

Second Amended and Restated Interlocal Agreement Regarding Funding, Development and Operation of the Kitsap Special Events Center

1. Date and Parties. This Interlocal Agreement, As Amended and Modified ("Agreement") is dated the 19th day of March, 2003, and is entered into by and between KITSAP COUNTY ("County"), a municipal corporation organized and operating pursuant to the Constitution and laws of the State of Washington; and the KITSAP PUBLIC FACILITIES DISTRICT ("PFD"), a municipal corporation duly organized and operating pursuant to the laws of the State of Washington and as established by the County.

2. General Recitals.

A. The County Commissioners established the PFD, pursuant to the Chapter and Resolution No. 093-2000, to perform any functions, or combination of functions, authorized by the Chapter.

B. The County is cooperating with the PFD to develop and finance the Project for the benefit of the residents of Kitsap County.

C. The Special Events Center shall consist of the current Kitsap County Fairgrounds and ball fields complex, encompassing 129 acres, and including the improvements constructed as part of the Project. The Special Events Center is consistent with the County's long-term plans for recreational facilities pursuant to the Kitsap County Capital Facilities Plan (1999).

D. The cost of the Special Events Center will exceed \$10 million.

E. The PFD has determined that the Special Events Center is a regional center that meets the criteria of the Chapter and has approved supporting the Project by providing financing in the principal amount of \$4,325,000.

F. The PFD, under the authority of RCW 82.14.390, imposed the Sales Tax to support the Project selected by the PFD.

G. The PFD has determined that the cost of providing and operating the Project can be reduced through partnership with the County, and accordingly the County will issue bonds to finance the Project and assume responsibility for constructing and operating the Project.

H. The County intends to issue the Bonds to fund the principal designated by the PFD to be used for the construction of the Project, to be repaid with the Sales Tax.

I. The County has agreed to provide the local match required by RCW 82.14.390 in the form of a \$1,000,000 cash contribution to and/or ongoing maintenance and operation of the Special Events Center.

3. Incorporation of Recitals: The foregoing Recitals are incorporated herein by this reference and made a part hereof.

4. Definitions. All words used in this Agreement shall be given their normal and ordinary meaning unless defined in this Section 4. The following are the special definitions for the purpose of this Agreement only.

"Bonds" means the limited tax general obligation bonds to be issued by the County to finance the Special Events Center and the Kitsap Regional Conference Center and any other bonds or other evidence of indebtedness of the County the proceeds of which will be used to refund Bonds.

"Chapter" means Revised Code of Washington Chapter 36.100.

"County" means Kitsap County, a county duly organized and operating pursuant to the Constitution and laws of the State.

"PFD" means Kitsap Public Facilities District, a municipal corporation duly organized and operating pursuant to the laws of the State and established by the County.

"Project" means those improvements to the Special Events Center set forth in Exhibit A or as amended by agreement of the Parties.

“Sales Tax” means the nonvoted sales and use tax to be imposed by the PFD in accordance with RCW 82.14.390 at a rate not to exceed 0.033% of the selling price in the case of a sales tax or value of the article used in the case of a use tax, which tax shall be deducted from the amount of tax otherwise required to be collected or paid over to the State’s Department of Revenue and shall expire when the Bonds (or any additional bonds issued to finance the completion of the Project) are retired, or in any event not later than September 1, 2026.

“Sales Tax Revenue” shall mean all revenue collected by the PFD from the Sales Tax.

“Special Events Center” shall mean the Kitsap Special Events Center, which includes the current Kitsap County Fairgrounds and ball fields complex, encompassing 129 acres, and including the improvements constructed as part of the Project. The Special Events Center is consistent with the County’s long-term plans pursuant to the Kitsap County Capital Facilities Plan (1999). A graphical depiction of the Special Events Center is attached hereto as Exhibit B.

“State” shall mean the State of Washington.

5. Agreement Purpose. The parties are entering into this Agreement pursuant to RCW 36.100.030(2). The purpose of this Agreement is to set forth the rights and responsibilities of each of the parties with regards to the funding, development, and operation of the Special Events Center, as a regional tourism-related facility, meeting the definition of a Regional Center, as defined in RCW 35.57.020, while complying with the Internal Revenue Code and Regulations regarding tax exempt municipal bond financing.

6. Land Ownership. The County shall own the land upon which the Special Events Center is constructed and shall remain the owner of that land associated with the PFD-financed portion of the Special Events Center for the duration of this Agreement, unless otherwise agreed to by the PFD.

7. Commencement of Construction. In order for the Special Events Center to qualify for funding from the PFD, RCW 82.14.390, as amended by Chapter 363, Section 4, Laws of 2002, requires that the Commencement of Construction before January 1, 2004. The County agrees to commence construction of the Project on behalf of the parties, and warrants to the PFD that Commencement of Construction shall occur before January 1, 2004. The County further agrees that the construction of

Phase I of the Project (as identified in Exhibit A) will be substantially complete on or before 3 years after the date of this Agreement.

8. Special Events Center Financial Obligations.

A. County. The County will issue the Bonds in such amount as is necessary to make available to the PFD the \$11.1 million (net of the costs of issuing the Bonds), of which \$6.9 million shall be used by the City of Bremerton pursuant to the Interlocal Agreement Regarding the Funding, Development and Operation of the Kitsap Regional Conference Center and \$4.2 million shall be used by the County for the Project. In addition, the PFD will contribute excess Sales Tax Revenue in the amount of \$125,000. The County shall be entitled to any interest on this principal of \$4,325,000 for the Project that are held by the County until distribution, less any arbitrage rebate owed on such investment. The money for the Project shall be made available to the County on such further terms and conditions as set forth herein.

The principal of \$4,325,000, together with interest thereon, shall constitute the PFD's financial contribution to the Project and may only be used by the County for the development and construction of the Project. The County agrees to provide the additional one-third local match required by RCW 82.14.390 for the collection of the Sales Tax. The match will be in the form of a \$1,000,000 cash contribution to the Project (exclusive of funds received from the PFD) and/or in the form of ongoing maintenance and operations of the Special Events Center so long as the Sales Tax is collected.

B. PFD. In consideration for the County's agreement to issue the Bonds, the PFD shall pay Sales Tax Revenue to the County in the amount needed to repay the Bonds (including costs of issuance). Sales Tax Revenue received by the PFD shall be deposited with the County and applied on a monthly basis as follows:

- (i) first, one-twelfth of the amount necessary to pay principal due on the next principal payment date;
- (ii) second, one-sixth of the amount necessary to pay interest due on the next interest payment date;
- (iii) third, the greater of \$10,000 or one-half of the remaining tax receipts after deposit of (i) and (ii) above to the Tax Stabilization Fund until the Tax Stabilization Fund reaches the Balance Requirement (defined below); and
- (iv) fourth, the amount necessary to restore the Tax Stabilization Fund to the Balance Requirement in the event of a draw upon the Tax Stabilization Fund.

The "Balance Requirement" is, initially, \$900,000. Beginning in April 2007, and annually thereafter, the County shall, in consultation with the PFD, determine the amount, if any, of the Balance Requirement. Any excess Sales Tax Revenues and interest earnings on such Sales Tax Revenues shall be deposited and be made available for use, as approved by the PFD, on future phases of the Project, for operations of the Special Events Center, or for other qualifying projects. The parties acknowledge and agree that the County will pledge the Sales Tax Revenue to the repayment of the Bonds.

The PFD shall file annual financial statements and annual reports with the County within 180 days after the end of each fiscal year.

The PFD agrees to stay in existence as long as the Bonds are outstanding and not to take any action that would impact the tax-exempt status of the Bonds.

9. Disbursement of Proceeds.

A. Prerequisites for Disbursement. The PFD agrees that the County may utilize the principal of \$4,325,000, together with interest thereon, for the development and construction of all elements of Phase 1 of the Project. The County shall be allowed to spend funds from the principal and interest for each element of the Project when all of the following prerequisites for disbursement are met for that element of the Project:

i. Funding Plan. The County shall have provided the PFD with a plan for funding the improvements proposed for Phase 1 of the Project, as described in Exhibit A, and as subsequently modified by mutual consent of the parties, with reasonable assurances that such funding is adequate to complete those elements of the Project.

ii. Timeline for Development. The County shall deliver to the PFD a timeline for the development and the substantial completion of the improvements proposed for Phase 1 of the Project, as described in Exhibit A, and as subsequently modified by mutual consent of the parties (i.e., issuance of a certificate of occupancy for the various components of the Project). The parties agree that the dates set forth in the timeline shall be target dates, except as otherwise provided.

iii. Firm Commitment From Design Team and Contractors.
The County shall have executed firm contracts with the Design Team,

Contractor or vendor for any single element of the Project for the design, development, and construction of the specific element of the Project for which funds are disbursed.

iv. Project Documents. The County shall have prepared and submitted to the PFD for its review and comment all conceptual, schematic, and design development documents for the specific element of the Project for which funds are disbursed.

v. Permits. The County shall have applied for, and shall have reasonable assurance of obtaining, all necessary land use and environmental permits for the development and construction of the specific element of the Project for which funds are disbursed.

B. Interim Disbursements. Notwithstanding the requirements of Paragraph 9.A above, the County may request, and the PFD may but is not obligated to approve, certain interim disbursements for the limited purpose of paying out-of-pocket expenses incurred by the County on the design and development of the Project, provided: (a) the County makes a written request for disbursement together with written documentation that the expense incurred was directly related to the design and development of the project; (b) the County's request is reviewed and approved by the PFD's development coordinator; (c) the PFD Board approves the request; and (d) the total of all interim requests under this Paragraph 9.B does not exceed twenty-five percent (25%) of the principal of \$4,325,000 allocated to the Project.

C. Disbursement Process. The County shall document expenses incurred for the Project for which it uses the principal of \$4,325,000, together with interest thereon, and shall provide a periodic accounting of the expenditures or otherwise make the information available to the PFD. Unless otherwise agreed, the accounting shall be monthly.

D. Reservation of Rights. The PFD reserves the right to transfer the proceeds of the Bonds and excess Sales Tax Revenue to other eligible projects should the County default under this Agreement and or otherwise become unable to complete the Project as set forth herein.

10. Bond Covenants. The Special Events Center will be owned and operated by the County. No use of the Special Events Center shall be made that would

jeopardize the tax exempt status of the Bonds. Accordingly the County covenants and agrees as follows:

A. The County shall not use or permit to be used any of the proceeds of the Bonds in such a manner, and shall not take or allow to be taken any action in such a manner, as to cause the interest on the Bonds to be included in gross income for purposes of federal income taxation. The County specifically covenants and agrees not to take any action or permit any action to be taken if the result of such action would be to cause the Bonds to be bonds “federally guaranteed” within the meaning of Section 149(b) of the Internal Revenue Code.

B. The County shall not use proceeds of the Bonds for any “private business use” as defined by the Internal Revenue Code, if such use would result in the inclusion in gross income of interest on the Bonds.

11. Environmental Law Compliance.

A. The County shall be responsible for complying with all environmental laws with regards to the Special Events Center construction. This includes, but is not limited to, County regulations, the State Environmental Policy Act (SEPA), CERCLA (42 U.S.C. 9603), MTCA (RCW 70.105D), and the Clean Water Act (33 U.S.C. §1321).

B. Pursuant to WAC 197-11-944, the County shall be the nominal lead agency, whereby the County shall be responsible for complying with the duties of the lead agency under all applicable SEPA rules.

12. Permits. The County shall be responsible for obtaining all necessary permits and approvals related to the development, construction and operation of the Special Events Center and the Project. The County shall comply with the terms and conditions of all permits and shall be solely responsible for paying any fees related thereto.

13. Special Events Center Design and Construction.

A. The County shall be primarily responsible for the development, design and construction of the Special Events Center. The PFD shall have the right and reasonable opportunity, taking into consideration the start date for Commencement of Construction, to review and comment on the proposed design process, the proposed design (both schematic and final) and performance

specifications, and to provide input on the selection of the Special Events Center contractor and design team.

B. The County shall perform (or cause to be performed) the construction and development of the Project according to the following standards:

- i. Performance in a good and workmanlike manner and in compliance with all applicable laws;
- ii. Use of materials that are of first class quality and workmanship; and
- iii. First class maintenance of all portions of the Project.

14. Administration.

A. The County shall be the administrator, within the meaning of RCW 39.34.030(4), of this cooperative undertaking for the development and operation of the Special Events Center, subject to the terms, conditions and limitations of this Agreement. This shall include responsibility for acquiring, designing, constructing, owning, remodeling, maintaining, equipping, repairing, financing and operating the Special Events Center, as well as maintaining a budget for the Project and the Special Events Center. The County may use an alternative public works procedure, or other legal mechanism, to provide the most economic and efficient way to assure the success of the Project. The County will seek, review and consider any recommendations from the parties hereto. However, subject to the restrictions imposed by law, and the bond covenants contained herein, the County shall have the responsibility and final authority with regards to the selection of the manner and method used to finance, construct, operate and maintain the Special Events Center.

B. The County shall operate and maintain the Special Events Center at all times in a safe and clean condition. The County shall provide (directly or by contract) all management, supervision, personnel, materials, equipment, services and supplies necessary to operate, maintain and repair the Special Events Center and shall take all reasonable precautions to prevent damage, injury or loss by reason of or related to the construction, operation and maintenance of the Special Events Center to any person or property. The PFD shall have the right to review and comment on contracts and agreements that the County proposes to enter into for the management of the Special Events Center. The County shall comply with all applicable laws and ordinances in constructing, operating and maintaining the

Special Events Center. The County shall undertake all modifications to the Special Events Center required to comply with all applicable laws, regulations, judgments and orders.

C. Each party shall designate a representative (Designated Representative) that will serve as the official contact person for that party regarding the implementation of any provision of this Agreement. The Designated Representative may be changed at any time by giving written notice of the change to the Designated Representative of each party, and to the persons identified in Section 20. The initial Designated Representative for each party, and their address, phone number, fax number and e-mail address is attached hereto as Exhibit C.

D. The Designated Representatives shall meet on a regular basis, and at such other intervals as are necessary to address issues of concern. The regular meetings will be for the purpose of advising the PFD of the current status of planning and construction activities and to seek PFD input with regards thereto. The County will present any proposed changes to the Project at the regular meetings for the PFD's approval. It is anticipated that the regular meetings will occur at such frequency as is necessary to provide the PFD with timely relevant information and for the PFD to give the County with timely input. In any event, a meeting shall be scheduled no less frequently than once per month during the planning and construction process. After construction is completed, the regular meetings will be for the purpose of advising the PFD on the Special Events Center operations and to seek their input and suggestions with regards thereto. These meetings shall occur less frequently, but no less than twice per year. The obligations under this paragraph D shall terminate when the Bonds are no longer outstanding, unless otherwise agreed by the parties.

15. Insurance: Destruction.

A. Insurance Requirements. The County shall maintain and keep in force on the Property the following insurance:

i. Builder's All Risk Comprehensive Coverage. During construction, the County shall keep or require the developer to keep the Project, including the Special Events Center, insured for Builder's All Risk Comprehensive Coverage (including earthquake and flood) in an amount not less than 100% of the full replacement cost of the Project, including all fixtures, equipment, improvements, and betterments thereto.

ii. Commercial General Liability Coverage. The County shall carry and require the developer to carry Commercial General Liability insurance providing coverage claims for bodily injury, death, or property damage on the Project with broad form liability and property damage endorsement, written for combined single limits of liability of no less than \$10,000,000 per occurrence, said amount to be adjusted from time to time with coverage deemed customary under like conditions.

iii. Property Damage Insurance. Following substantial completion of construction, the County shall carry property damage insurance covering the Special Events Center, including all improvements, including earthquake, flood, boiler, machinery insurance in an amount equal to at least one hundred percent (100%) of the replacement costs of the Conference Center. Such coverage shall contain coverage against loss or damage by perils no less broad than the current edition of the ISO Special Form, 1985 Edition.

B. Insurance Policies. The insurance policies required by the Agreement shall be issued as primary policies and shall carry an endorsement that the policy shall not be cancelled or substantially changed without at least 30 days written notice to the PFD. The County shall make available to the PFD copies of all insurance policies within 7 days of any request by the PFD.

C. Adjustments. The types of policies, risks insured, coverage amounts, deductibles and endorsements may be adjusted from time to time as the County and the PFD may mutually determine and agree.

D. Destruction.

i. If the Project is totally or partially destroyed at any time after the execution of this Agreement and the insurance proceeds (less any deductible) are sufficient to pay the cost of reconstruction or restoration, then the County shall reconstruct or repair the damage consistent with the terms and intent of this Agreement. If the insurance proceeds (less any deductible) are insufficient to reconstruct or repair the Project, then the County may nonetheless elect to reconstruct or repair the Project or to terminate this Agreement.

ii. If the County is unable to reconstruct or restore the damage to the Project, the PFD shall be entitled to a pro rata share of the insurance

proceeds, based on the amount the proceeds of the Bonds received by the County in relation to the total construction costs of the County in the Project. The PFD shall use any proceeds received in a manner that does not impact the tax-exempt status of the Bonds.

16. No Other PFD Obligation. The PFD shall not be responsible for any construction or operation funding shortfalls, or any other financial commitments or obligations associated with the Project or Special Events Center beyond the specific commitments set forth in Section 8.

17. Disposition of Property. Upon termination of this Agreement, all property including but not limited to the Special Events Center shall be retained by or returned to the County with the exception of Sales Tax Revenues, which shall be retained by or returned to the PFD upon payment in full of the Bonds.

18. Indemnity and Hold Harmless.

A. The County shall defend, indemnify and hold the PFD, and its respective elected officials, officers, employees and agents, including its development coordinator (Indemnitees) harmless from all claims, regardless of the nature of the claim, arising directly or indirectly from the planning, permitting, construction and operation of the Special Events Center, except for claims arising from the sole negligence of any Indemnatee. In the case of concurrent negligence of the County and an Indemnatee, each party shall hold the other party harmless from their proportionate share of the resulting damages.

B. This indemnity and hold harmless obligation shall extend to all claims of whatsoever kind or nature. It shall include attorneys fees, expert witness fees, court costs, arbitration costs, administrative fines and penalties, and any other direct expense that are a direct consequence of a breach of any provision of this Agreement or any negligent act or failure to act. It shall include the duty to promptly accept tender of defense and provide defense to the Indemnitees.

19. Dispute Resolution.

A. If a dispute arises between the parties with regards to the performance of any provision of this Agreement or the interpretation thereof, the parties agree to follow the procedure set forth in this Section 19. It is the goal of the parties to resolve their differences as early in this step process as possible.

B. Step One - Informal Discussions. The Designated Representatives shall meet to see if the matter can be informally resolved. This may involve more than one meeting.

C. Step Two - Written Notification and Resolution. If informal discussions are not successful then a written notice of dispute shall be mailed to the address for notices set forth in Section 20, as well as to the Designated Representative. The notice shall set forth the nature of the dispute and the desired outcome. A written response shall be provided within ten business days. The response shall provide the responding party's version of the dispute and a proposed resolution. The parties shall meet within ten business days after the response is received in order to see if the matter can be amicably resolved. If the matter is amicably resolved at this stage the affected parties shall sign a memorandum of understanding with regards thereto.

D. Step Three - Mediation. If the parties are unable to resolve their differences at Step Two, the parties will endeavor to settle the dispute by mediation under such mediation rules as shall be mutually agreeable to the parties. Such mediation will be non-binding but a condition precedent to having said dispute decided in court by a judge or jury. Mediation shall commence, unless otherwise agreed, within 30 days of a party's written request for mediation of a dispute. Any resolution at this stage shall be reduced to writing and, if it involves an interpretation of the Agreement, it shall be considered an addendum to this Agreement.

E. Litigation. In the event any action is brought to enforce any of the provisions of this Agreement, the parties agree to be subject to exclusive in personam jurisdiction in the Kitsap County Superior Court for the State and agree that in any such action venue shall lie exclusively in Kitsap County, Washington.

20. Notices. All notices and other written communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered, or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated below or at such address as any party may designate at any time in writing.

To PFD:

Rick Smith, Chair
Kitsap Public Facilities District
1200 N.W. Fairgrounds Road
Bremerton, WA 98311

To County:

Director of Administrative Services
Kitsap County
614 Division Street, MS 7
Port Orchard, WA 98366

21. Severability. It is the intent of the parties that if any provision of this Agreement or its application is held by a court of competent jurisdiction to be illegal, invalid or void, the validity of the remaining provisions of this Agreement or its application to other entities, or circumstances shall not be affected. The remaining provisions shall continue in full force and effect. The rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular invalid provision. However, if the invalid provision or its application is found by a court of competent jurisdiction to be substantive and to render performance of the remaining provisions unworkable and non-feasible, and is found to seriously affect the consideration and/or is inseparably connected to the remainder of this Agreement, then the entire Agreement shall be null and void.

22. Modification. This Agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on any of the parties unless executed in writing by authorized representatives of each of the parties. This Agreement shall not be modified, supplemented, or otherwise affected by the course of dealings between the parties.

23. Benefits. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

24. Assignment. The rights granted by this Agreement may not be assigned without the written consent of all the parties hereto.

25. Supplemental Documents. The parties agree to complete and timely execute all supplemental documents necessary or appropriate to fully implement the terms of this Agreement.

26. Duration of Agreement. This Agreement shall continue in full force and effect until such time as the Bonds issued by the County for the construction of the Special Events Center are fully paid and redeemed. The County will not extend the terms of the Bonds, or refund the Bonds or otherwise extend the term beyond the

initial Bond term without the written consent of the PFD. All rights to indemnification under Section 18 of this Agreement shall survive the termination of this Agreement and remain in force until such fees and costs are paid and such indemnification provision satisfied.

27. Filing of Agreement with County Auditor. Within five days from the date of this Agreement, as set forth in Section 1, the original of the Agreement shall be filed by the County with the Kitsap County Auditor as required by the provisions of RCW 39.34.040. The County shall provide the PFD with the Auditor's recording number.

28. Specific Performance. The parties acknowledge that any party may require specific performance of any of the terms and conditions of this Agreement, in addition to any other remedies that may be available as a matter of law.

29. Complete Agreement. This Agreement represents the entire agreement between the parties hereto concerning the subject matter hereof. This Agreement may not be amended except as provided herein.


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

**KITSAP PUBLIC FACILITIES
DISTRICT**



Rick Smith, Chair

Attest:



Stephen Stagner, Treasurer

Approved as to form:

Blair B. Burroughs
Blair B. Burroughs, Special Counsel

KITSAP COUNTY BOARD OF COMMISSIONERS

Jan Angel
Jan Angel, Chair

Chris Endresen
Chris Endresen, Commissioner

Patty Lent
Patty Lent, Commissioner

Attest:

Opal Robertson
Opal Robertson, Clerk of the Board

Approved as to form:

Nancy Neraas
Nancy Neraas, Special Counsel

EXHIBIT A

DESCRIPTION OF PROJECT

IMPROVEMENTS PROPOSED FOR PHASE 1

Kitsap Pavilion: rubberized flooring; building expansion for storage space; bleachers; sports equipment; plaza and roadway frontage; storm water collection and treatment; electrical service; water service

Community Baseball Field: drainage and upgraded playing surface; new concession/restroom facilities and seating areas; storm water treatment

Youth Athletic Fields: drainage; upgraded playing surfaces; storm water treatment

Event Camping: site work; storm water treatment; water service; electrical service

Paved Parking Facilities: surfacing; striping; curb and gutter; storm water treatment

Pedestrian Circulation: preliminary trails; stairways; walkways; sidewalks; storm water treatment

Food Service Building: exterior improvements; fire suppression upgrades

Miscellaneous: additional pedestrian circulation, ball-field improvements and general site enhancements as deemed necessary

IMPROVEMENTS PROPOSED FOR FUTURE PHASES:

Thunderbird Stadium: artificial turf; performance stage; restrooms; plaza and roadway frontage; storm water treatment; sanitary sewer; fencing and screening

Presidents Hall: interior room dividers; meeting rooms, food service; storage; outdoor plaza, stairs and walkways; storm water treatment; electrical service

Gordon Field: athletic field lighting; restrooms; electrical service; storm water treatment

Equestrian Arena: new construction of covered facility

Skate Park: concrete structure; storm water treatment

Fairgrounds Road Improvements: crosswalks; sidewalks; landscaping

Miscellaneous: additional pedestrian circulation, ball-field improvements and general site enhancements as deemed necessary

EXHIBIT B
GRAPHICAL DEPICTION OF SPECIAL EVENTS CENTER

**EXHIBIT C
DESIGNATED REPRESENTATIVES**

Kitsap Public Facilities District
Rick Smith, Chair
1200 NW Fairgrounds Road
Bremerton, WA 98311
360-692-5566 (phone)
360-337-5385 (fax)
som@tscnet.com (email)

Cristofer Gears, Director
Department of Parks and Recreation
1200 NW Fairgrounds Road
Bremerton, WA 98311
360-337-5361 (phone)
360-337-5385 (fax)
cgears@co.kitsap.wa.us (e-mail)