



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

WEDNESDAY, OCTOBER 18, 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 – October 4, 2023
 - [C.](#) Minutes of Study Session – October 11, 2023
 - [D.](#) Renewal of Professional Services Agreement with Kitsap Humane Society for Animal Control Services
 - [E.](#) Acceptance of Defense Communities Compatibility Account Grant for Construction of the Quincy Square Project; and Capital Agreement with WA State Department of Commerce
 - [F.](#) Public Works Agreement with Precision Concrete Cutting, Inc. for the 2023-2025 Sidewalk Trip Hazard Removal Unit Priced Contract
 - [G.](#) Resolution No. 3366 to repeal Resolution No. 3349; and adopt updated Council Rules & Procedures
5. **PUBLIC RECOGNITION** – *To address the Council on any issues not already on the agenda. Please state your name for the record, and limit your comments to under 3-minutes...*

Continued on next page...



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

6. **PUBLIC HEARING**

A. Public Hearing on Resolution No. 3367 to approve the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area *Public Comment Only...*

7. **GENERAL BUSINESS** – *There are no General Business items tonight...*

8. **COUNCIL MEMBER REPORTS**

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

10. **EXEMPT CLOSED SESSION**

Immediately following adjournment, an Exempt Closed Session will be held as allowed under RCW 42.30.140 (4)(b) to discuss Labor Negotiations or Proceedings

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4A

SUBJECT:

Claims & Check Register

Study Session Date: N/A

COUNCIL MEETING Date: October 18, 2023

Department: Legal Services

Presenter: Angela Hoover

Phone: (360) 473-5323

SUMMARY:

Approval of the following checks and electronic fund transfers:

1. Check Numbers 404462-404692 and EFT Numbers V39411-V39532 in the grand total amount of \$3,887,895.32
2. Regular Payroll for pay period ending September 30, 2023 in the amount of \$1,037,532.34
3. Regular Payroll payout for pay period ending September 30, 2023 in the amount of \$5,321.70

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 – October 4,
2023

Study Session Date: N/A
COUNCIL MEETING Date: October 18, 2023
Department: City Council
Presenter: Council President
Phone: (360) 473-5280

SUMMARY: The Minutes of Meeting held on October 4, 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 October 4, 2023 Meeting Minutes as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

CITY COUNCIL HYBRID MEETING MINUTES

Wednesday, October 4, 2023

The weekly meeting of the City Council of the City of Bremerton was called to order Wednesday, October 4, 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 (arrived at 5:30 PM remotely), Quinn Dennehy (arrived at 5:30 PM remotely), Michael Goodnow, Anna Mockler, and Eric Younger. Council President Jeff Coughlin was absent. Also present were City Attorney Kylie Finnell; Assistant City Attorney Brett Jette; Finance Director Mike Riley; City Clerk Angela Hoover; Legislative Assistant Christine Grenier; 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; 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 highlighted...*

- Downtown Lighting Project completed in September, one year early!
- Outreach to the homeless will be conducted through a partnership with community organizations before the Salvation Army Shelter opens on November 1

CONSENT AGENDA

4A – Check Numbers 404380 through 404461 and Electronic Fund Transfers V38348 through V39410 in the grand total amount of \$1,694,409.22; Regular Payroll for pay period ending September 15, 2023 in the amount of \$1,081,667.83; Regular Payroll (Payout) for pay period ending September 15, 2023 in the amount of \$6,053.24; and Retiree Payroll for pay period ending September 30, 2023 in the amount of \$35,647.23.

4B – Minutes of Meeting – September 20, 2023

4C – Minutes of Study Session – September 27, 2023

4D – Agreement with Air Management Solutions, LLC for the Oyster Bay HVAC Replacement Project

4E – ~~Contract Modification Agreement No. 2 with SCJ Alliance for Construction Management Services on the E. 11th Street & Perry Avenue Reconstruction Project~~ *Moved to General Business*

*Comments or questions from the public were provided by **Jane Rebelowski**; **Travis Merrigan**; **Roy Runyon**; and **Mike Simpson**.*

5:42 PM CHANGE ITEM ORDER – M/S/C/U (Younger/Mockler) Move that Item 4E be moved down to General Business.

The Motion to change the order of items carried unanimously.

5:43 PM AMENDED – M/S/C/U (Goodnow/Younger) Move to approve the CONSENT AGENDA as amended.

Amending Motion carried unanimously.

PUBLIC RECOGNITION – *Comments or questions from the public were submitted by **Mary Lou Long**; **Cary Bozeman**; **Dianne Iverson**; **Molly Brooks**; **Jane Rebelowski**; **Adrian Wright**; **Joslyn**; **Roy Runyon**; **Donna Shaw Wilson**; **Mike Simpson**; **Jo Walter**; **Kelsey Stedman**;*

Christi Lyson; and **Neal Foley**...With responses provided by **Vice President Chamberlin**...

PUBLIC HEARING

6A – PUBLIC HEARING FOR ACCEPTANCE OF 2024 EDWARD BYRNE MEMORIAL JUSTICE

ASSISTANCE GRANT: Lt. Ryan Heffernan summarized that the Bremerton Police Department is applying for the local solicitation of the Edward Byrne Memorial Justice Assistance Grant (JAG). For several years, funding has been used to help fund the salary for the position in the Community Resources Unit. The grant will allow the City to continue with the Unit and its crime prevention function and programs. The grant is from the Department of Justice. No matching funds are required of the City. Bremerton PD will request \$17,240 from the DOJ.

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

Comments or questions from the public were provided by **Mike Simpson** and **Roy Runyon**.

With no further questions or comments by the public, **Vice President Chamberlin** closed the hearing to the public, and opened discussion to the Council...

6:26 PM Motion was made by Younger; and seconded by Mockler...Comments were provided by Younger, Mockler, and Chamberlin.

6:28 PM M/S/C/U (Younger/Mockler) Move to approve the Edward Byrne Memorial Justice Grant, and to authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

GENERAL BUSINESS

7A – PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX, INC. FOR THE 2024 TRANSPORTATION COMPREHENSIVE PLAN & NON-MOTORIZED PLAN UPDATES:

Engineering Project Manager **Vicki Grover** stated that staff have negotiated with Parametrix and two sub-consultants (a public outreach firm and a transportation modeling company) to assist with the 2024 updates to the Transportation Element of the Comprehensive Plan and associated Non-Motorized Transportation plan. Together, these plans establish the vision for future improvements to transportation facilities in the City, and outline resources needed to implement the vision. Parametrix Senior Consultant **Michael Horntvedt** also provided a brief presentation.

Comments or questions from the public were provided by **Travis Merrigan**; **Jane Rebelowski**; **Roy Runyon**; and **Mike Simpson**.

6:47 PM Motion was made by Younger; and seconded by Goodnow... Comments and questions were provided by Younger, Goodnow, Mockler, Frey, Chamberlin, Mockler, Dennehy, Younger (Called for a point of order after Vice President Chamberlin called for the question)...With responses provided by **Ms. Grover** and **Mr. Horntvedt**...

7:16 PM M/S/C (Younger/Goodnow) Move to authorize the Professional Services Agreement with Parametrix, Inc. for the Transportation Element of the Comprehensive Plan; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

Voted in Favor of Motion: Dennehy, Goodnow, Younger, Frey, Chamberlin
Voted Opposed to Motion: Mockler
Motion carried: 5-Yes; 1-No

Vice President Chamberlin called a brief recess from 7:17 to 7:26 PM...

7B – CONTRACT MODIFICATION AGREEMENT NO. 2 WITH SCJ ALLIANCE FOR CONSTRUCTION MANAGEMENT SERVICES ON THE E. 11TH STREET & PERRY AVENUE RECONSTRUCTION PROJECT:

Engineering Project Manager **Vicki Grover** explained that the original contract with SCJ Alliance was executed on September 9, 2022, in the amount of \$ 719,312.22 for Construction Management Services for the East 11th Street & Perry Avenue Reconstruction Project. Contract Modification (CM) #1 was executed on July 6, 2023, in the amount of \$ 56,569.27 for additional effort due to project delays. This was for additional working days to match the additional working days granted to the contractor. This Contract Modification (CM) #2 in the amount of \$90,803.30 will accomplish two additional tasks for the city. Task one is to have SCJ inspect and document the additional paving we will do on Perry Avenue between East 11th Street and East 10th Street. This work is in addition to the original project scope of work. Task two is for SCJ to assist the city in the close out documentation of the project.

*Comments or questions from the public were provided by **Roy Runyon**; **Jane Rebelowski**; and **Justin in Manette**... With responses provided by **Ms. Grover** and **Shane Weber**...*

7:32 PM Motion was made by Younger and seconded by Dennehy...Comments or questions were provided by Younger, Chamberlin...With responses provided by **Ms. Grover**...

7:37 PM M/S/C/U (Younger/Dennehy) Move to approve Contract Modification No. 2 with SCJ Alliance for Construction Management Services on the E. 11th & Perry Ave Reconstruction Project; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

Motion carried unanimously.

COUNCIL MEMBER REPORTS

Denise Frey emphasized the importance of recognizing voices and perspectives, especially from committees and commissions; and acknowledged Paul Dutky, who had served on the Parks and Recreation Commission.

Anna Mockler invited everyone to attend the next District 6 Town Hall Meeting on Monday, October 9 from 4:00 to 6:00 PM at the Public Works Facility; announced Goodwill's free class schedule; and echoed comments made regarding Paul Dutky.

Eric Younger recognized the tremendous amount of work done by Paul Dutky, and more recently for NAD Park.

*At 7:46 PM, **Vice President Chamberlin** announced that a 10-minute Executive Session would be held to "discuss "Potential Litigation" as allowed under RCW 42.30.110 (1) (i); and that action was anticipated...*

Due to technical difficulties, Denise Frey left the meeting and did not return...

*At 7:56 PM, **Vice President Chamberlin** called the meeting back to order... The Motion was read into the record by Assistant City Attorney **Brett Jette**, so moved by Goodnow, and seconded by Younger...*

*Comments or questions were provided by **Roy Runyon**...With a response provided by **Mr. Jette**...*

7:57 PM M/S/C/U (Goodnow/Younger) Move to authorize the City Attorney's Office to pursue any necessary legal action to recover damages related to claims against Sophie Vernon and her

insurers.

Voted in Favor of Motion: Mockler, Younger, Dennehy, Goodnow, Chamberlin
Motion carried unanimously: 5-Yes; 0-No

Vice President Chamberlin announced the next Study Session on Wednesday, October 11 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 7:58 PM.

Prepared and Submitted by:

Christine Grenier

CHRISTINE GRENIER
Legislative Assistant

APPROVED by the City Council on the 18th day of October, 2023.

JEFF COUGHLIN, 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 –
October 11, 2023

Study Session Date: N/A

COUNCIL MEETING Date: October 18, 2023

Department: City Council

Presenter: Council President

Phone: (360) 473-5280

SUMMARY: The Minutes of Study Session held on October 11, 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 October 11, 2023 Meeting Minutes as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

CITY COUNCIL STUDY SESSION MINUTES

Wednesday, October 11, 2023

A Study Session of the City Council of the City of Bremerton was called to order on Wednesday, October 11, 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 (remotely). Other Council Members present were Eric Younger, Anna Mockler, Michael Goodnow, Denise Frey, and Jennifer Chamberlin. Council Member Quinn Dennehy was absent. Legislative Assistant Christine Grenier provided staff support.

President Coughlin 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...

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 **October 18, 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. **BRIEFINGS on AGENDA BILL ITEMS**

1. Update on the Parks and Recreation Commission Recommendations **Information only**
2. Renewal of Professional Services Agreement with Kitsap Humane Society for Animal Control Services **Consent Agenda**
3. Acceptance of Defense Communities Compatibility Account Grant for Construction of the Quincy Square Project; and Capital Agreement with WA State Department of Commerce **Consent Agenda**
4. Public Works Agreement with Precision Concrete Cutting, Inc. for the 2023 – 2025 Sidewalk Trip Hazard Removal Unit Priced Contract **Consent Agenda**
5. Resolution to authorize the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area **Public Hearing – Public Comment Only**

President Coughlin called a brief recess from 6:40 to 6:50 PM... **Vice-President Chamberlin** then continued to chair the remainder of the Study Session...

6. Update on the Warren Avenue Bridge Multimodal Project **Information only**
7. Update on Professional Services Agreement with Parametrix, Inc. for Oyster Bay Avenue Site Preparation to Develop a Homeless Shelter **Information only**
8. Resolution to repeal Resolution No. 3349; and adopt updated Council Rules & Procedures **Consent Agenda**

Vice President Chamberlin called a brief recess from 8:55 PM to 9:02 PM...

B. **GENERAL COUNCIL BUSINESS**

1. Discussion on Charter Section 18 relating to the City Auditor **Postponed**
2. Discussion on Funding Options in Response to Homelessness **Information only**
3. Discussion on possible definitions for Livability relating to the Joint Transportation Compatibility Plan **Postponed**

4. Audit Committee Briefing (*Last Meeting 9/29/2023*) – Chair Anna Mockler
5. Public Safety Committee Briefing (*Last Meeting 10/3/2023*) – Vice Chair Jennifer Chamberlin
6. Regional and Other Committee/Board Briefings
7. Other General Council Business (*As necessary, and as time allows...*)

President Coughlin established that the next Council Meeting would be on Wednesday, October 18, 2023 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 9:45 PM.

Prepared and Submitted by:

Christine Grenier

CHRISTINE GRENIER, Legislative Assistant

APPROVED by the City Council on the 18th day of October, 2023.

JEFF COUGHLIN, Council President

ATTEST:

ANGELA HOOVER, City Clerk

JC:AH:ls:cg

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4D

SUBJECT: Renewal of Professional Services Agreement with Kitsap Humane Society for Animal Control Services

Study Session Date:	<u>October 11, 2023</u>
COUNCIL MEETING Date:	<u>October 18, 2023</u>
Department:	<u>Financial Services</u>
Presenter:	<u>Melinda Monroe</u>
Phone:	<u>(360) 473-5306</u>

SUMMARY: The Kitsap Humane Society provides animal control services to several regional municipalities, including the City of Bremerton. The City of Bremerton and Kitsap Humane Society have agreed to the renewal and extension of the current Animal Control Services Contract with a 2-year term. Compensation will increase in 2024 by 8% and in 2025 by 5%. The agreement does allow for an additional compensation review if reporting provided shows that service levels are substantially increased. This change will go into effect January 1, 2024, through December 31, 2025.

ATTACHMENTS: 1) Kitsap Humane Society Animal Control Services PSA; 2) Animal Control Services City of Bremerton - Executive Summary

FISCAL IMPACTS (Include Budgeted Amount: This item is included in the 2024 Non-Departmental Budget.

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION: Move to approve the Animal Control Services Agreement between the City of Bremerton and Kitsap Humane Society; 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

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

The City of Bremerton ("City") and the Kitsap Humane Society ("Contractor"), referred to collectively as the Parties, enter into the following Agreement for professional services.

I. Scope: The Contractor shall provide the professional services defined in this Agreement and as necessary to accomplish the Scope of Work ("Scope of Services") attached hereto as Exhibit A. The Scope of Services may be modified only pursuant to Section VIII, subsection G of this Agreement. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed and pursuant to the provisions of Chapter 7.10 of the Bremerton Municipal Code ("BMC") entitled "Impoundment and Quarantine," as currently enacted and hereinafter amended. Applicable fees and costs for services are set forth in BMC Chapter 3.01, as currently enacted and hereinafter amended. PROVIDED, HOWEVER, the City reserves the right to prioritize Scope of Work and accelerate and/or delay work tasks under the time frame set forth in Section II herein.

II. Term: The term of this Agreement shall be two (2) years commencing on January 1, 2024 and terminating on December 31, 2025, unless otherwise earlier terminated in accordance with Section IX of this Agreement.

III. Compensation: In consideration of the services provided pursuant to this Agreement, the City shall pay Contractor the following Administrative Fee:

Year 2024	Annually: <u>\$260,296.50</u>	Or	Monthly <u>\$ 21,691.37</u>
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Automatic adjustments to the 2025 administrative fee compensation shall be adjusted at an increase of 5% of the total Annual Administrative fee. Adjustments can be withheld if the Contractor does not provide the City their reporting per Section 4 of the agreement.

In addition, the contractor shall retain all licensing fees pursuant to Section 8 of Exhibit A, and all fees collected pursuant to BMC 7.10.010(e) unless otherwise agreed by the parties.

The City shall pay the Contractor for costs of impoundment of animals exceeding thirty (30) days due to the Bremerton Municipal Court requiring the retention of evidence (animals). Such Boarding costs for impoundment beyond thirty (30) days shall be as set forth in Chapter 3.01 BMC. Cost for excessive Impoundment shall be billed as a reimbursement request and include invoicing and supporting evidence showing the start date of the animal's impoundment, monthly associated costs and the termination date of the animal's impoundment. In the event the Contractor finds it necessary to board the animals at other shelters for Court ordered impoundment beyond thirty (30) days, the City shall pay the Contractor for additional expenditures for veterinarian costs including medicine and lab work which will be billed separately at the Contractor's costs. The Contractor shall notify the City on the twenty fifth (25th) day if it appears Court ordered impounded animals will be sheltered for over thirty (30) days.

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

The Contractor shall submit monthly invoices for services in a format acceptable to the City. The City shall pay the Contractor by check within thirty (30) days of receipt of a supported invoice.

If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve Contractor of its obligations under this Agreement.

IV. Reporting: The Contractor shall provide the City both performance reporting and financial reporting.

A. The Contractor shall provide the City with quarterly performance reporting of contracted services and tasks as listed below at a minimum. This reporting shall include pet licensing data such as pets licensed, and animal control statistics such as number and type of complaints received and investigated. Other specific data will be provided as requested. The City reserves the right to withhold payment if reports are not submitted in a timely basis. Performance Reporting shall include the following information at a minimum:

- (i) Number of Animal Control Complaints investigated.
- (ii) Number animals declared Potentially Dangerous (PDA) or Dangerous
- (iii) Number of animals presented to KHS as strays from the City of Bremerton jurisdiction.
- (iv) Number of stray animals picked up by Kitsap Humane Society from the City of Bremerton jurisdiction.
- (v) Number of animal licenses issued to City of Bremerton residents by license type

B. The Contractor shall provide annually Financial Reporting no later than May 30th of the year following service. Reporting shall include: revenue collected, revenue distribution to services for provision of the animal control contract, revenue and costs incurred in administering the licensing program, a copy of Kitsap Humane Society's fixed asset depreciation, costs of delivering animal control services and allocation of that budget to the City of Bremerton. Additionally, reporting shall include Performance reporting as listed in item A above.

V. Relationship of parties: Contractor represents that it is skilled in the matters addressed in the Scope of Services and is performing independent functions and responsibilities within its field of expertise. Contractor and its personnel are independent Contractors and not employees of the City. Contractor and its personnel have no authority to bind the City or to control the City's employees and other Contractors. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-contractors of the Contractor. Contractor will be solely and entirely

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

responsible for its acts and for the acts of Contractor's agents, employees, representatives and sub-contractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Contractors to perform the same or similar work.

As an independent contractor, Contractor is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over Contractor or its personnel.

As an independent contractor, Contractor is responsible for payment of all taxes and licensing fees necessary to perform its obligations under this Agreement. These taxes and fees include but are not limited to State industrial insurance, Business & Occupation, State professional licensing, and City business licensing. If any taxes or fees due the City have been declared delinquent, the City may withhold the delinquent amount, plus any additional charges arising from the delinquency, from any payments due Contractor.

VI. Indemnification: Contractor 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, except for that portion of the injuries and damages caused by the City's sole negligence.

The City's review or acceptance of any of the 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 Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

VII. Insurance: The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work here under by the Contractor, its agents, representatives, employees, or sub-contractors.

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

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

Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and general 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, explosion, collapse and underground (XCU) if applicable; and
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 Contractor.

All required policies shall be provided on an "occurrence" basis except professional liability insurance (if required), which may 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 Contractor and a copy of an endorsement that is acceptable to the City, which names the City as an 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 and endorsements. The City further reserves the right to reject any unacceptable policies and/or endorsements.

The Contractor'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 Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.

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.

VIII. General Conditions:

A. Reports, Audit and Information. The Contractor shall maintain all books,

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting principles (GAAP). All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and Audit Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of accounts and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Contractor shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

B. Ownership and Use of Records and Documents. Original documents, drawings, designs and reports, including those in electronic format, developed under this Agreement are the property of the City. All written information submitted by the City to the Contractor in connection with the services performed by the Contractor under this Agreement will be safeguarded by the Contractor to at least the same extent as the Contractor safeguards like information relating to its own business. If such information is publicly available or is already in Contractor's possession or known to it or is rightfully obtained by the Contractor from third parties, Contractor shall bear no responsibility for its disclosure, inadvertent or otherwise.

All data, documents and files created by Contractor under this Agreement may be stored at Contractor's office in Silverdale, Washington. Contractor shall make such data, documents, and files available to the City upon its request at all reasonable times for the purpose of editing, modifying and updating as necessary until such time as the City is capable of storing such information in the City's offices. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Contractor pursuant to this Agreement, are instruments of service with respect to the project and are the property of the City. Any reuse by the City for other than the specific purpose intended will be at City's sole risk.

C. Work Performed at Contractor's Risk. Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-contractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor 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.

D. Place of Work. The Contractor shall perform the work authorized under this Agreement at its offices in Silverdale, Washington, and within the Bremerton City limits. Meetings with the City staff as described in Exhibit A, Scope of Services, shall take place at

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

the City's offices, or at locations mutually agreed upon by the parties.

E. Entire Agreement. This Agreement and its Exhibits constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

F. Severability. Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.

G. Modification. This Agreement may only be modified by written instrument signed by both Parties. If the annual reporting indicates that Dangerous Animal cases within the City of Bremerton have exceeded more than 30% of the prior year's numbers, or stray and deceased animal pick-up have increased more than 50% of the prior year's numbers; then the City of Bremerton and the Contractor may renegotiate the annual adjustment amount. Additionally, If Kitsap 911 increases their annual service fee beyond the annual cost in place as of the signing of this agreement, such increase will trigger allowance for modification and renegotiation of the Annual Compensation Administrative fee. Regardless of the above changes in service or Kitsap 911 fees in any year, in no case, will the renegotiated additional adjustment amount exceed 6%.

H. Written Notices. All communications regarding this Agreement shall be sent to the Parties at the addresses listed below by registered or 1st class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

City of Bremerton

Contracts Administrator
City of Bremerton Financial
Services
345 6th Street, Suite 100
Bremerton, WA 98337-1873

Kitsap Humane Society

Executive Director
9167 Dickey Rd NW
Silverdale, WA 98383-8860

I. Waiver. Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

J. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

K. Compliance with Laws. Contractor shall comply with all applicable Federal,

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

State, and local laws in performing its obligations under this Agreement.

L. Choice of Law and Venue. This Agreement shall be interpreted according to the laws of the State of Washington. Any Judicial action to resolve disputes arising out of this Agreement shall be brought in Kitsap County Superior Court.

M. Attorneys' Fees. In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

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

O. Equal Employment Opportunity Statement. It is the policy of the City of Bremerton to offer equal employment opportunity to all individuals. The City of Bremerton will administer all actions with respect to employment practices in compliance with federal, state and local laws, and will 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.

P. 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.

IX. Nondiscrimination: Contractor shall not discriminate in employment or services to the public on the basis of race, color, national origin, sex, religion, age, marital status, disability, or sexual orientation except for employment actions based on bona fide occupational qualification.

X. Suspension & Debarment: For contracts involving Washington State and Federal funding, Consultant 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 State or Federal department or agency. Consultant shall provide immediate written notice to the City if at any time it learns that it is or has become ineligible for certification. Should Consultant enter into a covered transaction with another firm, Consultant 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.

XI. Termination: This Agreement shall remain in force until terminated by written instrument upon mutual consent, or by the City of Bremerton for convenience. This

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
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Agreement may be immediately terminated for cause by a Party if the other Party substantially fails to perform through no fault of the terminating Party, and the non-performing Party does not commence correction of the failure of performance within thirty (30) days of the terminating Party's sending notice to the non-performing Party. Any Notice by Contractor shall include a report showing the status of all items listed in the Scope of Work current through the termination date.

A. Excusable Delays. The right of Contractor to proceed shall not be terminated nor shall Contractor be charged with liquidated damages for any delays in the completion of the work due to: 1) any acts of the federal government in controlling, restricting, or requisitioning materials, equipment, tools, or labor by reason of war, national defense, or other national emergency, 2) any acts of the City, its Contractors, or other public agencies causing such delay, and 3) causes not reasonably foreseeable by the Parties at the time of the execution of the Agreement that are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, fires, floods, strikes, or weather of unusual severity. PROVIDED, HOWEVER, that the Contractor must promptly notify the City within ten (10) calendar days in writing of the cause of the delay. If, on the basis of the facts and the terms of this Agreement, the delay is properly excusable, the City shall, in writing, extend the time for completing the work for a period of time commensurate with the period of excusable delay.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services performed by the Contractor to the effective date of termination, as described on a final invoice submitted to the City. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction. Any such use not related to the project which Contractor was contracted to perform shall be without liability or legal exposure to the Contractor.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the date and year indicated.

Signatures on following page

KITSAP HUMANE SOCIETY

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

Jamie Nocula, Interim Executive Director

Date

CITY OF BREMERTON:

Greg Wheeler, Mayor

Date

Approved as to form:

Kylie Finnell, City Attorney

Attest:

Angela Hoover, City Clerk

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

**EXHIBIT A
SCOPE OF SERVICES**

The Contractor agrees to furnish all labor, materials, equipment, and facilities to perform the duties and services required of the official Animal Control and Humane Society of the City. Such duties and services shall include the following:

- 1.. **Impounding Authority:** The Contractor shall act as the Animal Control and Impounding Authority for the City and shall provide impound services and facilities for all animals for which impounding is authorized or ordered by the City pursuant to City ordinances.

2. **Enforcement of Ordinances:** The Contractor is designated as the Animal Control Authority and shall enforce all ordinances of the City including enforcement of Park Codes in City Parks now in effect or hereinafter enacted relative to the care, treatment, control, impounding, and licensing of animals and commercial animal facilities. The Contractor shall investigate complaints of animal cruelty under RCW 16.52 and violations of BMC Title 7 and refer appropriate complaints to the City for prosecution. The Chief of Police of the City shall commission animal control officers of the Contractor over the age of twenty-one (21) years as special police officers of the City with the power to enforce City Ordinances and Washington State RCWs relating to animal control only. PROVIDED, that such commission shall be conferred at the discretion of the Chief of Police and may be revoked at will by him. All commissioned Animal Control Officers shall receive basic training in animal control enforcement from the Animal Control Academy in Burien (or comparable training elsewhere). Further, the Contractor shall assist City law enforcement officers for DUI/DWI stops and/or traffic accidents involving dogs or cats.

3. **Quarantine:** A pet or livestock that bites and breaks the skin of any person may be impounded by the animal control authority and, if impounded, shall be quarantined for ten calendar days to determine if the animal is infected with a disease. The place of quarantine shall be established by the animal control authority. The animal control authority may, in its discretion, allow the owner of the animal to maintain the quarantine. Any boarding fees incurred during the quarantine shall be paid by the owner of the animal. During the quarantine, the animal shall not have contact or access to any person or any other pet or livestock other than with the owner of the animal or animal control authority employees. Relinquished animals may be euthanized if they present a danger to Humane Society staff, as attested by the veterinarian and behavior consultant. This provision shall not be interpreted as diminishing, reducing or eliminating any person's duties and liabilities otherwise provided by law.

4. **Injured Animals:** The Contractor, while on patrol or by request, shall pick up injured domestic animals on City streets, roads, parks, and alleys. The Contractor shall provide veterinary care for such animals and will make every attempt to locate the owner. If the owner of such animal is unknown or unavailable, the Contractor shall make such disposition of said

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

animal as it deems necessary or appropriate according to any applicable City, County, State or other appropriate regulations.

5. **Clearing of Livestock:** The Contractor, on request, shall assist officers of the Bremerton Police Department in clearing the City streets and roads of livestock or any other domestic animals at large or deceased on said roads and streets. If an owner cannot be located by Police or the Contractor, the Contractor will take in stray chickens, pigs and horses, but not cows. The Contractor shall not be responsible for disposal of deceased livestock.

6. **Animals brought to Shelter:** The Contractor shall accept dogs, cats, and other small pets brought to the Shelter by their owners or authorized persons, PROVIDED, such animals shall have not bitten any person within the last ten (10) days so as to have broken the skin; PROVIDED FURTHER, that disposition of said animal shall be at the discretion of the Contractor. Nothing herein contained shall be construed to prevent the Contractor from charging the owner for euthanasia and/or cremation where such services are requested of the Contractor or deemed necessary. When any domestic pet being surrendered by their owners or authorized persons to the Kitsap Humane Society, the contractor may take into consideration available shelter capacity prior to acceptance. Shelter vacancy at a rate of 5% or less allows the contractor to refuse acceptance of the pet.

7. **Assistance in Prosecution:** The Contractor shall provide its animal control officers the necessary courtroom training to present evidence and provide testimony in the prosecution of all violations of any ordinance or statute pertaining to animals herein defined. The Contractor shall assist all officers of the City in obtaining and presenting evidence in connection with the prosecution of all violations of City ordinances pertaining to animals covered by this Agreement. The Contractor will honor all Bremerton Municipal Court Subpoenas.

8. **Licensing, Marketing and Fees:** The Contractor shall be responsible for issuing licenses and collecting the fees therefore for all animals for which a license is required by City ordinance, at no cost to the City. The Contractor shall be responsible for administering the City's licensing program for all animals for which a license is required by the City. All licensing fees collected by the Contractor from City of Bremerton pet owners shall be retained by the Contractor and shall be used first to cover the cost of operating and marketing the licensing program, then to help pay for the spaying and neutering of unclaimed stray pets from the City of Bremerton before they are adopted out, and lastly to help subsidize a portion of the cost of offering discounted spay or neuter surgery services to low-income residents of the City. The licensing responsibilities of the Contractor shall include:

- a. Issue licenses and collect fees.
- b. Offer City of Bremerton residents both annual and lifetime pet licensing options.
- c. Offer City of Bremerton residents an on-line licensing registration option.

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
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- d. Offer City of Bremerton residents chicken licenses on an annual basis and renewal.
- e. Send out renewal notices and reminders to pet and chicken owners via mail or online.
- f. Promote and market the licensing program to Bremerton residents.
- g. Submit monthly or quarterly reports to the City detailing licenses issued and fees collected; and
- h. Submit an annual report to the City identifying the total number of licenses issued; and the costs of administering the program.

9. **Routine and Educational Services:** The Contractor shall provide the following services of a routine and educational nature to the citizens of Bremerton:

- a. The Contractor shall take in all stray domestic animals found within the City of Bremerton and provide those animals with kenneling and care, including inoculations and flea treatments. Stray animals that are reported to the Contractor via the "911" Central Communications system shall be retrieved by the Contractor; in the case of multiple "911" calls, the Contractor may use its own criteria to prioritize its responses to such calls. Stray animals brought to the Contractor by City residents shall be accepted by the Contractor. The Contractor shall make reasonable attempts to contact a stray animal's owner if identifying information is found on the animal, such as a license tag, identification tag or microchip. The Contractor shall provide a redemption system to enable owners to reclaim their lost pets.
- b. Provide a twenty-four (24) hour lost and found pet information phone line and develop, if possible, a web site with appropriate safeguards to view animals that have been picked up as stray.
- c. Provide education to the public on responsible pet ownership and other animal welfare issues. Such education shall include signage showing regulatory and violation reporting information to be posted at City Parks and other public spaces.
- d. Provide subsidized spay and neutering surgery programs for low-income residents of the City.
- e. At the request of an elderly or disabled/infirm City resident and with the permission of the property owner, the Contractor will set and retrieve trap(s) necessary to impound stray or injured domestic dogs and/or cats.
- f. Provide an adoption program that promotes responsible pet ownership as well as securing the spaying or neutering of animals in order to reduce population.
- g. Act as a resource facility for court-ordered community service.
- h. The Contractor shall be responsible for the removal and disposal of all dead domestic animals from the Bremerton streets, roads, sidewalks and alleyways. If the owner of such animal is unknown or unavailable, and the Contractor has made reasonable attempts to contact the animal's owner if

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
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identifying information is found on the animal, the Contractor shall make disposition of the animal as it deems necessary or appropriate under the circumstances.

10. **Emergency and 24-Hour Services:** The Contractor shall perform the Scope of Services listed above during normal business hours of the Contractor; however the clearing of livestock from roadways, impoundment of injured animals, and assistance to City law enforcement officers and fire personnel during DUI/DWI stops, traffic accidents, and structural fires shall be considered an "emergency" and responded to twenty-four (24) hours a day, 365 days a year.

Further, in response to calls dispatched through CENCOM 911, the Contractor will provide emergency services 24 hours a day, seven days a week, including:

- a. Handling injured at-large animals, including animals injured in accidents.
- b. Responding to unprovoked dog bites where the dog is still at large and a threat to the public.
- c. Providing assistance to law enforcement for search warrants, traffic stops, accidents, evictions and other essential duties.

All "emergencies" shall be at the mutual discretion of the Contractor and the Bremerton Police/Fire personnel. Nothing contained herein shall require the Contractor or its agents to respond after the Contractor's normal business hours for routine animal complaints, pickups, or patrols.

Animal Control Services Executive Summary

The 2024-2025 Animal Control Services agreement includes increase of 8% for 2024 and a flat 5% for 2025. This was agreed based on both increase service demands and increase costs as evidence by a CPI increase of 9.1% for Pet Services nationwide. The Animal Control Services Agreement provides the City the following services: response to dangerous or roaming animals; collection of stray animals; shelter services, veterinary and adoption services for stray animals; charging of violations; and licensing services. Below are statistics to show the volume of work performed by our Animal Control, Kitsap Humane Society and across Kitsap County. Also included for your review are statistics to show the continued increase from 2019 through August 2023 of animals that are entering the shelter as strays. The City acknowledges that these demonstrated service demands warrant the first year increase, the second year flat fee, and the shorter service term.

Animal Control Case Stats

Jurisdiction	2019	2020	2021	2022	2023 (1/1/23 to 08/01/23)
City of Bremerton	816	611	607	744	432
City of Poulsbo	194	116	114	167	121
City of Bainbridge Island	232	132	115	152	119
City of Port Orchard	251	191	176	187	115
Unincorporated Kitsap County	2920	2038	1853	1940	1143
Total Cases (Includes other agencies and non-Kitsap contracts)	4,457	3,107	2,932	3,237	1,930

Year to date case numbers 2021 compared to 2023.

1/1/21 to 8/1/21 - 360 Cases

1/1/23 to 8/1/23 - 432 Cases w/near 17% increase when compared to 2021 case totals.

Case Percentage Breakdown for 911 response services (2022)

City of Bremerton	22%
City of Poulsbo	5%
City of Bainbridge Island	4%
City of Port Orchard	5%
Unincorporated Kitsap County	60%
Other (tribal, Gig Harbor, office line)	1-4%

Bremerton Infractions issued:

2021- 6

2022- 6

2023 YTD- 9

Bremerton Potentially Dangerous/Dangerous Animals

2021- 3

2022- 3

Animal Control Services Executive Summary

2023 YTD- 4

Bremerton Cases Forwarded for Charges (Felony and Misdemeanor)

2021-1

2022-1

2023 YTD-0

Bremerton Strays Including Deceased Animals (coming to KHS via Admissions Dept. and Animal Control)

2021-340

2022-479

2023 YTD-286

The above numbers represent animals processed through animal control as strays and animals presented to KHS from the public as strays. There is nearly a 30% increase of animal intake when comparing 2021 to 2022 stats. This data shows the rising intake of animals from City of Bremerton.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4E

SUBJECT:

Acceptance of Defense Communities
Compatibility Account Grant for Construction
of the Quincy Square Project; and Capital
Agreement with WA State Department of
Commerce

Study Session Date:	<u>October 11, 2023</u>
COUNCIL MEETING Date:	<u>October 18, 2023</u>
Department:	<u>Public Works & Utilities</u>
Presenter:	<u>Katie Ketterer</u>
Phone:	<u>(360) 473-5334</u>

SUMMARY:

The City has been awarded a Defense Communities Compatibility Account (DCCA) Grant for the construction of the Quincy Square Project in the amount of \$1,750,000. Quincy Square is a street reconstruction project on 4th Street between Pacific Avenue and Washington Avenue. With this state grant, and along with local and federal funds already committed to the project, the construction phase of the project is fully funded.

ATTACHMENTS:

- 1) Grant Award Letter, 2) Site Plan Graphic, 3) Grant Agreement

FISCAL IMPACTS (Include Budgeted Amount): The project is included in the Capital Improvement Program, budgeted in the Transportation Capital Fund. The total project cost is estimated at \$5,550,000.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to accept the grant for the Quincy Square Project approve the Grant Agreement with the Washington Department of Commerce; 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

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

June 1, 2023

City of Bremerton
345 6th Street STE 100
Bremerton, WA 98337
Delivered via Email to Katie Ketterer at katie.ketterer@ci.bremerton.wa.us

RE: Defense Community Compatibility Account (DCCA) Grant

Dear DCCA recipient:

I am pleased to inform you that the City of Bremerton has been awarded \$1,750,000 in grant funds from the Defense Community Compatibility Account grant program for the Quincy Square Civic Improvement project. The 2023 Legislature created this grant program to facilitate the compatibility between military installations and neighboring communities.

Funding for this program is provided from one account:

- Funding comes from the Defense Community Compatibility Account (DCCA), Growth Management Services (GMS), Washington State Department of Commerce Capital Budget. Project costs may begin to be incurred on 1 July, 2023. Failure to utilize these funds in a timely manner may lead to the Washington State Legislature to re-appropriate the funds at their discretion.

This grant will be administered by the Washington Department of Commerce, Growth Management Services (GMS) unit. Before we disburse the funds, a contract with an agreed upon scope of work and budget will need to be executed between your organization and the Department of Commerce.

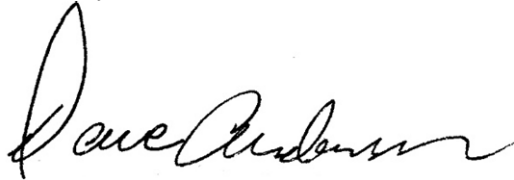
All pre-contracting requirements must be met prior to executing a contract and before drawing down any grant funds. If not already provided, these may include:

- Proof of site control.
- Documentation of consultation with Department of Archeology and Historic Preservation (DAHP) and affected tribes has been completed and there is a plan for preservation of archeological, historical and cultural resources (EO 21-02).
- For requests for system development charges or fees, documentation of charges/fees waived by the city or a letter of commitment from the city that the fees will be waived and the timeframe for such waiver.
- Commitment of other funds.
- If applicable, state prevailing wages and documentation or attestation of strong labor standards.
- Risk assessment survey, if requested.
- Proof of insurance coverage, if requested by Commerce.
- Any documents needed to respond to new federal guidance.

Once all pre-contracting requirements have been met, a contract will be prepared and sent to the applicant for signature. The authorized representative will need to sign the contract and then return a scanned pdf copy to the Commerce project manager. Then the project manager will route the contract for Commerce's signature. It generally takes two to four weeks to fully execute a contract. Once executed by Commerce, a fully executed copy will be scanned and a pdf copy emailed to the jurisdiction and the grantee will have access to their funds. This is a reimbursement-style grant, meaning no advance payments under any circumstances, reimbursable costs are those that a grantee has already incurred.

Mike Cahill from GMS DCCA will be in touch with you to develop the contract(s) and answer any questions you may have. His email is mike.cahill@commerce.wa.gov, and his phone number is 564-669-4931.

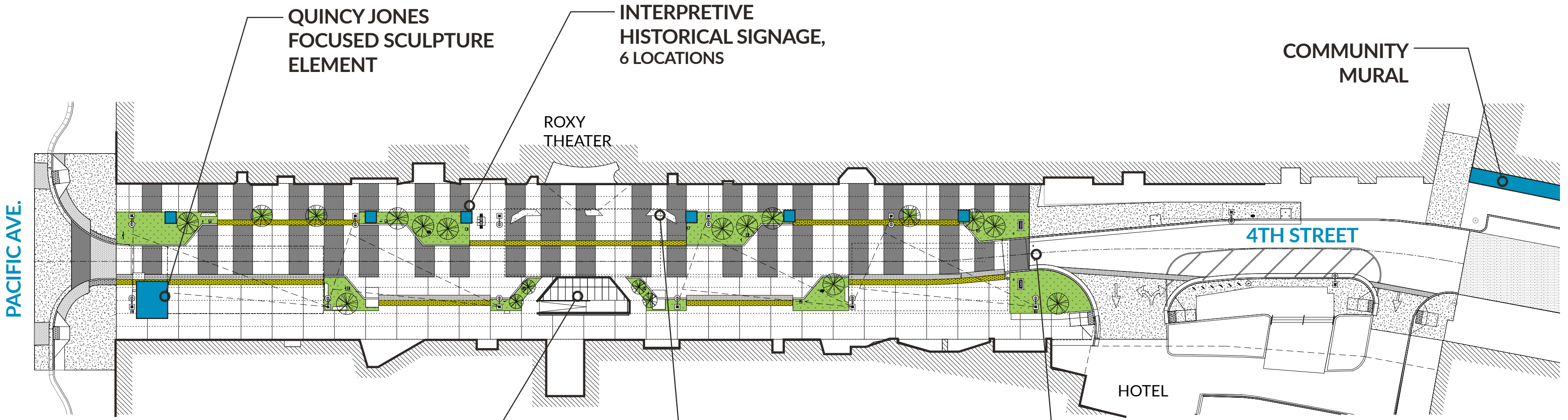
Sincerely,

A handwritten signature in black ink, appearing to read "Dave Andersen". The signature is fluid and cursive, with a large initial "D" and "A".

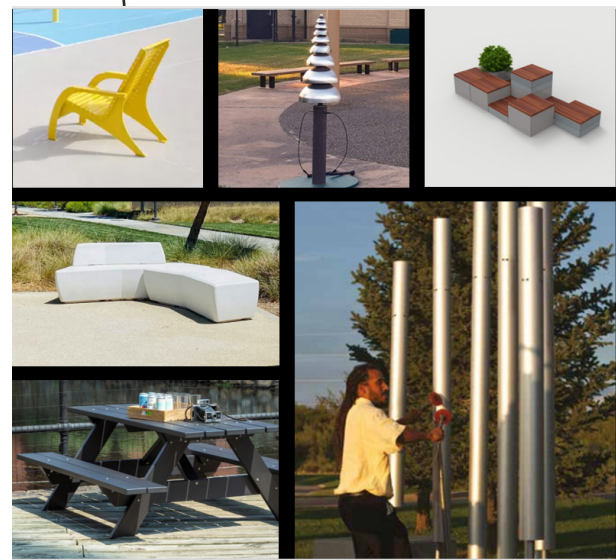
Dave Andersen, AICP
Managing Director
Growth Management Services

cc: Mike Cahill, DCCA Program Manager, Growth Management Services

QUINCY SQUARE SITE PLAN



OUTDOOR STAGE



INTERACTIVE ELEMENTS AND FURNITURE



STREET CLOSURE SIGNS



Capital Agreement with

City of Bremerton

through

Growth Management Services

Contract Number:

24-96724-107

For

DCCA 2023-24

Dated: Saturday, July 1, 2023

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Face Sheet

Contract Number: 24-96724-107

Local Government Division Growth Management Services Defense Community Compatibility Account

1. Contractor City of Bremerton 345 6 th Street STE 100 Bremerton, WA 98337		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Katie Ketterer Project Manager (360) 473-5334 Katie.ketterer@ci.bremerton.wa.us		4. COMMERCE Representative Michael Cahill DCCA Program Manager (564) 669-4931 Mike.cahill@commerce.wa.gov 2001 6th Ave Suite 2600 Seattle, WA 98121 	
5. Contract Amount \$1,750,000	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2023	8. End Date June 30, 2027 Contingent on reappropriation, June 30, 2025 if funds are not reappropriated
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
ALN N/A			
10. Tax ID # 91-600123	11. SWV # 0022100	12. UBI # 181-002-539	13. UEI # HV84RG6NYN64
14. Contract Purpose Establish contract between the City of Bremerton and DCCA Program, Department of Commerce for the Quincy Square civic improvement project. This project intends to improve economic vitality and livability for Bremerton residents, including civilian DoD and enlisted Navy personnel who work at Naval Base Kitsap- Bremerton.			
COMMERCE, defined as the Department of Commerce, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including: Attachment A – Scope of Work; 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. 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.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed one million seven hundred fifty thousand dollars (\$1,750,000) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services 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 24-96724-107. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. 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.

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.).

4. 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.

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

6. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or

expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Failure to maintain the required insurance coverage may result in termination of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Contract start date a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required or requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured. GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

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
- Attachment C – Certification of Additional Funds
- Attachment D – Certification of Payment and Reporting of Prevailing Wages
- Attachment E – Additional Pre-Contracting Certifications

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 Exhibits, 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" 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. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

3. 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.

4. 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.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

9. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

10. CONFIDENTIALITY/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.

11. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Contractor and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Contract, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding contracts, and monitoring contract, during the 24-month period preceding the start date of this Contract. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by Commerce that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a Contract.

In the event this contract is terminated as provided above, Commerce shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of Commerce provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which Commerce makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

13. 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.

14. DISALLOWED COSTS

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

15. **DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

16. **DUPLICATE PAYMENT**

Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

17. **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.

18. **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

19. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

20. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

21. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. 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.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this contract.

26. PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether

employees are similarly employed;

- B.** Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
- i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

27. POLITICAL ACTIVITIES

Political activity of Contractor's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

30. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

31. 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.

32. 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.

33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

34. RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

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

36. 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.

37. 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.

38. 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.

39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

40. 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.

41. 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.

42. 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.

43. 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.

44. **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 COMM

Attachment A: Scope of Work

Project Scope Description: Please include a thorough project description, including all essential project components. If the project is meant to be conducted in phases, describe the phase elements and approach:

Bremerton’s Quincy Square project is a shovel-ready civic improvement that will transform a long-neglected street into an active, safe, inclusive, and attractive pedestrian focused urban festival plaza. This project will improve economic vitality and livability for Bremerton residents, which includes both civilian Department of Defense (DOD) and enlisted Navy personnel who work at Naval Base Kitsap – Bremerton (NBK-BR).

The project honors the legendary Quincy Jones, a world-renown Grammy-winning artist, and Bremerton native. The block, located in the downtown business core is considered blighted, with vacant buildings lining the south side of the street. Public investment is necessary to spur redevelopment of the block and to draw people back downtown after COVID-19. Additionally, Quincy Square will improve livability and economic vitality in downtown Bremerton by creating a draw for visitors and residents. Currently, downtown is driven economically by Naval Base Kitsap – Bremerton (NBK-BR) through private parking lots and lunch business. By the early evening, the NBK-BR workforce leaves and downtown struggles to stay vibrant. Many establishments close early or do not stay open for dinner at all.

This funding request is for the construction phase of Quincy Square and will complete the project. Preliminary design and bid documents are 95% complete.

Quincy Square will be a festival street with pedestrian centric improvements. It will include lighting, seating, infrastructure to support events and street closures, bicycle facilities, landscaping, and public amenities. The construction funding leverages over \$500,000 of investment to date for design of the project.

Quincy Square will stimulate economic recovery through construction of a regional attraction in the form of a desirable urban neighborhood and a flexible public gathering space ideal for hosting a wide range of festivals, concerts, markets, and other community events.

The concept for improving 4th Street from Pacific Avenue to Washington Avenue was developed by a grass roots consortium of active and interested citizens, professional groups, and city leaders. Momentum around the project was building continuously and sparked private investment of over \$17,000,000 on the north side of the block, including housing. Additional private investment has stalled due to COVID-19, making public investment critical to rekindle momentum lost during the economic crisis of 2020. Construction of the project will spur additional private investment and job creation, both of which can be measured directly.

The vision for the block honors the legendary Quincy Jones, who lived in Bremerton while in his formative years. Mr. Jones is a multi-Grammy winning musical visionary and icon whose creative work and philanthropy has had an impact on an international scale. It is a goal of this project to honor the story of this community member and to provide equitable access to a musically engaging streetscape that will inspire the next generation of Quincy Jones'. The African American community has been engaged in the design process through public meetings and sub-committees have formed to guide the selection of art and interpretive signage elements for the project that will tell the story of Mr. Jones. Ongoing outreach has been essential to ensuring the project is inclusive and will result in a diverse community space where all are welcome and represented.

The street concept compliments and builds on the revitalization of downtown that has been happening block by block over the last two decades and will encourage increased density and housing in the downtown area. The strategic combination of residential and commercial uses lining a modern walkable streetscape will yield a result whose impact will be felt throughout Bremerton and the region. The Quincy Square project will help relieve Bremerton of its chronic designation as a blight zone, spurring new investment downtown. By attracting new residents to live downtown, it will create demand for new housing which will spur badly needed market rate and affordable apartments, as well as retail. 4th Street presents a unique opportunity to draw investment into the conversion of underutilized and vacant retail and office space to housing. This will increase the overall availability of housing without displacing or reducing the amount of affordable housing. Quincy Square supports local needs and generates increased business traffic while drawing new visitors to downtown Bremerton.

Quincy Square leverages momentum behind the historic and recently revitalized Roxy Theater, a non-profit focused on music and film events, while honoring an inspirational Bremerton role model, Quincy Jones. Bremerton is a diverse city with an active Black, Indigenous and People of Color (BIPOC) community that has been involved in, and supportive of, this project.

Milestones	Anticipated Completion Time
NEPA Permit	8/1/2023
Bid Date	12/20/2023
Contract Award	1/10/2023
Substantial Construction Completion	11/30/2024
Grand Opening/Ribbon Cutting	Fall 2024
Full Project Completion	2/28/2025

Attachment B: Budget

Task/Deliverable	Amount
Task 1: Construction	\$1,570,000.00
Task 2: Art	\$55,000.00
Task 3: Professional Services and Management	\$125,000.00
TOTAL	\$1,750,000.00

Attachment C: Certification of the Availability of Funds to Complete the Project

Non-State Funds	<u>Amount</u>	<u>Total</u>
Federal Grant Federal Community Project Grant	\$2,500,000	
City of Bremerton Local Funds	\$800,000	\$3,300,000
State Funds		
State Capital Budget DCCA	\$1,750,000	\$1,750,000
Total Non-State and State Sources		\$5,050,000

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Attachment D: Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Attachment E: Additional Pre-Contracting Certification Documents



Bremerton DAHP and
Tribal Consultations.p



Bremerton LEED
Form.pdf



Bremerton Site
Control.pdf

Quincy Square

State Defense Community Compatibility Account Grant

- Project will reconstruct 4th Street from Pacific to Washington into a festival street
- \$1.75 million grant awarded to Bremerton for the construction of Quincy Square
- Grant is managed by the Department of Commerce
- Requesting the acceptance of grant and approval for Mayor to execute grant agreement
- Standard grant agreement with Commerce



Quincy Square

Funding Summary (Design and Construction)

Funding Source	Revenue Amount
Federal EDI Grant	2,500,000
State DCCA Grant	1,750,000
Transportation Capital	255,000
Stormwater	450,000
Water	100,000
State Appropriation (Design Phase)	445,000
Total Revenue	\$5,500,000

**Project cost estimate is \$5.5 million, so no funding shortfall is anticipated at this time*



Quincy Square

Community Support Acknowledgment

- Quincy Jones
- NAACP Unit 1134
- NBK Command
- IFPTE Local 12 (NBK Engineer's Union)
- 4th Street Action Group
- Kitsap Transit
- Sound West Group
- Columbia Hospitality (for Kitsap Conference Center)
- Bremerton Housing Authority
- Downtown Bremerton Association
- Bremerton Kiwanis
- Bremerton School District
- Music Discovery Center
- KEDA
- Bremerton Chamber of Commerce (now Greater Kitsap Chamber)
- Olympic College Foundation
- Roxy Bremerton Foundation



Quincy Square

Timeline Update

- NEPA permitting is complete
- Bid ready documents are being completed now
- Bid late fall/early winter
- Award construction contract in early 2024
- Suspend construction contract for material procurement
- Construction in summer 2024
- Ribbon cutting in fall 2024



Quincy Square

Action Items

- Art Committees are releasing calls for a mural and a sculpture – selection of artists early next year
- Creating an Operations and Activation Plan (will include a public meeting)
- Convening a committee for the design of interpretive signage (will include public meetings)
- Contract for construction management/construction engineering (will include a plan for business outreach during construction)



AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4F

SUBJECT:

Public Works Agreement with Precision
Concrete Cutting, Inc. for the 2023-2025
Sidewalk Trip Hazard Removal Unit Priced
Contract

Study Session Date:	<u>October 11, 2023</u>
COUNCIL MEETING Date:	<u>October 18, 2023</u>
Department:	<u>Public Works & Utilities</u>
Presenter:	<u>Nick Ataie</u>
Phone:	<u>(360) 473-2306</u>

SUMMARY:

The project includes a multi-year (3 year, 2023-2025) unit priced contract which includes removal of sidewalk trip hazards through concrete cutting at various locations throughout the City. The City bid the project using the MRSC Small Public Works Roster, opening bids on September 14, 2023 and one bid was received from Precision Concrete Cutting, Inc. (PCC). The bid from PCC was determined to be responsive and responsible with a total bid price of \$272,883.00, including sales tax. Upon approval of this unit priced contract, annual work orders will be issued in 2023, 2024, and 2025 based on budgeted capital funds under the City's Sidewalk Program (Trip Hazard Reduction). Anticipated work locations for 2023 have been scoped (Attachment 2) and subsequent year scopes will be developed by staff for 2024 and 2025.

ATTACHMENTS:

1) Public Works Agreement; 2) 2023 Work Locations; 3) Bid Tabulation Summary

FISCAL IMPACTS (Include Budgeted Amount):

This project is budgeted in the Transportation Capital Fund (Sidewalk Program).

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the Public Works Agreement with Precision Concrete Cutting, Inc. for the 2023-2025 Sidewalk Trip Hazard Removal Unit Priced Contract; 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

PUBLIC WORKS AGREEMENT

THIS AGREEMENT is entered into between the City of Bremerton, a Washington Municipal Corporation ("City"), and _____ ("Contractor"), whose mailing address is _____.

The parties agree as follows:

1. CONTRACTOR SERVICES. The Contractor shall perform the following services for the City: **2023-2025 SIDEWALK TRIP HAZARD REMOVAL UNIT PRICED CONTRACT**

2. TIME OF COMPLETION. Contractor shall complete the work within the contract time specified on the Work Order from the date of issuance of the City's Notice to Proceed.

3. COMPENSATION. The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents. The City has established this contract as a Unit Priced Contract for a three- (3) year period. Work under this contract will be authorized by Work Order using a Work Order form that will describe the work including total quantities, associated unit prices, and a total Work Order Price. Unit prices shall be based on the Bid Schedule, including annual adjustment as described in the Proposal Form. Applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this agreement. The Contractor shall invoice the City monthly. The City will pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the City. The City payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Performance Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a performance bond for the full contract amount to be in effect until thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
- B. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor & Industries and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
- C. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this agreement; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor 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 Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor.

- D. Final Payment: Waiver of Claims. THE MAKING OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL PRECLUDE ALL CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

4. INDEPENDENT CONTRACTOR. Contractor is and shall be at all times acting as an independent contractor and not as an employee of the City. The Contractor 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 Contractor, officer, agents, employees and sub-contractors. The Contractor shall also secure all applicable business licenses, if required, in connection with the contract services, including all required licenses for Contractor's officers, agents, employees and sub-contractors.

5. 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 Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this agreement.
- C. The Contractor's failure to make full and prompt payment to sub-contractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.

If the City terminates this agreement for good cause, the Contractor shall not receive any further monies due under this agreement until the Contract work is completed.

6. PREVAILING WAGES. Contractor 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. Contractor 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. Contractor will be required to pay Kitsap County Prevailing Wage Rates current on the bid opening date. The Kitsap County rates are available at the Department of Labor and Industries website.

7. CHANGES. The City may issue a written work change directive for any change in the Contract work during the performance of this agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the City's project manager within two (2) business days of the date the Contractor

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 Contractor'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 Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving a written work change directive or change order from the City. If the Contractor fails to require a change order within the time allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below:

A. Procedure and Protest by the Contractor. If the Contractor disagrees with anything required by a work change directive or change order, including any direction, instruction, interpretation, or determination by the City, the Contractor 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 Contract'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 Contractor is asserting a schedule change or disruption.

The Contractor 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 Contractor's records needed for evaluating the protest.

3. 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. Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed promptly with the work as the City has ordered.

C. Contractor's Acceptance of Changes. The Contractor 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 Contractor 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 Contractor also waives any additional entitlement and accepts from the City any written order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written order (including directions, instructions, interpretations, and determination).
- F. Liens. In the event that there are any liens on file against the City of Bremerton, the City of Bremerton shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Bremerton to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk

8. CLAIMS. The Contractor 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 Contractor 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 Contractor knew, or should have known, of the facts giving rise to the claim. At a minimum, a Contractor's written claim must include the information set forth regarding protests in Section 7.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.

Contractor 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.

9. WARRANTY. The Contractor 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 Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

10. INDEMNIFICATION. Contractor shall defend, indemnify and hold the City, its officer, 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, except for injuries and damages caused by the City's sole negligence.

The City's inspection or acceptance of any of Contractor'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 Contractor and the City, its officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THIS INDEMNIFICATION CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSE 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.

11. INSURANCE. The Contractor shall procure and maintain for the duration of this agreement insurance of the types and in the amounts described below against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representative, employees, sub-consultants or sub-contractors.

Before beginning work on the project described in this agreement, the Contractor 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 general 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; explosion, collapse and underground (XCU); and
- C. Excess Liability insurance with limits not less than \$1,000,000 per occurrence and aggregate; and
- B. 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 Contractor.

The City, its officials, employees, agents and volunteers shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the

Contractor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance.

The Contractor's 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 Consultant'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 Consultant 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 set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The City reserves the right to receive a certified copy of all the required insurance policies. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. The Contractor shall, upon demand of the City, deliver to the City copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

12. MISCELLANEOUS.

A. Equal Employment Opportunity Statement. In the hiring of employees for the performance of work under this Agreement, the Contractor, its subcontractors, or any person acting on behalf of Contractor 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.

B. 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.*

C. Compliance with Laws. *Contractor shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this agreement.*

D. Work Performed at Contractor's Risk. *Contractor 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 Contractor's own risk, and Contractor 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.*

E. Nonwaiver of Breach. *The failure of the City to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect*

F. 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 Contractor under any of the provisions of this agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the Kitsap County Superior Court, Kitsap County, Washington.

G. Attorney's Fees. To the extent not inconsistent with RCW 39.04.240, 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 10 of this agreement.

H. Written Notice. All communications regarding this agreement shall be sent to the parties at the addresses listed on the signature page of this agreement, 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 on this agreement.

I. Assignment. Any assignment of this agreement by the Contractor without the written consent of the City shall be void.

J. 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 Contractor.

K. Severability. If any one or more sections, sub-sections, 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.

L. 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.

M. Mutually Bound. Contractor and Subcontractor are mutually bound by the terms of this agreement. Terms of this agreement will apply to the work of any subcontractor. The Contractor shall assume toward the subcontractor all obligations and responsibilities the Owner, under this agreement, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under this agreement, assumes towards the Owner.

N. Suspension & Debarment. For contracts involving Washington State and Federal funding, Contractor 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 State or Federal department or agency. Contractor shall provide immediate written notice to the City if at any time it learns that it is or has become ineligible for certification. Should Contractor enter into a covered transaction with another firm, Contractor 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.

O. Solicitation of Minority Business. Per RCW 35.22.650, Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The contractor shall be required to submit evidence of compliance with this section as part of the bid.

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

CONTRACTOR

THE CITY OF BREMERTON

Print Name: _____
Title: _____

Print Name: Greg Wheeler
Title: Mayor

DATE _____

DATE _____

Notices to be sent to:

Notices to be sent to:

CONTRACTOR:

CITY OF BREMERTON:

Engineering: Attn Nick Ataie
345 6th Street, Suite 100
Bremerton, WA 98337
(360) 473-2306

APPROVED AS TO FORM:

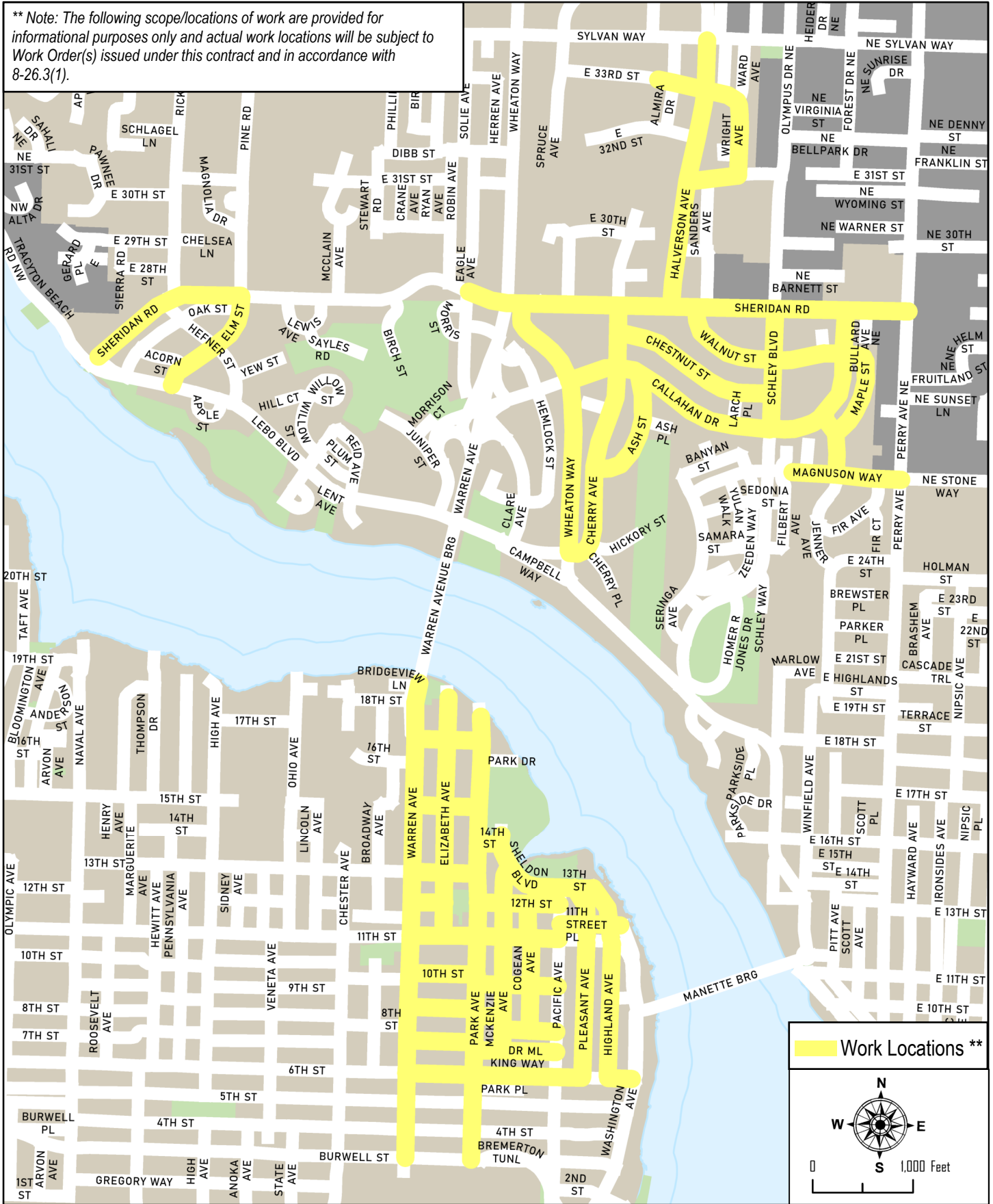
Kylie J. Finnell
Bremerton City Attorney

ATTEST:

Angela Hoover, City Clerk

END OF PUBLIC WORKS AGREEMENT

**** Note:** The following scope/locations of work are provided for informational purposes only and actual work locations will be subject to Work Order(s) issued under this contract and in accordance with 8-26.3(1).



2023 - 2025 SIDEWALK TRIP HAZARD REMOVAL UNIT PRICED CONTRACT
Project # 315057
Sidewalk Trip Hazard Removal Scope of Work



CITY OF BREMERTON
2023-2025 SIDEWALK TRIP HAZARD REMOVAL UNIT PRICED CONTRACT



CITY PROJECT NO. 315057

BID OPENING DATE: Thursday, September 14, 2023
 BID OPENING TIME: 11:00 AM
 BIDS OPENED BY: Nick Ataie
 BID OPEN LOCATION: City of Bremerton Engineering
 345 6th Street, Suite 520
 Bremerton, WA 98337
 (Opened via Zoom)

BID SUMMARY

NAME OF BIDDER	Proposal Signature Page	Proposal Bond	Required Forms *	UNIT PRICE	SUBTOTAL	TOTAL BID PRICE
Precision Concrete Cutting	Y	Y	Y	\$ 69.97	\$ 90,961.00	\$ 272,883.00
ENGINEER'S ESTIMATE				\$ 70.00	\$ 91,000.00	\$ 273,000.00

LOW BIDDER SUMMARY

APPARENT LOW BIDDER		\$ 272,883.00
SECOND LOW BIDDER		N/A
THIRD LOW BIDDER		N/A

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

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

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

4G

SUBJECT:

Resolution No. 3366 to repeal Resolution No. 3349; and adopt updated Council Rules & Procedures

Study Session Date: October 11, 2023

COUNCIL MEETING Date: October 18, 2023

Department: City Council

Presenter: Council President
Jeff Coughlin

Phone: (360) 473-5280

SUMMARY:

The Council Rules & Procedures were last updated by Resolution No. 3349 on May 18, 2022.

Discussion on this item has been continued from Study Sessions held previously on June 28, July 12, July 26, August 23, September 27, and October 11.

ATTACHMENTS:

- 1) Resolution No. 3366 with Exhibit A Council Rules & Procedures

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 Resolution No. 3366 to repeal Resolution No. 3349; and adopt new Bremerton City Council Rules & Procedures.

COUNCIL ACTION:

Approve Deny Table Continue No Action

RESOLUTION NO. 3366

A RESOLUTION of the City Council of the City of Bremerton, Washington, repealing Resolution No. 3349 and adopting new Rules & Procedures for the City Council to conduct its business.

WHEREAS, the City Council adopted Resolution No. 3349 on May 18, 2022, which adopted Rules & Procedures for the City Council to conduct its business; and

WHEREAS, the City Council desires to update the Rules & Procedures for the City Council;
NOW THEREFORE,

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

SECTION 1. Resolution No. 3349 is hereby repealed in its entirety.

SECTION 2. The Bremerton City Council Rules & Procedures attached hereto as Exhibit A are hereby adopted and shall become effective upon passage of this resolution.

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:

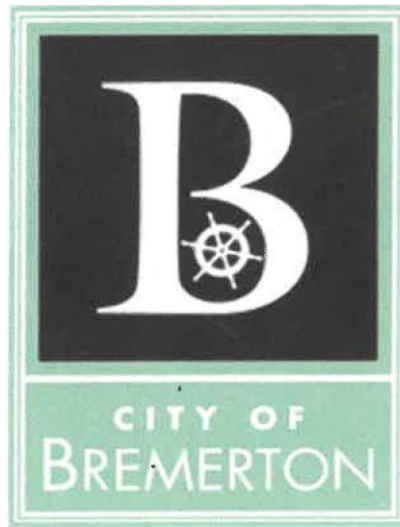
ATTEST:

KYLIE FINNELL, City Attorney

ANGELA HOOVER, City Clerk

Bremerton City Council

Rules & Procedures



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RULE 1 - MEETINGS

1. Regular Meetings: The City Council shall meet in accordance with Rule 5, except as follows:

- (a) There shall be no regular meeting of the City Council during the week of Thanksgiving.
- (b) If at any time any regular meeting of the City Council falls on a legal holiday, then pursuant to RCW 42.30.070 such regular meeting shall be held on the next business day.
 - i. Upon a motion, and majority vote, the Council may recess from a meeting to a certain time and place set forth in the motion.
 - ii. Meetings may be relocated to accommodate special needs or circumstances.

2. Special Meetings: Special Meetings or any change in the time or location of a regular meeting shall be called by the Council President, or a majority of the members of the City Council, by delivering personally or by mail or e-mail, written notice to each member of the Council; and to each local newspaper of general circulation, and to each local radio or television station which has on file with the City a written request to be notified of such Special Meeting or of all Special Meetings. The notice must be delivered personally or by mail, or e-mail at least twenty-four hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the Special Meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meetings. Written notice may be dispensed with:

- (a) If a member, prior to the convening of the meeting, files waiver of notice with the City Clerk, either written or by e-mail; or
- (b) If a member is actually present at the time the meeting convenes; or
- (c) If the Special Meeting is called to deal with an emergency involving injury or damage to persons or property, or the likelihood of such, where these requirements would increase the likelihood of such injury or damage. (RCW 42.30.080).

3. Quorum: Four Council Members shall constitute a quorum for the transaction of business and in the absence of a quorum the members present may adjourn the meeting to a later date.

4. Open Public Meetings Act: All Council meetings shall be conducted in conformity with the Open Public Meetings Act (RCW 42.30).

5. Appearance of Fairness/Conflict of Interest: In all its dealings, the Council and its individual members shall be governed by RCW 42.36 (Appearance of Fairness Doctrine); RCW 42.20 (Misconduct of Public Officers) and RCW 42.52 (Ethics in Public Service) and Chapter 2.96 BMC (Code of Ethics).

6. Executive Sessions: The Council may hold Executive Sessions during a regular or Special Meeting to consider matters allowed under RCW 42.30.110 as it now exists or is hereafter amended including:

- (a) consideration of acquisition or sale of real property if public knowledge would adversely affect the price;
- (b) discussion with legal counsel of City enforcement actions or potential or pending litigation in which the City is, or is likely to become, a party;
- (c) to receive and evaluate complaints against a public employee, unless the employee requests the consideration to be held in an open meeting;
- (d) evaluate the performance of an employee or qualifications of an applicant for City employment, so long *as* the final decision to hire and terms of employment, and decisions to terminate or discipline, are taken in an open meeting;
- (e) to review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs; and
- (f) to evaluate the qualifications of a candidate for appointment to elective office.

See RCW 42.30.110 for complete itemization of Executive Session topics.

Before convening in Executive Session, the presiding officer shall announce the purpose of the session and the anticipated length of such session, and whether further action is anticipated. Should the session require more time, a public announcement shall be made that the session will be extended. The Council will return to the open meeting, as applicable, for Adjournment of the meeting. Confidential discussions during Executive Sessions shall not be disclosed by any Council Member or City official in attendance to any person unless confidentiality is waived by a majority of the Council. Violation of confidentiality may result in a censure motion by the Council during a regular meeting.

7. Remote Appearance: Council Members may appear remotely at a Council Meeting under limited circumstances. Remote appearances are for the benefit of the City of Bremerton and not for the benefit of an individual Council Member. Remote appearances may occur as follows:

- (a) The Council President may approve a Council Member's remote appearance at a Council Meeting when one or more of the following circumstances exists:
 - i. Due to fire, flood, earthquake, or other emergency, there is a need for action by a governing body to meet the emergency; or
 - ii. A vote of the council of the whole is required for action; or
 - iii. A unanimous vote of the whole council is required for passage of a measure; or
 - iv. On a case-by-case basis.

(b) In the event that subsection 7(a) of Rule 1 of the Bremerton City Council Rules & Procedures has been satisfied and more than one Council Member is absent, reasonable efforts shall be given to provide all absent members an opportunity to appear remotely. In no event shall the Council President approve a Council Member's remote appearance unless satisfactory equipment is available. Satisfactory equipment shall at a minimum, mean equipment that allows all participants and attendees to hear each other simultaneously and allows the remote Council Members to participate to the same extent as if they were present.

(c) During any meeting that a Council Member is attending remotely, the Council President or presiding Council Member shall state for the record that a particular Council Member is attending remotely and the reasons for such attendance.

(d) Council members appearing remotely may participate and vote during the meeting as if they were physically present at the meeting.

(e) Council Members appearing remotely shall comply with all rules and procedures as if they were physically present at the meeting.

RULE 2 - PRESIDING OFFICER - DUTIES

1. Conduct of Meeting: The presiding officer at all meetings of the Council will be the President of the Council, or in the absence of the President, the Vice President of the Council, who shall conduct the business and deliberations of the Council under these rules. Reference herein to Council President shall also apply to the Council Member acting in the Council President's place as presiding officer. The *President/mayor pro tempore* and Vice President shall be elected by a majority of the Council Members at the start of the first meeting of each year, or at the next Council Meeting following a vacancy. If both the President and Vice President are absent and a quorum is present, the Chair of the **Finance, Investment, & Parking Committee** shall act as Presiding Officer. If the Chair of that Committee is unavailable, the Chair of the **Public Works Committee** shall act as presiding officer.

The Council President shall:

(a) Preserve order and decorum during meetings; and

(b) Observe and enforce all rules adopted by the Council for its government; and

(c) Decide all questions on order, in accordance with these rules, subject to a challenge as provided in Rule 6 Subsection 4, below; and

(d) Recognize members of the Council in the order in which they request the floor except priority may be given to Committee Chairs to which the item under discussion originated. No member shall be recognized and given the floor to speak on the same matter more than once until all other members of the Council have had an opportunity to be recognized and be heard; and

(e) The presiding officer, as a member of the Council, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Council Members.

2. Check Register: The Council President shall be assigned the responsibility for signing off on the Check Register, following Council approval.

3. Council Committees: The Council President shall make all committee assignments, as well as Intergovernmental Representative assignments. To the degree possible, assignments will be consistent with special skills, interests, and time constraints. Assignments will be made to the following:

(a) Standing Committees:

~~i. Committee of the Whole consisting of the full council membership, with the Council President as chair, to serve the 2nd and 4th Wednesday as a regularly scheduled Study Session in the Council Conference Room, or other times and locations as designated, to hear matters to be placed on the regular Council Meeting agendas and other council business; and~~

~~ii. Finance, Investment & Parking Committee to serve as directed by~~

the Council President; and

~~iii~~.ii. Public Works Committee to serve as directed by the Council President; and

~~iv~~.iii. Public Safety Committee to serve as directed by the Council President; and

~~v~~.iv. Audit Committee per the City Charter and Chapter 2.18 BMC; and

~~vi~~.v. Lodging Tax Advisory Committee per Chapter 67.28 RCW and Chapter 3.64 BMC.

The above listed standing committees may be restructured or reorganized as authorized and approved by the City Council without formal amendment of these rules and procedures.

(b) *Special and Ad Hoc Committees* - May be established for a specific purpose or a specific time frame to serve as authorized by the Council President.

(c) *Intergovernmental Committees, Commissions, and Boards* - Established committees, e.g., Kitsap Regional Coordinating Council.

RULE 3 - COUNCIL MEMBERS

- 1. Comments:** Council members shall address all comments to the Council President, except when a member moves to adopt a resolution, or when a member seconds a motion.
- 2. Leaving Place:** No member shall leave his or her place while a question is being put or a count is being taken.
- 3. Voting:** A vote on any matter shall be taken by roll call and any member may abstain from voting.
- 4. Questioning:** Any member of the Council, including the Council President, shall have the right to question any individual, or staff member, on matters germane to the issue before the Council. Such questioning shall not be conducted so as to ridicule or denigrate the individual being questioned.
- 5. Information Requests:** A Council member may seek clarification or additional information before voting on an issue. If such request delays consideration to another date, approval of a majority of the Council is required.

RULE 4 - AGENDA CONTROL

- 1. ~~Agenda Control~~Administration Initiated Legislation:** Consideration of any subject, matter, or communication by the Council may be initiated by the Mayor ~~or any Council Member in accordance with the Agenda Bill Policy. All written materials supplementing an agenda bill should be filed with the City Clerk and presented to the Council Legislative Office Manager for distribution to the Council Members.~~ The

Council President may reject any agenda item not complying with ~~this procedure~~ the policy, or allow items to be added with exceptions granted on a case-by-case basis. Upon presentation at a Study Session, the Council as a whole may (a) decline further consideration, ~~or~~ (b) request information or changes before further consideration, or (c) place the item on a Regular Business meeting agenda with or without requested changes.

2. Council Initiated Legislation: To promote the orderly development and consideration of proposed legislation and the efficient use of staff and Council time, Council will initiate legislation as follows: at the joint request of two or more Council Members, they may seek legal advice from the City Attorney for them to draft an outline of their proposed legislation for consideration at a Council Study Session. Upon submission to the Legislative Office Manager, the Council President shall place the item on the next feasible Study Session agenda. Following Council discussion at Study Session, the City Attorney will prepare a draft ordinance or resolution if a request is made by three or more Council Members, and the item does not violate State law or the City Charter. Once the legislation has been prepared, the Council President shall place it on the next feasible Study Session. Upon presentation at a Study Session, the Council as a whole may (a) decline further consideration, (b) request information or changes before further consideration, or (c) place the item on a Regular Business meeting agenda with or without requested changes.

2.3. Removing Items: At the Briefing, or at any time prior to the start of a meeting, any item may be removed from the Agenda for any reason upon the request of any Council Member. However, two Council Members may demand the item be reinstated to the Agenda. The item shall be brought before the Council as regular business on the Agenda and only tabled, continued, or rejected by majority vote.

RULE 5 - REGULAR COUNCIL MEETINGS - ITEMS OF BUSINESS

1. Regular Business Meeting: A Council Briefing to discuss the Agenda and/or General Council Business may be held at 5:00 PM in the Council Conference Room unless a different location is designated. The Council Meeting shall meet in the designated First Floor Meeting Chambers, unless a different location is so designated, on the 1st and 3rd Wednesday of each month at 5:30 PM or at such other day and time as designated by ordinance. The Council Meeting may consist of the following items with the sequence and any other items added or removed as determined by the Council President:

- (a) Call to Order
 - Pledge of Allegiance *(for special occasions)*
- (b) Mayor's Report (per §19(5) of City Charter)
- (c) Consent Agenda
- (d) Public Recognition *(may continue after General Business)*
- (e) Public Hearings
- (f) General Business
- ~~(f)~~(g) Council Member Reports (5 minutes max-per Councilmember)
- ~~(g)~~(h) Adjournment

2. Study Session: The Study Session shall meet in the designated Council Conference Room, unless a different location is so designated, on the 2nd and 4th Wednesday of each month at 5:00 PM

or at such other day and time as designated by ordinance. The Study Session shall consist of the following items with the sequence and any other added items as determined by the Council President:

- (a) Briefings on Agenda Items
- (b) Other General Council Business as authorized by the Council President
- (c) Adjournment

3. Executive Session/Recess: The agenda may be interrupted for a stated time to adjourn to Executive Session or recess at the prerogative of the Council President, unless overruled by Council majority.

4. Consent Agenda Items: Any Council member may request a Consent Agenda Item be moved to the regular agenda, for which no second is required.

5. Agenda Rearrangement: The Council President may rearrange, change the sequence, or add to or remove items from the Agendas outlined in Rule 5, Subsections (1) and (2) above.

6. Regular Council Meetings Televised: The Regular Council meetings shall be televised unless otherwise directed by Council.

RULE 6 - DEBATES

1. Interruption: No member, including the Council President, shall interrupt or argue with any other member while such member has the floor.

2. Courtesy: All speakers, including Council Members, during comments, discussion, or debate of any issue, shall address their comments to the Council President with courtesy and proper deportment. Comments shall not contain personalities, derogatory remarks, or insinuations toward any member of the Council, Staff, ~~or~~ and Public, but shall be confined to facts that are germane and relevant to the issue.

3. Transgression: Upon transgression of these rules, the Council President shall call such person to order, in which case that person shall be silent except to continue in order. If the Council President transgresses these rules, or fails to call a transgressor to order, any other member of the Council may, under a point of order, call the transgressor to order.

4. Challenge to Ruling: Any member of the Council shall have the right to challenge any action or ruling of the Council President, or member, as the case may be, in which case the decision of the majority of the members of the Council present, including the Council President, shall govern.

RULE 7 - PARLIAMENTARY PROCEDURE

Procedure Guide: Robert's Rules of Order shall be used as a guide to govern the conduct of

business of the City Council while in Legislative session. However, the Council President shall have the authority to make a final ruling on all issues of procedure, subject to Rule 6, Subsection 4 of these Rules.

RULE 8 - ORDINANCES - RESOLUTIONS

- 1. Actions:** Any action of the Council shall be by ordinance, resolution or motion and shall be conducted only in open public meetings unless otherwise provided by law. Such action shall be deemed approved by an affirmative vote of a majority of those Council members present, unless otherwise provided by law. Any such action shall contain only a single subject matter and may not be amended to include a different subject.
- 2. Submittal:** No ordinance shall be submitted to the Council for consideration until approved as to form and legality by the City Attorney and copies have been furnished to Council Members and the City Clerk. No such ordinance shall contain any interlineations or marginal notes.
- 3. Presentations:** Reading of ordinances and resolutions at all Council meetings shall be deemed sufficient by the reading of a brief synopsis of the title of the ordinance or the purpose of the resolution. The full text of an ordinance or resolution under consideration by the Council will be provided to any member of the public upon request.
- 4. Reading of Ordinances:** Every ordinance shall have one reading except that, upon a request of a Council Member, an ordinance shall have two or more readings unless otherwise directed by the Council.

RULE 9 - MISCELLANEOUS

- 1. Agenda:** By direction of the Council President, the Legislative Office Manager shall prepare the Agenda for each session of the Council in regular order in accordance with these rules, which order shall not be departed from, except as provided in these rules. Such Agenda shall include all resolutions, ordinances and matters requested by any Council Member, or the Mayor, with no items deleted from the Agenda except as provided in Rule 4 of these rules.
- 2. Public Comment on Agenda Items:** Any person is provided an opportunity to comment on any Agenda item at the time the item is discussed and prior to a vote by the Council. Public Comment may also be accepted when an amending motion is made by a member of Council and seconded, at the discretion of the Council President. Such remarks must be confined to those that are germane and relevant to the item being discussed and shall be subject to a time limit. If numerous speakers are addressing the issue, the Council President may further restrict speaker time. Written comments shall, to all intents and purposes, be considered the same as oral comments.
- 3. Public Recognition:** Any member of the public is provided an opportunity to address the Council and the Mayor on issues not on the Agenda. No member of the public shall engage in discussion or comment which a) is obscene, indecent, or libelous; b) promotes the sale of products

or services; c) promotes any lottery or contest which offers prizes dependent in whole or in part upon lot or chance. It is suggested that questions from the public posed to the Council that cannot be answered at the Council meeting should be put in writing in order to receive a written response from the appropriate party or parties within a reasonable time. Letters addressed to City officials will not be read in Public Recognition unless an exception is granted by Council President based upon exceptional circumstances. Argumentative Rebuttal is not permitted during Public Recognition.

4. Ballot Issues: During the election period, beginning on the deadline for elective office or ballot issues, or from the time an individual announces candidacy, whichever comes first, through the November General Election, all announcements or advertising concerning candidates are prohibited. Discussion of ballot issues is prohibited after the issue has qualified for the ballot. Meetings for political parties may be announced, with the exception of fundraising events (e.g., dinners, drawings, etc.) or meetings where the title of the function expresses support or opposition for any candidate, political party, or issue.

5. Public Hearings: The Council President may allocate the time allotted to Public Hearing equally among the members of the public who wish to speak.

6. Complaints: Personal complaints, especially those of a derogatory nature against any official or employee of the City shall not be discussed at a Council meeting. Citizens wishing to make such complaints shall be instructed that the same should be first processed and handled through the Mayor's office. Then, if the citizen feels appropriate action has not been taken, it shall be proper for the complaint to be communicated in writing to the members of the Council. Complaints against a Council Member shall be submitted to the Council President. If the complaint is against the Council President, the complaint shall be submitted to the Vice-President. Acceptance by the Council of a written complaint shall not, however, give rise to public discussion thereon. The City Attorney should be consulted regarding confidentiality, rights to privacy and other legal concerns.

7. Amendments to Rules & Procedures: Amendments to these rules shall be made by resolution of the Council.

8. The City Clerk: The City Clerk, or duly authorized representative, shall attend all business meetings of the City Council and maintain a permanent journal of its proceedings. All votes shall be recorded by calling the names of each member on a positional rotation basis with Council President's vote called last.

9. Maintain Record: All of the regular and special meetings of the City Council and each and every part thereof shall be recorded electronically. These records shall be maintained for a period in conformance with Chapter 40.14 RCW.

10. Prepare Minutes: Subsequent to each meeting, the Legislative Office Manager shall prepare brief and concise action minutes of all Council meetings and submit the same to the Council for approval. Such minutes shall contain an accurate resume of official Council actions, with reference to all matters before it.

11. Verbatim Transcript: No member of the Council, nor any member of the administrative staff of the City, shall be empowered or authorized to require the Legislative Office Manager to insert in said official minutes any verbatim transcript of all or any part of the proceedings. Verbatim transcripts shall be made a part of the minutes only when authorized by a majority vote of the entire Council, made at the meeting wherein such verbatim request is made.

12. Non-Compliance with rules and Waiver: Failure of a Council member to challenge the non-compliance of Council proceedings with any rule or procedure herein, prior to the vote or other action taken on the item under consideration, shall constitute a waiver and such non-compliance shall not affect the outcome of any action taken by the Council unless such compliance is required by law.

13. Council Comments: No Council Member may advertise or promote a private business or enterprise during Council meetings except that Council Members may make announcements to welcome a new business or announce special events regarding a private business or enterprise.

RULE 10 - COUNCIL EXPENSE REIMBURSEMENT

Members of the City Council shall observe the Expense Reimbursement Claim Policies that have been established by ordinance or resolution. Reimbursement for travel by any member of the Council outside the State of Washington shall be made only with the prior approval of the majority of the Council. All Council Member expenses shall be subject to approval by the Council President.

RULE 11 - QUASI-JUDICIAL HEARINGS

1. Quasi-Judicial Body: In hearing matters requiring application of law and determination of facts which predominantly affect particular parties rather than the public generally or a class or group, the Council sits as a Quasi-Judicial body. It will conduct the hearing in accordance with Rule 11 and 12.

- (a) Council President convenes hearing.
- (b) Item is introduced by City Clerk.
- (c) Council President inquires:

i. "All Council Members should now give consideration as to whether they have: 1) a demonstrated bias or prejudice for or against any party to the proceedings; 2) a direct or indirect monetary interest in the outcome of the proceedings; 3) a prejudgment of the issue prior to hearing the facts on the record; or 4) *ex parte* contact with any individual, excluding administrative staff, with regard to an issue prior to the hearing. If any Council member should answer in the affirmative, then the Council member should state the reason for their answer at this time so that the Chair may inquire of the City Attorney as to whether a violation of the Appearance of Fairness Doctrine or a Conflict of Interest exists."

ii. "If any member of the public believes any Council member should excuse themselves due to a conflict with the Appearance of Fairness doctrine, or for another

concern, please state the reasons now."

(d) Council President calls upon Administrative Staff to present the recommendation or decision of the Administrative Hearing Examiner, or other applicable commission or board, to provide a general background and to answer Council questions.

(e*) Council President designates the length of argument to afford a fair hearing of the issues. Correspondence is read and testimony taken from proponents, then opponents and those neutral. Council may ask questions of those testifying.

(f*) Limited questioning of opposing witnesses on technical matters by either side may be allowed in the discretion of the Council President. The City Attorney will advise the Council President when such questioning may be a lawful requirement of the hearing.

(g*) President closes the public testimony portion of the hearing. Council deliberates and may ask questions of the presenters.

(h) A decision by motion is made. The Council may accept, reject, or modify a recommendation or decision based upon its application of code criteria and appropriate findings.

(i) No motion to rescind or reconsider the initial quasi-judicial decision may be brought by any Council member following close of the meeting.

* Not applicable to closed record hearing.

RULE 12 - CLOSED RECORD HEARINGS

1. Hearing Procedure:

(a) Closed record hearings on land use applications shall be conducted in accordance with this rule. The provisions of Rule 11 are applicable to closed record hearings except as otherwise noted therein. After the appearance of fairness inquiry, the President or staff will announce that the decision will be based on materials received in evidence at the previous open record hearing of the Administrative Hearing Examiner or other applicable commission or board; minutes of the prior hearing; and the recommendation or decision from the open record hearing.

(b) The Council may consider the following limited evidence not set forth in the record:

i. The Council may take official notice of information such as any law, ordinance, resolution, rule or other fact generally known and verifiable from reliable sources.

ii. Council Members may view the area in dispute, but shall note the time, manner and circumstances of such view on the record.

iii. Council deliberates and may ask questions of the staff.

iv. A motion incorporating the decision is made. The Council may accept, reject, or modify the Administrative Hearing Examiner's recommendation based upon its application of code criteria and appropriate findings.

Dated this 18th day of ~~May~~July~~October~~, ~~2022~~2023

~~Michael Goodnow~~Jeff Coughlin
~~2022-2023~~ City Council President

**Published for
July 12, 2023
Study Session**

Item B6 – Public Comments

From: [Jeff Coughlin](#)
To: [Robin Henderson](#)
Cc: [City Council](#); [Kylie Finnell](#)
Subject: Re: Limiting public comments
Date: Monday, July 10, 2023 2:10:11 PM

Hi Robin,

That is not accurate.

Study sessions have been and will continue to be available to the public to attend in-person or view remotely via Zoom or the recording. I have not heard nor seen any proposal to change this. While not legally required, Council and IT staff worked hard this past year to set up Zoom/remote capability in our conference room because the Council wanted to expand access and transparency.

Public comment is not only continually encouraged, but legally required via the WA Open Public Meetings Act, on any action the Council considers during general meetings.

The only possibly related proposals up for discussion are:

- 1) To add clarifying language (it's already allowed) that in the rare case we have a large number of folks who want to speak at Public Recognition --- which are comments on things not on the agenda --- we can take a break after say 30 minutes and then continue it at the end of the meeting, to ensure we are able to get to the items on the agenda in a timely manner.
- 2) Make public comments to items on the consent agenda (routine, non-controversial items that have unanimous Council support at a Study Session) due by Noon the day of the general meeting they are to be voted on. This would be to ensure that if there is any substantial public comment on any consent agenda item, Council has the ability to pull it to general business for extra discussion and public input.

Thanks for checking in and helping combat misinformation.

I'm CC-ing Councilmembers and our City Attorney for awareness.

Cheers,
Jeff

--



Jeff Coughlin, PhD
Councilmember, Dist. 3
2023 Council President

This e-mail and further communication may be subject to public disclosure, if requested under the Washington Public Records Act (RCW 42.56).

From: Robin Henderson

Sent: Monday, July 10, 2023 1:21 PM

To: Jeff Coughlin

Subject: Limiting public comments

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.

Jeff,

I just watched a Facebook video from Kimmy Siebens where she references a letter from city Council and says that you intend to propose changes to council rules limiting remote access to study sessions and public comment during meetings. Is this accurate?

Robin

Sent from my iPhone

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

6A

SUBJECT:

Public Hearing on Resolution No. 3367 to approve the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area

Study Session Date:	<u>October 11, 2023</u>
COUNCIL MEETING Date:	<u>October 18, 2023</u>
Department:	<u>Public Works</u>
Presenter:	<u>Janelle Hitch</u>
Phone:	<u>(360) 473-5285</u>

SUMMARY:

An applicant has requested wastewater service for properties that are outside of the City limits within the East Bremerton Urban Growth Area (UGA) and within the City's Sewer Service Area. The applicant has requested an extension of City sewer service to this property and is proposing 189 single-family residences in conformance with Kitsap County zoning.

Pursuant to the Bremerton Municipal Code (BMC) 15.03.040, properties located outside of the City limits must annex to obtain wastewater services; however, per BMC 15.03.040(b) the City Council can may approve service in certain circumstances, including when annexation is infeasible. Staff have analyzed the subject properties and consider annexation infeasible at this time. The action before the Council is to approve a Resolution for a Policy Exception to provide Wastewater service within the East Bremerton UGA.

ATTACHMENTS: Resolution No. 3367, Staff Memorandum

FISCAL IMPACTS (Include Budgeted Amount): There are no fiscal impacts associated with this request.

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

October 18, 2023 – Public Comment Only

RECOMMENDED MOTION: TBD

~~Move to pass Resolution No. _____ to allow the Fisher Plat properties to receive wastewater service from the City of Bremerton pursuant to BMC Section 15.03.040.~~

COUNCIL ACTION: Approve Deny Table Continue No Action

RESOLUTION NO. 3367

A RESOLUTION of the City Council of the City of Bremerton, Washington, authorizing the extension of wastewater utility services to the Fisher Plat properties, located outside the City limits by within the East Bremerton Urban Growth Area.

WHEREAS, the City of Bremerton has established a general policy for providing City utility services beyond city limits in Bremerton Municipal Code (BMC) 15.03.040 per Ordinance 5306 passed on August 17, 2016; and

WHEREAS, Section 15.03.040 of the BMC established a general policy that properties located outside the City limits seeking wastewater utility services to said property must first annex into the City; and

WHEREAS, Subsection 15.03.040(b) of the BMC identifies policy exceptions in which the City Council, in its sole and absolute discretion, may provide City wastewater utility service to properties outside the City limits without annexation; and

WHEREAS, Subsection 15.03.040(b)(1) allows an exception for cases where the City Council determines that annexation of a property located within the City's urban growth area (UGA) is not currently feasible; and

WHEREAS, the subject properties (tax parcels 072402-2-107-2007 & 072402-2-104-2000), are located within the East Bremerton UGA; and

WHEREAS, per annexation provisions set forth in Chapter 35.13 RCW, the City may only annex properties that are contiguous to the city limits; and

WHEREAS, the subject properties are not currently adjacent to City limits, and thus would require a larger area to be annexed to make annexation feasible; and

WHEREAS, to annex, through the petition methods of annexation as codified in Chapter 35.13 RCW, a larger area would be difficult to annex at this time, as the City does not have sufficient annexation agreements in place for this to be successful; and

WHEREAS, the owner of the subject properties has agreed to construct wastewater infrastructure in and near the properties and connect to existing City infrastructure; and

WHEREAS, the Director of Public Works & Utilities finds the proposed extension of the wastewater utility services consistent with the Wastewater Comprehensive Plan for the East Bremerton Urban Growth Area; **NOW THEREFORE,**

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

SECTION 1. Recitals Incorporated. The recitals set forth above in this resolution are hereby incorporated by reference and adopted herein.

SECTION 2. Based on the findings set forth in the recitals above, the City Council shall exercise its discretion as authorized pursuant to BMC 15.03.040, and the City will provide wastewater utility services to the properties at the Fisher Plat (tax parcels 072402-2-107-2007 & 072402-2-104-2000), located outside the City limits but within the East Bremerton Urban Growth Area. A vicinity map of the subject property is shown as **Exhibit A**. This service will be provided as annexation of the property located within the City's urban growth area is not currently feasible. Service to this property is provided conditioned upon the owner of the property for which service is authorized execute an Outside Utility Agreement with the City which grants the City of Bremerton a limited power of attorney to include owner's consent to annexation of the property as part of any notice of intent or petition for annexation presented to the City of Bremerton.

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 _____, 20____.

JEFF COUGHLIN, Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

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**DEPARTMENT OF
PUBLIC WORKS, UTILITIES
& ENGINEERING**

MEMORANDUM

To: City Council

From: Janelle Hitch, Managing Engineer – Development, of Public Works and Utilities

Date: 9/15/2023

Re: Fisher Plat Request for Utility Services outside the City of Bremerton City Limits

Request: The Applicant, John Fisher and Shawna Epp, have requested City wastewater utility services for a proposed 189-lot subdivision in the Enetai neighborhood. The Fisher Plat is proposed for tax parcels 072402-2-107-2007 & 072402-2-104-2000 overlooking Port Orchard Narrows (the water body) to the east and bounded by the following streets: Hillside Drive NE, NE 30th Street and NE Enetai Beach Road (see Exhibit 1 Site Map).

City Council's Decision: Pursuant to Bremerton Municipal Code (BMC) 15.03.040, "It is the general policy of the City of Bremerton that properties located outside the City limits annex into the City before wastewater utility services are provided to those properties. For the purpose of this section, "service" means extension of and/or service connections to City wastewater utilities to property located outside City limits." The City Council may, in its sole and absolute discretion, provide wastewater utility services to properties outside of the City limits if certain conditions are met. The relevant exception for the Council to allow wastewater utility services without annexation falls under BMC 15.03.040 (b) (1) "Annexation Not Feasible."

Department of Community Development (DCD) Analysis of Annexation: Pursuant to Bremerton Municipal Code (BMC) 15.30.040 when an owner of a property located outside the City limits requests extension of utility service, the City Council may provide wastewater utility services to those properties if annexation is not feasible. This portion of this document summarizes why annexation for tax parcels 072402-2-107-2007 & 072402-2-104-2000 (the subject parcels) is not considered feasible at this time.

Exhibit 2, attached, shows the location of the potential annexation request in Enetai. The figure shows the city limits of Bremerton and the Kitsap County jurisdiction.

Per state law and Kitsap Countywide Planning Policies, you may annex property if it is contiguous to City of Bremerton limits. As the subject properties are not contiguous to the City limits, the City could not annex this property alone. To make annexation possible, more properties would

need to be included into the annexation area to make this area contiguous to the City of Bremerton limits.

When reviewing a larger possible annexation area (identified as the Annexation Study Area in Exhibit 1), annexation analysis using the Petition Method of Annexation was performed. This commonly used annexation method requires the signatures of property owners representing 60% of the total assessed property value of the area to be in support of the proposed annexation. This proposed annexation area does not have the required 60% of the total assessed property value as illustrated here:

Proposed Area includes:

- ~350 acres; see the Annexation Exhibit for the proposed annexation area.
 - 483 parcels;
 - Assessed property value of \$169,023,410
- 60% of the total property value needed to finalize the process = \$101,414,046

In order to make this annexation viable, the City needs to obtain annexation agreements or petition signatures with the property owners within this area which equates to about \$100 million in assessed property value.

Therefore, if the City received a Petition to Annex from the property owner, this request will not be successful as the City does not currently have the support of 60% of the total assessed property values for the properties proposed to be annexed. With the requester petitioning the City to annex, the City would have 7.2% of the total assessed property values in the area proposed to be annexed.

Proposed Wastewater Service Extension: In order for the City to provide wastewater service to the Fisher Plat, the developer will be required to extend the existing sewer service. Per the 2014 Wastewater Comprehensive Plan Update, the project area is within the Trenton Avenue Sewer Basin service area ("TRT-1"). The preliminary design of the extension that would service the Fisher Plat is in accordance with the Comprehensive Plan and sized to accommodate future development. The extension would include approximately 4,000 feet of 6-inch force main and a lift station. Capacity analysis of the existing system suggests that there is capacity in the system to handle the additional flow at full future build-out.

Fiscal impacts of not providing utility service are:

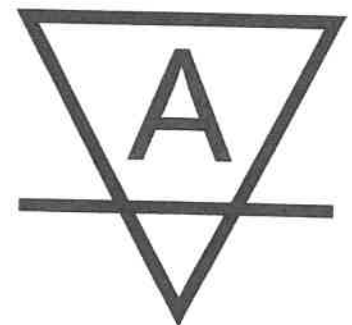
- Not receiving the system extension.
- Loss of revenue of approximately \$1.5 million in General Facility Charges; and
- Loss of approximately \$250,000 annually in usage charges.

Summary: As demonstrated in the DCD Annexation Analysis, a significant number of additional properties are needed to support annexation of this area. As such, Public Works staff consider annexation as currently infeasible. The City Council must decide in its sole and absolute discretion whether to provide wastewater service to this property in accordance with BMC 15.03.040 (b)(1) - Annexation Not Feasible.

Fisher Plat

Comprehensive Plan and Regulatory History

Bremerton City Council Meeting
October 18, 2023



**ALCHEMY
DEVELOPMENT**

Fisher Plat Comprehensive Plan and Regulatory History

The Growth Management Act ("GMA") encourages counties to establish regional coordinating bodies such that growth, infrastructure, and other plans are well understood, coordinated, and strategized by all agencies within the county that have jurisdiction over land and infrastructure planning.

The Kitsap Regional Coordinating Council (KRCC) consists of the county, all three cities, tribes, Navy, and two ports. This body convenes regularly to review growth plans and distribute the growth that is projected by the Puget Sound Regional Coordinating Council.

ALL counties and cities are required to take their share of growth.

Any member of the KRCC can appeal the County's Comprehensive Plan if they disagree with its contents.

Kitsap's first plans following GMA adoption were heavily appealed and did not survive. The first plan to meet compliance passed in 1998.

Kitsap County maintains a historical record of all the comprehensive plans that have been adopted since 1998.

This packet contains pictures of 60% of those plans (to save paper and space) and clearly demonstrates that for **25 years**, Kitsap County has planned for, and, the **City of Bremerton has consented to targeting the Fischer property for urban-levels of growth.**

Kitsap County Past Regulatory Maps



Kitsap County

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[Kitsap](#) > [DCD](#) > [Past Regulatory Maps](#)

Past Regulatory Maps

Past Planning and Regulatory Maps

1998 Comprehensive
Plan Land Use Map



2002 Comprehensive
Plan Land Use Map



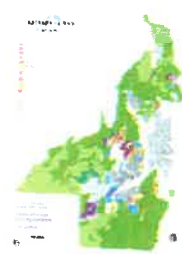
2002 Zoning Map



2003 Comprehensive
Plan Land Use Map



2003 Zoning Map



2004 Comprehensive
Plan Land Use Map



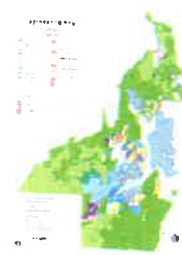
2004 Zoning Map



2005 Comprehensive
Plan Land Use Map



2005 Zoning Map



2006 Comprehensive
Plan Land Use Map



2006 Zoning Map



2007 Comprehensive
Plan Land Use Map



2007 Zoning Map



CONTACT

Department of Community Development

Planning and Environmental Programs

(360) 337-5777  (Kitsap 1)

MAILING ADDRESS

614 Division Street - MS36

Port Orchard, WA 98365

Office Location

619 Division Street

Port Orchard, Washington

STAY INFORMED



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notifications

Related Links:

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[Kitsap County Maps Library
\(All Departments\)](#)

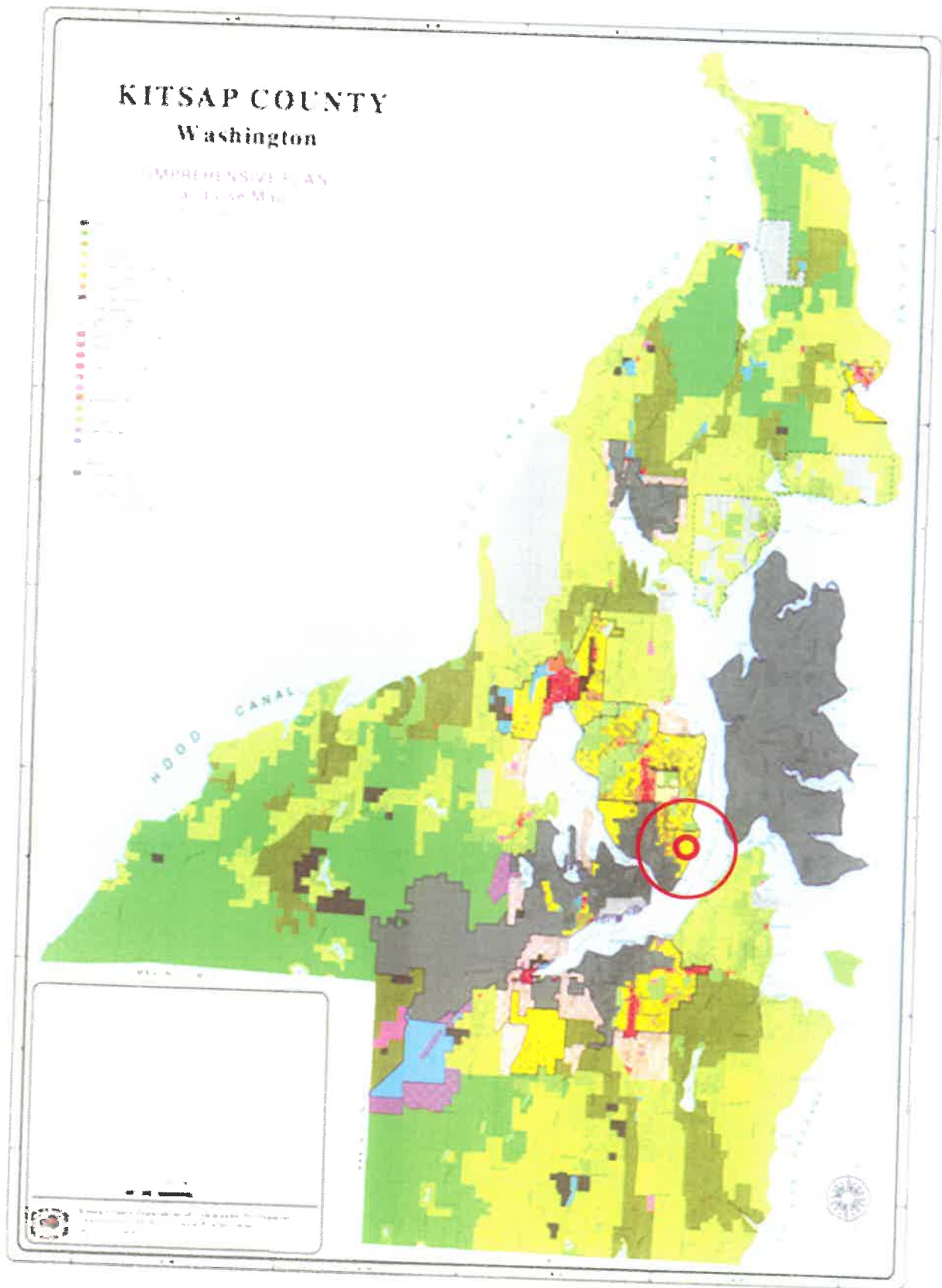
[Kitsap County Zoning - Quick reference guide](#)

Disclaimer

These maps were created from existing map sources, not from field surveys. Determination of fitness for use lies with the user, as does the responsibility for understanding the accuracy and limitations of these maps and data.

The information on these maps may have been collected from various sources and can change over time without notice.

1998 Comprehensive Plan

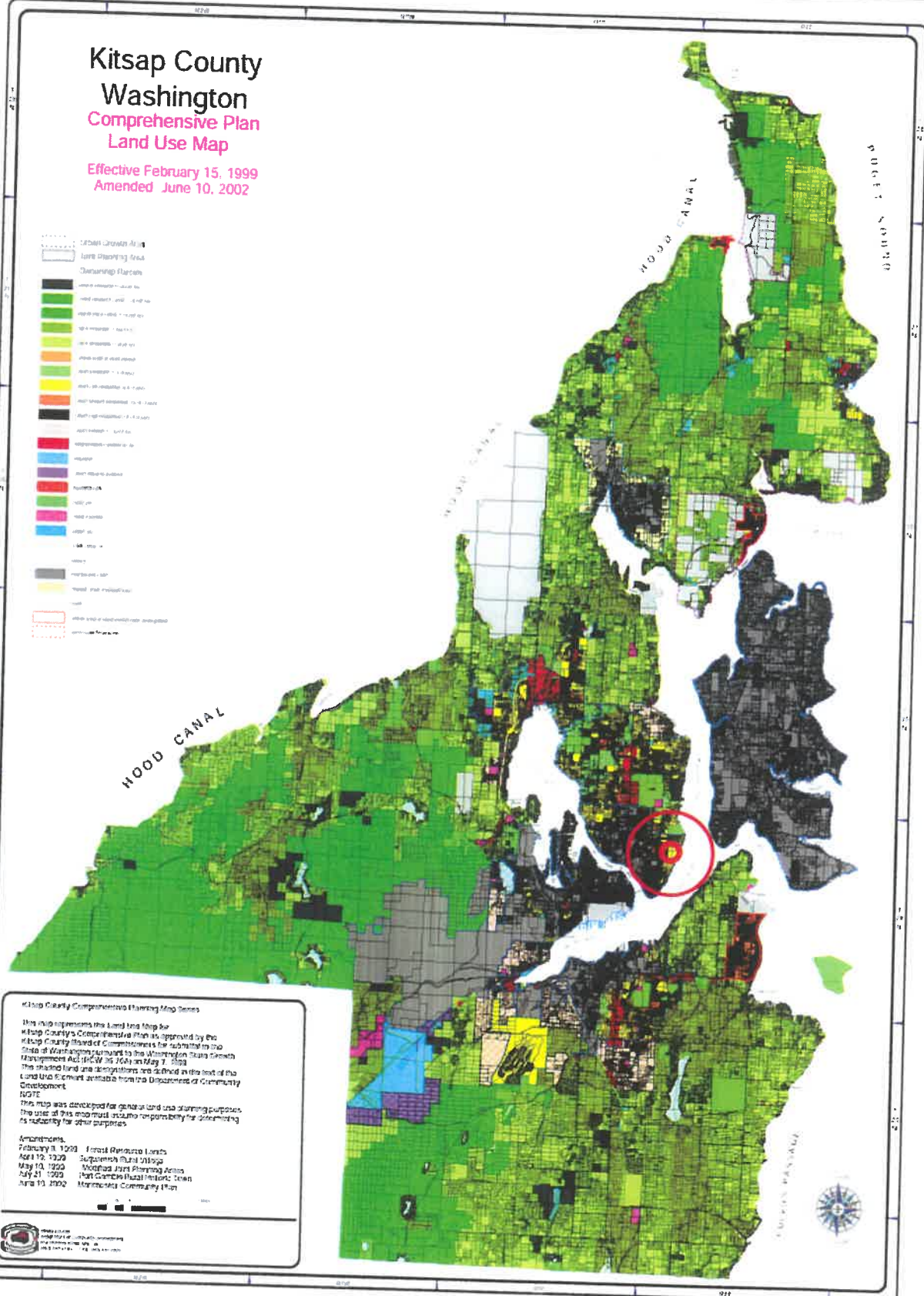


2002 Comprehensive Plan

Kitsap County Washington Comprehensive Plan Land Use Map

Effective February 15, 1999
Amended June 10, 2002

- Urban Growth Areas
- Land Shaping Area
- Clearing Harbors
- Urban Residential - 100 ft
- Urban Residential - 200 ft
- Urban Residential - 300 ft
- Urban Residential - 400 ft
- Urban Residential - 500 ft
- Urban Residential - 600 ft
- Urban Residential - 700 ft
- Urban Residential - 800 ft
- Urban Residential - 900 ft
- Urban Residential - 1000 ft
- Urban Residential - 1100 ft
- Urban Residential - 1200 ft
- Urban Residential - 1300 ft
- Urban Residential - 1400 ft
- Urban Residential - 1500 ft
- Urban Residential - 1600 ft
- Urban Residential - 1700 ft
- Urban Residential - 1800 ft
- Urban Residential - 1900 ft
- Urban Residential - 2000 ft
- Urban Residential - 2100 ft
- Urban Residential - 2200 ft
- Urban Residential - 2300 ft
- Urban Residential - 2400 ft
- Urban Residential - 2500 ft
- Urban Residential - 2600 ft
- Urban Residential - 2700 ft
- Urban Residential - 2800 ft
- Urban Residential - 2900 ft
- Urban Residential - 3000 ft
- Urban Residential - 3100 ft
- Urban Residential - 3200 ft
- Urban Residential - 3300 ft
- Urban Residential - 3400 ft
- Urban Residential - 3500 ft
- Urban Residential - 3600 ft
- Urban Residential - 3700 ft
- Urban Residential - 3800 ft
- Urban Residential - 3900 ft
- Urban Residential - 4000 ft
- Urban Residential - 4100 ft
- Urban Residential - 4200 ft
- Urban Residential - 4300 ft
- Urban Residential - 4400 ft
- Urban Residential - 4500 ft
- Urban Residential - 4600 ft
- Urban Residential - 4700 ft
- Urban Residential - 4800 ft
- Urban Residential - 4900 ft
- Urban Residential - 5000 ft
- Urban Residential - 5100 ft
- Urban Residential - 5200 ft
- Urban Residential - 5300 ft
- Urban Residential - 5400 ft
- Urban Residential - 5500 ft
- Urban Residential - 5600 ft
- Urban Residential - 5700 ft
- Urban Residential - 5800 ft
- Urban Residential - 5900 ft
- Urban Residential - 6000 ft
- Urban Residential - 6100 ft
- Urban Residential - 6200 ft
- Urban Residential - 6300 ft
- Urban Residential - 6400 ft
- Urban Residential - 6500 ft
- Urban Residential - 6600 ft
- Urban Residential - 6700 ft
- Urban Residential - 6800 ft
- Urban Residential - 6900 ft
- Urban Residential - 7000 ft
- Urban Residential - 7100 ft
- Urban Residential - 7200 ft
- Urban Residential - 7300 ft
- Urban Residential - 7400 ft
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- Urban Residential - 7800 ft
- Urban Residential - 7900 ft
- Urban Residential - 8000 ft
- Urban Residential - 8100 ft
- Urban Residential - 8200 ft
- Urban Residential - 8300 ft
- Urban Residential - 8400 ft
- Urban Residential - 8500 ft
- Urban Residential - 8600 ft
- Urban Residential - 8700 ft
- Urban Residential - 8800 ft
- Urban Residential - 8900 ft
- Urban Residential - 9000 ft
- Urban Residential - 9100 ft
- Urban Residential - 9200 ft
- Urban Residential - 9300 ft
- Urban Residential - 9400 ft
- Urban Residential - 9500 ft
- Urban Residential - 9600 ft
- Urban Residential - 9700 ft
- Urban Residential - 9800 ft
- Urban Residential - 9900 ft
- Urban Residential - 10000 ft



Kitsap County Comprehensive Planning Map Series

This map represents the Land Use Map for Kitsap County's Comprehensive Plan as approved by the Kitsap County Board of Commissioners for submission to the State of Washington pursuant to the Washington State Growth Management Act, RCW 36.70A on May 7, 2002. The shaded land use designations are defined in the text of the Land Use Element available from the Department of Community Development.

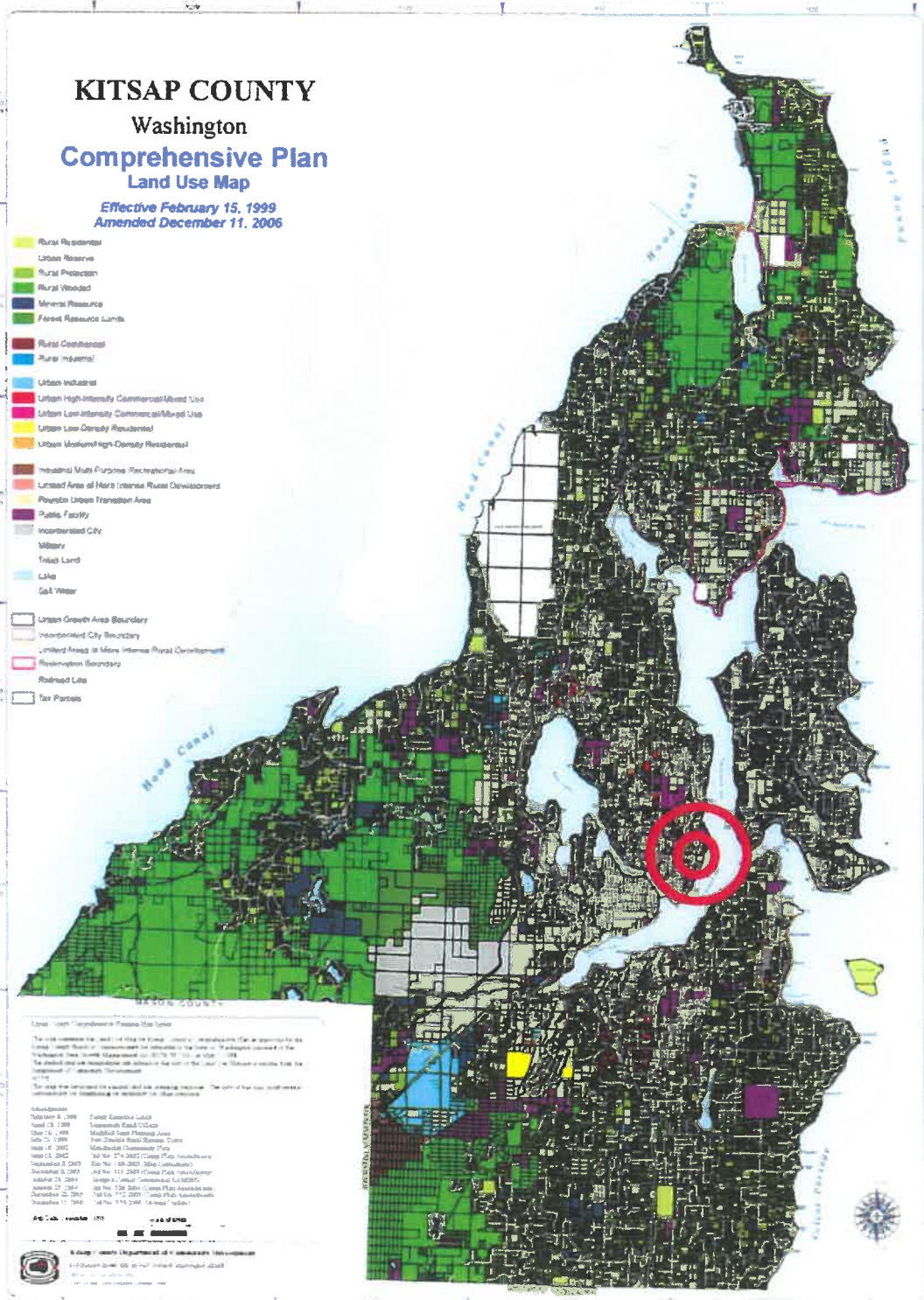
NOTE: This map was developed for general land use planning purposes. The user of this map must assume responsibility for determining its suitability for other purposes.

Amendments:

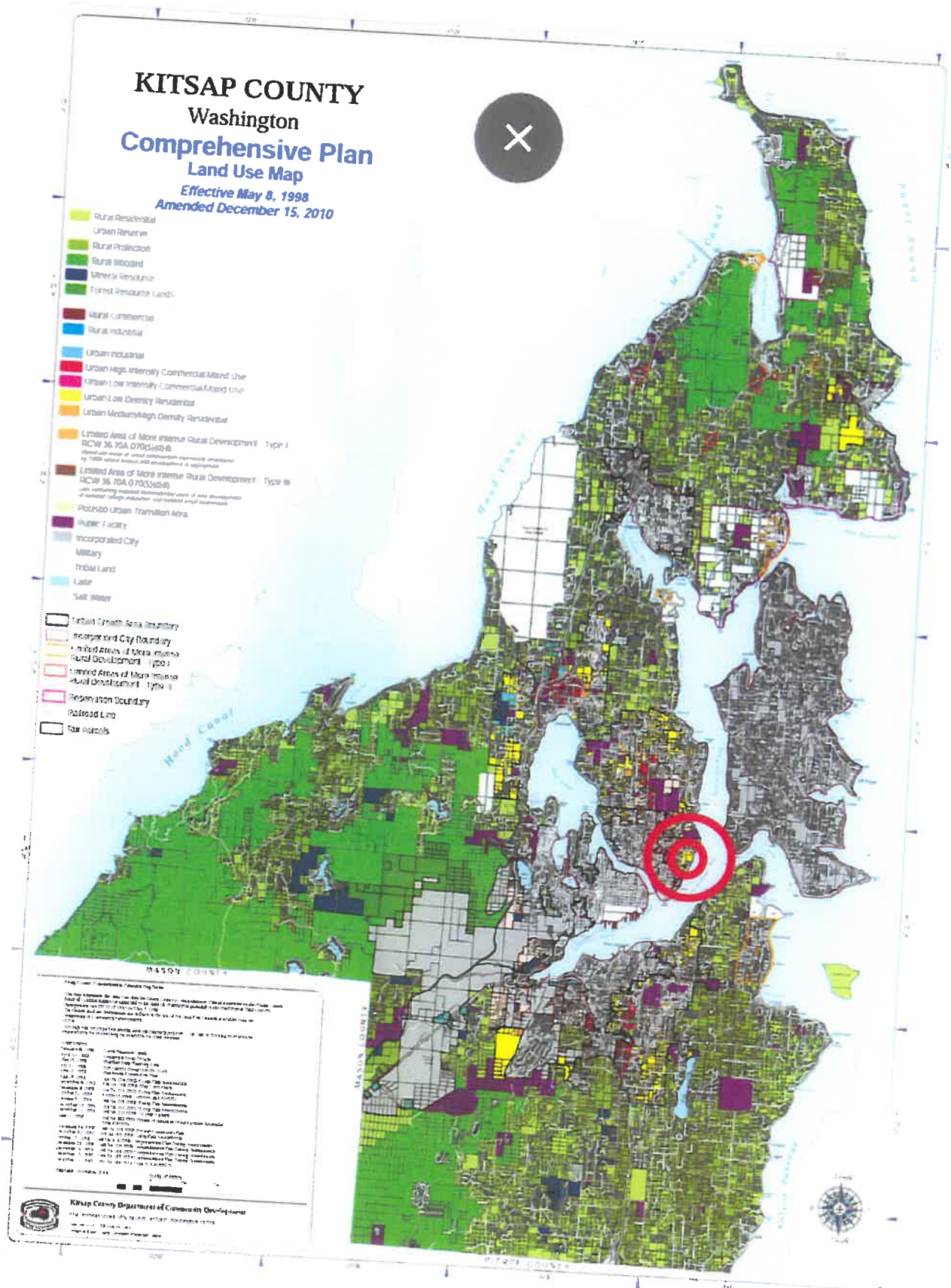
February 8, 1999	Forest Reserve Lands
April 10, 1999	Supernatural Hazard Mitigation
May 10, 1999	Woodland Plant Planning Areas
July 21, 1999	Port Gamble Hazard Mitigation Areas
June 10, 2002	Monticello Community Plan



2006 Comprehensive Plan



2008 Comprehensive Plan



KITSAP COUNTY Washington Comprehensive Plan Land Use Map Effective May 8, 1998 Amended December 15, 2010

- Rural Residential
- Urban Reserve
- Rural Protection
- Rural Wooded
- Special Reservations
- Tribal Reservations Lands
- Rural Commercial
- Rural Industrial
- Urban Industrial
- Urban High Intensity Commercial/Mixed Use
- Urban Low Intensity Commercial/Mixed Use
- Urban Low Density Residential
- Urban Medium/High Density Residential
- Limited Area of More Intense Rural Development Type I
RCW 36.70A.070(5)(a) & (b)
Identified areas of rural development intensity designated by 1988 urban growth and development amendments
- Limited Area of More Intense Rural Development Type II
RCW 36.70A.070(5)(a) & (b)
Identified areas of rural development intensity designated by 1988 urban growth and development amendments
- Planned Urban Transition Area
- Public Facility
- Incorporated City
- Military
- Tribal Land
- Lake
- Salt Water
- Urban Growth Area Boundary
- Incorporated City Boundary
- Subdivisions of Major Arterial Rural Development Type I
- Limited Area of More Intense Rural Development Type II
- Reservation Boundary
- Railroad Line
- Tax Districts

LEGEND

The map was prepared by the Kitsap County Department of Community Development. It is based on the Kitsap County Comprehensive Plan, Land Use Map, adopted by the Board of Commissioners on May 8, 1998, and amended on December 15, 2010. The map is subject to change without notice. It is not to be used as a legal document.

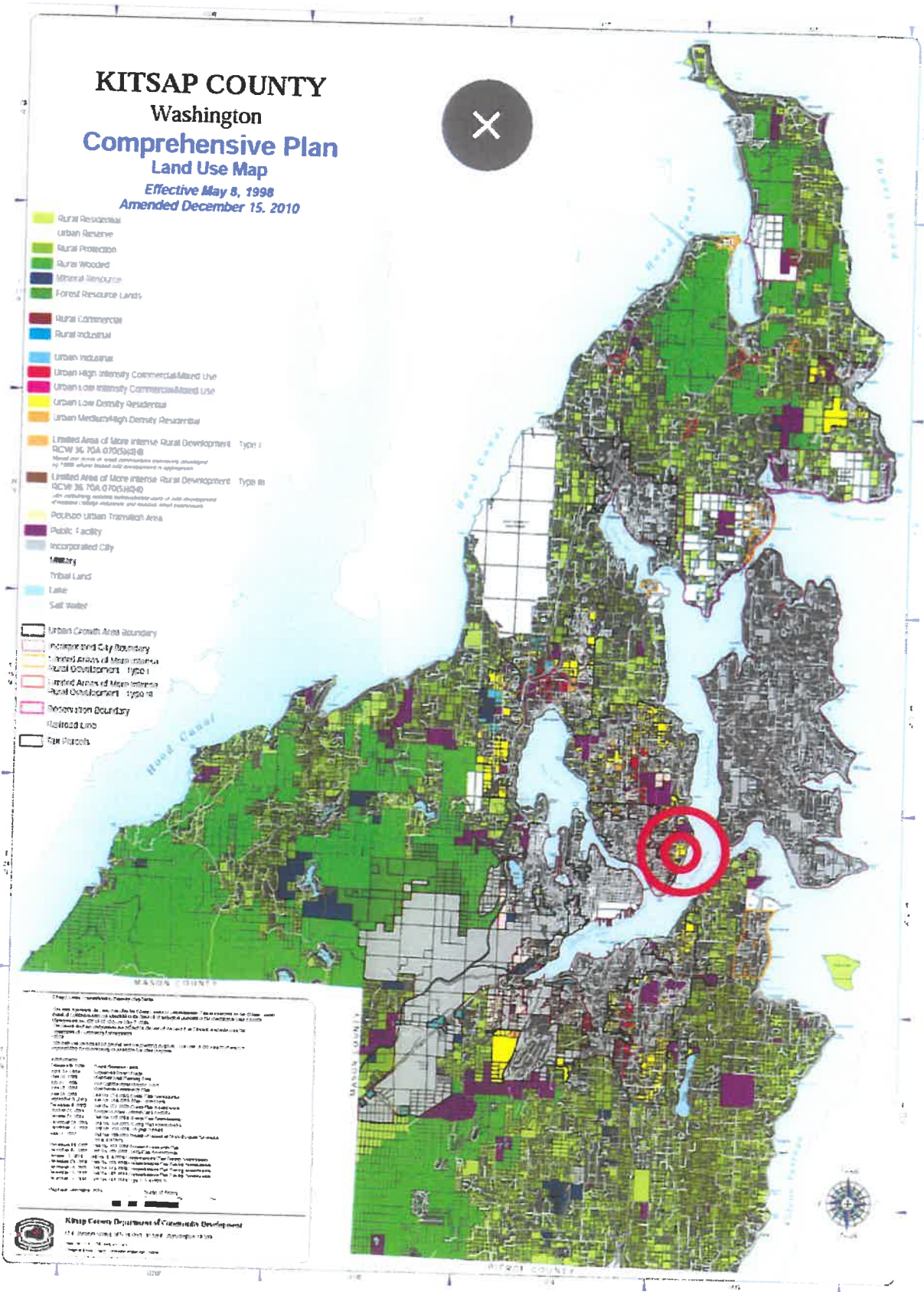
REVISIONS

DATE	DESCRIPTION
1998	Initial Map
2010	Amended

Kitsap County Department of Community Development
1000 1st Avenue, Everett, WA 98201
Phone: 425-336-2200
Fax: 425-336-2201
www.kitsapcountygov.com



2010 Comprehensive Plan

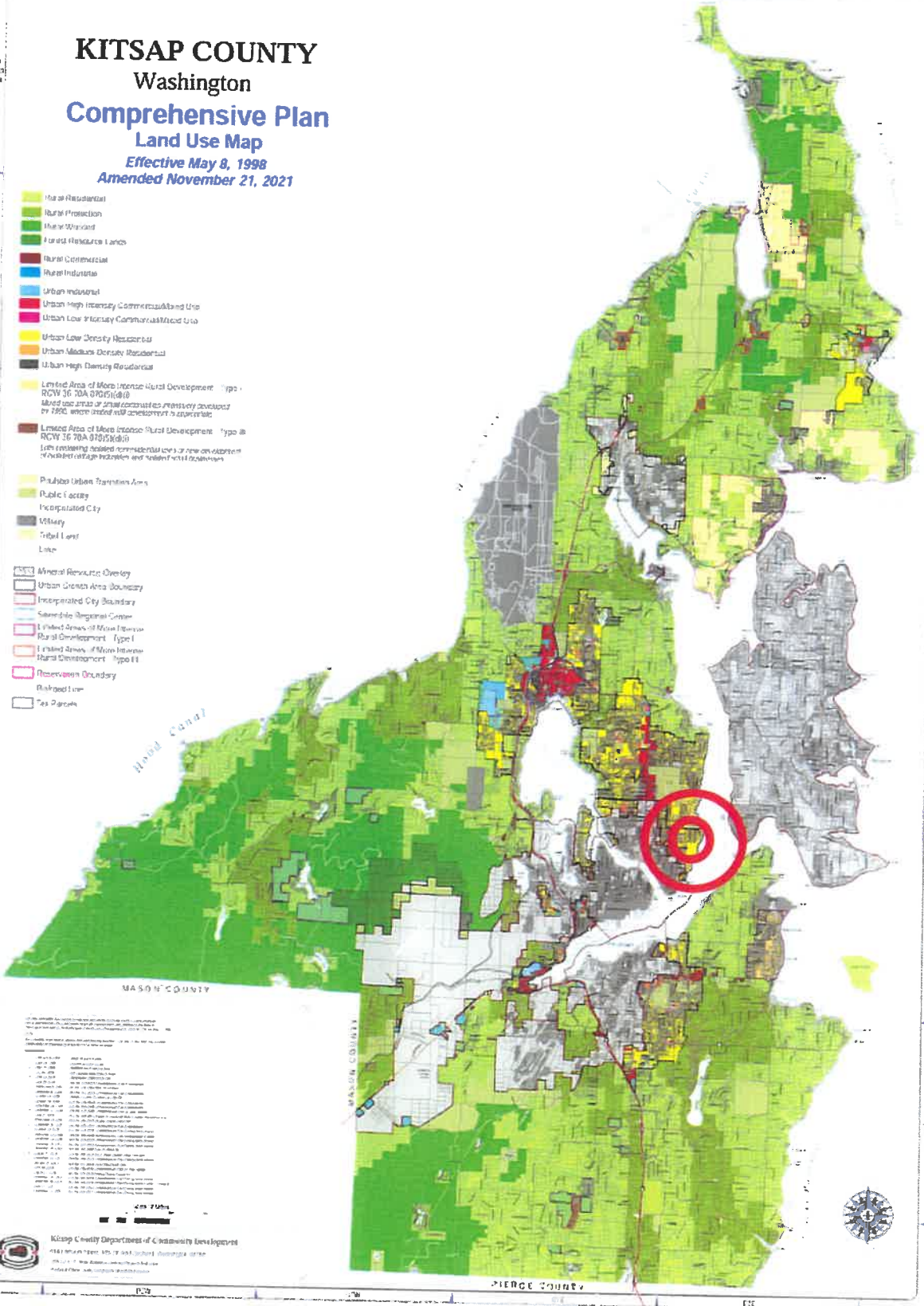


2021 Comprehensive Plan

KITSAP COUNTY Washington Comprehensive Plan Land Use Map Effective May 8, 1998 Amended November 21, 2021

- Rural Residential
- Rural Protection
- Rural Woodland
- Forest Resource Lands
- Rural Commercial
- Rural Industrial
- Urban Industrial
- Urban High Intensity Commercial/Office Use
- Urban Low Intensity Commercial/Mixed Use
- Urban Low Density Residential
- Urban Medium Density Residential
- Urban High Density Residential
- Limited Area of More Intense Rural Development - Type I
RCW 36.70A.070(1)(a)(i)
Mixed use areas or small commercial premises developed by 1990, where limited urban development is appropriate
- Limited Area of More Intense Rural Development - Type II
RCW 36.70A.070(1)(a)(ii)
Lots containing isolated residential lots or new construction of isolated cottage industries and related retail businesses
- Prohibited Urban Transition Area
- Public Facility
- Incorporated City
- Military
- Tribal Land
- Lake

- Mineral Resource Overlay
- Urban Growth Area Boundary
- Incorporated City Boundary
- Salween Regional Center
- Limited Areas of More Intense Rural Development - Type I
- Limited Areas of More Intense Rural Development - Type II
- Reservation Boundary
- Railroad Line
- Tax Parcels



Legend

Symbol/Color	Description
[Symbol]	Mineral Resource Overlay
[Symbol]	Urban Growth Area Boundary
[Symbol]	Incorporated City Boundary
[Symbol]	Salween Regional Center
[Symbol]	Limited Areas of More Intense Rural Development - Type I
[Symbol]	Limited Areas of More Intense Rural Development - Type II
[Symbol]	Reservation Boundary
[Symbol]	Railroad Line
[Symbol]	Tax Parcels

Kitsap County Department of Community Development
 1500 1st Avenue, Suite 100, Everett, WA 98201
 Phone: 425.336.2200
 Fax: 425.336.2201
 Website: www.kitsapwa.gov



**Published for
October 18
Council Meeting**

ITEM 6A – Public Comments

From: Sarah Palama-Hoffer <sarahpalama@gmail.com>

Sent: Thursday, October 12, 2023 10:31 AM

To: City Council <City.Council@ci.bremerton.wa.us>; Garrett Jackson <Garrett.Jackson@ci.bremerton.wa.us>; Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>; Ned Lever <Ned.Lever@ci.bremerton.wa.us>; kwalters@kitsap.gov

Subject: Re: Fisher plat

Good morning and happy foggy Thursday.

As you already know, my husband Blake Hoffer and I have been emailing the council and engineers regarding this ever evolving plat. We live directly adjacent to the plat on Hillside drive N.E. and have lived in our home since 2010 and purchased the empty lot next to us in 2015 from our elderly neighbors that could no longer care for the property. When we moved into our home in 2010 our elderly neighbors, whom have both since passed away, told us that The Cheney family, the former owners of the property never wanted this property to be developed. So in 2016 when the county rezoned parcels in the area to UR due to steep slopes and changing landscape we had hopes that Cheney Senior's vision for this property would remain. But instead his children that inherited his property and wealth, petitioned to have the property remain urban low density. They sited that the property was unchanged and that neighbors were against rezoning. This is absolutely false. Everyone in our community and neighborhood know how much this property has changed over time due to excessive rain and severe heat and know putting 200 homes on this property would be incredibly dangerous. The documentation stated that the parcel had remained unchanged since 2012 and again, that's categorically false. The hillside which is designated critical area, has slowly been crumbling for the last decade. They also sighted in this appeal that the parcel is "surrounded by subdivisions highly developed at a much greater density" which is also false. Our home in particular is zoned as urban restricted (1-3/ac) and the council members that drove through enetai are likely aware it is urban restricted on that side as well. The county at that time must had believed the appeal was true because that particular plat remained urban low while all other surrounding properties were rezoned to urban restricted.

To be honest, this should had not happened in the first place because all of the soil density and steep slopes are the same on that plat so letting them keep the urban low zone feels dangerous. I will attach a picture of how the property surrounding is currently zoned as well as a link to the Cheney foundation paperwork I am referring to. I find this all mildly suspicious that the Cheney foundation fought so hard to keep that particular plat zoned for urban low while also putting the property up for sale in 2015. Personal opinion, they did this to make it more desirable to developers as the property close to this plat that is currently up for sale and zoned urban restricted is sitting untouched. The Cheney foundation then waited 3 years for the property to sell to the current owner, John Fisher who also recently acquired the Winslow Mall on Bainbridge island and is upheaving small businesses to "revitalize" the space.

I will also attach an article from the Kitsap Sun that was published in 2015 with information on the historical aspect of this property. It has a deep rooted history and the fact that there is potential it could become a subdivision makes my stomach ache as this has been such an important part of Bremerton's history for so long.

I listened in last night to the study session through zoom, my husband was in attendance but we had a sick child at home so only one of us could make it in person but I think Eric specifically had a comment that really stuck with me when he said "what are the ramifications of our choice 10 or 20 years down the road".

I really appreciate you all taking the time to hear us residence next week at the public hearing as we all know this is more than just approving potential sewer. Said extension would run through enetai creek with is documented to have salmon. I would be happy to have any one of you out to our home to see our community and why we are all fighting so hard for this incredibly diverse property to remain intact. Per your 2023 agenda, this project does not meet the criteria of affordable housing and certainly does not protect green space.

I only wish there was a way for the city to acquire this diverse property to help protect it for future generations, similar to the grand forest that is protected through a land trust on Bainbridge island. With all of its history, I would hope that would be worth something.

I honestly could go on and on but will save the rest of my thoughts for the hearing next week.

Have a wonderful rest of your week and we greatly appreciate all you do for our city.

Sincerely,
Sarah Palama-Hoffer

Cheney foundation rezoning document

http://compplan.kitsapgov.com/Documents/Cheney_PC_Hearing_May_10_2016.pdf

Property historical data from Kitsap Sun

<https://archive.kitsapsun.com/news/local/storied-enetai-property-on-sale-for-5-million-ep-1278293263-354474951.html>

Blue is urban restricted and yellow is urban low density. This map does not include critical areas.

From: Karina Stone <karina.i.stone@gmail.com>
Sent: Thursday, October 12, 2023 1:03 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Opposition to Sewer Extension serving Fisher Property

Dear Councilmember Coughlin-

I am writing in opposition to the proposed City of Bremerton sewer extension to serve the un-annexed Fisher property located at the end of Keel, Helm & Rozewood area. The consideration of such an extension is irresponsible for the following reasons:

- The City has been unable to provide the annual and long-term maintenance cost for the sewer extension, pump station, and associated emergency storage.
- The City has been unable to provide the rate increases to City of Bremerton residents to cover the cost of the annual and long-term maintenance. City of Bremerton residents should not foot the bill for utility services to properties that are not annexed into the City.
- The Fisher property sought annexation, however the surrounding community was overwhelmingly not in support of annexation. It does not appear the intent of the BMC to consider a non-contiguous parcel without majority community support and still consider extension of City utility services.
- The preliminary sewer plan schematically located a sewer pump station within critical areas. The plan failed to place the required 15,000 gallon emergency storage tank. When located in critical areas, failures of such systems would have catastrophic impacts to downstream neighboring properties. The allowance of the pump station and emergency overflow shall not be permitted in critical areas.
- The cost to surrounding County property owners to hook to sewer in such an event as a septic failure or an addition to a home would be a burden that many could not cover. The connection fees and installation of side sewer laterals (and in some cases individual e-one pumps) would be at minimum in the \$20k range for a single homeowner.

I urge the City council to closely consider the ramifications to not only City of Bremerton property owners, but also to the surrounding county parcels within the UGA, should this sewer line be provided to the Fisher property. Please take into account all of the items outlined above. Thank you for your consideration.

Sincerely,
Karina Stone
Manette Resident

From: Brian Anderson <briananderson554@gmail.com>

Sent: Friday, October 13, 2023 8:47 AM

To: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>; City Council <City.Council@ci.bremerton.wa.us>; Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>

Cc: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; Jordan Lewis <lewisjcnw@gmail.com>; Andrew Sharman <andsha@gmail.com>; Orrin Koepke <Koepkeorin@gmail.com>; David Albright <david@dalbright.com>

Subject: Vote AGAINST request to extend city sewer in East Bremerton

Dear Bremerton City Council,

I am writing to urge you all to vote AGAINST the developer's request to extend the city sewer out into the urban growth boundary in East Bremerton.

If you have not already read the opinion piece in KitsapSun explaining why this would be a wrong decision, I strongly urge you to do so. [Link here](#)

This topic was already decided upon by Bremerton voters, and the resounding will of the people was against this.

I recognize there is a housing affordability issue; however, **we are also in a climate crisis and clear-cutting 50 acres of old forest to make way for 200+ homes in a critical watershed is not the solution.** Instead, I'd like to see more surface parking lots and abandoned buildings in Bremerton's core get converted into housing. Our community should be pro-density and walkability - not pro suburban sprawl.

As heat waves grow stronger and winter storms get more severe, these forested areas near our city will play more and more of a vital role in terms of climate resiliency. I truly hope you will consider all these factors and even go walk the proposed site to be developed before you vote to allow its destruction. These valuable natural spaces once gone are lost forever.

Sincerely,
Brian Anderson
D3 Resident

From: Orrin Koepke <koepkeorin@gmail.com>

Sent: Friday, October 13, 2023 9:17 AM

To: Brian Anderson <briananderson554@gmail.com>

Cc: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>; City Council <City.Council@ci.bremerton.wa.us>;

Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>; Greg Wheeler

<Greg.Wheeler@ci.bremerton.wa.us>; Jordan Lewis <lewisjcnw@gmail.com>; Andrew Sharman

<andsha@gmail.com>; David Albright <david@dalbright.com>

Subject: Re: Vote AGAINST request to extend city sewer in East Bremerton

Agree, it's an exploitative and inappropriate development for the area.

-Orrin Koepke

D3 Resident

From: Donna Homan <dlhoman2@gmail.com>
Sent: Friday, October 13, 2023 9:51 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Fisher Plat

Concerns with Fisher Plat

Donna Homan

TO: City Council
FROM: Donna Homan
DATE: Oct 13. 2023
RE: Fisher Plat

Let me start by saying there have been no letters sent to the public about this proposal. I just found out the day before the meeting. This affects all of us. Not only the hundreds of residents but also the forest land, wildlife, habitats and the environment. What about the proximity to the water? In addition to all of this, 189 lots will affect not only EMS and police services but schools, transportation, postal services and waste management.

One of the reasons we moved to Rozewood was for the quiet street and safety. As you know, an attempt was made in 2022 for annexation which failed.

I strongly do not think this proposal would be good for the public or the environment.

Thank you for your time.

Donna Homan

3010 Rozewood Dr

From: Donna Homan <dlhoman2@gmail.com>
Sent: Monday, October 16, 2023 10:42 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Re: Public Comments - Fisher Plat (Donna Homan)

Thank you. I'm also concerned about the animals and owls in the neighborhood. There are so many factors with this proposal
Donna

From: Katie Herzog <krherzog@gmail.com>
Sent: Sunday, October 15, 2023 4:48 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Enetai Beach development

I am a Bremerton resident and I am writing to voice my concern over the proposed Enetai Beach development. Besides the added stress and traffic to the neighborhood, demolishing more forest for this project is unconscionable and directly contradicts the city and county's stated climate resilience goals.

The neighborhood is livid over this plan, which will enrich outside developers while destroying what little forest we have left. Please take our voices into consideration.

Katie Herzog

From: David Gravenkemper <dgravenkemper@gmail.com>

Sent: Monday, October 16, 2023 1:48 PM

To: City Council <City.Council@ci.bremerton.wa.us>

Subject: Stop City Council Resolution No. 3367

Dear Bremerton City Council Members,

I am part of a property ownership group at 2256 Enetai Beach Road. I am requesting that the city council stops Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area.

The development in question is home to a delicate ecosystem that includes a salmon bearing creek (Enetai Creek), home to multiple bald eagles, home old growth trees, and home to many other diverse wildlife. The development calls for the building of 200 homes which would severely affect the current ecosystem. I am asking that you put a stop to Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area. This is not a suitable location for urban development.

I am also requesting a copy of the environmental study completed for the Fisher development plan.

Please confirm receipt of this email and request for the environmental study.

Regards,

David Gravenkemper

11338 17th Ave NE

Seattle, WA 98125

dgravenkemper@gmail.com

206-552-3198

From: Stephanie Gravenkemper <s_gravy@hotmail.com>
Sent: Monday, October 16, 2023 2:42 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Stop City Council Resolution No. 3367

Dear Bremerton City Council Members,

I am part of a property ownership group at 2256 Enetai Beach Road. I am requesting that the city council stops Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area.

The development in question is home to a delicate ecosystem that includes a salmon bearing creek (Enetai Creek), home to multiple bald eagles, home old growth trees, and home to many other diverse wildlife. The development calls for the building of 200 homes which would severely affect the current ecosystem. I am asking that you put a stop to Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area. This is not a suitable location for urban development.

I am also requesting a copy of the environmental study completed for the Fisher development plan.

Please confirm receipt of this email and request for the environmental study.

Regards,
Stephanie Gravenkemper
11338 17th Ave NE
Seattle, WA 98125

From: Jack Gravenkemper <jgravenkemper04@gmail.com>
Sent: Monday, October 16, 2023 2:44 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Cheney housing development

Dear Bremerton City Council Members,

I am part of a property ownership group at [2256 Enetai Beach Road](#). I am requesting that the city council stops Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area.

The development in question is home to a delicate ecosystem that includes a salmon bearing creek (Enetai Creek), home to multiple bald eagles, home old growth trees, and home to many other diverse wildlife. The development calls for the building of 200 homes which would severely affect the current ecosystem. I am asking that you put a stop to Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area. This is not a suitable location for urban development.

I am also requesting a copy of the environmental study completed for the Fisher development plan.

Please confirm receipt of this email and request for the environmental study.

- Thank you for your time,

Jack Gravenkemper
401 E Dean Boulevard a207
206-552-1365

From: jaglady56@aol.com <jaglady56@aol.com>
Sent: Monday, October 16, 2023 3:01 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Stop City Council Resolution No. 3367

Dear Members of the Bremerton City Council,

I have been coming to 2256 Enetai Beach Road for 68 years, and I currently am part of the ownership of the property. I am against moving forward with the development of the Fisher Plat, and land I am requesting that the city council stop Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area.

The development in question is home to a delicate ecosystem that includes a salmon bearing creek (Enetai Creek), home to multiple bald eagles, home old growth trees, and home to many other diverse wildlife. The development calls for the building of 200 homes which would severely affect the current ecosystem. I am asking that you put a stop to Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area. I believe that this is not a suitable location for this many home as the wildlife that lives here needs protection. I enjoy seeing the deer, eagles and heron.

I am also requesting a copy of the environmental study completed for the Fisher development plan. I believe a full environmental study is required before moving forward with any development of this property, and I am shocked and appalled that The council would move forward with this project without an environmental study in place.

Please confirm receipt of this email and request for the environmental study.

Regards,
Cathy Hatch-Daniels
1337 Lower Marine Dr.
Bremerton 98312
and
2256 Enetai Beach Road
jaglady56@aol.com
206-459-1094

From: Brock Logan <brolo716@gmail.com>
Sent: Tuesday, October 17, 2023 6:45 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Policy Exception for City Sewer Service to Fischer Plat

Bremerton City Council Members,

We write to urge that you not approve the requested policy exception to grant city sewer services to the proposed development of the Fischer project in the vicinity of Enetai Beach, Rosewood and Helm Avenues and East 30th Street in East Bremerton.

The people's representatives had sound reasons for prohibiting non-contiguous areas from being annexed into cities. For similarly valid reasons, the City of Bremerton has established, as a matter of policy, that it will not provide city utility services to areas outside of its boundaries. While the City Council, in its sole discretion, may approve an exception to this policy, doing so for this project, at least at this time, is not justified and should not be granted.

The distance between the parcels involved and existing City boundaries and utilities is too great to warrant such an exception. There is insufficient existing utility and transportation infrastructure to support such a development - a problem the City of Bremerton will likely inherit in the future. Without meaningfully addressing these issues, the complete lack of community support in the wider area to be impacted by the proposed extension argues strongly against this policy exception.

We understand that the City is currently considering only the determination of whether or not to approve an exception to existing City of Bremerton policy that would allow the extension of city sewer services to these parcels and that the City is not making decisions on the appropriateness of the proposed development, considering environmental impacts, addressing density and affordable housing issues, etc... Those considerations and decisions will be made by Kitsap County. That said, the properties involved are in the Urban Growth Area and are likely to be incorporated into the City of Bremerton at some point in the future. Therefore, the City has a vested interest in when and how this property should be developed and should, at the very least, consult and coordinate with the County to ensure that any development in this area is consistent with the City's and community's long-term interests and needs and is both responsible and sustainable.

As noted above, it is not a foregone conclusion that this property will be developed, at least not in the manner currently presented by the developer in its request for City of Bremerton sewer service. Kitsap County has not yet weighed in on what they might approve and under what conditions. Given the critical environmental concerns, such as unstable slopes, watershed, wetland and wildlife habitat factors involved, there is a lot to be considered. Sufficient time, study, community input and evaluation must be allowed before a decision such as this is made.

Now is not the time to abandon well-reasoned City policy and rush through the approval of this request for sewer services. If this matter comes up for a vote, please vote "No."

Thank you.

Brock and Kim Logan
Community Members

From: EDWARD DAVIS <davis13489@comcast.net>

Sent: Monday, October 16, 2023 7:48 PM

To: City Council <City.Council@ci.bremerton.wa.us>

Subject: We are opposed to the sewer system for the Fisher development

Our family owns a house on Enetai beach and we were alerted that the Fisher development has a proposal pending for a sewer system and ultimately 200 home development. Please do not approve this! The neighborhood would be changed forever and this would bring further concerns about erosion, water runoff and traffic.

Edward Davis

2234 NE Enetai Beach Drive

From: Janna Krein <jannakrein@gmail.com>
Sent: Tuesday, October 17, 2023 7:06 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Opposed to Enetai housing development

Hello,

I am writing to express my opposition to the proposed Enetai Beach development, which will destroy much-needed habitat for our wildlife population while doing nothing to lower housing costs for our most vulnerable citizens. The neighborhood is universally opposed to this development, and because you represent the people of this neighborhood, it is your duty to reject it as well.

Thanks,

Janna Krein, Manette

From: Jeannie Gravenkemper <jgraccoon@comcast.net>
Sent: Monday, October 16, 2023 8:22 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Stop City Council Resolution No. 3367

To Bremerton City Council Members,

My maternal grandfather, Otto B. Rupp, bought our 2256 Enetai Beach Road property in April 1924. Five generations of the Rupp/ Hatch clan have spent summers and holidays there. I am requesting that the city council stops Resolution No. 3367-the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area.

The eco system of the plat area includes Enetai Creek which is a salmon bearing water, many Bald eagles and their nests, old growth Douglas Fir trees, deer, plus many more birds and critters that will no longer have habitat in which to live. Putting 200 homes in a development there is not a suitable location for urban development.

Please confirm receipt of this email.

Regards,
Jeannie Hatch Gravenkemper
2238 Waverly Way East
Seattle, WA 98112
[Jgraccoon@comcast.net](mailto:jgraccoon@comcast.net)
206 724 1831

From: Olivia Rose Muzzy <orosemuzzy@gmail.com>
Sent: Tuesday, October 17, 2023 1:52 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Public comment re: Fisher Plat development

Dear members of the Bremerton City Council,

Please do not extend city wastewater services to the Fisher Plat development in Enetai. This area is a wildlife corridor and includes old growth forest. Once this natural resource is disturbed, there is no going back. To allow this step in development would be essentially approving clear cutting for some of our closest (and oldest) forests near the city limits, and to lose that would be an ecological travesty right here in our own community.

Olivia Muzzy
98310 resident

From: Stephanie Vezina <stephanielvezina@gmail.com>
Sent: Tuesday, October 17, 2023 2:26 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Enetai Development

Dear City Councilmembers,

I am deeply concerned about the deforestation of this area. Based on the [parcel map](#) (see attached), these parcels are currently marked as having multiple critical areas, which include high to moderate erosion, streams (possible fish habitat), and Bald Eagle nests. Not only will development in this area lead to a significant loss of food and habitat for animals, but it will also have a lasting impact on continued soil erosion and depletion of groundwater levels - generating greater risks that will affect future generations, the land, and the environment.

While I agree we need an affordable housing solution, this is compounding problems. We need a better plan for affordable housing that is sustainable; a siloed approach is not serving us. We are in a housing crisis and the problem isn't just a lack of inventory, it's also economical - including unreasonable financing options, soaring prices, and the bidding process.

I've heard that the developer may be reimbursed for sewer connection fees when legacy homes are required to connect. Do you know if this is true?

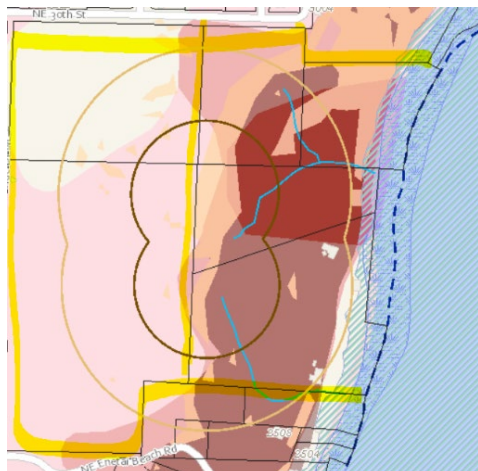
Thanks for making space for public comments in this process for the Enetai community.

Sincerely,
Stephanie Vezina (she/her)
m: 360-250-0650
e: stephanielvezina@gmail.com

 [Schedule an appointment with me](#)

Manette Real Estate Co.
1104 Pitt Ave.
Bremerton, WA 98310

Search for your next  at www.househunter360.com



From: Scott Ballinger <scott@pareto.net>
Sent: Tuesday, October 17, 2023 8:19 AM
To: City Council <City.Council@ci.bremerton.wa.us>; KWalters@kitsap.gov
Subject: Fisher development sewer connection

Hello,

I am writing to oppose the development of 200 new homes near our house in Enetai Beach. The increased traffic & pollution will negatively impact our neighborhood. The proposed sewer line extension serves no one but Mr Fisher, as evidenced by the resounding NO vote on annexation. This is an environmental issue. A safety issue. A neighborhood issue. Please consider these issues before allowing Mr Fisher to add 200 unwanted houses to our neighborhood.

Thank you,
/Scott Ballinger
2234 NE Enetai Beach Rd
206 713 6006 (cell)

From: Susan Ingham <sfingham@yahoo.com>

Sent: Tuesday, October 17, 2023 5:24 PM

To: City Council <City.Council@ci.bremerton.wa.us>

Subject: Do Not Pass Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat

Dear Members of the Bremerton City Council,

I am a property owner near the Fisher plat and am strongly opposed to Resolution No. 3367 - the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area. This area is a fragile ecosystem that includes Enetai Creek, a salmon bearing creek, as well as habitat for many animal species including bald eagles, ospreys, herons, otters, deer, seals and sea lions, and other diverse wildlife. There are also numerous old growth trees and other plant life that is crucial to maintain to support these species. The extension of wastewater utility services will have an extremely negative impact on this ecosystem and should NOT be allowed. Please do not pass Resolution No. 3367.

Thank you,

Susan Ingham
2256 NE Enetai Beach Road
Bremerton, WA

and

2016 26th Avenue East
Seattle, WA

From: Charles Warren <apias.lab@gmail.com>
Sent: Tuesday, October 17, 2023 8:27 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: proposed Rozewood development

Dear Bremerton City Council,

I am writing to you as a concerned citizen and property owner in opposition to the immediately-proposed sewer installation and construction of 200+ homes on what is currently forested buffer land adjacent to two small residential communities with dead-end road access: Rozewood and Enetai Beach.

It is unclear how the significant impacts of the sewer expansion and eventual development will be mitigated, or if that is even possible. The current forested area targeted for development is immediately upland of both steep upper-bank and low-bank waterfront, with limited current drainage and floodwater control. Storm drain and sewer overflow management will inevitably direct contaminated material into the drainage routes and onto the beach. The need for pump stations, impacts of failing septic systems, and costs shifting to surrounding properties and taxpaying communities are significant concerns.

As a utility provider, it is incumbent on the City of Bremerton to responsibly manage the timing and size of potential expansions, and carefully consider the impacts and mitigations for the existing community. Approval of the current proposed expansion is very premature, and until the many unanswered concerns about overall development density can be resolved the applications for significant expansion should be denied.

My family has owned property and various generations have lived in the Enetai Beach community for more than 120 years. We are just asking that there be some balance and consideration of the current residential density, and that this current sewer expansion not be approved until some overall concerns, such as those above, can be addressed.

Sincerely,
Charles Warren

From: Wendy Rixin <plannerwendy@gmail.com>
Sent: Tuesday, October 17, 2023 10:14 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Enetai Development

Hello,

I am curious to know if Bremerton has any guidelines for affordable housing units in new developments? The proposed Fisher property development in Enetai purportedly aids in minimizing suburban sprawl, but I wonder if there are any considerations for creating affordable housing as part of the proposed development? If not, it seems we are simply creating more expensive housing in a town whose real and desperate need is for affordable housing.

Thank you for your kindly consideration.

Wendy Rixin
Enetai neighbor

From: Frederick Ingham <fingham@yahoo.com>
Sent: Tuesday, October 17, 2023 11:05 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Resolution No. 3367

Re: Resolution No. 3367

Dear City Council:

My family has owned property on Enetai Beach for over 100 years. We appreciate its serene natural beauty. It was with great dismay that I learned of a proposal to extend city sewer service into this undeveloped area to enable a residential development of up to 200 homes. This land is heavily forested, which protects the slope from erosion and the Sound from toxic runoff. If a host of new homes were built on this pristine land, there would be a significant increase in noise, crowding, erosion and runoff of petroleum products, rubber, and lawn chemicals into Puget Sound.

Furthermore, it seems that this developer, who recently attempted to get neighbors to agree to annexation by the City of Bremerton and lost nearly unanimously, is now trying to “end run” the process by establishing this hookup outside of a democratic process. We neighbors have an interest in preserving the unique environment of Enetai Beach, which protects Puget Sound and provides an oasis for wildlife and neighbors alike. A wealthy developer should not be able to destroy the character of a community without significant due process, review and community input.

Furthermore, it is my understanding that there has been no environmental impact assessment evaluating the potential risks of extending the sewer line and building up to 200 homes on this ecologically sensitive land. It would be irresponsible, (and potentially illegal?), for the Council to approve this sewer line extension and the consequent denuding of 50 acres of forest land and building 200 homes without a very thorough, deliberate and public review of the environmental implications of such a huge development. If I am incorrect, and such an environmental review has been done, please provide a link to it.

You are our only hope to protect our land, our environment, and the character of our community. If this hookup goes in, Fisher will doggedly pursue development to enrich himself at the expense of his neighbors, the environment and Puget Sound. The only purpose of this sewer hookup is to enable this oversized development. If you approve the one, you are guaranteeing the other will ultimately follow, which will forever alter the character of this special part of our community.

I implore you to vote NO on this resolution. Do not initiate the destruction of 50 acres of forestland in the heart of our community. This area is not appropriate for urban development and doesn't need a sewer hookup.

Fred Ingham
2256 Enetai Beach Road

From: Micah Hutchinson <hutchinsonmicah@gmail.com>

Sent: Wednesday, October 18, 2023 9:03 AM

To: City Council <City.Council@ci.bremerton.wa.us>

Subject: Proposed Fisher Development

Good morning, I am concerned about Bremerton's seeming support to provide sewer access to county lands which allows for development of excessively high density neighborhoods. This recent trend of high density development is alarming as it changes the face of our communities particularly as these developments tend to age poorly.

I further understand there are environmental concerns with privately maintained septic systems and do not think providing sewer access is a bad principle unto itself. However, the city providing utilities which allow developers to circumvent reasonable density stipulations in order to maximize profits to one entity while causing undue harm on the existing, mature forestland and communities in lieu of establishing a reasonable development plan is failing the future of our community.

Thank you for your consideration,

Micah Hutchinson

From: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Sent: Tuesday, October 17, 2023 10:15 PM
To: Sarah Palama-Hoffer <sarahpalama@gmail.com>
Cc: City Council <City.Council@ci.bremerton.wa.us>; Katie Walters <kwalters@kitsap.gov>
Subject: Re: Enetai/Fisher plat Instagram post by Jeff Coughlin

Hi Sarah,

I deeply appreciate all of your public input on this. Even though you are not a Bremerton resident, I am more than happy to respond to your input. Since you live in the County, I'm also CC-ing your County Commissioner Katie Walters.

As you note, I use my Council social media to alert my constituents to important items coming before Council because I value Public outreach and engagement. My social media has all comments disabled to ensure I comply with the Washington Public Records Act --- I have it essentially set up as a bulletin board. Users are free to share my posts and do with them what they will, but all comments on issues before Council are required to be e-mailed to the City.Council@ci.bremerton.wa.us e-mail address to ensure they are properly recorded in the Public record.

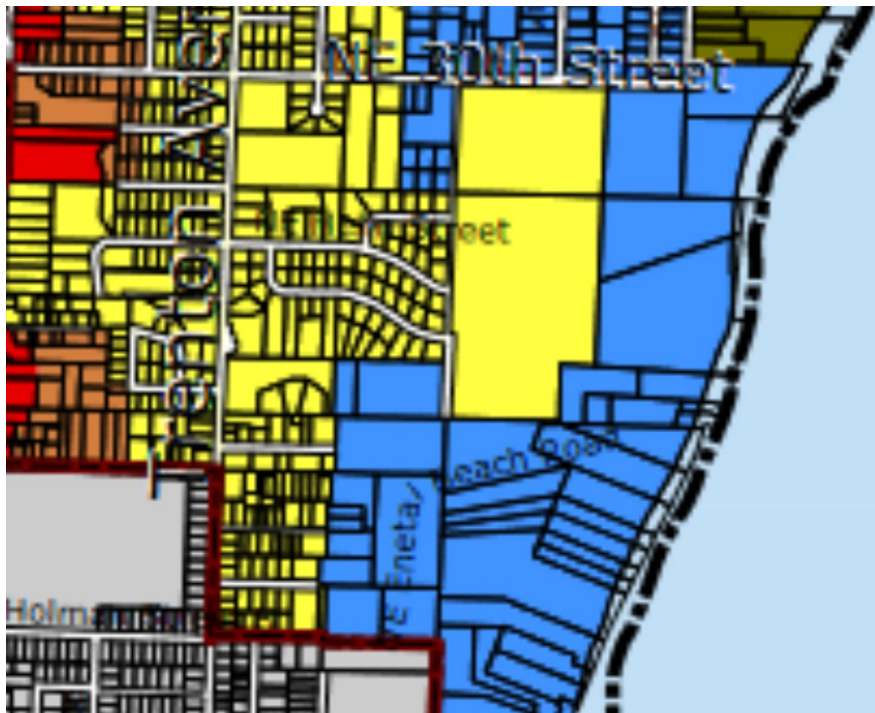
I wanted to highlight this issue because of the potentially far-ranging impacts that the Bremerton Council's decision may have, and because my City district (#3) is one of the two that are closest to it. The other district that is close is #2, represented by Councilmember Frey --- the two of us took a long tour of the area and surrounding neighborhoods the other week to ensure we are familiar with the area, which being in County is all outside our City districts that we are most familiar with. It is because of the potential far reaching impacts that the Bremerton Council decided at last Wednesday's Study Session to hold a Public Hearing this week to get more public input, and not take any action until at least two weeks from now.

- it is not deceptively complex.

By "deceptively complex" I was trying to convey that a seemingly "simple" decision of whether to provide Wastewater service or not, as was presented to Council, has long-ranging and significant impacts --- one that myself and the Council are taking seriously by taking our time on this issue to get all the facts on the table and public input heard.

A land owner is trying to build a subdivision on a piece of property zoned urban low even though it is surrounded by urban restricted. We would share hillside dr ne with this plat and while our property is flat and free of wetlands, it is zoned urban restricted, which it was rezoned to in 2016. This particular property was somehow able to remain urban low even though it is more greatly affected by environmental changes than our property. Clearly that is not on the city but I personally see that as a failure on the county when rezoning happens.

By my reading of the Kitsap County zoning map, the majority of land to the West of the parcel in question is also zoned Urban Low Density Residential, but I appreciate that your street on the NW corner of the parcel is zoned Urban Restricted. I would have to defer to Commissioner Walters and the County on any reasoning for the zoning.



- When you say “the county has it slated for development” do you simply mean it is slated for development at some point because it’s within the urban growth area? Urban growth plans are written for areas that are meant to be annexed by the city within 20 years and this specific parcel and urban growth area is now sitting at around 30 years

By zoning this parcel Urban Low Density Residential, the County has intended this area to be developed according to the regulations of the Urban Low Density Residential Zoning.

- You mention the money you receive from the developer but fail to mention how much it will cost for the city to maintain it and failed to mention to your constituents that the potential of increased rates may also have to happen to help with maintenance fees.

By my best understanding, there would be no increase in cost to any Bremerton residents for maintenance of this extension, as the money paid by property owners for sewer service pays for the maintenance. And since there would actually be a 50% rate increase for users not in City limits, my understanding is that the City would profit from this.

- You also mentioned increasing our local housing supply is desperately needed. I partially agree with this statement but think that AFFORDABLE HOUSING is what is desperately needed. In order to recoup cost, this subdivisions in no way would be affordable housing. And according to the Comprehensive plan update 2044 from tonight, it sounds like the city is more interested in building dense housing in already dense areas of town. This subdivision also strongly goes against Washington legislation rcw 36.70A.020 Nearly all increases in any housing supply reduce the cost of housing across all economic levels, but I too deeply agree we need affordable-rate housing, and I have supported many updates to Bremerton's zoning in the past several years to enable increased density and support missing middle housing. There has not yet been, by my knowledge, any indication on the price of homes in this parcel should it be developed, but I would be interested to learn that, although to conform with Urban Low Density Residential, it's nearly guaranteed these will not be luxury homes. This area is in the County, so none of the city goals apply to it, and I defer to Commissioner Walters and the County on any County comprehensive planning and how it relates to RCW 36.70A.020.

• I think it's fair to say that this is surrounded by neighborhoods but that is only a shred of an assessment of this area. It is forested HISTORICAL property, part of old Bremerton that existed before any of us were born. Home to native wildlife including but not limited to deer, owls, a bear and a pack of coyotes This is why I pointed out to folks that this is a forested area, and why, even though I have no control over the zoning and development of this area, I genuinely am taking this request before the Bremerton Council seriously. There are many areas north of Manette and along the 303 corridor that have been developed with a loss of local forest.

If it weren't for the efforts of Councilmember Younger and past Councils to enact a Bremerton ordinance that required these decisions to extend sewer service outside City limits to come before Council, it is extremely likely that sewer usage would have already been granted without any public input or involvement.

• Yes this project could continue with septic. While the information was not easily accessible on the Kitsap county website, it appears pierce county requires a minimum of 12,500 square feet per septic system which would cut his density down to less than half of any of his development options and would not even put him anywhere close to urban low density.

Thank you --- one of the outstanding questions that Council raised at last week's study session that we want to have resolved before any vote is taken is the requirements of septic systems in Kitsap County, along with the potential environmental impacts of septic systems.

• I as a highly impacted resident understand that these battles will be ongoing in the urban growth area and while I do appreciate you understand that this decision is impactful, I Hope you understand that 100s of current resident in the uga and surrounding areas will be greatly impacted by your choice. Members that have been part of this community for decades. This will set precedent for similar choices you make in the future that could also affect our ever dwindling green space.

I do. It's again why I suggested Council take this slow, gather as much Public input as possible, and get all the facts on the table and questions answered before making this decision.

I very much look forward to you attending the Council meeting Wed. and hearing your input in-person, and would be happy to chat with you before or after as time allows. And encourage you to also have conversations with Commissioner Walters, who I will also be looking to for input on this decision.

Cheers,
Jeff

--



This e-mail and further communication may be subject to public disclosure, if requested under the Washington Public Records Act (RCW 42.56).

From: City Council <City.Council@ci.bremerton.wa.us>
Sent: Tuesday, October 17, 2023 5:44 PM
To: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Subject: FW: Enetai/Fisher plat Instagram post by Jeff Coughlin

Attn: Council President Coughlin

From: Sarah Palama-Hoffer <sarahpalama@gmail.com>
Sent: Monday, October 16, 2023 9:26 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Enetai/Fisher plat Instagram post by Jeff Coughlin

Hello and good evening.

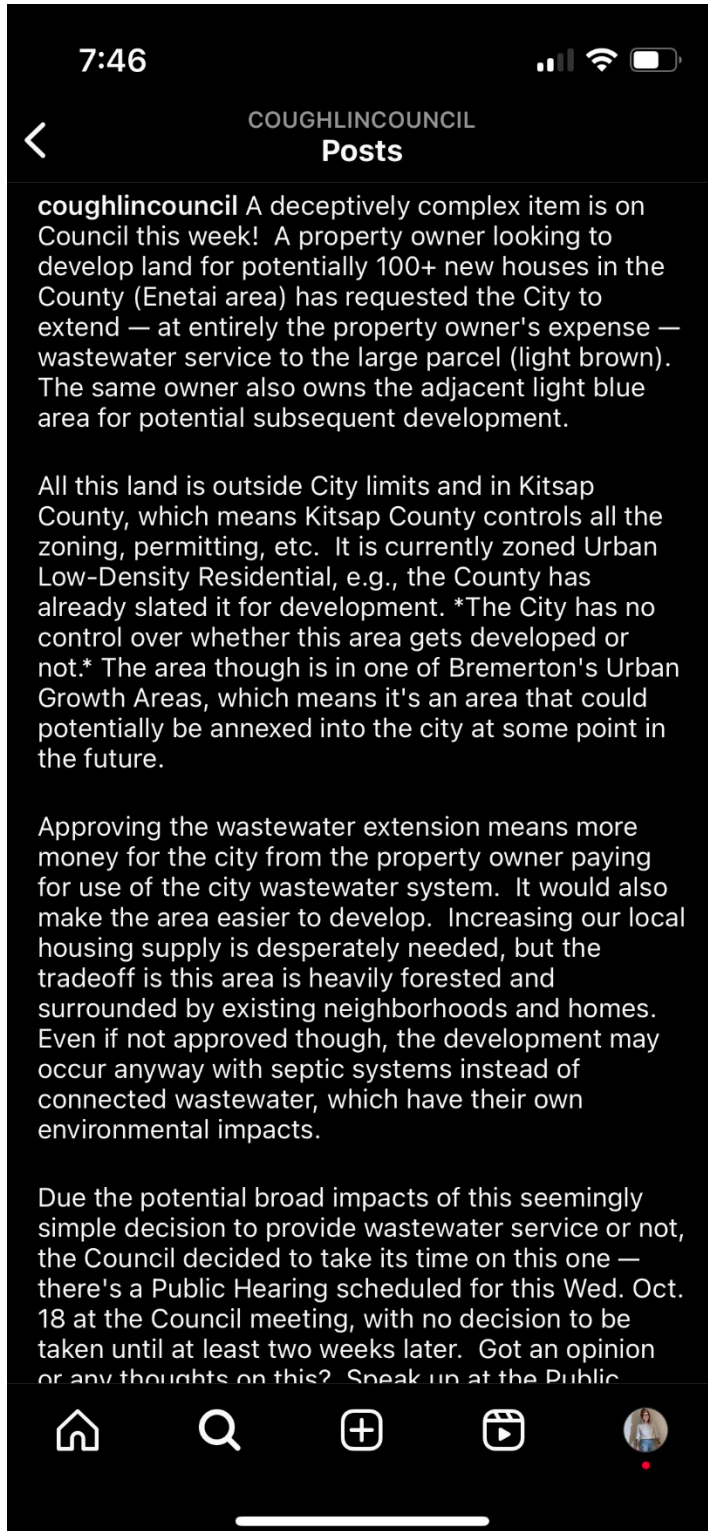
A friend within Jeff Coughlin's district alerted me to a post he made on Instagram regarding the proposed sewer extension to the urban growth area. While I appreciate him engaging with some of the city dwellers that follow him on social media, I find it a bit discouraging that not only was commenting turned off on that post (and it seems all other posts) but also the post was riddled with misinformation.

- it is not deceptively complex. A land owner is trying to build a subdivision on a piece of property zoned urban low even though it is surrounded by urban restricted. We would share hillside dr ne with this plat and while our property is flat and free of wetlands, it is zoned urban restricted, which it was rezoned to in 2016. This particular property was somehow able to remain urban low even though it is more greatly affected by environmental changes than our property. Clearly that is not on the city but I personally see that as a failure on the county when rezoning happens.
- When you say "the county has it slated for development" do you simply mean it is slated for development at some point because it's within the urban growth area? Urban growth plans are written for areas that are meant to be annexed by the city within 20 years and this specific parcel and urban growth area is now sitting at around 30 years
- You mention the money you receive from the developer but fail to mention how much it will cost for the city to maintain it and failed to mention to your constituents that the potential of increased rates may also have to happen to help with maintenance fees.
- You also mentioned increasing our local housing supply is desperately needed. I partially agree with this statement but think that AFFORDABLE HOUSING is what is desperately needed. In order to recoup cost, this subdivisions in no way would be affordable housing. And according to the Comprehensive plan update 2044 from tonight, it sounds like the city is more interested in building dense housing in already dense areas of town. This subdivision also strongly goes against Washington legislation rcw 36.70A.020
- I think it's fair to say that this is surrounded by neighborhoods but that is only a shred of an assessment of this area. It is forested HISTORICAL property, part of old Bremerton that existed before any of us were born. Home to native wildlife including but not limited to deer, owls, a bear and a pack of coyotes
- Yes this project could continue with septic. While the information was not easily accessible on the Kitsap county website, it appears pierce county requires a minimum of 12,500 square feet per septic system which would cut his density down to less than half of any of his development options and would not even put him anywhere close to urban low density.
- I as a highly impacted resident understand that these battles will be ongoing in the urban growth area and while I do appreciate you understand that this decision is impactful, I Hope you understand that 100s of current resident in the uga and surrounding areas will be greatly impacted by your choice. Members that have been part of this community for decades. This will set precedent for similar choices you make in the future that could also affect our ever dwindling green space.

I very much look forward to the upcoming meeting on Wednesday. I'm really proud of our community and we have spent years showing up for one another.

I promise you will hear less from me at some point this year but I feel it very necessary to speak up for our aging neighbors that cannot make it to the meetings and for the ones that find the internet difficult to navigate. I'll try my best to keep my comments to 3 minutes on Wednesday. I tend to talk really fast. Have a great week and we will all see you Wednesday.

Sarah Palama-Hoffer



From: Sarah Palama-Hoffer <sarahpalama@gmail.com>
Sent: Wednesday, October 18, 2023 10:28 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Public comment for tonight

I have written and re written my public comment for tonight countless times and the tightest time I can get it to is 3 minutes 30 seconds. In the event I get my time get cut off, I wanted the council to have my full written comments from tonight.

Sincerely,
Sarah Palama-Hoffer

Hello and good evening council,

I want to start by saying thank you to all of our neighbors and members of this community that have shown up in person and to those tuning in through zoom in opposition to this overhaul of the urban growth area and building of an entirely new city sewer system outside of city limits near critical areas. My name is Sarah Palama-Hoffer and my family and I are residents on hillside drive NE, directly across from the fisher plat. We have resided at this address since 2010 and purchased the empty lot next to our home in 2014 when our elderly neighbors were no longer able to maintain it. In 2016 both of our properties were rezoned from urban low density to urban restricted due to steep slopes and the physical characteristics of our properties. A portion of homes off of 30th, part of enetai beach road and portions of the properties now owned by the fishers were also rezoned to urban restricted due to the same changes. The previous owner of this plat appealed the counties decision to rezone the now fisher plat in question stating the property was unchanged since the last assessment in 2012. I am assuming the county allowed this appeal to proceed under the guise that it was in the urban growth area and could potentially be developed in the future. At the time, this parcel was up for sale, along with an adjacent property in enetai. While I cannot place the blame on any specific aspect of how this property was able to retain its urban low zoning, I do believe the county has a duty to confirm the zoning is appropriate for this area before the city approves a sewer build. Steep slopes, characteristic changes, and wetlands need to be addressed. In the almost 8 years it has been since the surrounding areas were rezoned, we have seen countless mudslides and temperatures over 100 degrees and under 15 degrees. There is absolutely no way this plat has been unchanged in that period of time. Making the choice to simply approve an entirely new sewer to be put in before any other assessments have been made would be reckless. It's frustrating as a resident of this community to watch the city and county pass the buck back and forth on what should be done first. We hear "it's the counties decision " when we hear from the city. Then we hear from the county "oh that's a city decision" so you can understand how that makes us residents feel. Like we have absolutely no representation. If the only representation we get is this 90 minute public meeting, it

feels almost inappropriate to give the city full control on approving CITY sewer to a property that has no definite plans to absorb into the city soon. We as a community already expressed our thoughts on annexation less than two years ago as it was an overwhelming no from the neighborhood. to think we will be forced to accept city lines on our property feels like our neighborhood is being sold to the highest bidder. And feels like we don't even get a choice. Busses don't come down the urban growth area so this in no way would be accessible to those riding public transportation, roads and sidewalks are built to county standards and would put a further strain on ems and fire services.

I'm a believer in change and know in order for our community to grow, we need housing but we cannot fail to protect our counties green space and this development in no way would support the councils agenda to add affordable housing to our community. This is a for profit subdivision being built by a developer who does not even live in our community. According to an article published in the island wanderer the fishers split their time between Bainbridge island and London. They recently acquired The Winslow mall and have been drastically changing the small town charm of downtown Bainbridge. Please vote knowing how greatly this will affect our community and neighbors already living around and in the urban growth area. Those with jobs in our community, shopping at our local groceries stores, supporting local business in Bremerton, with children in our school districts and families that have cherished this city and community for many years.

Thank you.

From: James Warren <jbwarren08@gmail.com>
Sent: Wednesday, October 18, 2023 1:27 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject:

Dear Bremerton City Council,

I am writing to you as a concerned citizen and property owner in opposition to the immediately-proposed sewer installation and construction of 200+ homes on what is currently forested buffer land adjacent to two small residential communities with dead-end road access: Rozewood and Enetai Beach.

It is unclear how the significant impacts of the sewer expansion and eventual development will be mitigated, or if that is even possible. The current forested area targeted for development is immediately upland of both steep upper-bank and low-bank waterfront, with limited current drainage and floodwater control. Storm drain and sewer overflow management will inevitably direct contaminated material into the drainage routes and onto the beach. The need for pump stations, impacts of failing septic systems, and costs shifting to surrounding properties and taxpaying communities are significant concerns.

As a utility provider, it is incumbent on the City of Bremerton to responsibly manage the timing and size of potential expansions, and carefully consider the impacts and mitigations for the existing community. Approval of the current proposed expansion is very premature, and until the many unanswered concerns about overall development density can be resolved the applications for significant expansion should be denied.

My family has owned property and various generations have lived in the Enetai Beach community for more than 120 years. We are just asking that there be some balance and consideration of the current residential density, and that this current sewer expansion not be approved until some overall concerns, such as those above, can be addressed.

Sincerely,

James Warren

From: Blake Hoffer <blakejhoffer@gmail.com>
Sent: Wednesday, October 18, 2023 8:39 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>
Subject: Re: Public Comments - Fisher Plat Project (Blake Hoffer)

Good morning-

I have been working on my public comments for the meeting this evening and it appears I have too much to say to stay within the three minute time limit. Is there a way to suspend the time limit for my comments or beg/borrow time from other community members? I will copy my full statement below in hopes of getting the full text included in the documented public comments. I have reduced the comments considerably in an effort to get under the three minute limit (I've gone from over ten minutes to just over five minutes), but a further reduction would be required. Reducing much more will miss valuable points that the public needs to hear tonight.

Here are my full, unreduced comments for your consideration:

My name is Blake Hoffer and I have lived in my home which is bordering what is now the Fisher plat since 2010. I have already sent the City several emails containing a lot of concerns I have with the proposed wastewater extension and I am sure to speak tonight on at least some similar themes, as well as others, so this will not entirely be a repeat of those emails. I trust the Council has been provided with my emails and has read them.

I attended the study session for this proposal last week and some of the statements from the Council have really resonated with me. First, it was stated that people who currently have septic that could fail in the future would feel pretty lucky if this wastewater extension is provided so they can just hook up to the City's system. While I will not discount this experience entirely because I am sure it can and does happen, I will offer an alternative viewpoint. First, I would like to point out that if City sewer was such a widespread relief for the public, then it would seem the mandate to require anyone in close proximity to hook up to it at some point is unnecessary. In my particular situation, my property borders the proposed development area and should my septic fail, I would undoubtedly be required to hook into the City's system. However, a portion of my property is reserved from development so that I have space available should my septic fail and I need a new one. Being required to hook into the City's system, even if it is more economical to simply install a new septic system is a very real concern for me. Additionally, there are other circumstances that may also force us to hook up to the City's system, like an addition to our house. This is something my wife and I have been planning and saving for for several years. To find out that we need to save a quite large additional sum of money to execute our long planned addition and move it several more years into the future is again a very real concern for me. To summarize this point bluntly, I do not need City sewer and I do not want City sewer.

A couple other items discussed during the study session that have stuck with me were first the opinion that the Council should put blinders on to ignore every aspect of this wastewater extension request and merely focus on how the City engineering staff performed preliminary calculations and the City's wastewater system was determined to be adequate to accept the expected additional loading from the proposed development. As an engineer myself, I understand the urge to just go with the numbers and take this very narrow viewpoint, however I

wholeheartedly disagree with it. This wastewater extension request has huge ramifications that demand the Council to take a much wider viewpoint and consider all the consequences of an approval to this request. I was somewhat relieved to hear later in the study session that Bremerton Municipal Code 15.03.040, the code governing this wastewater extension request, was created to be a mechanism to stop developers from always being able to connect to the City's wastewater system. In essence, this code mandates the Council to review the full picture and circumstances, not merely leave this a rubber stamp process after preliminary calculations by City engineers. This is where we find ourselves today, with the community helping to provide opinions and details about this request not from the viewpoint of a developer financially incentivized to push this request through, but from the viewpoint of the surrounding community that will be left behind to live with the consequences of any development, should it be approved.

The last piece of information from the study session that I would like to comment on was the statement by the City engineers regarding the expectation for the City to generate \$250,000 per year from user fees for the proposed development. City engineers made no mention of any cost the City will surely incur due to new equipment/systems and increased demand on existing infrastructure (e.g. increased operation and maintenance costs, the potential to need additional staffing, any impact this new obligation could have on rate payers within City limits, etc.). This statement appeared to lack the required information and any proof of thorough consideration to make such a claim.

As I said earlier, I have lived in the surrounding neighborhood since 2010 and my wife and I have lived through several phases of life in our house. We started out just the two of us, but then soon after moving in, we added two dogs to our home. Incrementally, we also added two children to our family and this community has been a part of their entire lives. I started working at Puget Sound Naval Shipyard in 2006, but in 2014, I moved to a new position with the Federal Aviation Administration (FAA). To avoid any ethics issues, let me state that what I have written is my own personal position and does not reflect any FAA policy. I really enjoy my job and I would like to keep it. The offices for this new position were in Renton at the time, so being faced with a considerable commute, my wife and I considered moving for the first time. In the end, we decided our roots ran too deep in our home and community to move, so I found a vanpool and got used to commuting. My position with the FAA requires frequent travel for extended periods of time. Knowing my family has a community they can rely on if something adverse should happen while I am away is a big deal to me. Being part of a small community that watches out for each other, shovels driveways for each other if we receive snow, checks in if it has been any abnormal length of time since we have seen each other is a big deal to me. Worrying about my kids getting hit by one of the 400 new vehicles making one of the 2,000 predicted end trips per day on streets not designed for this amount of traffic is a big deal to me. This entire community would be negatively impacted if the development is allowed to be built at the proposed density, in no small part because a wastewater extension request is approved by the Council. Make no mistake, a vote in favor of this proposed wastewater extension is a vote in favor of developing this untouched wilderness area to the maximum extent possible, no matter the consequences on nature and the surrounding communities.

I think it is fair to say that without an approved wastewater extension request, any development of the Fisher plat would look much different, specifically the number of homes would need to be drastically reduced. Not denied entirely, but reduced. So, why is the development proposing such high housing densities, housing densities much higher than the surrounding communities? That answer must be based in profit. I understand that profit is not always bad, in some cases portions of profit can go to funding new research that the world desperately needs. But, this is

not that kind of profit. This profit is the old fashioned kind. The kind where nature and local communities are irreparably harmed, while a select few individuals reap the rewards. In one interview the property owners gave in support of a business they own on Bainbridge Island, the owners stated they split their time between Bainbridge Island and London. So in this case, these select few individuals reaping the rewards are not even part of the local community. They will not be faced with any long term negative consequences of this development.

As a dedicated civil servant my whole professional career up to today (and hopefully my entire career), I can say that I take pride in knowing society gets to benefit from my work. I will never have millions of dollars available in my budget to buy large properties, but I can live with that. I also find myself uplifted when I read about emerging evidence showing that current job seekers are looking into company values to see if they match their own when they are contemplating job offers or looking where to apply. This can be a strong tool for changing how society operates and adds new considerations in the profit equation. I do not know any of the Council members personally, so I can only guess at what your core values may be. Since each of you represent the community, I can hope that at least some of our core values are similar. I have reviewed the 2023 City Council Goals and Priorities and I certainly see some common ground between our values. What I do not see is anything supporting a development like this proposal represented anywhere on that document. This development is definitely not going to support affordable housing and it will not build what the Council defines as "Missing Middle Housing". In fact, I would argue the proposed development directly conflicts with some of the Council's Goals and Priorities, specifically developing policies that encourage environmental stewardship as one example.

In closing, I would like to summarize by saying that there are ample reasons for the Council to vote against the requested wastewater extension. Bremerton Municipal Code 15.03.040 puts this decision on the Council, so now we, the impacted community, ask the Council to see the negative consequences of approving this wastewater extension request far outweigh any supposed benefits and vote against this proposal.

Blake Hoffer

**Published for
October 11
Study Session**

ITEM A5 – Public Comments

From: Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>
Sent: Friday, October 6, 2023 2:14 PM
To: Blake Hoffer <blakejhoffer@gmail.com>
Cc: City Council <City.Council@ci.bremerton.wa.us>
Subject: RE: Fisher Plat Project

Good Afternoon,

Thank you for your message. I have copied the City Council to inform them on the community interest in this matter.

The owners of the Fisher Property have requested wastewater service for the proposed development. The property is outside City Limits but within the East Bremerton Urban Growth Area (UGA) which is a designated wastewater service area. The City's 2014 Wastewater Comprehensive Plan Update can be found at: <https://www.bremertonwa.gov/DocumentCenter/View/1972/2014-Wastewater-Comprehensive-Plan-PDF?bidId=> this document contains information about the East Bremerton UGA and the conceptual plans for providing service to this area.

To provide wastewater service to the Fisher Plat, an extension of service would be required to be designed, installed, and funded by the developer if the City Council agrees to provide service. The constructed sewer main and pump station would be transferred to the City for operation and maintenance. The developer has provided a Sanitary Sewer Capacity Analysis (attached) completed by Team4 Engineering with a conceptual design for the extension. The proposed system is designed to include a contributing area beyond the proposed plat boundary so that property owners in the vicinity could connect to the service if needed in the future.

Attached is a copy of our standard Outside Utility Agreement per your request.

Sincerely,

Janelle Hitch, P.E.
Managing Engineer – Development
Public Works & Utilities – Engineering
(360) 473-5285
Janelle.hitch@ci.bremerton.wa.us



From: Blake Hoffer <blakejhoffer@gmail.com>
Sent: Wednesday, October 4, 2023 9:46 PM
To: Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>
Subject: Fwd: Fisher Plat Project

Please see email below.

Blake Hoffer

----- Forwarded message -----

From: Blake Hoffer <blakejhoffer@gmail.com>
Date: Wed, Oct 4, 2023 at 8:33 PM
Subject: Fisher Plat Project
To: <mark@team4eng.com>, <tim@team4eng.com>
CC: Garrett Jackson <Garrett.Jackson@ci.bremerton.wa.us>

Good evening-

I am writing to inquire about the subject development project in Kitsap County. It is my understanding that the local survey to annex the project property, as well as the surrounding area, into Bremerton failed to yield the developer's desired result. Other attempts to force the annexation have also failed, so now it is up to the Bremerton City Council to subvert the will of the community and potentially provide utilities to support the development of the property.

Reading through Bremerton Municipal Code 15.03.040, providing utilities in this manner would only be allowed if the City Council determines it is necessary or appropriate due to the previous failed annexation efforts. On what grounds is the developer basing the necessity of this utility connection that would be an exception to general policy per the previously mentioned code? Additionally, per the code, in order to receive the City of Bremerton utility service, the property owner must execute an Outside Utility Agreement with the City. Can you please share this agreement? Can you also please share any plans of feasibility? From my understanding of the developer's plan, the development will require a pump station and long connection runs to existing City lines. If the development is not annexed into Bremerton, who pays to install, operate, and maintain these systems? Furthermore, as a property owner adjacent to the development area, how am I affected by Bremerton Municipal Code 15.03.050? This property development plan appears to directly impact my neighbors and me in many negative ways.

Blake Hoffer

SANITARY SEWER CAPACITY ANALYSIS

PERRY AVE

BETWEEN

NE RIDDELL RD & E 18TH ST

FOR

ENETAI - FISHER PLAT

LOCATED IN NW¹/₄, SEC. 7, TWP. 24 N., RGE. 2E., W.M.

Assessor Account Numbers:

072402-2-107-2007, 072402-2-104-2000, 072402-2-108-2006

KITSAP COUNTY, WASHINGTON

Prepared
September 12, 2023

Prepared for

JOHN AND SHAWNA FISHER

6964 Wing Point Rd NE
Bainbridge Island, WA 98110
(808) 620-7027



Prepared by

TEAM4 ENGINEERING

5819 NE Minder Rd
Poulsbo, WA 98370
(360) 297-5560



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I. INTRODUCTION

As discussed in pre-submittal conference between the property owners and the City of Bremerton (City), the proposed project is to include an approximately 189 lot subdivision. A summary of the topics discussed has been recorded in Pre-Submittal Report BP21 00148 (BP148). The full report is provided in Appendix A.

BP148 states a study and report are required before the City can make a determination about the sanitary sewer utility availability. As requested in BP148 page 3, this report addresses the following topics:

- Contributing Area
- Pump Station Sizing
- Sanitary Sewer Capacity Perry Avenue

This report has been prepared to provide the City with the background and information to make the determination about the sanitary sewer utility availability.

II. PROJECT LOCATION

The proposed project is located within the East Bremerton Urban Growth Area but has not been annexed into the City of Bremerton and remains in unincorporated Kitsap County (County). This area is known as the Enetai neighborhood, just northeast of the city boundary of the City of Bremerton, overlooking Port Orchard (the water body) to the east, and bounded by the following streets: Hillside Drive NE, NE 30th Street and NE Enetai Beach Road, see Figure 1.



Figure 1 – Vicinity Map

III. PROPOSED DESIGN FLOWS

BP148 defines the contributing area as follows: provide a graphic showing the maximum contribution area that the pump station will provide service for, including low pressure sewer systems serving properties to the east and downslope.

A. Contributing Area

The contributing area of the proposed project includes areas served by gravity sanitary sewer and low-pressure sewer systems. Per the 2014 Wastewater Comprehensive Plan Update (Comp Plan), the project area is within the Trenton Avenue Sewer Basin service area TRT-1. Per a request from the City of Bremerton Engineering Department (see Appendix B), the gravity portion of the proposed service area has been requested to also include the adjacent areas within TRT-2, TRT-3, and TRT-4 that will flow by gravity to the proposed project Pumping Station location. The low-pressure areas were determined by estimating the capabilities of E-One individual pumping stations that will generally allow up to 100 feet of lift with approximately ¼ mile of pressure pipe from the proposed pumping station. The total area of the contributing area boundary is 105.0 acres. The Trenton Sewer Basin and contributing area boundary are shown in Figure 2.

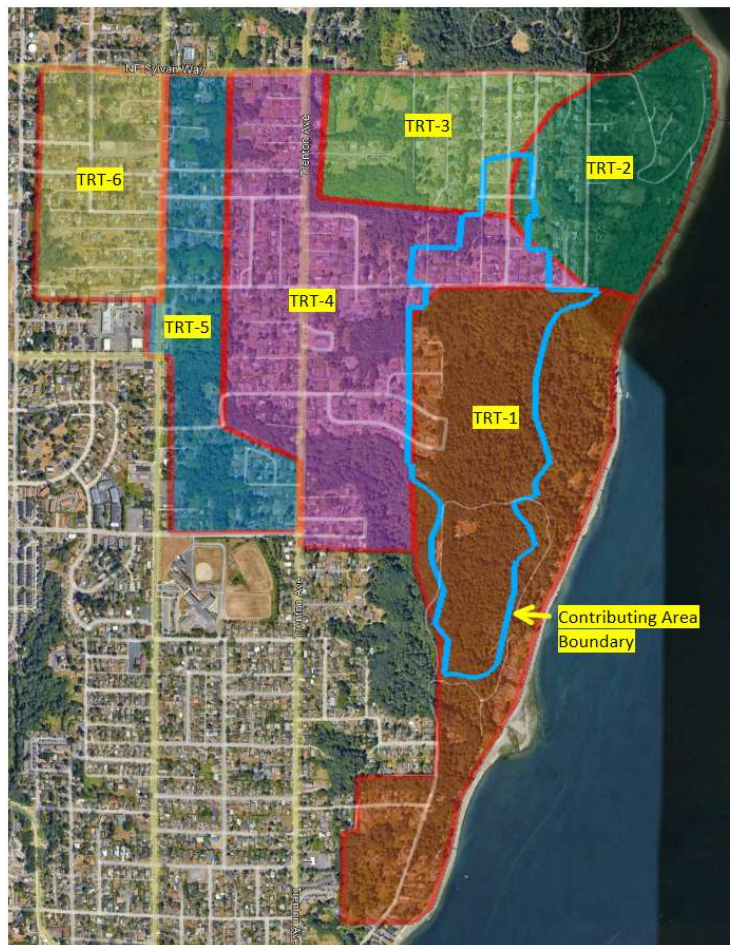


Figure 2 – Trenton Sewer Basin and Total Contributing Area

The final contributing area has been reduced by excluding certain critical areas and community roads. Steep or un-buildable slopes (generally 30% or greater) were determined by the Kitsap GIS website and include erosion and landslide hazards. The critical areas within the contributing area total 54.0 acres. This remaining area has been further broken down into the current Zoning by Kitsap County, 55.1 acres is within the Kitsap Urban Restricted Zone (UR) and 33.0 acres are within the Kitsap Urban Low Zone (UL), see Figure 3.



Figure 3 – Contributing Area

B. Proposed Design Flows

The proposed sanitary pumping station will convey wastewater from the proposed pumping station and the adjacent properties within the contributing area as described in Section III-A above. For the remainder of this analysis and report, full build-out conditions have been assumed on all contributing adjacent properties, while the proposed plat assumes the proposed number of dwelling units. The number of design dwelling units were then used to calculate average daily flow and peak design flow per the Criteria for Sewage Works Design, August 2008 (Orange Book). The calculations are based on the following assumptions: estimated flow of 71 gallons per person per day (gpd/person), an average of 2.4 people per dwelling unit (DU), and a peaking factor of 4. The calculations and results have been provided in Table 1 below with the Peak Design Flow at 247 gallons per minute (gpm).

Table 1 – Proposed Pumping Station Flows by Area and Density

Avg No. of Residents / DU =		2.40					
Water Usage per DU (WU)=		71		gpd			
<u>DU Calcs</u>							
Description	Approx Area (Acres)	Color	Zone	Min (DU/Acre)	Max (DU/Acre)	Design	
						DU/Acre	DUs
Proposed Plat	27.8	Yellow	UL Kitsap	5	9	7.2	200
Adjacent UL	5.2	Yellow	UL Kitsap	5	9	9	47
Adjacent UR	55.1	Blue	UR Kitsap	1	5	5	276
						522	
						Design DUs =	522
Flow = WU x DUs =						170	gpd/DU
Peaking Factor =						4	
						Avg Daily Flow (gpm) =	62
						Peak Design Flow (gpm) =	247
						Peak Design Flow (cfs) =	0.551

IV. BASELINE DATA

Upon request by Team 4 Engineering, City engineering staff provided the Perry Avenue sanitary sewer service basin from NE Riddell Rd to the East 18th St bypass. Team 4 has expanded this general service area by further dividing the area by City/County Zoning (see Figure 4 below).



Figure 4 – Perry Ave Sanitary Service Basin NE Riddell Road to E 18th Bypass

The sewer service basin to MH#12 at Sheridan Rd and Perry Avenue and the zone are shown in Figure 6 below.



Figure 6 – MH#12 Zoning

The sewer service basin to MH#13 located north of NE Fruitland Street and Perry Avenue and the zone are shown in Figure 7 below.



Figure 7 – MH#13 Zoning

The sewer service basin to MH#14 at Sunset Lane and Perry Avenue and the zone are shown in Figure 8 below.



Figure 8 – MH#14 Zoning

The sewer service basin to MH#15 located north of NE Stone Way and Perry Avenue and the zone are shown in Figure 9 below.



Figure 9 – MH#15 Zoning

The sewer service basin to MH#16 at NE Stone Way and Perry Avenue and the zone are shown in Figure 10 below.



Figure 10 – MH#16 Zoning

The sewer service basin to MH#17 located east of Fir Court at Perry Avenue and the zone are shown in Figure 11 below.



Figure 11 – MH#17 Zoning

The sewer service basin to MH#18 at Holman Street and Perry Avenue and the zone are shown in Figure 12 below.



Figure 12 – MH#18 Zoning

The sewer service basin to MH#19 at Parker Place and Perry Avenue and the zone are shown in Figure 13 below.



Figure 13 – MH#19 Zoning

The sewer service basin to MH#20 at Cascade Trail and Perry Avenue and the zone are shown in Figure 14 below.



Figure 14 – MH#20 Zoning

The sewer service basin to MH#21 at E 18th Street and Perry Avenue and the zone are shown in Figure 15 below.



Figure 15 – MH#21 Zoning

D. Baseline Flow Data

Based on the contributing area and dwelling unit density of each zone in the basin, the proposed design flows have been estimated at the minimum, average, and maximum densities. The densities were then used to calculate average daily demand, maximum daily demand, and peak hourly demand per the Orange Book.

The Department of Ecology approximates Infiltration and Inflow (I&I) via a peaking factor and a flow value of 100 gallons per day per person. The City of Bremerton states an average flow value of 71 gallons per day per person from the 2014 Wastewater Comprehensive Plan. The proposed project has utilized the City of Bremerton's sewer flow rate in conjunction with the peaking factor, with the understanding from City staff that I&I will be drastically reduced in this sewer basin via City cure-in-place-pipe (CIPP) methods as well as a small number of existing sewer connections upstream of the force main connection point.

The calculations are based on the following assumptions: estimated flow of 71 gallons per person per day (gpd/person), an average of 2.4 people per dwelling unit (DU), and a peaking factor of 4.

Bremerton General Commercial (GC) Zone

The City of Bremerton requires the GC Zone density to be based on the estimated number of people rather than the number of dwelling units per acre. The narrative below provides justification to match the Bremerton GC Zone to the County Zoning min/max densities.

The zone includes the Perry Avenue Mall and surrounding area (see Figure 16 below). The zone includes an area of 10.5 acres and currently has 470 parking spaces surrounding nine single, and one two story building. The buildings are mixed use including a gas station, grocery store, barber shop, retail, and office space.



Figure 16 – Bremerton GC Zone Density

At the Kitsap County GC min density of 10 DU/acre = 252 people (= 10 DU/acre x 10.5 acres x 2.4 people/DU). Assuming 1.6 people per vehicle and a 1/3 full lot, the number of people would be 251 (= 1.6 x 470 spaces x 1/3 full). At the Kitsap County GC max density of 30 DU/acre = 756 people (= 30 DU/acre x 10.5 acres x 2.4 people/DU). Assuming 1.6 people per vehicle and a full lot, the number of people would be 752 (= 1.6 x 470 spaces). Therefore, we have estimated the City GC densities of 10 and 30 DU/acre are reasonable for the proposed analysis which match the Kitsap County GC densities.

Existing Dwelling Units

The existing dwelling units have been estimated in each zone to gain a general understanding of the current density in each zone. In each Zone area, as shown in Figures 5 – 15, the dwelling units were counted based on the June 2022 imagery of Google Earth.

Baseline Flows

Using the zone areas, the minimum, average, and maximum densities, and calculations; the baseline results are a minimum flow of 696 gpm, an average flow of 1,126 gpm, and a maximum flow of 1,556 gpm. The existing dwelling unit data, at an estimated 596 gpm, indicates the total baseline area is less than the anticipated flows at minimum density. The full data has been provided in Table 2 below.

Table 2 – Baseline Flows

Manhole Location	Storm and Sanitary Analysis Manhole ID	Zone	Est. Area (Acres)	Minimum				Average				Maximum				Existing Dwelling Units ⁽¹⁾		
				DU/Acre	DUs	Flow x Peak (gpm)	Flow x Peak (cfs)	DU/Acre	DUs	Flow x Peak (gpm)	Flow x Peak (cfs)	DU/Acre	DUs	Flow x Peak (gpm)	Flow x Peak (cfs)	Existing DUs	Flow x Peak (gpm)	Flow x Peak (cfs)
NE 30th St & Perry Ave	MH #2	County Commercial (10-30 DU/Ac)	9.2	10	92	44	0.097	20	184	87	0.194	30	276	131	0.291	184 ⁽²⁾	87	0.194
		County UM (10-18 DU/Ac)	26.8	10	268	127	0.283	14	375	178	0.396	18	482	228	0.509	75	36	0.079
		County UL (5-9 DU/Ac)	82.6	5	413	195	0.436	7	578	274	0.610	9	743	352	0.784	275	130	0.290
		Subtotal	118.6	25	773	366	0.815	41	1137	538	1.199	57	1502	711	1.584	534	253	0.563
Sheridan Rd & Perry Ave	MH #12	County Commercial (10-30 DU/Ac)	4.4	10	44	21	0.046	20	88	42	0.093	30	132	62	0.139	88 ⁽²⁾	42	0.093
		Bremerton GC (Assume 10-30 DU/Ac)	10.2	10	102	48	0.108	20	204	97	0.215	30	306	145	0.323	204 ⁽²⁾	97	0.215
		Bremerton R-18 (10-18 DU/Ac)	6.7	10	67	32	0.071	14	94	44	0.099	18	121	57	0.127	65	31	0.069
		County UM (10-18 DU/Ac)	10.2	10	102	48	0.108	14	143	68	0.151	18	184	87	0.194	27	13	0.028
		County UL (5-9 DU/Ac)	23.1	5	116	55	0.122	7	162	77	0.171	9	208	98	0.219	5	2	0.005
Subtotal	54.6	45	431	204	0.454	75	690	327	0.728	105	950	450	1.002	389	184	0.410		
N of NE Fruitland St & Perry Ave	MH #13	County UL (5-9 DU/Ac)	6.1	5	31	14	0.032	7	43	20	0.045	9	55	26	0.058	17	8	0.018
		Subtotal	6.1	5	31	14	0.032	7	43	20	0.045	9	55	26	0.058	17	8	0.018
Sunset Lane & Perry Ave	MH #14	County Commercial (10-30 DU/Ac)	0.6	10	6	3	0.006	20	12	6	0.013	30	18	9	0.019	12 ⁽²⁾	6	0.013
		County UM (10-18 DU/Ac)	3.1	10	31	15	0.033	14	43	21	0.046	18	56	26	0.059	3	1	0.003
		County UL (5-9 DU/Ac)	6.7	5	34	16	0.035	7	47	22	0.049	9	60	29	0.064	11	5	0.012
Subtotal	10.4	25	71	33	0.074	41	102	48	0.108	57	134	63	0.141	26	12	0.027		
N of NE Stone Way & Perry Ave	MH #15	County Commercial (10-30 DU/Ac)	3.2	10	32	15	0.034	20	64	30	0.067	30	96	45	0.101	64 ⁽²⁾	30	0.067
		Subtotal	3.2	10	32	15	0.034	20	64	30	0.067	30	96	45	0.101	64	30	0.067
NE Stone Way & Perry Ave	MH #16	County Commercial (10-30 DU/Ac)	2.5	10	25	12	0.026	20	50	24	0.053	30	75	36	0.079	50 ⁽²⁾	24	0.053
		Bremerton R-18 (10-18 DU/Ac)	0.2	10	2	1	0.002	14	3	1	0.003	18	4	2	0.004	2	1	0.002
		County UM (10-18 DU/Ac)	6.0	10	60	28	0.063	14	84	40	0.089	18	108	51	0.114	10	5	0.011
Subtotal	8.7	30	87	41	0.092	48	137	65	0.144	66	187	88	0.197	62	29	0.065		
E of Fir Ct & Perry Ave	MH # 17	Bremerton R-18 (10-18 DU/Ac)	1.0	10	10	5	0.011	14	14	7	0.015	18	18	9	0.019	5	2	0.005
		Bremerton R-10 (1-10 DU/Ac)	3.6	1	4	2	0.004	5.5	20	9	0.021	10	36	17	0.038	20 ⁽²⁾	9	0.021
		Subtotal	4.6	11	14	6	0.014	19.5	34	16	0.036	28	54	26	0.057	25	12	0.026
Holman St & Perry Ave	MH # 18	Bremerton R-18 (10-18 DU/Ac)	0.3	10	3	1	0.003	14	4	2	0.004	18	5	3	0.006	2	1	0.002
		Bremerton R-10 (1-10 DU/Ac)	6.8	1	7	3	0.007	5.5	37	18	0.039	10	68	32	0.072	37 ⁽²⁾	18	0.039
		Subtotal	7.1	11	10	5	0.010	19.5	42	20	0.044	28	73	35	0.077	39	19	0.042
Parker Place & Perry Ave	MH # 19	Bremerton R-10 (1-10 DU/Ac)	6.3	1	6	3	0.007	5.5	35	16	0.037	10	63	30	0.066	26	12	0.027
		Subtotal	6.3	1	6	3	0.007	5.5	35	16	0.037	10	63	30	0.066	26	12	0.027
Cascade Trail & Perry Ave	MH # 20	Bremerton R-10 (1-10 DU/Ac)	10.9	1	11	5	0.011	5.5	60	28	0.063	10	109	52	0.115	61	29	0.064
		Subtotal	10.9	1	11	5	0.011	5.5	60	28	0.063	10	109	52	0.115	61	29	0.064
E 18th St & Perry Ave (Bypass)	MH #21	Bremerton R-10 (1-10 DU/Ac)	6.5	1	7	3	0.007	5.5	36	17	0.038	10	65	31	0.069	15	7	0.016
		Subtotal	6.5	1	7	3	0.007	5.5	36	17	0.038	10	65	31	0.069	15	7	0.016
Totals			237.0	-	1471	696	1.551	-	2379	1126	2.509	-	1556	3.467	1258	596	1.327	

Assumptions
 Est. Flow = 71 gpd / person
 Residents/DU = 2.4 people/DU
 Peak Factor = 4

Notes:
⁽¹⁾ Existing DUs were estimated by counting the existing homes in each zone based on Google Earth Imagery 8/2020
⁽²⁾ Existing commercial DUs were estimated by using the average density DU value
⁽³⁾ Existing school area DUs were estimated by using the average density DU value

E. SSA Model of Baseline Data

The minimum, average, and maximum baseline data was input into AutoCAD Storm and Sanitary Analysis 2021 (SSA) software. This serves as the baseline model to which the proposed contributing area flows have been added for analysis in Section VI of this report.

Baseline at Minimum Flows

The SSA model at minimum baseline flows does not show any pipes at capacity or any surcharges within the analyzed system. See Appendix C for the full analysis.

Baseline at Average Flows

The SSA model at maximum baseline flows show the pipes between MH#2 to MH#1A and MH#1 to MH#12 are at capacity. All other pipes within the system are under capacity. See Appendix D for the full analysis.

Baseline at Maximum Flows

The SSA model at maximum baseline flows show the pipes between MH#2 to MH#1A and MH#1 to MH#12 are at capacity. The analysis also shows a slight surcharge of the pipe between MH#1A to MH#1, which is slightly over the 8-in pipe depth at 0.67 feet. All other pipes within the system are under capacity. See Appendix E for the full analysis.

F. Recommended Baseline Flows

As shown in Table 2 and described in Section IV-C, the estimated existing flow conditions for the system are well below the baseline flows at minimum density. Although, for the remainder of this analysis and report, we recommend using the baseline flow at maximum density data. This provides a worst-case scenario of the baseline area under current zones conditions.

V. FORCE MAIN ROUTE ALTERNATIVES

BP148 guided the design team to connect to the City sanitary sewer system along Perry Avenue. We have laid out four proposed force main routes. The proposed connection points have been identified as follows:

1. NE 30th Street & Perry Avenue
2. NE Fruitland Street & Perry Avenue
3. NE Stone Way & Perry Avenue
4. Cascade Trail & Perry Avenue

A. Route 1: NE 30th Street & Perry Avenue

This proposed force main route will pump sanitary sewage north through the proposed plat then west along NE 30th Street to Perry Avenue (see Figure 17 below). The existing sanitary sewer pipe at this location 8-in PVC.

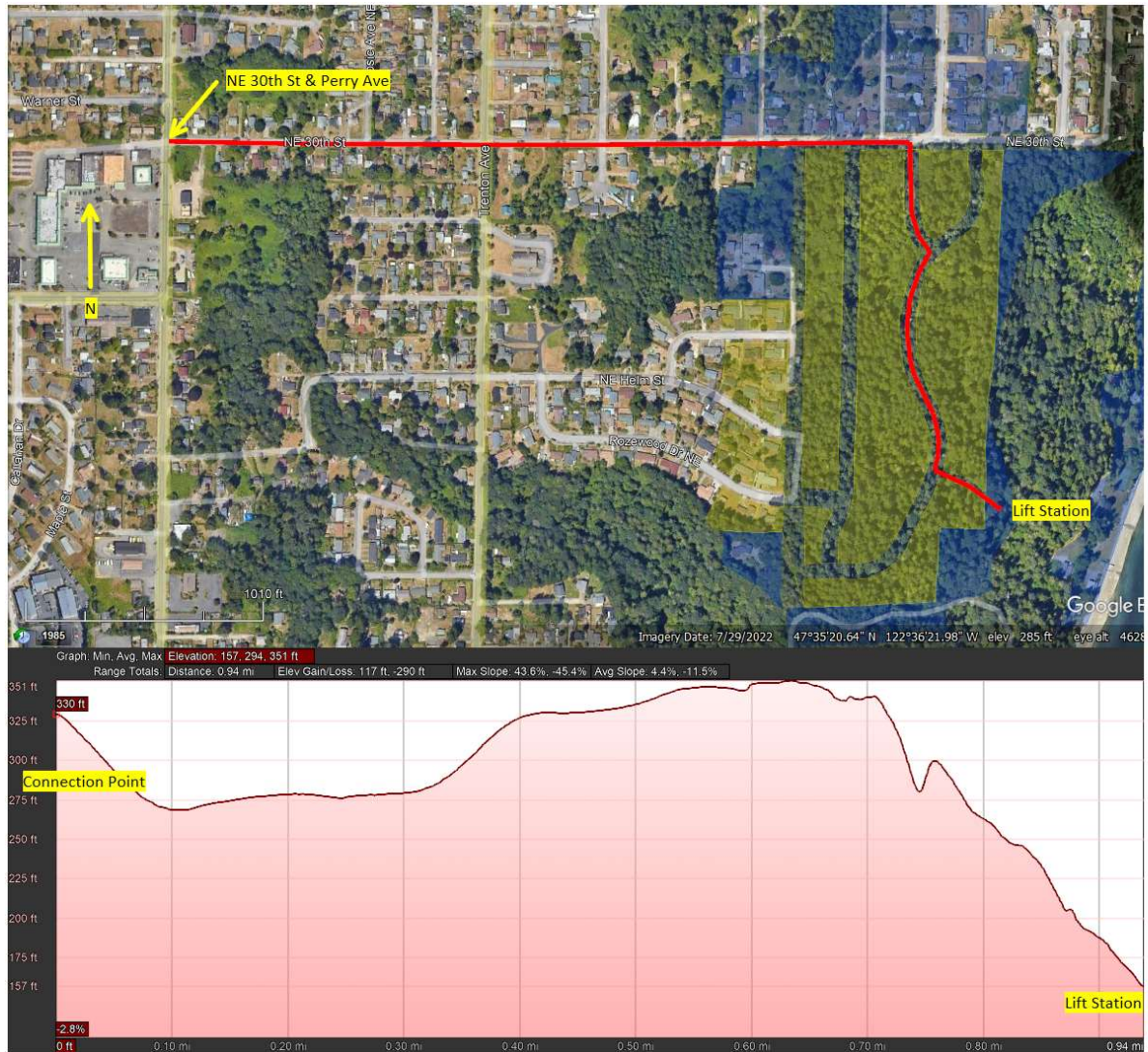


Figure 17 – Route 1 - Plan & Profile

The pros and cons of this route include:

Pros

- The route travels through public right of ways.
- The total static elevation change is 204 feet.

Cons

- The existing sanitary sewer pipe at the proposed connection point 8-in PVC, which is already at capacity under the maximum baseline scenario.
- The route is 4,920 feet long.

B. Route 2: NE Fruitland Street & Perry Avenue

This proposed force main route will pump sanitary sewage west through the proposed plat then west along NE Helm and NE Fruitland Streets to Perry Avenue (see Figure 18 below).

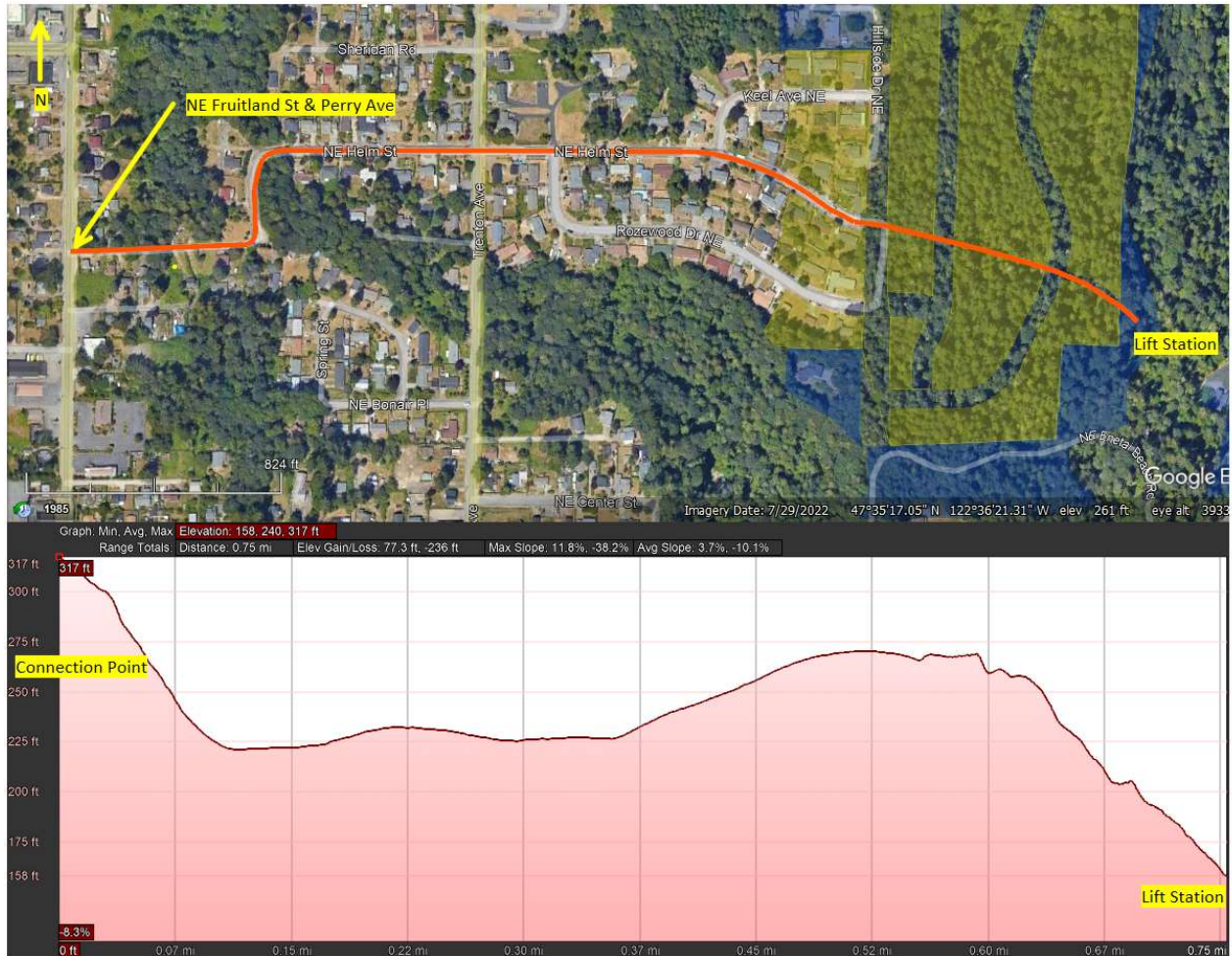


Figure 18 – Route 2 - Plan & Profile

The pros and cons of this route include:

Pros

- The existing sanitary sewer pipe at the proposed connection point 12-in concrete.
- The route is 3,960 feet long (shortest route).
- The route travels through public right of ways.
- The total static elevation change is 169 feet (lowest).
- The route has adequate capacity at maximum baseline data.
- This route is also the proposed watermain route to connect the subdivision to Trenton Ave.

Cons

- N/A

C. Route 3: NE Stone Way & Perry Avenue

This proposed force main route will pump sanitary sewage southwest through the proposed plat then south along NE Enetai Beach Road and west to NE Stone Way and Perry Avenue (see Figure 19 below).



Figure 19 – Route 3 - Plan & Profile

The pros and cons of this route include:

Pros

- The existing sanitary sewer pipe at the proposed connection point 15-in concrete.
- The route is 4,320 feet long.

Cons

- The route travels through many private parcels.
- The route goes through a deep ravine which complicates maintenance.
- The total static elevation change is 225 feet.

D. Route 4: Cascade Trail & Perry Avenue

This proposed force main route will pump sanitary sewage southwest through the proposed plat then south along NE Enetai Beach Road and west along Cascade Trail and Cascade View to Cascade Trail and Perry Avenue (see Figure 20 below).

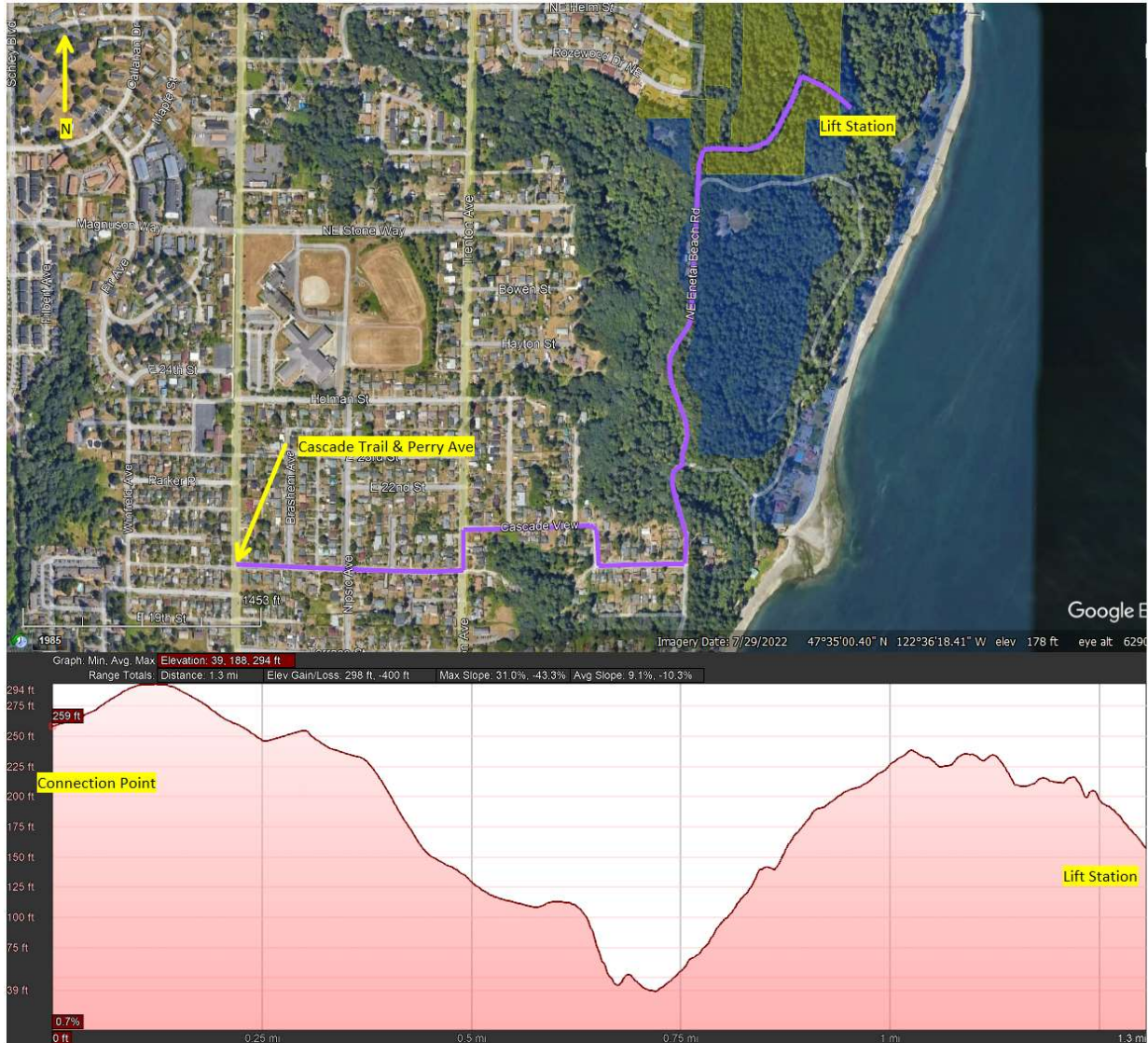


Figure 20 – Route 4 - Plan & Profile

The pros and cons of this route include:

Pros

- The existing sanitary sewer pipe at the proposed connection point 15-in concrete.

Cons

- The route is 6,850 feet long.
- The route travels through many private parcels.
- The route goes through a deep ravine which complicates maintenance.
- The total static elevation change is 265 feet.

E. Recommended Force Main Route

Based on the pros and cons of each route, Routes 3 and 4 are eliminated for consideration due to the deep ravine. Routes 1 and 2 are both technically feasible. Comparing Routes 1 and 2, Route 2 is shorter by almost 1000 feet, has a lower static elevation change by 35 feet, and the connection point is into a 12-inch pipe rather than an 8-inch pipe. Both the length and the static elevation differences combine to require a smaller pump in the proposed pumping station. Therefore, Route 2 is the recommended alternative and will be used in the analysis in Section VI below.

VI. PERRY AVENUE SANITARY SEWER CAPACITY ANALYSIS

BP148 defines the sewer capacity analysis as follows: the capacity of the Perry Avenue sanitary sewer main will be analyzed; potential upsizing may be required.

A. Proposed Pumping Station Design Flows at Maximum Density

In Section III of this report, the proposed subdivision pumping station design flows were analyzed. The worst-case baseline flows were recommended to be at maximum density.

B. Baseline Flows at Maximum Density

In Section IV of this report, the baseline flows were analyzed. The worst-case baseline flows were recommended to be at maximum density.

C. Baseline and Pumping Station Flows at Maximum Density

Since the pumping station flows at maximum density were added to the baseline system at MH#13 (per Route #2), the upper section of the baseline analysis remains unchanged. The SSA model at maximum baseline plus the maximum pumping station flows show all pipes downstream of the connection point (MH#13 at NE Fruitland St and Perry Avenue) are under capacity. See Appendix F for the full analysis and a summary of the results is provided in Table 3 below.

Table 3 – Summary of Results

Node		Pipe Size		Baseline Max Density, Max Flow Depth (ft)	Baseline + Pumping Station at Design Peak Flow, Max Flow Depth (ft)	Additional Flow Depth (ft)	BL + PS Percent Full by Area
From	To	(in)	(ft)				
MH#2	MH#1A	8	0.67	0.55	0.55	0.00	88.2%
MH#1A	MH#1	8	0.67	0.67	0.67	0.00	100.5%
MH#1	MH#12	8	0.67	0.55	0.55	0.00	88.2%
MH#12	MH#13	12	1.00	0.46	0.50	0.04	50.0%
MH#13	MH#14	12	1.00	0.53	0.62	0.09	65.1%
MH#14	MH#15	12	1.00	0.56	0.65	0.09	68.8%
MH#15	MH#16	12	1.00	0.56	0.65	0.09	68.8%
MH#16	MH#17	15	1.25	0.50	0.56	0.06	43.4%
MH#17	MH#18	15	1.25	0.46	0.52	0.06	39.4%
MH#18	MH#19	15	1.25	0.45	0.50	0.05	37.4%
MH#19	MH#20	15	1.25	0.41	0.46	0.05	33.4%
MH#20	MH#21	15	1.25	0.39	0.43	0.04	30.5%
MH#21	Out-01	18	1.50	0.39	0.42	0.03	22.9%

VII. PUMP STATION SIZING

BP148 defines the pump station to be sized as follows: the proposed pump station shall be sized for this contribution area and will dictate sizing for the wet well, force main pipe, and the electrical service while the pumps can be initially sized for the current development only.

A. Wet Well

The final wet well size is dependent on the peak hourly demand for the contributing area. In general, based on the largest peak hourly demand (i.e. the maximum density per Table 1) and the recommended force main route (Route 2), the proposed wet well is anticipated to be approximately 10-feet in depth and 8-foot diameter with a 3.3-foot depth for an operating volume of approximately 1241 gallons. See Appendix G for the full analysis.

Due to the remote location of this pump station, it is anticipated the final design will be using a portable engine generator for back up service. Per the Orange Book, this scenario recommends an overflow capacity of a minimum of one hour at peak flow conditions. Under the preliminary wet well sizing, 15,000 gallons of overflow storage is recommended.

B. Electrical Service

The required electrical service is anticipated to be 3-phase power.

C. Force Main Pipe Size

The force main pipe size is based on the selected force main route and the peak hourly demand for the contributing area. Based on the peak design flow (per Table 1), the recommended Route 2, and the force main pipe size is estimated to be 6-inches in diameter. See Table 4 below. A minimum flow required to achieve 2 ft/s in the 6-inch diameter force main is 176 gpm.

Table 4 – Force Main Pipe Size

Peak Design Flow =	0.551	cfs
Desired Velocity (2-10 ft/s) =	2.5	ft/s
Required Pipe Area =	0.220	sq ft
Required Pipe Radius =	0.469	ft
	5.63	in
Nominal Pipe Size =	6	in

As a general check of the calculated force main size, we compared the friction losses in various pipe diameters to estimate the approximate optimal size force main required. At the peak design flow, recommended Route 2, and nominal pipe sizes; the total head for a 4-inch pipe is 130 ft, a 6-inch pipe is 18 ft, and an 8-inch pipe is 4 ft (see Appendix G). A higher the dynamic head loss increases the size of the required pump. In this case, a 4-inch dynamic head loss of 130 ft is very high, a 6-inch of 18 ft is moderate, and 4 ft is very low. Therefore, a nominal 6-inch force main is appropriately sized.

D. Pump Sizing

The submersible pump is initially sized to meet the proposed development only and the minimum flow rate to meet a minimum of 2.5 ft/s in the force main pipe. Setting the initial target parameters at 250 gpm at a duty point of 200 ft of total dynamic head with the static head at 169 ft, there are four pumps that were selected for further review. Of the four proposed pumps, we recommend a Flygt 1330S-4X.263.S78.230 30Hp, three phase, 230-volt pump. The performance duty point of the recommended pump is 250 gpm at 200 ft of total head at 45.5% efficiency. See Appendix H for the full analysis and pump curve.

VIII. CONCLUSIONS AND RECOMMENDATIONS

Through this report, we conclude that the Perry Avenue baseline area and downstream of MH#13 near NE Fruitland Street and Perry Avenue have the capacity to add the proposed Fisher Plat subdivision sanitary sewer flows. Therefore, we request a sanitary sewer utility availability letter from the City.

APPENDIX A



Department of Community Development
 345 6th Street, Suite 600
 Bremerton, WA 98337-1873
 Telephone: 360-473-5289
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PRE-SUBMITTAL REPORT – BP21 00148

Distribution: Mark Kuhlman mark@team4eng.com
 John Fisher john@fisherohana.com

It is our understanding that you are proposing the annexation of property located adjacent to Hillside Drive (parcel # 072402-2-107-2007) in the East Bremerton Urban Growth Area, and once annexation is completed to subdivide that property. Based on your proposal, the following is a summary of the major points discussed at the pre-application meeting held Wednesday, October 6, 2021, and follow up meeting held January 18, 2022.

Land Use:

1. ANNEXATION. The City requires annexation prior to providing an application for subdivision. The property owner will have to petition the City in order to begin the annexation process. You should plan an approximate minimum time of six to eight months to complete annexation. Annexation approval is a City Council decision. To learn more about annexation, please visit our City webpage: <http://www.ci.bremerton.wa.us/170/Annexation>.

UGA CONNECTING TO CITY SEWER	
ANNEXATION	REQUEST EXEMPTION
Applicant sends request to join annexation effort to all property owners within the geographical area identified at the end of this report. Please provide a draft of the proposed notice to the City for concurrence prior to mailing.	
Results feasible to create geographical area supporting 10% or greater	Result not near 10%
Petition City Council for annexation. Form attached, at which point staff will further engage. See attached flowchart.	Proceed with annexation exemption process.

2. ZONING. If annexed, the proposed subdivision would be located in the Low Density Residential (R-10) zone per BMC 20.60.
3. SUBDIVISION. Subdivisions of 10 or more lots are considered a *Formal Subdivision* per BMC 20.12.080(b) and requires a Type III Hearings Examiner decision. Division of land will be processed per BMC 20.12 and BMC 20.60.065. All survey materials must be prepared by a qualified professional. Each of the listed permits must be completed in the following order:
 - i. Preliminary Formal Subdivision (Type III Hearings Examiner Decision)
 - ii. Site Development Permit (Type I Administrative Decision)
 - iii. Final Subdivision (Type I Administrative Decision)
 - iv. Building Permits for individual homes (Type I Administrative Decision)

Presubmittal Report – BP21 00148

4. **RESIDENTIAL CLUSTER DEVELOPMENT (RCD).** As critical areas are found onsite, the applicant may want to consider a RCD, which is a specialty type of subdivision regulated per BMC 20.58.060. By setting aside certain areas for open space, including any unbuildable critical areas, additional flexibility is provided to the applicant in terms of setbacks, parking configurations, and townhomes are permitted with RCDs.
5. **CRITICAL AREAS.**
 - **CATEGORY I CRITICAL AQUIFER.** Per Kitsap County Critical Areas maps, the site contains critical aquifers. A Hydrogeological Assessment consistent with BMC 20.14.440 is required with the submittal for subdivision.
 - **GEOLOGICALLY HAZARDOUS AREAS.** Per Kitsap County Critical Areas maps, highly geologically hazardous areas exist onsite. Any proposed subdivision would need to conform to standards found in BMC 20.14.600, including providing a report from a geotechnical engineer. BMC 20.14.660(h), third-party geotechnical review of the applicants submitted report may be required to protect public health, safety and welfare; it is not known at this time if third-party review would be required.
 - **STREAMS.** Per Kitsap County Critical Areas maps, the site contains non-fish bearing streams. Please coordinate early with the Washington State Department of Fish & Wildlife (DFW) to ensure this stream typing is appropriate. It has been common DFW to change the type of such streams which could increase buffers and effect project configuration; early coordination could help avoid substantial revisions.
6. **DEVELOPMENT STANDARDS.**

Front yard setback	15 feet	Development Coverage	60 percent
Side Yard Setback	5 feet	Maximum Driveway Width	20 feet
Rear Yard Setback	15 feet	Minimum Driveway Width	8 feet
Maximum Height	35 feet	Parking	2 spaces per unit
BMC 20.48.060(a) Driveways and areas used for loading, parking and maneuvering motorized vehicles shall have a paved surface.			

**To contact the Land Use Division call Garrett Jackson
(360) 473-5279, or email Garrett.Jackson@ci.bremerton.wa.us**

Building Department:

1. An accessible route shall be provided within the site to and from the sidewalks, public streets, public transportation stops, accessible parking, accessible loading zones and accessible building entrances. The accessible route shall be provided by means of walkways, sidewalks and ramps that will comply with A117.1 Accessible and Usable Buildings and Facilities. The slope and cross slope of the finished elevations of all walkways, sidewalks, and ramps that are required and intended to be used as part of the accessible route shall comply with a cross slope of not more than 2% and the slope of a walkway or ramp shall comply with the standards for accessibility.

To contact the Building Department call Stuart Anderson the main at (360) 473-5270 or email Stuart.Anderson@ci.bremerton.wa.us

Presubmittal Report – BP21 00148

Engineering Department:

1. Due to the nature of this project, no Utility Availability Letter was sent to the applicant and instead a letter describing the required sewer infrastructure improvements necessary to serve this Project was delivered, followed by a meeting between the City and the applicant. The proposed pump station location presented was agreed upon.

From this meeting the following items will need to be addressed with further coordination between the applicant and the City:

- a. A graphic showing the maximum contributing area that the pump station will provide service for, including low pressure sewer systems serving properties to the east and downslope.
 - b. Pump station shall be sized for this contribution area and will dictate sizing for the wet well, force main pipe, and the electrical service while pumps can be sized for the current development.
 - c. Perry Ave. sewer main capacity is a concern and will need to be analyzed; potential upsizing may be required.
2. Project transportation design and aspects should be designed to City of Bremerton Standards if the plat in Kitsap County will dedicate the roads as public due to the potential of the City taking ownership of these roads if this area were to annex in the future. The City is less inclined to accept ownership of roads platted as private within the UGA if this area is ever annexed. Water design and aspects shall be governed by North Perry Water District.
 3. City of Bremerton will comment on the need for a Traffic Impact Analysis during the project's SEPA comment period with Kitsap County permit submittal.
 4. Annexation process will be coordinated between the applicant, Public Works & Utilities, and Department of Community Development.

ENGINEERING DEPARTMENT – Staff Contact: Robert Endsley, (360) 473-2348 or Robert.Endsley@ci.bremerton.wa.us or call the main office at (360) 473-5270.

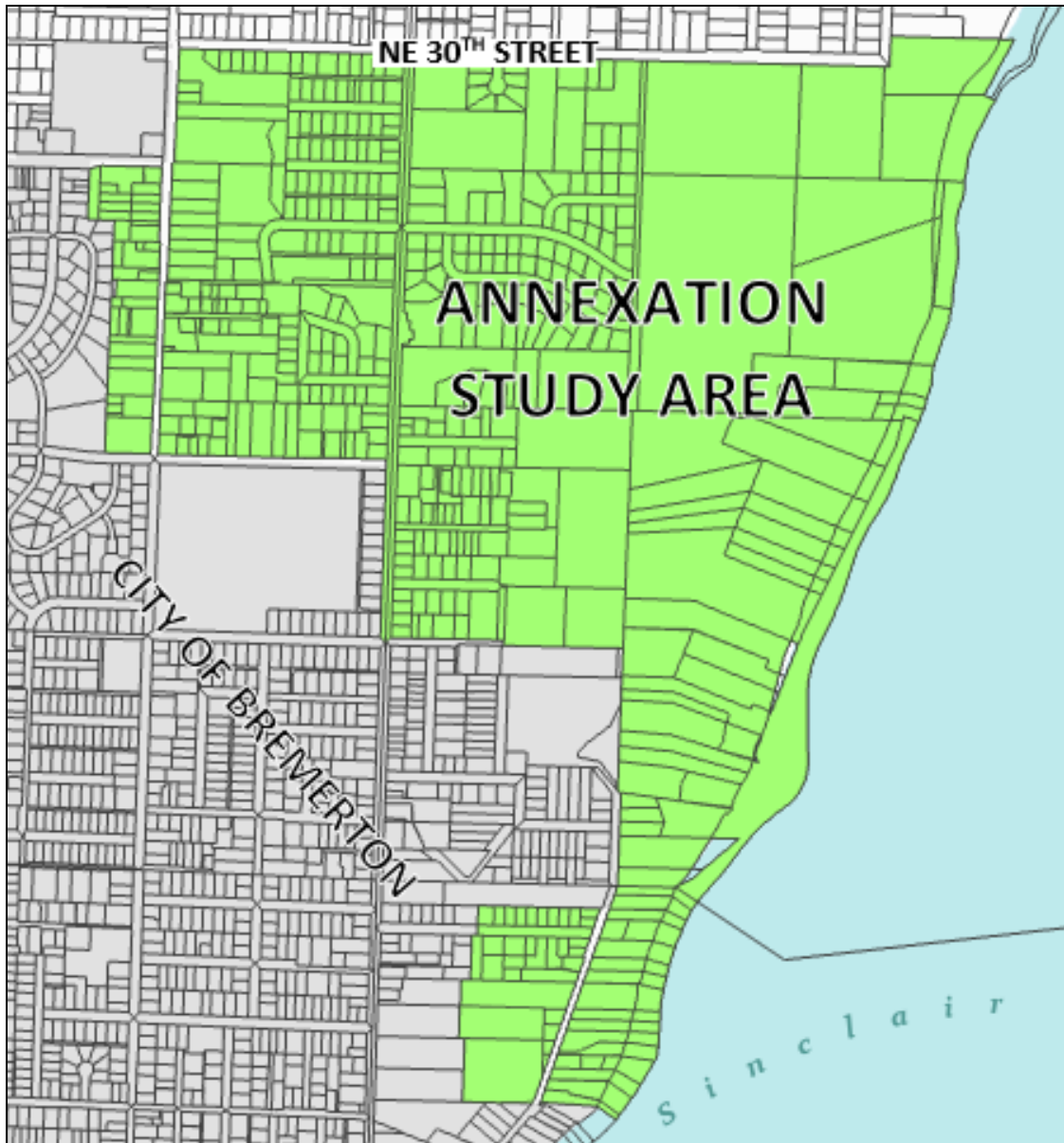
Fire Department:

1. No comments at this time.

To contact the Bremerton Fire Marshal's office: (360) 473-5386 or Michael.Six@ci.bremerton.wa.us

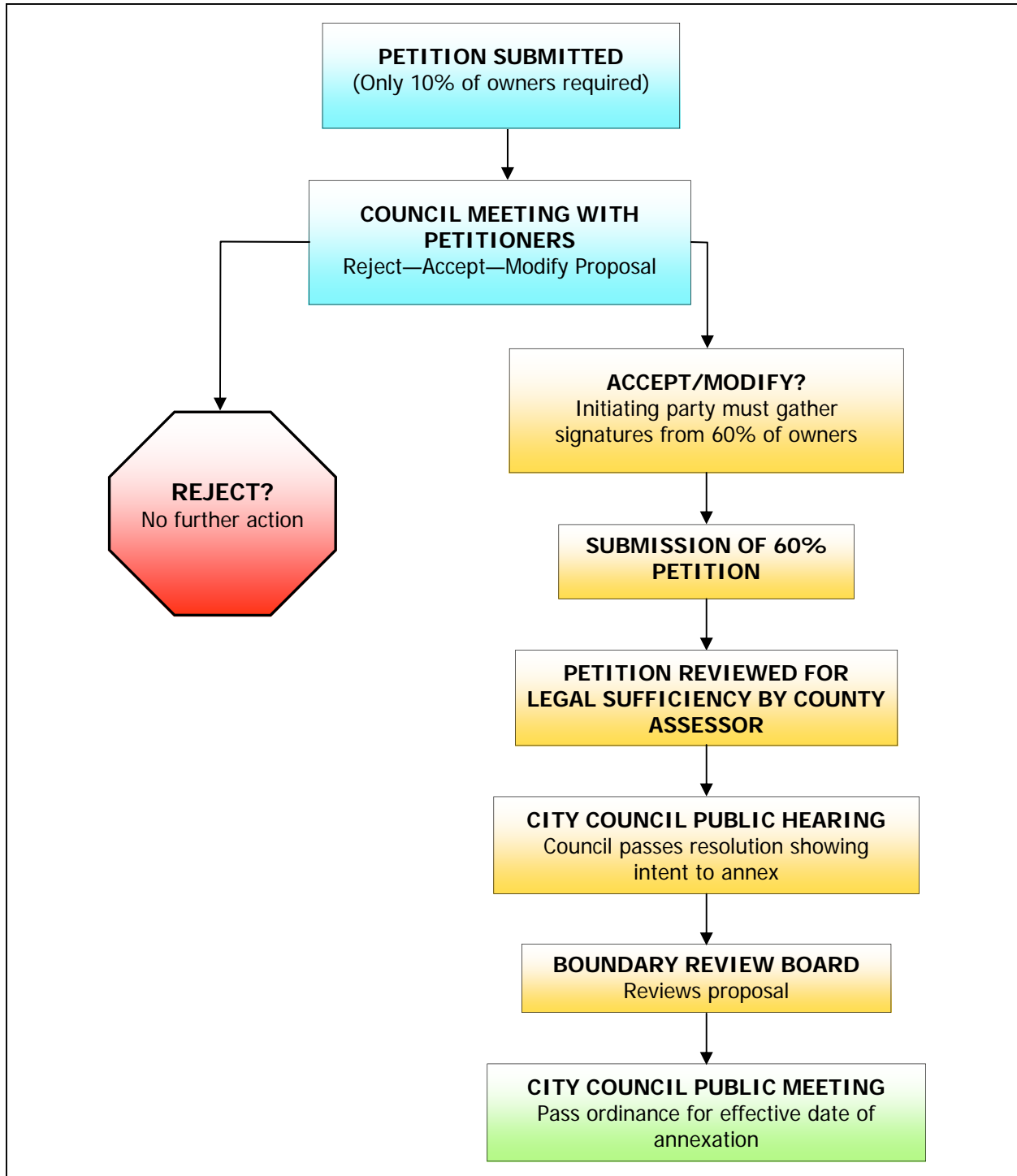
These comments are based on information provided prior to and at the pre-submittal meeting. The pre-submittal application conference is not intended to be an exhaustive review of all potential issues and the discussions shall not be binding or prohibit the enforcement of applicable laws. If you have any further questions, please contact the individual departments or the Department of Community Developments main line at (360) 473-5275.

Presubmittal Report – BP21 00148



Annexation Process – Petition Method

There are eight methods of annexation available for the City of Bremerton to utilize. The likely method that could be used in the annexation of territory in SKIA would be the “Petition Method.” This would require a petition of the owners of at least 60 per-cent of the assessed property value in the area to agree to petition to the city. In brief, diagrammed below are the steps that would be followed if a petition is submitted from the property owners for the City’s consideration. Please see the following pages for a written discussion of the process.





November 16, 2021

Attn: FISHER JOHN C & EPP SHAWNA L
6964 WING POINT RD NE
BAINBRIDGE ISLAND WA, 98110-2986

Re: Fisher Plat – BP21 00148

Mr. Fisher,

The City of Bremerton Department of Public Works & Utilities – Engineering has reviewed the submittal package for the Fisher Residential Plat for the presubmittal permit BP21 00148 for the meeting held on October 20, 2021. The Department has also reviewed the contents of the email from Mark Kulhman sent on October 25, 2021.

In response to the presubmittal meeting and the email correspondence, City staff are reluctant to draft a Conditional Utility Availability Letter for the project for the following reasons:

- There is no close or feasible sewer infrastructure available.
- The current 2021-2026 Capital Improvement Program (Six year CIP) does not account for any of the sewer improvements required for the Project as listed in the City's 2014 Wastewater Comprehensive Plan (WWCP). The 2014 WWCP has been attached for reference.

The Developer has the option to explore the route of providing sewer service via septic systems in accordance with Kitsap Public Health District's requirements. If the Developer would like to pursue City sewer service, then the following improvements and alternatives with estimated dollar amounts are available per the 2014 WWCP, and will need to be funded and constructed fully by the Developer:

Alternative #1

CIP ID# and Description	Infrastructure Improvements Details	Estimated Cost with Prevailing Wages
<p><u>NS-5C:</u> Construct pump station TA-3 at along low point of NE Enetai Beach Rd. to convey sewer flow from sub-basin TRT-1. Additionally, install force main along NE Enetai Beach Rd. and Holman St. to convey flow to Perry Ave.</p>	<ul style="list-style-type: none"> • 3,300-gallon wet well with capacity of 900-gpm at 230-ft TDH • 3,900-ft of 8-in force main 	<p>\$ 6.00 million</p>
<p><u>NS-5E</u> Construct gravity sewer from 30th St. along NE Enetai Beach Rd. to proposed pump station TA-3 and along Holman St. from Trenton Ave. to NE Enetai Beach Rd.</p>	<ul style="list-style-type: none"> • 4,200-ft of 8-in gravity sewer 	<p>\$ 1.63 million</p>

Alternative #2

CIP ID# and Description	Infrastructure Improvements Details	Estimated Cost with Prevailing Wages
<p><u>NS-5B (Partial):</u> Construct pump station TA-2 in the vicinity of NE Helm St. and Trenton Ave. to convey sewer flow from sub-basins TRT-4,5, and 6. Wet well to be sized for full buildout conditions with pumps sized for current contribution flows. Additionally, install force main along Sheridan Rd. to discharge into Cherry Ave. Basin in the vicinity of Schley Blvd.</p>	<ul style="list-style-type: none"> • 5,000-gallon wet well with capacity of 1,350-gpm at 210-ft TDH • 3,900-ft of 10-in force main 	<p>\$ 9.48 million (This includes gravity sewer costs not required)</p>
<p><u>Project-Specific Pump Station</u> Construct pump station to convey sewer flow for the proposed development. Install force main from project pump station to pump station TA-2.</p>	<ul style="list-style-type: none"> • Wet well to be sized for development • Force main sized for development 	<p>N/A</p>

Right-of-way acquisition, obtaining easements for access and utilities, obtaining permits from the applicable jurisdictions for both permitting and construction shall be the responsibility of the Developer. All sewer infrastructure shall adhere to the City of Bremerton Engineering Standards and shall adhere to the Bremerton Municipal Code.

If you would like to explore this further please feel free to reach out to me for discussion or to set up a follow up meeting.

Sincerely,

Robert Endsley
City of Bremerton, Engineering Division

APPENDIX B

April 19, 2023

Team 4 Engineering
Attn: Matt Rasmusson, MSEM, PE
5819 NE Minder Rd.
Poulsbo, WA 98370

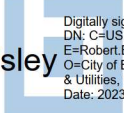
Re: Fisher Plat – BP21 00148
Parcels # 072402-2-104-2000 & 072402-2-107-2007

Mr. Rasmusson,

The City of Bremerton Department of Public Works & Utilities – Engineering has reviewed the submittal package for the Fisher Residential Plat for the presubmittal permit BP21 00148 for the meeting held on October 20, 2021. Following this meeting, the City has been in communication and coordination with Team 4 Engineering regarding the sewer service area that can be achieved with this proposed Project's sewer pump station facility. Based on the proposed location of this sewer pump station facility, the actual sewer area that can be served reaches into the Trenton Avenue Basin: Sub-Basins denoted TRT-1, TRT-2, TRT-3, and TRT-4 per the attached exhibit; this proposed service area is in contrast to the City's 2014 Wastewater Comprehensive Plan for the Trenton Avenue Basin which depicts separate pump stations for each TRT.

Based on the actual topography of the land and the proposed location of the sewer pump station facility, the City is requiring the sewer service area to extend into TRT-1, TRT-2, TRT-3, and TRT-4 per the attached exhibit. The City is currently updating its wastewater comprehensive plan and these Trenton Sub-Basins will be updated accordingly if this Project is constructed.

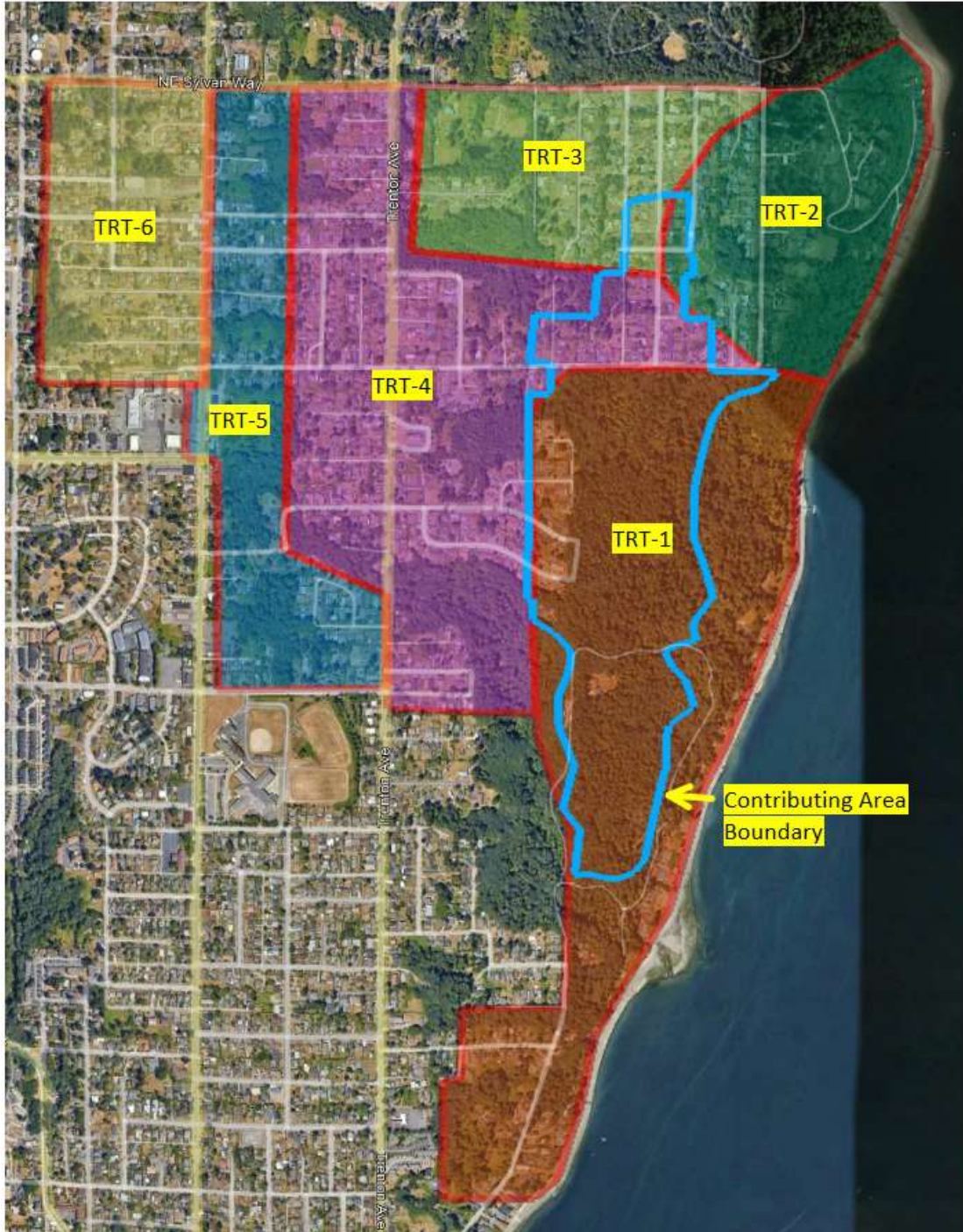
Sincerely,

 Digitally signed by Robert Endsley
DN: C=US,
E=Robert.Endsley@ci.bremerton.wa.us,
O=City of Bremerton, OU=Public Works
& Utilities, CN=Robert Endsley
Date: 2023.04.19 09:41:06-07'00'

Robert Endsley

Robert Endsley
City of Bremerton
Public Works & Utilities – Development Engineering
(360) 473-2348
Robert.Endsley@ci.bremerton.wa.us

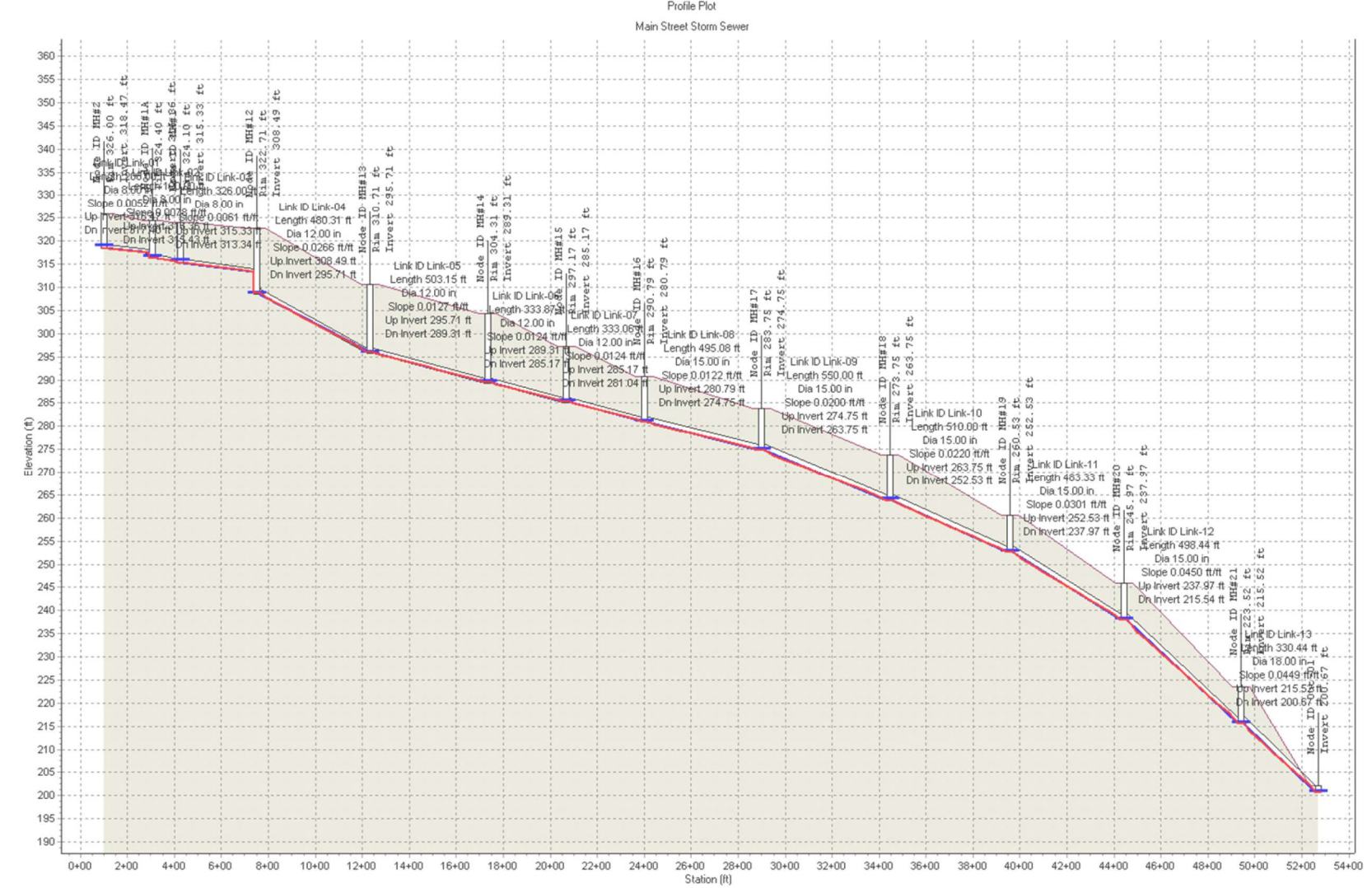
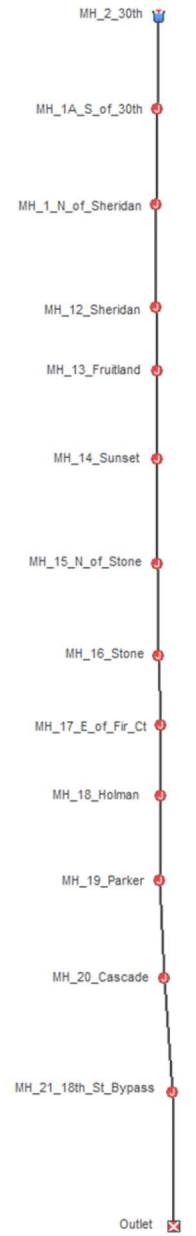
City Exhibit



APPENDIX C

Baseline Report at Minimum Density

SN	Element Description	From (Inlet) Node	To (Outlet) Node	Length (ft)	Inlet Invert Elevation (ft)	Inlet Invert Offset (ft)	Outlet Invert Elevation (ft)	Outlet Invert Offset (ft)	Total Drop (ft)	Average Slope (%)	Pipe Shape	Pipe Diameter (inches)	Pipe Width (inches)	Manning's Roughness	Entrance Losses	Exit/Bend Losses	Additional Losses	Initial Flow (cfs)	Flap Gate	Lengthening Factor	Peak Flow (cfs)	Time of Peak Flow Occurrence (days hh:mm)	Max Flow Velocity (ft/sec)	Travel Time (min)	Design Flow Capacity (cfs)	Max Flow / Design Flow Ratio	Max Flow Depth / Total Depth Ratio	Total Time Surcharged (min)	Max Flow Depth (ft)	Reported Condition
1	Link-01	MH#2	MH#1A	206.00	318.47	0.00	317.40	1.04	1.07	0.5200	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.59	1 00:00	2.49	1.38	0.75	0.78	0.64	0.00	0.42	Calculated
2	Link-02	MH#1A	MH#1	120.00	316.36	0.00	315.43	0.10	0.93	0.7800	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.59	1 00:00	2.81	0.71	0.92	0.64	0.58	0.00	0.38	Calculated
3	Link-03	MH#1	MH#12	326.00	315.33	0.00	313.34	4.85	1.99	0.6100	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.59	1 00:00	2.64	2.06	0.82	0.72	0.61	0.00	0.40	Calculated
4	Link-04	MH#12	MH#13	480.31	308.49	0.00	295.71	0.00	12.78	2.6600	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.04	1 00:00	5.32	1.50	5.40	0.19	0.33	0.00	0.33	Calculated
5	Link-05	MH#13	MH#14	503.15	295.71	0.00	289.31	0.00	6.40	1.2700	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.07	1 00:00	3.94	2.13	3.73	0.29	0.38	0.00	0.38	Calculated
6	Link-06	MH#14	MH#15	333.87	289.31	0.00	285.17	0.00	4.14	1.2400	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.14	1 00:00	4.00	1.39	3.68	0.31	0.39	0.00	0.39	Calculated
7	Link-07	MH#15	MH#16	333.06	285.17	0.00	281.04	0.25	4.13	1.2400	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.18	1 00:00	4.11	1.35	3.68	0.32	0.39	0.00	0.39	Calculated
8	Link-08	MH#16	MH#17	495.08	280.79	0.00	274.75	0.00	6.04	1.2200	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.27	1 00:00	4.37	1.89	6.63	0.19	0.29	0.00	0.36	Calculated
9	Link-09	MH#17	MH#18	550.00	274.75	0.00	263.75	0.00	11.00	2.0000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.28	1 00:00	4.94	1.86	8.48	0.15	0.26	0.00	0.33	Calculated
10	Link-10	MH#18	MH#19	510.00	263.75	0.00	252.53	0.00	11.22	2.2000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.29	1 00:00	5.26	1.62	8.90	0.15	0.25	0.00	0.32	Calculated
11	Link-11	MH#19	MH#20	483.33	252.53	0.00	237.97	0.00	14.56	3.0100	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.30	1 00:00	6.02	1.34	10.41	0.12	0.23	0.00	0.29	Calculated
12	Link-12	MH#20	MH#21	498.44	237.97	0.00	215.54	0.02	22.43	4.5000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.31	1 00:00	6.64	1.25	12.72	0.10	0.22	0.00	0.27	Calculated
13	Link-13	MH#21	Out-01	330.44	215.52	0.00	200.67	0.00	14.85	4.4900	CIRCULAR	18.000	18.00	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	1.32	1 00:00	6.16	0.89	19.30	0.07	0.18	0.00	0.27	Calculated

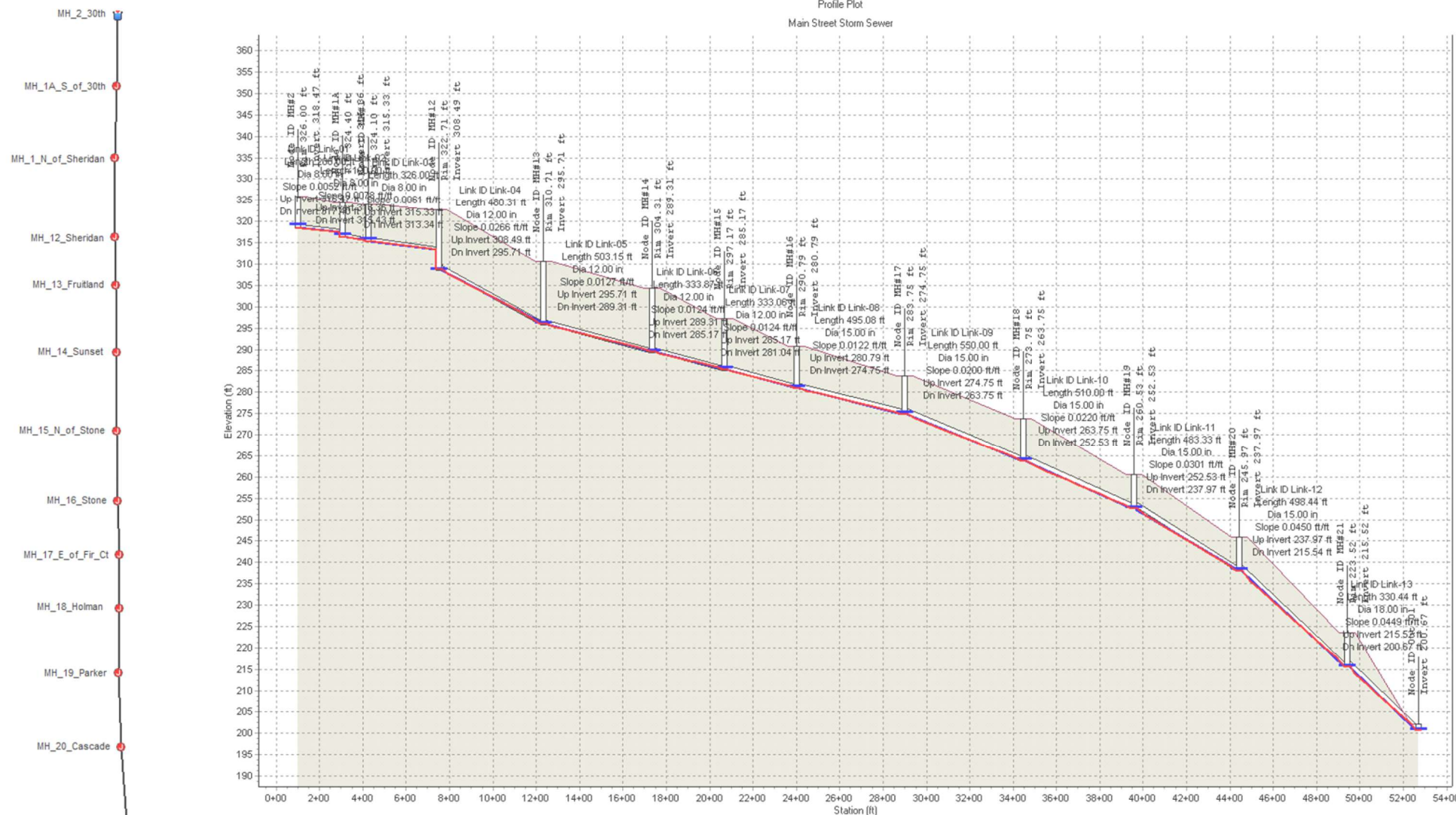


Node ID:	MH#2	MH#1A	MH#1	MH#12	MH#13	MH#14	MH#15	MH#16	MH#17	MH#18	MH#19	MH#20	MH#21	Out-01
Rim (ft)	326.00	324.40	324.10	322.71	310.71	304.31	297.17	290.79	283.75	273.75	260.53	245.97	223.52	
Invert (ft)	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	200.67
Min Pipe Cover (ft)		6.33	8.00	8.70	14.00	14.00	11.00	8.75	7.75	8.75	6.75	6.75	6.50	
Max HGL (ft)	318.96	316.78	315.78	308.79	296.08	289.70	285.57	281.17	275.08	264.08	252.84	238.24	215.79	200.94
Link ID:	Link-01	Link-02	Link-03	Link-04	Link-05	Link-06	Link-07	Link-08	Link-09	Link-10	Link-11	Link-12	Link-13	
Length (ft)	206.00	120.00	326.00	480.31	503.15	333.87	333.06	495.08	550.00	510.00	483.33	498.44	330.44	
Dia (in)	8.00	8.00	8.00	12.00	12.00	12.00	12.00	15.00	15.00	15.00	15.00	15.00	18.00	
Slope (ft/ft)	0.0052	0.0078	0.0061	0.0266	0.0127	0.0124	0.0124	0.0122	0.0200	0.0220	0.0301	0.0450	0.0449	
Up Invert (ft)	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	
Dn Invert (ft)	317.40	315.43	313.34	295.71	289.31	285.17	281.04	274.75	263.75	252.53	237.97	215.54	200.67	
Max Q (cfs)	0.59	0.59	0.59	1.04	1.07	1.14	1.18	1.27	1.28	1.29	1.30	1.31	1.32	
Max Vel (ft/s)	2.49	2.81	2.64	5.32	3.94	4.00	4.11	4.37	4.94	5.26	6.02	6.64	6.16	
Max Depth (ft)	0.42	0.38	0.40	0.33	0.38	0.39	0.39	0.36	0.33	0.32	0.29	0.27	0.27	

APPENDIX D

Baseline Report at Average Density

SN	Element Description	From (Inlet) Node	To (Outlet) Node	Length (ft)	Inlet Invert Elevation (ft)	Inlet Invert Offset (ft)	Outlet Invert Elevation (ft)	Outlet Invert Offset (ft)	Total Drop (ft)	Average Slope (%)	Pipe Shape	Pipe Diameter or Height (inches)	Pipe Width (inches)	Manning's Roughness	Entrance Losses	Exit/Bend Losses	Additional Losses	Initial Flow (cfs)	Flap Gate	Lengthening Factor	Peak Flow (cfs)	Time of Peak Flow Occurrence (days hh:mm)	Max Flow Velocity (ft/sec)	Travel Time (min)	Design Flow Capacity (cfs)	Max Flow / Design Flow Ratio	Max Flow Depth / Total Depth Ratio	Total Time Surcharged (min)	Max Flow Depth (ft)	Reported Condition
1	Link-01	MH#2	MH#1A	206.00	318.47	0.00	317.40	1.04	1.07	0.5200	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.78	1 00:00	2.57	1.34	0.75	1.03	0.81	0.00	0.54	> CAPACITY
2	Link-02	MH#1A	MH#1	120.00	316.36	0.00	315.43	0.10	0.93	0.7800	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.78	1 00:00	2.85	0.70	0.92	0.85	0.75	0.00	0.50	Calculated
3	Link-03	MH#1	MH#12	326.00	315.33	0.00	313.34	4.85	1.99	0.6100	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.78	1 00:00	2.74	1.98	0.82	0.95	0.76	0.00	0.51	Calculated
4	Link-04	MH#12	MH#13	480.31	308.49	0.00	295.71	0.00	12.78	2.6600	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.51	1 00:00	6.09	1.31	5.40	0.28	0.41	0.00	0.41	Calculated
5	Link-05	MH#13	MH#14	503.15	295.71	0.00	289.31	0.00	6.40	1.2700	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.55	1 00:00	4.34	1.93	3.73	0.42	0.47	0.00	0.47	Calculated
6	Link-06	MH#14	MH#15	333.87	289.31	0.00	285.17	0.00	4.14	1.2400	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.66	1 00:00	4.38	1.27	3.68	0.45	0.49	0.00	0.49	Calculated
7	Link-07	MH#15	MH#16	333.06	285.17	0.00	281.04	0.25	4.13	1.2400	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.73	1 00:00	4.53	1.23	3.68	0.47	0.49	0.00	0.49	Calculated
8	Link-08	MH#16	MH#17	495.08	280.79	0.00	274.75	0.00	6.04	1.2200	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.87	1 00:00	4.85	1.70	6.63	0.28	0.35	0.00	0.44	Calculated
9	Link-09	MH#17	MH#18	550.00	274.75	0.00	263.75	0.00	11.00	2.0000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.91	1 00:00	5.49	1.67	8.48	0.22	0.33	0.00	0.41	Calculated
10	Link-10	MH#18	MH#19	510.00	263.75	0.00	252.53	0.00	11.22	2.2000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.95	1 00:00	5.88	1.45	8.90	0.22	0.32	0.00	0.39	Calculated
11	Link-11	MH#19	MH#20	483.33	252.53	0.00	237.97	0.00	14.56	3.0100	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.99	1 00:00	6.73	1.20	10.41	0.19	0.29	0.00	0.36	Calculated
12	Link-12	MH#20	MH#21	498.44	237.97	0.00	215.54	0.02	22.43	4.5000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.05	1 00:00	7.54	1.10	12.72	0.16	0.27	0.00	0.34	Calculated
13	Link-13	MH#21	Out-01	330.44	215.52	0.00	200.67	0.00	14.85	4.4900	CIRCULAR	18.000	18.00	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	2.09	1 00:00	7.06	0.78	19.30	0.11	0.22	0.00	0.34	Calculated

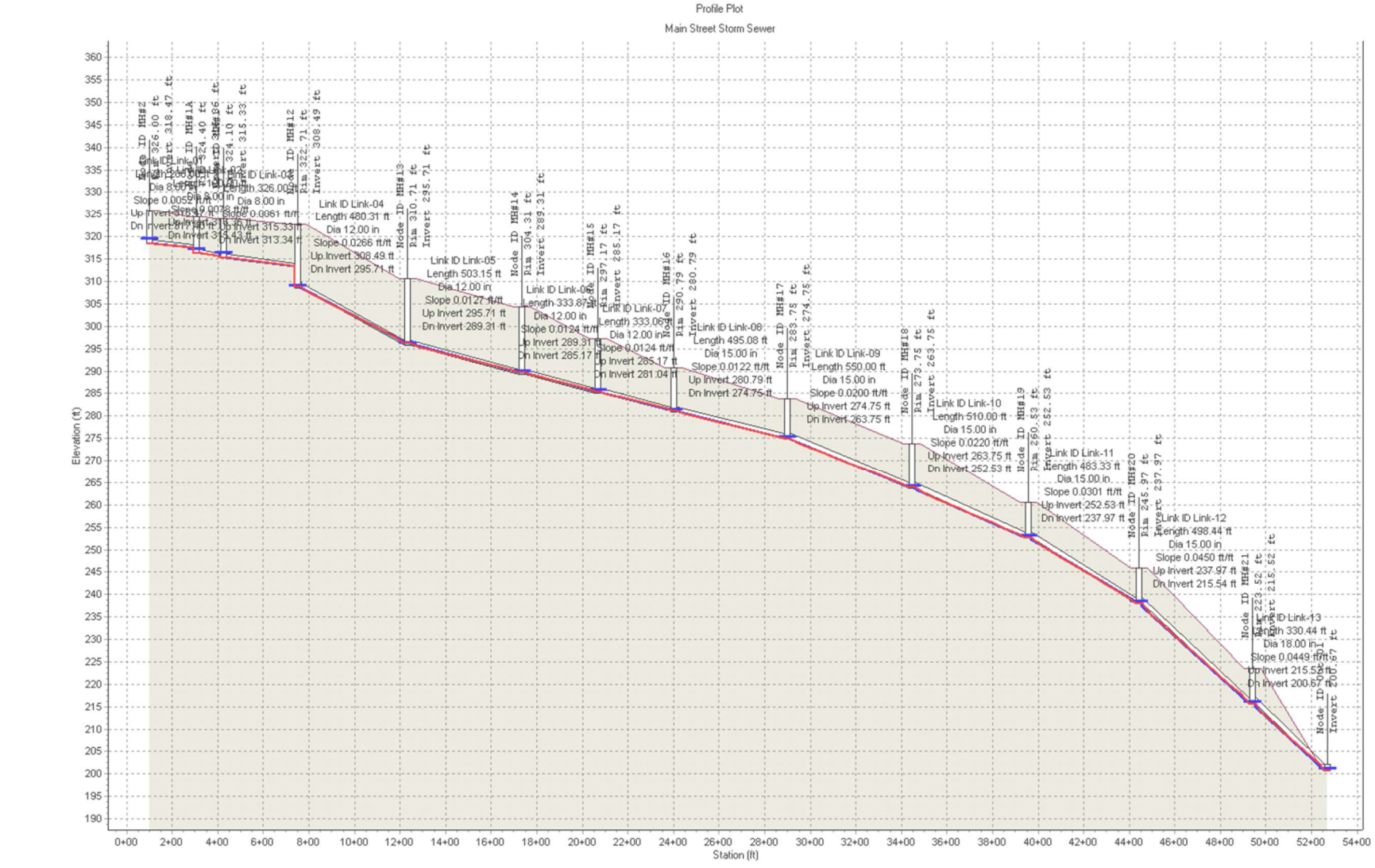
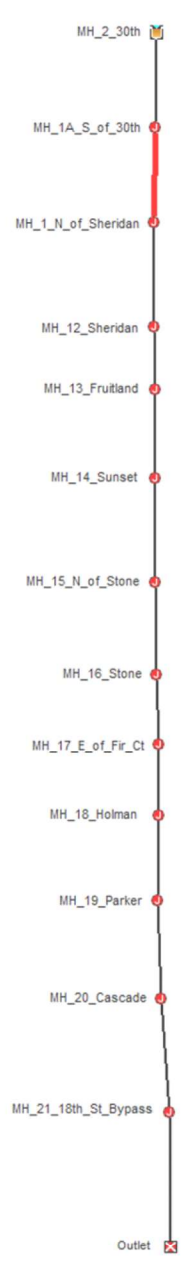


Node ID:	MH#2	MH#1A	MH#1	MH#12	MH#13	MH#14	MH#15	MH#16	MH#17	MH#18	MH#19	MH#20	MH#21	Out-01
Rim (ft)	326.00	324.48	324.10	322.71	310.71	304.31	297.17	290.79	283.75	273.75	260.53	245.97	223.52	
Invert (ft)	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	200.67
Min Pipe Cover (ft)		6.33	8.00	8.70	14.00	14.00	11.00	8.75	7.75	8.75	6.75	6.75	6.50	
Max HGL (ft)	319.17	316.88	315.93	308.85	296.16	289.79	285.66	281.26	275.16	264.16	252.91	238.31	215.86	201.00
Link ID:	Link-01	Link-02	Link-03	Link-04	Link-05	Link-06	Link-07	Link-08	Link-09	Link-10	Link-11	Link-12	Link-13	
Length (ft)	206.00	120.00	326.00	480.31	503.15	333.87	333.06	495.08	550.00	510.00	483.33	498.44	330.44	
Dia (in)	8.00	8.00	8.00	12.00	12.00	12.00	12.00	15.00	15.00	15.00	15.00	15.00	18.00	
Slope (ft/ft)	0.0052	0.0078	0.0061	0.0266	0.0127	0.0124	0.0124	0.0122	0.0200	0.0220	0.0301	0.0450	0.0449	
Up Invert (ft)	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	
Dn Invert (ft)	317.40	315.43	313.34	295.71	289.31	285.17	281.04	274.75	263.75	252.53	237.97	215.54	200.67	
Max Q (cfs)	0.78	0.78	0.78	1.51	1.55	1.66	1.73	1.87	1.91	1.95	1.99	2.05	2.09	
Max Vel (ft/s)	2.57	2.85	2.74	6.09	4.34	4.38	4.53	4.85	5.49	5.88	6.73	7.54	7.06	
Max Depth (ft)	0.54	0.50	0.51	0.41	0.47	0.49	0.49	0.44	0.41	0.39	0.36	0.34	0.34	

APPENDIX E

Baseline Report at Maximum Density

SN	Element Description	From (Inlet Node)	To (Outlet Node)	Length (ft)	Inlet Invert Elevation (ft)	Inlet Invert Offset (ft)	Outlet Invert Elevation (ft)	Outlet Invert Offset (ft)	Total Drop (ft)	Average Slope (%)	Pipe Shape	Pipe Diameter (inches)	Pipe Width (inches)	Manning's Roughness	Entrance Losses	Exit/Bend Losses	Additional Losses	Initial Flow (cfs)	Flap Gate	Lengthening Factor	Peak Flow (cfs)	Time of Peak Flow Occurrence (days hh:mm)	Max Flow Velocity (ft/sec)	Travel Time (min)	Design Flow Capacity (cfs)	Max Flow / Design Flow Ratio	Max Flow Depth / Total Depth Ratio	Total Time Surcharged (min)	Max Flow Depth (ft)	Reported Condition
1	Link-01	MH#2	MH#1A	206.00	318.47	0.00	317.40	1.04	1.07	0.5200	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.86	1 00:00	2.79	1.23	0.75	1.14	0.83	0.00	0.55	> CAPACITY
2	Link-02	MH#1A	MH#1	120.00	316.36	0.00	315.43	0.10	0.93	0.7800	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.86	1 00:00	2.85	0.70	0.92	0.93	1.00	8.00	0.67	SURCHARGED
3	Link-03	MH#1	MH#12	326.00	315.33	0.00	313.34	4.85	1.99	0.6100	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.86	1 00:00	2.78	1.95	0.82	1.05	0.83	0.00	0.55	> CAPACITY
4	Link-04	MH#12	MH#13	480.31	308.49	0.00	295.71	0.00	12.78	2.6600	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.86	1 00:00	6.55	1.22	5.40	0.35	0.46	0.00	0.46	Calculated
5	Link-05	MH#13	MH#14	503.15	295.71	0.00	289.31	0.00	6.40	1.2700	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.92	0 23:51	4.56	1.84	3.73	0.51	0.53	0.00	0.53	Calculated
6	Link-06	MH#14	MH#15	333.87	289.31	0.00	285.17	0.00	4.14	1.2400	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.06	0 23:51	4.58	1.21	3.68	0.56	0.56	0.00	0.56	Calculated
7	Link-07	MH#15	MH#16	333.06	285.17	0.00	281.04	0.25	4.13	1.2400	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.16	0 23:52	4.78	1.16	3.68	0.59	0.56	0.00	0.56	Calculated
8	Link-08	MH#16	MH#17	495.08	280.79	0.00	274.75	0.00	6.04	1.2200	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.36	0 23:52	5.15	1.60	6.63	0.36	0.40	0.00	0.50	Calculated
9	Link-09	MH#17	MH#18	550.00	274.75	0.00	263.75	0.00	11.00	2.0000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.42	0 23:53	5.84	1.57	8.48	0.28	0.37	0.00	0.46	Calculated
10	Link-10	MH#18	MH#19	510.00	263.75	0.00	252.53	0.00	11.22	2.2000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.49	0 23:54	6.27	1.36	8.90	0.28	0.36	0.00	0.45	Calculated
11	Link-11	MH#19	MH#20	483.33	252.53	0.00	237.97	0.00	14.56	3.0100	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.56	0 23:55	7.18	1.12	10.41	0.25	0.33	0.00	0.41	Calculated
12	Link-12	MH#20	MH#21	498.44	237.97	0.00	215.54	0.02	22.43	4.5000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.67	0 23:56	8.12	1.02	12.72	0.21	0.31	0.00	0.39	Calculated
13	Link-13	MH#21	Out-01	330.44	215.52	0.00	200.67	0.00	14.85	4.4900	CIRCULAR	18.000	18.00	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	2.74	0 23:56	7.63	0.72	19.30	0.14	0.26	0.00	0.39	Calculated

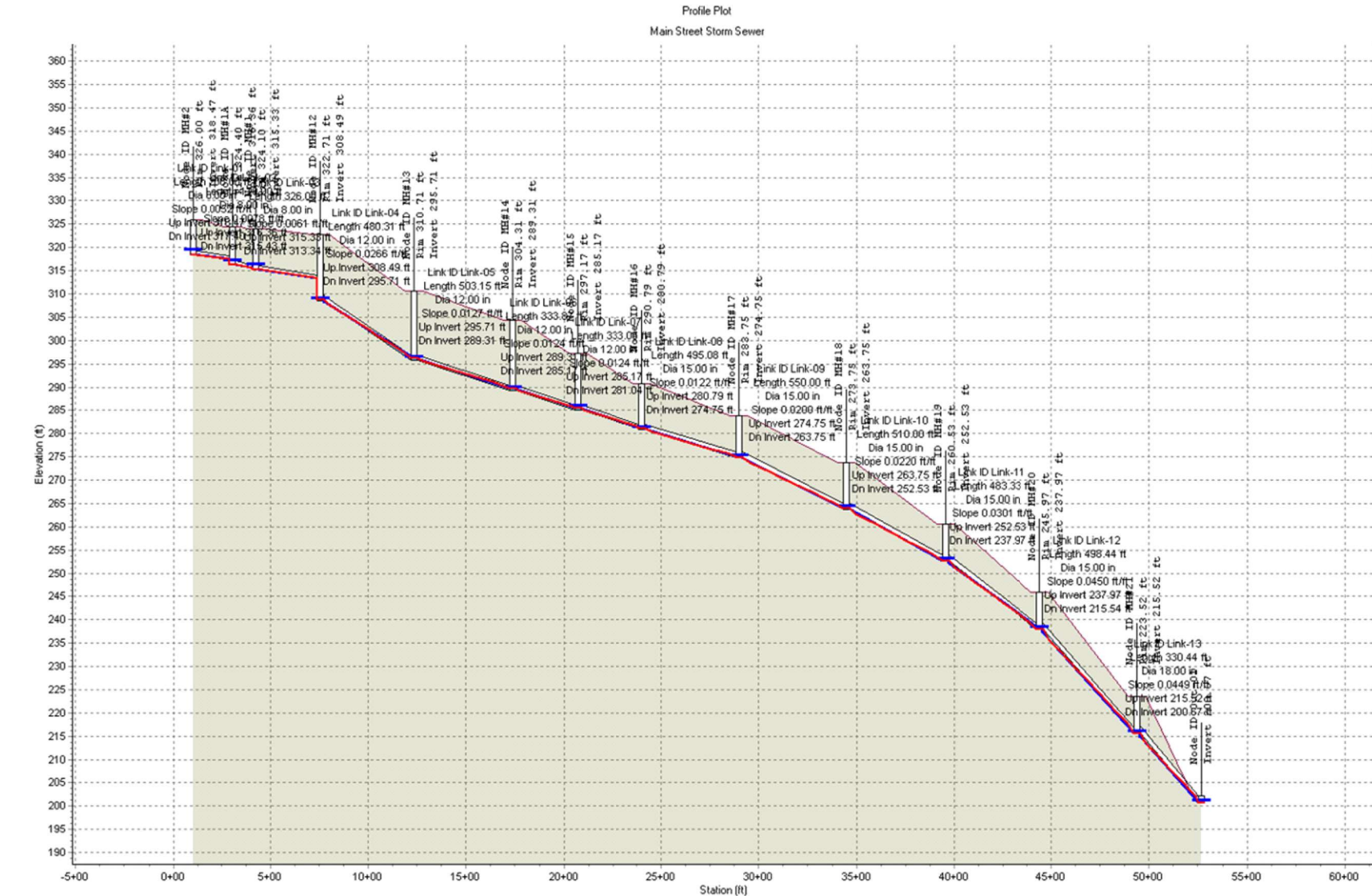
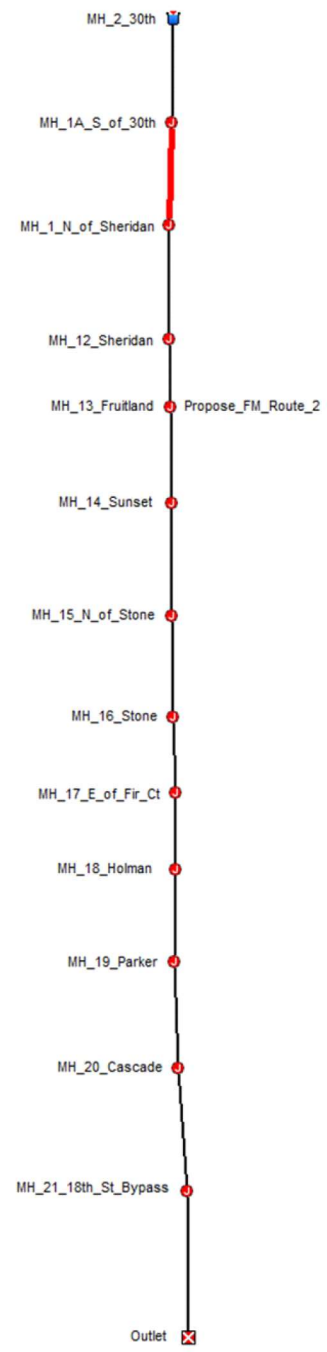


Node ID:	MH#2	MH#1A	MH#1	MH#12	MH#13	MH#14	MH#15	MH#16	MH#17	MH#18	MH#19	MH#20	MH#21	Out-01
Rim (ft)	326.00	324.40	324.10	322.71	310.71	304.31	297.17	290.79	283.75	273.75	260.53	245.97	223.52	
Invert (ft)	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	200.67
Min Pipe Cover (ft)		6.33	8.00	8.70	14.00	14.00	11.00	8.75	7.75	8.75	6.75	6.75	6.50	
Max HGL (ft)	319.44	317.09	316.19	308.90	296.22	289.86	285.74	281.33	275.21	264.21	252.97	238.36	215.91	201.05
Link ID:	Link-01	Link-02	Link-03	Link-04	Link-05	Link-06	Link-07	Link-08	Link-09	Link-10	Link-11	Link-12	Link-13	
Length (ft)	206.00	120.00	326.00	480.31	503.15	333.87	333.06	495.08	550.00	510.00	483.33	498.44	330.44	
Dia (in)	8.00	8.00	8.00	12.00	12.00	12.00	12.00	15.00	15.00	15.00	15.00	15.00	18.00	
Slope (ft/ft)	0.0052	0.0078	0.0061	0.0266	0.0127	0.0124	0.0124	0.0122	0.0200	0.0220	0.0301	0.0450	0.0449	
Up Invert (ft)	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	
Dn Invert (ft)	317.40	315.43	313.34	295.71	289.31	285.17	281.04	274.75	263.75	252.53	237.97	215.54	200.67	
Max Q (cfs)	0.86	0.86	0.86	1.86	1.92	2.06	2.16	2.36	2.42	2.49	2.56	2.67	2.74	
Max Vel (ft/s)	2.79	2.95	2.78	6.55	4.56	4.58	4.78	5.15	5.84	6.27	7.18	8.12	7.63	
Max Depth (ft)	0.55	0.67	0.55	0.46	0.53	0.56	0.56	0.50	0.46	0.45	0.41	0.39	0.39	

APPENDIX F

Preferred Route #2 Analysis Baseline Flow + Pumping Station Peak Design Flow

SN	Element Description	From (Inlet) Node	To (Outlet) Node	Length (ft)	Inlet Invert Elevation (ft)	Inlet Invert Offset (ft)	Outlet Invert Elevation (ft)	Outlet Invert Offset (ft)	Total Drop (ft)	Average Slope (%)	Pipe Shape	Pipe Diameter or Height (inches)	Pipe Width (inches)	Manning's Roughness	Entrance Losses	Exit/Bend Losses	Additional Losses	Initial Flow (cfs)	Flap Gate	Lengthening Factor	Peak Flow (cfs)	Time of Peak Flow Occurrence (days hh:mm)	Max Flow Velocity (ft/sec)	Travel Time (min)	Design Flow Capacity (cfs)	Max Flow / Design Flow Ratio	Max Flow Depth / Total Depth Ratio	Total Time Surcharged (min)	Max Flow Depth (ft)	Reported Condition
1	Link-01	MH#2	MH#1A	206.00	318.47	0.00	317.40	1.04	1.07	0.5200	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.86	1 00:00	2.79	1.23	0.75	1.14	0.83	0.00	0.55	> CAPACITY
2	Link-02	MH#1A	MH#1	120.00	316.36	0.00	315.43	0.10	0.93	0.7800	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.86	1 00:00	2.85	0.70	0.92	0.93	1.00	8.00	0.67	SURCHARGED
3	Link-03	MH#1	MH#12	326.00	315.33	0.00	313.34	4.85	1.99	0.6100	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.86	1 00:00	2.78	1.95	0.82	1.05	0.83	0.00	0.55	> CAPACITY
4	Link-04	MH#12	MH#13	480.31	308.49	0.00	295.71	0.00	12.78	2.6600	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.86	1 00:00	5.29	1.51	5.40	0.35	0.50	0.00	0.50	Calculated
5	Link-05	MH#13	MH#14	503.15	295.71	0.00	289.31	0.00	6.40	1.2700	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.47	0 23:50	4.83	1.74	3.73	0.66	0.62	0.00	0.62	Calculated
6	Link-06	MH#14	MH#15	333.87	289.31	0.00	285.17	0.00	4.14	1.2400	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.61	0 23:51	4.84	1.15	3.68	0.71	0.65	0.00	0.65	Calculated
7	Link-07	MH#15	MH#16	333.06	285.17	0.00	281.04	0.25	4.13	1.2400	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.71	0 23:52	5.01	1.11	3.68	0.74	0.65	0.00	0.65	Calculated
8	Link-08	MH#16	MH#17	495.08	280.79	0.00	274.75	0.00	6.04	1.2200	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.91	0 23:52	5.44	1.52	6.63	0.44	0.45	0.00	0.56	Calculated
9	Link-09	MH#17	MH#18	550.00	274.75	0.00	263.75	0.00	11.00	2.0000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.97	0 23:53	6.17	1.49	8.48	0.35	0.41	0.00	0.52	Calculated
10	Link-10	MH#18	MH#19	510.00	263.75	0.00	252.53	0.00	11.22	2.2000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	3.04	0 23:54	6.62	1.28	8.90	0.34	0.40	0.00	0.50	Calculated
11	Link-11	MH#19	MH#20	483.33	252.53	0.00	237.97	0.00	14.56	3.0100	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	3.11	0 23:55	7.58	1.06	10.41	0.30	0.37	0.00	0.46	Calculated
12	Link-12	MH#20	MH#21	498.44	237.97	0.00	215.54	0.02	22.43	4.5000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	3.22	0 23:56	8.55	0.97	12.72	0.25	0.35	0.00	0.43	Calculated
13	Link-13	MH#21	Out-01	330.44	215.52	0.00	200.67	0.00	14.85	4.4900	CIRCULAR	18.000	18.00	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	3.29	0 23:56	8.03	0.69	19.30	0.17	0.28	0.00	0.42	Calculated



Node ID:	MH#2	MH#1A	MH#1	MH#12	MH#13	MH#14	MH#15	MH#16	MH#17	MH#18	MH#19	MH#20	MH#21	Out-01
Rim (ft):	326.00	324.10	324.10	322.71	310.71	304.31	297.17	290.79	283.75	273.75	260.53	245.97	223.52	
Invert (ft):	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	200.67
Min Pipe Cover (ft):	6.33	8.00	8.70	14.00	14.00	11.00	8.75	7.75	8.75	6.75	6.75	6.75	6.50	
Max HGL (ft):	319.44	317.06	316.19	308.90	296.31	289.95	285.83	281.40	275.27	264.27	253.01	238.41	215.95	201.09
Link ID:	Link-01	Link-02	Link-03	Link-04	Link-05	Link-06	Link-07	Link-08	Link-09	Link-10	Link-11	Link-12	Link-13	
Length (ft):	206.00	120.00	326.00	480.31	503.15	333.87	333.06	495.08	550.00	510.00	483.33	498.44	330.44	
Dia (in):	8.00	8.00	8.00	12.00	12.00	12.00	12.00	15.00	15.00	15.00	15.00	15.00	18.00	
Slope (ft/ft):	0.0052	0.0078	0.0061	0.0266	0.0127	0.0124	0.0124	0.0122	0.0200	0.0220	0.0301	0.0450	0.0449	
Up Invert (ft):	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	
Dn Invert (ft):	317.40	315.43	313.34	295.71	289.31	285.17	281.04	274.75	263.75	252.53	237.97	215.54	200.67	
Max Q (cfs):	0.86	0.86	0.86	1.86	2.47	2.61	2.71	2.91	2.97	3.04	3.11	3.22	3.29	
Max Vel (ft/s):	2.79	2.85	2.78	5.29	4.83	4.84	5.01	5.44	6.17	6.62	7.58	8.55	8.03	
Max Depth (ft):	0.55	0.67	0.55	0.50	0.62	0.65	0.65	0.56	0.52	0.50	0.46	0.43	0.42	

APPENDIX G

Force Main Sizing Check

Prob determine the total head loss, system curve, and pump curves

Give Input Fields in Blue/Highlighted

Assu maximum flow

Solution:

Head Loss - using Hazen-Williams formula with various flows

$$H_L = (10.44) * L * Q^{1.85} / (C_h^{1.85} * d^{4.8655})$$

LS fittings	Equiv. Length of Pipe		
	4"	6"	8"
(pump)			
90 Elbow	10.1	15.2	20
90 Elbow	10.1	15.2	20
Check Valve	33.6	50.5	33.3
Gate Valve	2.4	3.5	4.5
90 Elbow	10.1	15.2	20
Tee	20.1	30.3	39.9
Gate Valve	2.4	3.5	4.5
Meter	2.4	3.5	4.5
(force main)			
	91.2	136.9	146.7

Original Length of Pipe = **3960**

Total L(ft) = **4096.9**

Input Fields		Upper Range of Output Table	
Static Head (ft)	L (ft)	Q (gpm)	C _h
169	4096.9	250	150

Nominal ID (in)
4
6
8

L= length (ft)
 Q=flow (gpm)
 C_h= roughness coefficient
 d=pipe inside diameter (in)

Force Main Sizing Check

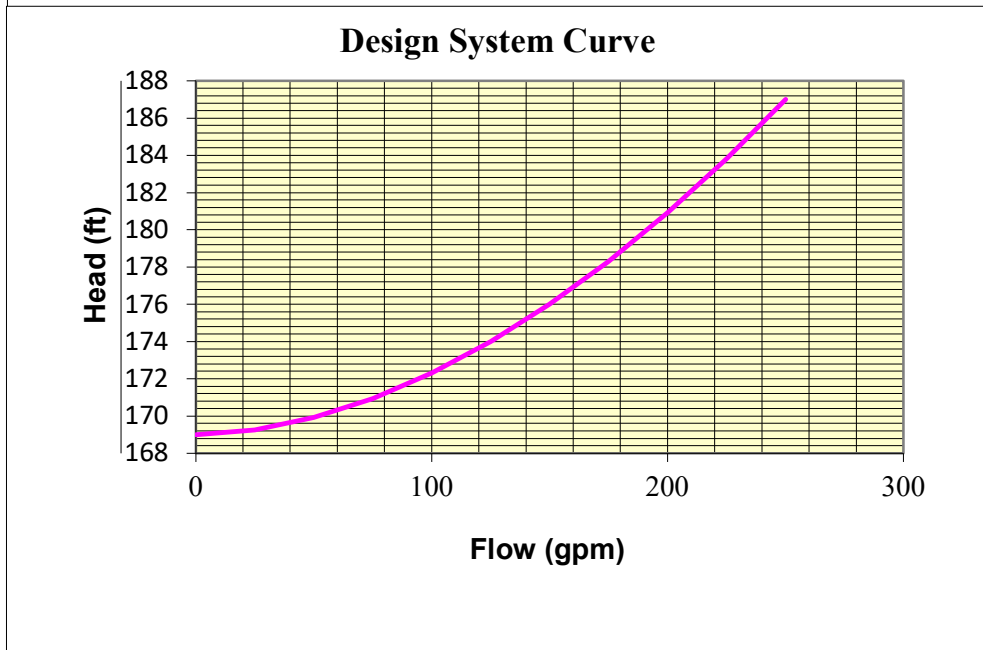
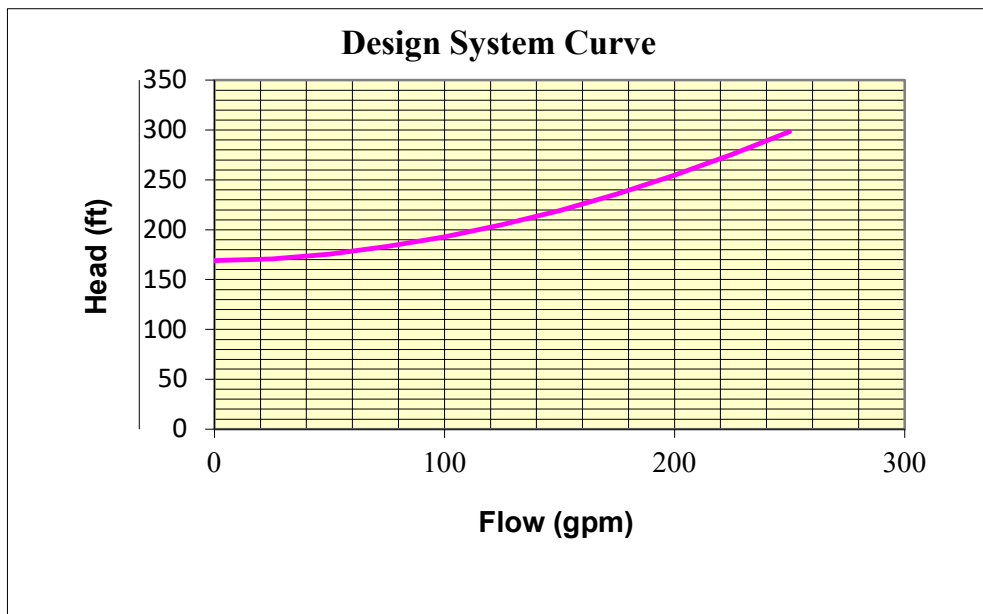
System Curves for various size force mains

Output Fields			
Q (gpm)	Dynamic H _L (ft)	Static H _L (ft)	Total H _L (ft)
0	0.00	169	169.00
25	1.83	169	170.83
50	6.59	169	175.59
75	13.96	169	182.96
100	23.77	169	192.77
125	35.92	169	204.92
150	50.33	169	219.33
175	66.94	169	235.94
200	85.70	169	254.70
225	106.56	169	275.56
250	129.50	169	298.50

Nominal ID (in) **4**

Output Fields			
Q (gpm)	Dynamic H _L (ft)	Static H _L (ft)	Total H _L (ft)
0	0.00	169	169.00
25	0.25	169	169.25
50	0.92	169	169.92
75	1.94	169	170.94
100	3.31	169	172.31
125	5.00	169	174.00
150	7.00	169	176.00
175	9.31	169	178.31
200	11.92	169	180.92
225	14.82	169	183.82
250	18.01	169	187.01

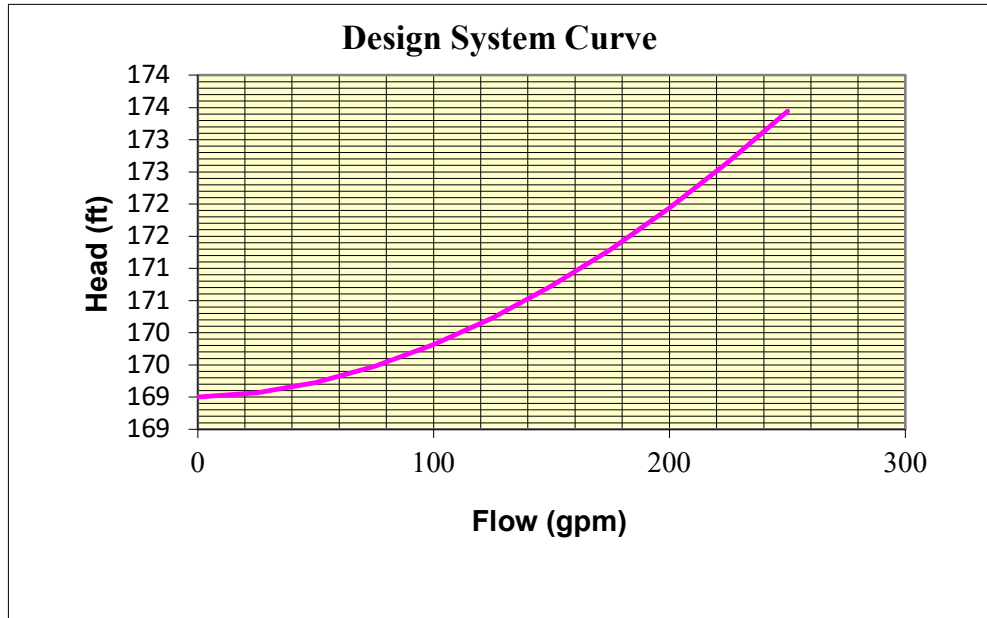
Nominal ID (in) **6**



Force Main Sizing Check

Output Fields			
Q (gpm)	Dynamic H _L (ft)	Static H _L (ft)	Total H _L (ft)
0	0.00	169	169.00
25	0.06	169	169.06
50	0.23	169	169.23
75	0.48	169	169.48
100	0.82	169	169.82
125	1.23	169	170.23
150	1.73	169	170.73
175	2.30	169	171.30
200	2.94	169	171.94
225	3.66	169	172.66
250	4.44	169	173.44

Nominal id (in) **8**



APPENDIX H

Problem: determine the total head loss, system curve, and pump curves

Given: Input Fields in Blue/Highlighted, Calculated values in Red

Assume: Peak flow

Solution:

Head Loss - using Hazen-Williams formula with various flows

$$H_L = (10.44) * L * Q^{1.85} / (C_h^{1.85} * d^{4.8655})$$

LS fittings	Equiv. Length of Pipe*		
	4"	6"	8"
(pump)			
90 Elbow	10.1	15.2	20
90 Elbow	10.1	15.2	20
Check Valve	33.6	50.5	33.3
Gate Valve (open)	2.4	3.5	4.5
90 Elbow	10.1	15.2	20
Tee	20.1	30.3	39.9
Gate Valve (open)	2.4	3.5	4.5
Meter	2.4	3.5	4.5
(force main)			
	91.2	136.9	146.7

Original Length of Pipe =

3960

Total L(ft) =

4096.9

* Source =

Handbook of PVC Pipe Design & Construction
Table 9.1 and Figure 9.2

IPS - Pipe Size	OD Size	Wall Thickness	Pressure / Rating	Ave. ID
4"	4.500	0.409	SDR 11, 160 psi	3.682
4"	4.500	0.265	SDR 17, 100 psi	3.970
6"	6.625	0.602	SDR 11, 160 psi	5.421
6"	6.625	0.390	SDR 17, 100 psi	5.845
8"	8.625	0.784	SDR 11, 160 psi	7.057
8"	8.625	0.507	SDR 17, 100 psi	7.611
10"	10.750	0.997	SDR 11, 160 psi	8.756
10"	10.750	0.632	SDR 17, 100 psi	9.486

Input Fields		Upper Range of Output Table		
Static Head (ft)	L (ft)	Q (gpm)	C _h	id (in)
169	4096.9	400	150	5.421

L= length (ft)

Q=flow (gpm)

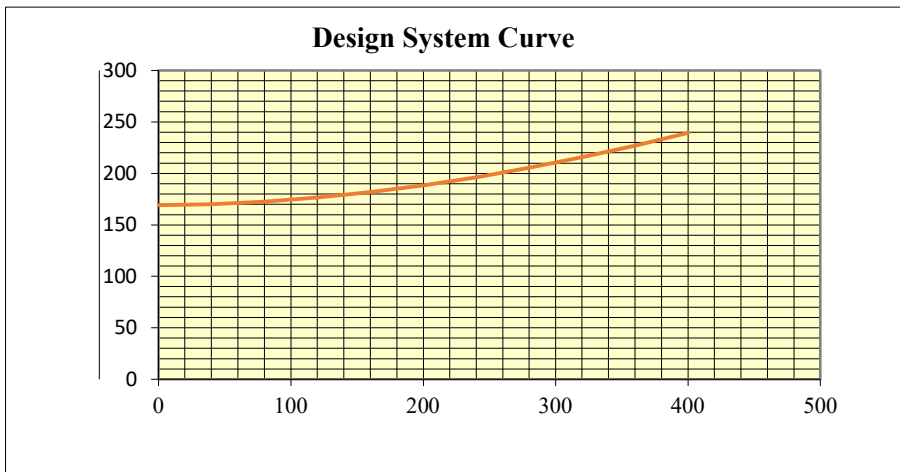
C_h= roughness coefficient

d=pipe inside diameter (in)

6"
SDR 11, 160 psi

System Curve

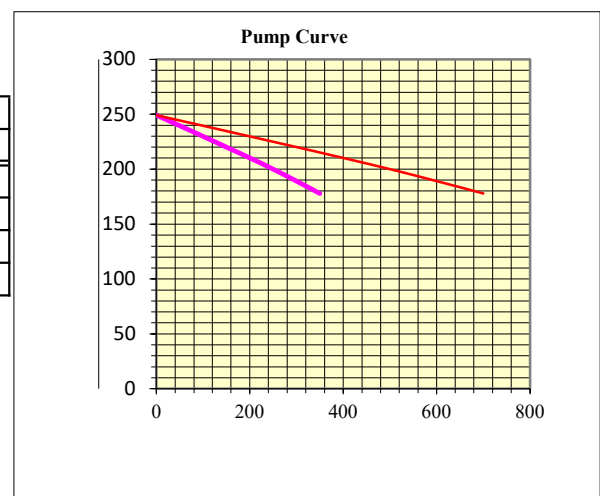
Output Fields			
Q (gpm)	Dynamic H _L (ft)	Static H _L (ft)	Total H _L (ft)
0	0.00	169	169.00
40	0.99	169	169.99
80	3.58	169	172.58
120	7.59	169	176.59
160	12.92	169	181.92
200	19.53	169	188.53
240	27.36	169	196.36
280	36.39	169	205.39
320	46.59	169	215.59
360	57.93	169	226.93
400	70.39	169	239.39



Pump Curve - Input Data from manufacturers Literature

Pump: [Flygt 1330S-4X.263.S78.230](#)
 30 Hp three phase, 230 volt

Input Fields		
x-axis	y-axis	Crv 2 x-axis
Q (gpm)	Total Head (ft)	Q (gpm)
1.0	249.0	2.0
150.0	220.0	300.0
250.0	200.0	500.0
350.0	178.0	700.0



Pump Station Sizing

Fisher Plat

12-Sep-23

Design Criteria

Septage Flows

Peak Flow	247	gpm
Average Daily Flow	62	gpm

Lift Station

Target Operating Volume

Operating Volume (V) = $t \times Q / 4$			per Orange Book
V =	625	gal	

where:

Time Between Starts (t)	10	min	per City staff
Pump Output Flow (1 pump) (Q)	250	gpm	

Design Wet Well Sizing

Diameter - I.D.	8	ft	per City staff
Operating Depth	3.3	ft	
Operating Volume	1241	gal	exceeds target volume

Pump Data (1 pump)

Pump Output Flow (1 pump)	250	gpm	Lead Pump only
Pump Run Time			
w/o inlet flow	5.0	min	

Combined Pump Data (2 pumps)

Pump Output Flow	325	gpm	Lead + Lag Pumps
Pump Run Time			
w/o inlet flow	3.8	min	

Peak Hour Flow Rate			Lead Pump only
Peak Flow	247	gpm	
Pump Run Time			
w/ inlet flows	446.6	min	
LS Fill Time	5.02	min	
Pump Run Frequency	6.01	runs / hr	
Average Daily Flow Rate			Lead Pump only
Average Daily Flow	62	gpm	
Pump Run Time			
w/ inlet flows	6.6	min	
LS Fill Time	20.08	min	
Pump Frequency	2.40	runs / hr	
Two Pumps Running at Peak Flow Rate			Lead + Lag Pumps
Peak Flow	247	gpm	
Pump Run Time			
w/ inlet flows	16.0	min	
LS Fill Time	5.02	min	
Pump Frequency	2.86	runs / hr	
One cycle every	21.0	min	
	0.35	hr	

1330S-4X.263.S78.230

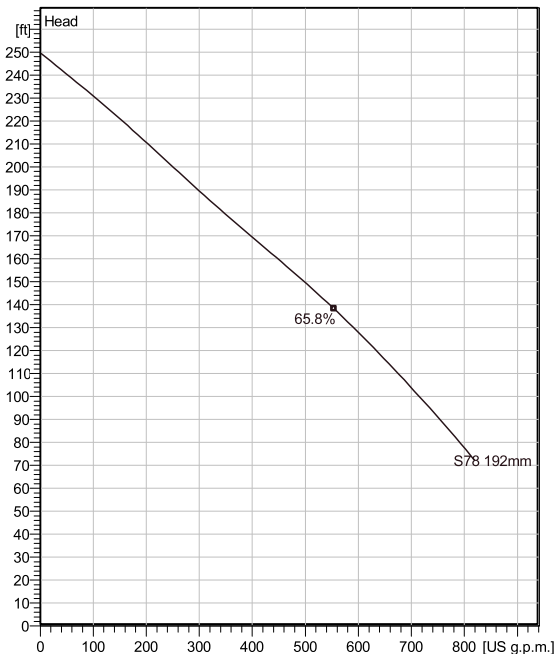
Submersible pumps for sewage and surface water within municipal and commercial building applications. Non-clog impellers are designed to maintain reliable performance at sustained efficiency.



Technical specification



Curves according to: Water, pure [100%], 39.2 °F, 62.43 lb/ft³, 1.6888E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

Configuration

Motor number K1330.181 25-18-2ZA-W 30hp	Installation type Wet well kit
Impeller diameter 192 mm	Discharge diameter 4 inch

Pump information

Impeller diameter 192 mm
Discharge diameter 4 inch
Inlet diameter -
Maximum operating speed 3540 rpm
Number of blades 2

Materials

Impeller Grey cast iron
Stator housing material Grey cast iron

Project	Xylect-21129287	Created by	Matt Rasmusson	Last update	9/13/2023
Block	0	Created on	9/13/2023		

1330S-4X.263.S78.230

Technical specification



Motor - General

Motor number K1330.181 25-18-2ZA-W 30hp	Phases 3~	Rated speed 3540 rpm	Rated power 30 hp
ATEX approved No	Number of poles 2	Rated current 67 A	Stator variant 9
Frequency 60 Hz	Rated voltage 230 V	Insulation class F	Type of Duty S1

Motor - Technical

Power factor - 1/1 Load 0.90	Motor efficiency - 1/1 Load 91.6 %	Total moment of inertia 1.6 lb ft ²	Starts per hour max. 15
Power factor - 3/4 Load 0.86	Motor efficiency - 3/4 Load 92.1 %	Starting current, direct starting 585 A	
Power factor - 1/2 Load 0.78	Motor efficiency - 1/2 Load 91.6 %	Starting current, star-delta 195 A	

Project	Xylect-21129287	Created by	Matt Rasmusson	Last update	9/13/2023
Block	0	Created on	9/13/2023		

1330S-4X.263.S78.230

Performance curve

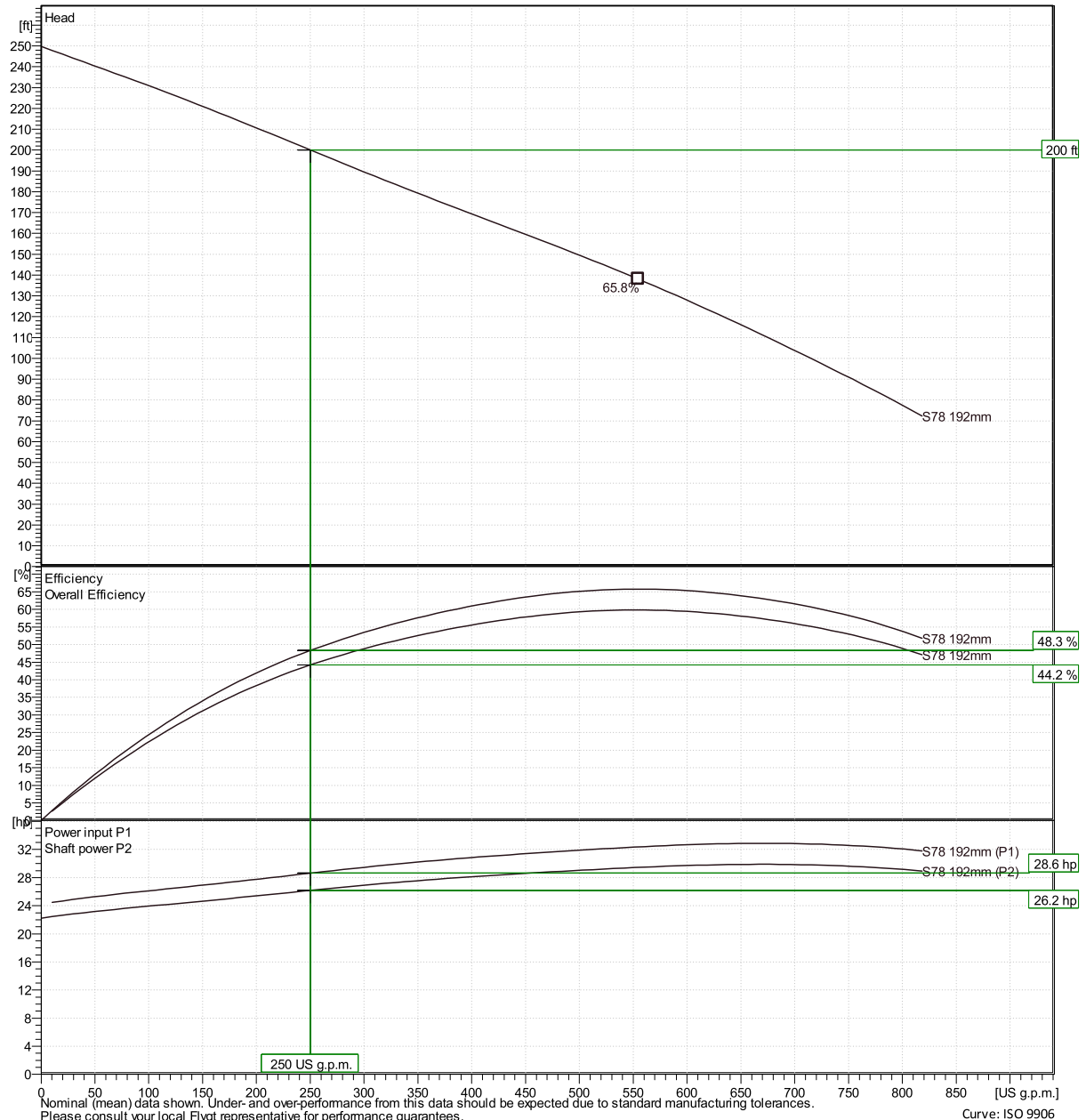


Duty point

Flow
250 US g.p.m.

Head
200 ft

Curves according to: Water, pure [100%], 39.2 °F, 62.43 lb/ft³, 1.6888E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees. Curve: ISO 9906

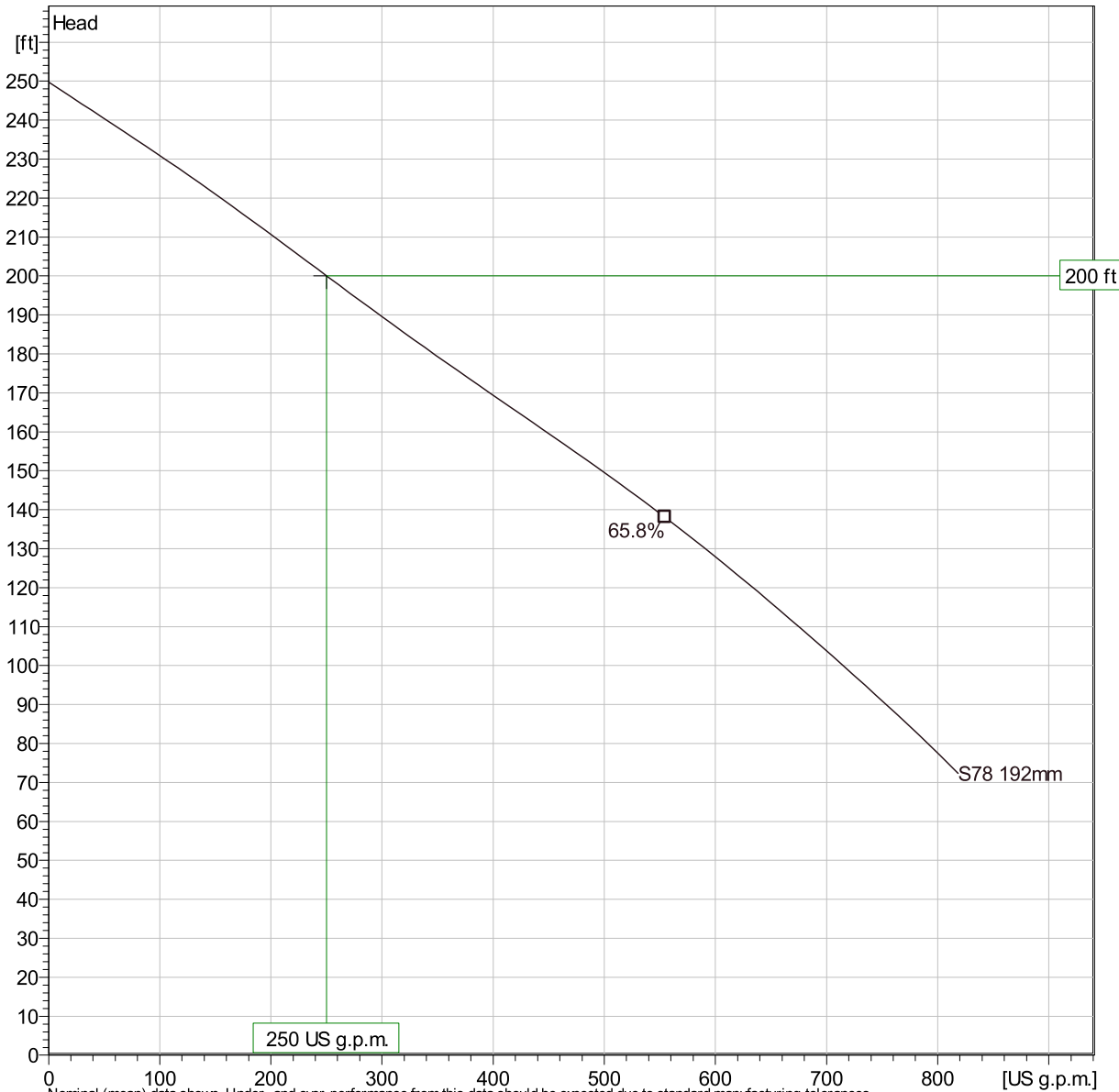
Project	Xylect-21129287	Created by	Matt Rasmusson	Last update	9/13/2023
Block	0	Created on	9/13/2023		

1330S-4X.263.S78.230

Duty Analysis



Curves according to: Water, pure [100%]; 39.2°F; 62.43lb/ft³; 1.6888E-5ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

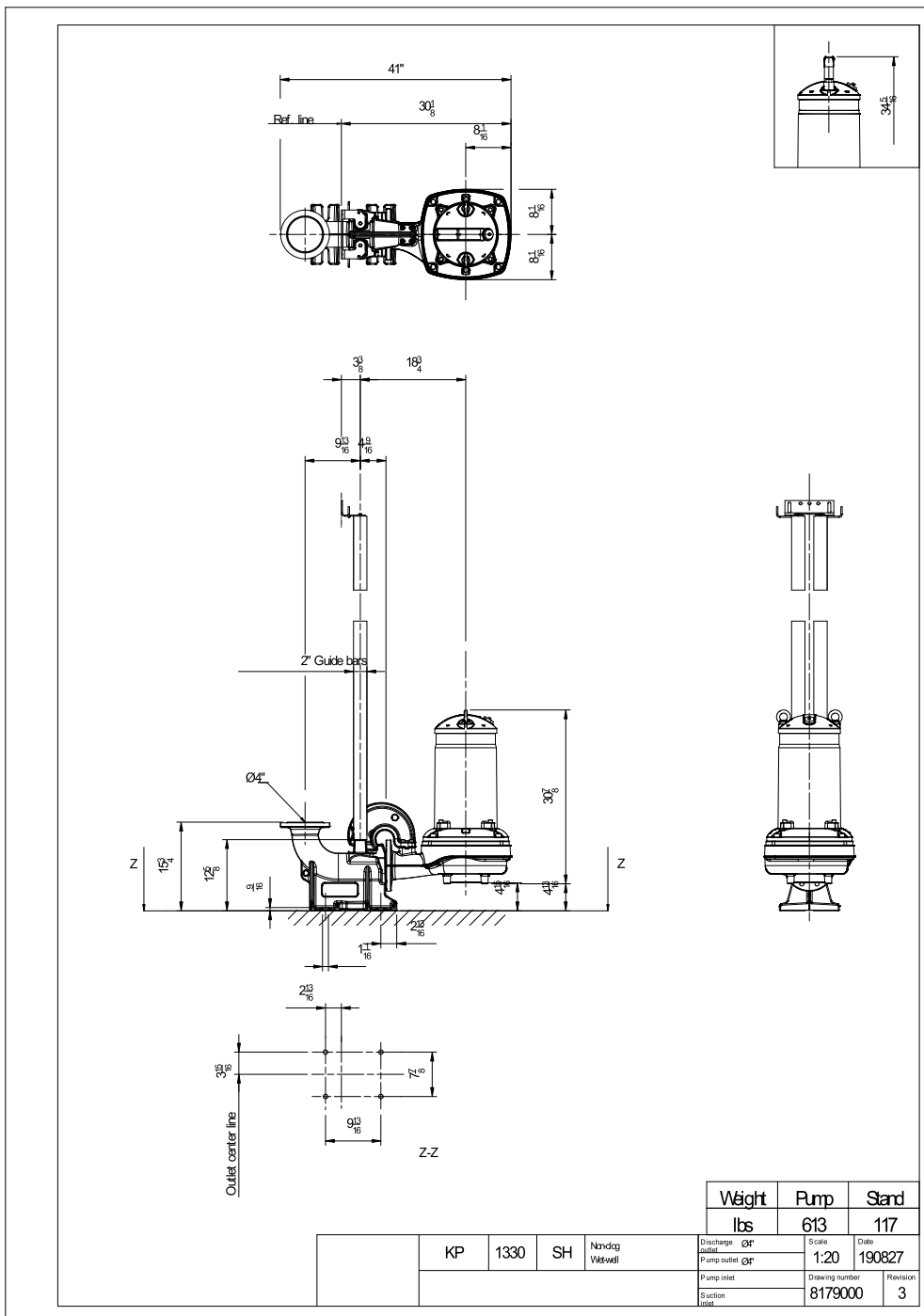
Operating characteristics

Pumps / Systems	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific Energy	NPSHre
1	250 US g.p.m.	200 ft	26.2 hp	250 US g.p.m.	200 ft	26.2 hp	48.3 %	1420 kWh/US M	

Project		Created by	Matt Rasmusson	Last update	9/13/2023
Block	Xylect-21129287	Created on	9/13/2023		

1330S-4X.263.S78.230

Dimensional drawing



Project	Xylect-21129287	Created by	Matt Rasmusson
Block	0	Created on	9/13/2023
		Last update	9/13/2023

Return Address: City Clerk
City of Bremerton
345 Sixth Street, Suite 100
Bremerton, WA 98337

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s): 1. Outside Utilities Agreement
Reference Number(s) of Documents assigned or released: N/A _____
Grantor(s): 1. <input type="checkbox"/> Additional names on page _____ of document.
Grantee(s): 1. The City of Bremerton <input type="checkbox"/> Additional names on page _____ of document.
Legal Description: (abbreviated) <input type="checkbox"/> Additional legal is on page _____ of document.
Assessor's Property Tax Parcel/Account Number:
Project Name:

OUTSIDE UTILITIES AGREEMENT

WHEREAS the Bremerton Municipal Code requires property outside the city boundaries to support annexation to the City of Bremerton as a condition for receiving City utilities (BMC 15.02.040 and 15.03.040); and

WHEREAS the City of Bremerton has a primary obligation to its citizens to allocate limited service resources for adequate growth and development within the City; and

WHEREAS the undersigned, as owner of a parcel outside the City of Bremerton, has made application for city utilities;

NOW, THEREFORE, the undersigned owner (hereinafter "Owner") of real property located in Bremerton, Kitsap County, Washington, (hereinafter "Property"), legally described as:

SEE ATTACHED EXHIBIT A

and the City of Bremerton (hereinafter "City"), in consideration of the mutual covenants set forth herein including the furnishing of utility services by the City of Bremerton, do hereby promise and agree as follows:

1. Services Provided. City of Bremerton shall provide utility services consistent with service areas defined by the City comprehensive utility plans as amended, and terms and conditions of a current Letter of Availability from the Bremerton Utilities Department.

2. Rates and Charges. Owner shall pay when due all connection charges, assessments, and rates established for city utility services by City ordinance for the Owner's user class.

3. Use. Development of the property described above shall comply with the uses and development standards of City of Bremerton comprehensive land use plan adopted pursuant to RCW 35.13.177 and any adopted subdivision and street standards of the City of Bremerton.

4. Utility Improvements.

5. Annexation. Owner, by signing below, grants to the City of Bremerton a Limited Power of Attorney to include this Agreement as Owner's consent to the annexation of the Property as part of any Notice of Intent or Petition for Annexation presented to the City of Bremerton.

The annexation petition supported by this Power may include proportional assumption of the City indebtedness by the area to be annexed. The petition shall require the concurrent adoption of land uses designated in any urban fringe comprehensive plan approved for the annexation area pursuant to RCW 35.13.177, or if none has been adopted, the land uses for annexed property as set forth in the Bremerton Zoning Code as amended.

This Power of Attorney is nonrevocable.

CITY OF BREMERTON

DATED: _____

BY: _____
Greg Wheeler, Mayor

DEPARTMENTAL APPROVAL:

Thomas Knuckey
Director of Public Works and Utilities

APPROVED AS TO FORM:

Kylie J. Finnell, Bremerton City Attorney

Angela Hoover, City Clerk

R:\Legal\Legal\FORMS ON COBWEB\Outside Utilities Agreement Rev. 09 2021.docx

EXHIBIT A

From: Sarah Palama-Hoffer <sarahpalama@gmail.com>
Sent: Monday, October 9, 2023 5:41 PM
To: Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>
Cc: City Council <City.Council@ci.bremerton.wa.us>; Ned Lever <Ned.Lever@ci.bremerton.wa.us>;
Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>
Subject: Re: Fischer property sewer proposal

Hello(again),

Reading through your email I would also like clarification on your statement that reads, “if the city decides annexation is not feasible”

The community has already been polled and rejected the idea of annexation. It’s not that this is “not feasible”, it’s more than the community has overwhelmingly rejected the idea already so saying it’s “not feasible”, is incorrect. The developer is trying to use a municipal code exception because annexation is not an option.

Also, you said “rates will be adjusted” to pay for the cost and maintenance of this new system. By “adjusted” do you mean “increased” for City of Bremerton residents?? So COB residents will have to pay higher rates to cover maintenance costs for a system that doesn’t even serve COB property??!! You stated the extension is also for the “benefit” of surrounding areas...How would this benefit any of us if we were forced to pay into sewer because of septic failure, home renovations, etc. I doubt anyone has large amounts of extra funding laying around for tapping into city sewer.

Hoping for clarification on these questions and the questions I emailed earlier today. Thank you.

Sarah Palama-Hoffer

On Mon, Oct 9, 2023 at 3:30 PM Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us> wrote:

Ms. Palama-Hoffer,

Please see my responses below in red. I have copied the City Council to inform them on the community interest in this matter.

Thanks,

Janelle Hitch, P.E.

Managing Engineer – Development

Public Works & Utilities – Engineering

(360) 473-5285

Janelle.hitch@ci.bremerton.wa.us



From: Sarah Palama-Hoffer <sarahpalama@gmail.com>
Sent: Saturday, October 7, 2023 7:16 AM
To: Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>
Subject: Re: Fischer property sewer proposal

I realized after I sent my original email, my email chose to not populate the first portion of my email so I will re-write it below. Feel free to disregard the original email I sent. Thanks so much!

Hello Janelle,

Kathie Lustig has been informing me of all of the communications she has received from you but I would love clarification on a few more things regarding this proposal for sewer in a non annexed/ non city maintained part of Bremerton.

1. If the city will be responsible to own and maintain this system, including pump stations and the additional impact to the wastewater treatment plant, will this essentially fall all on the backs of the City of Bremerton rate payers? If so, are they aware of this development attempting to get sewer put in? The non-annexed folks using this system have to pay 50% more than City rate payers...but where is the cost breakdown to show that this 50% surcharge is enough to cover the costs and long term maintenance of this massive extension, pump stations, etc? I find it troubling that as a neighborhood we have not seen any documentation regarding feasibility. Will families paying the city tax be informed of this project?

The City will own the sewer main, sewer laterals and pump station that are proposed. Rate studies are completed regularly and rates are adjusted to ensure adequate funding for operation and maintenance of facilities. The rate studies evaluate the general facility charges (GFCs) for connections to the wastewater system as well as ongoing service fees. The Comprehensive Plans that the City utilizes are the initial documentation regarding feasibility. The City did establish in the feasibility of serving the East Bremerton UGA in the Comprehensive Plan.

2. How will the wet well, pumps, and overflow storage be accessed and maintained by the City. It appears the location is in a critical area. What size will the vault be for overflow storage. In the event of an overflow beyond the storage, how will downstream neighboring properties and the associated downstream critical areas be impacted?

If the City Council agrees that annexation is not feasible, the location of the pump station will be evaluated as the design progresses. The City will require an accessible pump station and sewer main within City or County ROW or easements. Assessment of critical areas would be under the jurisdiction of Kitsap County. To ensure adequate capacity, systems are designed with redundancy of infrastructure. In addition, emergency power is required at all pump stations.

3. What is the annual and lifetime cost for the City of Bremerton to own, operate, and maintain this system, whose sole purpose is to serve a single, non-annexed residential development? How will actual City tax payers have to bear the cost for properties that aren't paying taxes into the City? Local City residents should in no way have to bear this cost for non-annexed property or for a development outside of city limits. It seems the ordinance they are referring to reads as if this is for a singular home hoping to access sewer lines already in place. Not a subdivision seeking new piping.

These costs are not readily available. There are no anticipated costs to other tax payers with the extension of systems through development. As was indicated above the developer pays for design and construction of the proposed facilities. The city evaluates and adjusts the GFCs and service fees regularly to cover the costs of operation and maintenance. The proposed system is being designed to accommodate not only the proposed subdivision but also surrounding area taking into account the larger plan of serving the entire East Bremerton UGA. The City will require any new system that is built to meet current design standard.

4. How does this sewer extension benefit the City? Why hasn't the developer explored septic and reduced the number of lots to achieve minimum density? Extending sewer to a non-annexed development appears to be the last solution after all others have been explored and their report is not reading that way considering it was written so recently by the same firm that is working with the developer to get this subdivision built.

UGAs are intended to support urban growth and density and require systems to support that. Extension of sewer support the UGA growth. The City has taken into account the zoning of the UGA when anticipating the capacity of the proposed system. An assessment of capacity for the City's entire system, both existing and yet unserved areas is completed with each Comprehensive Plan.

5. If accessing sewer was not feasible in 2021 per the documentation supplied to Kathie, why is the city even entertaining this idea for the developer. If anything, the pricing he was given for the 2 other options has certainly inflated.

Please clarify your question.

As I am sure you know, we are on a massive time crunch so a prompt reply would be greatly appreciated

Sarah Palama-Hoffer

2753 hillside dr ne

On Fri, Oct 6, 2023 at 5:20 PM Sarah Palama-Hoffer <sarahpalama@gmail.com> wrote:

will be responsible to own and maintain this system, including pump stations and the additional impact to the wastewater treatment plant, will this essentially fall all on the backs of the City of Bremerton rate payers? If so, are they aware of this development attempting to get sewer put in? The non-annexed folks using this system have to pay 50% more than City rate payers...but where is the cost breakdown to show that this 50% surcharge is enough to cover the costs and long term maintenance of this massive extension, pump stations, etc? I find it troubling that as a neighborhood we have not seen any documentation regarding feasibility. Will families paying the city tax be informed of this project?

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As I am sure you know, we are on a massive time crunch so a prompt reply would be greatly appreciated

Sarah Palama-Hoffer

2753 hillside dr ne

From: kathie.lustig@icloud.com <kathie.lustig@icloud.com>
Sent: Saturday, October 7, 2023 1:50 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: KWalters@kitsap.gov; APresson@kitsap.gov
Subject: Public Comment: Extension of Sewer to Fisher Plat in UGB 10/11 and 10/18

Dear Bremerton City Council,

I am contacting you about the Developer's Request to Extend City Sewer outside the sitting of Bremerton but within the UGB (urban growth boundary) that you will be discussing at a study session on October 11th. I have read the published packet and pages 154-164 (A-5) generated by the Bremerton Public Works & Development Department

My name is Kathie Lustig and I am a resident of Kitsap County residing in the area of Rozewood Estates accessed via Trenton Ave. I have been active in our neighborhood as a community organizer around issues related to opening up ROW at the end of our subdivision, as well as brought to light the misleading annexation attempt made by Team4Engineering for their client and developer, Mark Fisher. See attached letter that went out to a select group of residents about annexation in March 2022. **This language was approval by the City planning department.** The letter failed to disclose the true purpose of the inquiry, which was their client to get his property annexed to the City so he could get sewer hookup to maximize density and profits for his proposed subdivision of 200+ houses.

The City's Public Works Department Memo dated Sept 15th to City Council fails to accurately represent the significant public outcry that occurred when this annexation attempt occurred when residents found the real purpose behind the annexation attempt. It was overwhelmingly rejected my residents by approximately 99.9%. The annexation attempt failed. The memo lists ONE person under public comments and misrepresents the shear number of people opposed to this.

Team4Engineering then moved towards circumventing the will of the people by submitting a pre-submittal permit BP21 00148 requesting a Conditional Utility Availability. The City issued a letter dated November 16, 2021 (see attached) that determined there is "no close or feasible sewer infrastructure available." Options were given to pursue city sewer at the sole cost of the developer. The developers analysis appears to have rejected those options and chose their own. Those options are before the City Council to review. Keep in mind, the cost to developer to construct a sewer line, will not just be the developers burden. It will be passed on to residents whom will be forced to hookup to it when our septic failed and ultimately residents of the City of Bremerton. Their preference to use Helm/Fruitland from Perry Avenue to bring sewer to their proposed development does not consider, among other things, the critical habitat of Enetai Creek that State Fish & Wildlife lists as having salmon that would be dug up and disturbed by the proposed sewer line. **These environmental impacts should be a consideration by the City Council BEFORE it approves sewer hookup.**

Albeit the County DCD would review other permitting related to this potential development, the City Council cannot turn a blind eye to Critical Areas and animal habitat on this parcel. Development of this parcel at such high density will have devastating impact to wildlife and all the residents surrounding it. The traffic alone will overwhelm our neighborhoods due to its location that is at a dead end. This is not an appropriate location for a high density subdivision of this type that sits at a dead end. The developer intends to discharge run off from the developemnt into the Puget Sound waters. It is well known the area consists of significant geological hazards and prone to soil instability. Recent earthquake research

data put a fault line just to the north in Illahee that shows the location at extreme risk of slide and upheaval. It simply is not safe to have so many homes on such unstable ground and discharge run off in such a manner.

Washington State mandates how annexation is handled to protect the rights of the citizens and to keep it a democratic one (RCW Ch. 35.13).

Information about what has transpired between Team4Engineering, the developer Mark Fisher and the Department of Public Works, Utilities and Engineering has been held behind a veil of secrecy to the public and particularly from the residents whom are impacted by the City agreeing to allow a wastewater utility service. My attempts to communicate to city council members about this matter have been ignored. The public has not been allowed to have any input into this process and it appears that *"City Council may, in it's sole and absolute discretion, provide wastewater utility services to properties outside the city limits if certain conditions are met."* "Certain conditions' don't appear to include public comment or opinion.

The public has been given 7-days notice of this review and decision making by the City Council. Is the City Council going to protect the rights of its citizens or use its sole authority and absolute discretion to circumvent the will and the rights of the people for one developer? We at a minimum should be allowed to have more input and time to review the developers sewer analysis. I sincerely hope the City Council will give this thorough review and take into consideration that no resident in the surrounding neighborhood wants this. To ignore our opinions, and move forward with an approval is not what I call a democratic process and certainly will not be protecting the rights to all of its citizens.

I appreciate you taking the time to consider my thoughts and opinions, many that are shared by the overwhelming majority of residents around me. The entire Rozewood Estates neighborhood, as well as the subdivision to the north of 30th adjacent are against this. Many down at Enetai Beach community oppose it as well. I implore the City Council to deny this request for utility hookup. The request is premature and should not be considered until all SEPA review is done related to proposed sewer line(s) options.

Sincerely,

Kathie Lustig
Community Organizer
2811 Rozewood Drive

From: Garrett Jackson <Garrett.Jackson@ci.bremerton.wa.us>
Subject: City of Bremerton, Pending Enetai Utility Service Request
Date: October 3, 2023 at 4:57:19 PM PDT

To: Garrett Jackson <Garrett.Jackson@ci.bremerton.wa.us>
Cc: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>, City Council <City.Council@ci.bremerton.wa.us>, Andrea Spencer <Andrea.Spencer@ci.bremerton.wa.us>, Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>, Ned Lever <Ned.Lever@ci.bremerton.wa.us>, Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>

Interested Citizen - I'm sending you this message because you have shared your contact information with me as an interested party related to annexation and extension of utilities in the Enetai area and there is a pending action that you may be interested in knowing more about. Please see the information below

BACKGROUND: In 2022 a property owner in the Enetai area spoke with staff at the City of Bremerton regarding the potential to either annex their property into the City or the potential to connect to the city sewer without annexation. Enetai is located within an Urban Growth Area (UGA), and with this designation it is anticipated that the area will annex to the City at some point in time. In addition to the area being within Bremerton's UGA, Enetai is also in the City's sewer service area. It is the general policy of the City of Bremerton that properties located outside the City limits annex into the City before sewer utility services are extended outside of City limits. However, the City's adopted policies allow the City Council to review proposals for extension of sewer without annexation if it is infeasible to annex.

ANNEXATION FEASIBILITY: The property owner in Enetai engaged in a public outreach process in the Spring of 2022 (?) to determine if neighboring properties were interested in joining them in annexation, and during that process they were unable to gain enough support to make annexation feasible. Having shown that no other individuals wanted to join their annexation bid, the property owner is now seeking to obtain sewer service from the City without annexation and is following the process outlined in the City's regulations under Bremerton Municipal Code ([BMC 15.03.040\(b\)](#)).

SEWER EXTENSION WITHOUT ANNEXATION: Following the demonstration that annexation is infeasible a property owner can obtain sewer service if it can be demonstrated that providing sewer service to the properties is technically possible and the City Council agrees to approve the extension without annexation. **Since the Spring of 2022 the property owner and the City Engineering Division have been analyzing whether providing sewer service to their property was feasible, and it has been determined that it is possible to provide sewer service to their property. The property owner has now submitted a formal request to the Bremerton City Council to approve extension of sewer service without annexation, and the City Council will soon be reviewing the applicant's request.**

BREMERTON CITY COUNCIL PROCESS & DECISION: The City Council is expected to discuss the proposed extension of utilities without annexation at a Study Session next Wednesday October 11th, with a formal decision potentially anticipated at the regular City Council meeting on Wednesday October 18th. Please note that all Council meetings are open to the public and conducted in a hybrid format that allows attendees to participate either in-person or by zoom. The Council study sessions (in this case October 11) are for the Council to receive information from staff regarding proposals. At study sessions there are no decisions made by the Council and there is also not an opportunity for public comment. The City Council will be encouraging public comments at their October 18th regular meeting regarding this request for extension of sewer service.

BREMERTON CITY COUNCIL MEETING INFORMATION & CONTACT: The City Council staff updates the Council webpage with all meeting information, please see their webpage here for updates: <https://meetings.municode.com/PublishPage/index?cid=BREM&ppid=d33416d7-25d1-44e6-9d32-55b97fa53824&p=-1>. The meeting packets are typically first published the Friday before the meetings, so check that link to obtain the meeting packet information. If you would like to provide public comment to the City Council please use the following email City.Council@ci.bremerton.wa.us.

BREMERTON ENGINEERING CONTACT: If you have questions about proposed sewer service, please contact Manager of Development Engineering Janelle Hitch, 360-473-5285, Janelle.Hitch@ci.bremerton.wa.us.

DEVELOPMENT PERMITTING - KITSAP COUNTY DCD: Please note, the proposal before the Bremerton City Council is limited to a sewer extension request. The City of Bremerton is not the permitting authority for this potential development, it is within the jurisdiction of Kitsap County. If you have questions about the development application status you can contact Kitsap County Community Development at: 360-337-5777, email help@kitsap1.com.

Garrett Jackson

Planning Manager

(360) 473 - 5289

Mailing Address: 345 6th Street, Suite 100

Physical Address: 345 6th Street, Suite 600

Bremerton, WA 98337



November 16, 2021

Attn: FISHER JOHN C & EPP SHAWNA L
6964 WING POINT RD NE
BAINBRIDGE ISLAND WA, 98110-2986

Re: Fisher Plat – BP21 00148

Mr. Fisher,

The City of Bremerton Department of Public Works & Utilities – Engineering has reviewed the submittal package for the Fisher Residential Plat for the presubmittal permit BP21 00148 for the meeting held on October 20, 2021. The Department has also reviewed the contents of the email from Mark Kulhman sent on October 25, 2021.

In response to the presubmittal meeting and the email correspondence, City staff are reluctant to draft a Conditional Utility Availability Letter for the project for the following reasons:

- There is no close or feasible sewer infrastructure available.
- The current 2021-2026 Capital Improvement Program (Six year CIP) does not account for any of the sewer improvements required for the Project as listed in the City's 2014 Wastewater Comprehensive Plan (WWCP). The 2014 WWCP has been attached for reference.

The Developer has the option to explore the route of providing sewer service via septic systems in accordance with Kitsap Public Health District's requirements. If the Developer would like to pursue City sewer service, then the following improvements and alternatives with estimated dollar amounts are available per the 2014 WWCP, and will need to be funded and constructed fully by the Developer:

Alternative #1

CIP ID# and Description	Infrastructure Improvements Details	Estimated Cost with Prevailing Wages
<p><u>NS-5C:</u> Construct pump station TA-3 at along low point of NE Enetai Beach Rd. to convey sewer flow from sub-basin TRT-1. Additionally, install force main along NE Enetai Beach Rd. and Holman St. to convey flow to Perry Ave.</p>	<ul style="list-style-type: none"> • 3,300-gallon wet well with capacity of 900-gpm at 230-ft TDH • 3,900-ft of 8-in force main 	<p>\$ 6.00 million</p>
<p><u>NS-5E</u> Construct gravity sewer from 30th St. along NE Enetai Beach Rd. to proposed pump station TA-3 and along Holman St. from Trenton Ave. to NE Enetai Beach Rd.</p>	<ul style="list-style-type: none"> • 4,200-ft of 8-in gravity sewer 	<p>\$ 1.63 million</p>

Alternative #2

CIP ID# and Description	Infrastructure Improvements Details	Estimated Cost with Prevailing Wages
<p><u>NS-5B (Partial):</u> Construct pump station TA-2 in the vicinity of NE Helm St. and Trenton Ave. to convey sewer flow from sub-basins TRT-4,5, and 6. Wet well to be sized for full buildout conditions with pumps sized for current contribution flows. Additionally, install force main along Sheridan Rd. to discharge into Cherry Ave. Basin in the vicinity of Schley Blvd.</p>	<ul style="list-style-type: none"> • 5,000-gallon wet well with capacity of 1,350-gpm at 210-ft TDH • 3,900-ft of 10-in force main 	<p>\$ 9.48 million (This includes gravity sewer costs not required)</p>
<p><u>Project-Specific Pump Station</u> Construct pump station to convey sewer flow for the proposed development. Install force main from project pump station to pump station TA-2.</p>	<ul style="list-style-type: none"> • Wet well to be sized for development • Force main sized for development 	<p>N/A</p>

Right-of-way acquisition, obtaining easements for access and utilities, obtaining permits from the applicable jurisdictions for both permitting and construction shall be the responsibility of the Developer. All sewer infrastructure shall adhere to the City of Bremerton Engineering Standards and shall adhere to the Bremerton Municipal Code.

If you would like to explore this further please feel free to reach out to me for discussion or to set up a follow up meeting.

Sincerely,

Robert Endsley

Digitally signed by Robert Endsley
DN: C=US,
E=Robert.Endsley@ci.bremerton.wa.us,
O=City of Bremerton, OU=Public Works &
Utilities, CN=Robert Endsley
Date: 2021.11.16 10:47:34-08'00'

Robert Endsley
City of Bremerton, Engineering Division



Team4 Engineering

5819 NE Minder Road
Poulsbo, WA 98370
phone: 360 297-5560

March 28, 2022

Subject: City of Bremerton Annexation

Dear Property Owner:

We are currently investigating the potential community support of an annexation to the City of Bremerton (City) for properties in your Enetai neighborhood. The City has requested we contact other properties in the area so that the annexation petition can include other properties that may be interested in annexing to the City.

The City of Bremerton provides an annexation calculator to assist property owners with estimated costs to individual lots that can be expected after annexation; please feel free to visit the City of Bremerton webpage to utilize this service <https://www.bremertonwa.gov/1002/Annexation-Calculator>. Your neighborhood is labeled as "Enetai". If you have questions regarding City standards, please contact City of Bremerton Planning Manager, Garrett Jackson, (360) 473-5289.

Please complete the enclosed self-addressed, stamped post card and return it to us noting if you are interested in participating in annexation or not.

If you have any questions, please feel free to contact me at (360) 297-5560 for more information.

Sincerely,

Matt Rasmusson, P.E.
Team4 Engineering
Principal Engineer

Please complete and return by
April 29, 2022. Thank you.

Email: _____
Phone: _____

Account:
46320000120004

I am interested in participating
in the annexation.

- YES
 NO



Team4 Engineering
5819 NE Minder Road
Poulsbo, WA 98370

From: Meredith Sobolesky <meredithsobolesky@gmail.com>

Sent: Tuesday, October 10, 2023 9:57 AM

To: City Council <City.Council@ci.bremerton.wa.us>

Subject: Concerns for Sewer Extension Request

Mr. Jeff Coughlin,

I am a resident of the Manette area and it was recently brought to my attention that the city council will be reviewing a service request for sewer hookup by Mark Fisher in regards to his proposed 200+ subdivision development. I had a few concerns as a city resident to allow a non city development use and access to city utilities.

1. What are the environmental impacts of a proposed sewer extension of this magnitude to areas such as Enetai Creek?
2. If such a connection would be approved, who would own the sewer line installed by the developer?
3. Who would maintain the portion of the sewer line including the pump stations required?
4. How would impacts to the current City of Bremerton wastewater treatment plant be impacted by allowing such a utility hookup?
5. What information was used determining the feasibility of providing the sewer service to the property?
6. How will this impact current City of Bremerton residents in the future for taxes funds, and staff required to maintain non annexed properties?

Thank you for representing Manette.

Sincerely,

Meredith Sobolesky

From: John & Kathy Park <jkpark506@yahoo.com>
Sent: Tuesday, October 10, 2023 12:44 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Please listen to those most impacted

I will start by saying I was born in Bremerton in the mid 40s and have lived here my whole life. My family home was off Trenton Avenue and now I live in NW E Bremerton.

I have heard about this possible development and I have a friend who lives off Keel on the edge of this property.

When several homes were built in the early 2000s at the end of Keel off Hillside Drive the water runoff issues negatively impacted homes on the N side of Keel. I can see more issues should this acreage be allowed to move forward.

These small residential streets weren't meant for lots of traffic.

The impact on wildlife will be devastating. "We" are taking down their homes and pushing them into neighborhoods because there is no place for them to go.

I have driven up 30th and looked at the property. So many trees would be lost.

There would have to be so much fill in areas to make it even accessible let alone viable for building homes.

PLEASE - look at this proposal and the property involved and think of the residents around it. There are other properties better suited for this type of development.

Thank you for your time.

From: Robin Smith <moet2@comcast.net>
Sent: Monday, October 9, 2023 7:27 PM
To: KWalters@kitsap.gov
Cc: City Council <City.Council@ci.bremerton.wa.us>
Subject: Proposed Fisher Development

Hello- My message is regarding developer John Fisher and his pursuit of putting 200 homes on 50 acres of forested land bordering 30th Ave, east of Trenton, the east border of Rozewood Estates and the community of Enetai Beach. My home and property are adjacent to the Fisher acreage. I consider myself a steward of my property. I feel that at present there is an abundance of housing being built in this county. The parcel in question here is home to a significant amount of wildlife. I see deer, eagles, hawks daily from my house. In March of 2022, I received a letter about annexing into the City of Bremerton sent out by Mr Fisher's engineers (Team4Engineers). I feel that this letter was not transparent regarding their true goal. Regardless, they didn't break any laws and I believe that this is, in general, how large developers conduct themselves. I do realize that money talks and the government runs on tax dollars. My hope is that our Kitsap County government values our ever shrinking forested habitat and sees fit to not let every square inch of it be destroyed. This isn't a case of "not in my backyard". My backyard just happens to be an important part of the habitat and ecosystem that makes Kitsap County and Washington State one of the most wonderful places in the world.

Sincerely- Robin Smith

From: Carly Rhaburn <carly@gracepointkitsap.com>
Sent: Tuesday, October 10, 2023 8:40 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Enetai

To Whom It May Concern,

My name is Carly Rhaburn and I am the Children's Ministry Director of GracePoint Church in Bremerton, WA. I've lived here almost my entire life--32 years now. My father is a retired homicide detective from the Kitsap County Sheriff's Department. I've lived here long enough to see scores of trees that majestically lined our landscape cut down to build walmarts, starbucks', what it seems like a billion walgreens... 😊 The last 15, I've resided in Enetai off of 30th across from a beautiful parcel of cherished forest-land of old-growth trees that houses an incredible amount of wildlife, as it's a destination for deer coming from the Illahee Preserve.

A developer from Bainbridge Island is pushing to squeeze 200 houses into this small piece of land by circumventing the wishes of everyone who lives around it, and the many people who enjoy walking this very loved block.

I have 3 small children and the more traffic coming through this road is already worrisome, and now this would completely change the landscape and safety of where we live.

Someone once told me "class" was when you know when to say "no" to something; the wisdom to know when to preserve and when to pursue, whether it comes to fashion, architecture, or any decision, really. When will Bremerton have the class to say enough is enough, and preserve the beauty we have?

This just makes me so sad and I wish that there could be a willingness to discuss the cons to this, and make sure this is the right thing to do.

I'm sure the people wanting to build this a) wouldn't want to live there themselves b) wouldn't want someone cutting down a forest of trees to build 200 tiny cookie cutter homes across from where they live c) be forced to hookup to sewer if they don't want to 🙄

My neighbors and I just don't know what to do to have our voices heard.

Thanks for your time.

Carly Rhaburn
Carly@gracepointkitsap.com
360-550-5652

From: Anita <poodlegirl1961@gmail.com>
Sent: Wednesday, October 11, 2023 3:40 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Fisher Development bordering E. 30th East Bremerton

Please DO NOT permit this development.

Access roads cannot support this development.

With 200 additional homes (with 2-car garages, and on-street parking) there will be at a minimum 400 additional vehicles traveling E. 30th street (Main entrance of development) on a daily basis. There are no bike lanes or sidewalks to support this development on any of the roads servicing this development, and all roads are just 2-lane roads – one lane each direction. E. 30th has a steep incline to the immediate west of the entrance of this proposed development which also limits visibility – so another safety concern when accessing the proposed site.

The nearest Kitsap Transit bus stop (serviced only on weekdays – 3 times a day to Bremerton Transportation Center, 6 times a day to Wheaton Way Transit Center) is located approximately 1 mile away.

Unless the Developer (Fisher) is willing to upgrade the public road system for vehicular, bicycle and pedestrian traffic to support this additional burden please do not allow this development.

Also, forcing the public to purchase a sewer hookup (if needed) from a private entity (Fisher) does not appear to be within the scope of the city's comprehensive plan

Please do not push this decision off on Kitsap County to correct your error AFTER you greenlight this project. This would be a waste of taxpayer time and dollars as county residents will not support this action.

Signed,
Anita Banks, Impacted Resident of Kitsap County

Sent from [Mail](#) for Windows

From: Judy McDonald <judymc90@gmail.com>
Sent: Tuesday, October 10, 2023 10:29 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Fwd: Fisher Plat service extension

----- Forwarded message -----

From: **Judy McDonald** <judymc90@gmail.com>
Date: Tue, Oct 10, 2023 at 5:26 PM
Subject: Fisher Plat service extension
To: <citycouncil@ci.bremerton.wa>

Dear City Council members,

Please consider the uniqueness of the Fisher Plat property that will be destroyed by approving the extension of wastewater service. This area has deep ravines, old growth trees, Enetai Creek and its own population of wild life.

Don't look at this strictly from a financial position but instead consider the loss of this natural asset to the community. Please visit the property yourself to see how approval the proposed extension will impact both people and animals. Vote for keeping this area natural versus having it become another housing development.

Sincerely,

Judy McDonald
Manette

From: Larry Beal <beallarry@comcast.net>
Sent: Wednesday, October 11, 2023 9:08 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Sewer Line Extension

Dear Bremerton City Council,

We are very concerned about a proposal by a developer to extend city sewer up to a parcel directly across the street from our home on the corner of NE 30th and Hillside Drive. My understanding is that the purpose of the request before the City Council will allow for the developer to ultimately seek to build 200 homes on the acreage of untouched heavily wooded land that we view daily from the front window of our home.

Please don't approve the request from the developer to put in a city connected sewer system. The developer would then be able to create high-density housing which would negatively affect the traffic in our rural area.

Please consider your decisions carefully and consciously as they have severe ramifications further down the development line.

Thank you for your consideration,
Jill and Larry Beal
Homeowners of 40 Years at 3048 NE 30th Street

From: Tamma Farra <trfarra@colorsonsilk.com>
Sent: Wednesday, October 11, 2023 8:18 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Proposed grant to extend sewer service to development

City Council Members,

I was alarmed to read the editorial in this mornings paper by Katy Lustig regarding the development of a 50 acre parcel just south of Illahee State Park.

The points she made were well taken.

The public did not want this annexation.

As it seems to me, the developer and perhaps the City Council are set to bypass public opinion on this as they meet today to talk about allowing sewer extension.

Please allow more time and include the public before this decision is made.

Tamma Farra
District 3

trfarra@colorsonsilk.com

From: leenrach@juno.com <leenrach@juno.com>
Sent: Wednesday, October 11, 2023 11:04 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: rachnlee@juno.com
Subject: Fisher Development East Bremerton

City Council Members,

I want to express my opposition to the 200 home development being planned for East Bremerton in the area south of 30th street. I live on Viewcrest Drive.

- 1) The area is on a steep slope that has a history of sliding.
- 2) 200 homes is too dense of a development for the neighborhood, the roads can't support the traffic.
- 3) I don't want to be forced, now or in the future, to hook up to public sewer. I just installed a new septic system at great expense.

Lee Parsons

From: Rebecca Chappell <rebellen22@gmail.com>
Sent: Wednesday, October 11, 2023 1:19 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: kathie.lustig@icloud.com
Subject: Proposed subdivision off 30th in Bremerton

I would like to express my opposition to the proposed development of the 50 acres off of 30th in Bremerton. It appears that the city is more influenced by deep pockets than by the citizens they represent. I feel that this subdivision does not follow the same requirements that the homeowners in this area have to meet to build. This development seems like a case of a big builder buying their way around the codes. They are being given a green light despite the opposition of and impact on the existing neighborhood. The proposed density is much higher than the surrounding neighborhoods. This new subdivision will completely destroy an untouched forest. Has there been studies done on the effects of removing all the trees on runoff and erosion? Has the city reviewed the plans for this development to determine if they fit, or if they will just be an eyesore and damaging to the surrounding neighborhood? What is been done to mitigate the impact of increased traffic? This development is not a good fit for this area!

--

Sincerely, Rebecca

From: Roberta Steen <bellagranny4@gmail.com>

Sent: Wednesday, October 11, 2023 1:47 PM

To: City Council <City.Council@ci.bremerton.wa.us>

Subject:

No way should we allow more developers to circumvent what is the best for the neighborhood over the reach of the hunt for mighty dollar we have too many developers wanting to put more high density apts an houses in neighborhoods that ruin the reason we settled in those areas I for one will fight it if it gets any worse in my neighborhood

From: Judy McDonald <judymc90@gmail.com>
Sent: Wednesday, October 11, 2023 1:45 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Fisher parcel Wildlife examples

This property is a sanctuary to many deer as well other wildlife that make this their home. Where will they go if Bremerton assists the owner to profit from its destruction?

Judy McDonald



From: Felicie Griffin <feliciennegriffin@gmail.com>
Sent: Wednesday, October 18, 2023 5:28 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Public Hearing on Resolution No. 3367

I am unable to make the public hearing tonight due to illness, so I am writing in opposition to the sewer extension to the Fisher plot. There are numerous reasons why but I wanted to address something that the City discussed during the study session last week. A statement was made by two people that it is not up to the city to consider what the county does, it is the city's job to approve or disapprove the sewer connection only. I would like to point out to the council member and public works department that this goes against your guidance.

Let me point out the Vision 2050; A plan for how and where we grow. You use this to develop the city's comprehensive plan, and guarantees you work closely with the county and multi-county governments for the greater good.

The plan includes a Regional Growth Strategy that focuses growth in centers and near transit, with the goal of sustaining and creating different types of urban communities, while preserving the region's working resource lands and open spaces. It directs PSRC to work with others to conserve, restore, and steward the region's open space and natural environment.

It states the region will protect natural areas and enhance the tree canopy. It guides growth that reduces development pressures that threaten farms, forests, and natural areas.

VISION 2050 supports the work of the Puget Sound Partnership to promote a coordinated approach to watershed planning and restoring Puget Sound. Key strategies for helping Puget Sound include protecting open space and restoring urban lands through redevelopment and public investment.

There is nothing about this proposed development that is low impact, will be a steward of the environment or retain tree canopies.

The goals of this document is to protect and restore natural resources that sequester and store carbon such as forests, farmland, wetlands, estuaries, and urban tree canopy. It also works to protect and enhance significant open spaces, natural resources, and critical areas. If you look at any county or state map you will see that this proposed area of development is exactly why you should care.

Further quote: Cities have an important role in accommodating new growth and taking development pressure off resource areas.

Per the regional open space network, we are in a parks gap (orange priority 4 and surrounded by 3). This area hosts walking trails, promotes biking, and helps the surrounding community stay cool in the summer, protecting us from storms, recharges our groundwater and protects endangered wildlife.

The whole parcel is marked as Farmland of statewide importance. The only thing better than that is the areas that would be contaminated by runoff which are marked "all areas are prime farmland". This land should be protected at all costs and not subjected to a developer who spends most of their time in London.

Furthermore, in WA State Department of Commerce guidance, the quality of groundwater in an aquifer is inextricably linked to its recharge area. Where aquifers and their recharge areas have been studied, counties and cities should use this information as the basis for classifying and

designating critical aquifer recharge areas. This area is marked as a Critical Recharge 1, very important for our safe, clean drinking water.

The engineer said the plot has wetlands, Commerce states Counties and cities are encouraged to make their actions consistent with the intent and goals of "protection of wetlands," per executive orders.

Again, cooperative and coordinated land use planning is critically important among counties and cities in a region for preserving fish and wildlife habitat conservation is the management of land for maintaining species in suitable habitats within their natural geographic distribution so that isolated subpopulations are not created. You cannot become isolated in your silo.

To bring it a little closer home, the Bremerton Comprehensive Plan Environmental Chapter's own vision is "Protect Bremerton's natural environment by meeting the needs of today's citizens without compromising the needs of future generations." As one council member stated, the incorporation of Enetai is inevitable. So not considering us now is not meeting the needs of future generations.

The goals of the Environment Element section are:

Stewardship: Provide stewardship by considering long-range implications of City policies on the environment, to conduct City operations in a manner that protects the environment.

Earth: Preserve and enhance vegetation and earth resources.

Water: Protect water resources for present and future generations.

Air: Ensure compliance with good federal, state, regional, and local air quality standards through coordinated, long-term strategies.

So what do we have and what does your plan say?

Wetlands. Wetlands help to maintain water quality; store and convey stormwater and floodwater; recharge groundwater; provide important fish and wildlife habitat; and serve as areas for recreation, education, scientific study and aesthetic appreciation. The City's overall goal shall be to achieve no net loss of wetlands.

Critical Aquifer Recharge Areas. Groundwater from aquifers provides a source of potable water and contributes to stream discharge/flow. Critical aquifer recharge areas contribute to the recharge of aquifers, springs and/or wells and are susceptible to contamination of water supplies through infiltration of pollutants through the soil. City residents rely on an essential life-sustaining safe drinking water supply.

Geologically Hazardous Areas. Regulation of geologically hazardous areas is meant to protect human life and property from potential risks related to development on or near geologically hazardous areas. Geologically hazardous areas include areas susceptible to erosion, sliding, geologic events, landslides, and moderate and steep slope areas.

Priority Habitat & Species. Identification of priority habitats and species is required when evaluating critical area sites where wetlands and/or Fish & Wildlife Conservation Areas are present.

Tree Canopy. Maintain and improve the City's tree canopy. This combats heat islands.

On all the maps presented during a City study presented recently, I quote “they showed the importance of keeping our resources as is.”

We recently received an annexation request as you know. In the annexation FAQ from the city of Bremerton website, I quote “The City is conscientious of neighborhood compatibility and requires that new development be at a similar density to the homes around it”. I share a property line with Fisher’s development and I have a single family home on 4 acres. The others bordering him are 2-5 acres, with the smallest lots at 1/4 acre. The surrounding area is mostly sized at the 2-5 acre range but even the smallest lots in the surrounding neighborhoods are still large enough to have their own septic. The idea to put 189 homes on this plat would be scrutinized if the city considered their own density fact.

Even closer to home, in an email from Janelle Hitch dated May 19, 2022 she states:
Upon receipt of a Utility Availability Request, the City will initiate the process to consider the request for sewer extension for the proposed development.

She listed 7 criteria used in the evaluation of sewer extension. I believe the Public Works provided 5 of those in their study session last week. The two that were not discussed will need to be answered prior to your decision. She states they are:

- Understanding of needed dedications, easements, and right-of-way for construction and operation of the proposed system.
- Impacts to critical areas and potential mitigation requirements.

This implies that it is not up to the county or the permitting to figure it out.

I hope you vote to reject the sewer extension.

Thank you,
Felicienne Griffin and Jesse Matheson
3047 Rozewood Dr.

From: kathie.lustig@icloud.com <kathie.lustig@icloud.com>

Sent: Wednesday, October 18, 2023 4:35 PM

To: City Council <City.Council@ci.bremerton.wa.us>

Subject: Exhibits for Meeting / Pending Enetai Utility Service Request

Dear Bremerton City Council,

Please see documents for your review

Kathie Lustig



BEN B. CHENEY FOUNDATION

"Helping people and their communities"

May 6, 2016

Delivered by Hand May 10, 2016

To: David Greetham

Kitsap County Planning Supervisor

Re:	Parcel No.	Acres
	072402-2-005-2000	22.34
	072402-2-004-2001	19.66
	072402-2-006-2009	3.96
	072402-2-012-2001	9.58
	072402-2-013-2000	9.59
	Total acres	65.13

Dear Mr. Greetham:

I am writing to you as authorized agent for the above-referred properties. These properties have been owned by the Cheney family or their related entities since 1955. Currently, the properties are owned as tenants in common between Entetai Beach, LLC (owned in part by my sister Piper Cheney and me, or related trusts) and the Ben B. Cheney Foundation (referred together as "Owners").

As noted in the Central Kitsap Preferred Alternative Zoning Changes, Kitsap County Planning Department is recommending that the above-referenced properties be restricted by changing the zoning designation for the property from Urban Low Residential (5-9 du/ac) to Urban Restricted (1-5 du/ac).

We Owners are strongly opposed to rezoning the property to Urban Restricted and request that the zoning designation remain as Urban Low Residential.

The rationale for our request includes the following:

1. Kitsap County performed a thorough comprehensive plan analysis in 2012 and designated the properties Urban Low Residential (5-9 du/ac). There is little justification to reduce the potential density of the site to Urban Restricted (1-5 du/ac). Planning staff has advised that the rationale for restricting the zoning designation to Urban Restricted (1-5 du/ac) is due to the steep slopes and other physical characteristics of the parcels. The Owners note that all physical features relating to the Property, including critical areas, have remained unchanged since 2012 and the Urban Low Residential designation was reasonable at that time, and remains reasonable at the present time.

2. The Property remains one of the largest, undeveloped water-front, residential properties in Kitsap County. Due to its size, any development of the Property would need to be approved through the Kitsap County subdivision code, Chapter 16.04. This subdivision code provides broad authority to Kitsap County to "regulate the segregation of land and to promote the public health, safety and general welfare in accordance with standards established by the state and county to prevent the overcrowding of land..." and address adverse impacts arising from the development of the parcels. See, KCC 16.04.020. A "strategic" reduction of the density for these parcels is not necessary to mitigate for topography or steep slope as those issues will need to be addressed through the subdivision process.

3. The Property is diverse in nature and does not deserve an overall designated change. Surrounded by residential subdivisions to the west and north the Property lends itself to future residential development. The Property does have slopes, wetlands, and habitat protection areas. If future development occurs it would need to be approved through a variety of additional codes within Kitsap County to address density and development concerns, including without limitation Title 12, Storm Water Drainage; Title 13, Water and Sewers; 14, Buildings and Construction; Title 18, Environment; Title 19, Critical Areas Ordinance; and Title 22, Shoreline Management Master Program. A “strategic” reduction of the density for these parcels is not necessary to mitigate for topography or steep slope as those issues will need to be addressed through the various development regulations noted above.

4. A reduction to the potential density within the properties is inconsistent with several policies within the Kitsap County Comprehensive plan to encourage growth within the urban areas. This property is designated within the Urban Growth Boundaries for the City of Bremerton. Moreover, the website for Kitsap County acknowledges that a reduction in density may impact “zones being suggested for changes to decreased density, generally to avoid development in critical areas and protect rural areas.” Again, this Property is located in an urban area, not rural. The properties immediately adjacent to the Enetai Beach community, which remains highly developed at a much higher density than is being proposed for the property as Urban Restricted. To the undersigned’s knowledge, the planning department’s request for a reduced density of the property to Urban Restricted is the only decreased density proposal for residential use in an urban area in Kitsap County.

Proposed Mitigation.

We Owners of the Property are strongly opposed to changing the existing zoning from urban low residential to urban restricted. As a compromise to the County’s proposal we have filed and recorded boundary line adjustments (**Recording #201605060109-May 6, 2016**). We propose and would support the property having two zoning designations. As you can see by the attached map “Revised Parcels” as file with the County, we propose that the parcels A, D, and E remain Urban Low Residential (5-9 du/ac). As a note, Parcels A & D about the residential neighborhood and Parcel E has opportunity for further waterfront development. Parcels B & C we propose be designation Urban Restricted (1-5 du/ac) due to slopes, springs and topography constraints.

We greatly appreciate your consideration of this proposed mitigation. If you have any questions I can be reached at (253) 572-2442 or brad@bencheneyfoundation.org.

Very truly yours,



Bradbury F. Cheney

Cc: Mark Holcomb, Attorney

After Recording, Return to:

Ben B. Cheney Foundation
3110 Ruston Way, Suite A
Tacoma, WA 98402-5307

BEN CHENEY FOUNDATION 201605060109
Boundary Line Adjustment Rec Fee: \$ 79.00
05/06/2016 12:13 PM Page: 1 of 7
Dolores Gilmore, Kitsap Co Auditor



DECLARATION OF BOUNDARY LINE ADJUSTMENT

Assessor's Tax Account Numbers:

07-24-02-2-013-2000, 07-24-02-2-012-2001, 07-24-02-2-006-2009,
07-24-02-2-004-2001 & 07-24-02-2-005-2000

Location: NE ¼ & NW ¼ Section 7, Township 24 North, Range 2 East, W.M.
Kitsap County, Washington

Applicants / Declarants / Owners of Record:

Enetai Beach LLC and Ben B. Cheney Foundation

CURRENT Legal Descriptions:

Parcel A

The Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 7,
Township 24 North, Range 2 East, W.M., Kitsap County, Washington;
EXCEPT NE 30th Street.

Parcel B

The Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 7,
Township 24 North, Range 2 East, W.M., Kitsap County, Washington;
EXCEPT Ridgeview Drive NE and EXCEPT NE 30th Street.

Parcel C

The South Half of the South Half of Government Lot 1, Section 7, Township 24 North,
Range 2 East, W.M., Kitsap County, Washington; TOGETHER WITH Tidelands of the
Second Class to the Line of Extreme Low Tide fronting or abutting thereon.

Parcel D

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in
Kitsap County, Washington, described as follows:
Beginning at the Northwest Corner of said Lot 2; thence south along the west line of said
lot to the Southwest Corner thereof; thence east along the south line of said lot, 660 feet;
thence north 1320 feet, more or less, to a point on the north line of said Government Lot
2 which is 660 feet east of the Northwest Corner of said Government Lot 2; thence west
along said north line to the Point of Beginning; EXCEPT that portion conveyed to Kitsap
County for Hillside Drive NE under Auditor's File No. 1026662.

EXCISE TAX EXEMPT MAY 06 2016

Property Taxes are paid thru: 12/31/2016.

DECLARATION OF BOUNDARY LINE ADJUSTMENT Page 2

Parcel E

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:
Commencing at the Southwest Corner of said Government Lot 2; thence east along the south line of said Government Lot 2, a distance of 660 feet; thence North 330.24 feet to the TRUE POINT OF BEGINNING; thence S 88°29'35" E, 925.0 feet, more or less, to the Government Meander Line; thence northerly along said Meander Line to the Northeast Corner of said Lot 2; thence west along the north line of said Government Lot 2 to a point 660 feet east of the Northwest Corner of said Government Lot 2; thence south to the True Point of Beginning; TOGETHER WITH Tidelands of the Second Class, as conveyed by the State of Washington, situate in front of, adjacent to or abutting the south 330 feet of said land.

NEW Legal Descriptions:

Parcel A

The Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 24 North, Range 2 East, W.M., Kitsap County, Washington; TOGETHER WITH the west 200 feet of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 24 North, Range 2 East, W.M., Kitsap County, Washington; EXCEPT NE 30th Street.

Parcel B

The Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 7, Township 24 North, Range 2 East, W.M., Kitsap County, Washington; EXCEPT the west 200 feet thereof; EXCEPT Ridgeview Drive NE and EXCEPT NE 30th Street; TOGETHER WITH the South Half of the South Half of Government Lot 1, Section 7, Township 24 North, Range 2 East, W.M., Kitsap County, Washington; TOGETHER WITH Tidelands of the Second Class to the Line of Extreme Low Tide fronting or abutting thereon.

Parcel C

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:
Commencing at the Southwest Corner of said Government Lot 2; thence east along the south line of said Government Lot 2, a distance of 660 feet; thence North 330.24 feet to the TRUE POINT OF BEGINNING; thence S 88°29'35" E, 925.0 feet, more or less, to the Government Meander Line; thence northerly along said Meander Line to the Northeast Corner of said Lot 2; thence west along the north line of said Government Lot 2 to a point 660 feet east of the Northwest Corner of said Government Lot 2; thence south to the True Point of Beginning; EXCEPT the west 200 feet thereof.
EXCEPT that portion thereof lying southerly of a line running from a point on the west line thereof, 500 feet south of the northwest corner thereof northeasterly 875 feet, more or less, to a point on the east line thereof which is 200 feet south of the northeast corner thereof.

DECLARATION OF BOUNDARY LINE ADJUSTMENT Page 3

Parcel D

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Beginning at the Northwest Corner of said Lot 2; thence south along the west line of said lot to the Southwest Corner thereof; thence east along the south line of said lot, 660 feet; thence north 1320 feet, more or less, to a point on the north line of said Government Lot 2 which is 660 feet east of the Northwest Corner of said Government Lot 2; thence west along said north line to the Point of Beginning; EXCEPT that portion conveyed to Kitsap County for Hillside Drive NE under Auditor's File No. 1026662;

TOGETHER WITH the west 200 feet of the following described property:

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Commencing at the Southwest Corner of said Government Lot 2; thence east along the south line of said Government Lot 2, a distance of 660 feet; thence North 330.24 feet to the TRUE POINT OF BEGINNING; thence S 88°29'35" E, 925.0 feet, more or less, to the Government Meander Line; thence northerly along said Meander Line to the Northeast Corner of said Lot 2; thence west along the north line of said Government Lot 2 to a point 660 feet east of the Northwest Corner of said Government Lot 2; thence south to the True Point of Beginning.

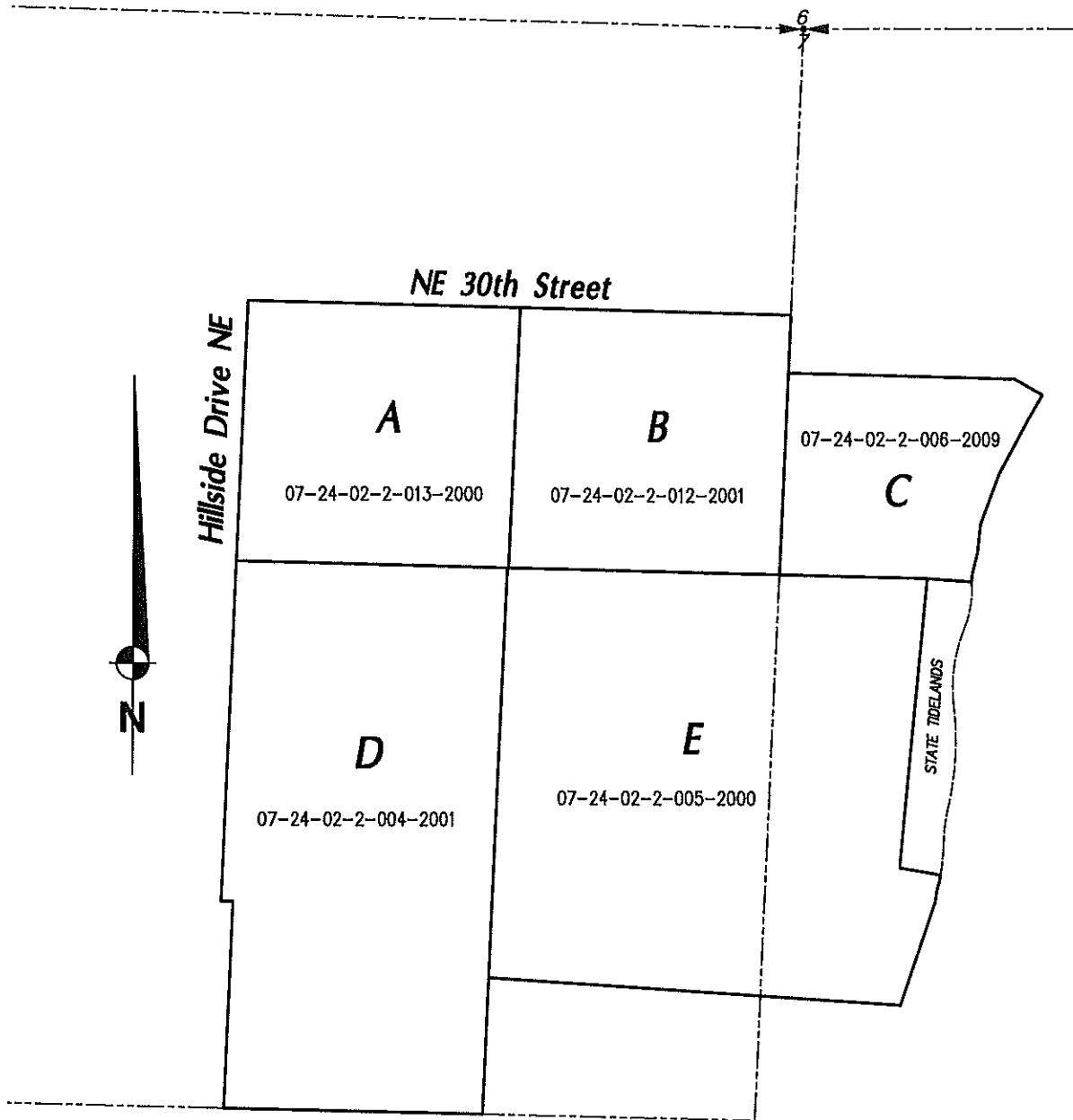
Parcel E

That part of Government Lot 2, Section 7, Township 24 North, Range 2 East, W.M., in Kitsap County, Washington, described as follows:

Commencing at the Southwest Corner of said Government Lot 2; thence east along the south line of said Government Lot 2, a distance of 660 feet; thence North 330.24 feet to the TRUE POINT OF BEGINNING; thence S 88°29'35" E, 925.0 feet, more or less, to the Government Meander Line; thence northerly along said Meander Line to the Northeast Corner of said Lot 2; thence west along the north line of said Government Lot 2 to a point 660 feet east of the Northwest Corner of said Government Lot 2; thence south to the True Point of Beginning; EXCEPT the west 200 feet thereof.

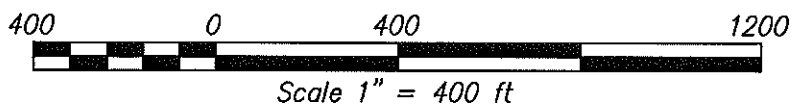
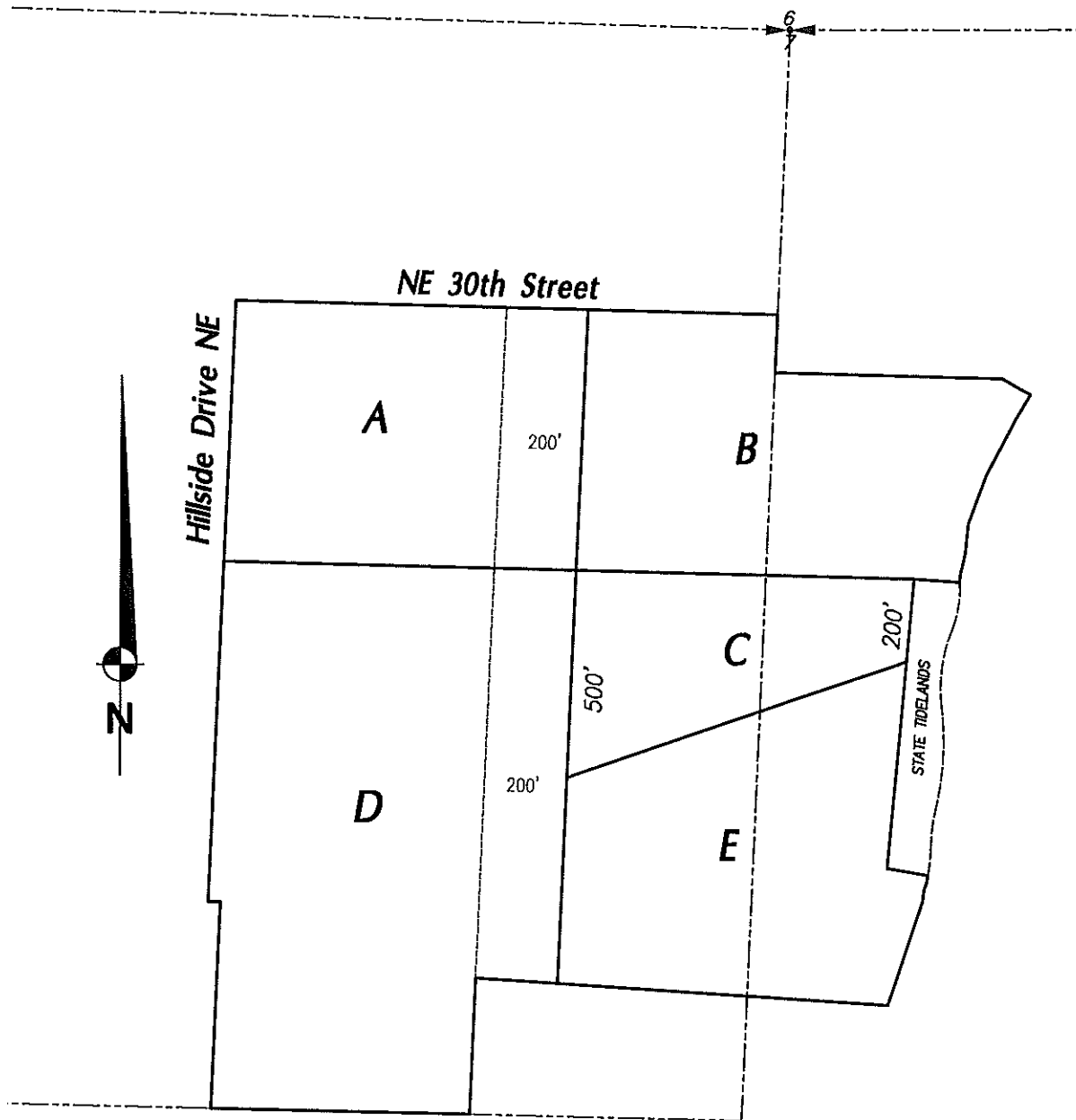
EXCEPT that portion thereof lying northerly of a line running from a point on the west line thereof, 500 feet south of the northwest corner thereof northeasterly 875 feet, more or less, to a point on the east line thereof which is 200 feet south of the northeast corner thereof.

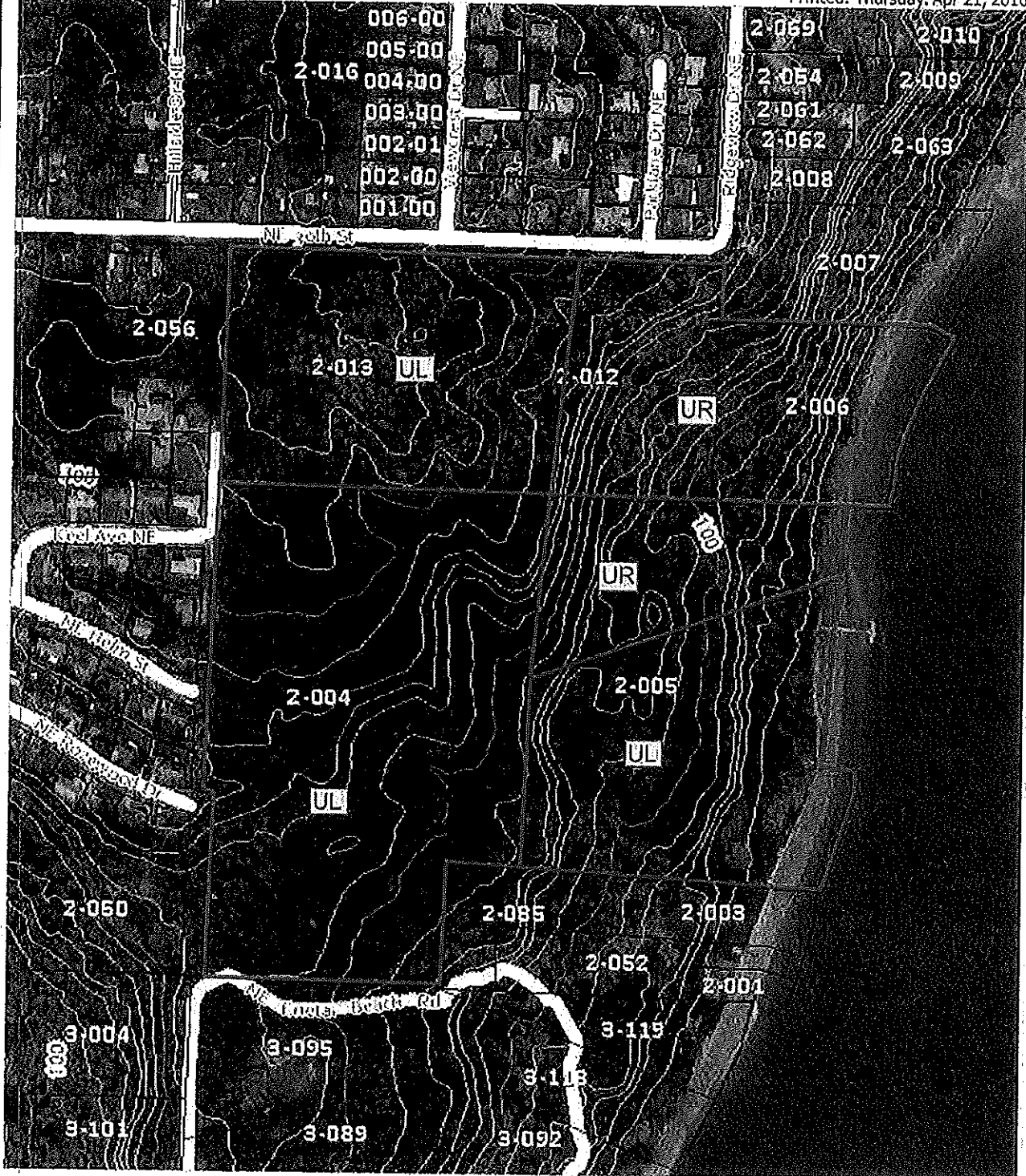
ORIGINAL PARCELS



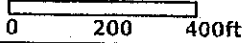
Scale 1" = 400 ft

REVISED PARCELS





** This map is not a substitute for field survey **



Comments

REVISED BLA
 PROPOSED BLA

Recording # 20160506109





FISHER PLAT PROJECT PROPOSAL / NARRATIVE

September, 2021

Name of Project:

Fisher Plat

Address of Project:

[two parcels, both with “No Situs Address” per Kitsap County Parcel GIS]

Applicant and Property Owner (per Kitsap County Parcel GIS):

FISHER JOHN C & EPP SHAWNA L
6964 WING POINT RD NE
BAINBRIDGE ISLAND, WA 98110

Contacts:

Team 4 Engineering (consultant):

- Mark Kuhlman, P.E. (project manager)
5819 NE Minder Rd
Poulsbo, WA 98370
(360) 297-5560
- Timothy Witten (project coordinator, alternative contact)
(206) 858-0162

Project Location, Assessor’s Account Numbers and Legal Descriptions:

The proposed project is located in the Bremerton Urban Growth Area, but has not been annexed into the City of Bremerton, and remains in unincorporated Kitsap County. It is located in what is known as the Enetai neighborhood, just north of the city boundary of the City of Bremerton, overlooking Port Orchard (the water body) to the east, and bounded by the following streets: Hillside Drive NE, NE 30th Street and NE Enetai Beach Road.

Project Location Photographs



From the north – 30th Street



From the west – Hillside Drive



From the west – Hillside Drive



From the west – Keel Avenue

Comprehensive Plan Designation and Zone

Both parcels for the proposed project are zoned Urban Low Residential, and are situated in the East Bremerton Urban Growth Area (see Exhibit D).

Existing and Adjacent Land Use:

- Site: Currently, two parcels, totaling 36.7 acres. The site is vacant, densely forested and the terrain is flat to rolling to steeply sloped -- up to approximately 40% in areas.
- North: ROW of 30th Street NE, across which lie approximately seven single-family house lots, including some in Wischhoefer's Second Addition. The area is zoned Urban Restricted.
- East: Four parcels, all vacant/undeveloped and all zoned Urban Restricted – three of which are owned by the Pensco Trust/John Fisher IRA, and one of which is owned by Thomas and Sharon Kubisa. The parcels range in size from approximately 2.5-11.5 acres.
- West: ROW of Hillside Drive NE (constructed) and Cheney Street (platted); Rozewood Estates Number Three, Short Plat 7283, Short Plat No. 61, all single-family homes and the area is zoned UL and UR.
- South: One single-family house lot of approximately 5 acres in size, owned by Mark and Jennifer Hightower. NE Enetai Beach Road runs parallel, and in close proximity, to the shared boundary.

Project Proposal - Introduction:

The proposed project is to develop this UL-zoned property into a single-family, detached home subdivision. At this preliminary, investigative stage – three similar, but different lot configurations – or “options” – are being considered for development of the property into single-family residential lots, with general conformance with Kitsap County zoning specifications for Urban Low Residential zoning (5-9 du/ac) and City of Bremerton R-10 zone requirements. While all three options have in common the characteristics, features and issues discussed below in the “Topics for Discussion” portions of this proposal, the differences among them are as follows:

Option 1: (by Map Ltd.) 166 single-family detached house lots, as depicted in Exhibit A

Option 2: (by Team 4) 189 single-family detached house lots, with a minimum width of 50 feet per lot, as depicted in Exhibit B

Option 3: (by Team 4) 189 single-family detached house lots, with a mix of 62 lots at 40 feet wide and 127 lots at 50 feet wide, as depicted in Exhibit C

In brief, the three options offer diverse balances of the variables of density, affordability, preservation of existing landforms and habitat, and connectivity to existing neighborhood and as follows:

Option 1 provides the lowest density and the greatest natural feature preservation, but offers less affordable lots, a lower variety of lot size and only minimum connectivity.

Option 2 is the most intense, but offers more desirable lots – in part because they are almost entirely uniform in size, offers significant street connectivity, but has a lower level of preservation.

Option 3 offers a greater variety of lot size, improves natural feature preservation to a greater degree than Option 2, and has the highest level of street connectivity and attendant traffic dispersal.

Project Proposal – Topics for Discussion:

- 1) Jurisdiction:** The property is in unincorporated Kitsap County, but is in the City of Bremerton Urban Growth Area (see Exhibit D). The City and County do not have an Interlocal Agreement and therefore the review and approval process will be through Kitsap County DCD with the County Zoning Ordinance and Critical Area Ordinance to be followed unless we annex into the City.

As discussed below, sanitary sewer will be provided by the City of Bremerton. The City, through Ordinance 5306 has revised Section 15.03.040 of the Zoning Ordinance to require properties requesting sanitary sewer service to be annexed to the City. There is an exemption section that will allow the City Council to extend service without annexation if annexation appears unfeasible. We must address this with the City in order to finalize the site plan for compliance with the appropriate Zoning Ordinance.

Therefore, we need to discuss and determine the viability of annexation in concert with the City. The site is remote from existing city limits, but existing Power of Attorney agreements with existing parcels may allow a successful process.

- 2) Utilities:** The site is within the City of Bremerton Sanitary Sewer service area as stated above. The site will need a Pump Station with a force main delivering the sewage to the existing City system. We anticipate that the city will require the sewage to be pumped to an existing pump station near 30th Street and Perry Avenue. We should discuss the capacity of the City's existing infrastructure and identify any upgrades that may be required.

Water service will be from North Perry Water System. At this time, we do not know if the District's existing infrastructure is suitably sized for our additional demand. We will coordinate with NPWS for service and any required upgrades.

We expect the development will be served by Puget Sound Energy and Cascade Natural Gas.

- 3) Critical Areas:** The Fisher holdings include areas not included in this development proposal. These areas, as well as areas within the development proposal, include critical areas such as steep slopes, streams, wetlands, and eagle trees.

We will retain a Geotechnical Engineer to identify the steep slopes to define setbacks and work methods to allow reconfiguration of the slopes, and to define other geotechnical design parameters. This work will address all the Fisher holdings as future work outside of the plat boundaries will occur in or near steep slopes.

It is intended that the proposal will include the development and enhancement of the views from the site through selective tree removal. The geotech, together with the arborist, will define the requirements for the safety of this work.

The geotechnical analysis will determine the acceptability of our grading plan to ensure slope stability and erosion control. Setbacks from top of slope and methodology of fill on existing slopes will be important factors in the ultimate configuration of the lots and associated infrastructure.

Stormwater management infrastructure and possibly water distribution facilities will be built on land outside the plat boundary. The construction of these facilities will need to comply with Geotech requirements provided in the Geotechnical Engineering Report for the project.

We will retain a biologist to address any wetlands or streams that may exist onsite of the plat or near the boundary of the plat as buffers may encroach onto the development. The Biologist will need to address the Bald Eagle nests/perch trees reported to be on the site. The Bald Eagle is no longer listed as an endangered species, but some construction limitations may be proposed or required within 300 feet of a nesting eagle.

- 4) Traffic:** The project will engage a Traffic Engineer to prepare a Traffic Impact Analysis (TIA). This project will generate about 2000 end trips per day that may negatively impact Level of Service in the surrounding road network.

The development options include varying degrees of street connectivity. We will look to the City and/or the County to provide input on a preferred option; once that option has been chosen, the TIA will be undertaken.

The Traffic Consultant will coordinate with the Engineering Departments at the County and City as those agencies will review the predicted trip generation and distribution and

identify intersections for potential further study. We hope the City will share known concerns at the Pre-Submittal Meeting.

- 5) **Views:** The desirability of lots within the development will be increased significantly if the view potential of the site can be enhanced. Currently the view is obstructed by trees on adjacent Fisher holdings (to the east; see figure on page 2). Therefore, tree removal outside of plat boundaries is proposed. We hope the City can provide guidance on this process.
- 6) **Streets:** Kitsap County and the City of Bremerton have Street Standards that define construction of streets to be Public Right of Way streets to be maintained by the jurisdiction. The standards do not match. The County discourages development of public streets in residential developments; private streets are preferred to eliminate long term maintenance expenses. On the other hand, our understanding is that the City of Bremerton still accepts Public Streets. We will need to determine which jurisdiction will process the application and select which standards we will adhere to. Because this area will ultimately – if not immediately – be within the Bremerton city limits, we may choose to use the Bremerton Street Standards so that the streets will in due course be dedicated to, and maintained by, the City.

Please note that Map Ltd's layout (Option 1) did not include improvements to the Hillside ROW; it is assumed this was done to allow the neighbors to see/feel less change by retaining a somewhat wooded strip and pedestrian path.

We consider this as an option for us, but we want to hear from the City and perhaps the County on their preference/thoughts on the concept of street connectivity. The Rozewood Estates plat (to the west) has dead end streets that likely expected Hillside to be constructed and provide connectivity for emergency vehicle access and safety.

- 7) **Stormwater Management:** The stormwater management systems today require Quantity Control and Quality Enhancement facilities to comply with state mandated requirements. Because the Fisher holdings include waterfront, we propose to provide quantity control by using direct discharge to the bay. The use of direct discharge will simplify the design and construction required. This approach may require a Shoreline Substantial Development Permit (SSDP) unless we can keep the cost of construction within 200 feet of the shoreline below a threshold cost. We hope the City can clarify and stipulate if the SSDP is required.
- 8) **Process:** Both the City and County include the SSDP and the Preliminary Plat as Type III processes, meaning a public hearing is required.

Exhibits

Exhibit A – Option 1: By Map Ltd, 166 lots, 40' x 100'

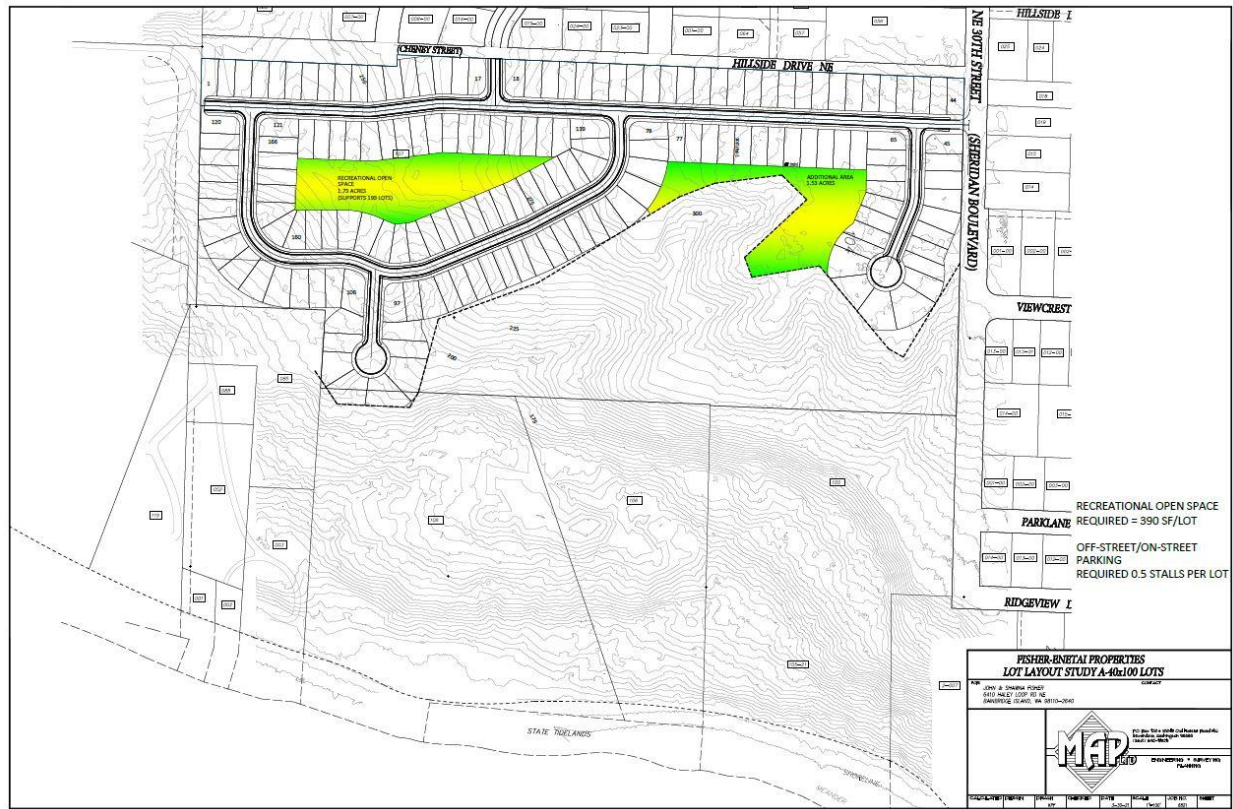
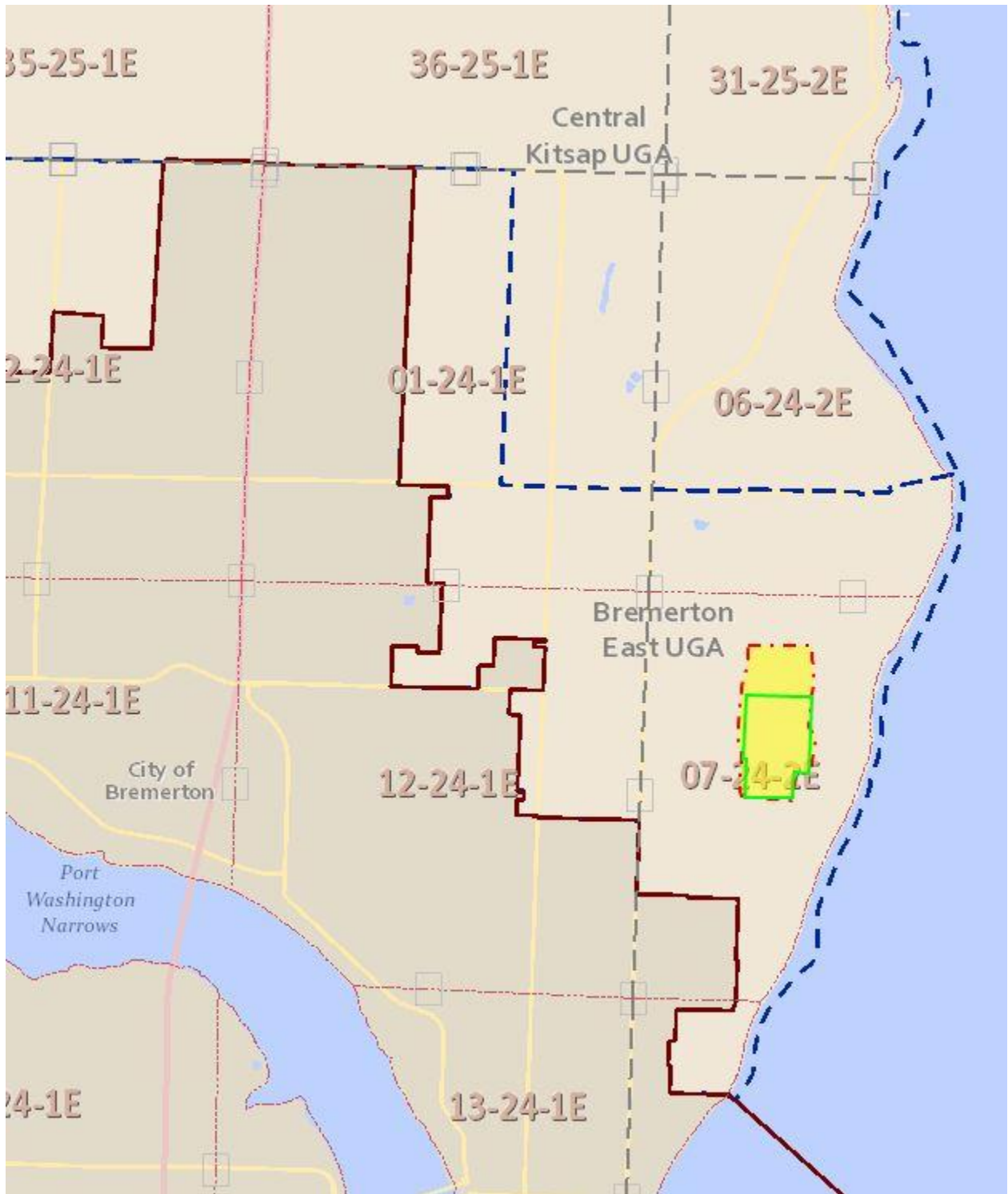


Exhibit D: Fisher property in relation to area UGAs and current City Limits





Search Options

- Parcel No
- Site Address
- Mail Address

Parcel Search

Show results in a table, not the map.

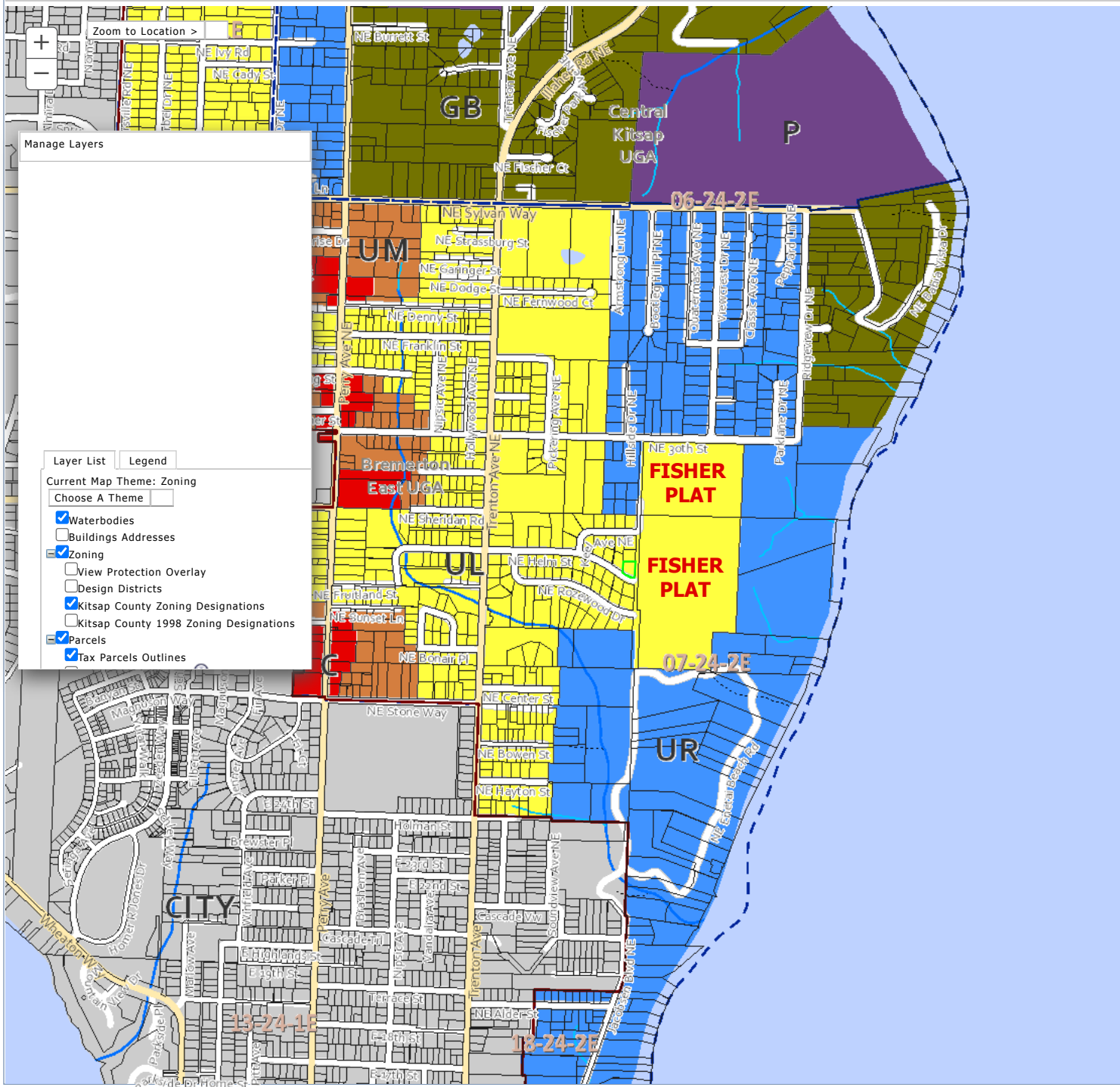
Map Scale: 1 : 10,000

Contact GIS

Disclaimer

Home

Zoom In Zoom Out Full Extent Prev Extent Next Extent Pan Draw Measure Layers Results Print



Manage Layers

Layer List Legend

Current Map Theme: Zoning

Choose A Theme

- Waterbodies
- Buildings Addresses
- Zoning
 - View Protection Overlay
 - Design Districts
 - Kitsap County Zoning Designations
 - Kitsap County 1998 Zoning Designations
- Parcels
 - Tax Parcels Outlines



Search Options

- Parcel No
- Site Address
- Mail Address

Parcel Search

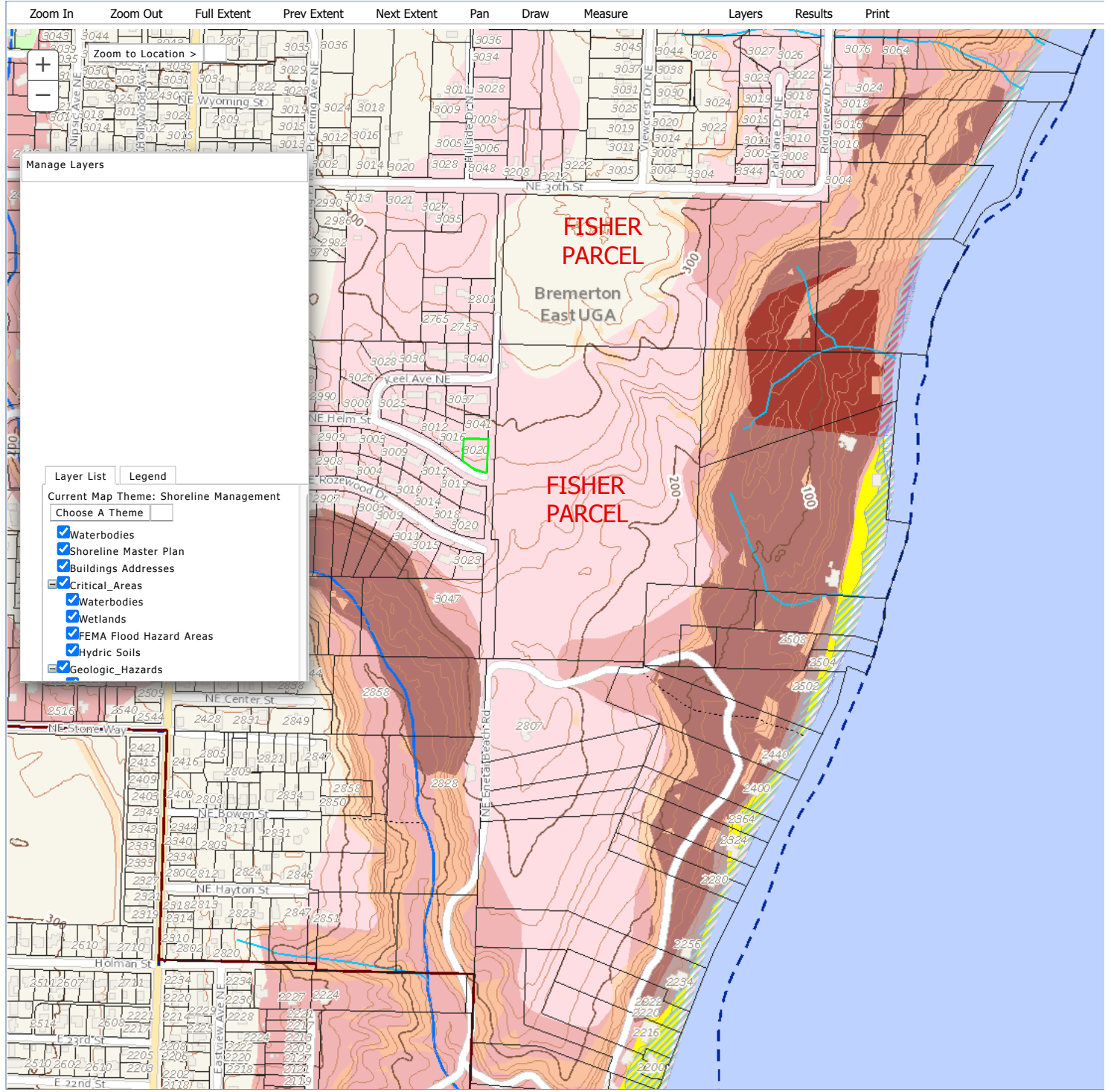
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Map Scale: 1 : 4,800

Contact GIS

Disclaimer

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**Published for
October 18
Council Meeting**

Item 3 – Mayor’s Report

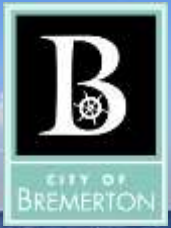


MAYOR'S REPORT

October 18, 2023

BREMERTON
WASHINGTON





Salvation Army Shelter

- Worked with Salvation Army as partner to open winter shelter early, beginning on Nov. 1 (typically open in December)



Quincy Square Update Bremerton Rotary Club Donation

The Bremerton Rotary Club has committed to donate \$100,000 for construction of Quincy Square:

- Bremerton Rotary supports the Bremerton community through many events and programs including: the Blackberry Festival, scholarship programs, Avid program, and Evergreen Rotary Park



Quincy Square Update Operations and Activation Plan Development

Quincy Square is a unique asset that will require maintenance, event programming, and event operations

- Planning will ensure that Quincy Square endures as a destination for community, arts, and culture in Bremerton

Biederman Redevelopment Ventures (BRV) has been hired to develop the plans

- BRV has extensive experience in revitalizing, maintaining, operating, and programming public spaces including Bryant Park in NYC and Salesforce Park in San Francisco



Quincy Square Update Operations and Activation Plan Development (cont.)

- The **Operations Plan** will recommend a plan for operations and maintenance of Quincy Square with consideration for staff and budget impacts, and level of service expectations
- The **Activation Plan** will outline potential events and uses for the Square as well as recommend an event planning and permitting approach
 - A public meeting will be planned to gather input on events and programming for Quincy Square
- **The plans will be developed over the next 5 months**



Quincy Square Update Calls to Artists

Two committees convened by the Arts Commission have been working on the selection of art for Quincy Square. This week they will release “Calls to Artists”:

- **Sculpture Call** – to honor Quincy Jones and include interactive sound element
- **Mural Call** – to honor Quincy Jones and other Bremerton figures on 4th Street parking garage
- **Site Specific Call** – to complement the murals on the 4th Street garage and tie the parking levels into the overall mural designs

To find more information and links to the artist calls, please visit:

<http://www.bremertonwa.gov/1084/Quincy-Square>

E 11th Street and Perry Avenue Construction Project

- Construction work nearly complete except for following:
 - Tactile paver on north and south of E11th St.
 - Punchlist items – various minor work items and corrections
 - Decorative lighting poles on E11th St. – poles anticipated to arrive in December and then will be installed
- Some third party utility work remains on E11th Street, including pole removals along north side of E 11th St.
- City anticipates project to be physically complete early 2024



**Published for
October 18
Council Meeting**

ITEM 5A – Public Comments

My name is Charlie Michel and I am here tonight to make to plead for a four-to-three lane conversion on 6th St (road diet).

I have been working with the Salvation Army on energy efficiency and carbon footprint reduction, and in the process learned the problems with 6th street and their facility. Captain Lance is in Pennsylvania just now and unable to attend tonight.

A four-to-three conversion on 6th, including bicycle lanes, would have a significant benefit for their organization. Here is why:

- Vehicle traffic on 6th approaching the parking lot from the east cannot safely turn into the facility. The radius is too sharp and can cause a vehicle to hit a concrete curb or stop traffic behind it to execute a 3-point turn. A four-to-three conversion would provide a bike lane that would naturally increase the turning radius and alleviate the problem.
- During rainy weather, cars in the curb lane throw off a wake of water that drenches any clients who are on the sidewalk. Many of these people have no home to go to, to change clothes. They become chilled. Bike lanes would move the traffic beyond the standing water.
- A four-to-three conversion would slow traffic, reducing risk to their clients and to motorists.
- Clients wishing to cross 6th street to reach their facility have a long distance to traverse; a four-to-three conversion reduces that distance, thus reducing risk.
- Some of the clients frequent their facility by bicycle and could do so more safely in a bike lane. These bike lanes would then connect with Kitsap Way to the west, and downtown and Manette to the east.
- A four-to-three conversion would bring prosperity to the neighborhood as it brings the downtown upgrade to this area.
- Traffic currently backs up for west-bound traffic approaching Warren Ave during rush hour. Many motorists wish to turn right on Warren Ave. A four-to-three conversion could have a right-hand turn lane for storage.
- I personally would like to see this happen sooner rather than later, doing it as part of phase 3 repaving

Thank you for your consideration.

From: michelbike99@gmail.com <michelbike99@gmail.com>

Sent: Sunday, October 29, 2023 3:33 PM

To: City Council <City.Council@ci.bremerton.wa.us>

Subject: My testimony on 6th st road diet Oct 18th

Charlie Michel
(360) 710-0616

**Published for
October 18
Council Meeting**


Item 7 – Council Reports



Report from District 2 Representative

Denise Frey

October 18, 2023



Ethics is knowing the difference
between what you have a right
to do and what is right to do.

Potter Stewart

quote fancy

ETHICAL DECISION-MAKING PROCESS



Decision makers should be mindful of ethical issues related to the decision they're being asked to make.



District 3 Report

October 18, 2023



Source: Florida 2021: <https://www.bloomberg.com/news/features/2021-05-14/the-post-pandemic-future-of-central-business-districts>, *Photographer: Alexi Rosenfeld/Getty Images*

Policy Implications: Short-Term



- Activate public and private spaces downtown
- Facilitate access to loans for small service and retail businesses
- Tolerate the continuation of work-from-home arrangements

Policy Implications: Long-Term



- Diversify downtown economies and land uses
- Ensure that downtowns are inclusive and affordable
- Invest strategically in transit and walkability

• MAIN STREET PROMISE

Safe. Accessible. Connected.

Project Overview

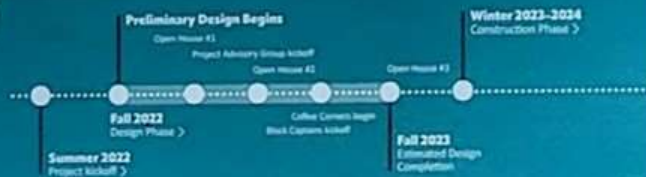
The City of Vancouver is investing in the future of downtown's Main Street—making it safer, more accessible and connected for businesses, residents and visitors. That is the Main Street Promise. A community-led effort nearly 30 years in the making, this project will reconstruct Main Street's roadway, sidewalks and adjacent outdoor spaces to improve safety, foster a sense of community and drive economic prosperity.



Proposed Improvements & Benefits

- Increase safety for people and vehicles
- Welcome visitors and support Main Street businesses
- Improve infrastructure

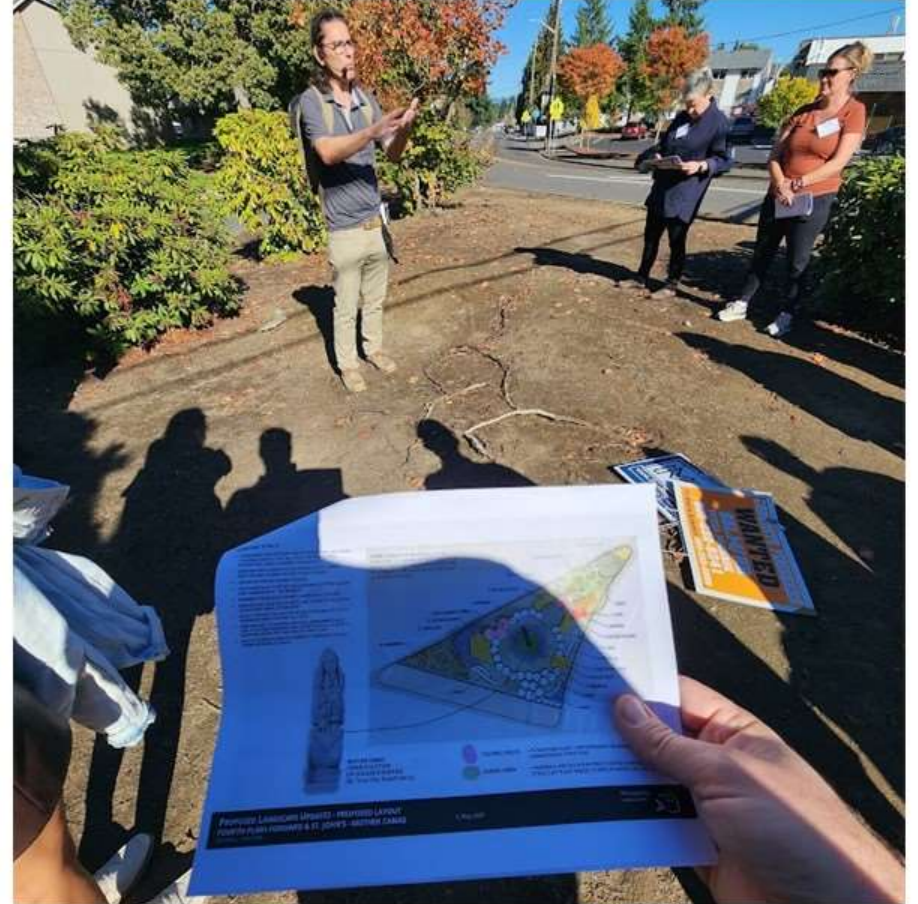
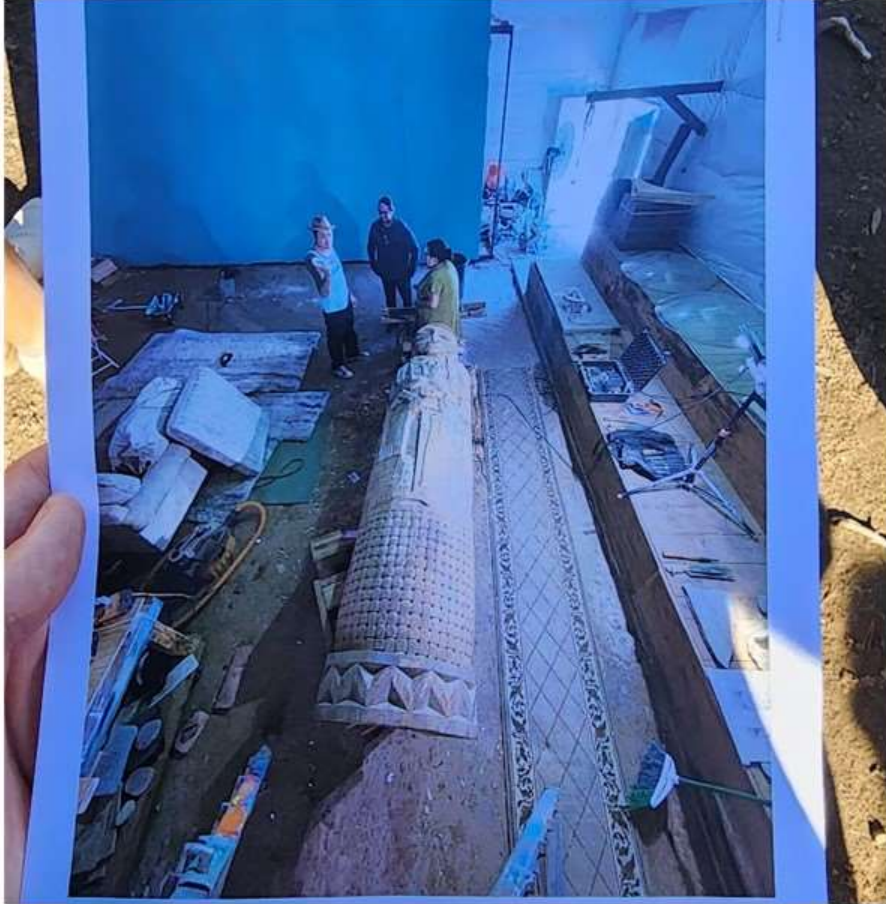
Project Timeline



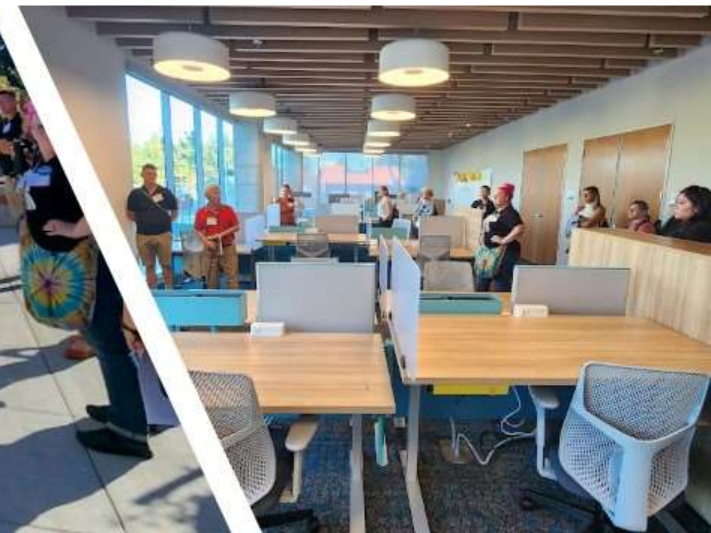
Learn more and get involved:
[beheardvancouver.org/
MainStreetPromise](https://beheardvancouver.org/MainStreetPromise)













Hola Vecino!

Hello Neighbor!

Platica conmigo y comparte tus ideas para mejorar tu vecindario
Talk with me and share your thoughts about your neighborhood

ENVÍA: TEXT:

HOLA FOURTH PLAIN VILLAGE
HELLO FOURTH PLAIN VILLAGE

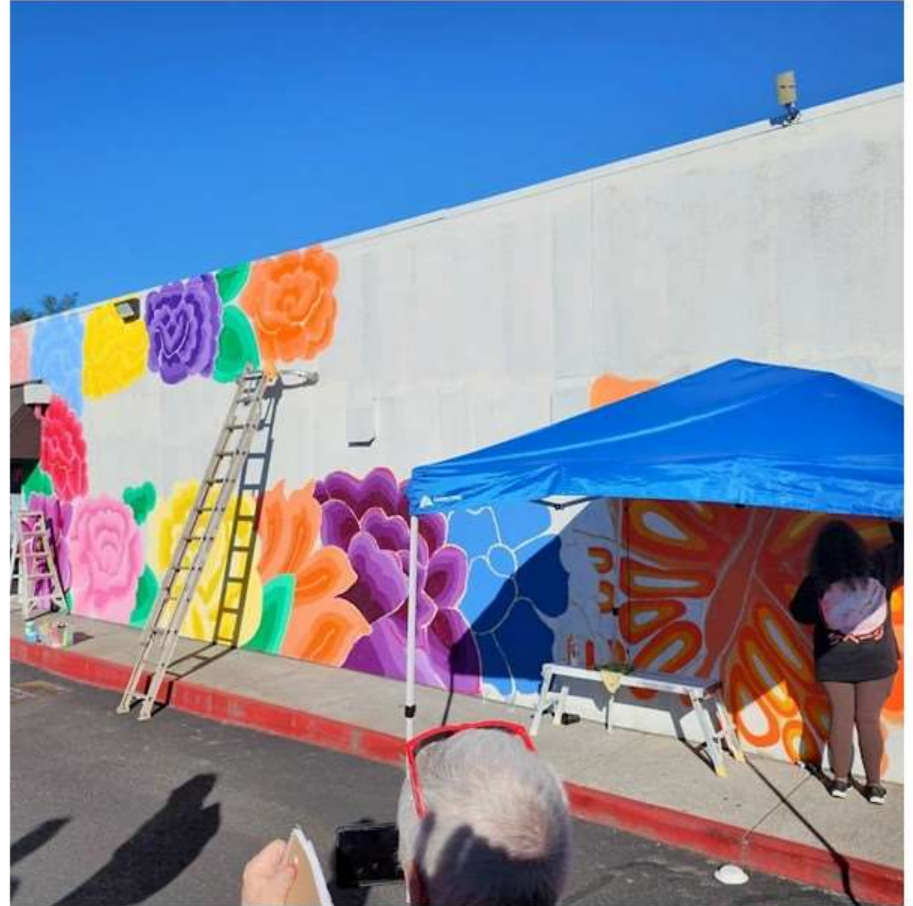
AL NÚMERO: TO:
360 488 0202



CITY OF
Vancouver
WASHINGTON

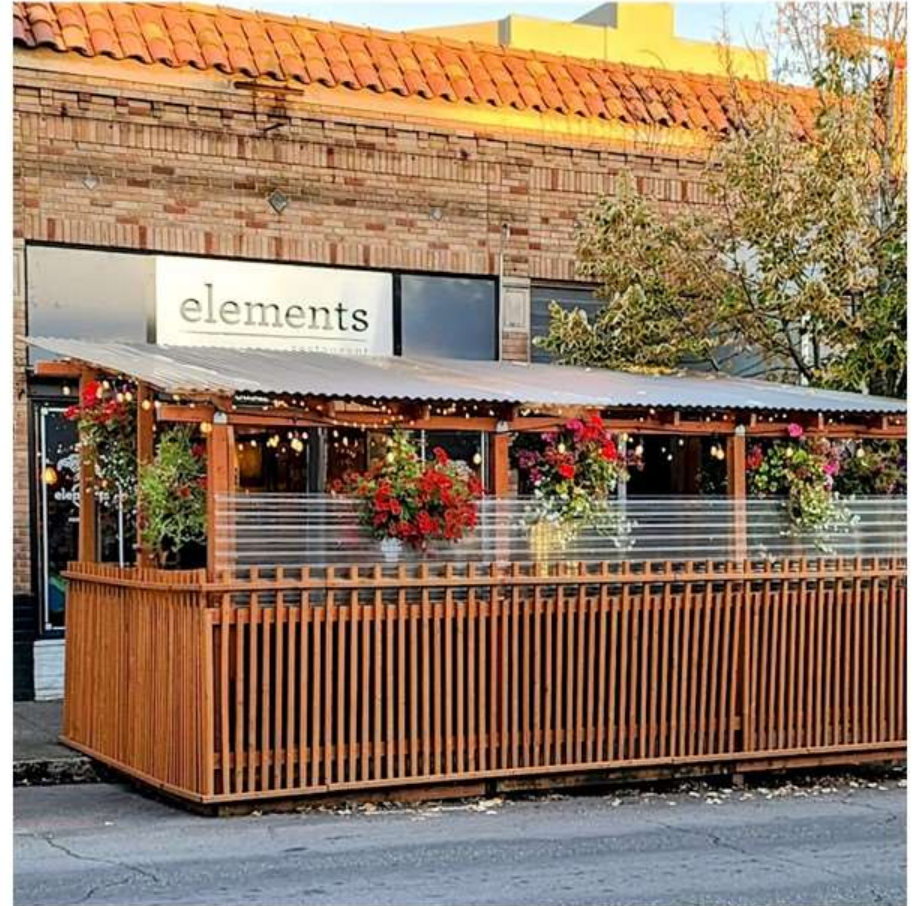


2025 LOS MENSAJES DE ANONIMOS SE APLICAN SOBRE CUALQUIER
MENSAJE PARA LAS INTERACCIONES DE LOS ANONIMOS
ALL MESSAGES ARE ANONYMOUS REGARDING MESSAGE CASE
APPLY FOR MORE INFORMATION VIS: WWW.VAN.WA











Introduction

What is a Pre-lease Program?



The Pre-lease Program is a Resource For:

- Business owners who want to lease or buy commercial space
- Property owners who want to renovate or redevelop commercial space
- Food truck vendors located within City limits

Target Audience

- Brand new business owner
- Business seeking to re-locate their existing business
- Property owner who wants to upgrade, expand or change the interior footprint of their owned space

Vancouver building planning fire. We have an engineering technician that works with water, sewer and storm.

Considerations:

No Fee Involved

- Program illustrates dedication to supporting small business
- Allocates resources wisely to alleviate common permitting and application pain points
- Demonstrates commitment to local businesses and their growth
- Supports small business community

tenant.



QUICK WINS

Quick wins and co-creation:

- Wall murals
- Water bottle filling station
- Red curb painting
- Tree planting outreach
- McKinley Overlook design
- Intersection enhancement and street mural at East Division Lane and McKinley Avenue

Ongoing implementation:

- McKinley Avenue Streetscape design
- Placemaking Plan and NEA Our Town Grant

1,500+ community "engagements:"

- Steering Group and 3 Committees - 50+ members
- 5 Community Events - 300 attendees
- 2 Surveys - 150 responses
- Action Mapping Project - 1,500+ responses
- McKinley Neighborhood Fair - 200+ attendees
- 4 Focus Group Roundtables - 100+ responses
 - McKinley Business District
 - Multilingual targeted engagement

Vote on how the McKinley Neighborhood Plan should spend \$50,000!

<p>1 Welcome signage at point(s) of entry into the neighborhood, designed and fabricated by a local artist</p>	<p>2 Cloth banners on light poles and art-wrapped amenities. Banners and/or branded art wraps for new amenities such as trash cans</p>
<p>3 Intersection safety enhancement at East Division Ln & McKinley Ave - Temporary built-outs, repainted crosswalk, and painted street mural to calm traffic</p>	<p>4 Open space activation at McKinley Overlook. Arts intervention and/or placemaking amenities at the top of the viewpoint (East 32nd St)</p>

- 4 community-identified projects
- \$50,000
- 200 community votes
- 1 winning project!