



CITY COUNCIL 345 6th Street, Suite 100, Bremerton, WA 98337 - Phone (360) 473-5280

WEDNESDAY, APRIL 17, 2024
CITY COUNCIL HYBRID MEETING AGENDA

Most Council Members and staff will be participating in the meeting in-person, and the public is invited to attend. Or beginning at 5:30 PM, the public may participate remotely through one of the following options:

- *To stream online only (via BKAT Feed, with no interaction possible):*
<https://bremerton.vod.castus.tv/vod/?live=ch1&nav=live>
 - *Members of the public are invited to join the Zoom Meeting by clicking on the link below:*
<https://bremertonwa-gov.zoom.us/j/89694813320?pwd=Z0JvSXNhSFp1c0xhL1NxUjRhN20xUT09>
 - *Or One tap mobile:*
US: +12532050468,,89694813320#,,,,*173061# or +12532158782,,89694813320#,,,,*173061#
 - *Or Telephone: Dial (for higher quality, dial a number based on your current location):*
US: +1 253 205 0468 or +1 253 215 8782 or +1 669 444 9171 or +1 669 900 6833
- Webinar ID: 896 9481 3320*
Passcode: 173061

Public questions or comments may be submitted ahead of time to City.Council@ci.bremerton.wa.us

1. BRIEFING: 5:00 – 5:30 P.M. in COUNCIL CONFERENCE ROOM 603

- A. Review of Agenda
- B. General Council Business

2. CALL TO ORDER: 5:30 P.M. in FIRST FLOOR CHAMBERS

3. MAYOR'S REPORT

4. CONSENT AGENDA

- A. Claims and Check Register
- B. Minutes of Meeting – April 3, 2024
- C. Minutes of Study Session – April 10, 2024
- D. Interlocal Agreement between Bremerton Fire Department, Poulsbo Fire Department, Central Kitsap Fire & Rescue, South Kitsap Fire & Rescue, and North Kitsap Fire & Rescue for Darkhorse Data Analytics Program
- E. Approval to submit Staffing for Adequate Fire & Emergency Response Grant Application through the Federal Emergency Management Agency
- F. Contract with SAK Construction, LLC for the 2024 Sewer Rehabilitation Project

5. PUBLIC RECOGNITION – *To address the Council on any issues not already on the agenda. Please state your name for the record in person, and limit your comments to under 3-minutes...*

Continued on next page...



Americans with Disabilities Act (ADA) accommodations provided upon request. Those requiring special accommodations please contact the City Clerk at (360) 473-5323 at least 24 hours prior to the meeting.

6. **GENERAL BUSINESS**

[A.](#) Resolution No. 3379 to place a continuation of the Emergency Medical Care & Service Tax Levy for a six-year period on the August 6, 2024 Ballot

[B.](#) Resolution No. 3380 to endorse the Warren Avenue Bridge Multimodal Project Preferred Design Alternative

7. **COUNCIL MEMBER REPORTS**

8. **ADJOURNMENT OF CITY COUNCIL BUSINESS MEETING**

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4A

SUBJECT:

Claims & Check Register

Study Session Date: N/A

COUNCIL MEETING Date: April 17, 2024

Department: Legal Services

Presenter: Angela Hoover

Phone: (360) 473-5323

SUMMARY:

Approval of the following checks and electronic fund transfers:

1. Check Numbers 406602-406721 and EFT Numbers V40701-V40796 in the grand total amount of \$3,182,556.61
2. Regular Payroll for pay period ending March 31, 2024 in the amount of \$1,046,736.91
3. Regular Payroll Payout for pay period ending March 31, 2024 in the amount of \$15,924.44

ATTACHMENTS:

FISCAL IMPACTS (Include Budgeted Amount):

STUDY SESSION AGENDA:

Limited Presentation

Full Presentation

STUDY SESSION ACTION:

Consent Agenda

General Business

Public Hearing

RECOMMENDED MOTION:

Move to approve the consent agenda as presented.

COUNCIL ACTION:

Approve

Deny

Table

Continue

No Action

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4B

SUBJECT: Minutes of Meeting – April 3,
2024

Study Session Date: N/A
COUNCIL MEETING Date: April 17, 2024
Department: City Council
Presenter: Council President
Phone: (360) 473-5280

SUMMARY: The Minutes of Meeting held on April 3, 2024 are attached.

ATTACHMENTS: Meeting Minutes

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION AGENDA: N/A

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the April 3, 2024 Meeting Minutes as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

CITY COUNCIL HYBRID MEETING MINUTES

Wednesday, April 3, 2024

The weekly meeting of the City Council of the City of Bremerton was called to order Wednesday, April 3, 2024, at 5:00 PM in Council Conference Room 603 of the NORM DICKS GOVERNMENT CENTER, 345 6th Street, Bremerton, Washington, with Council President Jennifer Chamberlin presiding. Council Members present were Eric Younger (arrived 5:30 PM), Anna Mockler, Jane Rebelowski, Jeff Coughlin (arrived 5:05 PM), and Denise Frey. Council Member Michael Goodnow was absent. At 5:30 PM, the meeting moved to the First Floor Meeting Chambers. Also present were City Attorney Kylie Finnell, Assistant City Attorney Brett Jette, City Clerk Angela Hoover, Legislative Assistant Christine Grenier, and IT Manager Dave Sorensen.

President Chamberlin announced the City Council is conducting the Council Meeting in-person with an option for the public to join in person, participate remotely via Zoom, or view on BKAT, because community involvement is encouraged.

MAYOR'S REPORT – *Mayor Wheeler provided updates on the following:*

- Washington State Ferries Funding
- Quincy Square Project Sculpture

CONSENT AGENDA

- 4A** – Check Numbers 406426 through 406601 and Electronic Fund Transfers V40603 through V40700 in the grand total amount of \$2,148,664.99; Regular Payroll for pay period ending March 15, 2024 in the amount of \$1,108,151.07; Regular Payroll Payout for pay period ending March 15, 2024 in the amount of \$20,886.96; and Retiree Payroll for pay period ending March 31, 2024 in the amount of \$34,090.43
- 4B** – Minutes of Meeting – March 20, 2024
- 4C** – Minutes of Joint Planning Session – March 27, 2024
- 4D** – Confirm Reappointment of Holly James to the Civil Service Commission
- 4E** – Street Lighting Conservation Grant Agreement with Puget Sound Energy for LED Conversion Phase 1
- 4F** – Acceptance of Department of Commerce Local & Community Projects Program Grant and Agreement for Admiral Theatre Facility Improvements; and Budget Adjustment
- 4G** – Goods & Services Agreement with Cummins, Inc. for Emergency Power Generation Equipment at multiple City water supply sites
- 4H** – 2024 – 2025 Council Goals & Priorities

*Questions or comments from the public were provided by **Mike Simpson** (Item 4H), and **Roy Runyon** (Items 4E and 4H).*

5:46 PM M/S/C/U (Frey/Rebelowski) Move to approve the CONSENT AGENDA as presented.
Motion carried unanimously.

President Chamberlin provided a reminder that until hate speech is addressed, no public comment during Public Recognition is allowed via Zoom, unless prior arrangements for special accommodations have been made through the City Clerk at least 24-hours before the meeting. Lastly, since it's election season, to avoid comments on any ballot measures or candidates.

PUBLIC RECOGNITION – *Questions and comments from the public were provided by **Caroline Stein**, **Jo Walter**, **Kaileinanoa Astentista**, and **Mike Simpson**.*

GENERAL BUSINESS

6A – WARREN AVENUE BRIDGE MULTIMODAL IMPROVEMENTS PROJECT PREFERRED

ALTERNATIVE: **President Chamberlin** explained that this is another opportunity for public comment. To assist the Council, along with any general comments, to please indicate which alternative within budget that is least preferred. Feedback received tonight will be incorporated for this item with action anticipated in 2 weeks.

*Questions and comments from the public were provided by **Charlie Michel**, **Dianne Iverson**, **Holden Bradford**, **Roy Runyon**, **Kaileinanoa Astentista**, **Mike Simpson**, **Joie Hayes**, **Ms. Levine**, and **Judge Tracy Flood**, with a response provided by **President Chamberlin**.*

COUNCIL MEMBER REPORTS

Denise Frey will be attending a Bataan Death March Memorial this weekend; and thanked Jeff Coughlin for the work he's done on the Warren Avenue Bridge Project.

Jeff Coughlin acknowledged news shared earlier by the Mayor; addressed specific comments made by Judge Flood, Roy Runyon, Mike Simpson, and Joie Hayes; and announced Leadership Kitsap will be kicking off a Historic Walking Tour on May 11.

Jane Rebelowski encouraged everyone to read the "FAQ" sheet online which addresses comments and questions related to the Warren Avenue Bridge; announced the next District 4 Townhall Meeting on Thursday, April 4 from 5:00 to 6:30 PM at the Bremerton High School Career Center Building, featuring guest speaker Fire Chief Pat McGanney; and volunteers are welcome for removal of blackberry bushes on Saturday, April 6 from 10:00 AM to Noon at Matan Park.

Jennifer Chamberlin announced on behalf of Michael Goodnow that the Charleston Business District Monthly Meeting will be on Tuesday, April 16 from 6:00 to 7:30 PM at "Moments in Bremerton", with a Zoom option; and volunteers are welcome for monthly Forest Ridge Park Stewardship Work Parties on 3rd Saturdays from 9:00 AM to 12:00 PM, with the next event planned for April 20.

Anna Mockler shared photos of recent improvements and "spring in progress" at Haddon Park; looked forward to being a Judge at the WA State Science & Engineering Fair on Friday, April 5 and Saturday, April 6; was sad that the International Space Station event originally planned on Friday morning has been cancelled, but was excited there would be opportunity to have a postcard sent to and from space; announced the next District 6 Town Hall Meeting on Monday, April 8, 2024 from 4:00 PM to 6:00 PM in the Conference Room at the Bremerton Public Works Facility when featured guest speaker will be Joe Crain with St. Vincent de Paul; Crane horns at the Shipyard will be sounded on May 3 at 2:30 PM for a longtime worker who recently passed away; and thanked Contracts Administrator Melinda Monroe for her work on the CommonStreet Agreement.

Jennifer Chamberlin announced there will be several showings of "Titanic The Musical" at the Bremerton Community Theatre from April 5 through May 5; monthly Warren Avenue Bridge Clean-Ups are planned through October, with volunteers meeting at Café Perfetto on Saturday, April 20 at 9:00 AM; addressed comments made about her beliefs, which she welcomed and valued the sentiment; and expressed appreciation for fellow Council Members.

President Chamberlin announced the next Study Session will be on Wednesday, April 10 beginning at 5:00 PM in the 6th Floor Council Conference Room of the Norm Dicks Government Center, and the public is welcome and encouraged to attend in-person or remotely via Zoom, but there will be no opportunity to comment. Written comments are welcome anytime.

With no further business, **President Chamberlin** adjourned the Council Meeting at 6:35 PM.

Prepared and Submitted by:

Christine Grenier

CHRISTINE GRENIER
Legislative Assistant

APPROVED by the City Council on the 17th day of April, 2024.

JENNIFER CHAMBERLIN, City Council President

Attest:

ANGELA HOOVER, City Clerk

JC:AH:ls:cg

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4C

SUBJECT: Minutes of Study Session –
April 10, 2024

Study Session Date: N/A
COUNCIL MEETING Date: April 17, 2024
Department: City Council
Presenter: Council President
Phone: (360) 473-5280

SUMMARY: The Minutes of Study Session held on April 10, 2024 are attached.

ATTACHMENTS: Meeting Minutes

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION AGENDA: N/A

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the April 10, 2024 Meeting Minutes as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

CITY COUNCIL STUDY SESSION MINUTES

Wednesday, April 10, 2024

A Study Session of the City Council of the City of Bremerton was called to order on Wednesday, April 10, 2024 at 5:00 PM in Council Conference Room 603 located in the Norm Dicks Government Center at 345 6th Street, with Council President Jennifer Chamberlin presiding. Other Council Members present were Eric Younger, Michael Goodnow, Anna Mockler (arrived 5:18 PM), Jane Rebelowski, Jeff Coughlin, and Denise Frey. Legislative Assistant Christine Grenier provided staff support.

President Chamberlin established that the Study Session is open for the public to attend in person or view remotely, but there will be no opportunities for input; the content of these items is subject to change, no action is anticipated.

Any of the items approved for action by the Council tonight, will be placed on the **April 17, 2024** City Council Meeting Agenda or as otherwise determined. She further established that a recording will be available online within a few days following the meeting.

A. **INFORMATION ONLY**

1. State of the Bremerton Municipal Court Update – Judge Tracy Flood and Court Administrator Christina Rauenhorst

B. **BRIEFINGS ON AGENDA BILL ITEMS**

1. Interlocal Agreement between Bremerton, Poulsbo, Central Kitsap, North Kitsap, and South Kitsap Fire Departments for Dark Horse Data Analytics Program **Consent Agenda**
2. Approval to submit Staffing for Adequate Fire & Emergency Response Grant Application through the Federal Emergency Management Agency **Consent Agenda**
3. Resolution to place a continuation of the Emergency Medical Care & Service Tax Levy for a six-year period on the August 6, 2024 Ballot **General Business**
4. Contract with SAK Construction, LLC for the 2024 Sewer Rehabilitation Project **Consent Agenda**

President Chamberlin called a brief break from 6:22 PM to 6:31 PM...

5. Resolution to endorse the Warren Avenue Bridge Multimodal Improvements Project Design Alternative **General Business**

President Chamberlin called a brief break from 8:00 PM to 8:08 PM...

C. **GENERAL COUNCIL BUSINESS**

1. Warren Avenue Bridge Multimodal Improvements Project Funding Discussion – Council President Jennifer Chamberlin
2. Lodging Tax Advisory Committee Briefing (*Last Meeting 3/28/24*) – Chair Denise Frey
3. Public Safety Committee Briefing (*Last Meeting 4/4/24*) – Chair Denise Frey
4. Regional and Other Committee/Board Briefings
5. Other General Council Business was discussed.

President Chamberlin established that the next Council Meeting would be on Wednesday, April 17, 2024 beginning at 5:30 PM in the First Floor Meeting Chambers of the Norm Dicks Government Center; and announced that the public is invited to attend in person or remotely, with any special accommodations to speak via Zoom during Public Recognition may be requested through the City Clerk by calling (360) 473-5323 at least 24-hours prior to the meeting.

With no further business, the Study Session was adjourned at 8:50 PM.

Prepared and Submitted by:

Christine Grenier

CHRISTINE GRENIER, Legislative Assistant

APPROVED by the City Council on the 17th day of April, 2024.

JENNIFER CHAMBERLIN, Council President

ATTEST:

ANGELA HOOVER, City Clerk

JC:AH:ls:cg

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4D

SUBJECT:

Interlocal Agreement between Bremerton Fire Department, Poulsbo Fire Department, Central Kitsap Fire & Rescue, South Kitsap Fire & Rescue, and North Kitsap Fire & Rescue for Darkhorse Data Analytics Program

Study Session Date: April 10, 2024

COUNCIL MEETING Date: April 17, 2024

Department: Fire

Presenter: Chief Pat McGanney

Phone: (360) 473-5480

SUMMARY:

All the involved departments wish to mirror data assembly, data aggregation, data storage, and data display through combined resources including a Data Warehouse, Vendors, Software (Darkhorse, etc.) and other services to accomplish the analytics functions that are required to support all Agencies operations and business.

ATTACHMENTS: PowerPoint and ILA

FISCAL IMPACTS (Include Budgeted Amount): The first year's cost is \$25,000. This cost will be covered by left over radio alerting project funds at Kitsap 911.

STUDY SESSION AGENDA:

Limited Presentation

Full Presentation

STUDY SESSION ACTION:

Consent Agenda

General Business

Public Hearing

RECOMMENDED MOTION:

Move to approve the Interlocal agreement between Bremerton Fire Department, Poulsbo Fire Department, Central Kitsap Fire and Rescue, South Kitsap Fire and Rescue and North Kitsap Fire and Rescue for data analytics program Darkhorse; and authorize the Fire Chief to execute the agreement with substantially the same terms and conditions as presented.

COUNCIL ACTION:

Approve

Deny

Table

Continue

No Action

OUR PLATFORM

GAIN INSIGHTS FOR CONTINUALLY IMPROVING RESPONSE PERFORMANCE

[Response Diagnostics](#)

[Deployment Modeling](#)

[Reporting & Dashboards](#)

[Getting Started](#)

The Darkhorse Emergency decision analytics platform is a suite of cloud-based tools that support continuous improvement and more confident decision making by every member of your team. The platform has been used successfully in services with as few as three stations and as many as 80 and in communities with populations ranging from 25,000 to 5 million. And it has been fully embraced up and down the chain of command. From rookie firefighters to seasoned chiefs, the intuitive tools help everyone in your organization better understand current performance and effectively communicate it to your stakeholders.

DARKHORSE DIAGNOSTICS

KNOW WHERE AND WHY PERFORMANCE PROBLEMS AND OPPORTUNITIES EXIST

[Response Diagnostics](#)

[Deployment Modeling](#)

[Reporting & Dashboards](#)

[Getting Started](#)

You can't fix what you don't know is broken. The diagnostic tools in the Darkhorse Emergency decision analytics platform tell your performance story in no uncertain terms, going far beyond simple incident counts and response times. Darkhorse Diagnostics paints a clear picture of performance strengths and weaknesses, telling you not just what and where, but *why*. Use the tools to visualize your current performance, explore trends, spot indicators of problems or opportunities such as out-of-zone calls or mutual aid calls, and drill down into the root causes of over-target responses. With these insights, your team will know definitively where, when, and how to invest efforts and allocate resources for the greatest impact on performance and **Standards of Cover**.



DARKHORSE DEPLOYMENT

TAKE THE GUESSWORK OUT OF DEPLOYMENT AND STATION LOCATION DECISIONS

[Response Diagnostics](#)

[Deployment Modeling](#)

[Reporting & Dashboards](#)

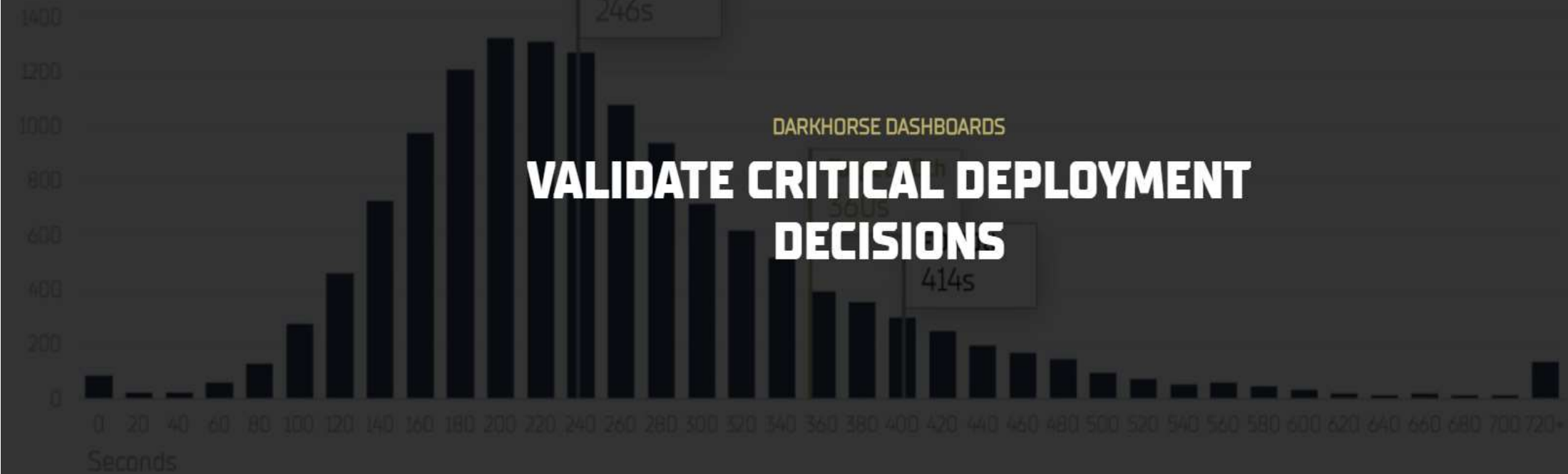
[Getting Started](#)

Poorly deployed fire and EMS resources cost lives. They can lead to millions of dollars in unnecessary property damage. And they tie up capital that could be used in all sorts of other ways to improve your community. With Darkhorse Deployment, you can see how your community's needs are evolving and model the impact of potential changes before you make them.

ALL INCIDENTS

Responses

15,179 responses



[Response Diagnostics](#)

[Deployment Modeling](#)

[Reporting & Dashboards](#)

[Getting Started](#)

Anytime you reallocate resources, Darkhorse Dashboards substantiates your results. Use the monitoring and reporting toolset to view the immediate and ongoing impact of choices on your most important performance metrics. Designed to hit the sweet spot between flexibility and simplicity, the easy-to-interpret dashboards use secure, web-based architecture to put critical information at your fingertips, on all your devices. You can confirm choices and nurture accountability at all levels of your service.

ANALYTICS PROGRAM SERVICES INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is entered into by Poulsbo Fire Department (“Poulsbo”) and Central Kitsap Fire and Rescue, (“Central Kitsap”) and South Kitsap Fire and Rescue (“South Kitsap”) and North Kitsap Fire and Rescue (“North Kitsap”) and Bremerton Fire Department (“Bremerton”) under the authority of the Interlocal Cooperation Act, R.C.W. Chapter 39.34. Poulsbo, South Kitsap, North Kitsap, Bremerton and Central Kitsap are individually a “party” and collectively the “parties”.

WHEREAS, the Parties are committed to providing adequate data, information, and analytics program services to their respective jurisdictions, and;

WHEREAS, the Parties have engaged in joint data, information, analytics projects to date; and

WHEREAS, the Parties recognize the benefits of cooperation and collaboration in delivering high- quality analytics program services to their staff to support quality decision support.

NOW, THEREFORE, in exchange for the mutual promises contained herein the Parties hereby agree as follows:

1. PURPOSE

- 1.1 The purpose of this Agreement is to provide the sharing of existing, and expanding, analytics resources between the Parties.
- 1.2 The Parties intend to mirror data assembly, data aggregation, data storage, and data display through combined resources including a Data Warehouse, Vendors, Software (Darkhorse, etc.) and other services to accomplish the analytics functions that are required to support the Agencies operations and business.

2. SCOPE OF COOPERATION

- 2.1 Hardware, Software, and Services: The Parties will share in the construction, cost, and maintenance of the existing hardware, software, and services.
- 2.2 Data Analytics: The Parties will share a single Data Analytics vendor across all organizations.

3. RESPONSIBILITIES OF THE AGENCIES

- 3.1 In performing under this Agreement the Parties shall:
 - 3.1.1 Make available their data and information that will be required for various analysis work that is needed to benefit its Party or the combined Agencies.
 - 3.1.2 Participate in annual planning sessions, setting the direction for the coming years analytics project workload.
 - 3.1.3 Maintain the necessary hardware, software, services, and staff to maintain the intent of the Analytics Program Services required by the Agencies.

4. FISCAL ARRANGEMENTS

- 4.1 Central Kitsap shall be the entity that manages the finances of the Analytics Program. As

such, Central Kitsap shall invoice each party annually for their equally allocated portion of the fees described in Section 6 and 7 of the Amended Scope of Work Agreement between Central Kitsap and Darkhorse Emergency Corporation attached hereto as Appendix A.

4.2 Invoice amounts are expected to be \$25,000 from each participating agency in year 1 and \$10,000 each year thereafter (excluding Central Kitsap) for the remaining term of the agreement. Parties agree to remit payment to Central Kitsap within 30 days of the invoice date.

4.3 In the event Fire Chiefs from each Party determine, during the course of the year, that additional expenditures or contributions from one or more participating Agencies are necessary, the Fire Chiefs from each Party shall make a recommendation/request to the appropriate Party.

5. RESOURCE SHARING

5.1 The Agencies may explore opportunities for resource sharing, subject to availability, to support the Analytics Program. This may include sharing equipment, materials, personnel, and other necessary resources mutually agreed upon.

6. PERSONNEL

6.1 Initially, all Analytics Program Services will be provided by Central Kitsap.

6.2 To the extent this Agreement would result in any personnel changes that affect wages, benefits, or working conditions of any represented employees, the Fire Chiefs from each Party shall assist the governing body of the affected employing Party and affected bargaining unit to address such impacts prior to the implementation of the change.

7. TERM AND TERMINATION

7.1 This Agreement shall commence on the Effective Date and shall remain in effect for a period of five years (or the term of the DarkHorse Contract entered into by Central Kitsap Fire and Rescue) unless terminated earlier as provided herein.

7.2 Parties may terminate their participation in this Agreement by providing written notice of termination to the other Parties, with a notice period of 12 months prior to the intended termination date.

8. NOTICES All notices, requests, demands, and other communications required by this agreement shall be in writing. Notices to the City shall be directed to the Poulsbo Fire Chief, Notices to Central Kitsap shall be directed to the Fire Chief, Notices to South Kitsap shall be directed to the South Kitsap Fire Chief

9. ADMINISTRATION

9.1 This agreement shall be jointly administered by the Poulsbo Fire Chief, South Kitsap Fire Chief, Central Kitsap Fire Chief, North Kitsap Fire Chief, and Bremerton Fire Chief.

9.2 Spirit of Cooperation. Poulsbo, South Kitsap, North Kitsap, Bremerton and Central Kitsap joint goal is to work with one another at all times in an open, reasonable, and fair manner, and in a spirit of mutual cooperation, so any disagreements, or potential disagreements,

that arise between them regarding any aspect of the subject matter of this Agreement may be settled as quickly and fairly as possible.

- 9.3 Pursuant to R.C.W. 39.34.040, this agreement shall be recorded posted on each department's websites.
- 9.4 Property. The Parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a Party during this Agreement shall be held by and remain the property of the acquiring Party.

10. INSURANCE / INDEMNIFICATION

- 10.1 Each Party shall maintain in good standing during the term of this Agreement adequate general liability insurance to protect against losses and risks arising out of or related to the Services provided under this Agreement in such amounts as are prudent and customary for the jurisdiction.
 - 10.2 To the extent of its comparative liability, each Party agrees to indemnify, defend, and hold harmless the other Party, and the other Party's elected and appointed officials, employees, agents, and volunteers (and their marital communities) from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorneys fees, and alternative dispute resolution costs, for violation of any law applicable to a Party, any violation of those policies and procedures adopted by the Parties to accomplish the purposes of this Agreement, any personal injury, or any bodily injury, sick disease, or death, and for any damage to or destruction of any property (including the loss of uses therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the Party, its elected and appointed officials, employees, agents, or volunteers (and their marital communities).
 - 10.3 A Party reserves the right, but shall have no obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of the Party's indemnity obligations under this Agreement.
 - 10.4 All indemnity obligations shall survive the completion, expiration or termination of this Agreement.
11. NONDISCRIMINATION. No Party will discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.
12. GOVERNING LAW, VENUE, FEES. The Agreement will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050. Should any Party bring any legal action, each Party in such action shall bear the cost of its own attorney's fees and court costs.
13. COMPLIANCE WITH LAWS. The parties shall comply with all applicable laws, rules and regulations

pertaining to them in connection with the Services provided and matters covered in the Agreement.

14. NO JOINT VENTURE. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the Parties.
15. IMPLIED CONTRACT TERMS. Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.

IN WITNESS WHEREOF, the Agencies have caused this Addendum to be duly executed as of the Effective Date first above written.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4E

SUBJECT:

Approval to submit Staffing for Adequate
Fire & Emergency Response Grant
Application through the Federal Emergency
Management Agency

Study Session Date: April 10, 2024
COUNCIL MEETING Date: April 17, 2024
Department: Fire
Presenter: Chief Pat McGanney
Phone: (360) 473-5480

SUMMARY:

The Fire Department would like to apply for a Staffing for Adequate Fire and Emergency Response (SAFER) through FEMA for six (6) fire personnel. The grant details have not been released yet.

ATTACHMENTS:

FISCAL IMPACTS (Include Budgeted Amount): The permanent fund for this grant would be subject to the passage of the up coming EMS levy renewal.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to authorize the Fire Department to submit a SAFER grant application through FEMA.

COUNCIL ACTION:

Approve Deny Table Continue No Action

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4F

SUBJECT:

Contract with SAK Construction, LLC for the
2024 Sewer Rehabilitation Project

Study Session Date: April 10, 2024

COUNCIL MEETING Date: April 17, 2024

Department: Public Works & Utilities

Presenter: David Powell

Phone: (360) 979-7682

SUMMARY: The project will rehabilitate 6986 lineal feet of sanitary sewer and 303 lineal feet of storm sewer using the cure-in-place-pipe (CIPP) method. The project also includes approximately 7000 lineal feet of cleaning and video inspection of additional pipe in support of future lining projects. The pipes range in size from 8-inch to 24-inch diameter.

Two bids were submitted, which were opened on March 27, 2024. The lowest responsive, responsible bid was SAK Construction, LLC who submitted a bid in the amount of \$843,264.32 including sales tax.

Although SAK has not worked with the City in the past, their project manager has done work for the City on our CIPP project in 2022 when he was with another contractor. SAK provided project references for similar CIPP projects from 2019, 2021, and 2023. Based on review of their references, staff believes SAK can successfully complete this work.

ATTACHMENTS: 1. Contract; 2. Location Map; and 3. Bid Tabulation

FISCAL IMPACTS (Include Budgeted Amount): The budget amount in the 2023 Wastewater Capital Budget and Stormwater Capital Budget for this project is \$900,000 and \$250,000 respectively.

STUDY SESSION AGENDA:

Limited Presentation

Full Presentation

STUDY SESSION ACTION:

Consent Agenda

General Business

Public Hearing

RECOMMENDED MOTION: Move to award the contract for the 2024 Sewer Rehabilitation project to SAK Construction, LLC in the amount of \$843,264.32, including sales tax, and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

COUNCIL ACTION:

Approve

Deny

Table

Continue

No Action

CONTRACT

(Page 1 of 3)

THIS AGREEMENT is dated the ____ day of _____ in the year 2024 by and between **City of Bremerton** (hereinafter called CITY) and **SAK Construction, LLC** (hereinafter called CONTRACTOR).

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or indicated in the CITY's Contract Documents entitled **2024 Sewer Rehabilitation**

ARTICLE 2. CONTRACT TIMES.

The WORK shall obtain Substantial Completion within 135 calendar days of the Notice to Proceed. Time is of the essence as to each and every deadline set forth in this agreement. This provision has been specifically negotiated.

ARTICLE 3. LIQUIDATED DAMAGES.

CITY and the CONTRACTOR recognize that time is of the essence for this Agreement and that the CITY will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Section 1-08.8 of the Standard Specifications which may be modified by the Special Provisions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CONTRACTOR shall pay the CITY liquidated damages in the amount of **\$1200 per day** after the date of Substantial Completion.

ARTICLE 4. CONTRACT PRICE.

CITY shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Proposal, which shall include sales tax as provided in Section 1-07.2 of the Special Provisions.

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Section 1-09.9 of the Standard Specifications which may be modified by the Special Provisions. Applications for Payment will be processed by ENGINEER as provided in the Special Provisions

Contractor Initials

CONTRACT

(Page 2 of 3)

ARTICLE 6. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR concerning the WORK consist of this Contract and the following which are either attached or incorporated herein by reference:

- Notice Inviting Bids,
- Bidders Checklist,
- Bid Proposal including the Proposal Forms, Information Required of Bidder, Bid Bond, and all required certificates and affidavits,
- Performance Bond,
- Payment Bond,
- Standard Specifications,
- Amendments to the Standard Specifications,
- Appendices,
- Special Provisions,
- Contract Plans,
- Addenda numbers 1 to 1 , inclusive.
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Article 6. The Contract Documents may only be amended by Change Order as provided in Section 1-04.4 of the Standard Specifications which may be modified by the Special Provisions.

ARTICLE 7. INDEMNIFICATION.

The CONTRACTOR and CITY acknowledge and agree that they have negotiated the following in accordance with the requirements of RCW 4.24.115 and the CONTRACTOR specifically waives his immunity under industrial insurance under Title 51 RCW. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY, ENGINEER, their consultants, sub consultants, and the officers, directors, employees, and agents of each and any of them, against and from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, all claims and liability arising under, by reason of, related, or incidental to the Contract Documents or any performance of the WORK, but not from the sole negligence or willful misconduct of the CITY and/or the ENGINEER as further defined in the Contract Documents. The provisions of this section shall survive the termination of the contract.

Contractor Initial

CONTRACT
(Page 3 of 3)

ARTICLE 8. ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. The CITY, in its sole discretion, may refuse to allow the CONTRACTOR to assign any or all of its duties, rights and/or responsibilities under the Agreement, except with regards to an assignment of funds for security purposes. In the case of an assignment for security purposes the CITY may condition its approval to the extent it deems necessary to assure that there will be adequate funds to complete the WORK and to pay a subcontractors and suppliers.

CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

CITY : City of Bremerton

CONTRACTOR SAK Construction, LLC

(Signature)

(Signature)

By Greg Wheeler, Mayor
(Printed name)

By _____
(Printed name) [CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

License No. _____

Approved as to Form:

(Signature)
City Attorney

(Title)

Agent for service of process:

CONTRACT CERTIFICATE (IF PARTNERSHIP)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ a partnership existing under the laws of the State of _____, held on _____, 2024, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the CONTRACT dated _____, 2024, by and between this Partnership and **City of Bremerton** and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2024.

Partner

(SEAL)

CONTRACT CERTIFICATE (IF JOINT VENTURE)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____

a joint venture existing under the laws of the State of _____, held on _____, 2024, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the CONTRACT dated _____, 2024, by and between this Joint Venture and **City of Bremerton** and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2024.

Managing Partner

(SEAL)

CONTRACT CERTIFICATE (IF LIMITED LIABILITY COMPANY)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Members of the _____

a Limited Liability Company existing under the laws of the State of _____, held on _____, 2024, the following resolution was duly passed and adopted:

"RESOLVED, that _____, and _____ as members of the Limited Liability Company, be and are hereby authorized to execute the CONTRACT dated _____, 2024, to the **City of Bremerton** by this Limited Liability Company and that their execution thereof shall be the official act and deed of this Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2024.

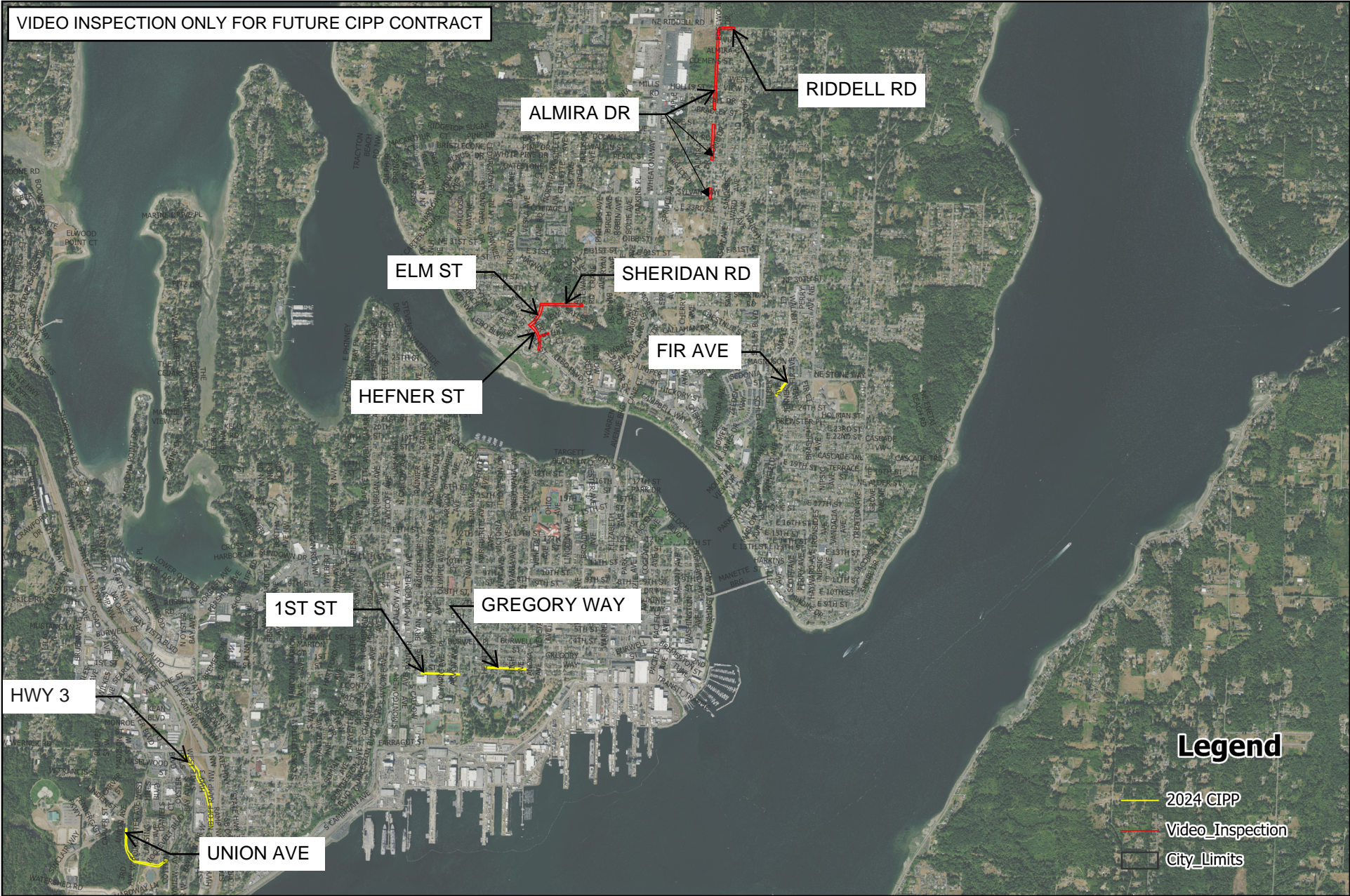
A Limited Liability Company

By: _____
Member

By: _____
Member

(SEAL)

VIDEO INSPECTION ONLY FOR FUTURE CIPP CONTRACT



	<h1>2024 SEWER REHABILITATION</h1> <h2>Project Location Map</h2>	<p>CITY OF BREMEROTN DEPARTMENT OF PUBLIC WORKS & UTILITIES ENGINEERING DIVISION</p> <p>EXHIBIT BY: AJB DATE: 3/12/24 CHECKED BY: DEP DATE: 3/12/24</p>	<p>Legend</p> <ul style="list-style-type: none"> 2024 CIPP Video_Inspection City_Limits <p>0 2,000 4,000 Feet</p>
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**CITY OF BREMERTON
BID TABULATION**

BID TITLE:	2024 Sewer Rehabilitation		OPENED BY:	Angela Hoover
DATE OPENED:	3/27/2024 <i>fw</i>	TIME OPENED:	11:02 Am	RECORDED BY: Noreen Bolo

NAME OF BIDDER	BOND	BASE BID	SALES TAX	TOTAL
<i>Insituform Technologies, LLC</i>	<i>✓</i>			<i>\$ 959,940.48</i>
<i>SAK Construction, LLC</i>	<i>✓</i>			<i>\$ 843,264.32</i>
CURRENT SALES TAX RATE	9.20%			

SUMMARY	
ENGINEER ESTIMATE (INCLUDING SALES TAX)	\$ 1,160,000.00
APPARENT LOW BIDDER <i>(SAK Construction, LLC)</i>	\$ 843,264.32
SECOND LOW BIDDER <i>(Insituform Technologies, LLC)</i>	\$ 959,940.48
THIRD LOW BIDDER <i>(N/A)</i>	—



2024 Sewer Rehabilitation Project

CITY OF BREMERTON PROJECT NO. 5891

City Council Study Session
Wednesday, April 10, 2024



AGENDA BILL DATE(S)

Public Works Committee: March 19, 2024
Council Meeting: April 17, 2024

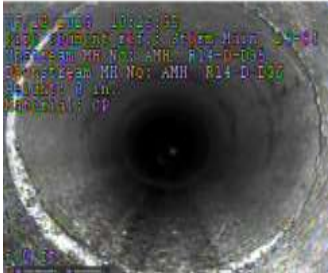
AGENDA BILL SUBJECT

Contract with SAK Construction, LLC for the 2024 Sewer Rehabilitation Project

PRESENTER

David Powell – Project Manager
360.473.5268
david.powell@ci.Bremerton.wa.us

Cured-In-Place-Pipe (CIPP) Overview



Sewer Cleaning & Inspection



Minor Repairs (If Needed)



Set Up Sewer Bypass System to Temporarily Reroute Flows



Insert Prepared CIPP Liner Into Pipe



Cure Liner Per Specifications

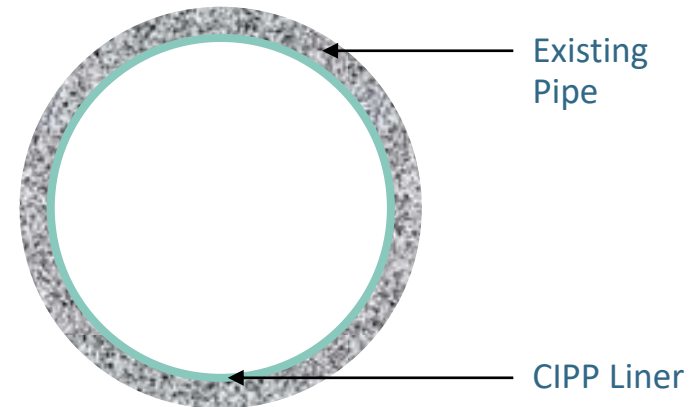


Reinstate Active Connections/Laterals



Remove Bypass System & Perform Post Installation Inspection

Cured-in-Place-Pipe Lining (CIPP) is a trenchless method of sewer construction. It requires little or no digging and significantly less time to complete than other sewer repair methods. It is suitable for repairing both short and long runs of pipes that do not need to be upsized.



Project Overview

- CIPP of 6,986 linear feet of sanitary sewer pipeline (8" – 21")
- CIPP of 303 linear feet of storm sewer pipeline (24")
- Reinstatement of service laterals
- Removal of protruding service laterals
- Video inspection only of 7,000 linear feet of sanitary sewer
- Traffic control and bypass pumping

135 Calendar Day
Schedule



Bid Summary



- Bid published March 7, 2024
- Pre-bid Conference March 13, 2024
- Bid Opened March 27, 2024
- Two responsive Bids Received (SAK Construction, LLC Recommended for Award)

ANTICIPATED SCHEDULE

Upon approval of this item, Notice to Proceed is expected to be issued in May 2024 with work complete in September 2024.

RECOMMENDED APPROVAL

Move to award the contract for the 2024 Sewer Rehabilitation Project to SAK Construction, LLC in the amount of \$843,264.32, including sales tax, and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.



Questions?

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

6A

SUBJECT:

Resolution No. 3379 to place a continuation of the Emergency Medical Care & Service Tax Levy for a six-year period on the August 6, 2024 Ballot

Study Session Date: April 10, 2024
COUNCIL MEETING Date: April 17, 2024
Department: Fire
Presenter: Pat McGanney, Fire Chief
Phone: (360) 473-5380

SUMMARY:

The Bremerton Fire Department provides Emergency Medical Care to the citizens of Bremerton. The "Rescue One" program is funded through a property tax of \$.50 per thousand of assessed valuation. This property tax must be renewed every 6 years. This is not a new tax, but a continuation otherwise the funding stops.

ATTACHMENTS:

Resolution No. 3379

FISCAL IMPACTS (Include Budgeted Amount): This property tax generates approximately 2.2 million dollars. Failure to pass the levy would jeopardize the paramedic program.

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to adopt Resolution No. 3379 to place on the August 6, 2024 ballot, a continuation of the Emergency Medical Care and Service Tax levy for a six (6) year period.

COUNCIL ACTION: Approve Deny Table Continue No Action

The current EMS levy will expire on 12/31/2025. If we do not renew this levy, we will lose 2.2 million dollars that currently help fund the fire department paramedic program. The fire department is requesting to restore the levy back to .50 cents per thousand of assessed evaluation. The goal is to run the levy a year early, one to help support the addition of the new positions and two it will give us a year buffer if the levy were to fail, to come up with another plan. The current levy rate is .37 cents per thousand of assessed evaluation. The increase of .13 cents will add approximately \$815,000 in additional revenue per year. This additional funding will support the hiring, outfitting, and training of five new positions. Three positions would be Firefighter/EMT's, and the other two positions would be a Firefighter/Paramedic's. These additional positions would allow the fire department to staff an additional response unit 24/7.

Poulsbo Fire and North Kitsap Fire will be running theirs EMS Levy at the same time.

The resolution will need to be to the County by May 10, 2024.

RESOLUTION NO. 3379

A RESOLUTION of the City Council of the City of Bremerton, Washington setting forth a property tax levy to fund emergency medical services for submission to the voters of the City for approval and ratification or rejection at the primary election to be held on August 6, 2024.

WHEREAS, it is deemed necessary to the public health, safety and welfare that the City of Bremerton (the “City”) provide emergency medical care and emergency medical treatment to its citizens; and

WHEREAS, the Fire Department of the City of Bremerton is in need of monetary funds for present and future funding to continue its emergency medical services; and

WHEREAS, the City currently has a six (6) year emergency medical services levy, and the levy rate has fallen from \$0.50 per \$1,000 of assessed value to \$0.37 per \$1,000 of assessed value; and

WHEREAS, a property tax levy would perpetuate and enhance the Bremerton emergency medical services program by funding personnel costs, training and related equipment, supplies, vehicles, and structures needed for the provision of such care or services not including the costs of transportation to and from medical treatment facilities; and

WHEREAS, RCW 84.52.069 provides for the levy of regular property taxes in an amount not to exceed \$0.50 per \$1,000 of assessed valuation if such increased levy is for six years or less, replaces a levy and is authorized by a ballot proposition approved by a majority of the voters at an election held within the taxing district; and

WHEREAS, in order to replace the current levy that expires in 2025, the City Council has determined that it is in the best interest of the City and its residents to submit a proposition under RCW 84.52.069(2) to the voters for their approval or rejection; NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF BREMERTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. *Purpose and Description of Ballot Proposition.* For the purposes identified below, the Council seeks voter approval under RCW 84.52.069(2) for a regular property tax levy, as follows:

(a) Purpose. The amounts collected in 2025 through 2030 pursuant to the increase authorized shall be used solely to provide medical care and emergency services in the City.

(b) Maximum Levy Rate Authorized in 2025-30. The proposition would authorize a regular property tax levy of \$0.50 or less per \$1,000 of assessed value for levy beginning in 2020 through 2025 and to be collected in 2025 through 2030. If the proposition passes, the City will levy the tax to be collected in 2025 under this new proposition and not under the proposition approved in 2019.

SECTION 2. Calling of Election and Ballot Proposition. The Auditor of Kitsap County, Washington (the “Auditor”), as ex officio supervisor of elections, is hereby requested to call and conduct an election in the City, to be held in conjunction with the primary election on August 6, 2024, and to submit to the voters of the City a proposition in substantially the following form.

**THE CITY OF BREMERTON
PROPOSITION NO. 1
EMERGENCY MEDICAL CARE AND SERVICES TAX LEVY**

The City Council of the City of Bremerton adopted Resolution No. ____ concerning a regular property tax levy under chapter 84.52 RCW. Will the City be authorized to impose regular property tax levies of \$0.50 or less per \$1,000 of assessed valuation for each of six consecutive years (2025-2030) to continue financing emergency medical care and services?

Yes _____

No _____

SECTION 3. Notices Relating to Ballot Proposition. For purposes of receiving notice of the exact language of the ballot proposition required by RCW 29A.36.080, the Council designates the City Clerk (or his/her designee) as the individual to whom such notice should be provided.

SECTION 4 Authorization to Deliver Resolution and Perform Other Necessary Duties. The City Clerk is authorized and directed, no later than May 10, 2024, to certify a copy of this Resolution to the Auditor and to perform such other duties as are necessary or required by law to the end that the proposition described herein should appear on the ballot at the general election identified in Section 2 of this resolution.

SECTION 5. Local Voters’ Pamphlet Authorized. The preparation and distribution of a local voters’ pamphlet providing information on this ballot proposition is hereby authorized. The pamphlet shall include arguments advocating approval and disapproval of the ballot proposition. In accordance with RCW 29A.32.280 or with rules of the County Auditor, committees to prepare arguments advocating approval and disapproval of the measure shall be appointed by Fire Chief. Each committee shall be composed of not more than three persons, and the committee advocating approval shall be composed of persons known to favor the ballot proposition and the committee advocating disapproval shall be composed of persons known to oppose the ballot proposition. The City Clerk is authorized to post publicly and accept nominations for the pro and con committees, and if more than three individuals are nominated for either side, to

select the committees by randomly drawing three names from each pool of nominations. Names of committee members so selected shall be forwarded to the appropriate County officials.

SECTION 6. Severability. If any or one or more sections, subsections, or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

SECTION 7. Changes. The City Attorney is authorized to make such minor adjustments to the wording of such proposition as deemed appropriate or as may be recommended by the Kitsap County Auditor and its Supervisor of Elections, as long as the intent of the proposition remains clear and as approved by the City Council.

SECTION 8. Effective Date. This Resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council of the City of Bremerton, Washington this ____ day of _____, 2024.

JENNIFER CHAMBERLIN,
Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

6B

SUBJECT:

Resolution No. 3380 to endorse the Warren Avenue Bridge Multimodal Project Preferred Design Alternative

Study Session Date:	<u>April 10, 2024</u>
COUNCIL MEETING Date:	<u>April 17, 2024</u>
Department:	<u>PW&U</u>
Presenter:	<u>T. Knuckey/S. Weber</u>
Phone:	<u>(360) 473-2376</u>

SUMMARY:

On August 2, 2023 the City Council approved Resolution 3363 which adopted Alternative X as the Preferred Alternative for Multimodal Improvements for the Warren Avenue Bridge. An update to the Warren Avenue Bridge Pedestrian Improvements memorandum which is available at <https://www.warrenavebridgeproject.com/> was completed in March 2024 which determined Alternative X exceeds available construction budget. At its April 10, 2024 Study Session, the City Council selected Alternative 7 as the new Preferred Alternative; Alternative 7 consists of a 12-ft wide pathway on the east side of the bridge and a 5-ft pathway on the west side.

ATTACHMENTS:

1) Joint letter from Director's Knuckey and Riley dated March 26, 2024; 2) Resolution No. 3380

FISCAL IMPACTS (Include Budgeted Amount): Budget considerations are outlined in the letter from Director's Knuckey and Riley.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to adopt Resolution No. 3380, endorsing the City of Bremerton Warren Avenue Bridge Multimodal Project Preferred Design Alternative.

COUNCIL ACTION:

Approve Deny Table Continue No Action



March 26, 2024

Bremerton City Council
345 6th Street
Bremerton, WA 98837

Subject: Warren Avenue Bridge Multimodal Project – Preferred Alternative

Dear City Council:

As presented in the March 2024 update to the Warren Avenue Bridge Pedestrian Improvements memorandum which is available on the project website (<https://www.warrenavebridgeproject.com/documents>), given direction from WSDOT from their field testing, the estimated cost of the Preferred Alternative (Alternative X) now exceeds the project budget. As discussed at the March 13th City Council Study Session, we have grave concerns with moving this project forward where estimated costs exceed our budget and have outlined these concerns below for Council's consideration.

The State legislature has authorized \$27M to the City's bridge project, and \$500K of this is design funding that is unsecured as it is contingent on failure of Initiative 2117 that State voters will consider this fall. Due to its unsecured nature, those funds are not included in the project budget, and so the budget is \$26.5M; with \$1.5M for design and permitting, and \$25M for construction.

Note that in addition to developing the cost estimate for Alternative X, the March 2024 memorandum additionally updated the feasibility evaluation and cost estimates for the other improvement alternatives. From that effort, only two alternatives to improve pedestrian accessibility on the bridge are within the existing budget. These alternatives, along with Alternative X and another alternative that passed the feasibility screening were presented in a document that was included in the March 13th Council packet and attached to this letter. This document presents the difference between secured funding and estimated project costs for all alternatives. In considering this information, please note that while the bridge itself is a WSDOT-owned structure, the City will be responsible for all cost over-runs on our pedestrian improvement project.

Our concerns are as follows:

- While securing additional grant funding to close the construction funding gap may be possible, there is no guarantee of success. Further, the grant programs we would pursue funds for this project from, are the same sources we would otherwise pursue for other City pedestrian improvement projects including the Naval Avenue and 6th Street Rechannelization projects.
- Securing Public Works Trust Fund loans is a possibility, it again is not guaranteed we would be successful. Debt borrowing on an asset that is not owned by the city is not recommended. Debt service on the loan type would obligate the city to a 20-year payback with a commitment of up to \$4.6M, including the \$825K in interest.
- The City does not have sufficient projected Street or General Fund revenue to close the funding gap, should grant applications prove unsuccessful. If the City were to augment grant funds from those sources there would be a significant negative impact on many existing programs that rely on those funds.
- The City will have a significant investment to complete the design and permitting of the pedestrian improvement project. Should construction bids exceed available grant funding, and Council decide not to augment the project budget, the City would be unable to award the construction contract, and the investment in the design would be lost.

Please note that language included in Resolution 3363 that Council passed in August 2023 when it established Alternative X as the Preferred Alternative is inconsistent with the current out-of-budget status of the project, and so a new resolution acknowledging this status will be presented to Council for consideration. Given our concerns as stated above, we will bring forward two alternative Resolutions for the two alternatives that are in budget for Council's consideration in the same Agenda Bill.

Staff are eager to begin the design of this project, and whichever alternative the City Council selects, staff will make all efforts to deliver the project successfully. That said, we have grave concerns over this financial issue, and wanted to ensure our position was clearly understood before Council deliberates on this issue.

Sincerely,

Tom Knuckey Digitally signed by Tom Knuckey
Date: 2024.03.26 13:54:25 -07'00'

Tom Knuckey, PE
Director of Public Works and Utilities



Mike Riley
Director of Financial Services



MEMORANDUM

DATE: 3/8/2024
TO: City Council
FROM: Shane Weber, Engineering Manager
SUBJECT: Warren Avenue Bridge Alternatives and Funding Gap

This memo has been developed to assist City Council in its discussion of funding a preferred alternative for the Warren Avenue Bridge Project. As requested by Council, the other feasible alternatives that are available to the project and the cost savings compared to Alternative X are included for information.

The Warren Avenue Bridge Feasibility and Alternatives Analysis was recently updated based on new information provided by WSDOT and the addition of Council's Alternative X, approved via Resolution 3363. Based on this new information the following alternatives were evaluated and are found to be structurally feasible, maintainable, and meet the purpose of the project to provide ADA accessibility. The total amount of secured funding is \$26.5M; \$1.5M for design and \$25M for construction. Note that there is \$500K in Climate Commitment Act (CCA) Funds secured for the project in the Legislature's 2023-2025 Budget. However, the CCA is at risk of being repealed by Initiative 2117 this fall. If the CCA is not repealed, this funding would be available in January 2025.

	Alternative X	Alternative 1	Alternative 2	Alternative 7
Alternatives	12-foot clear width on east side; 8-foot clear width on west side	8-foot clear width both sides	10-foot clear width both sides	12-foot clear width on east side; 5-ft clear width on west side
Overlooks	2 total West side only	4 total (2 each side)	4 total (2 each side)	No
Larger UBIT	Yes	N/A	Yes	Yes
Design	\$2.3M	\$2.0M	\$2.0M	\$2.3M
Construction (inc. UBIT)	\$28.0M	\$24.0M	\$27.8M	\$22.5M
Total Project Cost	\$30.3M	\$26.0M	\$29.8M	\$24.8M
Difference between Cost and Secured Funding	Design -\$800K Construction -\$3M	Design -\$500K Construction +\$1M	Design -\$500K Construction -\$2.8M	Design -\$800K Construction +\$2.5M

RESOLUTION NO. 3380

A RESOLUTION of the City Council of the City of Bremerton, Washington, Preferred Alternative for Design of Warren Avenue Bridge Multimodal Project

WHEREAS, the Warren Avenue Bridge Multimodal and Safety Improvement project goal is to provide safe, ADA accessible options for all non-motorized users to cross the bridge, and;

WHEREAS, the total available secured funding for the project is \$26.5 million which includes a \$1.5 million Washington State grant to design the project and a \$25 million State grant to construct the project that was appropriated through the Moving Ahead Washington funding package approved in the 2022 legislative session, and;

WHEREAS, an additional \$500K in state grant funding is unsecured and contingent on the failure of Initiative 2117 in the fall 2024 election, and;

WHEREAS, the \$25 million in construction funding is programmed for \$15M in the 2025–2027 biennium and \$10M in the 2027–2029 biennium, and;

WHEREAS, City Staff conducted a feasibility study that reviewed eleven (11) alternatives comprising a variety of pathway widths, structural considerations, ADA compliance, and design and construction costs and were screened through three levels of criteria in order to determine feasible alternatives, and;

WHEREAS, on August 2, 2023 the City Council approved Resolution 3363 adopting a 12th alternative, “Alternative X” as the Preferred Alternative, consisting of a 12-ft wide path on the east side of the bridge and an 8-ft wide path on the other, and;

WHEREAS, one of the statements of fact in Resolution 3363 is that the design and construction cost of Alternative X is within the City’s budget, and;

WHEREAS, WSDOT conducted field testing and provided direction to the City that resulted in increased project costs that are documented in the March 2024 update to the Warren Avenue Bridge Pedestrian Improvements memorandum which identifies that the cost of Alternative X exceeds the project budget, and;

WHEREAS, the March 2024 memorandum identified two alternatives that are within the City’s existing budget, including Alternative 1 which consists of 8-ft walkways on both sides of the bridge with two overlooks on each side, and Alternative 7 which consists of a 12-ft path on the eastside of the bridge and a 5-ft path on the other side, and;

WHEREAS, the City Council has determined that it is in the best interest of the City to select a Preferred Alternative that is within existing budget, and;

WHEREAS, the City Council has determined that Alternative 7 should be the defined as the Preferred Alternative, and;

WHEREAS, during design the cost of the project will be better understood and future cost estimates may show that excess construction grant funding is available, and;

WHEREAS, the City Council has determined that any excess construction grant funding should be spent to construct off-bridge improvements that connect the new bridge pathways to existing bicycle and pedestrian network;

NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF BREMERTON, WASHINGTON,
DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council endorses Alternative 7 as the Preferred Alternative. Alternative 7 includes 12-foot clear width pathway on the east side of the bridge and a 5-ft clear width pathway on the other side.

SECTION 2. The City Council endorses the purchase of a new UBIT and associated operations costs as required by WSDOT for construction of Alternative 7.

SECTION 3. The City Council endorses expending any available grant funding on connectors to the new pathways on the bridge constructed either as separate projects, or preferably constructed with the bridge improvements.

SECTION 4. *Severability.* If any one or more sections, subsections, or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

SECTION 5. *Effective Date.* This Resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council of the City of Bremerton, Washington this _____
day of _____, 20____.

JENNIFER CHAMBERLIN, Council
President

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

R:\Legal\Legal\FORMS\FORMS ON COBWEB\Resolution Rev. 01 2023.doc

**Published for
April 17
Council Meeting**

ITEM 6B – Public Comments

From: Chal Martin <chal.arnold.martin@gmail.com>
Sent: Sunday, April 14, 2024 10:35 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; Ned Lever <Ned.Lever@ci.bremerton.wa.us>; Shane Weber <Shane.Weber@ci.bremerton.wa.us>; Gunnar Fridriksson <Gunnar.Fridriksson@ci.bremerton.wa.us>; Andrea Spencer <Andrea.Spencer@ci.bremerton.wa.us>; Jeff Elevado <Jeff.Elevado@ci.bremerton.wa.us>; 'Eric Dremel' <edremel@comcast.net>; JohnC@Kitsaptransit.com; 'Kristin Holt' <rkholt1999@gmail.com>; 'Jeff Ray' <jay-ray1994@comcast.net>; 'Mike (John) Olson' <jmolson63@gmail.com>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; mcavalluzzi@olympic.edu; 'Steffani Lillie' <steffanil@KitsapTransit.com>; Public Works & Utilities Customer Response <bremerton1@ci.bremerton.wa.us>
Subject: Warren Avenue Bridge Pedestrian Modification

Hi folks, I read about the Warren Avenue bridge discussion at last week's meeting, and I concur with the idea of 12 foot / 5 foot sidewalk widths given the funding constraints. But the purpose of this email is to extend the discussion beyond the sidewalk widths.

The current configuration of SR-303 is undermining quality of life in Bremerton and we need to get control of that. It seems to me the primary means to improve livability in the areas adjacent to 303 is through traffic calming techniques. To that end, there are some good long range plans on the books to install roundabouts north of the bridge, and provide for more pedestrian crossings. But in the meantime the City should take advantage of every opportunity available to calm traffic along the corridor.

This is one of those opportunities. Although the focus has understandably been on sidewalk widths, if the traffic speed on the bridge isn't reduced, the pedestrian experience will still be really uncomfortable due to the noise and air movement created by speeding traffic. For vehicular traffic, the current proposal for this bridge project is to create a freeway-like configuration utilizing too-wide traffic lanes, and making the center impact barrier even larger. Please, as part of a wholistic design to calm traffic and improve the bike/ped experience, reduce the lane width to 10.5 feet (years ago, this issue came up and KT was good with 10.5'), move the lanes toward the center of the bridge (away from the sidewalks as far as possible), and jettison the center impact barrier. The goal should be to design a vehicular traffic segment for 30 mph. Please, not 50 mph.

I know most people copied here have walked along that area, crossed 303 at the Olympic College main entrance, etc., and understand it is very uncomfortable. We have a chance to make it a little better by focusing not only on the sidewalks, but including traffic calming features as well.

And finally, thanks – I am a grumpy old geezer but I do understand and appreciate all you do to continually improve our beautiful city. chal

Chal A. Martin
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Sidewalks for Warren Avenue Bridge redesign likely smaller than planned, due to budget



Kai Uyehara

Kitsap Sun

Published 12:23 p.m. PT April 11, 2024

After receiving a warning about a potential loss of some state transportation funding, the Bremerton City Council is preparing to alter course on a preferred design to extend the sidewalks on either side of the Warren Avenue Bridge. Forced to abandon their previous custom alternative of new sidewalks the width of 12 feet and 8 feet, the council will now vote on a new design with a smaller sidewalk on one side of the bridge at its April 17 meeting.

The City Council voted 4-2 in August to adopt a plan known as 'Alternative X,' championed by Councilman Jeff Coughlin. That plan called for designs of a 12-foot sidewalk on the west side of the bridge and an 8-foot sidewalk on the opposite side. The council selected the alternative, which Coughlin viewed as a compromise, rather than the three original proposed alternatives for redesigned pedestrian pathway on the bridge.

But at a study session on Wednesday, the council was faced with a decision to make another compromise, after Public Works and Utilities Director Tom Knuckey said that Alternative X would no longer fit the project's estimated \$26.5 million budget. He brought two alternatives – known as Alternatives 1 and 7 – back to the table.



Alternative 1 would have 8-foot sidewalks on both sides, while Alternative 7 would keep a 12-foot sidewalk on the west side, but decrease the width on the opposite side from eight feet to five. Both would fit into a smaller budget, Knuckey said.

Knuckey told the council in a letter on March 26 that \$500,000 of the original \$27 million authorized by the state Legislature for the project is now unsecured in the shadow of efforts to repeal the state's Climate Commitment Act through Initiative 2117, which will appear before voters in November.

He warned that securing additional grants wasn't guaranteed and that those funds would pull from the same pots needed to finance projects like the Naval Avenue and 6th Street rechannelization project. Taking out a loan would invite substantial interest costs and the city doesn't have enough money from the general or street fund to spare, Knuckey wrote in the letter. If the city was to stay on course with an alternative that exceeded grant funding, it would lose the design and its investment.

Council members were split unevenly at first, debating whether or not to nix Alternative 1, with a design for 8-foot sidewalks on both sides, after extensive public

comment in the past revealed the community's strong preference for at least one 12-foot sidewalk.

City Council President Jennifer Chamberlin and councilmember Anna Mockler posited removing Alternative 1, aligning with public interest in a walkway with enough space for wheelchairs, commuting cyclists and pedestrians to comfortably maneuver the bridge and each other.

“There is a lot of knowledge and expertise that is very focused on multimodal life – it's a lifestyle – and those people came to us individually and collectively,” councilmember Denise Frey said in agreement. “I am going to listen to an advocacy group.”

With a similar interest in safety, councilmember Michael Goodnow fought to keep Alternative 1 on the table, saying “I support 12-foot. I really don't support 5-foot, and if we all are saying that 12 is ideal, how do we accept five feet? I know there are avid cyclists, but there are also people who are just ‘schlunking’ on a bike and they're not probably going to cross over (to the narrower 5-foot side) and that's my concern.”

When asked, WSDOT regional administrator Steve Roark said WSDOT's “desired shared-use path standard in 12 feet, 10-foot minimum, 5 (feet) meets ADA requirements, but we look forward to supporting whatever the community really wants.”

Councilmember Eric Younger initially sided with Goodnow on Alternative 1, unconvinced that Alternative 7 would be as safe. But later Younger put his decision on the sidewalk improvement in perspective of the Warren Avenue Bridge's current three and a half-foot sidewalks.

“In the end, I think we should be grateful for any of these alternatives because it's a drastic improvement for what we have,” Younger said. “So, if I look at it like, ‘Hey, we're going to improve this bridge, we're going to have 12-foot all the way on one side, and the other side, which is 3 feet, is going to be increased to 5,’ I can sign off on that too because that's better than what we got.”

Coming to a consensus, the City Council drafted a resolution to adopt Alternative 7 for design on a 12-foot sidewalk and a 5-foot sidewalk. The proposal will accept comments from the public during the next meeting, at 5 p.m. on Wednesday at the city council chambers in the Norm Dicks Government Center, before a council vote to approve. If there are extra or additional funds, the resolution will divert those funds to financing connectors.

**Published for
April 10
Council Meeting**

ITEM B5 – Public Comments

From: dianne iverson <diverson1950@gmail.com>
Sent: Wednesday, April 10, 2024 2:09 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: Dianne Iverson <diverson1950@gmail.com>

Subject: Warren Avenue Bridge

Warren Avenue Bridge questions that need to be publicly addressed.

In the fall of 2023, a statement was made at a Chamber of Commerce candidates forum that WSDOT top management should all be fire. I agreed with this statement back in November and I agree with it today. WSDOT is a state agency out of control. As of yesterday, our Washington State Attorney General proposed that Washington State Ferries should be pulled out of WSDOT and report directly to the Governor. This is leadership. Our elected officials in partnership with the community are the only ones who can affect change at WSDOT.

So how does this relate to our Warren Avenue Bridge Design? Everything! The culture at WSDOT is the over-arching problem. The entire agency from the top exudes arrogance and bullies communities. Bullies win unless you stand up to them. To acquiesce to Bullies is to give them their self proclaimed destiny that they are in total charge.

Every elected official from all levels of government, no matter what their political persuasion should be fighting for change as it relates to WSDOT. As a member of the Warren Avenue Bridge stakeholders advisory committee, I have never participated in such a dysfunctional committee process in my 40 years working in and out of government. I do not trust WSDOT to deliver a safe, multi-modal design for Bremerton. The behavior they are exhibiting now, is the behavior they exhibited during the WAB stakeholders advisory committee. It has to stop.

Questions to ask WSDOT on April 10, 2024 Bremerton Council work session.

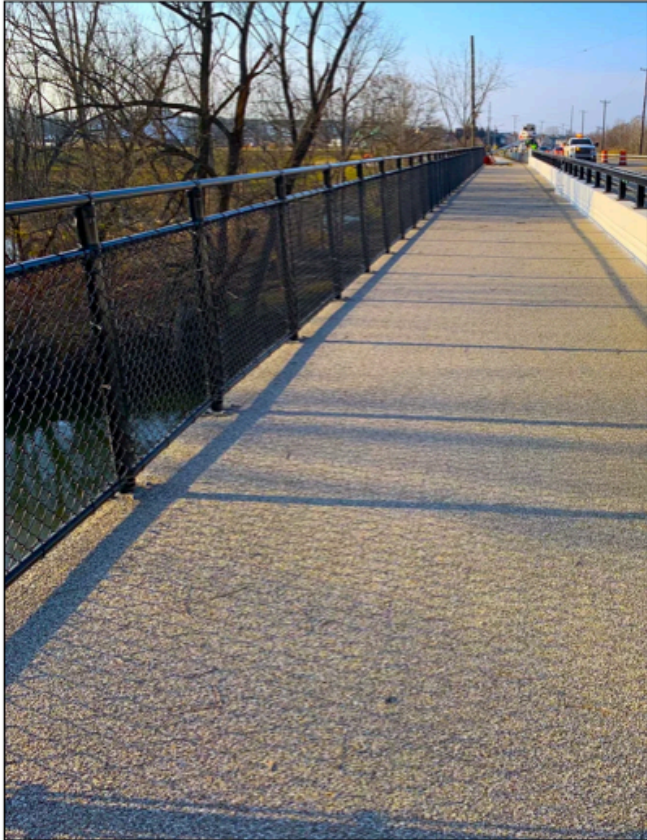
- 1. Why did WSDOT mandate in March of 2021 that our multi-modal improvement project on the WAB have 8-foot sidewalks on each side of the bridge? On April 7, 2021, council voted to modify the scope of the project.**
- 2. Why does WSDOT continue to support 8-foot sidewalks on each side of the bridge? It is not multi-modal. It is not safe and state law now requires WSDOT support multi-modal.**
- 3. Why do WSDOT bridge inspectors not want to use an A-62T UBIT? (Stated at a Nov 30th, 2022 stakeholders meeting by WSDOT manager, Rich Zeldenrust.) Oregon DOT acquired one when a new A-62 was backordered, and has experienced positive feedback from their inspectors. According to Shawn Oliphant from ODOT it required 2 hours of additional training for his crew.**

4. **Is WSDOT willing to sell an existing A-62 UBIT, purchase an A-62T, and have Bremerton pay the difference of about \$300,000?**
5. **WSDOT rented an A-75 UBIT to inspect the SR 520 bridge over Lake Washington on August 11, 2021. Why can't Bremerton rent an A-62T from Jim Bunch in Springfield Oregon? This would save 2 million dollars up front. Why does WSDOT get to make this decision and tell Bremerton we must pay for it?**



6. **In 2016 the recommendation by the city concerning Warren Avenue Bridge Multimodal Improvements was to NOT remove the jersey barriers in order to save money. This could save 2.2 million if we leave the existing jersey barriers on the existing bridge unchanged. (A narrow railing could be mounted adjacent to barriers for added safety)**
7. **Is the current design phase a conceptual design for cost estimating purposes or a preliminary engineering design? Could you explain the difference to the council?**
8. **It's unclear to me as a former committee member, who is in charge of the bridge design? Is it SCJ? Is it WSDOT? I recommend the city consider taking the lead, and contracting out to an engineering firm. Poulsbo's SR 305 roundabout and tunnel project, was ultimately led by the City of Poulsbo even though it was on a State Route.**

9. A Detroit Bridge was upgraded to modern multi-modal capacity by installing decking on top of the existing sidewalk. (see photo below). It is aesthetically pleasing, less expensive and it works. Why isn't this concept being forwarded as an option for the Warren Avenue Bridge?



The example below is a bridge retrofit to create a wider sidewalk near Detroit. Fiber reinforced panels (FRP) were used for the sidewalk decking because they are 1/6th the weight of concrete panels. The FRP panels are five inches thick, supported by a steel frame and diagonal struts. This design could be used for our bridge. Was it considered?



**Published for
April 17
Council Meeting**

Item 3 – Mayor’s Report



MAYOR'S REPORT
April 17, 2024

BREMERTON
WASHINGTON



Quincy Square Mural Update

KaDavien Baylor was selected as the artist for the Quincy Square mural. The location is on the city-owned parking garage at 4th St. and Washington Ave.



Proposal



4th Street Side

Washington Ave Side

Police Patrol Vehicle Update



Completed Police Patrol Vehicle upfit with all required hardware

- The City recently received 12 Police Patrol vehicles from orders that date back to 2021 and an additional 7 vehicles are on order
- Very few specialized components come installed and require an upfit process; takes approx 55 hours to complete for each upfit
- Upfits include around \$30,000 in specialized equipment which includes radar, cameras, push bars, MCT cradles (mobile computer terminal), weapons locker and various specialized lighting controls
- All agencies across the nation require a similar upfit process, which has led to increasingly long wait times at upfit agencies
- Public Works has brought upfit process in house to assist with Police Patrol vehicle upfits
- Completed Police Patrol vehicle put into service is estimated to be worth \$90,000

Arbor Day Celebration

Friday, April 19th @ 11 a.m.

Tree Planting/Tree City USA Presentation



Evergreen Rotary Park

1500 Park Ave. (north of playground)



For more information contact
Bremerton Parks & Recreation
(360) 473-5305 or parks@ci.bremerton.wa.us



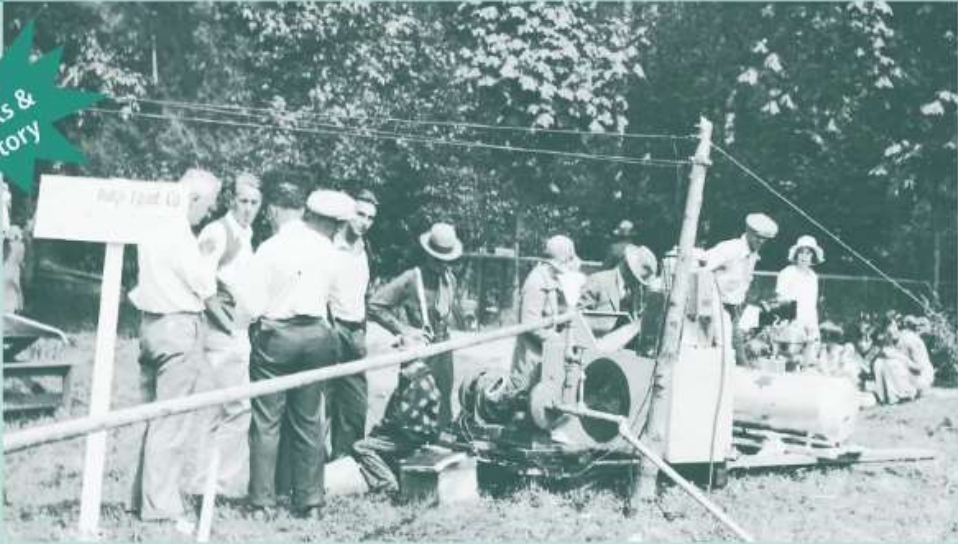
City of Bremerton Presentations in the Community



KITSAP
History
MUSEUM

presents
History Uncorked: Water Works

Wine
Snacks &
History



featuring Cami Apfelbeck
Thursday, April 25 - 7:00pm
Admission Free

Water Utility Manager
at the Kitsap History Museum
Registration Required

City of Bremerton's Water Utility Manager Cami Apfelbeck will be presenting the history of the City's water system at Kitsap History Museum on April 25 at 7 pm.

The public is invited to attend and learn about Bremerton's beginnings of reliance on local wells to the City's current innovative water systems and stewardship.

Admission is free for the public!

To register, visit <https://kitsapmuseum.org/history-uncorked-water-works/>.

Sinclair Inlet Clean-Up

Earth Day



Clean-up Sites:

- **Port Orchard Shoreline, SR166**
supported by South Kitsap High School
- **Bremerton Waterfront**
supported by City of Bremerton
- **Navy Yard Hwy. (SR 3 & SR 304)**
- **Evergreen, Lions', & Bachman Parks**



11:00 AM - 2:00 PM



April 27, 2024

Meeting Sites:

- **Port Orchard**
Annapolis Ferry Dock Kiosk, near shoreline SR 166
Port Orchard, WA 98366
- **Bremerton**
Lions Park Boat Launch in East Bremerton
(251 Lebo Blvd, Bremerton WA 98337)

Posters provided by Blue Sky Printing of Poulsbo.
Refuse collection and disposal provided by
Waste Management (WM). Materials and
refreshments provided by local merchants.
Free parking for volunteers provided at all sites.



This event is coordinated by community volunteers
and Kitsap Trees & Shoreline Association (KITSA).
Project support provided by City of Bremerton, Kitsap
County's Clean Water Kitsap and Public Works Programs
and WA State Dept. of Transportation (WSDOT).



For information, contact John Denis, (360) 731-9491 • denis_jk@yahoo.com • Chance Berthiaume, (360) 473-5929 • chance.berthiaume@ci.bremerton.wa.us

Kitsap Trees & Shoreline Association (KITSA), non-profit 501(c)(3)

"From seas to trees, we promote environmental education, advocacy and action."

**Published for
April 17
Council Meeting**

Item 7 – Council Reports