



**CITY COUNCIL** 345 6<sup>th</sup> Street, Suite 100, Bremerton, WA 98337 ☐ Phone (360) 473-5280

**WEDNESDAY, AUGUST 9, 2023**  
**CITY COUNCIL HYBRID STUDY SESSION AGENDA**  
**Starting at 5:00 PM in Council Conference Room 603**

*The Council Conference Room 603 will be open to the public to attend the Study Session in-person, but there will be no opportunities for input. However, public questions or comments may be submitted at any time to [City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us). Please remember that the content of the Agenda Bill items is subject to change; and no action at the Study Session is anticipated. If approved by the Council, these items will be placed on the **August 16, 2023** City Council Meeting Agenda, or as indicated...*

- *Members of the public may click the link below to join the webinar:  
<https://us02web.zoom.us/j/87318266756?pwd=ZWIMVnVYbFBHYjY5U1RJUmFreDFXUT09>*
- *Or One tap mobile:  
US: +12532050468,,87318266756#,,,,\*857582# or +12532158782,,87318266756#,,,,\*857582#*
- *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 +1 346 248 7799 or +1 669 444 9171 or +1 669 900 6833*  
  
*Webinar ID: 873 1826 6756*  
*Passcode: 857582*

**A. BRIEFINGS ON AGENDA BILL ITEMS**

1. Interlocal Agreement with Kitsap Conservation District for the Rain Garden & Low Impact Development Project
2. Resolution to adopt the City of Bremerton Stormwater Comprehensive Plan Update
3. Create Stormwater Program Manager position at Pay Band 14 of the Management, Professional Confidential & Fiduciary Salary Plan
4. Contract Service Order with Astound Business Solutions, LLC for Dark Fiber Services; and related Budget Amendment
5. Water Quality Combined Financial Assistance Agreement with the State of WA Department of Ecology for the Tracyton Beach Road Sewer Improvements Project
6. Ordinance to amend BMC Section 9.10.030 entitled “Rotating Roster”
7. Ordinance to update BMC Chapter 9.32 entitled “Unauthorized Camping”
8. Resolution to repeal Resolution No. 3349; and adopt updated Council Rules & Procedures

**B. GENERAL COUNCIL BUSINESS**

1. Lodging Tax Advisory Committee Briefing (*Kick-Off Meeting 8/8/2023*) – Chair Denise Frey
2. Regional and Other Committee/Board Briefings
3. Other General Council Business (*As necessary, and as time allows...*)

**C. ADJOURNMENT OF STUDY SESSION**



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

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A1**

**SUBJECT:**

Interlocal Agreement with Kitsap  
Conservation District for the Rain Garden &  
Low Impact Development Project

Study Session Date:	<u>August 9, 2023</u>
COUNCIL MEETING Date:	<u>August 16, 2023</u>
Department:	<u>PW&amp;U</u>
Presenter:	<u>Chance Berthiaume</u>
Phone:	<u>(360) 473-5929</u>

**SUMMARY:**

Bremerton's rain garden project will provide technical and financial support to residential property owners for the design and installation of rain gardens, and other low impact development BMPs within the City limits. The program will provide services to separate residential stormwater from the sanitary sewer service connection to help reduce Combined Sewer Overflows during storm events and improve stormwater quality using green infrastructure.

The Kitsap Conservation District has experienced staff who will complete site visits, rain garden designs, and installations. They have extensive rain garden experience and proven success with similar programs. The project will offer resources to teach people to care for their rain gardens and other plantings using natural methods.

**ATTACHMENTS:**

Interlocal Agreement with the Kitsap Conservation District

**FISCAL IMPACTS (Include Budgeted Amount):** The cost of this agreement will be an amount not to exceed \$240,000, over a 4 year period, with \$30,000 per year budgeted in the Wastewater Utility beginning in July of 2023 through December 31, 2026, and \$30,000 per year budgeted in the Stormwater Utility. The annual combined cost is a maximum of \$60,000/year.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:**

Move to approve the Interlocal Agreement with the Kitsap Conservation District for the Rain Garden Low Impact Development (LID) Project; 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

**INTERLOCAL AGREEMENT  
2023-2026**

**Between the City of Bremerton and the Kitsap Conservation District  
Regarding Rain Garden & Low Impact Development {LID} Education & Outreach,  
Technical Assistance, and Installation**

**PREAMBLE**

This Interlocal Agreement (hereinafter "agreement") is by and between the City of Bremerton (hereinafter "City") and the Kitsap Conservation District (hereinafter "District".)

**RECITALS**

*WHEREAS*, the City is committed to preventing stormwater runoff pollution and Combined Sewer Overflows (CSOs); and

*WHEREAS*, the City and the District have a common goal to promote Best Management Practices to protect water quality, provide education to land owners on land use impacts, and support the use of Low Impact Development (LID) practices; and

*WHEREAS*, the services proposed under this agreement will promote improved water quality for local waterways and the mitigation of pollution impacts on fish and wildlife, including shellfish; and

*WHEREAS*, the District's contribution of services can assist the City in compliance with Washington Department of Ecology CSO reduction requirements; and

*WHEREAS*, the District's contribution of services can assist the City in compliance with its NPDES (National Pollutant Discharge Elimination System) Municipal Stormwater Permit in the areas of Runoff Control and Education/Outreach; and

*WHEREAS*, the District has the expertise and experience to provide assistance to property owners on land management activities and reducing impacts to water quality; and

*WHEREAS*, the City and the District desire to enter into an agreement and continue to work collaboratively in providing information and services to property owners that will protect water quality; and

*WHEREAS*, the Interlocal Cooperation Act, RCW 39.34, authorizes the parties hereto to enter into this agreement;

*NOW, THEREFORE*, in consideration of the mutual covenants herein contained, the City and the District agree as follows:

## **AGREEMENT**

### **1 SERVICES BY DISTRICT**

The District shall perform such duties and services as are listed on the scope of work attached hereto as Exhibit A. Said services shall be performed in accordance with the approved scope of work and budget specified in Exhibit A. All services funded under this Agreement shall be provided exclusively within the boundaries of incorporated City of Bremerton. The District shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

### **2 PAYMENT**

The City shall reimburse the District only for actual incurred costs upon presentation of a properly executed invoice in a form approved by the City. The sum of the District's reimbursement requests during the duration of this Agreement shall not exceed Sixty Thousand Dollars (\$60,000) per year, of which a maximum of Thirty Thousand Dollars (\$30,000) may be reimbursed for LID projects that include disconnection of storm runoff from the sanitary sewer system in support of CSO reduction, **and/or** a maximum of Thirty Thousand Dollars (\$30,000) may be reimbursed for LID projects at properties with no stormwater connection to the sanitary sewer system in support of NPDES permit requirements and stormwater pollution prevention. The anticipated (budgeted) and actual distribution of funds will be reported by the District quarterly and monitored by the City. Reimbursement requests shall be submitted once a quarter. The City reserves the right to withhold payments pending timely delivery of progress reports or documents as may be required under this Agreement. The City shall reimburse the District within sixty (60) days of receipt of a properly executed District invoice.

### **3. GENERAL ADMINISTRATION AND MANAGEMENT**

The Stormwater Permit Coordinator, or designee, shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices under this Agreement.

The Chair of the Board of Supervisors for the Kitsap Conservation District, or his/her designee, shall represent the District in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of the City pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the District's representative.

The parties do not create through this Agreement a separate legal entity subject to suit. The parties will not jointly own real or personal property as part of this undertaking.

### **4. REPORTING**

The District shall produce quarterly and year-end reports summarizing the work performed and

evaluating the performance and results of the work performed pertaining to this Agreement.

Progress reports shall include, but are not limited to, the following information:

- a. Status of the work plan.
- b. A description of work performed during the period and progress made to date, including performance indicators that reflect effectiveness of the program elements as set forth in Exhibit A.
- c. Description of any adverse conditions that have affected the program objectives and/or time scheduled, and actions taken to resolve these issues.
- d. Progress reports shall be submitted as follows: For each year, *Quarterly reports* are due the closest workday to April 30, July 30, and October 30; *Year-end invoice and Year-end report* is due January 10<sup>th</sup>. The Year-end Report shall contain a summary of major accomplishments realized during the year. This report shall include, but not be limited to, photographs, slides, and any other graphics that would enhance the content and/or appearance of the report.

## **5. INSPECTION AND AUDIT**

The District shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. 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 District 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 District shall preserve and make available all such books of account and records for a period of five {5} years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the District shall provide the City with appropriate clarification and/or financial adjustments within thirty {30} calendar days of notification of the discrepancy.

## **6. INDEPENDENT CONTRACTOR**

- A. The District and the City understand and expressly agree that the District is an independent contractor in the performance of each and every part of this Agreement. The District expressly represents, warrants, and agrees that its status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The District, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The District shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

- B The District shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the District shall pay the same before it becomes due.
- C The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the District performs hereunder.

## **7. DISCRIMINATION AND COMPLIANCE WITH LAWS**

- A The District agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B The District shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- C Violation of this Section 7 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

## **8. TERM AND TERMINATION OF AGREEMENT**

- A This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31, 2026, unless sooner terminated by either party as provided below.
- B This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the District pursuant to this Agreement shall be submitted to the City, and the District shall be entitled to just and equitable compensation as set forth in Section 2 for any satisfactory work/services completed prior to the date of termination.

## 9. HOLD HARMLESS AND INDEMNIFICATION

- A. The District agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the District, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the District under this Agreement.
- B. The City agrees to protect, defend, indemnify, and hold harmless the District, its officers, employees, and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the City, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the City under this Agreement.
- C. In the event that the District and the City are both negligent, then each party's liability for indemnification shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to that party, its officers, employees and agents.
- D. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of each party under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of each party. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- E. The City's inspection or acceptance of any of the District's work when completed shall not be grounds to avoid any of these covenants of indemnification.
- F. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.
- G. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## **10. INSURANCE**

The District shall maintain insurance as follows:

- Commercial General Liability as described in Exhibit B.
- Automobile Liability as described in Exhibit B.

The District shall comply with the provisions of RCW Title 51, Industrial Insurance. For the duration of this Agreement, the District shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in RCW Title 51, and shall maintain full compliance with RCW Title 51.

## **11. SUBLETTING OR ASSIGNING CONTRACT**

The District shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the District as stated herein.

## **12. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with Exhibits or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

## **13. SEVERABILITY**

- A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

## **14. FAIR MEANING**

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

## **15. NON-WAIVER**



A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

## **16. NOTICES**

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

City of Bremerton  
100 Oyster Bay Ave N  
Bremerton, WA 98312  
Attention: Stormwater Permit Coordinator  
Phone: {360} 473-5929  
Fax: {360} 473-5018

Kitsap Conservation District  
10332 Central Valley Road  
Poulsbo, WA 98370  
Attention: Chair of the Board of Supervisors  
Phone: {360} 204-5529  
Fax: {360} 204-5519

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

## **17. SURVIVAL**

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

## **18. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

## **19. VENUE**

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

## **20. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**21. FILING**

Pursuant to RCW 39.34.040, this Agreement shall be filed with the Kitsap County Auditor or listed by subject on the public website of the parties hereto or on another electronically retrievable public source.

EXECUTED THIS \_\_\_ DAY OF \_\_\_\_\_, 202\_.

**KITSAP CONSERVATION DISTRICT**

**CITY OF BREMERTON**

  
\_\_\_\_\_

Albert Allpress  
Chair, Board of Supervisors

\_\_\_\_\_

Greg Wheeler  
Mayor

  
\_\_\_\_\_

Date

\_\_\_\_\_

Date

## **EXHIBIT A SCOPE OF WORK & BUDGET**

### **PURPOSE**

- Reduce Combined Sewer Overflows (CSOs), which is the overflow of sewage and stormwater into Puget Sound that occurs as a result of stormwater exceeding the hydraulic capacity of the sanitary sewer system
  - / Disconnect storm runoff from the sanitary sewer system at selected properties and use LID practices if possible to allow water to infiltrate into the ground
- Support NPDES permit compliance and environmental stewardship objectives through:
  - / Public education on LID principals and applications
  - / Increased use of LID practices to mitigate the effects of existing development
  - / Water quality improvements achieved from the LID retrofit projects
- Provide an opportunity for private property owners within the City to obtain financial assistance for small-scale LID projects they might not otherwise construct
- Provide cost reimbursement to private property owners
- Provide funds for technical assistance for small-scale LID projects

Within the City of Bremerton ("City"), some private properties still have downspouts and other stormwater runoff sources connected to the sanitary sewer. This can be a problem in large storm events because the extra stormwater can overwhelm the sanitary sewer and cause a CSO in that basin. Disconnecting these properties and directing the runoff to LID where possible will help reduce CSOs and therefore improve water quality, protect marine habitats, and reduce risks to human health. In addition, directing this water into LID will treat the stormwater by removing metals, nutrients, and other pollutants before the water reaches Puget Sound. The City and the Kitsap Conservation District ("District") share a common goal to promote Best Management Practices (BMPs) to protect water quality, provide education to landowners on land use impacts, and support the use of Low Impact Development ("LID") practices.

The District has the expertise and experience to provide education and technical assistance to property owners who are interested in learning about LID principals or employing stormwater BMPs on their property.

The City and the District desire to enter into this agreement and work collaboratively.

### **SCOPE OF WORK**

The District will partner with the City to develop and accomplish the following tasks:

- Task 1- Education and outreach
- Task 2- Identify opportunities & locations for small-scale LID projects
- Task 3- Implement District rain garden/LID program within City limits
- Task 4- Administration, documentation, and reporting

## **TASK 1 - EDUCATION AND OUTREACH**

Objective: Promote public knowledge of LID practices and promote the rain garden/LID program.

Scope:

- 1.1 The District shall work with the City to create outreach materials including but not limited to brochures, flyers, and letters to advertise the program.
- 1.2 The District shall conduct outreach to eligible property owners to recruit program participants.

## **TASK 2 - IDENTIFY OPPORTUNITIES & LOCATIONS FOR SMALL-SCALE LID PROJECTS**

Objective: Develop a list of potential small-scale rain garden/LID sites based on CSO basins of concern, stormwater connection to the sanitary sewer, District analysis, and in consultation with City staff.

Scope:

- 2.1 Develop a list of potential sites and facility types
- 2.2 Analyze potential sites for BMP type and estimated costs

## **TASK 3 - IMPLEMENT DISTRICT RAIN GARDEN/LID PROGRAM WITHIN CITY LIMITS**

Objective: The District will implement its existing rain garden/LID program for properties within the City limits.

Scope:

- 3.1 Recruit property owners consistent with Task 2 with the specific goal of CSO reduction, recruit property owners City-wide with the overall goal of increasing the use of LID practices to reduce stormwater pollution and improve water quality, and provide technical support for the design and installation of rain gardens or other small-scale LID projects.
- 3.2 The design of all projects shall be consistent with City codes and standards.
- 3.3 The agreement between the District and property owner shall not be inconsistent with City codes and ordinances.
- 3.4 The agreement with the property owners shall include a requirement for on-going maintenance which is consistent with City standards. The District will provide O&M inspection for those properties receiving cost-share within this agreement for a period not to exceed the contracts dates of this ILA.

## **TASK 4-ADMINISTRATION, DOCUMENTATION, AND REPORTING**

Objective: To provide project management, including communication, documentation, and submittal of billing invoices and reports.

**Scope:**

- 5.1 Project management efforts shall include conducting, coordinating, and scheduling project activities, including quality control.
- 5.2 Communication with the City shall be through postal mail, email, consultation meetings and phone discussions.
- 5.3 Project documentation shall include a separate file for each project location which contains, at a minimum, a copy of: the signed landowner agreement; the design report; documentation of satisfactory completion; photo(s) of the completed project; and GPS location. Upon site completion, a copy of each file shall be submitted to the City with the subsequent quarterly report.
- 5.4 Billing invoices, progress reports, and supportive documentation shall be submitted to the City's Project Manager on a quarterly and annual basis.
- 5.5 Maintain all records throughout the duration of the agreement and archive for an additional five years for audit purposes.

**BUDGET**

<b>4-YR BUDGET</b>	
<b>Rain Garden &amp; LID</b>	<b>City</b>
Technical assistance and cost-share to provide outreach/education, downspout disconnection, and installation of small-scale LID projects at properties with stormwater runoff connected to the sanitary sewer system	Up to \$120,000 not to exceed \$30,000 per year
Technical assistance and cost-share to provide outreach/education, technical assistance, and installation of small-scale LID projects at properties with no stormwater connection to the sanitary	Up to \$120,000 not to exceed \$30,000 per year
<b>Total 4-Year project budget</b>	<b>Up to \$240,000</b>

## **EXHIBIT B INSURANCE**

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Agreement by the District, its officers, employees and agents:

- A. Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
  
- B. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 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 employer's liability.

Before commencing work and services, the District shall provide to the person identified in Section 16 of the Agreement a Certificate of Insurance evidencing the required insurance. City reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of deductible or self-insured retention shall be the sole responsibility of the District. City shall be named as an additional insured on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of the District using ISO Additional Insured endorsement CG 20 10 01 and Additional Insured-Completed Operations endorsement CG 20 37-10 901 or substitute endorsements providing equivalent coverage. A copy of the endorsement naming City as an additional insured shall be attached to the Certificate of Insurance.

The District'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 District'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 the District 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 6<sup>th</sup> 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 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.

AGENDA BILL  
CITY OF BREMERTON  
CITY COUNCIL

A2

**SUBJECT:**

Resolution to adopt the City of Bremerton  
Stormwater Comprehensive Plan Update

Study Session Date: August 9, 2023  
COUNCIL MEETING Date: August 16, 2023  
Department: PW & U  
Presenter: Chance Berthiaume  
Phone: (360) 473-5929

**SUMMARY:**

Stormwater system planning is essential for the Stormwater Utility to maintain operational conditions that provide adequate service to residents, protect property from flooding, and protect waters around Bremerton from pollution generated by the developed environment. Comprehensive planning is a new requirement of the NPDES Municipal Phase II Stormwater Permit that defines many actions of the Utility programs.

**ATTACHMENTS:** (1) Resolution No. \_\_\_\_\_; (2) Stormwater Comprehensive Plan is available at this link: <https://www.bremertonwa.gov/1319/Stormwater-Comprehensive-Plan>.

**FISCAL IMPACTS (Include Budgeted Amount):** The Stormwater Comprehensive Plan includes anticipated annual operational expenses for the Stormwater Utility and a 20-year Capital Improvement Plan.

**STUDY SESSION AGENDA:**  Limited Presentation  Full Presentation

**STUDY SESSION ACTION:**  Consent Agenda  General Business  Public Hearing

**RECOMMENDED MOTION:**

Move to approve Resolution No. \_\_\_\_\_ adopting City of Bremerton 2022-27 Stormwater Comprehensive Plan.

**COUNCIL ACTION:**  Approve  Deny  Table  Continue  No Action

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** of the City Council of the City of Bremerton, Washington, adopting the 2023 Stormwater Comprehensive Plan.

WHEREAS, the City of Bremerton desires to plan for the future and growth in its stormwater system service area; and

WHEREAS, a stormwater comprehensive plan provides a means to meet future stormwater collection, conveyance, and treatment needs; and

WHEREAS, the City is required to formally adopt a stormwater comprehensive plan under Bremerton Municipal Code Chapter 15.04.040 Stormwater Comprehensive Plan; and

WHEREAS, the City was issued a NPDES Municipal Stormwater Phase II Permit by the Washington State Department of Ecology that requires a stormwater comprehensive plan; and

WHEREAS, the requirement for comprehensive stormwater planning is specified in the Revised Code of Washington 36.70A.070; NOW THEREFORE,

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

**SECTION 1. Adoption.** The City of Bremerton Stormwater Comprehensive Plan dated May 2023, attached hereto as Exhibit A and incorporated by this reference, is hereby adopted.

**SECTION 2. Severability.** If any one or more sections, subsections, or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

**SECTION 3. Effective Date.** This Resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council of the City of Bremerton, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
JEFF COUGHLIN, Council President



APPROVED AS TO FORM:

ATTEST:

---

KYLIE J. FINNELL, City Attorney

---

ANGELA HOOVER, City Clerk

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A3**

**SUBJECT:**

Create Stormwater Program Manager position at Pay Band 14 of the Management, Professional Confidential & Fiduciary Salary Plan

Study Session Date:	<u>August 9, 2023</u>
COUNCIL MEETING Date:	<u>August 16, 2023</u>
Department:	<u>PW&amp;U</u>
Presenter:	<u>T. Knuckey</u>
Phone:	<u>(360) 473-2376</u>

**SUMMARY:**

In July, Human Resources completed a desk audit on the NPDES Stormwater Permit Coordinator, and the conclusion was that the incumbent should be reclassified to a new position titled "Stormwater Program Manager" at Pay Band 14 of the Management, Professional, Confidential & Fiduciary Salary Plan. The incumbent has since taken another position in the City, and so the existing position is vacant. The requested action before Council is to create a new Stormwater Program Manager position; the existing NPDES Stormwater Permit Coordinator position will remain vacant and will be eliminated with the 2024 budget.

**ATTACHMENTS:**

Excerpt from the Management, Professional, Confidential & Fiduciary Salary Plan

**FISCAL IMPACTS (Include Budgeted Amount):** Depending on the new hire, the cost to the stormwater Fund could increase to a maximum of \$5,000/year.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:**

Move to create the Stormwater Program Manager position at Pay Band 14 of the Management, Professional, Confidential & Fiduciary Salary Plan.

**COUNCIL ACTION:**

Approve       Deny       Table       Continue       No Action

**CITY OF BREMERTON**  
**MANAGEMENT, PROFESSIONAL, CONFIDENTIAL & FIDUCIARY SALARY PLAN - 2023**  
 General Wage Adjustment 2.50% - Effective 1-1-23

PAY BAND	TITLE	SALARY BASE	RATE 1	RATE 2	RATE 3	RATE 4	RATE 5	RATE 6	RATE 7	RATE 8
16	ASSISTANT CITY ATTORNEY II	MONTH	8,749.58	9,192.52	9,422.28	9,657.86	9,899.30	10,146.80	10,400.44	10,660.50
	ASSISTANT FINANCE DIRECTOR	SEMI-MONTH	4,374.79	4,596.26	4,711.14	4,828.93	4,949.65	5,073.40	5,200.22	5,330.25
	CITY PROSECUTOR	ANNUAL	104,994.96	110,310.24	113,067.36	115,894.32	118,791.60	121,761.60	124,805.28	127,926.00
	ENGINEERING PROJECT MANAGER-CAPITAL	SEMI-MO DEF COMP	174.99	183.85	188.45	193.16	197.99	202.94	208.01	213.21
	FORESTRY MANAGER									
	INTERNAL SERVICES MANAGER									
	PLANNING MANAGER									
	PUBLIC WORKS OPERATIONS MANAGER									
	RISK MANAGER									
	UTILITY/FACILITIES MANAGER									
	WASTEWATER MANAGER									
	WATER RESOURCE MANAGER									
15	ASSET MANAGER	MONTH	8,327.96	8,749.58	8,968.32	9,192.52	9,422.28	9,657.86	9,899.30	10,146.80
	BUILDING OFFICIAL	SEMI-MONTH	4,163.98	4,374.79	4,484.16	4,596.26	4,711.14	4,828.93	4,949.65	5,073.40
	COURT ADMINISTRATOR	ANNUAL	99,935.52	104,995.01	107,619.84	110,310.24	113,067.36	115,894.32	118,791.60	121,761.60
		SEMI-MO DEF COMP	166.56	174.99	179.37	183.85	188.45	193.16	197.99	202.94
14	ASSISTANT CITY ATTORNEY I	MONTH	7,926.70	8,327.96	8,536.14	8,749.58	8,968.32	9,192.52	9,422.28	9,657.86
	ASSISTANT CITY PROSECUTOR II	SEMI-MONTH	3,963.35	4,163.98	4,268.07	4,374.79	4,484.16	4,596.26	4,711.14	4,828.93
	EQUITY, DIVERSITY, INCL. MANAGER	ANNUAL	95,120.40	99,935.52	102,433.68	104,994.96	107,619.84	110,310.24	113,067.36	115,894.32
	PARKS OPERATIONS MANAGER	SEMI-MO DEF COMP	158.53	166.56	170.72	174.99	179.37	183.85	188.45	193.16
13	CITY CLERK	MONTH	7,544.72	7,926.70	8,124.82	8,327.96	8,536.14	8,749.58	8,968.32	9,192.52
		SEMI-MONTH	3,772.36	3,963.35	4,062.41	4,163.98	4,268.07	4,374.79	4,484.16	4,596.26
		ANNUAL	90,536.64	95,120.40	97,497.84	99,935.52	102,433.68	104,994.96	107,619.84	110,310.24
		SEMI-MO DEF COMP	150.89	158.53	162.50	166.56	170.72	174.99	179.37	183.85
12	BUDGET ANALYST	MONTH	7,181.20	7,544.72	7,733.36	7,926.70	8,124.82	8,327.96	8,536.14	8,749.58
	CDBG ADMINISTRATOR	SEMI-MONTH	3,590.60	3,772.36	3,866.68	3,963.35	4,062.41	4,163.98	4,268.07	4,374.79
	RISK MANAGEMENT SPECIALIST	ANNUAL	86,174.40	90,536.64	92,800.32	95,120.40	97,497.84	99,935.52	102,433.68	104,994.96
		SEMI-MO DEF COMP	143.62	150.89	154.67	158.53	162.50	166.56	170.72	174.99
11	CONTRACTS ADMINISTRATOR	MONTH	7,047.34	7,181.20	7,360.64	7,544.72	7,733.36	7,926.70	8,124.82	8,327.96
	EXECUTIVE ASSISTANT	SEMI-MONTH	3,523.67	3,590.60	3,680.32	3,772.36	3,866.68	3,963.35	4,062.41	4,163.98
	LEGISLATIVE ASSISTANT	ANNUAL	84,568.08	86,174.40	88,327.68	90,536.64	92,800.32	95,120.40	97,497.84	99,935.52
	PARALEGAL	SEMI-MO DEF COMP	140.95	143.62	147.21	150.89	154.67	158.53	162.50	166.56
	PARKS PRESERVATION DEVELOPMENT MGR									
	PUBLIC ACCESS MANAGER									
	PUBLIC WORKS & UTILITY FISCAL ANALYST									
	SENIOR PLANNER									
10	ADMINISTRATIVE PROJECT MANAGER	MONTH	6,505.78	6,835.18	7,006.04	7,181.20	7,360.64	7,544.72	7,733.36	7,926.70
	ASSISTANT CITY PROSECUTOR I	SEMI-MONTH	3,252.89	3,417.59	3,503.02	3,590.60	3,680.32	3,772.36	3,866.68	3,963.35
	ASSISTANT COURT ADMINISTRATOR	ANNUAL	78,069.36	82,022.16	84,072.48	86,174.40	88,327.68	90,536.64	92,800.32	95,120.40
	HUMAN RESOURCES ANALYST II	SEMI-MO DEF COMP	130.12	136.70	140.12	143.62	147.21	150.89	154.67	158.53
9		MONTH	6,192.30	6,505.78	6,668.44	6,835.18	7,006.04	7,181.20	7,360.64	7,544.72
		SEMI-MONTH	3,096.15	3,252.89	3,334.22	3,417.59	3,503.02	3,590.60	3,680.32	3,772.36
		ANNUAL	74,307.60	78,069.36	80,021.28	82,022.16	84,072.48	86,174.40	88,327.68	90,536.64
		SEMI-MO DEF COMP	123.85	130.12	133.37	136.70	140.12	143.62	147.21	150.89

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A4**

**SUBJECT:**

Contract Service Order with Astound  
Business Solutions, LLC for Dark Fiber  
Services; and related Budget Amendment

Study Session Date:	<u>August 9, 2023</u>
COUNCIL MEETING Date:	<u>August 16, 2023</u>
Department:	<u>IT + PWU WR / WWTP</u>
Presenter:	<u>Hans N/Cami A/Eric B.</u>
Phone:	<u>(360) 473-5477</u>

**SUMMARY:**

Phase 2 of SCADA communication upgrades for wastewater pump stations, and the addition of redundant diverse routes for COB employee crucial sites managed by IT, and the addition of WR sites to the dark fiber network and the alternative east Bremerton access route. Use of this dark fiber cable will standardize communications for all departments and significantly improve reliability. The original Master Services Agreement was previously approved under Wave Business Solutions now known as ASTOUND BUSINESS SOLUTIONS, LLC, and is still in effect for this new "Order for Dark Fiber Services (Multi-Sites) - OP313711" identifies the specific locations of cable to be installed along with the monthly cost for service, and the one time cost,

**ATTACHMENTS:**

- 1) City of Bremerton - Order for Dark Fiber Services (Multi-Sites) - OP313711- 07-26-2023 – CLEAN.docx
- 2) 3 - Legal Review Submission\_ City of Bremerton - Master Services Agreement - 12-03-2021.docx.pdf

**FISCAL IMPACTS (Include Budgeted Amount):**

New charges for WWTP are \$3,900 plus tax to replace existing average charges of \$3,200 per month.

New charges for WR are \$6,300 plus tax to replace existing average charges of \$2000 per month.

New charges for IT are \$2700 plus tax per month.

No budget adjustment is required as it is already budgeted in 2023 .

One time CIP funds for dark fiber buildout cost from WWTP \$99,005.99, WR \$144,464.17 and IT \$57,628.42 for a total of: \$301,098.58 from capital improvement funds.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:**

Move to approve the Dark Fiber Services Order with ASTOUND BUSINESS SOLUTIONS, LLC, and amend the budget to reflect the Contract amounts in the fiscal impacts section above, 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

**ORDER FOR DARK FIBER SERVICES  
OP313711**

This Order for Dark Fiber Services: OP313711 (this “Service Order”) is entered into as of the date of last signature below (the “Effective Date”), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company, d/b/a Astound Business Solutions, acting on behalf of itself and as agent for its Affiliates (collectively, “Provider”), and the CITY OF BREMERTON (“Customer”). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services – Governmental Customer by and between Provider and Customer dated December 3, 2021 (the “MSA”). All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA.

**Section 1: Dark Fiber Services.** Provider shall provide to Customer the dark fiber services set forth in the following table (each, a “Service”). The Services shall connect the end points set forth below (each such location, a “Service Site”), using the number of dark fiber strands described below, in exchange for the one-time, non-recurring installation charges (“NRC”) set forth below, and the monthly recurring charges (“MRC”) set forth below:

<b>Fiber Route Identifier</b>	<b>A Location End Point</b>	<b>Z Location End Point</b>	<b>Description of Fiber</b>	<b>NRC</b>	<b>MRC</b>
BPD Route	1025 Burwell Street Bremerton, WA 98337 47.564824° / -122.634644°	345 6 <sup>th</sup> Street Bremerton, WA 98337	1 strand single mode dark fiber	\$0.00	\$300.00
PWU Route	100 Oyster Bay Avenue Bremerton, WA 98312 47.564067° / -122.672347°  **Fiber entrance to be on North Side of Bldg to Create Geographic Diversity from CCF Route 1**	345 6 <sup>th</sup> Street Bremerton, WA 98337	1 strand single mode dark fiber	\$32,852.07	\$300.00
FS1 Route	911 Park Avenue Bremerton, WA 98337 47.569689° / -122.630545°	345 6 <sup>th</sup> Street Bremerton, WA 98337	1 strand single mode dark fiber	\$0.00	\$300.00
BMC Route	550 Park Avenue Bremerton, WA 98337 47.567137° / -122.629945°	345 6 <sup>th</sup> Street Bremerton, WA 98337	1 strand single mode dark fiber	\$0.00	\$300.00
FS3 Route	3031 Olympus Drive Bremerton, WA 98337 47.591480° / -122.619215°	345 6 <sup>th</sup> Street Bremerton, WA 98337	1 strand single mode dark fiber	\$0.00	\$300.00
FS2 Route	5005 Kitsap Way Bremerton, WA 98312 47.569117° / -122.682580°	345 6 <sup>th</sup> Street Bremerton, WA 98337	1 strand single mode dark fiber	\$0.00	\$300.00
BSC Route	1140 Nipsic Avenue Bremerton, WA 98310 47.571512° / -122.610839°	345 6 <sup>th</sup> Street Bremerton, WA 98337	1 strand single mode dark fiber	\$0.00	\$300.00
PRK Route	680 Lebo Boulevard Bremerton, WA 98310 47.582228° / -122.629677°	345 6 <sup>th</sup> Street Bremerton, WA 98337	1 strand single mode dark fiber	\$0.00	\$300.00
BKAT Route	7266 Tibardis Road NW Bremerton, WA 98311 47.629218° / -122.665824°	345 6 <sup>th</sup> Street Bremerton, WA 98337	1 strand single mode dark fiber	\$24,776.35	\$300.00

CE6 Route	801 Burwell Street Bremerton, WA 98337 47.565016° / -122.630392°	345 6 <sup>th</sup> Street Bremerton, WA 98337	1 strand single mode dark fiber	\$0.00	\$300.00
CE8 Route	100 Washington Avenue Bremerton, WA 98337 47.563135° / -122.625526°	345 6 <sup>th</sup> Street Bremerton, WA 98337	1 strand single mode dark fiber	\$0.00	\$300.00
PS12 Route	1705 East 31 <sup>st</sup> Street Bremerton, WA 98310 47.591840° / -122.621557°	345 6 <sup>th</sup> Street Bremerton, WA 98337	1 strand single mode dark fiber	\$12,942.80	\$300.00
CE2 Route	1537 Park Ave Bremerton, WA 98337 47.575786° / -122.630516°	1600 Oyster Bay Avenue S. Bremerton, WA 98310	1 strand single mode dark fiber	\$0.00	\$300.00
SB2 Route	3641 Freighter Place Bremerton, WA 98312 47.564824° / -122.630319°	1600 Oyster Bay Avenue S. Bremerton, WA 98310	1 strand single mode dark fiber	\$74,060.98	\$300.00
WB3 Route	416 Cambrian South Bremerton, WA 98312 47.558270° / -122.654194°	1600 Oyster Bay Avenue S. Bremerton, WA 98310	1 strand single mode dark fiber	\$0.00	\$300.00
KL1 Route	225 O Street West Bremerton, WA 98312 47.561686° / -122.694104°	1600 Oyster Bay Avenue S. Bremerton, WA 98310	1 strand single mode dark fiber	\$0.00	\$300.00
KL2 Route	1976 Price Road NW Bremerton, WA 98312 47.565951° / -122.701468°	1600 Oyster Bay Avenue S. Bremerton, WA 98310	1 strand single mode dark fiber	\$0.00	\$300.00
KL4 Route	1621 Kitsap Way Bremerton, WA 98312 47.567405° / -122.653784°	1600 Oyster Bay Avenue S. Bremerton, WA 98310	1 strand single mode dark fiber	\$24,945.01	\$300.00
OB6 Route	2902 Shore Drive Bremerton, WA 98310 47.568219° / -122.610546°	1600 Oyster Bay Avenue S. Bremerton, WA 98310	1 strand single mode dark fiber	\$0.00	\$300.00
OB5 Route	2150 Shorewood Drive Bremerton, WA 98312 47.578070° / -122.686078°	1600 Oyster Bay Avenue S. Bremerton, WA 98310	1 strand single mode dark fiber	\$0.00	\$300.00
CW3 Route	262 Stevens Drive Bremerton, WA 98312 47.586420° / -122.654506°	1600 Oyster Bay Avenue S. Bremerton, WA 98310	1 strand single mode dark fiber	\$0.00	\$300.00
OF17 Route	2601 Farragut Street Bremerton, WA 98314 47.558682° / -122.652260°	1600 Oyster Bay Avenue S. Bremerton, WA 98310	1 strand single mode dark fiber	\$0.00	\$300.00
PSB Route	1025 Burwell Street Bremerton, WA 98337 47.564824° / -122.634644°	1600 Oyster Bay Avenue S. Bremerton, WA 98310	1 strand single mode dark fiber	\$0.00	\$300.00
PS08 Route	7300 West Werner Road Bremerton, WA 98312 47.559510° / -122.697848°	1650 3 <sup>rd</sup> Avenue Bremerton, WA 98312	1 strand single mode dark fiber	\$0.00	\$300.00

R06 Route	5144 Francis Street Bremerton, WA 98312 47.556604° / -122.686164°	1650 3 <sup>rd</sup> Avenue Bremerton, WA 98312	1 strand single mode dark fiber	\$0.00	\$300.00
CCF Route 1	1650 3 <sup>rd</sup> Avenue Bremerton, WA 98312 47.549296° / -122.677587°	100 Oyster Bay Avenue N. Bremerton, WA 98312  **Fiber entrance to be on South Side of Bldg to Create Geographic Diversity from PWU Route**	1 strand single mode dark fiber	\$14,007.00	\$300.00
BS10 Route	5785 Imperial Way SW Bremerton, WA 98312 47.496670° / -122.766335°	100 Oyster Bay Avenue Bremerton, WA 98312	1 strand single mode dark fiber	\$12,732.70	\$300.00
PS2A Route	2426 Anderson Hill Road SW Bremerton, WA 98310 47.527114° / -122.680851°	100 Oyster Bay Avenue Bremerton, WA 98312	1 strand single mode dark fiber	\$0.00	\$300.00
R16 Route	260 Sugar Pine Drive Bremerton, WA 98310 47.599106° / -122.646896°	100 Oyster Bay Avenue Bremerton, WA 98312	1 strand single mode dark fiber	\$0.00	\$300.00
R19 Route	2628 Ash Street Bremerton, WA 98310 47.581819° / -122.623630°	100 Oyster Bay Avenue Bremerton, WA 98312	1 strand single mode dark fiber	\$0.00	\$300.00
RO5 Route	3200 1 <sup>st</sup> Street Bremerton, WA 47.564784° / -122.659150°	100 Oyster Bay Avenue Bremerton, WA 98312	1 strand single mode dark fiber	\$0.00	\$300.00
Snyder Flow Control Route	Snyder Flow Control 47°35'2.21"N / 122°39'5.00"W	100 Oyster Bay Avenue Bremerton, WA 98312	1 strand single mode dark fiber	\$0.00	\$300.00
Warren Ave. Flow Control Route	Warren Avenue Flow Control 47°34'39.28"N / 122°37'57.56"W	100 Oyster Bay Avenue Bremerton, WA 98312	1 strand single mode dark fiber	\$0.00	\$300.00
Manette Flow Control Route	Manette Flow Control 47°34'8.81"N / 122°37'24.19"W	100 Oyster Bay Avenue Bremerton, WA 98312	1 strand single mode dark fiber	\$0.00	\$300.00
PS11 Route	844 Callahan Drive Bremerton, WA 98310 47.586962° / -122.626430°	1705 East 31 <sup>st</sup> Street Bremerton, WA 98310	1 strand single mode dark fiber	\$0.00	\$300.00
PS13 Route	2929 Olympus Drive Bremerton, WA 98310 47.590045° / -122.619446°	1705 East 31 <sup>st</sup> Street Bremerton, WA 98310	1 strand single mode dark fiber	\$6,393.31	\$300.00
R15 R18 Route	1925 NE Cheryl Street Bremerton, WA 98310 47.602102° / -122.617344°	1705 East 31 <sup>st</sup> Street Bremerton, WA 98310	1 strand single mode dark fiber	\$0.00	\$300.00

PS14 Route	1930 Homer Jones Drive Bremerton, WA 47°34'39.97"N / 122°37'17.34"W	1705 East 31 <sup>st</sup> Street Bremerton, WA 98310	1 strand single mode dark fiber	\$23,727.84	\$300.00
PS2 Route	2380 Anderson Hill Road SW Bremerton, WA 98367 47.524380° / -122.682607°	2426 Anderson Hill Road SW Port Orchard, WA 98367	1 strand single mode dark fiber	\$0.00	\$300.00
W14 Route	5853 S. Central Valley Road NE Bremerton, WA 98311 47.616640° / -122.650397°	50 NE Vena Avenue Bremerton, WA 98311	1 strand single mode dark fiber	\$32,857.38	\$300.00
R17 R20 Route	400 Ridge Lane NE Bremerton, WA 98311 47.611711° / -122.642523°	50 NE Vena Avenue Bremerton, WA 98311	1 strand single mode dark fiber	\$0.00	\$300.00
CCF Route 2	1650 3 <sup>rd</sup> Avenue Bremerton, WA 98312 47.549296° / -122.677587°	50 NE Vena Avenue Bremerton, WA 98312	1 strand single mode dark fiber	\$0.00	\$300.00
W13 Route	50 NE Vena Avenue Bremerton, WA 47.613521° / -122.650575°	1705 East 31 <sup>st</sup> Street Bremerton, WA 98310	1 strand single mode dark fiber	\$41,803.14	\$300.00
<b>TOTAL COST:</b>				<b>\$301,098.58</b>	<b>\$12,900.00</b>

**Section 2: Initial Service Term.** The Initial Service Term for all of the Services is two hundred forty (240) months.

**Section 3: One-Time, Non-Recurring Installation Charge.** Customer shall pay Provider a one-time, non-recurring installation charge in the amount of Three Hundred One Thousand Ninety-Eight and 58/100 Dollars (\$301,098.58) for the installation of all the dark fiber Services listed above pursuant to this Service Order.

**Section 4: No CPI or Other Rate Increases.** The MRC for the Services set forth in Section 1 above is fixed for the duration of the Initial Service Term. Provider shall not impose any type of CPI-based increase or other cost-of-living / inflation-based adjustment to the MRC for the Services during the Initial Service Term.

**Section 5: Customer Information.**

Account Name: City of Bremerton  
Account Executive to Customer: Jeff Stoner

Invoicing Address: 345 6<sup>th</sup> Street  
Bremerton, WA 98337  
ATTN: Accounts Payable

To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Site Contact:  
Hans Nilsson  
Hans.Nilsson@ci.bremerton.wa.us  
Office: 360-473-5477

Customer Billing Contact:  
Hans Nilsson  
Hans.Nilsson@ci.bremerton.wa.us  
Office: 360-473-5477

Customer Technical Contact:  
Hans Nilsson  
Hans.Nilsson@ci.bremerton.wa.us  
Office: 360-473-5477

*[Signatures on following page.]*



The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

**CUSTOMER:**

**PROVIDER:**

CITY OF BREMERTON

WAVE BUSINESS SOLUTIONS, LLC  
d/b/a Astound Business Solutions

By \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*[The remainder of this page is intentionally left blank.]*



## MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

This Master Services Agreement for Enterprise Services – Governmental Customer (this “**MSA**”) is entered into as of this 3<sup>rd</sup> day of December, 2021 (the “**Effective Date**”), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company, on behalf of itself and its Affiliates (collectively, “**Provider**”), and the CITY OF BREMERTON (“**Customer**”). For purposes of this MSA, the term “**Affiliate**” shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in this MSA as a “**Party**” and together as the “**Parties**.”

### ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the “**Services**”). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more “**Service Orders**,” as described in Section 1.2 below.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a “**Service Site**”); (iii) the initial term of the Service Order (the “**Initial Service Term**”); (iv) the pricing for the Service, including (a) the monthly recurring charges (“**MRC**”) for the Service, and (b) any non-recurring charges (“**NRC**”) associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the “**Agreement**.” Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the “**SLA**”), the SLA constitutes a part of this MSA. Customer’s use of any Services purchased pursuant to the Agreement will also be governed by Provider’s Acceptable Use Policy for Commercial Services (the “**AUP**”) which is posted on Provider’s website at <http://wavebusiness.com/commercial-AUP>. Additional provisions that are applicable only to specific types of Services are contained in Provider’s Service-Specific Terms and Conditions (the “**Service-Specific T&Cs**”) which is posted on Provider’s website at <http://wavebusiness.com/serviceterms>. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

### ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The term of this MSA (the “**MSA Term**”) shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5<sup>th</sup>) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term of a Service Order, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, the Service Order will automatically renew for successive periods of one (1) year (each, a “**Renewal Term**”). During any Renewal Term for a Service Order, either Party may terminate the Service Order at the end of the then-current Renewal Term by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the then-current Renewal Term. The total period of time a Service Order is in effect is referred to as the “**Service Term**” for the Service Order at issue.



### ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider's control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Provider Equipment**") necessary to connect Provider's network facilities to the Customer demarcation point(s) at the Service Site (the "**Demarcation Point(s)**"); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Customer Equipment**") from the Demarcation Point(s) to Customer's internal network. Unless a Service Site is within Provider's control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power, and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "**Service Commencement Date**"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

### ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "**Fees**." Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to Provider within thirty (30) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such thirty (30) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice. Fee disputes unresolved within that time period shall be resolved by the mediation and arbitration procedures set forth in Sections 11.2 and 11.3 below.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate,



Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "**Applicable Taxes**"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

#### ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of "**Default**"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer's on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer's account manager and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

#### ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Non-Appropriation. Customer is a public entity subject to legislative appropriation requirements. As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at issue as a matter of public convenience as provided herein without incurring a Termination Charge or any other early termination fee. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being



terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days' advance written notice to Customer's account manager and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.2 shall be referred to as "**Termination for Customer Convenience.**" In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.3 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate this MSA and/or one or more Service Orders prior to the scheduled Expiration Date in the event of an uncured Default by the other Party.

6.4 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The "**Termination Charge**" shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services; and (iv) one hundred percent (100%) of all remaining MRCs Customer was to pay Provider for the Service during the remainder of the applicable Service Term. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

## ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. "**Confidential Information**" shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals, as well as network maps or diagrams exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees, contractors, advisors or consultants that have a need to know for such purposes (with disclosure to contractors, advisors and consultants being limited to contractors, advisors and consultants that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the



enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 Public Records Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that Washington law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the Public Records Act, chapter 42.56 RCW, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Records Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

## **ARTICLE 8 – LIMITATION OF LIABILITY**

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES



PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

8.6 Disclaimer Regarding HIPAA Compliance. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not compliant with HIPAA. Provider's operations are generally exempt from HIPAA pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA compliant. Provider will not execute a business associate agreement under HIPAA.

#### ARTICLE 9 – INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "**Customer Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

#### ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "**Force Majeure Event**"). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.



## ARTICLE 11 – DISPUTE RESOLUTION

11.1 **Good Faith Negotiations.** Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a “**Dispute**”) arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a “**Dispute Notice**”). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 **Governing Law.** This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State of Washington. Any judicial action arising in connection with this Agreement shall be in the Superior Court of the State of Washington in and for King County, or in the Federal District Court for the Western District of Washington, as applicable.

## ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party’s consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

## ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient’s time). Notices received after 5:00 p.m. (recipient’s time) will be effective the next business day.

**If to Provider:**

Wave Business Solutions, LLC  
3700 Monte Villa Parkway  
Bothell, WA 98021  
ATTN: Business Solutions

**If to Customer:**

City of Bremerton  
1600 Oyster Bay Avenue S.  
Bremerton, WA 98312

**With a Copy to:**

Wave Business Solutions, LLC  
650 College Road East, Suite 3100  
Princeton, NJ 08540  
ATTN: Legal Department

**With a Copy to:**

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

## ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.





## ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 Attorneys' Fees. If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party's reasonable attorneys' and experts' fees and expenses.

15.4 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.5 Exhibits. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

- EXHIBIT A - Service Level Agreement for Lit Fiber Services
- EXHIBIT B - Service Level Agreement for Dark Fiber & Wavelength Services

15.6 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.7 Counterparts; Electronic Signatures. Any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

*[Signatures on following page.]*



The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

**CUSTOMER:**

City of Bremerton

By DocuSigned by:  
Greg Wheeler  
BAF46095E8E747B...  
Name: Greg Wheeler  
Title: Mayor

**PROVIDER:**

Wave Business Solutions, LLC, a Washington limited liability company

By DocuSigned by:  
David Lampkin  
519DA6B14AAA45A...  
Name: David Lampkin  
Title: VP Business Solutions

*[The remainder of this page is intentionally left blank.]*



**EXHIBIT A**  
to  
**Master Services Agreement for Enterprise Services – Governmental Customer**

**Service Level Agreement for Lit Fiber Services**

This Service Level Agreement for Lit Fiber Services (this “SLA”) is a part of the Master Services Agreement for Enterprise Services – Governmental Customer (“MSA”) between Wave Business Solutions, LLC (“WAVE”) and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of lit fiber Services provided by WAVE pursuant to the MSA: (a) dedicated Internet access services, (b) Ethernet transport services, and (c) voice services, including hosted voice.

**1. AVAILABILITY SLA**

WAVE’s Network is designed to provide a target **Availability of at least 99.99%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
<b>99.99% Availability</b>	Less than 4 minutes 20 seconds	Target Met
	4 min. 20 sec. up to 2 hours	5%
	> 2 hour up to 6 hours	10%
	> 6 hours up to 12 hours	20%
	> 12 hours up to 24 hours	35%
	> 24 hours	50%

\*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

**2. MEAN TIME TO RESTORE (“MTTR”) SLA**

In the event of Outages in Services due to failure or malfunction of the WAVE Network or WAVE Equipment, WAVE’s CNOC is designed to provide a **MTTR of 6 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from WAVE on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
<b>6 hr MTTR</b>	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

**3. PACKET DELIVERY/PACKET LOSS SLA**

The WAVE Network is designed to provide **no greater than 0.1% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.



Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
<b>≤ 0.1% Packet Loss</b>	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

#### 4. LATENCY SLA

The WAVE Network is designed to provide a monthly average one-way Latency not to exceed the following:

- For “Local Market” distances of ≤ 75 miles = 10 ms
- For “Inter-Market” distances of between 76 – 750 miles = 20 ms
- For “Long-Haul” distances of > 750 miles = 50 ms

If the applicable Latency target is not achieved in a given month and WAVE does not remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the WAVE CNOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency	Target Inter-Market Latency	Target Long-Haul Latency	Actual One-Way Latency (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
<b>10 ms or less</b>	<b>20 ms or less</b>	<b>50 ms or less</b>	≤ Target Latency	Target Met
			> Target up to 8 ms over Target	5%
			> 8 ms up to 15 ms over Target	10%
			> 15 ms up to 20 ms over Target	25%
			> 20 ms over Target	50%

#### 5. NETWORK JITTER SLA

The WAVE Backbone Network is designed to have a monthly average one-way Network Jitter not to exceed the following:

- For Local Market distances of ≤ 75 miles = 2 ms
- For Inter-Market distances of between 76 – 750 miles = 5 ms
- For Long-Haul distances of > 750 miles = 15 ms

If the applicable Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30<sup>th</sup> of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

#### 6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

#### 7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Availability” means the ability of Customer to exchange Ethernet packets with the WAVE Network via Customer’s router port.



Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\begin{array}{l} \% \text{ Availability} \\ \text{(per calendar month)} \end{array} = \frac{\text{(Total Minutes in Month – Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$$

For Ethernet Transport Services and VoIP Services, Availability is calculated at the individual circuit level, between WAVE's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the WAVE Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of WAVE's targeted MTTR.

"Emergency Maintenance" means WAVE's efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to a variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as an aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on WAVE's Network to another designated point on WAVE's Network. Latency is calculated as an aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the WAVE Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the WAVE CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\begin{array}{l} \text{MTTR in Hrs} \\ \text{(per calendar month)} \end{array} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.



“Packet Loss” means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

“Scheduled Maintenance” means any maintenance of the portion of the WAVE Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the WAVE CNOC upon notification of a Service-related problem. Trouble Tickets may be generated by WAVE pursuant to its internal network monitoring process, or by Customer’s reporting of a problem to the WAVE CNOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE CNOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by WAVE will not provide a basis for Customer credits or Chronic Outage remedies.

“WAVE Backbone Network” means WAVE’s core fiber backbone that connects WAVE’s POPs and regional hubs.

“WAVE’s Commercial Network Operations Center” or “WAVE’s CNOC” means WAVE’s commercial network operations center, which is staffed 24x7x365 and can be reached at: 888-317-0488.

“WAVE Network” means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer’s access port. The “WAVE Network” does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer’s local area network after the demarcation point for the Services provided by WAVE.

## 8. CLAIMING CREDITS AND REMEDIES

**8.1 Requesting SLA Related Credits and Chronic Outage Remedies.** To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

- (i) To claim SLA-related Service credits, Customer must do the following:
  - (a) Open a Trouble Ticket with the WAVE CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
  - (b) Submit a written request for the credit(s) to Customer’s account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
  - (c) Provide the following documentation when requesting the credit(s):
    - Customer name and contact information;
    - Trouble Ticket number(s);
    - Date and beginning/end time of the claimed Outage or failed SLA metric;
    - Circuit IDs for each pertinent circuit/path; and
    - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
  - (a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
  - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer’s account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
  - (c) Provide the following documentation when requesting the remedy:
    - Customer name and contact information;



- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

**8.2 WAVE's Evaluation of Claims.** All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

**8.3 Limitations and Exclusions.** Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affiliates; (v) Force Majeure Events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) WAVE's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) WAVE's inability to deliver Service by Customer's desired due date.

*[The remainder of this page is intentionally left blank.]*



**EXHIBIT B**  
to  
**Master Services Agreement for Enterprise Services – Governmental Customer**

**Service Level Agreement for Dark Fiber & Wavelength Services**

This Service Level Agreement for Dark Fiber & Wavelength Services (this “SLA”) is a part of the Master Services Agreement for Enterprise Services – Governmental Customer (“MSA”) between Wave Business Solutions, LLC (“WAVE”) and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Services provided by WAVE pursuant to the MSA: (i) dark fiber services, and (ii) wavelength services.

**1. AVAILABILITY SLA**

WAVE’s dark fiber paths and wavelengths are designed to provide a target Availability of **at least 99.9%** per calendar month. If the Availability target is not met with respect to a given dark fiber path or wavelength in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of dark fiber or wavelength Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected Service.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Service
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

**2. MEAN TIME TO RESTORE (“MTTR”) SLA**

In the event of Outages in the Services, WAVE’s CNOC is designed to provide a MTTR of **no greater than 6 hours**. If the target MTTR is not met for a particular dark fiber path or wavelength in a given calendar month, and Customer receives a Service from WAVE on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Service
<b>6 hr MTTR</b>	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

**3. CHRONIC OUTAGE**

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.





#### 4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Availability” means the dark fibers or the wavelength at issue is available to and accessible by Customer at the specified locations, is capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. WAVE does not monitor the use or availability of dark fiber or wavelength Services, thus any Outage must be reported to WAVE by Customer.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore “TTR” in excess of WAVE’s targeted MTTR.

“Emergency Maintenance” means WAVE’s efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in Services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE’s reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE’s delivery of the Services to Customer.

“Mean Time to Restore” or “MTTR” means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the WAVE CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Scheduled Maintenance” means any maintenance of the portion of the WAVE Network to which Customer’s demarc is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the WAVE CNOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE CNOC and open a Trouble Ticket regarding the problem.

“WAVE’s Commercial Network Operations Center” or “WAVE’s CNOC” means WAVE’s commercial network operations center, which is staffed 24x7x365 and can be reached at: 888-317-0488.

“WAVE Network” means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes



Customer's access port. The "WAVE Network" does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer's local area network after the demarcation point for the Services provided by WAVE.

## 5. CLAIMING CREDITS AND REMEDIES

**5.1 Requesting SLA Related Credits and Chronic Outage Remedies.** To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

- (i) To claim SLA-related Service credits, Customer must do the following:
  - (a) Open a Trouble Ticket with the WAVE CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
  - (b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
  - (c) Provide the following documentation when requesting the credit(s):
    - Customer name and contact information;
    - Trouble Ticket number(s);
    - Date and beginning/end time of the claimed Outage or failed SLA metric;
    - Circuit IDs for each pertinent circuit/path; and
    - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
  - (a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
  - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
  - (c) Provide the following documentation when requesting the remedy:
    - Customer name and contact information;
    - Type of remedy requested (e.g., substitution or termination);
    - Trouble Ticket numbers for each individual Outage event;
    - Date and beginning/end time of each of the claimed Outages;
    - Trouble Ticket number for the Chronic Outage at issue;
    - Circuit IDs for each pertinent circuit/path; and
    - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

**5.2 WAVE's Evaluation of Claims.** All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next



monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

**5.3 Limitations and Exclusions.** Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affiliates; (v) Force Majeure Events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) WAVE's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) WAVE's inability to deliver Service by Customer's desired due date.

*[The remainder of this page is intentionally left blank.]*

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A5**

**SUBJECT:**

Water Quality Combined Financial  
Assistance Agreement with the State of WA  
Department of Ecology for the Tracyton  
Beach Road Sewer Improvements Project

Study Session Date: August 9, 2023  
COUNCIL MEETING Date: August 16, 2023  
Department: PW&U/Engineering  
Presenter: Bill Davis  
Phone: (360) 473-2312

**SUMMARY:**

The City has been offered a \$5,008,000 loan from the Department of Ecology to improve the sanitary sewer along Tracyton Beach Road. The current sewer requires weekly maintenance by City operations and maintenance staff to avoid backups and a potential overflow. The improvements, which include two new small pump stations and gravity sewer mains, will increase the velocity through the existing main to increase capacity and eliminate the settling of solids. The project is scheduled to be designed in 2023/2024 and constructed in 2025. The requested action before the City Council is to approve the loan agreement and authorize the Mayor to execute the loan.

**ATTACHMENTS:**

- 1) CWSRF Loan Agreement WQC-2023-BremPW-00148; 2) Site Plan

**FISCAL IMPACTS (Include Budgeted Amount):** The project is included in the Wastewater CIP (Project ID WW00036). The loan has an interest rate of 1.1 percent for a term of 20 years.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:**

Move to approve the Clean Water State Revolving Fund Loan Agreement for the Tracyton Beach Road Sewer Improvements Project; 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



## Agreement No. WQC-2023-BremPW-00148

### WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF BREMERTON

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Bremerton, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

---

#### GENERAL INFORMATION

Project Title:	Tracyton Beach Road Sewer Improvements
Total Cost:	\$5,008,000.00
Total Eligible Cost:	\$5,008,000.00
Ecology Share:	\$5,008,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2022
The Expiration Date of this Agreement is no later than:	12/31/2025
Project Type:	Wastewater Facility

#### Project Short Description:

This project improves water quality in Sinclair Inlet and Port Washington Narrows by improving the sewer collection system along Tracyton Beach Road in East Bremerton. This project consists of design and construction of improvements to the collection system to increase the velocity of waste through the gravity main.

#### Project Long Description:

This project improves water quality in Sinclair Inlet and Port Washington Narrows by improving the sewer collection system along Tracyton Beach Road in East Bremerton. This project consists of design and construction of improvements to the collection system to increase the velocity of waste through the gravity main.

The RECIPIENT owns, operates, and maintains two wastewater treatment plants (West Plant and East Plant) and their respective collection systems.

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

The gravity pressure main along Tracyton Beach Road has had ongoing maintenance issues for many years and requires RECIPIENT staff to visit the system weekly to jet and vactor the line, to prevent sewage system overflows (SSO). The flow velocity in the pipe is very low, since there is not enough sewage flow from the upland collection systems that drains into the pipe. Because of the very low flow velocity, solid deposition occurs and there is no scouring of the pipe. Sewage solidifies in the main and prevents continuous flow. To keep sewage moving through the pipe and to prevent SSO events, the main requires ongoing maintenance, which is expensive and prevents the RECIPIENT's operation and maintenance (O&M) staff from performing other urgent maintenance work due to limited resources.

Overall Goal:

The goal of this design and construction project is to minimize the possibility of an SSO events to Puget Sound and reduce the burden on the RECIPIENT to maintain the sewer main along Tracyton Beach Road.

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

**RECIPIENT INFORMATION**

Organization Name: City of Bremerton

Federal Tax ID: 91-6001231  
UEI Number: HV84RG6NYNG4

Mailing Address: 100 Oyster Bay Ave N  
Bremerton, WA 98312

Physical Address: 345 6th Street  
Bremerton, WA 98337

Organization Email: chance.berthiaume@ci.bremerton.wa.us

**Contacts**

Agreement No: WQC-2023-BremPW-00148  
 Project Title: Tracyton Beach Road Sewer Improvements  
 Recipient Name: City of Bremerton

<p><b>Project Manager</b></p>	<p>William Davis                  Managing Engineer</p> <p>345 6th Street, Suite 100                  Bremerton, Washington 98337                  Email: william.davis@ci.bremerton.wa.us                  Phone: (360) 473-2312</p>
<p><b>Billing Contact</b></p>	<p>Kirsten Cooper</p> <p>345 6th Street, Suite 100                  Bremerton, Washington 98337                  Email: kirsten.cooper@ci.bremerton.wa.us                  Phone: (360) 473-5209</p>
<p><b>Authorized Signatory</b></p>	<p>Greg Wheeler                  Mayor</p> <p>345 6th Street, Suite 600                  Bremerton, Washington 98337                  Email: greg.wheeler@ci.bremerton.wa.us                  Phone: (360) 473-5266</p>



Agreement No: WQC-2023-BremPW-00148  
 Project Title: Tracyton Beach Road Sewer Improvements  
 Recipient Name: City of Bremerton

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
 Water Quality  
 PO BOX 47600  
 Olympia, WA 98504-7600

Physical Address: Water Quality  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

<p><b>Project Manager</b></p>	<p>Madison Diaz</p> <p>PO Box 330316                  Shoreline, Washington 98133-9716                  Email: MDIA461@ecy.wa.gov                  Phone: (425) 495-1777</p>
<p><b>Financial Manager</b></p>	<p>Tammie McClure</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: tmcc461@ecy.wa.gov                  Phone: (360) 628-4315</p>

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

**AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State  
Department of Ecology

City of Bremerton

By: \_\_\_\_\_

By: \_\_\_\_\_

Vincent McGowan, P.E.  
Date  
Water Quality  
Program Manager

Greg Wheeler  
Date  
Mayor

Template Approved to Form by  
Attorney General's Office

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

Angela Hoover

---

City Clerk

Date

Kylie Finnell

---

City Attorney

Date

Agreement No: WQC-2023-BremPW-00148  
 Project Title: Tracyton Beach Road Sewer Improvements  
 Recipient Name: City of Bremerton

## SCOPE OF WORK

Task Number: 1 **Task Cost: \$30,000.00**

Task Title: Grant and Loan Administration

### Task Description:

- A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.
- B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.
- C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

### Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- \* Properly maintained project documentation.

## Grant and Loan Administration

### Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

Agreement No: WQC-2023-BremPW-00148  
 Project Title: Tracyton Beach Road Sewer Improvements  
 Recipient Name: City of Bremerton

**SCOPE OF WORK**

Task Number: 2 **Task Cost:** \$54,000.00

Task Title: Environmental Permitting and Cultural Resources

Task Description:

A. The RECIPIENT will conduct appropriate environmental reviews of the project. The RECIPIENT will provide a complete SERP information package with a SERP Cover Sheet at the time plans and specification are submitted to ECOLOGY for approval. The RECIPIENT will include the SEPA checklist and threshold determination, documentation of public participation, and required Environmental Justice information.

B. The RECIPIENT will conduct appropriate cultural resources reviews of the project. The RECIPIENT will provide a Ecology Cultural Resources Review form. The RECIPIENT will provide any additional information for ECOLOGY to lead the required cultural resources consultation. Costs incurred for ground disturbing activities that occur before cultural resources review will not be eligible for reimbursement.

C. The RECIPIENT will complete an ECOLOGY inadvertent discovery plan template for their project.

Task Goal Statement:

See overall goal.

Task Expected Outcome:

See overall goal.

**Environmental Permitting and Cultural Resources**

**Deliverables**

Number	Description	Due Date
2.1	Complete SERP information package.	
2.2	Ecology Cultural Resources Review form.	
2.3	Public Inadvertent Discovery Plan.	

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

## SCOPE OF WORK

Task Number: 3 **Task Cost:** \$612,000.00

Task Title: Project Design

### Task Description:

A. The RECIPIENT will procure engineering services in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT will submit all contracts for engineering services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will design improvements to the collection system to increase the velocity through the gravity main and improve the sewer collection system along Tracyton Beach Road in East Bremerton. This may include pump stations, grinder pump stations, conveyance pipelines and decommissioning of sewer lines. Plans and specifications developed by the RECIPIENT will be consistent with planning and design requirements of Chapter 173-240 WAC.

C. The plans and specifications, construction contract documents, and addenda will be approved by the RECIPIENT prior to submittal for ECOLOGY review. All paper construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. All reduced drawings will be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. A current construction cost estimate will be submitted along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.

D. The RECIPIENT will provide the plan of interim operation for the facility.

E. The RECIPIENT will complete the facility designs within one year after the execution of this AGREEMENT.

F. The RECIPIENT will provide a constructability review and quality assurance check copy of the project drawing and specification package at the 60 percent and 90 percent completion.

G. The RECIPIENT will submit an amendment to the ECOLOGY approved engineering report dated December 3, 2021. The amendment will be reviewed and approved by ECOLOGY prior to submitting design documents for this project. The Engineering Report dated December 3, 2021, in combination with the approved amendment, will constitute the planning documents ready for drafting project plans and specifications. The amendment to the engineering report will be in accordance with the requirements of WAC 173-240-060.

H. As a condition of receiving this funding, the RECIPIENT will conduct an investment grade efficiency audit (IGEA). The RECIPIENT will review their energy use related to their wastewater systems looking for cost effective energy savings. The recipient may also submit documentation of an energy efficiency review conducted within the last 5 years. If the RECIPIENT cannot conduct an energy audit of the utility, the RECIPIENT may procure a third-party analysis of potential energy and water efficiency measures for incorporation into the design of the wastewater treatment and collection facilities.

### Task Goal Statement:

See overall goal.

Agreement No: WQC-2023-BremPW-00148  
 Project Title: Tracyton Beach Road Sewer Improvements  
 Recipient Name: City of Bremerton

Task Expected Outcome:

See overall goal.

**Project Design**

**Deliverables**

Number	Description	Due Date
3.1	Executed contracts for design engineering services.	
3.2	Documentation of the RECIPIENT’s process for procuring engineering services and affidavit of publications.	
3.3	Documentation of opinions of probable construction costs for the proposed improvement.	
3.4	Final bid documents for the RECIPIENT’s use in soliciting bids from Contractors to construct the improvements.	
3.5	Two copies of the final design with detailed cost estimates and specifications.	
3.6	60 and 90-percent design documents.	
3.7	Engineering Report amendment will be submitted to address design changes not included in the approved Engineering Report.	
3.8	IGEA documentation.	

Agreement No: WQC-2023-BremPW-00148  
 Project Title: Tracyton Beach Road Sewer Improvements  
 Recipient Name: City of Bremerton

**SCOPE OF WORK**

Task Number: 4 **Task Cost: \$0.00**

Task Title: Project Design (Continued)

Task Description:

I. As a condition of receiving this funding, the RECIPIENT will provide ECOLOGY with a plan for increasing user rates necessary to support this loan. The plan will include the total revenue requirement and the user rates necessary for the RECIPIENT to operate and maintain the funded utility, to establish reserves to pay for equipment replacement, and to pay debt service. The plan will identify a schedule of rate increases necessary to achieve the total revenue requirement by the estimated date of loan repayment. The RECIPIENT will provide ECOLOGY with a resolution or ordinance adopting the required schedule of rate increases. Funding for this task provided in Task 3.

Task Goal Statement:

See overall goals.

Task Expected Outcome:

See overall goals.

**Project Design (Continued)**

**Deliverables**

Number	Description	Due Date
4.1	Sewer Revenue and User Rate plan, and implementing ordinance.	



Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

## SCOPE OF WORK

Task Number: 5 **Task Cost:** \$112,000.00

Task Title: Project Construction Management

### Task Description:

- A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. This may involve procuring the professional services. If professional services are procured, the RECIPIENT will procure them in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.
- B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan will describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.
- C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.
- D. Upon completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).
- E. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans, specifications, and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

### Task Goal Statement:

See overall goal.

### Task Expected Outcome:

See overall goal.

Agreement No: WQC-2023-BremPW-00148  
 Project Title: Tracyton Beach Road Sewer Improvements  
 Recipient Name: City of Bremerton

**Project Construction Management**

**Deliverables**

Number	Description	Due Date
5.1	Executed contracts for construction management services.	
5.2	Documentation of the RECIPIENT’s process for procuring construction management services.	
5.3	Construction Quality Assurance Plan.	
5.4	“As-built” plans.	
5.5	Substantial Completion and Physical Completion documents/letters.	
5.6	Declaration of Construction completion) and one electronic copy of the Record Drawings. Submit the electronic copy in searchable PDF format at minimum resolution of 300 dpi.	

Agreement No: WQC-2023-BremPW-00148  
 Project Title: Tracyton Beach Road Sewer Improvements  
 Recipient Name: City of Bremerton

**SCOPE OF WORK**

Task Number: 6 **Task Cost: \$4,200,000.00**

Task Title: Project Construction

Task Description:

A. The RECIPIENT will execute a contract with a contractor selected in compliance with state law. The RECIPIENT will include ECOLOGY’s specification insert in the contract documents. The RECIPIENT will submit Bid Tabs, the Notice of Award, the Notice to Proceed, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project may include pump stations, grinder pump stations, conveyance pipelines and decommission sewer lines.

C. The RECIPIENT will conduct a pre-construction conference and will invite ECOLOGY staff to the meeting.

Task Goal Statement:

See overall goal.

Task Expected Outcome:

See overall goal.

**Project Construction**

**Deliverables**

Number	Description	Due Date
6.1	Copy of the advertisement for bids and the affidavit of publication.	
6.2	Copy of the bid tabs, notice of award and a copy of the executed construction contract.	
6.3	Copy of the notice to proceed.	
6.4	Minutes of the pre-construction meeting.	

Agreement No: WQC-2023-BremPW-00148  
 Project Title: Tracyton Beach Road Sewer Improvements  
 Recipient Name: City of Bremerton

**SCOPE OF WORK**

Task Number: 7 **Task Cost: \$0.00**

Task Title: Change Order Allowance

Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications will be submitted for approval, prior to execution. All other change orders will be submitted within 30 days after execution.

Task Goal Statement:

See overall goal.

Task Expected Outcome:

See overall goal.

**Change Order Allowance**

**Deliverables**

Number	Description	Due Date
7.1	A copy of all change orders.	

Agreement No: WQC-2023-BremPW-00148  
 Project Title: Tracyton Beach Road Sewer Improvements  
 Recipient Name: City of Bremerton

**SCOPE OF WORK**

Task Number: 8 **Task Cost: \$0.00**

Task Title: Asset Management Plan

Task Description:

A. As a condition of receiving this funding, the RECIPIENT will prepare an asset management program (fiscal sustainability plan). The RECIPIENT will certify that a plan that contains at least the minimum required elements listed below has been developed and is being implemented:

1. An inventory of critical assets that belong to the utility.
2. An evaluation of the condition and performance of the critical assets.
3. A plan to maintain, repair, and replace the critical assets and to fund those activities.
4. A process to evaluate and implement water and energy conservation efforts as part of the plan.

B. This task may involve procuring professional services. If professional services are procured, the RECIPIENT will procure them in accordance with state law. The RECIPIENT will include ECOLOGY’s specification insert in the contract documents. The RECIPIENT will submit all contracts for professional services before ECOLOGY will provide reimbursement for work performed under this task.

C. The RECIPIENT will certify that a plan that contains at least the minimum required elements listed above has been developed and is being implemented.

Task Goal Statement:

See overall goal.

Task Expected Outcome:

See overall goal.

**Asset Management Plan**

**Deliverables**

Number	Description	Due Date
8.1	Executed contracts for professional services.	
8.2	Certification that the asset management program (fiscal sustainability plan) has been developed and is being implemented.	

Agreement No: WQC-2023-BremPW-00148  
 Project Title: Tracyton Beach Road Sewer Improvements  
 Recipient Name: City of Bremerton

**BUDGET**

**Funding Distribution EL230360**

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SRF Loan (State) Funding Type: Loan  
 Funding Effective Date: 07/01/2022 Funding Expiration Date: 12/31/2025

Funding Source:

Title: CWSRF-SFY23 (State)

Fund: FD0727

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 1.1% Interest Rate: 0.8% Admin Charge: 0.3%

Terms: 20 years

Project Start Date: 07/01/2022 Project Completion Date: 12/31/2025

Estimated Initiation of Operation date: 12/31/2025

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 681

Agreement No: WQC-2023-BremPW-00148  
 Project Title: Tracyton Beach Road Sewer Improvements  
 Recipient Name: City of Bremerton

<b>SRF Loan (State)</b>	<b>Task Total</b>
Grant and Loan Administration	\$ 30,000.00
Project Design	\$ 612,000.00
Project Construction Management	\$ 112,000.00
Project Construction	\$ 4,200,000.00
Environmental Permitting and Cultural Resources	\$ 54,000.00

**Total: \$ 5,008,000.00**

Agreement No: WQC-2023-BremPW-00148  
 Project Title: Tracyton Beach Road Sewer Improvements  
 Recipient Name: City of Bremerton

**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
SRF Loan (State)	0.00 %	\$ 0.00	\$ 5,008,000.00	\$ 5,008,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 5,008,000.00</b>	<b>\$ 5,008,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.



Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasement or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

## SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

#### Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

#### d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

### SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website. (This form is used for Section 319 funds only)
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

**B. Funding Recognition and Outreach:** In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

**C. Load Reduction Reporting:** The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

**D. Time Extension:** The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

#### SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

**A. Accounting Standards:** The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

**B. Acquisitions:** Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

**C. Audit Requirements:** In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://facweb.census.gov/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Unique Entity Identifier (UEI) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a UEI number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.?

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.



Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

#### SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for SRF Equivalency projects only)
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)
8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

**B. American Iron and Steel (Buy American):** This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

**C. Authority of RECIPIENT:** This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’s authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

**D. Equivalency Projects: (For designated equivalency projects only)**

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see [www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf](http://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf)).

**E. Fiscal Sustainability Plan Certification:** The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

**F. Funding Recognition and Outreach:** In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

**G. Insurance:** The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

**H. Litigation Authority:** No litigation is now pending, or to the RECIPIENT’s knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

#### Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY’s notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:  
Department of Ecology  
Cashiering Unit  
P.O. Box 47611  
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY’s Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT’s payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

#### K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

RECIPIENT” to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

**Certification.** Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

**Q. Sale or Disposition of Funded Utility:** The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

**R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects:** If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

**S. Termination and Default:**

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient



Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

#### ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

#### Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

**Documents and Materials.** If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

**Collection and Enforcement Actions.** In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

**Fees and Expenses.** In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

**Damages.** Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

**T. User-Charge System for Funded Utilities:** The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

## **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

#### **EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### **B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov>.

#### **C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) <<https://sam.gov/SAM/>> exclusion list.

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
    - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff, volunteers, and contractors working at the project site.
  - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement 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.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.



Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 20. PROGRESS REPORTING

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
  - b) Be kept in a common file to facilitate audits and inspections.
  - c) Clearly indicate total receipts and expenditures related to this Agreement.
  - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQC-2023-BremPW-00148  
Project Title: Tracyton Beach Road Sewer Improvements  
Recipient Name: City of Bremerton

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



MAP – PROJECT SITE

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A6**

**SUBJECT:** Ordinance to amend  
BMC Section 9.10.030 of the entitled  
"Rotating Roster"

Study Session Date: August 9, 2023  
COUNCIL MEETING Date: August 16, 2023  
Department: Legal  
Presenter: Kylie Finnell,  
City Attorney  
Phone: (360) 473-2345

**SUMMARY:** The City Council desires to add language to Bremerton Municipal Code (BMC) Chapter 9.10 by amending BMC 9.10.030. The current provisions contained in BMC 9.10.030 potentially allow eligible towing operators the opportunity to create multiple companies under the same corporate entity thereby resulting in an inequitable amount of time placed on the rotating roster. The language added in the proposed amendment is largely similar to language contained in the Port Orchard Municipal Code and would prevent this situation from occurring.

**ATTACHMENTS:** Ordinance No. \_\_\_\_\_

**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 pass Ordinance No. \_\_\_\_\_ amending Section 9.10.030 of the Bremerton Municipal Code entitled "Rotating Roster."

**COUNCIL ACTION:**     Approve         Deny         Table         Continue         No Action

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE** of the City Council of the City of Bremerton, Washington, amending Section 9.10.030 of the Bremerton Municipal Code entitled "Rotating Roster."

WHEREAS, the current provisions of Section 9.10.030 of the Bremerton Municipal Code relating to the tow truck rotating roster result in the potential to create an inequity amongst eligible towing operators; and

WHEREAS, the City Council desires to amend the provisions relating to Section 9.10.030 of the Bremerton Municipal Code in order to ensure that each eligible towing operator has an opportunity for an equitable amount of time to remain on the rotating roster; NOW THEREFORE,

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

**SECTION 1.** Section 9.10.030 of the Bremerton Municipal Code entitled "Rotating Roster" is hereby amended to read as follows:

**9.10.030 ROTATING ROSTER.**

Towing operators placed by the Chief of Police on the roster maintained in accordance with BMC 9.10.010 shall have the exclusive right to provide City authorized and City requested tows; provided, however, ~~t~~That the various individual towing operators shall be granted such right on a rotating basis, for periods of thirty (30) days; and ~~p~~Provided, further, ~~t~~That if during the towing operator's period of rotation the City has need for towing services which the towing operator does not possess the equipment to meet, the City may, at its option, request towing services from any towing operator capable of meeting those needs. Any corporate entity owning or controlling one or more tow companies shall be considered a single company for the purposes of the rotating roster.

**SECTION 2.** *Corrections.* The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener, clerical, typographical, and spelling errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**SECTION 3.** *Severability.* If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

**SECTION 4.** *Effective Date.* This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.



PASSED by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
JEFF COUGHLIN, Council President

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
GREG WHEELER, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ANGELA HOOVER, City Clerk

\_\_\_\_\_  
KYLIE J. FINNELL, City Attorney

PUBLISHED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
EFFECTIVE the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
ORDINANCE NO. \_\_\_\_\_.

R:\Legal\Legal\Ordinances\Legal\2023.07.25 Ordinance - BMC 9.10.030 - Rotating Roster.docx

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A7**

---

**SUBJECT:**

Ordinance to update BMC Chapter 9.32  
entitled "Unauthorized Camping"

Study Session Date: August 9, 2023  
COUNCIL MEETING Date: August 16, 2023  
Department: Legal  
Presenter: Kylie Finnell, City  
Attorney  
Mychael Raya  
Assistant City Attorney  
Phone: (360) 473-2345

**SUMMARY:**

The City Council included an update to BMC Chapter 9.32 "Unauthorized Camping" in the Council's 2023 Goals and Priorities.

Council discussed this issue at the Study Sessions on June 26<sup>th</sup>, July 12<sup>th</sup>, and July 26<sup>th</sup>. Public comment was received at the Council Meetings on July 5<sup>th</sup>, July 19<sup>th</sup>, and August 2<sup>nd</sup>. Council has also received numerous written comments related to this issue.

The August 9<sup>th</sup> Study Session will continue the discussion regarding how the Council would like to amend the ordinance.

Questions for consideration:

Does the Council want any limitations on camping on public property even if there is no shelter space available? If no, then an amendment to the code to restrict enforcement of the existing code to times when shelter space is available is all that is required.

If the Council does want limitations even if there is no shelter space is available, what limitations does the Council want? A section is included in the draft ordinance for Council to select specific locations that will be restricted/limited.

Location limitations enacted by other cities include public places such as environmentally sensitive areas, areas around schools and childcare centers, right-of-way, streets and sidewalks, buildings, parking lots and garages, and parks.

Time limitations have also been established by some cities such as prohibiting camping during certain hours. Time limitation language is not included in the most recent draft ordinance based on the input received during the 7/26 Study Session discussion.

Manner limitations have included restrictions on what is used for camping such as prohibition on use of propane and building structures. Examples from other jurisdictions are included in the attachments.

Does the Council want to allow camping at designated areas when shelter space is not available? If so, what locations?

Whereas sections will still be modified to fit Bremerton for purposes of final proposed ordinance.

**FISCAL IMPACTS (Include Budgeted Amount):**

**ATTACHMENTS:** 1) Draft Ordinance, overview of restrictions in other cities to include definition examples of “available shelter space,” and overview of Vancouver, Kent, and Portland distance & manner restrictions; 2) Notes and picture from Council President Coughlin.

**STUDY SESSION AGENDA:**                     Limited Presentation         Full Presentation

**STUDY SESSION ACTION:**    Consent Agenda         General Business         Public Hearing

**RECOMMENDED MOTION:**

Move to pass Ordinance No. \_\_\_\_\_ to update Bremerton Municipal Code Chapter 9.32 entitled “Unauthorized Camping.”

**COUNCIL ACTION:**    Approve         Deny         Table         Continue         No Action

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE** of the City Council of the City of Bremerton, Washington, amending Chapter 9.32 of the Bremerton Municipal Code entitled “Unauthorized Camping.”

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

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

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

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

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

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

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

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

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

WHEREAS, illegal camping alongside Lakes, Rivers, Waterways, Creeks and Streams, including but not limited to Shoreline Environments protected under the adopted Shoreline Management Program; and Critical Areas and Resource Lands Regulations (wetlands, critical aquifer recharge areas, fish and wildlife habitat areas), under the adopted Critical Areas Ordinance (collectively referred to hereinafter as “Protected Waters” as shown on the attached map), contributes to littering and human waste being found in and around the Protected Waters; and

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

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

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

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

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

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

**SECTION 1.** Chapter 9.32 of the Bremerton Municipal Code entitled "Unauthorized Camping" is hereby amended to read as follows:

**Chapter 9.32  
UNAUTHORIZED CAMPING**

**9.32.010 PURPOSE.**

It is the purpose of this chapter to promote public health, safety, and welfare by preserving for public use public spaces. People camping and storing personal property on public property and on public rights-of-way, such as streets, sidewalks and alleys, are engaged in conduct which creates a public health and safety hazard due to interference with use of the rights-of-way. Use of public property for camping purposes or storage of personal property on

public property that is not designated as an area for camping creates dangerous public health and safety concerns for those experiencing homelessness, the general public, city employees, and first responders. These activities foster unsanitary conditions, damage the natural environment, and interfere with the rights of others to use public property for the purposes for which they were intended. It is the purpose of this chapter to prevent harm to the health and safety of the public and to promote the public health, safety and general welfare by keeping public streets and other public property readily accessible to the public.

### **9.32.0420 DEFINITIONS.**

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

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

“Available overnight shelter” means a public or private shelter, with an overnight space available and open to the individual experiencing homelessness at no charge. Overnight shelter is not considered “available” if the individual experiencing homelessness is required to participate in religious instruction in exchange for shelter.

(ab) "Camp" means (1) to dwell, reside within or use camping facilities for temporary or permanent habitation or housing; and/or (2) to use camping paraphernalia.

(bc) "Camping facilities" include, but are not limited to, recreational vehicles, motor vehicles, trailers, tents, huts, or temporary shelters.

(ed) "Camping paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-City-designated cooking facilities and similar equipment.

(de) "Director" means any Director of a City of Bremerton department having authority over a public place or any other person authorized by the Mayor to exercise such authority or his or her designee.

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

(eg) "Park" means and includes all City parks, public squares, park drives, parkways, boulevards, golf courses, park museums, zoos, bathing beaches, and play and recreation grounds under the jurisdiction of the City of Bremerton Parks and Recreation Department.

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

(i) “Public entity” is the state, county, any municipal corporation, or other taxing district and includes any and all divisions and subdivisions thereof, including but not limited to entities referred to throughout state law as follows: agency, district, general purpose government, governmental entity, governmental body, instrumentality, local agency, local government, local governmental entity, local public agency, local public body, municipal corporation, municipality, political subdivision, public agency, public body, public body corporate and politic, public corporation, quasi-municipal corporation, special district, special purpose district, taxing district, and units of government.

(fj) “Public place/property” means and includes streets, ways, boulevards, sidewalks, planting or parking strips, shoulders, squares, triangles, rights-of-way, publicly owned parking lot or publicly owned area, improved or unimproved, and other public places appropriated to the

**Commented [MR1]:** These are two examples definitions of shelter space. A list of language used by other cities has been compiled in a separate attachment.

public for public use, including buildings, structures and appurtenances situated thereon, all parks, streets, rights-of-way, sidewalks, and any other property in which a public entity has a property interest.

(gk) "Recreational vehicle" means a travel trailer, motor home, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicle, is transient and is not immobilized or permanently affixed to a mobile home lot.

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

(im) "Street" means any highway, avenue, lane, road, street, drive, place, boulevard, alley, right-of-way, and every way or place in the City of Bremerton open as a matter of right to public vehicular travel.

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

"Critical Area" means an area that possesses important natural functions and embodies a variety of important natural and community values. Such areas include wetlands, streams, fish and wildlife habitat, steep slopes, geologic hazard areas, critical aquifer recharge areas, flood hazard areas as well as the buffers which serve to protect the aforementioned areas, watershed areas, or any area included within BMC 20.14.

**Commented [MR2]:** "Critical Area" is better defined within the BMC than "Wetland." Wetland is included within the description of "critical area" in BMC 20.14.

### **9.32.0230 UNAUTHORIZED CAMPING IN PUBLIC PLACES.**

(a) Except as permitted by permit pursuant to BMC 9.32.0640 or as otherwise provided by City Code or ordinance, it shall be unlawful for any person to camp in or otherwise occupy any park or other public place or public property.

(b) Public property with sensitive or incompatible uses. The prohibition on camping shall apply at all times on public property with the uses listed in this subsection:

(1) Any park.

(2) Critical areas and water supply properties that are owned by the City for the purposes of producing, pumping, storing, treating, and protecting domestic drinking water sources.

(3) City-owned buildings, parking lots, and appurtenances used to conduct the business of the City.

(4) Within XXX feet from any preschool, child day care center, or early learning facility as defined in RCW 43.216.010(1)(a) & (b); or any public or private elementary, middle,

**Commented [MR3]:** See attachment for further examples from Portland, OR and Vancouver, WA ordinances.

junior high or high school as defined in WAC 246-366-010; or any community facility or playground commonly known as but not limited to (x location here), (x location here), and (x location here).

(5) Additional locations could be added as Council sees fit.

(c) Enforcement suspended. The authority to issue a citation or arrest and file charges for a violation of this section shall be suspended any time there is no available overnight shelter space for the individual camping. Nothing in this section shall be construed to prevent the enforcement of any person camping on any of the properties set forth in subsection (b) of this section at all times, regardless of the availability of shelter. Any person camping on any of the properties set forth in subsection (b) of this section shall be required to immediately remove the camp and its associated camp facilities upon request of a peace officer or other public officer.

(d) Designated camping locations. At times when there is no available overnight shelter space available for the individual camping, occupation of public property, camping, and storage of personal property shall be allowed at the following designated sites:

- (1) Designated site location
- (2) Designated site location

#### **9.32.0340 UNAUTHORIZED STORAGE IN-OF PERSONAL PROPERTY ON PUBLIC PLACESPROPERTY.**

(a) Unless caused by city action, or otherwise authorized by city code, city contract or permit, it shall be unlawful for any person to store personal property on any public property overnight. Except as permitted by permit pursuant to BMC 9.32.040 or as otherwise provided by City Code or ordinance, it shall be unlawful for any person to store, pitch or park camping facilities or to store or pitch camping paraphernalia in any park or other public place.

(b) Recreational vehicles may be parked in authorized parking spaces within City public rights-of-way subject to the provisions of BMC Chapter 10.101-BMC.

(c) Enforcement of this section shall be suspended in the event a person is camping and/or storing personal property at a designated location as provided for in BMC 9.32.030(d) and there is no available overnight shelter for the individual camping. Nothing in this section is construed to prevent the enforcement of any person camping or storing personal property on any of the properties set forth in BMC 9.32.030(b) at all times, regardless of the availability of shelter.

(d) No citation shall be issued for a violation of this section if the person identified as the owner of the personal property, camping facilities, or camping paraphernalia immediately removes the personal property, camping facilities, or camping paraphernalia upon request.

#### **9.32.050 PROTECTION AGAINST HARM TO PROTECTED WATERS.**

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

(1) Build or erect a structure of any type along the Protected Waters or drive a nail or other object into any tree or other natural vegetation for the purpose of building a shelter or any other structure, or for affixing an object to any tree or other natural vegetation.

(2) Dig on the banks of any Protected Waters.

**Commented [MR4]:** Any number of locations could be added here.

**Commented [MR5]:** Designated areas for camping/encampments can be listed here. As these locations are selected, one consideration is what language needs to be added here regarding how the City will regulate these areas (if at all), and the authority the Administration has to change these areas based on current conditions. The City of Vancouver allows camping in "Safe Stay Communities" and I have attached their entire ordinance as a reference for Council's review. I have also included an example from Kent's ordinance re: the procedure to remove an unlawful camp when it falls outside of these designated areas.

**Commented [MR6]:** I have left this section in for now because there seemed to be consensus that this language was preferred. However, "critical areas" are included in 9.32.030(b) as areas where camping is prohibited at all times so this may not be necessary, although could provide an extra layer of protection for these areas.



(3) Move boulders, destroy vegetation, pave roads or paths, or otherwise reconfigure the natural landscape or other City-approved development on the banks of any Protected Waters.

(4) Drive, park or bring any vehicle onto any portion of the banks of any Protected Waters that is not designated for vehicle traffic and/or parking.

(5) Discharge garbage, refuse, or human or animal waste along the banks or into any Protected Waters.

#### **9.32.0460 PERMIT.**

(a) The Director is authorized, by permit, to allow persons to camp, occupy camping facilities, or use or store camping paraphernalia within or on any park or other public place that may be designated by the City for such use in the City of Bremerton subject to other applicable codes or ordinances.

(b) The Director may approve a permit as provided under this section if the Director determines that:

(1) Adequate trash receptacles, trash collection and sanitary facilities are available;

(2) The camping activity will not unreasonably disturb or interfere with the peace, comfort, and repose of property owners in the area; and

(3) The camping activity is not reasonably likely to provoke disorderly conduct or create a disturbance.

(c) The Director may place terms and conditions on any permit as he or she finds appropriate for the conditions considering the use and impacts of such use.

#### **9.32.0570 PENALTY FOR VIOLATIONS.**

~~(a) Civil Infraction. A violation of any provision of this chapter shall constitute a civil infraction subject to a monetary penalty of one hundred five dollars (\$105.00). Each day, or a portion thereof, during which a violation occurs shall constitute a separate violation.~~

~~(b) Habitual Violators - Misdemeanor. Any person, after receiving three or more infractions, singularly or in combination, for prior violations of this chapter within a two (2) year period found to be committed by the Municipal Court shall be guilty of a misdemeanor pursuant to BMC 1.12.020(2) upon a subsequent violation within said two (2) year period. A conviction of a misdemeanor under this subsection shall be considered and counted as an infraction for the purpose of determining whether or not a violator is a habitual violator.~~

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

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

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

(3) Third or Subsequent Offense. Every person who violates any of the provisions of this chapter, upon conviction of such violation, a third or more times within a five-year period shall be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 or by

**Commented [MR7]:** There was brief discussion about the penalty section at the 7/26 study session. In the following comment I have included an example of other language that could be used which slightly modifies the BMC's current language.

#### **Commented [MR8]: 9.32.080 PENALTY FOR VIOLATIONS.**

(a) Civil Infraction. A violation of any provision of this chapter shall constitute a civil infraction subject to a monetary penalty of one hundred five dollars (\$105.00). Community service work shall be authorized in lieu of the monetary penalty for persons who demonstrate an inability to pay the monetary penalty. Each day, or a portion thereof, during which a violation occurs shall constitute a separate violation.

(b) Habitual Violators - Misdemeanor. Any person, after receiving three or more infractions, singularly or in combination, for prior violations of this chapter within a two (2) year period found to be committed by the Municipal Court shall be guilty of a misdemeanor upon a subsequent violation within said two (2) year period. This offense shall be punishable by a fine of not more than \$300, or by confinement in jail not to exceed 30 days, or by both such fine and confinement. A conviction of a misdemeanor under this subsection shall be considered and counted as an infraction for the purpose of determining whether or not a violator is a habitual violator.

imprisonment not to exceed 90 days, or by both such fine and imprisonment. Five hundred dollars of the fine and five days' imprisonment shall not be suspended or deferred.

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

**9.32.0860 RULES AND REGULATIONS.**

~~The Director may promulgate rules and regulations he or she deems necessary and appropriate to implement, administer and enforce this chapter.~~

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

**SECTION 2.** The implementation of this ordinance shall be applied to any individuals who occupy public property illegally. The offer of assistance, including food and available shelter shall be documented.

**SECTION 3. Corrections.** The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener, clerical, typographical, and spelling errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

**SECTION 5. Effective Date.** This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

PASSED by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
JEFF COUGHLIN, Council President

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
GREG WHEELER, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ANGELA HOOVER, City Clerk

\_\_\_\_\_  
KYLIE J. FINNELL, City Attorney

PUBLISHED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
EFFECTIVE the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
ORDINANCE NO. \_\_\_\_\_.

R:\Legal\Legal\Ordinances\Legal\BMC 9.32 - Unauthorized Camping\2023.07.13 Ordinance - BMC 9.32 - Unauthorized  
Camping.docx

## **SHELTER SPACE DEFINITIONS FROM OTHER JURISDICTIONS:**

### **CITY OF AUBURN (ACC 9.50.030(D)(1))**

“Available overnight shelter” means:

- a. A public or private shelter located within the city of Auburn that offers overnight shelter to persons experiencing homelessness and confirms to a city employee that it has an available overnight space at no cost for that person; or
  - b. If no shelter described in subsection [\(D\)\(1\)\(a\)](#) of this section has available space, a shelter located within King or Pierce County that offers overnight shelter to persons experiencing homelessness and confirms to a city employee:
    - i. That it has an available overnight space at no cost for that person; and
    - ii. That it is accessible to the person by public transportation or vehicle for hire at no cost for that person.
  - c. An overnight shelter is available if an individual is prevented from using an otherwise available shelter space because of their past or present voluntary actions such as unlawful drug use or possession, criminal act(s), unruly behavior or willful violation of shelter rules or restrictions pertaining to such activity.
  - d. An overnight shelter is unavailable if:
    - i. An individual or family cannot use the shelter’s available space because of shelter-imposed restrictions on its use (other than any restrictions the shelter has imposed pursuant to subsection [\(D\)\(1\)\(c\)](#) of this section); or
    - ii. A city employee, an individual or family attempts to secure a space at the shelter for the day and is denied due to lack of available space.
- 

### **CITY OF KENT (KCC 8.09.020(A))**

- A. *Available overnight shelter* means a public or private shelter, with an overnight space available and open to the individual experiencing homelessness at no charge.
- 

### **CITY OF LAKEWOOD (LMC 9.15.030)**

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

---

## **CITY OF PORT ORCHARD (POMC 9.60.130(5))**

“Available overnight shelter” means a public or private shelter, with available overnight space, open to individuals experiencing homelessness, at no charge, located within the city of Port Orchard. If the person is unable to utilize an available overnight shelter due to voluntary actions such as intoxication, drug use, unruly or assaultive behavior, or violation of shelter rules, the overnight shelter space shall still be considered available for the purposes of this section.

---

## **CITY OF POULSBORO (PMC 9.90.040(B))**

Defined as “alternative accommodations:”

- B. Law enforcement officers shall not enforce the unauthorized camping provisions of Section [9.90.020](#) when no alternative accommodations are available. As used in this section, an alternative accommodation is available if (1) a community service organization has available vouchers that allow an individual or family unit experiencing homelessness to stay overnight at a hotel or motel without charge; or (2) space is available without charge at a temporary transitory accommodation as defined in Chapter [18.190](#) for an individual or family unit experiencing homelessness; or (3) space is available for an overnight stay without charge at a public or private shelter open to an individual or family unit experiencing homelessness. If an individual or family unit cannot use an available accommodation because of the individual or family member’s sex, familial or marital status, religious beliefs, disability, or length-of-stay restrictions, the accommodation is not considered available. The accommodation is considered available if the individual could not use the accommodation due to voluntary actions such as intoxication, drug use, unruly behavior or violation of shelter rules.
- 

## **CITY OF REDMOND (RMC 9.33.020(B))**

“Available overnight shelter” means a public or private shelter, with an available overnight space, open to an individual or family unit experiencing homelessness at no charge. If an individual or family unit cannot use available space because of the individual or family member’s sex, familial or marital status, religious beliefs, disability, or a shelter’s length-of-stay restrictions, the space is not considered to be available. The space is also not considered to be available if an individual has attempted to secure a bed at the shelter by lining up in advance of the shelter opening for the day and has denied entry due to lack of available space. The space is considered available if the individual could not use the space due to voluntary actions such as intoxication, drug use or unruly behavior.

---

**CITY OF SEATAC (SMC 8.25.020)**

“Available overnight shelter” means a public or private shelter, with an available overnight space, open to an individual experiencing homelessness at no charge. “Available overnight shelter” also includes a hotel or motel that is made available to an individual experiencing homelessness at no charge.

---

# **City of Vancouver**

---

**Examples of restrictions within a certain distance from specific locations & examples of manner/structure restrictions - (With comments and highlights for the convenience of the reader):**

**Vancouver Municipal Code**  
**Chapter 8.22**  
**CAMPING AND OUTSIDE HABITATION**

Sections:

- 8.22.010 Findings.**
- 8.22.020 Purpose.**
- 8.22.030 Definitions.**
- 8.22.040 Unlawful camping and outside habitation.**
- 8.22.050 Unlawful storage of personal property in public places.**
- 8.22.060 Penalty for violations.**
- 8.22.070 Permit.**
- 8.22.080 Public duty created.**

**8.22.010 Findings.**

It is the purpose of this chapter to address:

A. *Adverse Public Impacts of Camping and Outside Habitation.* People camping and habitating outside on public property and on public right-of-way create a public health and safety hazard due to the lack of proper food storage, cooking, electrical and/or sanitary facilities. People without proper sanitary facilities have openly urinated, defecated, and littered on private and public property and on the public right-of-way. Use of public property for purposes of camping, outside habitation, or storage of personal property interferes with the rights of others to use the areas for the purposes for which they were intended and creates public health and safety dangers to the city's sensitive ecological areas, including the city's water sources, through illegal

---



---

dumping and improper disposal of human waste. People cooking with open flames while camping or habitating outside endanger the lives and property of those nearby through uncontrolled fire. There is an increased risk of a dangerous wildfire event in certain areas along the Burnt Bridge Creek due to the existence of one or more of the following characteristics: steep slopes, typical afternoon onshore winds, heavy vegetation, limited vehicle access, limited water supply, and the presence of nearby residences.

B. *Adverse Impacts of Camping and Outside Habitation on the Poor and Infirm.* Many individuals who habitate outside on public property do so not by choice but due to a lack of financial means to afford adequate shelter. These individuals are also adversely mentally and physically impacted by being unsheltered. Single females who habitate outside experience a disproportionately high incidence of violent crime as compared to other people. Families with children who habitate outside as a result of a lack of adequate shelter are also disproportionately adversely impacted through risk of physical danger and impediments to childhood education.

C. *Constitutional Limitations on Available Remedies.* The [Eighth Amendment](#) to the United States Constitution prohibits “cruel and unusual punishment”; the Ninth Circuit Court of Appeals has interpreted this prohibition to forbid cities from criminalizing camping and outside habitation in all places, at all times, by those who lack the financial means to pay for adequate shelter unless adequate shelter is available to such person free of charge.

D. *Safe Stay Communities.* The establishment of safe stay communities creates a means of connecting individuals to services that reduce barriers to obtaining shelter and housing while providing options for lawful camping which are incidental to the receipt of such services.

E. *Need for Specific Population Safe Stay Communities.* The city has an important government interest in protecting the physical safety and emotional well-being of residents of safe stay communities occupied by single-occupant females, and families with children. The establishment of specific population safe stay communities as defined herein reserved for members of these groups serves that important government interest and is substantially related to accomplishing those objectives. (Ord. M-4379 § 2, 2022; Ord. M-4348 § 2, 2021; Ord. M-4133 § 1, 2015; Ord. M-3323, 1997)

---

**Commented [MR1]:** As noted in the draft ordinance, camping is allowed in "Safe Stay Communities" in Vancouver, WA. Further details re: requirements below.

---

### **8.22.020 Purpose.**

It is the purpose of this chapter to:

- A. Prevent harm to the health and safety of individuals who habitate outside due to a lack of financial means to afford adequate shelter by establishing safe stay communities where adequate shelter is provided to the poor or infirm at no cost.
- B. Prevent harm to the health and safety of the public and to promote the public health, safety and general welfare by prohibiting camping within all camping and outside habitation impact areas at all times, except as allowed within a safe stay community.
- C. Prevent harm to the health or safety of the public and to promote the public health, safety and general welfare by making public streets and other areas readily accessible to the public and to prevent use of public property for camping and outside habitation purposes or storage of personal property which interferes with the rights of others to use the areas for which they were intended. (Ord. M-4379 § 3, 2022; Ord. M-4348 § 3, 2021; Ord. M-3323, 1997)

### **8.22.030 Definitions.**

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

“Camp” or “camping” means to pitch, create, use, or occupy camp and outside habitation facilities for recreational purposes.

“Camp and outside habitation facilities” include, but are not limited to, tents, huts, temporary shelters, or vehicles.

“Camp and outside habitation paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or noncity-designated cooking facilities and similar equipment.

“Camping and outside habitation impact area” means the areas specified within VMC [8.22.040\(B\)](#).

“Family” means two or more “family or household members” as defined by RCW [26.52.010](#).

---

---

“Outside habitation” means to pitch, create, use, or occupy camp and outside habitation facilities for purposes of shelter for habitation.

“Park” means the same as defined in VMC [15.04.020](#).

“Safe stay community” means a camp and outside habitation facility for which a permit has been sought and obtained from the Vancouver city manager, or their designee, pursuant to VMC [8.22.070\(B\)](#), and/or a city-sponsored safe stay community established under VMC [8.22.070\(F\)](#).

**Commented [MR2]:** Definition of "Safe stay community."

“Safe stay community operator” means a person, firm, corporation, or municipal corporation with a valid safe stay community operator permit issued pursuant to VMC [8.22.070](#) or, in the case of a city-sponsored safe stay community, an approved safe stay community facility operator as designated by the city manager or their designee.

“Specific population safe stay community” means a safe stay community with spaces reserved for either (a) a single occupant identifying as female; or (b) a family with one or more children under 18 years of age at the time of admission to the safe stay community.

“Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

“Street” means any highway, lane, road, street, right-of-way, boulevard, alley, and every way or place in the city of Vancouver that is publicly owned or maintained for public vehicular travel.

“Vehicle” means the same as defined in RCW [46.04.670](#), as adopted by Ordinance [M-3276](#). (Ord. M-4379 § 4, 2022; Ord. M-4348 § 4, 2021; Ord. M-4133 § 1, 2015; Ord. M-3323, 1997)

## **8.22.040 Unlawful camping and outside habitation.**

**A. *Safe Stay Communities.*** Outside habitation shall be allowed at all times within safe stay communities by those residing therein. Residence in a safe stay community shall be at the approval of the safe stay community operator.

**B. *Camping and Outside Habitation Impact Areas.*** Except to the extent expressly allowed pursuant to subsection [A](#) of this section, it shall be unlawful to camp or habitate outside at any

**Commented [MR3]:** This section contains distance restrictions.

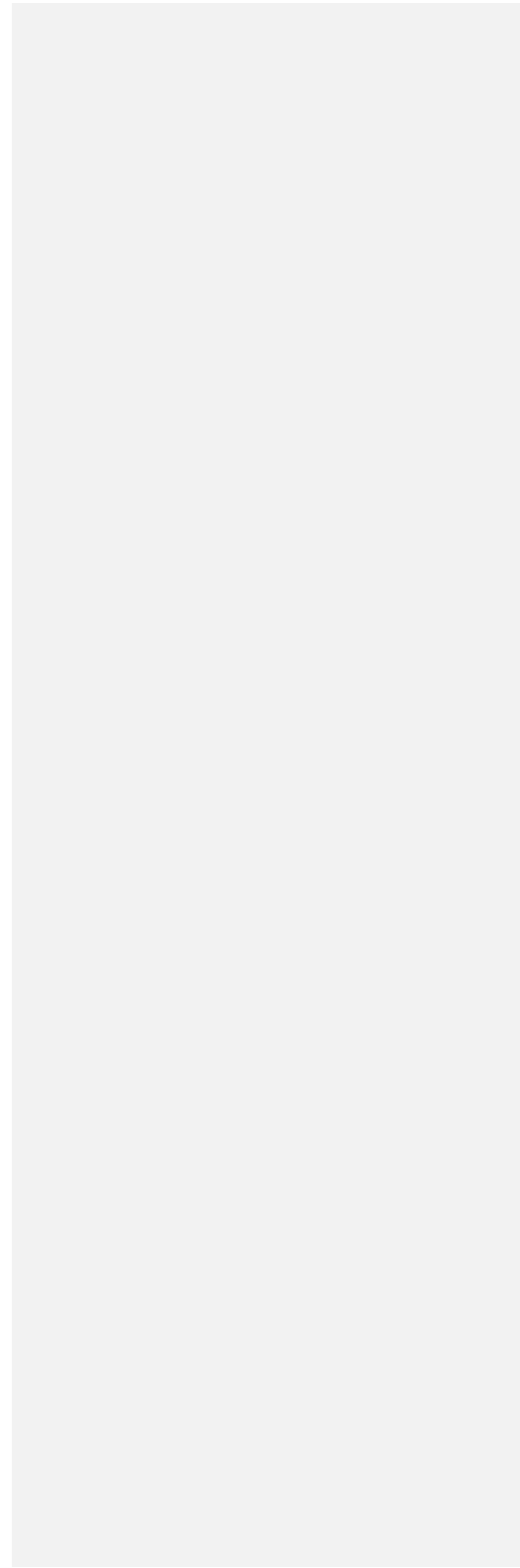
---

---

time within a camping and outside habitation impact area. The following locations are camping and outside habitation impact areas:

1. Within 1,000 feet of the nearest point of any safe stay community;
2. Upon any land used to operate a public water station, wastewater or stormwater facility;
3. Within 200 feet of the nearest edge of the Columbia River, Vancouver Lake, Burton Channel, Peterson Channel, Fisher's Creek, or Burnt Bridge Creek;
4. Upon the following land:
  - a. All the Burnt Bridge Creek drainage area from Vancouver Lake to East Fourth Plain Boulevard, as depicted in Figure 8.22-1; and
  - b. Portions of the southern slope of the Burnt Bridge Creek drainage area, from the ridgeline north to the paved trail of the Burnt Bridge Creek drainage, between East Fourth Plain Boulevard and Northeast Burton Road, as depicted in Figure 8.22-2.

**Figure 8.22-1.**



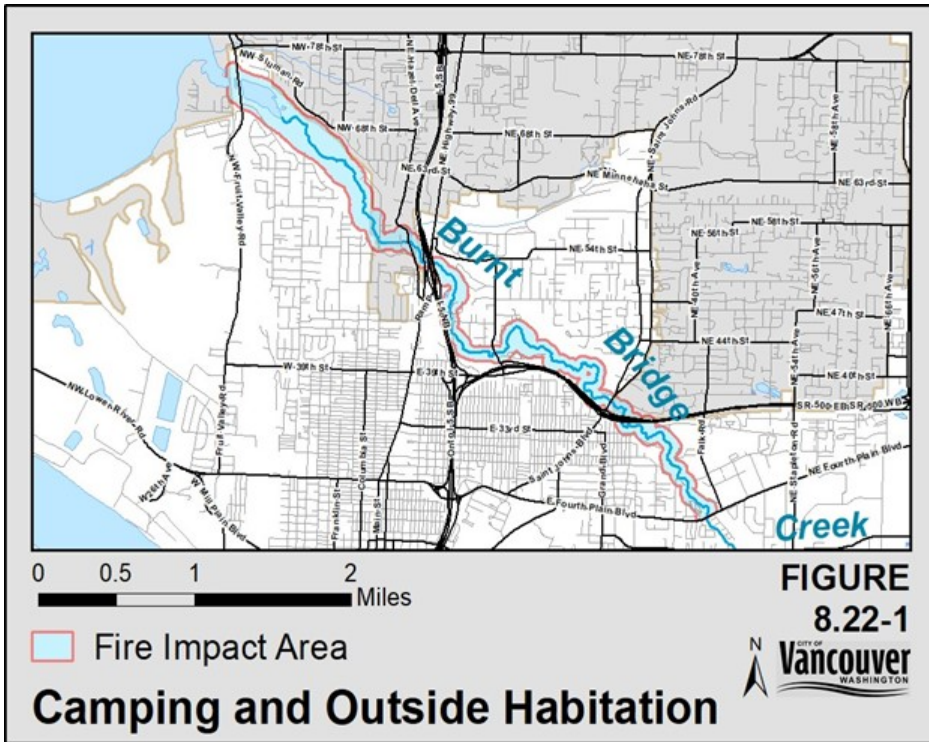
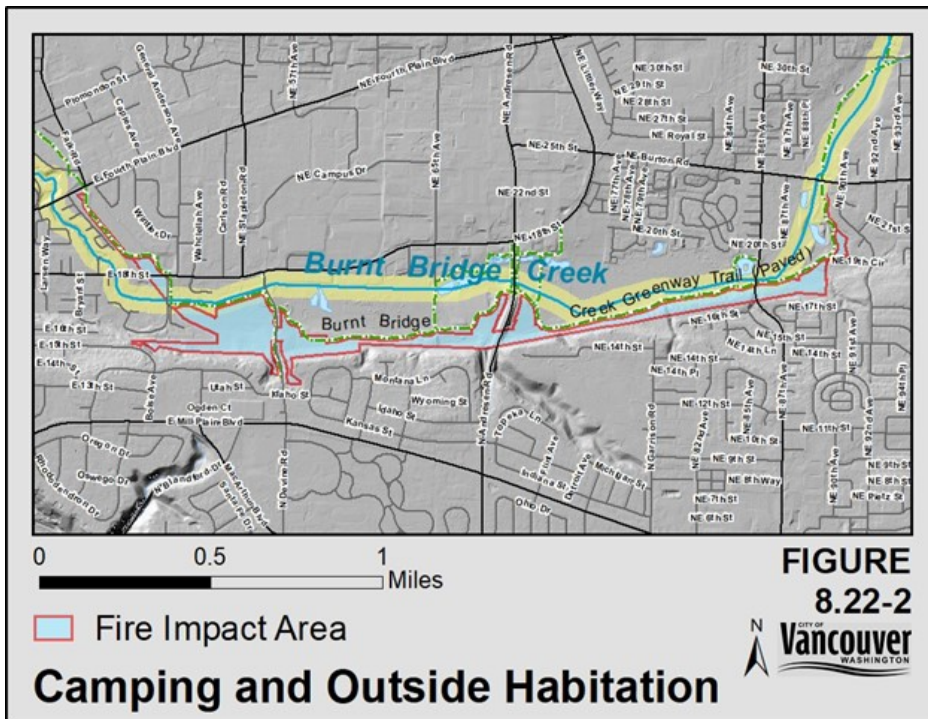


Figure 8.22-2.



C. *Daytime Camping and Outside Habitation Prohibited.* Except as otherwise provided within this chapter, during the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to camp, occupy camp and outside habitation facilities for purposes of habitation, or use camp and outside habitation paraphernalia in the following areas:

1. Any park;
2. Any street; or
3. Any publicly owned or maintained parking lot or other publicly owned or maintained area, improved or unimproved.

D. *Daytime Camping and Habitation in Vehicles Prohibited.* Except as otherwise provided within this chapter, during the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to occupy a vehicle for the purpose of camping or habitating while that vehicle is parked in the following areas:

- 
1. Any park;
  2. Any street; or
  3. Any publicly owned or maintained parking lot or other publicly owned or maintained area, improved or unimproved. (Ord. M-4379 § 5, 2022; Ord. M-4348 § 5, 2021; Ord. M-4133 § 1, 2015; Ord. M-3323, 1997)

#### **8.22.050 Unlawful storage of personal property in public places.**

Except as otherwise provided within this chapter, during the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to store personal property, including camp and outside habitation facilities (other than vehicles) and camp and outside habitation paraphernalia, in the following areas:

1. Any park;
2. Any street; or
3. Any publicly owned or maintained parking lot or publicly owned or maintained area, improved or unimproved. (Ord. M-4379 § 6, 2022; Ord. M-4348 § 6, 2021; Ord. M-4133 § 1, 2015; Ord. M-3323, 1997)

#### **8.22.060 Penalty for violations.**

Violation of any of the provisions of this chapter is a misdemeanor. Any person violating any of the provisions of this chapter shall, upon conviction of such violation, be punished by a fine of not more than one thousand dollars or by imprisonment not to exceed ninety days, or by both such fine and imprisonment. (Ord. M-3323, 1997)

#### **8.22.070 Permit.**

A. *Authority of the City Manager.* The city manager is authorized to:

---

- 
1. Promulgate procedures and policies necessary for the acceptance of applications, investigation, issuance, denial, and revocation of all camping permits of the types specified in this chapter and the establishment of city-sponsored safe stay communities;
  2. Issue, deny, and revoke outside habitation permits and safe stay community operator permits in furtherance of the purposes of this chapter;
  3. Delegate any or all functions under this chapter; and
  4. Request the assistance of other city departments to investigate, administer, and enforce the provisions of this chapter.

B. *Types of Outside Habitation Permits.* The following types of outside habitation permits are established and may be issued by the city manager, or their designee, pursuant to procedures and policies promulgated under this chapter:

1. *Nighttime Employment Outside Habitation Permit.* The city manager, or their designee, is authorized to permit persons who present satisfactory evidence of nighttime employment to camp, occupy camp and outside habitation facilities, use camp and outside habitation paraphernalia, or store personal property in parks, streets, or any publicly owned parking lot or publicly owned area, improved or unimproved, in the city of Vancouver, except within camping and outside habitation impact areas as prohibited by VMC [8.22.040\(B\)](#).

2. *Safe Stay Community Operator Permit.* The city manager, or their designee, is authorized to issue a safe stay community operator permit to a person, firm, corporation, or municipal corporation upon receipt of satisfactory evidence that the applicant possesses suitable qualifications to operate a safe stay community in compliance with the provisions of this chapter. The duration of a safe stay community operator permit shall be for an initial period of not more than one year. A safe stay community operator permit may be renewed no more than twice by the city manager for a period not to exceed one year each. The request for an extension shall be processed in the same manner as an initial safe stay community operator permit application.

- a. Upon receipt of an application for a safe stay community operator permit under this chapter, the city manager, or their designee, shall provide notice to all owners and residents of record of property, as shown on the most recent property tax assessment roll, located within 1,200 feet of the proposed supportive campsite and shall send a

**Commented [MR4]:** Further details regarding what is required of a "Stay Safe Community."



---

copy of the application to the city departments of police, parks, public works, community development, and fire. Each of these departments shall inspect the application and each such department shall report to the city manager, or their designee, any problems which the proposed activity is expected to pose for the public. Such reports shall make any necessary recommendations for protecting the public peace, health, safety, life, property, and welfare in the event a permit is, or was, issued.

b. In evaluating whether to grant or deny an application for a safe stay community operator permit, the city manager, or their designee, shall evaluate whether the resulting safe stay community will be (i) equitably dispersed throughout the city in relation to other existing safe stay communities; (ii) located where the safe stay community will avoid areas of highest economic vulnerability within surrounding residential areas in the city; (iii) afford accessibility in compliance with the Americans with Disabilities Act; (iv) be located within one-half mile of public transit; and (v) comply with all requirements of the State Environmental Policy Act.

c. The city manager, or their designee, shall review and approve rules and regulations regarding the admission to, and operation of, all safe stay communities.

C. The city manager, or their designee, may approve a permit as provided under this section when, from a consideration of the application, reports from other city departments, and from such other information as may otherwise be obtained, the city manager, or their designee, finds that:

1. Adequate sanitary facilities are provided and accessible at or near the proposed safe stay community site;
2. Adequate trash receptacles and trash collection are provided; and
3. The outdoor habitation activity will not unreasonably disturb or interfere with the safety, peace, comfort and repose of private property owners.

D. The city manager, or their designee, is authorized to revoke a permit that has been issued if the city manager, or their designee, finds lack of compliance with any requirement of subsection C of this section, or evidence that a safe stay community operator has failed or refused to require community residents to comply with any rule or regulation promulgated under subsection (B)(2)(c) of this section, or of any ordinance or statute.

---

---

E. Any person who is denied a permit, or had their permit revoked, may appeal the denial/revocation to a hearings examiner appointed by the city manager, or their designee. Notice of appeal must be in writing, and filed with the city clerk within seven working days from the date of the denial or revocation.

F. City staff may propose city-sponsored safe stay communities. Such proposals will be evaluated for approval by the city manager, or their designee, applying the criteria under subsections (B)(2) and C of this section and the availability of city resources. (Ord. M-4379 § 7, 2022; Ord. M-4348 § 7, 2021; Ord. M-4133 § 1, 2015; Ord. M-3323, 1997)

#### **8.22.080 Public duty created.**

A. It is expressly the purpose of this ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons or individual who will or should be especially protected or benefited by the terms of this ordinance.

B. Nothing contained in this ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this ordinance by its officers, employees or agents. (Ord. M-4133 § 1, 2015; Ord. M-3323, 1997)

**The Vancouver Municipal Code is current through Ordinance M-4404, passed January 23, 2023.**

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofvancouver.us](http://www.cityofvancouver.us)

[City Telephone: \(360\) 487-8711](tel:(360)487-8711)

[Code Publishing Company, A General Code Company](#)

---

# **City of Portland**

---

**Relevant portion of Portland Municipal Code:**

## **14A.50.020 Camping Prohibited on Public Property and Public Rights-of-Way.**

City Code Section

(Amended by Ordinance 191311, effective July 7, 2023.)

1. **A.** As used in this Section:
  1. **1.** "To camp" means to set up, or to remain in or at a campsite.
  2. **2.** "Campsite" means any place where any tent, lean-to, shack, or other structure, any vehicle or part thereof, or any bedding, sleeping bag, or other sleeping matter, or any stove or fire is placed, established, or maintained for the purpose of establishing or maintaining a temporary place to live.
  3. **3.** "Involuntarily homeless" means having no means to acquire one's own shelter and not otherwise having access to shelter or other alternative options for housing.
2. **B.** It is unlawful for any person to camp in or upon any public property or public right-of-way, unless otherwise specifically authorized by this Code or by declaration by the Mayor in emergency circumstances.
3. **C.** Subsection 14A.50.020 B. does not apply to a person who is involuntarily homeless **provided** that such person complies with the following restrictions on the time, place, and manner with respect to their campsite.
  1. **1.** Time regulations. An involuntarily homeless person may camp between the hours of 8 p.m. and 8 a.m. After 8 a.m., an involuntarily homeless person must dismantle the campsite and remove all personal property from the campsite until 8 p.m.
  2. **2.** **Place regulations.** An involuntarily homeless person may not camp in the following places **at any time**:

**Commented [MR5]:** The following place and manner restrictions apply at all times.

**Commented [MR6]:** Here are examples of distance/place restrictions for Council discussion.

---

- 
1. **a.** On a Pedestrian Plaza regulated under Chapter 17.43 of Portland Code.
  2. **b.** Upon public docks regulated under Portland City Code Section 19.16.290.
  3. **c.** In the pedestrian use zone, which is the area of the sidewalk corridor on City sidewalks intended for pedestrian travel or access to public transit, as defined in Subsection 14A.50.030 A.3.
  4. **d.** In a Park regulated under Chapter 20.12 of Portland Code.
  5. **e.** Within 250 feet from a preschool, kindergarten, elementary or secondary school, or a childcare center licensed, certified or authorized under ORS 329A.250 through 329A.460, ORS 418.205 to 418.970; OAR 419-410- 0010 to OAR 419-490-0170.
  6. **f.** Within 250 feet from a safe parking site, safe rest village, or sanctioned camping location designated by the Mayor.
  7. **g.** Within 250 feet of lot or parcel containing a construction site governed by a building permit reviewed by the Major Projects Group of the Bureau of Development Services.
  8. **h.** In the public right-of-way along “High Crash Network Streets and Intersections” identified by the Portland Bureau of Transportation.
  9. **i.** Within 250 feet of an Environmental overlay zone, River Natural overlay zone, River Environmental overlay zone, Pleasant Valley Natural Resource overlay zone, or a special flood hazard area.
  10. **j.** Areas posted no-trespassing by City bureaus.
3. **3. Manner regulations.** An involuntarily homeless person camping in the public right-of-way or on public property may not:
1. **a.** Obstruct access to private property or businesses adjacent to the public right-of-way.
  2. **b.** Start or maintain any fire for the purposes of burning any combustible material in or around the campsite.
- 

**Commented [MR7]:** Council asked for examples of manner/structure regulations. Here are some examples from Portland but a few other will follow from the Kent, WA municipal code.

- 
3. **c.** Use a gas heater in or around a campsite.
  4. **d.** Erect, install, place, leave, or set up any type of permanent or temporary fixture or structure of any material(s) in or upon public property or public right-of-way. Items such as tents and similar items used for shelter that are readily portable are not structures for purposes of this section.
  5. **e.** Dig, excavate, terrace soil, alter the ground or infrastructure, cause environmental damage, or damage vegetations or trees in or around a campsite.
  6. **f.** Place or store personal belongings, or other objects, in a total area encompassing more than ten square feet outside the tent or readily portable shelter.
  7. **g.** Accumulate, discard, or leave behind garbage, debris, unsanitary or hazardous materials, sewage, drug paraphernalia, improperly disposed of syringes, or other evidence of conspicuous drug use in the public rights-of-way, on City property, or on any adjacent public or private property.
  8. **h.** Assemble, disassemble, sell, offer to sell, distribute, offer to distribute, or store three or more bicycles or two or more automobiles, a bicycle frame with the gear cables or brake cables cut or an automobile with the battery or one or more tires removed, two or more bicycles or automobiles with missing parts, or five or more bicycle or automobile parts.
4. **D.** Any camp, camp materials, or personal property in violation of any of the standards in this Chapter may be removed or cleaned up by the City or its designated contractors.

## Upcoming and Recent Changes

### Ordinance 191311

#### Effective Date

July 7, 2023

---

# **City of Kent**

---

**Kent, WA Municipal Code (Examples of manner restrictions along with section 8.09.070 for Council's consideration):**

**8.09.050 Unlawful use of fires.**

It shall be unlawful for any person to build any fire or maintain open flames for any purpose on public property except in designated areas in parks when parks are open.

(Ord. No. [4443](#), § 2, 10-18-22)

**8.09.060 Unlawful environmental damage to public property.**

It shall be unlawful for any person to do the following on public property, unless expressly permitted or otherwise authorized by the city:

1. Dump, throw, deposit or discharge any pollutant;
2. Deposit urine or feces into or onto a place other than a receptacle intended for the deposit of urine or feces;
3. Destroy or alter vegetation through cutting, clearing, grading, or harvesting;
4. Construct or create trails not expressly authorized by the city, or damage existing city trails;
5. Remove or excavate soil, sand, gravel, minerals, or organic matter of any kind; provided it shall not be unlawful to do so at a public park in areas intended for digging as a form of recreation;
6. Drain or increase the water level of a body of water, river, creek or stream, or divert or impede water flow of any river, creek or stream; or
7. Disturb wildlife dens, burrows, or nests.

(Ord. No. [4443](#), § 2, 10-18-22)

---



---

### **8.09.070 Unlawful camp – Removal.**

Upon a determination by the city that a camp has been established on public property in violation of this chapter, camp facilities, and all other personal property, contraband, and pollutants shall be removed subject to the following provisions:

*A. Immediate removal of unlawful camp.* If an unlawful camp is on public property described in KCC [8.09.030](#)(B), the city may immediately remove any personal property, camp facilities, and all other property, contraband, pollutants, and waste and store it or dispose of it as set forth in subsection (C) of this section; provided, the owner shall be provided an opportunity to immediately remove the property if present or if they arrive during the removal of the property.

*B. Removal of unlawful camp following posted notice.* For all other unlawful camps on public property, the following shall occur:

1. At least 48 hours before the removal of the camp facilities and personal property, the city will post a notice to remove property containing:

- a. The requirement to remove the camp facilities and personal property within the designated time period.
- b. Information on the process individuals camping or storing personal property within the camp area may use to petition for a reasonable amount of additional time to leave the camp area and remove their property.
- c. Information regarding the availability of assistance from social services and available overnight shelter options.

2. If the camp facilities and personal property, contraband, pollutants, and waste remain at the end of the notice period set forth in subsection (B)(1) of this section, it may be removed by the city; provided, the owner shall be provided an opportunity to immediately remove the property if they arrive during the city's removal of the property and do not unreasonably delay the city's removal of the property.

*C. Storage of property associated with an unlawful camp.*

1. In the event the city removes the camp facilities and personal property in accordance with this section, the city will attempt to determine the owner of any property of obvious value (e.g., items needed for

---

**Commented [MR8]:** Council may consider adopting a section similar to this so that if any individual is camping in a zone that is restricted at all times or a zone that is not designated for camping when shelter is unavailable, there is an equitable procedure for removal of the camp.

---

survival such as blankets and clothing, legal documents, personal papers, government identification, labeled medications), will arrange for storage of the property, and will attempt to provide notice to the owner of the property as to how they may claim the property.

2. The city will not store property that it has reasonable grounds to believe is stolen or illegal to own or possess, nor shall the city be required to store property that is hazardous to health or safety, perishable, or of no apparent value.

(Ord. No. [4443](#), § 2, 10-18-22)

---

Notes re: camping ordinances in other WA jurisdictions: What public property locations various jurisdictions restrict versus what is sometimes (or at all times) ok. Answer is often dependent on availability of shelter space.

What is prohibited at all times (always off limits):

**Redmond** – Any park (ordinance seems to indicate any area of the park rather than developed or improved park areas), publicly-owned property to which the public is not allowed access (e.g. public buildings, water storage tank sites, well sites, storm water ponds, other secured facilities), portion of street/sidewalk expressly reserved for vehicular or pedestrian travel, publicly-owned parking lot or publicly-owned property, improved or unimproved.

**SeaTac** – Any street located within 1,000 feet east or west of International Blvd S right-of-way. At all times at Angle Lake Park, Angle Lake Trail, City Hall.

**Sunnyside** – Nothing prohibited at all times.

**Spokane** – If camping activity is a “substantial danger to any person, an immediate threat to public health or safety, disruption to vital government services.” OR underneath or within 50 feet of any railroad viaduct located within the Spokane PD’s Downtown Precinct boundary OR within 3 blocks of any congregate shelter (provided signs are posted prohibiting camping).

**Kent** – “Sensitive” or “incompatible” areas such as developed parks (play fields, recreational structures, maintained grassy areas), water supply properties (e.g. watershed), city-owned buildings, appurtenances and parking lots used to conduct city business, streets and sidewalks.

**Port Orchard** – None. Camping only prohibited in parks when no overnight shelter available.

**Poulsbo** – All enforcement of camping ordinance suspended when no “alternative accommodations” are available.

**Auburn** – Auburn Municipal Airport, city utility property.

**Vancouver** – Prohibited at all times on/at environmentally sensitive areas such as within 200 feet of edge of Columbia River, Vancouver Lake, other waterways OR on wastewater/stormwater facility land and public water station (as well as drainage area from Vancouver Lake to 4<sup>th</sup> Plain). Map depicting prohibited area(s) can be found within Code.

**Longview** – City Hall grounds and parking lots “closed to public” during certain hours but practical effect is a ban on camping on these areas altogether. No “temporary or permanent structure” allowed to be erected in right-of-way or on public property.

**Lakewood** – Various waterways and critical areas.

What is prohibited only sometimes – in other words it is “sometimes ok” to camp in these locations:

**Redmond** – Portions of street right-of-way that is not expressly reserved for vehicular or pedestrian travel (enforcement suspended when “no available overnight shelter”).

**SeaTac** – Park, street, public property (improved or unimproved). Enforcement suspended if no “available overnight shelter.”

**Sunnyside** – Any right-of-way, any trail, park, or park facility, any publicly owned parking lot or publicly owned area, any public area where camping obstructs or interferes with intended use of property. Enforcement suspended when “there is no space or beds available in reasonably accessible homeless shelters.”

**Spokane** – Any public property, conservation lands and natural areas abutting Spokane River or Latah Creek. Suspended when no available overnight shelter. If person causing harm to Spokane River or Latah Creek, may enforce even if no shelter space.

**Kent** – All public property. Enforcement suspended when there is no “available overnight shelter.”

**Port Orchard** – Camping unlawful in parks unless there is no available overnight shelter.

**Poulsbo** – Camping prohibited in any park or playfield, sidewalk, street, alley, lane, public right-of-way, under any bridge or viaduct, or any other public place the general public has access to. Essentially an outright camping ban but suspended if no “available alternatives” e.g. shelter space available.

**Auburn** – Camping prohibited on all other city property but enforcement suspended when no overnight shelter is available.

**Vancouver** – Other than exceptions above, camping is allowed on most publicly-owned property between 9:30 pm and 6:30 am but that does not include public parks which close nightly from 10 pm to 5 am.

**Longview** – Camping allowed between 9:30 pm and 6:30 am at parks, publicly owned or maintained land, parking lots, publicly owned or maintained area. Streets/rights-of-way designed for pedestrian travel cannot be blocked.

**Lakewood** – Camping prohibited on all public property but enforcement suspended when “no available overnight shelter that can be used by that particular person.”

Definition of “available overnight shelter” varies by jurisdiction.

PROHIBITED AT ALL TIMES								
	Parks	Right-of-Way	Parking Lots	Streets/Sidewalks - Reserved for Vehicular or Pedestrian Travel	Certain Publicly Owned Property	Environmentally Sensitive Areas	Public Health/Safety Issue	None
Auburn					X			
Kent	X		X	X	X	X		
Longview			X		X			
Port Orchard								X
Poulsbo								X
Redmond	X		X	X	X	X		
Seatac	Angle Lake Park & Trail Only			Prohibited within 1000 feet of International Blvd	X			
Spokane							X	
Sunnyside								X
Vancouver	Prohibited from 10 p.m. to 5 a.m. only				X	X		
Lakewood					X	X	X	

KEY	
Publicly Owned Property	
Airport	X
City Hall	X
Public Buildings	X
Water	X

PROHIBITED WHEN SHELTER SPACE IS AVAILABLE *					
<i>(See chart above for exceptions)</i>					
	All Public Property	Parking Lots	Streets/Sidewalks - Not Reserved for Vehicular or Pedestrian Travel	Parks	Camping ALLOWED between 9:30 p.m. and 6:30 a.m.
Auburn	X				
Kent	X				
Longview					X
Port Orchard				X	
Poulsbo	X				
Redmond			X		
Seatac	X				
Spokane	X				
Sunnyside	X				
Vancouver					X
Lakewood	X				

\* Subject to shelter space available. The specific definition of "available shelter space" varies by jurisdiction.

- critical areas & Parks ✓
- Designate Spaces Only when No Shelter ✓
- X feet from ~~Buildings~~ Schools, rooms, <sup>rooms, by</sup> <sup>center,</sup> <sup>other</sup> <sup>for</sup> ✓  
at all times ✓
- ~~Time? Law view~~
- Manner / Structure ✓
- Definition of Available Shelter ✓
  - Distance

**Published for**  
**August 9**  
**Council Study Session**  
**A7 – Public Comments**

**From:** [Greg Wheeler](#)  
**To:** [Jeff Coughlin](#); [Alison Loris](#)  
**Cc:** [Denise Frey](#); [Quinn Dennehy](#); [Michael Goodnow](#); [Eric Younger](#); [Anna Mockler](#); [Jennifer Chamberlin](#); [City Council](#); [Kylie Finnell](#); [Thomas Knuckey](#); [Jennifer Hayes](#)  
**Subject:** FW: Response to Question - Kitsap Sun Op-Ed on status of Portable Toilets  
**Date:** Thursday, July 27, 2023 5:13:42 PM

---

Council,

I want to provide background on what the Administration has done regarding Council's budget allocation for portable toilets on MLK Way. The Administration began assessing the feasibility of this budget allocation immediately after the first of this year. This review primarily involved Facilities, Engineering, and the City Attorney's Office. Issues identified from PW included limited space on MLK (any facility would have to be in the parking area of the street, there is no room on the sidewalk/planter strip), and safety concerns about placement in and along the street (need for ADA accessibility, clear zone/barrier installation for protection from vehicles). The City Attorney's Office's identified concerns about liability related to placing the portable toilet in the street as well as premises liability related to placing a public portable toilet in a high crime area without security. Based on the input from staff, I decided to defer making the expenditure until a better alternative could be identified.

The City Attorney and I shared our concerns and my decision to defer the expenditure with President Coughlin in a meeting at my office in mid-March. Shortly after that meeting I understand the City Attorney forwarded an email summarizing the liability concerns to President Coughlin and had a brief conversation explaining the liability concerns to Jo Walters, who you know of course had advocated for the budget allocation.

Recently emails and public comments about the placement of a portable toilet on MLK have resumed stating the City's liability concerns are insufficient and I asked staff to review the issue again. Additional legal issues were identified and my determination to defer this expenditure is unchanged. I urge you to review BMC 20.46.090 to see the City's standards for permitting temporary outdoor encampments. Council passed this ordinance in 2019 and the considerations outlined in our code address the legal and safety issues identified by our staff. I cannot ignore these issues and make this expenditure for the unauthorized encampment on MLK.

There is also a practical consideration that weighs against taking this action until after the Council has amended the unauthorized camping code. The Council's discussion last night included possible restrictions on camping near community centers. If such a restriction is included in a final ordinance, camping on MLK could be prohibited due to its proximity to the Marvin Williams Center.

We all agree the situation on MLK is not good for any of our community members. I look forward to working with the Council on bringing Bremerton a better solution in the near future.

Sincerely,

Greg Wheeler  
Mayor  
City of Bremerton  
(360) 473-5266



**From:** City Council <City.Council@ci.bremerton.wa.us>  
**Sent:** Wednesday, July 26, 2023 6:44 PM  
**To:** City Council <City.Council@ci.bremerton.wa.us>  
**Cc:** Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>  
**Subject:** FW: Response to Question - Kitsap Sun Op-Ed on status of Portable Toilets

---

Attn: Council Members

**\*\*For informational purposes only. Do not reply to this email\*\***

---

**From:** Jeff Coughlin  
**Sent:** Wednesday, July 26, 2023 3:30 PM  
**To:** Alison Loris [asloris@gmail.com](mailto:asloris@gmail.com)  
**Cc:** City Council [City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)  
**Subject:** Re: question, especially for Jeff Coughlin and Quinn Dennehy

Hi Alison,

Thanks for reaching out on this.

The Council in the 2023 budget allocated \$10,000 for "professional services - public restrooms" with the intent for the city to contract with a portable toilet provider to be placed and serviced near the MLK Way area. This proposal was brought forward to Council by a citizen-led group.

Once Council approves a budget, the money is available to spend Jan. 1 of that year, and the Mayor and their administration are responsible for execution and implementation. I would reach out to the Mayor for the status on this and any roadblocks and avenues regarding implementation, as well as if any alternative uses for this money related to its intent have been explored or are under consideration.

Cheers,  
Jeff

**Jeff Coughlin, Phd**  
**Councilmember, Dist. 3**  
**2023 Council President**

**From:** Alison Loris <[asloris@gmail.com](mailto:asloris@gmail.com)>

**Date:** July 25, 2023 at 9:34:29 PM PDT

**To:** City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>

**Subject:** question, especially for Jeff Coughlin and Quinn Dennehy

**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.

Hi, folks.

I am writing an op-ed for the Kitsap Sun about the lack of basic hygiene facilities for the *de facto* tent village on Martin Luther King Way. The primary thrust of my article will be why Bremerton needs an Urban Rest Stop (as in Seattle and other cities) where unhoused people can use restrooms and showers and get laundry done.

I have heard from multiple vague sources that the City has the money for portable toilets, but I have not heard anything clear about **why** toilets cannot be placed there where they are needed, or what needs to happen to make it possible. I'd really appreciate current information on that.

Thank you!  
Alison

Alison Slow Loris  
Writer & Adventuress  
Bremerton, WA

~~~~~  
"All we ever have is here, now."

~ Ursula K. Le Guin ~~~~~

**From:** [GLENN CAHOON](#)  
**To:** [City Council](#)  
**Subject:** Homeless camp on MLK Way  
**Date:** Friday, July 28, 2023 1:32:02 PM

---

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

Please align your votes to deal with the permanent elimination of this festering and dangerous eyesore, we the people have had enough.

Thank You,  
Glenn Cahoon

**From:** Joanna Hayes <joanna.s.hayes@gmail.com>  
**Sent:** Tuesday, August 1, 2023 6:29 PM  
**To:** City Council <City.Council@ci.bremerton.wa.us>  
**Subject:** Anti-camping Legislation

Dear Bremerton City Council and Mayor Wheeler,

I am a social work student and local resident. I am also a member of Kitsap ERACE's Housing Systems Team. I have been following the discussion about potential anti-camping legislation since the July 5th public comment opportunity. I have also been attending the study sessions.

I was prepared to be angry about what was happening and, instead, I have been heartened by some of the discussion. I still stand strongly against any type of anti-camping legislation. I have been pleased to see that the discussion has focused more on the humanitarian aspect than on the punitive aspect. I was pleased to see time limits eliminated as a possibility. I am especially pleased to hear the discussion about potential emergency shelter options and a safe area for camping with security and appropriate sanitation facilities.

While I have been pleased about the discussion of emergency shelter options, I want to remind you that shelters don't cure homelessness. We need a robust approach to helping our unhoused neighbors find permanent homes, not just transitional housing. We need more affordable units and we need more low-barrier units. We need to expand the case management that is currently available to be able to aid more people. It seems that, currently, everyone has a waitlist for services. There are people who have the desire to help and many people waiting for that help, but we need more funding and more infrastructure.

While we need a solution to safely house our unsheltered neighbors as soon as possible we cannot stop there. We must create more opportunities to have a home and support to keep our neighbors housed once they have begun to live in that home. There is abundant research on how to do this. I hope we can turn talk into action together.

Respectfully,  
Joie Hayes

**From:** [kim siebens](#)  
**To:** [City Council](#); [Greg Wheeler](#)  
**Subject:** supportive solutions for the unhoused  
**Date:** Sunday, July 30, 2023 12:56:08 PM

---

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

Bremerton City Council, Mayor,

I wanted to share some ways community can come together to help support their unhoused population while waiting for longer term solutions like affordable housing or a shelter. Currently I am one of many community members coming together to offer support and navigation, in a coordinated effort, to our unhoused neighbors. By keeping more of a presence at the most affected areas, for example- MLK Way, we hope to promote an improvement in conditions for housed and unhoused neighbors alike.

Lately, I have been removing human waste from MLK tent residents with my portable septic tank that I take to the water treatment plant where this waste is properly disposed of. I have been removing 36 gallons a week and could do much more with more man power. I have also been taking large items to the garbage dump as needed and purchased large garbage containers, bags, brooms and dustpans that residents are using frequently to keep the area much cleaner.

There are ways we can provide supportive services to people that will not only help them but the greater community at large during this time of crisis. We understand that many others in professional positions have hands that are always tied or policies preventing a simple solution or intervention. I am hoping that by increasing community engagement - we can help minimize damage done by not acting fast enough to prevent these issue from spiraling even further out of control.

The drug dealers depend on the community not caring about these people in order to gain control of the street which provides them with a perfect place to hide in plain site and access to many customers and cheap labor. This doesn't happen as prevalently in areas where there is a large community presence with supportive services and many eyes on the street.

<https://www.urban.org/urban-wire/three-ways-communities-can-promote-inclusive-public-space-and-better-support-people-forced-live-outside>

Kimmy Siebens RN  
Economic Inequity and Health Task Force Member, Washington Physicians for Social Responsibility, [www.wpsr.org](http://www.wpsr.org)

President, Their Voice <http://www.their-voice.org>

[Founder, Bremerton Homeless Community Coalition https://www.facebook.com/groups/bremertonhomeless](https://www.facebook.com/groups/bremertonhomeless)

**From:** [Neal Foley](#)  
**To:** [City Council](#)  
**Subject:** Input on Homeless and bridge.  
**Date:** Monday, July 31, 2023 6:50:30 PM

---

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

Bremerton City Council and Mayor Wheeler,

Recently I began regularly attending City Council meetings here in Bremerton. I want to say that I have been very impressed with the compassion, insight, and ideas that many of you have expressed IRT the homeless issue and others. I would like to encourage you not to hurry and to please not give up on this very hard issue particularly as you frame city ordinances around our homeless populations. You are the ones who can plant the seeds for something positive and long lasting. Homelessness is a not a new norm, it has always been pervasive in our society and will be an ongoing issue. I would like to see the citizens, city, county, state etc., work together and establish the best programs we can for those that need our help the most.

Imagine living in a tent on the streets, no really, take a minute and try to even imagine yourself there. This is not Camping. This is not fun. It's a constant struggle for these folks to just to exist. This is the last place you would want to find yourself. The very last place. But hey, we are going to make you pick up all your stuff everyday and pack it out? Citing a homeless person for having camping paraphernalia - are you kidding me!?! Are we going to start a war on camping? Have the courage to "Just say no to Camping!"?

Now imagine being given a small roof over your head and a place to LOCK YOUR OWN DOOR. A secure environment. Help with addiction, mental and physical health, and other personal issues. A place to do laundry, an address, a place to shower, and A PLACE TO GO TO THE BATHROOM.

A place to go to the bathroom.....

Stability, personal security, and actual help have been shown to be the bedrock of all successful programs.

Several council members mentioned the possibility of actual structures/communities for our homeless citizens. I STRONGLY support this approach.

I wanted to share these articles with you to show that these approaches can work and are working. Please take a few moments to read these articles. They provide a significant amount of information concerning cooperation of different entities, services provided, operation and management, etc.. Could the Bremerton Council invite members of the City Councils involved and see if someone can come and talk or Zoom with us ?

<https://myemail.constantcontact.com/New-Riverton-Park-Village-opens--Tulalip-Tribes--TERO-grads-build-tiny-house--Sand-Point-Cottages-on-Seattle-Channel-.html?soid=1103692006784&aid=SWjksfVCR3Q>

<https://komonews.com/news/local/tent-campers-at-tukwila-church-fill-two-new-tiny-house-villages-homeless-addicts-housing-lihi-krha-unhoused>

I think much of this road is already paved and blueprints are waiting for ordinances, community support involved, as well as for structural units. I am thinking of someone like Kitsap Lumber (I have not spoken to them), that builds docks, picnic tables, obtains lumber packages for businesses and homeowners, and much more, working to kit units. We have a trade school (I have not spoken to them) right on National Avenue that might really love to get involved in this to teach young people several different trades. What a great opportunity for those in our community. This would surely benefit local businesses and our communities. Some of our current homeless may even be able to become part of the solution.

I strongly urge the City Council to repeal, in its entirety, the current no camping ordinance. It is not enforced and paints homelessness with unwarranted criminality. I oppose criminalizing homelessness and/or mental illnesses!

Protect sensitive areas in a separate code. It is apparent that no one is against this. Is it only camping we are concerned about in these sensitive areas? NO! For instance I would like Bremerton to say we will no longer allow the spraying weed killer in these areas as well.

I want to sincerely thank Mayor Wheeler for being proactive in his efforts to obtain shelter space and wish him the best in doing so. But this is only a beginning for homeless people. Shelters keep people alive long enough so they can be helped. Real progress starts with secure housing for all of our citizens that need it. What a great second tier it would be to move folks from shelters into tiny home villages as a next step and from there on to more permanent housing.

I agree that the site on Oyster Bay Ave looks very attractive as far as a location for action. The site would need work to be flattened to provide areas big enough for people to stay.

Lastly, I really like the 10ft with lookouts bridge option. it blends the best with the other projects.

Thank you,

Neal



### Camping on city property

City officials are looking at this problem from the wrong angle. What do I see? Property owners are being denied the safe and peaceful enjoyment of their property. Is the city truly impotent to deal with tent dwellers on public property? Creating a dangerous environment where children are not safe in the streets or in their own back yards is wrong. Bremerton's BMC chapter 9.32 has been deemed unconstitutional and yet it has stood for years. Simply because recently the drug culture liberals got the ninth circuit court, known for being extremely liberal, has judged it so. Without it being appealed to the supreme court and possibly overturned why would the city find it necessary to change our BMC now. Many of the ninth circuit court judgements have been reversed in higher courts. As a prime recent example, Coach Joe Kennedy vs. Bremerton School district.

The removal of "No camping on city property" being considered by city council leaves taxpayers at odds with the city. Defecation in the streets and sidewalks, garbage and rat infestation are serious health hazards. Those camping have no plumbing to even wash off the sidewalks. Is the City responsible for sanitizing and washing off these areas? Picking up the trash? If threats of bodily harm to children and mothers is not enough to remove drug addled mentally ill from our streets, then what is? Must we wait for real harm to come to one of our women, children or fathers protecting them? Tent sidewalk dwellers pay no taxes. They pay no water service fees. They pay no Property taxes. They pay nothing for Police and fire services and yet they are getting all this free. The property owners are required to pay for all these things. Property owners pay for the Narcan that the police have been administering regularly to these street people. The police Chief at his last meeting stated that the department has been using Narcan more frequently and in larger numbers than last year in just the past few months. We the taxpayers are having to pay for that too. Washington State is the national leader in the use of fentanyl. Police are called recurringly. Theft of property owned by tax paying residents has been blatant. Saying the cause of street people is homelessness is a mislabeling of the problem. Limited housing or high rents is not a problem. The vast majority of residents have been able to find ways to own and rent shelter. FAMILIES HAVE PITCHED IN TO SUPPORT THOSE THAT SEEK REAL HELP AND SOLUTIONS. People who pitch a tent in the city thoroughfare are not looking for a solution to their problems. There is a reluctance by many emotional and empathetic hearts to state the glaring obvious cause, these people



have chosen drugs over civil behavior. Mental health issues erupt from this activity. The health department has fallen down on its job and so has the police department, and now the city council and Mayor are trying to put a Band-Aid on a hemorrhaging wound. Having the city attorney massage words on a piece of paper and changing the rule of law and order is not the right way to address this problem.

I would think that there are many violations on the books these anti-social street squatters could be cited for. If we did any of the things the street people have done, we would be fined and imprisoned. The city requires building permits and inspections to allow people to occupy a house. There is no requirement for occupying the street. Could we or should we all be treated equally? Consider if we had no property taxes being collected annually to allow continued enjoyment of a roof over our family's heads. We might be able to eat dinner out every day if we wanted or buy that new car. If the city is going to treat the street people one way and then all property owners exactly the opposite, then do we have a protected class? I would say that is the only conclusion one can come to. Shall we strip all references to fees and taxes from the Bremerton Municipal code to rectify the injustice and failure to treat people equally? The sanitation pick-up should be free as it is for the street people. We should all have free water to water our lawns. The street squatters are being treated like a protected class with special privileges. Homelessness is a problem that is the result of anti-social behavior by enslaved drug victims. Let's not forget the people that are victims are victims of their personal choices. Drug use is at the bottom of this new phenomenon together with the illogical and dispirit rules and regulations in place by liberal cities across the STATES. Are liberal minds blind to freedom without responsibility? Who is enjoying the drug culture and the profits from this industry. ARE OUR CITY LEADERS TRYING TO DEVALUE THE PROPERTY OF SELECT PROPERTIES TO ALLOW DEVELOPER FRIENDS TO PICK UP THE PROPERTY AT A DISCOUNT TO BUILD LARGE MULTI UNIT APARTMENTS AT A HIGHER PROFIT AND INCREASE TAX INCOME? IT ALMOST SEEMS AS THOUGH THIS IS THE CASE. The city must go after the root cause of this problem and that is drugs in our city. If a tent community were to plant itself in front of the mayor's home or a city council person's home how long do you think it would last there? Everywhere tent cities are allowed they grow and become more dangerous and problematic to the resident homeowners. I suggest that the city attorney start drawing up BMC regulations that put health care in the forefront of this problem. We must try harder to get people off drugs to get them off the streets. If the state says it is legal to do drugs, then we must send a strong message to the state that we oppose legalization. Helping people get off drugs should be our first priority. We could say using drugs may be legal, but we will be bringing all those who use or sell to a helping center/Jail to give them counseling and treatment for a month or two. There they will have a shower, a meal and a roof over their head.

**From:** [kim.siebens](mailto:kim.siebens@cityofbremerton.com)  
**To:** [Greg Wheeler](mailto:Greg.Wheeler@cityofbremerton.com); [City Council](mailto:City.Council@cityofbremerton.com); [pio@kitsappublichealth.org](mailto:pio@kitsappublichealth.org); [Gib.morrow@kitsappublichealth.org](mailto:Gib.morrow@kitsappublichealth.org)  
**Subject:** Kitsap Public Health District involvement??  
**Date:** Friday, August 4, 2023 11:32:29 AM

---

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

Regarding all of the public health language I see in your draft ordinance (anti camping) - have you reached out to the Kitsap Public Health District at all for their suggestions? I am sending this email to their Public Information Officer and the Public Health Officer as well to make sure they are aware of what you are proposing.

This is a link to the issue I am bringing to your attention (starting on page 51 of 163) <https://lpublic.bremertonwa.gov/weblinkpublic/0/doc/640282/Page1.aspx?fbclid=IwAR0hrxk-kd8-qaPZKRa93xiUCoaJfsGU9FCNAf1r7wkDtIzsUgk2LhseNY>

The public health concerns, cited repeatedly throughout these ordinance amendments, are connected to stigmatizing language, essentially legitimizing punitive action toward our most vulnerable. You are using public health language in very inappropriate ways here. If they have not been consulted, it seems imperative that they are, to ensure they agree with the statements in the draft ordinance amendments that are being linked to "public health."

They may also be able to offer suggestions, appropriate language, and potential solutions to address the "public health" issues" as I am not sure the current verbiage is in line with their recently revised Mission which states that "Kitsap Public Health District prevents disease and protects and promotes the health of all people in Kitsap County".

"All people" includes those experiencing homelessness. This ordinance does not help prevent disease, protect, or promote health for those experiencing homelessness.

They really should be involved here. Are they??

Kimmy Siebens RN

Economic Inequity and Health Task Force Member, Washington Physicians for Social Responsibility, [www.wpsr.org](http://www.wpsr.org)

President, Their Voice  
<http://www.their-voice.org>

Founder, Bremerton Homeless Community Coalition  
<https://www.facebook.com/groups/bremertonhomeless>

**From:** [Mike Altman](#)  
**To:** [Greg Wheeler](#)  
**Cc:** [City Council](#); [Steven Forbragd](#); [Rodney Rauback](#); [Aaron Elton](#); [Mike Davis](#); [Tom Wolfe](#); [Public Works & Utilities Customer Response](#); [Hillary Hamilton](#); [Thomas Knuckey](#); [Ned Lever](#); [Dave Carter](#); [Kylie Finnell](#); [Brett Jette](#); [Mychael Raya](#); [Jennifer Hayes](#); [Kelsie Donleycott](#)  
**Subject:** RE: 1000 6th Street  
**Date:** Tuesday, August 8, 2023 11:10:21 AM

---

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

Thank you, I hope we can get this issue resolved as soon as possible.

I just had a client come to the office today and ask about the tents and if it was safe to park her car in our parking lot. I also witnessed a number of local homeowners get into a heated conversation with one of the tent dwellers. I can only imagine how angry the people who reside on this street must be at this point. As someone who has owned a business in Bremerton for nearly 20 years, this is not an ideal economic environment and I hope new policies can be put in place soon to clean up these streets.

Michael Altman

#### **Altman Law Offices**

1000 6<sup>th</sup> Street, Suite 110  
Bremerton, WA 98337  
(360) 377-7100 (Phone)  
(360) 377-7200 (Fax)

4301 S. Pine Street, Ste. 30-06  
Tacoma, WA 98409  
(253) 761-1000 (Phone)  
(360) 377-7200 (Fax)

[www.waaccidentlaw.com](http://www.waaccidentlaw.com)

---

**From:** Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>  
**Sent:** Monday, August 7, 2023 11:10 AM  
**To:** Mike Altman <mike@waaccidentlaw.com>  
**Cc:** City Council <City.Council@ci.bremerton.wa.us>; Steven Forbragd <Steven.Forbragd@ci.bremerton.wa.us>; Rodney Rauback <Rodney.Rauback@ci.bremerton.wa.us>; Aaron Elton <Aaron.Elton@ci.bremerton.wa.us>; Mike Davis <Mike.Davis@ci.bremerton.wa.us>; Tom Wolfe <Tom.Wolfe@ci.bremerton.wa.us>; Public Works & Utilities Customer Response <bremerton1@ci.bremerton.wa.us>; Hillary Hamilton <Hillary.Hamilton@ci.bremerton.wa.us>; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; Ned Lever <Ned.Lever@ci.bremerton.wa.us>; Dave Carter <Dave.Carter@ci.bremerton.wa.us>; Kylie Finnell <Kylie.Finnell@ci.bremerton.wa.us>; Brett Jette <Brett.Jette@ci.bremerton.wa.us>; Mychael Raya

<Mychael.Raya@ci.bremerton.wa.us>; Jennifer Hayes <Jennifer.Hayes@ci.bremerton.wa.us>; Kelsie Donleycott <Kelsie.Donleycott@ci.bremerton.wa.us>

**Subject:** RE: 1000 6th Street

Good morning Mike,

Thank you for following up on our conversation this morning with an email and for taking the time to share your comments, questions, and concerns with me. The city is now down to one shelter (which is full) since the Salvation Army closed. I am working with regional partners including Kitsap County to stand up another homeless shelter. We are working through multiple options and hope to have more information to share soon. This will remain a high priority until completed. City Council is also working on updating the city's camping ordinance as the current one has been determined to be illegal by court rulings (9<sup>th</sup> Circuit). They are currently considering options for regulating time, place, and manner for camping and have been included in my reply. This is a high priority for them also. I realize this response does not make things immediately better, so I understand your frustration. You have my commitment to stay on this. In the meantime, I am including officials from the City of Bremerton Police, Public Works, and Legal Departments for their information and follow up. Take care.

Sincerely,

Greg Wheeler  
Mayor  
City of Bremerton  
(360) 473-5266

---

**From:** Mike Altman <[mike@waaccidentlaw.com](mailto:mike@waaccidentlaw.com)>  
**Sent:** Monday, August 7, 2023 10:26 AM  
**To:** Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>  
**Subject:** 1000 6th Street

**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.

Mr. Wheeler,

I appreciate our walk and talk this morning.

The tents on Broadway next to our parking lot need to be removed. I cannot put my employees and clients at risk by having a homeless encampment blocking the sidewalk. As I mentioned to you, we have had many of the people living in these tents defecate in our dumpsters, in our parking lot or on our sidewalk leading into the building. Many of them smoke and inject drugs in our parking lot as well. It is not uncommon to get into the office and see needles and large amount of trash littered throughout our parking lot and sidewalks. The stench is horrible and this has only gotten worse as

the tents have tripled or more on Broadway. As I mentioned, over the weekend, the tent are now directly in front of our parking lot covering the sidewalks.

Finally, I represent victims of automobile accidents and my local clients often walk to our office. Some of them who have suffered leg injuries require the use of a scooter or wheelchair while they recover from their injuries. With these tents, there is no way for them to even navigate down the sidewalks. It is not safe.

I ask that whatever resources you have can be used to clean this area up immediately. If you have questions please feel free to contact me.

Thanks,

Michael Altman

**Altman Law Offices**

1000 6<sup>th</sup> Street, Suite 110  
Bremerton, WA 98337  
(360) 377-7100 (Phone)  
(360) 377-7200 (Fax)

4301 S. Pine Street, Ste. 30-06  
Tacoma, WA 98409  
(253) 761-1000 (Phone)  
(360) 377-7200 (Fax)

[www.waaccidentlaw.com](http://www.waaccidentlaw.com)

**From:** Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>

**Sent:** Monday, August 7, 2023 8:19 PM

**To:** Jamie Payne <jamiepayne007@aol.com>

**Cc:** City Council; Steven Forbragd; Rodney Rauback; Aaron Elton; Mike Davis; Tom Wolfe; Public Works & Utilities Customer Response <bremerton1@ci.bremerton.wa.us>; Hillary Hamilton; Thomas Knuckey; Ned Lever; Dave Carter; Kylie Finnell; Brett Jette; Mychael Raya; Jennifer Hayes; Kelsie Donleycott

**Subject:** RE: Homeless camping in front of my house.

Good evening Jamie,

Thank you for your email and for taking the time to share your comments, questions, and concerns with me. The city is now down to one shelter (which is full) since the Salvation Army closed. I am working with regional partners including Kitsap County to stand up another homeless shelter. We are working through multiple options and hope to have more information to share soon. This will remain a high priority until completed. City Council is also working on updating the city's camping ordinance as the current one has been determined to be illegal by court rulings (9<sup>th</sup> Circuit). They are currently considering options for regulating time, place, and manner for camping and have been included in my reply. This is a high priority for them also. I realize this response does not make things immediately better, so I understand your frustration. You have my commitment to stay on this. In the meantime, I am including officials from the City of Bremerton Police, Public Works, and Legal Departments for their information and follow up. Take care.

Sincerely,

Greg Wheeler  
Mayor  
City of Bremerton  
(360) 473-5266

---

**From:** Jamie Payne <[jamiepayne007@aol.com](mailto:jamiepayne007@aol.com)>

**Sent:** Monday, August 7, 2023 7:49 PM

**To:** Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>

**Subject:** Homeless camping in front of my house.

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.

Homeless people are camping in front of my house at 620 Broadway and they won't leave. They police need to get them out now. Send them to the park, or anywhere. They have been there for 2 months now. The police tell them to leave but they just come back. It started with 2 tents. Now there are five tents. They poop and pee where ever they want. They are on drugs. They are harassing my tenants. They are camping on the little strip of what used to be grass that I have maintained for 19 years. They have ruined the strip of grass that the city requires me to maintain. This is a residential neighborhood. How can I charge my tenants to live there when your police can't stop them from tread passing on the property and drinking water. From the hose? What are you going to do about this?

How about you hire a construction crew to place large rocks on the grass strip so that no one can put a tent there. Or better yet instruct the police to treat our neighborhood at least as good as you treat the park and don't let them put all this garbage in front of our houses.

Jamie Payne  
(360) 434-1090



**From:** [Carma Foley](#)  
**To:** [City Council](#)  
**Subject:** Unhoused question  
**Date:** Tuesday, August 8, 2023 2:57:39 PM

---

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

Greetings City Councilmembers,

Thank you first of all for your continued service to our community.

I have recently been to a board meeting and just had a few questions.

1. If there is \$ for a bathroom how about having the unhoused persons self monitoring its usage and realize that they are responsible for it being clean and useable. I would think meeting with them to discuss this is an important first step. If they are agreeable, maybe a portable unit could be tried first. The parks have pit style toilets that are used by various members in our community and seem to be well built and sturdy. It may be worthwhile to ask the county what it would take to provide something like this closeby.
2. If the Salvation Army is providing such great services such as meals, showers, bathrooms, laundry. Wifi, etc., why not support this organization for longer hours with funding and staff, instead of spreading limited funding and resources around to various organizations.

I would appreciate your thoughts on these questions. These may have already been considered but it doesn't hurt to bring ideas to the table for this complicated and important issue.

Carma L. Foley  
Retired Human Service worker  
360-509-7225

Sent from [Mail](#) for Windows



From: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>  
Sent: Wednesday, August 9, 2023 8:20 AM  
To: Brian Balfe <brian.balfe1@gmail.com>  
Cc: City Council <City.Council@ci.bremerton.wa.us>; Steven Forbragd <Steven.Forbragd@ci.bremerton.wa.us>; Rodney Rauback <Rodney.Rauback@ci.bremerton.wa.us>; Aaron Elton <Aaron.Elton@ci.bremerton.wa.us>; Mike Davis <Mike.Davis@ci.bremerton.wa.us>; Tom Wolfe <Tom.Wolfe@ci.bremerton.wa.us>; Public Works & Utilities Customer Response <bremerton1@ci.bremerton.wa.us>; Hillary Hamilton <Hillary.Hamilton@ci.bremerton.wa.us>; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; Ned Lever <Ned.Lever@ci.bremerton.wa.us>; Dave Carter <Dave.Carter@ci.bremerton.wa.us>; Kylie Finnell <Kylie.Finnell@ci.bremerton.wa.us>; Brett Jette <Brett.Jette@ci.bremerton.wa.us>; Mychael Raya <Mychael.Raya@ci.bremerton.wa.us>; Jennifer Hayes <Jennifer.Hayes@ci.bremerton.wa.us>  
Subject: RE: Concerned

Good morning Brian,

Thank you for your email and for taking the time to share your comments, questions, and concerns with me. The city is now down to one shelter (which is full) since the Salvation Army closed. I am working with regional partners including Kitsap County to stand up another homeless shelter. We are working through multiple options and hope to have more information to share soon. This will remain a high priority until completed. City Council is also working on updating the city's camping ordinance as the current one has been determined to be illegal by court rulings (9th Circuit). They are currently considering options for regulating time, place, and manner for camping and have been included in my reply. This is a high priority for them also. I realize this response does not make things immediately better, so I understand your frustration. You have my commitment to stay on this. In the meantime, I am including officials from the City of Bremerton Police, Public Works, and Legal Departments for their information. Take care.

Sincerely,

Greg Wheeler  
Mayor  
City of Bremerton  
(360) 473-5266

-----Original Message-----

From: Brian Balfe <[brian.balfe1@gmail.com](mailto:brian.balfe1@gmail.com)>  
Sent: Tuesday, August 8, 2023 8:06 PM  
To: Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>  
Subject: Concerned

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

Hello I would say first that I'm happy to live in Bremerton. It's a great place for my wife and I to raise my two children. We like the community. However I have noticed more and more of the homeless community establishing more permanent housing in the public areas of our community. This is very

concerning to my family and I as to how the government plans to deal with this issue. I understand that there isn't an easy solution to this problem. However an entire city block now occupied in downtown with other area popping up. Just down the road there is a Motorhome that has been parked within walking distance from a children's park. I'm not saying that that person would do anything. Just on how easy it would be to bring a child into it. I would like to know what the city's plan is to handle the situation.

Brian Balfe

**Published for**  
**July 26 Study Session**  
**A3 – Public Comments**

**From:** [charles mayer](#)  
**To:** [City Council](#)  
**Cc:** [Kim](#)  
**Subject:** Harms done by criminalizing homelessness  
**Date:** Thursday, July 13, 2023 8:49:34 AM

---

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

Dear Bremerton City Council Members,

As a physician and co-chair of the Economic Inequity Task Force and Health for the Washington Physicians for Social Responsibility, we take a hard look at what improves the health and well-being of our communities. Though we understand the concerns of community members when homeless people live unsheltered in parks, near schools and near other public spaces, it has become clear that ordinances against encampments and criminalizing homelessness leads to much more harm than good.

The major causes of homelessness are unaffordable and limited housing availability, low wages and large increases in rent with no rental protections in place. Though mental health and drug use disorders can sometimes contribute, more often becoming homeless leads to mental health illness and drug use even to crisis levels.

Based on what we know leads to better outcomes, we at WPSR strongly support the community health approach to government both local and state policy. We recommend focusing on creating urgent and affordable housing, renter protections and supporting livable wages. This is the best way to prevent and care for people who suffer from being homeless. Criminalizing people and or decampments leads to serious life disruptions and ill-health. Harms that often if not sometimes impossible to repair. It also leads to higher costs for all.

By taking the public health approach, you can build your community's strength and become state leaders in compassionate AND practical policy.

Sincerely,

Charles Mayer MD MPH

Family Physician

Co-chair, Economic Inequity and Health Task Force

Washington Physicians for Social Responsibility (WPSR)



**From:** [Greg Wheeler](#)  
**To:** [charles mayer](#)  
**Cc:** [Kim](#); [City Council](#); [Kylie Finnell](#); [Kelsie Donleycott](#); [Jennifer Hayes](#)  
**Subject:** RE: Harms done by criminalizing people who are homeless  
**Date:** Thursday, July 13, 2023 9:47:59 AM

---

Dear Dr. Mayer,

Thank you for your email! The city has prioritized creating urgent and affordable housing, renter protections and supporting livable wages. I am forwarding your email to the City Council for their consideration as they deliberate on a camping ordinance. I appreciate you taking the time to share your thoughts with me. Take care.

Sincerely,

Greg Wheeler  
Mayor  
City of Bremerton  
(360) 473-5266

---

**From:** charles mayer <charlesmayer411@gmail.com>  
**Sent:** Thursday, July 13, 2023 8:52 AM  
**To:** Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>  
**Cc:** Kim <kimmysiebens@yahoo.com>  
**Subject:** Harms done by criminalizing people who are homeless

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

Dear Mayor Wheeler,

Thank you for all your service for Bremerton!

As a physician and co-chair of the Economic Inequity Task Force and Health for the Washington Physicians for Social Responsibility, we take a hard look at what improves the health and well-being of our communities. Though we understand the concerns of community members when homeless people live unsheltered in parks, near schools and near other public spaces, it has become clear that ordinances against encampments and criminalizing homelessness leads to much more harm than good.

The major causes of homelessness are unaffordable and limited housing availability, low wages and large increases in rent with no rental protections in place. Though mental health and drug use disorders can sometimes contribute, more often becoming homeless leads to mental health illness and drug use even to crisis levels.

Based on what we know leads to better outcomes, we at WPSR strongly support the community health approach to government both local and state policy. We recommend focusing on creating urgent and affordable housing, renter protections and supporting livable wages. This is the best way to prevent and care for people who suffer from being homeless. Criminalizing people and or decampments leads to serious life disruptions and ill-health. Harms that often if not sometimes impossible to repair. It also leads to higher costs for all.

By taking the public health approach, you can build your community's strength and become state leaders in compassionate AND practical policy.

Sincerely,

Charles Mayer MD MPH

Family Physician

Co-chair, Economic Inequity and Health Task Force

Washington Physicians for Social Responsibility (WPSR)

I acknowledge the land I occupy today as the traditional home of the Duwamish tribal nation who are still living here today.

**From:** [Neal Foley](#)  
**To:** [City Council](#)  
**Cc:** [Greg Wheeler](#)  
**Subject:** ML King Way/Camping  
**Date:** Tuesday, July 11, 2023 11:09:45 AM

---

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

Bremerton City Council,

Feedback from the people on ML King Way is that it is very hard to leave their tent area for anytime at all as their things disappear. Hard to work, obtain services, go to the bathroom, or basically do anything to improve their current condition when they cannot leave. Crime follows and preys on the weak and impoverished. These people are citizens of Bremerton and victims of continual crime. Why is there no security here? Prosecute the criminals and provide a safe place for those who find themselves here!

I still see feces on the ground in a few spots and still no place for those on ML King Way to use a bathroom? I am surprised there is not more human waste. Try an experiment yourself and see how long you can hold it.

Tents can be killers. Both rain/cold and high temperatures can kill. Some people do not have or do not have the ability to set up a satisfactory dry tent. A gentleman died 6/18/2023 on ML King Way primarily of Hypothermia. He was not breathing and had no heartbeat when found. After CPR they obtained a heartbeat but he never regained consciousness but officially "lived" until 2:30PM on 6/19/2023. It had been raining for 2 days, his tent was set up over another tent that was already collapsed and wet. The entry on the top tent had several rips and there was no rain cover. Summertime right? His body was 77 degrees when they picked him up off of ML King Way. His tents and belongings were wet clear through and VERY heavy. A bag of his wet clothes were returned at the hospital after his death. Just another drug related death? Not so fast. There was absolutely no evidence of drug use in any of his personal things, zero. Word on the street from several that knew him close was he was not using. Mentally Ill yes. He had no where else to live after the shelter closed. His family did not know his whereabouts after the shelter closed until after his death.

Bremerton needs a shelter ASAP. This is how we keep these folks alive to be able to help them the best ways we can. They need a secure safe place. Let's get The Salvation Army shelter open or something equivalent ASAP!

Related -

A federal judge just found Washington state in contempt and ordered it to pay more than \$100 million in fines for failing to provide timely psychiatric services to mentally ill people who are forced to wait in jails for weeks or months. In the recent Washington State DSHS ordered to pay 100 million.

In the article .....

Christopher Carney, representing Disability Rights Washington, said prosecuting vulnerable people accomplishes little. Instead, the funds should be spent on supportive housing with staffing and medication.

"We just keep throwing away resources and causing harm trying the wrong solutions," Carney said in a release. "If what we want is to save lives and improve public safety, we know arrest and competency services are not the way to get there. Our clients need homes and help, not



more punishment.”

One last thing on a personal note. I notice an air of contempt that permeates many individuals views concerning these people who have found themselves on ML King Way. It is easy to look from afar and throw stones based on misconceived personal biases. I would recommend that anyone involved in making decisions concerning this population go and meet them. Take a walk with the prayer walk group or other organizations who are actively helping these people. Learn their names, hear their stories and understand their conditions and needs. THEN make informed decisions.

Thank you,

Neal Foley

**From:** [Neal Foley](#)  
**To:** [City Council](#)  
**Subject:** No camping ordinance  
**Date:** Tuesday, July 18, 2023 8:00:13 PM

---

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

Dear City Council,

I am still a resident of the City of Bremerton in District 5.

I am still adamantly opposed to criminalizing homelessness and/or mental illnesses.

I continue to strongly urge the City Council to repeal, in its entirety, the current no camping ordinance. It is non enforceable, useless as is, and taints homelessness with unwarranted criminality.

Please signal a new beginning in our city with an entirely new code dealing with homelessness and mental illness in a positive educated way.

Consider protecting sensitive areas in a "Sensitive Area Code". We absolutely need to protect our sensitive areas.

I would ask our City Council and Mayor to be proactive and support our local experts in homelessness 100%. Move forward with THEIR knowledge as our guide. We can become leaders in this regard rather than sit on our hands.

I would also like a clear explanation at the next public meeting as to EXACTLY why a porta-potty has been funded by council and not provided. A clear concise explanation as to where the inaction resides? There is a porta-potty in Manette that sits partially on the sidewalk and within inches of the handicap ramp??? If a porta-potty cannot be provided what other options are available NOW? Fire Station? These are Bremerton residents.

I continue to urge our local law enforcement to use existing laws to curb criminality that follows homelessness on ML King Way. It not only affects our local residents, it affects our homeless even more.

Thank you,

Neal Foley

**From:** [amanda reynolds](#)  
**To:** [City Council](#)  
**Subject:** Unauthorized Camping Amendment opinion  
**Date:** Monday, July 10, 2023 9:43:18 PM

---

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

Hello,

My name is Amanda and I live in Downtown Bremerton. I'm just adding my thoughts on the proposal to amend BMC Chapter 9.32 entitled "Unauthorized Camping."

I'm proud of the work Bremerton is doing to help the homeless population; from mental health support to housing opportunities.

I don't believe that the people in tents on MLK comprise the majority of homeless who want the support Bremerton has to offer. This is based on my conversations with law enforcement and the Salvation Army.

For 30 years I have watched Downtown Bremerton claw it's way back from being a place you wouldn't be caught in after dark to becoming a creative and fun place to spend time in. I volunteer downtown a few days every week and i've noticed over the past year the tone has become more sinister; with the smell of human waste, used needles and people in crisis on full display.

There are so many citizens from all walks of life that are actively working to make Bremerton succeed, are they not as important as those who are indifferent or don't care if they destroy it? Bremerton already supports its homeless population, the people who live in tents on MLK and refuse assistance should not be encouraged to remain there. I oppose a portable restroom being installed there as it will only encourage the situation to be permanent. The Salvation Army already offers hygiene and restroom facilities for use.

My family will be moving in the next year if the situation stays the same. We have seen the writing on the wall with Seattle and Portland. There has literally been nothing positive about allowing tent cities to exist.

Thank you for letting me add my opinion.

Sincerely,

Amanda

**From:** [G2 Housing](#)  
**To:** [City Council](#); [Greg Wheeler](#); [Kylie Finnell](#)  
**Cc:** [molly.rose.brooks42@gmail.com](mailto:molly.rose.brooks42@gmail.com); [peggi.erickson@comcast.net](mailto:peggi.erickson@comcast.net)  
**Subject:** Camping and Toilets  
**Date:** Thursday, July 20, 2023 8:37:52 PM

---

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

Hello Councilmembers and Mr. Mayor,

Thanks for your ongoing work in support of our community's most vulnerable neighbors. We were especially glad to hear that the Mayor has prioritized establishing an emergency shelter in Bremerton.

In the meantime, We know you are working on the camping issue. Members of G2 Housing and Kitsap Equity, Race, And Community Engagement Coalition spoke at the last Council meeting. I am sending this message so that you will have a document version of our words.

G2 Housing stands with Kitsap ERACE Coalition on these points:

- We stand against any anti-camping legislation due to the negative impact on our unhoused neighbors.
- We support providing an area for camping to our unhoused neighbors, with access to clean water and sanitation, to include restroom facilities and showers.
- We are in favor of the City increasing funding for housing and shelter services for our unhoused neighbors.
- We are in favor of immediately funding an increase in the number of shelter beds in Bremerton.
- We are opposed to any fines and fees that might be levied against unhoused people for being in public spaces.
- We are opposed to “sweeps” of homeless camps that lead to the total loss of our neighbor’s belongings.

G2 Housing adds:

Any ordinance that is passed will not be not enforced until the city's new designated space has been secured, and folks have been given a reasonable amount of time to make the transition. They will be provided with transportation to enable them to move their belongings.

-----

And separately, regarding the \$10, 000 allocation for porta-potties:

We would like to know why the \$10,000 allocation for porta potties has not been used to install portable toilets. Many have asked at council meetings with no formal response. We have been told informally that liability concerns are stopping the installation. The city's liability concerns are just not a good enough reason to deny these folks the most basic sanitation needs, Like has been done at many other locations, it is time to install toilets on or near MLK Way

Thank you,

Jo Walter  
on behalf of G2 Housing

**From:** [kim.siebens](mailto:kim.siebens)  
**To:** [City Council](#); [Greg Wheeler](#); [Lance Walters](#); [Cnjadrian@comcast.net](mailto:Cnjadrian@comcast.net); [Tom Wolfe](#); [Rodney Rauback](#); [Robin O'Grady](#); [Dawn Michele Wilson](#); [Chuck Svac](#); [Anton Preisinger](#); [DFA.Public.Affairs@dea.gov](mailto:DFA.Public.Affairs@dea.gov); [community.outreach@dea.gov](mailto:community.outreach@dea.gov); [ODLL@dea.gov](mailto:ODLL@dea.gov); [ODLP@dea.gov](mailto:ODLP@dea.gov); [Legal](#); [Kari Mann](#); [Anthony Ives](#); [monicab@kmhs.org](mailto:monicab@kmhs.org)  
**Subject:** SAD NEWS TO ANNOUNCE: URGENT CONCERNS REGARDING MLK STREET AND THE UNHOUSED POPULATION  
**Date:** Monday, July 17, 2023 10:47:34 AM

---

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

Dear Community Leaders,

I am writing to bring to your attention a concerning issue that has been affecting our community, specifically the homeless population in our area, particularly on MLK Street. It saddens me to share this news, but it is crucial that we address it to work towards finding a solution and making things better for those who are unhoused.

In recent times, there has been a significant increase in criminal activities targeting the homeless, with MLK Street being a focal point. We have become aware of an alarming prevalence of drug sales and distribution taking place on the street, perpetrated by individuals who do not need to reside in tents or live on the streets.

Unfortunately, the presence of homeless individuals in tents provides an ideal hiding place for criminals. As the community extends its support by offering free water, meals, and other necessary items meant for the unhoused, it inadvertently creates an environment that attracts high-profit drug dealers instead. They can hide in plain site.

Despite our concerns, the police chief has informed us that they can only take action within the confines of the existing laws. This has left me puzzled as to why acts such as disorderly conduct, trespassing, and high-level drug distribution are not illegal on MLK Street. The police chief mentioned that once drug possession becomes illegal again in Washington State, they will be able to take more decisive action. However, I am uncertain when this change will occur, and if there are no longer laws against selling substantial amounts of fentanyl or possessing weapons without proper authorization.

Given the presence of significant drug dealers and distributors, it is imperative to acknowledge that MLK Street is no longer a safe place for individuals to reside. Many people are seeking a safer environment where rules and order can be established.

Today, I will be meeting with others to brainstorm potential temporary locations for those who wish to live in a secure environment. However, it has come to our attention that criminals, particularly those involved in managing prostitution and drug sales, tend to follow public camps, taking advantage of the vulnerable and seeking control over cheap labor through addiction and intimidation.

Police Chief Tom Wolfe stated that "many of the issues are not criminal in nature and therefore fall to the community to decide how best to move forward." However, we are witnessing criminal acts that go unreported due to the fear of retaliation from the non-homeless criminals who are preying on the vulnerable. It is disheartening to recall the incident on July 12, where a homeless man was found dead and burned inside his tent at Evergreen Park.

Moreover, within a span of two days, three women were physically assaulted on MLK Street, with only one aggressor being apprehended by the police. The fear of retaliation prevented the reporting of the third incident.

Just last week, I personally witnessed 2 women physically assaulted and I called 911. Nobody else would call for help and remained hiding in their tents. I personally witnessed a man attempting to provoke his dog into attacking an elderly homeless man, likely with the intention to cause harm or even death. I intervened to ensure the safety of the elderly man and the dog, but in doing so, I became the target of verbal abuse and intimidation by a criminal who sought to scare me. He even instigated others to attack me.

These incidents are emblematic of the dangerous environment prevailing on MLK Street, where many long-term unhoused individuals live in constant fear, undeserving of such treatment.

It is important to note that MLK Street's location is ideal for the unhoused population due to its proximity to the limited services our community provides for the most impoverished and vulnerable individuals. Moving them further away without a safe place to go will only move them away from the few services that sustain them.

Unfortunately, the influx of drugs, dealers, and criminal activities has transformed it into a place devoid of law and order.

Furthermore, it is disheartening that the city has chosen this time to consider an ordinance that would effectively criminalize homelessness. (Amending the currently unconstitutional "anti camping ordinance", creating loop holes around the 2018 9th circuit court ruling)

There are real criminals hiding among the unhoused, participating in high level crimes, that should be criminalized. I am not talking about just a small/personal sized amount of drugs, but thousands of blue fentanyl pills are being funneled through that area for major distribution. This is a major operation in plain site.

Why is the city council focusing on making it even harder for the unhoused and most vulnerable people in our community? An anti camping ordinance will help reduce the issue on MLK but at what cost? It will also push the true unhoused to the margins of our community and lead to even more suffering. Those large drug sellers will just go home or go to some other poor neighborhood and keep selling. It won't even get close to solving this re-occurring problem.

Why not focus on the crimes being committed, using laws that are already in place, and then take action to make our community a healthier and safer place?

The Chief said the community has to figure out how to move forward. NOW is a great time to act!

More articles about this:

<https://www.npr.org/.../24/1074577305/homeless-crime-experts>

<https://homelessness.ucsf.edu/.../violence-against-people...>

I will attach a copy of basic homeless encampment rules as an example of what could

be implemented when managing a law abiding and safe encampment. We can provide a safe place for people to be while waiting for affordable housing or treatment, etc. When there is no place for so many to go we have to start thinking outside the box and helping our unhoused neighbors in more meaningful and safe ways.

Thank you,

Kimmy Siebens RN

Economic Inequity and Health Task Force Member, Washington Physicians for Social Responsibility, [www.wpsr.org](http://www.wpsr.org)

President, Their Voice

<http://www.their-voice.org>

Founder, Bremerton Homeless Community Coalition

<https://www.facebook.com/groups/bremertonhomeless>

**From:** [Judy Arbogast](#)  
**To:** [City Council](#)  
**Subject:** Stop attacking the homeless - provide solutions NOW  
**Date:** Wednesday, July 19, 2023 2:07:06 PM

---

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

Dear City Council Members:

The homeless in our area should not be targets of actions in the city. Instead the city should be trying to find positive solutions to affordable housing availability.

- I stand against any anti-camping legislation due to the negative impact on our unhoused neighbors.
- I support providing an area for camping to our unhoused neighbors, with access to clean water and sanitation, to include restroom facilities and showers.
- I am in favor of the City increasing funding for housing and shelter services for our unhoused neighbors.
- I am in favor of immediately funding an increase in the number of shelter beds in Bremerton.
- I am opposed to any fines and fees that might be levied against unhoused people for being in public spaces.
- I am opposed to "sweeps" of homeless camps that lead to the total loss of our neighbor's belongings.

The homeless people are NOT the cause of the lack of affordable housing. They are victims! Do not 'punish' them further with your policies. They need HELP, not fines [which they cannot afford], not being moved from place to place [while also taking their few possessions], not legislation against camping [further creating problems for them].

Your policies should reflect caring and concern for all the people of Bremerton.

Sincerely,  
Judy Arbogast  
[judy.arbogast@gmail.com](mailto:judy.arbogast@gmail.com)  
253 225 1977



**From:** [Ed & Maureen Heuss](#)  
**To:** [City Council](#)  
**Subject:** Eric Younger Council District 7  
**Date:** Monday, July 17, 2023 1:48:36 PM

---

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

Mr. Younger,

I am writing to you to address a vagrancy problem of drug users and thieves living and frequenting an area that borders our property on Kitsap Way. This problem has come about since the underground large culvert was installed for the future fish passage going under Kitsap Way and into Forest Lawn Cemetery. We are frequently witnessing drug users going in and out of the culvert at various times. We are also experiencing a lot of recent thefts occurring at our property at 5420 Kitsap Way and also at our tenant's business at 5418 Kitsap Way ( Strait Floors ). We plan to attend the upcoming City Council meeting this Wed. evening July 19th, and hopefully will have an opportunity to voice our concerns. We strongly feel that installing a fence around this area, would help immensely. We also have been finding drug needles and human waste on our properties.

Another issue that we have regarding this area, is the abandon vehicles that are filled with people's belongings and parked in the City ROW for months on end. Some without even wheels or tires. Why is this allowed and the vehicles are not towed to an impound yard. They appear to be storage facilities for some people. They started appearing after Pendleton Place was built. This issue has been ignored by the city for too long. We had truly hoped that Pendleton Place would somehow be a good neighbor. Though that has yet to be seen. The shopping carts from Winco somehow end up on our property every week and the transient traffic have certainly increased since .

We cannot continue to enable these wrong doers at the expense of the hard-working businesses, their customers and their employees. Or the taxpayers that pay to be represented by their elected officials. At this point I believe we can curtail the issues that I have mentioned with the suggestions of towing the cars in the ROW and installing fencing around the areas that I have mentioned, leading to the culvert. As far as the shopping carts, we and our tenants have returned several to the Winco store. Though we shouldn't have to. I believe this issue is also related to the bus stop that is in this same area.

Our neighbor Forest Lawn Cemetery and Lewis Funeral Chapel are aware of these issues and agree that something needs to be done.

I look forward to meeting you at the council meeting Wed. evening.

Thank you,  
Maureen Heuss  
heusscompany@msn.com

**From:** Robert Shaffer [robertjshaffer@yahoo.com](mailto:robertjshaffer@yahoo.com)

**Sent:** Monday, July 10, 2023 2:20 PM

**To:** Greg Wheeler [Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us); City Council [City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)

**Cc:** Rodney Rauback [Rodney.Rauback@ci.bremerton.wa.us](mailto:Rodney.Rauback@ci.bremerton.wa.us); Steven Forbragd

[Steven.Forbragd@ci.bremerton.wa.us](mailto:Steven.Forbragd@ci.bremerton.wa.us); Aaron Elton [Aaron.Elton@ci.bremerton.wa.us](mailto:Aaron.Elton@ci.bremerton.wa.us); Mike Davis

[Mike.Davis@ci.bremerton.wa.us](mailto:Mike.Davis@ci.bremerton.wa.us); Jennifer Hayes [Jennifer.Hayes@ci.bremerton.wa.us](mailto:Jennifer.Hayes@ci.bremerton.wa.us); Kylie Finnell

[Kylie.Finnell@ci.bremerton.wa.us](mailto:Kylie.Finnell@ci.bremerton.wa.us); Brett Jette [Brett.Jette@ci.bremerton.wa.us](mailto:Brett.Jette@ci.bremerton.wa.us); Mychael Raya

[Mychael.Raya@ci.bremerton.wa.us](mailto:Mychael.Raya@ci.bremerton.wa.us)

**Subject:** MLK homeless tents blocking the sidewalk- please have them removed

**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.

Mayor Wheeler, members of the Council-

Homeless tent campers are blocking sidewalks downtown on MLK. This is illegal and a violation of the Americans with Disabilities Act. Please have them removed.

Recently, Portland, Oregon agreed to move tents after handicapped Portlanders sued because they had no ability to use the city's sidewalks. I don't want the city of Bremerton to be sued, but if that's what it takes for the city to comply with the law (and remove this illegal tent camp), so be it.

Here's the story:



[Portland, Oregon, to clear sidewalk tents to settle suit with people with disabilities  
apnews.com](https://www.apnews.com)

I'm deeply frustrated the city can solve these problems. It's your jobs.

Regards,

Robert Shaffer (and many neighbors)

820 Mckenzie Ave

---

On Jun 8, 2023, at 4:00 PM, Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)> wrote:

Good afternoon Robert,

Thank you for your email. I just wanted to take a moment to acknowledge that it has been received and read. Take care, I hope you have a great rest of your day!

Sincerely,

Greg Wheeler  
Mayor  
City of Bremerton  
(360) 473-5266

---

**From:** Robert Shaffer <[robertjshaffer@yahoo.com](mailto:robertjshaffer@yahoo.com)>  
**Sent:** Thursday, June 8, 2023 7:44 AM  
**To:** Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>  
**Cc:** Rodney Rauback <[Rodney.Rauback@ci.bremerton.wa.us](mailto:Rodney.Rauback@ci.bremerton.wa.us)>; Steven Forbragd <[Steven.Forbragd@ci.bremerton.wa.us](mailto:Steven.Forbragd@ci.bremerton.wa.us)>; Aaron Elton <[Aaron.Elton@ci.bremerton.wa.us](mailto:Aaron.Elton@ci.bremerton.wa.us)>; Mike Davis <[Mike.Davis@ci.bremerton.wa.us](mailto:Mike.Davis@ci.bremerton.wa.us)>; Tom Wolfe <[Tom.Wolfe@ci.bremerton.wa.us](mailto:Tom.Wolfe@ci.bremerton.wa.us)>; Jennifer Hayes <[Jennifer.Hayes@ci.bremerton.wa.us](mailto:Jennifer.Hayes@ci.bremerton.wa.us)>; Kylie Finnell <[Kylie.Finnell@ci.bremerton.wa.us](mailto:Kylie.Finnell@ci.bremerton.wa.us)>; Brett Jette <[Brett.Jette@ci.bremerton.wa.us](mailto:Brett.Jette@ci.bremerton.wa.us)>; Mychael Raya <[Mychael.Raya@ci.bremerton.wa.us](mailto:Mychael.Raya@ci.bremerton.wa.us)>  
**Subject:** Porland, OR just banned daytime camping

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

We can do it in Bremerton, too.

## Portland City Council bans daytime camping

- Updated: Jun. 07, 2023, 7:18 p.m. |
- Published: Jun. 07, 2023, 5:37 p.m.

By [Nicole Hayden](#) | [The Oregonian/OregonLive](#)

The Portland City Council voted 3 to 1 on Wednesday to [ban people from camping](#) on public land during daytime hours within the city and to prohibit camping at all times near schools and other specific locations. The ordinance, put forth by [Mayor Ted Wheeler](#), comes as the city is seeking to comply by July 1 with a state law that requires local governments to write “objectively reasonable” rules to allow people to sit, lie, sleep and keep warm and dry on public property in places like Portland that don’t have enough shelter beds to serve all unhoused individuals.

Under the ordinance, people considered involuntarily homeless will only be allowed to camp from 8 p.m. to 8 a.m. in certain areas and will be required to dismantle their campsites during the day. They will be restricted from pitching tents at any time near schools, day care centers, pedestrian plazas, shelter and construction sites, high-speed roads, parks, greenways and numerous other locations.

People who violate the rules more than two times — or more than twice build fires, obstruct private property or leave trash around campsites — could face fines of up to \$100 or up to 30 days in jail, according to the ordinance.

The new rules will go into effect in 30 days, but the city doesn’t plan to begin enforcement until mid-July. Mayor Ted Wheeler said the city will spend the next few months focused on reaching out to unhoused individuals to educate them about the new rules.

“These reasonable restrictions, coupled with our work on increasing shelter availability along with access to services, are a step in the right direction toward a revitalized Portland,” Wheeler said prior to voting in favor of the ordinance.

The City Council’s approval of the new rules comes a week after more than 100 people testified during a five-hour hearing on the ordinance, with most speakers urging the city to not move forward with what many described as inhumane regulations.

---

On Jun 7, 2023, at 10:21 AM, Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)> wrote:

Good morning Robert,

Thank you for your email. I appreciate you taking the time to follow up on your prior communication with me regarding your ability to enjoy your house, property, and neighborhood due to disruptive behavior on MLK Way and Park Ave. Included in my reply are officials from the City of Bremerton Police and Legal Departments for their review and follow up. Please know that city staff and I take your concerns very seriously and we will do everything we can, within the law with the resources available, to maintain a safe and healthy environment for you and your neighbors to live in. Take care Robert, I hope you have a nice day.

Sincerely,

Greg Wheeler  
Mayor  
City of Bremerton  
(360) 473-5266

---

From: Robert Shaffer <[robertjshaffer@yahoo.com](mailto:robertjshaffer@yahoo.com)>  
Sent: Wednesday, June 7, 2023 8:14 AM  
To: Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>  
Subject: Re: Homeless camping at MLK and Park downtown

**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.

Mayor Wheeler, what are you doing to get rid of the homeless camp (now more than 20 tents) in downtown Bremerton?

It’s a public safety hazard for the surrounding neighborhoods.

Please help us.

Robert and Michele Shaffer, Mckenzie Ave  
Amanda and Aidan Clark, Mckenzie Ave  
Tyler and Maxine Larsen, 9th  
Cisco, Cogean Ave.

---

On Apr 25, 2023, at 3:28 PM, Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)> wrote:

Good afternoon Robert,

Thank you so much for taking the time to inform us of your concerns regarding unacceptable behavior in your neighborhood. Please know that I totally understand where you are coming from, and I appreciate the thoughtful way you let us know this is happening. The fact that you mentioned some of these individuals appear to be emboldened is not lost on me, and I am including in my response officials from the City of Bremerton (COB) Police Department for their review and follow up, and the COB Legal Department for their information. Thank you again Robert for your email, I hope you and your family (and your neighbors) get to enjoy some of this recent sunny weather.

Sincerely,  
Greg Wheeler  
Mayor  
City of Bremerton  
(360) 473-5266

---

From: Robert Shaffer <[robertjshaffer@yahoo.com](mailto:robertjshaffer@yahoo.com)>  
Sent: Tuesday, April 25, 2023 3:14 PM  
To: Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>  
Cc: Tom Wolfe <[Tom.Wolfe@ci.bremerton.wa.us](mailto:Tom.Wolfe@ci.bremerton.wa.us)>  
Subject: Homeless camping at MLK and Park downtown

**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.

Mayor Wheeler, Chief Wolfe-

First, let me thank you both for all you do for the city. Bremerton is a really great place to live, and it's because of the work you and others do.

My neighbors and I are concerned about the homeless camp starting to form at MLK and Park. It's acceptable to us when it's just people hanging out during the day, but when people start to camp, we see more homeless and mentally ill in the neighborhood, wandering into our yards and onto porches, mostly after dark (the Ring doorbells pick them up in the middle of the night).

We live on McKenzie, and last night, a man ripped up my neighbor's flowers and placed them (inside a fence) on another neighbor's porch, along with a steel pipe. Not violent, not the end of the world, but a bit unnerving- both have two-year-old children. Last week, I yelled at a guy in my backyard in the middle of the night- I think he was just looking for something to steal. Again, not necessarily dangerous, but certainly a quality of life issue.

We also notice when this group hits a critical mass- the dynamics change from a few generally friendly people hanging around to a group that thinks this is their property, and will stare me down when Michele and I are out for a walk. The families on our street with kids avoid the area. It makes the neighborhood much less friendly.

You've done a great job in the past taking action when it reaches the level where it becomes more than a nuisance- can we do that again?

Thanks again,  
Robert and Michele Shaffer, 820 Mckenzie Amanda and Aidan (he's 2) Clark, 809 Mckenzie Tyler and Maxine Larsen and Rowan (also age 2), 702 8th Ave.

**From:** Tom Wolfe [Tom.Wolfe@ci.bremerton.wa.us](mailto:Tom.Wolfe@ci.bremerton.wa.us)  
**Sent:** Friday, July 14, 2023 10:57 AM  
**To:** City Council [City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us); Allen Sweet [allen.sweet@sbcglobal.net](mailto:allen.sweet@sbcglobal.net)  
**Cc:** Kylie Finnell [Kylie.Finnell@ci.bremerton.wa.us](mailto:Kylie.Finnell@ci.bremerton.wa.us); Greg Wheeler [Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)  
**Subject:** RE: Public Comment - Homeless People (Allen Sweet)

Mr. Sweet,

We rely on property owners to let us know they have persons trespassing on their property. If that is happening we will come out and trespass them off the property for you and if they refuse and you are willing to press charges we will arrest and remove them. We do not have the resources for 24 hr surveillance so I would recommend a security system and or hiring private security for commercial properties.

As to “stronger police action” we can operate within the law only and do so regularly, but we do not represent private interests so we need your cooperation to accomplish serving the over 45 thousand citizens and their public safety needs each day.

---

From: Allen Sweet <[allen.sweet@sbcglobal.net](mailto:allen.sweet@sbcglobal.net)>  
Sent: Wednesday, July 12, 2023 4:50 PM  
To: City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>  
Subject: Homeless people

I am a property owner in East Bremerton- specifically at 2625 Wheaton Way. Our commercial property is vacant due to losing the hospital. It has now become a place that the homeless people find attractive.

It would help if there was more police presence in the area. Even more important would be stronger police action. We have even had homeless people tell us they do not fear police action as the police never do anything. What can you do about this?

Allen Sweet  
Owner  
858-735-6168

**From:** Jo Walter [msjowalter@gmail.com](mailto:msjowalter@gmail.com)

**Sent:** Friday, July 14, 2023 11:01 PM

**To:** Thomas Knuckey [Thomas.Knuckey@ci.bremerton.wa.us](mailto:Thomas.Knuckey@ci.bremerton.wa.us)

**Cc:** Ned Lever [Ned.Lever@ci.bremerton.wa.us](mailto:Ned.Lever@ci.bremerton.wa.us); Greg Wheeler [Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us); Dave Carter [Dave.Carter@ci.bremerton.wa.us](mailto:Dave.Carter@ci.bremerton.wa.us); City Council [City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us); Kylie Finnell [Kylie.Finnell@ci.bremerton.wa.us](mailto:Kylie.Finnell@ci.bremerton.wa.us)

**Subject:** Re: Public Comment - MLK Way (Jo Walter)

Thanks for this information. That's a lot of dump trucks being filled with loose trash! I believe the reason folks are buying cans and plastic bags is to have receptacles available to avoid loose trash laying about.

At various times there have been dumpsters in the area which seemed a good idea if it was regularly emptied. On one occasion we filled my pickup truck with just the overflow.

Would it be possible for a dumpster to return, with a regular schedule for emptying it?

I know there was talk about housed people abusing dumpster privileges. Even so, if having a dumpster in the neighborhood could help with the loose trash problem, dumping trash from visitors might be a price worth paying.

Sounds like a lot of resources are being used with workers picking up from the ground every day, and twice weekly heavy equipment runs. I'm hoping that maintaining a dumpster might require fewer worker hours, or at least no more than the work that is done now.

Hoping your weekend was a good one. Best regards,

Jo Walter  
360-551-6944

---

**From:** Thomas Knuckey [Thomas.Knuckey@ci.bremerton.wa.us](mailto:Thomas.Knuckey@ci.bremerton.wa.us)

**Sent:** Friday, July 14, 2023 12:00 PM

**To:** [msjowalter@gmail.com](mailto:msjowalter@gmail.com)

**Cc:** Ned Lever [Ned.Lever@ci.bremerton.wa.us](mailto:Ned.Lever@ci.bremerton.wa.us); Greg Wheeler [Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us); Dave Carter [Dave.Carter@ci.bremerton.wa.us](mailto:Dave.Carter@ci.bremerton.wa.us); City Council [City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us); Kylie Finnell [Kylie.Finnell@ci.bremerton.wa.us](mailto:Kylie.Finnell@ci.bremerton.wa.us)

**Subject:** RE: Public Comment - MLK Way (Jo Walter)

Good afternoon Ms. Walter – I thought I'd provide a little additional information regarding how Public Works is managing trash collection/dumping on ML King Way. The volume of trash has evolved over time, and so our response has likewise evolved. Currently we drive through the street every weekday and collect any loose trash we find. Twice each week we go to the site with heavy equipment to collect and dump. This week was pretty typical of our recent efforts - today we filled a 5-cubic yard dump truck, and earlier this week we filled two F550 trucks which combined have about the same (or maybe a little greater) capacity than a 5-cubic yard dump truck. We intend to continue adapting as necessary to address this issue until a better solution is in place.

Take care and I hope you have a very nice weekend.

**Tom Knuckey, P.E.**

Director of Public Works & Utilities

City of Bremerton

Desk (360) 473-2376/Cell (360) 710-0039

[thomas.knuckey@ci.bremerton.wa.us](mailto:thomas.knuckey@ci.bremerton.wa.us)

**From:** Jo Walter <[msjowalter@gmail.com](mailto:msjowalter@gmail.com)>  
**Sent:** Thursday, July 13, 2023 9:58 AM  
**To:** City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>  
**Subject:** MLK Way

Good morning,

Thank you for your work on the anti camping ordinance. I appreciated everyone's work at the study session last night, particularly the words of Eric Younger and Jennifer Chamberlin. You are grappling with such a complex and challenging issue, and thank you for sticking with it.

I didn't hear anyone following up on Eric's suggestion that we find an appropriate location for camping, making basic services available, and addressing transportation. If not sooner, I hope you will revisit that idea at the next study session.

And Jennifer's request to include Chief Wolfe in these discussions is right on. I hope you can bring him to the next study session to describe what is happening to address the criminal threats to both the housed and unhoused on MLK Way.

I'm sure you are following Kimmie's recent activity on MLK, documented on Facebook. She is fundraising for trash cans and plastic bags. I remember hearing at a council meeting that Public Works is collecting trash there every day, so where is the disconnect?

<https://m.facebook.com/groups/bremertonhomeless/permalink/1724689211318391/?ref=share&mibextid=DcJ9fc>

She is also dramatically collecting human waste, and disposing of it at a dump station. Obviously this highlights the need for installing a porta potty. And as this tent city is growing, one is not enough. I hope you will discuss this issue directly at an upcoming study session. At this point the city's liability concerns are just not a good enough reason to deny these folks the most basic sanitation needs. It is another issue that needs grappling with, and given that it has been in discussion for so long, I suggest that the toilets should be prioritized over the camping ordinance!

Also, Kimmie has posted that the man who brought the compelling testimony about his young daughter being sexually propositioned, is suspect himself. I know I was moved when he spoke, but I will investigate a bit more. I can't imagine him showing up only to lie, so I will learn more about Kimmie's suspicions.

Thank you,  
Jo Walter



**From:** [Greg Wheeler](#)  
**To:** [City Council](#); [spirosbremerton@gmail.com](mailto:spirosbremerton@gmail.com)  
**Cc:** [Tom Wolfe](#); [Kylie Finnell](#); [Steven Forbraqd](#); [Rodney Rauback](#); [Aaron Elton](#); [Mike Davis](#); [Brett Jette](#); [Jennifer Hayes](#); [Kelsie Donleycott](#)  
**Subject:** RE: Public Comment - Homeless Problem (Lesleigh Blackstock, Spiro's Pizza)  
**Date:** Monday, July 17, 2023 4:13:36 PM

---

Good afternoon Lesleigh,

Thank you for your email. Please do not hesitate to call 911 the next time this happens and encourage your employees to do the same. We (the city) have made significant investments in eviction prevention, rental assistance, transitional and permanent supportive housing, shelters, addiction and mental health counseling and treatment, deeply affordable and low-income housing, food & supplies distribution, trash pickup, behavior health and housing navigator services, and many other programs. We are fully aware that there is a greater need for everything I just mentioned, and the work will continue to increase services. The city currently has a shelter, but there is no availability. I am currently working on a location for another shelter in Bremerton and met recently on site to discuss feasibility with the property/building owner. To learn more about all the work going on to address homelessness and/or initiatives and challenges that are directly or indirectly associated because of homelessness, please attend upcoming Wednesday City Council Meetings and Study Sessions, in person or zoom, as this topic receives a lot of attention. The Council will also be discussing a camping ordinance in upcoming meetings. You may not be aware, but the City of Bremerton (COB) does not have an enforceable camping ordinance as it stands today. The city's ordinance is outdated and out of compliance with state law. The city's only homeless shelter with capacity, The Salvation Army, closed on May 1<sup>st</sup> which exacerbated an already tenuous situation. As a side note, I would also like to provide you information regarding recent Washington State drug law changes and what has happened over the last few years. I feel it is important for you and others to know about this as every individual who lives, works, plays, or invests in Bremerton probably has a slightly different opinion on the impacts that drug addiction, drug laws, and drug enforcement have on this crisis. The State Legislature essentially legalized drugs (from an enforcement standpoint) approximately 2 years ago. Through recent legislation, drug use, to a certain extent, has now been recriminalized (beginning August 14th) although the punishment is less punitive than it was pre decriminalization. The legislature has indicated that with recriminalization of drugs there should be emphasis on deferrals or behavior courts as sentencing alternatives. How this will work remains to be seen. With all this being said, we (myself and officials from the COB Police Department (PD)) will do the best we can, within the law and resources available, to keep your neighborhood, business, employees, patrons and property safe. Included in my reply are officials from the COB PD and Legal Departments for their awareness. An important side note, the City Council will continue taking testimony during public comment at their July 19th meeting beginning at 5:30pm. It will be important for you to weigh in with your testimony as your experiences and observations should be heard.

Take care Lesleigh, I hope you enjoy the rest of your day. Sincerely,

Greg Wheeler  
Mayor  
City of Bremerton  
(360) 473-5266

**From:** customer was charged 4 times for the same order [spirosbremerton@gmail.com](mailto:spirosbremerton@gmail.com)  
**Sent:** Saturday, July 15, 2023 12:14 PM  
**To:** City Council [City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)  
**Subject:** Homeless Problem

Dear Councilwoman/man,

I am the manager at the Bremerton Spiros on Kitsap Way. We have been apart of this city since 2014, and we love our location and all of our customers. However, I would like to express my concern and frustration towards the homelessness situation that we have been experiencing. I came into the restaurant this morning and we had, and this is not the first time, a group of people camped out in our outdoor patio. I felt comfortable enough to walk out there and let them know that they cannot stay here and they were fine with packing up and leaving. But I do have younger employees that may not feel comfortable in this situation being able to do that. This time, they were not confrontational, but in a situation were someone may be under the influence of drugs or not mentally stable, I feel that it is not safe for my employees to have to deal with this. I don't know if you are working on trying to figure how to deal with all of this, but I feel like it is getting out of hand. For the safety of myself and all of my employees, I would like to know what will be done about all of this.

Lesleigh Blackstock

**From:** [City Council](#)  
**To:** [City Council](#)  
**Subject:** FW: Response to Citizen Concerns - Rota Vista Park (Jacob Bullon)  
**Date:** Wednesday, July 19, 2023 12:16:55 PM  
**Attachments:** [Outlook-hd0kmhys.png](#)

---

Attn: Council Members

**\*\*For informational purposes only. Do not reply to this email\*\***

---

**From:** Jeff Coughlin [Jeff.Coughlin@ci.bremerton.wa.us](mailto:Jeff.Coughlin@ci.bremerton.wa.us)  
**Sent:** Wednesday, July 19, 2023 12:04 AM  
**To:** jacob bullon [kingbocaj@yahoo.com](mailto:kingbocaj@yahoo.com)  
**Cc:** City Council [City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us); Greg Wheeler [Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us); Jeff Elevado [Jeff.Elevado@ci.bremerton.wa.us](mailto:Jeff.Elevado@ci.bremerton.wa.us); Tom Wolfe [Tom.Wolfe@ci.bremerton.wa.us](mailto:Tom.Wolfe@ci.bremerton.wa.us); Kylie Finnell [Kylie.Finnell@ci.bremerton.wa.us](mailto:Kylie.Finnell@ci.bremerton.wa.us)  
**Subject:** Re: Citizen Concerns - Rota Vista Park (Jacob Bullon)

Hi Jacob,

Thanks for writing in about Rota Vista Park, and my apologies for my delay in responding to you. I also want to thank you for your exceptional level of volunteerism and dedication to maintaining the neighborhood and local parks.

I agree that Roto Vista Park has the potential to be a shining gem of a waterfront park in the city, similar to the many other excellently maintained Parks in our city. I've highlighted this in past Council reports.

I think you have several excellent questions regarding Parks maintenance that I am requesting Mayor Wheeler and Parks Director Elevado answer as part of this years' budget cycle, as Council has on it's 2023 Goals and Priorities to secure additional funding for Parks.

- How much would it cost (or is it possible to adjust current staffing) to perform more routine vegetation control in Roto Vista park, including maintenance of the trail, for visibility and safety?
- How much would it cost (or is it possible to adjust current staffing) to perform daily checks of Roto Vista park?
- How much would it cost to replace and maintain the stairs in Roto Vista park?
- How much would it cost to restore and maintain the horseshoe pits in Evergreen park?

I'm also CC-ing Police Chief Wolfe and City Attorney Kylie Finnell for awareness of the response you received in regards to the enforcement of camping in city parks. While Council is presently in the middle of updating the city-wide camping ordinance, my current understanding is that camping in parks is already prohibited and enforceable by other ordinances.

I will note that Gold Mountain golf course is a net source of revenue for the city, the profit from which goes into the Parks budget, but I understand the appearance and frustration.

In the long run, I am hopeful that as part of the Warren Bridge Multimodal Project that the city will be able to secure funding to establish a multimodal connector through Roto Vista and in the process complete numerous improvements in the park. However, in the short run I again agree that this park is in dire need of more regular upkeep and city presence. The more we could maintain it, the more it would be used by the neighborhood and others, with more volunteers working with the city to help maintain landscaping and safety.

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:** City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>  
**Sent:** Wednesday, July 12, 2023 12:24 AM  
**To:** Jeff Coughlin <[Jeff.Coughlin@ci.bremerton.wa.us](mailto:Jeff.Coughlin@ci.bremerton.wa.us)>  
**Subject:** RE: Citizen Concerns - Rota Vista Park (Jacob Bullon)

---

**From:** jacob bullon <[kingbocaj@yahoo.com](mailto:kingbocaj@yahoo.com)>  
**Sent:** Monday, July 10, 2023 4:15 PM  
**To:** City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>  
**Subject:** Jeff Coughlin

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

Hello - I wanted to send this email to share not only my disappointment but also of some of my neighbors. For years Rota Vista has been a known problem area and yet even with Citizens willing to chip in to help we haven't seen any respectful level of help back from the City. Instead just excuses- really the main thing that park would need is for park workers to actually stop by daily for a 15 minute Audit. I've suggested this in the past and again just Recently when I was told that Due to Safety it's required that two park workers go together and this is hard to arrange. Public safety in the parks should be number one. This response is a blow off. There are workers in Evergreen every day and a 15 minute stop by Vista to notify and work together with BPD is not a lot to ask. It would also make it easier to maintain. It's current shape is disgusting and I suggest ea of you stop by unannounced and imagine that your taking your family to visit and check out what should be a decent

pocket park.

I would like to see a list of days visited and time spent at the parks- but I'm sure they don't keep these records otherwise we would be able to show the lack of response and that there is no transparency. How often is Bachman park - whitey Domstead visited in comparison. Maybe gold mountain shouldn't be owned by the City if any of our parks look like this.

Also to have to ask every year to have the trail area cut down - this needs to be just part of up keep. It's was originally cut back as I was told by being Requested by BPD for visibility and safety and ea year we shouldn't have to ask to have this done since it has actually become more unsafe dud to neglect.

Also the island in upper vista should be removed ( picture attached ) or dropped to ground level. And other bushes and trees opened for line of sight. All in all disappointed by the Parks performance. From unable-unwilling to maintain lights - to hand rails and stairs rotting away.

Horse shoe pits that are more of a safety issue from neglect. On and on.







Good afternoon, sir:

Thank you for contacting the City regarding your concerns at Roto Vista Park. Regarding the marijuana plants, I requested an officer to check for the MJ debris, and the tent. I have also asked Patrol sergeants to keep this park on their radar for patrols.

The officer will ask the camper in the red/white tent to move along. If the camper is using the tent as housing, we are unable to force them to leave due to legislative restrictions. However, I have messaged the Parks Manager to check for signage at the top. If there is a sign indicating the park hours (sunrise to sunset), we can notify them that they are violating the ordinance regarding hours. They can be removed at that point.

If you witness illegal activity at the park, please don't hesitate to call 9-1-1. You may also report it as an anonymous report.

If you have any questions, feel free to contact me.

Sincerely,







**From:** Mary Lou Long <[maryloulong2515@gmail.com](mailto:maryloulong2515@gmail.com)>  
**Sent:** Thursday, July 20, 2023 12:03 PM  
**To:** Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>  
**Subject:**

**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.

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

**From:** **Mary Lou Long** <[maryloulong2515@gmail.com](mailto:maryloulong2515@gmail.com)>  
**Date:** Thu, Jul 13, 2023, 11:18 AM  
**Subject:**  
**To:** <[maryloulong2515@gmail.com](mailto:maryloulong2515@gmail.com)>

The ninth circuit Court is not the last word in law. Is this case going to the Supreme Court? If so, we can wait till it is settled. Why the big rush to change our rules for camping on city property? In the mean time to resolve the dangerous activity of those living in city limits on public land causing nuisances and health issues we need to use these tools to remove dangerous people from our neighborhoods. Drug usage will not be tolerated on city property. Go to jail directly. Anyone creating health hazards of human waste on public thoroughfares will be sent to jail. Anyone selling drugs on the streets will be sent to jail. Any children in a tented community where there are drugs being used will be removed from their parents control and placed in foster homes. If people don't want to find themselves going to jail or losing the children will be finding ways to get off the streets and drugs. All social services and charitable groups need to unit their efforts to help those who really want to get help to get out of their situation.

We property owners pay property taxes the campers pay nothing.

From: jane Rebelowski <janerebelowski@yahoo.com>

Sent: Tuesday, July 25, 2023 8:07 PM

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

Subject: repeal "unauthorized camping" ordinance. Distribute to ALL Councilors

The proposed Unauthorized Camping ordinance is lacking in compassion. As we all know there is no existing shelter space to house those currently living on the streets of Bremerton. Pretending to care by shuffling them off to Port Orchard is not a solution.

The City of Bremerton's Audit Committee has identified over 30 surplus properties. Please consider allowing houseless residents to live in an authorized camp on surplus property until real shelter space or permanent affordable housing is available.

Please implore staff to use the \$10,000 Council authorized for portable toilets.

Jane Rebelowski

1445 17th St

98337

Sent from my iPhone

**From:** [Kitsap ERACE Coalition](#)  
**To:** [Greg Wheeler](#); [City Council](#); [Kitsap ERACE Coalition](#)  
**Cc:** [Nelson, David](#)  
**Subject:** We stand against any anti-camping legislation. We stand with our unhoused neighbors.  
**Date:** Wednesday, July 26, 2023 4:24:04 PM

---

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

Dear Bremerton City Council and Mayor,

Kitsap ERACE (Equity, Race, And Community Engagement) Coalition acknowledges the work that the Bremerton City Council members are doing on behalf of our unhoused neighbors to provide spaces for camping and parking that are free from harassment and constant disruption.

In advance of your next study session, we would like to reiterate the points made by members of the Kitsap ERACE Coalition Housing Systems Team at the last Bremerton City Council meeting.

The Housing Systems Team has clarified our stand on the anti-camping ordinance under consideration by the council. Our stand is as follows:

- We stand against any anti-camping legislation due to the negative impact on our unhoused neighbors.
- We support providing an area for camping to our unhoused neighbors, with access to clean water and sanitation, to include restroom facilities and showers.
- We are in favor of the City of Bremerton increasing funding for housing and shelter services for our unhoused neighbors.
- We are in favor of an immediate increase in the number of shelter beds in Bremerton.
- We are opposed to any fines and fees that might be levied against unhoused people for being in public spaces.
- We are opposed to “sweeps” of homeless camps that lead to the total loss of our neighbors’ belongings.

We are encouraged to hear that the City of Bremerton is working with the Salvation Army to ensure they can open a severe weather shelter to keep unhoused community members safe and warm during inclement weather.

The City of Seattle is providing sanitation facilities to Seattle community members living on the streets, and we encourage the City of Bremerton to be the first city in Kitsap County to provide such sanitation facilities for unhoused community members.

As housing costs have skyrocketed and wages stagnated the population of unhoused community members in Kitsap has grown and may continue to grow. All community members have the right to be treated with dignity, to be securely sheltered, and to have their belongings protected from confiscation. All community members have the right to sanitation facilities, housing services, and other needed services. We encourage the City of Bremerton to ensure that all its community members’ rights to housing and services are fulfilled and protected.

Respectfully,

Kitsap ERACE Coalition  
[KitsapERACEcoalition@gmail.com](mailto:KitsapERACEcoalition@gmail.com)  
@KitsapERACEcoalition

cc: Kitsap Sun Editor, David Nelson

--

**Kitsap Equity, Race, And Community Engagement Coalition** is part of a local legacy of people-powered change, of years of Black, Indigenous, People Of Color (BIPOC), and allies engaging neighbors in the *hard* work, the *heart* work, the *collective* work of building beloved community. Kitsap ERACE Coalition is a coming together of groups and individuals boosting interconnected race equity work. Rooted in relationships, collaboration, and commitment to racial justice, Kitsap ERACE Coalition tenaciously organizes for thriving community and for profound, accountable, and liberatory institutional change. Let us know if you'd like to check out an upcoming Kitsap ERACE Coalition meeting by emailing [KitsapERACEcoalition@gmail.com](mailto:KitsapERACEcoalition@gmail.com). Follow Kitsap ERACE Coalition on [Facebook](#) and on [Instagram](#) to stay tuned to actions, collaborations, and more in which the Coalition is involved.

#KitsapERACEcoalition

#KitsapEquityRaceAndCommunityEngagementCoalition

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

**B5 – Public Comments**

**From:** [Eric Kneebone](#)  
**To:** [City Council](#)  
**Cc:** [Greg Wheeler](#)  
**Subject:** Camping ordinance  
**Date:** Thursday, July 6, 2023 5:00:17 AM

---

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

Esteemed City Council Members:

After hearing the city attorneys presentation last night and the public comments, many of which focused on the clear danger associated with the MLK way homeless encampment, as a resident of MLK Way I support the following in regards the camping ordinance issue:

1. Amending the current ordinance to meet constitutionality.
2. Restrict camping to 10pm to 6 am in the downtown area and surrounding neighborhoods - perhaps the entire proposed creative district. Tents must be taken down daily and people must be mobile.
3. Sleeping/living in a vehicle is permissible provided the vehicle is in an operable condition, and is properly licensed, insured, and registered. Vehicles must move every 14 days maximum to a new location 2 miles or more away from the previous location.
4. Tents, vehicles and property may not obstruct any street, sidewalk, right of way, fire lane or fire hydrant at any time.
5. Designate an authorized camping area for long term needs outside of the downtown area and provide restrooms.
6. No open fires at any campsite.
7. Suspend enforcement of ordinance in extreme cold weather with no shelters available.

I heard a lot of impassioned pleas from the folks with nonprofit outreach groups that seemed to oppose any action. They ask for repeal without any alternative. I feel they are thinking of their personal convenience for their personal missions. This does not seem to be a course of action that will result in positive results.

The MLK way encampment must go and not be allowed to return. It simply has concentrated the crime and prostitution in a convenient location for patronage. Clear it and set up ecoblocks along the parking to prevent tents and rvs from being driven onto the sidewalks. Do not allow a recolonization of the area by street people.

I heard many comments by residents asking for relief from this blight on our community. Businesses that are closing because of the behavior of the street people. Folks being threatened. Parking being unavailable due to the encampment vehicles and vandalism. This is untenable. I have heard gunshots from this camp. I've heard explosions well outside of the usual 4th of July chaos. I have witnessed street people attempting to gain access to houses and vehicles. What happens when the unthinkable occurs?

Sometimes you can't cure a disease, but you can treat the symptoms. Please amend the ordinance so MLK way and the surrounding neighborhood and the city of Bremerton can be made safe.

Eric Kneebone

**From:** amanda reynolds <strongamanda@hotmail.com>  
**Sent:** Monday, July 10, 2023 9:43 PM  
**To:** City Council <City.Council@ci.bremerton.wa.us>  
**Subject:** Unauthorized Camping Amendment opinion

Hello,

My name is Amanda and I live in Downtown Bremerton. I'm just adding my thoughts on the proposal to amend BMC Chapter 9.32 entitled "Unauthorized Camping."

I'm proud of the work Bremerton is doing to help the homeless population; from mental health support to housing opportunities.

I don't believe that the people in tents on MLK comprise the majority of homeless who want the support Bremerton has to offer. This is based on my conversations with law enforcement and the Salvation Army.

For 30 years I have watched Downtown Bremerton claw it's way back from being a place you wouldn't be caught in after dark to becoming a creative and fun place to spend time in. I volunteer downtown a few days every week and i've noticed over the past year the tone has become more sinister; with the smell of human waste, used needles and people in crisis on full display.

There are so many citizens from all walks of life that are actively working to make Bremerton succeed, are they not as important as those who are indifferent or don't care if they destroy it? Bremerton already supports its homeless population, the people who live in tents on MLK and refuse assistance should not be encouraged to remain there. I oppose a portable restroom being installed there as it will only encourage the situation to be permanent. The Salvation Army already offers hygiene and restroom facilities for use.

My family will be moving in the next year if the situation stays the same. We have seen the writing on the wall with Seattle and Portland. There has literally been nothing positive about allowing tent cities to exist.

Thank you for letting me add my opinion.

Sincerely,  
Amanda



**From:** [Mike Fairchild](#)  
**To:** [City Council](#)  
**Subject:** Housing and the lack of help  
**Date:** Monday, July 10, 2023 1:41:29 PM

---

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

Hello,

My name is Charles Fairchild and I am a resident of Kitsap county and have been for over 30 years. I am not a drug addict I am not an alcoholic and I am not being heard by the city council. I am currently homeless because I became disabled and I have been on lists for over 6 years now waiting for housing. I was in the hospital fighting for my life when they sent an email to me wanting me to fill out papers so I could get affordable housing. I was not able to leave the hospital to get the papers turned in as I was not healthy enough to leave the hospital. Bremerton housing then gave away the apartment I had been waiting for for over 5 years at that time. I was told I would be the next person housed which also was changed for some reason to now I am the second in line to be housed. I fortunately do not reside on Martin Luther King Road like many of my fellow homeless friends are forced to do. I am blessed enough to have a better hiding place and so I don't go through alot of the harassment they go through. You and city hall are supposed to be listening to the voices of the people and carrying out the needs of the people. I don't feel like people are hearing all the voices that are screaming for help. Please do not choke out my voice by limiting the public from commenting on the topics of housing and how wrong it is to criminalize being homeless. Putting us in jail and causing more issues for already traumatized people is far more expensive than creating housing. It is more humane to help the people. I also have no criminal record and don't feel I should have one because I became disabled and then could not afford my home any more. Thank you for your time.

Charles Fairchild

**From:** [Neal Foley](#)  
**To:** [City Council](#)  
**Cc:** [Greg Wheeler](#)  
**Subject:** ML King Way/Camping  
**Date:** Tuesday, July 11, 2023 11:09:45 AM

---

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

Bremerton City Council,

Feedback from the people on ML King Way is that it is very hard to leave their tent area for anytime at all as their things disappear. Hard to work, obtain services, go to the bathroom, or basically do anything to improve their current condition when they cannot leave. Crime follows and preys on the weak and impoverished. These people are citizens of Bremerton and victims of continual crime. Why is there no security here? Prosecute the criminals and provide a safe place for those who find themselves here!

I still see feces on the ground in a few spots and still no place for those on ML King Way to use a bathroom? I am surprised there is not more human waste. Try an experiment yourself and see how long you can hold it.

Tents can be killers. Both rain/cold and high temperatures can kill. Some people do not have or do not have the ability to set up a satisfactory dry tent. A gentleman died 6/18/2023 on ML King Way primarily of Hypothermia. He was not breathing and had no heartbeat when found. After CPR they obtained a heartbeat but he never regained consciousness but officially “lived” until 2:30PM on 6/19/2023. It had been raining for 2 days, his tent was set up over another tent that was already collapsed and wet. The entry on the top tent had several rips and there was no rain cover. Summertime right? His body was 77 degrees when they picked him up off of ML King Way. His tents and belongings were wet clear through and VERY heavy. A bag of his wet clothes were returned at the hospital after his death. Just another drug related death? Not so fast. There was absolutely no evidence of drug use in any of his personal things, zero. Word on the street from several that knew him close was he was not using. Mentally Ill yes. He had no where else to live after the shelter closed. His family did not know his whereabouts after the shelter closed until after his death.

Bremerton needs a shelter ASAP. This is how we keep these folks alive to be able to help them the best ways we can. They need a secure safe place. Let's get The Salvation Army shelter open or something equivalent ASAP!

Related -

A federal judge just found Washington state in contempt and ordered it to pay more than \$100 million in fines for failing to provide timely psychiatric services to mentally ill people who are forced to wait in jails for weeks or months. In the recent Washington State DSHS ordered to pay 100 million.

In the article .....

Christopher Carney, representing Disability Rights Washington, said prosecuting vulnerable people accomplishes little. Instead, the funds should be spent on supportive housing with staffing and medication.

“We just keep throwing away resources and causing harm trying the wrong solutions,” Carney said in a release. “If what we want is to save lives and improve public safety, we know arrest and competency services are not the way to get there. Our clients need homes and help, not

more punishment.”

One last thing on a personal note. I notice an air of contempt that permeates many individuals views concerning these people who have found themselves on ML King Way. It is easy to look from afar and throw stones based on misconceived personal biases. I would recommend that anyone involved in making decisions concerning this population go and meet them. Take a walk with the prayer walk group or other organizations who are actively helping these people. Learn their names, hear their stories and understand their conditions and needs. THEN make informed decisions.

Thank you,

Neal Foley

**From:** [Robert Shaffer](#)  
**To:** [Greg Wheeler](#); [City Council](#)  
**Cc:** [Rodney Rauback](#); [Steven Forbraqg](#); [Aaron Elton](#); [Mike Davis](#); [Jennifer Hayes](#); [Kylie Finnell](#); [Brett Jette](#); [Mychael Raya](#)  
**Subject:** MLK homeless tents blocking the sidewalk- please have them removed  
**Date:** Monday, July 10, 2023 2:20:11 PM

---

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

Mayor Wheeler, members of the Council-

Homeless tent campers are blocking sidewalks downtown on MLK. This is illegal and a violation of the Americans with Disabilities Act. Please have them removed.

Recently, Portland, Oregon agreed to move tents after handicapped Portlanders sued because they had no ability to use the city's sidewalks. I don't want the city of Bremerton to be sued, but if that's what it takes for the city to comply with the law (and remove this illegal tent camp), so be it.

Here's the story:



Portland, Oregon, to clear sidewalk tents to settle suit with people with disabilities  
apnews.com

I'm deeply frustrated the city can solve these problems. It's your jobs.

Regards,  
Robert Shaffer (and many neighbors)  
820 Mckenzie Ave

On Jun 8, 2023, at 4:00 PM, Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)> wrote:

Good afternoon Robert,

Thank you for your email. I just wanted to take a moment to acknowledge that it has

been received and read. Take care, I hope you have a great rest of your day!

Sincerely,

Greg Wheeler  
Mayor  
City of Bremerton  
(360) 473-5266

---

**From:** Robert Shaffer <[robertjshaffer@yahoo.com](mailto:robertjshaffer@yahoo.com)>  
**Sent:** Thursday, June 8, 2023 7:44 AM  
**To:** Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>  
**Cc:** Rodney Rauback <[Rodney.Rauback@ci.bremerton.wa.us](mailto:Rodney.Rauback@ci.bremerton.wa.us)>; Steven Forbragd <[Steven.Forbragd@ci.bremerton.wa.us](mailto:Steven.Forbragd@ci.bremerton.wa.us)>; Aaron Elton <[Aaron.Elton@ci.bremerton.wa.us](mailto:Aaron.Elton@ci.bremerton.wa.us)>; Mike Davis <[Mike.Davis@ci.bremerton.wa.us](mailto:Mike.Davis@ci.bremerton.wa.us)>; Tom Wolfe <[Tom.Wolfe@ci.bremerton.wa.us](mailto:Tom.Wolfe@ci.bremerton.wa.us)>; Jennifer Hayes <[Jennifer.Hayes@ci.bremerton.wa.us](mailto:Jennifer.Hayes@ci.bremerton.wa.us)>; Kylie Finnell <[Kylie.Finnell@ci.bremerton.wa.us](mailto:Kylie.Finnell@ci.bremerton.wa.us)>; Brett Jette <[Brett.Jette@ci.bremerton.wa.us](mailto:Brett.Jette@ci.bremerton.wa.us)>; Mychael Raya <[Mychael.Raya@ci.bremerton.wa.us](mailto:Mychael.Raya@ci.bremerton.wa.us)>  
**Subject:** Portland, OR just banned daytime camping

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

We can do it in Bremerton, too.

## Portland City Council bans daytime camping

- Updated: Jun. 07, 2023, 7:18 p.m. |
- Published: Jun. 07, 2023, 5:37 p.m.



134  
shares

By

- [Nicole Hayden | The Oregonian/OregonLive](#)

The Portland City Council voted 3 to 1 on Wednesday to [ban people from camping](#) on public land during daytime hours within the city and to prohibit

camping at all times near schools and other specific locations.

The ordinance, put forth by [Mayor Ted Wheeler](#), comes as the city is seeking to comply by July 1 with a state law that requires local governments to write “objectively reasonable” rules to allow people to sit, lie, sleep and keep warm and dry on public property in places like Portland that don’t have enough shelter beds to serve all unhoused individuals.

Under the ordinance, people considered involuntarily homeless will only be allowed to camp from 8 p.m. to 8 a.m. in certain areas and will be required to dismantle their campsites during the day. They will be restricted from pitching tents at any time near schools, day care centers, pedestrian plazas, shelter and construction sites, high-speed roads, parks, greenways and numerous other locations.

People who violate the rules more than two times — or more than twice build fires, obstruct private property or leave trash around campsites— could face fines of up to \$100 or up to 30 days in jail, according to the ordinance.

The new rules will go into effect in 30 days, but the city doesn’t plan to begin enforcement until mid-July. Mayor Ted Wheeler said the city will spend the next few months focused on reaching out to unhoused individuals to educate them about the new rules.

“These reasonable restrictions, coupled with our work on increasing shelter availability along with access to services, are a step in the right direction toward a revitalized Portland,” Wheeler said prior to voting in favor of the ordinance.

The City Council’s approval of the new rules comes a week after more than 100 people testified during a five-hour hearing on the ordinance, with most speakers urging the city to not move forward with what many described as inhumane regulations.

On Jun 7, 2023, at 10:21 AM, Greg Wheeler  
<[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)> wrote:

Good morning Robert,

Thank you for your email. I appreciate you taking the time to follow up on your prior communication with me regarding your ability to enjoy your house, property, and neighborhood due to disruptive behavior on MLK Way and Park Ave. Included in my reply are officials from the City of Bremerton Police and Legal Departments for their review and follow up. Please know that city staff and I take your concerns very seriously and we will do everything we can, within the law with the resources available, to maintain a safe and healthy environment for you and your neighbors to live in. Take care Robert, I hope you have a nice day.

Sincerely,

Greg Wheeler  
Mayor  
City of Bremerton  
(360) 473-5266

-----Original Message-----

From: Robert Shaffer <[robertjshaffer@yahoo.com](mailto:robertjshaffer@yahoo.com)>

Sent: Wednesday, June 7, 2023 8:14 AM

To: Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>

Subject: Re: Homeless camping at MLK and Park downtown

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.

Mayor Wheeler, what are you doing to get rid of the homeless camp (now more than 20 tents) in downtown Bremerton?

It's a public safety hazard for the surrounding neighborhoods.

Please help us.

Robert and Michele Shaffer, Mckenzie Ave

Amanda and Aidan Clark, Mckenzie Ave

Tyler and Maxine Larsen, 9th

Cisco, Cogean Ave.

On Apr 25, 2023, at 3:28 PM, Greg Wheeler  
<[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)> wrote:

Good afternoon Robert,

Thank you so much for taking the time to inform us of your concerns regarding unacceptable behavior in your neighborhood. Please know that I totally understand where you are coming from, and I appreciate the thoughtful way you let us know this is happening. The fact that you mentioned some of these individuals appear to be emboldened is not lost on me, and I am including in my response officials from the City of Bremerton (COB) Police Department for their review and follow up, and the COB Legal Department for their information. Thank you again Robert for your email, I hope you and your family (and your neighbors) get to enjoy some of this recent sunny weather.

Sincerely,

Greg Wheeler

Mayor

City of Bremerton

(360) 473-5266

-----Original Message-----

From: Robert Shaffer <[robertjshaffer@yahoo.com](mailto:robertjshaffer@yahoo.com)>

Sent: Tuesday, April 25, 2023 3:14 PM

To: Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)> Cc: Tom Wolfe <[Tom.Wolfe@ci.bremerton.wa.us](mailto:Tom.Wolfe@ci.bremerton.wa.us)> Subject: Homeless camping at MLK and Park downtown

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.

Mayor Wheeler, Chief Wolfe-

First, let me thank you both for all you do for the city. Bremerton is a really great place to live, and it's because of the work you and others do.

My neighbors and I are concerned about the homeless camp starting to form at MLK and Park. It's acceptable to us when it's just people hanging out during the day, but when people start to camp, we see more homeless and mentally ill in the neighborhood, wandering into our yards and onto porches, mostly after dark (the Ring doorbells pick them up in the middle of the night).

We live on McKenzie, and last night, a man ripped up my neighbor's flowers and placed them (Inside a fence) on another neighbor's porch, along with a steel pipe. Not violent, not the end of the world, but a bit unnerving- both have two-year-old children. Last week, I yelled at a guy in my backyard in the middle of the night- I think he was just looking for something to steal. Again, not necessarily dangerous, but certainly a quality of life issue.

We also notice when this group hits a critical mass- the dynamics change from a few generally friendly people hanging around to a group that thinks this is their property, and will stare me down when Michele and I are out for a walk. The families on our street with kids avoid the area. It makes the neighborhood much less friendly.

You've done a great job in the past taking action when it reaches the level where it becomes more than a nuisance-can we do that again?

Thanks again,

Robert and Michele Shaffer, 820 Mckenzie Amanda and Aidan (he's 2) Clark, 809 Mckenzie Tyler and Maxine Larsen and Rowan (also age 2), 702 8th Ave.



**From:** [City Council](#)  
**To:** [City Council](#)  
**Cc:** [Greg Wheeler](#); [Kylie Finnell](#)  
**Subject:** FW: July 12 - Item B5 Public Comment (Justin Gurley)  
**Date:** Wednesday, July 12, 2023 3:17:44 PM  
**Attachments:** [IKE6WDK1U.wav](#)

---

Attn: Council Members (FYI)

\*\*For informational purposes only. Do not reply to this email\*\*

The attached message received today from Tristan Gurley (District 3 Resident) included comments for Item B5 "Ordinance to amend BMC Chapter 9.32 entitled "Unauthorized Camping".

-----Original Message-----

From: Mitel Voice Mail <shoretel@ci.bremerton.wa.us>  
Sent: Wednesday, July 12, 2023 2:37 PM  
To: Lori Smith <Lori.Smith@ci.bremerton.wa.us>  
Subject: Mitel voice message from +13606495943 for mailbox 5280

You have received a voice mail message from +13606495943 for mailbox 5280.  
Message length is 00:03:39. Message size is 1713 KB.

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

**6B – Public Comments**

**From:** [Bonnie Thane](#)  
**To:** [City Council](#)  
**Subject:** Anti-Camping Bans...  
**Date:** Thursday, June 29, 2023 12:50:17 PM

---

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

Dear Bremerton City Council,

A 2018 decision from the Ninth Circuit Court of Appeals (*Martin v. Boise*) found it unconstitutional for cities to enforce anti-camping ordinances if they do not have shelter beds for all unhoused individuals. We know that there are currently not enough shelter beds in Bremerton to meet the needs of all unhoused and housing insecure individuals and families.

This lifelong Bremerton resident is against anti camping bans that would affect our most vulnerable. Please brainstorm solutions that are proven to actually help end homelessness in a humane way, such as affordable housing, public restrooms, a homeless shelter, etc.

Respectfully,

Bonnie Thane

**From:** [Caroline Evergreen](#)  
**To:** [City Council](#)  
**Subject:** Anti-Camping Ordinance  
**Date:** Monday, July 3, 2023 2:28:40 PM

---

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

Dear Bremerton City Council,

As a citizen who moved to Bremerton last year, I have been keeping an eye on local community events and issues in my new hometown. I saw the most recent article in the Kitsap Sun about the anti-camping ordinance and I felt it was my responsibility as a conscientious citizen to let you know where I (and many of your constituents) stand. Obviously, homelessness is not a new problem in our community or many others across the country. The struggles the homeless citizens in our community face are numerous and while it is not possible for the city council alone to change or end homelessness- I do believe the work you do can and does have a profound impact on the lives of our homeless and housed residents here in Bremerton. While I am not a business owner, I am an educator with several degrees and many years of experience in community outreach so I recognize the difficult position that the council is currently in with trying to balance community and economic safety for business owners, alongside compassion and empathy for the unhoused citizens of Bremerton. I do not believe that those two goals have to be mutually exclusive.

I wanted to reach out and state that I support a full repeal of the existing anti-camping ordinance - however, I would support investment into measures like public restrooms, a designated camping zone, and further community outreach to address the struggles of our homeless population. While I completely understand the desire to help our community look and feel safe, I think anti-camping ordinances are often just bandaid solutions that fix the "look" of a problem, rather than creating long lasting change. Many major cities including our neighbors in Tacoma and Seattle have seen how little anti-camping ordinances do to help our homeless citizens - in fact, these ordinances routinely make it much MUCH harder for social workers and community aid organizers to find homeless citizens and help them get off of the streets and into housing and receive medical care and other much needed services. When an anti-camping ordinance is enacted, it is often followed by an increased amount of death and crime in the area (from homeless citizens being forcibly removed and ending up in worse areas or with fewer resources, among other things).

I would like to implore you to connect with existing community groups and aid networks like the Bremerton Homeless Community Coalition, the WA Physicians for Social Responsibility, and engage the community itself to look for immediate solutions to this problem that do not involve criminalizing a terrible and unfortunate time in people's lives.

I respectfully thank you for your consideration,

Caroline Askew

**From:** [Chris Berg](#)  
**To:** [City Council](#)  
**Subject:** Proposed Camping Ban on MLK Way  
**Date:** Monday, July 3, 2023 6:30:58 PM

---

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

To whom it may concern,

I was recently informed by a neighbor that there is a camping ban (either for the whole city, or MLK Way, I am unclear on that point) to be discussed at your upcoming meeting on July 5th. I will not be able to attend said meeting, but would like to offer my thoughts as a long time resident.

First off, I have no issue with homeless folks in general, as there are a large number who genuinely fell on hard times and just need a hand. HOWEVER, a quick walk down my street (I live at the South Court Apartments at 834 MLK Way) will show you that these are NOT those type of individuals. They are openly smoking methamphetamine and other drugs, conducting drug transactions and engaging in prostitution openly and in broad daylight. This occurs in front of homes where children play. I have even come home to find one of them highly intoxicated in the stairwell my building after urinating and defecating in said stairwell. This is in addition to the constant screaming, yelling, and fighting at all hours of the night. There was once last summer when I almost tripped over a gentleman lounging on the front stoop, and when I informed him rather politely "I'm sorry man, but you can't hang out here" he became agitated and attempted to aggressively follow me to my girlfriends car until I showed him that I had a knife and was willing to defend myself if he elected to push the issue any further. There are many elderly folks and single women in my building and the surrounding neighborhood, and if these "campers" will become violent and aggressive with an armed 250lb man, I shudder to think at what might happen to my neighbor who is in his 80's, or the 90lb college girl in the next building if they catch one of these people in the middle of an episode or in need of drug money.

I pay a good amount of money for rent (probably more than I should in this part of town TBH, but that's a different issue), not to mention taxes, as do my neighbors, and I feel that we all deserve to be able to take the trash out or go check the mail without wondering if we're going to get into a violent altercation w/ a drug addict.

Lastly, I know there will most likely be several community groups that are against this measure, and while I absolutely believe that their hearts are in the right place and they want to help, I would urge them to walk the block a few times over the course of a normal day, NOT while working with their organization and handing out food and such, but "undercover" as it were, and then ask themselves if they would want this campground next to THEIR house...or their mother's house? If the answer is "no", then why should my neighbors and I have to put up with it; and if the answer is "yes", then feel free to move them in.

Thank you for your time.

Sincerely,

Christopher A. Berg

**From:** [Havalah Noble](#)  
**To:** [City Council](#)  
**Subject:** No Camping Ordinance  
**Date:** Thursday, June 29, 2023 12:26:13 PM

---

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

To whom it may concern,

Please do not introduce penalties for the unhoused community for simply trying to live by creating laws that prohibit camping. Instead, create a shelter and support ways affordable housing, especially with pets can be attained.

Thank you,

Havalah Noble

**From:** [Jacob Nau](#)  
**To:** [City Council](#)  
**Cc:** [kim siebens](#)  
**Subject:** Regarding Camping Ban  
**Date:** Sunday, July 2, 2023 2:54:13 PM

---

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

Hello esteemed Bremerton City Council folk

My name's Jake Nau. I am a homeless Outreach worker with Comprehensive Life Resources in Tacoma Washington. I'm writing to share with you what an embarrassing hindrance Tacoma's recently passed camping ban has been to my work and the general existence of people experiencing homelessness in Tacoma.

The job of homeless outreach is basically three fold, 1) we keep folks experiencing homelessness from dying, we find them and make sure they have enough food, water, clothing and medical supplies to stay alive another day 2) we get to know people experiencing homelessness, we learn their names and stories, build rapport and relationships built on trust 3) we accompany them toward hope, reconnect them to solutions; we use that trusting relationship we've built to help them accomplish their goals, which usually include employment, MH and SUD services and housing.

# 3 rarely happens without # 2. #2 has become ridiculously hard, far more difficult since our city started sweeping folks all over the city, which has led to #1, homeless folks dying.

It's actually that simple. I could give example after example after example but I won't because I'm really tired because my city has made my job way more difficult and the life's of their homeless citizens way more dangerous.

Please choose differently.

Jake Nau

**From:** [Jennifer Adams](#)  
**To:** [City Council](#)  
**Subject:** Homelessness  
**Date:** Thursday, June 29, 2023 4:52:05 PM

---

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

Please decriminalize homelessness. Stop making it harder on these individuals and come up with some helpful solutions. My daughter and I were homeless back in 2017/2018. It's very difficult and humiliating. Where do you expect people to go? Times are hard around here.

I have a good job now and can still barely afford to live. Rent prices are literally insane for the average person. Solutions! Not more problems! Please help.

Jennifer Adams



**From:** [Jolinda Eckard](#)  
**To:** [City Council](#)  
**Subject:** camping ban  
**Date:** Thursday, June 29, 2023 12:48:07 PM

---

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

On top of everything else like high housing costs, making illegal drugs ok now you want to put a ban on camps for those who can not afford the ridiculous amount of rent this county charges. We have working families who can not afford housing and I am one of them who is in that category due to counties greed!!! Mayor wheeler I met you about 3 years ago and you told me at that you were working on “affordable housing” and the high cost of rent. And that was a lie. All I have seen since that time is more housing going up all over making our once beautiful city look a mini Seattle!!! I hope none of you on this council and Mayor wheeler ever have to face homelessness because of this city and counties greed. How about focusing on some real issues and not trying to make us Seattle!! Shame on you mayor wheeler!!!!

Sent from my iPhone

**From:** [Guyt, Juliana](#)  
**To:** [City Council](#)  
**Subject:** Anti-camping  
**Date:** Friday, June 30, 2023 9:05:57 AM

---

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

Hello,

I was recently made aware that there is an effort to ban camping in Bremerton in an attempt to hide or displace homeless folks. What is the proposed solution if this action is taken? Where are these individuals supposed to go if they cannot camp?

I hope to hear back about the solutions being pursued.

Best,  
Juliana

**From:** [Kelsey Stedman](#)  
**To:** [City Council](#)  
**Subject:** Opposition to new anti-camping ordinance  
**Date:** Monday, July 3, 2023 9:06:28 PM

---

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

Dear Bremerton City Council,

I am writing to oppose amendments to the current ordinance to make it align with the Martin ruling but continue to penalize people who have no other options. Only allowing camping at night would lead to loss of belongings and lack of safety. As a nurse who has worked with many of the folks downtown, I know they look out for each other, sleep during the day or in shifts for safety, and many of them have chronic physical health issues that limit their ability to walk more than a short distance. There are no shelter beds available and some even qualify for long term care facilities due to their disabilities but nowhere will accept them due to their homelessness and/or histories. As the weather warms, and we head into wildfire season, forcing people to move and pack around all their personal belongings is unhealthy and unsafe for these community members.

Any changes to the ordinance would be more punitive than the current options because the current ordinance cannot be enforced.

I am supportive of finding options for port-o-potties, access to sharps containers and clean syringes, and naloxone. Until there are additional shelter options, it is inhumane to deny people a place to sleep and rest in the safest place they can find.

Best,

Kelsey Stedman, RN, MSN

**From:** [Lindsey Gearllach](#)  
**To:** [City Council](#)  
**Subject:** Homeless ordinance  
**Date:** Monday, July 3, 2023 10:11:54 PM

---

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

Dear Bremerton City Council,

I am a lifelong Kitsap County resident. I will keep this short and sweet.

Why are we criminalizing people that already facing inequity? Find ways to help the homeless community and stop treating them like subhuman beings. Just remember, each one of us is a paycheck away from becoming just like them. And how would you want to be treated if that was the case?

Lindsey Gearllach  
Poulsbo, WA

**From:** [Matt Frost](#)  
**To:** [City Council](#)  
**Subject:** Homeless  
**Date:** Sunday, July 2, 2023 9:48:33 PM

---

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

Hello,

My name is Matt Frost and I am a resident on DR ML KING WAY. I have live here for over two years now and it has gotten worst. Last October I took a job as a night shelter worker at the Salvation Army. In that time I was able to build a lot of relationships with all of our clients. We had clients that were drug addicts, mentally unstable and people that just fell on bad times.

As the closing 2 months came Salvation Army was finding housing for everyone that wanted it. And most of them got housing. What we have here on my street are drug addicts that didn't want housing. They don't care about anyone but them self's. They throw trash in front of the complex And all over the street! You can't even walk on the side walk because they have taken over that. We have sex offenders living in those tents when we have children living on our street.

Like I said the homeless that are on ML KING way was given the chance to find housing through The Salvation Army and they chose the streets. Where does the community have a voice? People are moving out from where I live and not moving in, because of those tents on the street. I love Bremerton and it is a great town and community. But it's not fair to tax payers and people that pay a lot of money to live here.

I am tired of watching people doing there drugs in the open. Watching them sell there drugs in the open. Watching BPD driving bye like it's no big deal. This is a big deal! I am 100 %for the camping band! People overdose not once not twice and still don't get it. There is only so many times you can go and help them.

I know people are writing the city to stop from removing them from the street. The ones that are being a voice for this only come down here for like 30 mins at a time. Try asking people that live 24-7 on this street. There has to be a solution to this madness. The BPD aren't design to deal with intervention strategy dealing with people in crisis. We need to have other systems in place to deal with the homeless. What is the solution? It's not going to get better. Let's make Bremerton great again!

Thank for your time  
Resident of Bremerton  
Matt Frost

**From:** [Mike Fairchild](#)  
**To:** [City Council](#)  
**Subject:** Anti camping laws  
**Date:** Thursday, June 29, 2023 2:56:29 PM

---

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

I once again find myself very surprised by the actions or proposed actions of our city council. I am a homeless person in Kitsap county. I do not do drugs or drink alcohol I don't have a criminal record and until I became disabled I was a housed tax paying resident in Kitsap county. Now that I am disabled I can't afford to rent anywhere and I have been on a wait list for over five years. My name got called as I was in the hospital hooked up to life support and when I was in good enough condition to respond and do the required paperwork for my affordable rent place it was to late and I was told I would be the very next person to get housed. This was over three months ago and somehow I am now the second name on the list. I lost a spot and my place no fault of my own. The housing situation is horrible and I guess lucky for me I am not camping where you can find me and throw out all my things then not offer me any real solutions. Criminalizing homelessness with no solutions available is not the way to help people. Where are the shelters and where are the places those in my situation can live? If I become a criminal because I became disabled and now can't afford my rent what do I do while waiting for Bremerton housings wait list to re open or have a place where I can rent? This making camping illegal is not fixing the problem and the cost of paying for someone's stay in jail to taxpayers is not cheap at all. Besides the fact that the homeless person who gets all their belongings thrown away by the state when they get arrested. It is the worst possible way to treat a person who is already feeling like less than a human from all the other crap our community puts us homeless people through. How about you try and do what you would want someone to do to you if you found yourself in their situation.

Thank you

Mike Fairchild

**From:** [molly.rose.brooks42@gmail.com](mailto:molly.rose.brooks42@gmail.com)  
**To:** [City Council](#)  
**Subject:** no anti camping ordinances  
**Date:** Friday, June 30, 2023 4:44:29 PM

---

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

Please do not enact anti camping ordinances. Our unhoused neighbors have no where to go. They need services and to get services service providers need to be able to find them. It is inhumane to kick them out of where they are living. When camps are cleared out people lose all their belongings and they have precious few belongings. This can result in people losing their only tent and therefor the roof over their head. Getting arrested for camping can give unhoused people a record which can be detrimental for them later on when they apply for a job or in other situations where they need a background check. We have plenty of public spaces we can make available for people to camp.

Sincerely,

Molly Brooks

**From:** [Robin Henderson](#)  
**To:** [City Council](#)  
**Subject:** Camping ordinance  
**Date:** Friday, June 30, 2023 2:55:54 PM

---

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

I will confess that I'm not fully up to speed on this issue. But I would like to let our mayor and city council know that I support the efforts of Kimmy Siebens and oppose , an anti camping ordinance.

Robin Henderson.

Sent from my iPhone



**From:** [Robin Hills](#)  
**To:** [City Council](#); [Greg Wheeler](#)  
**Subject:** Anti-Camping Ordinance  
**Date:** Friday, June 30, 2023 10:27:43 AM

---

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

Dear Bremerton City Council and Mayor Wheeler,

I am a medical student and a resident of Lake Forest Park in King County, Washington. I am writing with my concern regarding the anti-camping ordinance in Bremerton. Although I understand the challenges that must come with having unhoused people in Bremerton, creating and upholding anti-camping laws only forces unhoused people into the surrounding areas that also do not have enough infrastructure to support them. This tactic also penalizes these individuals creating yet another barrier to getting back on their feet.

I urge you to consider alternatives to aid this vulnerable population rather than forcing them out of the area. I would also ask that you consider the strong military presence in Bremerton and think of the unhoused veterans, who no longer serve us, but who still need our continued support.

As a future physician I dream of a Washington where no person goes without a stable place to live, access to basic needs, or to preventative healthcare measures. I hope that you are able to act with compassion on this matter and work to come up with an equitable solution to support stable housing for individuals without enacting an anti-camping ordinance in the interim.

Best,  
Robin

**Robin Hills Von Davies**  
Master of Medical Science, 2020  
Master of Reproductive Clinical Sciences, 2022  
MD, 2026 (expected)  
206.920.6144 | [robinvondavies@gmail.com](mailto:robinvondavies@gmail.com) | [robinhills@gmail.com](mailto:robinhills@gmail.com)

**From:** [Tina Mari Fox](#)  
**To:** [City Council](#)  
**Subject:** Consideration  
**Date:** Saturday, July 1, 2023 4:59:56 PM

---

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

As you consider a ban on camping as a solution to turning your back on our homeless population, I remind you every.single.human. is a single poor decision or a single life changing event away from being homeless. How we treat or care for our society's most vulnerable is a reflection of our inner heart. Let's find another solution...homelessness is NOT a crime, it is a tragedy. Wouldn't it be less expensive to focus on mental health and addiction services, education and job training...and by expensive, I don't just mean monetary cost. I would like to believe that I live in a community that looks for solutions, rather than trying to exterminate/eliminate/shut out those whose only crime may be not having a place to shelter that we deem acceptable.

Tina Fox  
2058 E 16th St  
Bremerton, WA

Sent from Samsung Galaxy smartphone.  
Get [Outlook for Android](#)

**From:** [Patricia Morris](#)  
**To:** [City Council](#)  
**Subject:** Anti-camping Letters  
**Date:** Friday, June 30, 2023 4:31:39 PM

---

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

Please do not enact anti-camping ordinances. They are inhumane, ineffective and counter-productive. Instead establish research based policies that provide services and appropriate housing solutions. This will benefit our unhoused neighbors as well as the whole community of Bremerton.

Patricia Morris

---

From: Patricia Morris <pmorris1015@yahoo.com>  
Sent: Friday, June 30, 2023 4:53 PM  
To: City Council <City.Council@ci.bremerton.wa.us>  
Subject: Homelessness

As a community member I strongly am opposed to anti-camping ordinances. They are inhumane, ineffective, and counter-productive. Research demonstrates that these draconian approaches exacerbate the problem by discouraging this vulnerable population from seeking services. Anti-camping policies are detrimental to the whole community.

Patricia Morris

---

From: Patricia Morris <pmorris1015@yahoo.com>  
Sent: Friday, June 30, 2023 5:55 PM  
To: City Council <City.Council@ci.bremerton.wa.us>  
Subject: Anti-camping ord

I am in strong opposition to anti-camping ordinances. They are inhumane, ineffective, and counter-productive. Research supports the fact that such policies exacerbate the homelessness by further marginalizing this vulnerable population making services less accessible. Let's find real solutions such as affordable housing, better health-care and substance abuse treatment. Anti-camping ordinances are destructive to our entire community.

Patricia Morris

**From:** [Patricia Morris](#)  
**To:** [City Council](#)  
**Subject:** Anti-camping Letters  
**Date:** Friday, June 30, 2023 4:31:39 PM

---

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

Please do not enact anti-camping ordinances. They are inhumane, ineffective and counter-productive. Instead establish research based policies that provide services and appropriate housing solutions. This will benefit our unhoused neighbors as well as the whole community of Bremerton.

Patricia Morris

---

From: Patricia Morris <pmorris1015@yahoo.com>  
Sent: Friday, June 30, 2023 4:53 PM  
To: City Council <City.Council@ci.bremerton.wa.us>  
Subject: Homelessness

As a community member I strongly am opposed to anti-camping ordinances. They are inhumane, I effective, and counter-productive. Research demonstrates that these draconian approaches exacerbate the problem by discouraging this vulnerable population from seeking services. Anti-camping policies are detrimental to the whole community.

Patricia Morris

---

From: Patricia Morris <pmorris1015@yahoo.com>  
Sent: Friday, June 30, 2023 5:55 PM  
To: City Council <City.Council@ci.bremerton.wa.us>  
Subject: Anti-camping ord

I am in strong opposition to anti-camping ordinances. They are inhumane, ineffective, and counter-productive. Research supports the fact that such policies exacerbate the homelessness by further marginalizing this vulnerable population making services less accessible. Let's find real solutions such as affordable housing, better health-care and substance abuse treatment. Anti-camping ordinances are destructive to our entire community.

Patricia Morris

---

From: Patricia Morris <pmorris1015@gmail.com>  
Sent: Monday, July 3, 2023 9:21 PM  
To: City Council <City.Council@ci.bremerton.wa.us>  
Subject: Anti-camping ordinances and sanitation facilities

I am strongly opposed to anti-camping ordinances. They are inhumane and counterproductive. It further marginalizes this vulnerable population and prevents them from seeking services. Real solutions such as mental health services and affordable housing need to be established. As a temporary solution, bathroom facilities need to be provided for the currently unhoused members of our community.

Thank you.  
Patricia Morris

**From:** Eric Kneebone <edkneebone@gmail.com>  
**Sent:** Wednesday, July 5, 2023 7:30 AM  
**To:** City Council <City.Council@ci.bremerton.wa.us>  
**Subject:** Encampments

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

To members of the city council:

As a resident of MLK Way, I wish to state my support for a no camping ordinance.

The street people on MLK way have made walking down the street a hazardous undertaking at all hours of the day or night. The sidewalks are impossible to walk due to the debris, collection of wheelchairs and bicycles, and occasionally people laying across the route. I've never seen so many rats on the street as I have since the shantytown was reestablished this latest time.

Every time people choosing street living have been helped or removed, no action has been taken to address the unsafe conditions of camping on MLK way - namely encouraging people to camp where facilities are available to support them. Placing of eco blocks, Requiring vehicles to be licensed and registered to park on the street, and not allowing tents or makeshift shelters to be constructed are means to prevent this once the street people have been helped.

I do not wish to see sleeping on the streets criminalized. Erecting shanties and establishing tent residences should be.

Please pass an ordinance to address the tents and trash and rats and mess.

Eric Kneebone

**From:** [georgiagatzke@comcast.net](mailto:georgiagatzke@comcast.net) <[georgiagatzke@comcast.net](mailto:georgiagatzke@comcast.net)>

**Sent:** Tuesday, July 4, 2023 4:17 PM

**To:** City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>

**Subject:** Upcoming Meeting About Encampments as shown in Kitsap Sun on Monday 7/3/23.

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

I just heard about this meeting to be held on 7/5/23 but I will be out of town. I wanted my thoughts on record.

I acknowledge that I am no expert on the homeless situation in Kitsap County and City of Bremerton. However, I believe every one of us needs to voice concerns and what we would like to see happen.

I definitely want homeless people to have a safe place to go. I want it to be supervised and monitored so that wherever it is does not become “just another problem place.”

I do not want people to be allowed to camp/park/etc on public or private property.

I want anyone who wants to take advantage of any housing or safe-monitored camping space that the city/county/state provides to have to undergo an evaluation for mental health, drugs, (notice I did not say anything bad about their possible drug addiction – the provider should simply have ALL the info), job skills, and also people who take advantage of such places should not be allowed to move to Washington from other states just to take advantage of those provisions. So some kind of proof of having already lived in the state for some period of time needs to be in effect. I am not saying this to be punitive. It is simply not possible for Washington to be everything to every homeless person in the nation. We must draw the line to be able to deal with the number we CAN deal with. I also would want to see firm limits on the amount of time a person can live in such a space before they would be required to meet certain standards – such as having achieved a job, regular attendance at counseling with documented progress, etc. This would be what I call cooperation on both sides and create a situation where the previously homeless person would have to be part of the solution.

I do not wish to be heartless nor unhelpful. However, I also think that this business of having people camping wherever they want and making messes and creating dangerous situations CANNOT CONTINUE OR BE ALLOWED.

I also apologize that I do not have a solution to put forward. I realize that complaining without proposing concrete solutions is not morally acceptable.

Please have my thoughts recorded as part of the meeting.

Thank you,  
Georgia Gatzke

**From:** Lilly Deerwater <lilly@wpsr.org>  
**Sent:** Wednesday, July 5, 2023 10:44 AM  
**To:** City Council <City.Council@ci.bremerton.wa.us>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>  
**Subject:** Washington Physicians for Social Responsibility Urges You Not to Criminalize Camping

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

Dear Bremerton City Council & Mayor Wheeler,

We at Washington Physicians for Social Responsibility urge you to decide against criminalizing camping in Bremerton. Anti-camping ordinances worsen homelessness. By criminalizing people who are unhoused, you make it more difficult for people experiencing homelessness to secure housing. By adding the barrier of a criminal record, you ensure people will remain homeless for longer, adding to the problems of your city and those who live in it.

Please decide against perpetuating homelessness in your city simply for the sake of appearances. By focusing on solutions such as housing and services instead, you have the opportunity to address homelessness, rather than prolong this crisis and cause damage to the health and wellbeing of people who are already struggling.

Thank you,  
Lilly Deerwater, Economic Inequity & Health Program Manager  
On Behalf of Washington Physicians for Social Responsibility

--

**Lilly Deerwater** (she/her/hers)  
Economic Inequity & Health Program Manager  
Washington Physicians for Social Responsibility  
**Email:** [lilly@wpsr.org](mailto:lilly@wpsr.org) | **Phone:** 206.547.2630  
**Visit us:** [wpsr.org](http://wpsr.org) | **Join us:** [Become a member](#)  
**Donate:** [Support our work](#) | **Learn more:** [Sign up for emails](#)



**From:** Neal Foley <[nealfoley1021@gmail.com](mailto:nealfoley1021@gmail.com)>  
**Sent:** Tuesday, July 4, 2023 7:01 PM  
**To:** City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>  
**Cc:** [nealfoley1021@gmail.com](mailto:nealfoley1021@gmail.com)  
**Subject:** Please no Anti Camping Ordinances

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

My name is Neal, I am a resident of the City of Bremerton in District 5.

I am adamantly opposed to criminalizing homelessness and/or mental illness.

I strongly urge the City Council to repeal, in its entirety, the current no camping ordinance. It is non enforceable and useless.

Please signal a new beginning with an entirely new code dealing with homelessness and mental illness in this community in a positive educated way.

Let's deal with this problem instead of sweeping it off our streets with no action because it is ugly and hard. This is not a temporary problem it is here to stay.

We have VERY highly educated experts like those in the Bremerton Homeless Community Coalition right in our midst. Let's stand behind these people and let them guide us with facts and knowledge rather than making decisions based on biases and hearsay.

I would ask our City Council and Mayor to be proactive and support the experts in this field 100%. Move forward with THEIR knowledge as our guide.



**From:** Susan Brooks-Young <sjbrooksyoun@gmail.com>

**Sent:** Wednesday, July 5, 2023 11:17 AM

**To:** City Council <City.Council@ci.bremerton.wa.us>; Susan Brooks-Young <sjbrooksyoun@gmail.com>

**Subject:** Addressing the need for shelter in Bremerton

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

Good morning,

I am aware that the subject of a new city ordinance related to where and when people may (or may not) sleep is on the agenda for this evening's city council meeting. I find it very disconcerting that the mayor would apparently suggest circumventing *Martin vs. Boise* and that council would consider doing this **(Bremerton won't clear encampments, so council opens discussion on changes to current law**, Kitsap Sun, July 3, 2023).

As a resident of downtown Bremerton, I am well aware of the concerns raised when unhoused people are forced to resort to living outdoors. However, I am also aware that every society will always have a segment of its population who, for whatever reason, needs assistance accessing the most basic needs - food, clothing, and shelter. Part of the social contract is establishing systems to ensure that these people's basic needs are met. We can either acknowledge that reality and actually take steps to do something about it or we can continue to blame the unhoused for their life circumstances and punish them by refusing to ensure they have access to basics. For example, one frequently cited issue with the encampment on MLK Way is that human waste is everywhere. The city funded installation of a portable toilet months ago. Where is it? And where are these people supposed to relieve themselves when there are no public restrooms and they are locked out of the Marvin Williams Center?

I would hazard a guess that it is less expensive overall to ensure that everyone has access to food, clothing, and shelter than it is to mitigate all the negative outcomes of refusing to do so including crime, spread of disease, the cost of shuffling people from one location to another, etc.

As such, I encourage city council and the mayor to quit spending time and resources trying to figure out how to punish the unhoused and start spending that time and those resources to figuring out systemic ways to identify and implement humane solutions. These are human beings and deserve much better treatment than they are currently receiving.

Thank you,

Susan Young  
Bremerton

--

SJ Brooks-Young Consulting

Telephone: 951-202-2042

Web site: [www.sjbrooks-young.org](http://www.sjbrooks-young.org)

Twitter: @sjbrooksyoun

Facebook Business Page: [www.facebook.com/SjBrooksYoungConsulting](https://www.facebook.com/SjBrooksYoungConsulting)

"I've learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel."

Maya Angelou

# Bremerton won't clear encampments, so council opens discussion on changes to current law



**Phillip Chin**  
Kitsap Sun

Published 8:57 a.m. PT July 3, 2023



A person with a guitar heads toward a tent pitched in front of the forest mural on the MLK Way facing side of the vacant building planned as a new medical respite facility for Peninsula Community Health Services, in Bremerton on Thursday. The city acknowledges its ordinance that prohibits unauthorized camping is not being enforced, and now the city council is opening a discussion over revisions and other needs that may help address the number of people living unsheltered. *MEEGAN M. REID/KITSAP SUN*

“It’s getting worse,” said Reuben Wilkins, a barbershop owner and cook for the Marvin Williams Recreation Center. “Garbage, poop, piss. They get butt naked behind the building.”

Wilkins does not blame the people who live in the large encampment on the MLK Way sidewalk, just feet away from the Marvin Williams Recreation Center, a gleaming facility that opened in 2018. Instead, most of his anger is directed toward Bremerton’s city government.

“The city is definitely inactive on this ... They’re not talking to us,” said Wilkins.

“These kids should be able to grow up and have some protection,” added Tovi Wilkins, who runs a summer program for children at the center. Staff usually keep most of the doors locked. They had to turn off the fountain in front of the building because people were washing themselves in it. Reuben Wilkins has found needles nearby.

Parents still bring their children for summer camp, but the one question that they want to know is “What is the city doing?” said Wilkins. She reemphasized the question: “What is the city doing?”

When the Salvation Army closed its overnight shelter on May 1, the city was left without any emergency shelter beds. According to the city's reading of a Ninth Circuit Court ruling from 2019 known as *Martin v. Boise*, a lack of shelter availability makes it illegal to clear encampments. Over the past two months, the encampment on MLK Way, just a block behind the Salvation Army and near where the former Kitsap Rescue Mission was located, has grown. On Friday, approximately a dozen tents could be seen on the sidewalk between Park Avenue and Warren Avenue, along with shopping carts and assorted personal items.

“[T]o clear an encampment is not legal,” said Bremerton Mayor Greg Wheeler. Although Bremerton has a municipal code for “unauthorized camping,” which bans camping “in any park or other public place,” the ordinance can no longer be enforced now that there are no available shelter beds. When asked whether the Bremerton Police Department

cites residents for unauthorized camping, Wheeler replied, “As a rule, no.”

When the Kitsap Rescue Mission or the Salvation Army's temporary shelter were open, officers could direct people who are homeless there. “Now we don’t have a place for them to go anymore,” said Wheeler.

Right now, Wheeler identifies two projects for Bremerton’s government which could address the MLK Way encampment. First, Bremerton must create a new shelter. Wheeler said the city has picked a location and partners, but he must get funding from the state before he can share a timeline for opening.

Second, Wheeler urged the Bremerton City Council to create a new ordinance which would not violate *Martin*. The new ordinance could ban camping on MLK Way or restrict camping to nighttime hours, so that the street would have to be clear during the day.

Last Wednesday, the City Council discussed the possibility of changing the current ordinance. On July 5, the council will hold a public hearing on the issue during its regular meeting, scheduled for 5:30 p.m. at the Norm Dicks Government Center.

Initially, council members were hesitant to even discuss the issue, because they were afraid that the public could perceive them as being too punitive without offering any housing solutions.

“Before we get any more aggressive ... we better know what we’re doing as far as providing adequate support,” said Councilmember Denise Frey.

Frey also raised concerns about the optics of spending time changing an ordinance while a portable toilet that the council allocated \$10,000 for has still not been installed on MLK Way. "This is for the administration," Frey said. "Fix it!"

City attorneys have reassured the council that any change to current ordinance would be less punitive, as the current code is a blanket prohibition on camping.

Councilmember Eric Younger began to understand why Wheeler and the lawyers were pushing for the change. "I have a sinking feeling that we don't enforce it at all," said Younger.

Even if the language of the new ordinance is less punitive, in practice it will be more punitive than an ordinance which is rarely enforced.

Kimmy Siebens, founder of the Bremerton Homeless Community Coalition and a nurse on the task force with Washington Physicians for Social Responsibility, argued against any new law which would allow the city to criminalize and move people who are homeless.

"They're focusing on hiding people, pushing them to the margins of society," said Siebens, "... every single person on MLK Way has no place to go."

Siebens pointed to other cities that have passed new ordinances where people who are homeless hide from police and no longer trust social workers, which makes it more difficult to connect them with any resources that could help.

Siebens argued that any kind of criminal penalty is short-sighted and distracts from the need to address more complex issues that lead people to become unhoused.

“The mayor wants to get rid of this unsightly thing,” she said.

According to Siebens, new ordinances have been created without real knowledge of what it means to be homeless. For example, Longview and Portland ban daytime camping, but Siebens said that many people who are homeless sleep during the day because they need to be alert at night to protect themselves from the increased risk of assault.

“They do keep each other safe,” said Siebens, “This camp is no different than a neighborhood.”

Siebens does understand the concerns of parents and staff from the Marvin Williams Center. “If we’re going to put a Band-Aid on it, let’s give them a toilet,” she said in an interview. Many in the community agree and are frustrated that money has already been set aside, but nothing has been done.

According to Wheeler, the city had not determined a safe way to install the port-a-potty without blocking the street or the public right-of-way.

“This talk about the port-a-potty is serious, but almost comical,” said Younger.

7/5/2023

To whom it may concern:

This letter is in response to the proposed ordinance regulating the time place and manner of tents being used on public property to protect individuals experiencing involuntary homelessness.

My name is Joslyn and I am with the Bremerton Prayer Walk. During the past 3.5 years, we have consistently been fellowshipping with many of the individuals this ordinance will have a devastating effect.

There are numerous issues with the course of action, but the most important is that we are going to lose many individuals, the majority are involuntarily homeless or fleeing violent and dangerous situations.

Furthermore, this type of ordinance is incredibly erroneous in many of the assumptions utilized in identifying this type of ordinance. First, many individuals who survive on the streets do not sleep during the evening hours as they stay awake for protection and sleep in intervals to protect themselves. By requiring they sleep during the most dangerous time so they can pack up by early dawn, they are suggesting they put themselves even more at risk.

Additionally, they assume individuals residing on the street have the means to pack up and move their belongings. This is absolutely absurd. Many individuals who face these current conditions have physical and mental restrictions preventing compliance. Our most vulnerable will become even more vulnerable

There are incredulous constitutional concerns, substantial mental health and addiction concerns, and it may be the most blatant attempt to hide one of the most pressing concerns facing this city...the growing homelessness crisis. This is not a unique problem, however, the solution being presented before this committee is taking this city down an incredibly dangerous path.

First, the time place and manner restrictions proposed will fail any type of judicial scrutiny. First, the courts have indicated that homelessness is protected as political speech under the 1st amendment. This means that any ordinance restricting the time place or manner restriction to be strictly scrutinized and in order to be upheld it requires the government to show the following:

1. content neutral (that the government does not outlaw content specific viewpoints)
  - a. **(are we requiring mothers with sunshades protecting children to move, are we requiring organizations that place sun covers as booths etc. to be moved?) ... the answer is clearly NO...this is only for homeless individuals.**

2. (2) narrowly tailored to serve a governmental interest (i.e., cannot be overly broad to regulate more than what is necessary to achieve government interest like, for example, public safety),
  - a. **I completely understand there are substantial concerns for businesses and the public, but placing additional burdens on our most fragile and vulnerable population is not the answer.**
3. (3) ample alternative means to express ideas.
  - a. **THERE ARE NO ALTERNATIVES!!!**

The right to remain in public space is both a universal right that all Americans value dearly and a bulwark against deprivations that have starkly affected homeless people throughout history and, to a particularly dire extent, today. We treat refugees with more compassion than we do our own citizens.

We are well aware there is strong precedence indicating that criminalizing homelessness violates the 8th amendment of the united states constitution. In *Jones v. City of Los Angeles*, the leading case decided in favor of this view, the Ninth Circuit stated that “we understood *Robinson* to stand for the proposition that the Eighth Amendment prohibits the state from punishing an involuntary act or condition if it is the unavoidable consequence of one’s status or being.”

The unavoidable consequence of this particular ordinance is that people are going to die if we cannot find them to help find the appropriate services to help them. We will be unable to bring food to them, much needed living supplies, water, first aid supplies, etc. We know there is safety in numbers and those live on the streets and if people are constantly getting dispersed, more people will become isolated and even more vulnerable resulting in an increase in violent assaults, rapes and death.

I hope and pray this committee and this city can take a different approach to solving this problem and look for solutions instead of trying to find loopholes in existing laws to make life more difficult. To treat all with dignity is what this city should be striving for, instead isolating and hurting the vulnerable.

Joslyn Snow



From: sggriffith@fastmail.com <sggriffith@fastmail.com>  
Sent: Wednesday, July 5, 2023 4:28 PM  
To: City Council <City.Council@ci.bremerton.wa.us>  
Subject: Anti-camping

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

To the Council:

I believe part of your mission is to care for the health and well being of the people of Bremerton. Were we to experience a natural disaster, I know you would all be out there doing your best to save us from the fire, flood, or wind. Afterwards, you would help us construct temporary housing and preparing food and gathering blankets to care for us until we could start living normal lives again.

The homeless disaster has gone on too long, and our humanitarian impulses have diminished. Imagine how the homeless must feel -- for some of them, it's been a very long time indeed. To help them, we need to move through the morass of funding, social policy, urban planning, and all the other wearing practices of modern life.

Solving homelessness is really hard! But that's a big part of your job at the moment.

A lot of solutions have been proposed, and some of them are pretty good. Find the money -- people are making money from real estate; they have to share it. It wouldn't hurt that bad. Tiny homes are cheap. We can detox and clean up the old Harrison Hospital -- my goodness, what a view!

Don't give up on kindness and good works. And fix the darn public toilet!

Suzanne Griffith, District 1  
[sggriffith@fastmail.com](mailto:sggriffith@fastmail.com)

**From:** [kim\\_siebens](#)  
**To:** [City Council](#)  
**Subject:** Public Comment on Anti-Camping Ordinance July 5 2023  
**Date:** Wednesday, July 5, 2023 6:10:07 PM

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

Bremerton City Council Members,

My name is Kimmy Siebens. I am A 17 year resident of Bremerton, a Registered Nurse, a non profit founder, a community organizer, and a task force member representing Washington State Physicians for Social Responsibility.

Today, I am speaking to shed light on a decision that is not only morally bankrupt but also displays a complete lack of compassion by many of our city council. We are facing a proposal that would amend an already unconstitutional anti-camping ordinance, effectively criminalizing the most vulnerable citizens of our town. I am appalled, disgusted, and deeply saddened by the council's decision to consider turning their backs, even more, on those who need our help the most.

Let me be unequivocally clear: this revised ordinance will not be a solution; it will be a heartless attack on those who already face immense challenges in their lives. Instead of offering support, the council would be punishing individuals who have fallen on hard times, pushing them further into the dark. Do we truly believe that criminalizing poverty and medical issues is the answer?

Homelessness is not a choice; it is a complex issue rooted in a multitude of societal problems such as lack of affordable housing, unemployment, mental health, and addiction. Our city council should be addressing these root causes rather than exacerbating the suffering of those who already endure unimaginable hardships.

By creating an amendment to this ordinance, the council would be sending a message that it is acceptable to turn a blind eye to the suffering of our fellow citizens. This would show a complete disregard for human dignity and basic human rights. We cannot claim to be a compassionate community if we allow this to pass, unchallenged.

Let us not forget that homelessness affects people from all walks of life - These are not faceless statistics; they are our neighbors, friends, and community members. Criminalizing homelessness does not magically make it disappear. It shifts the problem from sight, sweeping it under the rug and perpetuating a cycle of poverty and despair.

Instead of investing in punitive measures, the council should be investing in affordable housing, mental health services, or, to start, a simple porta potty so people can use the restroom in a law abiding way. These are the true solutions that will uplift our community and save us more financially in the long run.

I am urging this council to reconsider this cruel and misguided idea.

Your duty is to represent all citizens, not just those who are privileged and fortunate or can make the city council meetings.

In closing, I implore each and every one of you to join me in opposing this ordinance and any amendments. Demand that this be repealed like it should have in 2018 when it was deemed to be unconstitutional. We have to stop all of these distractions and focus on the real issues at hand.

Kimmy Siebens RN

Economic Inequity and Health Task Force Member, Washington Physicians for Social Responsibility, [www.wpsr.org](http://www.wpsr.org)

President, Their Voice  
<http://www.their-voice.org>

Founder, Bremerton Homeless Community Coalition  
<https://www.facebook.com/groups/bremertonhomeless>

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A8**

**SUBJECT:**

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

Study Session Dates: August 9, 2023

COUNCIL MEETING Date: August 16, 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, and July 26.

**ATTACHMENTS:**

- 1) Resolution No. \_\_\_\_\_ with Exhibit A Council Rules & Procedures;
- 2) Proposed updates

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

**COUNCIL ACTION:**     Approve     Deny     Table     Continue     No Action

**RESOLUTION NO. \_\_\_\_**

**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:

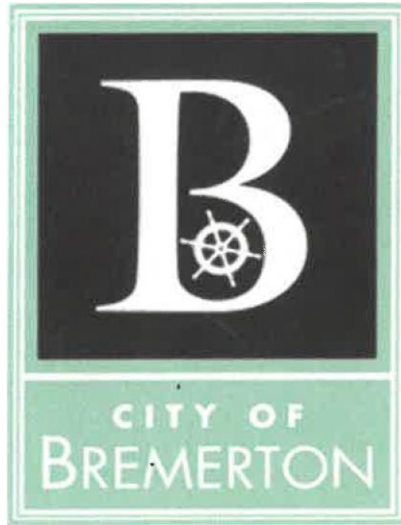
ATTEST:

\_\_\_\_\_  
KYLIE FINNELL, City Attorney

\_\_\_\_\_  
ANGELA HOOVER, City Clerk

# Bremerton City Council

## Rules & Procedures



CONTENTS

**RULE 1 - MEETINGS .....3**

**RULE 2 - PRESIDING OFFICER - DUTIES.....5**

**RULE 3 - COUNCIL MEMBERS .....6**

**RULE 4 - AGENDA CONTROL .....6**

**RULE 5 - REGULAR COUNCIL MEETINGS - ITEMS OF BUSINESS .....7**

**RULE 6 - DEBATES .....8**

**RULE 7 - PARLIAMENTARY PROCEDURE .....8**

**RULE 8 - ORDINANCES - RESOLUTIONS .....8**

**RULE 9 - MISCELLANEOUS .....9**

**RULE 10 - COUNCIL EXPENSE REIMBURSEMENT .....11**

**RULE 11 - QUASI-JUDICIAL HEARINGS.....11**

**RULE 12 - CLOSED RECORD HEARINGS .....12**

## **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 2<sup>nd</sup> and 4<sup>th</sup> 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:** Consideration of any subject, matter, or communication by the Council may be initiated by the Mayor, Judge, 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, or allow items to be added to Study Session or Regular Business meetings 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 Consent Agenda, or under Public Hearing or General Business.

**2. 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 1<sup>st</sup> and 3<sup>rd</sup> 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 (30 minutes max; may continue after General Business)
- ~~(d)(e)~~ Response to Public Recognition (2 minutes max per Councilmember)
- ~~(e)(f)~~ Public Hearings
- (g) General Business
- ~~(f)(h)~~ Continuation of Public Recognition (if needed and as time allows)
- ~~(g)(i)~~ Council Member Reports (5 minutes max per Councilmember)
- ~~(h)(j)~~ Adjournment

**2. Study Session:** The Study Session shall meet in the designated Council Conference Room, unless a different location is so designated, on the 2<sup>nd</sup> and 4<sup>th</sup> 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-Public Hearing or General Business 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. Comments on Consent Agenda items must be submitted in writing and received by noon on the day of the meeting.

**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 ~~XX~~18<sup>th</sup> day of ~~May~~July, ~~2022~~2023

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



# Proposed Council Rules & Procedures Update

- Update Public Recognition to be 30 minutes with additional time allocated, if needed, before Council Reports.
- Add 2-minute response to Public Comment.
- Update for Consent Agenda Public Comment to be written only.
  - Allows for Council to get comments ahead of time and pull any item to General Business if desired.
- Update to allow public comment on amending motions, at CP's discretion, per Robert's Rules and OPMA.

# Proposed Council Rules & Procedures Update

- Clarify use of Agenda Setting Process for Mayor, Judge, or Council Members to all use same Agenda Bill Policy.
  - Same requirements and procedure to put an item on the Study Session Agenda.
- Clarifying language that CP may authorize exceptions to Agenda Bill Policy (but still only deny an item if it violates policy.)
- Clarifying language of actions that Council may take at Study Session regarding an item.
- Removed confusing language regarding "Committee of the Whole".

# For consideration, but not yet included

- Members may abstain only for specific conflict. Poulsbo Example:
  - "VOTES ON MOTIONS: Each member present shall vote on all questions put to the Council except on matters in which he or she has been disqualified for a conflict of interest or under the appearance of fairness doctrine, or in which he or she has been granted leave to abstain by the City Council in advance and for a stated reason. Such member shall disqualify himself or herself prior to any discussion of the matter and shall leave the Council Chambers."
  - "FAILURE TO VOTE ON A MOTION: Any Councilmember present who fails to vote without a valid disqualification or without having otherwise received the Council's permission to abstain shall be declared to have voted in the affirmative on the question."
- Require a second to move an item from Consent Agenda to General Business.

**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