



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

WEDNESDAY, JULY 5, 2023
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://us02web.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 (*Only as necessary...*)

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

3. **MAYOR'S REPORT**

4. **CONSENT AGENDA**

- A. Claims & Check Register
- B. Minutes of Meeting – June 21, 2023
- C. Minutes of Study Session – June 28, 2023
- D. Retirement Plan Advisory & Consulting Agreements with DecisionPoint Financial, LLC and Spectrum Pension Consultants, Inc. as additional Administrators of the City of Bremerton Amended and Restated 457(b) Supplemental Retirement Program Plan
- E. Award Local Agency Contract with Active Construction, Inc. for the Washington Avenue & 11th Street Roundabout Project
- F. Budget Adjustment for the Pine Road Basin Stormwater Improvements Project
- G. Resolution No. 3360 to adopt the City of Bremerton 2020 Water System Plan
- H. Resolution No. 3361 to establish Water Use Efficiency Goal for the City of Bremerton Water Utility
- I. Goods & Services Agreement with North Coast for the Purchase of three Variable Frequency Drives for Lift Station CW-1
- J. Technical Rescue Mutual Aid Interlocal Agreement
- K. Intergovernmental Agreement for Emergency Management Assistance Compact (EMAC) and Pacific Northwest Emergency Management Arrangement (PNEMA)

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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.

5. **PUBLIC RECOGNITION**

6. **GENERAL BUSINESS**

[A.](#) Waste Management 2023 Public Education and Outreach Program

[B.](#) Proposed Ordinance to amend BMC Chapter 9.32 entitled “Unauthorized Camping”
Public comment only...

7. **COUNCIL MEMBER REPORTS**

8. **EXECUTIVE SESSION**

[A.](#) 15-Minutes to discuss “*Potential and Pending Litigation*” items as allowed under RCW 42.30.110
(1) (i); *With action anticipated...*

9. **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: June 21, 2023

Department: Legal Services

Presenter: Angela Hoover

Phone: (360) 473-5323

SUMMARY:

Approval of the following checks and electronic fund transfers:

1. Check Numbers 403326-403497 and EFT Numbers V37727-V37820 in the grand total amount of 2,035,555.18

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 – June 21,
2023

Study Session Date: N/A
COUNCIL MEETING Date: July 5, 2023
Department: City Council
Presenter: Council President
Phone: (360) 473-5280

SUMMARY: The Minutes of Meeting held on June 21, 2023 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 June 21, 2023 Meeting Minutes as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

CITY COUNCIL HYBRID MEETING MINUTES

Wednesday, June 21, 2023

The weekly meeting of the City Council of the City of Bremerton was called to order Wednesday, June 21, 2023, at 5:09 PM in Council Conference Room 603 of the NORM DICKS GOVERNMENT CENTER, 345 6th Street, Bremerton, Washington, with Council Vice President Jennifer Chamberlin presiding. Council Members present were Denise Frey, Quinn Dennehy, and Anna Mockler. Council President Jeff Coughlin participated remotely. Council Members Michael Goodnow and Eric Younger were absent. Also present were City Attorney Kylie Finnell; City Clerk Angela Hoover; Legislative Office Manager Lori Smith (remotely); and IT Manager Dave Sorensen. At 5:30 PM, the meeting moved to the First Floor Meeting Chambers.

Vice President Chamberlin announced the City Council is conducting the Council Meeting in-person with an option for the public to join in person, participate via Zoom, or view on BKAT, because Community involvement is encouraged; announced that tonight's agenda was amended to delay Item 6A, which will be scheduled for the July 5, 2023 Council Meeting; and lastly, provided a reminder that now that it is election season, to refrain from any comments on political campaigns or ballot measures.

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

- Downtown Bremerton Library HVAC Improvements Project
- Kitsap Lake Stormwater Treatment Project
- View Ridge Elementary Safe Routes to School Project

CONSENT AGENDA

- 4A** – Check Numbers 403183 through 403325 and Electronic Fund Transfers V37635 through V37726 in the grand total amount of \$3,827,122.05; Regular Payroll Payouts for the pay period ending May 31, 2023 in the amount of \$23,815.94; and Regular Payroll for pay period ending June 15, 2023 in the amount of \$1,091,287.83
- 4B** – Minutes of Meeting – June 7, 2023
- 4C** – Minutes of Study Session – June 14, 2023
- 4D** – Confirm Reappointment of Charles Henderson to the CDBG Project Review Committee
- 4E** – Request for additional Extra Help for On-Call Court Room Bailiff Position
- 4F** – Local Agency Contract with Northwest Cascade, Inc. for the Washington Avenue & 11th Street Roundabout Project; and related Budget Adjustment
- 4G** – Ordinance No. 5477 to amend Ordinance No. 5464 relating to the City of Bremerton FY-2023 Budget
- 4H** – Agreement with TEC Construction, Inc. for the Equipment Services-Interior Remodel & Secure Storage Project
- 4I** – Goods & Services Agreement with L2 Systems, LLC for Water System SCADA Lifecycle Improvements

There were no questions or comments from the public...

5:36 PM M/S/C/U (Dennehy/Mockler) Move to approve the CONSENT AGENDA as presented.

Voted in Favor of Motion: Coughlin, Frey, Dennehy, Mockler, Chamberlin
Motion carried unanimously.

PUBLIC RECOGNITION – Questions and comments from the public were submitted by **Al Doeve**, **Kris Hughes**; **Terry Tell** (with a response provided by City Attorney **Kylie Finnell**); **David Emmons**; **Brian Anderson**; **Cynthia Brady**; **Travis Merrigan**; **Jo Walter**; **Jane Rebelowski** (with a response provided by Public Works & Utilities Director **Tom Knuckey**); **Dave Cooper**; **Jim Cline**; **Lisa Lechuga** (with a response provided by **Mayor Wheeler**); and **Mary Lou Long**...

GENERAL BUSINESS

6A – WASTE MANAGEMENT 2023 PUBLIC EDUCATION AND OUTREACH PROGRAM

Item delayed until July 5, 2023 Council Meeting...

6B – ORDINANCE NO. 5478 TO ADJUST AND SET THE ANNUAL COMPENSATION FOR THE MUNICIPAL COURT JUDGE: Municipal Court Judge **Tracy Flood** explained that the court has

been receiving trial court improvement funds since 2008. A municipality qualifies for TCIA funds if the judge is serving in an elected position and is compensated at a rate equivalent to at least ninety-five percent, but not more than one hundred percent of a District Court Judge's (DCJ) salary. In the past the funds have been used to help offset the commissioner's salary, the funds were also used to help offset some of the costs when moving into the new court building in 2010. Recently these funds were used to help purchase new computers for the clerk's office.

The Washington State Citizens' Commission on Salaries for Elected Officials adopted a new salary schedule for state officials for July 1, 2023, to June 30, 2024. As a result, the salary for the District Court Judges starting on July 1, 2023, will be \$206,988. RCW 43.03.012 mandates state judicial salaries be set by the state salary commission; however, the commission does not set the salary for municipal court judges, that is set by the local municipality, ie the City Council.

As part of the requirement to continue receiving the trial court improvement funds the city must pay at least 95% of the District Court Judge's salary for the municipal court judge's position. Currently the Judge's salary calculation is 91% of the District Court judge's salary plus the 4% deferred comp, which then equals the 95%.

Starting July 1, 2023 the court would propose two options to the city council for the municipal court judge's salary:

Current salary calculation: $\$176,423.64 + \$7,350.98 = \$183,774$

Option A: Continue to use the formula that has been used for the last 15 years.

91% DCJ salary + 4% deferred comp = 95% DCJ salary
 $\$188,773.06 + \$7,865.54 = \$196,638.60$

Option B: New formula would be a straight 95% of the DCJ salary.

95% DCJ salary w/out deferred comp
 $\$196,638.60$

Option C: New formula would be 95% DCJ salary + 4% deferred comp = 99% DCJ salary

95% of the DCJ salary plus 4% deferred comp = 99% DCJ salary
 $\$196,638.60 + \$7,865 = \$204,503$

The supporting authority that requires 95% district court salary is RCW 2.56.030(22).

Currently the court received \$23,500 in trial court improvement funds for this last fiscal year. In addition to requesting to set the new salary schedule for the judge's salary, the trial court improvement requires that the judge's salary be set by ordinance. In 2015, this was discussed with AOC but was never implemented by Bremerton Municipal Court and that was one of the requirements for this funding.

At this time we are requesting that the council update the BMC ordinance to correctly reflect that the judge's compensation is to be set at 95% of a district court judge's salary as set by the Washington State Citizens Commission on Salaries for Elected Officials.

Recommended Motions:

Option A: Move to set the annual compensation of the Municipal Court Judge's salary at 91% of the District Court Judge's salary + 4% deferred comp equal to 95% of District court salary.

Option B: Move to set the annual compensation of the Municipal Court Judge at 95% of the District Court Judge's salary not including the 4% deferred compensation.

Option C: Move to set the annual compensation of the Municipal Court Judge at 95% of the District Court Judge's salary plus the 4% deferred compensation equal to 99% of the District court salary but not exceeding 100%.

Additionally, she provided copies of the "Law" Washington State Legislature in Chapter 457, Laws of 2005 (E2SSB 5454). The fund created for District and Qualify Municipal Judges Salaries and Benefits.

*Questions and comments from the public were submitted by **Robert Harris**, with a response provided by **Vice President Chamberlin**...*

6:25 PM Motion to postpone indefinitely was made by Mockler and seconded by Dennehy...

*Questions and comments were provided by Mockler, Dennehy, Coughlin, Frey, Chamberlin; with responses provided by **Judge Flood**, **Ms. Finnell**, and Financial Services Director **Mike Riley**... A second round of questions and comments were then provided by Dennehy, Frey, Mockler, Coughlin, and Chamberlin; with responses provided by **Judge Flood**...*

6:55 PM M/S/C/U (Mockler/Dennehy) Move to postpone indefinitely Ordinance No. 5478 to adjust and set the Annual Compensation for the Municipal Court Judge.

Voted in Favor of Motion: Frey, Dennehy, Mockler, Coughlin, Chamberlin
Motion carried unanimously.

Vice President Chamberlin called a recess from 6:56 to 7:01 PM... **Council Member Dennehy** exited the meeting at 6:57 PM...

PUBLIC HEARINGS

7A – PUBLIC HEARING AND RESOLUTION NO. 3358 TO ADOPT THE 2024 CDBG/HOME POLICY PLAN: CDBG Program Administrator **Sarah Lynam** used a Power Point presentation to show that the action before Council is adoption of the 2024 Policy Plan. The Policy Plan is a document which is updated yearly which sets parameters for the management of our HUD entitlement grant awards and provides specific information about the policies and regulations for the use of HUD CDBG and HOME funds. This plan was released on May 23 for public comment and was open through June 7.

Vice President Chamberlin explained the purpose of this Public Hearing is to accept public comment; followed by Council action...

Comments from the public were submitted by **Jim Cline**...

Vice President Chamberlin then closed the hearing to the public, and opened discussion to the Council...

7:09 PM Motion was made by Frey; and seconded by Mockler... Comments were provided by Frey, Mockler, Coughlin, and Chamberlin...

7:11 PM M/S/C/U (Frey/Mockler) Move to approve Resolution No. 3358 adopting the 2024 CDBG/HOME Policy Plan.

Voted in Favor of Motion: Frey, Coughlin, Mockler, Chamberlin
Motion carried unanimously.

Council Member Goodnow joined the meeting remotely at 7:18 PM; **Council Member Dennehy** returned to his seat for the remainder of the meeting at 7:22 PM; and **Council Member Frey** exited the meeting and did not return at 7:30 PM...

7B – PUBLIC HEARING AND RESOLUTION NO. 3359 TO ADOPT THE 2024 – 2029 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM: Engineering Project Manager **Vicki Grover** stated that the Six Year Transportation Improvement Program (TIP) is prepared pursuant to RCW 35.77.010. The TIP is updated annually and filed with the Puget Sound Regional Council (PSRC) and Washington State Department of Transportation (WSDOT). It is intended as a planning tool for the local, State and Federal transportation funding entities. The TIP has been prepared for City Council approval by Resolution prior to submittal to PSRC and WSDOT. This TIP is consistent with Bremerton’s Comprehensive and Non-Motorized Transportation Plans.

Vice President Chamberlin explained the purpose of this Public Hearing is to accept public comment; followed by Council action...

Questions and comments from the public were submitted by **Jane Rebelowski** and **Travis Merrigan**...

Vice President Chamberlin then closed the hearing to the public, and opened discussion to the Council...

7:24 PM Motion was made by Mockler; and seconded by Goodnow... Comments and questions were provided by Mockler, Goodnow, Coughlin, with responses provided by **Ms. Grover** and **Shane Weber**...

7:46 PM Amending-Motion was made by Coughlin; and seconded by Chamberlin... Comments and questions were provided by Coughlin, Dennehy, Goodnow, Mockler, and Chamberlin... with responses provided by **Ms. Grover**, **Mr. Weber**, and **Ms Finnell**...

7:53 PM Amending-M/S/C (Coughlin/Mockler) Move to amend motion to postpone until the June 28 Study Session with action.

Voted in Favor of Motion: Mockler, Coughlin, Chamberlin
Voted Opposed to Motion: Dennehy, Goodnow
Amending Motion Carried: 3-Yes; 2-No

7:56 PM A-M/S/C/U (Mockler/Goodnow) Move to approve Resolution No. 3359, which approves the City’s 2024 – 2029 Six Year Transportation Improvement Program and allow the Mayor to forward the Resolution and Plan to the Puget Sound Regional Council and Washington Department of Transportation; to amend postponing Resolution No. 3359 until the June 28 Study Session with action.

Voted in Favor of Motion: Goodnow, Mockler, Coughlin, Dennehy, Chamberlin
Amending Motion Carried: Unanimously

7C – PUBLIC HEARING ON ORDINANCE NO. 5479 TO AMEND BMC SECTION 9.48

ENTITLED “FIREWORKS”: Fire Chief **Pat McGanney** and Captain **Mike Six** explained that the Fire Department is proposing amendment to BMC 9.48 which changes the specific characteristics of fireworks allowed to be sold and discharged to ground based only. The code amendments would also change the days in which fireworks can be sold to correspond with the same days as discharge. The final amendment would be to ensure fireworks have been evaluated by a qualified lab by the application of a QR code which allows for quick reference to product characteristics.

Vice President Chamberlin explained the purpose of this Public Hearing is to accept public comment; followed by Council action...

Comments from the public were received by **Randy Cearley**, **Mary Lou Long**, **Brian Anderson**, and **Dave Cooper**, with responses provided by **Captain Six** and **Ms. Finnell**...

Vice President Chamberlin then closed the hearing to the public, and opened discussion to the Council...

8:14 PM Motion was made by Mockler; and seconded by Coughlin... Comments and questions were received by Mockler, Coughlin, Dennehy, Chamberlin; with responses provided by **Captain Six** and **Mayor Wheeler**...

8:23 PM M/S/C (Mockler/Coughlin) Move to pass Ordinance No. 5479 amending Section 9.48 of the BMC.

Voted in Favor of Motion: Coughlin, Goodnow, Mockler, Chamberlin

Voted Opposed to Motion: Dennehy

Motion Carried: 4-Yes; 1-No

COUNCIL MEMBER REPORTS

Anna Mockler reported on the Town Hall Meeting held on June 12; invited everyone interested to attend the next District 6 Town Hall Meeting on Monday, July 10 from 4:00 to 6:00 PM at the Public Works Facility; enjoyed Juneteenth; and hoped to increase opportunities for public input.

Michael Goodnow is also supporting “Make Music Day” on 4th Street tonight; has enjoyed seeing people downtown, and not on a First Friday.

Quinn Dennehy thought it was amazing to see so many people downtown recently on a weekday night; noticed the revitalization happening since the pandemic; and thanked all of the staff for their hard work.

Jeff Coughlin echoed comments made by Council Member Dennehy; thanked Vice President Chamberlin for chairing the Council Meeting tonight; reported on the Association of WA Cities Conference he is attending this week; and acknowledged the ongoing issues on MLK Way.

Jennifer Chamberlin has enjoyed spring at Blueberry and Lions Parks; thanked staff for keeping parks safe; announced that pickleball nets can be checked out from the Parks Department; and encouraged anyone struggling with mental health issues to contact the National Suicide Prevention Hotline for help.

Vice President Chamberlin announced the next Study Session on Wednesday, June 28 beginning at 5:00 PM will be held in the 6th Floor Council Conference Room of the Norm Dicks Government Center, and the public is welcome and encouraged to attend.

With no further business, **Vice President Chamberlin** adjourned the Council Meeting at 8:36 PM.

Prepared and Submitted by:

Lori Smith

LORI SMITH
Legislative Office Manager

APPROVED by the City Council on the 5th day of July, 2023.

JENNIFER CHAMBERLIN, City Council Vice President

Attest:

ANGELA HOOVER, City Clerk

JC:AH:ls:cg

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4C

SUBJECT: Minutes of Study Session –
June 28, 2023

Study Session Date: N/A
COUNCIL MEETING Date: July 5, 2023
Department: City Council
Presenter: Council President
Phone: (360) 473-5280

SUMMARY: The Minutes of Study Session held on June 28, 2023 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 June 28 2023 Meeting Minutes as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

CITY COUNCIL STUDY SESSION MINUTES

Wednesday, June 28, 2023

A Study Session of the City Council of the City of Bremerton was called to order on Wednesday, June 28, 2023 at 5:00 PM in Council Conference Room 603 located in the Norm Dicks Government Center at 345 6th Street, with Council President Jeff Coughlin presiding. Other Council Members present were Eric Younger, Anna Mockler, Michael Goodnow (arrived remotely 5:25 PM), Quinn Dennehy (arrived 5:12 PM), Denise Frey, and Jennifer Chamberlin (remote). Legislative Office Manager Lori Smith provided staff support.

President Coughlin established that the Study Session is open for the public to attend in person or view remotely, and except for Item A1, there will be no opportunities for input, the content of these items is subject to change, no action is anticipated...

He further established that a recording will be available online within a few days following the meeting. And any of the items approved for action by the Council tonight, will be placed on the **July 5, 2023** City Council Meeting Agenda or as otherwise determined...

And lastly, provided reminders that the microphones are sensitive and do pick up side conversations and other sounds in the room; and that now that it is election season, to refrain from any comments on political campaigns or ballot measures.

A. **PUBLIC HEARING – ACTION ON AGENDA BILL ITEM**

1. **Public Hearing and Resolution No. 3359 to adopt the 2024 – 2029 Six-Year Transportation Improvement Program:** Engineering Project Manager **Vicki Grover** reiterated that the Six-Year Transportation Improvement Program (TIP) is prepared pursuant to RCW 35.77.010. The TIP is updated annually and filed with the Puget Sound Regional Council (PSRC) and Washington State Department of Transportation (WSDOT). It is intended as a planning tool for the local, State and Federal transportation funding entities. The TIP has been prepared for City Council approval by Resolution prior to submittal to PSRC and WSDOT. This TIP is consistent with Bremerton's Comprehensive and Non-Motorized Transportation Plans. This Public Hearing is continued from the June 21, 2023 Council Meeting. City Engineer **Ned Lever** was also available to provide input.

President Coughlin explained the purpose of this Public Hearing is to accept public comment; followed by Council action...

Comments from the public were submitted by **Jane Rebelowski**...

President Coughlin then closed the hearing to the public, and opened discussion to the Council...

5:14 PM Motion was made by Mockler; and seconded by Younger... Comments and questions were provided by Mocker, Chamberlin, Frey, Younger, and Coughlin (several rounds), with responses provided by **Ms. Grover** and **Mr. Lever**...

5:27 PM M/S/C/U (Mockler/Younger) Move to approve Resolution No. 3359, which approves the City's 2024 – 2029 Six Year Transportation Improvement Program and allow the Mayor to forward the Resolution and Plan to the Puget Sound Regional Council and Washington Department of Transportation (*Due to technical issue, Council Member Goodnow's vote was not received...*)

B. **BRIEFINGS on AGENDA BILL ITEMS**

1. Retirement Plan Advisory & Consulting Agreements with DecisionPoint Financial, LLC and Spectrum Pension Consultants, Inc. as additional Administrators of the City of Bremerton Amended and Restated 457(b) Supplemental Retirement Program Plan **Consent Agenda**

Walk on item: Award Local Agency Contract with Active Construction, Inc. for the Washington Avenue & 11th Street Roundabout Project **Consent Agenda**

2. Budget Adjustment for the Pine Road Basin Stormwater Improvements Project **Consent Agenda**
3. Resolution to adopt the City of Bremerton 2020 Water System Plan (2nd Presentation) **Consent Agenda**
4. Resolution to establish Water Use Efficiency Goal for the City of Bremerton Water Utility (2nd Presentation) **Consent Agenda**
5. Goods & Services Agreement with North Coast for the Purchase of three Variable Frequency Drives for Lift Station CW-1 **Consent Agenda**
6. Technical Rescue Mutual Aid Interlocal Agreement **Consent Agenda**
7. Intergovernmental Agreement for Emergency Management Assistance Compact (EMAC) and Pacific Northwest Emergency Management Arrangement (PNEMA) **Consent Agenda**

President Coughlin called a break from 6:20 to 6:30 PM...

8. Information-Only discussion regarding proposed Update(s) to BMC Chapter 9.32 entitled "Unauthorized Camping" **General Business for Public Comment Only**
9. Information-Only discussion regarding proposed Update(s) to Council Rules & Procedures **July 12 Study Session**

C. **GENERAL COUNCIL BUSINESS**

1. Public Works Committee Briefing (*Last Meeting 6/20/2023*) – Chair Anna Mockler
2. Finance, Investment & Parking Committee Briefing (*Last Meeting 6/27/2023*) – Chair Jennifer Chamberlin
3. Regional and Other Committee/Board Briefings; including a Briefing on the AWC Annual Conference attended by Council President Coughlin
4. Other General Council Business was also briefly discussed.

President Coughlin wished everyone a safe and happy 4th of July; and established that the next Council Meeting would be on Wednesday, July 5 beginning at 5:30 PM in the First Floor Meeting Chambers of the Norm Dicks Government Center, and that the public is invited to attend in person or remotely.

With no further business, the Study Session was adjourned at 8:01 PM.

Prepared and Submitted by:

Lori Smith

LORI SMITH, Legislative Office Manager

APPROVED by the City Council on the 5th day of July, 2023.

JEFF COUGHLIN, Council President

ATTEST:

ANGELA HOOVER, City Clerk

JC:AH:ls:cg

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4D

SUBJECT:

Retirement Plan Advisory & Consulting Agreements with DecisionPoint Financial, LLC and Spectrum Pension Consultants, Inc. as additional Administrators of the City of Bremerton Amended and Restated 457(b) Supplemental Retirement Program Plan

Study Session Date: June 28, 2023
COUNCIL MEETING Date: July 5, 2023
Department: Human Resources
Presenter: Leighann Denton
Phone: (360) 473-2320

SUMMARY:

Human Resources desires to add Decisionpoint Financial, LLC and Spectrum Pension Consultants, Inc. as an administrator of the City of Bremerton Amended and Restated 457(b) Supplemental Retirement Program Plan.

ATTACHMENTS:

Decisionpoint Financial, LLC and Spectrum Pension Consultants, Inc. Agreements.

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve Decisionpoint Financial, LLC and Spectrum Pension Consultants, Inc. as an additional administrator of the City of Bremerton Amended and Restated 457(b) Supplemental Retirement Program Plan and authorize the employer administrators, authorized by the Mayor, to finalize and execute the agreements with substantially the same terms and conditions as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action



457(b) Retirement Plan Agreement

City of Bremerton's 457(b) Supplemental Retirement Program Plan

457(b) RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT

DATE: MAY 24, 2023

This Retirement Plan Advisory and Consulting Agreement (“Agreement”) is effective as of the 24th day of May, 2023 (the “Effective Date”), by and between DecisionPoint Financial, LLC (“Advisor”), a registered investment Advisor under the Investment Advisors Act of 1940, as amended (the “Advisors Act”), and The City of Bremerton (“Client”), an employer sponsoring the City of Bremerton 457(b) Plan (“Plan”) which is qualified under the Internal Revenue Code of 1986, as amended (the “Code”) and is subject to the laws of the state in which the Plan resides.

Client’s investment committee (or other authorized fiduciary representative(s)) of the Plan (the “Plan Fiduciary”) has requested that Advisor provide services relating to the Plan. This Agreement sets forth the responsibilities of the Plan Fiduciary and Advisor with respect to such services.

1. Advisory and Consulting Services

From and after the Effective Date and until this Agreement is terminated, Advisor shall provide the services as set forth in this agreement.

Preparation of IPS.

In consultation with Client concerning the applicable investment objectives, policies, and constraints for the Plan and its related trust, Advisor will assist Client or other authorized fiduciary in developing an IPS. Advisor cannot guarantee that Client will achieve the investment objectives in the IPS.

Discretionary Investment Advice for Plan Menu.

Advisor will evaluate and prudently designate the specific investments to be offered as investment options to participants under the Plan consistent with the Plan’s investment policy statement (“IPS”) or other relevant guidelines, as applicable, monitor such investments, and prudently remove or add investments as deemed appropriate by Advisor in its discretion as the Plan’s investment manager. Advisor will meet with the Client at least annually and more frequently as agreed to by Client and Advisor.

Custom Models.

Advisor will develop custom allocation models as required to meet the various risk profiles, investment objectives, and time horizon of your plan participants. Custom models enable the selection of the underlying investment managers and adherence to the standards required in the Plan’s IPS. This service may be subject to any limitations or restrictions imposed by the Plan’s record-keeper. Advisor will serve as the Portfolio Manager for the Model Portfolios offered. Advisor shall have the authority and discretion to initially select, add or remove any underlying mutual fund. Model Portfolios are not managed securities, but rather, asset allocations utilizing only the underlying mutual funds. Model Portfolios shall be constructed to provide participants portfolio options ranging from 100% stocks to 100% bonds. Advisor shall modify asset allocation within the Model Portfolios based on its professional judgment. Advisor shall re-balance Model Portfolios at their discretion.

Default Investment Alternative.

Advisor will provide a balanced fund that allocates the assets of individual accounts for participants who are automatically enrolled in the Plan, but who have failed to make an investment election.

Non-Discretionary Investment Advice for Participants.

Advisor will offer to meet with Plan Participants during scheduled onsite meetings as agreed upon by Advisor and Client. Based on the information provided by the Plan Participant concerning his or her retirement investments, time horizon, risk tolerance and investment goals, Advisor will provide investment advice in the form of a recommendation for one of the Custom Models. Advisor will not provide recommendations on investments held outside of the Plan in connection with its Services under this Agreement, and the Plan Participant retains the sole responsibility to implement the recommendation. Advisor does not guarantee that the Plan Participant's investment objectives will be achieved.

Financial Planning for Participants

Advisor will remain available to meet with Plan Participants on an as-needed basis to provide financial planning services for Plan Participants. Advisor's recommendations (i.e. investments, estate planning, retirement planning, taxes, insurance, etc.) shall be discussed by the Advisor with the Plan Participant and may be implemented, at the Plan Participant's sole discretion, with the corresponding professional advisors (i.e. broker, insurance agent, accountant, attorney, etc.) of the Plan Participant's choosing. With respect to estate planning matters, Advisor's role shall be that of a facilitator between the Plan Participant and his/her corresponding professional advisors. No portion of Advisor's services should be interpreted as legal or accounting advice. Advisor's financial planning services pursuant to this Agreement do not include investment implementation, supervisory, management, or reporting services, nor the regular review or monitoring of a Plan Participant's investment portfolio, except to the extent described above. In the event a Plan Participant desires that Advisor provide continuous investment supervisory or management services, such engagement shall be set forth in a separate *Investment Advisory Agreement* between Advisor and the Plan Participant, for which services Advisor shall be paid a separate and additional fee. Past performance may not be indicative of future results, and the future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended by the Advisor) may not be profitable or equal historical performance level(s).

Performance Reports.

Advisor will prepare reports providing performance information for the Plan's investment alternatives. Information used to generate the reports will be derived from data provided by or through unaffiliated vendors, which vendors may include but are not limited to Morningstar, Inc.

Fee Monitoring and Review.

Advisor will assist Client with respect to its duties to evaluate the reasonableness of the fees and expenses of the Plan's investment manager(s) or investments in accordance with the Plan's IPS or other relevant guidelines, as applicable. Upon request, Advisor will also assist Client with respect to its evaluation of the Plan's fees and expenses for administrative services.

Plan Search and Conversion Support.

In the event Client chooses to select a new record-keeper or other administrative service provider to the Plan, Advisor will work with Client to establish essential selection criteria for conducting a search of plan service providers based upon your organization's service requirements and benefit resource needs. Advisor will identify and screen potential service providers, benchmark each according to the agreed upon selection criteria and score them accordingly. Advisor will make a recommendation to the retirement committee for its final decision.

Oversight Management of Plan Administration & Compliance.

Advisor will assist you in organizing and managing the details associated with sponsoring a retirement plan, if requested. Advisor will review plan documents, providers' service contracts, recordkeeping reports, annual filings, auditor's reports, fidelity bond coverage, compliance testing results and review committee minutes. Advisor will identify areas for improvement and assist in implementation. In this role, Advisor will assist you in working with your retirement plan service provider and custodian/trustee in the capacity of reviewing the periodic reports, resolving service inquiries, facilitating problem resolution, plan management and compliance reporting review, monitoring and general plan oversight.

Advisor's Services as determined under the Agreement shall not include the following services or related responsibilities:

Tax Qualification. Reviewing or amending Plan documents for compliance with changes in tax qualification requirements.

Plan Contributions. Ensuring that contributions by Client or from participants are timely deposited with the trustee or custodian for the Plan.

Custody of Plan Assets. Taking custody or possession of any Plan assets.

Proxies. Rendering advice on, or taking any action with respect to, the voting of proxies solicited on behalf of any securities held in trust by the Plan.

Class Action Lawsuits. Advisor will not be responsible for taking any action or rendering any advice with respect to any class action lawsuits related to securities held in the Plan.

Mutual Fund, Brokerage Windows. Providing advice to the Plan Fiduciary regarding the prudence of maintaining or continuing any mutual fund window or brokerage account window under the Plan, or providing investment guidance to participants concerning investments through any such window under the Plan.

Other Investments. Providing advice to the Plan Fiduciary regarding the prudence of selecting, maintaining, or continuing investment in real estate (excluding publicly traded real estate funds and REITs), non-publicly traded securities or assets, or other illiquid type investments.

Discretionary Plan Administration. Interpreting the Plan, determining eligibility or participation under the Plan, approving or disapproving claims for benefits, approving, disproving, or collecting of Plan Participant loans, distributing Plan assets to pay benefits or expenses, or making any other discretionary decisions with respect to the administration of the Plan.

Distributions. Assisting the Plan Fiduciary in complying with any legal obligations for distributions from the Plan, determining whether any distributions are required by the minimum required distribution rules under the Code, or reviewing any beneficiary designations made by Participants.

Legal or Tax Advice. Provide legal or tax advice to the Plan Fiduciary on matters relating to the Plan, including advising on whether Plan investments will result in unrelated business taxable income.

Participant Communications. Distributing summary plan descriptions, notices, elections, and any other reports required by law to Participants.

Governmental Reports. Filing reports and forms that are required to be filed for the Plan or Plan Fiduciary

2. Duration of Agreement

The duration of the Agreement shall be ongoing until one of the parties terminates the Agreement pursuant to the following instructions.

This Agreement may be terminated upon receipt of thirty (30) days advanced written notice (“notice period”), by either Client or Advisor, provided that such termination does not cause Client to forfeit any prepaid fees or such otherwise forfeitable fees are reimbursed to Client. Client will be entitled to a prorated refund of any prepaid advisory fee for the quarterly period, or other applicable installment period, based upon the number of days remaining after the notice period expires. If the termination date extends beyond the last day of the installment period in which the notice is given and into a new installment period for which Advisor has not been previously paid, Client shall pay to Advisor a pro rata portion of its advisory fee for such additional installment period. Any such additional fee and any other unpaid fee (whether such fee is to cover unpaid portions of the notice period, to cover Services paid for in arrears, or otherwise) shall be paid concurrently with the notice of termination if given by Client and within 5 business days following the notice of termination by Advisor.

Client acknowledges and agrees that Advisor shall cease to provide any Services following a termination of this Agreement, and that Advisor will cease to have timely access to information concerning the Plan. As a result, Client acknowledges and agrees that, regardless of the reason for the termination, Advisor shall have no responsibility with respect to the ongoing investment of any assets of the Plan following a termination, even if the Plan continues to be invested in accordance with Services provided by Advisor prior to the termination.

3. Compensation

Advisor shall receive a fee for its Services at an annual rate that is calculated as a fixed dollar amount, an asset-based fee based on a percentage of the Plan’s assets, or a combination of these pricing methods, as provided in Schedule A.

Advisor’s fee shall be payable in installments on a periodic basis as specified in Schedule A. If this Agreement becomes effective on a day other than the first day of a full installment period or ceases to be effective on a day other than the last day of a full installment period, Advisor’s fee for that period shall be prorated based on the length of time the Agreement is in effect during that period. If Advisor’s fee is not paid on a timely basis, the unpaid amount shall be subject to a late charge of 1% per month until paid, and Advisor may suspend the performance of Services until it has been paid in full, including such late charge.

Client agrees to pay, or cause to be paid from the Plan’s assets, the fee payable to Advisor in accordance with this Agreement. By signing this Agreement and checking the “Fees will be paid from Plan assets” box in Schedule A, Client authorizes the custodian holding the Plan’s assets to pay Advisor’s fee directly to Advisor.

4. Plan Documents and Information

Timely, Accurate, and Complete. Client shall provide or make available to Advisor on a timely basis any information as may be reasonably requested by Advisor to perform Services on behalf of the Plan, and Client shall be responsible for ensuring that such information is accurate and complete, including without limitation any requested copies of plan documents, trust agreements, service agreements, governmental filings, plan census information, and financial statements relating to the Plan trust or participant accounts. Client acknowledges and agrees that delivery of any “Performance Reports” is subject to the timely delivery of necessary information to Advisor, and Advisor is not responsible for verifying the accuracy of the statements provided by or on behalf of the Plan Fiduciary. Client acknowledges and agrees to promptly notify Advisor of any material changes to the Plan. The Client further agrees to notify Advisor of any proposed changes to the investment policy, investment objectives, or investment options in the Plan.

Client Instructions. Advisor shall be entitled to assume that any instructions or directions to Advisor from Client, including but not limited to the Plan Fiduciary, are properly authorized and consistent with the provisions of the Plan, and Advisor shall have no duty to investigate the propriety of any such instructions or directions.

Forms of Communication. The Client hereby authorizes the Advisor to deliver, and the Client agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via the Advisor’s internet web site, as well as all other correspondence from the Advisor. Advisor shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to the Client’s last provided email address (or upon advising the Client via email that such document is available on the Advisor’s web site).

It is the Client’s obligation to notify the Advisor, in writing, of any changes to the Client’s email address. Until so notified, the Advisor shall rely on the last provided email address. The Client acknowledges that the Client has the ongoing ability to receive and open standard electronic mail and corresponding electronic documents. If, at any time, the Client’s electronic delivery situation changes, or the Client is unable to open a specific document, the Client agrees to immediately notify the Advisor so that the specific issue can be addressed and resolved.

By execution below, the Client releases and holds the Advisor harmless from any and all claims and/or damages of whatever kind resulting from the Advisor’s electronic transmission of information, provided that Advisor has correctly addressed the electronic transmission to the Client and/or other intended recipient.

Third Party Information. Client authorizes Advisor to communicate with and obtain information from investment providers, financial professionals, record-keepers, or other third parties providing services for the Plan.

Third Party Resources. Client authorizes Advisor to use outside vendors or professional resources (“resources”) in order for Advisor to provide services under this Agreement. Client further authorizes Advisor to release Plan and Client information to such resources in order for Advisor to fulfill the terms of this Agreement.

Valuations. The value of any security or other investment in the Plan’s account is determined by the custodian. Advisor may rely, without independent verification, upon valuation of assets as provided by the custodian. In all events, Client acknowledges that any such valuation shall be no

guarantee of any type with respect to the market value of the assets, or any portion thereof, in the Plan.

5. Representations, Warranties and Disclosures of Plan Fiduciary

Client makes the following representations and warranties:

Client has the power and authority to enter into and perform this Agreement, the terms of the Agreement are not in conflict with the Plan document or any other governing agreement relating to the Plan or its related trust, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents that must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.

Client represents that Client has made an independent decision that retaining Advisor to provide the services contemplated in this Agreement is prudent and in the best interests of the Plan and Plan Participants and beneficiaries.

This Agreement has been duly authorized and executed and constitutes the legal, valid and binding Agreement of Client, enforceable in accordance with its terms.

The Plan's assets are in the custody of a "qualified custodian" as defined under Rule 206(4)-2 under the Advisors Act.

Client acknowledges and agrees that, except as expressly provided, Advisor shall not exercise any discretionary authority or control over the management or disposition of Plan assets or have the power to manage, acquire, or dispose of any Plan assets.

Client acknowledges and agrees that Advisor shall not assume the duties of a trustee of the Plan or as Plan Administrator and shall have no discretion to interpret the Plan documents.

Client acknowledges and agrees that Advisor does not warrant or guarantee any level of performance by any of the Plan investments. Client understands that the Plan and its participants assume the market risk involved with regard to the investment of Plan assets.

Client represents that the fees to be paid to Advisor for the services contemplated by this Agreement are reasonable.

Client represents that nothing contained herein or the transactions contemplated by this Agreement constitute a prohibited transaction under the Code for which no statutory or regulatory exemption is available.

Client represents that Client is authorized to act on behalf of the Plan.

Client represents that the Plan is a tax-qualified retirement plan under the Code and that its related trust meets the requirements of Code Section 501(a).

Client acknowledges and agrees that Client and/or the Plan Participants may incur certain charges imposed by third parties in addition to the Advisor compensation. Such charges may include but are not limited to: internal fees charged by mutual funds, index funds, variable annuities, and ETFs; mutual fund 12b-1 distribution fees; certain deferred sales charges on previously purchased mutual funds; qualified retirement plan fees, wire transfer fees, taxes, and the fees of the other

services providers retained on behalf of the Plan. Client acknowledges that Advisor is not and will never be responsible for any of these third parties fees.

6. Representations, Warranties and Disclosures of Advisor

Advisor makes the following representations and warranties:

Advisor has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.

This Agreement has been duly authorized and executed and constitutes the legal, valid and binding Agreement of Advisor, enforceable in accordance with its terms.

Advisor is a registered investment Advisor under the Advisors Act and shall maintain such registration through the term of this Agreement. All personnel assigned by Advisor to render the Services hereunder, shall be appropriately licensed as required by law. Advisor shall not delegate any functions described that are covered by the Advisors Act, to non-licensed employees.

The Services provided under this Agreement will be provided by Advisor as an investment Advisor registered under the Advisors Act.

Advisor will not receive any compensation, direct or indirect, for its services under this Agreement, except for the fees disclosed in Schedule A.

Advisor shall not be responsible for preventing the Plan Fiduciary or other fiduciaries of the Plan from breaching their fiduciary duties.

7. Limitation on Liability

Except to the extent of Advisor's fiduciary responsibility, Advisor shall not be subject to any claim arising under the Plan associated with any act, or failure to act, of the Plan Fiduciary or any other fiduciary of the Plan or any Plan participant, or any failure of Client to comply with any of its obligations relating to the Plan. In the absence of gross negligence or willful misconduct on its part, Advisor shall not be liable for any action taken, suffered or omitted by it or for any error in judgment made by it in the performance of its non-fiduciary duties hereunder.

Client shall indemnify Advisor and each of its current or future subsidiaries or affiliates, and their shareholders, directors, officers, employees, agents or other representatives, and hold each of them harmless from and against any and all claims, losses, expenses, liabilities, demands, obligations, costs, attorneys' fees or damages of every kind and character without limitation arising out of or connected with (i) any breach of Client's representations, warranties or duties under this Agreement, and (ii) any action taken, or failed to be taken, by Client or the Plan Fiduciary in connection with the operation or administration of the Plan which is unrelated to the Services provided by Advisor hereunder or which, if so related, is contrary to recommendations made by Advisor, including without limitation, the selection or retention of investments not recommended by Advisor.

In the event any principal, member, employee or other agent of Advisor agrees to a request to testify, or is required by law to render testimony or to provide documents or information in a legal

matter, including litigation and/or audits and investigations by a government agency, in which Client is involved, Client will promptly pay all time, travel, and legal expenses associated with such testimony or with the provision of documents or information. Fees will be charged based on the current hourly rates charged by Advisor for its travel and other services, and actual legal fees and expenses incurred by Advisor, regardless of statutory witness fees. Client releases Advisor, its principals, members, employees and other agents from any liability arising from giving such testimony and from disclosing such documents and information.

8. Non-Exclusive Services; Relationship of Parties

Client understands that Advisor and its affiliates perform, among other things, investment advisory services for other clients. Client recognizes that Advisor, or any of its affiliates, may give advice and take action in the performance of its duties for such other clients (including those who may have similar retirement plan arrangements as Client) which may differ from advice given, or in the timing and nature of action taken, with respect to Client. Nothing in this Agreement shall be deemed to impose on Advisor, or any of its affiliates, any obligation to advise Client with respect to the Plan, including the Services provided by Advisor under this Agreement, or any of its affiliates, in the same manner as it may advise any of its other clients. Client also acknowledges that Advisor and its affiliates may, by reason of its other activities as described above, from time to time acquire confidential information. Client acknowledges and agrees that Advisor is unable to divulge to Client or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

9. General Provisions

Entire Agreement. This Agreement constitutes the entire agreement between the Plan Fiduciary and Advisor with respect to the matters set forth herein, and each party acknowledges and agrees that no representations, warranties, inducements, promises or agreements other than those set forth herein have been made by any party to the other.

Advisor Liability. Except as may otherwise be provided by law, Advisor will not be liable to the Plan for: (i) any loss that the Plan may suffer by reason of any investment recommendation or decision made, or other action taken or omitted in good faith by Advisor with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; or (ii) any loss arising from Advisor's adherence to the Client's instructions; or (iii) any error in judgment with respect to the Plan investments, provided such recommendation or other act or failure to act does not constitute a breach of Advisor's fiduciary duty to the Plan or Advisor's negligence; or (iv) any act or failure to act by the qualified custodian, third party administrator, record keeper, any broker-dealer that undertakes transactions for the Plan assets, or by any other service provider to the Plan.

The Client shall indemnify and defend Advisor and its members, employees, and affiliates, and hold them harmless from and against any and all claims, losses, damages, liabilities and expenses, as they are incurred, by reason of any act or omission of the Plan, broker-dealer/custodian, agent or other third party selected by a Plan Fiduciary, except to the extent that it arises from Advisor's breach of fiduciary duty to the Plan or Advisor's negligence. No portion of the above shall constitute a waiver or limitation of any rights which the Plan may have under any federal or state securities laws.

Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the State of Arizona. In addition, to the extent not inconsistent with applicable law, the

venue (i.e. location) for the resolution of any dispute or controversy between Advisor and Client shall be the County of Maricopa, State of Arizona.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

Notice. All notices required by this Agreement shall be in writing and delivered by U.S. Mail, overnight express delivery, facsimile or email and shall be effective on the date of delivery if personally delivered or delivered by email or on the date of posting if mailed.

Advice of Counsel. Each party represents and warrants that in executing this Agreement it has had the opportunity to obtain independent accounting, financial, investment, legal, tax and other appropriate advice; that the terms of the Agreement have been carefully read by such party and its consequences explained to such party by his or their independent advisors; and, that such party fully understands the terms and consequences of this Agreement. Each party further represents and warrants that, in executing this Agreement, it has not relied on any inducements, promises or representations made by the other party (except those expressly set forth herein) or the accountants, attorneys or other agents representing or serving the other party. Each party represents and warrants that its execution of this Agreement is free and voluntary.

Amendment and Assignment. Advisor reserves the right to amend the Agreement at any time upon written notice to Client. If Client does not notify Advisor of an objection within 30 days of the date of Advisor's notice, the amendment shall become effective. This Agreement may not be assigned by the Client without the prior written consent of Advisor. Advisor may assign this Agreement by either the written consent of the Client or by forwarding a "negative consent" letter to the Client, whereby if the Client does not notify Advisor of an objection within 30 days of receipt of the letter, the assignment shall become effective.

Interpretation. This Agreement shall be construed in accordance with its fair meaning as if prepared by all parties hereto, and shall not be interpreted against either party on the basis that it was prepared by one party or the other. The captions, headings, and subheadings used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions thereof. Words used herein in the masculine gender shall include the neuter and feminine gender, words used herein in the neuter gender shall include the masculine and feminine, words used herein in the singular shall include the plural, and words used in the plural shall include the singular, wherever the context so reasonably requires.

Confidentiality. Advisor and Client agree that all information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or as deemed necessary by Advisor to carry out designated powers or perform obligations under this Agreement or as authorized by the party that furnished such information or advice.

Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

10. Arbitration

General Disclosures: Below is a provision which is an agreement to arbitrate all claims or disputes arising between the parties. By agreeing to arbitrate such claims or disputes, the parties understand the following:

- a) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- d) The arbitrators do not have to explain the reason(s) for their award.
- e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

Agreement to Arbitrate. To the extent permitted by law, any claim or controversy that may arise among Client, Advisor, or any of their affiliates, officers, directors, employees or agents arising out of or relating to (1) Client's investment advisory accounts or transactions in such accounts, or (2) the construction, performance, or breach of this or any agreement between the parties, or (3) any advice given to Client by Advisor or its agents, or (4) in any way the relationship between Client and Advisor (hereafter "Disputes"), shall first be resolved by negotiation of the parties acting in good faith. If the parties are unable to resolve their differences through negotiation, the parties shall engage in non-binding mediation, using the services of an impartial, neutral mediator selected by mutual agreement of the parties. Mediation is voluntary once commenced, and either party may withdraw from the mediation process at its sole discretion at any time. The fees of the mediator shall be borne equally by the parties.

If the parties are unable to agree on a single mediator or to resolve the issues through mediation, to the extent permitted by law, then all Disputes shall be settled by arbitration according to the commercial rules and regulations then in effect of, the American Arbitration Association ("AAA"). The arbitrators selected to hear such matter shall have experience in securities and employee benefit plan matters and shall render a decision based on Arizona and applicable federal law. Any party may initiate arbitration by filing a written claim with the AAA setting forth in detail the claim or controversy to be arbitrated. Any controversy over the arbitrability of a dispute shall be settled by arbitration.

Effect of Arbitration. Any award an arbitrator or arbitration panel makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact,

successors, assigns and any other persons having or claiming to have a legal or beneficial interest in any of Client's investment advisory accounts, orders and transactions, including any court-appointed trustees and receivers.

11. Receipt of Disclosure Document

Client hereby acknowledges delivery and receipt of Advisor's Part 2 of Advisor's Form ADV (the "Disclosure Document"). Client further acknowledges it had a reasonable opportunity to review the Brochure, and to discuss the contents of same with professionals of its choosing before the execution of this Agreement. Client further acknowledges delivery and receipt of Advisor's Privacy Policy Notice as required by the Gramm-Leach-Bliley Act of 1999.

NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE WHICH IS LOCATED AT PARAGRAPH 10. BY SIGNING THIS AGREEMENT, CLIENT AGREES THAT THEY VOLUNTARILY SUBMIT TO BINDING ARBITRATION AND THAT THIS AGREEMENT SATISFIES THE PROVISIONS OF AZ. REV. STAT. § 12-133.

The undersigned has read, understands, and accepts the representations, warranties, disclosures, acknowledgements, certifications, terms, and conditions set forth in this Agreement.

CITY OF BREMERTON

Name of Authorized Signatory

Authorized Signature

Date

Name of Authorized Signatory

Authorized Signature

Date

Name of Authorized Signatory

Authorized Signature

Date

DECISIONPOINT FINANCIAL, LLC

Name of Authorized Signatory

Authorized Signature

Date

Schedule A - Compensation and Billing

Billing Contact and Address

Company or Individual: City of Bremerton	Contact (If Company): Charlotte Nelson, HR Kylie Finnell, City Attorney Michael Riley, Finance Director	Relationship: Plan Sponsor <input checked="" type="checkbox"/> Investment Provider <input type="checkbox"/> TPA/Recordkeeper <input type="checkbox"/> Other <input type="checkbox"/> Explain _____	
Address: 345 6 th Street, Ste 100	City Bremerton	State WA	Zip Code 98337
Name of Company/Individual to contact for asset value if applicable Name: _____ Phone: _____			

Fee Calculation

Fees shall be calculated as an Annual Asset Based Fee and deducted from participant accounts on a quarterly basis in arrears as set forth in the table below. Plan shall pay to Advisor the annual fees listed:

Asset Level	Advisor Annual Fee
On All Assets	0.50%

The fee does not cover the cost of any services which may be provided by Advisor that are not described in this agreement, including but not limited to the cost for preparing and providing any additional records which are not contemplated under the Agreement or providing testimony in connection with any litigation involving the Plan or Plan Fiduciary.

Installment Period

The fee under the Agreement is due within 30 days after the end of each quarter, unless otherwise agreed to by the parties.

Method of Payment

The fee under the Agreement is payable under the following method of payment:

- Fee will be billed to Client.
- Fee will be paid from Plan assets. The Plan Fiduciary authorizes Investment Provider, TPA/Record-keeper, or custodian of the Plan's assets to pay the fee due under this Agreement directly to Advisor

Spectrum Pension Consultants, Inc. Master Service Agreement

This Master Service Agreement (this "Agreement") is made by and between Spectrum Pension Consultants, Inc. ("Company") having a notification address of

6402 19th Street West
Tacoma, WA 98466-6130,

And City of Bremerton ("Client") having a notification address of

345 6th Street, Ste. 100,
Bremerton, WA 98337.

Company and Client are hereinafter collectively referred to individually as a "Party" and collectively as the "Parties."

1. Effective Date and Termination. This Agreement shall be effective on the date that all Parties have mutually executed this Agreement (the "Effective Date") and shall continue in effect until otherwise terminated by a Party in accordance with the terms and conditions herein. Any Party may terminate this Agreement for any reason upon providing the other Party thirty (30) days written notice. This Agreement shall automatically terminate in the event that: (1) Client declares bankruptcy; or (2) Company ceases all business operations, without a successor entity. In the event that Client fails to make payment to Company for services rendered in accordance with this Agreement for a period of sixty (60) days from when such payments are due, Company may, in its sole and absolute discretion, withhold further services and terminate this Agreement by written correspondence to Client. Termination of this Agreement by Company, in accordance with this provision, shall not serve to relieve Client of obligations to pay for services previously rendered by Company.

2. Services. Company shall provide management consulting as requested by the Client (the "Services"). Any additional services performed by Company shall be governed by exhibits and addenda to this agreement or a statement of work.

3. Fees. The Services shall be performed by Company personnel at their then-current hourly rates (collectively "Standard Hourly Rates"). Company's Standard Hourly Rates are posted on its website located at www.spectrum pension.com/rates (the "Website"). Standard Hourly Rates and any and all fees charged for any Services may be amended by Company, in its sole and absolute discretion, at any time and from time to time, upon Company posting new Standard Hourly Rates on its Website. In addition, Client shall reimburse Company for all reasonable out-of-pocket costs incurred by Company in the course of providing Services to Client, including, but not limited to, governmental agency fees, courier services, mailing and postage costs, copying and/or printing costs and travel expenses. Company shall bill Client for the Services and incurred out-of-pocket costs in the calendar quarter following the calendar quarter in which such Services are performed or expenses incurred unless otherwise agreed to in writing. All invoices are due upon receipt. Client shall notify Company of any dispute with any invoice within thirty (30) days of Client's receipt of such invoice. Client hereby waives its right to contest undisputed invoices that are not challenged within thirty (30) days of Client's receipt thereof. In certain circumstances and for certain projects, Company may require a retainer be paid by Client in advance of any Services being performed.

4. Indemnification. Except in the case of Company's gross negligence or willful misconduct, Client agrees to indemnify, defend, release and hold Company, and Company's subsidiaries, affiliates, partners, contractors, subcontractors, vendors, consultants, agents and representatives, and each of their respective officers, directors, shareholders, members, managers, employees, agents and representatives (collectively, "Company Group"), harmless from and against any and all claims, losses, damages, liabilities, costs and other expenses of any kind whatsoever (including any attorneys' fees and collection or court costs) (collectively, "Claims") arising from or in connection with Client's operation of its business or any retirement plans Client maintains or any breach of Client's duties and responsibilities under this Agreement.

5. Testifying. Except in the case of Company's negligence or willful misconduct, in the event that Company and any of its officers, directors or employees is called to testify or give documentation in relation to any lawsuit involving the Client, whether or not Company is a party to such litigation, and whether or not Company is still engaged to perform services under this Agreement, Client will pay Company's normal hourly rates for all time expended undertaking and preparing for such activities, as well as reimbursement for all reasonable out-of-pocket expenses incurred by Company in the course of such activities.

6. Provision of Data and Information to Company. Client will provide Company with all requested information and data on a timely basis and Client will be solely responsible for ensuring that the information and/or data provided is accurate and complete. Company may rely exclusively on information provided by Client and/or, as the case may be, Client's other advisors. Company has no duty, responsibility or means to independently verify the accuracy of such information. **Company hereby disclaims any and all liability for relying on data and information provided by Client and Client agrees to indemnify, defend, release and hold harmless Company and Company Group from any and all Claims arising therefrom.**

7. Independent Contractor. All services performed by Company shall be as an independent contractor and not as an employee of Client. Neither Party shall be construed, in any way, as an agent, partner or joint venturer of the other Party. Unless otherwise agreed, this Agreement creates no agency relationship between the Parties, and nothing herein contained shall be construed to place the Parties in the relationship of partners or joint ventures, and the Parties shall have no power to obligate or bind one another in any manner whatsoever except as specifically set forth herein.

8. Warranty Disclaimer. **Company does not make and hereby expressly disclaims any and all warranties regarding the Services, whether express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose and warranties arising from course of dealing or course of performance. Furthermore, Company makes no guarantee with respect to the success, results, efficacy, etc. of the Services.**

9. Limitation of Liability. **Except in the case of Company's gross negligence or willful misconduct, Company shall not be liable, regardless of the form of action, for any loss of profits, goodwill, other intangible losses, or any direct, indirect, special, consequential, incidental or punitive damages whatsoever, whether or not foreseeable, even if Client has been advised of the possibility of such damage, in relation to the Services performed hereunder. In no event shall Company's total liability under this Agreement exceed the fees actually paid by Client for the Services provided hereunder.**

10. Circular 230 Disclosure. **The Internal Revenue Service requires that Company inform Client Company is not a tax advisor and there is no tax advice in this Agreement, and the Agreement was not written, and cannot be used by Client, for the purpose of avoiding any penalties that may be imposed under the Internal Revenue Code. In addition, Client may not use any advice from this Agreement or any Exhibits and related materials in promoting, marketing, or recommending any transaction to any third parties.**

11. Dispute Resolution. In the event of any dispute between the Parties hereto regarding this Agreement that the Parties are unable to resolve among themselves, the Parties shall submit to final, binding arbitration conducted in Seattle, WA. The Parties shall select one arbitrator, who shall not be related to, affiliated with, or employed by either Party. The arbitrator shall select the rules of arbitration. The decision of the arbitrator shall be final and binding upon the parties, and may, if necessary, be reduced to judgment in any court of competent jurisdiction. The arbitrator shall render his or her decision within sixty (60) days of completion of the arbitration hearing. Except for the entry of such judgment, neither any Party nor the arbitrator may disclose the content or results of any arbitration hereunder without the prior written consent of all Parties. If Company is required to commence collection procedures to collect fees and costs incurred hereunder and Company prevails, whether in a court of law or arbitration, Client agrees to pay any all costs associated therewith, including, without limitation, Company's attorneys' fees, court costs, arbitration expenses, etc. No dispute between the Parties is required to be submitted to arbitration pursuant to this section provided that the amount involved in such dispute is five thousand dollars (\$5,000.00) or less. If any Party hereunder requests arbitration and the other Party fails to immediately work with the requesting Party to schedule arbitration, the requesting Party may instead file a complaint in a court of competent jurisdiction for any claims. This section shall in no way limit the Parties' right to injunctive relief.

12. Non-Solicitation. The Parties agrees that during the term of this Agreement and for a period of two (2) years thereafter, no Party shall solicit, hire, encourage, or cause others to solicit, hire, encourage, or cause any employees of any Party to terminate their existing employment with that Party.

13. Document Retention. Any Client documents retained by Company shall be copies and are for Company's records only, and are not intended to substitute for the maintenance and/or retention of documents as may required be by applicable law. Client shall be responsible for retaining all records required by applicable law. Company reserves the right, in its sole and absolute discretion, to destroy all Client documents six (6) months from the termination of this Agreement, unless otherwise agreed to by the Parties in writing. Company shall be reimbursed for its time and expense in preparing copies of documents requested by Client.

14. Electronic Delivery. To the extent allowed by applicable law, Company will endeavor to provide the Services, documents, deliverables, and data under this Agreement electronically or digitally if at all possible. Client agrees to provide Company all requested data, records, documents, etc. through electronic portals requested by Company. Company reserves the right to bill Client for the time and expense incurred by Company in converting data to electronic or digital form.

15. Confidentiality. During the term of this Agreement, the Parties may have access to confidential, proprietary and/or trade secret information, and documentation related thereto, belonging to the other Party, including, without limitation, information about the terms of this Agreement; a Party's business operations, methods and practices; past, present and prospective employees; information of a personal nature, etc. (such information is collectively referred to herein as "Confidential Information"). The Parties acknowledge that Confidential Information is owned by the Party disclosing such Confidential Information and shall continue to be owned, solely, by the disclosing Party. During the term of the relationship, and surviving termination hereof (regardless of the circumstances surrounding termination), the Parties agree not to use, communicate, reveal or otherwise make available Confidential Information for any purpose whatsoever, nor will a Party divulge (or cause to be divulged) any Confidential Information to any person, partnership, corporation or entity except to a Party's advisors or as may be reasonably required to carry out the purposes of this Agreement. Upon termination of this Agreement (if requested) and any other time that a Party may so request, the receiving Party shall immediately deliver to the requesting Party all Confidential Information (and all copies thereof), which that Party may then possess or have under its control. The above restrictions apply to all Confidential Information regardless of the format in which it is created or maintained (hard copy, electronic, or otherwise), or where it is maintained. Confidential Information shall not include information that a Party possessed prior to its association with the other Parties under this Agreement, information that is within the public domain, information that has previously become or is generally known, information that has been rightfully received by the receiving Party from a third person (other than via this Agreement), or information that has been independently developed by the receiving Party.

16. Governing Law. This Agreement shall be interpreted and governed under the laws of the state of Washington.

17. Assignment. This Agreement may be assigned by Client only with the express written permission of Company, which permission may be withheld for any reason. Company shall have the right to assign any rights under this Agreement, including, without limitation, the subcontracting any of the Services to be provided hereunder, in its sole and absolute discretion.

18. Notice. Any notice required or permitted by this Agreement shall be in writing and effectively delivered for all purposes if delivered personally, by overnight delivery service or by United States mail, certified mail, postage prepaid, return receipt requested to the addresses set forth above. Client shall have the duty to update its address of record with Company.

19. Waiver. The waiver by any Party hereto of a breach of a provision of this Agreement shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which shall continue to remain in effect.

20. Severability. The finding by any court that a provision of this Agreement is invalid shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which provisions shall continue to remain in full force and effect.

21. Counsel. The Parties hereby expressly acknowledge that each Party has been given the opportunity to consult with separate legal counsel for advice on this matter.

22. Counterparts. This Agreement shall be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

23. Headings. The headings of the sections of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included herein.

24. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors, heirs, and assigns.

25. Force Majeure. No Party will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, or accidents.

IN WITNESS WHEREOF, the terms and conditions of this Agreement are agreed to and accepted by the Parties below:

City of Bremerton (**Client**)

Signature and Date Required	
X	
Authorized Person Signature	Date
Printed Name	Title

Spectrum Pension Consultants, Inc. (**Company**)

Signature and Date Required	
X	
Authorized Person Signature	Date
Yannis P. Koumantaros	President
Printed Name	Title

Spectrum Pension Consultants, Inc.
Non-ERISA Plan Addendum

This Non-ERISA Plan addendum (this "Addendum") is attached to and made a part of that certain Master Service Agreement ("MSA") by and between Spectrum Pension Consultants, Inc. ("Company"), and City of Bremerton ("Client"). The Plan Administrator ("Administrator") of the City of Bremerton's 457(b) Supplemental Retirement Program Plan (the "Plan") shall also be made part of this Addendum and hereby accepts and agrees to the terms of the MSA. Company, Client and Administrator are hereinafter collectively referred to individually as a "Party" and collectively as the "Parties." In the event of a conflict between the terms and provisions of the MSA and this Addendum, the terms and provisions of this Addendum shall control. Unless otherwise defined herein, or unless the context otherwise requires, terms initially capitalized in this Addendum shall have the same meaning as such initially capitalized terms do in the MSA.

1. Services. Client and Administrator have requested that Company perform certain management services to the Plan (collectively, "Plan Management Services"). The specific Plan Management Services to be performed will be specified in separate exhibits to this Addendum.

2. Fees. To the extent allowed by applicable law, all Plan Management Service fees directly in relation to the operation and management of the Plan not otherwise paid by Client shall be paid and guaranteed from Plan assets (collectively, the "Plan Assets"). Client and Administrator hereby agree that invoices for the Services provided, if unpaid for sixty (60) days from receipt by Client or Administrator, shall become payable from the Plan Assets and Client shall immediately complete and return to Company any form(s) necessary to authorize the direct debit of Plan Assets assets for the payment of the Services rendered by Company. Accounts more than sixty (60) days past due may be charged interest at a rate of one percent (1%) per month. For purposes of this Addendum and all exhibits hereto, "Market Value" shall be defined as the current value of the Plan's assets as they are recorded in Spectrum's retirement plan management system.

3. Participant Account Transactions. Client may make available to individual participants of the Plan ("Participants") a broad range of features and services available within their accounts. When requested by Client or a Participant and authorized by the Plan's governing documents and applicable law, Company agrees to provide the following services to Participants (collectively, "Participant Account Transactions"):

- a. *Hardship/Unforeseeable Emergency Withdrawals.* Processing hardship and/or unforeseeable emergency withdrawal requests and initiating distribution of proceeds.
- b. *In-Service Distributions.* Processing elective and mandated in-service distributions for Participants, in accordance with Plan provisions.
- c. *Participant Loan Maintenance and Reporting.* Verification of Plan loan payments, documentation of repayment components, allocation to Participants' accounts in accordance with elections, and preparation of loan schedules for Client and fiduciary reporting purposes.
- d. *Participant Loan Origination.* Preparation of loan illustrations, amortization schedules, loan origination documentation, distribution of loan proceeds and instructions for loan repayments.
- e. *DRO Processing.* Preparation of documentation in relation to Domestic Relations Orders issued by State courts in the case of marital dissolutions, including responses to orders, segregation of plan assets, and creation of spousal accounts or processing distributions.
- f. *Rollover Contributions.* Processing incoming rollover contributions, including, if applicable, investment elections and in-Plan Roth rollovers.
- g. *Termination Distributions.* Processing terminations, preparation and distribution of election forms, following up to obtain elections, and processing distributions.

4. Participant Account Transaction Fees. Participant Account Transactions are billed on a unit charge basis depending on the amount and type of Services provided by Company and are generally allocated to the requesting Participant's account, unless separately agreed to in writing. Participant Account Transaction fees shall be billed at the rates set forth by Company on its Website. Participant Account Transaction fees and any and all fees charged for any Services may be amended by Company, in its sole and absolute discretion, at any time and from time to time, upon Company posting new Participant Account Transaction fees on its Website.

5. Client Responsibilities.

- a. *Timely Response to Requests for Information.* In all cases, Client will provide Company with requested data and/or information no later than thirty (30) days from Client's receipt of such requests by Company.
- b. *Provision of Plan Data and Information to Company.* Client is responsible for notifying Company of all instances of termination of employment and, if applicable, leaves of absence, within thirty (30) days of the occurrence of such event. Where a Participant's or spouse's signature is required in order to carry out administrative functions and Client is responsible for obtaining such signatures, Client is responsible for assuring that such signatures are genuine and valid. Client is also responsible for executing documents and forms within the timeframes specified by Company. **Company hereby disclaims any and all liability for invalid signatures obtained or provided by Client and Client agrees to indemnify, defend, release, and hold harmless Company and Company Group from any and all Claims arising therefrom.**
 - i. Plan operation, qualification and compliance may be affected by other plans sponsored by Client (whether currently operating or terminated and whether or not administered by Company). Other companies owned by Client or by owners of Client may also affect the administrative requirements of Client's Plan. Likewise, acquisitions or dispositions of ownership in other companies by Client can have a significant effect on the Plan. Client is responsible for informing Company of all related companies and plans and notifying Company when there is a change to such information. **Company hereby disclaims any and all liability for Client's failure to notify Company in this regard and Client agrees to indemnify, defend, release and hold harmless Company and Company Group from any and all Claims arising therefrom.**
- c. *Plan Contributions and Funding.* When required by the Plan's governing documents or applicable law, Client is responsible to ensure that funds are actually contributed to the Plan's custodial account(s) (collectively, the "Plan's Custodial Account"). Client is also responsible for notifying Company of the dates and amounts of all payments or transmittal of funds contributed to the Plan's Custodial Account within thirty (30) days of such events. Where Plan custodians provide statements to Company detailing contributions, such statements shall serve to satisfy Client responsibilities, provided such information is complete. **Company hereby disclaims any and all liability arising out of Client's contributions, or failure to make contributions, to the Plan and Client agrees to indemnify, defend, release and hold harmless Company and Company Group from any and all Claims arising therefrom.**
- d. *Provision of Information to Employees.* From time to time, Company may furnish Client with reports, statements and/or other documents and/or information that must be distributed to employees or Plan Participants and/or beneficiaries. In such cases, Company will notify Client as to the required recipient of such materials and the required timing for distribution to such recipients. After receiving such materials and notification, Client will be solely responsible for carrying out such distribution of materials and Company will have no further obligations in that regard. **Company hereby disclaims any and all liability arising out of Client's provision of information to employees, Participants, and beneficiaries, or failure to make provision of information to employees, Participants and beneficiaries and Client agrees to indemnify, defend, release and hold harmless Company and Company Group from any and all Claims arising therefrom.**
 - i. If Company, in Company's sole and absolute discretion, provides information directly to Participants, Company does so on Client's authorization and is acting as Client's Agent. Such actions will not constitute an obligation on Company's part to correspond directly with Participants on other matters except as otherwise agreed in writing.
- e. *Monitoring and Determining the Reasonableness of Fees.* Client shall be solely responsible for monitoring and determining the reasonableness of any and all fees charged to the Plan.

- f. *Monitoring the Performance of Service Providers.* Client shall be responsible for monitoring the performance of anyone providing services to the Plan, including, but not limited to, Company. Client shall review the reports or other items Company prepares for Client on a regular basis and notify Company immediately of any errors or inconsistencies that Client identifies on any report, form, or other communication from Company.
 - g. *Execution.* Client is responsible for filing any and all government reports that Company may prepare with the appropriate agency. If applicable, Client will make itself available to Company on a timely basis for a signing ceremony to execute any and all applicable reports.
 - h. *Fidelity Bond.* When required by the Plan's governing documents or applicable law and unless otherwise agreed to in writing by Company, Client shall be solely responsible for obtaining a fidelity bond for the Plan.
6. Late Filings and Penalties. Company shall not be responsible for any late filings, penalties, interest and/or other costs to Client or to the Plan arising from Company's withholding of any Services pending payment of past due accounts or due to Client's failure to act, execute, or otherwise perform under the MSA or this Addendum.
7. Reliance on Information and Data. Company's responsibility to acquire information is strictly limited to requesting it from Client or other applicable third parties designated by Client. Client acknowledges and agrees that: (a) Company may rely on information provided by Client; (b) **Company is not liable for any errors or omissions made as a result of incomplete, incorrect, or inaccurate information furnished to Company by Client and/or any third parties (such as investment advisors, investment managers or other professional advisors, such as accountants, attorneys or appraisers), and (c) Client shall indemnify, defend, release and hold harmless Company and Company Group from any and all Claims arising therefrom.**
8. Excluded Services. Client is solely responsible for all discretionary decisions relating to the Plan, including, without limitation, the interpretation of Plan provisions, the evaluation of claims made by Participants for Plan benefits, and the investment of the Plan Assets. Client acknowledges and agrees that Company is not a registered investment advisor and makes no decisions with respect to how the Plan or the Plan Assets are invested. Client also acknowledges and agrees that Company performs services in an advisory capacity only and exercises no discretion as to the administration of the Plan and the management of the Plan Assets. Client and Administrator hereby acknowledge and affirm that neither Company nor any of Company's officers, directors, or employees are a fiduciary of the Plan or Plan Assets, nor are any of them the administrator of the Plan as the terms fiduciary and administrator are defined under the Internal Revenue Code ("IRC") or any applicable state law. Furthermore, Company does not: 1) provide bookkeeping or accounting services; 2) invest Plan Assets assets; 3) value Plan Assets; 4) prepare certified statements of Plan Assets; 5) monitor investment performance or the performance of investment managers or advisors; or 6) handle, take custody of or manage Plan assets.
9. Specialized and Extraordinary Services. Unless otherwise agreed to by the Parties in writing, any specialized, extraordinary or non-routine services shall be performed by Company at its Standard Hourly Rates. Examples of specialized services include, without limitation, audit support, compliance resolution, custom reporting, data entry, etc.
10. No Responsibility for Plan Documents. Unless otherwise agreed in writing, Company shall not be responsible for maintaining, modifying, amending and/or restating Plan documents. Client shall be solely responsible for ensuring Plan documents are properly maintained, modified, amended and/or restated as applicable.
11. Regulated Investment Companies. In certain instances, Company may receive payment from regulated investment companies (i.e., mutual funds) and other regulated investment management organizations with respect to services, the assets of which are managed by and/or invested with such entities. Such payments are authorized under the provisions of applicable securities legislation and regulation. Unless otherwise agreed by the Parties, such payments shall reduce fees charged by Company for Services directly related to the operation and management of the Plan.

12. Brokerage Accounts. If allowed by applicable law and the Plan's governing documents grant Participants the option of self-directed brokerage accounts (including, without limitation, brokerage accounts, partnerships/joint ventures, debt, and real property), Company is not responsible for monitoring the access to any such accounts, the Plan assets invested in such accounts, or the risks of violating applicable law that may arise, including, but not limited to:

- a. Verifying that the self-directed brokerage account option has been made available in a manner that is nondiscriminatory;
- b. Monitoring such accounts for, or identifying prohibited transactions that may occur through the use of such accounts;
- c. Advising Client regarding additional bonding requirements that may result; and
- d. Identifying and preparing tax forms in relation to unrelated business taxable income that may result from certain investments in such accounts.

13. No Liability for Corruption or Loss of Data. Except in the case of Company's gross negligence or willful misconduct, Company shall have no liability for any Claims relating to the loss or corruption of electronic data or systems.

IN WITNESS WHEREOF, the terms and conditions of this Addendum are agreed to and accepted by the Parties below:

City of Bremerton (Client)

Signature and Date Required	
X	
Authorized Person Signature	Date
Printed Name	Title

City of Bremerton (Plan Administrator)

Signature and Date Required	
X	
Authorized Person Signature	Date
Printed Name	Title

Spectrum Pension Consultants, Inc. (Company)

Signature and Date Required	
X	
Authorized Person Signature	Date

Yannis P. Koumantaros

Printed Name

President

Title

Spectrum Pension Consultants, Inc.
Exhibit B – Platform Services

This Exhibit B – Recordkeeping (this "Exhibit") is attached to and made a part of that certain Master Service Agreement and all addenda thereto (collectively the "MSA"), by and between Spectrum Pension Consultants, Inc. ("Company"), and City of Bremerton ("Client"). The fiduciary ("Fiduciary") of the retirement plan known as City of Bremerton's 457(b) Supplemental Retirement Program Plan (the "Plan") shall also be made part of this Exhibit and hereby accepts and agrees to the terms of the MSA and all addenda thereto. Company, Client and Fiduciary are hereinafter collectively referred to individually as a "Party" and collectively as the "Parties." In the event of a conflict between the terms and provisions of the MSA and any addenda thereto and this Exhibit, the terms and provisions of this Exhibit shall control. Unless otherwise defined herein, or unless the context otherwise requires, terms initially capitalized in this Exhibit shall have the same meaning as such initially capitalized terms do in the MSA and all addendum thereto.

1. Platform Services. Company maintains individual records of account for every Plan Participant, contribution source, and investment fund (collectively, "Platform Services"). Client hereby retains Company to perform Platform Services on behalf of Client. Platform Services include maintenance of Participant elections and changes, execution of Participant directions, where applicable, and reconciliation of investment transactions. Company will establish Participant and related data on its Platform Service system that includes indicative data (name, address, etc.). Company will provide assistance to coordinate the establishment of Participant data on Company's Platform Service system.

2. Platform Recordkeeping. For Platform Services, Company provides a mechanism that enables Fiduciary's and/or Participants to select among designated investments. Under this mechanism, Company maintains individual Participant records updated on a daily basis to reflect investment gains and losses or Participant initiated investment transactions. Other features include:

- a. Periodically requesting and obtaining current employee payroll data;
- b. Processing new Participants' enrollment elections;
- c. Crediting individual employee and employer contributions to Participants' accounts in accordance with employer provided data, Plan provisions and Participants' individual elections;
- d. Allocation of investment gains and/or losses to individual Participants' accounts
- e. Basic custodial, trust, and cashing services through regulated financial institutions;
- f. Execution and settlement of investment transactions initiated by authorized Plan representatives;
- g. Leading retirement plan technology infrastructure, including:
 - i. Spectrum Advisor Web™, a website where financial professionals can monitor Plan investments and manage Plan accounts;
 - ii. Spectrum Participant Web™, a website where Plan Participants can view account summaries, initiate Participant account transactions, access on-demand reports and forms, and view individual investment returns;
 - iii. Spectrum Plan Sponsor Web™, a website where Plan sponsors can access plan information, view reports, and securely transmit payroll or census data; and
- h. Linked brokerage windows with a wider range of investment options; and
- i. Preparation of required notices, reports, and periodic benefit statements for Plan Participants.

3. Platform Service Fees. There are three (3) components to fees Platform Services: (a) a base fee per plan ("Base Fee"); (b) a per Participant fee levied on all Participants with an accrued benefit under the Plan (the Participant Fee"); and (c) a market value fee based on the Plan's Market Value (the "Market Value Fee"). For this Exhibit, the Base Fee shall be \$ 00.00 per quarter, the Participant Fee shall be \$ 00.00 per Participant with an accrued benefit under the Plan per quarter, and the Market Value Fee shall be 0.035 % of the Market Value of the Plan as of the date each quarter the Market Value Fee is levied.

4. Trade Processing. While Company makes every effort to coordinate timely execution and settlement of all trade requests, Company will not be responsible for any losses or damages incurred due to Company's timely and accurate execution of trades requested by Participant or other authorized party or due to trade execution errors not under Company's direct control, including, without limitation, trades rejected or delayed by the Plan custodians, the national securities clearing corporation, fund companies or other parties.

IN WITNESS WHEREOF, the terms and conditions of this Exhibit B are agreed to and accepted by the Parties below:

City of Bremerton (**Client**)

Signature and Date Required	
X	
Authorized Person Signature	Date
Printed Name	Title

City of Bremerton (**Fiduciary**)

Signature and Date Required	
X	
Authorized Person Signature	Date
Printed Name	Title

Spectrum Pension Consultants, Inc. (**Company**)

Signature and Date Required	
X	
Authorized Person Signature	Date
Yannis P. Koumantaros	President
Printed Name	Title

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4E

SUBJECT:

Award Contract with Active Construction, Inc
for the Washington & 11th Roundabout
Project

Study Session Date: June 28, 2023

COUNCIL MEETING Date: July 5, 2023

Department: Public Works & Utilities

Presenter: Nick Ataie

Phone: (360) 473-2306

SUMMARY:

This item is related to agenda item 4F previously included on the June 21, 2023 city council agenda.

On June 21, 2023, city council approved award to Northwest Cascade, Inc. (NWC) with a bid amount of \$6,405,916.09 contingent upon required award concurrence from WSDOT and the TIB. Staff was notified by WSDOT on June 27, 2023 stating that the bid from NWC was deemed irregular and non-responsive per the contract special provisions due to submitted DBE forms not being in agreement with each other. Staff formally notified NWC on June 27, 2023 of the ruling by WSDOT as a non-responsive bid nullifying the June 21, 2023 city council award action.

The lowest responsible responsive bid is therefore Active Construction, Inc. (ACI) with a bid amount of \$6,412,412.00, including sales tax. Based on the bid from NWC being deemed non-responsive, staff recommends award of the Washington & 11th Roundabout Project Contract to ACI. Concurrence from WSDOT and TIB will be required prior to execution of the Local Agency Contract.

ATTACHMENTS:

- 1) Project Location Map; 2) Bid Summary; 3) Local Agency Contract 4) Letter to Northwest Cascade, Inc.

FISCAL IMPACTS (Include Budgeted Amount):

This project is in the Transportation Capital Fund; no budget adjustment is required.

STUDY SESSION AGENDA:

Limited Presentation

Full Presentation

STUDY SESSION ACTION:

Consent Agenda

General Business

Public Hearing

RECOMMENDED MOTION:

Move to award Contract with Active Construction, Inc for the Washington & 11th Roundabout Project in the amount of \$6,412,412.00, 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



**CITY OF BREMERTON
WASHINGTON & 11TH STREET IMPROVEMENTS**

**CITY PROJECT NO. 315-026
FEDERAL AID NO. STPUL-9918(017)
TIB PROJECT NO. 8-2-152(028)-1**

BID OPENING DATE: Thursday, June 1, 2023
 BID OPENING TIME: 11:00 AM
 BIDS OPENED BY: Angela Hoover
 BID OPEN LOCATION: Council Chambers
 345 6th Street, Suite 100
 Bremerton, WA 98337

BID SUMMARY

NAME OF BIDDER	Proposal Signature Page	Proposal Bond	Required Forms *	SCHEDULE A Sales Tax Rule 171 **	SCHEDULE B Sales Tax Rule 171 **	SCHEDULE C Sales Tax Rule 170 **	TOTAL BID
Reed Trucking & Excavating Inc	Y	Y	Y	\$ 5,860,363.00	\$ 815,741.00	\$ 141,151.92	\$ 6,817,255.92
Active Construction Inc	Y	Y	Y	\$ 5,530,991.68	\$ 711,085.25	\$ 170,335.07	\$ 6,412,412.00
Northwest Cascade Inc ***	Y	Y	Y	\$ 5,588,122.00	\$ 682,480.00	\$ 135,314.09	\$ 6,405,916.09
Miles Resources LLC	Y	Y	Y	\$ 6,696,613.95	\$ 745,741.50	\$ 123,239.30	\$ 7,565,594.75
Sound Pacific Construction LLC	Y	Y	Y	\$ 5,654,709.00	\$ 856,298.00	\$ 117,608.40	\$ 6,628,615.40
ENGINEER'S ESTIMATE				\$ 5,285,082.00	\$ 749,123.00	\$ 127,207.08	\$ 6,161,412.08
LOW BIDDER SUMMARY							
APPARENT LOW BIDDER					Northwest Cascade Inc ***		\$ 6,405,916.09
SECOND LOW BIDDER					Active Construction Inc		\$ 6,412,412.00
THIRD LOW BIDDER					Sound Pacific Construction LLC		\$ 6,628,615.40

* Required forms verified after bid opening in accordance with BIDDER'S CHECKLIST per project contract documents.

** Individual schedule totals not provided at bid opening.

*** Apparent Low Bidder (Northwest Cascade, Inc) deemed non-responsive by WSDOT on June 27, 2023.

Red text indicates a correction in bid amounts based on calculated bid tabulation.

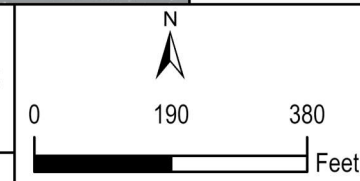


Washington Ave & 11th Street Improvements

Project Location Map

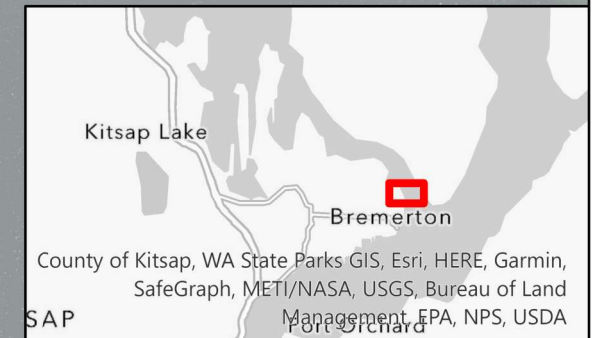
CITY OF BREMERTON
 DEPARTMENT OF PUBLIC WORKS & UTILITIES
 ENGINEERING DIVISION

EXHIBIT BY: N.ATAIE DATE: 2/10/2023 CHECKED BY: DATE:



PROJECT NO.
 315026

SHEET
 1 OF 1



LOCAL AGENCY CONTRACT

Local Agency Contract

THIS AGREEMENT, made and entered into this _____ day of _____, _____
between the _____, and the _____
_____ under and by virtue of Title 47 RCW, as amended and

hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

in accordance with and as described in the attached plans and specifications, and the standard specifications of the _____ which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by _____.

II. _____ hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

SR

DOT Form 272-006A EF
07/2011

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to the State by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and has caused this instrument to be executed by and in the name of the day and year first above written.

Executed by the Contractor _____, _____.

(Contractor)

Local Agency: _____

Title: _____

By: _____

Date: _____, _____



June 27, 2023

Northwest Cascade, Inc.
ATTN: Clint Myers – Vice President
PO Box 73399
Puyallup, WA 98373

Sent via email to clintmyers@nwcascade.com

Project: Washington and 11th Street Improvements (City Project No. 315026, Federal Aid No. STPUL-9918(017), TIB Project No. 8-2-152(028)-1)
Re: WSDOT Determination of Bid Irregularity and Nullification of Award

Clint,

As you are aware, the award of the subject contract to Northwest Cascade, Inc. (NWC) by our city council on June 21, 2023, was specifically made contingent upon award concurrence from the Washington State Department of Transportation (WSDOT) related to DBE participation as included in your bid.

On June 26, 2023, our office received a verbal notification by WSDOT Local Programs (Olympic Region) that the Office of Equity and Civil Rights (OECR) in conjunction with Local Programs made a determination that NWC's bid is deemed irregular and ultimately non-responsive per Special Provision 1-02.13 (Irregular Proposals) subsection (1)(i). This determination was provided in writing by John Ho (WSDOT) on June 27, 2023 as included with this letter.

Based on the requirements of Special Provision 1-02.13 and WSDOT's ultimate ruling, this letter is notification that the current award status by the City of Bremerton is nullified in accordance with the subject project contract provisions and associated terms of the award. Formal action by the City of Bremerton city council to award to the next lowest responsible responsive bidder will occur at an upcoming city council meeting.

If you have any questions or concerns in the meantime, please call me at 360-473-2306 (office), 564-222-0897 (cell), or e-mail me at Nick.Ataie@ci.bremerton.wa.us.

Sincerely,

Nick Ataie
Project Manager

Enclosure: June 27, 2023 WSDOT Email

Cc: Project File
Ned Lever, City Engineer
Shane Weber, Managing Engineer
Cathy Bonsell, Project Assistant
Melinda Monroe, Contracts Administrator
Kylie Finnell, City Attorney
Tom Knuckey, Director of Public Works & Utilities
Matt North, Senior Construction Manager (SCJ Alliance)
John Ho, WSDOT Local Programs Engineer (Olympic Region)
Andrea Archer-Parsons, WSDOT Assistant Local Programs Engineer (Olympic Region)
Marlisa Adams, WSDOT Local Programs (Olympic Region)

Nick Ataie

From: Ho, John <HoJohn@wsdot.wa.gov>
Sent: Tuesday, June 27, 2023 9:37 AM
To: Nick Ataie; Shane Weber; Cathy Bonsell
Cc: Adams, Marlisa K.; Archer-Parsons, Andrea
Subject: RE: [EXTERNAL] RE: Washington & 11th, STPUL-9918(017), Concurrence to Award

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

All,

Northwest Cascade is considered non-responsive based on the reason listed below:

Local Programs finds Northwest Cascade nonresponsive for the following reason,

Per project specification 1-02.13, (1) **A Proposal will be considered irregular and will be rejected if:**
(i), "The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are **in agreement** with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;"

Northwest Cascade failed to properly complete the utilization certification form and failed to submit written confirmations that were in agreement with the utilization certification form.

John

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4F

SUBJECT:

Budget Adjustment for the Pine Road
Basin Stormwater Improvements Project

Study Session Date:	<u>June 28, 2023</u>
COUNCIL MEETING Date:	<u>July 5, 2023</u>
Department:	<u>PW & Utilities</u>
Presenter:	<u>G. Fridriksson</u>
Phone:	<u>(360) 473-5758</u>

SUMMARY:

The Pine Road Basin project addresses stormwater capacity issues to alleviate flooding in the Robin, Dobb and Eagle Avenue neighborhoods. There is a significant amount of paving and sidewalk work that is required due to the scale of utilities installation. Additional paving is proposed in order to provide more complete street improvements. This additional paving requires a change order that can be approved by the Mayor; however, it requires a budget adjustment

Originally, \$600,000 was allocated from the Residential Streets Capital Fund to complete the project, with \$120,000 for design and \$480,000 for construction. Actual total construction costs, including the change order, will be \$690,000. This will require a budget adjustment of \$210,000 prior to execution of the change order to complete the street work. Funds will be allocated from the Residential Street Fund Balance.

ATTACHMENTS:

Site Plan, Photos

FISCAL IMPACTS (Include Budgeted Amount):

This project is included in the 2023 Stormwater Capital Budget and is funded by a Public Works Trust Fund Loan, the Stormwater Fund, and Residential Street Fund. In order to complete this work, the project requires a budget adjustment of \$210,000 to be allocated from the Residential Street Capital Fund Balance.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

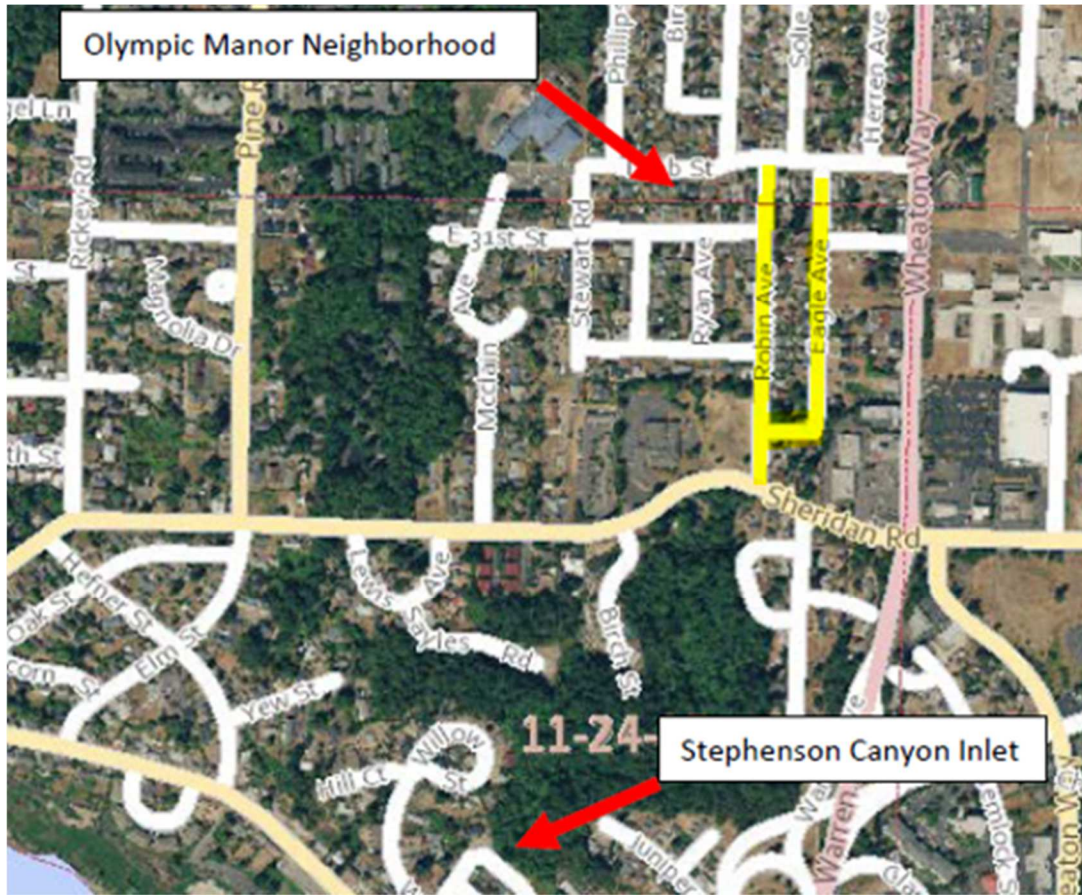
RECOMMENDED MOTION:

Move to approve the \$210,000 budget adjustment for the Pine Road Basin Stormwater Improvements Project.

COUNCIL ACTION:

Approve Deny Table Continue No Action

SITE MAP



June 16, 2023 - Trenching in Eagle Avenue



May 3, 2023 – Placing curb and gutter on the east side of Robin Avenue.



April 7, 2023 – Installation of catch basin on Robin Avenue south of Dibb Street.



March 22, 2023 – installation of storm main in Robin Avenue.



November 14, 2022 – Crossing Sheridan Road with new storm main.



AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4G

SUBJECT:

Resolution No. 3360 to adopt the City of
Bremerton 2020 Water System Plan

Study Session Date: June 14 & 28, 2023

COUNCIL MEETING Date: July 5, 2023

Department: PW&U

Presenter: Cami Apfelbeck

Phone: (360) 473-2315

SUMMARY: Water system planning is essential for the Bremerton Water Utility to meet forecasted increases in water demand. The Water System Plan is updated every ten years in accordance with Washington Administrative Code 246-290. It identifies present and future needs, sets forth the means to address these needs, and demonstrates the operational, technical, managerial, and financial capability to maintain compliance with all relevant regulations.

ATTACHMENTS: (1) Resolution No. 3360; (2) Link to Water System Plan is available at [City of Bremerton 2020 Water System Plan](#)

FISCAL IMPACTS (Include Budgeted Amount): The Water System Plan includes anticipated operational expenses for the Water Utility and a 20-year Capital Improvement Plan estimated to cost \$166 million.

STUDY SESSION AGENDA:

Limited Presentation

Full Presentation

STUDY SESSION ACTION:

Consent Agenda

General Business

Public Hearing

RECOMMENDED MOTION: Move to approve Resolution No. 3360 adopting City of Bremerton 2020 Water System Plan.

COUNCIL ACTION:

Approve

Deny

Table

Continue

No Action

RESOLUTION NO. 3360

A RESOLUTION of the City Council of the City of Bremerton, Washington, adopting the 2020 Water System Plan

WHEREAS, the City of Bremerton last updated its water system plan in 2013 by adoption of the 2012 Water System Plan via Resolution No. 3195; and

WHEREAS, a water system plan provides a means to meet future water system needs; and

WHEREAS, the City Council desires to plan for the future and growth in its water system service area by updating its current Water System Plan; and

WHEREAS, the City is required to formally adopt a water system plan under Washington Administrative Code 246-290-100 and Bremerton Municipal Code 15.02.020; NOW THEREFORE,

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

SECTION 1. *Adoption.* The 2020 Water System Plan, attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted.

SECTION 2. *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 3. *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 _____, 2023.

JEFF COUGHLIN, Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4H

SUBJECT:

Resolution No. 3361 to establish Water Use
Efficiency Goal for the City of Bremerton
Water Utility

Study Session Date: June 14 & 28, 2023

COUNCIL MEETING Date: July 5, 2023

Department: PW&U

Presenter: Cami Apfelbeck

Phone: (360) 473-2315

SUMMARY: The Washington State Department of Health requires water systems to establish water use efficiency goals in conjunction with every update to the Water System Plan. Bremerton last established water use efficiency goals in 2013. Washington Administrative Code 246-290 requires that water use efficiency goals describe measurable outcomes in reduced or maintained water usage, be set in a public forum providing opportunity for comments, and that City Council review the comments received.

City staff recommend the following goal:

Maintain water use per single family household to below 160 gallons per day on a running three-year average.

From June 6-16 the Utility solicited public comment on this goal, and staff will present results to City Council for review at the June 28 study session. The establishment of the final water use efficiency goal will be on July 5.

ATTACHMENTS: 1. Resolution No. 3361; 2. Efficiency Goal Setting Fact Sheet; 3. (To be provided and presented at the June 28 Study Session) Survey results and Public Comments.

FISCAL IMPACTS (Include Budgeted Amount): Bremerton's water use efficiency program is budgeted at approximately \$25,000 per year to provide outreach on ways customers can use water wisely.

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION: Move to adopt Resolution No. 3361 to establish water use efficiency goal for the City of Bremerton Water Utility.

COUNCIL ACTION: Approve Deny Table Continue No Action

RESOLUTION NO. 3361

A RESOLUTION of the City Council of the City of Bremerton, Washington, to repeal previous water use efficiency goals established in 2013 with Resolution No. 3196 and adopt updated water use efficiency goals for the City of Bremerton Water Utility

WHEREAS, the Bremerton Water Utility and its customers have shown their commitment to using water efficiently; and

WHEREAS, the City of Bremerton previously set water use efficiency goals in 2013 via Resolution No. 3196; and

WHEREAS, the City Council desires to comply with Washington Administrative Code 246-290 requiring Bremerton to establish water use efficiency goals every ten years as part of its Water System Plan approval; and

WHEREAS, the City water use efficiency goals must describe measurable outcomes in terms of reduced or maintained water usage; and

WHEREAS, the City provided a public forum for water customers and the public to participate and comment on the water use efficiency goals; and

WHEREAS, the City Council has reviewed and considered comments received;
NOW THEREFORE,

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

SECTION 1. The following is the water use efficiency goal for the City of Bremerton Water Utility:

Maintain water use per single family household to below 160 gallons per day on a running three-year average.

SECTION 2. Water use efficiency goals may be changed in accordance with Washington Administrative Code 246-290.

SECTION 3. 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 4. 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 _____, 2023.

JEFF COUGHLIN, Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

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Bremerton's Water Use Efficiency Goal Setting Proposal for 2023

The Washington State Municipal Water Supply Efficiency Requirements Act WAC 246-290-830 requires the City of Bremerton Water Utility to develop water use efficiency goals with each Water System Plan update that must:

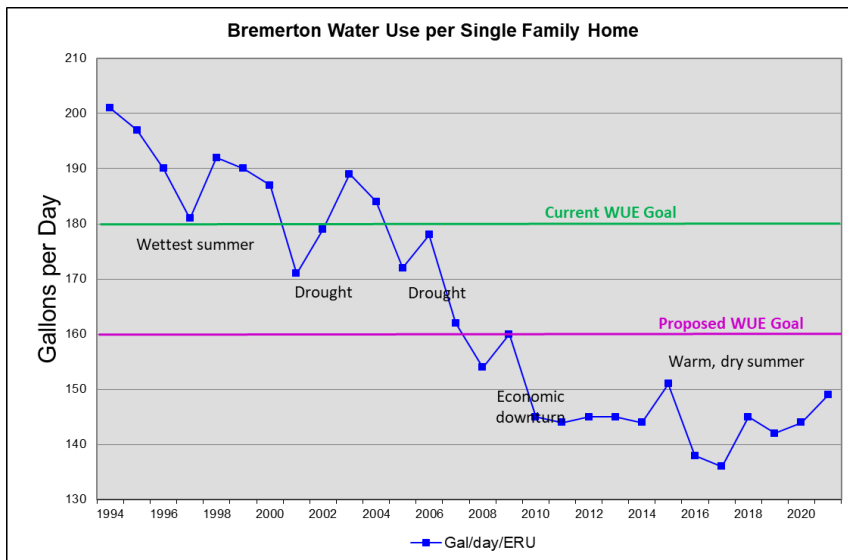
- Describe measurable outcomes in terms of reduced or maintained water production or usage
- Be set in a public forum that provides opportunity for consumers to participate and comment
- Be reviewed by City Council who shall consider all comments received

The following water use efficiency goal was proposed:

Maintain water use per single family household to below 160 gallons per day on a running 3-year average.

The Bremerton community has done an excellent job with water use efficiency. The proposed goal was selected to maintain our conservation achievements, be reasonable to attain, and be easily communicated to customers.

The rationale for this goal is that more than 92 percent of the City's meter connections are residential. The amount of water used by single family households is calculated annually and is shown in the chart below. The current level of residential use comfortably exceeds the 2013 goal of maintaining demand below 180 gallons per day.



The proposed water use efficiency goal is 11% less than the previous goal of 180 gallons per day and demonstrates the City's dedication to maintaining the conservation advances already made.

A survey to solicit customer comments was available in writing in the lobby of the Norm Dicks Government Center and on the city's website from June 5 – 16.

Customers were made aware of this comment process through displays, the City's website, the Department of Health website, social media, and a public notice in the Kitsap Sun on June 4 – 6.

A total of 29 surveys were received. Results are detailed on the next page. Generally, respondents thought the proposed goal seemed appropriate (17 responses). Five thought the goal should be more strict, six thought it should be less strict, and one did not answer the question.

Based on these results, staff recommends that the water use efficiency goal as proposed be considered by council at the July 5 Council meeting.

The July 5 City Council meeting which will serve as the public forum, providing customers an additional comment opportunity. The goal may be revised or a new one could be included as a result of the public process.

Bremerton's Water Use Efficiency Goal Setting 2023 Survey Results

Customers were offered an opportunity to take a hand-written or online survey to comment.

Bremerton's Proposed Water Use Efficiency Goal:

Maintain water use per single family household to below 160 gallons per day on a running 3-year average.

29 surveys were received.

I think this goal seems appropriate: **59%** should be more strict: **17%** should be less strict: **21%** N/A: **3%**

Customers were asked if they had a water use efficiency goal to suggest. One suggested 250 gallons per day; one suggested using what a shower/dishwasher/washing machine/etc. uses. Other responses did not meet the requirement of an efficiency goal and were combined with general comments reported on the following page.

Please check the box that best matches your opinion:	1 = Poor		5 = Excellent			Average Score
The quality of Bremerton's drinking water is:	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	4.3
The taste of Bremerton's drinking water is:	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	4.3
The service I receive from the Bremerton Water Utility is:	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	4.2
The value I receive from the Bremerton Water Utility is:	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	3.6

I use water efficiently in the following ways (✓ all that apply):

- I have low flow toilets. **66%**
- I take short showers or use low-flow shower head. **62%**
- I turn off the water while I brush my teeth or shave. **66%**
- I only use the clothes washer/dishwasher when they are full. **79%**
- I have a water-saving washing machine. **79%**
- I take my car to a commercial car wash. **48%**
- I use native/drought tolerant plants in my yard. **38%**
- I use a rain barrel. **21%**
- I water my lawn 1 inch per week or less in the summer. **59%**
- I have a rain shut-off valve on my irrigation system. **10%**
- I regularly check for water leaks in my home or business. **52%**

I am a Bremerton Water Customer at my **20** home **5** business **4** both for the past **average of 13 years**

Statements listed below are shown as received.

Rebates for home water efficiency improvements.

If people exceeded the goal ,charge them double. With most of the fees added ,the water portion trivial .Very few people on Bremerton water waste it. You have several families in one household and their bill appears to be over usage ,but break it down to per person and it is a different story.

If some one has a green lawn in the summer, they can afford a higher bill but if they don't give them a break .I like the pretty lawns but I don't want to subsidize them.

Bremerton is not a high-incocme city. If you set a basic water rate that is too low, and then put a surcharge for water use above that rate that applies every month, you will be negatively affecting families.

Water is a bargain. Sewer rates [part of my water bill] are nothing short of OBSCENE!

I fully support a water conservation goal, but realistically the flat fees are so high there's no financial incentive to seriously reduce water usage in my opinion. I would suggest fees as a percentage of water usage, or alternately crediting customers money if they fall below a certain water usage, for example a \$20 account credit if they're more than XX% below average water use.

My water bill seems exuberantly high compared to other places I've lived (in the military). We are not wasteful but still our bill is around \$130 a month?!?

how is all this going to affect the already high water and sewage rates?

Our tenants are a family of six. Just their household use of one shower a day, plus four toilet flushes each, would use 23 gallons per person. That is before running the dishwashers or clothes washer. Assume that for a family that large they use each machine once a day. Also, we have a garden and fruit trees that require summer irrigation outdoors. (We do not water grass.) If your average use applies equally to EVERY household, the 160 gallons is not sufficient for large households. I hope you are not planning something punitive and expensive for families that use more than 160 gallons on average.

I have traveled to California multiple times, I learned the 'if it's yellow, let it mellow....'

Different goal, but I don't buy water in plastic bottles. Our water is fine, and plastic is bad for the environment.

Keep in mind that tenants water use is not something that landlords have a lot of control over.

No control over how much water people use

My family Homesteaded this land in 1986.

This is ridiculous. Bremerton sold off the Watersheds my Grandmother donated to the County that provided sufficient water to the entire County during the Depression for a much higher population! You're squandering a natural asset for Big Business and future problems. It sat dormant for over 20 plus years after the failed Olympic College project fell through in the late 80's and could have been brought back into Bremerton Watersheds for a simple tax payment because the con artists disappeared in the middle of the night. But no, now we could all be without any water if one fire did the same damage that happened in 1938! Our Community is the hands of foolish people.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4I

SUBJECT:

Goods & Services Agreement with North Coast for the Purchase of three Variable Frequency Drives for Lift Station CW-1

Study Session Date:	<u>June 28, 2023</u>
COUNCIL MEETING Date:	<u>July 5, 2023</u>
Department:	<u>PW&U/WWTP</u>
Presenter:	<u>Eric J. Burris</u>
Phone:	<u>(360) 473-5448</u>

SUMMARY: The Variable Frequency Drives (VFDs) for lift station CW-1 are currently fifteen years old. WW staff received a letter from the vendor that the existing PowerFlex 700 VFDs will no longer be supported after July 2023. Staff received a quote from North Coast for three PowerFlex Ai 755 VFDs and associated electrical components for the sum of \$126,587.34 including applicable Washington state sales tax.

ATTACHMENTS: 1. Goods and Services Agreement; 2. Quote #S012581619 from North Coast; 3. Sole Source Memo; 4. Sole Source Letter from Rockwell Automation

FISCAL IMPACTS (Include Budgeted Amount): Funds are available from Fund 454

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the purchase of three PowerFlex Ai 755 VFDs and associated electrical components through a Goods and Services Agreement for \$126,587.34 including tax, and authorize the Mayor to finalize and execute the purchase with substantially the same terms and conditions as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, is entered into between the City of Bremerton, a Washington Municipal Corporation ("City"), and **North Coast** ("Vendor"), whose mailing address is: **239 Bruenn Ave, Bremerton, WA 98312**

The parties agree as follows:

I. VENDOR SERVICES. The Vendor shall provide the following goods and materials and/or perform the following services for the City:

VFD's for Lift Station CW-1

II. TIME OF COMPLETION. Vendor shall complete the work and provide all goods, materials and services within 45 - 60 calendar days from the date all parties have signed this Agreement.

III. COMPENSATION. The City shall pay the Vendor the total amount of \$126,587.34, including applicable Washington State Sales Tax, for the goods, materials and services contemplated in this Agreement. The City shall pay the Vendor the following amounts according to the following schedule:

To be Invoice Within 30 Days of Delivery

A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services on its own or from a third party, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct the cost to complete this Agreement, including any Additional Costs, from any and all amounts due or to become due the Vendor.

IV. INDEPENDENT CONTRACTOR. Vendor is and shall be at all times acting as an independent contractor and not as an employee of the City. The Vendor shall secure at its expense, and shall be responsible for all payments of income tax, social security, state disability insurance compensation, unemployment compensation, and all other payroll deductions for the Vendor, officer, agents, employees and subcontractors. The Vendor shall also secure all applicable business licenses, if required, in connection with the contract services, including all required licenses for Vendor's officers, agents, employees and subcontractors.

V. TERMINATION. The City may terminate this Agreement for good cause. "Good cause"

shall include, without limitation, any one or more of the following events:

- A. The Vendor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of this Agreement.
- B. The Vendor's failure to complete this Agreement within the time specified in this Agreement.
- C. The Vendor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Vendor's failure to comply with federal, state or local laws, rules or regulations.
- E. The Vendor's filing for bankruptcy or becoming adjudged bankrupt.

If the City terminates this Agreement for good cause, the Vendor shall not receive any further monies due under this Agreement until the goods, materials, and services required by this Agreement are completed and fully performed by the City or a third party of the City's choosing.

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

A. Procedure and Protest by the Vendor. If the Vendor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor shall:

- 1. Immediately give a signed written notice of protest to the City;
- 2. Supplement the written protest within fourteen (14) calendar days with a written statement that provides the following information:
 - a. The date of the Vendor's protest.
 - b. The nature and circumstances that caused the protest.
 - c. The provisions in this Agreement that support the protest.

d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.

e. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

3. The Vendor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Vendor's records needed for evaluating the protest.

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

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

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

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

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

VII. CLAIMS. The Vendor shall give written notice to the City of all claims other than change orders within fourteen (14) calendar days of the occurrence of the events giving rise to the claims. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement; or, if (and only if) no such provision is applicable, unless that claim is set forth in detail in writing and received by the City within seven (7) calendar days from the date Vendor knew, or should have known, of the facts giving rise to the claim. At a minimum, a Vendor's written claim must include the information set forth regarding protests in Section VI(A)(2)(a)-(e).

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

OR CAUSED BY THAT DELAY.

Vendor must, in any event, file any claim or bring any suit arising from or connected with this Agreement within 120 calendar days from the date the contract work is complete.

VIII. WARRANTY. The Vendor shall correct all defects in workmanship and materials within one year from the date of the City's acceptance of the contract work. When defects are corrected, the warranty for that portion of the work shall extend for one year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

IX. INDEMNIFICATION. Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement. Vendor's obligation to indemnify shall not extend to that portion of damages caused by the City's sole negligence.

The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, agents and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence.

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

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

X. INSURANCE. The Vendor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the contract work by the Vendor, its agents, representatives, employees or subcontractors.

Before beginning work on the project described in this Agreement, the Vendor shall provide a Certificate of Insurance evidencing:

A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

B. **Commercial General Liability** insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury, and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; and employer's liability.

C. **Excess Liability** insurance with limits not less than \$1,000,000 limit per occurrence and aggregate.

D. **Professional Liability** insurance with limits no less than \$1,000,000 limit per occurrence/claim.

E. **Workers Compensation** insurance as statutorily required by the Industrial Insurance Act of the State of Washington, Title 51, Revised Code of Washington and employer's liability with limits not less than \$1,000,000.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Vendor.

All required policies shall be provided on an "occurrence" basis except professional liability insurance (if required), which shall be provided on a "claims-made" basis.

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Vendor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

The Vendor's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The Vendor's insurance shall be primary and non-contributory insurance as respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies. It shall be an affirmative obligation upon Vendor to advise the City's Risk Manager by fax at (360) 473-5161, or by certified mail, return receipt requested to City of Bremerton, Attn: Risk Management, 345 6th Street, Suite 100, Bremerton, WA 98337 within two days of the cancellation, suspension or substantive change of any insurance policy required herein, and failure to do so shall be construed to be a breach of this Agreement.

The City also reserves its unqualified right to require at any time and for any reason, proof of coverage in the form of a duplicate of the insurance policy with all endorsements as evidence of coverage.

XI. MISCELLANEOUS.

A. Licenses and Taxes. Vendor shall possess a current Bremerton Business License and any regulatory license required to fulfill Vendor's obligations under this Agreement. B&O taxes shall be paid when due, and Vendor, by this Agreement, assigns any payments due under this Agreement to the City Clerk for payment of such taxes which have been declared delinquent.

B. Conflict and Precedence. In the event of a conflict between the contract documents, the document which rates higher on the following list shall take precedence:

1. Amendments / Change Orders to Goods and Services Agreement
2. Goods and Services Agreement
3. Specifications
4. Terms and Conditions
5. Vendor's Proposal

C. Documents Incorporated by Reference. The following documents are incorporated by reference, including but not limited to:

1. Terms and Conditions,
2. Specifications,
3. Proposal, and
4. Non-Collusion Affidavit.

D. Use of Photographs and Images. Vendor shall not use or distribute photographs or images depicting City officials, personnel, property, or equipment whether prepared by Vendor or provided by City without prior written consent of the City. The City will not unreasonably withhold its consent.

E. Equal Employment Opportunity Statement. In the hiring of employees for the performance of work under this Agreement, the Vendor, its subcontractors, or any person acting on behalf of Vendor shall not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental or sensory disability.

F. ADA Statement. The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.

G. Compliance with Laws. Vendor shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.

H. Prevailing Wages. Vendor shall file a "Statement of Intent to Pay Prevailing Wages" with the State of Washington Department of Labor & Industries prior to commencing the contract work. Vendor shall pay prevailing wages and comply with Chapter 39.12 of the Revised

Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries is attached.

I. Work Performed at Vendor's Risk. Vendor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of this Agreement. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

J. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the City and Vendor under any of the provisions of this Agreement, resolution of that dispute shall be available exclusively under the jurisdiction, venue and rules of the Kitsap County Superior Court, Kitsap County, Washington.

K. Attorney's Fees. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the City's right to indemnification under Section IX of this Agreement.

L. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.

Notices to be sent to:

Notices to be sent to:

CITY:

VENDOR:

Attn: Eric Burris
City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337-1891

Attn: Lito Bocanegra
North Coast _____
239 Bruenn Ave _____
Bremerton, WA 98312 _____

M. Assignment. Any assignment of this Agreement by the Vendor without the written consent of the City shall be void.

N. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.

O. Severability. If any one or more sections, subsections, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect.

P. Suspension & Debarment. For contracts involving Washington State or Federal funding, Vendor hereby certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Washington State, Federal department, or agency. Vendor shall provide immediate written notice to the City if at any time it learns that it is or has become ineligible for certification. Should Vendor enter into a covered transaction with another firm, Vendor agrees by signing this agreement that it will verify that the firm with whom it intends to do business is not debarred, suspended, ineligible, excluded or disqualified.

Q. Entire Agreement. The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attached Exhibits contain the entire Agreement between the parties. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

CITY:

VENDOR:

CITY OF BREMERTON

NORTH COAST

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
KYLIE J. FINNELL, Bremerton City Attorney

By: _____
ANGELA HOOVER, City Clerk

R:\Legal\Legal\Forms\FORMS ON COBWEB\Goods and Services Agreement Rev. 04 2023.docx



QUOTE

239 Bruenn Ave
 BREMERTON WA 98312-3107
 360-479-5425 Fax 360-479-8470

ORDER DATE	ORDER NUMBER
05/04/23	S012581619
ORDER TO: 117 NORTH COAST ELECTRIC 239 Bruenn Ave BREMERTON WA 98312-3107 360-479-5425 Fax 360-479-8470	PAGE NO. 1 of 1

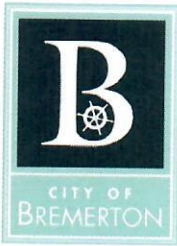
SOLD TO:
 CITY OF BREMERTON CONSOL
 1600 OYSTER BAY AVE SO.
 BREMERTON, WA 98312-3442

SHIP TO:
 CITY OF BREMERTON WWTP - OPEN
 1600 OYSTER BAY AVE SO.
 BREMERTON, WA 98312-3442

CUST NO.	CUSTOMER ORDER NUMBER	RELEASE NUMBER	TERMS		
56895	CW1VFD755		Net Due 25th		
ORDERED BY	WRITER	SHIP VIA	SHIP DATE	FRT ALLOWED	
Billy Wendling	Lito Bocanegra	WILL CALL	10/12/23	No	
ORDER QTY	DESCRIPTION	Net Prc	Ext Prc		
3ea	A-B 20G1AND302JNONNNNN PowerFlex Ai Air Cooled 755 AC Drive	28873.61/e	86620.83		
3ea	A-B 20-HIM-A6 PowerFlex Architectur Architecture Class HIM	265.57/e	796.71		
3ea	A-B 20-750-1132D-2R PowerFlex 750 S Series 115V AC EIO 11 Kit	331.70/e	995.10		
1ea	A-B 5069-L330ER CompactLogix 3MB En Enet Controller	7103.29/e	7103.29		
3ea	A-B 5069-IA16 Compact 5000 AC Input Module	468.75/e	1406.25		
1ea	A-B 5069-OW16 Compact 5000 Relay Ou Output Module	868.05/e	868.05		
1ea	A-B 5069-IF8 Compact 5000 Analog In Input Module	1075.15/e	1075.15		
1ea	A-B 5069-OF8 Compact 5000 Analog Ou Output Module	1884.91/e	1884.91		
1ea	A-B 5069-RTB64-SCREW Compact 5000 S Screw RTB	41.92/e	41.92		
6ea	A-B 5069-RTB18-SCREW Compact 5000 1 18 Screw RTB	76.63/e	459.78		
2ea	A-B 5069-RTB6-SCREW Compact 5000 6 Screw RTB	25.42/e	50.84		
2ea	A-B 5069-FPD Compact 5000 Field Pot Potential Distributor	194.70/e	389.40		
1ea	A-B 1606-XLE240E XLE Power Supply 2 240W 24VDC 10A	422.80/e	422.80		
3ea	A-B 20-750-NEMA1-F7 PowerFlex 750 F Frame 7 Conduit Box Kit	655.68/e	1967.04		
3ea	A-B 1321-3RAB320-C 1321 Power Compo Component 320 A Line Reactor	3946.80/e	11840.40		

North Coast Electric Company accepts your order only in accordance with the terms of its most recent quotation and its incorporated Terms and Conditions Applying to All Sales, set out in form NC055, available at <https://www.northcoastelectric.com/TermsandConditions> or upon request.

Subtotal	115922.47
S&H CHGS	0.00
Sales Tax	10664.87
Amount Due	126587.34



Public Works and Utilities Department

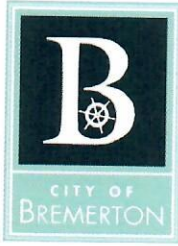
100 Oyster Bay Ave. N. • Bremerton, WA 98312 • (360) 473-5920 • FAX (360) 473-5360

DATE: May 16, 2023
TO: Procurement File
FROM: Eric J. Burris, WW Manager
SUBJECT: Sole Source Determination

In accordance with Bremerton Municipal Code 2.76.090, Sole Source Purchases, the purpose of this memorandum is to document the necessity of sole source procurement methodology for the purchase of Variable Frequency Drives (VFDs) and associated components.

Reasoning (check all supporting options below and remove unnecessary items):

- Compatibility to existing City standard or to existing equipment, inventory, systems, data, programs or service. City of Bremerton's WWTP utilizes Allen-Bradley VFDs at both treatment plants and lift stations. Sole source purchasing of VFDs and associated components streamlines inventory and interchangeability.
- Licensed or patented product with only one dealer. (Include a vendor signed statement/Affidavit explaining why this particular licensed or patented product is the only one suitable for your purpose)
- Authorized service provider, repair and/or warranty services. The City requires service or repair support for products or equipment owned by the City, and the vendor is either a factory authorized warranty service provider or that particular vendor is required for warranty services according to the conditions of a current City contract. (Include a vendor signed statement/Affidavit explaining and certifying to the relationship between the vendor and service provider).
- Unique design: Requires unique features that are essential aesthetic requirements, or not practical to match to existing design or equipment, such as artwork. Describe.
- Special bargain: This might include a surplus item, an auction sale, used equipment, returned "open box" purchase, or other similar one-time bargains. Describe.
- Delivery date: Only one supplier can meet required delivery date. Explain why this delivery date is essential. This can only be used in limited circumstances, for delivery deadlines that are the result of an unanticipated situation, and not a circumstance that could have been reasonably anticipated or averted by advance City planning.



Public Works and Utilities Department

100 Oyster Bay Ave. N. • Bremerton, WA 98312 • (360) 473-5920 • FAX (360) 473-5360

- Project or research continuity: Product, systems, services or data must comply with an ongoing project, research, data, testing or analysis without a compromise in the integrity of the project. Also, this should be a situation that cannot be replicated by another company because there is a legal or physical obstruction to disclosing the project information to allow another company the opportunity to replicate. Examples include situations where a company has legal and/or proprietary rights to customization such as software code, or to data; or testing or data is collected through a unique measuring instrument that cannot be accurately duplicated and offered by another vendor.
- Requirement by funding source: Lender, grantor (such as federal government) or other provider of funds requires the specific product, service or system. Attach a copy of the document that clearly shows such a requirement is imposed by the funding source.
- Legal monopoly: Only one supplier, such as electricity, water, or sewage.
- Trial and evaluation projects: A limited duration, limited scope pilot, trial or evaluation of a product, range of products or services. A trial or evaluation project would typically be part of establishing a standard for a City department, or to pilot a particular product or services for a City need. Describe the pilot, specify the scope of the pilot, and attach information to confirm that the pilot is part of a purposeful department pilot initiative.
- Other: Describe why this is the only company that can provide the sole source product or service. Provide the support document that explains why a particular product, manufacturer, or service is necessary and provide support for why the company you requested is the only available company. **See attached letter.**

Cost/Quote support:

After reviewing the sales quote from North Coast (quote number S012581619) at a total cost of \$126,587.34, our staff believes this is a fair and reasonable price.

Therefore, it is my determination that it is in the City's best interests to purchase the Allen-Bradley VFDs and associated components through direct negotiation, pursuant to BMC 2.76.090 and 2.76.010, and that sole source purchase of these VFDs and components is justified for this procurement.

Recommended by:


Eric J. Burris, WW Manager

Approved by:

Tom Knuckey Digitally signed by Tom Knuckey
Date: 2023.06.07 09:37:01 -07'00'
Tom Knuckey, PW&U Director

Rockwell Automation
PNW Territory Office
15375 SE 30th Place
Bellevue, WA 98007



May 25, 2022

Re: North Coast Electric

This is to confirm that North Coast Electric is currently the only distributor appointed and authorized to sell Rockwell Automation/Allen-Bradley Standard Controls, Drives, PLC/MMI, Software and service offerings in the geographic area in which your facility is located. As a matter of Company policy, full factory product and sales support is made available only to the local authorized distributor, and it is Rockwell Automation's practice and policy to always promote and recommend the use of that distributor to customers in that geographic area. Rockwell Automation discourages the use of other non-authorized sources, including distributors who may hold a Rockwell Automation/Allen-Bradley appointment in another locale.

Should you have any questions regarding the above, please do not hesitate to contact either Mikel Orsborn at 206-436-444 or myself, Jason Davis, at 425-280-4680.

Very truly yours,

Jason Davis

Channel Manager – WA/AK/OR Territory
Rockwell Automation PNW Territory
cc: Bill Kounellas, Rockwell Automation

GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, is entered into between the City of Bremerton, a Washington Municipal Corporation ("City"), and **North Coast** ("Vendor"), whose mailing address is: **239 Bruenn Ave, Bremerton, WA 98312**

The parties agree as follows:

I. VENDOR SERVICES. The Vendor shall provide the following goods and materials and/or perform the following services for the City:

VFD's for Lift Station CW-1

II. TIME OF COMPLETION. Vendor shall complete the work and provide all goods, materials and services within 45-60 calendar days from the ship date as issued on quote: S012581619

III. COMPENSATION. The City shall pay the Vendor the total amount of \$126,587.34, including applicable Washington State Sales Tax, for the goods, materials and services contemplated in this Agreement. The City shall pay the Vendor the following amounts according to the following schedule:

To be Invoiced within 30 Days of Delivery

A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services on its own or from a third party, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct the cost to complete this Agreement, including any Additional Costs, from any and all amounts due or to become due the Vendor.

IV. INDEPENDENT CONTRACTOR. Vendor is and shall be at all times acting as an independent contractor and not as an employee of the City. The Vendor shall secure at its expense, and shall be responsible for all payments of income tax, social security, state disability insurance compensation, unemployment compensation, and all other payroll deductions for the Vendor, officer, agents, employees and subcontractors. The Vendor shall also secure all applicable business licenses, if required, in connection with the contract services, including all required licenses for Vendor's officers, agents, employees and subcontractors.

V. TERMINATION. The City may terminate this Agreement for good cause. "Good cause"

shall include, without limitation, any one or more of the following events:

- A. The Vendor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of this Agreement.
- B. The Vendor's failure to complete this Agreement within the time specified in this Agreement.
- C. The Vendor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Vendor's failure to comply with federal, state or local laws, rules or regulations.
- E. The Vendor's filing for bankruptcy or becoming adjudged bankrupt.

If the City terminates this Agreement for good cause, the Vendor shall not receive any further monies due under this Agreement until the goods, materials, and services required by this Agreement are completed and fully performed by the City or a third party of the City's choosing.

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

A. Procedure and Protest by the Vendor. If the Vendor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor shall:

- 1. Immediately give a signed written notice of protest to the City;
- 2. Supplement the written protest within fourteen (14) calendar days with a written statement that provides the following information:
 - a. The date of the Vendor's protest.
 - b. The nature and circumstances that caused the protest.
 - c. The provisions in this Agreement that support the protest.

d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.

e. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

3. The Vendor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Vendor's records needed for evaluating the protest.

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

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

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

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

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

VII. CLAIMS. The Vendor shall give written notice to the City of all claims other than change orders within fourteen (14) calendar days of the occurrence of the events giving rise to the claims. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement; or, if (and only if) no such provision is applicable, unless that claim is set forth in detail in writing and received by the City within seven (7) calendar days from the date Vendor knew, or should have known, of the facts giving rise to the claim. At a minimum, a Vendor's written claim must include the information set forth regarding protests in Section VI(A)(2)(a)-(e).

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

OR CAUSED BY THAT DELAY.

Vendor must, in any event, file any claim or bring any suit arising from or connected with this Agreement within 120 calendar days from the date the contract work is complete.

VIII. WARRANTY. The Vendor shall correct all defects in workmanship and materials within one year from the date of the City's acceptance of the contract work. When defects are corrected, the warranty for that portion of the work shall extend for one year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

IX. INDEMNIFICATION. Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement. Vendor's obligation to indemnify shall not extend to that portion of damages caused by the City's sole negligence.

The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, agents and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence.

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

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D. Use of Photographs and Images. Vendor shall not use or distribute photographs or images depicting City officials, personnel, property, or equipment whether prepared by Vendor or provided by City without prior written consent of the City. The City will not unreasonably withhold its consent.

E. Equal Employment Opportunity Statement. In the hiring of employees for the performance of work under this Agreement, the Vendor, its subcontractors, or any person acting on behalf of Vendor shall not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental or sensory disability.

F. ADA Statement. The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.

G. Compliance with Laws. Vendor shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.

H. Prevailing Wages. Vendor shall file a "Statement of Intent to Pay Prevailing Wages" with the State of Washington Department of Labor & Industries prior to commencing the contract work. Vendor shall pay prevailing wages and comply with Chapter 39.12 of the Revised

Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries is attached.

I. Work Performed at Vendor's Risk. Vendor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of this Agreement. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

J. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the City and Vendor under any of the provisions of this Agreement, resolution of that dispute shall be available exclusively under the jurisdiction, venue and rules of the Kitsap County Superior Court, Kitsap County, Washington.

K. Attorney's Fees. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the City's right to indemnification under Section IX of this Agreement.

L. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.

Notices to be sent to:

Notices to be sent to:

CITY:

VENDOR:

Attn: Eric Burris
City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337-1891

Attn: Lito Bocanegra
North Coast
239 Bruenn Ave
Bremerton, WA 98312

M. Assignment. Any assignment of this Agreement by the Vendor without the written consent of the City shall be void.

N. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.

O. Severability. If any one or more sections, subsections, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect.

P. Suspension & Debarment. For contracts involving Washington State or Federal funding, Vendor hereby certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Washington State, Federal department, or agency. Vendor shall provide immediate written notice to the City if at any time it learns that it is or has become ineligible for certification. Should Vendor enter into a covered transaction with another firm, Vendor agrees by signing this agreement that it will verify that the firm with whom it intends to do business is not debarred, suspended, ineligible, excluded or disqualified.

Q. Entire Agreement. The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attached Exhibits contain the entire Agreement between the parties. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

CITY:

VENDOR:

CITY OF BREMERTON

NORTH COAST

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
KYLIE J. FINNELL, Bremerton City Attorney

By: _____
ANGELA HOOVER, City Clerk

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AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4J

SUBJECT:

Technical Rescue Mutual Aid Interlocal Agreement

Study Session Date: June 28, 2023

COUNCIL MEETING Date: July 5, 2023

Department: Fire

Presenter: Pat McGanney, Fire Chief

Phone: (360) 473-5381

SUMMARY:

This is an updated agreement between the City of Bremerton and every fire district/department to provide mutual aid for technical rescues. This agreement provides for a county-wide technical rescue team, defines the services rendered, how the team is organized and is funded. This agreement is between all fire departments/districts within Kitsap County.

ATTACHMENTS:

Interlocal Agreement between the City of Bremerton and the parties.

FISCAL IMPACTS (Include Budgeted Amount): The cost is \$6,000 a year and will be absorbed within the Fire Department budget.

STUDY SESSION AGENDA:

Limited Presentation

Full Presentation

STUDY SESSION ACTION:

Consent Agenda

General Business

Public Hearing

RECOMMENDED MOTION:

Move to approve the Technical Rescue Mutual Aid Interlocal Agreement 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

TECHNICAL RESCUE MUTUAL AID
INTERLOCAL AGREEMENT

Summary for Recorder's Use (RCW 65.04.045):

1. **Reference Number** of documents being assigned or released :Not Applicable.
2. **Grantors:**
 1. Bremerton Fire Department;
 2. North Kitsap Fire & Rescue;
 3. Central Kitsap Fire & Rescue;
 4. South Kitsap Fire & Rescue;
 5. Bainbridge Island Fire Department;
 6. Poulsbo Fire Department;
3. **Grantees:**
 1. Bremerton Fire Department;
 2. North Kitsap Fire & Rescue;
 3. Central Kitsap Fire & Rescue;
 4. South Kitsap Fire & Rescue;
 5. Bainbridge Island Fire Department ;
 6. Poulsbo Fire Department;
 7. Navy Region Northwest;
 8. The Public.
4. **Summary Legal Description:** Not Applicable
5. **Assessor's Property Tax Parcel Account Number(s):** Not Applicable

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2023, among the following governmental entities, acting pursuant to the authority provided by Washington State's Interlocal Cooperative Act, Chapter 39.34 RCW: the City of Bremerton Fire Department; North Kitsap Fire and Rescue; Central Kitsap Fire and Rescue; South Kitsap Fire and Rescue; Bainbridge Island Fire Department; Poulsbo Fire District 18; (hereinafter also generically referred to collectively as "Fire Departments" or "Member Agencies", and singularly as "Fire Department" or "Member Agency"). Each Member Agency named herein constitutes a Washington State municipal corporation. All Member Agencies are "Public Agencies" as defined in RCW 39.34.020(1).

Washington State's Interlocal Cooperative Act encourages local government units to enter into agreements with one another on a basis of mutual advantage in order to make the most efficient use of their resources for the benefit of their respective citizens.

This Agreement seeks to provide each Member Agency the benefits of mutual and automatic aid from the other Member Agencies in responding to incidents that require technical rescue skills to the end that each Member Agency's citizens may be provided with combined Member Agency expertise in such matters.

NOW, THEREFORE, in consideration of the foregoing recitals, and the promises and covenants of the Member Agencies, they agree as follows:

1. **Purpose** The purpose of this Agreement is to provide a means for the Member Agencies, under certain circumstances, to collaborate and combine their technical rescue resources mutually and reciprocally in the form of personnel and equipment to respond to incidents within a Member Agency's service area that involve rescues requiring technical skills, such as: trench rescue; confined space rescue; rope rescue; structural collapse rescue; and other rescue situations, for which personnel have been specially trained .

Nothing in this Agreement is intended to override or replace in any fashion the power and authority of the Kitsap County Sheriff s Office with respect to search and rescue activities described in RCW 38.52.400. Similarly, the Member Agencies recognize the authority of the Kitsap County Sheriff s Office with respect to water rescue and the regulation of watercraft.

2. **Technical Rescue Personnel** Technical rescue personnel are defined as those individuals assigned by Member Agencies to train and respond, as part of a consolidated response effort, to rescue incidents identified herein within the Member Agency service areas.
3. **Governing Authority** The Agreement seeks to set forth the authority of the four entities in charge of providing guidance, administration, and decisions under this Agreement, to wit: the Kitsap County Fire Chiefs ("Policy Board"); the Kitsap County Operations Chiefs ("Operations Board") ; the program leadership team, and the Lead Agency. In the event a dispute shall ever arise as to which of these four entities is answerable to whom, or what authority one of them possesses, all said disputes shall be resolved by the Kitsap County Fire Chiefs ("Policy Board").
4. **Policy Board / Admittance of New Member Agencies / Member Agency Support** The Kitsap County Fire Chiefs ("Policy Board") shall review, make changes to as deemed necessary, and approve, the annual budget presented to it by the KSORT Program Manager. The Policy Board may also establish (and disband) committees, as it deems appropriate from time to time, and provide any other guidance to the Lead Agency, Program Leadership Team, and/or Member Agencies reasonably required to adequately administer and implement this Agreement, including the ability to allow additional governmental entities to become a Member Agency to this Agreement upon its agreeing to all terms hereof. Any governmental agency admitted as a new Member Agency hereunder shall sign an agreement under which it agrees to be bound by all terms of this Agreement. Admittance of the governmental agency as a Member Agency hereunder shall then occur when the Policy Board approves the same.

Each Member Agency shall provide ongoing support to the goals of this Agreement by providing knowledgeable representatives to attend scheduled committee meetings and perform assigned committee work in a timely fashion.

5. **Roles and Responsibilities** This agreement does not establish a separate legal entity. The Lead Agency shall be the administrative authority charged with managing the day-to-day operations conducted pursuant to this Agreement. The Program Leadership Team, subject to the approval of the Policy Board, shall be responsible for formulating goals, policy, procedures, establishing annual budgets, and acquiring, holding, and disposing of any real or personal property purchased to implement this Agreement. In performing its duties hereunder, the Policy Board shall meet at least annually, and more frequently as it shall determine. The Policy Board shall determine the annual maintenance fee charged to each Member Agency.
6. **Agency Leads & Program Leadership Team** Each Member Agency shall name one of its respective technical rescue personnel as an "agency lead" who shall serve as that Member Agency's primary point of contact for Technical Rescue matters between the Member Agency and the team, Policy Board, or Operations Board. This group of agency leads shall form the "Program Leadership Team."
7. **Program Manager & Lead Agency** The Program Leadership Team shall recommend, and the Operations and Executive Boards shall approve, the naming of a KSORT Program Manager. This KSORT Program Manager's Member Agency shall serve as the Lead Agency in administering this Agreement. It shall assess an annual maintenance fee (which fee shall be determined yearly by the Kitsap Fire Chiefs ("Policy Board") as hereinafter set forth) equally among the Member Agencies to pay for all costs incurred in implementing this Agreement, including but not limited to expenses covering joint training exercises, materials, supplies, and equipment used by the rescue team(s). It shall maintain these funds in a segregated "Technical Rescue Mutual Aid Account" and shall maintain an itemized accounting of all monies deposited into this account and all monies paid from it. The Lead Agency agrees not to charge an administrative fee and shall retain the right to bill for incurred cost for the services it provides under this Agreement.
8. **Operations Board / Duties** The Kitsap County Operations Chiefs, a Division of the Kitsap County Fire Chiefs Association ("KCFCA"), shall serve as an Operations Board, responsible for operational guidance and issues involved in the implementation of this Agreement.
9. **Meetings** The Program Leadership Team and Operations Boards shall meet at those times as it shall determine so the terms of this Agreement may be effectively implemented.
10. **Member Agency Duties** On a continual basis, each Member Agency agrees to provide a minimum of three personnel qualified to, or who will become qualified to, the technician level in the rescue disciplines of trench rescue, rope rescue, confined space rescue, and structural collapse rescue. At a minimum, all qualifications shall be based on, and maintained, in accordance with NFPA 1006 entitled, "Rescue Technician Professional Qualifications (most current edition). Agencies that do not maintain the minimum of three qualified and participating members will be invoiced for team responses at rates published in the most current Washington State Fire Chiefs Rate Schedule. At a minimum, personnel provided to the team must have completed Rescue Systems 1 prior to appointment and shall complete all technician level training within 3 years of appointment.

10. **Effectiveness / Termination** This Agreement shall be effective when fully executed by all Member Agencies who are listed as signatory hereto and upon its filing with the Kitsap County Auditor as provided in RCW 39.34.040, and shall remain in effect on a year-to-year basis until terminated by the mutual written consent of all Member Agencies. If a Member Agency or Agencies terminates its/their participation hereunder, nevertheless, this Agreement shall remain in effect as to those remaining Member Agencies.
11. **Termination of a Member Agency's Participation** A Member Agency may terminate its participation under this Agreement by first providing 30 days advance written notice to the Lead Agency of its intent to terminate its participation hereunder as of a date certain set forth in its notice, which date certain shall be the last day of a calendar month. Provided, however, before a Member Agency may terminate its participation hereunder, it must first pay all its obligations due hereunder to the date of termination. If a Member Agency terminates its participation prior to the end of a calendar year, that portion of its maintenance fee paid for that year that has not yet been utilized to pay expenses in the implementation of this Agreement, as determined by the Lead Agency, shall be returned to it within 60 days of its termination date.
12. **Agency Dues and Maintenance** Each Member Agency agrees to remit its annual maintenance fee to the Lead Agency within sixty (60) days after receipt of such billing. Initially the annual maintenance fee charged to each Member Agency shall be \$6,000, and shall be due during the second quarter of each year. The Policy Board, with cause, shall also have the right at any time to replace the Program Manager and Lead Agency with another Member Agency who shall then assume the duties placed upon the Lead Agency hereunder.
13. **Standard Delivery of Services** Upon request being made by a representative of a Member Agency ("requesting Member Agency") for any of the resources identified in section I hereof from another Member Agency ("responding Member Agency"), resources will be dispatched from the responding Member Agency in accordance with the request, subject however to the response limitations set forth herein, to that location within the requesting Member Agency's service area as requested.
14. **Responding Agency Dispatch Conditions** The dispatch of equipment and personnel by a responding Member Agency shall be subject to the following conditions:
- A. **Rendering of Aid Not Mandatory** The rendering of assistance under this Agreement shall not be mandatory, but the Member Agency receiving a request to respond shall inform the requesting Member Agency as soon as reasonably possible, if for any reason the requested assistance will not be provided. The officer in charge of a responding Member Agency shall have the right to determine the ability and priority of providing assistance under this Agreement should his/her Fire Department already be committed to an emergency within its service area requiring the said resources and/or personnel requested by the requesting Member Agency.

- B. **Information Accompanying Request/ Use of ICS** Any request for aid hereunder shall specify the nature of the incident and the location where the equipment and personnel are to be dispatched. Provided, however, under all circumstances, the amount and type of equipment, and the number and type of personnel to be furnished shall be determined by the responding Member Agency's representative.

Each Member Agency shall use the Incident Command System ("ICS") for all mutual and automatic responses, and shall establish and maintain dispatch run cards personal to that Member Agency at Kitsap 911 to reflect the response obligations established in this Agreement.

- C. **Reporting Requirements at Incident** The responding Member Agency shall report to the officer in charge of the requesting Member Agency at the location where the equipment and personnel are dispatched, and shall be subject to the orders of that office. Provided, however, the officer in charge of a responding Member Agency may, in the exercise of his/her best judgment and discretion, refuse to commit personnel, equipment, or both, to a position or task that he/she determines possesses the reasonable potential to unreasonably imperil his/her Fire Department's personnel and/or equipment.
- D. **Requesting Agency Incident Release** A responding Member Agency shall be released by the requesting Member Agency when: its services are no longer reasonably required; or when the responding Member Agency must respond into its own service area.
- E. **Patient Transport Rates** Emergency medical patients requiring transport to a medical facility for continued medical care shall be billed for the transport services provided, by the Member Agency providing the transport, at the established rate of such transporting Member Agency.

15. **State or Federal Mobilization** The Kitsap County Technical Rescue Team may be requested to deploy on a State or Federal incident.
- a) The Team will deploy only if each of the responding members' respective Fire Chief or designee approves the response.
 - b) Member agencies may seek reimbursement for mobilization hours from the appropriate State and Federal entities for wages, backfill, and/or apparatus from their own agency.
 - c) Agencies' employees will maintain and provide upon return, the official documentation required by state or federal agencies in order to apply for the reimbursement of expenditures for mobilization.
 - d) Equipment reimbursements applicable to the Team will go back into the Team account for repair, replacement, or replenishment of utilized equipment and/or materials.
16. **Technical Rescue Services Provided to Non-Member Agencies** Once this Agreement is in effect, and the Member Agencies are providing technical rescue response to one another, they may begin providing technical rescue services to non-member municipal agencies. Non-member municipal agencies shall be charged reasonable fees and charges in accordance with the most current schedule of charges adopted by the Washington Fire Chiefs Association for such rescue

services. All funds received for services rendered to non-member agencies shall be paid to the Member Agency(s) performing the said services. Each Member Agency shall determine its willingness and level of commitment to make its equipment and personnel available to a non-member municipal agency.

Each Member Agency also reserves the right to enter into a separate technical rescue agreement with a non-member agency so long as its services provided to such non-member agency do not take precedence over the exchange of services and equipment among Member Agencies provided herein.

17. **Indemnification, Limitation of Liability, and Insurance** Each Member Agency shall, at all times, be solely and exclusively responsible for the acts or failure to act of its personnel that occur or arise in any way out of the performance of this

Agreement. Each Member Agency's personnel shall be under the employment of its Fire Department for purposes of any injury, loss, claim, damage or liability arising out of or related to this Agreement. Each Member Agency further agrees to hold harmless, defend, and indemnify, the other Member Agencies and their personnel from all costs, expenses, losses, and damages, including cost of defense incurred as a result of any acts or omissions of the pertinent acting or non-acting Member Agency or its personnel relating to its performance or wrongful non-performance under this Agreement.

Each Member Agency shall provide to all other Agencies, information regarding its personal injury, property damage, and other insurance pertinent to this Agreement, in the form of a Certificate of Coverage, that demonstrates good and adequate coverage for all its reasonably foreseeable activities hereunder.

18. **Termination of Prior Agreements** This Agreement supersedes and replaces all prior agreements between the Member Agencies relating to or touching upon the matters contained herein.
19. **Complete Agreement** This Agreement constitutes the full and complete agreement of the Member Agencies as to the matters contained herein. No other verbal or prior written understandings shall be provided with any legal effect whatsoever. Any amendments hereto shall be in writing and signed by all Member Agencies.
20. **Compensation** No responding Agency shall seek or be entitled to compensation for services rendered under this Agreement from any requesting Member Agency, except as provided in 44 CFR, Part 151, "REIMBURSEMENT FOR COST OF FIREFIGHTING ON FEDERAL PROPERTY". As hereinbefore set forth, however, Member Agencies providing rescue services to non-member agencies shall be entitled to compensation for their services from such non-member agencies as herein set forth.
21. **Execution in Counterparts** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

22. **Agreement to be Filed with County Auditor** Pursuant to RCW 39.34.040, this Interlocal Agreement shall be filed by the Lead Agency with the Kitsap County Auditor as soon as reasonably practical after its execution. Thereafter, conformed copies, as to the date of filing and file number, shall be supplied by the Lead Agency to each Member Agency.

IN WITNESS WHEREOF, the duly authorized representatives for each Agency have signed this Agreement to evidence their respective Agency's consent to all terms hereto:

(Signing Agency signatures on subsequent pages)

CITY OF BREMERTON

By: _____
Mayor

Date of Signing: _____

ATTESTED TO:

By: _____
City Clerk

Date of Signing: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date of Signing: _____

BAINBRIDGE ISLAND FIRE DEPARTMENT

By: _____
Board Chair

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

ATTEST:

By: _____
District Secretary

Date of Signing: _____

CENTRAL KITSAP FIRE & RESCUE

By: _____
Board Chair

Date of Signing: _____

By: _____
Board Vice Chair

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

ATTEST:

By: _____
District Secretary

Date of Signing: _____

POULSBO FIRE DEPARTMENT

By: _____
Board Chair

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

ATTEST:

By: _____
District Secretary

Date of Signing: _____

NORTH KITSAP FIRE & RESCUE

By: _____
Board Chair

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

ATTEST:

By: _____
District Secretary

Date of Signing: _____

SOUTH KITSAP FIRE & RESCUE

By: _____
Board Chair

Date of Signing: _____

By: _____
Board Vice Chair

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

By: _____
Commissioner

Date of Signing: _____

ATTEST:

By: _____
District Secretary

Date of Signing: _____

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4K

SUBJECT:

Intergovernmental Agreement for
Emergency Management Assistance
Compact (EMAC) and Pacific Northwest
Emergency Management Arrangement
(PNEMA)

Study Session Date: June 28, 2023
COUNCIL MEETING Date: July 5, 2023
Department: Fire
Presenter: Pat McGanney, Fire Chief
Phone: (360) 473-5381

SUMMARY:

This agreement provides for the use of authorized resources (including employees and equipment) to be deployed to provide EMAC or PNEMA assistance.

ATTACHMENTS:

Intergovernmental Agreement for Emergency Management Assistance Compact (EMAC) and Pacific Northwest Emergency Management Arrangement (PNEMA)

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 Intergovernmental Agreement for Emergency Management Assistance Compact and Pacific Northwest Emergency Management Arrangement 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

**INTERGOVERNMENTAL AGREEMENT
FOR EMAC AND PNEMA ASSISTANCE BETWEEN**

Washington Military Department
Bldg 20, M/S: TA-20
Camp Murray, WA 98430-5122

AND City of Bremerton FD
911 Park Avenue
Bremerton, WA 99337

FAX: 253-512-7203

Phone: 360-473-5381 FAX: 360-473-5397

Contact Person: Mark Douglas
Email: mark.douglas@mil.wa.gov
Phone: 253-512-7097

Contact Person: Pat McGanney
Email: Patrick.mcganney@ci.bremerton.wa.us

Contact Person: Valente Perry
Email: valente.perry@mil.wa.gov
Phone: 253-359-3997

SWV#: 0000221-00
UBI: 181-007-710

Start Date: Upon Signature

End Date: 5 years from date

1. INTRODUCTION:

This Intergovernmental Agreement (Agreement), pursuant to Ch. 38.10 RCW (Emergency Management Assistance Compact (EMAC)), Ch. 39.34 RCW (Interlocal Cooperation Act), Ch. 38.52 RCW (Emergency Management Act), and the Pacific Northwest Emergency Management Arrangement (PNEMA), is made and entered into by and between the Washington State Military Department through its Emergency Management Division (EMD), and the local jurisdiction within the State of Washington identified above, hereinafter referred to as "Jurisdiction". EMD, through these authorities, coordinates interstate mutual aid according to the model presented in the National Strategy for Homeland Security. EMAC, Chapter 38.10 RCW, and Public Law 104-321, authorize and direct the deployment of certain necessary mutual aid between the EMAC participants, who are currently all fifty states, Puerto Rico, Guam, the U.S. Virgin Islands, and the District of Columbia. PNEMA and Public Law 105-381 authorize and direct the deployment of certain necessary mutual aid between the PNEMA participants, who are currently the States of Alaska, Idaho, Oregon, and Washington, the Canadian Province of British Columbia, and the Yukon Territory. This Agreement provides for the use of authorized resources (including employees and equipment) of the Jurisdiction in responding to requests for EMAC or PNEMA assistance from a participating party in which EMD has identified authorized resources of the Jurisdiction that are qualified and immediately available to deploy and perform the requested EMAC or PNEMA assistance in a requesting participating party.

2. SCOPE:

Pursuant to this Agreement, the authorized resources of the Jurisdiction will be deployed to provide EMAC or PNEMA assistance. When the deployed authorized resources of the Jurisdiction are employees of the Jurisdiction, those Jurisdiction employees will be treated as state employees for purposes of EMAC or PNEMA deployment only and will be entitled to the rights and benefits under EMAC or PNEMA available to state officers and employees, but not for any other purpose. The Jurisdiction will be reimbursed for authorized costs incurred as a result of authorized resource deployment as provided in this Agreement.

3. Authorization and Deployment of Resources

- a. This Agreement is not an authorization to deploy. EMAC and PNEMA deployment of the Jurisdiction's resources under this Agreement shall only be authorized as provided in a completed amendment to this Agreement in the form of "Attachment A" that has been mutually executed by the parties. The Jurisdiction shall not deploy any resources under this Agreement except in compliance with such authorization. No reimbursement will be provided for resources deployed that are inconsistent with such authorization.

- b. Jurisdiction resources authorized for deployment under this Agreement (the "authorized resources") are only those listed on mutually executed amendments in the form attached hereto as "Attachment A" that references this Agreement by number and includes the authorized charge code, EMAC or PNEMA mission number and disaster name, identification of the authorized resource (employee/equipment), description of the anticipated EMAC or PNEMA duties, maximum reimbursement, estimated duration of deployment, reporting location, point of contact at the destination, and completed verification of credentials.

4. Financial Management and Reimbursement

- a. The Military Department will reimburse the Jurisdiction for the expenses of authorized resources deployed under this Agreement up to the maximum amount provided for herein to the extent supported by proper documentation establishing the expenses were actually incurred pursuant to authorized deployment under the Agreement. No reimbursement will be provided for resources deployed inconsistent with the authorization contained in a completed amendment to this Agreement in the form attached hereto as "Attachment A" that has been mutually executed by the parties.
- b. The authorized resource expenses that may be reimbursed are only those contained in a completed amendment to this Agreement in the form attached hereto as "Attachment A" that has been mutually executed by the parties, and include employee salary, benefits, overtime, air and land travel expenses, lodging, per diem, and equipment use and operation costs. Unless this Agreement is amended by Attachment A to provide otherwise, lodging and per diem shall only be reimbursed in accordance with the United States General Services Administration (GSA) rates for the applicable deployment location existing at the time of deployment under this Agreement, which are located at <http://www.gsa.gov/portal/category/21287>.
- c. The maximum amount of reimbursement for Fire District and Fire Department authorized resources shall be based on the Washington State Fire Chiefs Rate Schedule in effect at the time of deployment, which is incorporated herein by reference. For all other Jurisdictions, the maximum amount of reimbursement for authorized employee expenses under this Agreement shall be the lesser of (1) the maximum amount identified in the mutually executed Attachment A to this Agreement and amendments thereto, or (2) the amount that the employee would have received in the absence of this Agreement. In no case will reimbursement for authorized resources of any Jurisdiction (including Fire Districts and Fire Departments) exceed the maximum estimated total resource cost identified in the mutually executed Attachment A or a subsequent mutually executed written amendment thereto in the same form.
- d. The Jurisdiction shall maintain books, records, documents, receipts and other evidence which sufficiently and properly support and reflect all costs and expenditures authorized by this Agreement. These records shall be subject to inspection, review or audit during normal business hours by authorized Department personnel or its designee(s), the Office of the State Auditor, and federal officials so authorized by law. Such books, records, documents, receipts and other material relevant to this Agreement shall be retained for six (6) years after expiration.
- e. The Jurisdiction will submit a final state invoice voucher identifying this Agreement and the appropriate charge code to the Military Department within 45 days after return by the deployed authorized resource and must include documentation and receipts supporting all claimed reimbursement. The Jurisdiction agrees to immediately comply with any request by EMD for additional supporting documentation or receipts.

5. Resource Management

- a. The Jurisdiction agrees that it will only deploy employees as authorized resources under this Agreement who are fully qualified and capable of performing the duties described in the completed and mutually executed Attachment A and under the conditions described therein. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement are determined by the EMAC or PNEMA requesting participant, in its sole discretion, to not meet this requirement, those employees may in the sole discretion of the EMAC or PNEMA requesting

participant be returned to the Jurisdiction from which they deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the employee(s) will not be reimbursed under this Agreement. Such qualifications and capabilities shall include, but not be limited to, the following:

- 1) Has completed training for ICS 100, 700 and 800
- 2) Has received training customary or required for the position for which they are being deployed
- 3) Currently possesses all certifications and licenses required in the state of Washington to perform the duties for which they are being deployed
- 4) Has previous experience operating in the position for which they are being deployed
- 5) Has the ability to fully and effectively perform all duties of the position for which they are being deployed

The Jurisdiction agrees to maintain documentation of its authorized employee's qualifications and capabilities and sign a completed Verification of Credentialing form as provided in Attachment A as part of any amendment authorizing resource deployment under this Agreement.

- b. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement exhibits behavior, conduct or other condition that, in the sole discretion of the EMAC or PNEMA requesting participant, interferes with the employee's ability to perform the duties for which they are deployed, the EMAC or PNEMA requesting participant may, in its sole discretion, return the employee to the Jurisdiction from which the employee deployed at the sole cost and expense of the Jurisdiction, and such cost and expense will not be reimbursed under this Agreement.
- c. The Jurisdiction agrees that it will only deploy equipment as an authorized resource under this Agreement that is in good working order and condition when deployed. If the EMAC or PNEMA requesting participant determines in its sole discretion that any such equipment is not in good working order or condition at the time of deployment, the EMAC or PNEMA requesting participant may, at its sole discretion, return such equipment to the Jurisdiction from which it was deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the equipment will not be reimbursed under this Agreement.
- d. The Jurisdiction agrees that its employees deployed under this Agreement will be required by the Jurisdiction to conduct themselves in a professional and ethical manner throughout the period of deployment, consistent with all laws, regulations and policies applicable to the Jurisdiction and its employees.
- e. Hold Harmless. To the extent allowed by law, each party shall defend, protect and hold harmless the other party from and against any claims, suits, and/or actions arising from any negligent act or omission of that party's employees, agents and or authorized representatives while performing under this Agreement.

6. Alterations And Amendments

This Agreement and any of its Attachments may only be altered or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. All other terms and conditions of this Agreement shall remain in full force and effect and binding upon the parties.

7. Termination

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

8. All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Department:

For the Jurisdiction:

BY: _____ Date
Regan Anne Hesse
Chief Financial Officer
Washington Military Department

BY: _____ Date
Greg Wheeler
Mayor
City of Bremerton

BOILERPLATE APPROVED AS TO FORM:

Dierk Meierbachtol 9/15/2022
Assistant Attorney General

SIGNATURE AUTHORIZATION FORM


WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION City of Bremerton	DATE SUBMITTED
PROJECT DESCRIPTION Intergovernmental agreement for EMAC and PNEMA	CONTRACT NUMBER

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Greg Wheeler	Mayor

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Greg Wheeler	Mayor

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Patrick McGanney	Fire Chief
	Mike Riley	Director of Financial Services

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.



Office of Financial Management

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INSTRUCTIONS FOR COMPLETING THE VENDOR/PAYEE REGISTRATION FORM

The Registration Form should be used to perform the following:

- Register for a new Washington Statewide Vendor Number
- New legal name (ex: change of last name, change of company name)
- New taxpayer identification number

NOTES BEFORE YOU BEGIN:

- If writing instead of typing, please PRINT clearly in blue or black ink only.
- Forms will not be accepted if they have whiteout, have been crossed off, or have been written over.
- If you are a foreign entity, please submit an IRS form W-8. You can find this form at www.irs.gov. You must have a US Taxpayer Identification Number (TIN) to register with Washington State.

PART A - Contact Information:

- Mailing Address – Please indicate the address you wish to receive remittance and/or correspondence.
- Name – The person named here will be contacted to approve any future changes regarding payments and your registration
- Telephone Number – The telephone number of the authorized contact person
- Email Address – The Email address provided will be used as the primary contact method (you will be contacted via email with your Statewide Vendor Number)

PART B - Registration (W-9):

- All numbered sections except section 4 are **required**.
 - If you are a medical or legal/attorney entity and file with the IRS as a corporation or partnership, please indicate your entity type in box 4
- You **MUST** provide your Social Security Number (SSN) OR Employer Identification Number (EIN). **Do NOT provide both.**
- Please sign with a pen (a “wet signature”). **Stamped, Inserted or Electronic Signatures will NOT be accepted.**

Direct Deposit Banking:

- To set up direct deposit, complete and submit a Direct Deposit Authorization Form.

Changes and Adding Additional Locations:

- To make changes to an existing registration or to add/delete locations to an existing registration, please complete and submit a Change Form.

For questions about the form, please contact the Payee Registration Unit at (360) 407-8180 ext. 5

OR

Any other questions, please contact the agency you are expecting payment from.

Submitting the Vendor/Payee Registration (W-9):

- Please PRINT and SIGN the completed form
- SCAN to PDF format and Email to: PayeeForms@ofm.wa.gov OR
- FAX to: (360) 664-3363
OR
- MAIL to: Statewide Payee Registration, PO Box 41450, Olympia, WA 98504-1450

PLEASE
DO NOT
STAPLE



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PART A – Contact Details

Mailing Address: 345 6th st. Suite 100

City, State, Zip: Bremerton, WA 98337

Contact Name: Mike Riley Telephone: (360) 473 - 5303

Email: mike.riley@ci.bremerton.wa.us

PART B – Vendor/Payee Registration

Substitute Form W-9	Request for Taxpayer Identification Number and Certification	Rev. 2-2020
---------------------	---	-------------

1. Legal Name (as shown on your income tax return)
City of Bremerton

2. Business Name, if different from Legal Name above - e.g. Doing Business As (DBA) Name

3. Check ONLY ONE box below

<input type="checkbox"/> Corporation (Including S-Corp, LLC S-Corp and LLC-Corp)	<input type="checkbox"/> Individual/Sole Proprietor (Including LLC-Sole Proprietor)	<input type="checkbox"/> Non-Profit Organization	<input checked="" type="checkbox"/> Local Government
<input type="checkbox"/> Partnership	<input type="checkbox"/> Volunteer	<input type="checkbox"/> Tax Exempt Organization	<input type="checkbox"/> State Government
<input type="checkbox"/> Board/Committee Member	<input type="checkbox"/> Trust/Estate	<input type="checkbox"/> Federal Government (Including Tribal)	

4. For Corporation or Partnership ONLY, check one box below if applicable
 Medical Attorney/Legal

5. Legal Address (number, street, and apt. or suite no.) *This should be the address on file with the IRS.*
345 6th St Suite 100

6. City, State, and ZIP code
Bremerton, WA 98337

7. Tax Identification Number (TIN) **PLEASE CHECK ONE**
Enter your EIN OR SSN in the box to the right (do NOT enter both)

For individuals, this is your social security number (SSN)

For other entities, it is your employer identification number (EIN)

Taxpayer Identification Number								
9	1	6	0	0	1	2	3	1

8. Certification

Under penalty of perjury, I certify that

- I. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- II. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- III. I am a U.S. person, including a U.S. resident alien (defined in the W-9 instructions to be found at www.irs.gov), and
- IV. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. Please note this form does not include a FATCA exemption code field, and therefore item 4 does not apply.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGNATURE of U.S. PERSON (No electronic, stamped or inserted signatures) _____ Date _____

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

6A

SUBJECT: Waste Management 2023
Public Education and Outreach Program

Study Session Date: June 14, 2023
COUNCIL MEETING Date: July 5, 2023
Department: Public Works
Presenter: Melinda Monroe
Phone: (360) 473-5306

SUMMARY: Waste Management is required under Section 10.5 of the current franchise agreement to provide an annual public outreach campaign upon approval of the City of Bremerton. The proposed 2023 Citizen Outreach is focused on reducing contaminated recycling and yard waste composting and includes a cart tagging component scheduled for outreach in July through September 2023.

ATTACHMENTS: 1) Waste Management Outreach Programs 2023

FISCAL IMPACTS (Include Budgeted Amount: n/a

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION: Move to approve the 2023 Waste Management Public Outreach Program as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

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WM is a Proud Contributor to the Bremerton Community

Your community is our community, too! In 2022, WM contributed more than \$4,850 through memberships, sponsorships, and in-kind service to Bremerton events and organizations, including:

- Bremerton Blackberry Festival
- Beautify Bremerton
- The Armed Forces Day Parade
- KITSA Sinclair Inlet clean-up Earth Day
- KITSA Sinclair Inlet clean-up
- Bremerton Chamber of Commerce

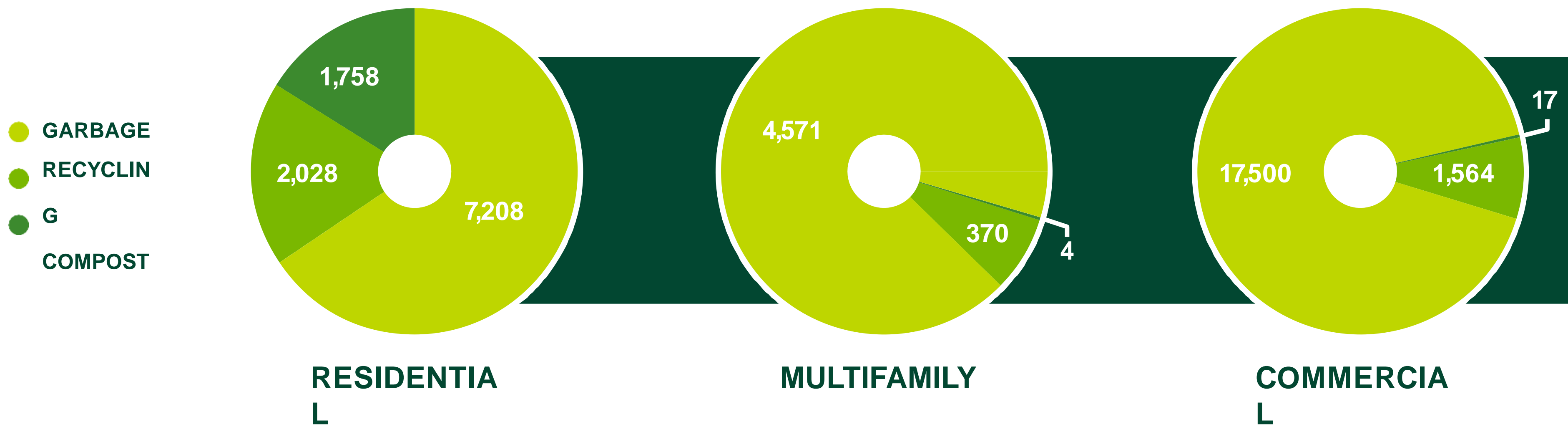


“IT is our focus on customer service and doing the right thing all the time that keeps our team engaged and our drivers working to provide safe and efficient services. It is our privilege to serve the Bremerton community and we look forward to our continued partnership!”

Brian Lloyd
 NEW District Manager
 WM BremAir Hauling Site

2022 Recycle Corps intern, Carter Wittenberg, engaging with community through an outreach event.

Bremerton Waste Stream 2022



Average Diversion Rates

The diversion rate is the percentage of total collected material that is not taken to a landfill, thus diverted for recycling, composting, reuse, and repurpose. Diverted material is typically delivered to a recycling or composting facility for processing.

COMMERCIA L 8.3%

MULTIFAMILY 7.6%

RESIDENTIA L 34.4%



Outreach in the Community

To celebrate America Recycles Day, WM outreach staff partnered with the Kitsap Regional Library in Bremerton to offer two community events: A virtual material recovery facility tour, and The Story of Recycling: in-person scavenger hunt and presentation for children. This program taught participants how to recycle and upcycle well-loved books. Through these library programs, participants were able to learn ways to improve their recycling and upcycling knowledge, what items are recyclable, and what happens to the materials after they are placed in the cart and beyond. As an upcycling activity, the library helped guests make buttons from old books no longer suitable for reading.

WM Education and Outreach Staff, Rhianna Janovich, at the Kitsap Regional Library in Bremerton hosting The Story of Recycling event.



WM Outreach and Education Staff, Phillip Tran, and Rhianna Janovich with Mayor Greg Wheeler at the Bremerton Farmer's Market.

WM Participated in the Bremerton Farmer's Market

The WM education & outreach team hosted a recycle right booth this summer at Bremerton Farmer's Market providing recycling education and tips through 1:1 conversation and fun recycling games to community shoppers. The farmers market shoppers were engaged in our recycle right sorting games and asked great questions about specific items they could and couldn't recycle. This included questions about low waste alternatives to clamshells, how to dispose of packaging such as water



WM Education and Outreach Staff, Rhianna Janovich at the Bremerton Farmer's Market with a super recycler and their dog.

bottle caps and products that have lids made of different materials, and inquiries into the process of materials recovery facilities (MRFs). Phillip and Rhianna, of the WM education and outreach team, were able to show recordings of MRFs for interested guests. Our customers left the event with a new understanding of the recycling process. Mayor Greg Wheeler stopped by our booth and shared his support for our work in the Bremerton community.



A 2022 WM Recycle Corp intern, Reilly Stilwell, secures tags to recycle carts.



2022 WM Recycle Corps interns ready to tag residential recycle carts in Bremerton.

WM Cart Tagging

WM research has demonstrated that attaching educational messaging to residential carts is an effective way to change recycling behavior. This summer, WM Recycle Corps interns placed educational tags on residents' recycling carts reminding them to keep recyclables empty, clean, and loose. The tag also educated our customers on what materials are allowed in the recycling program, such as cardboard, paper, bottles, and jugs. Collection routes for cart tagging were selected based on density and contamination information received from our recycle drivers. Cart tagging took place on July 27-28 and additional outreach days this November which resulted in **2,000 residential recycle carts tagged** with educational information.

Recycle more of these items loose in the cart!

CANS
Aluminum and Steel Cans

GLASS
Bottles and Jars

PAPER
Mixed Paper, Newspaper, Magazines, and Cardboard

PLASTICS
Bottles, Jugs and Tubs (kitchen, laundry, bath, dairy)

WM

QUESTIONS?
Contact us for a copy of the complete recycling guide.
1-800-592-9995, M-F 7AM-5PM, SAT 9AM-1PM
wmnorthwest.com
recyclew@wm.com
Información en español. Multilingual materials available.
Graphics provided by The Recycling Partnership

RECYCLE RIGHT!

Help give your recyclables a second life by keeping plastic film out!

PLEASE DO NOT PUT THESE ITEMS IN YOUR RECYCLE CART!

Place recyclables loose into the recycling cart. Keep out all plastic bags and plastic wrap!

Do Not Bag Recyclables (and no garbage)

No Plastic Bags

Clean, Empty and Loose
By recycling right you ensure your recycles get to their next best use.

CLEAN Got a recycling question? Email us at: recyclew@wm.com

EMPTY

LOOSE Keep recyclables out of bags and boxes.

WM

QUESTIONS? Contact Us!
1-800-592-9995, M-F 7AM-5PM, SAT 9AM-1PM
wmnorthwest.com
recyclew@wm.com

Front and back image of the cart tag used in Bremerton.

Bremerton

2023 Outreach Plans

In-person education session for Government Building and Local Business Groups

Focus: how to sort recycling, resource conservation, contamination prevention.
Presented by Rhianne Janovich and Recycle Corps interns.

Cart tagging project with Recycle Corps interns

Focus: encouraging residential compost collection and education about composting benefits to the environment.
Target: 2,000+ residential homes.

Farmer's Market presence in July 2023

Focus: host a WM educational booth focusing on compost and recycling benefits, contamination reduction, sorting games, and interactive prizes.

WM

COMPOSTING BENEFITS

Have you considered composting your food scraps and yard waste through WM's yard + food waste collection?

Composting your yard + food debris helps to...

- Improve soil quality
- Save water
- Reduce the need for chemicals and fertilizers
- Reduce greenhouse gas emissions

Compost is used in agriculture, forestry, gardening, and landscaping. Purchase local compost and enjoy the benefits of beautiful soil.

For more information or to purchase local compost, scan below:

- WM Bremerton
- Olympic Organics
- Kitsap County Compost

Questions? For questions, to setup yard + food waste collection, or to receive your copy of the residential waste disposal guides, contact WM at: 1-800-592-9995 M-F 7am-7pm, Sat 9am-1pm

TAPE AREA

ACCEPTABLE YARD + FOOD WASTE ITEMS



Food Scraps: Meats, dairy products, fruits and vegetables, breads, eggshells and nutshells, coffee grounds, and tea bags.



Food-Soiled Paper: Pizza boxes, paper towels and napkins, paper egg cartons, paper grocery bags with food scraps, and coffee filters.



Yard Debris and Trimmings: Grass, leaves, weeds, pine needles, plant trimmings, and branches less than 3 inches in diameter and less than 4 feet in length.

KEEP OUT OF YARD + FOOD WASTE

- NO soil or rocks
- NO plastic bags
- NO liquids, oil, or grease
- NO glass or metal
- NO pet waste
- NO produce stickers
- NO diapers or hygiene products



Questions? For questions, to setup yard + food waste collection, or to receive your copy of the residential waste disposal guides, contact WM at: 1-800-592-9995 M-F 7am-7pm, Sat 9am-1pm

WM Invests \$56M in Recycle Center Upgrades

- Cascade Recycling Center (CRC) and JMK Fibers Recycling Center (JMK) are WM's local sorting facility which separates commingled recyclables to prepare them for a second— or even a 10th— life.
- On America Recycles Day 2022, WM announced a \$56 million investment in recycling technology across Washington state to increase diversion and lower contamination through advanced technology.
- For JMK, this included a \$7 million investment, following significant upgrades in 2019 which brought additional paper screens, optical sorters, and a second plastic sorter.
- November 2022, the CRC began a major upgrade to increase diversion and lower contamination through advanced technology, such as the installation of new additional optical sorters. The upgrade will take place over several months. While CRC is closed, material collected will be processed at JMK.



WM employees sorting materials at the CRC.

Recycle Center Virtual Tours

WM offers quarterly virtual tours for our city partners and the public.

Tours are meant to show an example of a recycling center and is not specific to a particular city.

To register for the next tour July 28, visit our local website:

<https://www.wmnorthwest.com/recyclingcenters/virtualtour.htm>

See inside a WM recycling center



Register for a free virtual tour
Friday, April 28th at 12pm



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BREMERTON



**Published for
July 5, 2023
Council Meeting**

6A – Public Comments

From: [Anna Mockler](#)
To: [City Council](#)
Subject: Fw: Waste Mgmt Public Outreach
Date: Monday, July 3, 2023 1:11:28 PM

For all Councilors, just FYI, as I'll bring this up during the 5 July meeting briefing.

WM's proposed outreach could improve, to be brief and understated.

Melinda said she'd look at this and respond, but obviously hasn't had time yet, which totally makes sense given her workload.

Anna

Anna Mockler
Bremerton City Councilor, District Six
Chair, Public Works and Audit Committees

From: Anna Mockler
Sent: Wednesday, June 21, 2023 12:59 PM
To: Melinda Monroe <Melinda.Monroe@ci.bremerton.wa.us>
Subject: Waste Mgmt Public Outreach

Good evening, Melinda.

So WM's presentation has been put off until 5 July. The delay could be used to consider my evaluation of WM's proposed outreach, and my offer of suggestions for more effective outreach. I have not brought this up with any member of Council outside my comments during the 14 June meeting. If you think this has merit, please pass it on.

In the two weeks before July 5, WM could work up some more effective public outreach. They are doing a thing at City Hall, where they say there are no problems with the waste stream. They are tagging 2,000 carts, which had no significant effect when I asked last year, and this year was told that it was very effective ... in Spokane. We need Bremerton data for the most recent effort, as we had last year. And they're having a stand at the Farmers' Market among the population who least needs instruction in proper separation techniques.

More effective public outreach would be sending out postcards to all Bremerton households as DCD did to announce the Comp Plan, with postage-paid return cards with answers to printed survey questions, e.g., What do you like about WM? What could improve? And then act upon the results, or explain why it would be too expensive, despite their engorged profits, to maintain a full call center that was knowledgeable and customer-oriented. They could door-

knock Anderson Cove and ask that question, as another method. They could ride routes with drivers & see the challenges they face to delivering good service, and thank them, because they don't hear that much. They could have a parade of garbage trucks who've rehearsed raising and lowering their fore-hooks in sync to a musical score, as Mierle Laderman Ukeles did when she was resident artist at NYC Dept of Sanitation. They could do a host of actions had they the sincere will to hear from the public.

WM could act to truly improve relations between company and customers. Or they could keep doing what they're doing, which won't reach the 60%+ of Bremerton homeowners who don't recycle, or the 90%+ of commercial and multi-family who don't recycle. They could develop an effective strategy for emergencies -- e.g., figure out a way to empty the garbage cans in Anderson Cove before three weeks after the snowpocalypse -- I walked it, and it was a horror. People had tried to put out garbage in proper black bags while they waited for trucks to empty their cans. Raccoons etc. had torn open the bags and strewn the rubbish far and wide.

Thanks for reading this, your comments and critiques always welcome.

Anna Mockler
Bremerton City Councilor, District Six
Chair, Public Works and Audit Committees

INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

6B

Public Comment Only

SUBJECT: Proposed Ordinance to amend
BMC Chapter 9.32 entitled "Unauthorized
Camping"

Study Session Date: June 28, 2023
COUNCIL MEETING Date: July 5, 2023
Presenter: Kylie Finnell,
City Attorney
Mychael Raya,
Assistant City Attorney
Phone: (360) 473-2345

SUMMARY: The City Attorney's Office will discuss why it is necessary to update this portion of the code at this time as well as give examples of approaches other cities have taken. The July 5, 2023 City Council meeting will open up the discussion for public comment.

HANDOUTS: (1) City of Lakewood, WA "Occupation of Public Property" ordinance; (2) City of Longview, WA camping ordinance; (3) Summary of City of Portland, OR recent amendments to city code (4) City of Portland, OR camping ordinance and related sections; (5) Homelessness and housing toolkit for cities.

ORDINANCE NO. 783

AN ORDINANCE of the City Council of the City of Lakewood, Washington, creating Chapter 9.15 of the Lakewood Municipal Code entitled “Occupation of Public Property”.

WHEREAS, pursuant to Article XI, Section 11 of the Washington Constitution and RCW 35A.11.020, the City of Lakewood is authorized to regulate public property; and

WHEREAS, public property is intended to be used by the public for public purposes, including daily City operations, park recreational use, pedestrian, bicycle and vehicular transportation and other public uses; and

WHEREAS, there is an awareness that when the unhoused population does not have available overnight shelter, public property can be unavailable to the general public for its intended purposes; and

WHEREAS, the City of Lakewood has expanded its human services programs by dedicating 1% of its general fund to growing its partnerships with local non-profit organizations for the purpose of improving its coordination of existing services, including programs specifically related to improving the lives of the unhoused residents of the city; and

WHEREAS, in partnership with Pierce County and the City of Tacoma the City of Lakewood allocated \$1,000,000 to the Low Income Housing Institute (LIHI) Hosmer Housing LLC, to acquire and convert property to an emergency shelter for homeless households (Aspen Court, for example); and

WHEREAS, in *Martin v City of Boise*, 920 F. 3d 584 (9th Cir. 2019), the Ninth Circuit Court of Appeals held that the Eighth Amendment to the United States Constitution prohibits cities from enforcing ordinances criminalizing camping on public property when there is no available shelter; and

WHEREAS, in *Johnson v City of Grants Pass, United States Court of Appeals, Ninth Circuit, Nos. 20-35752, 20-35881 decided September 28, 2022* the Ninth Circuit Court of Appeals held that ordinances that operate to make it “nearly impossible” to sleep outside with any form of bedding or shelter, or in a vehicle, on public land violate the Cruel and Unusual Punishment clause of the constitution; and

WHEREAS, this Ordinance makes it unlawful to occupy and store personal property on public property overnight, but suspends enforcement against those experiencing homelessness if overnight shelter is not available; and

WHEREAS, the City Council finds that the regulatory requirements within this ordinance are necessary to promote public health, safety and welfare by preserving public use of public spaces for which they are intended; and

WHEREAS, illegal camping alongside Lakes, Rivers, Waterways, Creeks and Streams, including but not limited to Shoreline Environments protected under the adopted Shoreline Management Program; and Critical Areas and Resource Lands Regulations (wetlands, critical

aquifer recharge areas, fish and wildlife habitat areas), under the adopted Critical Areas Ordinance (collectively referred to hereinafter as “Protected Waters” as shown on the attached map), contributes to littering and human waste being found in and around the Protected Waters; and

WHEREAS, Protected Waters can serve as habitat for Endangered Species Act species; and

WHEREAS, critical habitat supporting endangered species is degraded by the litter and human waste that are a component of illegal camping; and

WHEREAS, the City’s critical areas preservation section of its Shoreline Master Program specifically calls out concern for “any activity which would destroy the natural vegetation; result in a significant change in critical habitat, water temperature, physical, or chemical characteristics; or alter natural contours and/or substantially alter existing patterns of tidal, sediment, or storm water flow on any land which meets the classification standards for any critical area,”; and

WHEREAS, illegal camping alongside the Protected Waters and impacting the associated watershed affects not only public health and safety generally, but also specific Tribal treaty fishing rights, and the ability of Tribes to practice the Treaty protected right to harvest and consume fish and shellfish; and

WHEREAS, prohibiting illegal camping within 200 feet of the Protected Waters will protect the integrity of the Protected Waters, and protect the Tribal members and their fishing rights as well as the local community who enjoy and recreate along these protected waters.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON, DO ORDAIN as Follows:

Section 1. A new chapter of the Lakewood Municipal Code, Chapter 9.15, entitled “Occupation of Public Property” is hereby created.

Section 2. That Section 9.15.010 entitled “Purpose” is hereby created to read as follows:

It is the purpose of this chapter to promote public health, safety, and welfare by preserving for public use public spaces.

Section 3. That Section 9.15.015 entitled “Definitions” is hereby created to read as follows:

“Available overnight shelter” means a public or private facility, with an available overnight space, open to person(s) experiencing homelessness at no charge, which must be located within a 15-mile radius with the starting point of Lakewood City Hall, and to which the city facilitates transport.

“Occupy” means to evidence an intent to remain in a place, at least overnight. Intent can be evidenced by setting up tents, shelter, or bedding, for example.

“Personal property” means an item(s) recognizable as belonging to a person, has apparent utility or value in its current condition, and is not hazardous.

“Public entity” is the state, county, any municipal corporation, or other taxing district and includes any and all divisions and subdivisions thereof, including but not limited to entities

referred to throughout state law as follows: agency, district, general purpose government, governmental entity, governmental body, instrumentality, local agency, local government, local governmental entity, local public agency, local public body, municipal corporation, municipality, political subdivision, public agency, public body, public body corporate and politic, public corporation, quasi-municipal corporation, special district, special purpose district, taxing district, and units of government; and

“Public property” means all parks, streets, rights-of-way, sidewalks and any other property in which a public entity has a property interest.

“Store” means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location regardless of the length of time; the defining characteristic is that the items are not in use and not discarded; they are on public property for future use by the owner.

“Wetland” or “wetlands” means areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas created to mitigate conversion of wetlands. Wetlands are specifically protected under the City’s Shoreline Management Program and Critical Areas Ordinance.

Section 4. That Section 9.15.020 entitled “Unlawful occupation of public property” is hereby created to read as follows:

Unless caused by city action, or otherwise authorized by city code, city contract or permit, it shall be unlawful for any person to occupy public property.

Section 5. That Section 9.15.025 entitled “Unlawful storage of personal property on public property” is hereby created to read as follows:

A. Unless caused by city action, or otherwise authorized by city code, city contract or permit, it shall be unlawful for any person to store personal property on any public property overnight.

B. Removal of Personal Property. The city may remove unlawfully stored personal property after the city provides necessary notice and an opportunity to be heard. The city shall facilitate their storage of personal property if required by law.

Section 6. That section 9.15.027 entitled “Protection against harm to Protected Waters” is hereby created to read as follows:

No person may cause harm to any Protected Waters in the city of Lakewood or the natural areas that buffer these Protected Waters. No person may do any of the following on any public property abutting Protected Waters:

1. Build or erect a structure of any type along the Protected Waters or drive a nail or other object into any tree or other natural vegetation for the purpose of building a shelter or any other structure, or for affixing an object to any tree or other natural vegetation.
2. Dig on the banks of any Protected Waters.
3. Move boulders, destroy vegetation, pave roads or paths, or otherwise reconfigure the natural landscape or other City-approved development on the banks of any Protected Waters.
4. Drive, park or bring any vehicle onto any portion of the banks of any Protected Waters that is not designated for vehicle traffic and/or parking.
5. Discharge garbage, refuse, or human or animal waste along the banks or into any Protected Waters.

Section 7. That Section 9.15.030 entitled “Enforcement” is hereby created to read as follows:

The city shall not enforce the provisions of Lakewood Municipal Code 9.15.020 or 9.15.025 against persons experiencing homelessness if there is no available overnight shelter that can be used by that particular person. If available overnight shelter is available, the shelter space must be offered to the person(s) experiencing homelessness, along with other available human services. Only if the shelter space is refused can the provisions of Lakewood Municipal Code 9.15.020 and 9.15.025 be enforced against persons experiencing homelessness.

Section 8. That Section 9.15.035 entitled “Rules” is hereby created to read as follows:

The Chief of Police is hereby authorized to adopt rules, regulations, administrative policies, and procedures for implementing the provisions of this chapter.

Section 9. That Section 9.15.040 entitled “Penalty for violations” is hereby created to read as follows:

A. Violation of any of the provisions of this chapter is a misdemeanor, and shall be punished as follows:

1. First Offense. Any person violating any of the provisions of this chapter shall, upon conviction of such violation, be punished by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment.

2. Second Offense. Any person who violates any of the provisions of this chapter, upon conviction of such violation, a second time within a five-year period shall be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment. One hundred dollars of the fine and one day of imprisonment shall not be suspended or deferred.

3. Third or Subsequent Offense. Every person who violates any of the provisions of this chapter, upon conviction of such violation, a third or more times within a five-year period shall be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment. Five hundred dollars of the fine and five days' imprisonment shall not be suspended or deferred.

4. Prior to imposing any fine for violation of this chapter, the court shall make an inquiry as to a person's ability to pay. If a person is unable to pay the monetary penalty set forth in subsection (A)(1), (2) or (3) of this section, the court is explicitly authorized to order performance of community service or work crew in lieu of a monetary penalty.

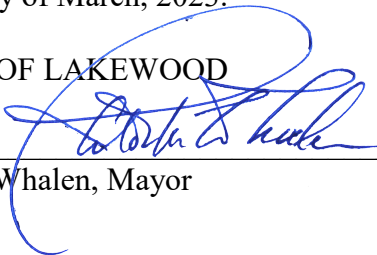
Section 10. The implementation of this ordinance shall be applied to any individuals who occupy public property illegally. The offer of assistance, including food and available shelter shall be documented.

Section 11. Severability. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 12. Effective Date. That this Ordinance shall be in full force and effect thirty (30) days after publication of the Ordinance Summary.

ADOPTED by the City Council this 20th day of March, 2023.

CITY OF LAKEWOOD




Jason Whalen, Mayor

Attest:

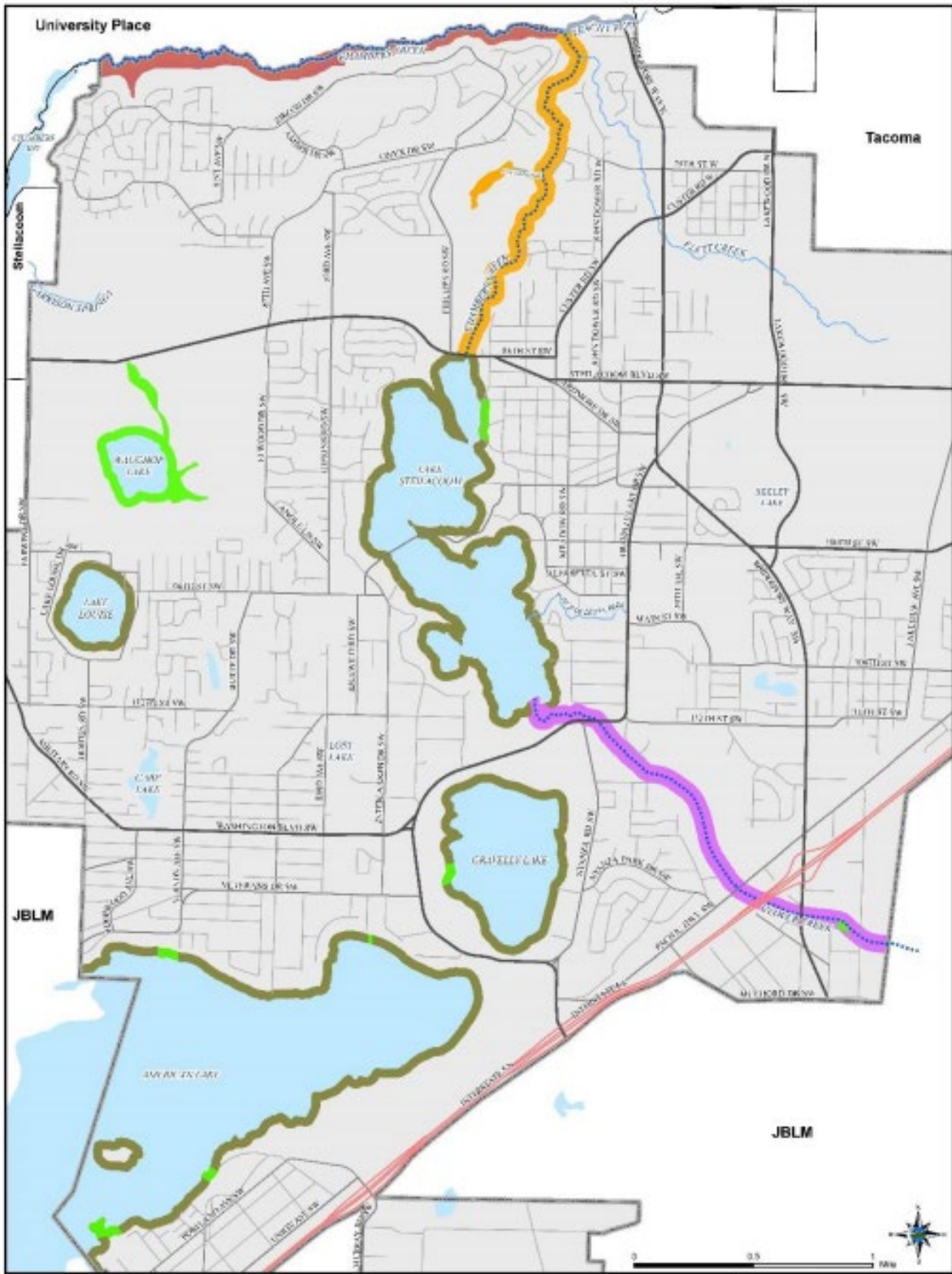


Briana Schumacher, City Clerk

Approved as to Form:



Heidi Ann Wachter, City Attorney



City of Lakewood Shoreline Master Program
Figure 1: Environment Designations

- Legend**
- Consistency Environment
 - Natural Environment
 - Shoreline Residential Environment
 - Urban Park Environment
 - Urban Stream Protection Environment
 - Streams (Designated Aquatic Environment)
 - Aquatic Environment
 - Lakewood City Boundary
 - Surrounding Jurisdictions



Shoreline jurisdiction and watershed boundaries depicted on this map are approximate. They have not been formally delineated or surveyed and are intended for planning only. Additional specific information may be needed to confirm verify information shown on this map.

This project was prepared with care by City of Lakewood Department of Planning and Urban Development GIS. City staff assumed no responsibility for any inaccuracies which may exist in this project. This is not a survey. Data was collected at different accuracy levels by various sources. Call 253-112-2899 for further information.

Map created: January 26, 2009
 Updated: April 09, 2019

Figure 1

**Title 7
HEALTH AND SANITATION**

Chapters:

7.04 Definitions

7.08 Solid Waste and Recycling Division

7.12 Solid Waste and Recycling Collection

7.16 Solid Waste and Recycling Collection Rates

[7.20 Repealed](#)

[7.24 Repealed](#)

7.28 Trailer Houses – Trailer Parks

[7.29 Camping and Storage of Personal Property in Public Places](#)

[7.30 Severe Weather Shelters](#)

7.32 Litter Control

7.34 Shopping Cart Regulation

[7.36 Recodified](#)

7.40 Parades, Athletic Events and Other Special Events

Chapter 7.29
CAMPING AND STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES

Sections:

[7.29.001 Findings.](#)

[7.29.002 Purpose.](#)

[7.29.003 Operating hours and areas not open to public.](#)

[7.29.005 Areas not open to public – Violation.](#)

[7.29.010 Unlawful camping on public property.](#)

[7.29.020 Storage of personal property in public places.](#)

[7.29.030 Erecting permanent or temporary structures on public property or public rights-of-way.](#)

[7.29.040 Definitions.](#)

[7.29.050 Penalty for violations.](#)

[7.29.060 Hosted homeless encampments.](#)

[7.29.070 Permits.](#)

7.29.001 Findings.

People camping and storing personal property on public property and on public rights-of-way, such as streets, sidewalks and alleys, are engaged in conduct which creates a public health and safety hazard due to interference with use of the rights-of-way, and the lack of proper utility and/or sanitary facilities in those places. People without sanitary facilities have urinated, defecated, and littered on public property and on the public rights-of-way. Use of public property for camping purposes or storage of personal property interferes with the city's ability to conduct routine operations such as mowing, leaf blowing, sweeping and irrigation, and with the rights of others to use the areas for which they were intended. Camping in the City Hall parking lot and in front of entrances to City Hall impairs its function as the city's emergency operations center. (Ord. 3417 § 3, 2019).

7.29.002 Purpose.

It is the purpose of this chapter to prevent harm to the health and safety of the public and to promote the public health, safety and general welfare by keeping public streets and other public property readily accessible to the public and to prevent use of public property for camping purposes or storage of personal property which interferes with the city's ability to conduct routine operations such as mowing, leaf blowing, sweeping and irrigation and with the rights of others to use the areas for which they were intended. (Ord. 3417 § 3, 2019).

7.29.003 Operating hours and areas not open to public.

In light of the need to preserve public access to City Hall, and in light of the need to protect access to the City Hall as the city's emergency operations center, City Hall grounds and parking lots are closed to the public on all legal holidays and between the hours of 10:00 p.m. and 6:00 a.m. Monday through Thursday and between the hours of 10:00 p.m. Thursday through 6:00 a.m. Monday. This closure shall not apply to city employees or emergency responders on the property for official business purposes. (Ord. 3417 § 3, 2019).

7.29.005 Areas not open to public – Violation.

In addition to a violation of other applicable law, it is also a violation of this chapter to enter or remain on any property under the jurisdiction of the city when the area is not open to the public. (Ord. 3417 § 3, 2019).

7.29.010 Unlawful camping on public property.

(1) During the hours of 6:30 a.m. to 9:30 p.m., it is a violation of this chapter for any person to camp or to store personal property, including camp facilities (other than vehicles) and camp paraphernalia, in the following areas except as otherwise provided by ordinance or as provided in LMC [7.29.070](#):

(a) Any park;

(b) Any publicly owned or maintained land, parking lot, or other publicly owned or maintained area, whether improved or unimproved; provided, however, that streets shall be regulated as provided in subsection (3) of this section.

(2) During the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to camp, store personal property, occupy camp facilities for purposes of habitation, or use camp paraphernalia in any city street, except as otherwise provided by ordinance or as provided in LMC [7.29.070](#).

(3) During the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to occupy a vehicle for the purpose of camping while that vehicle is parked in the following areas, except as otherwise provided by ordinance or as provided in LMC [7.29.070](#):

(a) Any park; or

(b) Any street; or

(c) Any publicly owned or maintained parcel, parking lot or other publicly owned or maintained area, whether improved or unimproved. (Ord. 3417 § 3, 2019; Ord. 3146 § 1, 2010).

7.29.020 Storage of personal property in public places.

It shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in the following areas, except as otherwise provided by the Longview Municipal Code or as permitted pursuant to

LMC [7.29.070](#):

- (1) Any park;
- (2) Any street;
- (3) Any sidewalk; or
- (4) Any publicly owned parking lot or publicly owned area, improved or unimproved. (Ord. 3417 § 3, 2019; Ord. 3146 § 1, 2010).

7.29.030 Erecting permanent or temporary structures on public property or public rights-of-way.

- (1) It shall be unlawful to erect, install, place, leave, or set up any type of permanent or temporary fixture or structure of any material(s) in or upon public property or right-of-way without a permit or other authorization from the city.
- (2) In addition to other remedies provided by law, such an obstruction is hereby declared to be a public nuisance. The director of public works, director of community development, chief of police, or his/her designee may summarily abate any such obstruction, or the obstruction may be abated as prescribed in Chapter 1.33 LMC.
- (3) The provisions of this section do not apply to those items specifically provided for in other sections of this chapter.
- (4) The provisions of this section do not apply to depositing material in a public right-of-way for less than three hours, unless the material is deposited with the intent to interfere with free passage or it blocks or attempts to block or interfere with any person(s) using the right-of-way.
- (5) The director of public works can promulgate policies to carry out this section. (Ord. 3417 § 3, 2019; Ord. 3146 § 1, 2010).

7.29.040 Definitions.

The following definitions are applicable in this chapter unless the context otherwise requires:

- (1) "Camp" means any place that has been used or occupied as a temporary place to live, for any length of time, as evidenced by a camp facility being pitched, erected or otherwise constructed, used, or occupied for the purposes of human habitation, and/or by the use of camp paraphernalia, litter, trash, waste, and garbage, as well as any other factors that support the location being used as a camp. This definition is not intended to apply to individuals using a day use recreational area for the limited time such day use recreational area is open to the public.
- (2) "Camp facilities" include, but are not limited to, tents, tarps, huts, cardboard boxes, temporary shelters, or

vehicles, including, but not limited to, recreational vehicles, if said vehicle is being used as temporary living quarters.

(3) "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, bedding, sleeping bags, blankets, mattresses, mats, hammocks or non-city-designated cooking facilities or fire and/or similar equipment.

(4) "Garbage" means that as defined in Chapter 16.30 LMC.

(5) "Homeless encampment" means an unpermitted camp of homeless people that has existed for more than seven consecutive days.

(6) "Host agency" means the owner of the property, being a religious institution or other organization, that joins a sponsoring agency in an application for a temporary use permit for providing basic services and support to hosted homeless encampment residents, such as hot meals, coordination of other needed donations and services, etc.

(7) "Hosted homeless encampment" means an emergency homeless encampment, hosted by a church or other organization, which provides temporary housing to homeless persons.

(8) "Litter" means that as defined in Chapter 16.30 LMC.

(9) "Owner" means a person that has legal title of ownership of the real property or RV and, for all other purposes, the possession of an item.

(10) "Park" means and includes all public parks, public squares, golf courses, bathing beaches, and play and recreation grounds within the city limits, regardless of ownership, and includes all city ball fields and all city leased or rented schools or private property when the same is being used for public recreation.

(11) "Recreational vehicle" or "RV" means a vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. These units include travel trailers, fifth-wheel trailers, folding camping trailers, truck campers, motor homes, watercraft, and any combinations or variations thereof.

(12) "Sidewalk" means a concrete walk for pedestrian use outside the building lot line of any property owner and constructed for use by the general public.

(13) "Sponsoring agency" means an organization that joins in an application with a host agency for a temporary use permit and assumes responsibility for providing basic services and support to residents of a hosted homeless encampment, such as hot meals, coordination of other needed donations and services, etc.

(14) "Store" means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave

in a location.

(15) “Street” means any publicly owned improved thoroughfare or right-of-way dedicated, condemned or otherwise acquired by the public for use as such, which affords the primary means of access to abutting properties.

(16) “Tent” means a shelter of canvas or strong cloth, tarp, nylon, plastic or other synthetic material, stretched over and supported by wood or other framework, or by any manner of rope or line; this includes commercial or noncommercial tents.

(17) “Trash” means that as defined in Chapter 16.30 LMC.

(18) “Waste” means that as defined in Chapter 16.30 LMC.

(19) “Watercraft” means any boat, vessel, or other craft used for navigation on or through water. (Does not include kayaks or canoes.) (Ord. 3417 § 3, 2019; Ord. 3146 § 1, 2010).

7.29.050 Penalty for violations.

Violation of any of the provisions of this chapter is a misdemeanor. Any person violating any of the provisions of this chapter shall, upon conviction of such violation, be punished by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment. (Ord. 3417 § 3, 2019; Ord. 3146 § 1, 2010).

7.29.060 Hosted homeless encampments.

The director of community development, or his/her designee, may issue a temporary and revocable permit for a hosted homeless encampment subject to the following criteria and requirements:

(1) Procedural Approval.

(a) The sponsoring agency shall notify the city of the proposed hosted homeless encampment a minimum of 30 days in advance of the proposed date of establishment for the hosted homeless encampment and at least 14 days before submittal of the temporary use permit. The advance notification shall contain the following information:

(i) The date the hosted homeless encampment will encamp;

(ii) The length of the hosted homeless encampment;

(iii) The maximum number of residents proposed; and

(iv) The hosted location.

(b) The sponsoring agency shall conduct at least one public informational meeting within, or close to, the neighborhood where the proposed hosted homeless encampment will be located, a minimum of two weeks prior to the submittal of the temporary use permit application. The time and location of the meeting shall be agreed upon between the city and sponsoring agency. All property owners within 1,000 feet of the proposed homeless encampment shall be notified at least 14 days in advance of the meeting by the sponsoring agency. Proof of mailing shall be provided to the director of community development.

(2) Site Criteria.

(a) If the sponsoring agency is not the host agency of the site, the sponsoring agency shall submit a written agreement from the host agency allowing the hosted homeless encampment.

(b) The property must be sufficient in size to accommodate tents and necessary on-site facilities, including, but not limited to, the following:

(i) Sanitary portable toilets in the number required to meet capacity guidelines;

(ii) Hand-washing stations by the toilets and by the food areas;

(iii) Refuse receptacles;

(iv) Food tent and security tent.

(c) The host and sponsoring agencies shall provide an adequate water source to the hosted homeless encampment, as approved by the provider as appropriate, or other water service.

(d) No homeless encampment shall be located within a critical area or its buffer as defined under Chapter 17.10 LMC.

(e) No permanent structures will be constructed for the hosted homeless encampment.

(f) No more than 50 residents shall be allowed. The city may further limit the number of residents as site conditions dictate.

(g) Adequate on-site parking shall be provided for the hosted homeless encampment. No off-site parking will be allowed. If the hosted homeless encampment is located on site with another use, it shall be demonstrated that the hosted homeless encampment parking will not create a shortage of code-required on-site parking for the other uses on the property.

(h) The hosted homeless encampment shall be within one-quarter mile of a bus stop with six-days-per-week service, whenever possible. If not located within one-quarter mile of a bus stop, the sponsoring

agency must demonstrate the ability for residents to obtain access to the nearest public transportation stop (such as carpools or shuttle buses).

(i) The hosted homeless encampment shall be adequately buffered and screened from adjacent right-of-way and residential properties. Screening shall be a minimum height of six feet and may include, but is not limited to, a combination of fencing, landscaping, or the placement of the homeless encampment behind buildings. The type of screening shall be approved by the city.

(j) All sanitary portable toilets shall be screened from adjacent properties and rights-of-way. The type of screening shall be approved by the city and may include, but is not limited to, a combination of fencing and/or landscaping.

(k) The sponsoring agency shall be responsible for the cleanup of the hosted homeless encampment site within seven calendar days of the encampment's termination.

(3) Security.

(a) An operations and security plan for the homeless encampment shall be submitted and approved by the city.

(b) The host agency shall provide to all residents of the hosted homeless encampment a code of conduct for living at the hosted homeless encampment. A copy of the code of conduct shall be submitted to the city at the time of application.

(c) All hosted homeless encampment residents must sign an agreement to abide by the code of conduct and failure to do so shall result in the noncompliant resident's immediate and permanent expulsion from the property.

(d) The sponsoring agency shall keep a log of all people who stay overnight in the encampment, including names and birth dates, and dates of stay.

(e) The sponsoring agency shall take all reasonable and legal steps to obtain verifiable identification, such as a driver's license, government-issued identification card, military identification or passport from prospective and existing encampment residents.

(f) The sponsoring agency will use identification to obtain sex offender and warrant checks from the Longview police department or Cowlitz County sheriff's office.

(i) If said warrant and sex offender checks reveal either: (A) an existing or outstanding warrant from any jurisdiction in the United States for the arrest of the individual who is the subject of the check; or (B) the subject of the check is a sex offender, required to register with the county sheriff or their

county of residence pursuant to RCW 9A.44.130, then the sponsoring agency will reject the subject of the check for residency to the hosted homeless encampment or eject the subject of the check if that person is already a hosted homeless encampment resident.

(ii) The sponsoring agency shall immediately contact the Longview police department if the reason for rejection or ejection of an individual from the homeless encampment is an active warrant, is due to the individual being a sex offender required to register and/or if, in the opinion of the on-duty executive committee member or the on-duty security staff, the rejected/ejected person is a potential threat to the community.

(g) The sponsoring agency shall self-police and self-manage its residents and prohibit alcohol, drugs, weapons, fighting, and abuse of any kind, littering or disturbing neighbors while located on the property.

(h) The sponsoring agency will appoint an executive committee member to serve on duty at all times to serve as a point of contact for city of Longview police and will orient the police as to how the security operates. The names of the on-duty executive committee members will be posted daily in the security tent. The city shall provide contact numbers of nonemergency personnel, which shall be posted at the security tent.

(4) Timing.

(a) The maximum continuous duration of a homeless encampment shall be 90 days.

(b) No more than one homeless encampment may be located in the city at any time at a single location, within a calendar year.

(5) Health and Safety.

(a) The homeless encampment shall conform to the following fire requirements:

(i) Material used as roof covering and walls shall be in accordance with the fire code.

(ii) There shall be no open fires for cooking or heating.

(iii) No heating appliances within the individual tents are allowed unless the appliance is designed and listed for that purpose.

(iv) No cooking appliances other than microwave appliances are allowed.

(v) An adequate number and appropriate rating of fire extinguishers shall be provided as approved by the fire department.

(vi) Adequate access for fire and emergency medical apparatus shall be provided. This shall be determined by the fire department.

(vii) Adequate separation between tents and other structures shall be maintained as determined by the fire department.

(viii) Electrical service shall be in accordance with recognized and accepted practice; electrical cords are not to be strung together and any cords used must be approved for exterior use.

(b) The sponsoring and host agencies shall permit inspections by Longview city staff and the Cowlitz County health department at reasonable times without prior notice for compliance with the conditions of this permit.

(6) Termination. If the sponsoring agency fails to take action against a resident who violates the terms and conditions of this permit, it may result in immediate termination of the permit. If the city learns of uncontrolled violence or acts of undisciplined violence by residents of the encampment and the sponsoring agency has not adequately addressed the situation, the temporary use permit may be immediately terminated. (Ord. 3417 § 3, 2019; Ord. 3150 § 1, 2010; Ord. 3146 § 1, 2010).

7.29.070 Permits.

(1) The director of public works, or his/her designee, is authorized to permit persons to store personal property in or on streets, sidewalks or any publicly owned parking lot or publicly owned area, improved or unimproved, in the city of Longview. If the request for a permit is related to a parade, athletic event and/or other special event as defined in LMC 7.40.010, then the process to follow for the requested permit shall be as set forth in Chapter 7.40 LMC and not as set forth in this section.

(2) The director of public works is authorized to promulgate rules and regulations, not contrary to any criteria or requirements set forth herein, regarding the implementation of the permit process of this section. (Ord. 3417 § 3, 2019; Ord. 3146 § 1, 2010).

Chapter 7.30 SEVERE WEATHER SHELTERS

Sections:

[7.30.010 Definitions.](#)

[7.30.020 Determination of a severe weather event.](#)

[7.30.030 Permitting of severe weather shelters.](#)

7.30.010 Definitions.

For the purposes of this chapter, certain terms are defined in this section.

- (1) "Manager" means the city of Longview city manager or designee.
- (2) "Severe weather" means the following:
 - (a) A period of two or more days where temperatures are forecasted by the National Weather Service (National Oceanic and Atmospheric Administration) or actually reach 35 degrees Fahrenheit or below; and/or
 - (b) Snow accumulation exceeding or expected to exceed three inches in depth; and/or
 - (c) Other conditions deemed severe enough to present a substantial threat to life or health.
- (3) "Severe weather shelter" means a building(s) owned and/or operated by a religious establishment, fraternal organization, public agency or other entity that meets basic building safety standards for temporarily housing homeless persons as determined by the city's building official and the city's fire marshal. Temporarily providing shelter is an accessory use to the primary use of the building (e.g., allowing persons to shelter from the cold in a space primarily used for religious services). (Ord. 3419 § 1, 2019; Ord. 3337 § 2, 2017).

7.30.020 Determination of a severe weather event.

The manager or designee is responsible for determining a severe weather event as defined in LMC [7.30.010](#). The manager or designee shall consult with the Cowlitz County department of emergency management when making a determination under LMC [7.30.010](#)(2)(a). The manager or designee is also responsible for determining when a severe weather event has concluded.

The manager or designee shall immediately notify the city council, city police department, fire department and Cowlitz County department of emergency management upon making a determination of a severe weather event. A list of known severe weather shelters shall be provided with the notification. (Ord. 3337 § 2, 2017).

7.30.030 Permitting of severe weather shelters.

The manager or designee is authorized to issue a temporary use permit as provided for in the International Building Code Section 108 for severe weather shelters. The limit as to time of service for operating a severe weather shelter shall not extend more than two days beyond the cessation of the severe weather conditions.

A temporary use permit is required before operating a severe weather shelter. There is no fee for the temporary use permit. A notice of the temporary use permit issuance shall be given to the emergency service providers such as Cowlitz County department of emergency management, police and fire departments, and other fire and emergency response agencies and to social service organizations serving the homeless. Such temporary use permit may be valid up to 365 days.

The provisions of this chapter shall not apply to religious organizations to the extent they are exempted by the provisions of RCW 35A.21.360. (Ord. 3337 § 2, 2017).



[Home](#) / [Mayor Ted Wheeler](#) / [News](#)

City Council Passes Ordinance Updating City Code, Specifies that Camping on Public Property is Barred from 8am-8pm

News Article

The amended city code prohibits unsanctioned camping along public rights of way as an 'objectively reasonable' standard as allowed under *Martin v. Boise* and HB 3115.

Published: June 7, 2023 5:41 pm

Today, Portland City Council passed [amendments to update existing public camping restriction policies](#). This ordinance puts the City of Portland in compliance with House Bill 3115 which was adopted by the Oregon Legislative Assembly in 2021. The [updated code](#) aims to provide reasonable time, place, and manner camping restrictions for those experiencing homelessness. Enforcement of the amended city code has also been updated and will be implemented through a phased-in approach beginning in late-July at the earliest.

"I want to thank my colleagues on the Portland City Council for passing these reasonable restrictions which are now codified in City Code," said Mayor Wheeler. "The next few months will be focused on education and outreach – with an emphasis on ensuring the homelessness navigation outreach teams have clear and thorough information on this new ordinance. These reasonable restrictions, coupled with our work on increasing shelter availability along with access to services, are a step in the right direction toward a revitalized Portland."

Time restrictions that prohibit day camping: The ordinance amends code to allow an involuntarily homeless person to camp in non-restricted areas between the hours of 8 pm and 8 am. After 8 am, the person must dismantle the campsite until 8 pm.

Place restrictions: The code changes specify several places where camping is always prohibited. Restrictions include, but are not limited to, the pedestrian use zone, 250 feet from a school or childcare center, in the public right-of-way along the High Crash Corridor, and City Parks.

Manner restrictions: Prohibitions include use of gas heaters in or around a campsite, obstructing access to a private property or business adjacent to the public right-of-way, alterations to the ground or infrastructure,

environmental damage, and the accumulation or leaving behind garbage, debris, unsanitary hazardous materials, sewage, or drug paraphernalia.

Enforcement: The ordinance will be phased in using written warnings before someone is subject to criminal enforcement. If a person has been offered alternative access to shelter or housing, and they decline to use those alternatives, then they are prohibited from camping anywhere in the City because they have an alternative place to go. If a person does not have alternative access to shelter or housing because it is not available, then the person may camp if they follow the time, place, manner regulations implemented by the City. Those who do not adhere to the restrictions will receive two initial warnings (and education of the updated rules). The third violation will be subject to criminal enforcement with fines or jail time, though the DA's office will be focused on seeking alternative sentences, which the City fully supports. Enforcement of this ordinance is intended to be a tool to connect people with appropriate resources, while also addressing behavior that is damaging to our community.

###

Exhibit A

3.18.020 Rules of Conduct at City Property.

A. [no changes]

B.1.-16. [no changes]

B.17. No person shall use City Property for housing or camping except

a. where the City Property is explicitly designated by the City for use for housing, camping or alternative sheltering purposes, or

b. as permitted by the property manager for the City Property, and provided such the use exception conforms with land use, zoning, building and other property regulations, or is allowed by other Code authority.

B.18-19. [no changes]

C. [no changes]

14A.50.020 Camping Prohibited on Public Property and Public Rights-of-Way.

A. As used in this Section:

1. "To camp" means to set up, or to remain in or at a campsite, ~~for the purpose of establishing or maintaining a temporary place to live.~~
2. "Campsite" means any place where any tent, lean-to, shack, or other structure, any vehicle or part thereof, or any bedding, sleeping bag, or other sleeping matter, or any stove or fire is placed, established, or maintained for the purpose of establishing or maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof.
3. "Involuntarily homeless" means having no means to acquire one's own shelter and not otherwise having access to shelter or other alternative options for housing.

B. It is unlawful for any person to camp in or upon any public property or public right-of-way, unless otherwise specifically authorized by this Code or by declaration by the Mayor in emergency circumstances.

C. Subsection 14A.50.020 B. does not apply to a person who is involuntarily homeless provided that such person complies with the following restrictions on the time, place, and manner with respect to their campsite.

1. Time regulations. An involuntarily homeless person may camp between the hours of 8 p.m. and 8 a.m. After 8 a.m., an involuntarily homeless person must dismantle the campsite and remove all personal property from the campsite until 8 p.m.
2. Place regulations. An involuntarily homeless person may not camp in the following places at any time:

- a. On a Pedestrian Plaza regulated under Chapter 17.43 of Portland Code.
- b. Upon public docks regulated under Portland City Code Section 19.16.290.
- c. In the pedestrian use zone, which is the area of the sidewalk corridor on City sidewalks intended for pedestrian travel or access to public transit, as defined in Subsection 14A.50.030 A.3.
- d. In a Park regulated under Chapter 20.12 of Portland Code.
- e. Within 250 feet from a preschool, kindergarten, elementary or secondary school, or a childcare center licensed, certified or authorized under ORS 329A.250 through 329A.460, ORS 418.205 to 418.970; OAR 419-410-0010 to OAR 419-490-0170.
- f. Within 250 feet from a safe parking site, safe rest village, or sanctioned camping location designated by the Mayor.
- g. Within 250 feet of lot or parcel containing a construction site governed by a building permit reviewed by the Major Projects Group of the Bureau of Development Services.
- h. In the public right-of-way along “High Crash Network Streets and Intersections” identified by the Portland Bureau of Transportation.
- i. Within 250 feet of an Environmental overlay zone, River Natural overlay zone, River Environmental overlay zone, Pleasant Valley Natural Resource overlay zone, or a special flood hazard area.
- j. Areas posted no-trespassing by City bureaus.

3. Manner regulations. An involuntarily homeless person camping in the public right-of-way or on public property may not:

- a. Obstruct access to private property or businesses adjacent to the public right-of-way.
- b. Start or maintain any fire for the purposes of burning any combustible material in or around the campsite.
- c. Use a gas heater in or around a campsite.
- d. Erect, install, place, leave, or set up any type of permanent or temporary fixture or structure of any material(s) in or upon public property or public right-of-way. Items such as tents and similar items used for shelter that are readily portable are not structures for purposes of this section.

- e. Dig, excavate, terrace soil, alter the ground or infrastructure, cause environmental damage, or damage vegetations or trees in or around a campsite.
- f. Place or store personal belongings, or other objects, in a total area encompassing more than ten square feet outside the tent or readily portable shelter.
- g. Accumulate, discard, or leave behind garbage, debris, unsanitary or hazardous materials, sewage, drug paraphernalia, improperly disposed of syringes, or other evidence of conspicuous drug use in the public rights-of-way, on City property, or on any adjacent public or private property.
- h. Assemble, disassemble, sell, offer to sell, distribute, offer to distribute, or store three or more bicycles or two or more automobiles, a bicycle frame with the gear cables or brake cables cut or an automobile with the battery or one or more tires removed, two or more bicycles or automobiles with missing parts, or five or more bicycle or automobile parts.

~~The violation of this Section is punishable, upon conviction, by a fine of not more than \$100 or by imprisonment for a period not to exceed 30 days or both.~~

D. Any camp, camp materials, or personal property in violation of any of the standards in this Chapter may be removed or cleaned up by the City or its designated contractors.

14A.50.025 Enforcement.

A. For a first or second violation of Section 14A.50.020, a violator will be given a written warning identifying the provisions of Section 14A.50.020 that were violated.

B. A third or subsequent violation of Section 14A.50.020, after either two prior written warnings, or a prior conviction under this Subsection, within the previous year, is punishable by a fine of not more than \$100 or by imprisonment for a period not to exceed 30 days, or both.

C. The two written warnings and associated violation under this Section must each occur no less than 24 hours apart.

14A.50.050 Erecting Permanent or Temporary Structures on Public Property or Public Rights-of-Way.

A. It shall be unlawful to erect, install, place, leave, or set up any type of permanent or temporary fixture or structure of any material(s) in or upon non-park public property or public right-of-way without a permit or other authorization from the City.

B. In addition to other remedies provided by law, such an obstruction is hereby declared to be a public nuisance. The City Engineer, City Traffic Engineer, or Chief of Police may

summarily abate any such obstruction, or the obstruction may be abated as prescribed in Chapter 29.60 of this Code.

C. The provisions of this Section do not apply to merchandise in the course of lawful receipt or delivery, unless that merchandise remains upon the public right-of-way for a period longer than 2 hours, whereupon the provisions of this Section apply.

D. The provisions of this Section do not apply to depositing material in public right-of-way for less than 2 hours, unless the material is deposited with the intent to interfere with free passage or to block or attempt to block or interfere with any persons(s) using the right-of-way.

E. The provisions of this Section do not apply to depositing material necessary to sleeping, or keeping warm, or dry as defined by ORS 195.530, by involuntarily homeless persons consistent with Section 14A.50.020.

17.43.120 Use of Certain Devices or Equipment.

A. No person shall ride or operate a skateboard on any ~~brickwork, cobblestone or ornamental surface~~, table, chair, bench, fountain area, planter, or sculpture located in a pedestrian plaza.

B. – C. [unchanged]

20.12.010 Purpose of Establishing Prohibited Conduct.

The purposes of this Chapter ~~is to~~ include but are not limited to: preserve the Parks for the enjoyment, safety, comfort and convenience of the public; ~~and to~~ enhance the orderly administration and management of the Parks in accordance with the Bureau's management, operation and stewardship plans and policies; preserve, protect and prevent damages to cultural and natural resources and constructed physical improvements; and maintain a healthy natural ecosystem and support native wildlife. ~~by prohibiting~~ This Chapter prohibits conduct that unreasonably interferes with the administration and lawful uses of the Parks, by limiting or restricting uses on reasonable time, place and manner as identified within this Chapter. ~~The purpose of~~ This Chapter is not to punish any person for prior conduct, but, rather, to provide civil and non-punitive regulations the Council finds necessary to prevent nuisances and to protect the health, welfare and safety of the public using the City's Parks. Any violation of the provisions of this Chapter is punishable in accordance with Section 1.01.140 of this Code.

20.12.030 Unlawful Urination or Defecation.

~~No person shall urinate or defecate in any park except in a convenience station designed for that purpose; or blow, spread, or place any nasal or other bodily discharge; or spit, urinate, or defecate on the floors, walls, partitions, furniture, fittings, or on any portion of any public convenience station or in any place in such station, excepting directly into the particular fixture provided for that purpose; or place any bottle, can, cloth, rag, or metal, wood, or stone substance in any of the plumbing fixtures in any such station. No person shall urinate or defecate in any Park except in a fixture within a public restroom or a facility specifically designed for toileting purpose. No person shall leave any bodily discharge in a Park, except in waste receptacles designed for that disposal purpose.~~

~~20.12.070 Unlawful Use of Trees, Monuments, Vases, Fountains, Railings, Fences or Tables.~~

~~It is unlawful for any person to climb any tree, or walk, stand, or sit upon the monuments, vases, railings, or fences, or lie on any picnic table in any Park. No person shall climb, walk, stand or sit upon, or enter, wade or dive into or swim in any fountain in any Park, except for fountains where such use is designated by the Director.~~

20.12.100 Vandalism; Protection of Park Property and Vegetation.

~~A. No person shall take, remove, destroy, break, cut, injure, mutilate, or deface in any way or attach any thing to, any structure, monument, statue, vase, fountain, wall, fence, railing, gate, vehicle, bench, or other property in any Park. No person shall remove, destroy, break, injure, mutilate, or deface in any way in any Park any shrub, fern, plant, flower, or other vegetation. No person shall plant, prune, remove, destroy, break, injure, mutilate, or deface in any way in any Park any tree without a permit from the City Forester under the provisions of Title 11. This provision shall not prohibit authorized work done for, by or on behalf of the City~~

~~B. No person shall, without prior authorization, take, use, or have in his or her possession any equipment belonging to the City and designated for park or recreation use, outside of the limits of the established Park or Parks facility.~~

Except as otherwise authorized by the Director or by a Park permit,

A. No person shall alter or cause damage to any facility, building, improvement, fixture, or amenities in a Park.

B. No person shall:

1. Climb, scale, walk, stand, swing, or sit upon any monument, fountain, railing, fence, tabletop, pole or any other feature or amenity that is not designed for such purposes;

2. Install, tether, tie or attach any objects to poles, fences or other fixtures in Parks.

C. No person shall:

1. Climb, scale, swing upon any tree or shrub;
2. Install, tether, tie or attach any objects to any tree or shrub, including but not limited to swings, ropes, climbing anchors or harnesses;
3. Remove, cut, carve, prune, injure, or destroy any tree, shrub, plant, flower, or other vegetation.

D. No person shall plant, seed, dump, or purposefully introduce any plants or plant matter in a Park.

E. No person shall fish, swim, dive, bathe or wade in any fountain, pool, beach or water feature, except at times and places specifically designated by the Director.

20.12.150 Fishing and Bathing.

~~No person shall fish, wade, swim, or bathe in any Park except in the places designated by the Director for such purposes.~~

20.12.230 Pioneer Courthouse Square.

A. In addition to the other provisions of this Chapter, the provisions of this Section apply in Pioneer Courthouse Square. "Pioneer Courthouse Square" means the city block bounded on the north by the south curb of Southwest Morrison Street, on the south by the north curb of Southwest Yamhill Street, on the east by the west curb of Southwest Sixth Avenue, and on the west by the east curb of SW Broadway. It specifically includes the entire area of that block and all improvements thereon, including all pedestrian walkways and transportation shelters and facilities.

~~B. No person shall climb, stand, sit or lie upon any of the water troughs, trellises, garbage containers, or planters, nor climb, stand or lie upon any bench within Pioneer Courthouse Square~~

~~C. No person shall operate any radio or other amplified sound producing device, so as to be audible to another, within Pioneer Courthouse Square, except by permit.~~

~~D. No person shall throw any ball, disc or other object, use roller skates or skateboards, ride any bicycle or other wheeled device other than a medical mobility device or a child stroller or baby carriage, or roll any shopping cart within Pioneer Courthouse Square.~~

~~B. E.~~ No person shall violate any ordinance, rule or regulation duly promulgated by TriMet governing the use of its shelters or other facilities located within Pioneer Courthouse Square.

C. F. The following areas of Pioneer Courthouse Square are designated exclusively for transit use:

1. The walkway areas under the overhead canopies adjacent to SW Yamhill Street, between the southernmost drip line of any overhead canopy and the south side of the base of the decorative wall; and
2. The area within the drip lines of the structures commonly known as the mushroom sculptures adjacent to SW Morrison Street.

No person shall remain in those areas except for the purpose of entering into, exiting from or waiting for a light rail train or trolley.

~~G. No person shall smoke in any part of Pioneer Courthouse Square.~~

~~H. No person shall possess any type of fireworks, whether or not such fireworks are otherwise allowed by law, in Pioneer Courthouse Square, except by permit.~~

D. I. ~~No person shall possess any place graffiti instrument in Pioneer Courthouse Square, with the intent that the instrument be used to tamper with, mar or deface property therein, or knowing that another person intends to so use it, or when a reasonable person would know that the instrument is likely to be so used. For purposes of this Subsection, "graffiti" means the unauthorized spraying or marking of paint, chalk, dye or any other substance to any building, structure or surface. For purposes of this Subsection, "graffiti instrument" means any can of paint or other marking substance under pressure, which can be used to spray surfaces with the paint or other marking substance, or any ink, chalk, dye or other instrument or article adapted or designed for spraying or marking surfaces.~~

Homelessness & housing toolkit for cities

Tools and resources to address homelessness and affordable housing from real cases in cities across Washington.

2022



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City resources for addressing homelessness & affordable housing

The two intervening years since this publication's last update have seen significant changes. The pandemic has changed virtually every aspect of our lives – and housing and homelessness are no exception. In fact, having a secure place to call home became more fundamental than ever when social distancing was required to protect public health. Housing no longer serves only the basic role of shelter. Housing has become a quarantine space, an office, a school, and a day care center.

Prior to the pandemic, the state's housing and homelessness response system was already inadequate. The economic impacts of COVID-19 have only exacerbated Washington's tenuous housing situation. Cities of every size are grappling with increasing homelessness, lack of housing for low-income and very low-income households, and inadequate mental health and addiction treatment systems.

After many years of improvement, in 2013 homelessness in Washington started increasing and is now at its highest ever number, despite significant investment and efforts to reduce it over the last decade.

Almost every community in the state faces rapidly increasing housing costs that are pricing working families out of cities and exacerbating homelessness.

When markets in larger urban communities are red hot, there is powerful pressure to renovate and raise rents for existing affordable units. Less urbanized areas of the state face very low vacancy rates and soft development economies, where new construction is not occurring at the pace needed to meet demand and accommodate growth.

Our inadequate mental health care and chemical dependency treatment systems compound the housing and homelessness problem. Washington ranks 23rd in the nation in the number of available in-patient and residential mental health beds, with about 32 people in-need of mental health services per available bed. Additionally, our emergency rooms are overwhelmed by the number of people who need help, especially with addiction and mental health issues.

Solving these problems fall to a varied group of federal and state agencies, local governments, and nonprofit partners. The cost of homelessness to taxpayers is significant: increased police calls for service, emergency room visits, and

locally funded homeless services strain local budgets. Cities struggle with limited resources—and state or federal funding for homelessness and housing does not often flow directly to cities.

There is no single solution to these problems and cities need access to a variety of strategies to address the related crises of lack of affordable housing and homelessness. This toolkit serves as a resource for elected officials and city staff who seek options and ideas on how to respond.

Cities are on the front lines of the challenges around housing and homelessness, but as the programs in this toolkit demonstrate, cities cannot solve them alone. Reducing homelessness and increasing affordable housing require a sustained, innovative approach and a willingness to partner with county, state, and federal agencies, as well as local faith communities, nonprofits, the private sector, and housed residents. None of these programs are one-size-fits-all solutions; but the following pages offer ideas and inspiration so cities can continue rising to meet the challenge of the day.

What is “affordable housing”?

Affordable housing is commonly mistaken for low-income housing. Instead, housing is considered affordable when its cost (including utilities) is not more than 30% of the household income. In contrast, low-income housing deems rents as affordable based on defined income levels that are lower than the area's average income (e.g., someone who makes 60% of the area median income could qualify to rent a unit).

Homelessness & affordable housing funds explained

The state’s housing crisis can seem insurmountable. The financial returns from low-income housing development are not high enough to incentivize traditional banking institutions and housing developers to finance and construct housing for this economic segment. Housing developments are usually financed based on a market rent or sale price that will guarantee the repayment of construction loans to banks and result in enough profit for housing developers to take on the many risks of development. Thus, most new housing is constructed for those at or above median income levels.

More public funding is clearly needed to address the lack of availability for below-market housing. The resources below provide the financing tools available to assist cities in addressing both homelessness and lack of affordable housing.

Source	Funding focus	Housing-related use	Area median income (AMI) restrictions
ARPA – State & Local Fiscal Recovery Finds	Affordable housing, homelessness, housing & utility assistance	Wide variety of available uses including: <ul style="list-style-type: none"> • Rental & mortgage assistance • Utility assistance • Counsel and legal aid to prevent homelessness • Temporary housing for homeless individuals • Home repair & home weatherization • Developing affordable housing and permanent supportive housing 	Various eligibility categories: <ul style="list-style-type: none"> • Income at or below 300% of the Federal Poverty Guidelines. • 65% of the AMI or below. • Households who qualify for CHIP, CCDF, or Medicaid • See SLFRF Final Rule for additional eligibility categories.
Affordable Housing & Related Services Sales Tax	Affordable housing and homelessness	Constructing or acquiring affordable housing, including emergency, transitional, supportive, and permanent; facilities providing housing-related services; or acquiring land for these purposes	60% of the AMI or below
Affordable Housing Property Tax Levy	Affordable housing	Funds activities designated by the local affordable housing finance plan	80% of the AMI or below
Affordable Housing Sales Tax Credit	Affordable housing	Allows cities and counties to access a portion of state sales tax revenue to make local investments in affordable housing	60% of the median income of the city imposing the tax. Note: This is not the AMI.
Community Development Block Grant	Affordable housing	Rehabilitation of affordable housing and homeownership programs for low-income households	80% of the AMI or below
Document recording fees	Homelessness	Homeless housing, planning, and prevention	
HOME Investment and Partnership Program	Affordable housing	Preservation, creation of new units, and rental assistance	50% of the AMI or below
Housing Choice Voucher (Section 8)	Affordable housing	Rental voucher	50% of the AMI or below
HUD Continuum of Care Program	Homelessness	Homeless housing and services	
Lodging Tax (Hotel/Motel Tax)	Workforce housing	Repayment of debt issued to fund workforce housing within one-half mile of a transit stop	30-80% of AMI, adjusted for family size
Low Income Housing Tax Credits	Affordable housing and homelessness	Construction or rehabilitation of new units	Provides three income options – tenants at 50% or 60% of the AMI or below; or an average of tenants but no one above 80% AMI.

Source	Funding focus	Housing-related use	Area median income (AMI) restrictions
Mental Health and Chemical Dependency Sales Tax	Homelessness	Services and supportive housing for people with behavioral health or drug dependency issues	
Real Estate Excise Tax	Affordable housing and homelessness	Planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of facilities for those experiencing homelessness and affordable housing projects	
Washington State Housing Trust Fund	Affordable housing and homelessness	Preservation, creation of new units, and supportive services	80% of the AMI or below, but majority of funds targeted to 30% of the AMI or below

Affordable housing property tax levy

Counties and cities are authorized to impose additional regular property tax levies up to \$0.50 per thousand dollars assessed valuation (AV) each year for up to ten consecutive years to finance affordable housing for very low-income households (defined as 50% or less of the county’s median income) with voter approval (RCW 84.52.105).

Effective October 1, 2020, the Legislature amended the law expanding the revenue uses to include affordable homeownership, owner-occupied home repair, and foreclosure prevention program for low-income households – those whose income is at or below 80% of the county median income.

If both the city and county impose a levy, the levy of the last jurisdiction to receive voter approval is reduced so that the combined rate does not exceed \$0.50 per thousand dollars AV in any taxing district.

This tax may not be imposed until the legislative authority:

1. Declares the existence of an emergency with respect to the availability of housing that is affordable to low or very low-income households; and
2. Adopts an affordable housing finance plan in conformity with state and federal laws regarding affordable housing.

Affordable housing & related services sales tax

In July 2015, the Legislature approved **HB 2263**, which gave local governments a tool to obtain funding to house vulnerable residents by implementing a one-tenth of one percent sales tax. In 2020, the Legislature amended the law (**HB 1590**) to provide an optional councilmanic approval, rather than voter approval.

Under the amended law, county legislative authorities had the “right of first refusal” to implement the 0.1% sales and use tax by September 2020. A city legislative authority may implement the whole or remainder of the tax either councilmanically or by voter approval if the county has not opted to implement the full tax.

The revenue stream is meant to serve people living with incomes at 60% or below of a given county’s area median income. Most of the funding (at least 60%) is designated for constructing or acquiring affordable housing, including land; facilities to deliver behavioral health services; or land for such facilities, the operation and maintenance of the newly built or acquired affordable housing or behavioral facilities. The remainder of the funds can be used for the operation, delivery, or evaluation of behavioral health programs and services or housing-related services.

Affordable Housing Sales Tax Credit

Passed in 2019, **HB 1406** created a sales tax revenue sharing program that allows cities and counties to access a portion of state sales tax revenue to make local investments in affordable housing. Over a 20-year commitment, the state will be sharing more than \$500 million with local governments. To take advantage of this funding source, cities and counties needed to adopt the tax ordinance by July 28, 2020. Revenues may be used for affordable and supportive housing; cities under 100,000 in population may also use revenues for rental assistance.

American Rescue Plan Act (ARPA) – State & Local Fiscal Recovery Funds (SLFRF)

On March 11, 2021, the American Rescue Plan Act (ARPA) became law. The sweeping \$1.9 trillion federal plan brought much-needed relief to individuals, businesses, and local governments across the country. Under the plan, cities and towns are receiving \$65.1 billion in State and Local Fiscal Relief Funds (SLFRF) with \$1.1 billion in SLFRF funds going directly to Washington's 281 cities. These one-time funds provide cities with broad latitude to invest in their communities and provide critical relief to individuals, families, and businesses impacted by the COVID-19 pandemic. Funds can be used to respond to the public health emergency, provide economic support to impacted residents and businesses, invest in local infrastructure, and replace lost public sector revenues. Funds must be obligated by December 31, 2024 and spent by December 31, 2026.

Community Development Block Grants

Started in 1974, the Community Development Block Grant (CDBG) program is one of HUD's longest running programs and provides annual grants to local governments and states for a wide range of community needs. The CDBG program works to ensure decent affordable housing, to provide services to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses.

CDBG appropriations are allocated between states and local jurisdictions called "non-entitlement" and "entitlement" communities. Entitlement communities are comprised of central cities of Metropolitan Statistical Areas, metropolitan cities with populations of at least 50,000, and qualified urban counties with a population of 200,000 or more (excluding the populations of entitlement cities). States distribute CDBG funds to non-entitlement localities not qualified as entitlement communities.

Document recording fees

Document recording fees are Washington State's largest source of funding for homelessness programs. Counties charge fees on recorded documents and are permitted to retain a portion for affordable housing and homelessness programs. Counties generally include cities in committees in determining how to spend the local share of the collected fees. Another portion of these funds are redirected to the Department of Commerce to fund various programs, including the Consolidated Homeless Grant program.

HOME Investment Partnerships Program

The HOME Investment Partnerships Program (HOME) is like CDBG, except that the funds must be used for affordable housing for low- and very low-income individuals. Funding is allocated to states or participating jurisdictions. Funds can be used for building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance.

The program is flexible and allows states and local governments to use these funds for grants, direct loans, loan guarantees or other forms of credit enhancements, and rental assistance or security deposits.

HUD Continuum of Care Program

The Continuum of Care (CoC) Program is designed to promote community-wide commitment to the goal of ending homelessness. The program provides funding for efforts by nonprofit service providers, states, and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness. The program promotes access to and effective utilization of mainstream programs by homeless individuals and families. And CoC optimizes self-sufficiency among individuals and families experiencing homelessness.

Lodging Tax (Hotel/Motel Tax)

Cities and counties traditionally use lodging tax funds to fund activities associated with tourism facilities and promotion. However, amendments in 2015 and 2021 expanded the uses of these funds to address affordable workforce housing near transit stations and youth homelessness. There are several important restrictions and procedural requirements to utilize lodging tax funds. Cities should carefully consult the statute to determine whether this tool is appropriate for your specific project.

Low Income Housing Tax Credit

The Low Income Housing Tax Credit (LIHTC) is a federal tax credit program created in 1986 to provide private owners an incentive to create and maintain affordable housing. The IRS allocates program funds on a per capita basis to each state. The Washington State Housing Finance Commission (HFC) administers the tax credits as a source of funding that housing developers use for a single project. Investors in housing projects can apply to the HFC for different tax credits depending on project type.

Mental Health & Chemical Dependency Sales Tax

The Mental Health and Chemical Dependency Tax allows counties to impose a sales and use tax of one-tenth of one percent to fund programs serving people with mental health or drug treatment purposes. Since 2011, cities with populations greater than 30,000 in Pierce County have the authority to implement the tax if it has not been passed by the county. Programs and services that can be funded by this revenue stream include, but are not limited to, treatment services, case management, operation or delivery of therapeutic court programs and services, and housing as a component of a coordinated chemical dependency or mental health treatment program or service. Modifications to existing facilities where the above services and program occur are also eligible.

Real Estate Excise Tax

Until January 1, 2023, the Legislature has granted the authority for cities and counties to utilize the greater of 35% of available funds or up to \$1 million from their second authorized 0.25% increment of real estate excise tax (REET) for affordable housing and homelessness capital projects. Local governments may use these funds for the planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of facilities for those experiencing homelessness and for affordable housing projects. Cities or counties using REET funds for these purposes must document in their capital facilities plan that it has available funds during the next two years for the capital projects that have been historically eligible for REET expenditures.

The Housing Choice Voucher (Section 8)

The Housing Choice Voucher (HCV) program is a federal housing voucher for very low-income families, the elderly, and disabled individuals to afford housing in the private market. Participants are free to choose any housing that meets the requirements of the program and are not limited to units located in subsidized housing projects. Housing choice vouchers are administered locally by public housing authorities. Housing authorities receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher

program. Usually, a housing subsidy is paid to the landlord directly by the housing authority on behalf of the participating family. The individual or family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program.

Washington State Housing Trust Fund

The Washington State Department of Commerce administers a Housing Trust Fund (HTF) funded primarily through the capital budget. Since 1987, the HTF has contributed over \$1 billion toward the construction and maintenance of over 40,000 affordable homes. HTF dollars support a wide range of projects serving a diverse array of low-income populations. Projects can serve people with incomes up to 80% of area median income, but most projects funded to date serve households with special needs or incomes below 30% of the area median income, including homeless families, seniors, farmworkers, and people with developmental disabilities. Local governments can apply to the HTF for eligible activities.

Emergency rental assistance programs: A strategy for preventing homelessness

Emergency rental assistance prevents homelessness by helping residents avoid eviction. In addition to providing funds to address their immediate housing crisis, such programs also provide other support services to promote long term stability.

Typically, these programs provide short-term (one to three months) or medium-term (up to six months) rental assistance for households with incomes up to 50% of area median income (AMI), that are at imminent risk of homelessness or have recently become homeless.

Individuals and families fall into a housing crisis and seek assistance for many reasons. Some of the most common are job loss, an unforeseen reduction in work hours, a medical emergency or disabling condition, limited income coupled with a rent increase, or the cessation of refugee resettlement assistance.

Rental assistance funds are used for immediate help with current or late rent, utility arrears, and legal or interpretation fees needed to stop an eviction action. Funds may also be used for credit and background checks needed to secure alternate stable housing, as well as security and utility deposits and moving costs.

In addition to receiving financial assistance, program participants may receive or be required to participate in services such as landlord negotiations, job search assistance, and money management and financial goal setting training.

Funding sources

Under the Affordable Housing Sales Tax Credit provided by **HB 1406** (passed in 2019), counties 400,000 or less in population and cities 100,000 or less in population can use the tax funds to provide rental assistance to tenants who are at or below 60% of the median income of the jurisdiction. To participate in this tax credit, jurisdictions needed to meet 2020 deadlines to impose the tax.

In a 2021 survey, 24% of respondent cities reported using ARPA to fund rental and mortgage assistance. Between July 1 and December 31, 2021, Seattle, in partnership with United Way of King County, Urban League, Wellspring, and numerous community-based organizations, distributed more than \$26 million in emergency rental assistance to more than 6,000 households. This program, funded by federal ARPA, provided households with assistance to pay current rent as well as rental arrears. Most households (42%) who received aid had incomes less than 30% of Seattle's AMI with another 23% of recipients with an income between 30%-50% of AMI. Funds also reached historically disadvantaged populations--44% of recipients identified as Black or African American and another 20% of recipients identified as another minority.



The Housing First model

The central goal of the Housing First approach is to provide permanent, affordable housing. By providing housing assistance, case management, and supportive services after an individual or family is housed, communities can significantly reduce the time people experience homelessness and prevent further episodes of homelessness.

Housing First is an approach used for both first-time homeless families and individuals, and for people who are chronically homeless. For the chronically homeless, this is also referred to as “low barrier” housing because typically there are no preconditions that the participant be clean and sober to obtain housing. Participants are housed with access to services such as mental health and addiction treatment on-site or nearby, but are not required to use the services.

Generally, Housing First programs share these elements:

- A focus on helping individuals and families access and sustain permanent rental housing as quickly as possible;
- A commitment to permanent rather than temporary or transitional housing;
- Provision of social and health services following a housing placement;
- Services are tailored to each individual’s or family’s needs; and

- Housing is not contingent on participation in services or treatment; the only requirement is that participants comply with a standard lease agreement, and services are intended to help them do so successfully.

A central tenet of the Housing First approach is that social services that enhance individual and family well-being are more effective when people are in their own home than when they are living with the extreme stress of homelessness.

While there are a wide variety of program models, all Housing First programs typically include:

- Assessment-based targeting of Housing First services;
- Assistance locating rental housing, relationship development with private market landlords, and lease negotiation;
- Housing assistance ranging from security deposit and one month’s rent to provision of a long-term housing subsidy;
- A housing placement that is not time-limited; and
- Case management to coordinate the services that follow a housing placement.

The Housing First model has been shown to reduce public costs of homelessness such as use of emergency rooms, police services, courts and jails, and public sanitation. The federal Department of Housing and Urban Development estimates that each homeless person costs between \$30,000 and \$50,000 per year in such costs.

The cost to provide permanent housing and support services to help people stay housed is approximately \$20,000 per year.

The stable living environment facilitates effective, and/or more cost-effective treatment than emergency rooms and incarceration.

Program models vary depending on the client population, the availability of affordable rental housing, and/or housing subsidies and services. Housing First programs often reflect the needs and preferences of each community, further contributing to the diversity of models.

Homelessness & the limits of enforcement

Historically, enforcing sit-lie and panhandling ordinances has been considered a viable tool to address homelessness in public spaces. However, recent court decisions have changed the legal landscape on enforcement, with appeals still pending. In all cases, cities should evaluate their ordinances and enforcement practices to determine whether—and what type of—regulation is necessary.

***Martin v. City of Boise*—impact on camping, sleeping, or lying in public**

In September 2018, the Ninth Circuit Federal Court of Appeals case ruled in *Martin v. City of Boise* that it is unconstitutional for the City of Boise to enforce ordinances prohibiting camping in public places against people experiencing homelessness at times when no shelter space is available. Washington is part of the Ninth Circuit, so this decision applies to Washington municipalities.

The court found that the City of Boise's enforcement of ordinances prohibiting camping, sleeping, or lying in public violated the U.S. Constitution Eighth Amendment ban on cruel and unusual punishment if an individual does not have a meaningful alternative (such as space in a shelter or a legal place to camp). From the court's standpoint, it is not a simple question of whether an ordinance prohibiting camping on public property is constitutional.

Rather, the enforcement of such an ordinance is considered cruel and unusual punishment under the Eighth Amendment, if a homeless person has no other option than to live and sleep outside:

“As long as there is no option of sleeping indoors, the government cannot criminalize indigent, homeless people for sleeping outdoors, on public property, on the false premise they had a choice in the matter.”

In other words, camping ordinances are not inherently unconstitutional, but a municipality can be in violation of the Eighth Amendment if the person cited had no meaningful alternative to sleeping outside.

However, in footnote 8, the court set forth some limits on the scope of its decision:

1. It does not cover individuals who do have access to adequate temporary shelter but choose not to use it.
2. Even when shelter is unavailable, an ordinance may prohibit sitting, lying, or sleeping outside at certain times or in certain locations.
3. An ordinance may prohibit obstruction of rights-of-way or the erection of certain types of structures.

4. Whether such ordinances are consistent with the Eighth Amendment will depend on “whether it punishes a person for lacking the means to live out the ‘universal and unavoidable consequences of being human...’”

The City of Boise petitioned the United States Supreme Court for review of the Ninth Circuit decision. The Court declined review, leaving the Ninth Circuit's decision as law.

Unauthorized encampments—Cleanups

The *Martin* case involves issuance of criminal citations to people experiencing homelessness. A different Ninth Circuit case, *Lavan v. City of Los Angeles*, addresses a related issue—due process requirements for the removal of unauthorized encampments on public property.

Prior to clearing encampments, local governments must provide notice to camp residents (72-hour minimum notice is common). It is also important to have outreach personnel present during encampment removal, whose job it is to help individuals in an encampment identify shelter options or alternative locations to go to. Personal property found during the encampment removal must be held for a certain amount of time so that it can be claimed by the owner—do not assume it is abandoned. Storage of at least 60 days is common.

Unauthorized encampments—Searches

In 2017, the Washington Court of Appeals Division II ruled that tents and shelters set up on public property and used for habitation are protected from unreasonable searches under the Washington State Constitution. In *State v. Pippin*, Mr. Pippin was arrested when the police found drugs in his tent. The court ruled that law enforcement officers needed to obtain a search warrant before searching Mr. Pippin's tent. The court acknowledged the pervasiveness of homelessness and the need for the law to be flexible in responding to it, stating:

“The law is meant to apply to the real world, and the realities of homelessness dictate that dwelling places are often transient and precarious. The temporary nature of Pippin’s tent does not undermine any privacy interest.”

Parking enforcement of vehicles used as a residence

In 2021, two cases—one in the Washington State Supreme Court and the other in federal district court—argued a novel legal question: whether a city could enforce parking restrictions, including fines and impoundment, on a vehicle used as a residence.

The first case, *City of Seattle v. Long*, arose when Steven Long parked for three months in a city parking lot that had a 72-hour parking restriction. Long was living in the truck and used it to store his personal possessions, including tools of his trade. When Long did not move his truck after it was posted with a parking violation notice, a city-contracted company towed the truck in Long's absence. At the impoundment hearing, the magistrate found that Long had parked illegally but waived the \$44 parking infraction fine, reduced the impoundment charges from \$946.61 to \$547.12, and added a \$10.00 administrative fee. Long was then required to pay \$50 a month under a payment plan. Long received his truck after the hearing.

In its August 2021 decision, the Washington State Supreme Court agreed with Long's arguments that because he was living in his truck, the vehicle was automatically protected from debt collection under the Homestead Act (Chapter 6.13 RCW), which provides protections from using a residence

to satisfy debts. However, the Court agreed with Seattle that because the city never collected on Long's debt, the protections of the Homestead Act against attachment, execution, or forced sale were never implicated. The Court further concluded that the city had the authority to seize Long's truck, impoundment was reasonable under the circumstances, and no alternatives existed in this case. Long also argued that the fines were excessive and violated constitutional protections against cruel and unusual punishment. The Court agreed that the impoundment and associated cost were both partially punitive and, as such, determined them to be fines under the Eighth Amendment. But the Court applied a new test finding that Long did not have the ability to pay the fines. Finally, the Court concluded that the payment plan that Long agreed to in order to retrieve his truck was excessive in this case, but that “a reasonable fine may still be constitutional and appropriate.”



The second case, *Potter v. City of Lacey*, was heard in the United States District Court for the Western District of Washington in 2021 and concerns a recreational vehicle parked in a city hall parking lot and a city ordinance addressing parking of recreational vehicles. Potter lived in a trailer attached to his truck. The case arose when Potter began parking in the Lacey City Hall parking lot along with about two dozen other vehicle-sheltered individuals.

The ordinance at issue prohibited parking recreational vehicles for more than four hours unless the vehicle had been issued a permit granting it an exception. Potter's vehicle did not have a permit. Potter was issued a \$35 parking violation and, when police arrived with a tow truck, Potter removed his vehicle from the lot to avoid impoundment.

Potter challenged the city ordinance and permit alleging that they violated federal and state constitutional rights of freedom of travel and association, freedom from cruel and unusual punishment, and freedom from unreasonable searches and seizures. The federal district court ruled in favor of the city on all claims. As of publication, this case is on appeal to the Ninth Circuit Court of Appeals.

In light of these rulings, here are some options to consider to reduce legal risk when enforcing parking restrictions, in consultation with your city's legal counsel:

- Review your parking enforcement procedures
- Designate a safe parking location to remove the illegality of the parking (or find a local partner to offer safe parking in their lots)
- Limit your enforcement of vehicles suspected as residences
- If you choose to impound:
 - Avoid any action that looks like you will auction the vehicle unless payment is received
 - If you collect on the debt, the protections of the Homestead Act are triggered
 - Treat *any* car that appears to be serving as a residence as a home, including searches of property inside
- Review your fines and fees ordinances under the Eighth Amendment protection against excessive fines:
 - Are they used as punishment, even partially, OR
 - Are the fees and fines associated with the actual costs incurred, or close to?
- Consideration of individual circumstance and ability to pay is required during impoundment hearing.

Panhandling regulations

The Washington Supreme Court struck down an ordinance prohibiting begging or panhandling on First Amendment grounds in the 2016 case of *City of Lakewood v. Willis*. In *Willis*, the ordinance prohibited begging at highway on/off ramps and at major intersections, and several other locations. Because freedom of speech is protected in public forums, and sidewalks are a traditional public forum, the court ruled that Lakewood's ordinance overreached in the number of public forums that were restricted. Even though courts agree that panhandling is speech, time, place, and manner restrictions can be imposed if enough alternative avenues of communication remain available.

Considering *Willis*, cities should review their regulations and enforcement practices. Asking for help or aid is protected speech and courts will closely scrutinize regulations that focus on certain types of speech (such as soliciting aid). Public safety laws (such as obstructing traffic) may present appropriate enforcement alternatives when fairly applied, since these laws do not regulate protected speech.

Local governments' winter shelter programs

While local governments in Washington work to develop long-term solutions to homelessness, they must also respond to immediate threats to life and safety that arise when temperatures fall to freezing or below. Some communities have developed winter weather shelter programs to address this need.

Winter weather shelter programs can take many forms, but they often involve a partnership with a local faith-based or other nonprofit organizations for the use of private facilities. While it is possible for a city or county to use its own facilities for this purpose, the logistical challenges of overnight staffing, meal preparation, scheduling of multipurpose facilities, insurance, and other similar issues – can make this option complicated to implement without a nonprofit partner.

Kent partners with local church

The City of Kent partners with a local church to operate a cold weather shelter during specific, cold-weather events.

Following a particularly cold winter in 2008-09, Kent community leaders and members of a local, faith-based organization developed a winter weather shelter program to provide temporary housing at a local church during severe, cold-weather events. Under the terms of the service agreement, the shelter can be activated by the city's Housing and Human Services Manager between the months of November and March when "temperatures

fall below 32 degrees for 24 or more consecutive hours and/ or snow accumulation exceeding or expected to exceed three inches in depth and/or other conditions deemed severe enough to present a substantial threat to life or health of homeless persons" occur.

The city announces shelter activation by emailing community organizations, including the police, fire, and parks departments, local schools, and others, and by posting signs and posters at various community locations. A YouTube video, produced by the Kent Housing and Human Services Department, describes how the shelter program works.

The program gives priority to families with children (unsheltered or in vehicles) but also provides space for single women and men. The shelter is open daily from 9 pm to 7 am while severe weather conditions exist.

Prior to the pandemic, shelter staffing was provided by church volunteers and Catholic Community Services. During the winter of 2022, the site operated with volunteers only, but the city hopes to contract with a provider for professional staffing moving forward. The volunteers prepare the facility, greet guests, conduct safety screenings, prepare meals, do laundry, and provide overnight supervision. To address security issues, the police department is notified when the shelter is activated and staff are instructed to call 911 if an

emergency situation occurs. The church group also provides some staff trained to assist people in crisis. The church carries insurance coverage based on the terms of the service contract with the city.

Multi-jurisdiction model serves King County's Eastside

The cities of Bellevue, Redmond, Kirkland, Issaquah, and Sammamish collaborate to provide east King County with three "low barrier" (shelters with limited entry requirements are called "low-barrier") shelters:

- Catholic Community Services (for families);
- Sophia Way (for single women);
- Congregations for the Homeless (for single men); and
- Friends of Youth (young adults 18-24).

Cities contribute operating funds through a two-year human services funding cycle. In 2019, the shelters moved from seasonal to year-round operations. Congregations for the Homeless is located in a temporary facility while a new permanent location is under construction and expected to open in early 2023.

A primer on safe parking programs

Safe parking areas offer a temporary off-street option for individuals and families who are experiencing homelessness and using a car or recreational vehicle (RV) as their primary residence. These lots provide people with a safe and stable place to park their vehicles where they access volunteers who can provide them with hot food and warm clothes, and on-site service providers who can link them to employment, housing, and medical services.

Communities across the state have implemented safe parking programs but many of these don't allow RVs. With a few modifications, however, these programs could be tailored to include RVs.

Site hosts, managing agencies, and services

Safe parking areas are typically hosted on land owned by governmental entities, religious organizations, or nonprofits. Hosts or sponsors may also manage or operate the site, or partner with social service agencies.

In seeking a managing agency, hosts will want to consider the population served so that human and social services are tailored to guests' needs. The approach to services should be flexible enough to ensure a safe living environment and should consider the varied needs of all guests, from families with children to elders. Some programs have an operations plan that includes all the details related to site management, maintenance, and services.

Zoning and site requirements

Some communities restrict safe parking areas to certain zoning districts and host types (e.g., religious organizations). Some also require public meetings and/or permit approval. One important note specific to religious organizations is that per state law — RCW 35.21.915, (non-code cities), RCW 35A.21.360 (code cities)— cities may not enact an ordinance or regulation, or take any other action, that imposes conditions other than those necessary to protect public health and safety and that do not substantially burden the decisions or actions of religious organizations in hosting shelters on property they own or control.

Site considerations include access to power and water, facilities for grey or blackwater disposal, and proximity to transit and services. If access to a building with heat and air conditioning during adverse weather conditions is not available, vouchers can be made available for motels or other ways for people to stay safe.



Resources

Lake Washington UMC Safe Parking Program – 2020 Annual Report/Gratitude Report

Vancouver's Safe Parking Zone

City authorized emergency mitigation sites

As many cities face increasing numbers of people experiencing unsheltered homelessness in their communities, several have begun to operate city-run 'mitigation sites' as a temporary response. These sites are sanctioned encampments and can include a variety of temporary shelter types—tents, micro shelters, or safe parking sites. The sites share a variety of common features, like amenities and social services, though their approaches differ across jurisdictions.

Tacoma's stability site

In 2017 the City of Tacoma declared a state of emergency around homelessness and developed a plan to address it. One component of that plan was the creation of a stability site, which provides shelter and services to individuals who are chronically homeless or experiencing behavioral health issues. The physical structure is a large FEMA-style tent shaped like an aircraft hangar with smaller individual structures within that can provide beds for up to 100 individuals.

The site follows the low barrier to entry model (i.e. no requirement to be sober on entry) and provides emergency stabilization and triage through access to services such as food, showers, bathroom facilities, and laundry. Other services offered include social services, physical and mental health care, legal services, and transportation. The Tacoma model includes on-site staffing provided by Catholic Community Services.

The city has found that offering wrap-around services and this 24/7 shelter model provides greater opportunity to connect individuals to housing. Tacoma has continued to embrace this model in the establishment of their micro-shelter sites and other enhanced shelter models in the community. The Stability Site costs approximately \$2 million per year which includes the operator contract, equipment rental, and site maintenance.

Olympia's mitigation site

The City of Olympia opened a mitigation in December of 2018. The city was facing upwards of 300 people sleeping outside every night in their downtown area. Many were in unsanctioned encampments, causing public health and safety concerns. The city declared a public health emergency in July 2018, which provided several elements of flexibility, including exemption from state environmental review.

The city developed a downtown mitigation site on a city-owned parking lot that includes 115 spots for individual tents, potable water, and portable toilets. Catholic Community Services provides oversight under contract. The city reports a \$50-\$70,000 startup cost and \$200,000 annual operating costs. The mitigation site has a code of conduct that includes requirements, such as no drug dealing.



Olympia's new micro shelters at the downtown mitigation site.

In early 2022, a collective community effort began delivering microhomes to the downtown mitigation site. At 10 feet by 10 feet, these microhomes provide the same number of sites as tents but increase safety and protection from the elements. Microhomes are smaller than the traditional tiny home, but they expand the number of tent alternatives provided by the city and represent the growing community effort to address homelessness. The project will result in 60 microhomes.

Despite their diminutive size, the microhomes offer substantial safety advantages including a locking door, insulated walls, floors, and roofs as well as a window. Additionally, their elevated installation and the steel mesh embedded in the floor help deter pests, and smoke and carbon monoxide detectors provide added safety.

This site is short term with the goal of helping people transition to supportive housing or more stable shelter options.

Bellingham's safe havens

In the fall of 2018, the City of Bellingham began issuing temporary shelter permits as a response to a rise in homelessness counts both in the city and in Whatcom County. This is a Type II permit that allows encampments to occur on private or public properties with administrative approval. The permit covers four types of temporary shelters: building encampments, safe parking areas, tent encampments, and tiny home encampments.

Winter Haven: Issued in January 2019, this was the first permit for a temporary tent encampment in Bellingham. The encampment was in the parking lot of city hall and chosen because it was well served by transit and social services. There was little neighborhood opposition as the site was in a primarily civic area. The encampment was managed by HomesNow, a local nonprofit organization. The encampment consisted of 18 tents that housed between 18-20 residents at a time. On-site amenities included a kitchen, dining area, shower truck, garbage, recycling, toilets, storage, heaters, and a small RV unit for the on-site manager.

However, tents proved to be inadequate in harsh winter weather. Throughout the duration of the encampment, there was an observed decrease in criminal activity in the area. The encampment permit lasted until March 2019, and the City began looking for other encampment sites to continue service in the coming winter.

Safe Haven: In February 2019, the City of Bellingham issued a permit for a second temporary tent encampment. This encampment was in the parking lot of the Whatcom 911 dispatch center, located in a neighborhood. Also managed by HomesNow, the site had similar amenities and management to the Winter Haven encampment. Some neighborhood opposition occurred in the planning stages of this encampment, though no major complaints were filed throughout the duration of the encampment. Later, the permit was amended to include tiny homes at this site. The City took the lessons from Winter Haven that something more durable and comfortable is necessary during the winter.

Tips to consider for city-sanctioned mitigation sites

1. Clearly define success to avoid unrealistic expectations, consider measurements beyond just people served and moved from shelter.
2. Be clear about what these camps are, and what they aren't. In most cases they are an emergency response to homelessness and safety issues at unauthorized encampments, not a solution to homelessness. When coupled with social services, they can serve as a bridge to helping people find jobs, housing, health services, etc.
3. Work with community groups and other service providers to maximize access to services.
4. Evaluate potential staffing models (e.g. volunteers, paid staff, etc.) at mitigation sites on costs and outcomes.

Resources

www.cityoftacoma.org

www.olympiawa.gov

<https://cob.org/services/housing/homeless/temporary-shelter>

Transitions: From tents to temporary micro-shelters

As an alternative to tents, some cities are using “tiny houses” or other micro shelter options. Tiny homes are usually intended to be used as an interim step until permanent housing is found. These small structures are viewed as being a better option than tents, especially during the cold and wet winter months.

Walla Walla’s sleeping center

During the winter of 2016, Walla Walla experienced challenges when tents collapsed under the heavy snow in unauthorized homeless camps around the city, which posed a significant safety risk for the occupants. In response, the city created a plan to help residents experiencing homelessness find safer emergency shelter. They partnered with the Walla Walla Alliance for the Homeless (Alliance), who constructed 31 insulated, weatherproof, lockable shelters called “Conestoga huts.” The Alliance has since constructed an additional 7 huts including one accessible unit with grant funding.

The city originally placed the Sleeping Center on city public works property, but the Center has now moved to an industrial area. Operating the Center costs \$200,000 annually and is managed by a community group, the Walla Walla Alliance for the Homeless, which provides sanitation and security services, and helps residents find permanent housing.

During the COVID-19 stay home orders, the Sleep Center transitioned to 24/7 operations by utilizing pandemic-related grant funds. The expanded operations and providing wrap around services on site have proven successful – 38 Sleep Center guests have been moved into stable housing.

Olympia Plum and Quince Street Villages

The Plum Street Tiny House Village is a temporary site that provides stable, managed shelter for up to 40 people experiencing homelessness in Olympia. The City of Olympia is leasing the property to the Low Income Housing Institute (LIHI) and is providing funding for the operation of the site.

The village has 29 tiny houses for single adults and couples without children. The tiny houses are each 8’ x 12’, insulated, have electricity and heat, windows, and a lockable door. There is also a security house, a communal kitchen, meeting space, bathrooms, showers, laundry, a case management office, and 24/7 staff providing security and management. Residents



Walla Walla's Conestoga Huts.

are required to sign a code of conduct and will be expected to follow behavioral expectations, perform community chores, attend village meetings, adhere to quiet hours policy, and meet other requirements commonly expected of good neighbors.

As part of the program, LIHI case managers will connect residents with services to help them to stabilize and work toward self-sufficiency with the goal of placing them in permanent housing.

The Plum Street Village Community Advisory Committee (CAC) monitors the progress of the village and the residents who live within it and serves as a liaison between the community and the village. Members of the CAC include nearby neighborhood stakeholders, including community leaders, businesses, immediate neighbors, service providers, and others.

The City of Olympia will transition their downtown emergency housing mitigation site to a new facility known as Quince Street Village and will provide emergency housing to approximately 100 individuals. While the original mitigation site used tents as the primary source of shelter, the new facility will include a variety of tiny homes, micro homes, and shelter boxes. Hygiene, laundry, common and administrative areas will be provided at the new facility.

Everett's Pallet Shelter Pilot Project

In 2021, the City of Everett opened a new Pallet shelter pilot project to provide bridge housing for individuals experiencing chronic homelessness. The city partnered with the Everett-based company, Pallet, and the Everett Gospel Mission to establish this shelter with the goal of providing a new option for individuals with barriers to other shelter formats, such as mental and behavioral challenges and substance use disorder.

Everett Mayor Cassie Franklin wanted to think differently about how to solve this: "The only way you can get safe and recover from the traumas of life on the street is to get inside and get that little bit of stability."

Pallet manufactures rapid response shelters are cost-effective, portable, easy to construct, and they offer safety and stability, heat/air conditioning, fold-up bunk beds, windows and safety features including a lockable door, carbon monoxide detector, fire extinguisher, and smoke detector. They can be installed in about 30 minutes.

With grant support from the Washington Department of Commerce, and Snohomish County Human Services, the city began developing the site and procured 21 Pallet shelters.

When the shelter opened in the summer of 2021, the units filled up within a week. "The cabins were first offered to people living on the street in the surrounding area. Many of them are couples who wouldn't be able to stay together at a congregate shelter, segregated by gender," said Sylvia Anderson, CEO of Everett Gospel Mission.

City officials are encouraged by the results. The city secured additional grant funds to expand the project by 20 shelters, which came online in May 2022.

Resource

www.wallianceforthehomeless.com

Two models for turning hotels into housing

Organizations focused on sheltering people experiencing homelessness, including local governments, are recognizing the value in shifting away from traditional emergency shelters to more innovative housing solutions. Hotels provide several benefits that people do not receive in a traditional shelter setting. Individual rooms and private bathroom facilities allow for families to stay together and give residents more dignity in their living space. Although COVID-19 prompted an increase reliance on motels as a non-congregate shelter option in Washington, the motel model has been in used in California for decades.

Benefits of the hotel model

In response to public health advice, King County began to replace or add space for existing congregate shelters by placing individuals experiencing homelessness into group hotels in April 2020. Researchers with the University of Washington (UW) studied the county's approach and found that not only did the hotels limit the spread of COVID-19, the primary goal of the program, it resulted in additional favorable outcomes for project participants.

During the period that the project participants were interviewed and studied, the UW researchers found that they were less likely to end their services and exit from the homeless response system. When they did exit, however, it was more likely that it was into permanent housing. These results were attributed to residential stability and increased feelings of safety among participants. Other beneficial outcomes participants in this program experienced included reduced interpersonal conflicts, as demonstrated by a decrease in 911 call volumes, and providing more time to think about future goals, such as securing permanent housing, applying for jobs, or obtaining additional education.

Hotel model option: Acquisition

King County's Health Through Housing initiative has purchased ten hotel properties and aims to house 1,600 people by the end of 2022. In Clark County, the Vancouver Housing Authority recently partnered with the Clark County Community Services Department and City of Vancouver to buy a hotel that would serve as

a non-congregate living shelter, with the daily operations of the hotel to be provided by the Catholic Community Services, a nonprofit. When funding for the shelter runs out, the Vancouver Housing Authority plans to convert the facility into permanent affordable housing.

One of the clear challenges of outright purchasing a hotel or motel property for non-congregate living is the large initial capital investment. Many municipalities decide to lease properties or units for a fixed amount of time, but these approaches may prove to be more costly over the long run and restrict the flexibility of the housing option. For the Vancouver Housing Authority, the hotel that was acquired will still serve as permanently affordable housing even as funding for the shelter is depleted.

With recent federal and state grant programs, higher up-front costs may be easier to navigate, and interlocal cooperation may make operational considerations more manageable.

**Motel model option:
Master leasing**

Established in 1998, San Francisco’s Master Leasing Program acquires sites, mainly single occupancy hotels, under long-term leases with building owners to provide housing for people who are homeless. The building owner retains responsibility only for large capital improvements after the lease is signed. The sites are managed by nonprofit organizations that provide property management and supportive services on site. Building owners often renovate residential and common areas prior to lease signing.

While many nonprofits have adopted similar master leasing programs, only a few cities throughout the country have.

San Francisco’s successful program signs long-term leases with owners to provide permanent supportive housing for adults experiencing homelessness. Its program is a Housing First model; that is, it provides housing immediately to the unhoused regardless of their mental health or substance abuse status. This approach is based on the idea that for people to achieve stability and recovery, they must first have a safe, stable home and access to the mental health, addiction treatment, and other services they need. Most agree that it is very difficult to address a mental health or chemical dependency issue while sleeping on the street. (See also *The Housing First model* on pg. 7)

The benefits of master leasing include the ability to bring units online rapidly, and the reliance on private capital for upfront renovation costs. In addition, the renovated buildings, combined with on-site services, stabilize properties that have often been problematic for the surrounding neighborhood.

Resources
Commerce Shelter Grant Program



Tiny house villages as permanent supportive housing

Tiny house villages offer a lower-cost way to provide safe housing, and the benefits of community living and peer support for people recovering from homelessness.

The term “tiny house” covers a wide range of structures and program models. Some are permanent structures with heat, plumbing, and other amenities that will last for many decades; others are less expensive, impermanent, and unheated and unplumbed. Village program models also vary.

Quixote Village: Olympia

Located on a two-acre site in Olympia, Washington, Quixote Village consists of 30 cottages wrapped around a central open space, and a 2,640 square foot community building that includes a communal kitchen, dining and living room, showers, laundry facilities, and staff offices. The village provides permanent supportive housing for adults experiencing homelessness, including people suffering from mental illness, people with physical disabilities, and people recovering from addiction.

Financing for the program’s development was provided by:

- \$1.5 million in the state capital budget, which came through the state Department of Commerce’s Housing Trust Fund;
- \$699,000 from federal Community Development Block Grant funding that came through Thurston County and the City of Olympia;
- \$170,000 in Thurston County funding from document recording fees. Thurston County also leased the site (estimated at \$333,000) for \$1 a year for 41 years; and
- \$215,000 in community donations, including the Nisqually Tribe, the Chehalis Tribe, the Boeing Employees’ Fund, and individual donors.

The total cost of the village was just over \$3 million or about \$100,000 per unit. The village meets the state’s green building code and all local building codes.

The Village has three on-site, full-time staff: an executive director, a program manager, and a case manager/resident advocate. Mental health services are also offered on-site. There is also a Resident Council, which helps govern the village and coordinates community holiday parties, barbecues and other events.

Emerald Village: Eugene

Emerald Village Eugene is an affordable tiny home community developed by SquareOne Villages. It builds upon the success of Opportunity Village Eugene, which is a transitional micro-housing community for otherwise homeless individuals and couples. This next iteration of the village model provides a permanent, accessible, and sustainable place to transition to.

Various teams of local architects and builders provided in-kind services to lead the design and construction of 14 of the 22 tiny homes at Emerald Village—allowing for the demonstration of



a variety of compact design and construction methods. SquareOne led the design and construction of the other eight homes using structural insulated panels (SIPs).

Each of the homes at Emerald Village are designed as permanent dwellings on a slab foundation—complete with sleeping and living areas, a kitchenette, and a bathroom—all in 160-288 square feet. The individual dwellings are supported by a Community Clubhouse that includes a flexible-use gathering area, community kitchen, laundry, restroom, and storage of common resources like tools and other appliances.

As a new and innovative approach to affordable housing, the capital costs have been funded by small grants, private donations, and lots of in-kind gifts from individuals, businesses, and institutions in the surrounding community. In fact, over 200 local business contributed to the project in some way. As a result of this outpouring of support, it cost around \$55,000 per unit to build Emerald Village, including the cost of land.

Unlike most affordable housing projects, residents of Emerald Village are not simply renters, they are members of a housing cooperative. They realize affordability through shared resources, self-management, and operating at-cost. A community agreement outlines a basic code of conduct that all residents must agree to abide by, and each resident is an active participant in helping to operate and maintain the village. Members make monthly payments of between \$200-\$300 to the cooperative to cover utilities, maintenance, long-term reserves, and all other operating costs. Each

member also pays a membership fee of \$50 per month—enabling them to create a modest asset that can be cashed out if, and when, they choose to leave. SquareOne retains ownership of property in trust to assure continued affordability to future members of the cooperative.

By combining the benefits of cooperative housing with safe, decent, and cost-effective tiny houses, Emerald Village offers an accessible and sustainable housing model that can be implemented in other communities.

Veterans Villages: Orting and Shelton

The Orting Veterans Village is a permanent supportive tiny house village serving 35 previously homeless veterans living in Pierce County. Quixote Communities partnered with the Washington State Department of Veterans Affairs (WDVA) and the Puget Sound Veterans Hope Center. WDVA leased Quixote Communities five acres at the Washington Soldiers Home in Orting. Because of the pandemic, a phased in move in was necessary with doors opening in May 2021.

The Village cost approximately \$5 million to build—about \$135,000 per tiny home and was funded via:

- Washington State Housing Trust Fund – \$3,260,000
- Pierce County – \$480,000
- Federal Home Loan Bank – \$800,000
- Washington State Department of Commerce – \$549,575
- United Way – \$50,000
- Washington Department of Veterans Affairs land donation value – \$140,000

To operate, the Pierce County Housing Authority provides 25 project-based vouchers (like Section 8 vouchers) to supplement residents' rent to help with operating costs. The village also partners with Veteran's Affairs to provide 10 Veteran Affairs Supportive Housing (VASH) vouchers. A grant award from Pierce County and Commerce provides operating, maintenance, and program support funds. The village also engages in community and foundation fundraising.

As of publication, the Shelton Veterans Village was still in the design phase. The village was awarded \$3 million in the state capital budget which will cover all development and construction costs for 30 tiny homes and a community center. The Shelton Veterans Village will have a slightly different design than the other Quixote Communities villages. Instead of 30 separated tiny homes with a half bathroom, the village will have seven fourplexes and one duplex. Each living unit will have a full bathroom, including shower. This not only helps with cost but will also offer more personal mini-communities of support for each resident. The project also includes a 2,200 square foot community building with kitchen facilities, gathering space, office space, and laundry facilities.

Resources

www.quixotecommunities.org

www.squareonevillages.org

www.tinyhousecommunity.com

How cities are using ARPA funds to address housing & homelessness

With more than a billion dollars in direct federal funds flowing into cities, city leaders are now tasked with finding the best way to invest these dollars in their communities. In the final rule for the American Rescue Plan Act's (ARPA) State and Local Fiscal Recovery Funds (SLFRF), the U.S. Department of the Treasury has granted cities broad latitude for using funds to provide rental and mortgage assistance, invest in affordable housing, support homelessness programs, as well as establish programs to provide home repair and weatherization services. Across Washington, city leaders are taking action to use ARPA funds in ways to benefit their most vulnerable residents. Here are some examples of those programs and projects:

Port Angeles partners with Habitat to repair homes

The City of Port Angeles is in Clallam County on the north side of the Olympic Peninsula. Despite its remote location, the city has not been immune to the rapid housing price increases seen around the state. In April 2017, the median home price was around \$195,000. In February 2022, that price more than doubled to \$401,000. In 2021, the city had a record-setting number of single-family homes permitted with 53 permits granted; however, only 13 of those permitted homes were valued at \$200,000 or less.

The city of just over 20,000 residents received \$5.6 million in ARPA funding. With an aging population intending to stay in Port Angeles but with limited affordable options, city leaders decided to use the federal funding opportunity to give elder residents the ability to age-in-place. To support this program, the city partnered with their local Habitat for Humanity to provide \$100,000 to repair and improve local housing stock to meet the needs of aging, low- and median-income individuals. Several preservation projects are available to eligible residents, including accessibility upgrades, siding repair, window and door repair or replacement, and general clean-up.



Photo credit: hfhmco.org

Cities in Pierce County create joint investment in an enhanced homeless shelter

The cities of Tacoma and Lakewood (in partnership with Pierce County) invested \$8.8 million to enable the Low Income Housing Institute (LIHI) to purchase a 94-room hotel located in Tacoma. Five million of the purchase price came from ARPA funding. Once retrofitted, the hotel, renamed to Aspen Court, will provide an enhanced shelter for up to 120 individuals, including couples and people with pets.

Individuals are provided access to case managers and social service agencies, who help them access housing and other services. Individuals will be eligible to stay at the site for between three and six months. LIHI will provide 24-hour staffing. The City of Tacoma and the City of Lakewood have committed to providing two years of operating and services funding.

Individuals will be referred to the site by Tacoma's Homeless Engagement Alternatives Liaisons, local service agencies, and the City of Lakewood. On-site case managers will help residents with housing and employment applications, as well as assist residents with obtaining critical identification documents.

After two years, the hotel will shift from being an enhanced shelter to providing permanent supportive housing.

Pasco provides utility assistance to residents in need

The pandemic impacted individuals and families in several fundamental ways, including their ability to pay for essential household utilities. While a statewide utility cutoff moratorium was in place, many residents accrued unpaid utility balances due to losing their job or having their work hours significantly reduced. Using ARPA funds, the City of Pasco established a \$1.2 million utility assistance program for residents to pay off their past due account balance or to receive credit towards future bills.

Drawing on previous experience running a similar program under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, city leaders and staff increased their promotion of the program and streamlined the application process. The program has benefited hundreds of residents as well as helped the city utility financially recover from the pandemic.

Kenmore looks to build affordable housing in its downtown

Located just north of Seattle at the top of Lake Washington, the City of Kenmore is a thriving suburban bedroom community of nearly 25,000. With the ever-climbing price of housing in King County, the Kenmore City Council has made affordable housing the city's number one priority.

The city, in partnership with A Regional Coalition for Housing (ARCH) and Enterprise Community Partners, is offering a downtown 22,222 square foot city-owned property for an affordable housing development. Kenmore plans to invest \$3.2 million of its \$6.4 million ARPA allocation towards the project. ARCH is providing \$3 million in ARCH Trust Fund dollars to these efforts, and the city is donating land valued at \$1.89 million. The city recently closed an RFP for this new affordable housing development and is in the process of evaluating the strong proposals it received.

The city intends that all the units in this new mixed-use development will be affordable, with a goal that at least 10% of the units be set aside for those at or below 30% AMI. The project is also proposed to include ground floor space that benefits the community. The project may break ground as early as 2023 and will be completed by the end of 2026.

Resources

U.S. Department of the Treasury: ARPA SLFRF



Affordable housing

How cities are using the sales tax revenue sharing proceeds to make local investments in housing

In the 2019 legislative session, the state approved a local revenue sharing program for local governments that provides up to 0.0146% of local sales and use tax credited against the state sales tax for housing investments, available in increments of 0.0073%, depending on the imposition of other local taxes and whether a city's county also takes advantage.

If the city decided to access it and met the 2020 deadlines, the tax credit is in place for up to 20 years.

Annual maximum distribution cap

The law set a cap on the maximum sales tax revenues to be credited to local government within any state fiscal year (July 1 to June 30). The cap was calculated based upon the jurisdiction's taxable retail sales during the state's 2019 fiscal year (July 1, 2018 — June 30, 2019). Just like the state shared revenue cycle, distributions start July 1, and the state will cease distribution until the beginning of the next fiscal cycle if at any time during the fiscal period your distributions meet the cap.

Eligible uses of the funds

1. Projects must serve people at or below 60% of the median income of the county or city imposing the tax.
2. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing

services. In addition to investing in traditional subsidized housing projects, this authority could potentially be used to provide for land acquisition, down payment assistance, and home repair so long as recipients meet the income guidelines.

3. Funding the operations and maintenance costs of new units of affordable or supportive housing.
4. For cities with a population at or under 100,000, the funds can also be used for rental assistance to tenants.
5. The legislation provides authority and encouragement to partner and work regionally including through interlocal agreements.
6. Cities can also issue bonds to finance the authorized projects (see related article on pg. 34).

How cities are using the funds

The first distributions of the Affordable and Supportive Housing Sales Tax occurred in FY 2020, and totaled \$9.5 million. Most jurisdictions had not begun spending the revenue yet and none reported committing funds

to capital projects that year. However, eight jurisdictions used the revenue for rent assistance programs – Bainbridge Island, Ellensburg, Enumclaw, Port Angeles, San Juan County, Shoreline, Tukwila, and Whatcom County. Thirty jurisdictions were working toward the formation of interlocal agreements for pooling and joint distribution of revenue. These jurisdictions are all located in the Puget Sound area: North King County, South King County and Thurston County.

Based on Commerce's 2021 annual report, 121 jurisdictions (35 counties and 86 cities) received Affordable and Supportive Housing Sales Tax distributions from the Department of Revenue, for a statewide total of more than \$25 million. Most jurisdictions have not begun spending their sales tax credit revenue. Eight jurisdictions reported using the revenue for rent assistance programs. Three jurisdictions reported spending on capital projects. Five jurisdictions used the revenue to support operations and maintenance costs for new affordable housing units.

Resources
 RCW 84.14.540

Chapter 365-240 WAC

Department of Revenue implementation guidance

Affordable and Supportive Housing Sales and Use Tax - Washington State Department of Commerce

Finding missing middle housing

Housing affordability is one of the greatest challenges facing many communities in the western U.S. Rising demand outpaces the supply of additional housing units, driving prices steeply upward.

While single-family homes and multi-story apartments remain popular types of housing, there is an opportunity for additional housing types that may be underutilized. Outdated city ordinances and lack of private market interest can hinder the types of housing that are “in the middle,” housing that, in size and character, is somewhere between single-family homes and multi-story apartments. These include small-scale, multi-unit housing such as duplexes, triplexes, townhouses, backyard cottages (aka, accessory dwelling units (ADUs)), and courtyard-style apartments. Allowing and encouraging these ‘missing middle’ housing types can provide more affordable living options, particularly for the growing number of one- and two-person households in our communities—and provide it in a way that is compatible with existing neighborhoods. This approach can also contribute to other community goals, such as accommodating future population increases, providing more housing options, increasing walkability, and supporting neighborhood businesses.

Many Washington cities have been examining zoning changes to permit middle housing in more neighborhoods. Recognizing Washington’s housing affordability crisis, the Washington State Legislature took action to promote middle housing, including passing **HB 1923** in 2019 and **HB 2343** in 2020, both largely codified in RCW 36.70A.600. These new laws encourage cities to increase residential building capacity through a variety of specific options. The Legislature also made funding available to support affordable housing efforts and, importantly, made these efforts exempt from legal appeals under the Growth Management Act (GMA) and the State Environmental Policy Act (SEPA).

Below is a description of the City of Olympia’s work to expand where it allows middle housing. While the process generated significant local controversy initially, the new laws in RCW 36.70A.600 provided a clear path to eventually allow for a mix of housing types throughout most of the city. This action addresses multiple policy goals, including increased housing units at more affordable levels; greater equity for residents to locate in all neighborhoods; maximizing existing infrastructure; and reducing vehicle miles traveled and greenhouse gas emissions.

Olympia’s experience

Olympia’s process began in late 2016 when the Olympia City Council established a 16-member citizen workgroup to review its zoning code and development fees to identify ways to better enable missing middle housing throughout the city. The workgroup included a broad range of interests and expertise, and group members brought a thorough knowledge of the local housing market and the community’s neighborhoods.

The workgroup held eight monthly meetings, all of which were open to the public. They identified and discussed dozens of issues, focusing especially on 14 major issues for which they directed city staff to prepare more detailed issue papers. These included requirements for off-street parking, limits on height and setbacks, water and sewer hookup costs, impact fees, and maximum housing density. They also received input through an open comment portal on the city’s website and at several public open houses. At its final meeting, the workgroup reviewed specific recommendations from city staff based on the group’s discussions. The recommendations were to permit a greater variety of housing types in Olympia’s low-density residential zoning districts and to reduce development regulations and fees to more easily allow smaller housing units to be constructed.

Although it had strong policy support in the Olympia Comprehensive Plan, the idea of allowing multi-unit residential buildings in neighborhoods historically dominated by single-family homes ultimately caused heated public debate. Organized citizen groups formed on opposite sides of the debate, each conducting intensive public outreach campaigns.

Following nine months of public debate and lengthy discussion by the Olympia Planning Commission, in late 2018, the Olympia City Council unanimously adopted significant changes to allow middle housing in most of the city's low-density zoning districts.

While a greater *variety* of permitted housing types was proposed, the allowed *density* of the zoning districts was not increased. Also, minimum lot size now increases with the number of units proposed.

The council felt Olympia's existing development standards adequately addressed several issues with no changes. These included design review standards for infill development, low impact development stormwater measures, regulations of environmentally sensitive areas, and open space and tree protection standards.

Unfortunately, the newly adopted middle housing ordinance was immediately appealed in 2019, and has been mired in the legal process for nearly three years. In the meantime, the Olympia City Council

chose to revisit the topic of middle housing after the Legislature's adoption of new approaches in RCW 36.70A.600 and the city's selection for grant funding from the Department of Commerce. Olympia chose to pursue three of the specific actions listed in the statute to increase residential building capacity by focusing on ADUs; duplexes on corner lots; and duplexes, triplexes, and courtyard apartments in more zoning districts.

Similar to other Washington cities, Olympia found that building on the momentum of other broad community discussions about housing affordability led to a greater understanding of the need for more housing opportunities within existing neighborhoods. Adoption under the new state legislation was also very important as it removed the possibility of legal appeals. As a result, the Olympia City Council unanimously passed a second middle housing ordinance on December 15, 2020. With this action there are now fewer restrictions for new ADUs across the city; duplexes are allowed in all residential zones; triplexes and fourplexes are allowed in most residential zones; and sixplexes and courtyard apartments are allowed in one of the city's two low-density zones.

Lessons learned on best practices

Olympia's experience provides several lessons that may be helpful to other cities considering changes to increase missing middle housing.

Lesson #1: Ensure supportive policies in the comprehensive plan

Olympia completed a major rewrite of its comprehensive plan in late 2014, a process that included substantial public outreach and involved thousands of individuals.

The new plan recognized the need to accommodate 20,000 new residents by 2035. To do so, it designated three high-density neighborhoods near its commercial centers to accommodate approximately 75% of that growth. But the plan also called for increasing housing opportunities within low-density neighborhoods, areas that make up over 70% of the city's territory. Plan policies called for:

- A variety of compatible housing types;
- Removing unnecessary regulatory barriers to housing;
- Addressing neighborhood character;
- Blending multifamily housing into neighborhoods; and
- Providing housing variety for all income levels.

This policy framework provided the impetus for a public process to flesh out the details for carrying out these policies.

Lesson #2: Get expert analysis and opinions to identify an appropriate approach for your community

The Olympia City Council chartered a citizen's workgroup to identify barriers in city fees and codes impacting the construction of multi-unit housing in its residential zones, as well as potential solutions. The workgroup consisted of 16 community members with expertise in a broad range of fields including construction, real estate, finance, property management, and neighborhood organizing, as well as city-based renters. Overall, the members brought a thorough knowledge of the local housing market and the community's neighborhoods.

Through discussions and research, as well as public input from two community open houses, the workgroup identified 14 major issues needing deeper analysis. The city also contracted with Thurston Regional Planning Council to analyze the proposal's potential effects on future housing capacity.

At its final meeting, the workgroup reviewed specific recommendations made by city staff in response to the 14 challenging issues the group had identified. This process ensured that the recommendations were based on detailed discussion and analysis that reflected a broad set of perspectives and voices.

Lesson #3: Revisions to zoning provisions should vary according to location and existing development

Missing middle housing provides varying housing types, offers affordability options, and helps accommodate predicted population growth. However, determining which zoning provisions to revise should vary according to location and historic type of development.

The workgroup's analysis was very clear—future population growth in Olympia would continue and increasingly consist of smaller households that are more constrained in their ability to afford and purchase single-family houses. Providing for this future population requires significantly greater variety in housing types and levels of affordability than currently exists. Understanding the existing visual and social context is critical to determining what additional types of housing could be developed over time that are compatible with existing development. Take note of the following considerations:

- Allowing a greater variety of middle housing types near transit may allow opportunities to decrease off-street parking requirements, thus lowering the cost of construction.
- Older neighborhoods may already be experiencing internal conversions of houses into multiple units. Adopting appropriate design standards may encourage this to continue in a way that remains compatible with the established neighborhood aesthetics.

- Recently developed subdivisions that have smaller lots may make it more difficult to locate three or more additional units on them. In these neighborhoods, it may be more appropriate to limit missing middle housing to ADUs, duplexes, or 2-unit townhouses.

Lesson #4: Focus on broad public policy issues and introduce details in bite-sized to improve public discussion

In Olympia's initial process, detailed recommendations were reviewed by the workgroup and unveiled to Olympia citizens all at once in a draft summary document. Graphics and illustrations explained how the proposed changes would apply to duplexes, triplexes, fourplexes, courtyard apartments, cottage developments, and other housing types on lots of various sizes.

However, citizens not familiar with zoning regulations found the complex set of recommendations difficult to comprehend. As a result, the proposal was quickly sloganized by opposing citizen groups, both for and against the overall idea of adding housing units in existing neighborhoods. Once public discussion was effectively reduced to an "all or nothing" debate, it became nearly impossible to regain focus on key public policy details. Detailed points of discussion by the knowledgeable workgroup early in the process never really entered the larger public discussion once social media campaigns began to take hold.

In contrast, other cities began with a broader public discussion of an issue important to everyone in their communities: housing affordability. More detailed proposals were generated out of that broader discussion. In addition, understanding of complex recommendations are improved if individual issues are introduced separately rather than all at once. Olympia's workgroup laid the foundation by identifying these major issues and then discussing each one during its research efforts, often finding several potential alternative solutions to the challenges. Had this information been provided to the public on an issue-by-issue basis, this could have been helpful for the broader public discussion and would have provided greater context to each issue.

Lesson #5: State legislation, especially protection from legal appeals, can provide significant support for local policies

The uncertainty about potential legal appeals presents a significant risk for many cities when addressing difficult policy issues. Important factors that contributed to Olympia's ability to expand its housing options are:

- New support was included in the GMA to do this work, and
- "Safe Harbor" language precluded appeals under SEPA and the GMA to the Growth Management Hearings Board.

Clear legislative support changed the primary question for public discussion in Olympia from whether to increase middle housing options to how to do so. This was a very important distinction that allowed Olympia's second middle housing effort to focus on provisions that would have the most impact in Olympia's housing market.

Special thanks to Leonard Bauer, City of Olympia, for contributing the content for this article.

Resources

www.olympiawa.gov/missingmiddle





Affordable housing

New state law extends incentives for increased residential building capacity & density

In 2019, the Legislature created a grant program (**HB 1923**) to help address the housing affordability crisis throughout the state. Lawmakers sought to encourage cities to select from a detailed list of land use planning activities and prioritize the creation of affordable, inclusive neighborhoods, especially in areas with frequent transit service and infrastructure that supports added residential capacity. **HB 1923** provided temporary incentives—financial support and appeal protection—for jurisdictions over 20,000 in population that adopted two or more identified policies to increase residential building capacity. In addition to planning grants to incentive city action, the adopted policies were not subject to appeal under the State Environmental Policy Act (SEPA) or the Growth Management Act (GMA).

These appeal protection incentives were to expire April 1, 2023 because the Legislature’s goal was to spur early action on the housing crisis. With the passage of **SB 5818** in 2022, the Legislature repealed the deadline for SEPA appeal protection, making the incentive permanent. However, the bill did not amend the GMA appeals safe harbor deadline of April 1, 2023.

Where the policies below make sense, cities should take advantage of this unique opportunity. The appeal protection provides some assurance that after your city goes through the normal robust public process and arrives at a conclusion with potentially difficult votes, you will know that your city is safe from legal appeal.

Eligible activities

Four options for allowing greater density:

1. Increasing residential density in one or more areas near commuter or light rail stations to 50 dwelling units per acre, within an area of at least 500 acres in size that has at least one train station.*
2. For cities greater than 40,000 population: authorizing 25 dwelling units per acre within an area of at least 500 acres that includes at least one bus stop served by bus service at least four times per hour for twelve or more hours.*
3. For cities less than 40,000 population: authorizing 25 dwelling units per acre within an area of at least 250 acres that includes at least one bus stop served by bus service at least four times per hour for 12 or more hours.*

4. Authorize a minimum net density of six dwelling units per acre in all residential zones (this action must result in an increase in capacity to be eligible).

Two methods for promoting specific types of missing middle housing (non-ADU):

1. Authorize at least one duplex, triplex, or courtyard apartment on all parcels in one or more zoning district that allows single family residences unless the city documents a specific infrastructure or physical constraint that would make this unfeasible for a specific parcel.
2. Authorize a duplex on every corner lot within all zoning districts that allow single-family residences.

A very specific set of Accessory Dwelling Unit (ADU) policies:

- Authorize attached ADUs on all parcels with single-family homes where the lot is at least 3,200 sq. ft; and
- Allow attached and detached ADUs on all parcels containing single-family homes where the lot is at least 4,356 sq. ft; and
- Ordinances must not require on-site parking, owner occupancy requirements, or square footage limitations below 1,000 sq. ft for the ADU; and

**In all three of these options, a city cannot require more than an average of one on-site parking space per two bedrooms in the portions of multifamily zones that lie within this area.*

- Must not prohibit the separate rental or sale of ADU and primary home; and
- Impact fees cannot be more than the projected impact of the unit.

Other than these factors, ADUs may be subject to such regulations, conditions, procedures and limitations as determined by the city.

Six permit or development streamlining related actions:

1. Authorize cluster zoning or lot size averaging in all zoning districts that allow single family residences.
2. Adopt a 'transit oriented' subarea plan under RCW 43.21C.420. Preexisting authority that provides SEPA appeal protections to qualifying projects near transit stations.

3. Adopt a planned action in an area containing residential or mixed-use development that is within one half mile of a transit stop or a proposed transit stop that will be built within five years. No environmental impact statement is required.

4. Adopt increases in SEPA categorical exemptions for residential or mixed-use development using the SEPA "infill" authority in RCW 43.21C.229. This authority allows a city to increase categorical exemptions to a virtually unlimited degree where current density and intensity of use is lower than called for in the comprehensive plan. There are several requirements to use this tool, but it is very powerful.

5. Adopt a form-based code or a code based on physical form rather than separation of uses.

6. Adopt the maximum authorized level for the division or redivision of land through the short subdivision process.

Depending on level of interest and available funds, grant support may also be provided to smaller cities. Check with the Department of Commerce.



Using affordable housing zoning to minimize displacement

One action step that is often taken to increase the housing supply is to change local zoning, or to 'upzone,' to allow for a greater amount of housing in the same amount of space. One unintended consequence of such upzoning, however, is the potential for an increased risk of gentrification and displacement. A relatively new zoning tool is being used that could potentially address this risk: affordable housing overlay zones.

What is gentrification and displacement?

The Puget Sound Regional Council (PSRC) offers the following definitions in its Vision 2050 Draft:

- **Gentrification:** The influx of capital and higher-income, and oftentimes more highly educated residents, into lower income neighborhoods.
- **Displacement:** The involuntary relocation of current residents or businesses from their current residence. This is a different phenomenon than when property owners voluntarily sell their interests to capture an increase in value. Physical displacement is the result of eviction, acquisition, rehabilitation, or demolition of property, or the expiration of covenants on rent- or income-restricted housing. Economic

displacement occurs when residents and businesses can no longer afford escalating rents or property taxes. Cultural displacement occurs when people choose to move because their neighbors and culturally related businesses have left the area.

Broad rezoning efforts often result in gentrification and displacement for the most marginalized families and individuals. One common assumption is that increased housing supply will result in lower housing prices. While this supposition is broadly true, especially on a macro scale, it does not always result in an increased amount of housing that is affordable to low and low-moderate income households (such as those at 50-80% and 80-100% AMI levels), especially in hot real estate markets where demand greatly exceeds supply. How to address those unintended consequences is a complicated issue for any local government to tackle.

A new approach: Affordable housing overlay zones

Creating affordable housing overlay zones (AHOZ) is a relatively new approach being considered by several communities throughout the U.S. to address the issue of gentrification and displacement that can result from upzoning. This type of overlay zone would be added to a local government's zoning map and zoning/development codes, which would provide substantial density bonuses (beyond traditional density bonuses) and other development incentives for housing projects with high percentages of below-market-rate housing units. While it appears that this specific AHOZ tool has not yet been used in Washington State, it has been adopted and incorporated into local zoning codes in other parts of the U.S.

How does an overlay zone system actually work? In essence, an overlay zone 'floats over' existing, designated zone(s) on the zoning map and affixes to a specific parcel only if a developer met certain conditions. For example, a sample city's AHOZ program might look like this: Single-family zoning standards would apply to all parcels within a designated 'single-family zone' and would only allow single-family residences to be built at a set intensity level, unless a developer proposed a 100% affordable housing project on a specific development site. If that proposal met the program requirements, then the AHOZ would be triggered and 'overlaid' onto that piece of property, which would allow the increased density and height limits, as well as expedited development review.

Benefits of an AHOZ

Affordable housing development is challenging and difficult, due in part to:

1. High land costs;
2. Competition from market-rate developers who can usually afford to pay more than nonprofit and public affordable housing developers; and
3. Discretionary review (such as those triggered by a 'conditional use' designation), which can add significant cost, unpredictable delays, and risk for any housing developers

AHOZ density bonuses allows more units per acre to be built, which reduces the per unit cost. Because the density bonus will likely only be used by nonprofit and public

housing developers, the market price of land will presumably be based on how the land could be developed without the density bonus, which should make it easier for those types of developers to acquire land for their housing projects. Treating AHOZ projects as 'by right' permitted uses in a zoning code will reduce the extra time and expense needed when an applicant is required to go through a discretionary development review process, such as those typically required for conditional uses.

Resources

UC-Berkeley, Turner Center for Housing Innovation Case Study: Affordable Housing Overlay Zones: Oakley, April 2019



Addressing the impact of short-term rentals on affordable housing

Short-term rentals (STRs) have been in existence for several decades but widespread use of them exploded with the advent of online platforms such as Airbnb and VRBO. The STR market took a major hit during the early days of the COVID-19 pandemic, but its popularity has been rising now that more people are traveling again.

This accommodation option has recently been facing increased local government scrutiny, however, as more becomes known about the impact that STRs have on the supply of affordable housing.

Effect on the local affordable housing supply

While not the primary cause of affordable housing problems, many experts believe that STRs do have a negative impact on affordable housing at the local level, especially in high-tourism communities. Several organizations and publications, such as Pew Charitable Trusts and Harvard Business Review (HBR), have conducted research showing that as the number of short-term rentals increase in a community, the quantity of affordable housing units decrease.

The authors of a 2019 HBR article focusing on the effects of Airbnb observed that, "because of Airbnb, absentee landlords are moving their properties out of the long-term rental and for-sale markets and into the short-term rental market." The authors noted that as absentee landlords reduce the housing

supply, it increases the housing cost for local renters:

(I)n aggregate, the growth in home-sharing through Airbnb contributes to about one-fifth [or 20%] of the average annual increase in U.S. rents and about one-seventh [or 14%] of the average annual increase in U.S. housing prices.

But what about non-absentee property owners using online platforms like Airbnb to rent out their properties? The HBR researchers found that "owner-occupiers" who rent out their spare rooms or even an entire house (when they are away for a set period of time) to short-term visitors using a virtual house-sharing platform do not impact the long-term rental market.

Local regulations that address affordable housing concerns

Affordable housing impacts caused by the conversion of long-term housing to short-term rental use are such a concern that it is becoming a major rationale for regulating STRs. Several Washington cities have adopted plans and STR regulations that explicitly identify the impact on affordable housing as a major policy rationale. One example of local regulation is Chelan County. In addition to having a clear affordable housing policy statement, Chelan County has recently updated its STR regulations to provide more flexibility for owner-occupied units. These are categorized as "Tier 1" rentals and must meet one of the following characteristics:

1. Is a room in a dwelling in which the owner is personally present during the rental period;
2. Is a unit located on the same parcel as the owner's principal residence and the owner is personally present during the rental period, or;
3. Is the entire dwelling, which is rented for no more than 15 total days in a calendar year provided that an on-site qualified person is there during the owner's absence.

STRs that don't meet one of these three Tier 1 criteria are categorized as Tier 2 or Tier 3 and are more strictly regulated by the county, in large part due to affordable housing concerns. In fact, the Chelan County code requires that new short-term rentals deemed to be Tier 2 and/or Tier 3 "cannot be located in specified areas where short-term rentals make up more than the maximum share of the total housing stock in [those specifically identified] residential zoning districts..." For most of the specified areas in Chelan County, the maximum share is 6%, with two exceptions being the Manson urban growth area (UGA) at 9% and the Peshastin UGA at 0%.

There may be many reasons behind a local government's decision to regulate or not regulate the local STR market. For those communities wrestling with a tight housing supply and a strong tourist/visitor market, however, affordable housing is another significant policy factor to weigh when a local government is considering how strictly to regulate short-term rentals.

Multifamily housing bonds

As cities and counties grapple with mounting housing insecurity, they are increasingly considering issuing bonds to support the production of rental housing that is affordable to working families. Housing is infrastructure and can be an eligible purpose for public borrowing, using both tax-exempt and taxable bonds.

Types of bonds

Raising funds through borrowing at tax-exempt interest rates is a long-standing practice utilized by state and local governments for all types of infrastructure projects. Governmental entities can issue three types of tax-exempt bonds to finance affordable housing:

- Governmental bonds
- “Volume cap bonds”¹
- Qualified 501(c)(3) bonds

Local governments regularly issue governmental bonds for core governmental purposes, such as schools, libraries, roads, fire trucks, and administrative buildings. As housing pressures mount, governments are increasingly treating housing as a core governmental function. Projects that qualify for governmental bonds generally must be owned

and operated by a governmental entity (such as the county, city, public development authority, or housing authority) and have traditionally served residents at or below 80% of area median income.

The role of partnerships

Although cities and counties are permitted to issue bonds for housing, most have delegated this responsibility to local housing authorities. The 37 city and county housing authorities in the state can issue both governmental and private activity bonds (as defined below). Many are frequent issuers of housing bonds, and own and operate affordable rental housing for their establishing jurisdictions. This partnership between local housing authorities and their establishing city or county can free local governments from the business of running housing projects, which requires special expertise and attention.

Alternatively, a government can issue bonds and loan the proceeds to another entity that is responsible for developing the housing. In such cases, the type of bond issued will depend on who owns and operates the housing. If a 501(c)(3) nonprofit entity is the owner and operator, the bonds could be qualified

501(c)(3) bonds. If the owner and operator is a for-profit entity—or if it is a nonprofit entity or housing authority that has partnered with a for-profit entity—the bonds issued would be volume cap bonds. The latter category of bonds, and indeed 501(c)(3) bonds, are considered “private activity bonds” because the owner and operator is not a governmental entity.

Local housing authorities, certain public development authorities,² and the Washington State Housing Finance Commission (HFC) are frequent issuers of private activity bonds for housing. HFC is the designated statewide issuer of “conduit” private activity bonds for housing, both volume cap and qualified 501(c)(3) bonds. HFC issues bonds, and loans the proceeds to private developers (both for-profit and nonprofit) to buy or build housing throughout the state.

Project requirements

When issuing governmental bonds for housing, local housing authorities are required by state statutes to set aside at least half of the project (by units or square footage, whichever is larger) for low-income residents. “Low-income residents” has historically been

¹Also referred to as “qualified residential rental bonds” or “142(d) bonds” because of the governing section of the Internal Revenue Code for this type of bond. The federal government imposes a per capita limit (currently \$105 per person) on the amount of certain types of private activity bonds that can be issued within each state each year. In 2019, Washington State’s total private activity bond volume cap allocation was \$791,237,055. The state, through the Department of Commerce, further allocates the private activity bond volume cap among exempt facilities, housing, small issue, and student loan categories—with housing traditionally receiving the largest share of the annual allocation. Ch. 39.86 RCW, WAC 365-135.

²Community Roots Housing and the Seattle Chinatown International District Preservation and Development Authority are both issuers of housing bonds.

interpreted to mean residents with incomes at or below 80% of area median income.³ The other half of the project may be rented to tenants paying market rents. When housing authorities, public development authorities, or the HFC issue volume cap bonds, federal tax law requires that the projects reserve 20% of the units for residents earning no more than 50% of area median income or 40% of the units for residents earning no more than 60% of area median income. In most cases, because volume cap bonds trigger the project's eligibility for federal low-income housing tax credits (LIHTC),⁴ in order to maximize the LIHTC investment most of these housing projects will be 100% low income, at 60% of area median income.

Paying back the bonds

The debt service on private activity bonds issued by housing authorities and the HFC is usually paid from rents generated at the projects. From time to time, local housing authorities will pledge other unrestricted funds to pay debt service. Because the cost of developing housing is high, the project rents are usually insufficient to repay traditional forms of debt needed to make a

housing project affordable to lower income residents. Many affordable projects have multiple funding sources—including bonds, LIHTC investment, and state Housing Trust Fund loans—which reduce the cost of borrowing. However, even with these multiple sources, a gap between the funding available and the costs of development often remains. By providing an additional source of funding to a project, local governments can help “plug the gap” to ensure the affordable housing development can be built.

A new tool for debt service

The new sales tax credit provided by **HB 1406**⁵ in 2019, as updated in 2020 by **HB 1590**,⁶ has sparked interest among local governments in issuing bonds backed by the sales tax revenues. Building upon existing partnerships, cities and counties can assist their local housing authorities, private developers, and nonprofit organizations with plugging the gap when they buy and build affordable housing by issuing governmental bonds. The bonds issued would likely be taxable to provide for maximum flexibility.⁷

The bond proceeds can be used to establish a local “trust fund” which could lend money to affordable housing developers to build or operate select projects. The new revenues provided by the tax credit could then be used annually to pay debt service on the bonds. Jurisdictions could establish either a single jurisdiction trust fund or a pooled trust fund to which other jurisdictions could contribute either bond proceeds or sales tax revenues to pay debt service on a pooled bond issue. In addition to the state Housing Trust Fund, which is funded with state-issued bonds and managed by the Department of Commerce, trust fund models exist in many jurisdictions. For instance, the cities of Seattle, Vancouver, and Bellingham housing trust funds are funded from housing levies; Spokane's trust fund is funded from document recording fees.

The state and local trust funds play an important role in ensuring the success of affordable housing projects.

Special thanks to Faith Li Pettis at Pacifica Law Group for submitting this article.

³See for example, RCW 84.14.010(8) and RCW 84.52.105.

⁴The federal LIHTC program is an incentive program, as opposed to a subsidy program, that provides a dollar for dollar tax credit to investors in affordable housing projects. It's one of the most successful affordable housing production programs in U.S. history, having created about 2,000,000 units of housing since inception. The equity provided to a project from tax credit investors is a significant source of funding for many affordable housing developments and is triggered by the issuance of volume cap bonds. Because of the importance of the LIHTC as a capital source for financing housing, qualified 501(c)(3) bonds for housing are infrequently issued – they do not bring with them the LIHTC.

⁵**SHB 1406**, Chapter 338, Laws of 2019. Note that **HB 1406** does not establish a new tax, but provides a credit against the state sales tax collected in a jurisdiction. It is not an additional tax to consumers.

⁶**HB 1590**, Chapter 222, Laws of 2020, allowing the sales tax established by **HB 1406** to be imposed by councilmanic authority.

⁷Use of tax-exempt governmental bonds may preclude LIHTC investment or private ownership and development of the project.

Land Acquisition Program

The Washington State Housing Finance Commission's Land Acquisition Program (LAP) offers low-interest loans to help nonprofit and public organizations buy land for the eventual development of affordable housing. In acquiring land under LAP, cities and their housing partners can respond quickly to secure development sites as the properties become available on the market, and not have to wait until all the financing is assembled for construction costs.

Original program

- Eligible borrowers: nonprofit housing assistance organizations, local governments, housing authorities, and tribal authorities
- Secured site must be developed within eight years of financing
- Housing can be either multifamily or single-family units
- Housing must target populations at or below 80% of area median income
- Rental housing must remain affordable for at least 30 years

Expanded program

The Expanded Land Acquisition Program (ELAP) is a partnership between the Housing Finance Commission and Microsoft Corporation that enables developers to purchase land and improved real property in east King County and develop it later for affordable rental housing or single-family homes.

Created in 2020, ELAP is a revolving loan program administered by the Commission using capital provided by Microsoft.

Key features

- Limited to the communities of East King County, especially the target areas of Redmond, Bellevue, Kirkland, Issaquah, Renton, and Sammamish.
- Open to all development entities, including for-profit companies as well as local governments, local housing authorities, nonprofit organizations, and tribes
- Housing can serve people who earn up to 120 percent of area median income
- Housing must remain affordable for at least 35 years

Loan details

LAP

LAP loans carry a 1% interest rate with a 1% loan fee and a maximum term of eight years. Although loans may be outstanding for up to eight years, it is anticipated that most loans will be repaid within four to six years.

Interest payments are deferred for the term of the loan, which is intended to be paid off with the proceeds of construction financing in order to recycle the funds for use in future transactions. Specific terms and conditions of the loans are set forth in a loan agreement and deed of trust.

The program has no maximum loan amount. However, LAP is not intended to cover 100% of site acquisition costs. The average loan amount of the projects financed to date is \$675,000.

ELAP

ELAP loans can be made in any amount; however, ELAP is not intended to cover 100% of site acquisition costs. The ELAP loan may not be used for predevelopment expenses. The ELAP loan will cover a maximum of 75% loan-to-land value.

ELAP loans have a 5% interest rate with an estimated 1% loan fee and a maximum term of 3 years with a 2-year extension available. Interest and principal payments may be deferred for the life of the loan.

The interest rate on an ELAP loan may be reduced by up to 3% (at the sole discretion of the credit committee) for the life of the loan in the event of certain changes to local ordinances or regulations that meaningfully and positively impact affordable housing projects (beyond just the ELAP project in question).

How to apply

Applications for LAP are accepted continually; projects are considered based on fund availability. Strong consideration will be given to applications that propose leveraging LAP funds with other financing sources.

Resources

Washington State Housing Finance Commission (WSHFC)
www.wshfc.org

Revising city regulations to encourage accessory dwelling units

Accessory dwelling units (ADUs) have been around for decades. In many parts of Washington State, the concept is accepted and local governments have revised their regulations to accommodate such housing. Even so, the number of ADUs created in accordance with local standards has remained relatively low, due in part to the difficulty in meeting those regulations and the associated costs. In response, local governments are reconsidering their standards and discussing how to make them easier to meet.

What is an accessory dwelling unit (ADU)?

An accessory dwelling unit (ADU) is a small, self-contained residential unit located on the same lot as an existing single-family home. They are sometimes referred to as “mother-in-law apartments.” An ADU has all the basic facilities needed for day-to-day living independent of the main home, such as a kitchen, sleeping area, and a bathroom.



There are two types of ADUs:

1. Attached ADU, which may be created as either:

- a. A separate unit within an existing home (such as in an attic or basement); or
- b. An addition to the home (such as a separate apartment unit with its own entrance).

3. Detached ADU, created in a separate structure on the lot (such as a converted garage or a new “backyard cottage”).

Reasons for allowing ADUs

State law (RCW 43.63A.215 and RCW 36.70A.400) requires that certain cities and counties adopt ordinances to encourage the development of ADUs in single-family zones, by incorporating the model ordinance recommendations prepared by the Washington Department of Commerce. In addition to just meeting a statutory mandate, however, ADUs have also helped local jurisdictions meet their Growth Management Act goals to encourage affordable housing and provide a variety of housing densities and types, while still preserving the character of single-family neighborhoods. From a planning perspective, it is considered by many to be a “gentler” method for accommodating population growth in a community.

In 2020, the Washington Legislature passed a bill (**HB 2343**) which expanded on a bill passed the previous year (**HB 1923**) which offered \$100,000 in grant funds if a city commits to adopting at least two actions that are intended to increase local residential capacity (see article on pg. 29). Such adopted actions are also exempt from GMA and SEPA appeals.

1. Authorize in one or more zoning districts in which they are currently prohibited;
2. Remove minimum parking requirements;
3. Remove owner occupancy requirements (but see change in 2021 below);
4. Adopt new square footage requirements that are less restrictive;
5. Develop local programs that offer financing, design, permitting, or construction for homeowners to build ADUs, with the option for the city to impose an affordability requirement for home ownership or when renting the unit.

State preemptions

Also in 2020, the Legislature passed **SB 6617** which prohibits cities from requiring on-site parking for ADUs that are within a quarter mile of a major transit stop. There are two significant exceptions to this preemption. If a city has adopted or significantly amended their ADU ordinances within the prior four years, they are grandfathered in and the provisions of the bill do not apply. If a city desires to require on-site parking for ADUs near transit they may do so, but they must provide an evidence-based justification, such as lack of on-street parking capacity.

Passed in 2021, **SB 5235** prohibits cities from regulating the number of unrelated persons who occupy a household or dwelling unit—including ADUs, unless for building safety and health reasons. Notably, the Legislature did provide an exception for short-term rental units.

Communities reconsider ADU requirements

Many local governments in Washington State and elsewhere are reexamining their “standard” ADU requirements and questioning the rationale behind them, especially given the low production rate of new accessory dwelling units.

As a result, communities are considering changes to ADU regulations, such as:

- **Unit size:** Most current ADU standards set a maximum size (for example, 800 square feet), but some communities are considering an increase to their limit to provide more flexibility.
- **On-site parking:** Some local governments are looking at a reduction or elimination of standards requiring on-site parking spaces for the ADU’s occupants, especially in areas where there is adequate on-street parking.
- **Detached ADUs:** Most codes only allow attached ADUs, but more communities are expanding regulations to permit detached ADUs (which are usually required to be placed in the back half of a residential lot). Even if allowed, the high cost of constructing “backyard cottages” may limit the number that actually get built.
- **Owner-occupancy:** Most codes require that the property owner needs to occupy either the primary or accessory unit, but some communities have removed this requirement.
- **Allowing more than two dwelling units:** A “cutting edge” regulatory change is to increase the maximum number of dwelling units on a single-family lot to three (by allowing one primary dwelling unit, one attached ADU, and one detached ADU).

In addition, some cities are providing a set of architectural plans that meet the city requirements and reduce the cost to build an ADU. To streamline the permitting process for homeowners who want to add an ADU on their property, the cities of Olympia, Tumwater, and Lacey have teamed up with the local architect firm, Artisans Group, to design four ADU plans. This takes the cost of the design work out and since the building plans are pre-approved, the permitting process is streamlined because the city will just need to approve the site. Of course, the cost to build an ADU is still significant and can vary as there are many factors, including the site work that needs to be done to the finishes used for the ADU; but the rough estimate is about \$150,000 to \$200,000.

Regardless of how local governments decide to regulate them, ADUs may be a viable approach to address a community’s growth and affordable housing goals. Just be sure regulations and development review process aren’t so burdensome that property owners end up not creating these dwelling units or building an ADU without obtaining the required permits.

Affordable housing

A Regional Coalition for Housing (ARCH): 15 cities & a county working together

A Regional Coalition for Housing (ARCH) is a partnership of 15 cities in East King County and the county government itself dedicated to advancing affordable housing in the region. Originally created in 1992 following recommendations of a citizens' commission, ARCH supports member governments by developing housing policies, strategies, programs, and development regulations; investing local resources in affordable housing developments; administering affordable housing programs; and assisting people looking for affordable rental and ownership housing.

ARCH is governed by its member cities, with an executive board made up of the chief executive officers of member cities. A Citizen Advisory Board provides recommendations on local funding allocations, which are made through a Housing Trust Fund that invests pooled funds into project loans and grants. ARCH's work program and administrative budget is determined annually by its member cities.

ARCH has led and supported a variety of housing policies and programs, notably the early adoption of inclusionary zoning in several communities, surplus

land programs, and encouraging regulatory flexibility to support diverse housing types such as accessory dwelling units. ARCH staff also administer incentive and inclusionary housing programs on behalf of members, and provide ongoing monitoring of housing created by city programs and investment. On the capital side, ARCH helps cities pool resources they allocate for affordable housing within the member cities. Cities are willing to co-fund projects through grants and loans with the long-term goal of creating affordable housing throughout East King County that serves a range of needs. ARCH also provides ongoing monitoring of housing funded by cities.



City of Bellingham housing levy

The Bellingham housing levy was approved by the voters in 2012, imposing a tax of 36 cents per \$1,000 of assessed property value, generating \$3 million per year. It was renewed in 2018 at the same rate, which now generates \$4 million per year over a ten-year period for the Bellingham Home Fund. The Bellingham Home Fund provides safe, affordable homes and supportive services to seniors on fixed incomes, people with disabilities, veterans, and low-income families. An Administrative and Financial Plan approved by the Bellingham City Council guides the use of the funds.

In 1995, the Washington State Legislature enacted RCW 84.52.105, which authorizes cities, counties and towns to impose an additional regular property tax levy of up to 50 cents per \$1,000 of assessed value of property for up to ten consecutive years. The ability to propose a levy under this statute requires a city, county or town to declare an emergency with respect to the availability of affordable housing.

Rental & transitional housing

The Bellingham Home Fund supports the development of new rental housing units for households that earn less than 60% of the area median income. Funds have been used for preservation of housing, critical repairs, weatherization and accessibility.

Homeownership

Since 2002, the City of Bellingham has partnered with the Kulshan Community Land Trust and, more recently, with the Washington State Housing Finance Commission to help with down payment and closing costs for low-income households. Since 1977, the city has offered financial assistance to low-income homeowners to repair their homes. In 2013, the Bellingham Home Fund allowed the city to support expanding the Opportunity Council (a private, nonprofit Community Action Agency serving homeless and low-income families and individuals) services to repair and weatherize owner-occupied manufactured homes.

Rental assistance & services

Bellingham allocates the Home Fund, federal HUD funds, affordable housing sales tax funds and other and city funds to support housing and social services for low-income people in the community. These funds also support rent subsidies and emergency shelter.

Some of the Home Fund's major initiatives include:

- Homeless Outreach Team (Whatcom Homeless Service Center)
- Project-based services in permanent supportive rental housing developments (Catholic Community Services, Opportunity Council, Sun Community Service)
- Housing units – over 680 built or maintained with the help of the Home Fund
- Housing services (Lydia Place, YWCA, Domestic Violence and Sexual Assault Services, Northwest Youth Services, Opportunity Council)

Resources

www.cob.org/services/housing

Affordable housing City of Bellingham housing levy

Community Land Trusts

Community Land Trusts (CLTs) are nonprofit organizations that provide affordable homeownership to current and future generations of income-qualified buyers through a leasehold model. Homeowners purchase the structure of the home at a subsidized price; the land under the home is held in trust and the homeowners lease the land from the nonprofit for a modest monthly fee.

There are over 225 CLTs in 38 states. Thirty CLTs have been established in the Pacific Northwest since the 1990s, with 17 in Washington. CLTs have proven to be a very effective model in Seattle, Bellingham, Spokane, Portland, and other communities around the country.

CLTs acquire land from public surplus, direct purchases, and donations. CLT homes may include both multi-home developments in a neighborhood and scattered site programs where homeowners find a home they wish to purchase, and the property is brought into the CLT as part of the purchase process.

Removing the cost of the land from a home purchase is one part of subsidizing the overall price of CLT home. In a “hot” housing market, the increasing land value is a substantial part of the cost of a home. Increased costs of labor and materials for new construction require that new CLT homes subsidize the cost of the structure as well.

Homes remain permanently affordable through a resale restriction that limits the appreciation of the home to a formula. In exchange for purchasing a home at well below market rate, CLT homeowners agree to a limit on the amount of equity they can realize when they sell the home. An agreed-upon formula caps their equity growth at fair return as defined by the U.S. Department of Housing and Urban Development. CLT homeowners build equity within the agreed limit and use that equity to move up the economic ladder.

Even if property values in the area skyrocket, the home remains comparatively affordable forever. A CLT balances the multiple goals of asset-building for low- and moderate- income households, preservation of affordability over time, and the protection of neighborhood vitality.

CLTs also provide post-purchase support to owners, including assistance in times of financial distress. As a result, CLTs have an established track record of very low default rates. In 2008, CLTs had a foreclosure rate of 0.52% nationally, compared to over 3.3% for conventional home buyers.

Owner membership in the CLT and owner representation in governance, such as board service, are what distinguish CLTs from other affordable homeownership models. The ground lease confers eligibility for membership in the organization. One-third of the board of directors are homeowners, joining local housing advocates, city officials, and other interested community members.

CLT homeowners may make further improvements to their house just as any homeowner would. Homeowners reap all the tax benefits of homeownership and can leave the home to their heirs or anyone else they designate.

CLT homes span the full spectrum of home types – single-family detached, duplexes, triplexes, townhomes, cottages, and condominiums. In the case of condominium homes, resale restrictions and membership rights are secured through a deed restriction rather than a ground lease. Cities may use CLTs to preserve affordability of homes created through density bonus agreements with for-profit builders.

Resources

Northwest Community Land Trust Coalition www.nwcltc.org

Inclusionary zoning: Mandatory programs

One method for addressing the affordable housing problem is use of a regulatory tool called “inclusionary zoning.” Inclusionary zoning requires affordable units to be included within new residential development projects, or payment made for construction of such units elsewhere in the community.

There are two basic types of inclusionary zoning: voluntary and mandatory. Under a voluntary program, it is up to the developer to decide whether or not to use various incentives or bonuses in exchange for providing a specified number of affordable units. However, such programs are not used very often, with developers usually opting to choose the simpler path of building only market-rate housing.

Conversely, a mandatory program requires the construction of a minimum number of affordable units or an “in lieu of” payment. Communities with a mandatory program usually provide an additional density bonus if the number of affordable dwelling units goes beyond the mandated minimum. This article focuses primarily on mandatory programs.

Who uses inclusionary zoning?

More than 500 cities in the U.S. use inclusionary zoning, including Boston, Denver, New Orleans, Portland, Sacramento, San Francisco, San Diego, and Washington D.C. In Washington State, there are a few cities that use inclusionary zoning, and more that are actively considering it.

Successful examples in Washington State are Redmond and Federal Way. Redmond’s affordable housing regulations, which have been in place since 1995, provide long-term affordable “contracts” on nearly 500 dwelling units. The City of Federal Way has also created a sizable amount of affordable units through its inclusionary zoning provisions.

Elements of inclusionary zoning

Mandatory inclusionary zoning regulations usually specify the following:

- **Minimum quantity** of affordable units to be provided, which is usually a percentage of a development’s total number of dwelling units. For example, Redmond requires a minimum of 10%, while Sammamish has a sliding scale, based on the affordability level of the provided housing units. Developers in Sammamish are also using the city’s affordable housing “bonus pool” to produce more market-rate and affordable dwelling units.



- **Targeted income range** of households to be served by the affordable units. For instance, Redmond’s target population is “those who make equal to or less than 80% of the King County median household income adjusted for household size,” while Federal Way defines “rental affordable housing” as dwelling units affordable to those with incomes at or below 50% of King County’s median income.
- **Time period** within which the designated units must be maintained as affordable. For example, Issaquah requires those units to remain affordable for a minimum of 50 years.
- **Geographic scope** of such regulations. Inclusionary zoning is usually limited to designated areas such as a downtown or mixed-use development areas, although they may be applied throughout your community. For example, Redmond includes its downtown and seven other neighborhoods, while Issaquah’s mandatory program is limited to the Central Issaquah Urban Core.

On a practical note, a local government should ensure that the increased development capacity resulting from an upzone will offset the added costs to the housing developer of providing the affordable units. Otherwise, neither the market-rate nor affordable housing units will be built.

Pros & cons of inclusionary zoning

In an active housing market, inclusionary zoning results in the production of more affordable housing for low- and moderate-income residents. Inclusionary zoning can also result in buildings and neighborhoods that have a mix of income levels, without having to rely on taxpayer funds to provide them.

On the “con” or consideration side, it is important to tailor your program to fit your local housing market. If the market is not strong enough, mandatory affordability requirements could cause developers to not to build any residential housing, which may exacerbate the affordable housing issue. Cities should review the programs of their peers to consider administrative and monitoring responsibilities.

Legal basis for inclusionary zoning

State law (RCW 36.70A.540) provides authority for Growth Management Act (GMA) cities and counties to establish mandatory requirements for the inclusion of affordable housing under certain circumstances. That statute allows a GMA city or county to require a minimum number of affordable housing units that must be provided by all residential developments in areas where the city or county decides to increase residential capacity. Before establishing such a requirement, a city or county must determine that such a zone change would further local growth management and housing policies.

The pros and cons of inclusionary zoning should be carefully reviewed before implementing such a program. But, if your community has an affordable housing problem and strong demand for market-rate housing, it is a regulatory tool that should be considered.

Density bonus: Voluntary inclusionary zoning

As cities throughout Washington State struggle to bring more affordable housing units into their communities, there is one tool at their disposal which has flown under the radar – but deserves a much closer look and more attention. It’s called “density bonus.”

Providing density bonuses is a regulatory mechanism that municipalities have in their existing toolbox – and can use right away to encourage the development of affordable housing and other public benefits. It does so by providing developers a bonus of market-rate dwelling units in exchange for their commitment to build affordable dwelling units for low- or moderate-income households.

State regulations, and the city regulations that flow from them, enable jurisdictions to offer voluntary inclusionary zoning programs that provide incentives or bonuses for increased density to developers. Combined with that authority, our state’s Growth Management Act (GMA) allows cities to offer incentives for the development of low-income housing units (RCW 36.70A.540). These incentives include density bonuses, height and bulk bonuses, fee waivers or exemptions, parking reductions, and/or expedited permitting.

Under WAC 365-196-410 and the housing element of its Comprehensive Plan, each city/county must develop a housing element that identifies and meets housing needs. Density bonuses can be offered both to meet the

housing goals and policies of the Comprehensive Plan as well as the purpose and intent of the zoning districts.

Renton uses its density bonus to encourage the creation and preservation of affordable homeownership in partnership with a local non-profit organization. The city has implemented affordable housing incentive programs for low-income housing units under Density Bonus Review (RMC 4-9-065) for developments that allocate some of the units to be affordable for 50 years. Renton also encourages the development of new income-restricted units through fee waivers and the Multi-Family Tax Exemption (MFTE) program as well.

Renton sets annual income restrictions at 80 percent of the area median income (AMI) for ownership housing and owner-occupied housing, or 50 percent AMI and below for rental housing. The AMI figure is adjusted for household size. Density bonus review occurs concurrently with other required land use permits or can be reviewed under administrative site plan review requirements.

Recently in Renton, a residential homeownership development was approved with a density bonus as part of the Earlington Village project a Planned Urban Development consisting of 60 multi-family townhomes. The developer secured approval to build at a density of 18 dwelling units per net acre using the allowed bonus density provisions.

In return, the project developer provided seven three-bedroom dwelling units to a non-profit homeownership organization that could assure a 50-year compliance of income-qualified residency and permanent affordability. These seven homes were placed in trust with Homestead Community Land Trust (Homestead). Homestead managed the initial sale to the first income qualified buyers and will provide compliance management and stewardship support to homeowners throughout the compliance period.

Renton requires that affordable units must be provided in a range of sizes and with features comparable to market-rate units. Additionally, low-income units must be distributed throughout the development and have the same functionality as the other units in the development. Some documents used to secure agreements between Renton, the developer, and the Homestead included an Affordable Housing Restrictive Covenant, Affordable Homeownership Program Agreement, and Use Agreement.

The result of weaving the density bonus into the Earlington Village project is that two important goals are achieved: First, additional middle market housing types and more density is created; and second, affordable units are added – in a way that brings affordable homeownership opportunities to first-time home buyers who otherwise struggle to find them. That’s a win-win for Renton and the region.



Affordable housing

Multifamily tax exemption: A newly expanded incentive to help create affordable housing

The Multi-Family Housing Property Tax Exemption (MFTE) program began in 1995, codified as Chapter 84.14 RCW, to incentivize residential development in urban centers, designated as “residential targeted areas.” It encourages the development of multifamily housing by exempting the value of new housing construction, conversion, or rehabilitation from property taxes. A local government may choose to offer an 8-, 12-, or 20-year tax exemption. Twelve and 20-year programs must require that a certain percentage of the housing be affordable to low or moderate income households.

The 2021 Legislature significantly amended the MFTE program through **SB 5287**:

Smaller jurisdictions now eligible

Until 2021, only the largest jurisdictions in Washington were able to offer an MFTE program. In 2021, the Legislature provided an opportunity for any city that was not already eligible to offer MFTE programs. Cities who qualify under this new provision may provide a 12 or 20 year exemption (RCW 84.14.010(3)(d)).

A 12-year extension for existing MFTE projects

With **SB 5287**, MFTE projects may be extended for an extra 12 years for 8- or 12-year programs that have existing property tax exemptions that are within 18 months of expiration. This action requires city approval. The extension requires specific affordability requirements

and requirements for building owners, such as tenant notice and relocation assistance. New extensions are not permitted starting January 1, 2046. This program is currently time-limited but may be extended if a legislative review demonstrates that the 12-year extension is well-used.

Project extensions for COVID delay

Under the MFTE program, projects must be completed in three years with an optional two year extension. To mitigate delays associated with COVID-19, for applicants that submitted prior to February 15, 2020, local governments may choose to extend the completion deadline for an additional five years. The five-year extension would begin immediately following the completion of any outstanding applications or previously authorized extensions, whichever is later.

New, 20-year exemption for permanently affordable ownership housing

Until January 1, 2032, local governments may offer a 20-year property tax exemption if 25% of the units are sold as “permanently affordable” to households earning 80% of the area median income (AMI) or less. The other units may be rented or sold at market rates. The jurisdiction may charge a fee

to cover administrative fees to manage the units. The development must be sponsored by a non-profit or governmental entity and is subject to a 99-year resale restriction to ensure permanent affordability. Different requirements apply depending on the entity offering the program.

Other changes to the program have also been made, including changes to definitions and reporting requirements. The Legislature also directed the Washington State Department of Commerce (Commerce) to undertake several tasks related to the MFTE program. Commerce is leading a study of the MFTE programs implemented throughout the state. The agency will also develop an MFTE Administration Workbook for use by jurisdictions interested in developing, implementing, monitoring, and updating an MFTE program. Most of the work will be complete in 2022.

Several cities have adopted multifamily property tax exemption ordinances including Auburn, Bellevue, Bellingham, Bremerton, Everett, Ferndale, Issaquah, Kent, Lakewood, Lynnwood, Renton, Seattle, Shoreline, Spokane, Tacoma, Vancouver, and Wenatchee.

Resources

Commerce – MFTE Program

Affordable housing

Bremerton addresses housing affordability & chronic homelessness

The City of Bremerton is working to expand their assistance to low-income residents and to help the chronically homeless facing addiction and mental health issues.

Bremerton has seen demand increase for affordable housing and services in recent years, with an increase in rent burdened households of 8.5% from 2010 to 2020. Additionally, chronically homeless individuals who face addiction and mental health issues struggle to keep their housing. Kitsap County's 2019 point-in-time homeless count indicates that some of the most common causes of homelessness are eviction & loss of housing, mental health issues, job loss, family conflict, and substance use.

The City of Bremerton has implemented a two-pronged approach to address affordability and chronic homelessness—helping to keep people in their homes and expanding access to mental health care and substance abuse treatment.

Rental assistance & weatherization

The city's 2022 budget funded \$100,000 for rental assistance and \$100,000 in weatherization upgrades for low-income residents. The rental assistance program, administered through the Bremerton Housing Authority, offers help with short-term rent payments, eviction prevention, and security deposits. The Bremerton Housing Authority has also matched the city's \$100,000 contribution to rental assistance.

The city's weatherization and minor home repair program, administered through Kitsap Community Resources, provides help to lower energy bills—reducing costs for seniors and low-income home residents so they can stay in their homes.

Following the passage of **HB 1406** in the 2019 legislative session, the city pursued the sales tax credit for supplemental funding of the rental assistance and weatherization programs. The support from **HB 1406** for rental assistance will reach more low-income renters and homeowners across the city.

Land acquisition assistance

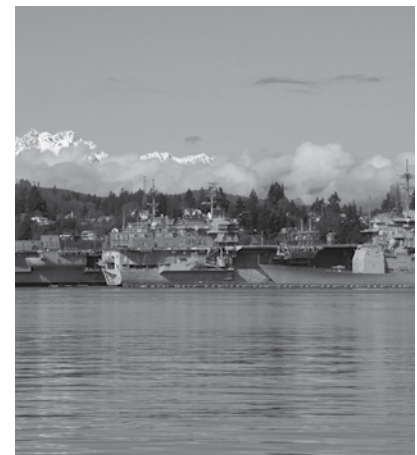
Bremerton is also working to address its chronic homelessness for persons struggling with mental health and addiction issues. The city, in partnership with the Bremerton Housing Authority and Kitsap Mental Health, partnered on a 70-unit apartment building called Pendleton Place. Because lack of housing directly impacts the ability to seek and respond to treatment, the facility will deliver on-site services such as mental health care and treatment for substance abuse, along with permanent housing for vulnerable residents.

To get the program started, the city helped locate and rezone a 1.66-acre site for development of the Pendleton Place apartment units in an area designated for affordable

housing. Kitsap Mental Health will provide around-the-clock support; and community partners will offer treatment and primary care services, employment search, and life skills training. The Bremerton Housing Authority provided seed funding of \$3.1 million to pave the way for other financing needed to build the facility. The Housing Authority will also help with ongoing costs.

Remaining funding came from federal low-income housing tax credits, grants, and private foundation requests to build the \$18.3 million complex. Residents will pay 30% of their income in rent to assist with operating costs. Pendleton Place is now fully constructed and will be occupied in the summer of 2022.

The long-term goal of Pendleton Place is to help homeless individuals with supportive services so they can successfully move into more permanent housing, improve their health and well-being, and reduce impacts on medical services.





Affordable housing

Down payment assistance programs

For many Washington families, saving enough money for the required down payment to buy a home continues to be the biggest obstacle to homeownership. The Washington State Housing Finance Commission (WSHFC) offers several models of down payment assistance to help bridge the gap, and all programs can be used to pay for both the down payment and closing costs.

Many local jurisdictions would like to help home buyers in their area, but the costs and hassles of running an independent down payment assistance program are a significant barrier. Government entities including cities, counties, and consortia partner with WSHFC to make the most of their local resources. WSHFC administers the programs and matches the local funds with larger sources.

Advantages for city partners:

- Lowers cost for cities—no administration fees from WSHFC
- Matching funds from WSHFC
- Cities keep their funds in their jurisdiction or targeted to a specific population
- Cities leverage WSHFC’s funds and experience with administration

To establish a partnership, the local jurisdiction must sign an interagency agreement with WSHFC and receive approval for matching funds. The two agencies work out a program description, manual, forms, and administrative requirements, including reporting.

Success stories

The following are some program highlights from current WSHFC partners offering down payment assistance to their residents:

Bellingham

Starting in June 2017, the City of Bellingham helps borrowers with incomes of 80% or less of area median income within the city to purchase their first home.

A Regional Coalition for Housing (ARCH)

Created in October of 2005, ARCH is a partnership of King County and East King County cities to preserve and increase the supply of housing. ARCH assists families with incomes of 80% or less of area median income within East King County to purchase a home.

Tacoma

The City of Tacoma helps families with incomes of 80% or less of area median income within Tacoma to purchase their first home. This program, in partnership with the City of Tacoma Redevelopment Authority, started in June 2014.

Pierce County

Pierce County serves borrowers with incomes of 80% or less of area median income within Pierce County (outside of Tacoma city limits) to purchase their first home. This program is in partnership with the Pierce County Community Development Corporation and began in June of 2017.

Special thanks to the Washington State Housing Finance Commission for submitting this article.

Resources

www.heretohome.org



A graphic with a dark grey background. On the left is a white silhouette of a house with a chimney. To the right of the house, the text "Affordable housing" is written in a light grey sans-serif font. Below that, the words "Tiny homes" are written in a larger, bold, white sans-serif font.

Affordable housing Tiny homes

Living in tiny houses (also called tiny homes) is both an increasingly attractive and affordable housing option as well as a trending alternative lifestyle choice.

Historically, zoning and development regulations weren't designed with these types of homes in mind. However, Washington passed two recent laws to expand where tiny homes can locate as a permanent residence and establishes building codes specific to tiny homes.

Changing regulations of tiny homes

Before the passage of **SB 5383** 2019, relevant state law and local regulations dealt primarily with camper trailers and recreational vehicles (RVs) that are used on a temporary basis, and not tiny homes intended for permanent occupancy. Accordingly, most zoning codes treated such tiny homes as camper trailers or RVs, and usually allowed them only for temporary, recreational use in campgrounds, RV parks, and occasionally in mobile home parks.

SB 5383 defines "tiny house" and "tiny house with wheels" as a dwelling to be used as permanent housing with permanent provisions

for living, sleeping, eating, and sanitation in accordance with the state building code. Other key components include:

- The new law allows the creation of tiny house communities using binding site plans. These communities are subject to the Manufactured Home Landlord-Tenant Act (MHLTA) RCW 59.20.
- Cities or towns may adopt an ordinance to regulate tiny house communities.
- The owner of the land upon which the community is built shall make reasonable accommodation for utility hookups for the provision of water, power, and sewer services and comply with all the other requirements in MHLTA.
- Cities or towns cannot adopt ordinances that prevent tiny homes from locating in manufactured home parks as a permanent residence, unless the ordinance applies to an exception in RCW 35.21.684(4).
- The Washington Building Code Council adopted building code standards for tiny houses, effective November 11, 2020 (WAC 51-51-60104 Appendix Q).

Inclusion in affordable housing incentive programs

In 2022, the Legislature passed **HB 2001**, which expressly adds tiny home communities to the affordable housing incentive program, effective June 9, 2022. Under RCW 36.70A.540, jurisdictions that fully plan under the Growth Management Act are authorized to enact or expand affordable housing incentive programs to provide for the development of low-income housing units through development regulations. These programs may include provisions pertaining to:

- density bonuses within the UGA;
- height and bulk bonuses;
- fee waivers or exemptions;
- parking reductions; and
- expedited permitting.

Prior to **HB 2001**, jurisdictions were already free to modify the incentive program to meet local needs, including qualifying provisions or requirements not expressly authorized in statute. Presumably, this could have included adding tiny home communities.

Resources

Competitive bidding exception for student construction of tiny homes – RCW 35.21.278

Tiny homes allowed in manufactured home parks – RCW 35.21.684

Tiny house communities – RCW 35.21.686

Affordable housing

The role of manufactured home parks

One important source of affordable housing in many communities is manufactured housing (formerly referred to as 'mobile homes'). These are commonly situated in manufactured home parks (MHPs) and allow lower-income households to own or rent their residence at an affordable price while also attaining a sense of community and privacy that is often not found in mid-rise multi-family housing. Although many local decision-makers and leaders acknowledge the value of manufactured homes, they often do not have a good understanding of MHPs within their communities or the perspectives of MHP residents.

In April 2021, the City of Kent completed a Manufactured Home Park Preservation Study that sought to "support the city's future policymaking for MHPs including strategies to preserve MHPs where they provide quality, safe, affordable housing for Kent's residents," due in part to the affordable housing challenges facing communities throughout the entire state. The Kent MHP study offers an approach and methodology that could be used by other local governments wanting to learn more about how MHPs provide housing options within their community and to identify resources and options to preserve this option.

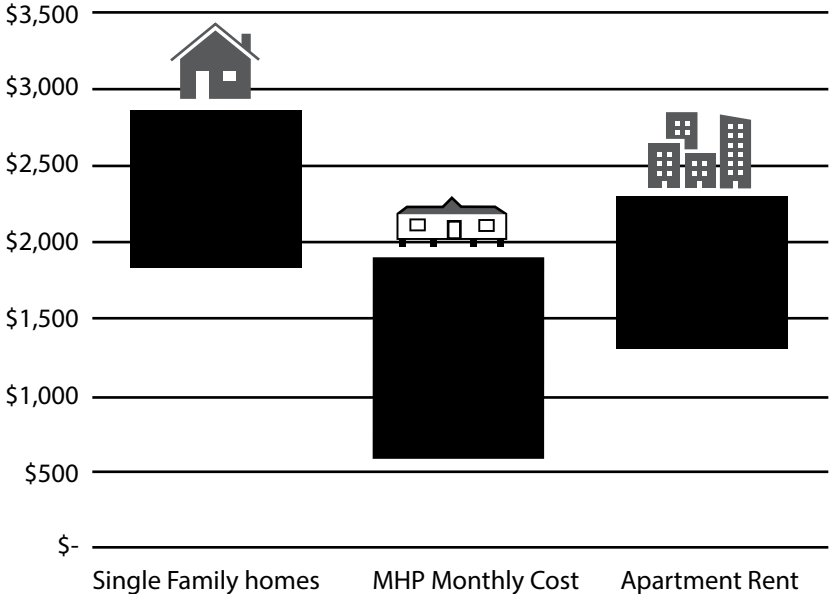
The study made several key recommendations on how the city can support retaining this type of housing and support its residents:

- Support best practices in park management,
- Protect tenant's rights and manufactured homeowner equity,
- Encourage MHP homeowner participation in home repair programs,
- Implement a "rolling inspection" program,
- Improve the level of municipal services for the city's MHPs,

- Reduce hardship to residents when parks close, and
- Support resident, nonprofit, or local housing authority purchase of MHPs.

Kent's MHP preservation study goes in depth on each of these recommendations and highlights that although many of the laws governing manufactured home parks are at the state level, local jurisdictions play an important role in protecting the homeowner, commercial property owner, and resident interests in the community.

Estimated monthly payments by housing type in Kent



Single family homes based on estimated monthly mortgages for median and lower market home values (2020) as reported by Zillow; MHP monthly costs based on resident reported land-lease payments and estimated mortgage for manufactures housing values as found on Zillow, 2021; Apartment rents based on 1- and 2-bedroom apartment rentals as reported by Zillow, 2021; BERK, 2021

Source: Kent Manufactured Home Park Preservation Study (2021)

Support for community residents

Manufactured housing presents a particular challenge for residents — even though a person may own their residence, they are still a tenant of the MHP. This creates a unique real estate situation where a tenant’s housing security is dependent on forces outside their control: A MHP owner may decide to close or convert their property to another use and the tenant is left scrambling because it is expensive to move their housing unit and/or local zoning codes limit the locations to where those manufactured homes may be relocated.

The City of Kenmore created a “Manufactured Housing Community” zoning district (MHC) for the continuation and preservation of existing manufactured housing communities. The city also allows transfer of density from sites zoned MHC to receiving sites to provide capacity for future growth while preserving existing communities.

Considering many MHP households are financially vulnerable, and many may lack the necessary resources to afford housing outside the context of an MHP, resources related to relocation assistance, financial incentives and grants, and other services are necessary in the event of a park closure or conversion.

Where there is concern about closures or conversions, a potentially powerful way to preserve MHPs is to convert the ownership to a tenant or non-profit owned community. Resident or non-profit purchase of MHPs may offer a lot of benefits to residents. These can include giving homeowners the ability to maintain or upgrade their community’s infrastructure, stabilize rent increases, and protect against abuses that can occur in a landlord/tenant relationship. In addition, non-profit-owned communities may qualify for funding and financing opportunities for acquisition and park infrastructure that privately owned parks do not.

Successful conversions of MHPs from private ownership to tenant-ownership or non-profit ownership often require technical assistance, public support through access to funding and/or financing, and other nontangible forms of support.

As identified in the Kent study, cities can support resident, non-profit, or housing authority purchase of MHPs in the following ways:

- Identify MHPs that are suitable for alternative ownership models
- Fund predevelopment studies
- Make benefits to landowners known
- Incentivize the sale to residents or nonprofit groups
- Outreach to property owners and referral to partners

Resources

City of Kent – Manufactured Home Park Study

Commerce – Manufactured Home Relocation Program

Northwest Cooperative Development Center/ROC Northwest



Tenant protections

Rental housing inspection programs

Several cities have adopted rental housing safety programs to help ensure that rental units offered to tenants are safe. Rental housing safety programs protect low-income residents by requiring property to owners meet health and safety standards in order to rent out their units.

One example is Lakewood, which has approximately 14,106 rental properties (out of 24,821 total occupied housing units). While some of this housing meets basic life and safety standards, the troubling fact is, a lot does not. Lakewood dedicated significant resources into reactive, complaint-driven inspection programs. However, even with these programs in place, some of the more challenging (and common) examples of unsafe and substandard living conditions go unresolved. To help bridge this

gap, the city launched the Rental Housing Safety Program (RHSP), pursuant to RCW 59.18.125 (see box), to improve and protect the welfare of its residents.

Since the launch of RHSP in late 2017, an astounding 98%+ of all rental units in the city are registered. The program's high compliance rate is largely attributed to the innovative "opt-out" design of the program's database. The city learned from other jurisdictions that program compliance was often an issue. These jurisdictions primarily used an "opt-in" approach with property owners self-identified and registered rental properties. The city decided to take an alternative approach using available county data to build a database of rental properties. Property owners were able to "opt-out" of the RHSP database if the property met an exemption standard.

The RHSP is predominately automated with an online data portal. The city intends for the program to be self-financing.

During the first five years of the program, initial rental properties failed inspections in excess of 80% of the time. Common inspection failures include missing smoke and carbon monoxide detectors, improper electrical outlets or other electrical problems, incorrectly installed water heaters, plumbing problems, and improperly operational doors and windows. Properties receive a certificate of compliance good for five years when they meet all inspection criteria. The city currently has issued a total of 2,012 certificates of compliance to property owners certifying that 10,577 units are in compliance with the city's rental housing safety program.

The RHSP has spurred reinvestment into the city's existing housing stock, that the city hopes will help protect existing affordable housing in the city.

Did you know?

RCW 59.18.125 was added to the state's Landlord Tenant Act (Chapter 59.18 RCW) in 2010. The law authorizes a municipality to require certificates of inspection from landlords, and requires that cities adopting a rental inspection/licensing ordinance after June 10, 2010 follow the regulations provided in the statute.

In 2007, before this law was adopted, the State Supreme Court upheld a City of Pasco ordinance that required landlords to be licensed by the city, make inspections of their rental units, and furnish the city with a certificate of inspection verifying that their units met applicable building codes. A key element in the court's decision in *City of Pasco v. Shaw* was that the inspections could be performed by a private inspector of the property owner's choosing. This provision is also a feature of RCW 59.18.125.

Resources

Lakewood's Rental Housing Safety Program (RHSP)
rentalhousing.cityoflakewood.us



Recent tenant protection laws

Starting in 2018, the Washington State Legislature followed the lead of many cities and passed several laws focused on tenant protections under the Residential Landlord Tenant Act (RLTA). Collectively, the goal of these laws is to prevent homelessness, given the shortage of vacant rental housing across the state. The following changes have recently been made to the RLTA:

- **Prohibition on source of income discrimination:** In 2018, the Legislature adopted RCW 59.18.255, which prohibits source of income discrimination against a tenant who uses a benefit or subsidy to pay rent.
- **A 60-day notice of rent increase:** In 2019 the Legislature amended RCW 59.18.140 to provide 60-day notice of a rent increase, and increases may not take effect until the completion of the term of the current rental agreement.
- **A 120-day notice of demolition:** In 2019, the Legislature amended RCW 59.18.200 to require 120-day notice to tenants of demolition or substantial rehabilitation of premises.
- **Managing initial deposits and fees:** In 2020 the Legislature adopted RCW 59.18.610, which provides that a tenant may request to pay deposits, nonrefundable fees, and last month's rent in installments.
- **Just cause eviction:** In 2021 the Legislature adopted RCW 59.18.650, which requires landlords to specify a reason for refusing to continue a residential tenancy, subject to certain limited exceptions.
- **COVID-19 measures:** In 2021, the Legislature adopted RCW 59.18.620 through RCW 59.18.630, which prohibits assessment late fees for nonpayment of rent due between

March 1, 2020, and six months following the expiration of the COVID-19 eviction moratorium. Pursuant to RCW 59.18.630, landlords are also required to offer repayment plans to tenants with unpaid rent. Per RCW 59.18.625, a prospective landlord may not hold it against a tenant who did not pay rent between March 1, 2020 and December 30, 2021, in considering a rental application.

In addition, RCW 59.18.440 authorizes cities and counties to adopt relocation assistance ordinances for low-income tenants.

Resources

Residential Landlord Tenant Act RCW 59.18

Office of the Attorney General
– SB 5160 – New Guidance



Innovative collaboration

Taking a team approach to help people struggling with homelessness & behavioral health

In addressing visible homelessness, a multi-service team approach can assist local governments in providing resources that best suit individual needs. Some cities use human services grants to fund outreach programs administered by other organizations, while others have hired staff for their own outreach teams. Most of these teams include both mental health professionals and law enforcement that work together in the field, commonly called a “co-response” program.

The following is a list of four local governments’ varying team approaches to implementing their own local co-response programs.

Olympia’s Crisis Response Unit

recently expanded and now has funding for 10 behavioral health specialists working in the field who are trained to de-escalate situations, evaluate needs, and connect people with services voluntarily. The team members get to know people experiencing homelessness and assist them by providing bus passes, delivering necessities like diapers and blankets, or by driving them to medical services or shelters.

Redmond’s outreach program

employs a full-time city homeless outreach specialist who partners and coordinates with police, businesses, non-profits, and the broader community. The specialist is available via police radio to respond to homeless-related calls for service. The program’s main purpose is to connect people to services and resources.

The city’s homeless outreach program is part of Redmond’s broader effort – the THRIVE program. THRIVE strengthens the community through innovative programs that provide safety, stability, opportunity, and hope for anyone in need or crisis. THRIVE includes programs such as a mental health professional who deploys alongside Redmond police, a homelessness response program that helps those who are unhoused and housing insecure, Community Court which is an alternative court for individuals who have committed low level offenses (e.g. shoplifting), a Mobile Integrated Health program providing resources that reduce the need for calling 911, as well as funding support to local non-profit partners who provide a range of supportive services to the community.

Mount Vernon’s Problem Eliminations & Reduction Team (PERT)

is a mayor-initiated program made up of staff from code enforcement, police, sanitation, parks, fire, library, development services, and legal. Unlike some other programs, the team is not an external outreach group; but rather works together internally to address homelessness issues in the community that affect all departments. The group constructed a workplan including budget and staff time estimates, progress notes, and measurements or deliverables.

Snohomish County’s Homeless & Direct Outreach team

is a partnership between the county’s Department of Human Services and the Sheriff’s Office’s Office of Neighborhoods. The team is led by a sergeant with the Sheriff’s Office and includes embedded social workers employed by the Department of Human Services. Together, this team assists people with behavioral health challenges who are experiencing homelessness, by connecting them with services and providing housing support as they leave inpatient treatment services.

Behavioral health and public safety experts are beginning to recognize that the traditional criminal justice system is not properly equipped to successfully address many of the issues facing people experiencing homelessness. Although somewhat new, in many cases programs like these are more successful at connecting individuals to appropriate services and promoting better outcomes.

Resources

www.etsreach.org

www.mountvernonwa.gov



Innovative collaboration

Many irons in the fire: A focus on Spokane and Tacoma

Tackling the housing and homelessness crisis in Spokane and Tacoma means getting everyone to work together—and tackling the issue from many fronts simultaneously.

Spokane

In December 2021, as protesters camped in tents outside city hall to draw attention to the fact that the city’s primary shelters routinely were filled to capacity, Spokane’s council made headlines by approving an innovative “hoteling plan” requisitioning up to 40 motel beds nightly to house the overflow. By the end of the month, amid an “arctic blast” that brought snow and freezing temperatures for nearly two weeks, the city was in the spotlight again when it opened its convention center as a round-the-clock emergency warming center, providing beds for up to 343 each night and serving more than 9,000 hot meals at a cost of \$400,000 (not including an estimated \$90,000 in damages to the facility as a result of vandalism, which became fodder for local TV news coverage). After that event passed, the quest

to construct a new low-barrier homeless shelter—included in the city’s 2022 budget, with a \$4.6 million earmark—never seemed more urgent.

During an after-action review with those who provided services during the crisis alongside a review of data from previous surveys, a surprise finding was that a large demographic group coming to the warming center was over the age of 55—a group that doesn’t have a clear exit path through the system and faces a shortage of long-term care options. So far, initiatives that have borne fruit include providing more hotel rooms as safe havens for victims of domestic violence; the development of an emergency sheltering plan with “flex capacity” to expand when needed; a partnership with Habitat for Humanity to restore and eliminate “zombie homes,” abandoned houses occupied by squatters; and a centralized diversion fund that has housed 14 individuals in three months’ time for under \$20,000 just by helping with expenses like moving costs.

Then there’s the city’s work with the United Way Spokane, which uses a “Built for Zero” model to target a specific subset of the city’s homeless population and dedicate resources to that population until virtually every individual in that cohort has been housed. In 2017, the nonprofit launched a 100-day challenge to house 100 youth and young adults between the ages of 12 and 24 in the city that has evolved into the Anchor Communities Initiative, a partnership between the city, the United Way, and A Way Home Washington (a statewide initiative supporting at-risk youth that identify as LGBTQ+) seeking to effectively end youth homelessness in Spokane. Creating a “by name list” of every person between the ages of 12 and 24 experiencing homelessness in Spokane County, and dedicating resources to each individual on that list, the collaborative cut the number of cases from 44 to 19 from September 2020 through June 2021.

“You have to look at the whole ecosystem and you have to be prepared to move several levers at the same time.”

Eric Finch, the City of Spokane’s interim director of Neighborhood Housing and Human Services.

Tacoma

Affordability and lack of housing in the face of Covid-19 are the most serious housing issues that the City of Tacoma faces. The pandemic has exacerbated every issue concerning housing, from capacity in homeless shelters to rising rents and home prices. The city is seeing it play out in a lack of permanent supportive housing and the fact that people who work in Tacoma can't necessarily afford to live here—schoolteachers, food servers, even some of the city's police and firefighters.

To address, the city is implementing their affordable housing action strategy, which focuses on four areas:

1. Creating new affordable housing
2. Keeping existing housing affordable and in good repair
3. Helping community members stay in housing (with initiatives like tenant protections) and
4. Reducing barriers to housing.

In action, this strategy translates to adopting the city's Housing Trust Fund, purchasing a hotel to provide permanent supportive housing, and completing a disparities study on BIPOC home ownership. Tacoma has also implemented the state's first Guaranteed Income Program, as well as rental assistance to ensure that community members can maintain their current residence.

Of these efforts, the city expects the Housing Trust Fund to have the biggest impact with over \$2 million already set aside to help build affordable housing in the community. The city also highlights the work of area nonprofits who provide low-income housing, like the Tacoma Housing Authority, and the YWCA which completed a permanent supportive housing project across from their shelter.

Speaking of community partners, Tacoma also helped establish South Sound Housing Affordability Partners, a coalition of governments that work together to access the tools and expertise they need to keep housing attainable for residents. When housing is not affordable in Tacoma, people move to Lakewood or Bonney Lake, and when it's not affordable in those communities, they move further out. The coalition of governments is a great opportunity to leverage our collective voices at the state and federal level for more tools to be successful in affordable housing.

"If we engage the community, we can come up with the best solutions to tackle our most prominent issues."

Tacoma Mayor Victoria Woodards



Association of Washington Cities
1076 Franklin St. SE
Olympia, Washington 98501-1346
360.753.4137 or 1.800.562.8981

wacities.org



Municipal Research and Services Center
2601 Fourth Ave., Suite 800
Seattle, Washington 98121-1280
206.625.1300 or 1.800.933.6772

mrsc.org

**Published for
July 5, 2023
Council Meeting**

6B – Public Comments

From: [Bonnie Thane](#)
To: [City Council](#)
Subject: Anti-Camping Bans...
Date: Thursday, June 29, 2023 12:50:17 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Bremerton City Council,

A 2018 decision from the Ninth Circuit Court of Appeals (*Martin v. Boise*) found it unconstitutional for cities to enforce anti-camping ordinances if they do not have shelter beds for all unhoused individuals. We know that there are currently not enough shelter beds in Bremerton to meet the needs of all unhoused and housing insecure individuals and families.

This lifelong Bremerton resident is against anti camping bans that would affect our most vulnerable. Please brainstorm solutions that are proven to actually help end homelessness in a humane way, such as affordable housing, public restrooms, a homeless shelter, etc.

Respectfully,

Bonnie Thane

From: [Caroline Evergreen](#)
To: [City Council](#)
Subject: Anti-Camping Ordinance
Date: Monday, July 3, 2023 2:28:40 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Bremerton City Council,

As a citizen who moved to Bremerton last year, I have been keeping an eye on local community events and issues in my new hometown. I saw the most recent article in the Kitsap Sun about the anti-camping ordinance and I felt it was my responsibility as a conscientious citizen to let you know where I (and many of your constituents) stand. Obviously, homelessness is not a new problem in our community or many others across the country. The struggles the homeless citizens in our community face are numerous and while it is not possible for the city council alone to change or end homelessness- I do believe the work you do can and does have a profound impact on the lives of our homeless and housed residents here in Bremerton. While I am not a business owner, I am an educator with several degrees and many years of experience in community outreach so I recognize the difficult position that the council is currently in with trying to balance community and economic safety for business owners, alongside compassion and empathy for the unhoused citizens of Bremerton. I do not believe that those two goals have to be mutually exclusive.

I wanted to reach out and state that I support a full repeal of the existing anti-camping ordinance - however, I would support investment into measures like public restrooms, a designated camping zone, and further community outreach to address the struggles of our homeless population. While I completely understand the desire to help our community look and feel safe, I think anti-camping ordinances are often just bandaid solutions that fix the "look" of a problem, rather than creating long lasting change. Many major cities including our neighbors in Tacoma and Seattle have seen how little anti-camping ordinances do to help our homeless citizens - in fact, these ordinances routinely make it much MUCH harder for social workers and community aid organizers to find homeless citizens and help them get off of the streets and into housing and receive medical care and other much needed services. When an anti-camping ordinance is enacted, it is often followed by an increased amount of death and crime in the area (from homeless citizens being forcibly removed and ending up in worse areas or with fewer resources, among other things).

I would like to implore you to connect with existing community groups and aid networks like the Bremerton Homeless Community Coalition, the WA Physicians for Social Responsibility, and engage the community itself to look for immediate solutions to this problem that do not involve criminalizing a terrible and unfortunate time in people's lives.

I respectfully thank you for your consideration,

Caroline Askew

From: [Chris Berg](#)
To: [City Council](#)
Subject: Proposed Camping Ban on MLK Way
Date: Monday, July 3, 2023 6:30:58 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

I was recently informed by a neighbor that there is a camping ban (either for the whole city, or MLK Way, I am unclear on that point) to be discussed at your upcoming meeting on July 5th. I will not be able to attend said meeting, but would like to offer my thoughts as a long time resident.

First off, I have no issue with homeless folks in general, as there are a large number who genuinely fell on hard times and just need a hand. HOWEVER, a quick walk down my street (I live at the South Court Apartments at 834 MLK Way) will show you that these are NOT those type of individuals. They are openly smoking methamphetamine and other drugs, conducting drug transactions and engaging in prostitution openly and in broad daylight. This occurs in front of homes where children play. I have even come home to find one of them highly intoxicated in the stairwell my building after urinating and defecating in said stairwell. This is in addition to the constant screaming, yelling, and fighting at all hours of the night. There was once last summer when I almost tripped over a gentleman lounging on the front stoop, and when I informed him rather politely "I'm sorry man, but you can't hang out here" he became agitated and attempted to aggressively follow me to my girlfriends car until I showed him that I had a knife and was willing to defend myself if he elected to push the issue any further. There are many elderly folks and single women in my building and the surrounding neighborhood, and if these "campers" will become violent and aggressive with an armed 250lb man, I shudder to think at what might happen to my neighbor who is in his 80's, or the 90lb college girl in the next building if they catch one of these people in the middle of an episode or in need of drug money.

I pay a good amount of money for rent (probably more than I should in this part of town TBH, but that's a different issue), not to mention taxes, as do my neighbors, and I feel that we all deserve to be able to take the trash out or go check the mail without wondering if we're going to get into a violent altercation w/ a drug addict.

Lastly, I know there will most likely be several community groups that are against this measure, and while I absolutely believe that their hearts are in the right place and they want to help, I would urge them to walk the block a few times over the course of a normal day, NOT while working with their organization and handing out food and such, but "undercover" as it were, and then ask themselves if they would want this campground next to THEIR house...or their mother's house? If the answer is "no", then why should my neighbors and I have to put up with it; and if the answer is "yes", then feel free to move them in.

Thank you for your time.

Sincerely,

Christopher A. Berg

From: [Havalah Noble](#)
To: [City Council](#)
Subject: No Camping Ordinance
Date: Thursday, June 29, 2023 12:26:13 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

Please do not introduce penalties for the unhoused community for simply trying to live by creating laws that prohibit camping. Instead, create a shelter and support ways affordable housing, especially with pets can be attained.

Thank you,

Havalah Noble

From: [Jacob Nau](#)
To: [City Council](#)
Cc: [kim siebens](#)
Subject: Regarding Camping Ban
Date: Sunday, July 2, 2023 2:54:13 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello esteemed Bremerton City Council folk

My name's Jake Nau. I am a homeless Outreach worker with Comprehensive Life Resources in Tacoma Washington. I'm writing to share with you what an embarrassing hindrance Tacoma's recently passed camping ban has been to my work and the general existence of people experiencing homelessness in Tacoma.

The job of homeless outreach is basically three fold, 1) we keep folks experiencing homelessness from dying, we find them and make sure they have enough food, water, clothing and medical supplies to stay alive another day 2) we get to know people experiencing homelessness, we learn their names and stories, build rapport and relationships built on trust 3) we accompany them toward hope, reconnect them to solutions; we use that trusting relationship we've built to help them accomplish their goals, which usually include employment, MH and SUD services and housing.

3 rarely happens without # 2. #2 has become ridiculously hard, far more difficult since our city started sweeping folks all over the city, which has led to #1, homeless folks dying.

It's actually that simple. I could give example after example after example but I won't because I'm really tired because my city has made my job way more difficult and the life's of their homeless citizens way more dangerous.

Please choose differently.

Jake Nau

From: [Jennifer Adams](#)
To: [City Council](#)
Subject: Homelessness
Date: Thursday, June 29, 2023 4:52:05 PM

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Please decriminalize homelessness. Stop making it harder on these individuals and come up with some helpful solutions. My daughter and I were homeless back in 2017/2018. It's very difficult and humiliating. Where do you expect people to go? Times are hard around here.

I have a good job now and can still barely afford to live. Rent prices are literally insane for the average person. Solutions! Not more problems! Please help.

Jennifer Adams

From: [Jolinda Eckard](#)
To: [City Council](#)
Subject: camping ban
Date: Thursday, June 29, 2023 12:48:07 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

On top of everything else like high housing costs, making illegal drugs ok now you want to put a ban on camps for those who can not afford the ridiculous amount of rent this county charges. We have working families who can not afford housing and I am one of them who is in that category due to counties greed!!! Mayor wheeler I met you about 3 years ago and you told me at that you were working on “affordable housing” and the high cost of rent. And that was a lie. All I have seen since that time is more housing going up all over making our once beautiful city look a mini Seattle!!! I hope none of you on this council and Mayor wheeler ever have to face homelessness because of this city and counties greed. How about focusing on some real issues and not trying to make us Seattle!! Shame on you mayor wheeler!!!!

Sent from my iPhone

From: [Guyt, Juliana](#)
To: [City Council](#)
Subject: Anti-camping
Date: Friday, June 30, 2023 9:05:57 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I was recently made aware that there is an effort to ban camping in Bremerton in an attempt to hide or displace homeless folks. What is the proposed solution if this action is taken? Where are these individuals supposed to go if they cannot camp?

I hope to hear back about the solutions being pursued.

Best,
Juliana

From: [Kelsey Stedman](#)
To: [City Council](#)
Subject: Opposition to new anti-camping ordinance
Date: Monday, July 3, 2023 9:06:28 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Bremerton City Council,

I am writing to oppose amendments to the current ordinance to make it align with the Martin ruling but continue to penalize people who have no other options. Only allowing camping at night would lead to loss of belongings and lack of safety. As a nurse who has worked with many of the folks downtown, I know they look out for each other, sleep during the day or in shifts for safety, and many of them have chronic physical health issues that limit their ability to walk more than a short distance. There are no shelter beds available and some even qualify for long term care facilities due to their disabilities but nowhere will accept them due to their homelessness and/or histories. As the weather warms, and we head into wildfire season, forcing people to move and pack around all their personal belongings is unhealthy and unsafe for these community members.

Any changes to the ordinance would be more punitive than the current options because the current ordinance cannot be enforced.

I am supportive of finding options for port-o-potties, access to sharps containers and clean syringes, and naloxone. Until there are additional shelter options, it is inhumane to deny people a place to sleep and rest in the safest place they can find.

Best,

Kelsey Stedman, RN, MSN

From: [Lindsey Gearllach](#)
To: [City Council](#)
Subject: Homeless ordinance
Date: Monday, July 3, 2023 10:11:54 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Bremerton City Council,

I am a lifelong Kitsap County resident. I will keep this short and sweet.

Why are we criminalizing people that already facing inequity? Find ways to help the homeless community and stop treating them like subhuman beings. Just remember, each one of us is a paycheck away from becoming just like them. And how would you want to be treated if that was the case?

Lindsey Gearllach
Poulsbo, WA

From: [Matt Frost](#)
To: [City Council](#)
Subject: Homeless
Date: Sunday, July 2, 2023 9:48:33 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

My name is Matt Frost and I am a resident on DR ML KING WAY. I have live here for over two years now and it has gotten worst. Last October I took a job as a night shelter worker at the Salvation Army. In that time I was able to build a lot of relationships with all of our clients. We had clients that were drug addicts, mentally unstable and people that just fell on bad times.

As the closing 2 months came Salvation Army was finding housing for everyone that wanted it. And most of them got housing. What we have here on my street are drug addicts that didn't want housing. They don't care about anyone but them self's. They throw trash in front of the complex And all over the street! You can't even walk on the side walk because they have taken over that. We have sex offenders living in those tents when we have children living on our street.

Like I said the homeless that are on ML KING way was given the chance to find housing through The Salvation Army and they chose the streets. Where does the community have a voice? People are moving out from where I live and not moving in, because of those tents on the street. I love Bremerton and it is a great town and community. But it's not fair to tax payers and people that pay a lot of money to live here.

I am tired of watching people doing there drugs in the open. Watching them sell there drugs in the open. Watching BPD driving bye like it's no big deal. This is a big deal! I am 100 %for the camping band! People overdose not once not twice and still don't get it. There is only so many times you can go and help them.

I know people are writing the city to stop from removing them from the street. The ones that are being a voice for this only come down here for like 30 mins at a time. Try asking people that live 24-7 on this street. There has to be a solution to this madness. The BPD aren't design to deal with intervention strategy dealing with people in crisis. We need to have other systems in place to deal with the homeless. What is the solution? It's not going to get better. Let's make Bremerton great again!

Thank for your time
Resident of Bremerton
Matt Frost

From: [Mike Fairchild](#)
To: [City Council](#)
Subject: Anti camping laws
Date: Thursday, June 29, 2023 2:56:29 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I once again find myself very surprised by the actions or proposed actions of our city council. I am a homeless person in Kitsap county. I do not do drugs or drink alcohol I don't have a criminal record and until I became disabled I was a housed tax paying resident in Kitsap county. Now that I am disabled I can't afford to rent anywhere and I have been on a wait list for over five years. My name got called as I was in the hospital hooked up to life support and when I was in good enough condition to respond and do the required paperwork for my affordable rent place it was to late and I was told I would be the very next person to get housed. This was over three months ago and somehow I am now the second name on the list. I lost a spot and my place no fault of my own. The housing situation is horrible and I guess lucky for me I am not camping where you can find me and throw out all my things then not offer me any real solutions. Criminalizing homelessness with no solutions available is not the way to help people. Where are the shelters and where are the places those in my situation can live? If I become a criminal because I became disabled and now can't afford my rent what do I do while waiting for Bremerton housings wait list to re open or have a place where I can rent? This making camping illegal is not fixing the problem and the cost of paying for someone's stay in jail to taxpayers is not cheap at all. Besides the fact that the homeless person who gets all their belongings thrown away by the state when they get arrested. It is the worst possible way to treat a person who is already feeling like less than a human from all the other crap our community puts us homeless people through. How about you try and do what you would want someone to do to you if you found yourself in their situation.

Thank you

Mike Fairchild

From: molly.rose.brooks42@gmail.com
To: [City Council](#)
Subject: no anti camping ordinances
Date: Friday, June 30, 2023 4:44:29 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please do not enact anti camping ordinances. Our unhoused neighbors have no where to go. They need services and to get services service providers need to be able to find them. It is inhumane to kick them out of where they are living. When camps are cleared out people lose all their belongings and they have precious few belongings. This can result in people losing their only tent and therefor the roof over their head. Getting arrested for camping can give unhoused people a record which can be detrimental for them later on when they apply for a job or in other situations where they need a background check. We have plenty of public spaces we can make available for people to camp.

Sincerely,

Molly Brooks

From: [Robin Henderson](#)
To: [City Council](#)
Subject: Camping ordinance
Date: Friday, June 30, 2023 2:55:54 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I will confess that I'm not fully up to speed on this issue. But I would like to let our mayor and city council know that I support the efforts of Kimmy Siebens and oppose , an anti camping ordinance.

Robin Henderson.

Sent from my iPhone

From: [Robin Hills](#)
To: [City Council](#); [Greg Wheeler](#)
Subject: Anti-Camping Ordinance
Date: Friday, June 30, 2023 10:27:43 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Bremerton City Council and Mayor Wheeler,

I am a medical student and a resident of Lake Forest Park in King County, Washington. I am writing with my concern regarding the anti-camping ordinance in Bremerton. Although I understand the challenges that must come with having unhoused people in Bremerton, creating and upholding anti-camping laws only forces unhoused people into the surrounding areas that also do not have enough infrastructure to support them. This tactic also penalizes these individuals creating yet another barrier to getting back on their feet.

I urge you to consider alternatives to aid this vulnerable population rather than forcing them out of the area. I would also ask that you consider the strong military presence in Bremerton and think of the unhoused veterans, who no longer serve us, but who still need our continued support.

As a future physician I dream of a Washington where no person goes without a stable place to live, access to basic needs, or to preventative healthcare measures. I hope that you are able to act with compassion on this matter and work to come up with an equitable solution to support stable housing for individuals without enacting an anti-camping ordinance in the interim.

Best,
Robin

Robin Hills Von Davies
Master of Medical Science, 2020
Master of Reproductive Clinical Sciences, 2022
MD, 2026 (expected)
206.920.6144 | robinvondavies@gmail.com | robinhills@gmail.com

From: [Tina Mari Fox](#)
To: [City Council](#)
Subject: Consideration
Date: Saturday, July 1, 2023 4:59:56 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As you consider a ban on camping as a solution to turning your back on our homeless population, I remind you every.single.human. is a single poor decision or a single life changing event away from being homeless. How we treat or care for our society's most vulnerable is a reflection of our inner heart. Let's find another solution...homelessness is NOT a crime, it is a tragedy. Wouldn't it be less expensive to focus on mental health and addiction services, education and job training...and by expensive, I don't just mean monetary cost. I would like to believe that I live in a community that looks for solutions, rather than trying to exterminate/eliminate/shut out those whose only crime may be not having a place to shelter that we deem acceptable.

Tina Fox
2058 E 16th St
Bremerton, WA

Sent from Samsung Galaxy smartphone.
Get [Outlook for Android](#)

From: [Patricia Morris](#)
To: [City Council](#)
Subject: Anti-camping Letters
Date: Friday, June 30, 2023 4:31:39 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please do not enact anti-camping ordinances. They are inhumane, ineffective and counter-productive. Instead establish research based policies that provide services and appropriate housing solutions. This will benefit our unhoused neighbors as well as the whole community of Bremerton.

Patricia Morris

From: Patricia Morris <pmorris1015@yahoo.com>
Sent: Friday, June 30, 2023 4:53 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Homelessness

As a community member I strongly am opposed to anti-camping ordinances. They are inhumane, ineffective, and counter-productive. Research demonstrates that these draconian approaches exacerbate the problem by discouraging this vulnerable population from seeking services. Anti-camping policies are detrimental to the whole community.

Patricia Morris

From: Patricia Morris <pmorris1015@yahoo.com>
Sent: Friday, June 30, 2023 5:55 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Anti-camping ord

I am in strong opposition to anti-camping ordinances. They are inhumane, ineffective, and counter-productive. Research supports the fact that such policies exacerbate the homelessness by further marginalizing this vulnerable population making services less accessible. Let's find real solutions such as affordable housing, better health-care and substance abuse treatment. Anti-camping ordinances are destructive to our entire community.

Patricia Morris

From: [Patricia Morris](#)
To: [City Council](#)
Subject: Anti-camping Letters
Date: Friday, June 30, 2023 4:31:39 PM

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Patricia Morris

From: Patricia Morris <pmorris1015@gmail.com>
Sent: Monday, July 3, 2023 9:21 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Anti-camping ordinances and sanitation facilities

I am strongly opposed to anti-camping ordinances. They are inhumane and counterproductive. It further marginalizes this vulnerable population and prevents them from seeking services. Real solutions such as mental health services and affordable housing need to be established. As a temporary solution, bathroom facilities need to be provided for the currently unhoused members of our community.

Thank you.
Patricia Morris

From: Eric Kneebone <edkneebone@gmail.com>
Sent: Wednesday, July 5, 2023 7:30 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Encampments

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To members of the city council:

As a resident of MLK Way, I wish to state my support for a no camping ordinance.

The street people on MLK way have made walking down the street a hazardous undertaking at all hours of the day or night. The sidewalks are impossible to walk due to the debris, collection of wheelchairs and bicycles, and occasionally people laying across the route. I've never seen so many rats on the street as I have since the shantytown was reestablished this latest time.

Every time people choosing street living have been helped or removed, no action has been taken to address the unsafe conditions of camping on MLK way - namely encouraging people to camp where facilities are available to support them. Placing of eco blocks, Requiring vehicles to be licensed and registered to park on the street, and not allowing tents or makeshift shelters to be constructed are means to prevent this once the street people have been helped.

I do not wish to see sleeping on the streets criminalized. Erecting shanties and establishing tent residences should be.

Please pass an ordinance to address the tents and trash and rats and mess.

Eric Kneebone

From: georgiagatzke@comcast.net <georgiagatzke@comcast.net>

Sent: Tuesday, July 4, 2023 4:17 PM

To: City Council <City.Council@ci.bremerton.wa.us>

Subject: Upcoming Meeting About Encampments as shown in Kitsap Sun on Monday 7/3/23.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I just heard about this meeting to be held on 7/5/23 but I will be out of town. I wanted my thoughts on record.

I acknowledge that I am no expert on the homeless situation in Kitsap County and City of Bremerton. However, I believe every one of us needs to voice concerns and what we would like to see happen.

I definitely want homeless people to have a safe place to go. I want it to be supervised and monitored so that wherever it is does not become “just another problem place.”

I do not want people to be allowed to camp/park/etc on public or private property.

I want anyone who wants to take advantage of any housing or safe-monitored camping space that the city/county/state provides to have to undergo an evaluation for mental health, drugs, (notice I did not say anything bad about their possible drug addiction – the provider should simply have ALL the info), job skills, and also people who take advantage of such places should not be allowed to move to Washington from other states just to take advantage of those provisions. So some kind of proof of having already lived in the state for some period of time needs to be in effect. I am not saying this to be punitive. It is simply not possible for Washington to be everything to every homeless person in the nation. We must draw the line to be able to deal with the number we CAN deal with. I also would want to see firm limits on the amount of time a person can live in such a space before they would be required to meet certain standards – such as having achieved a job, regular attendance at counseling with documented progress, etc. This would be what I call cooperation on both sides and create a situation where the previously homeless person would have to be part of the solution.

I do not wish to be heartless nor unhelpful. However, I also think that this business of having people camping wherever they want and making messes and creating dangerous situations CANNOT CONTINUE OR BE ALLOWED.

I also apologize that I do not have a solution to put forward. I realize that complaining without proposing concrete solutions is not morally acceptable.

Please have my thoughts recorded as part of the meeting.

Thank you,
Georgia Gatzke

From: Lilly Deerwater <lilly@wpsr.org>
Sent: Wednesday, July 5, 2023 10:44 AM
To: City Council <City.Council@ci.bremerton.wa.us>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Washington Physicians for Social Responsibility Urges You Not to Criminalize Camping

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Bremerton City Council & Mayor Wheeler,

We at Washington Physicians for Social Responsibility urge you to decide against criminalizing camping in Bremerton. Anti-camping ordinances worsen homelessness. By criminalizing people who are unhoused, you make it more difficult for people experiencing homelessness to secure housing. By adding the barrier of a criminal record, you ensure people will remain homeless for longer, adding to the problems of your city and those who live in it.

Please decide against perpetuating homelessness in your city simply for the sake of appearances. By focusing on solutions such as housing and services instead, you have the opportunity to address homelessness, rather than prolong this crisis and cause damage to the health and wellbeing of people who are already struggling.

Thank you,
Lilly Deerwater, Economic Inequity & Health Program Manager
On Behalf of Washington Physicians for Social Responsibility

--

Lilly Deerwater (she/her/hers)
Economic Inequity & Health Program Manager
Washington Physicians for Social Responsibility
Email: lilly@wpsr.org | **Phone:** 206.547.2630
Visit us: wpsr.org | **Join us:** [Become a member](#)
Donate: [Support our work](#) | **Learn more:** [Sign up for emails](#)



From: Neal Foley <nealfoley1021@gmail.com>
Sent: Tuesday, July 4, 2023 7:01 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: nealfoley1021@gmail.com
Subject: Please no Anti Camping Ordinances

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My name is Neal, I am a resident of the City of Bremerton in District 5.

I am adamantly opposed to criminalizing homelessness and/or mental illness.

I strongly urge the City Council to repeal, in its entirety, the current no camping ordinance. It is non enforceable and useless.

Please signal a new beginning with an entirely new code dealing with homelessness and mental illness in this community in a positive educated way.

Let's deal with this problem instead of sweeping it off our streets with no action because it is ugly and hard. This is not a temporary problem it is here to stay.

We have VERY highly educated experts like those in the Bremerton Homeless Community Coalition right in our midst. Let's stand behind these people and let them guide us with facts and knowledge rather than making decisions based on biases and hearsay.

I would ask our City Council and Mayor to be proactive and support the experts in this field 100%. Move forward with THEIR knowledge as our guide.

From: Susan Brooks-Young <sjbrooksyoun@gmail.com>

Sent: Wednesday, July 5, 2023 11:17 AM

To: City Council <City.Council@ci.bremerton.wa.us>; Susan Brooks-Young <sjbrooksyoun@gmail.com>

Subject: Addressing the need for shelter in Bremerton

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I am aware that the subject of a new city ordinance related to where and when people may (or may not) sleep is on the agenda for this evening's city council meeting. I find it very disconcerting that the mayor would apparently suggest circumventing *Martin vs. Boise* and that council would consider doing this **(Bremerton won't clear encampments, so council opens discussion on changes to current law**, Kitsap Sun, July 3, 2023).

As a resident of downtown Bremerton, I am well aware of the concerns raised when unhoused people are forced to resort to living outdoors. However, I am also aware that every society will always have a segment of its population who, for whatever reason, needs assistance accessing the most basic needs - food, clothing, and shelter. Part of the social contract is establishing systems to ensure that these people's basic needs are met. We can either acknowledge that reality and actually take steps to do something about it or we can continue to blame the unhoused for their life circumstances and punish them by refusing to ensure they have access to basics. For example, one frequently cited issue with the encampment on MLK Way is that human waste is everywhere. The city funded installation of a portable toilet months ago. Where is it? And where are these people supposed to relieve themselves when there are no public restrooms and they are locked out of the Marvin Williams Center?

I would hazard a guess that it is less expensive overall to ensure that everyone has access to food, clothing, and shelter than it is to mitigate all the negative outcomes of refusing to do so including crime, spread of disease, the cost of shuffling people from one location to another, etc.

As such, I encourage city council and the mayor to quit spending time and resources trying to figure out how to punish the unhoused and start spending that time and those resources to figuring out systemic ways to identify and implement humane solutions. These are human beings and deserve much better treatment than they are currently receiving.

Thank you,

Susan Young
Bremerton

--

SJ Brooks-Young Consulting

Telephone: 951-202-2042

Web site: www.sjbrooks-young.org

Twitter: @sjbrooksyoun

Facebook Business Page: www.facebook.com/SjBrooksYoungConsulting

"I've learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel."

Maya Angelou

Bremerton won't clear encampments, so council opens discussion on changes to current law



Phillip Chin
Kitsap Sun

Published 8:57 a.m. PT July 3, 2023



A person with a guitar heads toward a tent pitched in front of the forest mural on the MLK Way facing side of the vacant building planned as a new medical respite facility for Peninsula Community Health Services, in Bremerton on Thursday. The city acknowledges its ordinance that prohibits unauthorized camping is not being enforced, and now the city council is opening a discussion over revisions and other needs that may help address the number of people living unsheltered. *MEEGAN M. REID/KITSAP SUN*

“It’s getting worse,” said Reuben Wilkins, a barbershop owner and cook for the Marvin Williams Recreation Center. “Garbage, poop, piss. They get butt naked behind the building.”

Wilkins does not blame the people who live in the large encampment on the MLK Way sidewalk, just feet away from the Marvin Williams Recreation Center, a gleaming facility that opened in 2018. Instead, most of his anger is directed toward Bremerton’s city government.

“The city is definitely inactive on this ... They’re not talking to us,” said Wilkins.

“These kids should be able to grow up and have some protection,” added Tovi Wilkins, who runs a summer program for children at the center. Staff usually keep most of the doors locked. They had to turn off the fountain in front of the building because people were washing themselves in it. Reuben Wilkins has found needles nearby.

Parents still bring their children for summer camp, but the one question that they want to know is “What is the city doing?” said Wilkins. She reemphasized the question: “What is the city doing?”

When the Salvation Army closed its overnight shelter on May 1, the city was left without any emergency shelter beds. According to the city's reading of a Ninth Circuit Court ruling from 2019 known as *Martin v. Boise*, a lack of shelter availability makes it illegal to clear encampments. Over the past two months, the encampment on MLK Way, just a block behind the Salvation Army and near where the former Kitsap Rescue Mission was located, has grown. On Friday, approximately a dozen tents could be seen on the sidewalk between Park Avenue and Warren Avenue, along with shopping carts and assorted personal items.

“[T]o clear an encampment is not legal,” said Bremerton Mayor Greg Wheeler. Although Bremerton has a municipal code for “unauthorized camping,” which bans camping “in any park or other public place,” the ordinance can no longer be enforced now that there are no available shelter beds. When asked whether the Bremerton Police Department

cites residents for unauthorized camping, Wheeler replied, “As a rule, no.”

When the Kitsap Rescue Mission or the Salvation Army's temporary shelter were open, officers could direct people who are homeless there. “Now we don’t have a place for them to go anymore,” said Wheeler.

Right now, Wheeler identifies two projects for Bremerton’s government which could address the MLK Way encampment. First, Bremerton must create a new shelter. Wheeler said the city has picked a location and partners, but he must get funding from the state before he can share a timeline for opening.

Second, Wheeler urged the Bremerton City Council to create a new ordinance which would not violate *Martin*. The new ordinance could ban camping on MLK Way or restrict camping to nighttime hours, so that the street would have to be clear during the day.

Last Wednesday, the City Council discussed the possibility of changing the current ordinance. On July 5, the council will hold a public hearing on the issue during its regular meeting, scheduled for 5:30 p.m. at the Norm Dicks Government Center.

Initially, council members were hesitant to even discuss the issue, because they were afraid that the public could perceive them as being too punitive without offering any housing solutions.

“Before we get any more aggressive ... we better know what we’re doing as far as providing adequate support,” said Councilmember Denise Frey.

Frey also raised concerns about the optics of spending time changing an ordinance while a portable toilet that the council allocated \$10,000 for has still not been installed on MLK Way. "This is for the administration," Frey said. "Fix it!"

City attorneys have reassured the council that any change to current ordinance would be less punitive, as the current code is a blanket prohibition on camping.

Councilmember Eric Younger began to understand why Wheeler and the lawyers were pushing for the change. "I have a sinking feeling that we don't enforce it at all," said Younger.

Even if the language of the new ordinance is less punitive, in practice it will be more punitive than an ordinance which is rarely enforced.

Kimmy Siebens, founder of the Bremerton Homeless Community Coalition and a nurse on the task force with Washington Physicians for Social Responsibility, argued against any new law which would allow the city to criminalize and move people who are homeless.

"They're focusing on hiding people, pushing them to the margins of society," said Siebens, "... every single person on MLK Way has no place to go."

Siebens pointed to other cities that have passed new ordinances where people who are homeless hide from police and no longer trust social workers, which makes it more difficult to connect them with any resources that could help.

Siebens argued that any kind of criminal penalty is short-sighted and distracts from the need to address more complex issues that lead people to become unhoused.

“The mayor wants to get rid of this unsightly thing,” she said.

According to Siebens, new ordinances have been created without real knowledge of what it means to be homeless. For example, Longview and Portland ban daytime camping, but Siebens said that many people who are homeless sleep during the day because they need to be alert at night to protect themselves from the increased risk of assault.

“They do keep each other safe,” said Siebens, “This camp is no different than a neighborhood.”

Siebens does understand the concerns of parents and staff from the Marvin Williams Center. “If we’re going to put a Band-Aid on it, let’s give them a toilet,” she said in an interview. Many in the community agree and are frustrated that money has already been set aside, but nothing has been done.

According to Wheeler, the city had not determined a safe way to install the port-a-potty without blocking the street or the public right-of-way.

“This talk about the port-a-potty is serious, but almost comical,” said Younger.

7/5/2023

To whom it may concern:

This letter is in response to the proposed ordinance regulating the time place and manner of tents being used on public property to protect individuals experiencing involuntary homelessness.

My name is Joslyn and I am with the Bremerton Prayer Walk. During the past 3.5 years, we have consistently been fellowshipping with many of the individuals this ordinance will have a devastating effect.

There are numerous issues with the course of action, but the most important is that we are going to lose many individuals, the majority are involuntarily homeless or fleeing violent and dangerous situations.

Furthermore, this type of ordinance is incredibly erroneous in many of the assumptions utilized in identifying this type of ordinance. First, many individuals who survive on the streets do not sleep during the evening hours as they stay awake for protection and sleep in intervals to protect themselves. By requiring they sleep during the most dangerous time so they can pack up by early dawn, they are suggesting they put themselves even more at risk.

Additionally, they assume individuals residing on the street have the means to pack up and move their belongings. This is absolutely absurd. Many individuals who face these current conditions have physical and mental restrictions preventing compliance. Our most vulnerable will become even more vulnerable

There are incredulous constitutional concerns, substantial mental health and addiction concerns, and it may be the most blatant attempt to hide one of the most pressing concerns facing this city...the growing homelessness crisis. This is not a unique problem, however, the solution being presented before this committee is taking this city down an incredibly dangerous path.

First, the time place and manner restrictions proposed will fail any type of judicial scrutiny. First, the courts have indicated that homelessness is protected as political speech under the 1st amendment. This means that any ordinance restricting the time place or manner restriction to be strictly scrutinized and in order to be upheld it requires the government to show the following:

1. content neutral (that the government does not outlaw content specific viewpoints)
 - a. **(are we requiring mothers with sunshades protecting children to move, are we requiring organizations that place sun covers as booths etc. to be moved?) ... the answer is clearly NO...this is only for homeless individuals.**

2. (2) narrowly tailored to serve a governmental interest (i.e., cannot be overly broad to regulate more than what is necessary to achieve government interest like, for example, public safety),
 - a. **I completely understand there are substantial concerns for businesses and the public, but placing additional burdens on our most fragile and vulnerable population is not the answer.**
3. (3) ample alternative means to express ideas.
 - a. **THERE ARE NO ALTERNATIVES!!!**

The right to remain in public space is both a universal right that all Americans value dearly and a bulwark against deprivations that have starkly affected homeless people throughout history and, to a particularly dire extent, today. We treat refugees with more compassion than we do our own citizens.

We are well aware there is strong precedence indicating that criminalizing homelessness violates the 8th amendment of the united states constitution. In *Jones v. City of Los Angeles*, the leading case decided in favor of this view, the Ninth Circuit stated that “we understood *Robinson* to stand for the proposition that the Eighth Amendment prohibits the state from punishing an involuntary act or condition if it is the unavoidable consequence of one’s status or being.”

The unavoidable consequence of this particular ordinance is that people are going to die if we cannot find them to help find the appropriate services to help them. We will be unable to bring food to them, much needed living supplies, water, first aid supplies, etc. We know there is safety in numbers and those live on the streets and if people are constantly getting dispersed, more people will become isolated and even more vulnerable resulting in an increase in violent assaults, rapes and death.

I hope and pray this committee and this city can take a different approach to solving this problem and look for solutions instead of trying to find loopholes in existing laws to make life more difficult. To treat all with dignity is what this city should be striving for, instead isolating and hurting the vulnerable.

Joslyn Snow

From: sggriffith@fastmail.com <sggriffith@fastmail.com>
Sent: Wednesday, July 5, 2023 4:28 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Anti-camping

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the Council:

I believe part of your mission is to care for the health and well being of the people of Bremerton. Were we to experience a natural disaster, I know you would all be out there doing your best to save us from the fire, flood, or wind. Afterwards, you would help us construct temporary housing and preparing food and gathering blankets to care for us until we could start living normal lives again.

The homeless disaster has gone on too long, and our humanitarian impulses have diminished. Imagine how the homeless must feel -- for some of them, it's been a very long time indeed. To help them, we need to move through the morass of funding, social policy, urban planning, and all the other wearing practices of modern life.

Solving homelessness is really hard! But that's a big part of your job at the moment.

A lot of solutions have been proposed, and some of them are pretty good. Find the money -- people are making money from real estate; they have to share it. It wouldn't hurt that bad. Tiny homes are cheap. We can detox and clean up the old Harrison Hospital -- my goodness, what a view!

Don't give up on kindness and good works. And fix the darn public toilet!

Suzanne Griffith, District 1
sggriffith@fastmail.com

From: [kim_siebens](#)
To: [City Council](#)
Subject: Public Comment on Anti-Camping Ordinance July 5 2023
Date: Wednesday, July 5, 2023 6:10:07 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bremerton City Council Members,

My name is Kimmy Siebens. I am A 17 year resident of Bremerton, a Registered Nurse, a non profit founder, a community organizer, and a task force member representing Washington State Physicians for Social Responsibility.

Today, I am speaking to shed light on a decision that is not only morally bankrupt but also displays a complete lack of compassion by many of our city council. We are facing a proposal that would amend an already unconstitutional anti-camping ordinance, effectively criminalizing the most vulnerable citizens of our town. I am appalled, disgusted, and deeply saddened by the council's decision to consider turning their backs, even more, on those who need our help the most.

Let me be unequivocally clear: this revised ordinance will not be a solution; it will be a heartless attack on those who already face immense challenges in their lives. Instead of offering support, the council would be punishing individuals who have fallen on hard times, pushing them further into the dark. Do we truly believe that criminalizing poverty and medical issues is the answer?

Homelessness is not a choice; it is a complex issue rooted in a multitude of societal problems such as lack of affordable housing, unemployment, mental health, and addiction. Our city council should be addressing these root causes rather than exacerbating the suffering of those who already endure unimaginable hardships.

By creating an amendment to this ordinance, the council would be sending a message that it is acceptable to turn a blind eye to the suffering of our fellow citizens. This would show a complete disregard for human dignity and basic human rights. We cannot claim to be a compassionate community if we allow this to pass, unchallenged.

Let us not forget that homelessness affects people from all walks of life - These are not faceless statistics; they are our neighbors, friends, and community members. Criminalizing homelessness does not magically make it disappear. It shifts the problem from sight, sweeping it under the rug and perpetuating a cycle of poverty and despair.

Instead of investing in punitive measures, the council should be investing in affordable housing, mental health services, or, to start, a simple porta potty so people can use the restroom in a law abiding way. These are the true solutions that will uplift our community and save us more financially in the long run.

I am urging this council to reconsider this cruel and misguided idea.

Your duty is to represent all citizens, not just those who are privileged and fortunate or can make the city council meetings.

In closing, I implore each and every one of you to join me in opposing this ordinance and any amendments. Demand that this be repealed like it should have in 2018 when it was deemed to be unconstitutional. We have to stop all of these distractions and focus on the real issues at hand.

Kimmy Siebens RN

Economic Inequity and Health Task Force Member, Washington Physicians for Social Responsibility, www.wpsr.org

President, Their Voice
<http://www.their-voice.org>

Founder, Bremerton Homeless Community Coalition
<https://www.facebook.com/groups/bremertonhomeless>



MAYOR'S REPORT

July 5, 2023

BREMERTON
WASHINGTON



Increasing Internal Efficiencies

Human Resources NeoGov online portal for onboarding and E-forms

- Human Resources has adopted NeoGov online portal to provide onboarding and E-forms to all employees
- All pre-boarding, onboarding and off-boarding procedures for employees are accessible via the online system
- E-files - All employees hired after April of 2022, have full access to their personnel files online. 25% of employees hired before April, 2022 have been scanned in and have current full access 24/7. We are consistently scanning new files to get that number to 100%



Increasing Internal Efficiencies

HR Onboard Overview

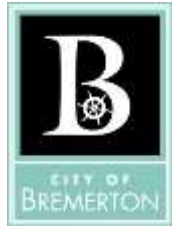
- Preboarding through Onboard has eliminated all paper for our new hires and allow for easy access to benefit previews.
- HR has streamlined electronic checklist templates associated with all new hires to streamline our Onboarding process. These have been developed and customized for each employee.
- Ability to easily create and assign checklists and forms to employees
- We can effectively Offboard employees who are departing the City by utilizing the Offboarding processes, checklists and special portal that we have created and customized for our employees.
- We have created customized online portals for all employees, including a Benefits portal, Wellness Portal and General Information Portal. This information is available 24/7 for all employees.

Increasing Internal Efficiencies

HR E-Forms

- Personnel files can be stored digitally. No more paper files and no need for storage areas.
- Offers employees self-service tools.
- Improves processes by creating workflows for internal routing of documents and policies.
- Ensures public sector compliance through automatically initiated processes.
- Allows for greater efficiencies in tracking and decreases loss and mismanagement of documents.
- Eliminates touch points.
- Forms are easily created in electronic format and made available to employees in one location.
- Central repository for all employee paperwork. New hire documents from Onboard can be accessed in E-Forms.

Ride Share and Van Pool Update



Increased Ride Share Stalls

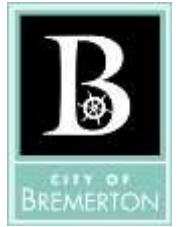
- City has completed 4 ride share stalls in Washington Avenue parking garage for total of 6 stalls
- Registered rideshare vehicles receive free parking in stalls

Increased Van Pool Stalls (Van Pool Incentive Pilot)

- Eight on-street van pool spaces distributed as of 2023:
 - 4 spaces in downtown core; 4 near shipyard walking gate access points
- City communicated van pool locations to Bremerton shipyard – they have included locations as part of their PSNS hiring events
- City will add up to 3 more van pool stalls in 2024 with continued emphasis on PSNS entrance areas

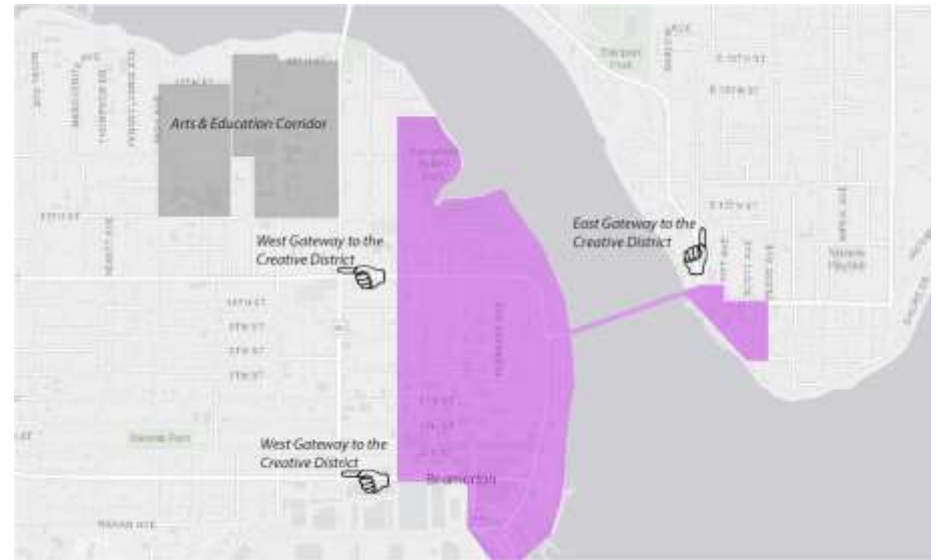


Creative District Update



Creative District Update

- Formal application for the City of Bremerton's Creative District Certification was submitted on 6/22 to the Washington State Arts Commission, which oversees the state program
- Bremerton's application will be reviewed by a Washington State Arts Commission review panel and the city will be notified within 60 days about certification



Creative District Map

- Greater Kitsap Chamber has partnered with the City of Bremerton and the Chamber has signed an agreement to be the lead administrator of the program
- We appreciate the time and commitment of everyone who has been part of pursuing the Creative District designation and will be leading this effort going forward!

**A Certified Creative District is a geographically defined area of cultural and economic activity recognized by the State of Washington as a place for people to gather and enjoy their community's arts, culture, and creativity.*

COUNCIL DISTRICT 1
JENNIFER CHAMBERLIN

A decorative graphic consisting of several parallel white lines of varying thicknesses, slanted diagonally from the bottom-left towards the top-right, crossing the text area.



I proudly protect Bremerton's
remarkable water resources!

- I use water wisely
- I avoid using plastic bags
- I check for vehicle leaks
- I use a commercial car wash

Customer Response: 360.479.1120
www.bremertonwa.gov







**FIREWORKS PROHIBITED
IN CITY PARKS**

B

BREMERTON MUNICIPAL CODE (13.04.060)





Report from District 2 Representative

Denise Frey
Councilmember, District 2
July 5, 2023





Bremerton Chamber of Commerce Luncheon



**RIBBON
CUTTING AT
MILLS
CROSSING
AFFORDABLE
HOUSING
PROJECT IN
EAST
BREMERTON**

It Takes A Village (City, County,
State, Federal and Others)



**ENDING
HOMELESSNESS
TOGETHER**

District Six Council Report





DISTRICT SIX TOWNHALL

*Presented by Anna Mockler,
Bremerton City Council, District Six*

Every Second Monday, 4-6pm
100 Oyster Bay Ave N (Bremerton Public Works)

**What are your hopes and concerns?
Talk to your City Councilor**

**What Council did last month
and
What they'll look at soon**

Questions? Email Anna.Mockler@ci.bremerton.wa.us



2023 Dates:

Jan 9, Feb 13, Mar 13, Apr 10, May 8, June 12,
July 10, Aug 14, Sept 11, Oct 9, Nov 13, Dec 11





District 3 Report

July 5, 2023



Bremerton Parks & Recreation Summer Playground Program

Fun at the Playgrounds

July 10 - Aug 4, 2023

2023 Playground Sites

Blueberry Park & Warren Avenue Park

737 Sylvan Way, Bremerton 1017 Warren Ave., Bremerton

Monday, Wednesday & Friday 11AM-2PM

Kiwanis Park & Manette Park

1701 5th Street, Bremerton 1136 Nipsic Ave., Bremerton

Tuesday & Thursday 11AM-2PM

Free Lunch @ 11:30AM



Thurs. July
13 @ 5pm



with
special
guests



MIX. ENGAGE. REPEAT.

The logo for Bremerton Greendrinks features a stylized wine glass icon to the left of the text "BREMERTON GREENDRINKS" in a bold, black, sans-serif font.

WHICH JOURNEY WILL YOU TRY OUT THIS YEAR?

SATURDAY
JULY
29

Bridging Bremerton 2023



10 a.m.
LET'S GET TO WALKING

START AT
EVERGREEN-ROTARY PARK

Explore all of the sights along the three-mile trail spanning two bridges.

Noon
A PARTY IN THE PARK

HOSTED BY
SEASIDE CHURCH

This community block party includes free games and food.

4 p.m.
HISTORY PUB CRAWL

START AT
MAHETTE SALOON

Feel, taste and learn about Bremerton's history at various venues.

#bridgingbremerton



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