



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

WEDNESDAY, MARCH 20, 2024
CITY COUNCIL HYBRID MEETING AGENDA

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

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

Webinar ID: 896 9481 3320
Passcode: 173061

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

1. **BRIEFING**: 5:00 – 5:30 P.M. in **COUNCIL CONFERENCE ROOM 603**
 - A. Review of Agenda
 - B. General Council Business (*Only as necessary...*)
2. **CALL TO ORDER**: 5:30 P.M. in **FIRST FLOOR CHAMBERS**
3. **MAYOR'S REPORT**
4. **CONSENT AGENDA**
 - A. Claims and Check Register
 - B. Minutes of Meeting – March 6, 2024
 - C. Minutes of Study Session – March 13, 2024
 - D. Acceptance of the Missing Middle Housing Grant; and Approval of the Interagency Agreement with the WA State Department of Commerce
5. **PUBLIC RECOGNITION** – *To address the Council on any issues not already on the agenda. Please state your name for the record in person, and limit your comments to under 3-minutes...*
6. **GENERAL BUSINESS** – *There are no General Business items tonight...*
7. **COUNCIL MEMBER REPORTS**
8. **EXECUTIVE SESSION**
 - A. 15-Minutes to discuss “Pending & Potential Litigation” as allowed under RCW 42.30.110 (1) (i);
With action anticipated...
9. **ADJOURNMENT OF CITY COUNCIL BUSINESS MEETING**



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.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4A

SUBJECT:

Claims & Check Register

Study Session Date: N/A

COUNCIL MEETING Date: March 20, 2024

Department: Legal Services

Presenter: Angela Hoover

Phone: (360) 473-5323

SUMMARY:

Approval of the following checks and electronic fund transfers:

1. Check Numbers 406270-406425 and EFT Numbers V40508-V40602 in the grand total amount of \$3,446,593.37
2. Regular Payroll for pay period ending February 29, 2024 in the amount of \$1,059,994.81

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 – March 6,
2024

Study Session Date: N/A
COUNCIL MEETING Date: March 20, 2024
Department: City Council
Presenter: Council President
Phone: (360) 473-5280

SUMMARY: The Minutes of Meeting held on March 6, 2024 are attached.

ATTACHMENTS: Meeting Minutes

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION AGENDA: N/A

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the March 6, 2024 Meeting Minutes as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

CITY COUNCIL HYBRID MEETING MINUTES

Wednesday, March 6, 2024

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

President Chamberlin announced the City Council is conducting the Council Meeting in-person with an option for the public to join in person, participate remotely via Zoom (except Public Recognition until hate speech can be addressed), or view on BKAT, because community involvement is encouraged. Anyone may request special accommodation to participate in Public Recognition remotely via Zoom up to 24 hours before every Council Meeting, through the City Clerk, by contacting (360) 473-5323.

MAYOR'S REPORT – *Mayor Wheeler highlighted:*

- Funding Updates for Kitsap Transit, Salvation Army, Mason County Sewer Extension, Warren Avenue Bridge Multimodal Project, and Safe Routes to Schools Improvements for View Ridge Elementary School
- Capital, Transportation, and Operating Budgets have been approved for this Legislative Session
- Biosolids Application
- Bremerton High School Knights (Basketball, Wrestling, and Cheer Teams) were successful at State Championships

CONSENT AGENDA

- 4A** – Check Numbers 406121 through 406269 and Electronic Fund Transfers V40430 through V40507 in the grand total amount of \$2,544,693.12; Regular Payroll for pay period ending February 15, 2024 in the amount of \$1,104,961.49; Regular Payroll Payout for the pay period ending February 15, 2024 in the amount of \$17,404.26; and Retiree Payroll for pay period ending February 29, 2024 in the amount of \$34,708.81
- 4B** – Minutes of Meeting – February 21, 2024
- 4C** – Minutes of Joint Planning Session – February 24, 2024
- 4D** – Minutes of Study Session – February 28, 2024
- 4E** – Confirm Reappointment of Vanessa Acierto to the Bremerton-Kitsap Access Television Citizens Advisory Committee
- 4F** – Resolution No. 3378 to approve the Capital Agreement with WA State Department of Commerce for the Connecting Housing to Infrastructure Program Grant for the Kitsap Community Resources Manette Housing Project
- 4G** – Contract Modification Agreement No. 4 with Kellermeyer Bergensons Services, LLC for Janitorial Services
- 4H** – Contract with Redside Construction, LLC for the Pine Road Basin Stormwater Improvements Marine Impact Basin Project
- 4I** – Stormwater Financial Assistance Program Grant Agreement with WA State Department of Ecology for Kitsap Lake Stormwater Retrofit Construction Project

Questions or comments from the public were provided by **Mike Simpson**...

5:45 PM M/S/C/U (Coughlin/Rebelowski) Move to approve the CONSENT AGENDA as presented.

Motion carried unanimously.

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

PUBLIC RECOGNITION – Questions and comments from the public were provided by **Mary Lou Long**, **Cori Kauk**, and **Mike Simpson**.

GENERAL BUSINESS – There were no General Business items...

COUNCIL MEMBER REPORTS

Denise Frey was happy with plans to improve safety around View Ridge Elementary School; was pleased with progress on construction at Bremerton Station; was encouraged by the passage of the school bond which opens up opportunities to rebuild View Ridge Elementary School and potential projects on the old East High property; announced that demolition of the former Harrison Hospital will be completed by the end of the year; and was excited about funding for the Warren Avenue Bridge.

Jeff Coughlin announced the “Fix Our Ferries” Townhall on Saturday, March 9 from 10:00 AM to 12:00 PM in the Meeting Chambers, which will feature guest Representative Greg Nance; enjoyed the Creative District Unveiling at the recent First Friday Artwalk; looked forward to the St. Patrick’s Day Parade and Puppy Parade on Saturday, March 16 starting at 2:00 PM; encouraged residents to apply for the City’s boards and commissions; and was pleased with news on the Warren Avenue Bridge.

Jane Rebelowski looked forward to improvements on Warren Avenue Bridge, especially for those who have limited mobility; announced the next District 4 Town Hall Meeting on Thursday, March 7 from 5:00 to 6:30 PM at the Bremerton High School Career Center Building, with featured guest Police Chief Tom Wolfe; and mentioned a blackberry pulling event on Saturday, March 9 at Matan Park will be postponed due to weather; and congratulated Bremerton High School sports teams.

Michael Goodnow announced the Charleston Business District Monthly Meeting on Tuesday, March 19 from 6:00 to 7:30 PM at “Typewriter Fever” located at 620 Callow Avenue, with a Zoom option; and volunteers are welcome for monthly Forest Ridge Park Stewardship Work Parties on 3rd Saturdays from 9:00 AM to 12:00 PM.

Anna Mockler announced the next District 6 Town Hall Meeting on Monday, March 11, 2024 from 4:00 PM to 6:00 PM in the Conference Room at the Bremerton Public Works Facility located at 100 Oyster Bay Avenue North; announced a Girls Exploring Math & Science Career Conference (for 5th to 8th grades) on Saturday, March 16 from 9:00 AM to 12:30 PM at Olympic College; acknowledged that Friday, March 8 is International Women’s Day; responded to concerns discussed earlier by Mr. Simpson; and acknowledged the numerous community events in District 6 and was grateful to her constituents for making this a better place to live.

Eric Younger was excited to see additional funding allocated for the homeless shelter and grateful for the legislators for their hard work; and congratulated Bremerton School athletes, specifically the Wrestling team.

Jennifer Chamberlin emphasized that while approximately \$40 million has been allocated to Bremerton, there is still a challenge to find \$5 million for the Warren Avenue Bridge Project; and also complimented Bremerton High School’s athletics director and program.

President Chamberlin announced the next Study Session will be on Wednesday, March 13 beginning at 5:00 PM in the 6th Floor Council Conference Room of the Norm Dicks Government Center, and the public is welcome and encouraged to attend in-person or remotely via Zoom, but there will be no opportunity to comment. Written comments are welcome anytime.

With no further business, **President Chamberlin** adjourned the Council Meeting at 6:20 PM.

Prepared and Submitted by:

Christine Grenier

CHRISTINE GRENIER
Legislative Assistant

APPROVED by the City Council on the 20th day of March, 2024.

JENNIFER CHAMBERLIN, City Council President

Attest:

ANGELA HOOVER, City Clerk

JC:AH:ls:cg

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4C

SUBJECT: Minutes of Study Session –
March 13, 2024

Study Session Date: N/A
COUNCIL MEETING Date: March 20, 2024
Department: City Council
Presenter: Council President
Phone: (360) 473-5280

SUMMARY: The Minutes of Study Session held on March 13, 2024 are attached.

ATTACHMENTS: Meeting Minutes

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION AGENDA: N/A

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the March 13, 2024 Meeting Minutes as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

CITY COUNCIL STUDY SESSION MINUTES

Wednesday, March 13, 2024

A Study Session of the City Council of the City of Bremerton was called to order on Wednesday, March 13, 2024 at 5:00 PM in Council Conference Room 603 located in the Norm Dicks Government Center at 345 6th Street, with Council President Jennifer Chamberlin presiding. Other Council Members present were Anna Mockler, Michael Goodnow (arrived 5:17 PM), Jane Rebelowski, Jeff Coughlin, and Denise Frey. Council Member Eric Younger was absent. Legislative Assistant Christine Grenier provided staff support.

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

Any of the items approved for action by the Council tonight, will be placed on the **March 20, 2024** City Council Meeting Agenda or as otherwise determined. She further established that a recording will be available online within a few days following the meeting.

A. **BRIEFINGS ON AGENDA BILL ITEMS**

1. Acceptance of the Missing Middle Housing Grant; and Approval of the Interagency Agreement with the WA State Department of Commerce **Consent Agenda**
2. 2024 – 2025 Council Goals & Priorities **Continued to a future Study Session, with date to be determined...**

B. **INFORMATION ONLY**

1. Diversity, Equity, and Inclusion Program Update and Discussion on Position Recommendations **Continued to a future Study Session, with date to be determined...**

President Chamberlin called brief breaks from 5:49 to 5:56 PM; and 6:04 to 6:09 PM...

C. **GENERAL COUNCIL BUSINESS**

1. Warren Avenue Bridge Multimodal Project Funding Discussion – Council President Jennifer Chamberlin **Continued to March 27 Study Session...**
2. Public Safety Committee Briefing (*Last Meeting 3/7/2024*) – Chair Denise Frey
3. Regional and Other Committee/Board Briefings
4. Other General Council Business was discussed.

President Chamberlin established that the next Council Meeting would be on Wednesday, March 20, 2024 beginning at 5:30 PM in the First Floor Meeting Chambers of the Norm Dicks Government Center; and announced that the public is invited to attend in person or remotely, with any special accommodations to speak via Zoom during Public Recognition may be requested through the City Clerk by calling (360) 473-5323 at least 24-hours prior to the meeting.

With no further business, the Study Session was adjourned at 7:49 PM.

Prepared and Submitted by:

Christine Grenier

CHRISTINE GRENIER, Legislative Assistant

APPROVED by the City Council on the 20th day of March, 2024.

JENNIFER CHAMBERLIN, Council President

ATTEST:

ANGELA HOOVER, City Clerk

JC:AH:ls:cg

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4D

SUBJECT:

Acceptance of the Missing Middle Housing Grant; and Approval of the Interagency Agreement with the WA State Department of Commerce

Study Session Date:	<u>March 13, 2024</u>
COUNCIL MEETING Date:	<u>March 20, 2024</u>
Department:	<u>DCD</u>
Presenter:	<u>G. Jackson</u>
Phone:	<u>(360) 473-5289</u>

SUMMARY:

The City of Bremerton requested, and was selected to receive, a \$75,000 no-match grant from the Washington State Department of Commerce.

The grant will help fund two items:

- 1) Consultant costs for graphic design of the Comprehensive Plan District Digest documents to increase communication and ease of reading,
- 2) Assist funding for existing DCD staff to develop regulation updates that would allow for “unit lot subdivision” (something that is required by State law, it is a subdivision type that is more conducive to creating Missing Middle Housing than traditional subdivisions). Staff will develop proposed regulation updates, which will include drafting new code language, conducting public outreach, and future presentations to the Planning Commission and City Council. These grant funds will offset General Funding that has already been allocated for DCD staff.

ATTACHMENTS:

\$75,000 Grant Agreement with Washington State Department of Commerce

FISCAL IMPACTS (Include Budgeted Amount):

This is a no-match grant that will be used to offset the General Fund DCD staff expense to prepare a Comprehensive Plan District Digests and Unit Lot Subdivision code update.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to accept the no-match grant with the Washington State Department of Commerce in the amount of \$75,000, 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

ATTACHMENT: DRAFT CONTRACT



Interagency Agreement with

Bremerton

through

Growth Management Services

Contract Number:

24-63336-156

For

Middle Housing Grant

Dated:

Date of Execution

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ATTACHMENT: DRAFT CONTRACT

Face Sheet

Contract Number: 24-63336-156

Local Government Division Growth Management Services Middle Housing Grants

1. Contractor City of Bremerton 345 6th Street, Suite 100 Bremerton, WA-98337		2. Regional Planner Benjamin Serr Benjamin.Serr@commerce.wa.gov	
3. Contractor Representative Andrea Spencer Community Development Director 360-473-5283 Andrea.Spencer@ci.bremerton.wa.us		4. COMMERCE Representative Anne Aurelia Fritzel Housing Planning Manager 360-259-5216 Anne.Fritzel@commerce.wa.gov	
5. Contract Amount \$75,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A	Federal Agency: N/A	ALN N/A	
10. Tax ID # N/A	11. SWV # 0000221-00	12. UBI # 81 007 710	13. UEI # N/A
14. Contract Purpose For activities that support the preparation and adoption of policies and/or codes and other measures specific to implement middle housing (RCW 36.70A.030(26)) by applicable statutory deadlines.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, and Attachment "B" – Budget.			
FOR CONTRACTOR _____ Greg Wheeler, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$75,000 (seventy five thousand dollars), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63336-156.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will

be paid by any other source, including grants, for that service. Any payment made by COMMERCE for costs that are determined to be duplicate, in Commerce's sole determination, shall be subject to recapture and may result in suspension or termination of this Contract.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B.** "COMMERCE" shall mean the Washington Department of Commerce.
- C.** "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D.** "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F.** "State" shall mean the state of Washington.
- G.** "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be 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.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A.** "Confidential Information" as used in this section includes:
 - i.** All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

- ii. All material produced by the Contractor that is designated as “confidential” by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
 - B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
 - C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten

calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B.** The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Grant Objective:			
1. Prepare informational “City Council District Digest” documents concerning of HB 1110 and Middle Housing. 2. Amend subdivision regulations to provide for unit lot subdivision and other subdivision code amendments necessary to implement HB 1110. 3. Draft middle housing ordinance and development and design regulations for HB 1110.			
Actions/Steps/Deliverables	Description	Start Date	End Date
Action 1	Create City Council District Digests, describing how each Council District may be impacted by Comprehensive Plan update land use modifications, including implementation of Middle Housing requirements per HB 1110. Digests include GIS mapping, demographic data, development data, and other information.	8/2023	2/7/2024
Step 1.1	Meet with Individual City Council members to discuss District Digests, HB 1110 implementation, and any requested alterations to District Digest prior to public release.	11/2023	1/2024
Step 1.2	Tour individual City Council Districts with individual Council members to discuss built environment, land use proposal, and HB 1110 implementation.	11/2023	1/2024
Step 1.3	Revise City Council District Digests based on City Council member feedback. This includes potential mapping, text, and data alterations.	11/2023	1/2024
Step 1.4	Draft public notification materials advertising City Council District Digests for upcoming City Council meetings, including posting flyers at City Parks, publication on Bremerton School District parent notification system <i>Peachjar</i> , advertising on City webpage, notifying interested parties, and more.	11/2023	1/2024
Step 1.5	Present District Digests at City Council Study Session, discuss HB 1110 implementation.	1/2024	1/2024
Step 1.6	Present District Digests at City Council Regular Meeting, discuss HB 1110 implementation, and overall housing strategy for Comprehensive Plan update.	2/2024	2/2024

ATTACHMENT: DRAFT CONTRACT

Deliverable 1	City Council Packet & Final District Digests as they relate to Middle Housing.		6/15/2024
Action 2	Create Draft zoning code amendments in legislative markup regarding Unit lot subdivision, and other subdivision zoning code amendments necessary to implement HB 1110.	6/2024	1/31/2025
Step 2.1	Review Commerce middle housing model ordinance anticipated January 23, 2024	1/23/2024	3/31/2024
Step 2.2	Participate in Commerce lead educational opportunities regarding model ordinance.	1/23/2024	6/15/2024
Deliverable 2	Draft Middle Housing ordinance (zoning code amendments) in legislative mark up.		1/31/2025
Action 3	Public process for review of Middle Housing Ordinance (zoning code amendments).		
Step 3.1	Develop report, analysis for start of public process. Planning Commission or Public Open House meeting(s) early for preliminary discussions.	6/2024	10/2024
Step 3.2	Prepare notices, distribute information, and public outreach.	6/2024	10/2024
Step 3.3	Perform Planning Commission Workshop(s) on specific topics, incorporate and gather the Commission and public comment(s).	6/2024	11/2024
Step 3.4	Conduct Agency/Tribal review and outreach.	2/2025	2/2025
Step 3.5	Present recommended amendments to Planning Commission and public hearing.	3/2025	3/2025
Step 3.6	Prepare draft ordinance and City Council Packet, prepare notices, and distribute information.	3/2025	4/2025
Step 3.7	Present to City Council Study Session and Public Hearing.	5/2025	5/2025
Step 3.8	Prepare for Council adoption and implementation.	5/2025	5/2025
Deliverable 3	Draft Middle Housing Ordinance and Summary Report on Public Outreach		6/15/2025

Attachment B: Budget

Grant Objective:	Fiscal Year	Commerce Funds
1. Prepare informational “City Council District Digest” documents concerning of HB 1110 and Middle Housing. 2. Amend subdivision regulations to provide for unit lot subdivision and other subdivision code amendments necessary to implement HB 1110. 3. Draft middle housing ordinance and development and design regulations for HB 1110.		
Deliverable 1. City Council Packet & Final District Digests as they relate to Middle Housing	FY1- June 15, 2024	\$37,500
Deliverable 2. Draft Middle Housing ordinance (zoning code amendments) in legislative mark up.	FY2 – January 31, 2025	\$18,750
Deliverable 3. Draft Middle Housing Ordinance and Summary Report on Public Outreach	FY2 – June 15, 2025	\$18,750
Total:		\$75,000

Funds must be invoiced in the appropriate fiscal year (FY1 or FY 2), or they may not be able to be paid. Please be sure to invoice for all FY 1 by June 30, 2024 and FY 2 by June 30, 2025.

**Published for
March 20
Council Meeting**

Item 3 – Mayor’s Report



MAYOR'S REPORT
March 20, 2024

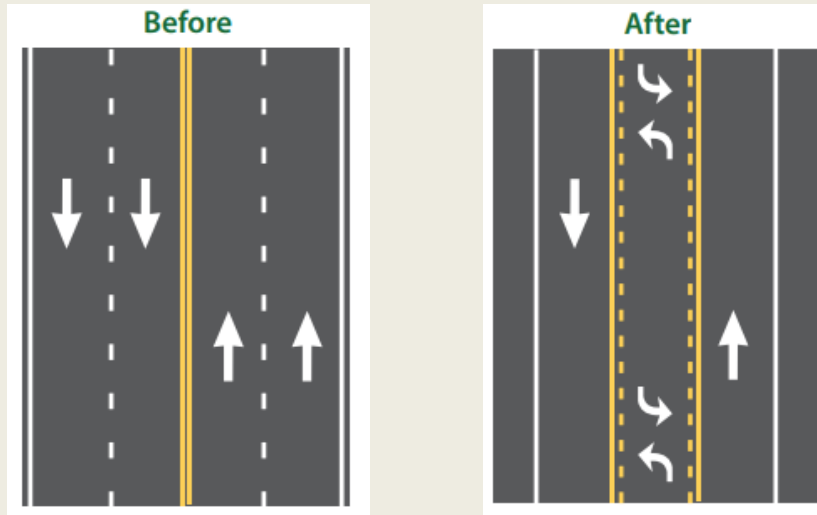
BREMERTON
WASHINGTON



6th St Active Transportation Improvements Project Update



The project includes a re-channelization of 6th Street improving active transportation connectivity and safety for all road users



- Design funded as part of the 2024 Bremerton Capital Budget
- Engineering Division has recently selected a consulting firm to support development of engineering design
- Initial public outreach will be prioritized and scheduled / communicated as soon as feasible (Estimated late Spring 2024)
- The schedule seeks to have the project “shovel ready” by the end of 2025



VISIT THE PROJECT WEBSITE FOR MORE INFORMATION AND TO STAY INFORMED

<https://www.BremertonWA.gov/404/Projects>

Washington & 11th St Project Update



- Construction has resumed as of February 12 (Temporary Roadway Closure / Detour In Place)
- Work has included pavement removal, storm drainage installation, water main replacement, and wall construction
- Currently anticipating a late May completion of major work in road closure prior to starting construction of roundabout

STAY INFORMED

PROJECT WEBSITE

www.bremertonwa.gov/404/Projects

PW&U FACEBOOK UPDATES

www.facebook.com/BremertonPublicWorks



Bremerton Creative District Update

Logo and Branding RFP

- The Bremerton Creative District is accepting RFPs for their logo and branding effort (visit BremertonWA.gov/bids.aspx to learn more)
- Submissions are being accepted from artists and graphic designers residing in Bremerton and the Kitsap Peninsula area
- The work would establish a brand identity for use throughout marketing efforts to build awareness of the arts in our community
- **The RFP closes end of day April 15, 2024!**



Bremerton Creative District Update

Creatively Restored

- Temporary virtual stores will be set up in empty building windows on a rotating basis. They will display merchandise, services, or art of businesses and artists and direct people to their websites and social media for more info.
- **Seven store owners have committed and several others have requested applications**
- A first batch of windows is scheduled to be displayed for downtown's First Friday on May 3 and a second batch is anticipated to be displayed prior to the Armed Forces Day Parade
- They are continuing to seek store owners for this new Creative District project!

For more information about the branding effort and the Creatively Restored project, email bremertoncreativedistrictwa@yahoo.com



Warren Avenue Bridge Multimodal Project Update

- Public input is welcome at the **Wed., April 3** and **Wed., April 17** City Council Meetings
- City Council will select a Preferred Alternative on April 17
- For more information about the project, please visit the project website: [Warren Bridge Multimodal Project \(warrenavebridgeproject.com\)](http://Warren Bridge Multimodal Project (warrenavebridgeproject.com))
- If there are any questions or concerns, please contact Shane Weber, Project Manager, via the below:

SHANE WEBER, P.E., PTOE
PROJECT MANAGER – ENGINEERING
SHANE.WEBER@CI.BREMERTON.WA.US
360-473-2354

PROJECT TIMELINE



2024 City Reforestation Project

Update shared by Public Works & Utilities



In early March, Forestry planted 30,000 Seedlings.

This is a typical annual program - for 2024 the plantings included a mix of Douglas-fir and Western red cedar

Planting sites are recently harvested areas that help restore forest health by creating habitat as well as replacing dead and dying trees

Sites are monitored by Forestry Staff for survival and invasive weed management



City of Bremerton Named a 2023 Tree City USA



211 N. 12th Street - Lincoln, NE 68508 - 888-448-7337 - arborday.org

We inspire people to plant, nurture, and celebrate trees.

Mayor Greg Wheeler
345 6th Street, Suite 600
Bremerton, WA 98337

Dear Tree City USA Community Member,

On behalf of the Arbor Day Foundation, I'm thrilled to congratulate Bremerton on earning recognition as a 2023 Tree City USA. Residents of Bremerton should be proud to live in a community that makes the planting and care of trees a priority.

Founded in 1976, Tree City USA is a partnership between the Arbor Day Foundation, the U.S. Forest Service, and the National Association of State Foresters. Bremerton is part of an incredible network of more than 3,600 Tree City USA communities nationwide, with a combined population of 155 million.

Over the last few years, the value and importance of trees has become increasingly clear. Cities and towns across the globe are facing issues with air quality, water resources, personal health and well-being, and energy use. Bremerton has taken steps to create to a brighter, greener future.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. Enclosed in this packet is a press release for you to distribute at your convenience.

We're excited to celebrate your commitment to the people and trees of Bremerton. Thank you, again, for your efforts.

Best Regards,

Dan Lambe
Arbor Day Foundation Chief Executive

**Published for
March 20
Council Meeting**

Item 5 – Public Recognition

Members of the council,

You may never understand the reason the great majority of Americans Salute the Flag and say the Pledge of Allegiance. I have found the words expressed in the Pledge at times to appear conflicting with what is happening in government actions. These words have not changed nor have the meanings and ideals expressed in those words changed. Only the actions of men in various positions of power have been in contradiction with the words. Unless you have served or had a member of your family whom you love dearly, serve and sacrifice for the freedoms and rights that this country provides, you may fail to see the power of words in the Pledge. We pledge Allegiance to our flag as a sign of fealty and recognition of what we stand for. One nation undivided working for the security and benefit of all. We say under God as we are not man-made but rather a creation by a much higher intelligence, Natures Creator. We strive to establish a form of government that respects the freedoms of an independent people. Our liberty is a promise we make with each other and is protected by a contract, defined by the Constitution. The writers of our constitution understood the blind greed for power that men can exact on others, given no rules to restrain them. When we say these words

and pay homage to the flag that represents all this, we remind ourselves of that contract with each other, and who we are; What we are doing and reestablish a connection with each other and why we are gathered together at a public meeting. The Constitution of the United States and the Constitution of Washington State are in harmony. When they are applied by the men and women that represent us, with fair minded and truthful collaboration to do the people's business, things go well, and peaceful coexistence is maintained. If not, chaos, where trust is lost, and discord is the norm. For these reasons I believe all our public meetings here at city council should recite the Pledge of Allegiance. Some say that our flag is just a piece of cloth. It is made of cloth, but it represents so much more than material. There are many flags designed to show who you are and what you stand for. There is only one flag that makes sense to me because I am an American citizen, who loves and appreciates our heritage.

Warren Avenue Bridge March 2024 testimony...Honor the community's participation and commitment

Thank you President Chamberlin and Council for the opportunity to speak to you this evening. I'm Dianne Iverson, resident of Bremerton and a former member of the Warren Avenue Bridge stakeholders advisory committee since spring of 2021, three, very long years ago.

I'm full of emotions both good and bad about the Warren Avenue Bridge. On one hand, I'm elated that the community supported and the council approved an 8 by 12 foot path on August 2, 2023. Thank you Council for that vote and for honoring the community's desire for a safer bridge that is more in line with the current state of the art multi-modal pedestrian/bike pathway design standards.

The "**preferred alternative**", as they like to call it in transportation circles, that Bremertonians chose and you as council supported, was never in alignment with what WSDOT wanted. We knew that then, and we know it now. WSDOT wanted a bridge design of 8 and 8. And today, WSDOT still wants a bridge design of 8 and 8, 3 years later. A bridge design I might add that is extremely dangerous for cyclists. As a resident of Bremerton, I don't want WSDOT to determine the final design of the Warren Avenue Bridge. This is **our** community and **our** bridge. WSDOT believes that they are above listening to us or our conclusions/decisions, even after we diligently followed the extensive required community process. Instead, they fight us with mis-information in order to achieve what they wanted in the first place.

So how does WSDOT try to railroad our community into changing our vote? Money. It's all about the money. It appears that we are 3.2 million short of being within budget. I totally disagree with that number. After reviewing the deep dive into the money crunching that Council member Coughlin shared with council on March 13th, 2023, I am now more than ever convinced that WSDOT is continuing to be the bully. I absolutely believe that their analysis of the bridge, its costs and its needs are inflated.

New York City has Central Park, London has Hyde Park, San Francisco has Golden Gate park, but none of these cities has what Bremerton has. We have the Olympic Mountains and Puget Sound. When the Warren avenue Bridge is completed Bremerton will have a completed and safe **Bridge to Bridge Urban Trail**. It will be our Ave. de Champs Elysees, a 2 mile paved trail that will be the first place we take our relatives when they come to visit.

As one of our new Bremerton leaders states: **Be Bold, Be Brave, Be Bremerton.**

Council, use your influence to find the \$ to continue to support what Bremertonians asked for.

Dianne Iverson
West Sound Cycling Club Board member
Warren Avenue Bridge Stakeholders Advisory Committee member
diverson1950@gmail.com

Council Testimony

Thank you for this opportunity to talk to you about the Warren Avenue Bridge Design process. I am Dennis Fulton, a resident of ^{Silverdale} ~~x~~, member of WSCC.

At the City Council Study Session March 13, Councilmember Jeff Coughlin discussed concerns regarding WSDOT's newly released structural design for the WAB. He was criticized for doing so.

We feel it is reasonable to question WSDOT as a source of information if their information was proven unreliable in the past. The review of the WAB design process below may refresh memories in this regard. What possible excuse is there **not** to ask questions when questions arise? Council members are not experts in all things. Any questions regarding the WAB design or UBITs should be answered in full and preferably verified by independent sources.

A short history of the design process follows: In 2021, staff asked Council to approve a design process for two 8-foot paths on the bridge. The reason for not pursuing the recommended 10-foot paths was that no UBIT exists that can inspect a bridge with a path wider than 8 feet. This was disproven, since, of course, there are. However, WSDOT held this position for the first 18 months of the design process, after which they admitted that their fleet of A-62 UBITs *could* inspect 10-foot paths. WSDOT also acknowledged that an A-62T UBIT (similar, but slightly larger than an A-62) can inspect a 12-foot path, but not a 14-foot path. Later, Council is given a viable affordable 14-foot path option, an admission that an A-62T UBIT *can* inspect a 14-foot path. Council is informed later that an A-62T cannot inspect a 14-foot path. Information from WSDOT changes frequently; existing documents verify this.

In November 2022 a WSDOT representative told Bremerton's design committee that WSDOT will not consider acquiring an A-62T UBIT because it will not be able to serve many of their existing bridges due to its weight, it would be a unique UBIT with different maintenance needs, it is cost prohibitive, and lastly, WSDOT will not evaluate their program to justify acquiring an A-62T.

WSDOT was asked what percent of their bridges could **not** be inspected by an A-62T, but declined to answer. That matters little since the few bridges that cannot be inspected by an A-62T can be inspected by the other UBITs in WSDOT's fleet.

The UBIT's manufacturer states the A-62 and A-62T are nearly identical functionally. An Oregon DOT bridge inspector told a WSCC member they tried to buy an A-62 but one wasn't available, so they purchased an A-62T costing about \$200,000 more. It works just like their other UBITs, and is used daily for their bridge inspections.

An A-62T would enhance WSDOT's UBIT fleet and be used on a daily basis. WSDOT, not Bremerton, should pay for it.

Council Testimony

Thank you for this opportunity to talk to you about the Warren Avenue Bridge Design process. I am Paul Dutky, resident of Bremerton and Chair of West Sound Cycling Club's bike advocacy committee.

If by this time you are confused by the preceding testimony, well, so am I. The information Bremerton needs to make decisions keeps changing. The design team repeatedly altered submitted designs to make them economically or structurally infeasible, and later added a puzzling requirement that bridge path widths be "symmetrical".

After the first 18 months of the design process, the design team felt the only viable option was 8-foot paths on both sides of the bridge.

One year later, staff told Council there were two acceptable options, an 8x8, and a 10x10. Their final preferred alternative was 10x10, with no other options. This design could be inspected by WSDOT's current UBITs. Council chose instead a 12x8 design. **IF** Council had chosen the 10x10 design, they would have soon discovered the cost would be significantly higher than estimated, because WSDOT determined their UBITs **can not** inspect a bridge a 10x10 bridge.

You get the point. WSDOT has not helped Council choose the best bridge design and **cannot be considered a trustworthy source of information.**

The public survey given to Bremerton residents asked folks their preferred path width. 47% of respondents want 12- or 14-foot paths, twice as many as those choosing 10 feet. 78% want a multimodal path width of 10 feet or greater that would accommodate bicycles. Only 16% want an 8-foot **walking** path.

AaronKnight's Memo lists safety recommendations for the planned 8-foot WAB path. It recommends bicyclists **walk** their bike on the 8-foot **walkway**, and the City should pass an ordinance requiring this, thus "protecting the city's liability should a crash occur involving a bicyclist".

It's hard to envision bicyclists of various ages and abilities walking this path. They will either ride in the walkway disregarding restrictions, and be responsible for any accident, or they will ride on the bridge deck where both the City and WSDOT **should** be held liable if they are injured or killed.

12-foot **multimodal** paths are what Bremerton wants. The widest paths our bridge can accommodate should be used. 12x8 is a good compromise.

**Published for
March 20
Council Meeting**

Item 7 – Council Reports

District Six Council Report









DISTRICT SIX TOWNHALL

*Presented by Anna Mockler
Bremerton City Councilor, District Six*

What are your hopes and concerns? Talk to your City Councilor

**What Council did last month
and
What they'll look at soon**

Every Second Monday, 4-6pm

100 Oyster Bay Ave N (Bremerton Public Works)

Questions? Email Anna.Mockler@ci.bremerton.wa.us

2024 Dates

January 8, February 12, March 11

April 8, May 13, June 10

July 8, August 12, September 9

October 14, November 11, December 9



COUNCIL DISTRICT 4

Jane Rebelowski



HOSTED BY COUNCILOR
JANE REBELOWSKI

DISTRICT 4 MONTHLY TOWNHALL MEETINGS

Bring all of your questions,
concerns, and comments
Everyone is welcome!

EVERY 1ST THURSDAY OF THE MONTH.
5:00PM - 6:30PM
BREMERTON HIGH SCHOOL - CAREER CENTER
BUILDING

Jane.Rebelowski@bc1.bremerton.wa.us



District 3 Report

March 20, 2024

GET INVOLVED!

Consider joining a Kitsap County advisory group. We invite people to apply who want to help improve the quality of life and services in Kitsap and represent their families, neighborhoods and interests.

Applications are now open for these advisory groups:

- Board of Equalization
- Bremerton Ferry Advisory Committee
- Commission on Children & Youth Advisory Board
- Council for Human Rights
- Manchester Community Advisory Council
- Non-Motorized Facilities Community Advisory Committee
- Noxious Weed Control Board
- Suquamish Community Advisory Council



DETAILS AT
KCOWA.US/ADVISORYGROUPS



START WHERE YOU ARE. USE WHAT YOU HAVE. DO WHAT YOU CAN.

ARTHUR ASHE

Share your experience & insights on a Kitsap County advisory group! Applications are now open for:

- Board of Equalization (*conduct hearings on property tax appeals*)
- Bremerton-Kitsap Access Television Advisory Committee
- Bremerton Ferry Advisory Committee
- Commission on Children & Youth Advisory Board - *Youth needed!*
- Council for Human Rights - *Youth needed!*
- Manchester Community Advisory Council
- Suquamish Community Advisory Council



DETAILS AT
KCOWA.US/ADVISORYGROUPS

SCAN ME



BremertonWA.gov/228/

I am interested in serving:

Please check one or more

- | | |
|---|--|
| <input type="checkbox"/> ADA Committee | <input type="checkbox"/> Ferry Advisory Committee |
| <input type="checkbox"/> Arts Commission | <input type="checkbox"/> Lodging Tax Advisory Committee |
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Parks and Recreation Commission |
| <input type="checkbox"/> Bremerton Housing Authority | <input type="checkbox"/> Planning Commission (18 years or older) |
| <input type="checkbox"/> Citizen's Commission on Council Salaries | <input type="checkbox"/> Public Access Citizens Advisory Committee |
| <input type="checkbox"/> Civil Service Commission (18 years or older) | <input type="checkbox"/> Race Equity Advisory Commission (REAC) |
| <input type="checkbox"/> Community Development Block Grant Advisory Board | <input type="checkbox"/> Tree Committee |
| <input type="checkbox"/> Complete Streets Committee | <input type="checkbox"/> Other |
| <input type="checkbox"/> Design Review Board | |

If other, please explain

Current Vacancies

Most require living in Bremerton city limits

- **Arts Commission (1)**
- **Audit Committee (1 CPA)**
- **BKAT Advisory Committee (2)**
 - Community Member and Student
- **Lodging Tax Advisory Committee (3 terms expiring April 2024)**
 - Members from eligible organizations or businesses required to collect tax
- **Parks and Rec Commission (1)**
- **Planning Commission (2)**
- **Race Equity Advisory Commission (5 – 9)**
 - Reside in Bremerton or in Urban Growth Area

To the City Council, Testimony for Public Recognition, March 20, 2024

My name is Charlie Michel. I am a retired Professional Engineer licensed in the State of Alaska. I now live in Bremerton. I have degrees in Chemical Engineering and an MBA. I spent 32 years developing and maintaining oil fields around the world.

I recommend that the Council's vote on August 2 for 12- and 8-foot shared use pathways on the Warren Avenue Bridge should stand.

I watched Councilmember Coughlin's presentation at the study session a week ago. I completely concur with his insights on the cost estimate and offer these comments.

- A 25% contingency seems ludicrous. The bridge has been studied quite a bit already. I contrast that with my former company developing oil reservoirs that are a mile or two in the ground and we only had a dozen data points (ie, exploratory wells). Yet we would only carry a 10-15% contingency.
- We not only do not appear to need a center catwalk the entire length of the span, but don't WANT to have one. Aspen Aerials estimates we only need 200 ft, not 1800 of catwalk to access all areas. A longer catwalk would be more metal to paint, and more places for birds to nest and poop on. So, that cost can come down.
- WSDOT requiring us to pay so much for an A62T seems out of order. There will be more state bridges with wide multimodal paths that will need this in the future. At most, we might pay the difference for an A-62. If this truly is the only bridge needing an A62T, we should instead rent one from the firm in Springfield, Oregon.
- On December 14, 2022, Steve Roark at WSDOT wrote the City a letter that was supportive of a 12 foot or wider alternative, that we the City should do what is optimal. This seems disingenuous considering their latest cost estimate, which is anything but supportive. It is as though they are pumping up numbers to hinder the 12 & 8 option.
- I believe the Public Works Committee should meet with WSDOT to review the estimate. Councilmembers should take the lead, thus reducing pressure on our Public Works department. Ideally, one of our legislators from Olympia would also attend.
- We should endeavor to build both sides under the same contract if possible. I have confidence in our finding additional money in the unlikely event of needing more. When the City of Poulsbo did the 305 Johnson Parkway roundabout and tunnel recently, they had seven grants. A project like ours is highly competitive and we would have no problem landing a few more dollars.

In summary, please let your August 2nd vote stand, which is what the public wants. Negotiate with WSDOT in good faith. After agreeing on a budget that is fair and equitable, start writing grants to build the connectors. The bridge should take priority at this point.

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