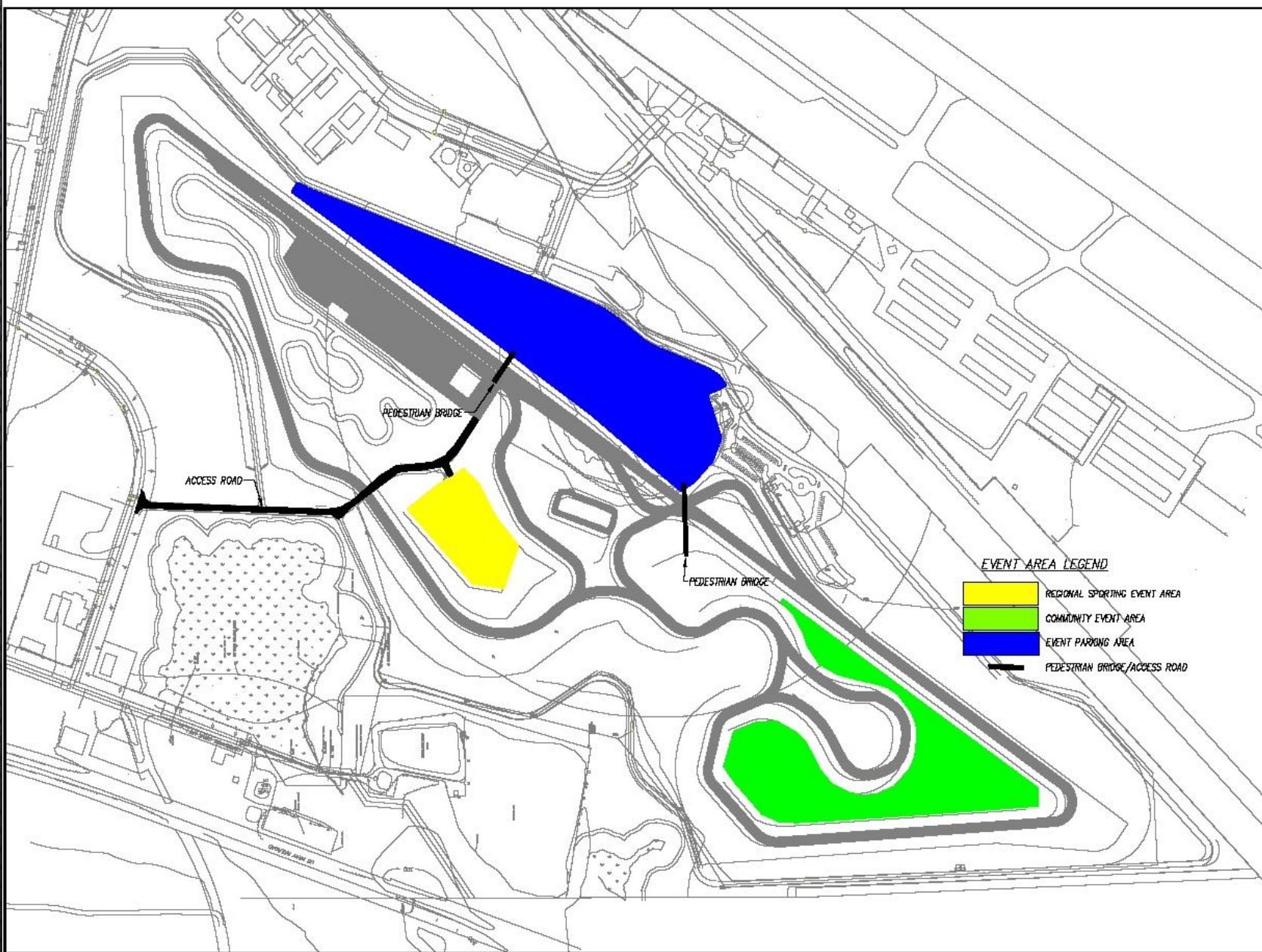


CNW Public Event Centers

30% Design Review

Current Proposed Masterplan





EVENT AREA LEGEND

- REGIONAL SPORTING EVENT AREA
- COMMUNITY EVENT AREA
- EVENT PARKING AREA
- PEDESTRIAN BRIDGE/ACCESS ROAD

DATE: 6-12-16
DRAWN BY: GLO
CHECKED BY: HT

ISSUED FOR: DATE:
BY: 10-7-16

PROJECT #
DESCRIPTION

KPFD Exhibit

What Has Been Promised?

Short Summary :

The creation and administration of the design for all portions of the CNW/Port project which the public will have access and use of upon completion.

The creation and administration of the construction documents needed to implement the above.

Description of Project:

The request for funding at this stage is to design a public events center and outdoor event space located on the west side of Highway 3, across from the Bremerton Airport. The event center and outdoor event space will be on Port of Bremerton property that is currently leased to CNW.

1. Regional Sporting Event Area:

The Port of Bremerton already has a designated area on which multiple sporting events currently take place.

However, in 2023, that area will be closed down as it lies in the path of the extension of Airport Industrial Way. The KPF D funding for design and construction documents will allow an upgraded facility to be constructed across the highway in order to continue the existing schedule of events, and the ability to add new events.

The funding would be utilized to design and create the construction documents for parking areas, access roads, pedestrian walkways and bridges, supporting utilities, and the events areas. Development would be coordinated with the proposed CNW site to maximize the efficient use of funds.

For 2020 at the existing facility, there were approximately 130 scheduled events on the paved facility alone, with motocross adding many more. The sports events that have been taking place at the current facility for a number of years include:

Motocross, PacWest MX, including nationally recognized motocross competitions. Competitors stay on site for the weekend, competitions have had up to 445 entries, with 1500 participants when spectators are included.

Porsche Club car rally and meetings taking place each month with approximately 150 participants.

Sports Car Club of America, monthly events with approximately 150 attendees

Autocross

Car Races: rallies, racing, weekend events, camping. For example, the drag racing alone accounts for approximately 1000 participants per event. Drag Racing is scheduled for twelve events (36 days total) in 2020 alone.

Northwest Nights: There are four events scheduled this year, with an expected turnout of 1500 per event.

What Has Been Promised?

Community Events Center

The design and construction documents would also encompass this second portion, which is the outdoor events center with the capability to hold large scale events of up to 10,000 attendees, which would be a completely unique and necessary facility for Kitsap County. A soft surface terrain with mountain views would also contain stage and vendors areas to host such events as:

- Festival events: wine and beer festivals

- Musical events/concerts

- Theater performances

- Outdoor meetings/corporate events

- Trade shows, or vendors fairs

An example of community clients for such a space would include:

- Drafts and Drums (charity music festival, 1500 attendees)

- LiveNation

- LeMay AAT

- RPM Foundation

- TechForce Foundation

- Kitsap County Rodeo

- Wilkinson Events

- Permission to Start Dreaming Foundation

Parking Areas, Access Roads, Design:

To accommodate larger public gatherings, parking (both paved and grass) is necessary to derive the highest economic benefit to the public. For the larger events it is crucial to the project that adequate paved parking and access roads be available. Without the inclusion of the paved infrastructure, the facility cannot accommodate larger crowds or operate during inclement weather (an important feature in the Pacific Northwest).

Roadways and other infrastructure such as upgrades stormwater systems, and wastewater disposal, will also be a part of this project in order to provide adequate public access and use.

Venue Review of Proposed Facilities



Seating

- Hillside
- Major Event (30,000)



CSTOCK

- 4,000 Person Venue

Event Parking

Parking

- Shuttle to Event



Regional Sports Area

- Hard surface entertainment



Large Music

- 20,000 Person Venue



Parking Area



Small Music Venue

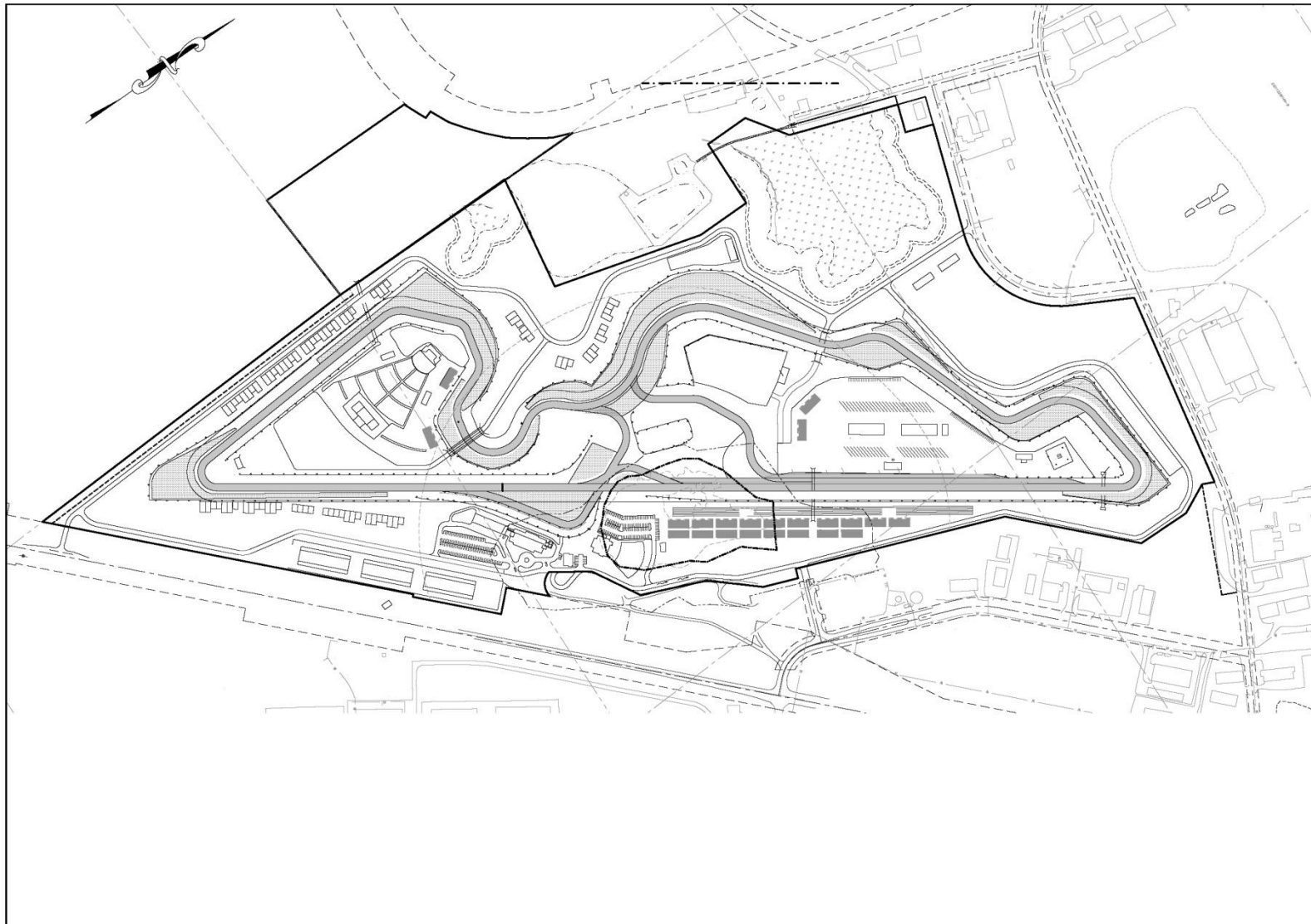




Design & Construction Schedule

Order	Phase	Task	Start Date	Duration (Days)	End Date
1	3	Award of Funding for Event Center Design	12/16/2020	1	12/17/2020
2	3	Bond Funding Awarded for Public Event Center	12/16/2020	1	12/17/2020
3	3	Initiate Geotechnical Studies	3/1/2021	30	3/31/2021
4	3	Initiate Additional Survey Work Activities	3/1/2021	30	3/31/2021
5	3	Initiate Off-site Transportation Improvement Study & Design	3/29/2021	60	5/28/2021
6	3	Event Center Charrette	4/5/2021	1	4/6/2021
7	3	Event Center Space Programing	4/12/2021	4	4/16/2021
8	3	Develop Building Programming	4/19/2021	18	5/7/2021
9	3	Modify Masterplan Based on Charrette Results	5/10/2021	14	5/24/2021
10	3	Event Center Schematic Design	6/1/2021	60	7/31/2021
11	3	Event Center Design Development Drawings	8/11/2021	60	10/10/2021
12	3	Prepare Design Development Cost Estimate	10/10/2021	5	10/15/2021
13	3	Event Center Preliminary Grading/Utility Bid Set	10/10/2021	45	11/24/2021
14	3	Event Center Preliminary Grading & Utility Package Review	10/10/2021	30	11/9/2021
15	3	Final Event Center Design	11/24/2021	90	2/22/2022
16	3	Final Bid Package & Bidding	2/22/2022	14	3/8/2022
17	3	Bid Award & Mobilization	3/8/2022	21	3/29/2022
18	3	Event Center Construction	3/29/2022	160	9/5/2022
19	3	Funding Approval for CNW Final Design	8/11/2021	1	8/12/2021
20	3	Final Design of Prel Grading & Drainage Package	8/12/2021	60	10/11/2021
21	3	Receive Bids on Preliminary Grading/Utility Package	10/11/2021	14	10/25/2021
22	3	Review Bids	10/25/2021	5	10/30/2021
23	3	Award Contract	10/30/2021	1	10/31/2021
24	3	Contractor Site Mobilization (Grading & Drainage))	10/21/2021	8	10/29/2021
25	3	Execution of Grading/Utility Package	10/29/2021	150	3/28/2022
26	3	Final Design Document Building/Amenity/Site	10/1/2021	90	12/30/2021
27	3	Final Building/Amenity/ Grading Package Review (Local Agencies)	12/30/2021	30	1/29/2022
28	3	Final Package Cost Estimate	1/29/2022	5	2/3/2022
29	3	Owner Review and Approval	2/3/2022	5	2/8/2022
30	3	Building/Amenity/Site Bid	2/8/2022	15	2/23/2022
31	3	Design/Constr Off-Site Infrastructure (Local Provider Project)	5/17/2021	400	6/21/2022
32	3	CNW Final Bid Package Award	1/29/2022	1	1/30/2022
33	3	Contractor Mobilization for Building/Amenity Package	2/4/2022	5	2/9/2022
34	3	Construction of Building/Amenity Package	2/9/2022	270	11/6/2022
35	3	Building and Site Commissioning	10/7/2022	14	10/21/2022
36	3	Punch List development	10/7/2022	14	10/21/2022
37	3	Move into Facility	10/29/2022	30	11/28/2022
38	3	Final Completion	11/19/2022	1	11/20/2022
39	3	Facility Opening	11/21/2022	1	11/22/2022

Design Plans (Overall CNW Layout)



DATE:	9-12-18
DRAWN BY:	CLD
CHECKED BY:	KOF
ISSUED FOR:	DATE:
DC COORDINATION:	10-18-18
PROJECT #:	
DESCRIPTION:	

SITE PLAN OVERVIEW
OVERALL SITE

C-2.00

Schematic Design of Amphitheater Stage



Schematic Design of Amphitheater Stage



Schematic Design of Amphitheater Stage



Schematic Design of Amphitheater Stage



Schematic Design of Amphitheater Concession/Services Building



Schematic Design of Amphitheater Concession/Services Building



83'-0"

44'-0"

39'-0"

11'-0"

36'-0"

8'-0"

WOMEN'S ROOM (11)

STORAGE (11)

FREEZER (11)

COOLER (11)

COOK (11)

CONCESSIONS (11)

PREP (11)

MEN'S ROOM (11)

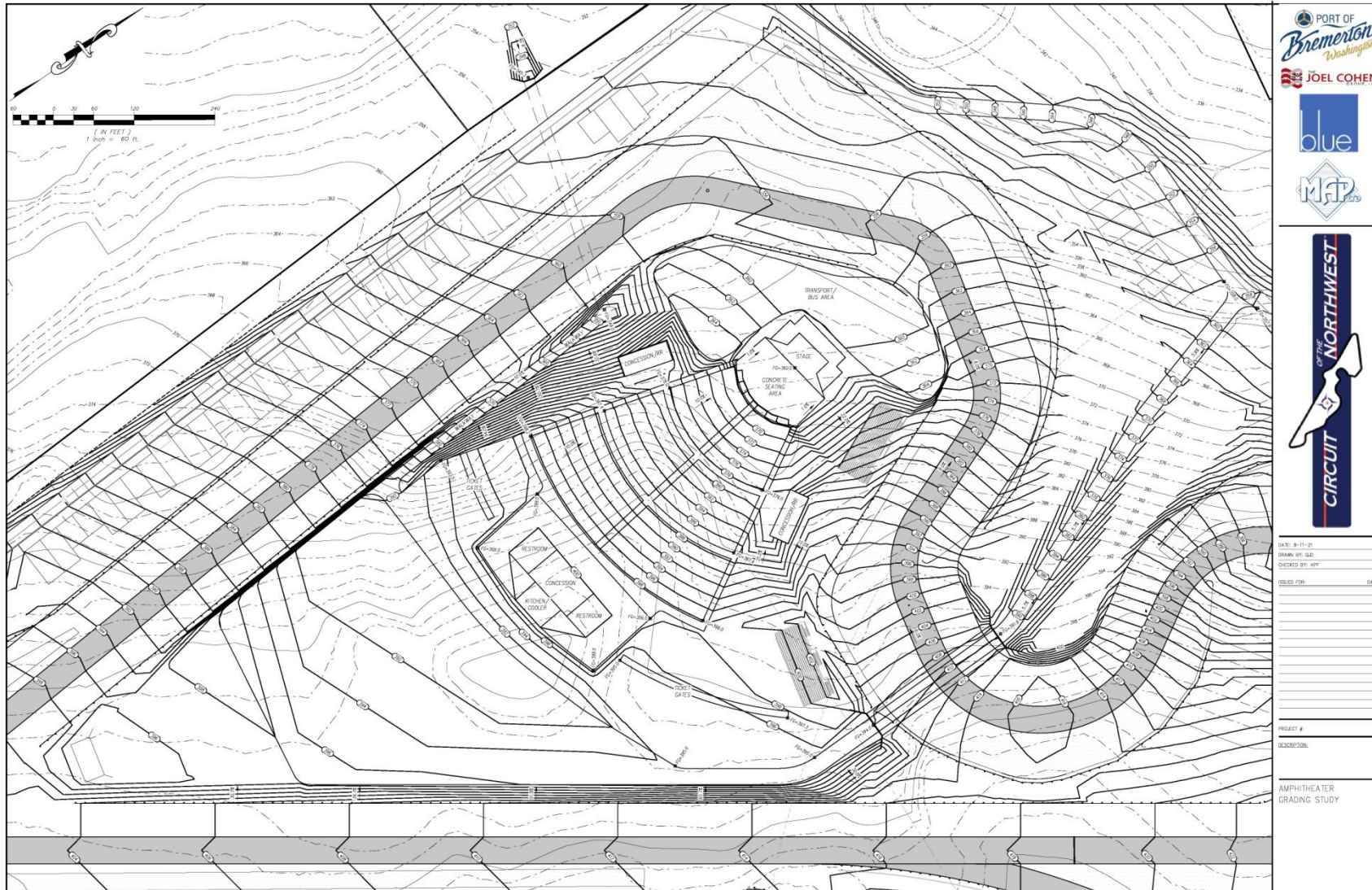
GENERAL NOTES

- FINISHED FLOOR ELEVATION (FINISH FLOOR) IS 10'0" REFERRED TO: REFER TO THE FINISHED FLOOR ELEVATION OF THE EXISTING FLOOR.
2. ALL WORK SHALL BE FOR CONNECTION OF EXTERIOR TO PUBLIC SIDEWALKS.
3. GENERAL CONTRACTOR SHALL COORDINATE ALL REQUIREMENTS WITH ALL SURROUNDING CONTRACTORS THROUGHOUT CONSTRUCTION AND INSTALLATION.
4. ALL EXISTING AND NEW LOTS SHALL BE CONFORMED TO THE CITY OF LOS ANGELES ZONING ORDINANCE AND THE CITY OF LOS ANGELES PLANNING DEPARTMENT ZONING MAP. THE CITY OF LOS ANGELES PLANNING DEPARTMENT ZONING MAP SHALL BE OBTAINED FROM THE CITY OF LOS ANGELES PLANNING DEPARTMENT.
5. ALL REQUIRED MATERIALS SHALL BE AT LEAST (A) 1/2" IN THICKNESS AND (B) 1/2" IN WIDTH.
6. (A) STOPS SHALL HAVE MINIMUM CLEAR WIDTH OF 30".
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- 138.



A1

Proposed Initial Grading for Amphitheater



PORT OF
Bremerton
Washington
JOEL COHEN

blue

MAT

CIRCUIT
NORTHWEST

DATE: 8-11-21
DRAWN BY: GJD
CHECKED BY: JMC

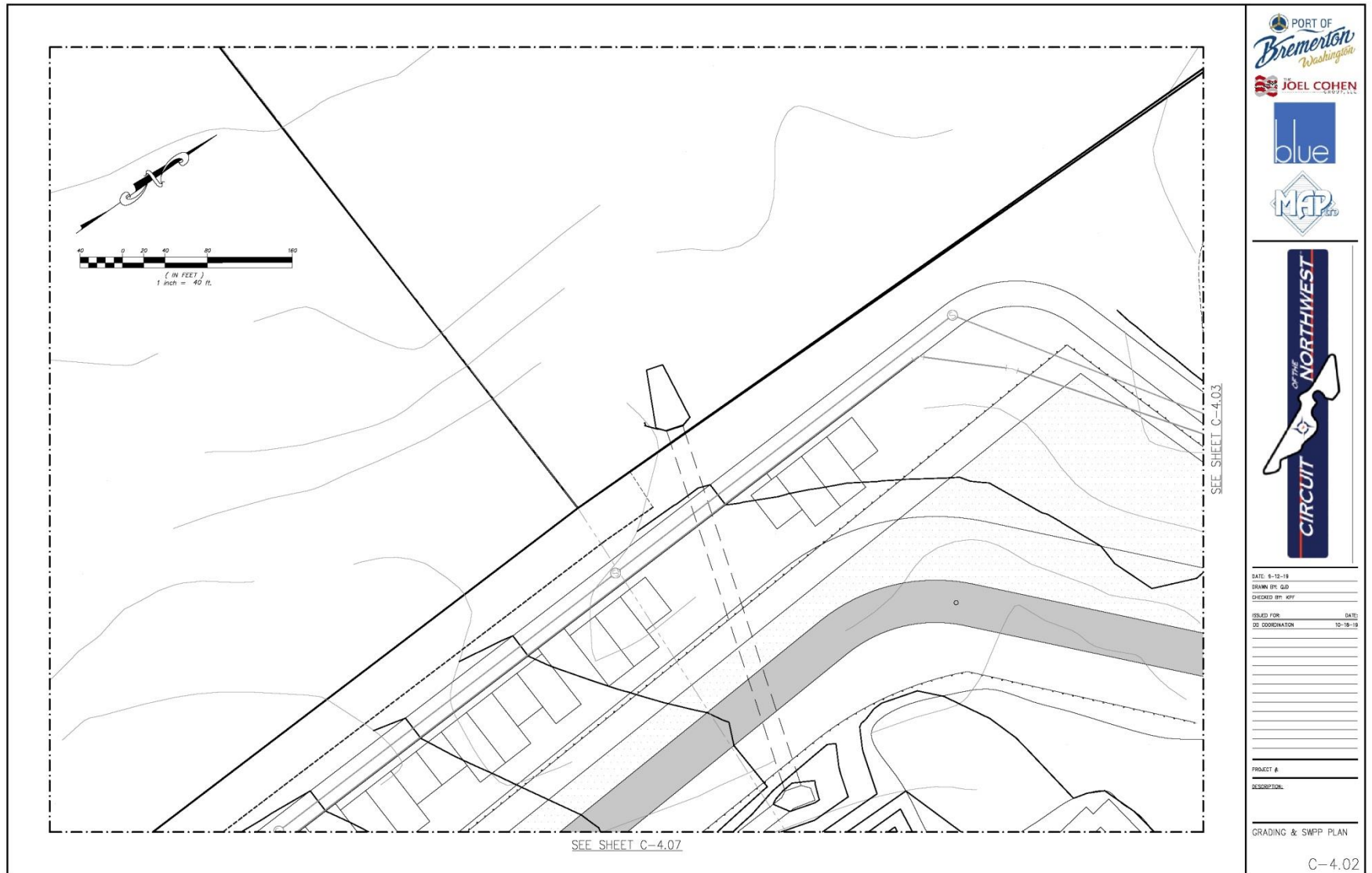
DESIGNED FOR: DATE:

PROJECT #

DESCRIPTION:

AMPHITHEATER
GRADING STUDY

Existing SD Drawings (for reference)



DATE: 8-12-18
DRAWN BY: CLO
CHECKED BY: KOF

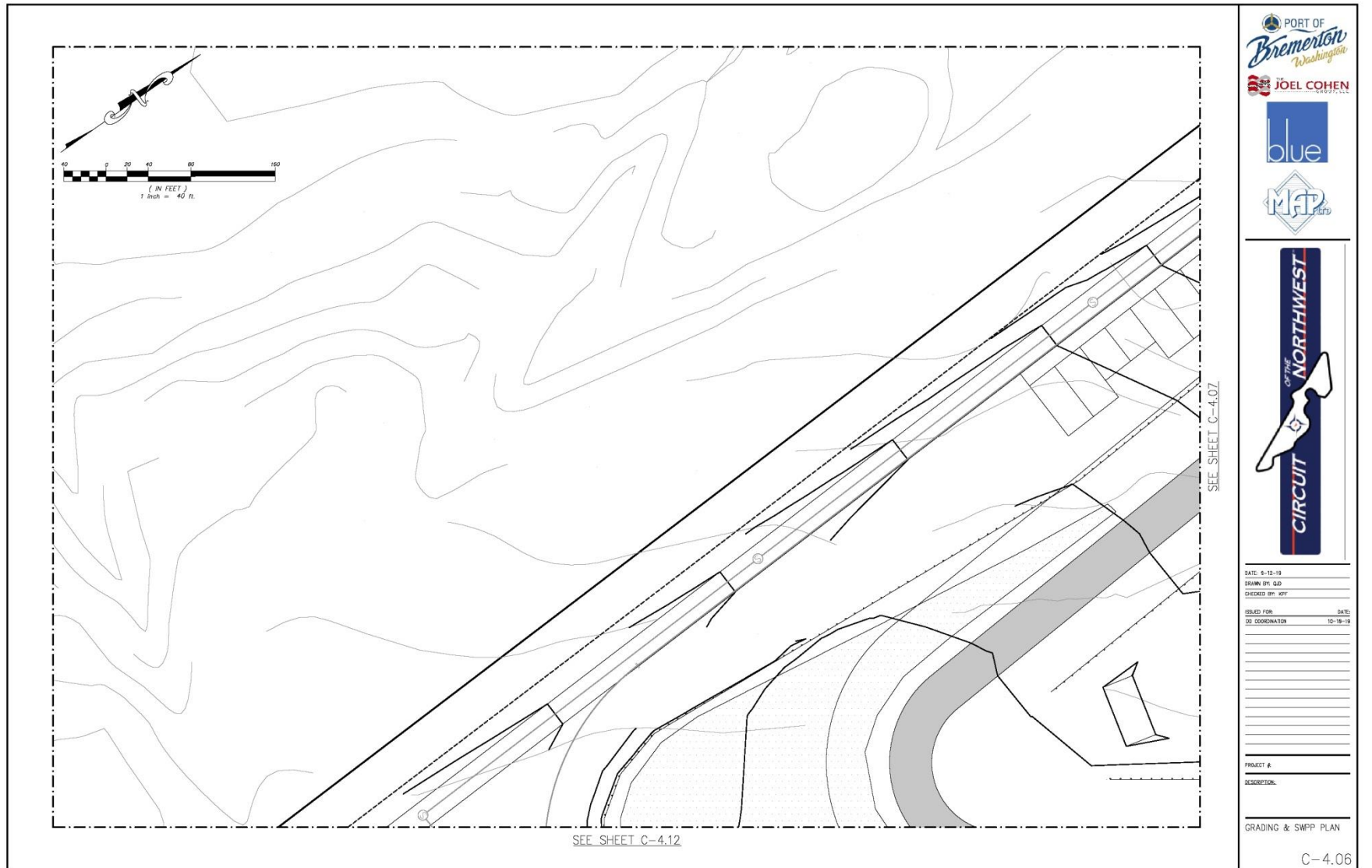
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SD COORDINATION 10-18-18

PROJECT #:
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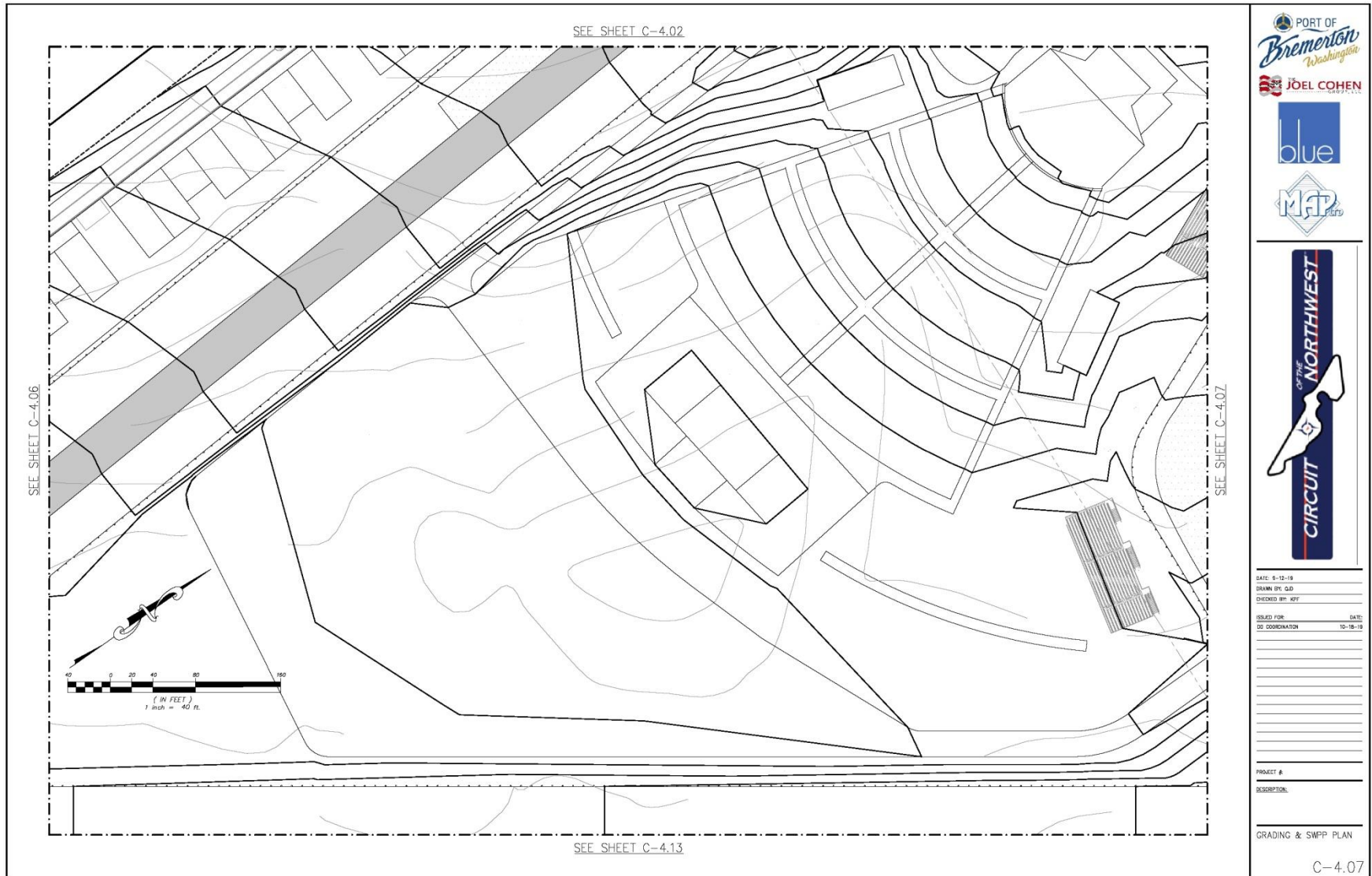
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C-4.02

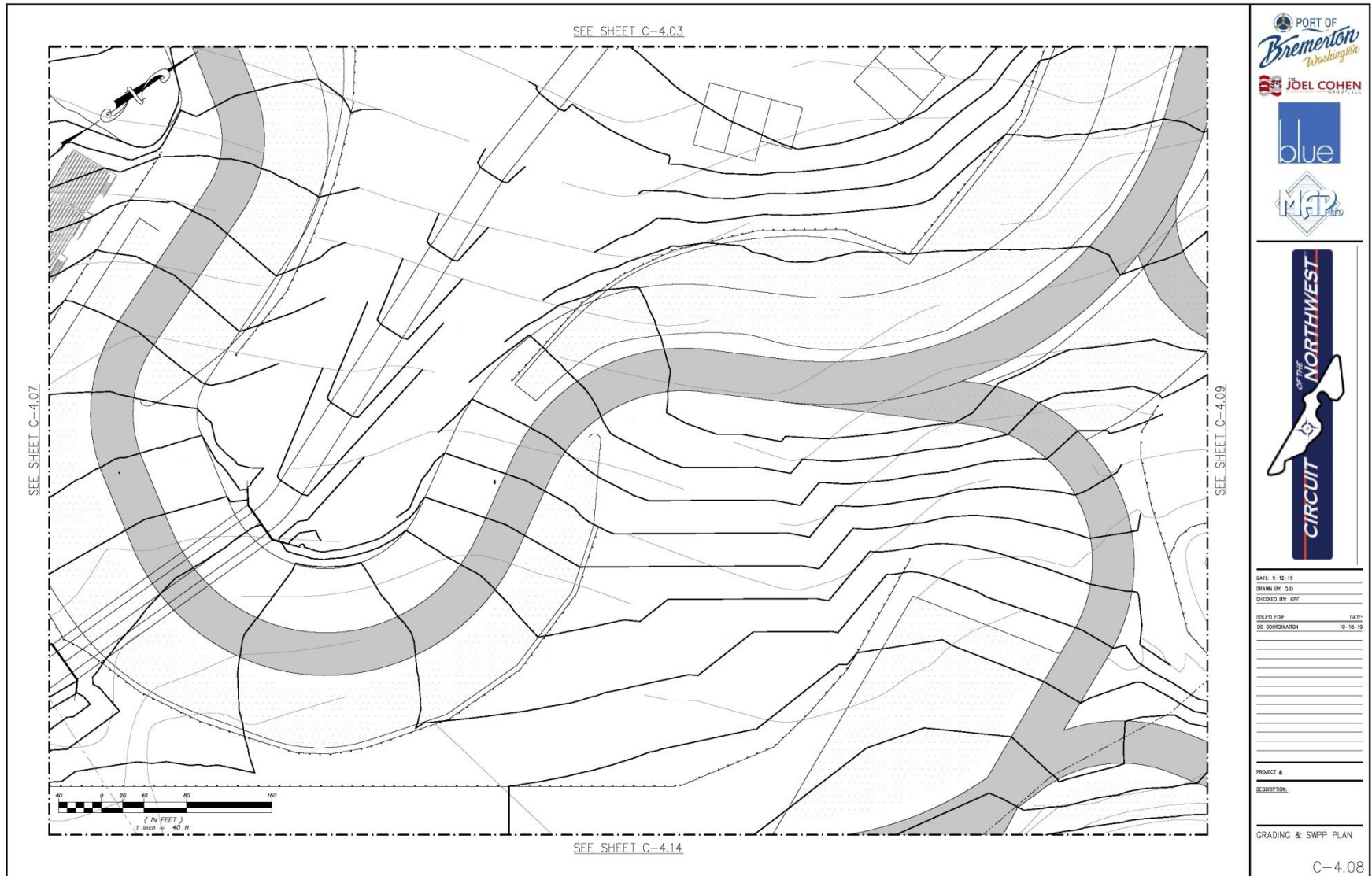
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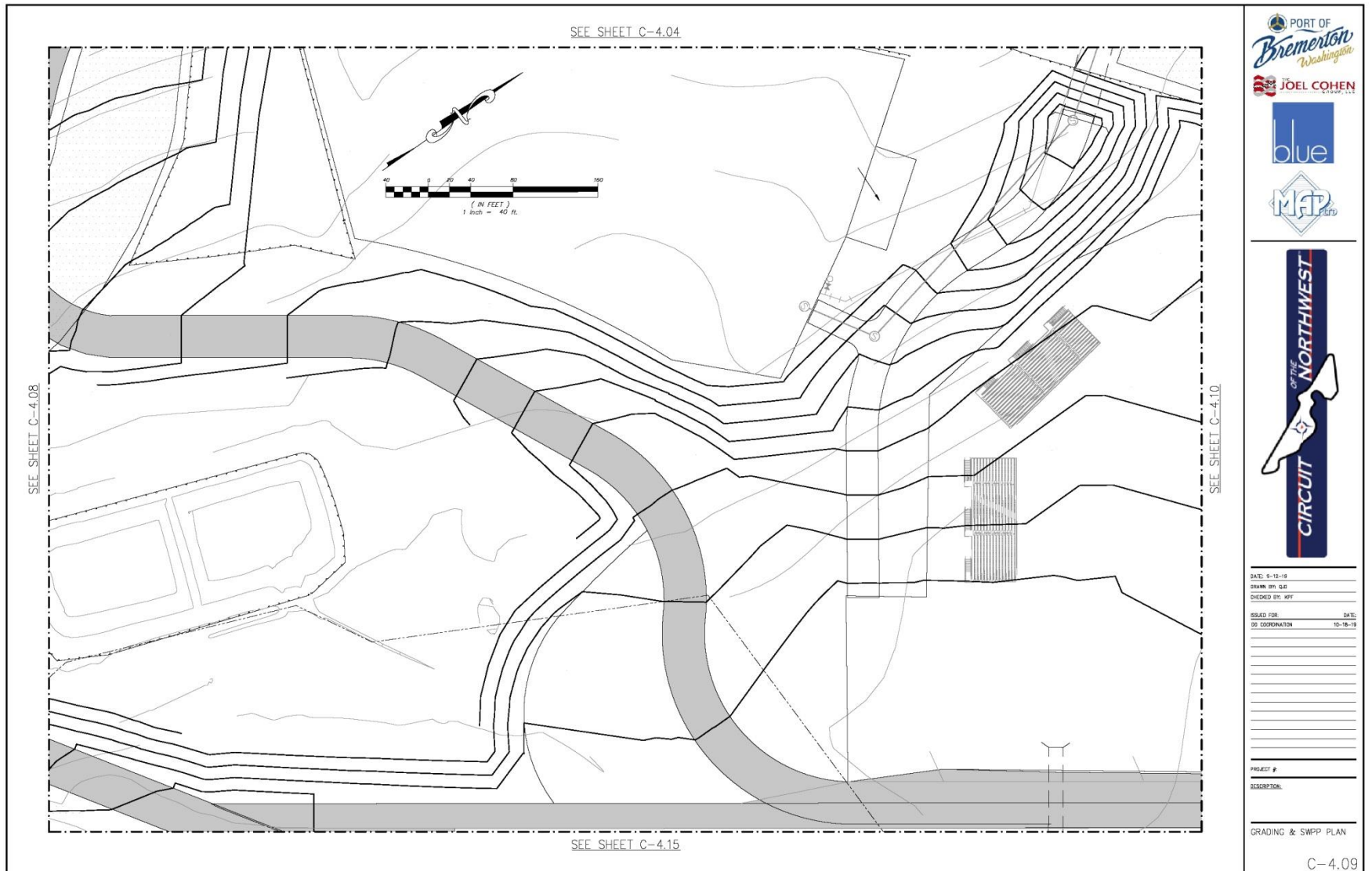
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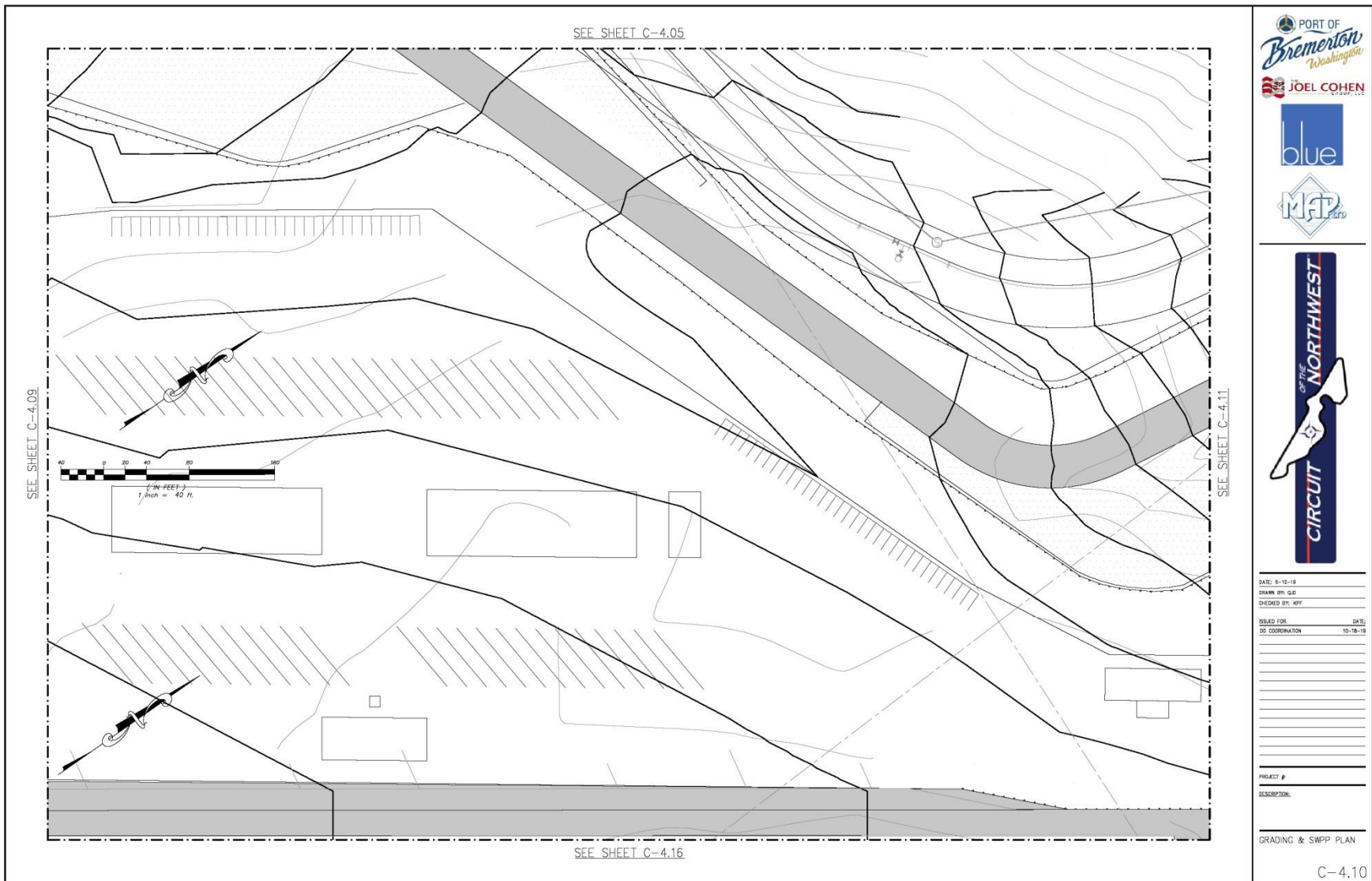
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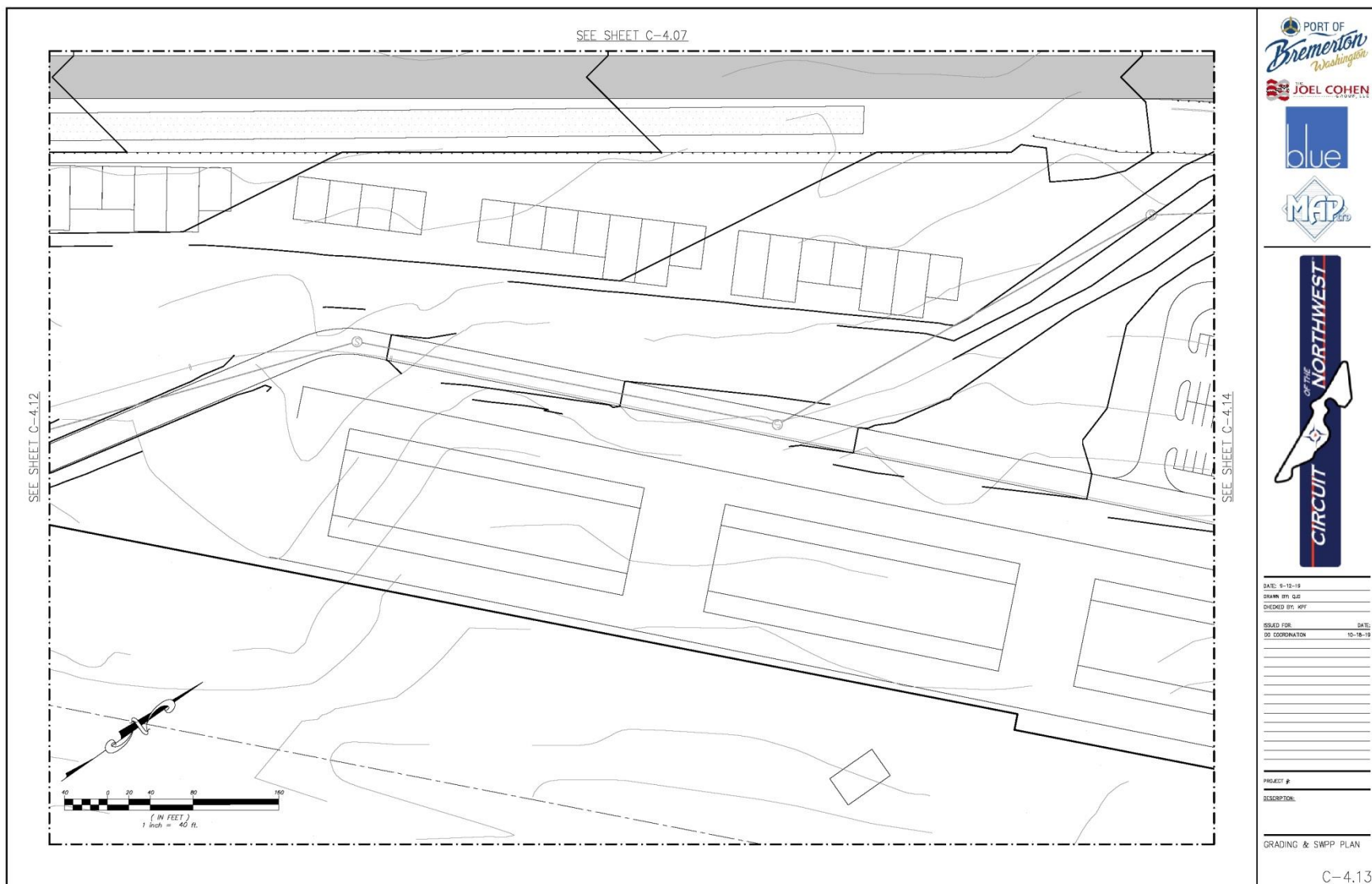
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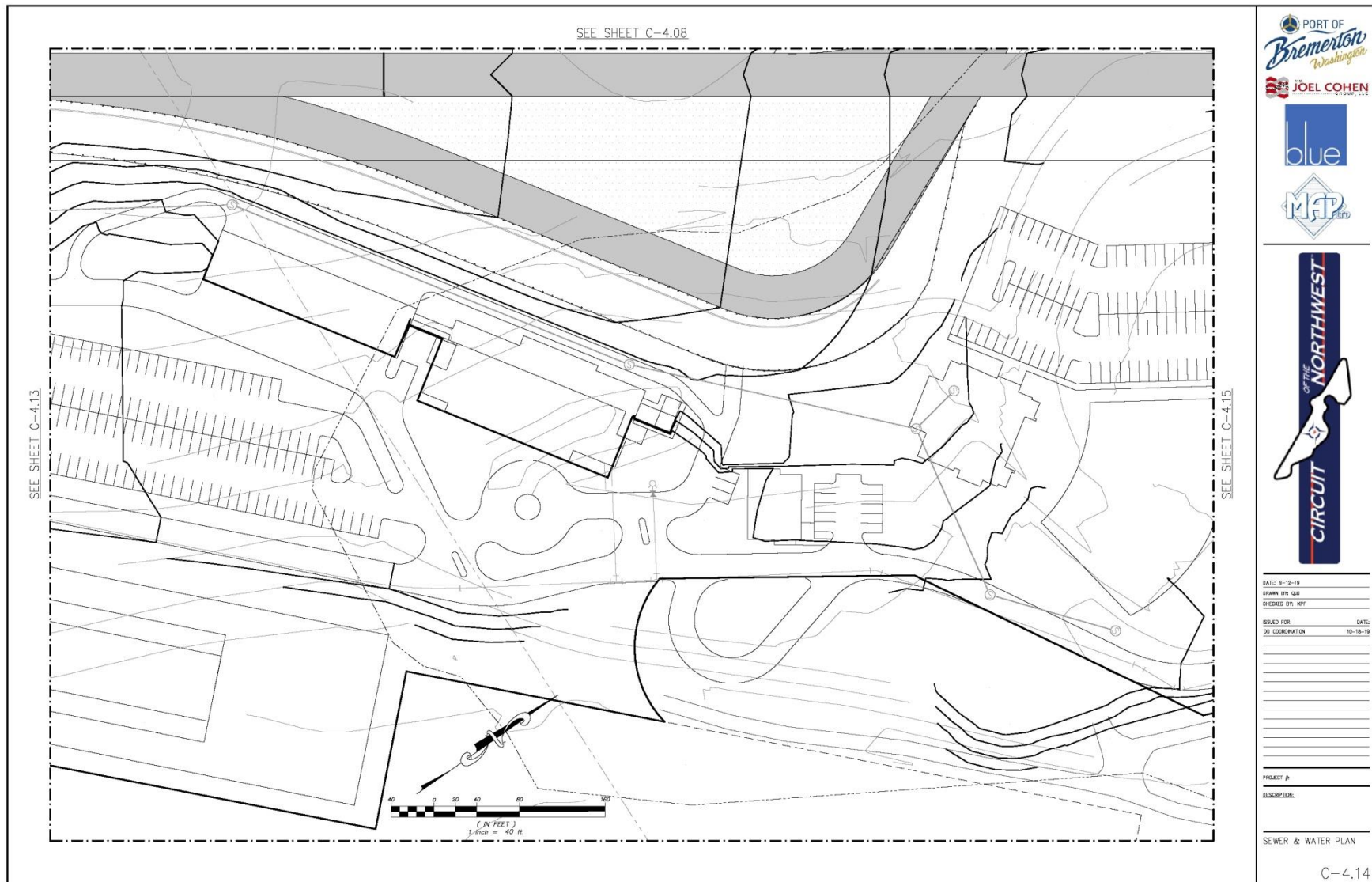
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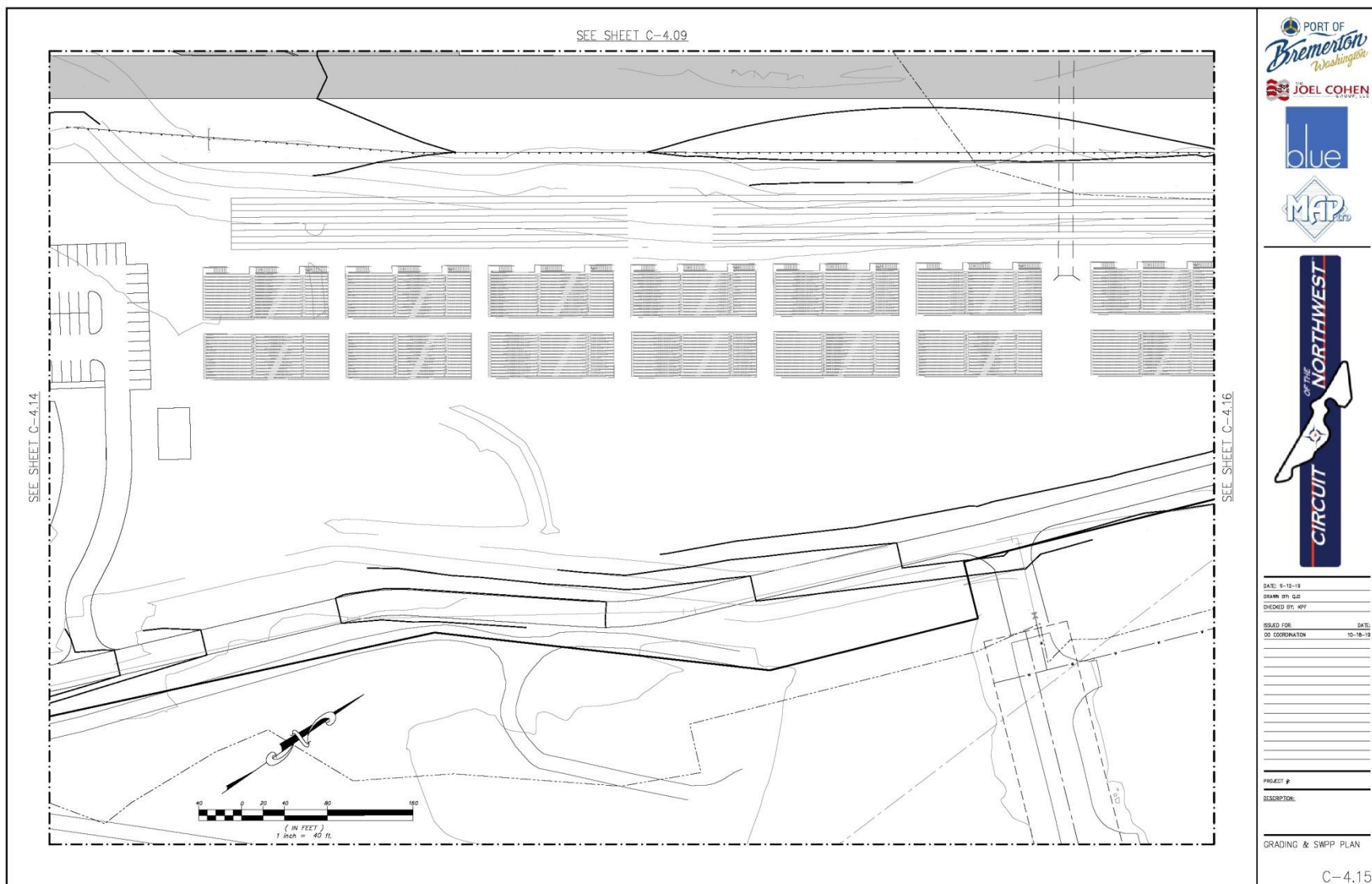
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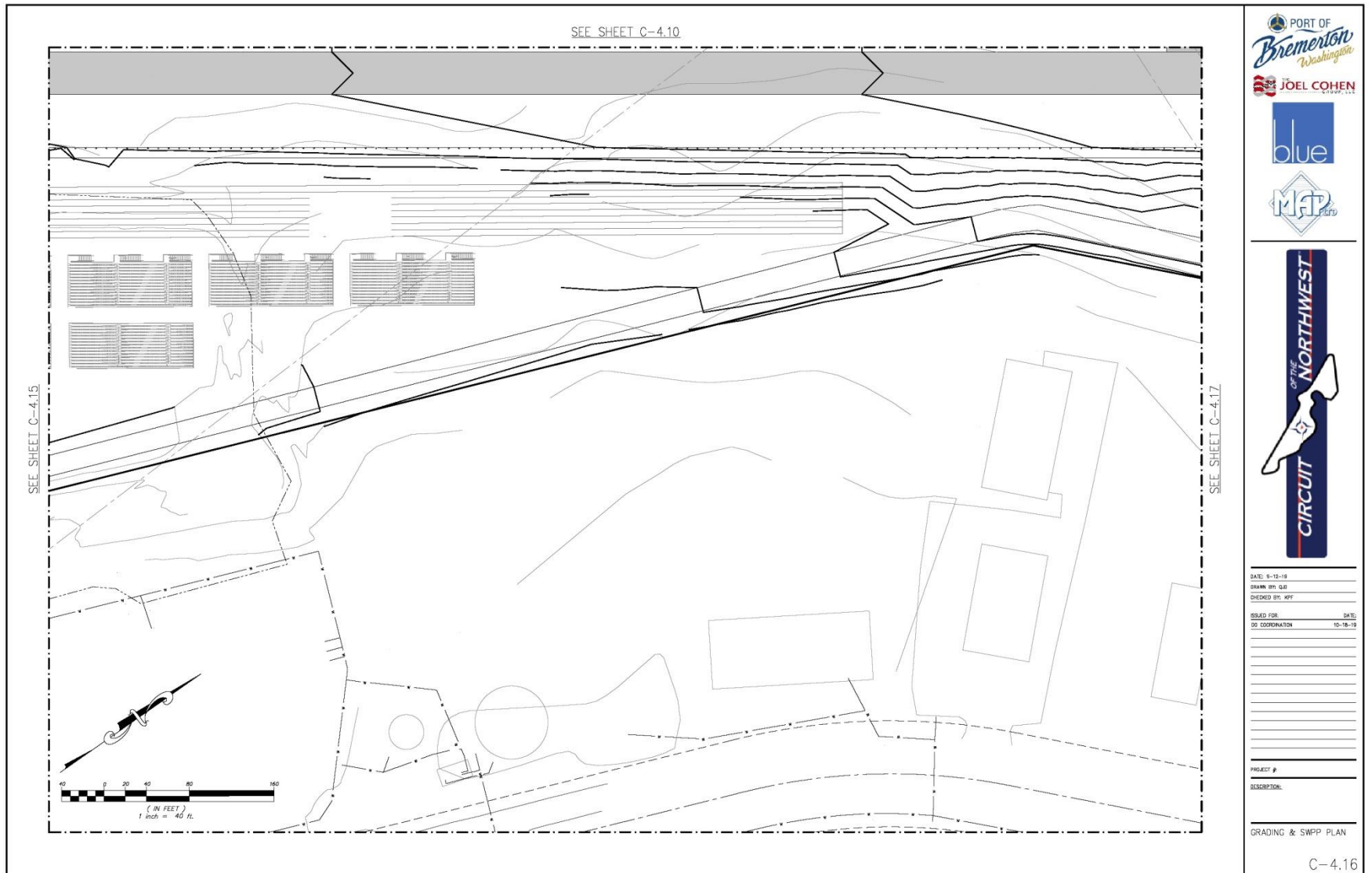
Existing SD Drawings (for reference)



Existing SD Drawings (for reference)



Existing SD Drawings (for reference)



~~SECOND~~ ~~FIRST~~ AMENDED

REGIONAL CENTER INTERLOCAL AGREEMENT

Between the Kitsap Public Facilities District and the City of Port Orchard

This **REGIONAL CENTER INTERLOCAL AGREEMENT** (the "Agreement") is made pursuant to Chapter 39.34 RCW between the City of Port Orchard, a Washington non- charter code city acting under Chapter 35A.12 RCW ("Port Orchard"), and the Kitsap Public Facilities District, a Washington special purpose district operating under Chapter 36.100 RCW (the "District").

WHEREAS, pursuant to RCW 36.100.030(1) and RCW 35.57.020, the District is authorized to acquire, construct, own, remodel, maintain, equip, repair, and operate a regional center, and pursuant to Chapter 36.100.030(2), the District may enter into interlocal agreements with other agencies to operate such facilities. For these purposes, "regional center" means a convention, conference, or special events center under RCW 35.57.020(1)(a), or any combination of facilities and related parking facilities, serving a regional population constructed after July 25, 1999, at cost of at least ten million dollars.

WHEREAS, pursuant to RCW 82.14.390, the District is entitled to receive certain local sales taxes which the District may use for the development of qualifying regional centers.

WHEREAS, the District believes it has the financial capacity to support the development of one or more new regional centers in Kitsap County and has requested proposals from public agencies for new regional centers in Kitsap County.

WHEREAS, Port Orchard has proposed a project (the "Project"), which qualifies as a regional center and which is more fully described in Attachment "A" (Project Summary), attached hereto and incorporated by reference.

WHEREAS, the District Board has completed an evaluation and review process for seven (7) new regional centers and has initially determined to proceed with further review for possible funding with several applicants.

WHEREAS, the District anticipates collaborating with Port Orchard on the development of a regional center, specifically, The South Kitsap Special Events Center, where the District's primary role would be to provide funding to create public benefits for Kitsap County.

WHEREAS, the District and Port Orchard are committed to undertaking their respective tasks in the "Agreement Tasks" attached hereto as Attachment "B." as amended and incorporated by reference.

WHEREAS, District funding is subject to an independent financial feasibility review prior to the issuance of any indebtedness or the long-term lease, purchase, or development of a regional facility pursuant to RCW 36.100.025.

WHEREAS, the City and the District previously amended the Agreement in a July 27, 2020 First Amendment and now agree to a further amendment ("Second Amendment") herein.

NOW, THEREFORE, in consideration of the mutual obligations and benefits herein, the parties agree as follows:

1. **Purpose of Agreement.** The purpose and intent of this Agreement is for Port Orchard and the District to collaborate efficiently and effectively in order for the parties to determine the feasibility of the Project and, if feasible, construct the Project with funds from Port Orchard in part and from the District in part.

2. **Port Orchard Funding Request.** Port Orchard has requested, and has been awarded by the District, funding in the amount of \$12,000,000.00 (Twelve Million Dollars) for the purposes more fully described in Attachment "A" and in accordance with the phasing in Attachment "B," as amended

3. **Port Orchard Obligations.** Port Orchard shall undertake the "Agreement Tasks", as set forth in Attachment "B", except for those assigned to the District in the attachment or this Agreement. In addition, Port Orchard shall undertake the following:

3.1 **Contract Administration.** Port Orchard shall be responsible for all aspects of the contract administration for the Agreement Tasks, which shall include, but not be limited to, advertising, bidding, awarding, and monitoring the contract(s), as generally required by any applicable RCW. However, all invoiced or out of pocket expenses related to the project, except staff salary, benefits, and overhead costs, are eligible for reimbursement. This includes but is not limited to advertising, permitting, connection fees, testing, sub-consulting, and construction.

3.2 **Reporting.** Port Orchard shall regularly (not less than quarterly) meet with the District to evaluate the progress of its Agreement Tasks. The meetings can be held remotely as needed, consistent with applicable Open Public Meetings Act (OPMA) requirements.

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3.4 **Recognition.** Port Orchard shall publicly recognize the District's contribution to the Project in a manner to be agreed upon. The District may require some identification of the Project as "Regional Center" or "Special Event Center."

4. **The District's Obligations.** The District shall undertake the tasks set forth in Attachment "B" and shall undertake the following tasks:

4.1 **Contract Administration.** The District shall be responsible for all aspects on contract administration for the Market Analysis (Task 6), Financial Viability, and Risk Assessment tasks described in Attachment "B", including advertising, bidding, awarding, and

monitoring.

4.2. Funding. The District shall fund the tasks set forth in Attachment "B" in an amount not to exceed \$12,000,000.00 (Twelve Million Dollars). The dollar amounts for each task listed in Attachment "B" are estimates for each project phase but may be shifted as needed, provided that funds allocated to Task 7 may not be used prior to proceeding with Task 7. In the event the funding remains from Tasks 1-6, these funds may be spent on subsequent Tasks. In the event the City proposes to shift or reallocate funds to different Tasks, it shall first provide written notice to the KPFD, who shall have a right of approval, not to be unreasonably withheld.

5. Process for Payment.

5.1 Accounting and Reporting. Port Orchard intends to utilize its existing accounts and fund structure to manage this project. However, Port Orchard will demonstrate the capability to separately account and report all activity, funds and expenses related to this project. All funds related to this grant will be tracked under a separate project or account number and separately reported to the PFD.

5.2 Advance Deposits. The District agrees to provide an initial payment of \$200,000 ("Initial Payment") to Port Orchard for cash flow purposes to allow Port Orchard to begin the project and process invoices that are consistent with the approved contract and subtasks in a timely manner. Port Orchard will follow the identified procedures, for seeking reimbursements for expenses in this Agreement thereafter.

5.3 Use of Funds. The funds from the District shall solely be used for the payment of invoices for the Agreement Tasks and no other purposes. Port Orchard may not reimburse itself for salary, benefits and overhead but all other out of pocket expenses related to the project are eligible for reimbursement.

5.4 Release of Funds. Port Orchard shall only release funds for the Agreement Tasks upon receipt of invoices for work performed, which work complies with the terms and conditions of the contracts for the Agreement Tasks or as specified in Task 3 of attachment B, as amended. Further, Port Orchard shall notify the District of any proposed payment for review and consent, not to be unreasonably withheld or delayed.

5.5 Increase in Consultant Contract Amounts. Port Orchard will promptly inform the District if any of the consultants/service providers inform Port Orchard that the consultant/service provider is proposing an increase in a contract sum. The District shall promptly, in its sole discretion, determine if the District's contribution to the contract sum should be increased.

5.6 Refund of District Funds. Port Orchard shall not be required to reimburse the District for the funds transmitted to Port Orchard that are either: (i) paid to a consultant/service provider; or (ii) committed to be paid to a consultant/service provider pursuant to a valid contract between Port Orchard and that consultant/service provider. Otherwise, unused funds shall be reimbursed to the District.

5.7 Port Orchard Matching Contributions. All accounting of staff time, Port Orchard expenses including consultant fees and Port Orchard contributions directly related to the project will be considered as part of the matching element of this project for District funding.

5.8 Final Accounting. Within sixty (60) days of the completion of the Assignment Tasks, Port Orchard shall provide a final written accounting of the District funds.

6. Feasibility Assessment. Performance Requirements. Conditions/Contingencies/Checkpoints. The District and Port Orchard are committed to funding the Project as set forth in this Agreement, subject to the following conditions:

6.1 Mutual Determination of Feasibility. See Attachment "B", Task 1.

6.2 Independent Feasibility Review - Department of Commerce. Irrespective of the parties' determination of feasibility as set forth above in Subsection 6.1, the District's funding commitment is subject to the statutory independent feasibility review of RCW 36.100.025. While the parties may cooperate to coordinate the reviews contemplated by subsections 6.1 and 6.2, those reviews may be conducted at different times as necessary.

6.3 Availability of Funds. This Agreement is contingent upon funding from the District. In the event that the District's expected funding payable to Port Orchard hereunder is withdrawn, reduced, limited, or not otherwise available after the effective date of this Agreement, this Agreement may be terminated by either party.

6.4 Port Orchard's Performance of its Assigned Tasks. District funding is conditioned upon Port Orchard's timely completion (as measured by the deadlines set out in Attachment "B" as amended) of its Assigned Tasks including, but not limited to, necessary property acquisition, obtaining necessary permits, and obtaining necessary funding in addition to the funding from the District.

6.5 Adoption of Operational Standards. Once the parties have determined that the Project meets applicable feasibility reviews, and before funding is committed for construction, the parties shall adopt a supplemental Interlocal Agreement addressing construction review and operational standards, replacement/reserve funding standards, reporting obligations, and any special standards applicable only to the Project, consistent with similar Interlocal Agreements with other regional center partners.

6.6 Process for Termination. In the event any of the required conditions are not satisfied, the Agreement may be terminated, by either party delivering thirty (30) days written notice to the other. The termination notice shall specify the date on which the Agreement shall terminate.

7. Notice and Project Coordinators. The following individuals are the Project Coordinators and official contacts for Port Orchard and the District. Any notice, request, approval, direction, invoice, statement, or other communication which may, or are required to be given under this Agreement, shall be in writing and shall be deemed to have been given if hand delivered, sent by a nationally recognized overnight delivery service, or if deposited

in the U.S. mail and sent by certified mail, return receipt requested, postage prepaid to the Project Coordinators:

For Port Orchard: Robert Putaansuu, Mayor
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366
Phone: 360-876-4407
Email: rputaansuu@cityofportorchard.us

For the District: Michael Walton
Executive Director
Kitsap Public Facilities District
9230 Bay Shore Drive NW, Suite 101
Silverdale, WA 98383
Phone: 360-698 1885
Email: mwalton@kitsap-pfd.org

All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

8. **Non-Assignability.** Neither party may assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the other party.

9. **Independent Governments - No Liability.** Each party is and shall remain an independent government. This Agreement does not create a partnership or other similar arrangement. The parties shall not be liable for the acts or omissions of the other party or their respective public officials, employees, or agents.

10. **Term of Agreement.** Except as otherwise stated herein, the term of this Agreement shall commence upon execution by both of the parties and shall continue until the earlier of when all Tasks have been executed or December 31, 2025. This Agreement may be reasonably extended by the parties as may be necessary to complete the Assignment Tasks, as the parties otherwise agree.

11. **Amendment.** No modification or amendment of this Agreement may be made except by a written document signed by both parties.

12. **Counterparts and Electronic Transmission.** This Agreement may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

13. **Governing Law.** This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, jurisdiction and venue shall lie exclusively in Kitsap County, Washington.

14. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

15. **Interpretation.** Each party participated in this Agreement and has had this Agreement reviewed by legal counsel. Therefore, any language herein shall not be construed against either party on the basis of which party drafted the particular language.

16. **True and Full Value.** Port Orchard and the District have each independently determined as to itself that: (i) it has the authority to enter into this Agreement; and (ii) the promises and covenants received from the other party represent "true and full value" received by it pursuant to RCW 43.09.210.

17. **Survivability.** All obligations contained herein shall survive termination until fully performed.

18. **Entire Agreement.** This Agreement, including all predicate paragraphs and exhibits which are incorporated into this Agreement, contains all of the understandings between the parties. Each party represents that no promises, representations, or commitments have been made by the other as a basis for this Agreement, which have not been reduced to writing herein. No oral promises or representations shall be binding upon any party whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a written modification of this Agreement executed by both parties.

IN WITNESS WHEREOF, Port Orchard and the District have executed this Agreement as of the date last written below.

CITY OF PORT ORCHARD

KITSAP PUBLIC FACILITIES DISTRICT

By: Robert Putaansuu
Its: Mayor
Date: _____

By: Daron Jagodzinske
Its: Chair
Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

Brian E. Lawler, District Legal Counsel

ATTACHMENT "A"

PROJECT SUMMARY/DESCRIPTION

The City of Port Orchard proposes to construct an approximately 24,000 square foot South Kitsap Community Events Center (SKCEC) building including adjacent site improvements. The SKCEC will provide a central gathering place and multi-purpose facility in downtown Port Orchard that will support a multitude of functions for local and regional use. The facility will house our Regional Library branch and support large events such as galas, community festivals, conferences, concerts, service group meetings and more. The project will also support the redevelopment of the shoreline area with pedestrian and water access. The facility will include a catering kitchen and other amenities to support events requiring food service. The project will serve as a centerpiece of a much larger redevelopment project that includes parking, office, commercial, retail, and residential development.

ATTACHMENT "B"
AGREEMENT TASKS - COMMUNITY EVENT CENTER (CEC) CITY
OF PORT ORCHARD-KITSAP PUBLIC FACILITIES DISTRICT
(WITH- ESTIMATED BUDGETS AND TIMING)

The following tasks shall be undertaken by, and will be the responsibility of, the City of Port Orchard, -unless otherwise noted.

Task 1. Consultant Selection and Contract. \$0 (8 months (from December 2019))

Task 1.1. City's Consultant Selection - RCW 39.80 Architectural and Engineering Services - Request for Qualifications.

Deliverable 1.1. Professional services contract. The consultant selection will be made for all project phases. The contract will be phased as each subsequent scope of work is developed based on the results of previous tasks. The contract(s) will be approved in phases. The District reserves the right to review and approve the City's selection of consultants, such approval not to be unreasonably withheld.

Task 2. Project Management, Planning, Outreach, Design, and Cost Estimates. \$400,000 (16 Months)

Task 2.1. Prepare draft management plan.

Deliverable 2.1. Draft Management Plan.

Task 2.2. Draft Goals and Objectives.

Deliverable 2.2. Establish written project goals and objectives for the SKCEC including user identification.

Task 2.3. Initiate public outreach, prepare draft concept plan, and draft space programming.

Deliverable 2.3. Draft Concept Plan and Space Programming Report.

Task 2.4. Space Programing and Needs Assessment.

Deliverable 2.4. Preliminary Space Programming and Needs Report.

Task 2.5. Analyze sites and select preferred location.

Deliverable 2.5. Evaluate 3 sites for SKCEC construction consideration and prepare design schemes for each site. Prepare report with alternatives for City Council decision on site selection.

Task 2.6. Prepare Market Analysis, Financial Viability, and Risk Assessment for preferred site.

Deliverable 2.6. Feasibility Report.

Task 2.7. Perform additional public outreach for preferred alternative.

Deliverable 2.7. Summary of public input.

Task 2.8. Finalize Space Programming and Needs Assessment.

Deliverable 2.8. Provide preliminary SKCEC monetary operational feasibility report and final space programming report.

Task 2.9. Preferred Alternative Site Analysis.

Deliverable 2.9. Prepare technical report(s) to inform architectural and site design. This may include (depending on site selection) a geotechnical report, phase 2 environmental assessment, biological evaluation, topographic survey, archeological and cultural resources report, and shorelines mitigation and engineering report.

Task 2.10. Property Ownership/Master Plan.

Deliverable 2.10. Provide information to City consultant concerning downtown master plan. Assist the City to determine SKCEC property and building ownership.

Task 2.11. Schematic Design.

Deliverable 2.11. Provide preliminary schematic design to 25%. Prepare project cost estimates and scope of work for subsequent task(s).

Task 2.12. City Council Action. City to review all deliverables and decide whether to accept additional \$600,000 (estimated) for Task 4.

Task 3. Property Acquisition. \$1,000,000

Task 3.1. Acquire property from Kitsap Bank for the Project for \$2.5 M with funding of \$1.2 M from the Washington State Department of Commerce; \$1.0 M from the District; and \$300,000 from the City.

.Deliverables for release of funding from District.

- Signed purchase and sale agreement with Kitsap Bank for a not to exceed purchase price of \$2.5 M;
- Assignment of DNR lease from Kitsap Bank, including any assignment approval from DNR;
- Satisfaction of all conditions for \$1.2 M Department of Commerce Grant, as set forth in June 21, 2021. Email from Beth Robinson to Nick Bond, City of Port Orchard;
- Availability of at least \$300,000 in City funds;
- Establishment of closing escrow;
- NOTE: The District shall deposit funds into closing escrow with instructions that if for any reason, the purchase of the Kitsap Bank property does not close, the District funds are to be returned to the District.

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Task 4. Prepare 60% Design Development, Cost Estimates, and Shoreline Permit Submittal. \$600,000 (estimated) (9-12 Months)

Task 4.1. Prepare 60% Design Development (DD) plans and Shoreline Development Phasing Plan (SDPP).

Deliverable 3.1. 60% Design Development (DD) Plans for site improvements and building, finalize reports from Task 2.2. Develop SDPP [Phase 1 CEC building and landscape/hardscape, Phase 2 shoreline restoration, Phase 3 overwater structure(s)]. Finalize all technical reports. Prepare Environmental Checklist. Prepare Traffic Impact Analysis/Parking Analysis. Prepare complete application for Shoreline Substantial Development Permit (and Shoreline Variance if required).

Task 4.2. Cost Estimates.

Deliverable 3.2. Consultant to provide cost estimates for completion of plans, specifications and bid documents for three phases of project and for construction of each phase of project.

Task 4.3. Operations and Maintenance Costs and Responsibilities.

Deliverable 3.3. Determine estimated facility operating costs and tenant responsibilities. Work with partners to identify operational cost responsibilities.

Task 4 City Council Action: City to review plans and funding requirements with any project partners and decide whether to accept additional \$1,500,000 (estimated) for Tasks 4 and 5.

~~Task 4.1. Acquire any needed property or easements.~~

~~Deliverable 4.1. Property or easements as needed.~~

Task 5. Shoreline Permits, 100% Ad Ready Construction Documents (PS&E) and Complete Applications for Development. \$500,000 (estimated) (6-12 months)

Task 5.1. Prepare Shoreline Substantial Development Permit (SSDP) application, submit, and provide support.

Deliverable 5.1. Attend meetings and provide support for (SSDP) application.

Task 5.2. Prepare 100% ad ready construction documents (PS&E) for each phase of the approved shoreline phasing plan (CEC, over water structures (such as a pier), Shoreline Restoration).

Deliverable 5.2. 100% ad ready construction documents (PS&E).

Task 5.3. Prepare complete applications for building permits, land disturbing activity permits (LDAP), and stormwater drainage permits (SDP). Prepare and file JARPA application.

Deliverable 5.3. Complete application submittal packages.

Task 5.4. Prepare plans for any offsite Improvements (if required under SEPA, SSDP, or as conditions of other permit approvals).

Deliverable 5.4. Provide permit application submittal packets for offsite improvements.

Task 5 City Council Action: City to review plans and funding requirements with project

partners and decide whether to accept additional funds for Task 7. The City and its partners shall raise the remaining funds or secure commitments for the full funding of Task 7 prior to accessing additional KPFD funds.

Task 6. Market Analysis, Financial Viability, and Risk Assessment in accordance with KPFD guidelines (KPFD to select).

Deliverable 6. KPFD's portion of the feasibility study report.

Task 7. Secure Funding for Construction and Term Financing - As an alternative to the KPFD issuing bonds to cover the remaining \$9.5M commitment.

Task 7.1. KPFD commits percentage of sales tax rebate revenue sufficient to fund required debt service coverage based on issuer's credit rating.

Deliverable 7.1. KPFD commitment of sales tax rebate revenue to satisfy bonding requirements.

Task 7.2. Identify debt issuing entity.

Deliverable 7.2. City, County, or Port of Bremerton identified as debt issuer.

Task 7.3. Quantify debt service needs and costs based on borrowing entity and structure.

Deliverable 7.3. Construction draw schedule, term debt service schedule, interest costs and other financing costs.

Task 7.4. Define borrowing structure.

Deliverable 7.4. Define timing and borrowing amounts needed to fund construction, needed amortization of term financing and any pledges to enhance credit of debt issuance to reduce interest costs.

(Note: A binding commitment of sales tax rebate revenue will be necessary to quantify the amount of debt that can be issued. This amount should be set based on estimated required debt service coverage plus some allowance for changes in interest rates from current rates. Should the borrower require less than the committed amount, the commitment amount shall then be reduced to match the final required debt service coverage.)

Task 7.5. Borrowing entity secures financing at lowest true interest cost (TIC) available in the market.

Deliverable 7.5. Borrowing entity issues debt or obtains binding commitment for debt placement.
Comment: Borrower should evaluate either public debt issuance or commitment from private purchaser.

Task 8. CEC (excludes shoreline restoration and overwater structures) Project Management, Bid Support/Bid Award, Construction Administration/Construction Management, A&E Support, Construction. \$16,000,000 to \$20,000,000 (\$9,500,000 of Task 8 cost from KPFD)

Task 8.1. Project management

Deliverable 8.1. Overall project management and oversight.

Task 8.2. Bid support/Bid award

Deliverable 8.2. A&E of record provides bid support (requests for information responses, construction document amendments, bid tabulations, etc.)

Task 8.3. Construction administration/Construction management

Deliverable 8.3. Daily inspection reports, documentation as required, scheduling, certified payrolls, progress billing approval, etc.)

Task 8.4. A&E support

Deliverable 8.4. A&E of record to provide technical assistance and direction during construction.

Task 8.5. CEC construction phase.

Deliverable 8.5. Construction contract.

Task 8.6. Miscellaneous.

Deliverables 8.6. Required connection fees, impact fees and permit fees paid. Construction staking, surveying, materials testing, special inspections provided.

Task 9. City to Complete Shoreline Restoration and Overwater Structures (No further KPFD involvement)

**SECOND AMENDED
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3.4 **Recognition.** Port Orchard shall publicly recognize the District's contribution to the Project in a manner to be agreed upon. The District may require some identification of the Project as "Regional Center" or "Special Event Center."

4. **The District's Obligations.** The District shall undertake the tasks set forth in Attachment "B" and shall undertake the following tasks:

4.1 **Contract Administration.** The District shall be responsible for all aspects on contract administration for the Market Analysis (Task 6), Financial Viability, and Risk Assessment tasks described in Attachment "B", including advertising, bidding, awarding, and

monitoring.

4.2. Funding. The District shall fund the tasks set forth in Attachment "B" in an amount not to exceed \$12,000,000.00 (Twelve Million Dollars). The dollar amounts for each task listed in Attachment "B" are estimates for each project phase but may be shifted as needed, provided that funds allocated to Task 7 may not be used prior to proceeding with Task 7. In the event the funding remains from Tasks 1-6, these funds may be spent on subsequent Tasks. In the event the City proposes to shift or reallocate funds to different Tasks, it shall first provide written notice to the KPFD, who shall have a right of approval, not to be unreasonably withheld.

5. Process for Payment.

5.1 Accounting and Reporting. Port Orchard intends to utilize its existing accounts and fund structure to manage this project. However, Port Orchard will demonstrate the capability to separately account and report all activity, funds and expenses related to this project. All funds related to this grant will be tracked under a separate project or account number and separately reported to the PFD.

5.2 Advance Deposits. The District agrees to provide an initial payment of \$200,000 ("Initial Payment") to Port Orchard for cash flow purposes to allow Port Orchard to begin the project and process invoices that are consistent with the approved contract and subtasks in a timely manner. Port Orchard will follow the identified procedures, for seeking reimbursements for expenses in this Agreement thereafter.

5.3 Use of Funds. The funds from the District shall solely be used for the payment of invoices for the Agreement Tasks and no other purposes. Port Orchard may not reimburse itself for salary, benefits and overhead but all other out of pocket expenses related to the project are eligible for reimbursement.

5.4 Release of Funds. Port Orchard shall only release funds for the Agreement Tasks upon receipt of invoices for work performed, which work complies with the terms and conditions of the contracts for the Agreement Tasks or as specified in Task 3 of attachment B, as amended. Further, Port Orchard shall notify the District of any proposed payment for review and consent, not to be unreasonably withheld or delayed.

5.5 Increase in Consultant Contract Amounts. Port Orchard will promptly inform the District if any of the consultants/service providers inform Port Orchard that the consultant/service provider is proposing an increase in a contract sum. The District shall promptly, in its sole discretion, determine if the District's contribution to the contract sum should be increased.

5.6 Refund of District Funds. Port Orchard shall not be required to reimburse the District for the funds transmitted to Port Orchard that are either: (i) paid to a consultant/service provider; or (ii) committed to be paid to a consultant/service provider pursuant to a valid contract between Port Orchard and that consultant/service provider. Otherwise, unused funds shall be reimbursed to the District.

5.7 Port Orchard Matching Contributions. All accounting of staff time, Port Orchard expenses including consultant fees and Port Orchard contributions directly related to the project will be considered as part of the matching element of this project for District funding.

5.8 Final Accounting. Within sixty (60) days of the completion of the Assignment Tasks, Port Orchard shall provide a final written accounting of the District funds.

6. Feasibility Assessment. Performance Requirements. Conditions/Contingencies/Checkpoints. The District and Port Orchard are committed to funding the Project as set forth in this Agreement, subject to the following conditions:

6.1 Mutual Determination of Feasibility. See Attachment "B", Task 1.

6.2 Independent Feasibility Review - Department of Commerce. Irrespective of the parties' determination of feasibility as set forth above in Subsection 6.1, the District's funding commitment is subject to the statutory independent feasibility review of RCW 36.100.025. While the parties may cooperate to coordinate the reviews contemplated by subsections 6.1 and 6.2, those reviews may be conducted at different times as necessary.

6.3 Availability of Funds. This Agreement is contingent upon funding from the District. In the event that the District's expected funding payable to Port Orchard hereunder is withdrawn, reduced, limited, or not otherwise available after the effective date of this Agreement, this Agreement may be terminated by either party.

6.4 Port Orchard's Performance of its Assigned Tasks. District funding is conditioned upon Port Orchard's timely completion (as measured by the deadlines set out in Attachment "B" as amended) of its Assigned Tasks including, but not limited to, necessary property acquisition, obtaining necessary permits, and obtaining necessary funding in addition to the funding from the District.

6.5 Adoption of Operational Standards. Once the parties have determined that the Project meets applicable feasibility reviews, and before funding is committed for construction, the parties shall adopt a supplemental Interlocal Agreement addressing construction review and operational standards, replacement/reserve funding standards, reporting obligations, and any special standards applicable only to the Project, consistent with similar Interlocal Agreements with other regional center partners.

6.6 Process for Termination. In the event any of the required conditions are not satisfied, the Agreement may be terminated, by either party delivering thirty (30) days written notice to the other. The termination notice shall specify the date on which the Agreement shall terminate.

7. Notice and Project Coordinators. The following individuals are the Project Coordinators and official contacts for Port Orchard and the District. Any notice, request, approval, direction, invoice, statement, or other communication which may, or are required to be given under this Agreement, shall be in writing and shall be deemed to have been given if hand delivered, sent by a nationally recognized overnight delivery service, or if deposited

in the U.S. mail and sent by certified mail, return receipt requested, postage prepaid to the Project Coordinators:

For Port Orchard: Robert Putaansuu, Mayor
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366
Phone: 360-876-4407
Email: rputaansuu@cityofportorchard.us

For the District: Michael Walton
Executive Director
Kitsap Public Facilities District
9230 Bay Shore Drive NW, Suite 101
Silverdale, WA 98383
Phone: 360-698 1885
Email: mwalton@kitsap-pfd.org

All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

8. **Non-Assignability.** Neither party may assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the other party.

9. **Independent Governments - No Liability.** Each party is and shall remain an independent government. This Agreement does not create a partnership or other similar arrangement. The parties shall not be liable for the acts or omissions of the other party or their respective public officials, employees, or agents.

10. **Term of Agreement.** Except as otherwise stated herein, the term of this Agreement shall commence upon execution by both of the parties and shall continue until the earlier of when all Tasks have been executed or December 31, 2025. This Agreement may be reasonably extended by the parties as may be necessary to complete the Assignment Tasks, as the parties otherwise agree.

11. **Amendment.** No modification or amendment of this Agreement may be made except by a written document signed by both parties.

12. **Counterparts and Electronic Transmission.** This Agreement may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

13. **Governing Law.** This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, jurisdiction and venue shall lie exclusively in Kitsap County, Washington.

14. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

15. **Interpretation.** Each party participated in this Agreement and has had this Agreement reviewed by legal counsel. Therefore, any language herein shall not be construed against either party on the basis of which party drafted the particular language.

16. **True and Full Value.** Port Orchard and the District have each independently determined as to itself that: (i) it has the authority to enter into this Agreement; and (ii) the promises and covenants received from the other party represent "true and full value" received by it pursuant to RCW 43.09.210.

17. **Survivability.** All obligations contained herein shall survive termination until fully performed.

18. **Entire Agreement.** This Agreement, including all predicate paragraphs and exhibits which are incorporated into this Agreement, contains all of the understandings between the parties. Each party represents that no promises, representations, or commitments have been made by the other as a basis for this Agreement, which have not been reduced to writing herein. No oral promises or representations shall be binding upon any party whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a written modification of this Agreement executed by both parties.

IN WITNESS WHEREOF, Port Orchard and the District have executed this Agreement as of the date last written below.

CITY OF PORT ORCHARD

KITSAP PUBLIC FACILITIES DISTRICT

By: Robert Putaansuu
Its: Mayor
Date: _____

By: Daron Jagodzinske
Its: Chair
Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

Brian E. Lawler, District Legal Counsel

ATTACHMENT "A"

PROJECT SUMMARY/DESCRIPTION

The City of Port Orchard proposes to construct an approximately 24,000 square foot South Kitsap Community Events Center (SKCEC) building including adjacent site improvements. The SKCEC will provide a central gathering place and multi-purpose facility in downtown Port Orchard that will support a multitude of functions for local and regional use. The facility will house our Regional Library branch and support large events such as galas, community festivals, conferences, concerts, service group meetings and more. The project will also support the redevelopment of the shoreline area with pedestrian and water access. The facility will include a catering kitchen and other amenities to support events requiring food service. The project will serve as a centerpiece of a much larger redevelopment project that includes parking, office, commercial, retail, and residential development.

ATTACHMENT "B"
AGREEMENT TASKS - COMMUNITY EVENT CENTER (CEC) CITY
OF PORT ORCHARD-KITSAP PUBLIC FACILITIES DISTRICT
(WITH ESTIMATED BUDGETS AND TIMING)

The following tasks shall be undertaken by, and will be the responsibility of, the City of Port Orchard, unless otherwise noted.

Task 1. Consultant Selection and Contract. \$0 (8 months (from December 2019))

Task 1.1. City's Consultant Selection - RCW 39.80 Architectural and Engineering Services - Request for Qualifications.

Deliverable 1.1. Professional services contract. The consultant selection will be made for all project phases. The contract will be phased as each subsequent scope of work is developed based on the results of previous tasks. The contract(s) will be approved in phases. The District reserves the right to review and approve the City's selection of consultants, such approval not to be unreasonably withheld.

Task 2. Project Management, Planning, Outreach, Design, and Cost Estimates. \$400,000 (16 Months)

Task 2.1. Prepare draft management plan.

Deliverable 2.1. Draft Management Plan.

Task 2.2. Draft Goals and Objectives.

Deliverable 2.2. Establish written project goals and objectives for the SKCEC including user identification.

Task 2.3. Initiate public outreach, prepare draft concept plan, and draft space programming.

Deliverable 2.3. Draft Concept Plan and Space Programming Report.

Task 2.4. Space Programming and Needs Assessment.

Deliverable 2.4. Preliminary Space Programming and Needs Report.

Task 2.5. Analyze sites and select preferred location.

Deliverable 2.5. Evaluate 3 sites for SKCEC construction consideration and prepare design schemes for each site. Prepare report with alternatives for City Council decision on site selection.

Task 2.6. Prepare Market Analysis, Financial Viability, and Risk Assessment for preferred site.

Deliverable 2.6. Feasibility Report.

Task 2.7. Perform additional public outreach for preferred alternative.

Deliverable 2.7. Summary of public input.

Task 2.8. Finalize Space Programming and Needs Assessment.

Deliverable 2.8. Provide preliminary SKCEC monetary operational feasibility report and final space programming report.

Task 2.9. Preferred Alternative Site Analysis.

Deliverable 2.9. Prepare technical report(s) to inform architectural and site design. This may include (depending on site selection) a geotechnical report, phase 2 environmental assessment, biological evaluation, topographic survey, archeological and cultural resources report, and shorelines mitigation and engineering report.

Task 2.10. Property Ownership/Master Plan.

Deliverable 2.10. Provide information to City consultant concerning downtown master plan. Assist the City to determine SKCEC property and building ownership.

Task 2.11. Schematic Design.

Deliverable 2.11. Provide preliminary schematic design to 25%. Prepare project cost estimates and scope of work for subsequent task(s).

Task 2.12. City Council Action. City to review all deliverables and decide whether to accept additional \$600,000 (estimated) for Task 4.

Task 3. Property Acquisition. \$1,000,000

Task 3.1. Acquire property from Kitsap Bank for the Project for \$2.5 M with funding of \$1.2 M from the Washington State Department of Commerce; \$1.0 M from the District; and \$300,000 from the City.

.Deliverables for release of funding from District.

- Signed purchase and sale agreement with Kitsap Bank for a not to exceed purchase price of \$2.5 M;
- Assignment of DNR lease from Kitsap Bank, including any assignment approval from DNR.
- Satisfaction of all conditions for \$1.2 M Department of Commerce Grant, as set forth in June 21, 2021. Email from Beth Robinson to Nick Bond, City of Port Orchard.
- Availability of at least \$300,000 in City funds.
- Establishment of closing escrow.
- NOTE; The District shall deposit funds into closing escrow with instructions that if for any reason, the purchase of the Kitsap Bank property does not close, the District funds are to be returned to the District.

Task 4. Prepare 60% Design Development, Cost Estimates, and Shoreline Permit Submittal. \$600,000 (estimated) (9-12 Months)

Task 4.1. Prepare 60% Design Development (DD) plans and Shoreline Development Phasing Plan (SDPP).

Deliverable 3.1. 60% Design Development (DD) Plans for site improvements and building, finalize reports from Task 2.2. Develop SDPP [Phase 1 CEC building and landscape/hardscape, Phase 2 shoreline restoration, Phase 3 overwater structure(s)]. Finalize all technical reports. Prepare Environmental Checklist. Prepare Traffic Impact Analysis/Parking Analysis. Prepare complete application for Shoreline Substantial Development Permit (and Shoreline Variance if required).

Task 4.2. Cost Estimates.

Deliverable 3.2. Consultant to provide cost estimates for completion of plans, specifications and bid documents for three phases of project and for construction of each phase of project.

Task 4.3. Operations and Maintenance Costs and Responsibilities.

Deliverable 3.3. Determine estimated facility operating costs and tenant responsibilities. Work with partners to identify operational cost responsibilities.

Task 4 City Council Action: City to review plans and funding requirements with any project partners and decide whether to accept additional \$1,500,000 (estimated) for Tasks 4 and 5.

Task 5. Shoreline Permits, 100% Ad Ready Construction Documents (PS&E) and Complete Applications for Development. \$500,000 (estimated) (6-12 months)

Task 5.1. Prepare Shoreline Substantial Development Permit (SSDP) application, submit, and provide support.

Deliverable 5.1. Attend meetings and provide support for (SSDP) application.

Task 5.2. Prepare 100% ad ready construction documents (PS&E) for each phase of the approved shoreline phasing plan (CEC, over water structures (such as a pier), Shoreline Restoration).

Deliverable 5.2. 100% ad ready construction documents (PS&E).

Task 5.3. Prepare complete applications for building permits, land disturbing activity permits (LDAP), and stormwater drainage permits (SDP). Prepare and file JARPA application.

Deliverable 5.3. Complete application submittal packages.

Task 5.4. Prepare plans for any offsite Improvements (if required under SEPA, SSDP, or as conditions of other permit approvals).

Deliverable 5.4. Provide permit application submittal packets for offsite improvements.

Task 5 City Council Action: City to review plans and funding requirements with project partners and decide whether to accept additional funds for Task 7. The City and its partners shall raise the remaining funds or secure commitments for the full funding of Task 7 prior to accessing additional KPFD funds.

Task 6. Market Analysis, Financial Viability, and Risk Assessment in accordance with

KPFD guidelines (KPFD to select).

Deliverable 6. KPFD's portion of the feasibility study report.

Task 7. Secure Funding for Construction and Term Financing - As an alternative to the KPFD issuing bonds to cover the remaining \$9.5M commitment.

Task 7.1. KPFD commits percentage of sales tax rebate revenue sufficient to fund required debt service coverage based on issuer's credit rating.

Deliverable 7.1. KPFD commitment of sales tax rebate revenue to satisfy bonding requirements.

Task 7.2. Identify debt issuing entity.

Deliverable 7.2. City, County, or Port of Bremerton identified as debt issuer.

Task 7.3. Quantify debt service needs and costs based on borrowing entity and structure.

Deliverable 7.3. Construction draw schedule, term debt service schedule, interest costs and other financing costs.

Task 7.4. Define borrowing structure.

Deliverable 7.4. Define timing and borrowing amounts needed to fund construction, needed amortization of term financing and any pledges to enhance credit of debt issuance to reduce interest costs.

(Note: A binding commitment of sales tax rebate revenue will be necessary to quantify the amount of debt that can be issued. This amount should be set based on estimated required debt service coverage plus some allowance for changes in interest rates from current rates. Should the borrower require less than the committed amount, the commitment amount shall then be reduced to match the final required debt service coverage.)

Task 7.5. Borrowing entity secures financing at lowest true interest cost (TIC) available in the market.

Deliverable 7.5. Borrowing entity issues debt or obtains binding commitment for debt placement.
Comment: Borrower should evaluate either public debt issuance or commitment from private purchaser.

Task 8. CEC (excludes shoreline restoration and overwater structures) Project Management, Bid Support/Bid Award, Construction Administration/Construction Management, A&E Support, Construction. \$16,000,000 to \$20,000,000 (\$9,500,000 of Task 8 cost from KPFD)

Task 8.1. Project management

Deliverable 8.1. Overall project management and oversight.

Task 8.2. Bid support/Bid award

Deliverable 8.2. A&E of record provides bid support (requests for information responses, construction document amendments, bid tabulations, etc.)

Task 8.3. Construction administration/Construction management

Deliverable 8.3. Daily inspection reports, documentation as required, scheduling, certified payrolls, progress billing approval, etc.)

Task 8.4. A&E support

Deliverable 8.4. A&E of record to provide technical assistance and direction during construction.

Task 8.5. CEC construction phase.

Deliverable 8.5. Construction contract.

Task 8.6. Miscellaneous.

Deliverables 8.6. Required connection fees, impact fees and permit fees paid. Construction staking, surveying, materials testing, special inspections provided.

Task 9. City to Complete Shoreline Restoration and Overwater Structures (No further KPFD involvement)

**Kitsap Public Facilities District
Sales Tax Rebate Revenue Summary**

	A	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL							
1	FY 2015		%	FY 2016		%	FY 2017		%	FY 2018		%	FY 2019		%	FY 2020		%	FY 2021		%	
2	January	\$	95,620.62	2.6%	\$	105,695.31	10.5%	\$	113,891.57	7.8%	\$	123,476.10	8.4%	\$	144,263.78	16.8%	\$	150,304.56	4.2%	\$	158,789.57	5.6%
3	February	\$	126,017.20	5.6%	\$	140,524.01	11.5%	\$	147,253.14	4.8%	\$	159,064.82	8.0%	\$	165,509.56	4.1%	\$	173,706.66	5.0%	\$	192,717.28	10.9%
4	March	\$	90,504.55	6.7%	\$	96,088.48	6.2%	\$	105,943.80	10.3%	\$	123,918.31	17.0%	\$	125,924.98	1.6%	\$	132,155.73	4.9%	\$	144,739.20	9.5%
5	April	\$	90,213.40	6.7%	\$	100,040.83	10.9%	\$	104,854.91	4.8%	\$	118,939.87	13.4%	\$	116,815.21	-1.8%	\$	115,731.99	-0.9%	\$	141,495.24	22.3%
6	May	\$	107,061.73	7.0%	\$	119,621.40	11.7%	\$	126,859.08	6.1%	\$	144,926.19	14.2%	\$	150,430.71	3.8%	\$	126,061.95	-16.2%	\$	188,771.05	49.7%
7	June	\$	103,097.71	8.4%	\$	114,550.72	11.1%	\$	113,282.72	-1.1%	\$	133,121.83	17.5%	\$	145,401.79	9.2%	\$	126,133.58	-13.3%	\$	177,293.20	40.6%
8	July	\$	108,768.82	9.2%	\$	114,395.94	5.2%	\$	126,579.00	10.6%	\$	146,892.10	16.0%	\$	150,399.47	2.4%	\$	165,292.17	9.9%	\$	192,556.37	16.5%
9	August	\$	121,969.93	14.4%	\$	128,801.45	5.6%	\$	142,050.14	10.3%	\$	158,152.03	11.3%	\$	166,341.19	5.2%	\$	170,988.07	2.8%			
10	September	\$	118,429.01	12.4%	\$	124,100.96	4.8%	\$	129,254.90	4.2%	\$	149,561.17	15.7%	\$	157,155.89	5.1%	\$	167,577.17	6.6%			
11	October	\$	111,631.80	4.3%	\$	126,066.16	12.9%	\$	132,996.09	5.5%	\$	151,329.82	13.8%	\$	158,503.52	4.7%	\$	163,033.80	2.9%			
12	November	\$	121,114.70	6.6%	\$	132,038.42	9.0%	\$	139,824.46	5.9%	\$	149,568.79	7.0%	\$	161,955.86	8.3%	\$	184,238.07	13.8%			
13	December	\$	110,023.46	11.1%	\$	117,143.86	6.5%	\$	124,461.85	6.2%	\$	148,700.48	19.5%	\$	148,546.73	-0.1%	\$	164,199.11	10.5%			
14																						
15	TOTAL	\$	1,304,452.93	7.9%	\$	1,419,067.54	8.8%	\$	1,507,251.66	6.2%	\$	1,707,651.51	13.3%	\$	1,791,248.69	4.9%	\$	1,839,422.86	2.7%	\$	1,196,361.91	
16	AVERAGE	\$	108,704.41	7.9%	\$	118,255.63	8.8%	\$	125,604.31	6.2%	\$	142,304.29	13.3%	\$	149,270.72	4.9%	\$	153,285.24		\$	170,908.84	
17																						
18	NOTE: These sales tax rebate numbers show for the month											Jan-21		\$\$		Comment						
19	money is received from the State Treasurer's Office.											Income		\$ 192,556.37		up 16.5% vs. 2020						
20	County receives rebate two months after tax paid,											- Debt Service		(\$69,873)								
21	i.e. Cnty/PFD March receipt reflects January sales tax revenue											Net		\$122,683								
22												- Expenses		(\$18,194)								
23												Net to Cash		\$104,489								
24																						

Kitsap Public Facilities District
Profit & Loss Budget Performance
July 2021

July 2021 Operating Fund 968 Budget Performance	Jul 21	Budget	Jan - Jul 21	YTD Budget	Annual Budget	Balance in Annual Budget
Income						
968 Rev - PFD Operations Fund						
96968I - PFD Operations Fund						
9684970 - Operating Transfers In						
96968I - PFD Operations Fund - Other	\$ -	\$ -	\$ 180,000.00	\$ 180,000.00	\$ 237,000.00	\$ 57,000.00
Total 96968I - PFD Operations Fund	\$ -	\$ -	\$ 180,000.00	\$ 180,000.00	\$ 237,000.00	\$ 57,000.00
Total 968 Rev - PFD Operations Fund	\$ -	\$ -	\$ 180,000.00	\$ 180,000.00	\$ 237,000.00	\$ 57,000.00
Expense						
968 Exp - PFD Operations Fnd						
96968E - PFD Operations Fnd						
5101 - Regular Salaries	\$ 3,854.00	\$ 4,979.17	\$ 26,978.00	\$ 34,854.15	\$ 59,750.00	\$ 32,772.00
5102 - Overtime Pay	\$ 3,246.31	\$ 833.33	\$ 15,464.47	\$ 5,833.35	\$ 10,000.00	\$ (5,464.47)
5190 - Miscellaneous Pay	\$ 631.00	\$ 483.33	\$ 4,417.00	\$ 3,383.35	\$ 5,800.00	\$ 1,383.00
5201 - Industrial Insurance	\$ 101.86	\$ 305.33	\$ 169.16	\$ 2,137.35	\$ 3,664.00	\$ 3,494.84
5202 - Social Security	\$ 591.44	\$ 444.67	\$ 3,584.75	\$ 3,112.65	\$ 5,336.00	\$ 1,751.25
5311 - Office/Operating Supplies	\$ -	\$ 83.33	\$ 636.68	\$ 583.35	\$ 1,000.00	\$ 363.32
5351 - Equipment/Office Furnishings	\$ -	\$ 83.33	\$ 572.23	\$ 583.35	\$ 1,000.00	\$ 427.77
5411 - Accounting & Auditing	\$ -	\$ 333.33	\$ 2,430.00	\$ 2,333.35	\$ 4,000.00	\$ 1,570.00
5415 - Consulting Services						
5415 a - Construction Consulting	\$ 2,891.25	\$ 1,250.00	\$ 9,003.75	\$ 8,750.00	\$ 15,000.00	\$ 5,996.25
Total 5415 - Consulting Services	\$ 2,891.25	\$ 1,250.00	\$ 9,003.75	\$ 8,750.00	\$ 15,000.00	\$ 5,996.25
5416 - Special Legal Services	\$ 2,337.50	\$ 2,083.33	\$ 21,384.50	\$ 14,583.35	\$ 25,000.00	\$ 3,615.50
5417 - Bonding/Financing	\$ -	\$ 1,250.00	\$ -	\$ 8,750.00	\$ 15,000.00	\$ 15,000.00
5419 - Other Prof Svcs - Reg Ctr Mktg					\$ -	
5419 a - Professional Services	\$ 2,000.00	\$ 2,000.00	\$ 20,447.32	\$ 14,000.00	\$ 24,000.00	\$ 3,552.68
5419 b - Recording	\$ -	\$ 416.67	\$ 1,837.50	\$ 2,916.65	\$ 5,000.00	\$ 3,162.50
Total 5419 - Other Prof Svcs - Reg Ctr Mktg	\$ 2,000.00	\$ 2,416.67	\$ 22,284.82	\$ 16,916.65	\$ 29,000.00	\$ 6,715.18
5420 - Website	\$ -	\$ 250.00	\$ -	\$ 1,750.00	\$ 3,000.00	\$ 3,000.00
5421 - Telephone	\$ 291.03	\$ 208.33	\$ 3,074.87	\$ 1,458.35	\$ 2,500.00	\$ (574.87)
5425 - Postage	\$ -	\$ 4.17	\$ -	\$ 29.15	\$ 50.00	\$ 50.00
5431 - Mileage	\$ -	\$ 83.33	\$ -	\$ 583.35	\$ 1,000.00	\$ 1,000.00
5432 - Travel	\$ -	\$ 83.33	\$ -	\$ 583.35	\$ 1,000.00	\$ 1,000.00
5438 - Board Mileage/Airfare	\$ -	\$ 33.33	\$ -	\$ 233.35	\$ 400.00	\$ 400.00
5441 - Advertising	\$ -	\$ 500.00	\$ 1,685.19	\$ 3,500.00	\$ 6,000.00	\$ 4,314.81
5451 - Operating Rental/Leases						
5451 a - Printing/ Copying	\$ -	\$ 20.83	\$ -	\$ 145.85	\$ 250.00	\$ 250.00
5451 b - Rental-Office Space	\$ 1,250.00	\$ 1,200.00	\$ 10,000.00	\$ 8,400.00	\$ 14,400.00	\$ 4,400.00
Total 5451 - Operating Rental/Leases	\$ 1,250.00	\$ 1,220.83	\$ 10,000.00	\$ 8,545.85	\$ 14,650.00	\$ 4,650.00
5461 - Gen/Auto/E&O Insurance	\$ -	\$ 333.33	\$ -	\$ 2,333.35	\$ 4,000.00	\$ 4,000.00
5492 - Dues/Subscriptions/Memberships	\$ 1,000.00	\$ 166.67	\$ 1,500.00	\$ 1,166.65	\$ 2,000.00	\$ 500.00
5497 - Registration & Tuition						
5497 a - Board Devel/Train Regist/Fees	\$ -	\$ 50.00	\$ -	\$ 350.00	\$ 600.00	\$ 600.00
5497 b - Staff Devel/Train Rester/Fees	\$ -	\$ 25.00	\$ 611.81	\$ 175.00	\$ 300.00	\$ (311.81)
Total 5497 - Registration & Tuition	\$ -	\$ 75.00	\$ 611.81	\$ 525.00	\$ 900.00	\$ 288.19
5499 - Other						
5499 a - Events Support/Seed Money	\$ -	\$ 1,666.67	\$ 4,132.08	\$ 11,666.65	\$ 20,000.00	\$ 15,867.92
5499 b - Rental-Meeting Space	\$ -	\$ 166.67	\$ -	\$ 1,166.65	\$ 2,000.00	\$ 2,000.00
5499 c - Other	\$ -	\$ 41.67	\$ 146.28	\$ 291.65	\$ 500.00	\$ 353.72
5499 d - Governance-Board of Dir Related	\$ -	\$ 333.33	\$ -	\$ 2,333.35	\$ 4,000.00	\$ 4,000.00
Total 5499 - Other	\$ -	\$ 2,208.34	\$ 4,278.36	\$ 15,458.30	\$ 26,500.00	\$ 22,221.64
Total 96968E - PFD Operations Fnd	\$ 18,194.39	\$ 19,712.48	\$ 128,075.59	\$ 137,987.60	\$ 236,550.00	\$ 108,474.41
Total 968 Exp - PFD Operations Fnd	\$ 18,194.39	\$ 19,712.48	\$ 128,075.59	\$ 137,987.60	\$ 236,550.00	\$ 108,474.41
Net Ordinary Income	\$ (18,194.39)	\$ (19,712.48)	\$ 51,924.41	\$ 42,012.40	\$ 450.00	
968 Liabilities - Net change in Liabilities			\$ 15,404.52			
968 Ending Cash Balance (Balances with Balance sheet)			\$ 67,328.93			

Kitsap Public Facilities District
Statement of Financial Position by Fund
As of July 31, 2021

July 2021	286	968	977	TOTAL
ASSETS	LTGO Bond Fund 2002A - PFD	KPFD Operations Fund	KPFD Holding Fund	
Current Assets				
Checking/Savings				
286 - LTGO Bond Fund 2002A-PFD	\$ 5,236,548.82	\$ -	\$ -	\$ 5,236,548.82
968 - Fund 96-968 KPFD Operations Fnd	\$ -	\$ 67,328.93	\$ -	\$ 67,328.93
977 - Fund 96-977 KPFD Holding Fund	\$ -	\$ -	\$ 3,807,252.84	\$ 3,807,252.84
Total Checking/Savings	\$ 5,236,548.82	\$ 67,328.93	\$ 3,807,252.84	\$ 9,111,130.59
Total Current Assets	\$ 5,236,548.82	\$ 67,328.93	\$ 3,807,252.84	\$ 9,111,130.59
TOTAL ASSETS	\$ 5,236,548.82	\$ 67,328.93	\$ 3,807,252.84	\$ 9,111,130.59
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Other Current Liabilities				
968-L - 968 PFD Operations Liabilities	\$ -	\$ 15,404.52	\$ (61,256.80)	\$ (45,852.28)
977-L - PFD Regional Center Liabilities	\$ -	\$ -	\$ (822,553.09)	\$ (822,553.09)
Total Other Current Liabilities	\$ -	\$ 15,404.52	\$ (883,809.89)	\$ (868,405.37)
Total Current Liabilities	\$ -	\$ 15,404.52	\$ (883,809.89)	\$ (868,405.37)
Long Term Liabilities				
286-LT - LTGO Bond Fund Liabilities	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
977-LT - 2636 Regional Ctr Notes Payable	\$ -	\$ -	\$ 4,500,000.00	\$ 4,500,000.00
Total Long Term Liabilities	\$ 250,000.00	\$ -	\$ 4,500,000.00	\$ 4,750,000.00
Total Liabilities	\$ 250,000.00	\$ 15,404.52	\$ 3,616,190.11	\$ 3,881,594.63
Equity				
286 FB - LTGO Bond Fund Balance/RE	\$ 4,573,453.73	\$ -	\$ -	\$ 4,573,453.73
Revenue	\$ 489,835.72	\$ 180,000.00	\$ 1,202,288.68	\$ 1,872,124.40
Expense	\$ (76,740.63)	\$ (128,075.59)	\$ (1,011,225.95)	\$ (1,216,042.17)
Total Equity	\$ 4,986,548.82	\$ 51,924.41	\$ 191,062.73	\$ 5,229,535.96
TOTAL LIABILITIES & EQUITY	\$ 5,236,548.82	\$ 67,328.93	\$ 3,807,252.84	\$ 9,111,130.59
January 1, 2021 Beginning Cash	\$ 4,823,453.73	\$ 15,404.52	\$ 3,616,190.11	\$ 8,455,048.36
2021 Revenue	\$ 489,835.72	\$ 180,000.00	\$ 1,202,288.68	\$ 1,872,124.40
2021 Expenses	\$ (76,740.63)	\$ (128,075.59)	\$ (1,011,225.95)	\$ (1,216,042.17)
2021 Increased/(Decreased) Liabilities	\$ -	\$ -	\$ -	\$ -
Current Ending Balance	\$ 5,236,548.82	\$ 67,328.93	\$ 3,807,252.84	\$ 9,111,130.59
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -

Kitsap Public Facilities District
Statement of Financial Revenue & Expense by Fund
January through July 2021

January - July 2021	286	968	977	TOTAL
	LTGO Bond Fund 2002A - PFD	KPFD Operations Fund	KPFD Holding Fund	
January 1, 2021 Beginning Cash	\$ 4,823,453.73	\$ 15,404.52	\$ 3,616,190.11	\$ 8,455,048.36
Income				
286 Rev - LTGO Bond Fund 2002B-PFD	\$ 489,835.72	\$ -	\$ -	\$ 489,835.72
968 Rev - PFD Operations Fund	\$ -	\$ 180,000.00	\$ -	\$ 180,000.00
977 Rev - PFD Regional Center Capital	\$ -	\$ -	\$ 1,202,288.68	\$ 1,202,288.68
Total Income	\$ 489,835.72	\$ 180,000.00	\$ 1,202,288.68	\$ 1,872,124.40
Expense				
286 Exp - LTGO Bnd Fnd 2002B-PFD	\$ 76,740.63	\$ -	\$ -	\$ 76,740.63
968 Exp - PFD Operations Fnd	\$ -	\$ 128,075.59	\$ -	\$ 128,075.59
977 Exp - PFD Regional Cntr Capital	\$ -	\$ -	\$ 1,011,225.95	\$ 1,011,225.95
Total Expense	\$ 76,740.63	\$ 128,075.59	\$ 1,011,225.95	\$ 1,216,042.17
Net Ordinary Income	\$ 5,236,548.82	\$ 67,328.93	\$ 3,807,252.84	\$ 9,111,130.59
Net Income	\$ 5,236,548.82	\$ 67,328.93	\$ 3,807,252.84	\$ 9,111,130.59
Beg Cash +/- Net Income	\$ 5,236,548.82	\$ 67,328.93	\$ 3,807,252.84	\$ 9,111,130.59
Net Change in Liabilities	\$ -	\$ -	\$ -	\$ -
July 31, 2021 Ending Cash Balance	\$ 5,236,548.82	\$ 67,328.93	\$ 3,807,252.84	\$ 9,111,130.59

Kitsap Public Facilities District
Statement of Financial Position by Fund
As of July 31, 2021

July 2021	286	968	977	TOTAL
	LTGO Bond Fund 2002A - PFD	KPFD Operations Fund	KPFD Holding Fund	
ASSETS				
Current Assets				
Checking/Savings				
286 - LTGO Bond Fund 2002A-PFD				
2861111 - 00998 Interco ITC Ac Cash	\$ 82,246.89	\$ -	\$ -	\$ 82,246.89
2861181 - Beginning Investment	\$ 253,580.29	\$ -	\$ -	\$ 253,580.29
2861182 - Investments Purchased	\$ 400,721.64	\$ -	\$ -	\$ 400,721.64
2861630 - Notes/Contracts Receivable	\$ 4,500,000.00	\$ -	\$ -	\$ 4,500,000.00
Total 286 - LTGO Bond Fund 2002A-PFD	\$ 5,236,548.82	\$ -	\$ -	\$ 5,236,548.82
968 - Fund 96-968 KPFD Operations Fnd				
9681111 - 00998 Post Interco ITC Ac	\$ -	\$ 67,328.93	\$ -	\$ 67,328.93
Total 968 - Fund 96-968 KPFD Operations Fnd	\$ -	\$ 67,328.93	\$ -	\$ 67,328.93
977 - Fund 96-977 KPFD Holding Fund				
9771111 - 00998 Post Interco ITC Ac				
PERC - PERC Fund	\$ -	\$ -	\$ 150,125.51	\$ 150,125.51
PGHP - PG Heritage Park Allocation	\$ -	\$ -	\$ 567,756.30	\$ 567,756.30
SKCEC - SKCEC Fund	\$ -	\$ -	\$ 129,900.65	\$ 129,900.65
9771111 - 00998 Post Interco ITC Ac - Other	\$ -	\$ -	\$ (644,362.97)	\$ (644,362.97)
Total 9771111 - 00998 Post Interco ITC Ac	\$ -	\$ -	\$ 203,419.49	\$ 203,419.49
9771181 - PFD Reg Ctr Beg Investment	\$ -	\$ -	\$ 2,647,906.68	\$ 2,647,906.68
9771182 - Investments Purchased	\$ -	\$ -	\$ 705,926.67	\$ 705,926.67
9771650 - Receivable-Advances to Other	\$ -	\$ -	\$ 250,000.00	\$ 250,000.00
Total 977 - Fund 96-977 KPFD Holding Fund	\$ -	\$ -	\$ 3,807,252.84	\$ 3,807,252.84
Total Checking/Savings	\$ 5,236,548.82	\$ 67,328.93	\$ 3,807,252.84	\$ 9,111,130.59
Total Current Assets	\$ 5,236,548.82	\$ 67,328.93	\$ 3,807,252.84	\$ 9,111,130.59
TOTAL ASSETS	\$ 5,236,548.82	\$ 67,328.93	\$ 3,807,252.84	\$ 9,111,130.59
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Other Current Liabilities				
968-L - 968 PFD Operations Liabilities				
9682134 - Vouchers Payable	\$ -	\$ -	\$ (61,256.80)	\$ (61,256.80)
9682312 - USE Tax Payable	\$ -	\$ 29.50	\$ -	\$ 29.50
9682370 - Custodial Accounts	\$ -	\$ 15,375.02	\$ -	\$ 15,375.02
Total 968-L - 968 PFD Operations Liabilities	\$ -	\$ 15,404.52	\$ (61,256.80)	\$ (45,852.28)
977-L - PFD Regional Center Liabilities				
9772134 - Vouchers Payable	\$ -	\$ -	\$ 61,256.80	\$ 61,256.80
9772370 - Custodial Accounts	\$ -	\$ -	\$ (883,809.89)	\$ (883,809.89)
Total 977-L - PFD Regional Center Liabilities	\$ -	\$ -	\$ (822,553.09)	\$ (822,553.09)
Total Other Current Liabilities	\$ -	\$ 15,404.52	\$ (883,809.89)	\$ (868,405.37)
Total Current Liabilities	\$ -	\$ 15,404.52	\$ (883,809.89)	\$ (868,405.37)
Long Term Liabilities				
286-LT - LTGO Bond Fund Liabilities				
2862639 - LGTO Long Term Liabilities	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
Total 286-LT - LTGO Bond Fund Liabilities	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
977-LT - 2636 Regional Ctr Notes Payable	\$ -	\$ -	\$ 4,500,000.00	\$ 4,500,000.00
Total Long Term Liabilities	\$ 250,000.00	\$ -	\$ 4,500,000.00	\$ 4,750,000.00
Total Liabilities	\$ 250,000.00	\$ 15,404.52	\$ 3,616,190.11	\$ 3,881,594.63
Equity				
286 FB - LTGO Bond Fund Balance/RE				
2862821 - LTGO Loans/Advances	\$ 4,500,000.00	\$ -	\$ -	\$ 4,500,000.00
2862880 - LTGO Undesignated Retained	\$ (586,546.27)	\$ -	\$ -	\$ (586,546.27)
2862940 - 49 Uses Other Than OP	\$ 660,000.00	\$ -	\$ -	\$ 660,000.00
Total 286 FB - LTGO Bond Fund Balance/RE	\$ 4,573,453.73	\$ -	\$ -	\$ 4,573,453.73
Net Income	\$ 413,095.09	\$ 51,924.41	\$ 191,062.73	\$ 656,082.23
Total Equity	\$ 4,986,548.82	\$ 51,924.41	\$ 191,062.73	\$ 5,229,535.96
TOTAL LIABILITIES & EQUITY	\$ 5,236,548.82	\$ 67,328.93	\$ 3,807,252.84	\$ 9,111,130.59

**BLANKET VOUCHER APPROVAL****FUND: 96968.00968****BV# _____**

We, thus undersigned of Kitsap Public Facilities District, Kitsap County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the following vouchers are approved for payment in the amount of \$8,836.75 on this 23rd day of August 2021.

Daron Jagodzinske
Daron Jagodzinske, Chair

Absent
Pat Hatchel, Vice-chair

Walter S Draper IV
Walter Draper IV, Treasurer

John Morrisey
John Morrisey

Erin Leedham
Erin Leedham

Phil Havers
Phil Havers

Thomas S. Bullock
Tom Bullock

VENDOR	AMOUNT
Recurring items	
JPC Legal services – (July)	\$ 1,017.50
Barker Creek - construction consult. - 2021	\$ 880.00
Accountability Plus (bookkeeping June)	\$ 438.75
Mike Walton – June expenses	\$ 1,646.74
Interlock Solutions – 2021 Website upgrade	\$
	\$
Comcast	\$ 160.01
	\$
Other items:	
VKP – Rent (\$1250) & Monthly stipend (\$2000)	\$ (auto pay monthly)
Sound Publishing – Discover Kitsap Ad	\$
City of Bremerton – BKAT recording	\$ 288.75
Dept of L&I – Workers Comp	\$
NW Municipal Advisors (2021 services)	\$
Enduris Liability Insurance	\$ 4,405.00
PAGE TOTAL	\$8,836.75



BLANKET VOUCHER APPROVAL

FUND: 96977.00977

BV# XXX124

We, thus undersigned of Kitsap Public Facilities District, Kitsap County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the following vouchers are approved for payment in the amount of \$30,002.84 on this 23rd day of August, 2021.

Daron Jagodzinske

Daron Jagodzinske, Chair


Phil Havers

Absent

Pat Hatchel, Vice-Chair

Erin Leedham

Erin Leedham

Walter S Draper IV

Walt Draper, Treasurer


John Morrissey

Thomas S. Bullock

Thomas Bullock

VENDOR	AMOUNT
Project items – Port Orchard SKCEC	
Invoice – INV00873	\$ 30,002.84
PAGE TOTAL	\$30,002.84

RECEIVED AUG 02 2021

City of Port Orchard
216 Prospect St.
Port Orchard, WA 98366-5304
Phone: 360-876-4407

INVOICE

Billed To:
Kitsap Public Facilities District
Michael Walton, Executive Director
9230 Bay Shore Drive NW
Suite 101
Silverdale, WA 98383

DATE: 7/23/2021
INVOICE #: INV00873
DUE DATE: 8/23/2021
TOTAL DUE: 30,002.84

CUSTOMER ACCOUNT # : 0131

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
C082-19 SK event center thru 5/21	1.00	30,002.84	30,002.84
TOTAL THIS INVOICE			30,002.84

For questions, please call 360-876-7019

REMIT TO:

City of Port Orchard
216 Prospect St
Port Orchard, WA 98366-5304

A copy of this invoice should accompany your check. Thank you!

**BLANKET VOUCHER APPROVAL****FUND: 96977.00977****BV# 567XXX**

We, thus undersigned of Kitsap Public Facilities District, Kitsap County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the following vouchers are approved for payment in the amount of \$23,434.49 on this 23rd day of August, 2021.

Daron Jagodzinske

Daron Jagodzinske, Chair

Phil Havers

Absent

Pat Hatchel, Vice-Chair

Erin Leedham

Erin Leedham

Walter S Draper IV

Walt Draper, Treasurer

John Morrissey

Thomas S. Bullock

Thomas Bullock

VENDOR	AMOUNT
Project items – Poulsbo PERC	
Invoice GRNT #000818	\$ 23,434.49
PAGE TOTAL	\$23,434.49

**BLANKET VOUCHER APPROVAL****FUND: 96968.00968****BV# 568xxx**

We, thus undersigned of Kitsap Public Facilities District, Kitsap County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the following vouchers are approved for payment in the amount of \$3,200.00 on this 26th day of July 2021.

Daron Jagodzinske
Daron Jagodzinske, Chair

Absent
Pat Hatchel, Vice-chair

Walter S Draper IV
Walter Draper IV, Treasurer

John Morrissey
John Morrissey

Erin Leedham
Erin Leedham

Phil Havers
Phil Havers

Thomas S. Bullock
Tom Bullock

VENDOR	AMOUNT
Recurring items	
JPC Legal services –	\$
Barker Creek - construction consult. - 2021	\$
Accountability Plus (bookkeeping June)	\$
Mike Walton – June expenses	\$
Interlock Solutions – 2021 Website upgrade	\$
	\$
Comcast	\$
	\$
Other items: (Board Stipends Q3&Q4 2020 and Q1 2021)	
Daron Jagodzinske – board stipend	\$ 550.00
Bill Mahan - board stipend	\$ 600.00
Walt Draper - board stipend	\$ 600.00
Rick Smith - board stipend	\$ 400.00
Pat Hatchel - board stipend	\$ 400.00
Tom Bullock - board stipend	\$ 300.00
Erin Leedham - board stipend	\$ 350.00
PAGE TOTAL	\$3,200.00



INVOICE 7036

Mr. Fred Salisbury
Chief Operations Officer
Port of Bremerton
8850 SW State Highway 3
Bremerton, WA 98312

Re: Service Contract

Phase #3: Public Event Center

08-14-2021

DESCRIPTION	AMOUNT
Services Contract Services 7-15-2021 to 8-12-2021 23.71% Project Complete	\$70,703.55
<u>Payment Schedule</u>	
Please remit via to:	
The Joel Cohen Group, LLC 5030 Champion BLVD #176 Boca Raton, Florida 33496	
Or:	
Wire Instructions: Bank SunTrust ABA#: 061000104 Acct: 1000271159914 Reference: Port of Bremerton	
Payment Due	\$70,703.55

TO: KPF Board of Directors
FROM: Mike Walton, Executive Director
RE: Activity Update as of August 18, 2021.

Salient points for August 2021:

Regional Projects:

NK REC: No interaction, explore terminating agreement in 2021.

KFEC: Pavilion has cleared and is being prepped for 2021 County Fair!

KCC: Attended Bremerton Chamber Luncheon held there, a hybrid event.

New Projects:

All projects are proceeding, all are invoicing for contractor activity.

- PERC I have begun attending Steering Committee and Management committees, will add Shannon as necessary They will present Status Report again in October.

- POB/CNW – Project now proceeding ahead, some clearing beginning to occur on site. Approval process resolved have approved three invoices and fourth is pending approval..

-PGFHP - Attend Master Planning and Steering Committee meetings. First invoices received and processed, but invoicing appears to be slow. I think I will have Shannon check in with Eric and see where he can be best used.

Other Organizations:

VKP: New Director, Beth Javens, is in place and working relationship is developing well.

Bonding & Funding:

Scott & Ryan of NWMA have provided projections of revenue/resources and planned expenditure alternatives for three projects plus POB allocated funding. Based on their advice we have approved to move up the \$1 million real estate buy.

Director Certifications:

COI statements received from all Directors.

General:

- Zoom Seems to be working more smoothly, with John Morrissey as co-host.
- Process of upgrading network security complete. PC upgrade is progressing, and almost all activities, with the exception of website updates, are conducted on new PC. Some s/w packages are still on old PC to be switched in August.
- KPF website upgrade, to make it more appealing and mobile friendly is progressing well, with Chris Blair and staff at Interlock Solutions. Per the new site map Interlock Solutions is adding content, will preview at August meeting.
- Also wish to work with Patty to build KPF Community Reports structure.
 - o (Note – Patty left at end of April but is available as a consultant.)
- Continue documenting the more than 25 monthly, quarterly and annual processes than I perform to operate the KPF for the purpose of the transition to a new ED.
- I attended the WEDA Summer Conference in Spokane and reported on the new projects we are working on in Kitsap.
- I was contacted by the Kitsap Builders Association and will be reporting on the new construction projects planned for Kitsap over the next five years.



To: Mayor Wheeler

CC: Mike Riley
John Oppenheimer
Brian Flaherty

From: Tiffany Schenk

Date: August 20th, 2021

July 2021 Month End Recap

Overview

We hosted a total of 18 events in July. It truly felt like we were the Community Events Center that everyone wanted to be a part of. The Governor lifted the mask mandate effective July 1st, which really helped us secure bookings both within the month as well as for future dates. As we continue to emerge from the dizzying changes the pandemic has brought forth, we continue to focus on operating both transparently and responsibly.

Event Highlights

July was a large success in comparison to prior months. \$78k in revenues was realized. The Daughter's of Norway was quite the event! Clients joined us from all over the United States and took part in classes, dinners, community tours, dances and more over a four-day period. We helped the local Admiral Theater out in time of need, by catering the dinner that took place on their property for the Daughter's of Norway. The Admiral Theatre needed a culinary team, and our back of house staff stepped up and did an amazing job. This also brought in an extra \$3k worth of revenues to KCC. Other events included Big Top Promotions, the Bremerton Chamber, Kitsap Mental Health and General Dynamics Electric Boat.

"Hi Mary, I just wanted to thank you and your amazing staff for helping us to plan and implement such an amazing convention! We have received 130 evaluations returned with so many positive comments about the beautiful facility and the accommodating staff. They went above and beyond, and many said this was the best convention they have attended! - Karen Erickson"

Operations

Operations were wonderful and plentiful. It was wonderful to see the Columbia Hospitality combined teams pull off so many events and logistics between both city-owned properties. At KCC, we catered in house, the theater, and had the pleasure of returning to cater upon the USS Turner Joy. Our teams collaborated on all events and worked together for results they should be so proud of.

Team Member

With rising revenues and demand between both KCC as well as Gold Mountain Golf Club, July was the month we made the move to hiring a permanent chef at both locations. Chef Kevin Swanson, who has led both properties as the Area Chef made his permanent home Gold Mountain effective end of July. KCC hired Chef Jon Forcier as our permanent Chef and welcomed him back in mid-July. Chef Jon was laid off when the pandemic initially hit, and we are so grateful to have him back on our team. The guests and team have already been raving about his experience and quality dishes.



Sales

Bookings grew in record time with the lifted restrictions. Over \$68k in revenue was contracted in July for future months. \$28k was booked for dates in 2022, (one social event and three corporate business) as well as \$12k for a corporate event to take place in 2023. The other \$28K in revenue is contracted for dates this year and include Military socials, Pharmaceutical Companies, Bremerton Rotary, Leadership Tomorrow and more. We are still in search of a permanent Senior Sales Leader to help secure business for 2022, 2023 and beyond, growing the corporate business for revenue growth and financial success.

Marketing/Communications

Our main marketing focus for July was similar to June, with a large emphasis being placed on the local Kitsap Wine Festival to take place in August. Facebook ads targeted both local communities as well as a large push in the Seattle Market. Showcasing Bremerton to surrounding cities is something we remain focused on for the greater good of both KCC as well as the downtown community. E-mails have been sent out to all ticket purchasers with an itinerary of all things happening in Bremerton the weekend of the wine festival. They are also provided with a hotel link offering a great rate with our neighbor, the Hampton Inn, encouraging them to make a weekend out of it and stay!

"Since it began 12 years ago, the Kitsap Wine Festival has featured live music, delicious foods, craft beer and of course, great wines. Benefiting the Downtown Bremerton Association, we are excited to bring back this spectacular event on August 14th. Tickets are on sale and include a commemorative cup, swag bag, food samples, and 10 wine sampling tickets."



Looking Ahead

The volumes of new contracted events continue and are on the rise. We will continue to be mindful of personal health, space, distance, and safety of both the team as well as our clients moving forward. As July has been wonderful and exciting, things continue to be a learning curve for all of us. We have to think fast and, on our feet, in regard to changes in our normalcy, and remain prepared for any changes that may still come our way.

Financial Results

Kitsap Conference Center Consolidated Income Statement For Period Ending 07/31/2021

Current Month				Year to Date			
Actual	%	Budget	%	Actual	%	Budget	%
0	0.0%	8,410	10.7%	0	0.0%	28,395	10.0%
910	1.2%	2,540	3.2%	5,923	3.1%	6,789	2.4%
45,177	59.1%	37,242	47.5%	91,460	47.6%	132,577	46.8%
6,549	8.6%	9,153	11.7%	10,377	5.4%	24,137	8.5%
14,100	18.4%	11,000	14.0%	54,745	28.5%	47,925	16.9%
9,701	12.7%	10,121	12.9%	29,808	15.5%	43,358	15.3%
76,437	100.0%	78,466	100.0%	192,312	100.0%	283,181	100.0%
95	0.4%	2,794	8.7%	245	0.3%	17,237	13.6%
9,221	20.4%	8,752	23.5%	23,357	25.5%	31,156	23.5%
1,279	19.5%	1,905	20.8%	2,263	21.8%	5,023	20.8%
10,595	13.9%	13,450	17.1%	25,865	13.4%	53,416	18.9%
65,842	86.1%	65,016	82.9%	166,448	86.6%	229,765	81.1%
1,513	2.0%	9,145	11.7%	5,937	3.1%	35,118	12.4%
0	0.0%	0	0.0%	1,428	0.7%	0	0.0%
22,283	29.2%	19,895	25.4%	51,095	26.6%	71,391	25.2%
2,337	3.1%	2,826	3.6%	11,615	6.0%	16,079	5.7%
26,134	34.2%	31,865	40.6%	70,075	36.4%	122,588	43.3%
39,708	51.9%	33,151	42.2%	96,373	50.1%	107,177	37.8%
UNDISTRIBUTED OPERATING EXPENSES							
17,148	22.4%	22,065	28.1%	106,156	55.2%	109,926	38.8%
8,900	11.6%	12,229	15.6%	55,491	28.9%	83,536	29.5%
0	0.0%	1,210	1.5%	269	0.1%	5,670	2.0%
1,872	2.4%	5,075	6.5%	28,235	14.7%	32,585	11.5%
27,920	36.5%	40,579	51.7%	190,150	98.9%	231,717	81.8%
11,788	15.4%	(7,428)	-9.5%	(93,778)	-48.8%	(124,540)	-44.0%
2,293	3.0%	2,354	3.0%	5,769	3.0%	8,495	3.0%
1,147	1.5%	1,177	1.5%	2,885	1.5%	4,248	1.5%
362	0.5%	410	0.5%	2,197	1.1%	2,870	1.0%
0	0.0%	451	0.6%	1,957	1.0%	3,157	1.1%
7,500	9.8%	7,500	9.6%	52,500	27.3%	52,500	18.5%
502	0.7%	471	0.6%	375	0.2%	1,699	0.6%
11,804	15.4%	12,363	15.8%	65,683	34.2%	72,969	25.8%
76,453	100.0%	98,257	125.2%	351,773	182.9%	480,690	169.7%
(16)	0.0%	(19,791)	-25.2%	(159,461)	-82.9%	(197,509)	-69.7%



KITSAP COUNTY PARKS

EVENT CENTER REVENUE, YEAR TO DATE - July 31, 2021

	2021 YTD	2020 YTD
REVENUE BY SOURCE		
BALLFIELD USAGE FEES	\$ 40,928	\$ 18,699
EQUIPMENT & VEHICLE RENTAL	\$ 1,125	\$ 12,594
SPACE & FACILITY RENTAL	\$ 80,229	\$ 84,331
YEAR TO DATE REVENUE	\$ 122,282	\$ 115,624

FAIRGROUNDS & EVENT CENTER ACTIVITY FOR JULY

FACILITY RENTALS		Dates Reserved
Gordon Field		
Gordon #1, #2	Alliance	23
Lobe Field	Ospreys, Blaze, Rebels & Mariners Camp	15
President's Hall	Various Renters	6

NOTE: The fees collected for the dates reserved are not necessarily included in the Revenue To-Date, as some of the reservations are paid for in advance of the current year. The figures represented above are reported from the Kitsap County Financial System (JDE) from January 1, 2021 through December 31, 2021.