



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

WEDNESDAY, JANUARY 10, 2024
CITY COUNCIL HYBRID STUDY SESSION AGENDA
Starting at 5:00 PM in the First Floor Meeting Chambers

*The First Floor Meeting Chambers 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. 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 **January 17, 2024** 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=ZWlMVnVYbFBHYjY5U1RJUmFreDFXUT09>*
- *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. EXECUTIVE SESSIONS

1. 10-Minutes to discuss Potential or Pending Litigation as allowed under RCW 42.30.110 (1)(i); and no action is anticipated
2. 10-Minutes to Evaluate Qualifications of an Applicant for Employment as allowed under RCW 42.30.110 (1)(g); and no action is anticipated

B. INFORMATION ONLY

1. Update on WSDOT Fish Passage and Roundabout Project in Gorst at SR 3 and Sam Christopherson Road Intersection
2. Update on the Downtown Bremerton Association and Main Street Program
3. Presentation on Becoming a Local Certified Government – Historic Preservation & Its Benefits

C. BRIEFINGS ON AGENDA BILL ITEMS

1. Easement Exchange with Meridian Terrace LLC; and Vacant Land Use Purchase and Sale Agreement
2. Ordinance to amend BMC Chapter 2.50.032 entitled “Actual Salary Rate”
3. Eliminate one Civil Engineer II position and add one Engineering Project Manager position at Band 16 of the Management, Professional, Confidential, and Fiduciary Salary Plan
4. Resolution in support of KRCC Surface Transportation Program Grant Application for 6th Street Active Transportation Improvements Project
5. Resolution in support of KRCC Grant Application for 11th Street Roadway Preservation Project

Continued on next page...



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.

- [6.](#) Resolution in support of Brian Abbot Barrier Removal Board Grant Application for the Parish Creek Fish Barrier Removal Project
- [7.](#) Professional Services Agreement with Parametrix, Inc. for E. 9th Street Stormwater Improvements Project
- [8.](#) Resolution to establish a Water Franchise Agreement with the City of Port Orchard
- [9.](#) Modification No. 2 to Professional Services Agreement with Seattle's Finest, LLC for Security Services at Bremerton Municipal Court
- [10.](#) Homelessness Response Property Management Program Agreement
- [11.](#) Resolution to confirm the Administration's Recommendation to Develop a Low-Barrier Walk-up Congregate Homeless Shelter at 100 Oyster Bay Avenue North
- [12.](#) Resolution to adopt the International Holocaust Remembrance Alliance working definition of antisemitism

D. GENERAL COUNCIL BUSINESS

1. Audit Committee Briefing (*Last Meeting on 12/18/23*) - '23 Chair Anna Mockler
2. Regional and Other Committee/Board Briefings
3. Other General Council Business (*As necessary, and as time allows...*)

E. ADJOURNMENT OF STUDY SESSION

INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

B1

SUBJECT:

Update on WSDOT Fish Passage and
Roundabout Project in Gorst at SR 3 and
Sam Christopherson Road Intersection

Study Session Date: January 17, 2024
COUNCIL MEETING Date: N/A
Department: PW & Utilities
Presenter: G. Fridriksson/WSDOT
Phone: (360) 473-5758

SUMMARY: WSDOT (Washington State Department of Transportation) is proposing the replacement of a fish barrier culvert located at the intersection of SR 3 and Sam Christopherson Road in Gorst. With the replacement of this culvert, WSDOT will also be reconstructing the intersection and removing the existing signal system for a roundabout. This presentation is to bring Council up to date on the plan for construction of this project and the road detours and closures that will be needed to complete it.

ATTACHMENTS:

PowerPoint presentation

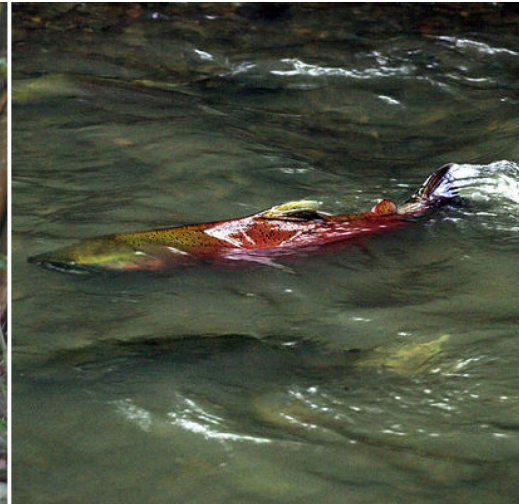
FISCAL IMPACTS (Include Budgeted Amount): None.

STUDY SESSION AGENDA:

Limited Presentation

Full Presentation

COUNCIL ACTION: Approve Deny Table Continue No Action



Gorst Vicinity Fish Passage Barrier Removals
SR3 MP 34.27 Unnamed Tributary to Gorst Cr.
Bremerton City Council Study Session
January 10, 2024

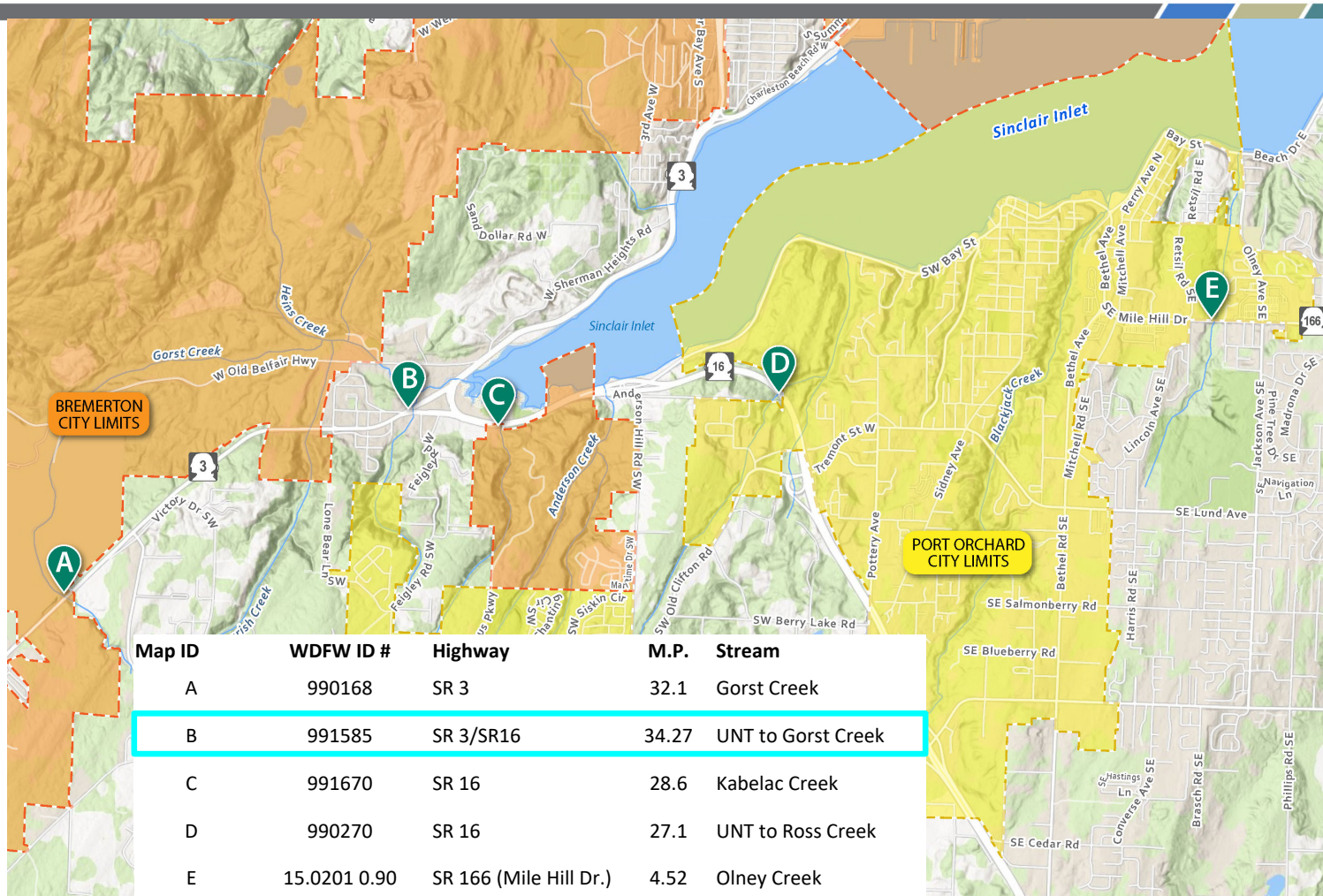


AGENDA



1. Introductions & Agenda Review
2. Project Overview & Preview of Traffic Control Strategy
3. Why do we need so much space and time?
4. How will traffic operate if key local Roads are closed?
5. How will we encourage the Contractor to get done sooner?
6. Questions

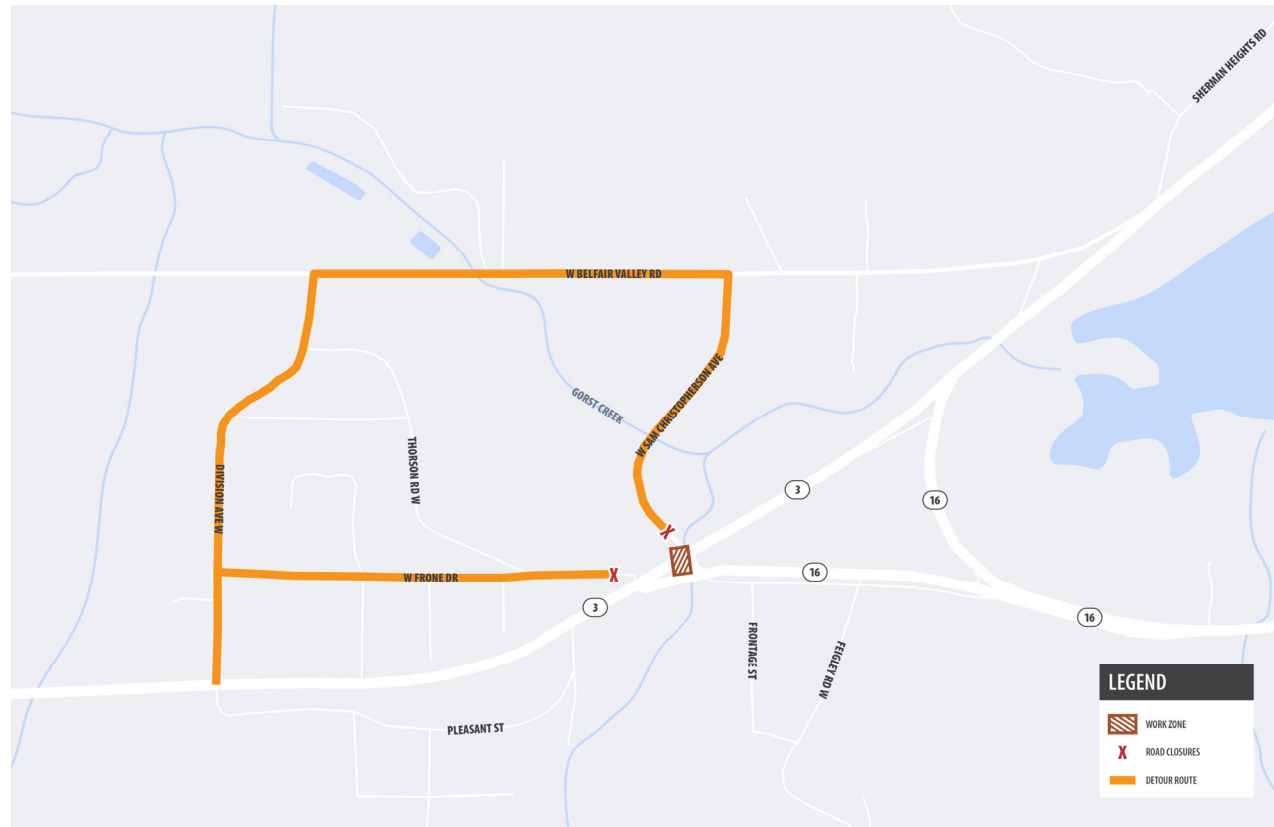
GORST 5 FISH PASSAGES OVERVIEW



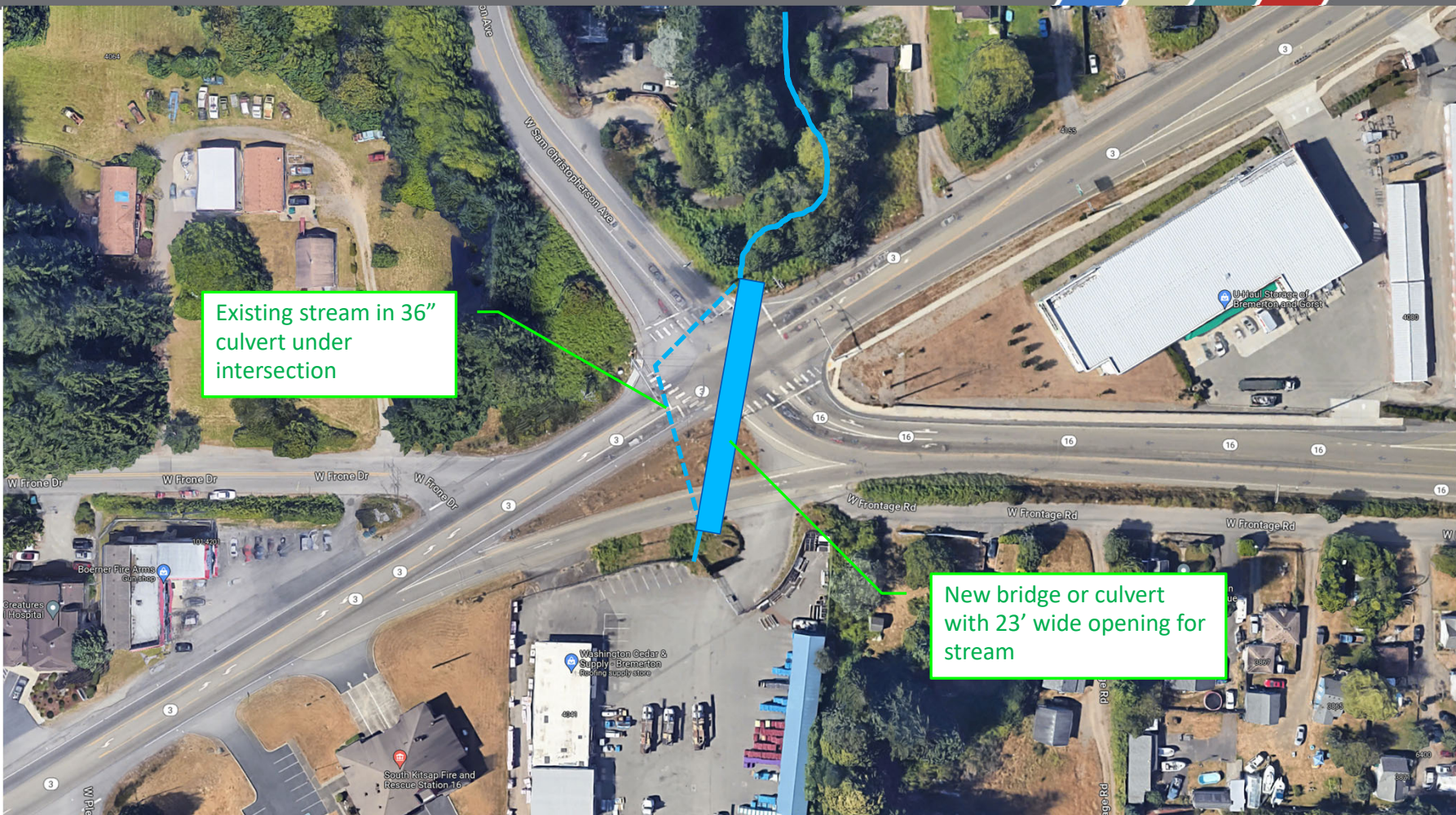
WSDOT REQUEST TO KITSAP COUNTY

Approval to close/detour:

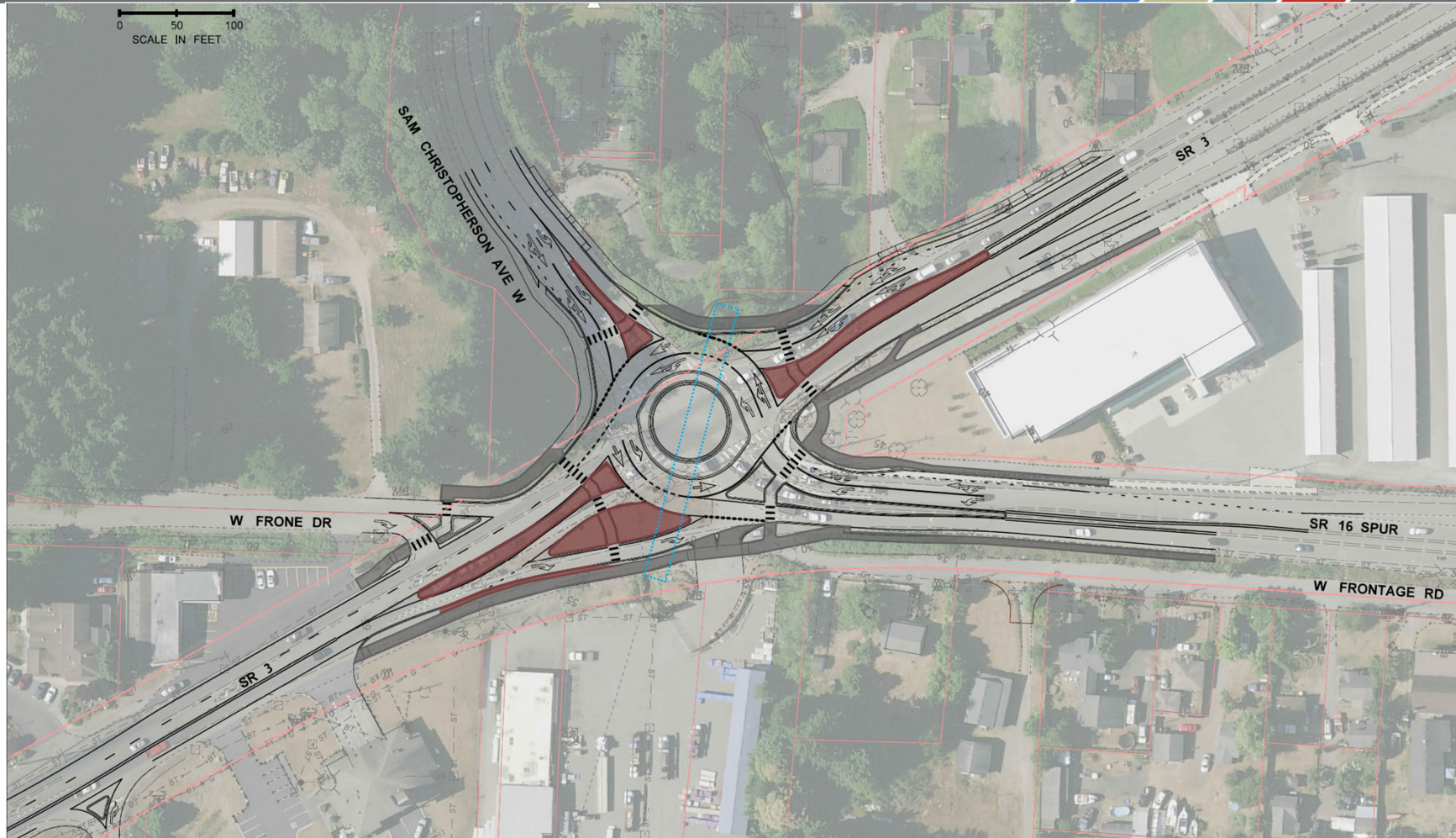
- Sam Christopherson for 12 Months
- Frone Drive for 8 Months



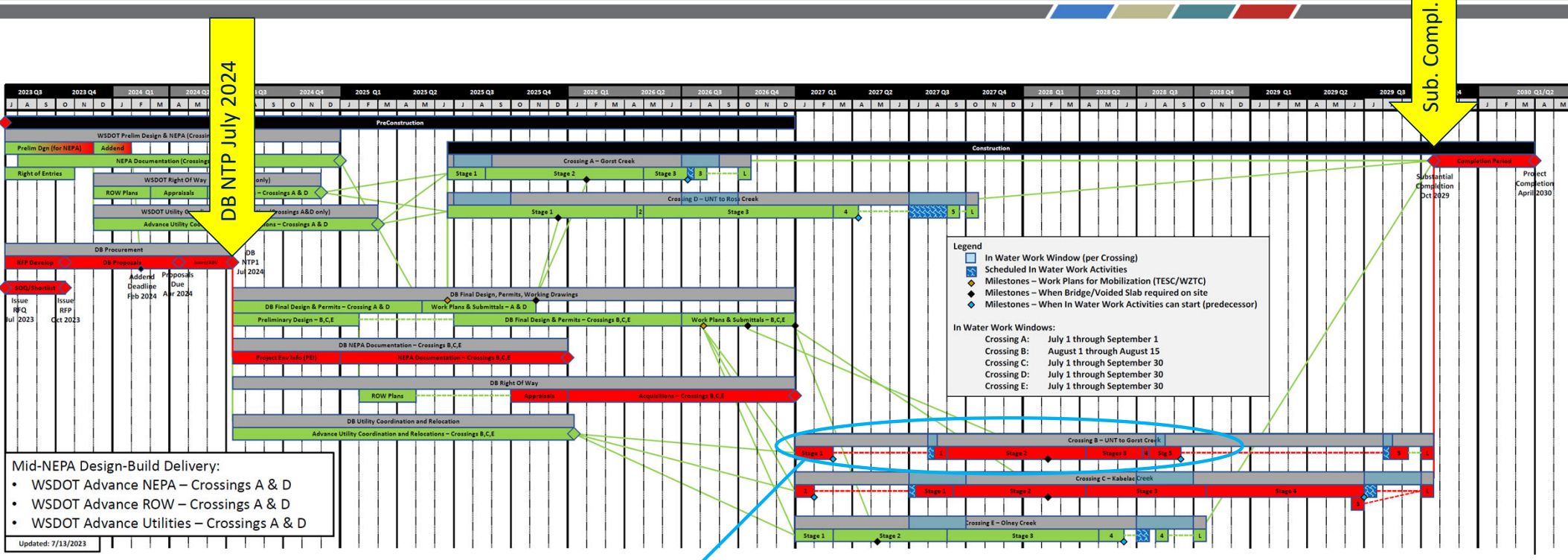
WHAT WILL BE BUILT TO IMPROVE FISH PASSAGE?



HOW WILL THE INTERSECTION BE REBUILT?



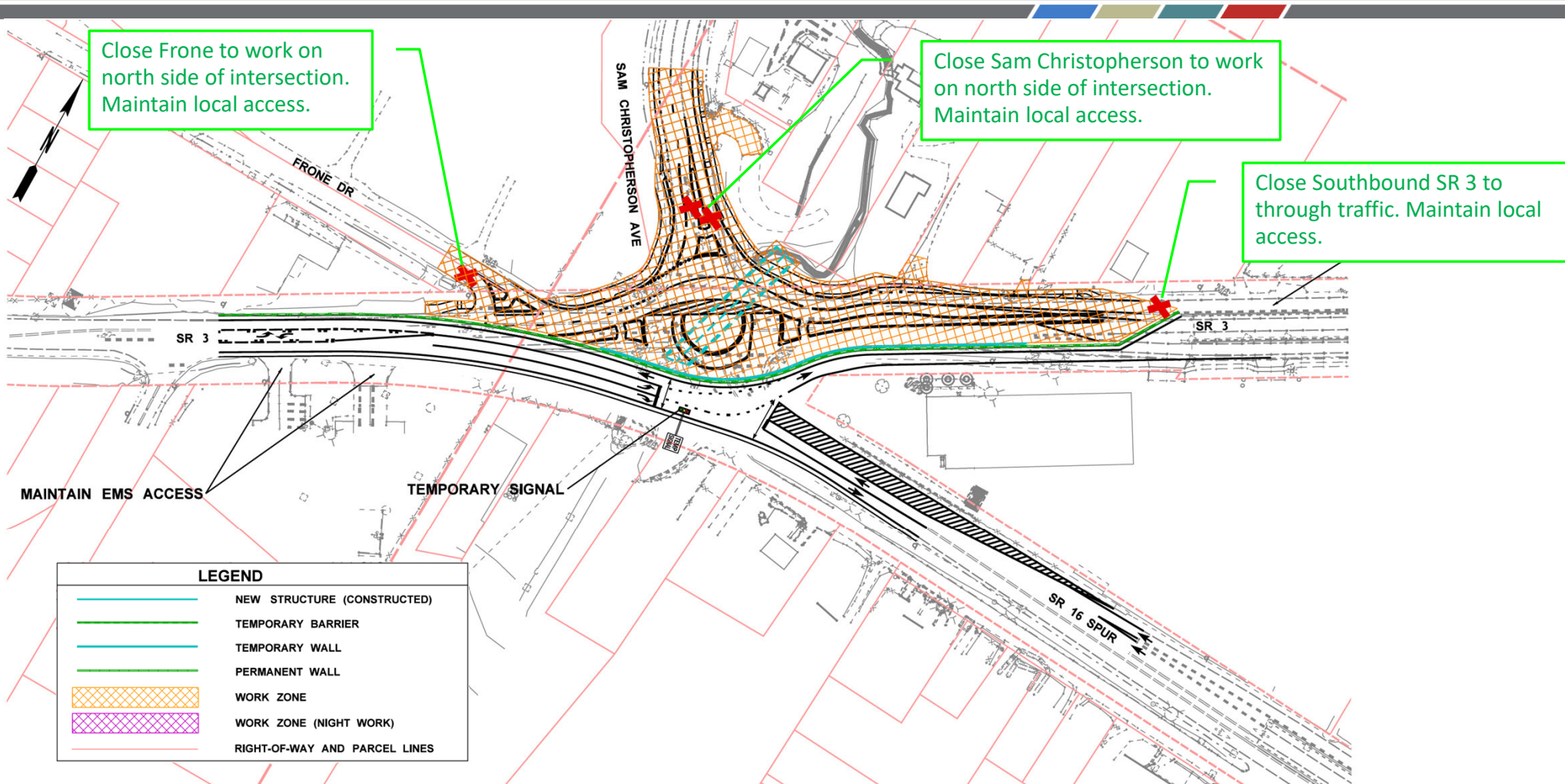
PROJECT DELIVERY PROCESS



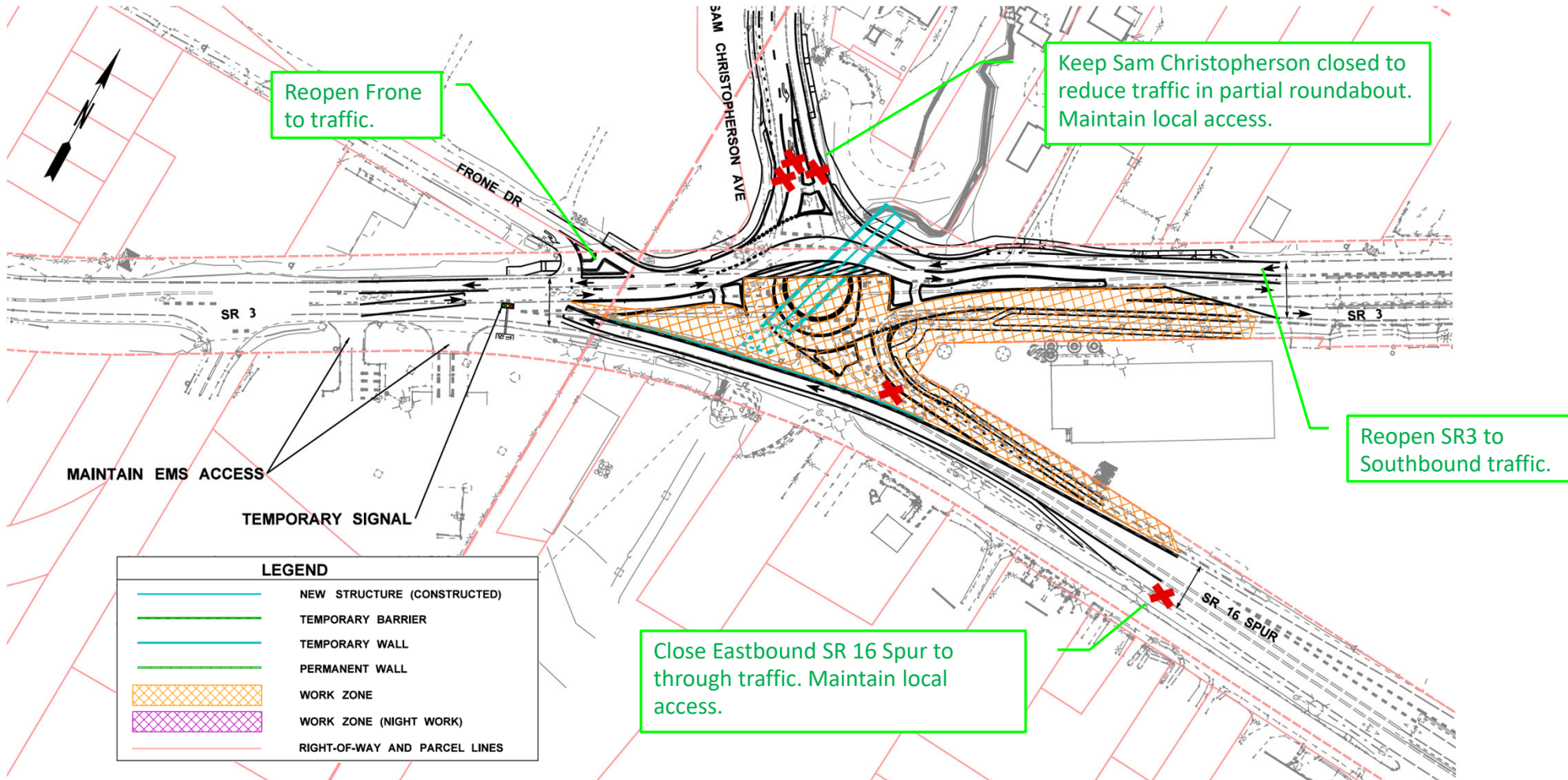
Crossing B Construction
2027-2028

Sub. Compl. Late 2029

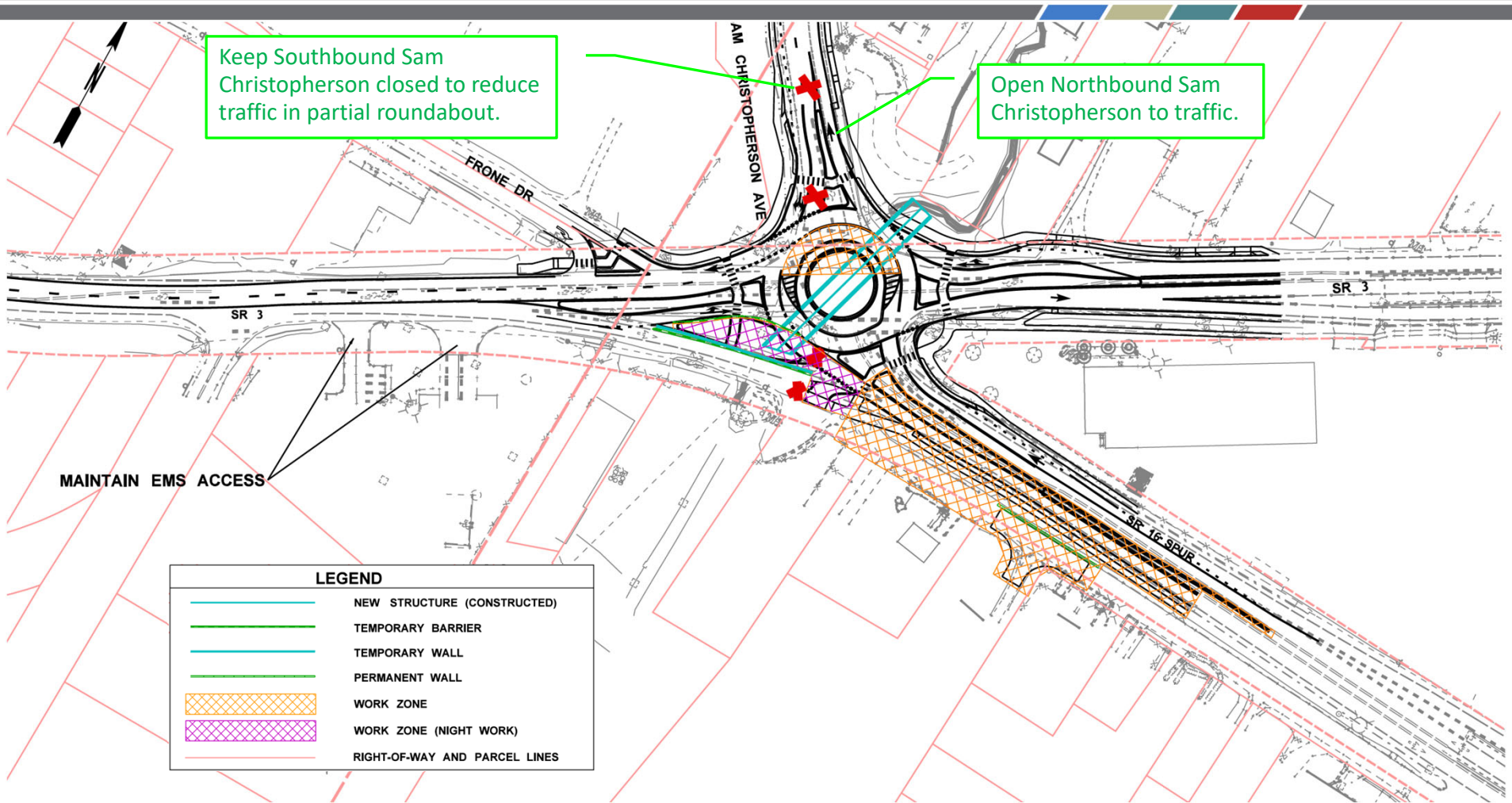
STAGING STRATEGY: STAGE 2 (8 MONTHS)



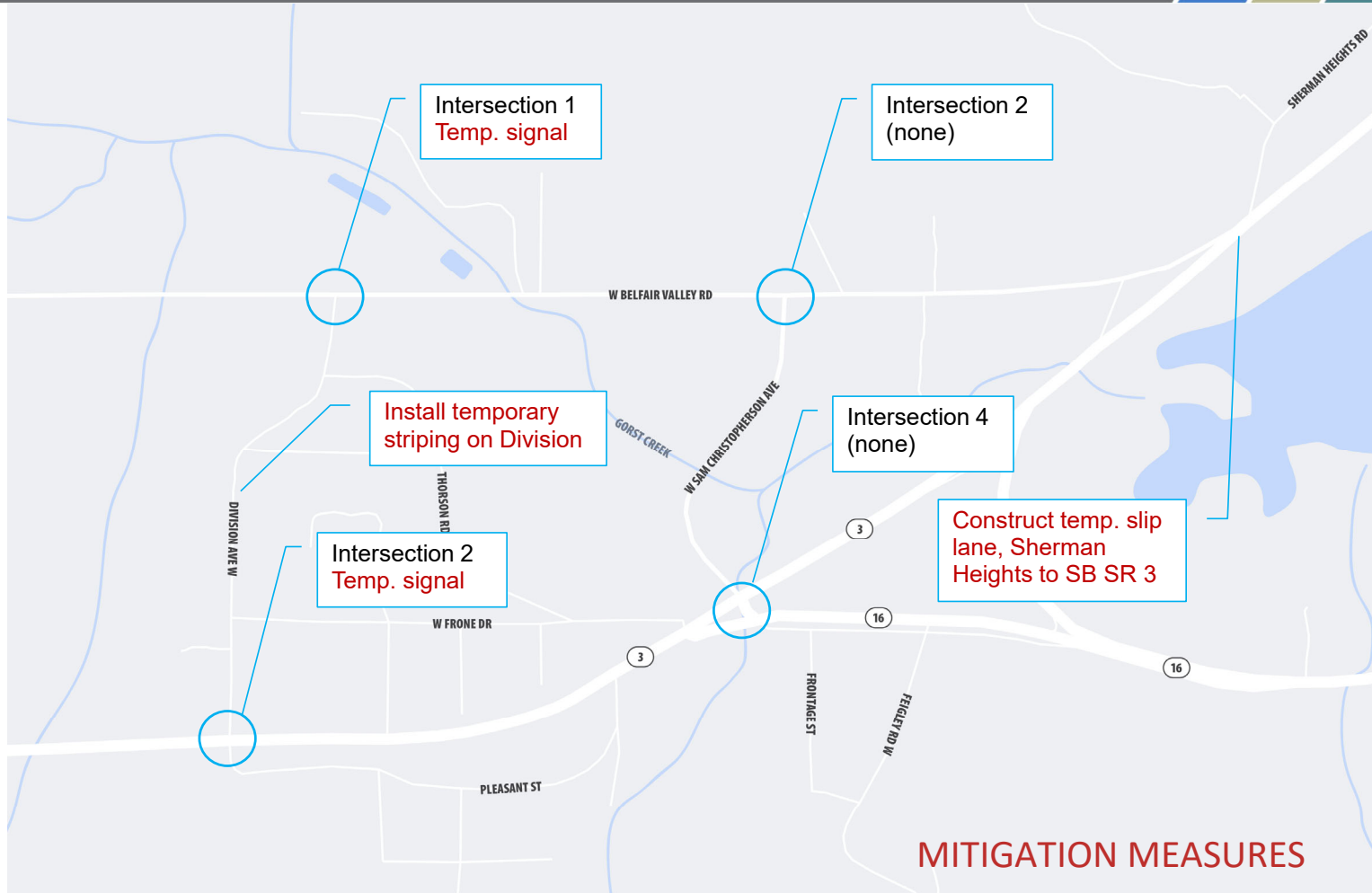
STAGING STRATEGY: STAGE 3 (3 MONTHS)



STAGING STRATEGY: STAGE 4 (1 MONTH)



TRAFFIC MITIGATION MEASURES



MITIGATION MEASURES

SLIP LANE CONCEPT



HOW WILL WE ENCOURAGE THE CONTRACTOR TO FINISH SOONER?

- Incentive in Proposal Scoring \$25,000 per day of completion in less than 360 days, up to max of \$3 Million
- Liquidated damages for missing commitment:
 - \$6,100 per day Sam Christopherson
 - \$1,000 per day Frone

TRAFFIC MITIGATION SUMMARY



- Sherman Heights Slip Lane will reduce traffic on Detour Route
- Additional Traffic on Division will be mitigated with temporary signals and temporary striping
- Local access to businesses and residences maintained at all times
- Golf Course access off of West Belfair Valley Rd is not expected to be affected by construction

QUESTIONS?





Downtown Bremerton Association

January 10, 2024
City Council Work Session



2023 Accomplishments

1. Engagement with Main Street
2. Organizational Operations
3. Community Education
4. Washington Main Street Network
5. Eight Guiding Principles of Main Street
6. Additional Funding
7. Volunteer Outreach



2023

Engagement with Main Street



- Conference attendance (Main Street America and Revitalize WA 2023)
- Washington State Main Street Program (WMSP) affiliate status.
- Focused training from WMSP in March and July 2023.
- Executive leadership training from Washington State Main Street Program in December 2023.
- Upcoming Board Retreat in early 2024

2023

Organizational Operations

**WELCOME
PACKET**



**Downtown Bremerton
Association**
Board of Directors

- Updated bylaws
- Board and volunteer work descriptions
- Policies and manuals
- Mission/vision statements
- Work plans
- Added 3 new Board members
- Added 2 liaison positions (City & PSNS)

2023

Mission & Vision

The DBA's mission is to foster diversity and connections through community partnerships, advocacy, and engagement to revitalize and enrich our downtown core.

With this mission, the DBA envisions Historic Downtown Bremerton as the city's vibrant waterfront community that encourages connection of people, place, and culture.

2023

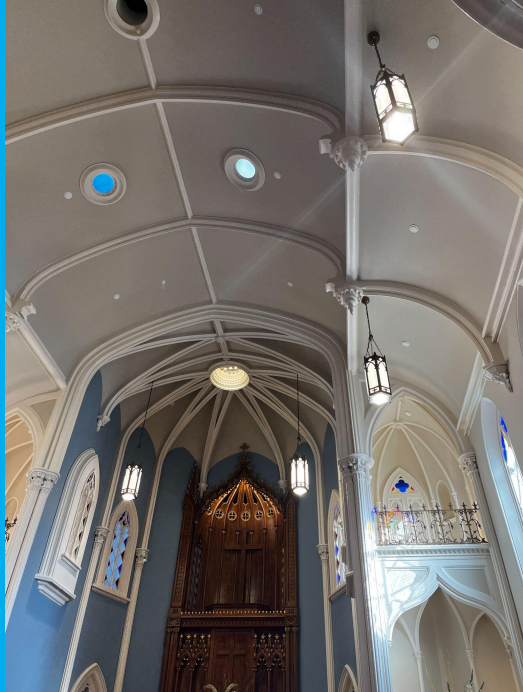
Community Education



- Social media posts
- Ambassador program

2023

Washington Main Street Network



- Ongoing, direct collaboration with Washington Main Street for guidance
- Built strategic mentorship relationships with established Main Street programs
 - Downtown Camas Association
- Connecting with other Main Street programs for ambassador program

2023

Eight Guiding Principles



- Comprehensive
- Incremental
- Self-Help
- Public/Private Partnership
- Identifying and Capitalizing on Existing Assets
- Quality
- Change
- Action Oriented

2023

Additional Funding



- Selected as a successful bidder by Washington State L&I (\$50k over 18 months)
- Sponsorship Prospectus
 - Multiple levels
 - “Friend” of the DBA

2023

Volunteer Outreach



- Increasing network of volunteers
- Organizing pillar committees
 - Design
 - Organization
 - Economic Vitality
 - Promotion

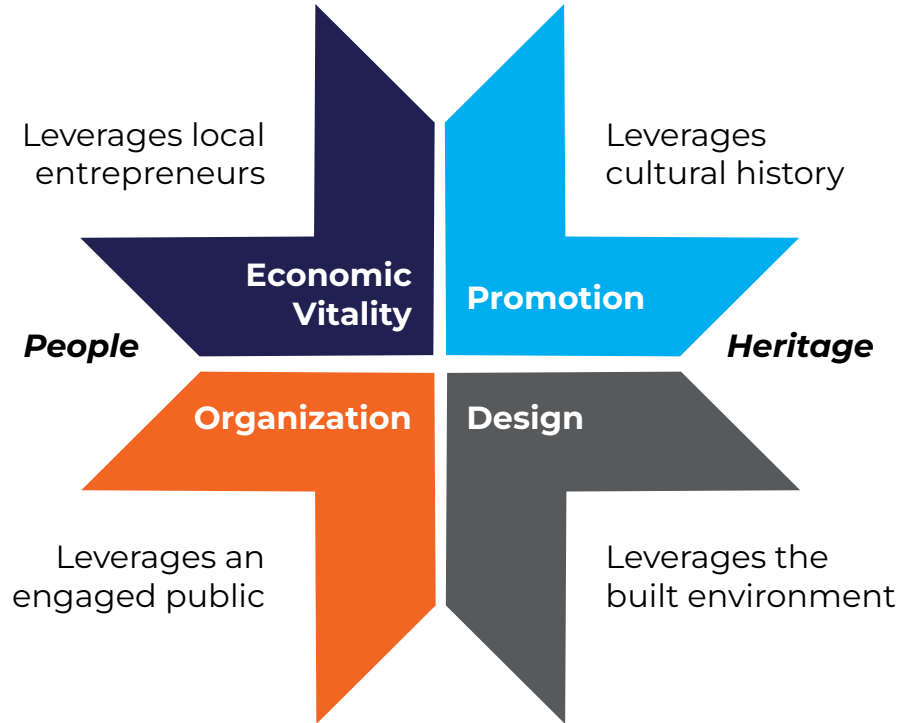
2024 Work Plan

1. Four Pillar Volunteer Committees
2. Executive Director Position
3. Historic Preservation
4. Community Education
5. Financial Stability
6. Program Capacity



2024

Four Pillar Committees



2024

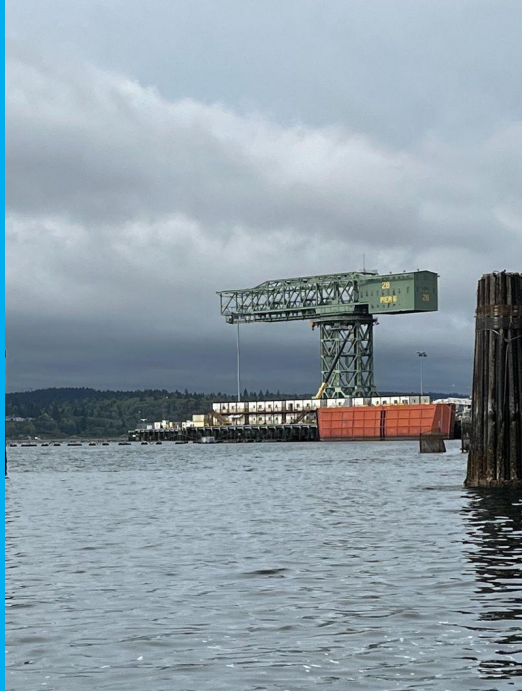
Executive Director Position



- Conduct an in-depth review of the current Executive Director job description
- Research and benchmark against similar Main Street programs or comparable organizations to gather insights on best practices in executive leadership roles
- Develop a comprehensive recruitment plan

2024

Historic Preservation



- Encourage addition of historic preservation policies in the comprehensive plan update
- Present Certified Local Government (CLG) information to the City Council
- Work to understand our downtown's unique architectural character
- Emphasize design consistency downtown

2024

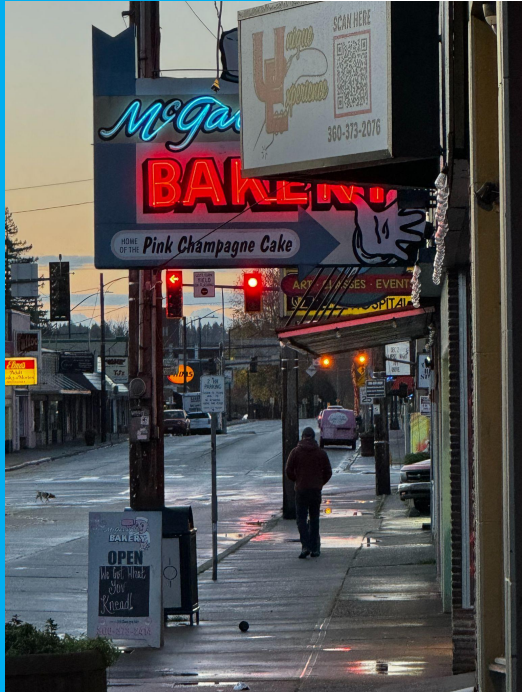
Community Education



- Launch additional community education initiatives
 - Town Hall meetings
 - Kitsap Sun and other media
 - Newsletters
 - Social media

2024

Financial Stability



- Complete a full financial assessment to diversify our funding sources
- Outline sustaining sponsorship levels
- Pursue compatible grant funding
- Build strategic partnerships

2024

Program Capacity



- Assess membership, staffing, and volunteer strengths and needs
- Complete assessment of Board of Directors' effectiveness and growth opportunities
- Outline strategic plans for continued community engagement
- Complete review of program infrastructure and overall path to growth



Questions?

January 10, 2024
City Council Work Session



December 14, 2023

Bremerton City Council
345 6th St, Suite 100
Bremerton, WA 98337

Subject: Downtown Bremerton Association's Commitment to Comprehensive Downtown Revitalization

Dear Members of the City Council:

We are writing to provide a summary of the Downtown Bremerton Association's (DBA) commitment to comprehensive downtown revitalization for the year 2023 and our planned initiatives for 2024. This information aligns with the criteria outlined in the application for "Community" status for our organization through the Washington Main Street Program.

Completed Initiatives in 2023

1. Engagement with Main Street Approach:

- Attendance at the Main Street America conference.
- Extensive participation at Revitalize WA 2023 in Vancouver.
- Confirmed Washington State Main Street Program (WMSP) affiliate status and submitted a letter of intent to pursue community status.
- Focused training from Washington State Main Street Program in March and July 2023.
- Executive leadership training from Washington State Main Street Program in December 2023.
- Board Retreat with strategy session and Washington Main Street's representative's insights in January 2024 scheduled.

2. Optimized Organizational Operations:

- Implemented an intensive and comprehensive organizational platform to include board and volunteer work descriptions, policy manuals, updated bylaws, mission/visions statements, and work plans.

3. Community Education:

- Working to implement diverse initiatives for educating the community on the benefits of the Main Street Program, aimed at building excitement and fostering active engagement. These efforts seek to not only inform but also inspire community members, instilling a sense of excitement and encouraging their active involvement in our downtown revitalization journey.

4. Established Washington Main Street Program (WMSP) Network:

- Ongoing, direct collaboration with Washington Main Street for guidance and support.
- Built strategic mentorship relationships with established Main Street programs, including with the Downtown Camas Association, one of eight semifinalists for Main Street America's 2024 "Great American Main Street."

5. Began engaging in the Eight Guiding Principles of WMSP:

- Comprehensive: Ongoing initiatives, not singular projects, drive lasting progress.
- Incremental: Small projects demonstrate progress and build confidence for larger endeavors.
- Self-Help: Local leadership is essential for sustained success.
- Public/Private Partnership: Collaboration between public and private sectors is crucial for effective support.
- Identifying and Capitalizing on Existing Assets: Leverage local strengths and unique offerings for a solid foundation.
- Quality: Maintain high standards in design, promotion, and events.
- Change: Shift community attitudes through our Main Street program.
- Action Oriented: Regular visible changes reinforce the perception of positive transformation.

6. Additional Funding:

- Successfully submitted a proposal to Washington State L&I for small business outreach services and were selected as an apparent successful vendor. Will be entering contract negotiations and ongoing project management and reporting for this funding.
- Successfully submitted Bremerton LTAC funding request.
- Successfully submitted Port of Bremerton funding request.

7. Volunteer Outreach:

- Building a robust network of DBA volunteers, creating a foundation to launch our four-pillar community committees, Organization Committee, Promotion Committee, Design Committee and Economic Vitality.

Upcoming Initiatives in 2024

1. Launching the Four Pillar Volunteer Committees:

- Activating our volunteers to engage on a personal level with the WMSP program to build excitement and recruitment.
- Complete an assessment of priority projects for each committee.
- Regularly assess committees and projects to identify skill sets and areas for improvement, ensuring ongoing refinement and optimization.

2. Enhance Executive Director Role and Facilitate Successful Recruitment:

- Conduct an in-depth review of the current Executive Director job description, identifying areas for improvement, clarification, and alignment with organizational goals.
- Research and benchmark against similar Main Street programs or comparable organizations to gather insights on best practices in executive leadership roles.
- Clearly define the essential skills, qualifications, and experiences required for success in the Executive Director position, with a focus on the Main Street Approach and downtown revitalization expertise.
- Develop a comprehensive recruitment plan, including strategies for advertising the position, engaging with professional networks, and leveraging social media platforms to attract a diverse pool of qualified candidates.

3. Historic Preservation:

- Continue encouraging the city to include historic preservation policies in the comprehensive plan update.
- Present Certified Local Government (CLG) information to the City Council.
- Work to understand our downtown's unique architectural character, which includes the Streamline Moderne, mid-20th century architecture which demonstrates the impact of defense buildup for WWII at nearby PSNS.
- Emphasize consistency in light standards, flower baskets, and paving to enhance the district's cohesive and recognizable features.

4. Continued Community Education:

- Launch additional initiatives for educating the community, including options such as town hall meetings, connecting with the Kitsap Sun, newsletters, and social media posts.

5. Financial Stability:

- Complete a full financial assessment to diversify our funding sources and optimize our budget.
- Outline sustaining sponsorship levels, complete compatible grant applications, and build strategic partnerships to continue and enhance stakeholder engagement.

6. Program Capacity:

- Complete assessment of staffing and volunteer strengths and needs.
- Complete assessment of board of directors' effectiveness and opportunities for growth.
- Outline strategic plans for continued community engagement.
- Complete review of program infrastructure and overall path to growth.

We appreciate your investment in our organization's commitment to downtown revitalization and look forward to the opportunity to further discuss our plans and achievements.

Sincerely,

Board of Directors
Downtown Bremerton Association

Becoming a Certified Local Government

Historic Preservation
& Its Benefits

What is a Certified Local Government (CLG)?

A certified local government is a local historic preservation commission that has been "certified" by the National Park Service

Program is administered by Washington Department of Archaeology & Historic Preservation (DAHP)



Other CLG Communities in Washington

- Lakewood
- Shoreline*
- Lacey
- Olympia
- Burien*
- Bothell*
- Edmonds

*Interlocal agreement with King County



CLG Requirements

- Pass **historic preservation ordinance**
- Form a **historic preservation commission** (appointed)
 - 5 members with at least 2 professional members
- Commission establishes **bylaws**
- **Staff** member to administer the program and staff commission
- **Certification** through DAHP



CLG Benefits to City

- Special **grants** from DAHP
- Local historic preservation **expertise**
- **Technical assistance** and training from DAHP
- Participation in nominations to the **National Register of Historic Places**
- **Information exchange** with DAHP
- Participation in statewide **preservation programs and planning**



CLG Benefits to Community & Property Owners

- Access to Washington's historic preservation **incentive** - the special tax valuation program
- Increased **awareness** about historic resources in community
- Informed **planning** related to historic properties
- Public **input** through Historic Preservation Commission



Historic Preservation Benefits



- **Environmental:** sustainability | reduce, reuse, recycle
- **Cultural:** tangible resources connected to the past
- **Economic:** rehabilitation of existing buildings creates jobs, with more money spent on labor than new materials

Recommended Next Steps

- Connect with Kitsap County
- Connect with other similarly-sized communities
- Have an information session with public (invite DAHP)



AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

C1

SUBJECT:

Easement Exchange with Meridian Terrace LLC; and Vacant Land Use Purchase and Sale Agreement

Study Session Date: January 10, 2024

COUNCIL MEETING January 17, 2024

Date: _____

Department: PW&U

Presenter: T.Knuckey/S.Walsh/C.Apfelbeck

Phone: (360) 473-5928

SUMMARY:

Meridian Terrace LLC owns approximately 110 acres adjacent to City of Bremerton Utility Land. They will be developing their property for housing and are requesting an easement exchange with the City off McKenna Falls Road W. Meridian is proposing an agreement that has 3 parts:

1. Easement exchange that would give Meridian a 30' Access and Utilities Easement off City property giving them access to three of their parcels. In exchange the City would receive a 30' easement on Meridian property that would give the City access to a culvert and supporting headwall located on Meridian property.
2. Meridian would sell a portion of their property to the City that would act as a buffer between their new development and City property.
3. Meridian would relocate an existing city gate approximately 100 feet west as well as construct several improvements to City property to increase security. Improvements include new chain link fencing as well as access blocking using large boulders or ecology blocks. All work would be completed at Meridian's cost and be done to City specifications.

ATTACHMENTS:

- 1.Easement Exchange and Vacant Land Purchase and Sale Agreement
- 2.PowerPoint presentation

FISCAL IMPACTS (Include Budgeted Amount): Budget for the land purchase is included in the 2024 Capital Budget. The purchase would occur 45 days after an occupancy permit is issued for Single Family Residence and within two years from the date of the agreement being executed, whichever occurs first.

STUDY SESSION AGENDA:

Limited Presentation

Full Presentation

STUDY SESSION ACTION:

Consent Agenda

General Business

Public Hearing

RECOMMENDED MOTION:

Move to approve the Easement Exchange and Vacant Land Purchase and Sale Agreement between the City of Bremerton and Meridian Terrace; 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

EASEMENT EXCHANGE AND VACANT LAND PURCHASE AND SALE AGREEMENT

This easement exchange and vacant land purchase and sale agreement is between the CITY OF BREMERTON, a municipal corporation (“**City**”) and MERIDIAN TERRACE, LLC, a Washington limited liability company (“**Meridian**”).

The City owns real property located in Bremerton, Washington and identified by Kitsap County Tax Parcel Nos. 352401-3-030-1006 and 352401-3-009-1003 (collectively, the “**City’s Parcels**”).

The City also owns certain real property identified by Kitsap County Tax Parcel No. 342401-1-001-1006 used by it for its watershed (“**Watershed Parcel**”). Legal descriptions of the City’s Parcels and of the Watershed Parcel are attached as Exhibit A and incorporated by reference. Access to the City’s Parcels and the Watershed Parcel is through West McKenna Falls Road, located on the City’s Parcels and is protected by a secure gate on West McKenna Falls Road on the City’s Parcels (“**Gate**”).

Meridian owns real property located in Bremerton, Washington and identified by Kitsap County Tax Parcel Nos. 352401-3-010-1000, 352401-3-011-1009, and 342401-4-001-1000 (collectively, the “**Meridian Parcels**”). Legal descriptions of the Meridian Parcels are attached as Exhibit B and incorporated by reference. The Meridian Parcels neighbor and abut to the southeast corner of the Watershed Parcel.

Meridian intends to develop the Meridian Parcels (“**Project**”). As a part of the Project, Meridian intends to construct a single-family residence on the real property identified by Kitsap County Tax Parcel No. 352401-3-010-1000 (the “**SFR**”). In connection with the Project, Meridian wants (a) an access and utility easement across a portion of West McKenna Falls Road located on the City’s Parcels to access the Meridian Parcels, (b) to relocate the City’s Gate on West McKenna Falls Road and perform certain improvements necessary to secure access to the Watershed Parcel, and (c) to subsequently sell certain land to the City to provide a buffer between the Project and the Watershed Parcel.

The City wants (a) an access and utility easement across a portion of the Meridian Parcels to access and maintain the City’s culvert, Gate, and retaining walls, and (b) to buy certain land from Meridian to provide the City additional land around the Watershed Parcel to provide a buffer between the Project and the Watershed Parcel.

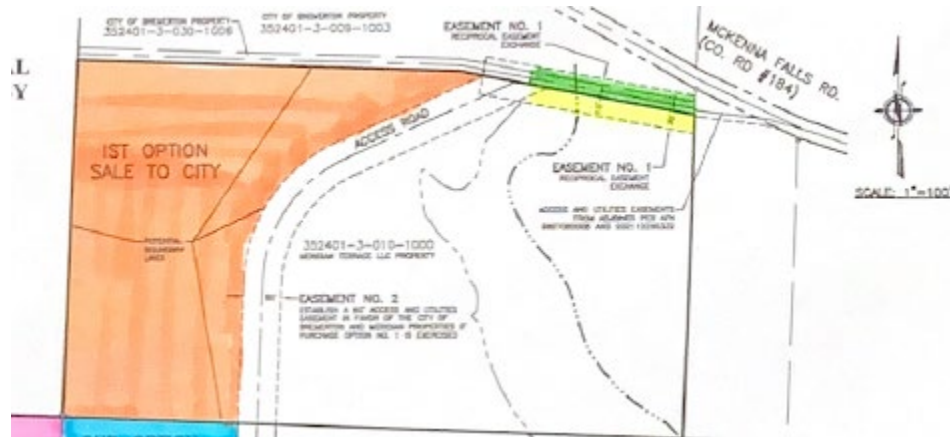
The parties therefore agree as follows:

1. **Grant of Easement to Meridian.** The City grants to Meridian, its successors and assigns, (a) a temporary construction easement, and (b) a perpetual easement for ingress, egress, utilities, and related improvements in the form of Exhibit C (“**Meridian Easement**”). The Meridian Easement shall be granted and recorded on the later to occur of 30 days from the date of this agreement, or 30 days from approval of this agreement by Bremerton’s City Council.

2. **Grant of Easement to the City.** Meridian grants to the City, its successors and assigns, a perpetual easement for ingress, egress, and utilities in the form of Exhibit D (“**City Easement**”). The City Easement shall be granted and recorded on the later to occur of 30 days from the date of this agreement, or 30 days from approval of this agreement by Bremerton’s City Council. An illustration showing the location of the Meridian Easement, the City Easement, and the Gate is attached hereto as Exhibit E.

3. **Boundary Line Adjustment.** Meridian shall prepare, at its sole cost and expense, a boundary line adjustment to adjust the boundaries of Meridian Parcel (352401-3-010-1000) and City

Parcel (352401-3-030-1006) to create a new tract of land as shown in orange in this illustration (“BLA Parcel”):



A temporary legal description of the BLA Parcel is attached as Exhibit F and incorporated by reference. Upon recording the boundary line adjustment with the Kitsap County Auditor, Meridian shall sell and the City shall buy, in accordance with this agreement, the BLA Parcel.

4. Purchase and Sale of BLA Parcel.

Purchase Price. The Purchase Price for the BLA Parcel shall be \$13,702.00 per acre and shall be paid in cash to Meridian at Closing.

Title. Unless otherwise specified in this agreement, title to the BLA Parcel shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with the City’s reasonable use of the BLA Parcel; and reserved oil and/or mining rights. Monetary encumbrances or liens shall be paid or discharged by Meridian on or before Closing. Title will be conveyed by a Boundary Line Adjustment Quit Claim Deed.

Title Insurance. Meridian authorizes Closing Agent, at Meridian’s expense, to apply for the then-current ALTA standard form owner’s policy title insurance from the Title Insurance Company for the BLA Parcel being conveyed pursuant to the Boundary Line Adjustment. The Title Insurance Company shall send a copy of the preliminary commitment to the parties. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided.

If title cannot be made so insurable prior to the Closing Date, then as the City’s sole and exclusive remedy, the Meridian Easement shall terminate.

Closing and Possession. This boundary line adjustment and sale of the BLA Parcel shall be closed by Pacific Northwest Title Company (“**Closing Agent**”) concurrently on the earlier to occur of (a) 45 days after Kitsap County issues a certificate of occupancy for the SFR, and (b) two years from the date of this agreement (“**Closing Date**”). Meridian shall

maintain the BLA Parcel in its present condition until the City is entitled to possession. Meridian shall not enter or modify existing leases or rental agreements, service contracts, or other agreements affecting the BLA Parcel which have terms extending beyond Closing without first obtaining the City's consent, which shall not be unreasonably withheld.

Closing Costs and Prorations. Meridian shall pay the premium for the owner's standard coverage title policy. The City shall pay the excess premium attributable to any extended coverage or endorsements requested by it, and the cost of any survey required in connection with the same. Meridian shall pay all the escrow fees. Any real estate excise taxes shall be paid by the party who bears primary responsibility for payment under the applicable statute or code.

FIRPTA. Meridian is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Closing Agent will prepare the required certification, which will be signed by Meridian.

Meridian's Representations. Meridian represents to the City that, to the best of Meridian's actual knowledge, each of the following is true as of the date of this agreement: (a) Meridian is authorized to enter into this agreement, to sell the BLA Parcel, and to perform its obligations under this agreement; (b) There is no pending or threatened litigation which would adversely affect the BLA Parcel or the City's ownership thereof after Closing; (c) There is no pending or threatened condemnation or similar proceedings affecting the BLA Parcel; (d) Meridian has paid (except to the extent prorated at Closing) all local, state and federal taxes attributable to the period before Closing which, if not paid, could constitute a lien on the BLA Parcel (including any personal property), or for which the City may be held liable after Closing; (e) Meridian shall bear the risk of any loss of or damage to the BLA Parcel at all times until Closing; (f) There are no Hazardous Substances (as defined below) currently located in, on, or under the BLA Parcel in a manner or quantity that presently violates any Environmental Law (as defined below); there are no underground storage tanks located on the BLA Parcel; and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the BLA Parcel. The term "**Hazardous Substances**" means any substance or material now or later defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("**Environmental Law**"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

If prior to Closing Meridian or the City discovers any information which would cause any of the representations above to be false if the same were deemed made as of the date of such discovery, then the party discovering the same shall promptly notify the other party in writing. If the newly discovered information will result in costs or liability to the City in excess of the lesser of \$10,000 or five percent (5%) of the purchase price stated in this agreement, or will materially adversely affect the City's intended use of the BLA Parcel, then the City shall have the right to terminate this agreement, including the Meridian Easement. The City shall give notice of termination within five (5) days of discovering or receiving written notice of the new information. Nothing in this paragraph shall prevent

the City from pursuing its remedies against Meridian if Meridian had actual knowledge of the newly discovered information such that a representation provided for above was false.

5. **Entire Agreement.** This agreement, together with all documents incorporated herein, constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

6. **Counterparts.** This agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement. Execution by facsimile, by scanned attachments, or by electronic signature has the same force and effect as an original.

7. **Modification.** No amendment of this agreement will be effective unless it is in writing and signed by the parties.

8. **Assignment.** Meridian may not assign this agreement, or its rights hereunder, without the City's prior written consent.

9. **Governing Law; Attorney's Fees.** This agreement and all claims or cause of action arising out of, or relating to this agreement will be governed by and construed in accordance with the laws of the State of Washington without regard to the chosen jurisdiction's choice-of-law principles. If any dispute arises concerning this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

10. **Default.** If either party fails to perform any obligation under this agreement, the non-defaulting party may (a) bring suit to recover its actual damages, (b) bring suit to specifically enforce this agreement and to recover any incidental damages or (c) pursue any other rights or remedies available at law or in equity.

11. **Representation and Warranty.** Each party represents and warrants to the other that (a) it has the legal right, authority to enter into this agreement and to satisfy its terms and provisions; (b) the individual(s) signing this agreement on its behalf have the authority to bind the party and to enter into this agreement; and (c) it has taken all required action(s) to legally authorize the execution, delivery, and performance of this agreement.

12. **Notices.** All notices and other communications provided for herein shall be in writing and shall be deemed properly served (i) if delivered in person to the party to whom it is addressed, or (ii) 3 business days after deposit with Federal Express or another overnight courier service, or in the U.S. mail, postage prepaid, certified or registered mail, return receipt requested. The addresses to be used in connection with such notices and communications are the following, or such other address as a party shall from time to time direct:

City of Bremerton
Attn: City Attorney
345 Sixth Street
Bremerton, WA 98337

Meridian Terrace, LLC
PO Box 26116
Federal Way WA 98093

Any notice to a subsequent owner of the City Parcels or the Meridian Parcels, or any portion thereof, shall be delivered to the address provided by such owner or, absent such address, to the address reflected in the records of the Kitsap County Assessor.

13. **Effectiveness; Date.** This agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this agreement on the date stated opposite that party's signature.

CITY OF BREMERTON

Date: _____, 2023

By: _____
Greg Wheeler
Mayor

MERIDIAN TERRACE, LLC

Date: _____, 2023

By: _____
David J. Litowitz
Member

EXHIBIT A
LEGAL DESCRIPTION OF THE CITY'S PARCELS AND THE WATERSHED PARCEL

Kitsap County Tax Parcel No: 352401-3-030-1006

A STRIP OF LAND TWENTY (20) FEET WIDE BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 34 AND 35, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M.: THENCE SOUTH 746.47 FEET ALONG THE WEST LINE OF SECTION 35 TO THE CENTERLINE OF THE EXISTING ROADWAY AND THE TRUE POINT OF BEGINNING, THENCE NORTH 89° 35' 30" EAST 600.90 FEET; THENCE SOUTH 86°40'00" EAST 393.36 FEET MORE OR LESS TO THE EAST LINE OF THE WEST 30 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M.

Kitsap County Tax Parcel No: 352401-3-009-1003

THAT PORTION OF THE WEST THREE QUARTERS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 1 WEST, LYING SOUTHERLY OF COUNTY ROAD NO 184, AND NORTHERLY OF THE NORTHERLY LINE OF 20-FOOT STRIP OF LAND CONVEYED TO CITY OF BREMERTON UNDER AUDITOR'S FILE NO. 841026

SITUATE IN KITSAP COUNTY, WASHINGTON.

Kitsap County Tax Parcel No: 352401-1-001-1006 (Watershed Parcel)

SECTION 34, T 24 N, R 1W, W.M. IN KITSAP COUNTY, WASHINGTON EXCEPT THE S1/2, SW1/4 AND THE S1/2, SE 1/4, THEREOF.
TOGETHER WITH VACATED MINARD ROAD PER AFN 2012060199.

EXHIBIT B
LEGAL DESCRIPTION OF MERIDIAN PARCELS

Kitsap County Tax Parcel No: 352401-3-010-1000

The West three-quarters of the Northwest one-quarter of the Southwest one-quarter, Section 35, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington, lying Southerly of the Southerly line of the 20-foot strip of land conveyed to the City of Bremerton under Auditor's File No. 841026.

Kitsap County Tax Parcel No: 352401-3-011-1009

The Southwest quarter of the Southwest quarter, Section 35, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington;

Except the East half of the East half thereof.

Kitsap County Tax Parcel No: 342401-4-001-1000

The Southeast quarter of the Southeast quarter, Section 34, Township 24 North, Range 1 West, W.M., in Kitsap County Washington.

EXHIBIT C
MERIDIAN EASEMENT
(SEE EASEMENT AGREEMENT)

Return Address: City Clerk
 City of Bremerton
 239 Fourth Street
 Bremerton, WA 98337

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s):	1. Easement Agreement
Reference Number(s) of Documents assigned or released:	<u>N/A</u>
Grantor(s):	1. CITY of BREMERTON, a municipal corporation
<input type="checkbox"/> Additional Grantor	_____
Grantee(s):	1. MERIDIAN TERRACE, LLC, a Washington limited liability company
<input type="checkbox"/>	_____
Legal Description:	Northwest quarter of the Southwest quarter of Section 35, T.24N., R1W., W.M., Kitsap County, Washington
<input type="checkbox"/> Additional legal is on page	_____ of document.
Assessor's Property Tax Parcel/Account Number:	352401-3-030-1006, 352401-3-009-1003, 352401-3-010-1000,
Project Name:	

EASEMENT AGREEMENT

This easement agreement is between the CITY OF BREMERTON, a municipal corporation (“**Grantor**”) and MERIDIAN TERRACE, LLC, a Washington limited liability company (“**Grantee**”).

Grantor owns real property located in Bremerton, Washington and identified by Kitsap County Tax Parcel Nos. 352401-3-030-1006 and 352401-3-009-1003 (collectively, the “**City’s Parcels**”). The City also owns certain real property identified by Kitsap County Tax Parcel No. 342401-1-001-1006 and used by it for its watershed (the “**Watershed Parcel**”). Legal descriptions of the City’s Parcels and of the Watershed Parcel are attached hereto as Exhibit A.

Grantee owns real property located in Bremerton, Washington and identified by Kitsap County Tax Parcel Nos. 352401-3-010-1000, 352401-3-011-1009, and 342401-4-001-1000 (collectively, the “**Meridian Parcels**”). Legal descriptions of the Meridian Parcels are attached as Exhibit B

The parties agree as follows:

1. **Grant of Temporary Construction Easement.** Grantor hereby grants to Grantee a temporary construction easement (“TCE”) through, over and across the real property described on attached Exhibit C (the “Easement Area”). The TCE shall be used for relocating the City’s gate on West McKenna Falls Road and to install fencing and boulders or eco blocks in a manner that protects and secures access to the City’s Watershed Parcel (the “Improvements”).
2. **Development, Construction, and Maintenance of Improvements.** Promptly following the recording of this easement agreement, Meridian will cause the City’s gate on West McKenna Falls Road to be moved to the area shown on Exhibit D and will install fencing and boulders or eco blocks in the areas shown on Exhibit D to protect and secure access to the City’s Watershed Parcel. Meridian’s work in developing, constructing, and moving the Improvements (the “Work”) shall be performed in a good and workmanlike manner, with the worksite kept in a safe and sanitary condition, and with all Work performed in material conformity with good engineering and building practices and all applicable laws, rules, codes, regulations, ordinances, and statutes, and in a manner that prevents: (i) physical damage to the City’s Parcels, (ii) impairment of the City’s use of the City’s Parcels, (iii) impairment of the security of the Watershed Parcel, or (iv) impairment of the normal function of any utilities located on or servicing the City’s Parcels. Meridian shall provide the City no less than 20 days advance written notice before commencement of any Work, and shall further cause all Work to be completed by licensed, bonded contractors. Meridian shall be solely responsible for the costs and expense of the Improvements and Work. The City shall have continued access and use of the TCE easement area during the term of the TCE.
3. **Termination of TCE.** This TCE shall terminate on the earlier of: (a) completion of the Improvements and Work, and (b) one year from the date this easement agreement is recorded with the Kitsap County Auditor’s Office.
4. **Grant of Access and Utility Easement.** Upon completion of the Improvements and Work, Grantor hereby grants and assigns to Grantee for the benefit of the Meridian Parcels a perpetual right, permit, license and easement for the purpose of ingress and egress and utilities over, under, across and upon the real property described in Exhibit C.
5. **Restoration.** After completion of the Improvements and Work, Grantee shall restore the Easement Area to a condition comparable to its original condition when the Work commenced. If any portion of the City’s Parcels are damaged due to the use of the Meridian Easement at any time, Meridian shall promptly replace or restore the City’s Parcels to a condition that is substantially similar to that which existed prior to such damage.
6. **Insurance.** Before commencing any Work within the Meridian Easement area, Meridian shall maintain commercial general liability insurance covering activities

arising on or from Work within the Meridian Easement area in an amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, together with such other commercially reasonable and customary insurance as the City may reasonably require from time to time. Meridian shall cause the City, at no cost to the City and on a non-contributory basis, to be named as an additional insured on said insurance policy(ies). All insurance shall be with insurers rated at least "A:VIII" in the current edition of Best's Insurance guide.

7. **Not a Public Dedication.** This agreement shall not be considered to be a gift or dedication of any portion of the City's Parcels or the Meridian Parcels to the general public or for the general public or for any public purpose whatsoever, and this agreement shall be strictly limited to and for the purposes expressed herein.
8. **Use by Grantor.** Grantee warrant that Grantor will have access to the Easement Area at all times for itself, its employees, and its vendors, to the extent consistent with safety and normal construction practices.
9. **Release and Indemnity.** Grantee agrees to indemnify Grantor from and against any all claims of liability, loss, damage, expense or actions asserted or arising directly or indirectly from acts or omissions of Grantee and/or its servants, agents, employees, licensees or contractors in the exercise of the right granted in the easement agreement.
10. **Liens.** Grantee shall pay no later than 30 days of notice, any lien(s) arising directly or indirectly from acts or omissions of Grantee and/or its servants, agents, employees, licensees, and contractors in the exercise of the rights granted under this easement agreement; or alternatively, to promptly arrange for the removal of the lien(s) by establishing an escrow account and depositing a sum of money equal to 150% of the amount of the lien(s) if the lien(s) is or are disputed by Grantee.
11. **Covenants Running with the Land.** The easement and the obligations and restrictions hereby imposed and the agreements contained herein shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, including without limitation, subsequent owners of the Meridian Parcels and the City Parcels and all persons or entities claiming through and/or under them.
12. **Counterparts.** This agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement. Execution by facsimile, by scanned attachments, or by electronic signature has the same force and effect as an original.
13. **Modification.** No amendment of this agreement will be effective unless it is in writing and signed by the parties.
14. **Governing Law; Attorney's Fees.** This agreement and all claims or cause of action arising out of, or relating to this agreement will be governed by and construed in

accordance with the laws of the State of Washington without regard to the chosen jurisdiction's choice-of-law principles. If any dispute arises concerning this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

GRANTOR:

CITY OF BREMERTON

Date: _____, 2023

By: _____
Greg Wheeler
Mayor

GRANTEE:

MERIDIAN TERRACE, LLC

Date: _____, 2023

By: _____
David J. Litowitz
Member

EXHIBIT A

**LEGAL DESCRIPTION OF THE CITY'S PARCELS AND THE WATERSHED
PARCEL**

Kitsap County Tax Parcel No: 352401-3-030-1006

A STRIP OF LAND TWENTY (20) FEET WIDE BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 34 AND 35, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M.: THENCE SOUTH 746.47 FEET ALONG THE WEST LINE OF SECTION 35 TO THE CENTERLINE OF THE EXISTING ROADWAY AND THE TRUE POINT OF BEGINNING, THENCE NORTH 89° 35' 30" EAST 600.90 FEET; THENCE SOUTH 86°40'00" EAST 393.36 FEET MORE OR LESS TO THE EAST LINE OF THE WEST 30 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M.

Kitsap County Tax Parcel No: 352401-3-009-1003

THAT PORTION OF THE WEST THREE QUARTERS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 1 WEST, LYING SOUTHERLY OF COUNTY ROAD NO 184, AND NORTHERLY OF THE NORTHERLY LINE OF 20-FOOT STRIP OF LAND CONVEYED TO CITY OF BREMERTON UNDER AUDITOR'S FILE NO. 841026

SITUATE IN KITSAP COUNTY, WASHINGTON.

Kitsap County Tax Parcel No: 352401-1-001-1006 (Watershed Parcel)

SECTION 34, T 24 N, R 1W, W.M. IN KITSAP COUNTY, WASHINGTON EXCEPT THE S1/2, SW1/4 AND THE S1/2, SE 1/4, THEREOF.
TOGETHER WITH VACATED MINARD ROAD PER AFN 2012060199.

EXHIBIT B

LEGAL DESCRIPTION OF MERIDIAN PARCELS

PARCELS 3,4,5 -----(352401-3-010-1000); (352401- 3-011-1009); and (342401-4-001-1000)

(3) The West three-quarters of the Northwest one-quarter of the Southwest one-quarter, Section 35, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington, lying Southerly of the Southerly line of the 20-foot strip of land conveyed to the City of Bremerton under Auditor's File No. 841026.

(4) The Southwest quarter of the Southwest quarter, Section 35, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington;
Except the East half of the East half thereof.

(5) The Southeast quarter of the Southeast quarter, Section 34, Township 24 North, Range 1 West, W.M., in Kitsap County Washington.

EXHIBIT C

LEGAL DESCRIPTION OF EASEMENT AREA

PARCEL 1 -----(352401-3-030-1006) (Reference AFN 841026)

The East 360 feet of the following described parcel:

A strip of land twenty (20) feet wide being 10 feet on each side of the following described line: Beginning at the Quarter Corner common to Sections 34 and 35, Township 24 North, Range 1 West, W.M.: Thence South 746.47 feet along the West line of Section 35 to the centerline of the existing roadway and the true point of beginning, thence North 89° 35' 30" East 600.90 feet; thence South 86°40'00" East 393.36 feet more or less to the East line of the West 30 acres of the Northwest quarter of the Southwest quarter of Section 35, Township 24 North, Range 1 West, W.M.

PARCEL 2 -----(352401-3-009-1003) (Reference AFN 909710)

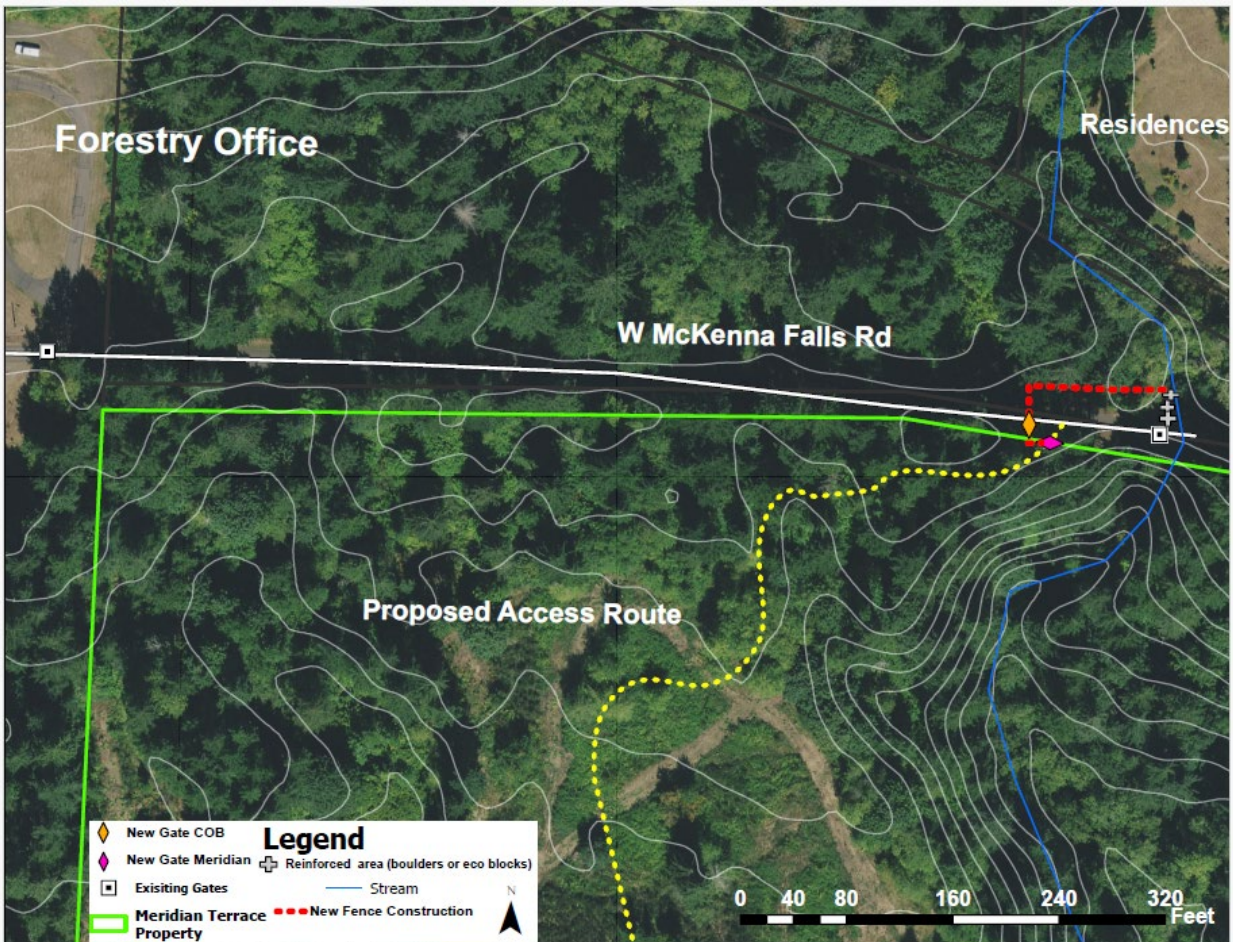
The South 10 feet of the East 360 feet of the following described Parcel:

That portion of the West 3/4 (three quarters) of the Northwest quarter of the Southwest quarter of Section 35, Township 24 North, Range 1 West, lying Southerly of County Road No 184 , and Northerly of the Northerly line of 20-foot strip of land conveyed to City of Bremerton under Auditor's File No.-841026
Situate in Kitsap County, Washington.

EXHIBIT D

ILLUSTRATION OF LOCATION OF IMPROVEMENTS

Fence Specifications: 10 foot spacing, and concrete post placements, 2 3/8" Line posts, 2 7/8" Terminal posts, 1 5/8" top rail. Chain link fabric is 9-gauge, 6 foot tall, 3 strands barb wire / arms top and tension wire below



**EXHIBIT D
CITY EASEMENT
(SEE EASEMENT AGREEMENT)**

Return Address: City Clerk
City of Bremerton
239 Fourth Street
Bremerton, WA 98337

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s):	1. Easement Agreement
Reference Number(s) of Documents assigned or released:	<u>N/A</u>
Grantor(s):	1. MERIDIAN TERRACE, LLC, a Washington limited liability company
<input type="checkbox"/>	Additional Grantor _____
Grantee(s):	1. CITY OF BREMERTON, a municipal corporation
<input type="checkbox"/>	_____
Legal Description:	Northwest quarter of the Southwest quarter of Section 35, T.24N., R1W., W.M., Kitsap County, Washington
<input type="checkbox"/>	Additional legal is on page _____ of document.
Assessor's Property Tax Parcel/Account Number:	352401-3-030-1006, 352401-3-009-1003, 352401-3-010-1000
Project Name:	

EASEMENT AGREEMENT

This easement agreement is between the MERIDIAN TERRACE, LLC, a Washington limited liability company ("**Grantor**"), and CITY OF BREMERTON, a municipal corporation ("**Grantee**").

Grantor owns real property located in Bremerton, Washington and identified by Kitsap County Tax Parcel No. 352401-3-010-1000 which is legally described as:

The West three-quarters of the Northwest one-quarter of the Southwest one-quarter, Section 35, Township 24 North, Range 1 West, W.M., in Kitsap County, Washington, lying Southerly of the Southerly line of the 20-foot strip of land conveyed to the City of Bremerton under Auditor's File No. 841026.

(the "**Meridian Parcel**").

Grantee owns real property located in Bremerton, Washington and identified by Kitsap County Tax Parcel Nos. 352401-3-030-1006 and 352401-3-009-1003 (collectively, the “City’s Parcels”). Legal descriptions of the City’s Parcels are as follows:

Kitsap County Tax Parcel No: 352401-3-030-1006

A STRIP OF LAND TWENTY (20) FEET WIDE BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 34 AND 35, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M.: THENCE SOUTH 746.47 FEET ALONG THE WEST LINE OF SECTION 35 TO THE CENTERLINE OF THE EXISTING ROADWAY AND THE TRUE POINT OF BEGINNING, THENCE NORTH 89° 35’ 30” EAST 600.90 FEET; THENCE SOUTH 86°40’00” EAST 393.36 FEET MORE OR LESS TO THE EAST LINE OF THE WEST 30 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M.

Kitsap County Tax Parcel No: 352401-3-009-1003

THAT PORTION OF THE WEST THREE QUARTERS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 1 WEST, LYING SOUTHERLY OF COUNTY ROAD NO 184, AND NORTHERLY OF THE NORTHERLY LINE OF 20-FOOT STRIP OF LAND CONVEYED TO CITY OF BREMERTON UNDER AUDITOR’S FILE NO. 841026

SITUATE IN KITSAP COUNTY, WASHINGTON.

The parties agree as follows:

1. **Grant of Access and Utility Easement.** Grantor hereby grants and assigns to Grantee a perpetual right, permit, license and easement for the purpose of ingress and egress and to maintain and repair the City’s culvert, gate, and retaining walls, and for utilities over, under, across and upon the real property described in Exhibit A (the “Easement Area”).
2. **Covenants Running with the Land.** The easement and the obligations and restrictions hereby imposed and the agreements contained herein shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, including without limitation, subsequent owners of the Meridian Parcels and the City Parcels and all persons or entities claiming through and/or under them.
3. **Counterparts.** This agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement. Execution by facsimile, by scanned attachments, or by electronic signature has the same force and effect as an original.

4. **Modification.** No amendment of this agreement will be effective unless it is in writing and signed by the parties.
5. **Governing Law; Attorney's Fees.** This agreement and all claims or cause of action arising out of, or relating to this agreement will be governed by and construed in accordance with the laws of the State of Washington without regard to the chosen jurisdiction's choice-of-law principles. If any dispute arises concerning this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

GRANTOR:

MERIDIAN TERRACE, LLC

Date: _____, 2023

By: _____
David J. Litowitz
Manager

GRANTEE:

CITY OF BREMERTON

Date: _____, 2023

By: _____
Greg Wheeler
Mayor

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

I certify that I know or have satisfactory evidence that **(name of person)** is the person who appeared before me, and said person acknowledge that (he/she) signed the instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the (type of authority, e.g., officer, trustee, etc.) of **(name of party on behalf of whom instrument was executed)** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ___ day of _____, 2023.

NOTARY PUBLIC in and for the
State of Washington
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

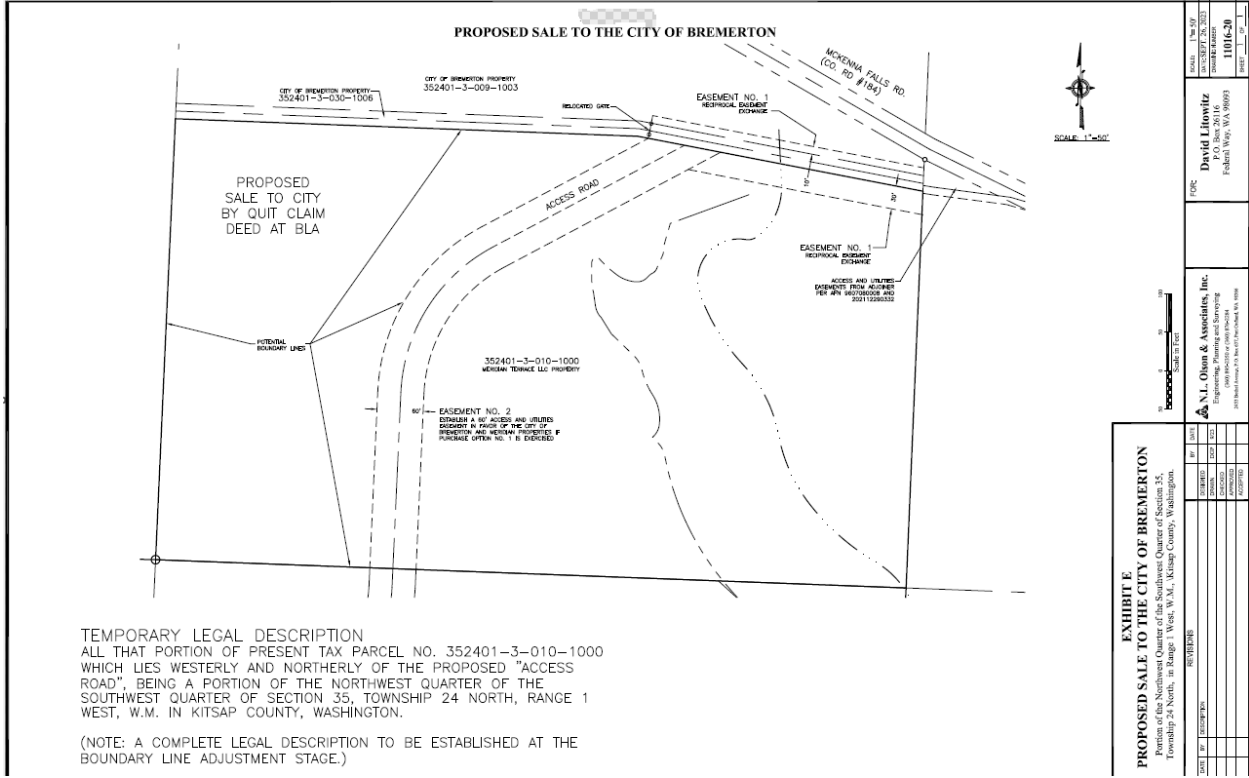
I certify that I know or have satisfactory evidence that **(name of person)** is the person who appeared before me, and said person acknowledge that (he/she) signed the instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the (type of authority, e.g., officer, trustee, etc.) of **(name of party on behalf of whom instrument was executed)** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ___ day of _____, 2023.

NOTARY PUBLIC in and for the
State of Washington
Residing at: _____
My Commission Expires: _____

EXHIBIT A

EASEMENT AREA



TEMPORARY LEGAL DESCRIPTION
 ALL THAT PORTION OF PRESENT TAX PARCEL NO. 352401-3-010-1000 WHICH LIES WESTERLY AND NORTHERLY OF THE PROPOSED "ACCESS ROAD", BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 1 WEST, W.M. IN KITSAP COUNTY, WASHINGTON.

(NOTE: A COMPLETE LEGAL DESCRIPTION TO BE ESTABLISHED AT THE BOUNDARY LINE ADJUSTMENT STAGE.)

EXHIBIT E
PROPOSED SALE TO THE CITY OF BREMERTON
 Portion of the Northwest Quarter of the Northwest Quarter of Section 35, Township 24 North, Range 1 West, W.M., Kitsap County, Washington

DATE	BY	REVISION

Scale in feet

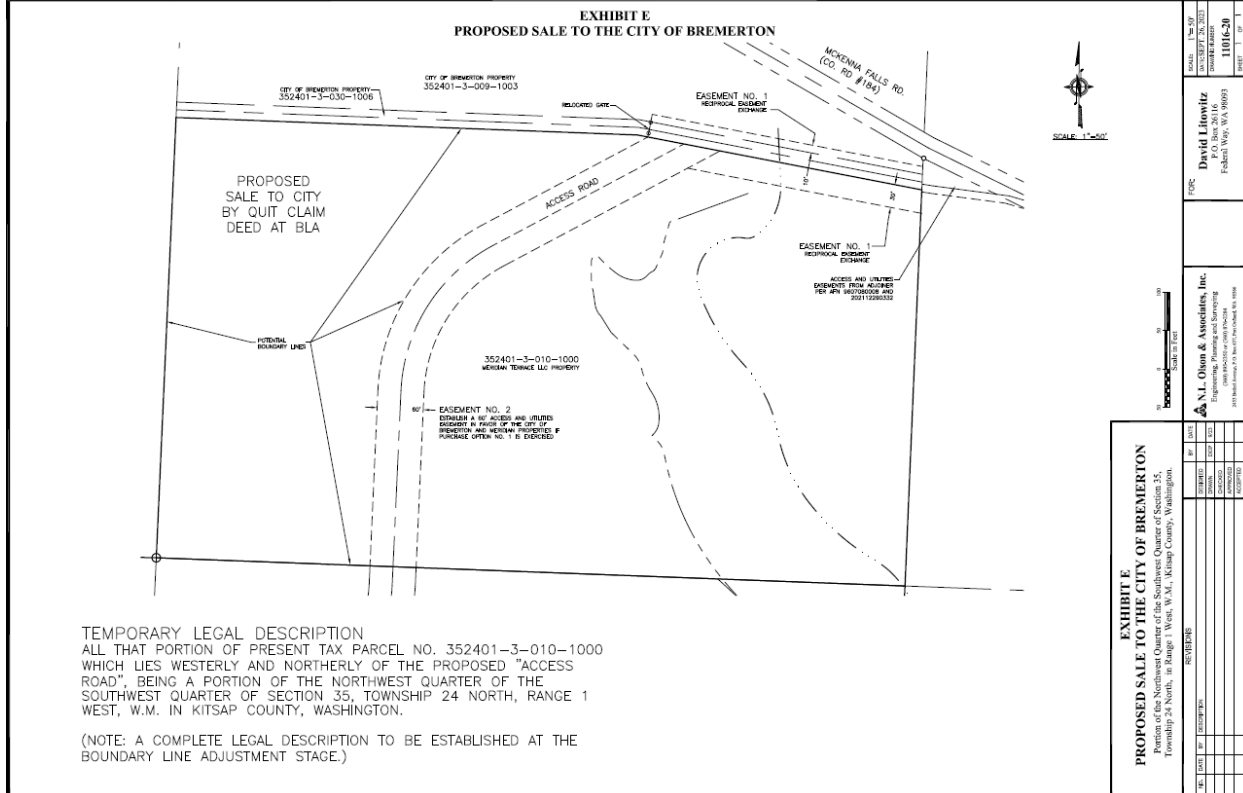
A. N. Olson & Associates, Inc.
 Engineering, Planning and Surveying
 10000 1st Avenue, NE, Everett, WA 98203
 Phone: (425) 336-1111
 Fax: (425) 336-1112

FOC: **David J. Hertz**
 P.O. Box 20116
 Federal Way, WA 98003

Drawing No. 17-09-003
 Sheet No. 1 of 1
 1106-30

EXHIBIT E
ILLUSTRATION OF MERIDIAN EASEMENT AND CITY EASEMENT

**EXHIBIT F
LEGAL DESCRIPTION AND ILLUSTRATION OF BLA PARCEL**

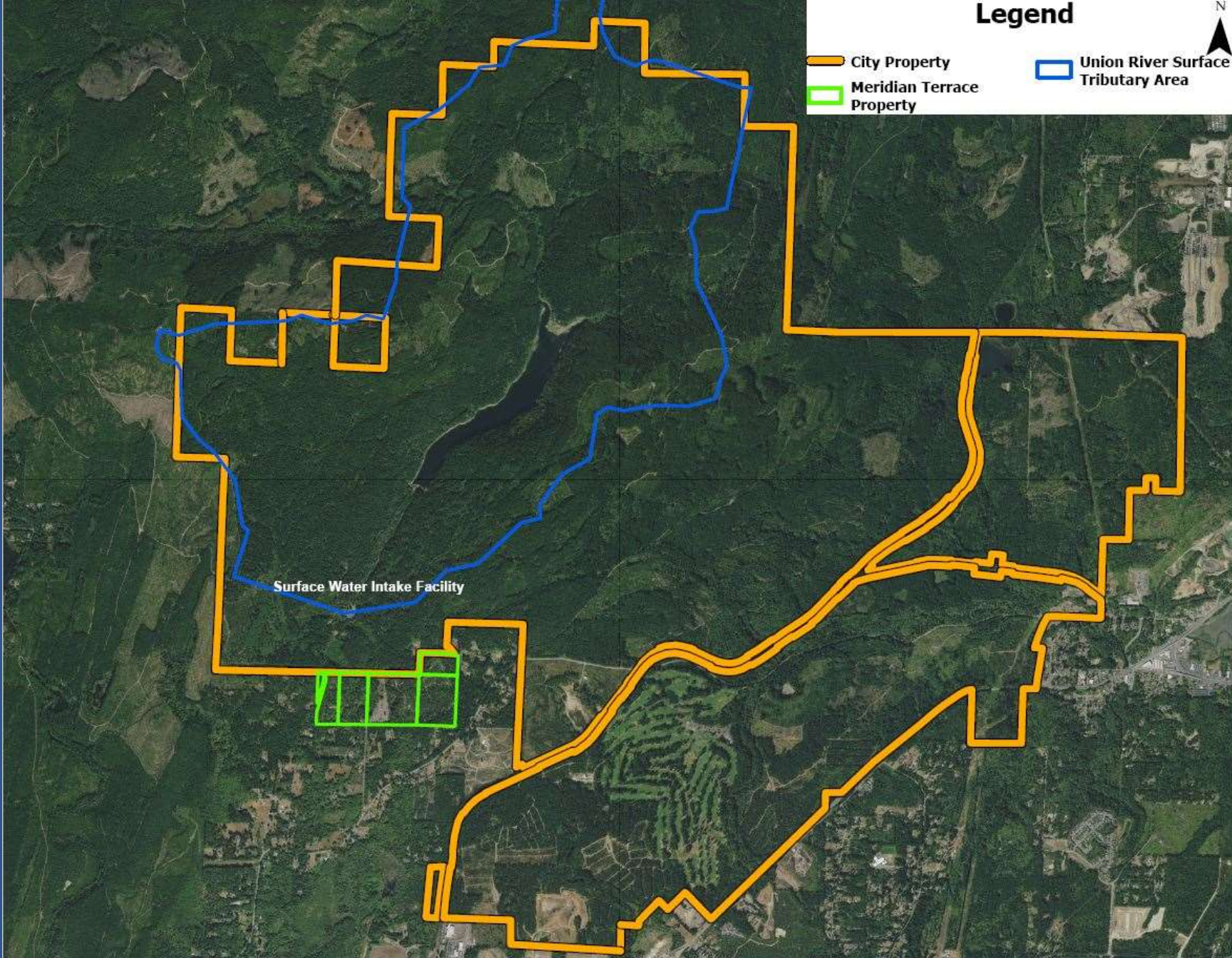


Introduction

Proposed Easement

- Easement exchange with Meridian Terrace
- Includes agreement for land sale to COB
- Net improvement to watershed security





Background

Union River Watershed Tributary Basin

- Approx 3,000 Acres

Total COB Watershed and Utility Lands

- Approx 8,000 Acres

Easement Proposal

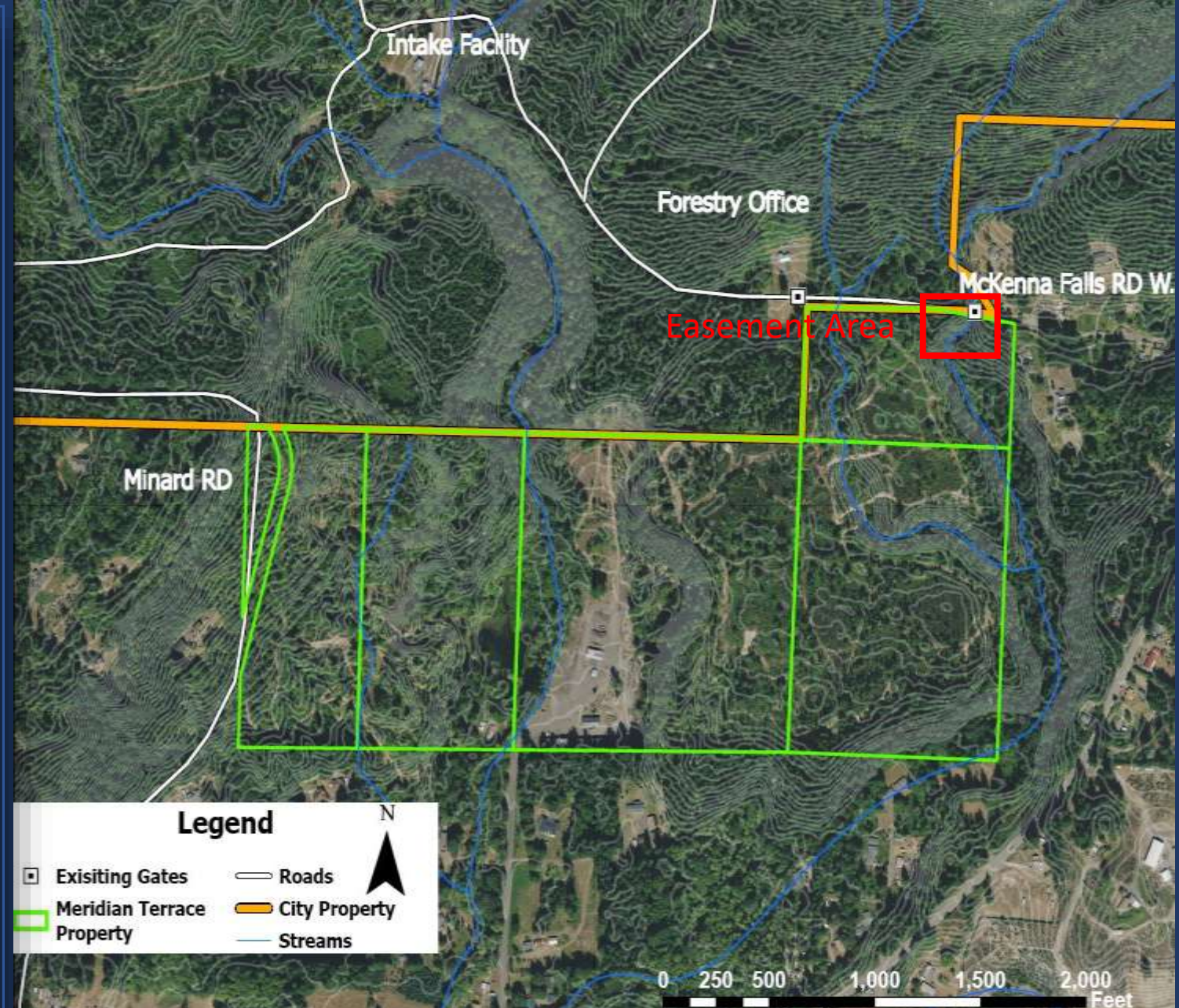
Current Conditions

Meridian Terrace Property

- Approx 110 Acres in Kitsap County, not within Bremerton City Limits
- Downstream of Bremerton Watershed Tributary area
- Requests Easement from City off McKenna Falls Rd.

McKenna Falls Rd

- County Rd that becomes City owned on City Property
- Currently 9 Residences with access off McKenna Falls Rd
- Easement located in SE Corner of COB Property



Proposed Agreement

Easement Exchange

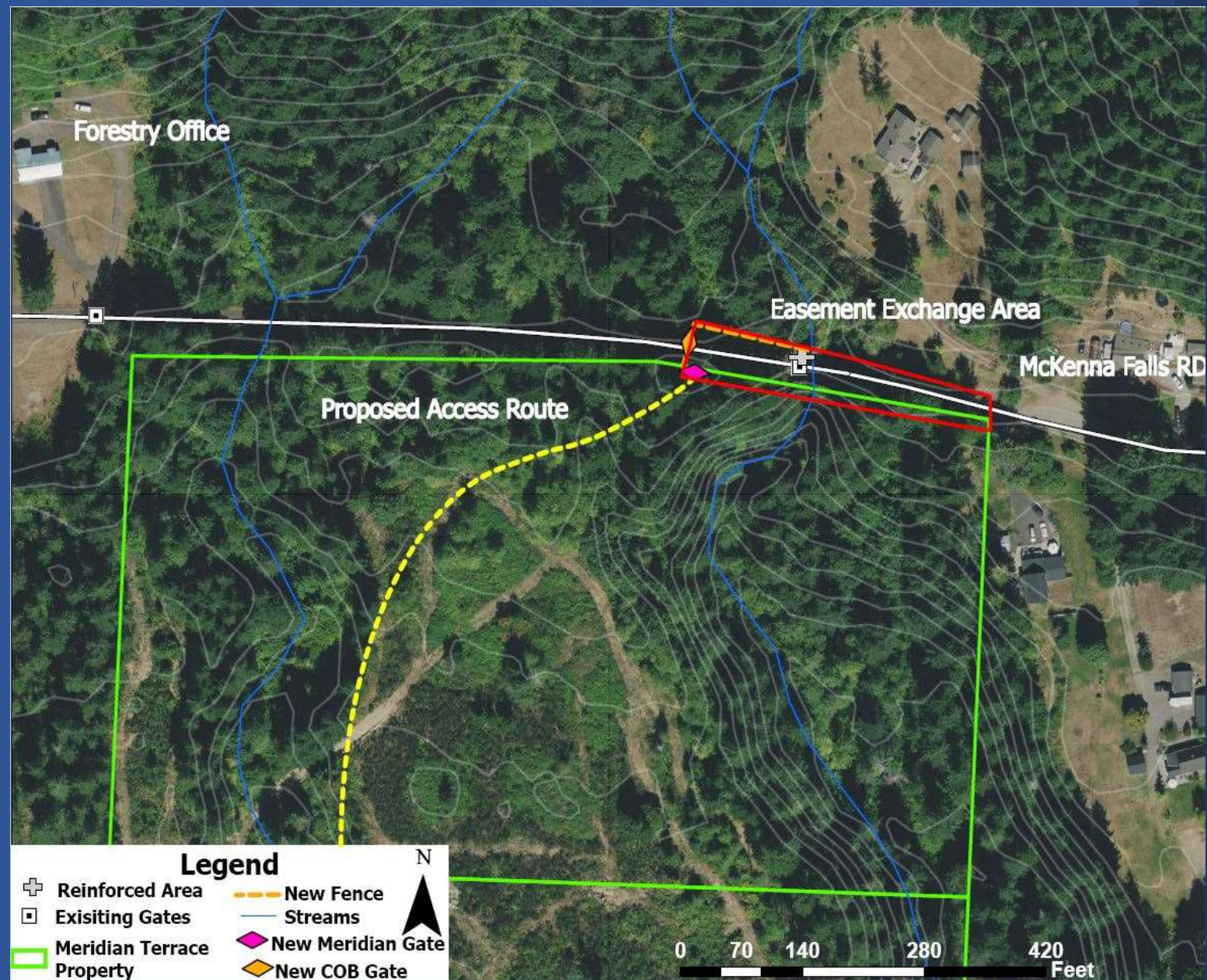
- 30' Access & Utilities Easement to Meridian Terrace to access their properties
- 30' Easement to City for access to headwall and culvert on Meridian property

Property Sale

- Sale of Meridian property to City to increase buffer. Also includes easement to City for property access

Security Improvements

- Meridian to move existing City gate 100 feet west. New gate to be reinforced with chain link fence and access blocking at Meridian cost

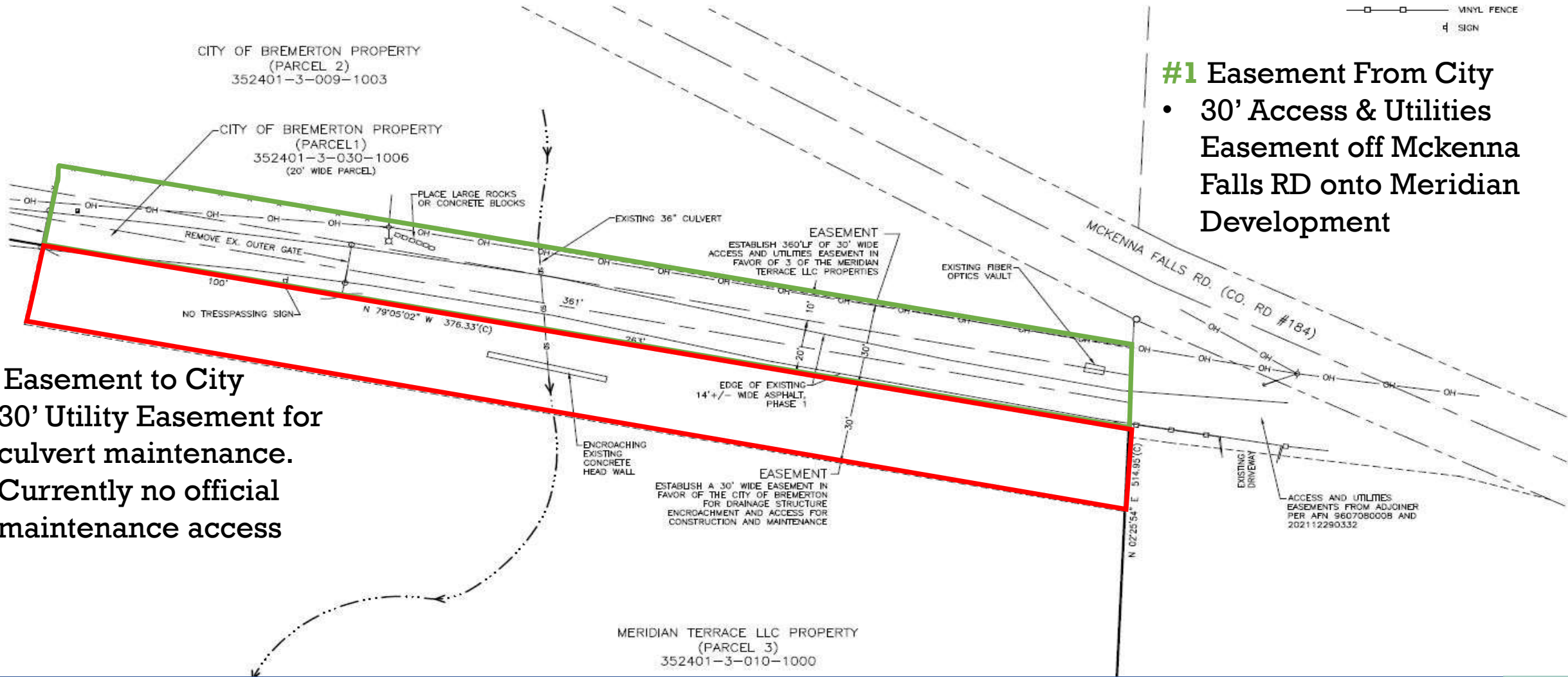


Proposed Easement Exchange

EXHIBIT FOR RECIPROCAL EASEMENT AND TEMPORARY EASEMENT FOR GATE RELOCATION BETWEEN THE CITY OF BREMERTON AND MERIDIAN TERRACE LLC

LEGEND

- UTILITY POLE
- UTILITY POLE WITH LIGHT
- ◇ GUY ANCHOR
- OH — OH OVERHEAD UTILITY LINES
- CULVERT
- VINYL FENCE
- SIGN



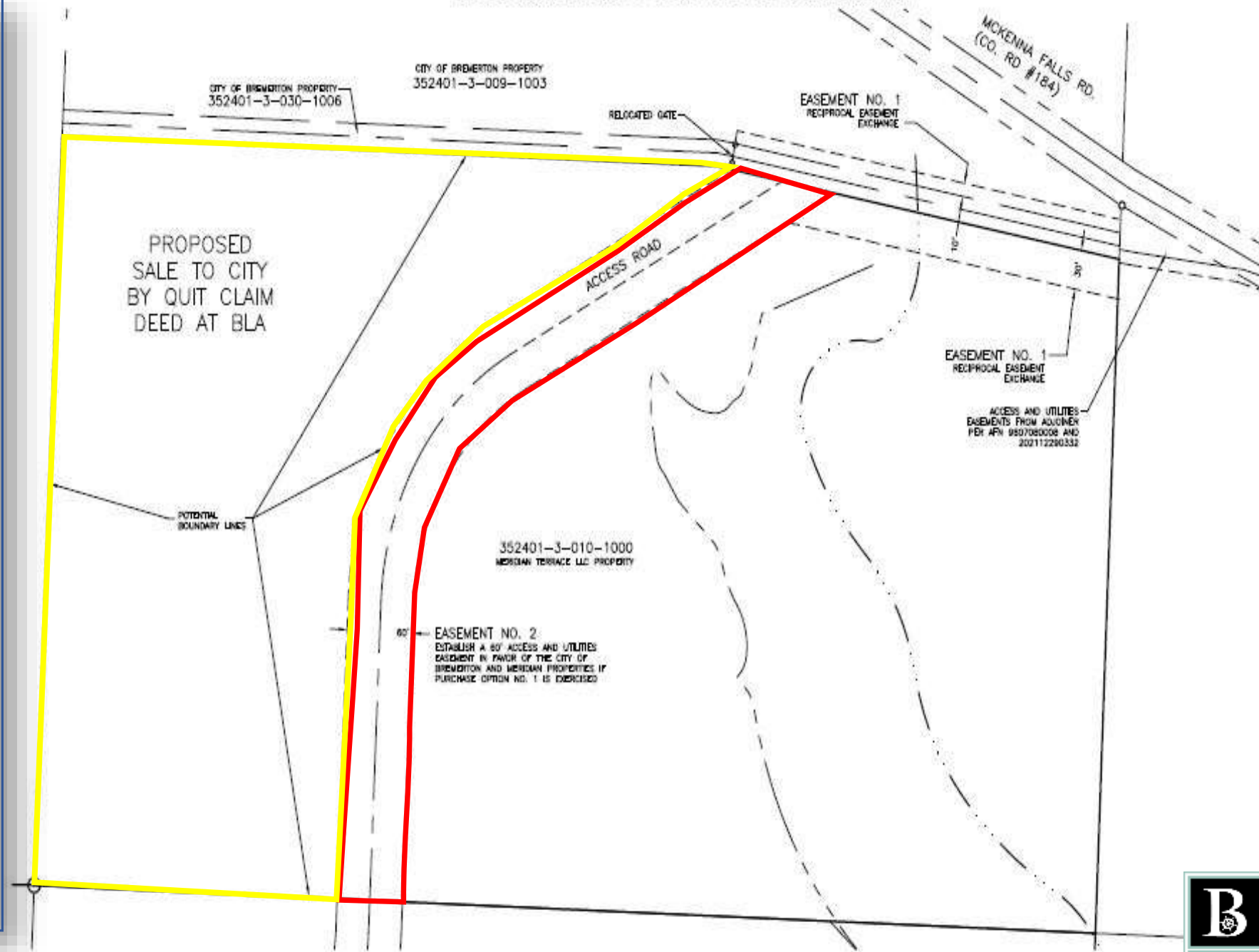
- ### #1 Easement From City
- 30' Access & Utilities Easement off Mckenna Falls Rd onto Meridian Development

- ### #2 Easement to City
- 30' Utility Easement for culvert maintenance. Currently no official maintenance access

Property Sale to City

- Meridian will sell property to City, price is \$13,702.00 /acre
- **This property** will act as buffer between Watershed and Meridian Development
- **60' Access & Utilities Easement to City** for access and allow for City presence through No trespassing signs.
- Sale will occur when of (a) 45 days after an occupancy permit is issued for the SFR, and (b) two years from the date of this agreement, whichever occurs first

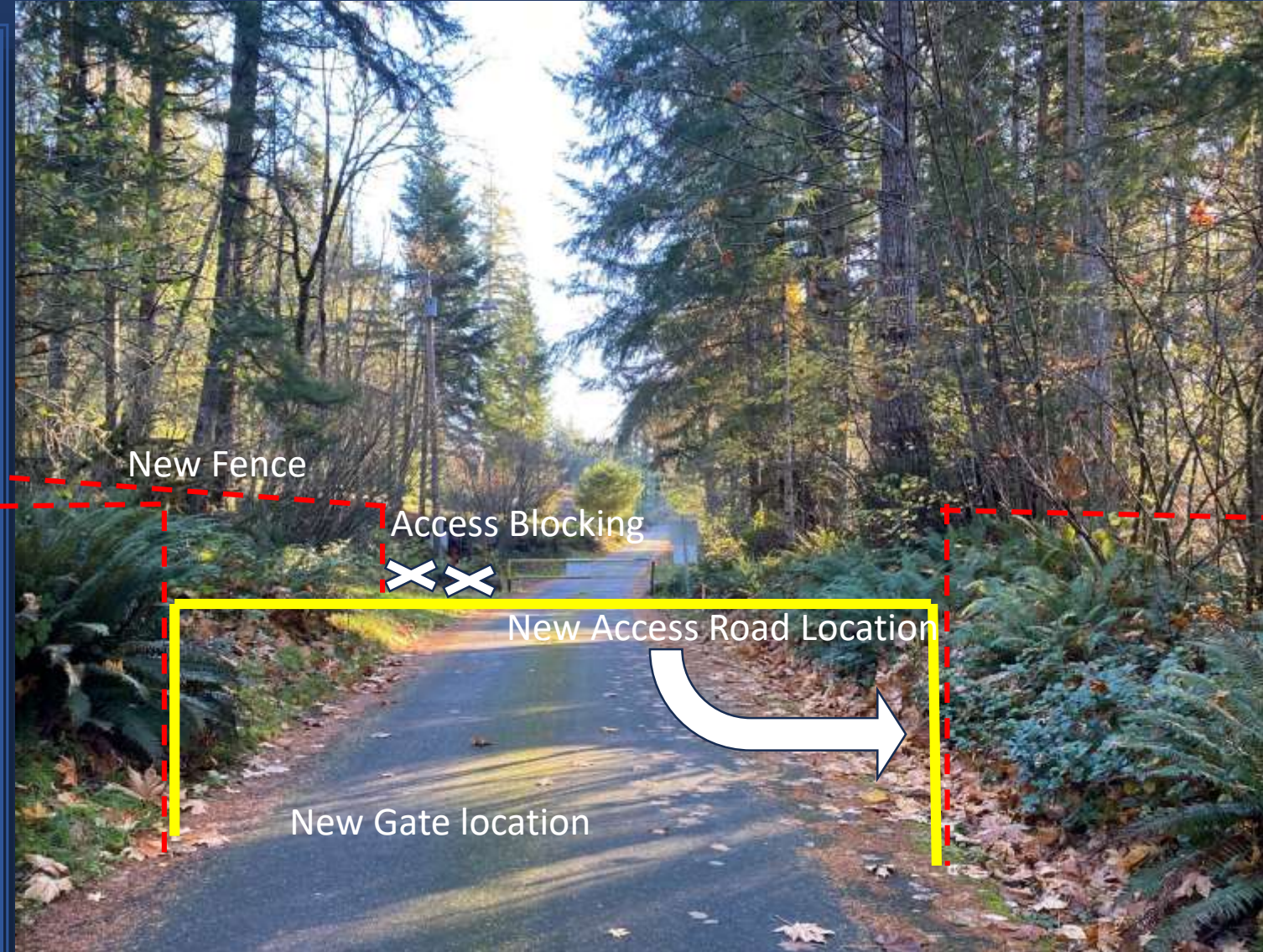
EXHIBIT E PROPOSED SALE TO THE CITY OF BREMERTON



Security Improvements

Relocation of existing City Gate

- Existing Gate to be relocated approx. 100 ft West to allow for Meridian Access
- Construction of 6 ft. tall chain link fence to limit access
- Additional reinforcement using boulders or Eco blocks to ensure vehicles can't drive around new fence
- Land Sale to City for additional buffer adjacent to development
- All work will be done to City specifications and at Meridian's cost



**Published for
January 10
Study Session**

ITEM C1 – Public Comments

From: Roy Runyon <sealance2449@gmail.com>

Sent: Wednesday, January 10, 2024 6:22 PM

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

Subject: 1. Easement Exchange with Meridian Terrace LLC; and Vacant Land Use Purchase and Sale Agreement

To Whom It May Concern,

I suggest you add to the agreement a requirement that the owner(s) of the property and/or any lots serviced by the City-granted right of way, NOT oppose any future City of Bremerton annexation of those lots.

This agreement can be reflected in the title(s) to properties and/or lots. DCD and Legal would have possible language to be included in an agreement.

Regards,

Roy Runyon

From: Roy Runyon <sealance2449@gmail.com>

Sent: Wednesday, January 10, 2024 10:01 PM

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

Subject: Alternative Resolution: Low-Barrier Walk-up Congregate Homeless Shelter

To Whom It May Concern,

I suggest preparation of an alternative resolution to the one preferred by the Administration.

The alternative motion might read: Move to approve Resolution _____ directing that the Administration develop a low-barrier walk-up hybrid model homeless shelter program in conjunction with various community partners at one or more locations.

Regards,

Roy Runyon

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

C2

SUBJECT:

Ordinance to amend BMC Chapter 2.50.032
entitled "Actual Salary Rate"

Study Session Date: January 10, 2024

COUNCIL MEETING Date: January 17, 2024

Department: PW&U/HR/Finance

Presenter: Knuckey/Nelson/Riley

Phone: (360) 473-2376

SUMMARY:

This update to Chapter 2.50.032 of the Bremerton Municipal Code allows the Mayor to approve the starting salary for employees promoted to a management/professional classification at a higher rate than a one-rate increase above their existing salary.

ATTACHMENTS:

1) Ordinance No. _____

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 pass Ordinance No. _____ amending Chapter 2.50.032 of the Bremerton Municipal Code relating to Actual Salary Rate.

COUNCIL ACTION:

Approve

Deny

Table

Continue

No Action

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Bremerton, Washington, amending Chapter 2.50.032 of the Bremerton Municipal Code entitled "Actual Salary Rate."

WHEREAS, the City Council desires to amend provisions of Section 2.50.032 of the Bremerton Municipal Code relating to promotions; NOW THEREFORE,

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

SECTION 1. Section 2.50.032 of the Bremerton Municipal Code entitled "Actual Salary Rate" is hereby amended to read as follows:

2.50.032 ACTUAL SALARY RATE.

(a) Initial Rate. The salary rate of a person upon appointment to a management or professional position shall be set no lower than Rate 1 of the salary band to which an employee's position is assigned. When it is in the best interest of the City, the department heads (with the Mayor's approval) may authorize an initial salary of a newly hired person at a rate which exceeds Rate 1. Newly hired persons who report directly to the Mayor require the approval of City Council when being hired at a rate which exceeds Rate 1.

(b) Salaries may be increased as follows:

(1) Salary Rate Advancement. Each person shall be eligible for a salary rate advancement upon completion of twelve (12) full months of regular (as opposed to interim) service at each rate in the salary band. To receive a salary rate advancement, the employee must be evaluated as "meets expectations" (or equivalent) on his or her work performance evaluation. Salary rate advancements shall be an increase of one (1) rate in the same salary band, if available.

(2) Additional Advancement. Those employees who receive a rating that exceeds the rating "meets expectations" (or equivalent) may be eligible to receive an additional salary rate advancement for an increase of one (1) additional rate in the same salary band, if available, above the initial rate advancement provided in subsection (b)(1) of this section. This additional advancement shall require the recommendation of the department head, or equivalent, and approval of the Mayor and City Council.

(3) A rate advancement that was denied may be granted following a minimum sixty (60) day review period of the employee's performance.

(4) Notwithstanding the above, when it is in the best interest of the City, the City Council upon the recommendation of the Mayor may authorize an in-range adjustment to provide additional salary in instances of promotion, to provide for internal equity corrections, or for another reason deemed appropriate by the City Council.

(c) Changes to Employee Classifications.

(1) Downgrading an Employee's Classification. Upon the City Council's approval of downgrading a person's classification to a lower salary band, the person's initial

salary rate will be set at the same rate in the new band that was in effect in the former salary band. In the event a person's salary rate exceeds the maximum rate of the salary band to which his or her position is assigned on the date of downgrading, his or her actual salary rate shall be frozen until such time as the maximum rate of the new band is equal to or greater than his or her actual salary and, at such time, the employee's salary rate shall be set at the maximum rate of the salary band to which his or her position is assigned.

(2) Upgrading an Employee's Classification. If an employee's classification is moved from one salary band to a higher band (excluding promotions), the employee's salary rate at the higher band shall be set at the next rate which is higher than the salary the employee was receiving at the former band. Any additional rate advancements shall require City Council approval. The employee's salary rate advancement date does not change.

(3) Promotions.

(A) In the event an employee is promoted from one classification to a higher classification (one (1) salary band to a higher salary band), the employee's salary rate at the higher band shall be set at the next rate which is higher than the salary the employee was receiving at the former band. Promoted employees shall be eligible for a salary rate advancement upon completion of twelve (12) full months of regular (as opposed to interim) service at each rate in the new salary band, which shall be the employee's new salary rate advancement date.

(B) In the event an employee is promoted to a management/professional classification from another employee group, (excluding IAFF Bargaining Unit members), their salary shall be set no lower than Rate one (1) of the salary band to which an employee's position is assigned. When it is in the best interest of the City, the department heads (with the Mayor's approval) may authorize the rate of a promoted person at a rate which is higher than described above. Promoted employees shall be eligible for a salary rate advancement upon completion of twelve (12) full months of regular (as opposed to interim) service at each rate in the new salary band, which shall be the employee's new salary rate advancement date.

(C) In the event an employee is promoted to a management/professional classification from a position within~~outside of~~ IAFF Local 437, said employee(s) will receive the same benefits and annual salary increase that are received by IAFF bargaining unit members. These employees will not be eligible for benefits or salary increases provided in BMC 2.50.031 through 2.50.070. Any additional rate advancements shall require City Council approval.

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\Public Works & Utilities\2023.12.12 BMC 2.50.032 - Actual Salary Rate.docx

**Published for
January 10
Study Session**

ITEM C2 – Public Comments

From: Roy Runyon <sealance2449@gmail.com>

Sent: Wednesday, January 10, 2024 6:28 PM

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

Subject: Ordinance to amend BMC Chapter 2.50.032 entitled "Actual Salary Rate"

To Whom It May Concern,

What is the potential impact to the budget(s) of the various departments and City taxpayers overall?

Regards,

Roy Runyon

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

C3

SUBJECT:

Eliminate one Civil Engineer II position and add one Engineering Project Manager position

Study Session Date: January 10, 2024
COUNCIL MEETING Date: January 17, 2024
Department: Public Works & Utilities
Presenter: T. Knuckey / B. Davis
Phone: (360) 473-2376 / 2312

SUMMARY:

Public Works has been unable to fill a Civil Engineer II position that has been vacant since February 2023. This is a critical position in the Division, it is required for delivery of Water and Wastewater Capital projects. For 2024, Utilities Engineering (Water and Wastewater) is programmed to deliver 11 design projects, a comprehensive plan update, 5 construction projects, and the emergent replacement of the Central Bremerton Forcemain. In reviewing on-going workload, a Project Manager is justified and necessary to deliver the most critical work. The request is to eliminate one Civil Engineer II position and add one Engineering Project Manager position.

ATTACHMENTS:

- 1) Engineering Organization Chart; 2) Cost Summary and excerpts from the 2024 budget and the Management, Professional, Confidential & Fiduciary Salary Plan (for reference)

FISCAL IMPACTS (Include Budgeted Amount): The total annual cost increase is estimated at \$35,300 with revenue as follows; \$16,116 each from the Water and Wastewater Funds, \$1,022 from the Stormwater Fund, and \$2,045 from the General Fund. Budget adjustments are not required.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to eliminate one Civil Engineer II position and add one Engineering Project Manager position at Band 16 of the Management, Professional, Confidential and Fiduciary Salary Plan.

COUNCIL ACTION: Approve Deny Table Continue No Action

Eliminate one Civil Engineer II and add one Project Manager

Excerpt from page 24 of 2024 budget; proposed changes in red:

Function/Department	2018	2019	2020	2021	2022	2023	2024	Monthly Salary Range	
								Low	High
Engineering									
City Engineer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	\$10,927	\$13,313
Managing Engineer - Transportation	1.00	1.00	1.00	1.00	1.00	1.00	1.00	\$9,899	\$12,061
Managing Engineer - Trans Cap Program	-	-	-	-	-	1.00	1.00	\$9,899	\$12,061
Managing Engineer - Utilities	1.00	1.00	1.00	1.00	1.00	1.00	1.00	\$9,899	\$12,061
Managing Engineer - Development	-	-	-	-	1.00	1.00	1.00	\$9,899	\$12,061
Project Manager	-	-	2.00	3.00	3.00	4.00	4.00	\$8,968	\$10,927
Engineering Project Assistant	2.00	2.00	2.00	2.00	3.00	3.00	3.00	\$5,486	\$6,457
Civil Engineer III	2.00	2.00	2.00	2.00	1.00	1.00	1.00	\$8,054	\$9,448
Civil Engineer II	2.00	2.00	1.00	2.00	2.00	2.00	2.00	\$7,619	\$8,985
Engineering Technician Sr.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	\$7,619	\$8,985
Engineering Technician III	1.00	1.00	2.00	2.00	2.00	2.00	2.00	\$5,794	\$6,812
Engineering Technician IV	5.00	5.00	5.00	6.00	6.00	6.00	6.00	\$6,457	\$7,619
Permit Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00	\$5,198	\$6,120
Part-Time Seasonal	0.47	0.69	0.69	0.69	0.69	0.69	0.69		
Total Engineering	17.47	17.69	19.69	22.69	23.69	25.69	25.69		

Excerpt from 2024 Salary Schedule:

CITY OF BREMERTON
MANAGEMENT, PROFESSIONAL, CONFIDENTIAL & FIDUCIARY SALARY PLAN - 2024
General Wage Adjustment 2.50% - Effective 1-1-24

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	8,968.32	9,422.34	9,657.84	9,899.30	10,146.78	10,400.48	10,660.46	10,927.02
	ASSISTANT FINANCE DIRECTOR	SEMI-MONTH	4,484.16	4,711.17	4,828.92	4,949.65	5,073.39	5,200.24	5,330.23	5,463.51
	CITY PROSECUTOR	ANNUAL	107,619.84	113,068.08	115,894.08	118,791.60	121,761.36	124,805.76	127,925.52	131,124.24
	ENGINEERING PROJECT MANAGER-CAPITAL	SEMI-MO DEF COMP	179.37	188.45	193.16	197.99	202.94	208.01	213.21	218.54
	ENGINEERING PROJECT MANAGER-TRANS.									
	FORESTRY MANAGER									
	INTERNAL SERVICES MANAGER									
	PLANNING MANAGER									
	PUBLIC WORKS OPERATIONS MANAGER									
	RISK MANAGER									
	UTILITY/FACILITIES MANAGER									
	WASTEWATER MANAGER									
	WATER RESOURCE MANAGER									

Net Cost to replace the CEII with a Project Manager:

Position	Total Cost	Water	Wastewater	Stormwater	General Fund
Project Manager (to add)	\$184,100	\$84,051	\$84,051	\$5,333	\$10,665
Civil Engineer II (to eliminate)	(\$148,800)	(\$67,935)	(\$67,935)	(\$4,310)	(\$8,620)
Net Cost (Approximate)	\$35,300	\$16,116	\$16,116	\$1,022	\$2,045

Engineering Division

City Engineer

Managing Engr
Utilities (W & WW)

Project Assistant

Project Manager

Project Engineer (CEII)
(VACANT)

Engineer Technician
(Senior)

Engineer Technician
(ETIV)

Engineer Technician
(ETIII)

Managing Engr
Transportation
Capital

Project Assistant

Project Manager

Project Engineer
(CEIII)

Engineer Technician
(ETIV)

Engineer Technician
(ETIV)

Managing Engr
Traffic, Opns,
Planning

Project Assistant

Project Manager /
Planner

Project Manager -
Stormwater

Engineering Technician
(ETIV)

Engineering Technician
(ETIII)

Managing Engr
Development

Permit Technician
(VACANT)

Development Engr, CEII
(VACANT)

Development Inspector
(ETIV)

Development Inspector
(ETIV)

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

C4
Updated

SUBJECT:

Resolution in support of KRCC Surface
Transportation Program Grant Application
for 6th Street Active Transportation
Improvements Project

Study Session Date: January 10, 2024
COUNCIL MEETING Date: January 17, 2024
Department: PW & Utilities
Presenter: G. Fridriksson
Phone: (360) 473-5758

SUMMARY: Resolution No. ____ acknowledging a commitment to match Surface Transportation Program (STP) Grant Funds for the 6th Street Active Transportation Improvements Project. Staff recommends the City pursue construction funding from the Surface Transportation Program for the re-channelization of 6th Street between Kitsap Way and Washington Avenue from the 2024 Countywide grant competition. If successful, the funds would be available in 2027 or 2028.

The STP program funds projects at a maximum of 86.5% with a minimum match of 13.5%. The estimated cost of this project is \$3,400,000, and staff intends to request \$2,941,000 in grant funds, requiring the City commit to providing matching funds of \$459,000. For this grant cycle, KRCC has required applicants to include acknowledgment of these requirements from the governing body of the City with the grant applications.

ATTACHMENTS:

1. Resolution No. _____ *Updated*

FISCAL IMPACTS (Include Budgeted Amount): If awarded this grant in the Countywide competition, the City would be required to provide \$459,000 in matching funds in 2027 or 2028 for the project.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION: Move to approve Resolution No. _____ acknowledging the commitments associated with receipt of Surface Transportation Program Grant funds for the 6th Street Active Transportation Improvements Project.

COUNCIL ACTION: Approve Deny Table Continue No Action

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Bremerton, Washington, acknowledging commitments with receipt of Federal Grant Funds for the 6th Street Active Transportation Improvements Project.

WHEREAS, the Surface Transportation Program (STP) administered by the Federal Highways Administration (FHWA), through both the Puget Sound Regional Council (PSRC) and Kitsap Regional Coordinating Council (KRCC), provides grant funding for capital improvements; and

WHEREAS, competition for STP funding is currently open for funding that will become available in the years 2027 and 2028; and

WHEREAS, the STP program funds projects at a maximum rate of 86.5% with a required match rate of 13.5%; and

WHEREAS, the City of Bremerton desires to pursue funding from the STP program through the KRCC Countywide forum for improvements on 6th Street between Kitsap Way and Washington Avenue, including restriping the roadway for bicycle lanes and center left turn pockets and traffic signal adjustments needed to support the project, hereby designated as the construction phase of the 6th Street Active Transportation Improvements Project; and

WHEREAS, the construction phase of the 6th Street Active Transportation Improvements Project has an estimated total project cost of \$3,400,000; and

WHEREAS, the City intends to seek STP grant funds for the project totaling \$2,941,000, with the remaining \$459,000 being necessary to match the grant funds; and

WHEREAS, the Countywide application for STP grant funds requires acknowledgement from applicants of the required grant match and construction commitment; NOW THEREFORE,

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

SECTION 1. The recitals and findings of fact set forth in this resolution are hereby incorporated as if fully set forth herein.

SECTION 2. The City Council acknowledges the commitments associated with acceptance of FHWA STP grant funds for the 6th Street Active Transportation Improvements Project as noted in the recitals and findings of fact as set forth above.

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 _____, 2024.

JENNIFER CHAMBERLIN, Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

R:\Legal\Legal\FORMS\FORMS ON COBWEB\Resolution Rev. 09 2021.doc

**Published for
January 10
Study Session**

ITEM C4 – Public Comments

From: Travis Merrigan <bikebremerton@gmail.com>

Sent: Wednesday, January 10, 2024 8:00 AM

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

Subject: Reject the KRCC Surface Transportation Program Grant Application for 6th Street

Council,

Please reject the proposed resolution for 6th Street. Frankly, I'm astounded that the administration would put forward the [EXACT SAME PLAN](#) that Council rejected in Nov 2023 when you voted to approve \$700k to study alternatives for 6th St.

The administration's plan would spend \$4.25m and use eminent domain to buy right of way and WIDEN 6th street, despite the [city's own 2019 study](#) that showed a simple road diet wouldn't adversely affect traffic. The administration's plan is a receipt for fast cars and increased traffic on 6th, rather than a simple road diet that would slow cars and create safe routes to schools and a low-stress bike route.

The citizens deserve a public process to help the City decide on the fate of this very important street. Please reject the administration's plan on 6th and instruct the Mayor to carry out a study of alternatives with the \$700k that you allocated last year.

Thank you,

Travis

From: Roy Runyon <sealance2449@gmail.com>

Sent: Wednesday, January 10, 2024 6:50 PM

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

Subject: Resolution in support of KRCC Surface Transportation Program Grant Application for 6th Street Active Transportation Improvements Project

1. The agenda bill indicates possible funding available in 2027-2028. What is the timeline for design, bid award, start of construction and completion?
2. How will Level of Service (LOS) on 6th St. be affected after completion of the project?
3. What project design requirements, if any, would affect the ability of heavy truck traffic, buses and other large vehicles to use 6th St. after project completion?

Regards,

Roy Runyon

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

C5
Updated

SUBJECT:

Resolution in support of KRCC Grant
Application for 11th Street Roadway
Preservation Project

Study Session Date: January 10, 2024
COUNCIL MEETING Date: January 10, 2024
Department: PW & Utilities
Presenter: G. Fridriksson
Phone: (360) 473-5758

SUMMARY:

Resolution No. ____ acknowledging commitment to match Surface Transportation Program Grant funds for the 11th Street Roadway Preservation Project. Staff recommend the City pursue funding from the Surface Transportation Program for preservation of 11th Street between Kitsap Way and Pacific Avenue from the current Countywide grant competition. The project includes design of mill and fill of the roadway, 56 ADA curb ramp upgrades, and traffic signal ADA upgrades.

The STP funds projects at a maximum of 86.5% with a minimum match of 13.5%. The estimated cost of the design phase of this project is \$1,205,250, and staff intends to request \$1,042,540 in grant funds, requiring the City commit to providing matching funds of \$162,710. For this grant cycle, KRCC has required applicants to include acknowledgment of these requirements from the governing body of the City with grant applications.

ATTACHMENTS:

1. Resolution No. _____ *Updated*

FISCAL IMPACTS (Include Budgeted Amount): If awarded this grant in the Countywide competition, the City would be required to provide \$162,710 in matching funds in 2027 or 2028 for the project.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to authorize Resolution No. _____ for the 11th Street Roadway Preservation 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

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Bremerton, Washington, acknowledging commitments with receipt of Federal Grant Funds for the 11th Street Roadway Preservation Project.

WHEREAS, the Surface Transportation Program (STP) administered by the Federal Highways Administration (FHWA), through both the Puget Sound Regional Council (PSRC) and Kitsap Regional Coordinating Council (KRCC), provides grant funding for capital improvements; and

WHEREAS, competition for STP funding is currently open for funding that will become available in the years 2027 and 2028; and

WHEREAS, the STP program funds projects at a maximum rate of 86.5% with a required match rate of 13.5%; and

WHEREAS, the City of Bremerton desires to pursue funding from the STP program through the KRCC Countywide forum for improvements on 11th Street between Kitsap Way and Pacific Avenue, including 56 curb ramp ADA upgrades and traffic signal ADA upgrades, hereby designated as the design and construction phases of the 11th Street Roadway Preservation project; and

WHEREAS, the design phase of the 11th Street Roadway Preservation project has an estimated total project cost of \$1,205,250; and

WHEREAS, the City intends to seek STP grant funds for the project totaling \$1,042,540, with the remaining \$162,710 being necessary to match the grant funds; and

WHEREAS, the Countywide application for STP grant funds requires acknowledgement from applicants of the required grant match and construction commitment; NOW THEREFORE,

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

SECTION 1. The recitals and findings of fact set forth in this resolution are hereby incorporated as if fully set forth herein.

SECTION 2. The City Council acknowledges the commitments associated with acceptance of FHWA STP grant funds for the 11th Street Roadway Preservation project as noted in the recitals and findings of fact as set forth above.

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 _____, 2024.

JENNIFER CHAMBERLIN, Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

R:\Legal\Legal\Forms\FORMS ON COBWEB\Resolution Rev. 09 2021.doc

**Published for
January 10
Study Session**

ITEM C5 – Public Comments

From: Roy Runyon <sealance2449@gmail.com>

Sent: Wednesday, January 10, 2024 6:47 PM

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

Subject: Resolution in support of KRCC Grant Application for 11th Street Roadway Preservation Project

To Whom It May Concern,

Here are my questions/comments on this item:

1. The agenda bill indicates possible funding available in 2027-2028. What is the timeline for design, bid award, start of construction and completion?
2. How will Level of Service (LOS) on 11th St. be affected after completion of the project considering the intersection of 11th and Warren Ave. typically sees 40,000 vehicle trips per day during the week?
3. What project design requirements, if any, would affect the ability of heavy truck traffic, buses and other large vehicles to use 11th St. after project completion?

Thanks,

Roy Runyon

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

C6
Updated

SUBJECT:

Resolution in support of Brian Abbot Barrier
Removal Board Grant Application for the
Parish Creek Fish Barrier Removal Project

Study Session Date: January 10, 2024
COUNCIL MEETING Date: January 17, 2024
Department: PW & Utilities
Presenter: D. Dinkuhn
Phone: (360) 473-5331

SUMMARY:

Resolution No. ___ acknowledging authorization to apply for grant funding assistance for the Parish Creek Fish Barrier Removal project. Staff proposed applying for Brian Abbot Fish Barrier Removal Board funding to remove the fish barrier culvert on Parish Creek where it crosses W Belfair Valley Road by the Square Dance Hall. A Council Resolution approving application for the grant is a requirement for consideration.

The approximate project cost for final design and construction is \$2,833,296. The City intends to request \$2,408,302. City cost will be a 15% match, or \$424,994.

ATTACHMENTS:

1. Resolution No. _____ *Updated*
2. Project Overview *Added*

FISCAL IMPACTS (Include Budgeted Amount): The project will be budgeted in the Stormwater Capital Fund for construction in 2026/2027.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve Resolution No. ___ authorizing applying for Brian Abbot Fish Barrier Removal Board Grant funds for the Parish Creek Fish Barrier Removal project.

COUNCIL ACTION:

Approve Deny Table Continue No Action

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Bremerton, Washington, authorizing submitting an application for grant funding assistance for Parish Creek Fish Barrier Removal Project, to the Brian Abbott Fish Barrier Removal Board, managed through the Recreation and Conservation Office (Office)

WHEREAS authorization is needed for submitting an application for grant funding assistance for the Parish Creek Fish Barrier Removal Project, to the Washington State Recreation and Conservation Office; and

WHEREAS grant assistance is requested by the City to aid in financing the cost of the Parish Creek Fish Barrier Removal Project; NOW THEREFORE,

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

SECTION 1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the Parish Creek Fish Barrier Removal Project.

SECTION 2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Mayor:	Grant Application, RCO Grant Agreement, Agreement amendments, Authorizing property and real estate documents.
Stormwater Project Manager:	Project Contact

The above persons are considered an “authorized representative(s)/agent(s)” for purposes of the documents indicated. Our organization shall comply with a request from the Office to provide documentation of persons who may be authorized to execute documents related to the grant.

SECTION 3. Our organization has reviewed the sample Office Grant Agreement on the Recreation and Conservation Office’s WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

SECTION 4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

SECTION 5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

SECTION 6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

SECTION 7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the Office may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

SECTION 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

SECTION 9. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

SECTION 10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

SECTION 11. Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office inwriting and per the Agreement or an amendment thereto.

SECTION 12. Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

SECTION 13. This resolution/authorization is deemed to be part of the formal grant application to the Office.

SECTION 14. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises, and obligations set forth herein.

SECTION 15. 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 16. Effective Date. This Resolution shall take effect and be in force immediately upon its passage.

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

JENNIFER CHAMBERLIN, Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

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

Parish Creek Fish Barrier Replacement (\$100k stormwater utility fund)

Updated: January 5, 2024

Project Overview

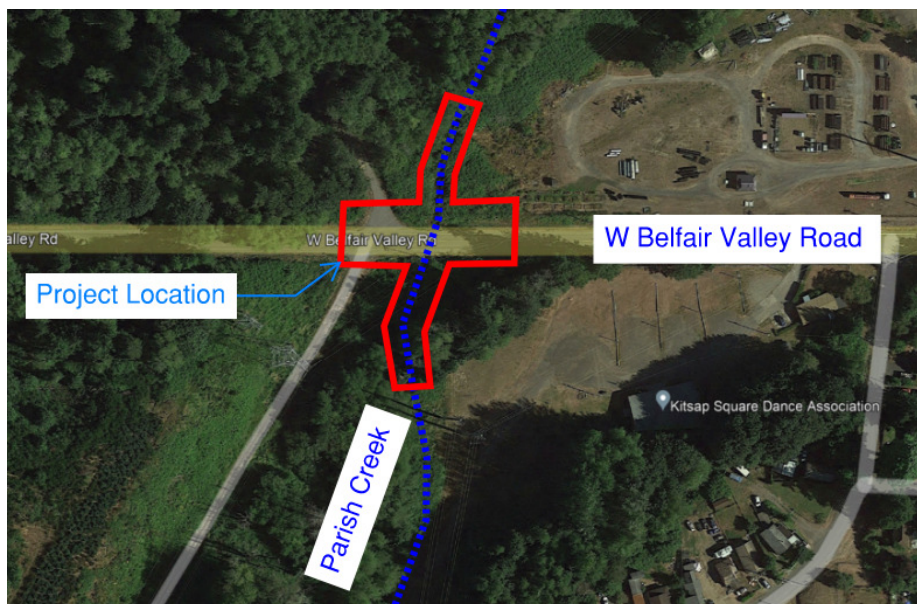
Project goals include the following:

- Replace the existing fish barrier culvert that crosses W Belfair Highway at Parish Creek with a 2-lane bridge. The existing 48-inch culvert is classified as a complete fish passage barrier by the Washington Department of Fish and Wildlife (WDFW). The bridge and reconstructed stream reach will provide for passage of native fish including coho and steelhead.
- Mitigate recurrent flooding at the crossing location by removing the flow constriction caused by the existing culvert.

Project Status

The project is currently in preliminary design for a Fish Barrier Removal Board (FBRB) grant application. If the grant is awarded, final design will be completed in 2026. Public meetings are not currently planned. Bidding is planned for fall 2026 and construction is planned for summer 2027. No pre-bid walk through date has been set.

Project Location



Graphic 1. Project Location Map



Graphic 2. Existing Culvert Outfall (48" CMP)



Graphic 3. Fishway Downstream of Outfall

Funding

Project design is currently funded by the stormwater utility fund. An application for FBRB grant funding for final design construction will be submitted on January 18, 2024. If awarded, grant funding will be available in July 2024.

Schedule

- Grant application dues – January 18, 2024
- Grant funding awarded – July 2024
- Final Design completed – Summer 2026
- Bid advertisement for construction – November 2026
- Construction initiated – June 2027
- Construction complete – November 2027

Related Documents

NA

Contact Us

David Dinkuhn, PE

Project Manager, City of Bremerton Engineering Division

Ph: 360-473-5331

david.dinkuhn@ci.bremerton.wa.us

[Sign up](#) to receive news and alerts from the City of Bremerton

**Published for
January 10
Study Session**

ITEM C6 – Public Comments

From: Roy Runyon <sealance2449@gmail.com>

Sent: Wednesday, January 10, 2024 7:00 PM

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

Subject: Resolution in support of Brian Abbot Barrier Removal Board Grant Application for the Parish Creek Fish Barrier Removal Project

The Agenda Bill states:

"The approximate project cost for final design and construction is \$2,833,296. The City intends to request \$2,408,302. City cost will be a 15% match, or \$424,994."

1. The Resolution indicates Parish Creek Fish Barrier Removal Project, to the Brian Abbott Fish Barrier Removal Board, managed through the Recreation and Conservation Office (Office). Please remind me whether the City is required to remove this barrier or if this is a "nice to do" project.

2. If we're required to remove the barrier, and come up with the 15% match, have we asked the Suquamish Tribe to contribute financially to the project? If not, why not?

Thanks,

Roy Runyon

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

C7

SUBJECT:

Professional Services Agreement with
Parametrix, Inc. for E. 9th Street Stormwater
Improvements Project

Study Session Date: January 10, 2024
COUNCIL MEETING Date: January 17, 2024
Department: PW & Utilities
Presenter: D. Dinkuhn
Phone: (360) 473-5331

SUMMARY:

Professional Services Agreement with Parametrix, Inc. to provide consulting services for the E. 9th Street Stormwater Improvements Project, to include design and permitting of the proposed stormwater and outfall improvements and shoreline restoration. A scope of work was submitted, and the contract was negotiated in the amount of \$754,723.71.

ATTACHMENTS:

1. Proposed Professional Services Agreement

FISCAL IMPACTS (Include Budgeted Amount):

Project is included in the 2024 budget.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the Professional Services Agreement with Parametrix, Inc. for the E. 9th Street Stormwater Improvements Project in the amount of \$754,723.71; 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

PROFESSIONAL SERVICES AGREEMENT
East 9th Street Stormwater Improvement, City Project # 881

The City of Bremerton (“City”) and Parametrix, Inc. (“Consultant”), referred to collectively as the “Parties,” enter into the following Agreement for professional services:

I. Scope: The Consultant agrees to perform the services more specifically described in the Scope of Work, dated November 2023, including any attachments thereto, attached hereto as Exhibit A, which is incorporated by reference herein. The Scope of Work may be modified only pursuant to Section VII.H of this Agreement. If the Scope of Work provides for unspecified additional services such services shall only be performed upon the express written request of the City. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

II. Term: The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed as provided for in the work schedule attached hereto as Exhibit B; provided however, that additional time shall be granted by the City for excusable delays or extra work as provided for in Section X.A of this agreement.

III. Compensation: In consideration of the services provided pursuant to this Agreement, the City shall pay Consultant in an amount not to exceed **\$ 754,723.71**. Consultant’s charges and bills shall conform to the fee schedule attached hereto as Exhibit C and incorporated herein by this reference.

The Consultant shall submit regular billing statements detailing work performed and amount charged on each task or portion thereof. The descriptions shall conform to and fall within the categories set out in the Scope of Work and/or Fee Schedule. Upon receipt of a conforming billing statement, the City shall promptly process payment. PROVIDED, HOWEVER, the City reserves the right to prioritize scoped work and accelerate and/or delay work tasks under the time frame set forth in Section II herein. The Consultant's labor rates and billing fees shall be as delineated in Exhibit C.

Consultant shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement. Consultant shall only be compensated for additional services if requested pursuant to Section I and, if not otherwise provided, such compensation shall be in accordance with Exhibit C.

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

IV. Relationship of Parties: Consultant represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. Consultant and its personnel are independent Consultants and not employees of the City. Consultant and its personnel have no authority to bind the City or to control the City's employees and other Consultants. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. Consultant will be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Consultants to perform the same or similar work.

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

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

V. Indemnification:

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement except for that portion of the injuries and damages caused by the City's sole negligence, unless Consultant is conducting work pursuant to Subsection B below.

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

B. Architects, Engineers and Any Other Professional Listed In and Performing Services Defined in RCW 4.24.115. Should a court of competent jurisdiction determine that Consultant's services provided pursuant to this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE

PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

VI. Insurance: The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-Consultants.

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

1. **Automobile Liability** insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
2. **Commercial General Liability** insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and
3. **Excess Liability** insurance with limits not less than \$1,000,000 limit per occurrence and aggregate; and
4. **Professional Liability** insurance with limits no less than \$1,000,000 limit per occurrence/claim; and
5. **Workers Compensation** insurance as statutorily required by the Industrial Insurance Act of the State of Washington, Title 51, Revised Code of Washington and employer's liability with limits not less than \$1,000,000.

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

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

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of an endorsement that is acceptable to the City, which names the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies and endorsements. The City further reserves the right to reject any unacceptable policies and/or endorsements.

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

The City 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.

In the event that the Consultant employs other consultants or Consultants (sub-consultants or sub-Consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant or sub-Consultant meets the minimum insurance requirements specified above. The Consultant shall, upon demand of the City, deliver to the City copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

VII. General Conditions:

A. Reports and Information: When requested by the City, Consultant shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. Consultant shall maintain accounting records in accordance with Generally Accepted Accounting Principles ("GAAP") to substantiate all billed amounts.

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

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

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

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

D. Work Performed at Consultant's Risk: Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

E. Place of Work: The Consultant shall perform the work authorized under this Agreement at its offices in Puyallup, Washington. Meetings with the City staff as described in Exhibit A, Scope of Work, shall take place at the City's offices, or at locations mutually agreed upon by the parties.

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

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

H. Modification: This Agreement may only be modified by written instrument signed by both Parties.

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

Notices to be sent to:

Notices to be sent to:

CITY:

CONTRACTOR:

Attn: David Dinkuhn, P.E.
City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337-1891

Attn: Brenna Tumbling
Parametrix
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374

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

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

L. Compliance with Laws: Consultant shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

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

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

O. Assignment: Any assignment of this agreement by the Consultant without the written consent of the City shall be void.

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

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

X. Termination: This Agreement shall remain in force until completion and acceptance of the services, terminated by written instrument upon mutual consent, or by the City of Bremerton for convenience. This Agreement may be immediately terminated for cause by a Party if the other Party substantially fails to perform through no fault of the terminating Party, and the non-performing Party does not commence correction of the failure of performance within thirty (30) days of the terminating Party's sending notice to the non-performing Party. Any Notice by Consultant shall include a report showing the status of all items listed in the Scope of Work current through the termination date.

If the City receives reimbursement by any federal, state, or other source for work described in Section I herein, and that funding is withdrawn, reduced or limited in any way, or the project is

cancelled or substantially reduced after the execution date of this Agreement and prior to the completion of the work, the City may summarily terminate this Agreement.

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

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

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

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

CITY:

CONSULTANT:

CITY OF BREMERTON

PARAMETRIX

By: _____

By: _____

Print Name: Greg Wheeler

Print Name: Darby Watson

Its: Mayor

Its: Senior Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Kylie J. Finnell, Bremerton City Attorney

By: _____
Angela Hoover, City Clerk

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

City of Bremerton East 9th Street Stormwater Improvements EXHIBIT A – Scope of Work

Introduction

The East 9th Street Stormwater Improvements will address conveyance capacity issues in the lower Manette Neighborhood along Shore Drive between East 9th Street and East 11th Street. The City of Bremerton (City) will achieve this by rerouting flows and upsizing the stormwater outfall at the East 9th Street Mini Park. Key elements of the project include outfall improvement, shoreline restoration, and stormwater conveyance as well as roadway and sidewalk improvements.

This scope of work includes design and permitting of the proposed stormwater and outfall improvements and shoreline restoration. Tasks within this scope of work include survey, coastal engineering, environmental studies, permitting, alternatives analysis, preliminary design, final design, and construction support.

Task 01 – Project Management

Objectives

The objective of this task is to provide overall project management of the consultant contract with City of Bremerton.

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Bi-weekly (or as needed) design team meetings with an issues list to document project design decisions.
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

Deliverables

Deliverables for this task include:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.



Assumptions

Assumptions for this task include:

- Project duration is 27 months.
 - Design/permitting/bidding: January 2024-March 2026
 - Construction: June 2026-November 2026
- Budget assumes 42 virtual meetings, 30-minute duration each.

Task 02 – Survey

Subtask 02-01 – Topographic Survey and Right of Way Determination

Objective

To prepare a survey base map suitable for design of the project. The base map will be prepared and sealed by a professional surveyor licensed to practice in the State of Washington.

Approach

Parametrix will determine the right-of-way and provide topographic mapping for the following described areas and delineated in Figure 1. Parametrix will include surveying the ordinary high water mark (OHWM) flags set by others within the project area. Parametrix will search for recorded and unrecorded monumentation within the project area.

- Beginning at the intersection of Shore Drive and East 11th Street and ending 20 feet south of the intersection of Shore Drive and East 9th Street (capturing only the lower Shore Drive between E 10th St and E 9th St and only the upper Shore Drive between East 11th St and East 10th St), approximately 950 linear feet.
- Beginning at the intersection of Shore Drive and East 11th Street and ending 110 feet east of that intersection, along East 11th Street, approximately 110 linear feet.
- Beginning at the intersection of Shore Drive and East 10th Street and ending 150 feet east of that intersection, along East 10th Street, approximately 150 linear feet.
- Beginning at the intersection of Shore Drive and East 9th Street and ending 210 feet east of that intersection, along East 9th Street, approximately 210 linear feet.
- Beginning at the intersection of Shore Drive and Perry Avenue and ending 360 feet north of that intersection, along Perry Avenue, approximately 360 linear feet.

Parametrix will survey beach profiles in three locations listed below and shown in Figure 1. Beach profile surveys within the listed locations will be to outline the nearshore beach conditions. Beach profiles to extend to the lowest elevation as possible.

- Beginning at the intersection of Shore Drive and East 11th Street and ending westerly at low tide on the beach and including the existing outfall.
- Surveying the existing outfall located west of tax parcel number 3913-009-006-005, site address of 201 Shore Drive and a beach profile in that area.
- Beginning at the intersection of Shore Drive and East 9th Street and ending at low tide on the beach, within the DNR and the City's property and including the existing outfall.

Parametrix will survey the storm drains at each catch basin and or manhole along East 9th Street beginning at the intersection of Shore Drive and East 9th to the outfall in Bachmann Park, as shown in Figure 1.

Topographic elements consist of information shown on a map which depicts the horizontal and vertical positions of natural and/or fabricated features and existing terrain surfaces. The topographic mapping will include evidence of, including but not limited to, the following improvements:

- Buildings
- Storm drainage and storm drain structures
- Meters or utility connects to existing buildings
- Curbs
- Sanitary sewer manholes and/or septic tank/drain field areas as identified to our field survey crew by the Client
- Water valve boxes
- Sidewalks/paths
- Electrical power vaults and associated surface features
- Fire hydrants
- Driveways/curb cuts
- Overhead wires, guy wires
- Telephone pedestals
- Pavement delineation between concrete and asphalt
- Natural gas
- Ponds
- Retaining walls, bulkheads, and fences – materials and heights
- Cable or fiber optic pedestals
- Street lighting
- Underground utility location paint marks set by others if visible at time of the field survey
- Bulkheads
- Significant trees with drip lines (6 inches or larger as measured 4.5 feet above the ground)
- OHWM flags
- Shoreline Structures
- Debris line where applicable
- Vegetation line

Deliverables

Parametrix will provide the following deliverables:

- One paper copy of the topographic survey.
- An electronic drawing file of the topographic survey in AutoCAD Civil 3D 2022 format in one drawing file.
- An ASCII data file of survey points.

Assumptions

- Parametrix will be provided reasonable access to all areas requiring surveys.
- The City of Bremerton will coordinate right of entry with private property owners. Parametrix will be provided right of entry on private property.
- All electronic mapping standards will be based on Parametrix drafting standards.
- The City of Bremerton will provide survey records in the project area which will be used to search for existing monumentation.
- Parametrix will survey the beach profiles at the most feasible low tides during the timeframe of our normal eight-hour workday.

- Parametrix field crews may need to perform minor brushing with machetes to conduct this survey, and we have the Client’s permission to do so with in the right of ways.
- Unless otherwise specified by the client, horizontal datum shall be North American Datum (NAD) 83/91 Washington Coordinate System, North Zone, and vertical datum shall be North American Vertical Datum of 1988 (NAVD 88) with a conversion to Mean Lower Low Water (MLLW) vertical datum.
- The setting of any survey monuments at any of the right of way boundary points has not been included in this proposal. The right of way of the property will be merged into the topographic mapping. This service can be provided if required at a later date; however, any setting of property corners, and filing of a record of survey (if required) will be considered Additional Services and billed separately as described below.
- Kitsap County GIS lines will be imported for the adjacent parcel lines to the right of way and shown for graphical purposes only.
- For safety reasons, our survey crews are not allowed to enter subsurface vaults. Our work will be conducted from the surface, using measure-down techniques. Crews will also not open any structure covers in excess of 80 pounds.
- It is understood that any additional services beyond those included in this scope of work shall be authorized in writing by the client prior to commencement of work. The client shall reimburse Parametrix for said additional services monthly according to the work actually accomplished in the preceding month.

Subtask 02-02 – Legal Descriptions and Exhibit

Objective

To draft legal descriptions and exhibits for temporary construction easements.

Approach

Parametrix will draft a legal description and provide a corresponding exhibit for one temporary construction easement, in addition Parametrix will provide two temporary construction easement exhibits only.

Deliverables

Parametrix will provide the following deliverables:

- One Temporary Construction easement exhibit with a legal description.
- Two Temporary Construction Easement exhibits only.

Assumptions

- No survey field work will be involved with the creation of the legal description and exhibits.
- Exhibits will be prepared using internal Parametrix document standards.

Task 03 – Coastal Engineering

Subtask 03-01 – Coastal Engineering Assessment and Design Support

Objective

Compile existing data, perform site reconnaissance, complete SLR/Climate Change and Coastal Processes assessments, provide outfall concept assessment screening, and provide design support.

Approach

Parametrix will contract with Moffatt & Nichol to complete coastal engineering assessments and provide design support and constructability assessment.

A copy of the scope and fee estimate for Moffatt & Nichol is enclosed with this proposal.

Deliverables

The deliverables for Subtask 3-01 include the following:

- Data Gaps, Assumptions and Evaluation Criteria Summary Memo.
- PowerPoint slide deck summarizing results of Coastal Assessment in PDF format.
- Draft and Final Technical Memorandum in PDF electronic format.
- Design support recommendations by technical memorandum.

Assumptions

Assumptions and exclusions are included in the proposal provided by Moffatt & Nichol.

Task 04 – Environmental Studies and Permitting

Subtask 04-01 – Environmental Studies, Permitting, and Design Support

Objective

Prepare environmental documentation for the site necessary to support permit applications, prep and submit permit applications, prepare the Environmental Assessment portion of the Feasibility Study and Alternatives Analysis.

Approach

The approach to this subtask includes:

- Parametrix will contract with Struck Environmental to prepare environmental documentation for the site, prepare environmental documentation and permit applications for the site, coordinate with the City and consultant team related to environmental permitting, assist in developing habitat and mitigation related design elements, prepare the Environmental Assessment portion of the alternatives analysis, and provide support services during construction as needed.

A copy of the scope and fee estimate for Struck Environmental is enclosed with this proposal.

Deliverables

The deliverables for Subtask 4-01 include the following:

- Base map markups including field map of numbered OHWM flags (if necessary)
- Summary of existing conditions and potential permitting requirements.
- Draft and final Site Assessment, Alternatives Analysis and Design Rationale report.
- Draft and final Joint Aquatic Resources Permit Application (JARPA) application.
- Draft and final Abbreviated Biological Evaluation in Federal Emergency Management Agency (FEMA) format.
- Draft and final State Environmental Policy Act (SEPA) Environmental checklist.
- ESA 4(d) Regional Road Maintenance Program (RRMP) documentation form.
- Supplemental information to support questions and comments that arise during permit application review.
- Email documenting Washington Department of Fish and Wildlife (WDFW) and Suquamish Tribe coordination and preliminary design concurrence.
- Design review comments in red-line format.
- Preliminary, draft, and final Environmental Assessment for Feasibility Study.

Assumptions

Assumptions and exclusions are included in the proposal provided by Struck Environmental.

Task 05 – Alternatives Analysis

Objective

To identify project alternatives for outfall, stormwater treatment, and shoreline restoration. To assess feasibility of alternatives and recommend a preferred alternative to progress through final design.

Activities in this task will utilize preliminary information from coastal engineering analyses (Task 03), environmental studies (Task 04), and the Perry Avenue downstream analysis.

Subtask 05-01 – Downstream Analysis of Perry Avenue System

Objective

To perform a downstream analysis on the Perry Avenue stormwater system and determine if the Perry Avenue stormwater conveyance system draining to the Bachmann Park Outfall is currently undersized.

Approach

ParametriX will utilize available information including the City's Geographic Information System (GIS) database, the East 11th and Perry Drainage Report, the Kitsap County Climate Change Resiliency Assessment, utility as-built maps, feedback received from the City during the Kickoff Meeting, and information collected during a site visit to:

- Complete a hydrologic study, determine storm flows from GIS basin areas provided by the City, and create a StormShed3G model of the Perry Avenue system as follows:
 - City will provide GIS data of the drainage basin for the Perry Avenue stormwater conveyance system and associated contours. Parametrix will delineate subbasins for each storm structure between Perry Avenue and the Bachmann Park outfall and model the subbasins to determine flows tributary to each structure.
 - Parametrix will use survey data from Task 02 of downstream storm structures including rim elevations and pipe invert elevations for Perry Avenue stormwater conveyance system, GIS data and any field information to create a StormShed 3G model.
 - Parametrix will input subbasin flows and create a backwater analysis profile of the Perry Avenue system.

Upon completion of the Hydrologic study, a technical memorandum will be drafted to summarize the results of the StormShed 3G model.

Deliverables

- Kickoff Meeting Agenda and Notes in PDF format.
- Downstream Analysis Technical Memorandum (up to 2 pages) summarizing the results from the StormShed 3G model, and up to 2 exhibits (11"x17") in PDF format.

Assumptions

- The Parametrix project manager (PM) and two lead designers will attend one Kickoff Meeting virtually or in person.
- On-site topographic survey will be completed and will include conveyance pipe invert elevations and slopes, stormwater structure types, and outfall structure of the Perry Avenue system to the Bachmann Park outfall.
- Capacity calculations will follow guidance from Chapter 4 of the 2021 Kitsap County Stormwater Design Manual.
- Hydraulic capacity analysis will be completed using StormShed 3G. The 100-year frequency storm event will be used.
- No site visit will be necessary to complete the downstream analysis.

Subtask 05-02 – Outfall Alternatives Analysis

Objective

To determine whether an upland outfall with an energy dissipater or a deepwater outfall at the extreme low tide should be installed.

Approach

Parametrix will utilize available information including the City's Geographic Information System (GIS) database, utility as-built maps, preliminary geotechnical findings, feedback received from the City during the Kickoff Workshop, Environmental Assessment (Subtask 4-01), Downstream Analysis Technical Memorandum (Subtask 05-01), and information collected during a site visit to:

- Delineate drainage basins and threshold discharge areas within the project limits.
- Determine feasible locations for outfalls.

- Complete preliminary sizing of outfalls.

Upon completion of the Outfall Alternatives Analysis process, the goal will be to determine where the outfall can be located, which outfall type is best suited for site, approximate size, and approximate cost of selected outfalls. The Outfall Alternatives Analysis process will determine where topographic survey is necessary, locations for geotechnical borings, and the outfall design(s) that will be carried forward into full analysis including the Design Report phase and 90% design.

Deliverables

- Evaluation matrix of up to two feasible outfalls. Matrix will include location, size, and approximate cost of associated outfall.
- Up to two 11- by 17-inch exhibits in PDF format showing location of outfalls and approximate size.

Assumptions

- Topographic survey will be completed.
- Budget assumes one site visit to be completed by up to two Parametrix staff including travel time. This site visit will be used to investigate both the outfall and the stormwater treatment alternatives.
- Preliminary sizing and evaluation of up to two outfall types will be completed to determine feasibility at chosen locations. The two alternatives that will be considered in the Environmental Feasibility Assessment are:
 - Nearshore outfall with energy dissipator
 - Deepwater outfall
- City will provide available GIS data to Parametrix including contours, aerial, storm sewer, water, sanitary sewer and parcel lines.
- Budget includes time allowance for Parametrix to obtain utility as-builts for existing power, communications, and other utilities that may be along the project corridor and which are not provided by City GIS.

Subtask 05-03 – Stormwater Treatment Alternatives Analysis

Objective

To complete preliminary sizing of treatment best management practices (BMPs) that can be compared to available space within the East 9th Street Mini Park area.

Approach

Parametrix will utilize available information including the City's Geographic Information System (GIS) database, utility as-built maps, preliminary geotechnical findings, feedback received from the City during the Kickoff Meeting, and information collected during a site visit to:

- Delineate drainage basins and threshold discharge areas within the project limits.
- Determine feasible locations for water quality BMPs.
- Complete preliminary sizing of BMPs.

Upon completion of the Stormwater Treatment Alternatives Analysis process, the goal will be to determine where BMPs can be located at the East 9th Street Mini Park, which BMPs are best suited for the location, approximate size, and approximate cost of selected BMPs. The Alternatives Analysis process will determine the BMP design(s) that will be carried forward into full analysis including the Design Report phase and 90% design.

Deliverables

- Sizing and cost estimate of up to two BMP locations. Assumed BMP will be Contech StormFilter based on City of Bremerton’s SMAP.
- Up to two 11- by 17-inch exhibits in PDF format showing locations of BMPs and approximate size.

Assumptions

- Budget assumes one site visit to be completed by up to two Parametrix staff including travel time. This Site visit will be used to investigate both the outfall and the stormwater treatment alternatives.
- Facility sizing will be determined using Ecology-approved hydrology and hydraulics models including Western Washington Hydrology Model 2012/MGSFlood V4 and StormShed 4G.
- Preliminary sizing and evaluation of up to one proprietary Treatment BMPs (Contech Stormfilter) at up to two locations will be completed to determine feasibility at chosen locations.
- City will provide available GIS data to Parametrix including contours, aerial, storm sewer, water, sanitary sewer and parcel lines.
- Budget includes time allowance for Parametrix to obtain utility as-builts for existing power, communications, and other utilities that may be along the project corridor, and which are not provided by City GIS.

Subtask 05-04 – Road and Sidewalk Improvement Evaluation

Objective

To provide a preliminary design and engineer’s opinion of probable cost (EOPC) for roadway and sidewalk improvement options within the project footprint. Work completed in this subtask will be used by the City to select which improvements to include in this project and progress through final design.

Approach

Activities for this subtask include:

- Complete preliminary layouts and exhibits for each of the following road and sidewalk improvement cost options:
 - Option 1: Shore Drive
 - ▶ From East 11th Street to East 10th Street: Grind and overlay of full road; construct new sidewalk on east side; full replacement of East 10th Street and Shore Drive intersection including construction of four Americans with Disabilities Act (ADA) ramps.

- ▶ From East 10th Street to 9th Street Mini Park: Full road reconstruction; construct new sidewalk on west side.
- Option 2: Perry Ave
 - ▶ From East 10th Street to East 9th Street: Grind and overlay of full road; replace existing sidewalks on both sides including construction of two ADA ramps at East 9th Street and Perry Ave.
- Prepare preliminary EOPC for each option.

Deliverables

Deliverables for this subtask include:

- Up to two 11- by 17-inch exhibits in PDF format (one exhibit for each option described above).
- Up to two total preliminary EOPCs in PDF format (one EOPC for each option described above).

Assumptions

Assumptions for this subtask include:

- Preliminary layouts are horizontal only. Grading design will occur for selected cost options during final design in subsequent Task 07-04.
- Cost estimates will be based on a combination of historical information on recent similar local projects, recent Washington State Department of Transportation (WSDOT) bid tabs, and a more detailed analysis for the major components.
- The following roadway improvements will be included in the base scope of the project and therefore will not be evaluated in this subtask:
 - Trench patch restoration for all new storm main alignments.
 - Grind and overlay at East 10th Street and Perry Ave intersection and construction of four ADA ramps.
- Work completed in this task will be incorporated into the 30% design submittal for the selected improvements. If the City has any comments on the cost options that are selected to be included in this project, comments will be addressed after the 30% design submittal during final design in subsequent Task 07-04.

Subtask 05-05 – Public Outreach Support

Objective

To support the City during public outreach activities.

Approach

Activities for this subtask include:

- Prepare a roll plot of the preferred alternative.
- Prepare up to three graphics.
- Attend public outreach meetings.

Deliverables

Deliverables for this subtask include:

- One roll plot print of preferred alternative.
- Up to three 22- by 34-inch color graphic boards.

Assumptions

Assumptions for this subtask include:

- Public outreach meetings and open house events will be organized and led by the City.
- Budget for this subtask includes one staff member attending up to two virtual or in-person meetings (2-hour duration each) and one staff member attending one in-person open house (4-hour duration).

Task 06 – Preliminary Design

Subtask 06-01 – 30% Plans and Estimate

Objective

Prepare a design report, preliminary (30%) engineering plans, and an Engineer’s Opinion of Probable Cost (PS&E) for the preferred alternative selected under Task 05.

Approach

The following activities are associated with this task:

- Prepare a preliminary design report. Preparation of the report will include hydrologic/hydraulic modeling in accordance with Ecology’s Stormwater Management Manual for Western Washington (SWMMWW) and City design standards.
- Identify potential utility conflicts, mark conflict locations in the field, and work with City Public Works staff to pothole each location. Incorporate pothole information into design.
- Prepare 30% engineering plans.
- Prepare a 30% engineer’s opinion of probable cost.
- Perform internal quality control/quality assurance (QC/QA) process.
- Attend one design review meeting with the City.

Deliverables

The following deliverables are associated with this subtask:

- Pothole plan in PDF format.
- Preliminary Design report in PDF format.
- Proposed 22 by 34-inch plan sheets as follows:
 - Cover with Vicinity Map and Sheet Index 1 sheet
 - Legend and Abbreviations 1 sheet
 - Existing Conditions and Horizontal Control 1 sheet at 1” = 50 feet scale
 - Roadway Grading and Drainage Plan and Profile 4 sheets at 1” = 20 feet scale

→ Shoreline Restoration Plan	1 sheet at 1" = 20 feet scale
→ Outfall Details	2 sheets
→ Stormwater Details	<u>1 sheet</u>
	11 sheets total

- 30% EOPC in PDF and Excel format.

Assumptions

The following assumptions apply to this task:

- The project meets ESA (4)d RRMP requirements and no U.S. Army Corps of Engineers (Corps) /National Marine Fisheries Service/U.S. Fish and Wildlife Service Biological Evaluation will be required. No ESA consultation for the Corps permit will be required due to RRMP coverage.
- Project will be designed in accordance with Ecology’s Stormwater Management Manual for Western Washington (SWMMWW). This project discharges to a flow control exempt water body and therefore detention facilities will not be required.
- Budget assumes one treatment vault at a single location.
- Road and sidewalk cost options that are evaluated in Subtask 05-04 will determine the amount of new and replaced hard surfaces that are proposed with this project. City will select roadway improvements before the 30% design phase begins. If roadway improvements are changed or added to the project after the 30% design phase, amendment may be needed to update the stormwater treatment and outfall designs.
- Selected road and sidewalk options will include layouts and preliminary grading information and will not require any additional sheets for 30% design submittal. Grading and section details will be provided in subsequent Task 07 for final design.
- Potholing to determine existing pavement thicknesses and/or locations of existing underground utilities will be performed using City-provided crews and equipment with observation provided by Parametrix. Utility coordination will be completed by the City.
- Cost estimates will be based on a combination of historical information on recent similar local projects, recent WSDOT bid tabs, and a more detailed analysis for the major components.
- All specifications will be developed during final design task.
- AutoCAD and PDF files of all drawings and documents will be submitted to the City electronically. Hardcopies of deliverables are excluded.
- City’s review period for 30% design package is 4 weeks.
- The City will provide one set of resolved and consolidated comments on 30% design which will be incorporated into the 60% design submittal.
- The Parametrix PM and two lead designers will attend one 30% design review meeting virtually or in person to discuss City comments on the 30% design.
- Internal Parametrix QC/QA documentation is excluded as a deliverable.

Subtask 06-02 – Geotechnical Investigation and Report

Objective

To understand existing site characteristics from a geotechnical perspective including but not limited to characteristics of existing soils. To advise on feasible wall types around the site and maximum slope for daylighting on existing soils. To summarize all findings in a geotechnical report.

Approach

The approach to this subtask includes:

- Parametrix will contract with Aspect Consulting to complete geotechnical investigations of the existing soil information and prepare a geotechnical report.

A copy of the scope and fee estimate for Aspect Consulting is enclosed with this proposal.

Deliverables

The deliverable for Subtask 6.02 consists of the following:

- Geotechnical Report (in PDF format)

Assumptions

Assumptions and exclusions are included in the proposal provided by Aspect Consulting.

Task 07 – Final Design

Subtask 07-01 – 60% PS&E

Objective

Prepare 60% plans, specifications, and engineer’s opinion of probable cost (PS&E).

Approach

Activities in this subtask include:

- Advance drawings to 60% design level.
- Prepare 60% Stormwater Design Report.
- Develop 60% Bidding Documents (Special Provisions and front-end Bidding and Contract Documents).
- Perform internal QC/QA process.
- Attend one design review meeting with the City.

Deliverables

- Design Report in PDF format.
- 60% plan set 22 by 34-inch in PDF format. The proposed plan sheets are listed as follows:
 - Cover with Vicinity Map and Sheet Index 1 sheet
 - Legend and Abbreviations 1 sheet

→ Existing Conditions and Horizontal Control	2 sheet at 1"=40 feet scale
→ Demolition and TESC Plan and Details	4 sheets at 1"=20 feet scale
→ Drainage Plan and Profile	4 sheets at 1"=20 feet scale
→ Intersection Grading	1 sheet at 1"=10 feet scale
→ Park Grading	1 sheet at 1"=10 feet scale
→ Driveway Grading Plans	2 Sheets at 1"=20 feet scale
→ Ramp Grading and Details	2 sheets
→ Wall Detail	2 Sheets
→ Shoreline Restoration Plan and Details	2 Sheets
→ Landscape Plans	2 sheets
→ Irrigation Plans	2 sheets
→ Roadway and Drainage Details	3 sheets
→ Outfall Details	3 sheets
→ Stormwater Details	2 sheets
→ Signing and Channelization Plan	1 Sheets at 1"=50 feet scale
→ Utilities Plan	2 Sheets
→ Temporary Traffic Control Plans	<u>3 Sheets</u>
	40 sheets total

- 60% EOPC in PDF and Excel format.
- 60% Special Provisions in PDF format.

Assumptions

- AutoCAD and PDF files of all drawings and documents will be submitted to the City electronically. Hardcopies of deliverables are excluded.
- Budget assumes trench restoration only, overlay and four new ADA ramps at 10th Ave and Perry.
- Cost estimates will be based on a combination of historical information on recent similar local projects, recent WSDOT bid tabs, and a more detailed analysis for the major components.
- Special provisions and all drawings will follow WSDOT/American Public Works Association (APWA) format. City will provide Parametrix with the template of latest front-end Bidding and Contract documents.
- City’s review period for 60% design package is 4 weeks.
- The City will provide one set of resolved and consolidated comments on the 60% design which will be incorporated into the 90% design submittal.
- The Parametrix PM and two lead designers will attend one 60% design review meeting virtually or in person.
- Internal Parametrix QC/QA documentation is excluded as a deliverable.

Subtask 07-02 – 90% PS&E

Objective

Prepare 90% plans, specifications, and engineer’s opinion of probable cost (PS&E).

Approach

Activities in this subtask include:

- Advance drawings to 90% design level.
- Prepare 90% Stormwater Design Report.
- Develop 90% Bidding Documents (Special Provisions and front-end Bidding and Contract Documents).
- Perform internal QC/QA process.
- Attend one design review meeting with the City.

Deliverables

- Stormwater Design Report in PDF format.
 - 90% plan set 22 by 34-inch in PDF format. The proposed plan sheets are listed as follows:
 - Cover with Vicinity Map and Sheet Index 1 sheet
 - Legend and Abbreviations 1 sheet
 - Existing Conditions and Horizontal Control 2 sheets at 1”=40 feet scale
 - Demolition and TESC Plan and Details 4 sheets at 1”=20 feet scale
 - Drainage Plan and Profile 4 sheets at 1”=20 feet scale
 - Intersection Grading 1 sheet at 1”=10 feet scale
 - Park Grading 1 sheet at 1”=10 feet scale
 - Driveway Grading Plans 2 Sheets at 1”=20 feet scale
 - Ramp Grading and Details 2 sheets
 - Wall Detail 2 Sheets
 - Shoreline Restoration Plan and Details 2 Sheets
 - Landscape Plans 2 sheets
 - Irrigation Plans 2 sheets
 - Roadway and Drainage Details 3 sheets
 - Outfall Details 3 sheets
 - Treatment Details 2 sheets
 - Signing and Channelization Plan 1 Sheet at 1”=50 feet scale
 - Utilities Plan 2 Sheets
 - Temporary Traffic Control Plans 3 Sheets
- 40 sheets total**

- 90% EOPC in PDF and Excel format.
- 90% Bidding Documents (Special Provisions and front-end Bidding and Contract Documents) in PDF format.

Assumptions

- AutoCAD and PDF files of all drawings and documents will be submitted to the City electronically. Hardcopies of deliverables are excluded.
- Budget assumes trench restoration only, overlay and four new ADA ramps at 10th Ave and Perry.
- Cost estimates will be based on a combination of historical information on recent similar local projects, recent WSDOT bid tabs, and a more detailed analysis for the major components.
- Special provisions and all drawings will follow WSDOT APWA format. City will provide Parametrix with the template of latest front-end Bidding and Contract documents.
- City’s review period for 90% design package is 4 weeks.
- The City will provide one set of resolved and consolidated comments on the 90% design which will be incorporated into the 100% design submittal.
- The Parametrix PM and two lead designers will attend one 90% design review meeting virtually or in person.
- Internal Parametrix QC/QA documentation is excluded as a deliverable.

Subtask 07-03 – Final Bid Set (100% PS&E)

Objective

Prepare Final Bid Set plans, specifications, and engineer’s opinion of probable cost (100% PS&E).

Approach

Activities in this subtask include:

- Advance drawings to Bid Set design level.
- Prepare final Stormwater Design Report.
- Develop Final Bid Set Bidding Documents (Special Provisions and front-end Bidding and Contract Documents).
- Perform internal QC/QA process.

Deliverables

- Stormwater Design Report in PDF format.
- Bid Set (22- by 34-inch) plan set in PDF format. The proposed plan sheets are listed as follows:
 - Cover with Vicinity Map and Sheet Index 1 sheet
 - Legend and Abbreviations 1 sheet
 - Existing Conditions and Horizontal Control 2 sheet at 1”=40 feet scale
 - Demolition and TESC Plan and Details 4 sheets at 1”=20 feet scale

→ Drainage Plan and Profile	4 sheets at 1"=20 feet scale
→ Intersection Grading	1 sheet at 1"=10 feet scale
→ Park Grading	1 sheet at 1"=10 feet scale
→ Driveway Grading Plans	2 Sheets 1"=20 feet scale
→ Ramp Grading and Details	2 sheets
→ Wall Detail	2 Sheets
→ Shoreline Restoration Plan and Details	2 Sheets
→ Landscape Plans	2 sheets
→ Irrigation Plans	2 sheets
→ Roadway and Drainage Details	3 sheets
→ Outfall Details	3 sheets
→ Treatment Details	2 sheets
→ Signing and Channelization Plan	1 Sheet at 1"=50 feet scale
→ Utilities Plan	2 Sheets
→ Temporary Traffic Control Plans	<u>3 Sheets</u>
	40 sheets total

- 100% EOPC in PDF and Excel format.
- Bid set contract documents.
- AutoCAD and PDF files of all drawings and documents provided digitally.
- Two hard copies of bid set plans on full-sized sheets (sealed by Washington professional engineer), special provisions, and contract documents.

Assumptions

- Budget assumes trench restoration only, overlay and four new ADA ramps at 10th Ave and Perry.
- No major changes to the 90% design package will be required, such as, a completely new treatment or outfall layout. No modeling adjustments will occur after the 90% submittal.
- Special provisions and all drawings will follow WSDOT/APWA format.
- Deliverables will be submitted electronically as PDF files. Hardcopies of deliverables are excluded.
- Internal Parametrix QC/QA documentation is excluded as a deliverable.
- All permitting efforts have been completed.
- This scope of work does not include preparation of a conformed set of plans and specifications to incorporate any elements revised by bid addenda.

Subtask 07-04a – Final Design of Roadway Cost Option 1 (OPTIONAL)

Objective

If the City decides to include Option 1 described in Subtask 05-04, this subtask will provide support to design and prepare 60%, 90%, and Bid Set plans, specifications, and estimate for the selected road and sidewalk options selected by the City.

This subtask is optional and will be activated by an amendment.

Approach

Activities in this subtask include:

- Complete final design of Option 1 as described in Subtask 05-04.

Deliverables

The following deliverables are associated with this subtask:

- Additional 60%, 90%, and Bid Set plan sheets:
 - Intersection Grading 1 sheet
 - Driveway Grading 1 sheet
 - Roadway and Sidewalk Grading 2 sheets
 - Typical Sections 1 sheet
 - Ramp Grading 2 sheets
 - Roadway and Drainage Details 1 sheet
 - Signing and Channelization Plan 1 sheet

9 added sheets total
- Additional 60%, 90%, and Bid Set technical specifications for selected improvements.
- Additional 60%, 90%, and Bid Set cost estimate for selected improvements.

Assumptions

The following assumptions apply to this subtask:

- Budget assumes design efforts for the following roadway improvements as described in Subtask 05-04:
 - Option 1: Shore Drive
- Plan sheets, technical specifications, and estimate for each selected cost option selected will be incorporated into the deliverables of each submittal.
- City will select roadway improvements before the 30% design phase begins. If roadway improvements are added to the project after the 30% design phase, additional budget may be needed to update the stormwater treatment and outfall designs for increased impervious surface.

- Work completed in Subtask 05-04 will serve as the 30% design of Option 1. Budget assumes no additional effort for 30% design of Option 1.
- Budget assumes no right-of-way impacts or coordination.

Subtask 07-04b – Final Design of Roadway Cost Option 2 (OPTIONAL)

Objective

If the City decides to include Option 2 described in Subtask 05-04, this subtask will provide support to design and prepare 60%, 90%, and Bid Set plans, specifications, and estimate for the selected road and sidewalk options selected by the City.

This subtask is optional and will be activated by an amendment.

Approach

Activities in this subtask include:

- Complete final design of Option 2 as described in Subtask 05-04.

Deliverables

The following deliverables are associated with this subtask:

- Additional 60%, 90%, and Bid Set plan sheets:

→ Intersection Grading	1 sheet
→ Driveway Grading	1 sheet
→ Roadway and Sidewalk Grading	1 sheet
→ Typical Sections	1 sheet
→ Ramp Grading	1 sheet
→ Roadway and Drainage Details	<u>1 sheet</u>
6 added sheets total	
- Additional 60%, 90%, and Bid Set technical specifications for selected improvements.
- Additional 60%, 90%, and Bid Set cost estimate for selected improvements.

Assumptions

The following assumptions apply to this subtask:

- Budget assumes design efforts for the following roadway improvements as described in Subtask 05-04:
 - Option 2: Perry Ave.
- Plan sheets, technical specifications, and estimate for each selected cost option selected will be incorporated into the deliverables of each submittal.
- City will select roadway improvements before the 30% design phase begins. If roadway improvements are added to the project after the 30% design phase, additional budget may

be needed to update the stormwater treatment and outfall designs for increased impervious surface.

- Work completed in Subtask 05-04 will serve as the 30% design of Option 2. Budget assumes no additional effort for 30% design of Option 2.
- Budget assumes no right-of-way impacts or coordination.

Subtask 07-05 – Bidding Support

Objective

To assist the City in the bid selection process and award of the construction contract.

Approach

Activities in this subtask include:

- Answer questions from Bidders.
- Prepare up to one bid addendum.

Deliverables

The following deliverables are associated with this subtask:

- Response to up to three bidder questions via email.
- Electronic copies of up to one bid addendum.

Assumptions

The following assumptions apply to this subtask:

- Budget assumes responses to up to three questions estimated at 2 hours each.
- This scope of work does not include preparation of a conformed set of plans and specifications to incorporate any elements revised by bid addenda.

Task 08 – Services During Construction

Subtask 08-01 – Engineering Support During Construction

Objective

To provide engineering support services during construction phase of the project.

Approach

Activities in this subtask include:

- Attend preconstruction meeting.
- Attend meetings during construction as requested.
- Review Contractor’s submittals for compliance with the specifications.
- Respond to applicable contractor’s requests for information (RFIs).

Deliverables

The following deliverables are associated with this subtask:

- Electronic copies of responses to material submittals, cut sheets, and shop drawing review.
- Electronic copies of RFI responses.

Assumptions

The following assumptions apply to this subtask:

- Budget assumes up to two Parametrix staff members will attend the preconstruction meeting estimated at 4 hours each (2 hours travel, 2 hours duration).
- Budget assumes one Parametrix staff member will attend up to six construction meetings or site walks at an estimated at 4 hours each (2 hours travel, 2 hours duration).
- Parametrix will review and respond to up to six submittals at an estimated 2 hours each.
- Parametrix will review and respond to up to four RFIs at an estimated 3 hours each.
- Materials testing during construction will be completed by the City.
- Budget assumes baseline scope. Amendment may be required for engineering support for selected roadway options.

Subtask 08-02 – Design Modifications During Construction

Objective

To provide design modifications as needed during construction due to unanticipated conditions.

Approach

Activities in this subtask include:

- Update design as needed during construction.

Deliverables

The following deliverables are associated with this subtask:

- Electronic copies of modified plan sheets or specifications.

Assumptions

The following assumptions apply to this subtask:

- Work under this subtask will be completed as requested and authorized in writing by the City. Parametrix will provide a budget estimate for the requested design modification prior to beginning the work.
- Budget assumes up to 20 hours total of design modification support from two staff members.
- Design modifications beyond the allotted budget, if needed, will be prepared under a future task or task amendment.
- No meetings or site visits are included in this task.

Task 09 – Management Reserve

Objective

Provide additional services that are outside of this current scope of work.

Approach

Work under this task will provide additional technical services that is outside of the current scope of work as requested and authorized in writing by the City.



Applied Professional Services, Inc.

43530 SE North Bend Way
North Bend, WA 98045

“Solutions that exceed expectations”

Date	Project Address/Job Number:	Services Performed For:
10/12/2023	Shore Drive.	Parametrix
	E 9 th St – E 11 th St. – Perry Ave.	
	Bremerton, WA	Kristy Allinson
	P1699	KAllinson@parametrix.com

Scope of Work

- A. APS, Inc. will employ all industry and best practices to designate and mark the known conductible and/or non-conductible utilities within the project boundaries.
- B. APS, Inc. will sweep the area, after the known utilities have been marked, to attempt to identify any unknown or abandoned utilities.
- C. The project boundaries are defined by civil drawings or maps provided by the Client.

Cost Estimate

LABOR DESCRIPTION	HOURS	RATE	AMOUNT
Conductible Locates (RM Locating®)	16	\$130.00	\$2,080.00
		Total	\$2,080.00



MATCH LINE - SEE SHEET 2

E 9TH ST STORM IMPROVEMENTS
 FIGURE 1 - SURVEY REQUEST (SHEET 1 OF 3)
 1"=100'

MATCH LINE - SEE SHEET 1



Rim, IEs, and diameter of all existing storm structures and pipes.

IE and diameter of existing storm outfall.

E 9th ST STORM IMPROVEMENTS
FIGURE 1 - SURVEY REQUEST (SHEET 2 OF 3)
1"=100'

E 9TH ST STORM IMPROVEMENTS FIGURE 1 - SURVEY REQUEST (SHEET 3 OF 3) NTS

- Beach Surveying. Greater Density in the E 9th Street Area
- Extend as far down profile as possible (MLLW), catch any major changes or breaks in slope, edge of bulkhead, rock revetment or other shoreline treatment, location of outfalls, OHW, nearshore upland elevations
 - Red line is approx. profile location. Area around project site should be topo data supplementing profile to produce 1' contour interval map



Scope of Work – Coastal Engineering Services

Parametrix – City of Bremerton E. 9th St Outfall Improvement

Introduction

The East 9th Street Stormwater Improvements project will address stormwater capacity issues in the existing stormwater network in the lower Manette neighborhood in Bremerton. Stormwater will be diverted from an undersized (12”) stormwater outfall located at the west end of East 11th Street to the existing 6” outfall at East 9th Street. The 6” outfall will be upsized and replaced to accommodate the additional flow. The new outfall will be discharged to Puget Sound at either a nearshore or offshore outfall terminus. The planning and design of the outfall will require coastal engineering assessment and analysis work. MN will lead the coastal engineering work in support of Parametrix overall stormwater planning and design efforts. M&N has developed the following scope of work to assist Parametrix with coastal engineering specialty support services within the nearshore and estuary areas of the proposed restoration action.

Scope of Work

Task 1: Coastal Engineering Assessment

Task 1.1 Existing Data Compilation and Review

M&N will develop a list of information requests from the City and compile and review existing data and prior nearby studies and summarize the findings for use in conducting a site visit (task 1.2). M&N will compile and review publicly available information on coastal and geomorphological processes including tides and water levels, winds, recent storms, wind-waves, vessel wakes, and littoral drift. Records of recent and historical work activities as well as available record drawings for the project area prior improvements, provided by the City, will be reviewed. M&N will review and analyze existing historical survey and photography data sets and develop a data gap assessment.

Task 1.2 Site Reconnaissance

Two M&N coastal engineers will visit the site during a daylight low tide event to observe site conditions. M&N will determine project site characteristics (e.g. beach material size and composition by location on the project site) and review the nearshore process in the project area reach. M&N will document key observations (e.g. sand and gravel accumulation, scour, etc...) with ground photos. It is expected this site visit will be attended by Parametrix and City personnel depending on availability. Document results in Task 1 summary memorandum.

Task 1.3 SLR/Climate Change Assessment

Conduct a review of Bremerton code and best available science for Puget Sound and Bremerton area relative to the project site and type of project improvements. Assessment will provide recommendations for criteria to be used for the shoreline improvements and as criteria for the stormwater system outfall design.

Task 1.4 Coastal Processes Assessment

Conduct qualitative coastal geomorphic processes analysis utilizing available data, site visit observations, and prior experience with similar coastal nearshore/estuarine projects relative to the planned outfall improvements. The assessment will include a review of wave exposure, historical studies, site survey data (including beach survey profiles to assist in the coastal geomorphic assessment), review of beach material composition and a field site assessment. This work will help establish the knowledge base for the existing physical processes at the site to aid in the planning and design work. Evaluate historic shoreline change through review of available survey data and aerial photography. Evaluate existing conditions of shoreline for protection of new

infrastructure, public access and relative to soft shore or designing with nature stabilization opportunities. The assessment will evaluate the potential for designing with nature improvements and soft stabilization measures to address any shoreline stabilization needs. This task will outline the existing coastal processes present at the project site as a basis for the concept design and will be summarized in the task 1 summary technical memorandum.

Assumption. Survey profiles on the beach at the East 9th Street location and at periodic locations south and north of the project site will be provided to MN by Parametrix in both x,y,z and ACAD base map format to complete the Task 1.4 work.

Task 1.5 Outfall Concept Design Alternatives Screening

MN will support Parametrix with a review of proposed outfall options relative to coastal process at the site. Consideration for City shoreline master program, habitat concerns, and hydraulic code will be included as part of the alternatives screening work with emphasis on coastal processes. Outline coastal engineering criteria to support alternatives analysis based on results of task 1.4 work. Review the potential for impact from alternatives on longshore sediment transport, changes in beach substrate size and potential for impact to adjacent properties. Provide assistance on evaluating a nearshore location versus a deeper water offshore outfall terminus. Alternatives screening review will include consideration for green or soft-shore stabilization versus grey traditional shoreline protection schemes (bulkhead or revetment). Assist with screening of alternatives to develop a short list of recommended alternatives for further, more detailed analysis and investigation. Review for the potential for impact on longshore sediment transport, changes in beach substrate size and potential for impact to adjacent properties. Evaluation will include future maintenance, performance, construction cost, regulatory considerations (WDFW Hydraulic Code, Marine Shoreline Modification Guidelines and City of Bremerton Shoreline Master Plan), and other factors deemed critical to ranking alternatives.

Assumption. Criteria for habitat and regulatory considerations to be provided to MN by others.

Task 1.6 Meetings & Deliverable

Attend one meeting with Parametrix and the City to discuss status of the work and present results to gather input for finalizing the coastal engineering assessment. M&N will develop a technical memorandum summarizing the results of the coastal engineering assessment.

Assumption. Assumed meetings: 7 team meetings, 2 client meetings (1 in person) and 1 regulatory agency meeting. All meetings are assumed to be virtual except those noted to be in person.

Task 1 Deliverables

- Data Gaps, Assumptions & Evaluation Criteria Summary Memo.
- PowerPoint slide deck summarizing results of Coastal Assessment in PDF format. Will include conceptual level opportunities and recommendations.
- Draft and Final Technical Memorandum in PDF electronic format. One round of review and revision assumed.

Task 2: Design Support

M&N will provide design support based on the results of Task 1 work. Work in this task would include the following:

- Conceptual Design Support. Assist in developing design concepts for shoreline protection and restoration at the outfall location. Work could include assistance with cross section design, stable size beach material, shoreline armoring if applicable and other features subject to coastal processes and wave action.
- Constructability Assessment. Review alternatives relative to construction requirements

October 9, 2023

- Meetings. Attend coordination meetings with Parametrix (2) throughout the duration of the work.

Task 2 Deliverables

- Design support recommendations by technical memorandum.

General Assumptions

- Parametrix will be responsible for the following work that our scope of work is dependent on to complete the work.
 - Topographic survey base map in ACAD .dwg format and an ASCII data file. Survey vertical datum needs conversion to MLLW datum. Survey delineating the location of bulkheads, shoreline structures, vegetation line and debris line where applicable.
 - Jurisdictional lines; High Tide Line and Ordinary High Water outlined on the ACAD base map.
 - Beach profile surveys at the project vicinity and in both directions north and south to outline the nearshore beach conditions. Beach profiles to extend to as low elevation as possible (preferably to MLLW elevation).
- Habitat Assessments. Habitat assessment work for the nearshore will be provided by others.
- No new numerical modelling or detailed hydrodynamic analysis will be conducted for the coastal engineering Task 1 work. The task 1 work will focus on qualitative assessment utilizing existing information and prior similar experience.
- Geotechnical Assessment by others. Sieve analysis on up to 3 samples taken by MN from the beach surface will need to be conducted.
- Preliminary design for permitting is assumed to be conducted by Parametrix.
- Final design support is not included.

Estimated Fee

The work will be conducted on a T&M NTE basis with an estimated fee to complete the work is as follows:

Task 1 = \$ 48,230

Task 2 = \$16,220

Total = \$64,450

A breakdown of hours by classification are provided in the attachment A.

EXHIBIT A

City of Bremerton 9th Street Stormwater Improvements

Scope of Work

INTRODUCTION

This Scope of Work describes work to be performed to assist Parametrix and the City of Bremerton Public Works and Utilities (PWU) in documenting environmental conditions and obtaining permits and approvals for the 9th Street Stormwater Improvements project. This project will improve stormwater conveyance and will include replacement of an existing marine stormwater outfall in the Manette neighborhood of east Bremerton. This Scope of Work generally consists of the following elements:

- Characterize existing environmental conditions on the site.
- Prepare environmental documentation to support design and permit applications.
- Prepare permit applications and coordinate permit review and approvals.

Task 4.1 – Site Characterization and Preliminary Assessment

Objective: Prepare environmental documentation for the site necessary to support permit applications.

Activities: This task consists of the following activities:

- Work with the City and consultant team to develop project schedule and work plan.
- Review existing environmental documentation for the project site consisting of critical areas, shoreline, hydrology, utilities, fish presence and other applicable information.
- Perform field characterization of the site to delineate ordinary high-water mark (OHWM) and habitat conditions within the project limits and adjacent areas. Provide field sketches of OHWM and coordinate with Parametrix on survey and base map preparation. Survey will be provided by Parametrix.
- Characterize shoreline habitat, vegetation and substrate. Review substrate data collected by others to support beach mix sizing and shoreline beach fill specifications.
- Following the site field work, prepare a summary in email format of existing conditions and expected permit requirements.
- Review and confirm ARPA permitting requirements with the City.
- Assist Parametrix and the City in developing a permitting approach, strategy and schedule.

Deliverables: The following deliverables are associated with this task:

- Base map markups including field map of numbered OHWM flags (if necessary).
- Summary of existing conditions and potential permitting requirements.

Assumptions: The following assumptions are associated with this task:

- Nearshore habitat assessment limits will extend approximately 200-ft east and west of the project site, and to approximately mean low water elevation or limit of low tide window that is available during the site characterization period.
- If a deep water outfall option is selected for design, then a supplemental marine vegetation survey will likely be required during spring 2024 low tides. This supplemental assessment, if necessary, would be covered under Management Reserve budget (Task 09). This marine survey would be conducted on foot during low tide and would not require a dive survey of sub-tidal conditions.

Task 4.2 – Permit Applications and Approvals

Objective: Prepare environmental documentation and permit applications.

Activities: This task consists of the following activities:

- Prepare JARPA application including Shoreline Substantial Development (SSDP) exemption.
- Using information from the Alternative Analysis (Task 05), prepare a *Site Assessment, Alternatives Analysis and Design Rationale* report pursuant to WDFW HPA requirements codified in WAC 173-27-120. The report will describe site conditions, field work, alternatives considered, risks, proposed design, impact avoidance/minimization and mitigation requirements and shoreline no net loss habitat analysis.
- Prepare a SEPA Environmental Checklist and coordinate submittal and review with the City Department of Community Development (DCD).
- Prepare an abbreviated FEMA Biological Evaluation for submittal to City DCD for work within the coastal floodplain.
- Prepare the HPA application via WDFW APPS system.
- Prepare ESA 4(d) Regional Road Maintenance Program (RRMP) documentation.
- Submit permit applications to the Corps, WDFW and City and respond to comments.

Deliverables: The following deliverables are associated with this task:

- Draft and final *Site Assessment, Alternatives Analysis and Design Rationale* report
- Draft and final JARPA application.
- Draft and final Abbreviated Biological Evaluation in FEMA format.
- Draft and final SEPA Environmental checklist.
- ESA 4(d) RRMP documentation form.
- Supplemental information to support questions and comments that arise during permit application review.

Assumptions: The following assumptions are associated with this task:

- The *Site Assessment* prepared to support the HPA will utilize the coastal engineering analysis prepared by others for wind and wave analysis, beach substrate grain size, erosion risk, shoreline stability risk, nearshore drift analysis, and beach nourishment feasibility/potential.
- Cultural resource assessment and Inadvertant Discovery Plan will be provided by Parametrix, if applicable.
- The project meets ESA (4)d RRMP requirements and no Corps/NMFS/USFWS Biological Evaluation will be required. No ESA consultation for the Corps permit will be required due to RRMP coverage.
- No SSDP and/or Conditional Use Permit will be required.
- It is assumed that a beach nourishment monitoring plan will not be required as a condition of the HPA from WDFW. If a monitoring plan is required budget would be provided via the Management Reserve task (Task 09).
- Beach restoration/nourishment and beach restoration plans will be prepared by Parametrix. Struck Environmental will provide design comments in red-line format.
- An 8 hour allowance is provided to support questions and comments that arise during permit application review.

Task 4.3 – Meetings and Coordination

Objective: Coordinate with the City and consultant team and provide task management and administration.

Activities: This task consists of the following activities:

- Participate in up to six in-person or virtual meetings with the City including site visits, agency review meeting, design review meetings and draft permit application review meetings.
- Meet with the design team on up to 10 occasions.
- Assist with coordinating and documenting pre-application project review and feedback from WDFW and Suquamish Tribe.
- Provide task management, administration and routine coordination.

Deliverables: The following deliverables are associated with this task:

- Meeting agendas and notes.
- Monthly progress reports.
- Email documenting WDFW and Suquamish Tribe coordination and preliminary design concurrence.
- Routine communication and coordination correspondence.

Assumptions: The following assumptions are associated with this task:

- Project duration is assumed 18 months.
- One on-site meeting with the City, WDFW and Suquamish Tribe is assumed.

Team meetings and project review meetings will be virtual.

- No outreach assistance, public meetings or open house attendance are included in scope.

Task 4.4 – Design Support

Objective: Assist Parametrix and the City in developing habitat and mitigation related design elements.

Activities: This task consists of the following activities:

- Review/comment on outfall, beach restoration, habitat and mitigation related project design concepts.
- Prepare schematic level mitigation concept plan at the approximate 15% design level to support alternatives development and permitting agency coordination.
- Review 30%, 60%, 90% and final outfall, beach and shoreline restoration design sheets.
- Participate in up to three in-person or virtual meetings with Parametrix and the City related to final plans, specifications and cost estimates, (PS&E).

Deliverables: The following deliverables are associated with this task:

- Design review comments in red-line format.

Assumptions: The following assumptions are associated with this task:

- Plans will be prepared by Parametrix.

Task 05 – Feasibility Study

Objective: Prepare the Environmental Assessment portion of the Feasibility Study and Alternatives Analysis.

Activities: This task consists of the following activities:

- Prepare the preliminary, draft and final Environmental Assessment for the Feasibility Study/Alternatives Analysis. The assessment will including the following information:
 - Summary of site conditions and regulatory requirements.
 - Summary of habitat related design considerations, including forage fish spawning habitat.
 - Evaluation of outfall and treatment alternative relative to regulatory requirements, schedule objectives/risks, habitat benefits and long term beach stability/maintenance.
- Prepare preliminary draft assessment for Parametrix review, draft assessment for City review and final assessment based on City comments.

Deliverables: The following deliverables are associated with this task:

- Preliminary, draft and final Environmental Assessment for Feasibility Study.

Assumptions: The following assumptions are associated with this task:

- Four alternatives will be considered in the Feasibility Assessment:
 - Nearshore outfall with energy dissipator
 - Nearshore outfall without concrete vault energy dissipator
 - Deepwater outfall
 - Additional alternative to be determined.
- Engineering design, planting plans and construction cost estimates will be prepared by Parametrix.

Task 08 – Services During Construction

Objective: Provide support services during the construction phase of the project.

Activities: This task consists of the following activities:

- Attend meetings as requested by the City.
- Review Contractor’s Requests for Information (RFIs) and submittals for compliance with the specifications as requested by the City.
- Respond to other project issues and needs as requested by the City.

Deliverables: The following deliverables are associated with this task:

- Email and/or memoranda communications as applicable.

Assumptions: The following assumptions are associated with this task:

- Work under this task will be on a time and materials basis up to the estimated budget allowance according to the costs shown in Exhibit B.

Task 09 – Management Reserve

Objective: Provide support to the City as requested that is outside the current scope of work.

Activities: This task may consist of the following activities:

- Assist the City with other supplemental field assessment, permit submittals, stakeholder coordination, preliminary design report and other services as may be required or requested due to permitting needs, regulatory agency requirements, design changes or other unanticipated changes or project needs.

Deliverables: The following deliverables are associated with this task:

- To be determined.

Assumptions: The following assumptions are associated with this task:

- The specific scope and budget for additional work requested by the City will be determined at the time of work request.

STRUCK ENVIRONMENTAL, INC.

Project: EAST 9th STREET STORMWATER IMPROVEMENTS
Client: City of Bremerton
Date: 10-03-23 v1

Exhibit B - Estimated Budget

TASK	DESCRIPTION	Struck Environmental	
		Phil Struck	
		Rate/Hr \$175	
		Hours	Cost
4.1	SITE CHARACTERIZATION AND PRELIMINARY ASSESSMENT		
	Review existing information and work plan	8	\$1,400
	Field characterization and OHWM delineation	8	\$1,400
	Review and confirm AARP permitting requirements	4	\$700
	Coordinate base map and site assessment	4	\$700
	Existing conditions summary and prelim. permit strategy	8	\$1,400
	Subtotal	32	\$5,600
4.2	PERMIT APPLICATIONS AND APPROVALS		
	WDFW Site Assessment, Alts Analysis, Design Rationale	16	\$2,800
	JARPA and SSDP Exemption	8	\$1,400
	FEMA Abbreviated BE	20	\$3,500
	Pre-submittal agency coordination	8	\$1,400
	Corps Permit Application package incl. RRMP documentaiton	8	\$1,400
	WDFW HPA	8	\$1,400
	SEPA	12	\$2,100
	Respond to agency review comments	8	\$1,400
	Subtotal	88	\$15,400
4.3	MEETINGS AND COORDINATION		
	Team meetings and coordination	20	\$3,500
	Meetings with City and stakeholders	16	\$2,800
	Task management, routine communications and administration	24	\$4,200
	Subtotal	60	\$10,500
4.4	DESIGN SUPPORT		
	Preliminary design	10	\$1,750
	Final design	8	\$1,400
	Subtotal	18	\$3,150
5	FEASIBILITY STUDY		
	Environmental assessment - preliminary	16	\$2,800
	Environmental assessment - draft	4	\$700
	Environmental assessment - final	4	\$700
	Subtotal	8	\$4,200
8	CONSTRUCTION ENGINEERING		
	Construction engineering support	8	\$1,400
	Subtotal	8	\$1,400
9	MANAGEMENT RESERVE		
	Corps/NMFS/USFWS Biological Assessment	40	\$7,000
	Other services as requested	10	\$1,750
	Subtotal	50	\$8,750
	TOTAL	180	\$49,000
	Mileage		\$100
	DIRECT COST TOTAL		\$100
	TOTALS		\$49,100



September 27, 2023

Brenna Tumbling, P.E.
Engineer IV
Parametrix, Inc.
1019 39th Avenue SE
Puyallup, Washington 98374

Re: Geotechnical Engineering Evaluation Proposal
East 9th Street Stormwater Improvements
Bremerton, Washington
Aspect Project No. 230371

Dear Ms. Tumbling:

Aspect Consulting LLC (Aspect) thanks you for the opportunity to provide this proposed scope of work and fee estimate for a geotechnical engineering investigation and evaluation in support of the East 9th Street Stormwater Improvements (Project) located along Shore Drive, Perry Avenue, and East 9th Street in the lower Manette neighborhood in Bremerton, Washington (Site). In preparation of this proposal, we discussed the Project with you, reviewed the relevant schematics from the City of Bremerton (City), and reviewed nearby available geologic data.

Herein we provide our understanding, proposed approach and scope of work, cost estimate, and schedule for your consideration.

Project Understanding

The Project includes increasing stormwater capacity at the Site by diverting flow to the existing outfall location at the East 9th Street Mini Park. The outfall will be replaced and upsized to accommodate the additional flow. The Project will also divert flow from Perry Avenue to the new outfall at the East 9th Street Mini Park. New conveyance pipelines along Shore Drive, Perry Avenue, and East 9th Street are expected at depths ranging from 2 to 8 feet below the ground surface. The pipeline from Perry Avenue and East 9th Street will need to be routed below an existing concrete masonry unit (CMU) retaining wall that separates the two lanes of Shore Drive. The new outfall will require shoreline improvements and modifications including removing existing concrete rubble and constructing new shoreline protection. The Project coastal engineer, Moffat & Nichol will be collecting sediment samples from the shoreline at/near the East 9th Street Mini Park to inform the outfall and shoreline protection design.

Based on our review of nearby project data and local geologic maps, the near-surface soils in the vicinity of the Project are anticipated to consist of glacial till with fill anticipated along roadway embankments and where previous grading has been completed.

Proposed Scope of Work

We will complete geotechnical explorations to characterize the subsurface conditions along the proposed stormwater conveyance lines. A piezometer will be installed and monitored to understand shallow groundwater conditions for informing potential dewatering design. If conditions warrant,



the piezometer can be hydraulically (“slug”) tested to estimate aquifer properties and inform preliminary hydrogeologic evaluations as an optional task.

Using the data from the explorations, we will complete geotechnical engineering analyses for trenching, temporary shoring, construction dewatering, pipe bedding, and backfilling requirements. We will prepare and submit a geotechnical engineering report in support of final design summarizing the results of our explorations, analyses, conclusions, and recommendations. We will complete the following tasks as part of our scope of work.

Task 1 – Data Review and Geologic Reconnaissance

We will review the readily available data and mapping at and near the Site and coordinate and execute a geologic reconnaissance of the Site. Our reconnaissance will be performed by traversing the accessible portions of the Site and near-Site areas, reviewing the condition of the retaining wall along Shore Drive, assessing the shoreline at the East 9th Street Mini Park, and noting the slope inclinations and visible geologic features such as outcrops, scarps, vegetation patterns, drainage characteristics, and springs. During our reconnaissance, we will mark our proposed exploration locations in white paint for planning and utility locating.

Task 2 – Subsurface Explorations

We plan to conduct a subsurface exploration program that consists of three drilled soil borings. We anticipate one boring will be completed along Shore Drive, one boring near the existing retaining wall at the west terminus of East 9th Street, and one boring along East 9th Street or Perry Avenue. In the event that shallow groundwater is encountered, we propose a contingency budget to allow for the installation of one shallow piezometer to allow for groundwater monitoring and dewatering evaluations (if needed).

Subtask 2.1- Utility Locating and Traffic Control Planning

The drilled soil borings will be located within the existing roadways and City right-of-way (ROW). All field activities will be coordinated with you and the appropriate Project stakeholders prior to the start of any work at the Site. A minimum of 3 business days prior to our explorations, we will visit the Site as part of Task 1 to mark the exploration locations in white paint for planning and utility locating. We will use the public one-call utility locating service and subcontract with a private utility locating service to clear the proposed areas of exploration. We should be provided with any drawings or other information available on utility locations within the limits of the Site. Our fee does not include utility repair costs. We will take reasonable precautions to reduce the potential for damage to utilities; however, Aspect does not assume responsibility for the cost of repairing utilities that are unmarked or incorrectly marked.

Aspect will also subcontract with a traffic control contractor to prepare Traffic Control Plans (TCPs) for single lane closures at two of the boring locations. We understand from the City that the location near the existing retaining wall can be fully closed from traffic for the duration of the exploration. The TCPs for the other locations will be provided to Parametrix and the City for approval and we will have our subcontractor execute the approved TCPs during the subsurface explorations.

Subtask 2.2- Soil Borings

We will advance three machine-drilled soil borings at the Site. We will coordinate with you, the City, and other relevant Project stakeholders on the final boring locations. The borings will be

advanced using rotary drilling techniques from truck-mounted drill rig by a driller operating under subcontract to Aspect. We will conduct density testing and collect samples at 2.5-foot intervals to a depth of 15 to 20 feet in general accordance with ASTM International (ASTM) Method D1586. If appropriate, Shelby tube samples will be used to collect relatively undisturbed soil samples. We anticipate the borings will extend approximately 15 feet below the existing ground surface. The borings will be backfilled with bentonite chips per Washington State regulations and include surface patching to match the surrounding conditions (quick-set concrete).

Subtask 2.3- Optional Piezometer Installation and Groundwater Monitoring

In the event that shallow groundwater is encountered in the borings that could impact the proposed trenching activities, one of the borings will be completed as a 2-inch-diameter piezometer for groundwater monitoring. The piezometer will consist of a screened section of slotted PVC pipe surrounded by sand. The piezometer will be developed to establish a good hydraulic connection with the surrounding soil and instrumented with a submersible pressure transducer set to record near continuous groundwater readings. The piezometer will include a flush-mounted, traffic-rated, steel monument with a locking cap.

If the piezometer is installed, we will complete one round of manual groundwater monitoring and retrieve the pressure transducer approximately 3 months after the initial installation of the piezometer. The location of the piezometer is likely to be within the one of the roadways and will require a temporary lane closure to safely access. We will utilize the TCP developed for the soil boring activities and subcontractor with a traffic control contractor to implement the TCP during monitoring. The results of the groundwater monitoring will be plotted, shared with Parametrix, and included in our geotechnical report under Task 3.

Subtask 2.4- Lab Testing

Selected soil samples from the soil borings and up to three samples from Moffat & Nichol's sediment sampling will be submitted to a geotechnical engineering laboratory for testing and determination of index and engineering properties. Laboratory tests may include natural moisture content, grain size distribution, organic content, and Atterberg Limits (if fine-grained, cohesive soil is encountered). Lab testing will be completed in general accordance with the applicable American Society for Testing and Materials (ASTM) methods.

Assumptions

- All work will be within the existing right-of-way (ROW) or Parametrix will secure rights-of-entry for Aspect staff to access private properties and complete any necessary coordination with the landowners prior to our explorations.
- Any permits other than standard drilling permits (such as right-of-way permits) will be provided by others. Aspect can provide permit application information, but we assume other stakeholders will act as the permit holder(s).
- Advancement of the three borings and installation of the optional piezometer will take two full day assuming no delays or unique constraints related to road use, private property access, or traffic control.
- Cuttings generated by the borings will be drummed and hauled away unless an on-Site area for disposal is identified by the City.
- Our scope of work does not include restoration (other than backfilling and pavement patching as needed) or revegetation of areas cleared for equipment access.

Task 3 – Geotechnical Engineering Evaluation and Reporting

Based on our characterization of the subsurface conditions, we will complete geotechnical evaluations and summarize our findings in a report for the Project. The report will include the following:

- Exploration logs and site plan showing exploration locations
- Laboratory test results – including grain size distributions of the sediment samples provided by Moffat & Nichol
- Groundwater monitoring data (if completed)
- Trenching and backfilling considerations:
 - Excavation and temporary shoring for stormwater conveyance lines
 - Pipe subgrade preparation
 - Groundwater levels
 - Feasible dewatering techniques
 - Pipe zone bedding, backfill material and compaction requirements, and suitability of soil reuse
 - Wet weather considerations
 - Temporary erosion control
- Recommendations for protection of the existing retaining wall and an assessment of trenchless pipeline installation feasibility along with soil properties.

Assumptions

- Parametrix or the City will provide a recent topographic basemap/survey for use in our analyses and inclusion in our report.
- Preparation of plans, specifications, and cost estimates will be completed by Parametrix.
- Detailed dewatering design will be contractor-led and utilize the concepts and preliminary design information criteria developed by Aspect.
- We have assumed one round of draft report revisions in our scope where we assume you will provide a consolidated set of written comments for resolution and incorporation into the final report.

Task 4 – Design Meetings and Plans Review

We will participate in up to two virtual design team meetings for up to 2 hours each. We will review the pertinent geotechnical elements of the Project plans. We have assumed one round of review for the 60 and 90 percent Project plans (each) totaling 4 hours of review and coordination time. Under this task, we will also manage the work of our subcontractors, and correspond with Parametrix as needed with respect to contracts, insurance certificates, billing cycles, etc.

Cost Estimate

We propose to complete this scope of work on a time-and-materials basis in accordance with the attached Schedule of Charges with a base budget of \$33,250. The optional piezometer installation and groundwater monitoring will require an additional budget of \$5,267. A breakdown of our budget estimate, on a per-task basis, is shown below.

Task	Aspect Labor	Subs¹/ODC's²	Total
Task 1 – Data Review and Geologic Reconnaissance	\$1,555	\$110	\$1,665
Task 2 – Subsurface Explorations			
Subtask 2.1 – Utility Locating and Traffic Control	\$617	\$978	\$1,595
Subtask 2.2 – Soil Borings	\$5,324	\$10,634	\$15,958
Subtask 2.4 – Lab Testing	\$589	\$1,938	\$2,527
Task 3 – Geotechnical Evaluation and Reporting	\$7,487	-	\$7,487
Task 4 – Design Meetings and Plans Review	\$4,018	-	\$4,018
TOTALS:	\$19,590	\$13,660	\$33,250

1. Subs include a driller, traffic control, private utility locator, and laboratory testing.
2. ODCs include field vehicle/mileage, GPS equipment, field equipment, etc.

Optional Subtask 2.3 costs are summarized below:

Optional Task	Aspect Labor	Subs¹/ODCs²	Total
Subtask 2.3 – Optional Piezometer Installation	\$1,528	\$3,739	\$5,267

1. Subs include driller, traffic control.
2. ODCs include field vehicle/mileage, pressure transducer, etc.

The above scope and cost do not include civil stormwater drainage design, pilot infiltration testing, environmental engineering, surveying, structural engineering, detailed dewatering design, PS&E development, or services during construction.

Schedule

We are prepared to begin work on the Project immediately. We can conduct our reconnaissance within 2 weeks of notice-to-proceed and explorations (pending driller availability) within 6 weeks of notice-to-proceed. We can provide initial findings and consultation to Parametrix within 1 week of completion of the field work. Our draft report will be submitted to you within 4 weeks of completion of the field work. We will prepare and submit the final, stamped report within 1 week of receiving and resolving any review comments from you.

Closure

Our scope of services will be billed on a time-and-materials basis and performed in accordance with the terms and conditions of our forthcoming mutually agreed-upon subconsultant agreement. We will notify you and obtain your authorization if additional effort above and beyond the estimated scope of this work is required. We will use a Contract Change Form to request your authorization for any changes to this scope of services. This cost proposal is valid for 90 days unless extended in writing by Aspect.


In closing, we again thank you for the opportunity to prepare this proposal. Please contact the undersigned if you have any questions or to discuss any changes to our proposed scope of work.

Parametrix, Inc. – East 9th Street Stormwater Improvements
September 27, 2023

Project No. 230371

Sincerely,

Aspect consulting, LLC



Andrew J. Holmson, PE

Senior Associate Geotechnical Engineer
aholmson@aspectconsulting.com

Attachments: 2023 Aspect Schedule of Charges

V:\230371 East 9th St Stormwater Improvements\Contracts\Proposal Material\230371-A_Proposal_20230927.docx



SCHEDULE OF CHARGES

Effective January 2023

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

ENGINEERS, SCIENTISTS, AND ANALYSTS	Hourly Rate
Principals and Associates	
Principal 2	\$ 305
Principal 1	289
Sr. Associate	267
Associate	253
Senior, Project, and Staff Professionals	
Senior 3	253
Senior 2	238
Senior 1	222
Project 3	204
Project 2	189
Project 1	176
Staff 3	161
Staff 2	148
Staff 1	137

TECHNICAL AND PROJECT SUPPORT	Hourly Rate
Field Operations	
Technician 2	\$ 122
Technician 1	112
Design, CAD, and Graphics	
Engineering Designer	176
Sr. CAD	157
CAD	138
Sr. Graphic Designer	128
Graphic Designer	119
Technology	
Sr. Software Developer	250
Software Developer	219
Technical Editing and Project Coordination	
Sr. Technical Editor	140
Coordinator 3 / Technical Editor	128
Coordinator 2	120
Coordinator 1	111

OTHER CHARGES

Mileage	Federal Gov't Rate Plus 15%
Subcontractors and Project Expenses	Cost Plus 15%

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.

EXHIBIT B – Schedule

Work Element	Completed By
Notice to Proceed	Assumed December 15, 2023
Kickoff Meeting	Assumed January 3, 2024
Alternatives Analysis	May 24, 2024
30% Design Submittal	August 2, 2024
City Review and Feedback	August 30, 2024
60% Design Submittal	December 6, 2024
City Review and Feedback	January 3, 2025
90% Design Submittal	March 28, 2025
City Review and Feedback	April 25, 2025
Bid Set Submittal	June 6, 2025
Bidding/Award	January 2026
Construction	November 2026

NOTE: The assumed turnaround time for City review is 4 weeks.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

C8

SUBJECT:

Resolution to establish a Water Franchise Agreement with the City of Port Orchard

Study Session Date: January 10, 2024
COUNCIL MEETING Date: January 17, 2024
Department: City Attorney's Office
Presenter: Mychael Raya,
Assistant City Attorney
Phone: (360) 473-2345

SUMMARY: The City of Bremerton's water utility serves areas within the City of Port Orchard, which includes water mains and lines within Port Orchard right of way. No franchise agreement is in place between the parties to operate the water system within these areas. Staff from the City of Port Orchard and the City of Bremerton negotiated a franchise agreement that outlines the terms of Bremerton's use of Port Orchard's right of way. This franchise agreement will provide for better coordination and cooperation between Bremerton and Port Orchard.

Pursuant to RCW 35A.47.040, Port Orchard must approve a franchise agreement via ordinance, which requires two readings as well as passage by a majority of the entire city council. The first reading of the Ordinance occurred at the 12/12/23 Port Orchard City Council meeting and the second reading and subsequent passage occurred at the 12/19/23 Port Orchard City Council meeting. The terms of the franchise agreement require that Bremerton accept the franchise agreement via adoption of a resolution within sixty (60) days of the effective date of Port Orchard's approval in order for the agreement to be valid and binding.

ATTACHMENTS: 1) Resolution No. _____ accepting franchise, 2) Water Franchise Agreement with the City of Port Orchard

FISCAL IMPACTS (Include Budgeted Amount):

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve Resolution No. _____ establishing a Water Franchise Agreement with the City of Port Orchard.

COUNCIL ACTION: Approve Deny Table Continue No Action

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Bremerton, Washington, accepting the nonexclusive franchise agreement between the City of Port Orchard and the City of Bremerton for the purposes of allowing Bremerton to construct, maintain, operate, replace, and repair a water system within public right of way of the City of Port Orchard.

WHEREAS, portions of Bremerton’s water utility facilities are located within the city limits of Port Orchard and occupy portions of the Port Orchard right of way; and

WHEREAS, a portion of the Bremerton water service area is also within the city limits of Port Orchard; and

WHEREAS, staff from the City of Port Orchard and City of Bremerton have negotiated a franchise agreement that outlines the terms of Bremerton’s use of Port Orchard’s right of way which will allow Bremerton to continue to install, construct, maintain and operate a water system, including mains, appurtenances and service pipe within the city limits of Port Orchard; and

WHEREAS, the Parties to this franchise are subject to and participants in the Kitsap County Coordinated Water System Plan (“CWSP”) and pursuant to the CWSP have entered into a long term and mutually beneficial relationship for the provision of both wholesale water to Port Orchard and the provision of residential service directly to consumers in Port Orchard; and

WHEREAS, pursuant to the CWSP and this relationship, the Parties have entered into a series of interlocal and other agreements providing for the joint ownership and maintenance of water reservoirs in Port Orchard and other matters relating to the provision of water in Port Orchard by both Port Orchard and Bremerton; and

WHEREAS, the ongoing nature of this cooperative relationship for the provision of water by neighboring municipalities pursuant to the CWSP provides the basis for the understandings contained in this franchise agreement; and

WHEREAS, the Port Orchard City Council has authority to grant utility franchises pursuant to RCW 35A.47.040 and did so on December 19th, 2023, via ordinance; and

WHEREAS, the terms of the franchise agreement require that Bremerton accept the franchise agreement via adoption of a resolution within sixty (60) days of the effective date of Port Orchard’s approval of the franchise ordinance in order for the agreement to be valid and binding; **NOW THEREFORE,**

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

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

SECTION 2. Bremerton accepts the terms and conditions of this franchise agreement, thereby binding the Parties to such terms and conditions, and authorizes the Mayor to execute the “Acceptance of Franchise by Bremerton” document attached to the Water Franchise Agreement as page 15.

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

SECTION 4. *Effective Date.* This Resolution shall take effect and be in force immediately upon its passage.

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

JEFF COUGHLIN, Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

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

ORDINANCE NO. 042-23

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, GRANTING A NON-EXCLUSIVE FRANCHISE TO THE CITY OF BREMERTON FOR THE PURPOSES OF ALLOWING BREMERTON TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, AND REPAIR A WATER SYSTEM WITHIN PUBLIC RIGHTS OF WAY OF THE CITY OF PORT ORCHARD, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, portions of Bremerton’s water utility facilities are located within the city limits of Port Orchard and occupy portions of the Port Orchard rights of way; and

WHEREAS, a portion of the Bremerton water service area is also within the city limits of Port Orchard; and

WHEREAS, Port Orchard has requested Bremerton to enter into a water utility franchise for these facilities which will allow Bremerton to install, construct, maintain and operate a water system, including mains, appurtenances and service pipe along, under and across such city roads, streets, avenues, boulevards, alleys and public places hereinafter called “Rights-of Way,” within the city limits of Port Orchard; and

WHEREAS, the Port Orchard City Council (“Council”) has authority to grant utility franchises pursuant to RCW 35A.47.040; and

WHEREAS, the Parties to this franchise are subject to and participants in the Kitsap County Coordinated Water System Plan (“CWSP”) and pursuant to the CWSP have entered into a long term and mutually beneficial relationship for the provision of both wholesale water to Port Orchard and the provision of residential service directly to consumers in Port Orchard; and

WHEREAS, pursuant to the CWSP and this relationship, the Parties have entered into a series of interlocal and other agreements providing for the joint ownership and maintenance of water reservoirs in Port Orchard and other matters relating to the provision of water in Port Orchard by both Port Orchard and Bremerton; and

WHEREAS, the ongoing nature of this cooperative relationship for the provision of water by neighboring municipalities pursuant to the CWSP provides the basis for the understandings contained in this ordinance;

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, DOES ORDAIN AS

FOLLOWS:

SECTION 1. **Definitions.** Where used in this franchise (the "Franchise") these terms have the following meanings:

A. "Port Orchard" means the City of Port Orchard, a Washington municipal corporation, and its respective successors and assigns.

B. "Bremerton" means the City of Bremerton, a Washington municipal corporation, and its respective successors and assigns.

C. "CWSP" means the Kitsap County Coordinated Water System Plan, as the same exists or is hereafter amended.

D. "Facility" or "Facilities" means tanks, reservoirs, water treatment facilities, meters, pipes, mains, valves, blow offs, vaults, fire suppression water facilities, risers, generators, electrical control panels, power meters, telephone connections, pressure reducing valves ("PRVs"), pump stations, meter stations, lines, service lines located in the Franchise Area as defined below, and all other necessary or convenient facilities and appurtenances thereto for the purpose of operating a water utility system, whether the same be located over, on or underground.

E. "Franchise Area" means all areas that are within boundaries of the City of Port Orchard, as the same exist or are hereafter amended, and are also within Bremerton's service area as defined by the CWSP and agreements between the Parties and shall include every and all of the public roads, streets, avenues, alleys, highways and rights-of-way of Port Orchard as now or hereafter laid out, platted, dedicated or improved within the Franchise Area. The Franchise Area shall not include or convey any right to Bremerton to install facilities on, or to otherwise use, City owned or leased properties, provided, however, the Parties have a long standing relationship as neighboring jurisdictions providing joint and other water utility services and nothing herein shall be deemed to abrogate or amend any existing contract, easement, or other understanding regarding the provision of water or shared facilities in place at the date of this franchise or hereafter entered into unless specifically set forth herein.

F. "Ordinance" means this Port Orchard Ordinance No. 042-23, which sets forth the terms and conditions of this Franchise.

G. "Party" or "Parties" means Port Orchard or Bremerton individually, or collectively as addressed in this Franchise.

H. "Routine Maintenance" means miscellaneous maintenance, repair and replacement activities undertaken by Bremerton on Facilities located in the streets and rights-of-way covered by this Franchise. Routine Maintenance includes, but shall not be limited to, flushing mains, video inspection of mains, operations, maintenance, repair and replacement of services, pumps, air-vacs, PRV stations, valves and hydrants, repair of surface areas around existing Facilities, hydro-excavation and potholing, and valve box adjustments.

SECTION 2. **Grant of Franchise.** Port Orchard grants to Bremerton and to its successors and assigns, for the term of ten (10) years from the effective date hereof, the right, privilege, authority and franchise for itself, its successors and assigns, to install, construct, maintain and operate water infrastructure including mains, laterals and service lines along, under and across such Port Orchard Rights-of-Way, together with all necessary equipment of every sort necessary, subject to all the terms and conditions herein. This grant shall be solely limited to the City of Port Orchard's present or future Rights-of-Way within Bremerton's Retail Water Service Area, as that service area now exists or as it may be amended or altered in the future (the "Franchise Area"). and does not include other parts of Port Orchard. The term "Rights-of-Way" shall be understood to include any and every Port Orchard city road, street, avenue, alley or other public place designated or specified in this Franchise in, upon, under, over, across and along which rights are, or are intended to be vested in Bremerton, its successors and assigns, under and by virtue of this Franchise, but not to include parks or open space property without specific designation within this Franchise or another written agreement between the Parties.

SECTION 3. **Automatic Renewal; Termination.** This Franchise shall automatically renew for successive 10-year terms unless it is terminated in accordance with this Section. Either Party may terminate this franchise after the initial term for any reason upon 730 days' advance written notice to the other Party prior to the end of the renewal term.

SECTION 4. **Area of Franchise/Location of Infrastructure.** This Franchise shall apply to those portions of Bremerton's present and future water lines and appurtenances within the City of Port Orchard's present or future Rights-of-Way within Bremerton's Retail Water Service Area, as that service area now exists or as it may be amended or altered in the future (the "Franchise Area"). Upon Port Orchard's request, Bremerton shall provide a map showing the approximate location of Bremerton's water infrastructure within the Franchise Area. The Parties acknowledge the need to maintain adequate security measures regarding the location of water facilities and wish to avoid locating critical water facilities in public documents. In the event Port Orchard desires to design new streets or intersections, renovate existing streets, or make other public improvements, Bremerton will reasonably cooperate with the planning effort. Chapter 19.122 RCW or other applicable law, with respect to determining the location of utility facilities prior to construction, shall control the marking and/or location of facilities and shall define the parties' respective obligations.

SECTION 5. **Operation and Maintenance.** Bremerton shall be solely responsible for the operation, maintenance, repair, and construction of its utility infrastructure unless provided

otherwise by a written agreement between the Parties. Bremerton shall maintain its facilities located within the Franchise Area in good operating condition and repair in a manner consistent with applicable law and prudent utility practice.

SECTION 6. Not an Exclusive Franchise. This Franchise shall not be deemed or held to be an exclusive franchise and shall not in any manner prohibit the Port Orchard Council from granting other and further franchises of any kind or character that it may deem proper, in, upon under, over, across and along any Rights-of-Way within the area described herein; provided, that no other franchise granted after this Franchise shall require the removal or relocation of Bremerton's then existing facilities. No water franchise shall be granted which is not in compliance with the CWSP. This Franchise shall in no way prohibit or prevent the public from using any such Rights-of-Way or any part thereof, or Port Orchard's power to make all necessary improvements, repairs, or changes therein.

SECTION 7. Regulation of Use and Control. Port Orchard in granting this Franchise does not waive any rights which it now has or may hereafter acquire with respect to Port Orchard roads, Rights-of-Way or other Port Orchard property and this Franchise shall not be construed to deprive Port Orchard of any powers, rights or privileges which it now has or may acquire to regulate the use of and to control Port Orchard roads, Rights-of-Way and any other Port Orchard property covered by this Franchise.

SECTION 8. Compliance with applicable laws and regulations. The Parties to this Franchise agreement shall at all times adhere to applicable local, state, and federal law and to the provisions of the CWSP. In the event of ambiguity or conflict, interpretation of this franchise ordinance shall be informed by the CWSP and the interlocal and other agreements between the Parties relating to the provision of water or water service by Bremerton within the boundaries of Port Orchard.

SECTION 9. Vacation. If at any time Port Orchard shall vacate any Port Orchard road, Rights-of-Way or other Port Orchard property which is subject to rights granted by this Franchise, Port Orchard shall not be liable for any damages or loss to Bremerton by reason of such vacation, provided that Port Orchard shall as a condition of the vacation, reserve an easement perpetuating Bremerton's right to continue the use of the area for the operation and maintenance of its Facilities.

SECTION 10. Indemnification. Bremerton shall indemnify, defend and hold harmless Port Orchard, and its officers, officials, boards, commissions, agents and employees (hereinafter in this Section "Port Orchard") from any action, claim, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees and expenses, arising from any action, neglect, omission or inaction of Bremerton or its agents or employees including, but not limited to, delays on construction projects caused by or arising out of Bremerton's failure to relocate its facilities in a timely manner, or the condition of any of its facilities, provided, however, that nothing herein shall require Bremerton to indemnify or hold harmless Port Orchard from any intentional or reckless tortious or criminal act. Bremerton shall consult and cooperate with Port Orchard while

conducting its defense of Port Orchard. If any such claim or demand is subject to RCW 4.24.115 and caused by or results from the concurrent negligence of (a) Port Orchard, its elected or appointed officials, or its agents or employees and (b) Bremerton, or its agents or employees, then in such event the defense and indemnity provisions shall be valid and enforceable only to the extent of Bremerton's negligence.

Port Orchard shall give Bremerton written notice as provided below of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. If a claim or action arises, Port Orchard or any other indemnified party shall then tender the defense of the claim to Bremerton as soon as feasible with a goal of tendering to Bremerton within ten (10) business days of receipt of such notice, which defense shall be at Bremerton's expense. Bremerton may not agree to any settlement of claims financially affecting Port Orchard without Port Orchard's prior written approval, which approval shall not be unreasonably withheld.

If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between Port Orchard and the counsel selected by Bremerton to represent Port Orchard, Bremerton shall pay the expenses incurred by Port Orchard in defending itself with regard to any action, suit or proceeding indemnified by Bremerton. Port Orchard's expenses shall include all out-of-pocket expenses that are necessary for Port Orchard's defense, such as consultants' fees, and shall also include the reasonable value of any services rendered by Port Orchard Attorney or any employees of Port Orchard or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided Port Orchard by Bremerton.

This section shall survive the termination of this Franchise Agreement.

SECTION 11. Insurance.

A. General requirement. Each Party shall have and maintain adequate insurance or participate in an insurance authority during the entire term of this Franchise (and for a period of twelve [12] months thereafter) to protect itself against claims for death or injuries to persons or damages to property or equipment which in any way relate to, arise from or are connected with this Franchise or the use of Port Orchard's rights-of-way, or their respective officials, agents, representatives, contractors, subcontractors and their employees. Bremerton's insurance shall also protect Port Orchard for claims as described herein that arising from or are connected with this Franchise.

B. Verification of Coverage. The Parties will provide each other with an Evidence of Coverage Letter. The Evidence of Coverage is to be signed by a person authorized to bind coverage on its behalf. The Evidence of Coverage letter must be consistent with standard industry practices and is to be provided to Port Orchard upon acceptance of this Franchise. The Parties hereby warrant that its respective liability coverage satisfy the requirements of this Franchise.

SECTION 12. Requirement for Construction Permits. Bremerton and its successors, assigns, or contractors shall have the right and authority to enter upon Port Orchard roads and Rights-of-way described herein for the purpose of constructing, extending, repairing or replacing, servicing and/or operating and maintaining its lines and facilities and connecting the same with consumer service lines, upon the condition that prior to such work within Port Orchard roads or Rights-of-way, Bremerton shall first obtain the necessary permits approved by Port Orchard and shall pay all applicable fees. Bremerton agrees to use best efforts to notify contractors or other parties who will be performing work on the Bremerton Facilities within the Franchise Area of the requirement to obtain permits from Port Orchard prior to commencing work.

Before any work is performed, applications for said permits shall first be presented to the Port Orchard Permit Center which may require copies of plans, profiles, cross-sections, specifications, or such further detail of the work to be done as is or may be required by ordinance in other instances. Such work, whether done by Bremerton, or its contractors, shall include necessary paving, patching, grading and any other reasonable and necessary repair or restoration of Port Orchard roads or Rights-of-way and shall be to Port Orchard City Standards and the reasonable satisfaction of Port Orchard. Any third party seeking to connect to the Bremerton water system and not acting as a contractor or agent of Bremerton shall be responsible for acquiring all necessary permits at its expense from Port Orchard.

All permits for work to be performed by Bremerton's forces shall be applied for and given in the name of Bremerton who shall be held responsible for all work done thereunder, and Port Orchard shall waive bonding. Work performed on behalf of Bremerton by its contractors shall be undertaken in the name of the contractor which shall fully bond for its work.

The preservation of monuments and markers shall be undertaken in compliance with Chapter 332-120 WAC.

If Bremerton or its contractors obtain bonding for work performed by others in Port Orchard within the Franchise Area, Port Orchard shall be named as an additional obligee on said performance bonds.

In the event of an emergency in which Bremerton's facilities within the Franchise Area are in a condition as to immediately endanger property, life, health or safety, Bremerton may take action immediately to correct the dangerous condition without first obtaining permits so long as permits are obtained as soon as practicable thereafter. Bremerton will notify Port Orchard of the nature of the emergency and the work to be performed prior to or at the commencement of the work, if reasonably possible.

In the case of damage to the Rights-of-Way caused by Bremerton or its construction contractors, Bremerton agrees to repair the damage at its own expense and to restore the Rights-of-Way consistent with Section 16 below.

SECTION 13. **Providing “As Built” Drawings.** Bremerton or its agent shall maintain on the jobsite project plans marked to indicate plan revisions made in the field and other details of construction. The drawings shall be made available upon completion of the project to Bremerton for use in preparation of “as built” records. Bremerton shall be responsible for the cost of any required “as-built” drawings. A copy of these “as built” drawings shall be provided to Port Orchard. Bremerton shall be responsible for and present to Port Orchard “as built” records for any work done in the franchise area during the term of this franchise.

SECTION 14. **Notification to Cencom.** If it is necessary to shut down or diminish water pressure so that fire hydrants may be affected, Bremerton shall ensure that Cencom is promptly notified in advance. In addition, when Bremerton will be flushing a portion of its system in Port Orchard or has a service outage or other shut down or reduction in its system, Bremerton Operations will notify Port Orchard Operations by phone or email as soon as feasible. Port Orchard’s Operations telephone number is 360-845-8408 and email is publicworks@portorchardwa.gov.

SECTION 15. **Restoration of Rights-of-Way.** Bremerton shall be responsible for and leave all Port Orchard roads and Rights-of-way in as good of condition, after work on, or under or adjacent to Port Orchard roads or Rights-of-way as the same existed before such work, and in addition such restoration or repair shall be consistent with the applicable City of Port Orchard Public Works Engineering Standards and Specifications. In the event that Bremerton, or its contractors connecting to Bremerton’s lines or facilities under work permit, shall fail to restore Port Orchard roads or Rights-of-way to the condition that pre-existed such work to Port Orchard standards and to the reasonable satisfaction of Port Orchard Public Works Director, Port Orchard may request that Bremerton make the repairs or undertake the restoration, but in any case, Port Orchard reserves the right to make such repairs or restoration to such roads or Rights-of-way. If Port Orchard opts to make the repairs and restoration, then upon presentation of an itemized bill for such repairs or restoration, including the cost of labor and equipment, Bremerton shall pay the said bill within sixty (60) days.

SECTION 16. **Removal or Relocation of Facilities Installed by Bremerton.** Upon any construction or Rights-of-Way work or utility installation by Port Orchard that reasonably necessitates the removal, protection, support, temporary disconnection or relocation (hereinafter “relocation or relocate”) of Bremerton facilities, any of Bremerton’s lines or facilities, erected upon or within any portion of such Rights-of-Way, shall, if necessary, be relocated by Bremerton at its own expense so that it shall not interfere with the work of relocation or change of grade and shall be reset in accordance with the provisions above set forth so that the location and elevation of such line or facility shall conform to the new grade and location of the Rights-of-Way or Port Orchard facilities; provided, that if a third party’s project causes the need for the removal or relocation of Bremerton’s facilities, that third party shall pay for the removal or relocation of Bremerton’s facilities. This provision shall not apply to the second (or more) times a facility is required to be relocated by Port Orchard if such second (or more) relocation occurs within 5 years of a previous relocation of the same facility. Liability for any damages to Bremerton that may occur by reason of Port Orchard’s improvements, repairs, or maintenance or by the exercise of any rights reserved in this section shall be determined in accord with the laws of the state of Washington.

SECTION 17. Applicable Codes. Bremerton agrees that any new water line/facilities installation or replacement or any fire hydrant installation or replacement done pursuant to this Agreement shall meet fire flow and hydrant requirements, including water main looping, as set forth in approved water system plan and standards adopted by Bremerton and as set out in the current or subsequently adopted codes as adopted by Port Orchard:

City's Building Code, including the International Fire Code,

The CWSP, Chapters 70A and 35.92 RCW, and Chapter 246-293 WAC; and

All other applicable state statutes regarding water works specifications and design.

Work on, in, under, over or across the Port Orchard rights-of-way shall meet all codes and standards adopted by the City of Port Orchard, including the Port Orchard Municipal Code and the Port Orchard Public Works Engineering Standards and Specifications provided, however, that Bremerton's water supply system shall be constructed to its standards and specifications.

SECTION 18. Joint Planning Work.

A. The Parties agree to participate in the development of, and reasonable updates to, the other Party's planning documents as follows:

(1) For Bremerton's service area within Port Orchard city limits, Bremerton will respond in a timely and reasonable matter to requests for information from Port Orchard in developing Port Orchard's Comprehensive Plan Utilities Element that meets the requirements described in RCW 36.70A.070(4).

(2) Bremerton agrees that upon request by Port Orchard, it will provide timely review and input of the Port Orchard Comprehensive Plan Utilities Element as it relates to Bremerton's operations.

(3) Bremerton shall submit information related to the general location, and proposed location of all existing and proposed Facilities within Port Orchard as requested by Port Orchard within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information, provided that such information is in Bremerton's possession, or can be reasonably developed from the information in Bremerton's possession.

(4) Port Orchard will provide information relevant to Bremerton's operations within sixty (60) days of written request to assist Bremerton in the development or update of Bremerton's Water Comprehensive Plan(s) and/or Utilities Plan Element, provided that such information is in Port Orchard's possession, or can be reasonably developed from the information in Port Orchard's possession.

B. Bremerton and Port Orchard shall each assign a representative whose responsibility shall be to coordinate planning for capital improvement plan projects including those that involve undergrounding. At a minimum, such coordination shall include:

(1) For the purpose of planning, Bremerton and Port Orchard shall provide each other with a copy of their respective current adopted Capital Improvement Plan upon request by the other Party.

(2) At least annually, Bremerton shall provide Port Orchard with a schedule of Bremerton's planned capital improvements which may affect the Port Orchard rights-of-way for that year.

(3) At least annually, Port Orchard shall provide Bremerton with a schedule of Port Orchard's planned capital improvements which may affect the rights-of-way within the Franchise Area over the next twelve (12) month period including but not limited to street overlays and repairs, storm drainage improvements and construction, and all other rights-of-way activities that could affect Bremerton's capital improvements and infrastructure.

(4) Bremerton shall meet with Port Orchard, as reasonably necessary, to schedule and coordinate construction activities.

(5) All construction locations, activities, and schedules shall be coordinated to minimize public inconvenience, disruption, or damages.

(6) Port Orchard and Bremerton agree to cooperate in the planning and implementation of emergency operations response procedures.

(7) Without charge to either Party, both Parties agree to provide each other with as-built plans, maps, and records in electronic format as available that show the location of its facilities within rights-of-way.

(8) The Parties agree to meet periodically as needed to coordinate planning as described herein.

SECTION 19. Shared Use of Excavations.

A. Port Orchard and Bremerton shall exercise best efforts to coordinate construction work either Party may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other Party and other utilities within the Franchise Areas informed of its intent to undertake such construction work. Port Orchard and Bremerton shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

B. If at any time, or from time to time, either Bremerton or Port Orchard shall cause excavations to be made within the Franchise Area, the Party causing such excavation to be made

shall afford the others, upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

(1) No statutes, laws, regulations, ordinances, or Bremerton policies prohibit or restrict the proximity of other utilities or facilities to Bremerton's Facilities installed or to be installed within the area to be excavated;

(2) Such joint use shall not unreasonably delay the work of the Party causing the excavation to be made; and

(3) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both Parties. The Parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

C. Port Orchard reserves the right to not allow open trenching within any Port Orchard street within five (5) years following a street overlay or improvement project; however, Bremerton may open trench provided it grind and overlay a minimum distance of fifty (50) feet each side of the excavation. Bremerton shall be given written notice at least one hundred eighty (180) days prior to the commencement of any street overlay or improvement project.

D. The laying, construction, maintenance, and operation of Bremerton's system of lines and facilities granted under this Franchise shall not preclude Port Orchard, its agents, or its contractors grading or doing other necessary roadwork contiguous to Bremerton's lines and facilities. Port Orchard, its agents or contractors shall be responsible in accordance with Washington law for any and all damage to Bremerton facilities that have been properly located in accordance with Chapter 19.122.

SECTION 20. Assignment of Rights to Third Party. Bremerton shall have the right to assign its Franchise with Port Orchard's consent, which shall not be unreasonably withheld. Provided, however, no such assignment shall be of any force or effect unless written notice of such assignment shall be filed with Port Orchard Clerk within thirty (30) days thereafter, together with an acceptance by the assignee in writing of all the terms, covenants, and conditions of this Franchise and an agreement of such assignee to perform and be bound by all the terms and conditions of this Franchise.

All the provisions, conditions, regulations, and requirements herein contained shall be binding upon the successors and assigns of Bremerton, and all privileges, as well as all obligations and liabilities of Bremerton, shall insure to its successors and assigns equally as if they were specifically mentioned wherever Bremerton is mentioned.

SECTION 21. Obsolete and Discontinued Infrastructure. Bremerton shall notify Port Orchard when any of its infrastructure subject to this Franchise has been deemed obsolete or its use discontinued. The Parties will confer and may agree to abandon the facilities in place or in the

event that they cannot agree, the facilities shall be removed at Bremerton's expense within two (2) calendar years of notification unless a shorter time frame is reasonably required to facilitate Port Orchard's use of its Rights of Way.

SECTION 22. Franchise Costs. Given the ongoing nature of the Parties relationship and the revenues generated by the utility tax imposed by Port Orchard, the Parties shall each bear their respective costs incurred in the negotiation and administration of this franchise agreement, including Port Orchard bearing the legal expense of negotiating and drafting this Agreement.

SECTION 23. Reservation of Rights. Port Orchard reserves the right at any time upon ninety (90) days written notice to Bremerton, to so change, amend, modify, or amplify any of the provisions of its ordinances incorporated pursuant to Section 17 and relating to the public health, safety, and welfare. In the event of a change in Washington case law, federal or state statute or regulation that invalidates or makes any term of this franchise illegal or impossible to fulfill, the Parties agree to reopen the negotiation of this franchise to achieve compliance with such law or regulation.

Port Orchard specifically reserves for itself the right to impose taxes, use fees, costs, service requirements, or other fees on Bremerton for the privilege of conducting this business in Port Orchard, for the use of the Port Orchard's rights-of-way, to pay for the costs of regulating this activity, or for any other public purpose so long as those taxes, use fees, costs, service requirements or other fees, as authorized by law, are imposed by ordinance. A utility tax is currently in effect which Bremerton is paying on Port Orchard business. Port Orchard will provide Bremerton with ninety (90) days' advance written notice prior to the effective date of any change to such utility tax. Bremerton agrees that it will not challenge the imposition of these taxes to the extent that they only apply to business or activities that are conducted inside the Port Orchard city limits. Bremerton similarly reserves the right and discretion to adopt ordinances that pass these additional costs on to those customers served in the Franchise Area.

SECTION 24. Penalty for Violation of Conditions. If Bremerton shall violate or fail to comply with any of the terms, conditions or responsibilities of this Franchise through neglect or failure to heed or comply with any notice given Bremerton under the provisions of this Franchise, the Council may revoke, amend, alter, change, or supplement this Franchise provided, however, that the Council shall give sixty (60) days written notice of its intention to do so, during which period Bremerton shall have the opportunity to remedy the failure to comply; and provided further, that if the failure cannot reasonably be cured in sixty (60) days, Bremerton shall be provided with a reasonable period to cure before any revocation, amendment, alteration, change or supplement shall take effect. No such notice need be given in case of an emergency. This provision shall not preclude any other remedies for noncompliance identified under this Agreement.

SECTION 25. Non-Waiver. The failure of either Party to enforce any breach or violation by the other Party or any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching Party of any subsequent breach or violation of the same or any other provision of this Franchise.

SECTION 26. Alternate Dispute Resolution. If the Parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the Parties may submit the dispute to mediation or other non-binding alternate dispute resolution process agreed to by the Parties. Unless otherwise agreed upon between the Parties or determined herein, the cost of that process shall be shared equally by the Parties.

SECTION 27. Attorneys' Fees. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit Port Orchard's or Bremerton's right to indemnification under Section 11 of this Agreement.

SECTION 28. Severability. This Agreement shall be construed to give effect to such purposes and uses under this Franchise which are consistent with economical and efficient service rendered in the public interest. If any provision of this Franchise, or its application, is determined to be invalid by court of law, then the remaining provisions shall continue and be valid unless the dominant purpose of the franchise or the public interest herein is thwarted thereby.

SECTION 29. Venue and Applicable Law. This Agreement shall be governed by the laws of the State of Washington. Venue for all actions arising under this Agreement shall be Kitsap County Superior Court.

SECTION 30. Amendment. This Franchise may be amended only by written instrument, signed by both Parties, which specifically states that it is an amendment to this Franchise, and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 11 "Indemnification" above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from Port Orchard in conjunction with the exercise (or failure to exercise) by Bremerton of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise.

SECTION 31. Bremerton Acceptance of Franchise. Bremerton shall have no rights under this Franchise, nor shall Bremerton be bound by the terms and conditions of this Franchise unless

Bremerton shall, within sixty (60) days after the effective date of the ordinance, file with Port Orchard its written acceptance of this Franchise.

SECTION 32. Effective Date of Franchise. The terms and conditions of this ordinance shall not be binding on Port Orchard and Bremerton unless the Bremerton City Council within sixty (60) days of the effective date of Port Orchard's approval of the Franchise Ordinance adopts a resolution accepting this Franchise, and the date of the adoption of such resolution by the Bremerton City Council shall be the effective date ("Effective Date") of the Franchise.

SECTION 33. Notice. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any Party (collectively, "notices") shall be in writing and shall be validly given or made to another Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by e-mail with electronic confirmation. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one (1) business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given three (3) business days after the deposit thereof in the United States Mail. If such notice is sent by email, it shall be deemed given at the time of the sender's receipt of electronic confirmation. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To Port Orchard: Public Works Director
 City of Port Orchard
 216 Prospect Street
 Port Orchard, WA 98366
 Phone: (360) 876-4407

With a Copy to the City Clerk at the same address

To Bremerton: Public Works Director
 City of Bremerton
 345 6th Street, Suite 100
 Bremerton, WA 98337
 Phone: (360) 473-2376

Any Party may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner required by this Section to the other Party.

SECTION 34. Entire Agreement. The Port Orchard Franchise Ordinance along with this Agreement and all exhibits thereto presents the entire agreement between the parties with respect to any matter covered by the franchise.

SECTION 35. Effective Date of Ordinance. This ordinance shall be published in the official newspaper of the city and shall take full force and effect five (5) days after the date of publication. A summary of this ordinance in the form of the ordinance title may be published in lieu of publishing the ordinance in its entirety.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 19th day of December 2023.

DocuSigned by:
Rob Putaansuu
3B96492E3E5847D
Robert Putaansuu, Mayor

ATTEST:

DocuSigned by:
Brandy Wallace
46A5A54BB000418
Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Charlotte A. Archer
203701F25520457
Charlotte A. Archer
Port Orchard City Attorney

SPONSOR:

Cindy Lucarelli
Cindy Lucarelli, Councilmember

PUBLISHED: December 22, 2023
EFFECTIVE DATE: December 27, 2023



ACCEPTANCE OF FRANCHISE BY BREMERTON

The undersigned authorized representative of the City of Bremerton hereby declares on behalf of the Bremerton Mayor and City Council the acceptance of the nonexclusive franchise to the City of Bremerton approved by the Port Orchard City Council on December 19, 2023, by the adoption of City of Port Orchard Ordinance No. 042-23.

DATED this _____ day of _____, 20__.

CITY OF BREMERTON

Greg Wheeler, Mayor

ATTEST/AUTHENTICATED:

Bremerton City Clerk

APPROVED AS TO FORM:

Kylie J. Finnell
Bremerton City Attorney

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

C9

SUBJECT:

Modification No. 2 to Professional Services Agreement with Seattle's Finest, LLC for Security Services at Bremerton Municipal Court

Study Session Date: January 10, 2024

COUNCIL MEETING Date: January 17, 2024

Department: BMC

Presenter: Melinda Monroe

Phone: (360) 473-5306

SUMMARY: The City of Bremerton has awarded the Law Enforcement Security Services Agreement to Seattle's Finest. The initial award was for a term of 4-months and with a not-to-exceed amount of \$60,000. This Bremerton Municipal Court would like to continue these services through 2024 and has included the necessary amount in their 2024 budget. This contract amendment extends the term of the agreement with Seattle's Finest and also extends compensation to a new not-to-exceed amount of \$145,000.

ATTACHMENTS: Modification No. 2 to the Professional Services Agreement with Seattle's Finest; Modification No. 1; Original Agreement

FISCAL IMPACTS (Include Budgeted Amount): Included in 2024 budget

STUDY SESSION AGENDA:

Limited Presentation

Full Presentation

STUDY SESSION ACTION:

Consent Agenda

General Business

Public Hearing

RECOMMENDED MOTION:

Approve and authorize the Mayor to finalize and execute the agreement with Seattle's Finest with substantially the same terms and conditions as presented.

COUNCIL ACTION:

Approve

Deny

Table

Continue

No Action

MODIFICATION NO. TWO (2)
PROFESSIONAL SERVICES AGREEMENT
FOR BREMERTON MUNICIPAL COURT SECURITY SERVICES

WHEREAS, the parties entered into agreement no. 6584 on September 24th, 2023 to provide security services to the Bremerton Municipal Court; and

WHEREAS, the parties extended the agreement on December 20th, 2023 and updated the scope of security services provided to the Bremerton Municipal Court; and

WHEREAS, the parties wish to continue this arrangement and further extend the term per the allowance in the original agreement Section II entitled, "Time of Completion";

THEREFORE, the parties agree that the contract shall be amended as follows:

Item 1. Section II. Time of Completion. Shall be deleted in its entirety and replaced with the following:

Vendor shall complete the work and provide all services as outlined in Amended Exhibit A in Modification One (1) to this agreement as effective from the date all parties have signed this Agreement to December 31, 2024.

Item 2. Section III. Compensation. Shall be deleted in its entirety and replaced with the following:

The City shall pay the Vendor the total amount of \$94.00/hour as outlined in the original Exhibit B of this agreement. Whereas the original agreement had a not to exceed amount of sixty-thousand Dollars (\$60,000.00), and as the remaining balance of the original is thirty-one thousand dollars (\$31,000). The new not-to-exceed amount is now one-hundred and forty-five thousand dollars (\$145,000).

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

SIGNATURES ON THE FOLLOWING PAGE

CITY:

City of Bremerton

By: _____

Print Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

KYLIE J. FINNELL, Bremerton City Attorney

VENDOR:

Seattle's Finest Security and
Traffic Control, LLC

By: _____

Print Name: _____

Its: _____

Date: _____

ATTEST:

By: _____

ANGELA HOOVER, City Clerk

MODIFICATION NO. ONE (1)
PROFESSIONAL SERVICES AGREEMENT
FOR BREMERTON MUNICIPAL COURT SECURITY SERVICES

WHEREAS, the parties entered into agreement no. 6584 on September 24th, 2023 to provide security services to the Bremerton Municipal Court; and

WHEREAS, the parties wish to continue this arrangement and extend the term per the allowance in the original agreement Section II entitled, "Time of Completion"; and

WHEREAS, the City would like to amend the Scope of Work in Exhibit A.

THEREFORE, the parties agree that the contract shall be amended as follows:

Item 1. Section II. Time of Completion. Shall be deleted in its entirety and replaced with the following:

Vendor shall complete the work and provide all services as outlined in Amended Exhibit A as effective from the date all parties have signed this Agreement to January 31, 2024.

Item 2. Section III. Compensation. no change

Item 3. Section XI. Miscellaneous. Shall be amended to add the following new section:

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

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

SIGNATURES ON THE NEXT PAGE

CITY:

City of Bremerton

By: DocuSigned by: Greg Wheeler
Print Name: Greg Wheeler
Its: Mayor
Date: 12/20/2023

VENDOR:

Seattle's Finest Security and Traffic Control, LLC

By: DocuSigned by: Raleigh Evans
Print Name: Raleigh Evans
Its: President
Date: 12/20/2023

APPROVED AS TO FORM:

By: DocuSigned by: Michael Raya
KYLIE J. FINNELL, Bremerton City Attorney

ATTEST:

By: DocuSigned by: Angela Hoover
ANGELA HOOVER, City Clerk

R:\Legal\Legal\Forms\FORMS ON COBWEB\Goods and Services Agreement Rev 06 2020.docx

REVISED Exhibit A: Scope of Work

Security Services Summary:

1. Assigned personnel must be trained in both weapons screening and security services.
2. Assigned personnel must be able to stand for long periods of time.
3. Vendor will supply 1 uniformed and armed, active duty or retired law enforcement officer for up to thirty-two (32) hours per week, plus an additional four (4) hours once per quarter for Community Court held at the Marvin Williams Recreation Center. The agency will make a good faith effort to staff all shifts requested by the court, and to have a replacement officer available should the assigned officer become unavailable for any reason.
4. Within 24-48 hours of request, the vendor shall provide the City additional service coverage as needed to meet the Municipal Court hours of operation, including Community Court offered once per Quarter at the Marvin Williams Center.

Locations:

Bremerton Municipal Court
550 Park Ave
Bremerton, WA 98337

Marvin Williams Recreation Center
725 Park Avenue
Bremerton, WA 98337

Invoicing - Billing Requirements:

Invoicing should be monthly and display hours worked, labor rates, applicable taxes, and any additional charges as separate line items.

The contractor shall provide the following services where applicable:

- A. Provide a part-time Security Officer (SO) to provide courthouse roving armed security services with law enforcement officer status, for the Bremerton Municipal Court (Court). For purposes of this Contract, "part-time" means between four (4) and eight (8) hours per day, up to thirty-two (32) hours per week as needed by the Court, excluding court holidays and closures. The officer must be a commissioned armed law enforcement officer and have the status of "General authority Washington peace officer" as defined in RCW 10.93.020(4).
- B. Shall be responsible for making its best effort in arranging and providing a back-up officer in the event the main officer is off or has to leave his/her station for any reason.
- C. Have all security personnel wear uniform apparel while on duty.

REVISED Exhibit A: Scope of Work

- D. Possess professional liability insurance of \$1,000,000.00 and provide certificates of continued coverage. City of Bremerton to be named on all certificates of insurance to ensure validity.
- E. Provide the city representatives with phone number and instructions for contacting supervisor staff to report misconduct, non-performance, or un-kept appearance of assigned security personnel.

BREMERTON MUNICIPAL COURT SECURITY SERVICES AGREEMENT

THIS AGREEMENT, is entered into between the City of Bremerton, a Washington Municipal Corporation ("City"), and Seattle's Finest Security & Traffic Control, LLC ("Vendor"), whose mailing address is: 11500 Belton Point Rd, West Glacier, MT 59936.

The parties agree as follows:

I. VENDOR SERVICES. The Vendor shall provide the following goods and materials and/or perform the following services for the City: Municipal Court Security Services as outlined in Exhibit A.

II. TIME OF COMPLETION. Vendor shall complete the work and provide all goods, materials and services as effective from the date all parties have signed this Agreement to December 31, 2023.

III. COMPENSATION. The City shall pay the Vendor the total amount of \$94.00/ hour as outlined in Exhibit B of this agreement and not to exceed amount of sixty-thousand Dollars \$60,000.00. Vendor is responsible for applicable Washington state Sales Tax (if any), for the goods, materials and services contemplated in this agreement.. The City shall pay the Vendor monthly the following receipt of appropriate invoicing.

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

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

V. TERMINATION. The City may terminate this Agreement for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

A. The Vendor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of this Agreement.

B. The Vendor's failure to complete this Agreement within the time specified in this Agreement.

C. The Vendor's failure to make full and prompt payment to subcontractors or for material or labor.

D. The Vendor's failure to comply with federal, state or local laws, rules or regulations.

E. The Vendor's filing for bankruptcy or becoming adjudged bankrupt.

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

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

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

1. Immediately give a signed written notice of protest to the City;
2. Supplement the written protest within fourteen (14) calendar days with a written statement that provides the following information:
 - a. The date of the Vendor's protest.
 - b. The nature and circumstances that caused the protest.
 - c. The provisions in this Agreement that support the protest.
 - d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.
 - e. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

liability.

C. **Excess Liability** insurance with limits not less than \$5,000,000 limit per occurrence and aggregate.

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

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

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

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

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

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

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

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

XI. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

H. Prevailing Wages. Vendor shall file a "Statement of Intent to Pay Prevailing Wages" with the State of Washington Department of Labor & Industries prior to commencing the contract work. Vendor shall pay prevailing wages and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries is attached.

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

with the work.

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

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

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

Notices to be sent to:

Notices to be sent to:

CITY:

VENDOR:

Attn: Court Administrator
City of Bremerton
550 Park Avenue
Bremerton, WA 98337-1891

Attn: Raleigh J Evans
Seattle's Finest Security and Traffic Control, LLC
P.O. Box 209
West Glacier, MT 59936

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

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

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

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


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

CITY:

VENDOR:

City of Bremerton

Seattle's Finest Security and Traffic Control, LLC

By: 
Print Name: Greg Wheeler
Its: Mayor
Date: 9/24/2023

By: 
Print Name: Raleigh Evans
Its: President
Date: 9/24/2023

APPROVED AS TO FORM:

ATTEST:

By: 
KYLIE J. FINNELL, Bremerton City Attorney

By: 
ANGELA HOOVER, City Clerk

R:\Legal\Legal\Forms\FORMS ON COBWEB\Goods and Services Agreement Rev 06 2020.docx

Exhibit A: Scope of Work

Security Services Summary:

1. Assigned personnel must be trained in both weapons screening and security services.
2. Assigned personnel must be able to stand for long periods of time.
3. Vendor will supply one (1) uniformed and armed, Active duty or retired law enforcement officer, for up to thirty-two (32) hours per week, agreed upon by the parties on a weekly basis. The agency will make a good faith effort to staff all shifts requested by the court, and to have a replacement Officer available should the assigned Officer become unavailable for any reason.
4. Within 24-48 hours of request, the vendor shall provide the City additional service coverage as needed to meet the Municipal Court hours of operation.

Locations:

Bremerton Municipal Court
550 Park Ave
Bremerton, WA 98337

Invoicing - Billing Requirements:

Invoicing should be monthly and display hours worked, labor rates, applicable taxes, and any additional charges as separate line items.

The contractor shall provide the following services where applicable:

- A. Provide a Security Officer (SO) to provide courthouse roving armed security services for the Bremerton Municipal Court (Court) for up to thirty-two (32) hours per week as needed by the Court including holidays and closures. The officer must be a commissioned armed law enforcement officer and have the status of "General authority Washington peace officer" as defined in RCW 10.93.020(4).
- B. Shall be responsible for making its best effort in arranging and providing a back-up officer in the event the main officer is off or has to leave his/her station for any reason.
- C. Have all security personnel wear uniform apparel while on duty.
- D. Possess professional liability insurance of \$1,000,000.00 and provide certificates of continued coverage. City of Bremerton to be named on all certificates of insurance to ensure validity.
- E. Provide the city representatives with phone number and instructions for contacting supervisor staff to report misconduct, non-performance, or unkempt appearance of assigned security personnel.

SEATTLE'S FINEST
SECURITY & TRAFFIC CONTROL



Off Duty Law Enforcement Security Proposal for City Of Bremerton

Seattle's Finest
Security & Traffic Control, LLC
President: Raleigh Evans
Mobile phone: (253) 225-1056
E-mail: rjevans@seafinest.com
Website: www.seafinest.com

This is an official proposal, with the current rates and terms to provide Off Duty Law Enforcement Officers for security purposes. Seattle's Finest operates as an employer, with all Officers on our payroll as employees, and covered by L&I, Employment Security, and a \$6,000,000 / \$7,000,000 General Liability Insurance policy.

Seattle's Finest has been in business for 20 years, and has extensive experience in providing off-duty police officers for security, traffic control, executive protection, etc. We have provided over 1,500,000 hours of off-duty services since we have been in business, and have handled some of the largest and most demanding jobs during that time.

Rates and terms:

Off Duty Officer Security

Our rates are inclusive and cover the Officer's pay and all overhead costs. Our rates are as follows:

- Straight Rate- \$94.00/hr, for all hours except holidays.
- **Holiday / Overtime / Last Minute Rate (Less than 24-hour notice)- \$145.00/hr**
- New Year's Eve and 4th of July- \$160.00/hr

- There are 11 holidays that require holiday pay. This is based on the paid holidays recognized by the largest Law Enforcement Agencies in Washington State. The holidays are:

New Year's Eve
New Year's Day
Martin Luther King Jr. Day
Presidents Day
Memorial Day
Independence Day / 4th of July
Labor Day
Veteran's Day
Thanksgiving Day
Day following Thanksgiving Day
Christmas Day

- Cancellations require 24-hour notice; otherwise a 4-hour minimum show-up applies at that day's standard rate. A 4-hour minimum show-up applies at all times.

We will bill weekly, and payment is due upon receipt. Payment is expected within 15 business days or a 1% late fee per month will be applied.

I am always available to you at the number below, and we look forward to the opportunity to serve you.

Sincerely,

Raleigh J Evans
President / Co-Owner
Direct: 253-225-1056 Web: www.seafinest.com



**Published for
January 10
Study Session**

ITEM C9 – Public Comments

From: Roy Runyon <sealance2449@gmail.com>
Sent: Wednesday, January 10, 2024 8:23 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Kitsap County Court Security Officer job announcement

To Whom It May Concern,

Have we considered a direct hire for a court security officer rather than contracting for court security services? Kitsap County is hiring. Here's the job announcement:

<https://www.governmentjobs.com/careers/kitsap/jobs/4204882/court-security-officer-part-time?pagetype=jobOpportunitiesJobs>

Regards,

Roy Runyon

From: Roy Runyon <sealance2449@gmail.com>

Sent: Wednesday, January 10, 2024 7:35 PM

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

Subject: Modification No. 2 to Professional Services Agreement with Seattle's Finest, LLC for Security Services at Bremerton Municipal Court

To Whom It May Concern,

1. What alternatives exist to providing court security for \$94.00 per hour?
2. Does the Marvin Williams Center meet security standards for conduct of a quarterly Community Court?
3. If the answer to 2. is "no" what would be needed to provide the same level of security enjoyed at the Municipal Court building? Who would need to pay for any additional security equipment/measures at the Marvin Williams Center?

Regards,

Roy Runyon

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

C10
Updated

SUBJECT:

Homelessness Response Property
Management Program Agreement

Study Session Date: January 10, 2024
COUNCIL MEETING Date: January 17, 2024
Department: BPD
Presenter: Capt. Aaron Elton
Phone: (360) 473-5978

SUMMARY: This award is the result of the RFP which invited contractors from the City's consultant roster provided by MRSC, which closed January 5th, 2024. The expected value of this award is \$212,000 and will require a 2024 general fund budget adjustment.

ATTACHMENTS: Homelessness Response and Property Management Agreement *Added*

FISCAL IMPACTS (Include Budgeted Amount): 2024 budget adjustment.

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Approve and authorize the Mayor to finalize and execute the agreement with Common Street Consulting, LLC with substantially the same terms and conditions as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BREMERTON
AND COMMONSTREET CONSULTING, LLC**

Homelessness Response Property Management Program Services

The City of Bremerton (“City”) and Commonstreet Consulting, LLC (“Consultant”), referred to collectively as the “Parties,” enter into the following Agreement for professional services:

I. Scope: The Consultant agrees to perform the services more specifically described in the Scope of Work, dated January 5, 2024, including any attachments thereto, attached hereto as Exhibit A, which is incorporated by reference herein. The Scope of Work may be modified only pursuant to Section VII.H of this Agreement. If the Scope of Work provides for unspecified additional services such services shall only be performed upon the express written request of the City. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

II. Term: The City and the Consultant agree that work will include the tasks described in Exhibit A. The parties agree that the work described in Exhibit A is to begin effective, upon signing and to be completed as provided for in the work schedule for a period time up to 365 days; provided however, that additional time shall be granted by the City for excusable delays or extra work as provided for in Section X.A and VII. H of this agreement.

III. Compensation: In consideration of the services provided pursuant to this Agreement, the City shall pay Consultant in an amount not to exceed Two-hundred and twelve thousand dollars and zero cents (\$212,000).

The Consultant shall submit regular billing statements detailing work performed and amount charged on each task or portion thereof. The descriptions shall conform to and fall within the categories set out in the Scope of Work and/or Fee Schedule. Upon receipt of a conforming billing statement, the City shall promptly process payment. PROVIDED, HOWEVER, the City reserves the right to prioritize scoped work and accelerate and/or delay work tasks under the time frame set forth in Section II herein.

Consultant shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement. Consultant shall only be compensated for additional services if requested pursuant to Section III.

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

IV. Relationship of Parties: Consultant represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field

of expertise. Consultant and its personnel are independent Consultants and not employees of the City. Consultant and its personnel have no authority to bind the City or to control the City's employees and other Consultants. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. Consultant will be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Consultants to perform the same or similar work.

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

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

V. Indemnification:

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement except for that portion of the injuries and damages caused by the City's sole negligence, unless Consultant is conducting work pursuant to Subsection B below.

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

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

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

VI. Insurance: The Consultant and all of consultant's subcontractor's shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

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

1. **Automobile Liability** insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
2. **Commercial General Liability** insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and
3. **Workers Compensation** insurance as statutorily required by the Industrial Insurance Act of the State of Washington, Title 51, Revised Code of Washington and employer's liability with limits not less than \$1,000,000.

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

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

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of an endorsement that is acceptable to the City, which names the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies and endorsements. The City further reserves the right to reject any unacceptable policies and/or endorsements.

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

The City 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.

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

VII. General Conditions:

A. Reports and Information: When requested by the City, Consultant shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. Consultant shall maintain accounting records in accordance with Generally Accepted Accounting Principles ("GAAP") to substantiate all billed amounts.

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

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

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

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

D. Work Performed at Consultant's Risk: Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

E. Place of Work: The Consultant shall perform the work authorized under this Agreement at its offices in Seattle, Washington. Meetings with the City staff as described in Exhibit A, Scope of Work, shall take place at the City's offices, or at locations mutually agreed upon by the parties.

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

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

H. Modification: This Agreement may only be modified by written instrument signed by both Parties.

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

Notices to be sent to:

Notices to be sent to:

CITY:

CONSULTANT:

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

Attn: Brendan Perko
Commonstreet Consulting, LLC
92 Lenora Street PMB125
Seattle, WA 98121-2108__

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

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

L. Compliance with Laws: Consultant and all of Consultant's subcontractors shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

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

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

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

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

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

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

X. Termination: This Agreement shall remain in force until completion and acceptance of the services, terminated by written instrument upon mutual consent, or by the City of Bremerton for convenience. This Agreement may be immediately terminated for cause by a Party if the other Party substantially fails to perform through no fault of the terminating Party, and the non-performing Party does not commence correction of the failure of performance within thirty (30) days of the terminating Party's sending notice to the non-performing Party. Any Notice by Consultant shall include a report showing the status of all items listed in the Scope of Work current through the termination date.

If the City receives reimbursement by any federal, state, or other source for work described in Section I herein, and that funding is withdrawn, reduced or limited in any way, or the project is

cancelled or substantially reduced after the execution date of this Agreement and prior to the completion of the work, the City may summarily terminate this Agreement.

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

CITY:

CITY OF BREMERTON

By: _____

Print Name: _____

Its: _____

Date: _____

CONSULTANT:

COMMONSTREET CONSULTING, LLC

By: _____

Print Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Kylie J. Finnell, Bremerton City Attorney

ATTEST:

By: _____

Angela Hoover, City Clerk

R:\Legal\Legal\Forms\FORMS ON COBWEB\Professional Services Agreement Rev. 09 2021.docx



City Of Bremerton

Homelessness Response Property Management Program - Work Plan

A. Approach

Commonstreet Consulting representatives will complete a program for the City of Bremerton by providing Homelessness Response & Property Management support to the City of Bremerton's *Homelessness Response Property Management Program*. Individual tasks are as follows:

Reporting

Commonstreet Consulting will provide the City of Bremerton's *Homelessness Response Property Management Program* with management and regular detailed reporting of locations, site visits, trespassing, encampments, outreach service coordination, assessments, responses, monitoring, proactive measures, escorting and accompaniment, and other homelessness response and property management related information.

B. Assumptions

- Commonstreet Consulting representatives will work directly with the City of Bremerton's *Homelessness Response Property Management Program* supervision.
- Commonstreet Consulting will draft necessary documentation.
- Part to Full-time work remotely.

C. Responsibilities (Primary and Secondary)

- When a trespass or encroachment is discovered/reported, make initial site visit to document trespass and/or conduct needs assessment and evaluate proper response (resource plan, hazardous materials cleanup, trash pickup, etc.).
- Coordinate with law enforcement on removal of trespassers as necessary.
- Escort/accompany City of Bremerton field workers and/or other employees to locations that may be impacted by encampments or problematic adjacent landowners.
- Coordinate with private property owners and/or law enforcement, if necessary, on removal of trespassers.
- Coordinate cleanup of site.
- Coordinate various activities with other key departments within the City of Bremerton and its partners.
- Coordinate all other countermeasures and proactive measures at the sites (vegetation management, site hardening, CPTED evaluations, etc.).
- Establish a consistent and ongoing site monitoring and maintenance route/schedule throughout the City.
- Manage and track all site, trespass, outreach, and other activities.
- Track all expenses, costs, invoices, time, etc.
- Track program budget and provide regular detailed reporting.
- Track and evaluate effectiveness of reactive and proactive measures.
- Continual research of appropriate law enforcement agency trespass agreements and procedures.
- Research and make recommendations for specific details of signage (NO TRESPASSING, etc.) and signage companies.
- Recommend hazardous waste cleanup, vegetation management, and site hardening companies for sub-contracting.
- Perform other duties as assigned.

D. Deliverables

- Project updates to be determined by the City of Bremerton and agreed upon by Commonstreet Consulting.
- Project tracking to be determined by the City of Bremerton and agreed upon by Commonstreet Consulting.

EXHIBIT A: Scope of Work

E. Schedule

- Scope of work and budget assume a duration of (1)year of Homelessness Response and Property Management support to be extended as necessary with service to be effective no later than January 14th, 2024 and expiring December 31, 2024

F. City Requirements

- The City of Bremerton representatives will provide ongoing consultant support in connection with the above-described program.

G. Staffing and Compensation for Services

- Commonstreet Consulting’s compensation for the services in this agreement will be on a time and materials basis for a not to exceed amount of **\$212,000**.

Time & Materials Table

TITLE	HOURLY RATE
Principal / Sr. Advisor / Program Mgr.	\$306.00
Sr. Project Manager	\$283.00
Project / Property Manager	\$188.00
Sr. ROW Agent	\$155.00
ROW Agent	\$125.00
Sr. Project Controls Specialist / Sr. ROW Tech	\$155.00
Project Controls Specialist / ROW Tech	\$115.00

*This schedule of hourly rates is subject to a 5% increase annually from the Contract date.

Job Title	Estimated Units (per Month)	Rate	Labor Cost (1 per Month)	Estimated Labor Cost ANNUAL
Principal / Sr. Advisor / Program Mgr.	5 hrs.	\$306.00	per month = \$1,530	\$18,360
Project / Property Manager	20 hrs.	\$188.00	per month = \$3,760	\$45,120
ROW Agent	70 hrs.	\$125.00	per month = \$8,750	\$105,000
Project Controls Specialist / ROW Tech	18 hrs.	\$115.00	per month = \$2,070	\$24,840
Other Direct Expenses (ODE) Mileage	21 visits	\$0.655/mile	21 x 94mi. = 1,974 x \$0.655/mi = \$1,293	\$15,516
Other Direct Expenses (ODE) Printing, Job Supplies, PPE, etc.	1 Month	\$250.00	per month = \$250	\$3,000
			ESTIMATED MONTHLY TOTAL	
			\$17,653	\$211,836

H. Expenses

- Subject to the not to exceed amount, reasonable expenses in support of the Project may be invoiced monthly and submitted with receipts or other appropriate documentation.

EXHIBIT A: Scope of Work

I. Subcontracts

- Subcontractors pre-approved by the City of Bremerton may be used. Subcontracted services will be invoiced at cost plus ten percent (+10%). Commonstreet Consulting shall direct the work of all subcontractors. All subcontracting costs will be in addition to the estimate provided above.

J. Project Change Management

- In the event a change is identified that affects the tasks, timeline, or cost of the project, Commonstreet Consulting shall determine any schedule and cost adjustments and submit an amendment request to the City of Bremerton for review. Approved changes will be executed by both parties as a change order to the agreement.

CITY OF BREMERTON, WASHINGTON

COMMONSTREET CONSULTING, LLC

By: _____

By: _____

Name: _____

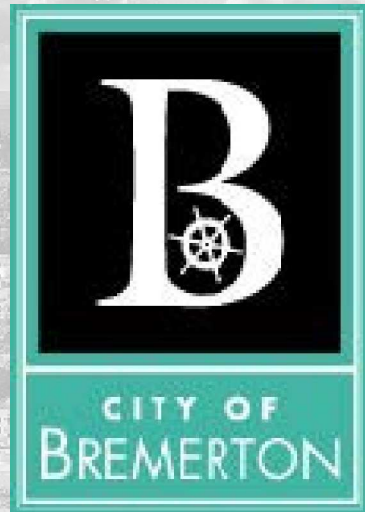
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____ S



COMMONSTREET
CONSULTING

Homelessness Response Property Management City of Bremerton

What Will We Talk About?

- Current City Challenges
- Homelessness At A Glance
- Impact On ROW & Private Property
- What Encampments Can Look Like
- Strategic Partnerships
- Assemble A Task Force
- People Centered Approach
- Personal Property & Vehicle Storage
- Real Outcomes
- Takeaways
- Questions?

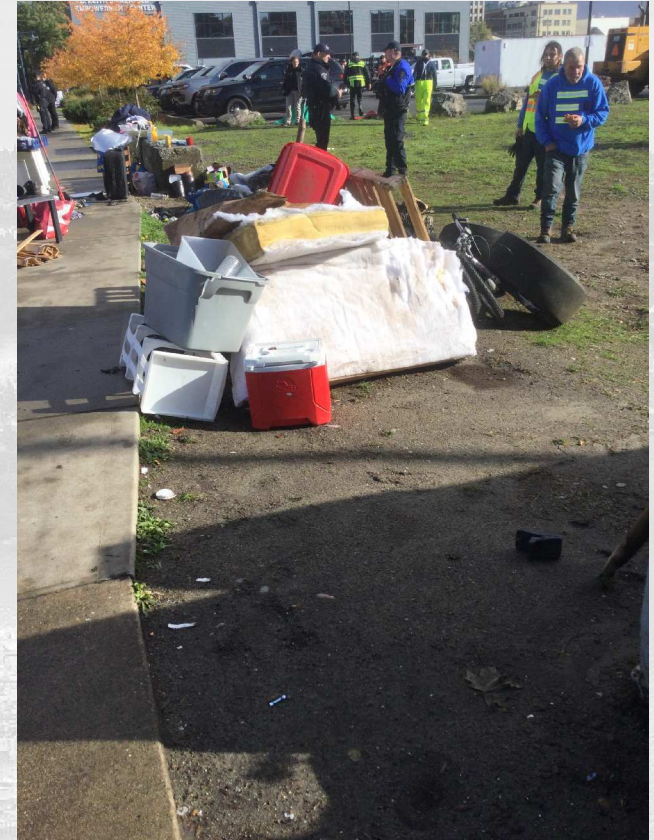
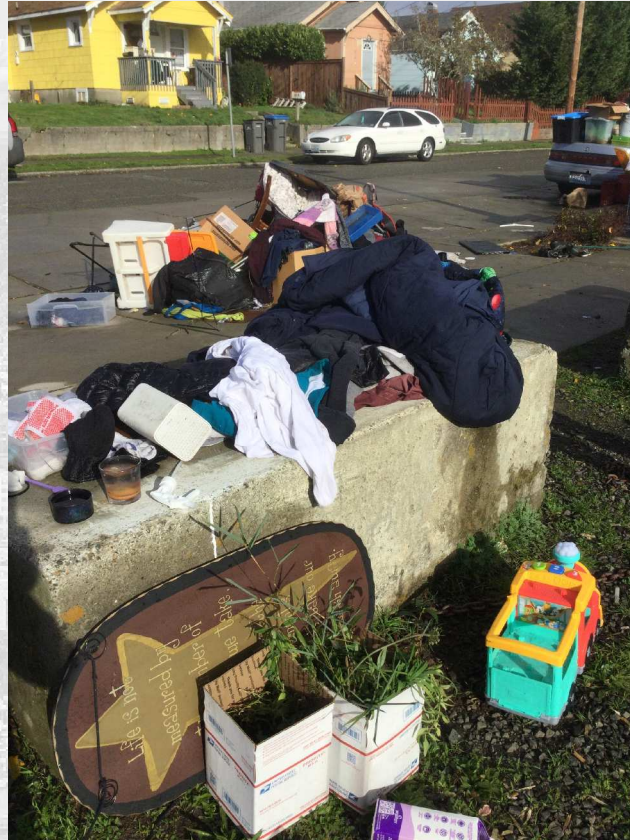
Current City Challenges



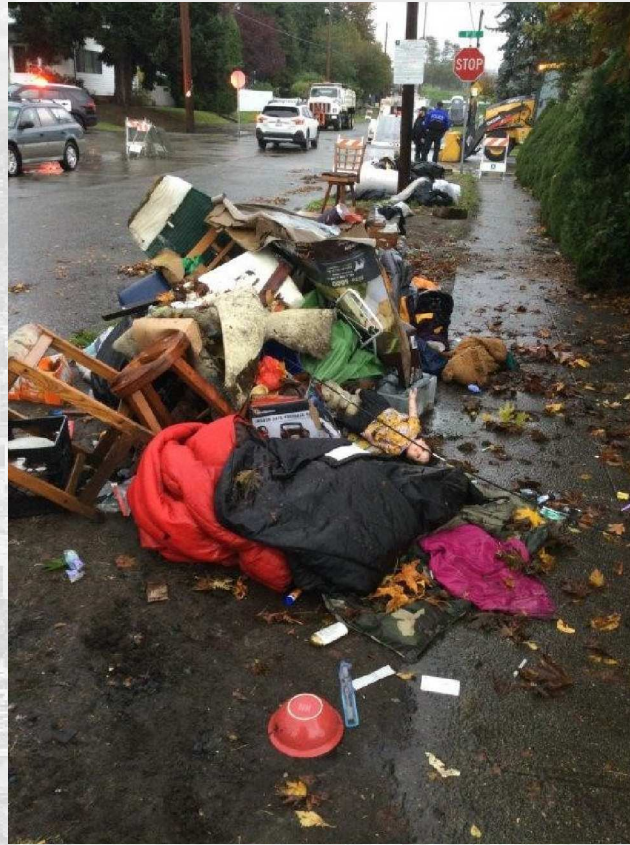
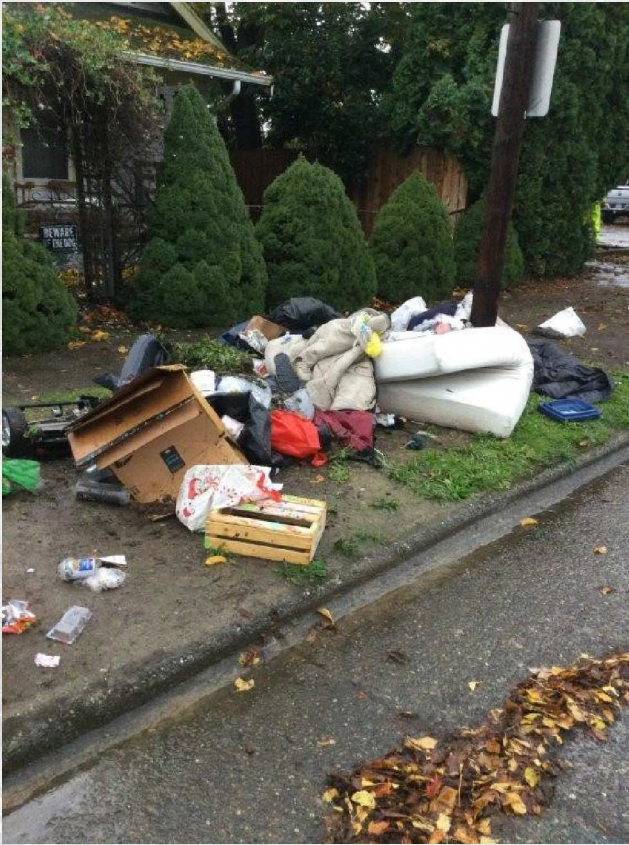
Current City Challenges



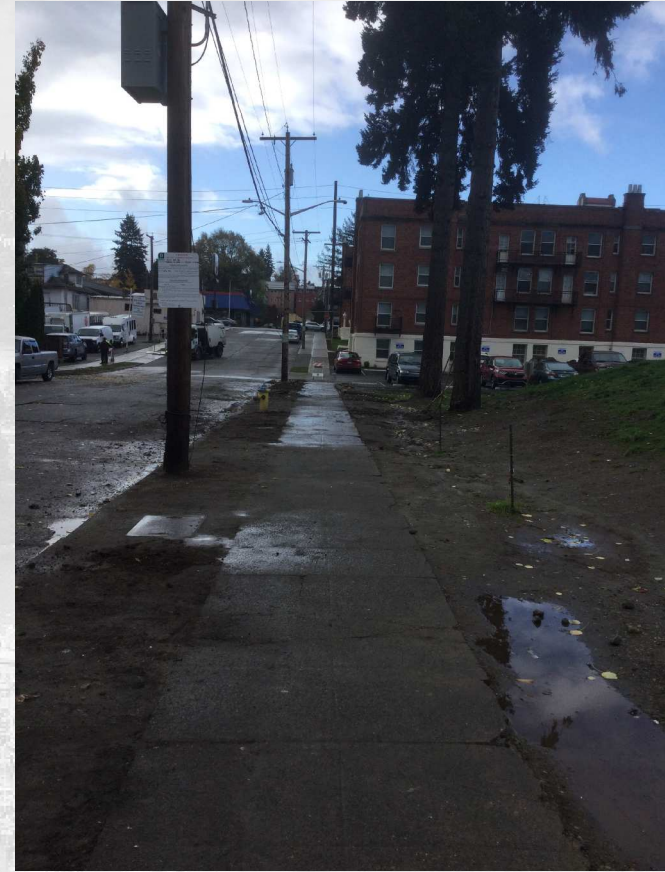
Current City Challenges



Current City Challenges



Current City Challenges



Current City Challenges



Current City Challenges

- Serving the housed and unhoused citizens of Bremerton
- Community outreach and engagement
- Private property owner impacts
- Code enforcement issues
- Environmental impacts
- Encampment cleanup process
- Site reclamation
- Ongoing site monitoring and maintenance

Impact To Property



Impact To Property



Impact To Property



First Steps

Create Our Plan

- Identify other stakeholders and their priorities
- Define our problem to solve
- Formulate the plan

Homelessness At A Glance

- A variety of reasons why individuals are experiencing homelessness
- Abuse and trauma
- Substance use and addiction
- Wide range of mental health issues and concerns
- Gentrification, urbanization, cost of living

Impact On Right Of Way & Private Property

- Incredibly unsafe for individuals camping and broader community
- Unable to properly maintain and manage property
- Damage to infrastructure
- Project delays
- Budget concerns

What Encampments Can Look Like



What Encampments Can Look Like



What Encampments Can Look Like



What Encampments Can Look Like



What Encampments Can Look Like



What Encampments Can Look Like



What Encampments Can Look Like



Strategic Partnerships

- State Governors Office
- Program Leadership
- Cities, County, and Local Tribes
- Outreach service provider teams
- Law Enforcement from neighboring Cities and County

Assemble A Task Force

- Transportation authorities
- Department Leads
- State Patrol & Police Department Point Persons
- Tribal and Council Members
- Mental Health Team Coordinator and Field Medics

People Centered Approach

- Survey, needs assessment, and engagement
- Humane and respectful response
- Tailored services to each individual
- Abundance of communication before & during reclamation

Personal Property & Vehicle Storage

- Personal paperwork with sensitive information
- Bags, tools, and valuables
- Motorhomes
- Trailers
- Cars and trucks

Real Outcomes

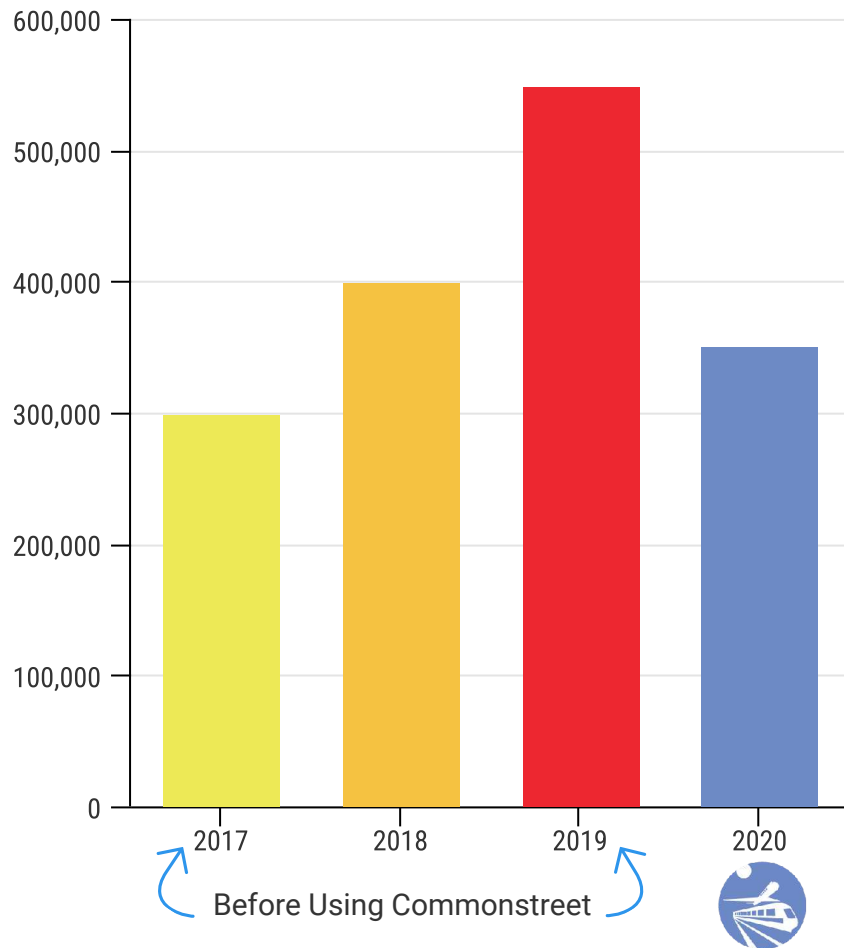
- Hundreds of individuals surveyed and assessed
- Over 100 individuals housed
- Over 300 individuals receiving services
- 31 sites cleared with nearly 500 tons of garbage removed
- Nearly 1,000 individuals contacted, assessed, resourced and/or moved from over 200 properties



COMMONSTREET CONSULTING

We manage an active list of over 300 properties affected by homelessness, trespassing & unlawful occupation issues throughout the Northwest region (portfolio access to 1,500 properties total). We provide specific solutions for all sectors and classifications of land by offering an array of partnership capabilities. Projects are supported by a compassionate, diverse, and experienced team with robust reporting and tracking.

ANNUAL CLEANUP COSTS



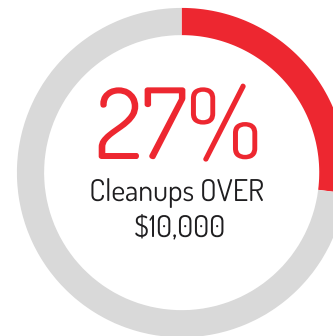
BEFORE



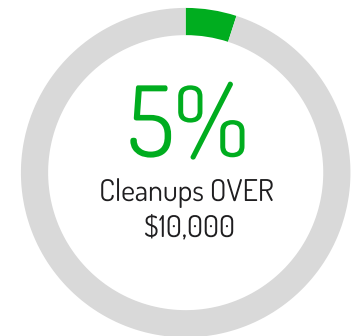
AFTER



BEFORE



AFTER



BEFORE



AFTER



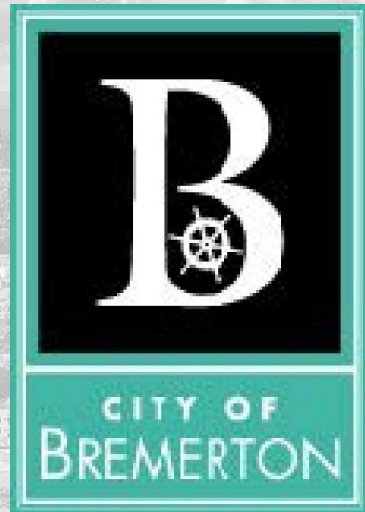
Lessons Learned

- Clear direction and full support from leadership and decision makers
- Flexible strategy and proactive approach in an ever-changing environment
- Focus on a combination of compassion and accountability
- Commitment to consistent engagement with local partners and community
- Collaboration and alignment between law enforcement and outreach service providers

After 27 Days In Bremerton

- Nearly 100 unique site visits and evaluations
- Over 20 individuals contacted
- 13 meaningful connections & conversations
- 5 individuals actively engaged, working a plan, with follow-up scheduled
- 8 individuals keeping in touch, developing trust, and building rapport

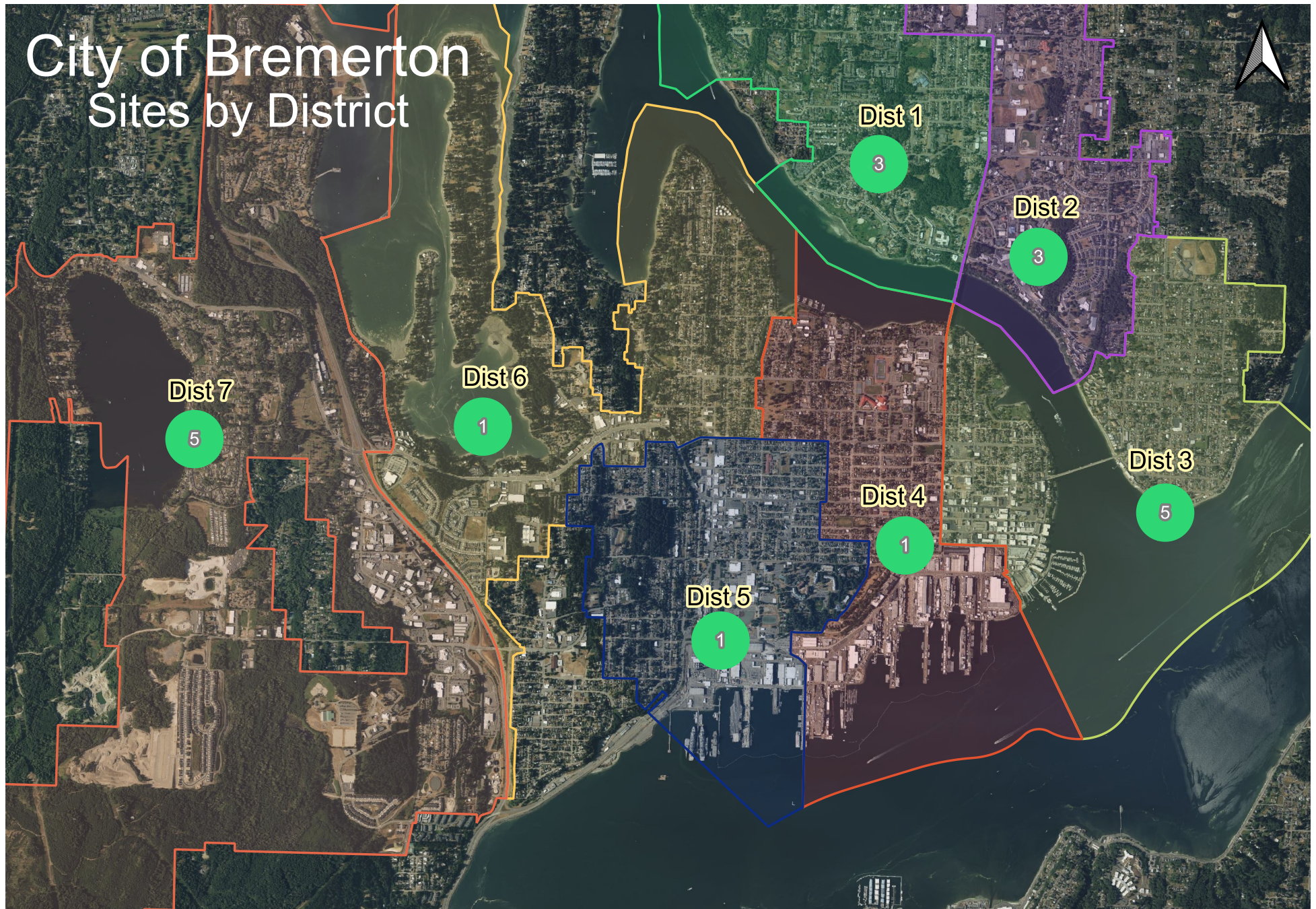
QUESTIONS ?



COMMONSTREET
CONSULTING

Homelessness Response Property Management City of Bremerton

City of Bremerton Sites by District



Date: 1/10/2024

0 2500 5000 ft



**Published for
January 10
Study Session**

ITEM C10 – Public Comments

From: Roy Runyon <sealance2449@gmail.com>
Sent: Wednesday, January 10, 2024 8:07 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Homelessness Response Property Management Program Agreement

To Whom It May Concern,

1. Does Kitsap County Human Services Dept. provide similar services?
2. If "no" to 1. does Kitsap County contract with organizations for agencies to provide similar services?
3. How is this agreement related to a congregate homeless shelter?
4. The agenda bill summary states: "This award is the result of the RFP which invited contractors from the City's consultant roster provided by MRSC, which closed January 5th, 2024. The expected value of this award is \$212,000 and will require a 2024 general fund budget adjustment." Is this \$212K part of the 1% of the General Fund for homelessness referred to by Council Member Mockler?

5. How can the commencement date of this contract precede formal council approval of this contract. Please see page 2 of the Scope of Work, *EXHIBIT A: Scope of Work 2*

E. Schedule

- *Scope of work and budget assume a duration of (1)year of Homelessness Response and Property Management support to be extended as necessary with service to be effective no later than January 14th, 2024 and expiring December 31, 2024.*

Thanks,

Roy Runyon

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

C11

SUBJECT:

Resolution to confirm the Administration's Recommendation to Develop a Low-Barrier Walk-up Congregate Homeless Shelter at 100 Oyster Bay Avenue North

Study Session Date: January 10, 2024
COUNCIL MEETING Date: January 17, 2024
Department: PW&U
Presenter: K. Ketterer
Phone: (360) 473-5334

SUMMARY:

Over the past few years, there has been a noted rise in homelessness, both in our city and across the nation. This issue has tested the limits of the City's resources and our commitment to ensuring that every member of our community has access to safe, dignified, and stable housing. In coordination with the newly adopted unauthorized camping ordinance, the City must establish an emergency shelter, with the goal to address the immediate needs of the homeless while ensuring our Parks, neighborhoods, and other public spaces are protected from unregulated camping. The Administration has evaluated several shelter types for development at the City owned property adjacent to the Public Works Facility at 100 Oyster Bay Avenue North and has recommended a congregate style shelter for further development and design. The Resolution confirms the approach to begin development and design of the congregate style shelter. Future presentations, contracts, and budget adjustments will come to City Council, as required, as the project proceeds. This item was continued from the December 13, 2023 Study Session.

ATTACHMENTS:

- 1) Resolution; 2) Shelter Type Recommendation Memo

FISCAL IMPACTS (Include Budgeted Amount): TBD

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve Resolution No. to confirm the administration's recommendation to develop a low-barrier walk-up congregate homeless shelter at 100 Oyster Bay Avenue North.

COUNCIL ACTION: Approve Deny Table Continue No Action

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Bremerton, Washington, confirming the administration's recommendation to develop a low-barrier walk-up congregate homeless shelter at 100 Oyster Bay Avenue North.

WHEREAS, the City is facing a rise in homelessness; and

WHEREAS, chapter 9.32 of the Bremerton Municipal Code titled "Unauthorized Camping" makes it unlawful for people to camp in any park or other public place; and

WHEREAS, the U.S. Court of Appeals for the Ninth Circuit ruling in *Martin v. Boise* prohibits cities from enforcing ordinances that criminalize camping on all public property when there is no available shelter; and

WHEREAS, chapter 9.32 of the Bremerton Municipal Code titled "Unauthorized Camping" includes language that suspends enforcement of unauthorized camping in public places when there is no overnight shelter available; and

WHEREAS, currently the only available low barrier walk-up shelter in the Bremerton City limits is operated by the Salvation Army, and the Salvation Army operates the shelter between November 1st and April 30th; and

WHEREAS, immediately upon the Salvation Army closing their emergency cold weather shelter in the spring of 2023, homeless encampments began being established in residential and commercial areas in downtown Bremerton; and

WHEREAS, the homeless encampments resulted in unsanitary and unsafe conditions both for the encampment residents and the surrounding community; and

WHEREAS, to enforce the ordinance banning unauthorized camping in public places, overnight shelter must be available; and

WHEREAS, the administration has undergone an evaluation of shelter alternatives and determined that a low-barrier walk-up congregate shelter is currently missing in the continuum of care for homeless individuals within the Bremerton City limits; and

WHEREAS, the administration recommends that a low-barrier walk-up congregate shelter be constructed to provide a warm and safe location for those persons who chose shelter; and

WHEREAS, the administration evaluated city-owned property against criteria that included zoning, size, site access and readiness, transit access, access to other services, existing use, and critical area and determined that property adjacent to the Public Works Complex at 100 Oyster Bay Avenue North is suitable for a homeless shelter; and

WHEREAS, construction of a low-barrier walk-up congregate shelter will allow the City to enforce its codes and ordinances and thereby protect its citizens and businesses;
NOW THEREFORE,

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

SECTION 1. The City Council of the City of Bremerton does hereby confirm the recommendation by the Mayor to pursue development of a low-barrier walk-up congregate shelter in accordance with all existing budget, procurement, development, and zoning regulations including SEPA and any other required environmental permitting.

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

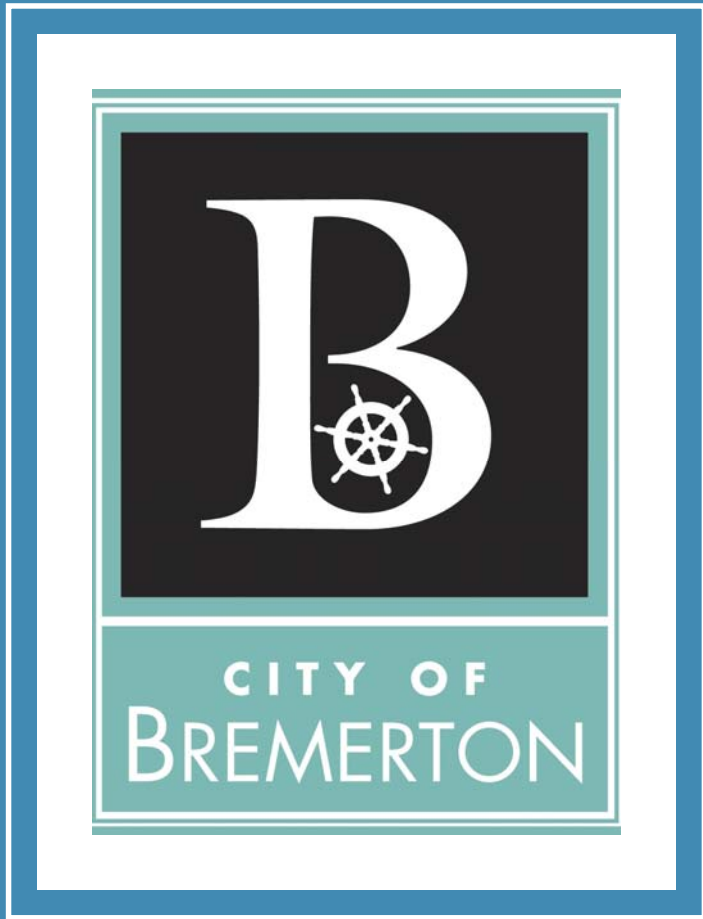
APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

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



ADMINISTRATION
RECOMMENDATION
FOR SHELTER
DEVELOPMENT

City Council Study Session
1/10/2024

Goal

- Provide shelter for those who accept it
- Allow the City to enforce our laws and protect our neighborhoods

Agenda

- Review Shelter Recommendation & Coordinated Entry
- Review Timeline and Critical Dates
- Capital Cost Estimates
- Operations Discussion

Alternative Summary

Issue / Feature	Shelter Type		
	Congregate Sprung Shelter	Pallet Community	Regulated Encampment
Likelihood to immediately fill resulting in inability to enforce No Camping Ordinance	Low	High	Unknown
Potential for on-site drug or alcohol use	Low	High	High
Dignified housing that communicates compassion for residents/value of residents	Yes	Yes	No
Climate controlled environment/year-round protection from weather	Yes	Yes	No
Construction cost for 100 beds at Oyster Bay Site (Note 1)	\$5.4M	\$6.6M	\$3.2M
Operations and maintenance cost (Note 2)	Low	High	N/A
Shelter expected life (years, Note 3)	50	15	N/A
Can incorporate architectural features (glazed entryway, vestibules, canopys, etc.)	Yes	No	N/A
Facilities centralized in one space - can use restroom without going outside	Yes	No	No
Shelter can be re-purposed	Yes	No	N/A

Notes:

- 1) Additional beds can be added at essentially no cost with a Sprung Shelter; site expansion required with a Pallet Community.
- 2) O&M cost not currently quantified, but expected to be much higher for Pallet since each Pallet unit has it's own 2,700W heater and 8,000 BTU AC unit, has non-code compliant insulating R value, and is fabricated of less durable materials. Code compliance is also a consideration.
- 3) Shelter life per discussions with RPM and Pallet. Note that Sprung Structures warrants the skin at 25-years, and the structure at 50-years. Pallet Shelters warrants their structures against manufacturing defects for 2 years.

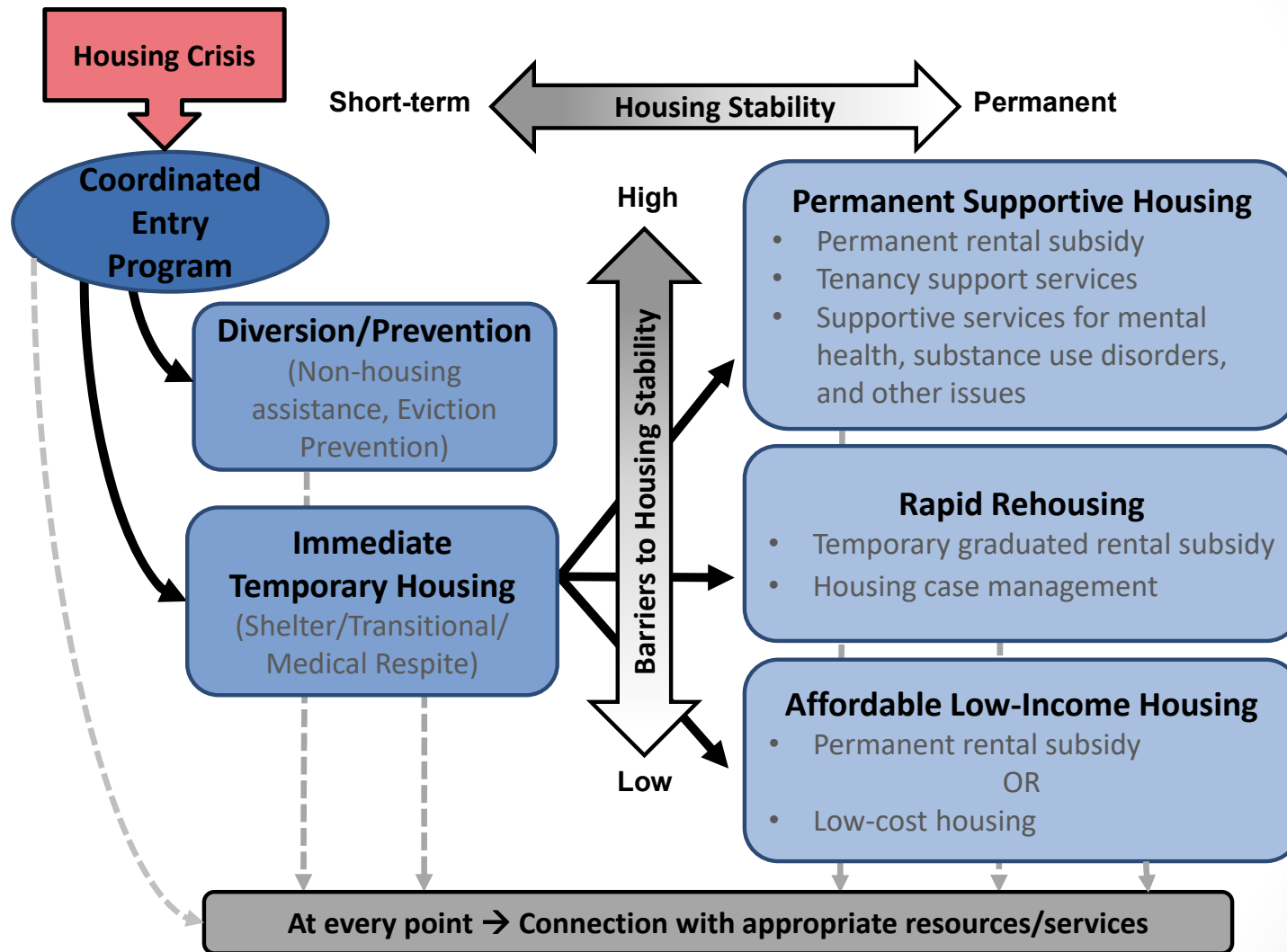
Congregate Shelter Recommendation

- Build a congregate shelter with capacity of 100 persons
 - Low barrier walk-up facility that does not require coordinated entry
 - Goal is to always have beds available
- Shelter would operate as a 24/7 day and night shelter year-round with wrap around human services to connect folks to the care needed
 - Envisioned as the 1st step in a continuum of care with temporary stays as folks are stabilized and moved on to more transitional and permanent housing solutions
 - Provide safety net for those waiting for or ineligible for housing
 - Shelter site would operate as a closed campus with security and on-site outdoor areas for clients to be outside to prevent loitering in the neighborhood

Coordinated Entry

- Coordinated Entry (CE) is required by both State and Federal funding sources. Housing resources that receive public funding must use a CE program.
- CE is a system that centralizes and standardizes the process for people to connect with housing resources. It is intended to provide equity and to coordinate the work of multiple agencies within the housing resource space.
- For Kitsap County CE is administered by Kitsap Community Resources through the Housing Solutions program, with funding from Kitsap County.
- As of the week of 12/18 there were 240 households on the list (mostly individuals and some families).
- Walk-up emergency shelter, such as the Salvation Army, and domestic violence shelters are exempt from CE placement requirements and refer client to Housing Solutions.
- Other continuous-stay housing types (hotel vouchers, pallet shelters) are matched to households based on the household vulnerability score and position on the list.

Kitsap Housing Crisis Response System



Why Sprung?

Sprung building provides:

- Time and cost-effective building option
- Flexible interior space that can be designed to fit community needs
- Can be repurposed for Public Works purposes in future

Options and Amenities

- ✓ Parking
- ✓ Enclosed campus
- ✓ Trauma informed design
- ✓ Outdoor recreation area
- ✓ Will consider accommodating pets
- ✓ Will consider how to accommodate families
- ✓ Office space for on-site services
- ✓ Phone/Computer access for clients
- ✓ Mail Service for clients
- ✓ Laundry and hygiene
- ✓ Security and monitoring to ensure safety of all clients



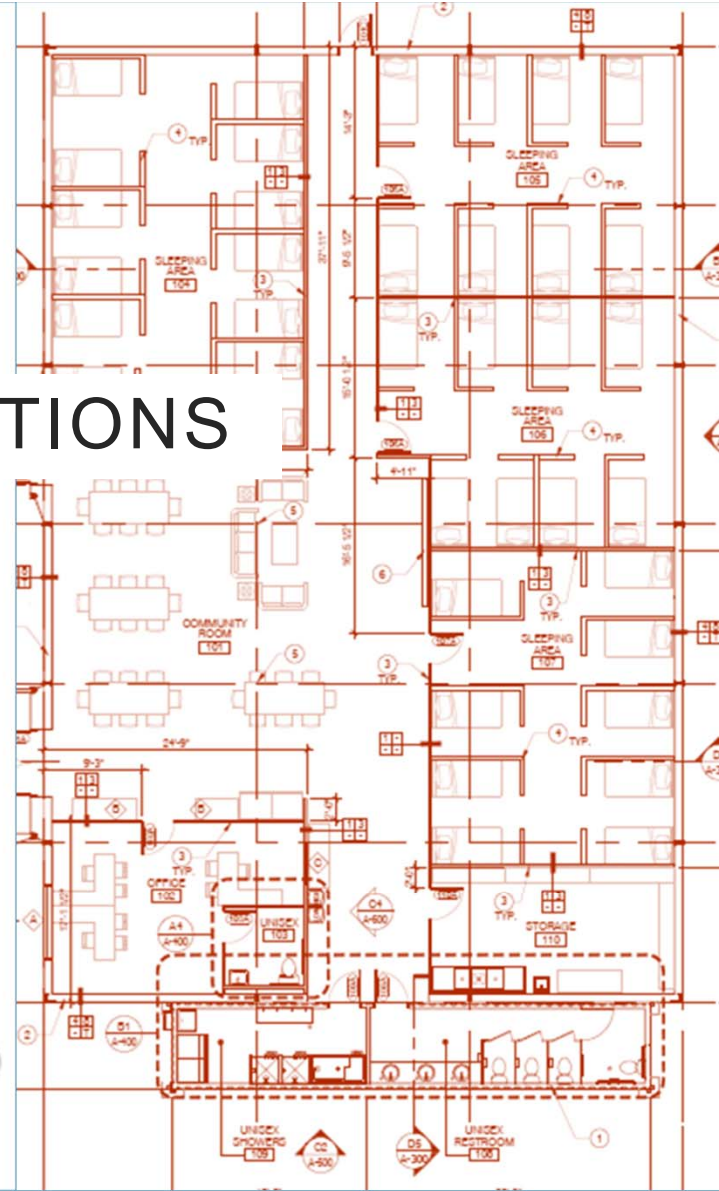
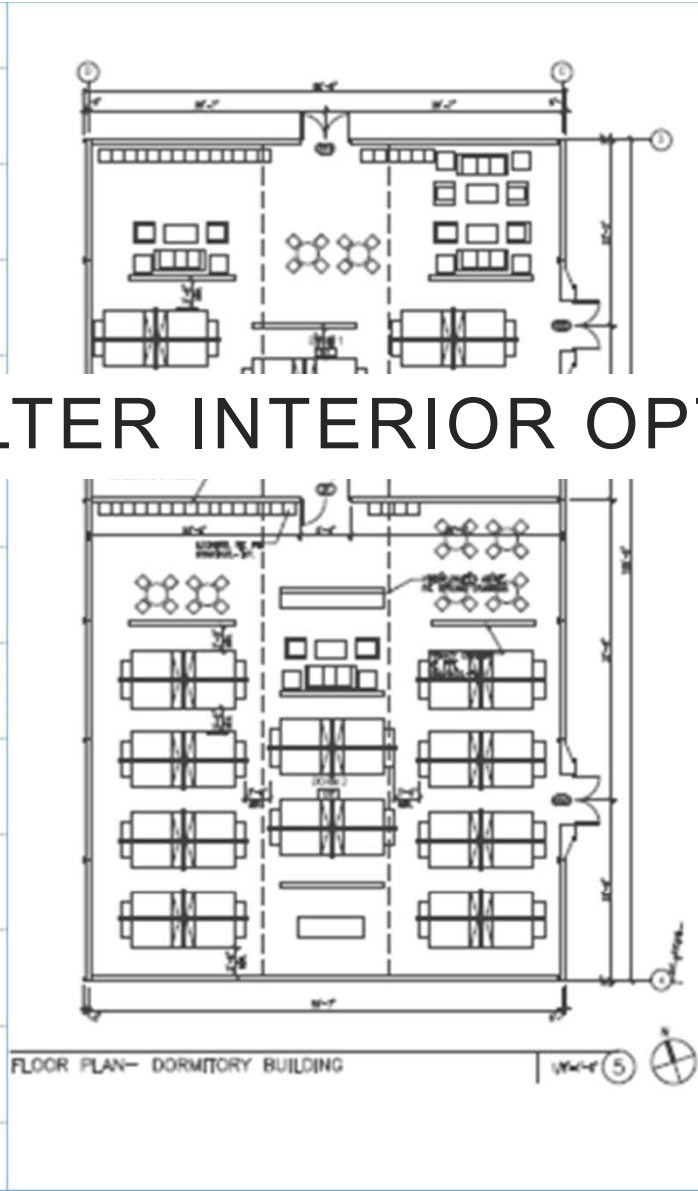
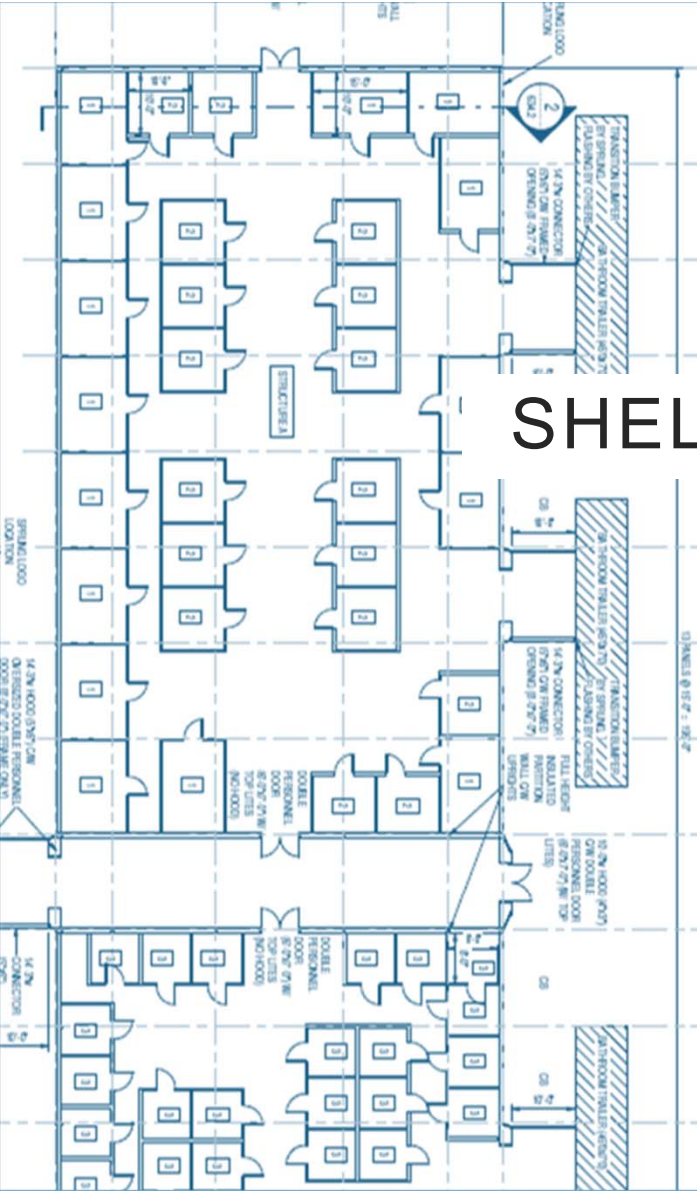
PRELIMINARY LAYOUT



PRELIMINARY LAYOUT



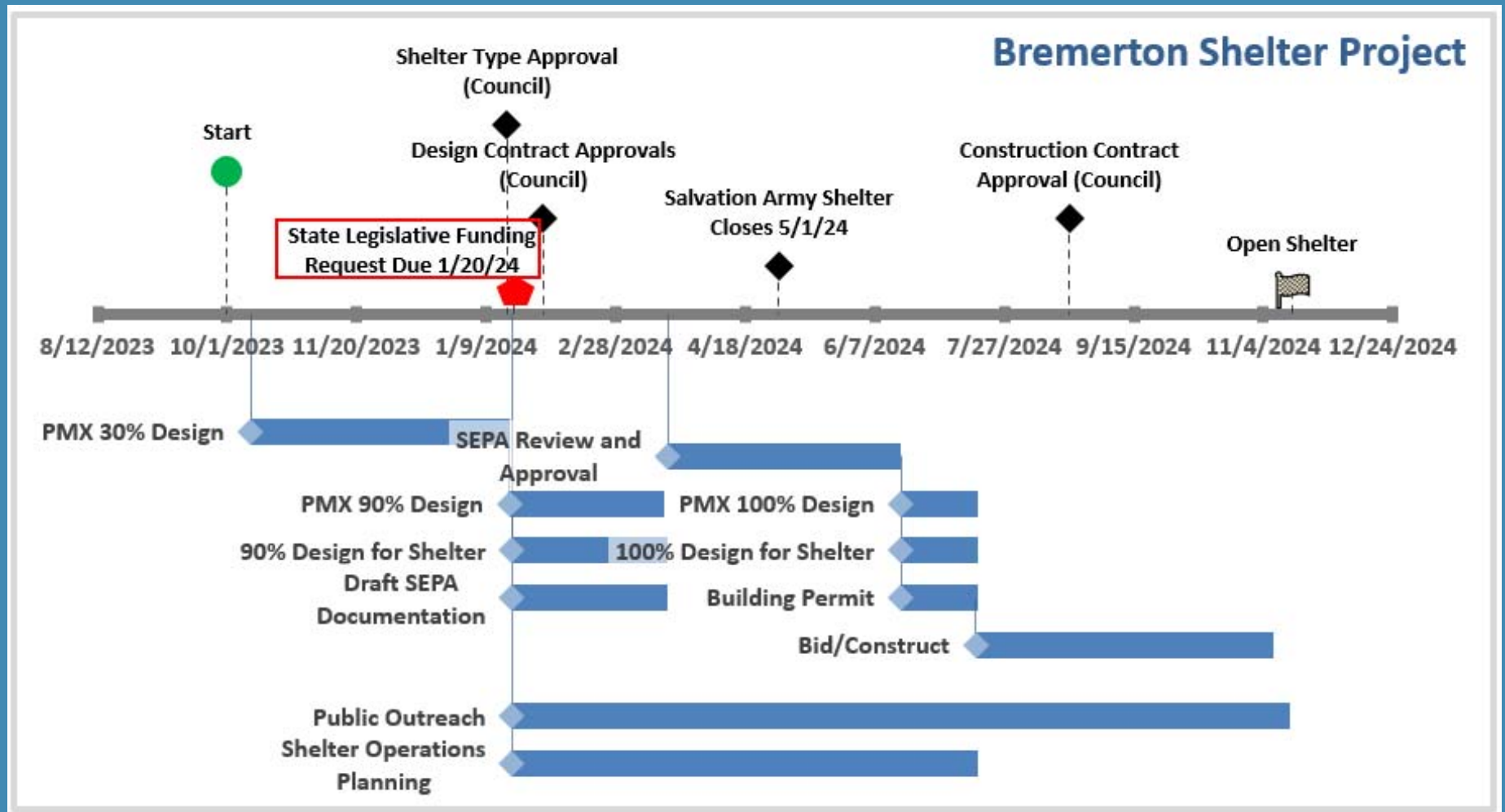
PRELIMINARY LAYOUT



SHELTER INTERIOR OPTIONS

FLOOR PLAN- DORMITORY BUILDING

Timeline



POTENTIAL CAPITAL COSTS FOR OYSTER BAY SITE

ORDER OF MAGNITUDE
COSTS, NOT BUDGETARY

Site Grading Phase		
Item	Ext. Cost	Notes
Site Grading	\$ 1,000,000.00	
Frontage Improvements	\$ 300,000.00	
Stormwater	\$ 200,000.00	
Design- Grading	\$ 120,000.00	
CM/CE - Grading	\$ 100,000.00	
Contingency	\$ 150,000.00	
Tax	\$ 135,000.00	<i>*construction items only</i>
Grading Sub-Total	\$ 2,005,000.00	
Shelter Building Phase		
Item	Ext. Cost	Notes
Sprung Building	\$ 750,000.00	
Interior Build-out	\$ 1,500,000.00	<i>*includes bathrooms, HVAC, sprinklers</i>
Lighting	\$ 100,000.00	
Fencing	\$ 30,000.00	
Power/Utilities	\$ 300,000.00	
Design- Shelter	\$ 120,000.00	
CM/CE - Shelter	\$ 150,000.00	
Misc	\$ 150,000.00	<i>*cots, mattresses, misc furniture, trash set up</i>
Contingency	\$ 150,000.00	
Tax	\$ 241,200.00	<i>*construction items only</i>
Shelter Sub-Total	\$ 3,491,200.00	
Project Total	\$5,496,200.00	

Funding Plans for Capital

	Cost	Revenue					Funding Gap
		Water Fund	ARPA	County	ARC of the Peninsula	Suquamish Tribe	
Site Grading Phase (1)	\$2,000,000	\$2,000,000					\$0
Shelter Building Phase (2)	\$4,000,000		\$1,100,000	\$1,500,000	\$100,000	\$40,000	(\$1,260,000)

Notes: 1) Site grading phase is forward compatible with long-term expansion plan for PW Facility

2) Strategy to close the revenue gap includes pursuing state grants and additional funding from the County

Operations for Oyster Bay Site

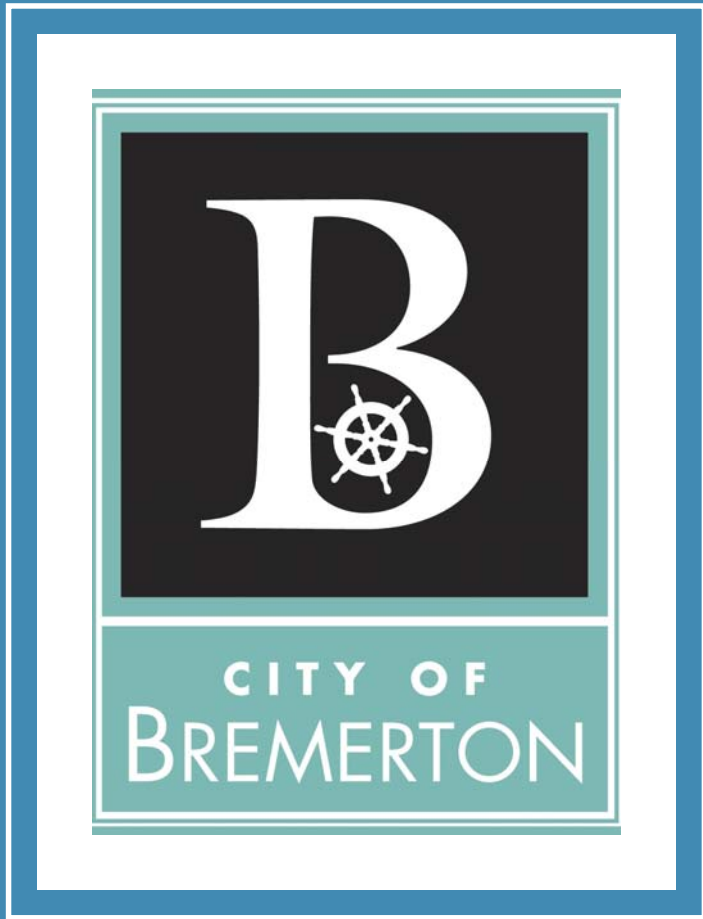
- Contract out for operations
 - Facility repair and general maintenance will be City forces
 - Salvation Army has expressed interest in serving community as operator of facility
- Develop an operations plan with local resource agencies and with input from the community
- Consider utilizing security contracts to provide additional security for surrounding neighborhood
- Need more information for a cost estimate, but operations plan and operations funding strategy will be developed during shelter design

Next Steps

- Execute contracts for grading design
- Pursue funding for shelter
- Pursue funding and planning for shelter operations
- Pursue shelter design contract
- Create and execute a public outreach plan

“I firmly believe that my proposal delivers a balanced, compassionate path forward to provide a safe place for vulnerable people seeking shelter from the elements, while simultaneously allowing the City to enforce our laws and protect our neighborhoods.”

- Mayor Wheeler



APPROVE
HOMELESS
SHELTER
DEVELOPMENT

City Council Study Session
12/13/2023

Agenda

- Project Status
- Site Evaluation and Selection
- Review Timeline and Critical Dates
- RPM Shelter Analysis
- Neighborhood Objections
- Cost Estimates
- Alternative Summary

Project Status

- City reviewed potential sites and selected the Oyster Bay Property
- The City currently has two contracts for this project
 - Parametrix Contract for 30% design of site development
 - Includes conceptual layout for a site that could be used for any of the three shelter types
 - Includes understanding scope of site grading, cost of grading, stormwater needs, access to site, and draft site development permitting documents
 - Staff is currently working with PMX to finalize a layout concept for further development
 - RPM Contract for Shelter Type Analysis
- SEPA and other permitting will begin once a shelter type has been selected
 - Existing reports and investigations are being used to inform feasibility and cost of the 30% design, but more detailed reports will be required for permitting

Site Evaluation Criteria

Criteria used to evaluate site feasibility:

- Ownership - owned by City
- Size - Useable area of 1 acre, minimum
- Existing use
- Zoning – must allow construction of a hotel
- Critical Area Review
- Readiness - What improvements are needed to prep the site?
- Access - Is the site accessible from an existing right of way?
- Transit/Transportation and Resource Accessibility
- Timing - How quickly can the site be ready?

One site met this criteria

Sites Evaluated

City staff reviewed the comprehensive property list prepared by the City Auditor and eliminated properties that did not meet the most basic criteria.

- Size – under 1 acre
- Existing use – parks, wells, pump stations
- Zoning – utility land, etc.

4 properties were identified for further evaluation (*summaries of evaluations shown here*)



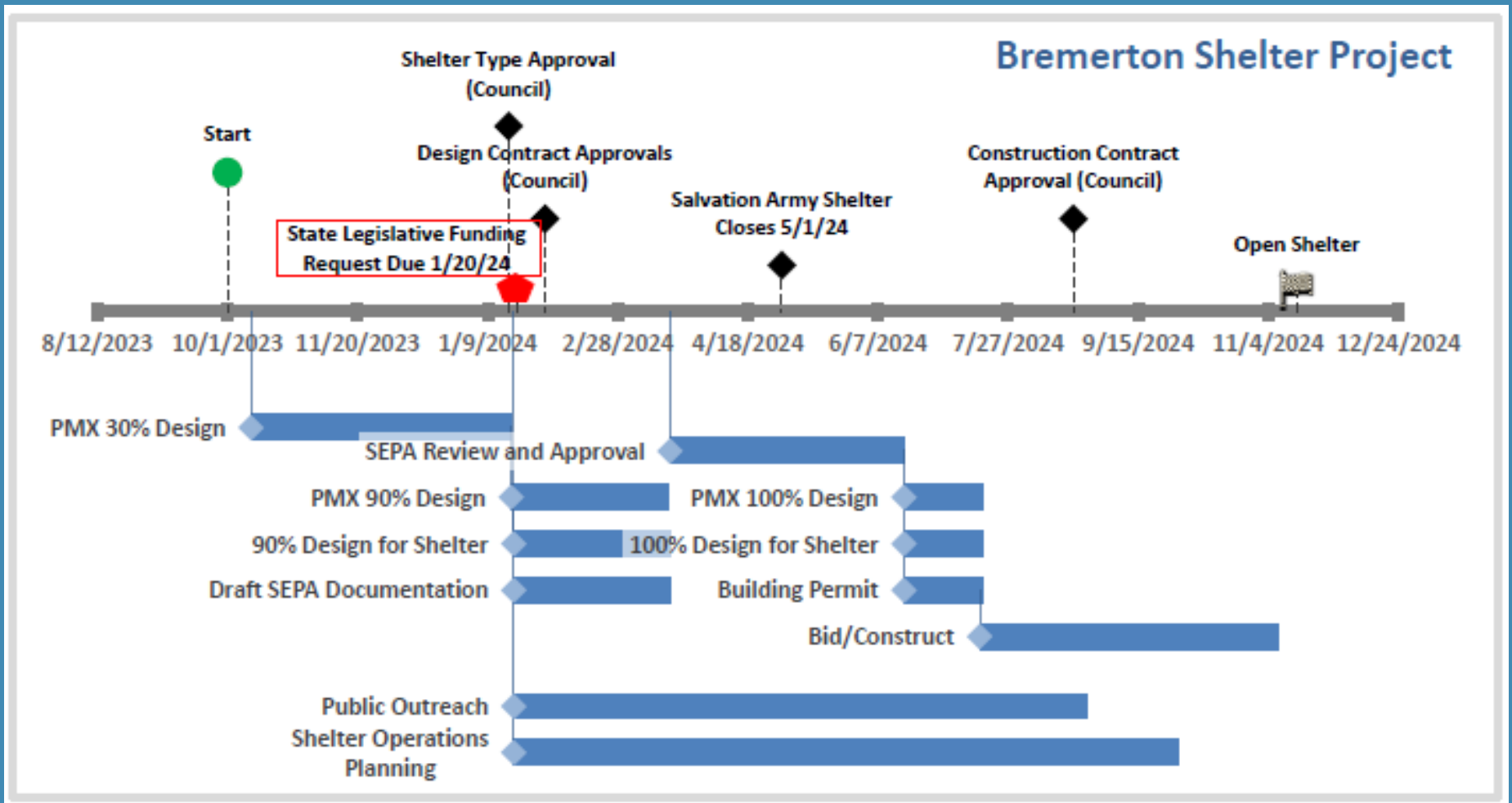
Site Selected – Property north of PW&U Facility



Site: Property North of PW&U Oyster Bay Facility

- Large enough (at least 1 acre)
- Appropriate zoning (General Commercial)
- Adjacent to KT route and within walking distance of several routes on Kitsap Way
- Near other resources such as health care and food
- Grading and site preparation needed for shelter development and access
- Grading is forward compatible with future use of site by Public Works & Utilities
- Full site not needed for PW&U expansion in the immediate future

Timeline



Concern	Response
Site selection process done without regard to neighborhood	All sites have surrounding neighborhoods
Crime will increase	RPM has included response, shelter design will include safety features
Lack of public outreach	A public outreach plan will be included with consultant contracts for shelter/site design
City bypassing SEPA and permitting	SEPA and permitting will be completed; design will address aesthetics and other City zoning design requirements
Construction during rainy season	Construction not planned until late summer
Lack of plan to mitigate neighborhood impacts	City will address neighborhood impacts through the design of the shelter and with operations planning – Council will provide oversight as milestones such as contracts, grants, and budget adjustments come forward for approval
Taking on Kitsap County's plan	The City has taken full advantage of Kitsap County's plans to expedite the project, however, the shelter will be sized and designed for Bremerton's use
Lack of transparency	City brought project to public's attention at earliest stage of development with full transparency and will continue to do so
Another site was preferred by consultant	The site at the Wastewater Treatment Plant was eliminated due to several issues – the cost and timeline for street improvements to provide access is prohibitive. Would include the purchase of a property
Current conditions at Salvation Army would come to neighborhood (milling, personal items, trash)	The recommended shelter is a self-contained campus, it would have an internal waiting room, a secure exterior courtyard, and would provide services to clients only

RPM Presentation

The RPM Team is a consultant for homelessness programs and a design firm involved in developing and constructing Navigation Shelters.

RPM has reviewed the scope of the homelessness issue in Bremerton and has evaluated 3 shelter types that could be implemented at the Oyster Bay site. They will now present their findings and recommendation.

RPM Team Introductions

David Renard, *President*

Cruz Avila, *Homeless Operations and Programs Principal*

Potential Costs

*Order of magnitude costs, not budgetary
Based on 100 beds*

	Pallet Community	Sprung Shelter	Tent Encampment
Site Grading Design & Construction	\$3,000,000	\$2,000,000	\$2,000,000
Shelter Capital Costs	\$3,600,000	\$3,400,000	\$1,150,000
Total	\$6,600,000	\$5,400,000	\$3,150,000

Operations and maintenance costs for each shelter type not fully understood, however some considerations include:

- Sprung shelter likely has the lowest operations costs due to the efficiency of the space for both staffing and energy costs
- Pallet will have a higher maintenance cost due to construction from less durable materials, and the number of individual units that must be maintained (heat/ac, locks, windows, doors etc.)

Alternative Summary

Issue / Feature	Shelter Type		
	Congregate Sprung Shelter	Pallet Community	Regulated Encampment
Likelihood to immediately fill resulting in inability to enforce No Camping Ordinance	Low	High	Unknown
Potential for on-site drug or alcohol use	Low	High	High
Dignified housing that communicates compassion for residents/value of residents	Yes	Yes	No
Climate controlled environment/year-round protection from weather	Yes	Yes	No
Construction cost for 100 beds at Oyster Bay Site (Note 1)	\$5.4M	\$6.6M	\$3.2M
Operations and maintenance cost (Note 2)	Low	High	N/A
Shelter expected life (years, Note 3)	50	15	N/A
Can incorporate architectural features (glazed entryway, vestibules, canopys, etc.)	Yes	No	N/A
Facilities centralized in one space - can use restroom without going outside	Yes	No	No
Shelter can be re-purposed	Yes	No	N/A

Notes:

- 1) Additional beds can be added at essentially no cost with a Sprung Shelter; site expansion required with a Pallet Community.
- 2) O&M cost not currently quantified, but expected to be much higher for Pallet since each Pallet unit has it's own 2,700W heater and 8,000 BTU AC unit, has non-code compliant insulating R value, and is fabricated of less durable materials. Code compliance is also a consideration.
- 3) Shelter life per discussions with RPM and Pallet. Note that Sprung Structures warrants the skin at 25-years, and the structure at 50-years. Pallet Shelters warrants their structures against manufacturing defects for 2 years.

Questions?



2023 City of Bremerton Shelter Analysis

Submitted by:
RPM Team LLC
295 Main St, Ste 210
Salinas, CA 93901

Scope Summary



The City has conducted a thorough review of available land and is looking for a comparison and recommendation between three different approaches to a shelter site: a sanctioned tent encampment, a Pallet community, and a Sprung Shelter.

RPM's current scope is to provide a recommendation for a type of shelter and an overview of how different shelter types impact neighborhoods.

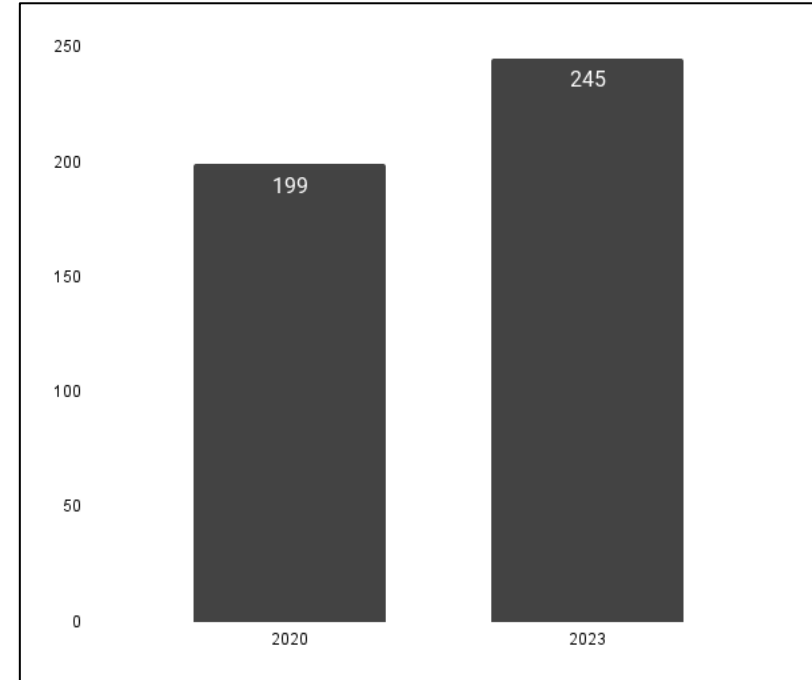
To determine the most appropriate shelter type, RPM Team has prioritized understanding community feedback, engaging with local service providers, and assessing the scope of the issue and available resources.

Increasing Numbers of Unsheltered Individuals

The 2023 count of 245 unsheltered individuals indicates a 34% increase from 2022 and a 23% increase from the prior highest count of 199 in the year 2020. Note that additional shelter beds were in operation from 2021-2023. The unsheltered count was not performed in 2021 due to the COVID-19 pandemic*.

58% of the 245 unhoused are in Bremerton.

Current shelter waitlist is 100-175 people.



RPM Introduction

RPM Team operates as both a consultant for homelessness programs and a turnkey design firm involved in developing and constructing Navigation Shelters. Specializing in pre-engineered and prefabricated structures, we deploy teams faster than traditional EPC firms while remaining an economical option for planning, designing, and constructing housing projects.



Community Faith Meeting, California

Introducing Shelter Options

With the consideration of the local community, Bremerton's public policies, local service providers and assessing the scope of the issue and available resources, RPM Team has prepared an overview of how three different shelter types impact neighborhoods.

- Regulated Tent Encampments
- Pallet Communities
- Sprung Shelter



Regulated Tent Encampment

A regulated tent encampment is a designated area where individuals or groups can set up temporary shelters, typically in the form of tents, in a controlled and regulated manner.



Regulated Tent Encampment, California

Pallet Community

A pallet community typically refers to a housing arrangement where individuals or families reside in small structures or tiny homes made by Pallet Shelters.



Pallet Community, Oregon

Sprung Shelter

Sprung Shelters are used as a solution for providing temporary congregate housing quickly and efficiently for emergency response or initiatives addressing homelessness.



Sprung Shelter, Washington

Option 1: Regulated Tent Encampment

A safe camp facility may become an effective short-term alternative to living in an encampment, however it is critical for decision makers to understand and acknowledge that even a very clean, safe and well-run encampment with tents is technically speaking, not sheltering any of its residents.

Definition of an unsheltered homeless person: A person that lives in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, or on the street.

A sanctioned encampment does not align with the City's initiatives, and Mayor's core values.



Tent Encampment, Colorado

Health implications of regulated tent encampments

Tent encampment sites are a growing concern in cities across the United States. These makeshift shelters, often located on cold, hard ground, rarely offer any insulation or protection from the elements. With limited heating options and inadequate sanitation facilities, they pose a significant risk to the public health of both residents and the surrounding community.

Tent encampments are not comparable to Pallet communities and Sprung shelter sites for the following reasons: they don't provide shelter, they don't fall in line with national definitions of shelters, they are unhealthy, unsafe, and they become a city sponsored public health situation further perpetuating the stigma of homelessness.



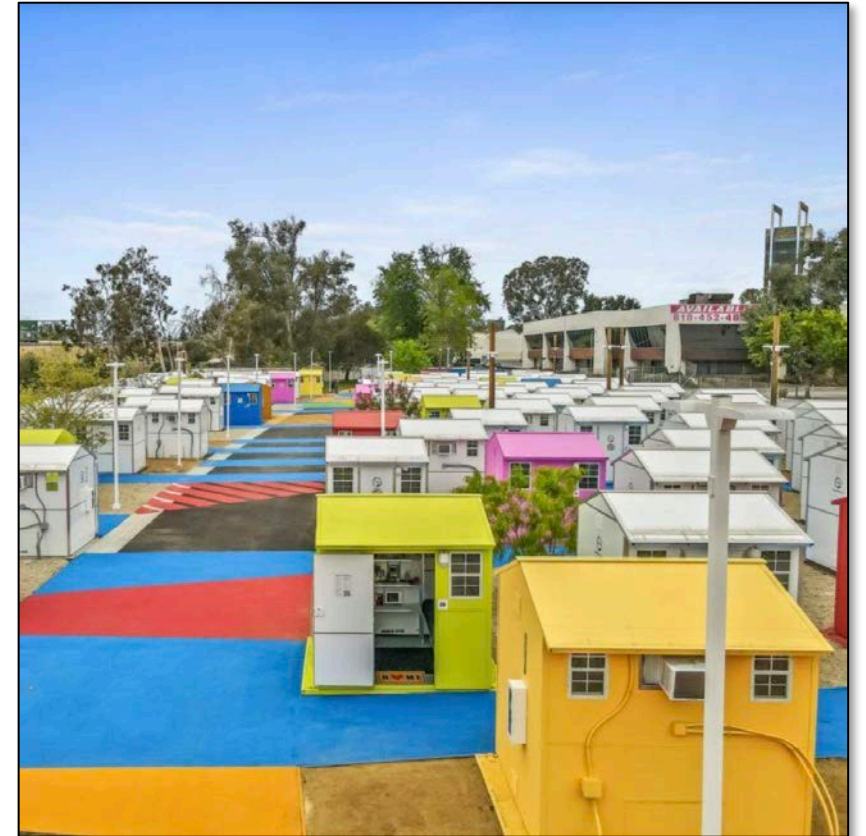
Tent Encampment, California

Option 2: Pallet Communities

Boasting nearly 2,700 units across 13 states, Pallet Shelters offer the quickest solution for quick-build emergency shelters. Their success stems from a unique combination of minimal site development which allows for rapid construction, and a commitment to employing recently unhoused individuals.

General maintenance can also be more difficult due to the large number of individual units which require inspections of mechanical units, smoke detectors, and electrical circuit overloading with multiple appliances. Smoke detectors and fire extinguishers are easily disabled and vandalized by residents. Individual mechanical units are typically low efficiency and require regular filter changes and frequent maintenance due to damage and over-use.

The interior of the Pallet shelter is also unrefined. The structures have not been adequately tested for fire resistance, and several sites have caught fire due to the Pallet materials' propensity to ignite when a flame is nearby.



Pallet Community, Oregon

Modular sleeping units do not contain individual bathrooms or showers and shared facilities must be accessed by walking outdoors. This is a security problem, particularly during nighttime hours for women, seniors and people with disabilities. Exterior-only access to shared bathroom and shower facilities is also problematic for mixed populations such as trauma and abuse victims, transgender and mentally ill clients.

Aside from the safety concern of using restrooms at night, there is the health concern of traveling outside in freezing temperatures from a shower to your unit, which has been known to cause negative health effects due to the exposure to cold in a damp environment, per NILH standards referenced in the report.

Staff could have difficulty in making sure that clients are protected from outside elements, such as weather, crime, and health due to the lack of visibility that comes with individual private spaces.



Pallet Community, California

Pallet Shelters contain an effective footprint of approximately 64-80 square feet per dwelling unit but an ineffective maximum of 30-40 units per acre.

Costly additional grading would be needed at the site chosen at the city due to the size restrictions individual sleeping cabins present.

Pallet shelters screws pierce the structural envelope, creating many leak points over time. As a result, occupants have voiced extra measures needed to mitigate leaks.

Unfortunately, Pallet Shelters have a negative track record and propensity for fires. Fires have been reported at Pallet sites in Oakland, Los Angeles, and Banning.



Pallet Community Fire Oakland, California

Crosscut. CASCADE PBS News Politics Culture Investigations Podcasts Video

NEWS

Oakland fire in tiny home village turns spotlight on WA company

The plastic structures are made by Everett-based Pallet Shelter and used in several Seattle-area villages.

by Josh Cohen / March 31, 2022

LOCAL NEWS

15 tiny houses for veterans go up in flames in west Los Angeles

by Marc Sternfeld
Published: Sep 9, 2022 / 06:28 AM PDT
Updated: Sep 9, 2022 / 03:47 PM PDT

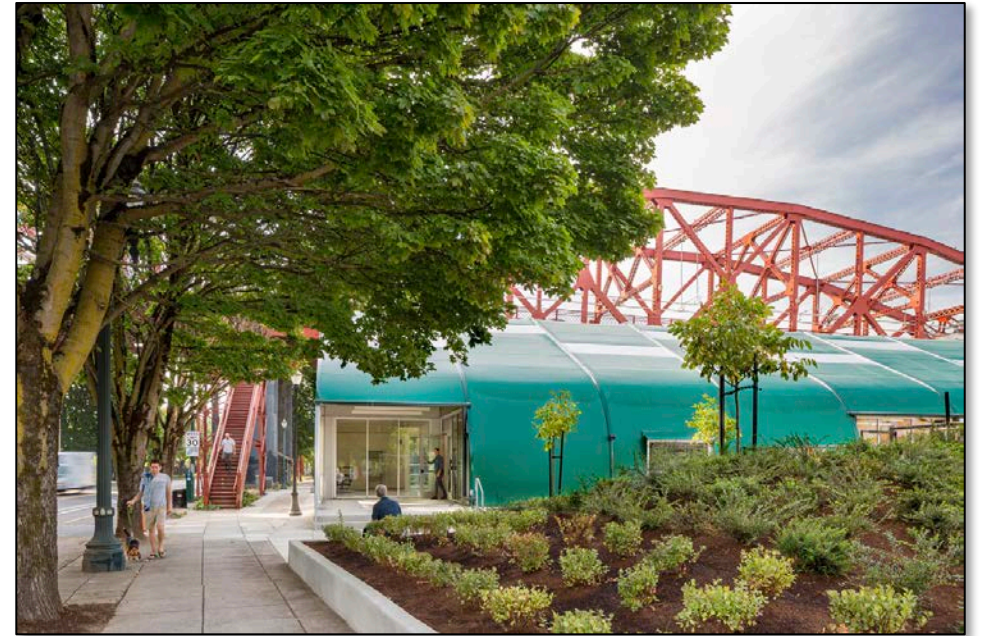


Option 3: Sprung Structures

Shelters exist to provide residents with safety and protection from exposure to the weather while simultaneously reducing the environmental impact on the community, providing respite and services to the residents, and a hygienic bathroom and shower area. Homeless shelters with services are best executed with a Sprung Structure, an energy efficient clear span tension membrane structure.

The shape of the Sprung Structure with the tall interior ceilings enable a more dense floor plan without feeling claustrophobic, fitting more residents relative to other construction types like modular trailers. With the tall ceilings also comes natural light which offers a bright voluminous living space, becoming a more dignified and humanistic facility.

The Sprung Shelter option offers a regulated open space, where climate controls and thus disease prevention is managed at a staff level, versus an individual (resident) level, adding to the positive health impacts of the facility.



Sprung Shelter, Oregon

Congregate dormitories are highly staff-efficient because staff and clients are regularly interacting. This results in increased safety for staff and clients by reducing the response time for emergency situations through visual monitoring and a limited number of building entry points.

Shelters with dormitory buildings also provide more convenient and safe access to restrooms and showers during day and nighttime hours without ever having to leave the facility, meaning there is not outdoor exposure to use a restroom in a Sprung Shelter. Direct access to staff and security offices is also easily accommodated in a shared shelter building.

Centralizing operations under one roof makes day to day operations more streamlined and efficiency is improved resulting in better outcomes and less stress. The intake process occurs indoors with easy access to restrooms, lounges and most importantly, respite from the outside elements. Also improving neighborhood optics.



Sprung Shelter, California

Congregate dormitory buildings are the most efficient way to maximize the number of dwelling units/beds on a given site. A typical site with dormitory only sleeping provides approximately 400 beds per acre and a 100-bed dormitory can be placed on a site that is less than half an acre.

The column free design means that the interior build out and environments can change over time, to evolve with the demographic of the population, or to change its use completely to transition into a community center or public works facility.

When designed properly, a shared, congregate living facility can help create a sense of shared purpose & belonging and in general, larger buildings feel more traditional than individual sleeping units. Sprung Shelters are flexible in design to allow traditional architectural components to be integrated like glass entry doors, storefront glazing, and fun curves, alcoves, and entry ways.



Sprung Shelter, Washington

Stigma Around Crime

Relevant research:

<https://sf.curbed.com/2019/11/21/20976211/navigation-centers-san-francisco-crime-rates-sf>

-According to city data obtained by Kron 4, crime around most of SF's Nav Ctr's has dropped based on evidence of crime reports requested of a quarter mile radius

<https://dignitymoves.org/dispelling-the-myth-home-less-shelters-and-crime-rates/>

<https://www.kqed.org/news/11942734/emergency-calls-complaints-are-down-near-san-joses-temporary-housing-sites-so-why-are-they-still-so-politically-risky>

-Studies show the opening of homeless shelters does not result in an increase of crime rates, and crime rates have decreased after the establishment of homeless shelters.

<https://thefrisc.com/sfs-specialized-homeless-shelters-do-not-bring-more-crime-no-matter-what-angry-neighbors-say-d7322054a568>

-Shows no pattern of rising crime in the months following the opening of a shelter

Stigma Around Crime continued

<https://www.fremontforeveryone.com/s/Navigation-Center-Neighborhood-Impacts-Final-Report.pdf>

Navigation Centers Have No Effect on Neighborhood Crime: An analysis of San Francisco Police Department data indicated that navigation centers have no effect on neighborhood crime.

- Amount of crime occurring near Navigation Centers was equal to locations without centers
- Half of those surveyed believe amount of visible homeless decreased after a center opened in their neighborhood
- Neighbors living within one block of the Navigation Centers did not believe that the centers had any effect on the value of their property

<https://californianewstimes.com/embarcadero-navigation-center-once-the-focus-of-much-rage-from-neighbors-quietly-gets-two-year-extension/647826/>

- Neighborhoods that usually oppose shelter, end up supporting them

Out of the three, Sprung Shelter best aligns with the intent of the above provided information. It is the only option that truly offers an open, transparent, and controlled setting for the residents ensuring safety to the public of the surrounding neighborhood.



Our Recommendation: Sprung Shelter



The Sprung Shelter option is better because it offers shorter stays, climate control, and disease prevention. This is better for the health of the residents and the surrounding community.

Sprung shelters are a better alternative to both encampment and pallet options because they align with the 2019 Homeless Crisis and Housing Plan, provide shelter from the elements (weather resistant), and are more transparent.

A Sprung shelter fits into the City of Bremerton 2021 Comprehensive Plan Amendments Support efforts to provide for a variety of housing options such as: Emergency group housing, homeless shelters and short-term housing.

Sprung shelters are a sustainable option due to their reusability, adaptability, and reduced construction time compared to conventional methods.



2023 City of Bremerton Shelter Analysis



Submitted by:

RPM Team LLC
295 Main St, Ste 210
Salinas, CA 93901



Table of Contents

Scope Summary.....	3
Summary of Local Research Presented.....	4
2023 Kitsap County PIT Count.....	5
Introduction to RPM Team.....	7
Introduction to 3 Shelter Types.....	8
Deep Dive Analysis of 3 Shelter Types.....	10
Option 1: Regulated Tent Encampment.....	10
Comparison: Pallet Communities & Sprung Shelters.....	14
Option 2: Pallet Communities.....	14
Option 3: Sprung Shelters.....	20
Stigma Around Crime.....	23
Stigma Around High Cost of Temporary Solutions.....	26
Our Recommendation.....	27

RPM



Scope Summary

In recent years, homelessness has witnessed a noticeable increase, impacting not only the City of Bremerton but also our entire nation. This challenge has strained the resources of the Cities and has tested our dedication to guaranteeing that every individual in our community has access to secure, dignified, and stable housing. In alignment with the recently implemented unauthorized camping ordinance, the City of Bremerton, WA is in the process of setting up an emergency shelter to address the pressing needs of the homeless population while simultaneously safeguarding city parks, neighborhoods, and other public spaces from unregulated camping.

The City has conducted a thorough review of available land and is looking for a comparison and recommendation between three different approaches to a shelter site: a sanctioned tent encampment, a Pallet community, and a Sprung Shelter. RPM's current scope is to provide a recommendation for a type of shelter and an overview of how different shelter types impact neighborhoods.



Sprung Shelter, Washington



Pallet Community, Oregon

To determine the most appropriate shelter type, RPM Team has prioritized understanding community feedback, engaging with local service providers, and assessing the scope of the issue and available resources.



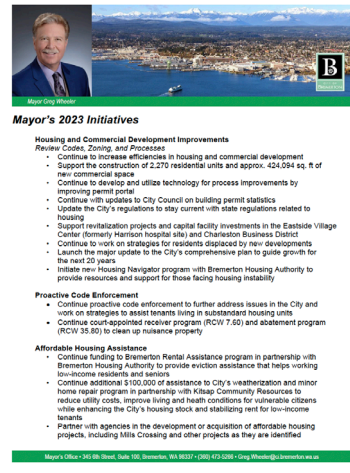
Tent Encampment, California



Summary of Local Research Presented

RPM attended the Kitsap Housing and Homelessness Coalition meeting on November 15th where they received input from Kitsap Community Resources, Kitsap Rescue Mission, Kitsap Mental Health, and other homeless coalition members regarding the scope of the issue including current information on their wait lists along with the Kitsap County Heart meeting.

Additionally, RPM has reviewed the Oyster Bay Site.





2023 Kitsap County Point in Time Count Overview - Preliminary Data

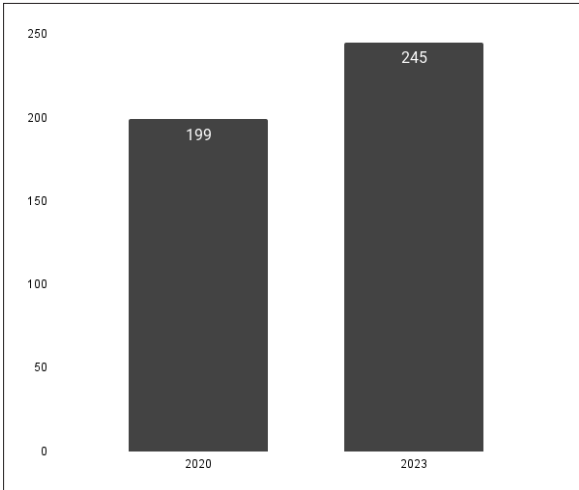


Unauthorized Tents, California

The “Point in Time” count is an annual survey that gathers information about people experiencing homelessness during a 24-hour period at the end of January. This survey provides critical information regarding the scope and nature of homelessness in our community and can impact funding for homeless housing and services. Because participating in the survey is voluntary, and relies on volunteers finding people experiencing homelessness, it is considered to be an undercount of the actual number of people experiencing homelessness. Participants are surveyed in a number of locations throughout the county including the Project Connect Resource Fairs[1], food banks/ meal sites, in encampments, and on the streets.

Increasing Numbers of Unsheltered Individuals

The 2023 count of 245 unsheltered individuals indicates a 34% increase from 2022 and a 23% increase from the prior highest count of 199 in the year 2020. Note that additional shelter beds were in operation from 2021-2023. The unsheltered count was not performed in 2021 due to the COVID-19 pandemic*.



Current shelter waitlist is 100-175 people.



Defining Sheltered vs. Unsheltered

For the purposes of this survey, information is collected on sheltered (in Emergency shelter or transitional housing) vs. unsheltered homelessness. In the 2023 count, 245 people said they were unsheltered. The majority of those who were unsheltered indicated they lived outside in places not meant for human habitation.

Last Place of Residence

Surveys also collected information about the last city of permanent residence, and 27% of unsheltered households provided this data. 42 (75%) of those households previously had stable housing in Kitsap County.

Characteristics

When asked about various personal characteristics, 142 unsheltered heads of households (68%) responded. The most common response from survey participants was that they experienced challenges related to mental health, followed by chronic substance use, permanent disability, and chronic health conditions.

Causes of Homelessness

When asked about the specific cause (or causes) of homelessness, 113 unsheltered households (54%) responded. The most common response was health issues (including mental health), economic issues (loss of a job or unable to work), and housing issues (eviction or loss of housing).

[1] In 2023 the Project Connect Community Resource fairs were hosted at the Salvation Army in Bremerton, Gateway Fellowship Church in Poulsbo, and at the United Methodist Church in Port Orchard.





Introduction to RPM Team

RPM Team operates as both a consultant for homelessness programs and a turnkey design firm involved in developing and constructing Navigation Shelters. Specializing in pre-engineered and prefabricated structures, we deploy teams faster than traditional EPC firms while remaining an economical option for planning, designing, and constructing housing projects.

We deliver projects that are well-designed, energy efficient, dignified, and inspiring. RPM Team makes a point to incorporate principles of trauma informed design to enhance the experience of the clients, reduce stress, and cultivate an environment of mutual trust and support.

Our team aims to eliminate homelessness by developing public-private coalitions to provide permanent homes by integrating social, health, and public services to provide support to the city's unhoused to ensure their rehabilitation and stability.



Community Faith Meeting, California

Mission: To end the cycle of homelessness

- Develop public-private coalitions to strategically transition our homeless clients from the street to permanent housing units.
- Collaborate with non-profits, community-based organizations, law enforcement, City, County, State, and other government entities to proactively support homeless individuals and to prevent homelessness.
- Provide 24/7 case management services plan to clients during intake, transitioning, and permanent housing periods.
- Build safe communities, one site at a time, throughout the city and county, with supportive counselors at community sites to ensure stability and smooth case management for clients-turned-tenants.
- Eliminate the “Not-In-My-Backyard” (NIMBY) mentality in the community with education about the cause and prevention of the cycle of homelessness.

RPM has worked on projects such as navigation centers, campuses, overnight shelters, dormitories, and housing that has accommodated up to 3,000 bedspace units. These projects were conducted in collaboration with government agencies: City of Sacramento, Phoenix, San Francisco, Huntington Beach, Reno, Manteca, and Stockton. We've also worked with public/private organizations such as Human Services Camp Inc., Interfaith Works, Volunteers of America, Family Promise, and Yakima Union Gospel Mission.



Introduction to Three Shelter Types

Regulated Tent Encampment

A regulated tent encampment is a designated area where individuals or groups can set up temporary shelters, typically in the form of tents, in a controlled and regulated manner. There are specific rules, guidelines, and oversight in place to govern the operation of the tent encampment. These regulations may cover aspects such as the size and layout of the tents, the provision of essential services like sanitation facilities and waste disposal, security measures, and overall safety standards.

Regulated tent encampments are often established in response to homelessness or emergency situations, providing a temporary and organized solution for individuals who lack permanent housing. Local authorities or organizations may implement regulations to ensure that the encampment operates in a way that promotes safety, health, and dignity for its residents while addressing community concerns. The goal is to offer a transitional housing option while also maintaining a degree of order and accountability within the encampment.



Tent Encampment, Colorado

Pallet Community

A pallet community typically refers to a housing arrangement where individuals or families reside in small structures or tiny homes made by Pallet Shelters. Pallet Shelters are thin foam insulated panels with metal stud material and a smooth finish. In the context of a pallet community, these pallets are creatively transformed into basic structures that can serve as makeshift homes.

These communities are often associated with efforts to address homelessness or provide affordable housing solutions. The use of Pallet Shelters allows for relatively inexpensive and easily obtainable materials,



Pallet Community, Delaware



and the structures are often simple and quick to assemble. Pallet Shelter communities may be part of broader initiatives aimed at providing temporary or transitional housing for those in need.

Sprung Shelter

A Sprung Shelter refers to a type of clearspan pre-engineered structure created by Sprung Structures, featuring a distinctive design with a curved, tensioned membrane roof supported by a robust frame. These shelters are renowned for their versatility, rapid assembly, and durability.



Sprung Shelter, Oregon

In the context of emergency response or initiatives addressing homelessness, Sprung Shelters are often employed as a solution for providing temporary congregate housing quickly and efficiently. The tensioned membrane roof offers a resilient and weather resistant cover, making these structures suitable for creating enclosed and spacious environments.



Deep Dive Analysis of Three Shelter Types

Option 1: Regulated Tent Encampment

Emergency “safe camps” are gaining traction with municipal agencies seeking rapidly deployable solutions for homelessness. These facilities, with roots back to the 1970s, offer a low-barrier entry point through non-congregate/non-dormitory settings, attracting residents of homeless encampments before or after their removal.

Providing low-barrier pathways to permanent housing begins with offering interim housing opportunities and a clear path to permanent housing.

“Permanent housing opportunities cannot always be immediately accessed, so it is important to be able to provide an immediate, interim housing opportunity (which could include shelter, bridge housing, or other temporary arrangements) without barriers to entry while permanent housing and appropriate supports are being secured.” US Inter-agency Council on Homelessness (USICH)



Tent Encampment, Colorado

Once residents begin to see their friends & neighbors moving into safer, dignified supportive housing or permanent housing, even the most service resistant residents are much more likely to leave their encampment or ‘rough sleeping’ living situation. The key factor is inter-agency cooperation and providing immediate supportive housing options that can provide an alternative to traditional congregate living shelters.

Tent Encampments in Action

One very successful example is Venice, CA where 200 people were living in tents along the iconic Venice boardwalk and which resulted in 89% have been matched to a permanent resource—82 people are now in permanent housing, and another 84 are in interim housing waiting to be placed in permanent homes. A homeless service agency, St. Joseph Center worked closely with local elected officials, the city homelessness services authority, sanitation workers and law enforcement to build relationships with their unhoused neighbors to help them understand why the boardwalk wasn’t a healthy or sustainable place to live – and they presented a clear, tangible offer of shelter and housing that was close by.



“The effort on the boardwalk was no one-off. On the other side of the city, People Assisting the Homeless (PATH) successfully housed every one of the 326 people living on the lake side of MacArthur Park near Downtown LA. A handful of holdouts declined to leave before the closure, stirring fears of arrests. None were made. Even the most disillusioned, watching their fellow community members accept real offers of housing, came around to ‘yes.’

A safe camp facility may become an effective short-term alternative to living in an encampment, however it is critical for decision makers to understand and acknowledge that even a very

clean, safe and well-run encampment with tents is technically speaking, not sheltering any of its residents. This is because homeless people have been displaced from their homes and are offered essentially the same level of accommodations they were living in previously in an encampment. In spite of the added security and better access to services, a sanctioned, intentional tent encampment basically provides a few more amenities and a less convenient location for unsheltered people to camp. The dilemma in equating tents with emergency or temporary housing is best illustrated on the UN and HUD definition of acceptable shelter conditions:



Tent Encampment, Colorado

An unsheltered homeless person lives in “a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, or on the street.”

Clearly a tent is no better suited for human habitation than a car or an abandoned building. More importantly, for a government or homeless services agency to be erecting tents - even as an interim solution to a clear crisis situation- sends a highly unsympathetic message and makes for some very poor optics because it says with little uncertainty that homeless people do not deserve to live indoors with any level of basic human decency.



Sanctioned Tent Encampment, California

A sanctioned encampment does not align with the City’s initiatives, and Mayor’s core values.



In contrast to the rules that govern many aspects of shelter stays, staying in an encampment means that people can generally come and go as they please.

“The ability to exercise autonomy and freedom of movement appears to be a powerful factor that draws some people to encampments” (Lutz, 2015; National Law Center on Homelessness and Poverty, 2014; Sparks, 2017a.).

This independence is sometimes eroded in communities that “normalize” encampments, introducing regulations that restrict residents’ activities in the process. When that happens, encampments may in effect become an extension of the same shelter system that people reject in favor of encampments (Herring, 2014; Speer, 2018a).

Courts have found that depriving homeless people of the rights to perform survival activities in public spaces when no alternatives are available violates the 1st, 4th, 5th, 8th, and 14th Amendments to the Constitution (Kieschnick, 2018; National Law Center on Homelessness and Poverty, 2014).

In *Martin v. City of Boise*, the court held that “as long as there is no option of sleeping indoors, the government cannot criminalize indigent, homeless people for sleeping outdoors, on public property.” Making it difficult for cities to enforce anti-camping laws.

Health Implications of Encampments

Tent encampment sites are a growing concern in cities across the United States. These makeshift shelters, often located on cold, hard ground, rarely offer any insulation or protection from the elements. With limited heating options and inadequate sanitation facilities, they pose a significant risk to the public health of both residents and the surrounding community.



Tent Encampment, California

Tent encampments have been proven to negatively affect health as per a NIH study, “Mortality rates among the homeless under cold stress show the highest relative risk in comparison to deaths among the homeless occurring during thermo-neutral conditions. This indicates a significant risk of excessive mortality among the homeless under cold stress.”

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5739436/>



With the information provided on sanctioned tent encampments, this solution does not align with the initiatives and values of the City. A tent encampment type solution does not provide dignity, health safety, public safety, nor help to dispel the stigma surrounding visible homelessness.

Tent encampments are not comparable to Pallet communities and Sprung shelter sites for the following reasons: they don't provide shelter, they don't fall in line with national definitions of shelters, they are unhealthy, unsafe, and become a city sponsored public health situation; further perpetuating the stigma of homelessness.



Tent Encampment, Tennessee



Comparisons: Pallet Communities & Sprung Shelters

Option 2: Pallet Communities

Lighter-duty modular units like Pallet Shelters, popularized by the “tiny house movement,” have become a convenient option for some municipal agencies. These prefabricated sleeping cabins offer a quick way to set up an urban campground, providing a temporary solution for unhoused people displaced by encampment bans and similar ordinances restricting public sleeping or loitering. The recent US Supreme Court rulings limiting such bans unless cities can provide sufficient alternative (and voluntary) living arrangements has created a robust industry for sleeping cabins and many new manufacturing companies have popped up to meet the growing demand.



Pallet Community, Oregon

However, the shortcuts to quick construction can have long-term impacts on the dignity of a community.

Pallet Shelter Safety and Operations & Maintenance

Pallet and other light-duty modular sleeping units are not designed for long term use and are easily damaged and somewhat difficult to repair with standard building materials. Sleeping units are not designed for relocation to future sites and often get damaged in transit. Individual sleeping units are also more difficult to monitor for safety and enforcing facility rules, i.e. smoking and cooking in unit; illicit activities and drug & alcohol abuse. Because of this it creates an increased opportunity for residents to return to their own ways because of the privacy the unit allows. Once a resident

Boasting nearly 2,700 units across 13 states, Pallet Shelters offer the quickest solution for quick-build emergency shelters. Their success stems from a unique combination of minimal site development which allows for rapid construction, and a commitment to employing recently unhoused individuals.



Pallet Community, Oregon



discovered breaking these rules they will be removed from the site and be back on the street, continuing the cycle of homelessness.

General maintenance can also be more difficult due to the large number of individual units which require inspections of mechanical units, smoke detectors, and electrical circuit overloading with multiple appliances. Smoke detectors and fire extinguishers are easily disabled and vandalized by residents. Individual mechanical units are typically low efficiency and require regular filter changes and frequent maintenance due to damage and over-use.



Pallet Shelter, California

The interior of the Pallet shelter is also unrefined. The structures have not been adequately tested for fire resistance, and several sites have caught fire due to the Pallet materials' propensity to ignite when a flame is nearby.

Additionally, if the shelter is not perfectly flat, its doors will catch and not open properly. Since Pallet shelters are not inspected in advance, the interior wiring requires ongoing inspections, making the structures high maintenance.

Another drawback of Pallet shelters is that they have to be built on-site and deteriorate faster when relocated. Although Pallet shelters were created with the best intentions, they are ultimately not conducive to dignified semi-permanent living space.

Modular sleeping units do not contain individual bathrooms or showers and shared facilities must be accessed by walking outdoors. This is a security problem, particularly during nighttime hours for women, seniors and people with disabilities. Exterior-only access to shared bathroom and shower facilities is also problematic for mixed populations such as trauma and abuse victims, transgender and mentally ill clients. Aside from the safety concern of



Pallet Community Fire, Oakland, California



using restrooms at night, there is the health concern of traveling outside in freezing temperatures from a shower to your unit, which has been known to cause negative health effects due to the exposure to cold in a damp environment, per NILH standards earlier referenced.

Security

Security must be 24/7 due to the setup and ongoing monitoring of all pallet units and their housed clients along with case manager/s and or staff operating pallet communities. Security personnel must be able to inspect unit interiors to ensure conformance with program or to remove residents from premises from unit tampering, drug & alcohol abuse.

Staffing of security must run in shifts of 8 hours so that security will be conscious and alert with any areas of concern and or alarming matters or even as simple as check-ins and or follow-up to client questions for safety. Law enforcement must have a direct line of communication with security at all times for the true safety of all clients housed in the pallet structure. Security must also be able to understand the population of clients that are housed and be able to empathize with scenarios and or situations that arise and be able to understand how to de-escalate vs escalate a situation and or concern.

The Security role also helps with an extra set of eyes and ears for day-to-day operations and awareness of services being implemented.



Pallet Site, Unknown

Client Health, Safety and Hygiene

Providing portable restrooms is a must for a pallet community to make sure all clients have access to clean and sanitized facilities for their own health and hygiene. Clients must be provided a safe and clean space for their dignity and well-being aside from their sleeping unit so these sites need to be paired with some kind of community building. Sanitation should be a top priority within the layout of a pallet community, re-



strooms should be cleaned on a daily basis and in close proximity to the sleeping units.

All pallet units should be inspected and cared for by not only the client but also the operator to ensure that living conditions are environmentally safe and healthy and to be aware of all hazardous conditions that will create damage to the pallet units.

Weather also plays a significant role in how the wear and tear of these units are safe havens for clients because the majority of units are in the elements outdoors. Staff could have difficulty in making sure that clients are protected from outside elements, such as weather, crime, and health due to the lack of visibility that comes with individual private spaces.

Staffing and Operations

Staffing and operations are the keys to the success or failure of a working pallet community. Staffing must provide an intake-like process for check-in and out of units. The layout of the Pallet community should always be designed with the ultimate goal of no blind spots and or block-off areas where staff and clients would be concerned about being in a no-exit zone. Understanding that operations should be geared towards client-centered hours and not regular business center hours. Operations are meant to help clients sunset away from pallets into more permanent supporting housing.

Pallet Shelter Site Efficiency and Flexibility

Single-occupant, sleeping units are much smaller than the popular tiny houses, and do not include a living space, storage closets, kitchen or dining areas. Modular sleeping units are nearly all Type V-B, non fire-protected construction using combustible materials such as wood, composite plastic or fiberglass wall panels. Without fire-protected construction these units must be separated by a minimum of 10 feet in all directions to meet building and fire codes in order to prevent fire spread from one unit to another. This results in an effective footprint of approximately 64 square feet per dwelling unit but an ineffective maximum of 30-40 units per acre. Light duty tiny houses are also not designed to be stacked and all non-congregate tiny house shelters are limited to single story structures.

Pallet communities depending on site and size will differ from the number of units it can hold or place within community design. Weather elements and conditions of where the pallet community is placed will also have either a positive or negative impact on the longevity and wear and tear of units. The size of the pallet (unit) will also determine how many can be placed or built within the design of the community that is trying to be built to meet the needs of cities and or counties. The site chosen by the City is unable to fit 100 people due to the size restrictions individual sleeping cabins present.

Pallet Shelter Neighborhood Impact

Tiny house sleeping units are not a standard building typology and do not fit into the standard planning and zoning design guidelines in most cities. Modular sleeping unit



sites often require a special use permit or land use zoning variance, which generally require public hearings and adds two to three months to the development schedule.

Pallet communities also visually resemble itinerant camps and do not elicit a sense of permanence or human dignity. The typical Pallet size is 8 ft by 10 ft, which is smaller than a children's bedroom. Pallet Shelter sites often do not provide a central day use facility that is conditioned and large enough to accommodate all the residents. Without these community spaces, these sites can often feel more isolating than their previous encampment where their friends and support system were.

Pallet have cold, sharp edges, and their thin walls are only 1.5 inches thick. Because they don't have a closed envelope system, air gaps are visible from the interior. Their lack of insulation makes it very difficult to heat the structures in the winter and cool them in the summer, which generates significant energy costs. Pallet shelters are also assembled with 500-700 tech screws that penetrate the structural envelope, creating many leak points. As a result, occupants frequently have to cover their homes with tarps after just one season of use to mitigate leaks from rain. From a neighborhood perspective Pallet Shelters are easily visible from the street and the overall site rarely looks clean and evokes the encampment feel that communities want to move away from.

A screenshot of a news website showing two articles. The left article is from Crosscut (CASCADIA PBS) titled 'Oakland fire in tiny home village turns spotlight on WA company'. The right article is from KTLA 7 (WEB LA) titled '15 tiny houses for veterans go up in flames in west Los Angeles'. Both articles include a small image of a fire at night.

Unfortunately, Pallet Shelters have a negative track record and propensity for fires. Fires have been reported at Pallet sites in Oakland, Los Angeles, and Banning.

- <https://crosscut.com/news/2022/03/oakland-fire-tiny-home-village-turns-spotlight-wa-company>
- <https://kesq.com/news/2020/12/27/38-banning-residents-displaced-after-fire-destroys-newly-built-temporary-homes/>
- <https://ktla.com/news/local-news/15-tiny-houses-for-veterans-go-up-in-flames-in-west-los-angeles>



Pallet Shelter Testimonials & Community Feedback

Testimonial of a Pallet Shelter resident in Everett, WA, Jaime Adams, Age 43.

“Although the site is supposed to have case managers, the hours are not consistent, along with the laundry services. Inside, most of the time the heaters work, sometimes they can fail and it will be freezing until they replace it, but the heaters are at waist level which makes no sense because the floors are not insulated and the floors are freezing at night, my door handle has been broken so it cannot lock that’s why I call it the dry erase board hut... the operators are more concerned about items around our units then the services, a site manager makes routine checks and puts notes on our units to put them away or they’ll be thrown away by 3pm. They’re more focused on not making this look like a shanty town then on us.”

Jaimie’s testimonial illustrates a considerable deficiency with pallet shelters; even with proper oversight for operations, the units themselves fail quickly and add to the stress for the residents occupying them.

Patrick Newman, a member of the public, echo’s Jaime’s feelings with his letter to the editor stating, “In any case, for the homeless person “lucky” enough to procure a 64 square-foot Pallet shelter, this is one step removed from utter destitution. Being one step removed from utter destitution hardly qualifies as pleasurable.”

<https://www.chicoer.com/2022/09/11/letter-where-is-the-pleasure-in-shelter-life/>

RPM



Option 3: Sprung Shelters

Homeless shelters are a type of homeless service agency that will provide temporary residence for all those in need. Shelters exist to provide residents with safety and protection from exposure to the weather while simultaneously reducing the environmental impact on the community, providing respite and services to the residents, and a hygienic bathroom and shower area.

Homeless shelters with services are best executed with a Sprung Structure, an energy efficient clear span tension membrane structure. Sprung incorporates energy-efficient components, such as insulation, high-performance windows, and energy-



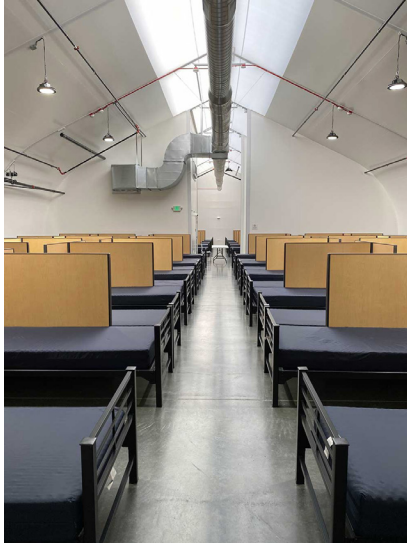
Sprung Shelter, Oregon

efficient lighting, which can help reduce the building's overall energy consumption and lower greenhouse gas emissions. Sprung Structures are exceptionally airtight, minimizing heat or cooling loss. They utilize formaldehyde-free fiberglass insulation to insulate their structures, adding foil backing to increase efficiency and assist in the containment of radiant energy. Sprung also incorporates skylights and windows to take advantage of natural light and reduce power consumption.

The shape of the Sprung Structure with the tall interior ceilings enable a more dense floor plan without feeling claustrophobic, fitting more residents relative to other construction types like modular trailers. With the tall ceilings also comes natural light which offers a bright voluminous living space, becoming a more dignified and humanistic facility.

Sprung Shelter Safety and Operations & Maintenance

Sprung Shelters provide a commercial or light industrial level of durability & require very low maintenance for the building enclosure. Dormitories and day rooms in Sprung Shelters generally use 1-2 high efficiency package heat pump mechanical units which are low maintenance and offer 10-15 year manufacturer warranties. Fabric buildings include standard a continuous daylight panel at the roof ridge which provides ample natural light which creates and airy, welcoming space that feel significantly larger than it actually is.



Sprung Interior

The use of light sensors and dimmable fixtures further reduce energy use when there is sufficient daylight. The Sprung Shelter option offers a regulated open space, climate controls and thus disease prevention is managed at a staff level, versus an individual (resident) level, adding to the positive health impacts of the facility.

Congregate dormitories with centralized & shared Navigation Center day rooms and dining facilities are highly staff-efficient because staff and clients are regularly interacting. This results in increased safety for staff and clients by reducing the response time for emergency situations through visual monitoring and a limited number of building entry points. Navigation Centers with Dormitory buildings also provide more convenient and safe access to restrooms and showers during day and nighttime hours without ever having to

leave the facility, meaning there is not outdoor exposure to use a restroom in a Sprung Shelter. Direct access to staff and security offices is also easily accommodated in a shared Navigation Center building.

Men, women and disabled clients can be housed in separate buildings in a congregate dormitory setting and sub-groups such as couples, transgender individuals can be further segregated using interior privacy partitions. Access to restrooms and common spaces

for individuals with disabilities is also more convenient in a congregate living building.



Sprung Interior Plan by Opsis

Security

Security must be 24/7 due to the setup and ongoing monitoring of all housed clients along with the case managers. Staffing of security must run in shifts of 8 hours so that security will be conscious and alert with any areas of concern and or alarming matters or even as simple as check-ins and or follow-up to client questions for safety. Law enforcement must have a direct line of communication with security at all times for the true safety of all clients housed.



Client Health, Safety and Hygiene

Sanitation should be a top priority within the design and the layout of the whole structure and should be cleaned on a daily basis. The goal for clients is to come off the streets and although it is an enclosed Sprung shelter, it's not meant to be a shelter for the long term, but a more effective and safer haven for us all. Staff will be able to help clients and protect them from outside elements, such as: weather, crime, and violence.

Staffing and Operations

Centralizing operations under one roof can lead to a number of benefits for both clients and service providers. Day to day operations are streamlined and efficiency is improved resulting in better outcomes and less stress. The intake process occurs indoors with easy access to restrooms, lounges and most importantly, respite from the outside elements. The layout should always be designed with the ultimate goal of no blind spots or block-off areas, where staff and clients would be concerned about being in a no-exit zone.

Operations are meant to help clients sunset away from pallets into more permanent supporting housing and a Sprung Shelter is a more appropriate starting point given the weather elements in Bremerton.



Sprung Shelter, Washington

Sprung Shelter Site Efficiency and Flexibility

Congregate dormitory buildings are the most efficient way to maximize the number of dwelling units/beds on a given site. A typical site with dormitory only sleeping can provide approximately 400 beds per acre of land and can be designed to fit virtually any site size or shape and a 100-bed dormitory can be placed on a site that is less than half an acre. The modular design of tension fabric buildings also allow for easy expansion in the future to provide additional beds, staff offices or day use and dining spaces.



Sprung Shelter, California

The column free design means that the interior build out and environments can change over time, to evolve with the demographic of the population, or to change its use



completely to transition into a community center. The modular nature of the components used allow for easy expansion. The aluminum substructure of a Sprung Shelter allows an all bolt assembly which enables the structure to be relocatable, at the end of the Sprung Shelter life the structure could be disassembled and relocated to another city location to serve a new purpose.

Neighborhood Impact

When designed properly, a shared, congregate living facility can help create a sense of shared purpose & belonging and in general, larger buildings feel more traditional than individual sleeping units. Sprung Shelters are flexible in design to allow traditional architectural components to be integrated like glass entry doors, storefront glazing, and fun curves, alcoves, and entry ways. The Sprung Shelter is code compliant and satisfies local zoning and building codes.

Stigma Around Crime

Concerns about crime near shelters are understandable, but Sprung shelters can actually bring positive change. While they may initially face opposition, Navigation Centers with ongoing operations often see a decrease in loitering and surrounding encampments. This is because they introduce much-needed oversight that wasn't there before, both from the center itself and from law enforcement. This draws unsheltered individuals towards resources and support, while also making it easier for police to distinguish between genuine criminal activity and issues related to homelessness. Yes, there's a stigma around shelters, but the reality is, they can lead to a safer environment for everyone.

Relevant Research

- A three-year study on the effect of housing navigation centers on recidivism found that 70% of justice-involved individuals who received housing at the HNC exited to permanent housing, with a recidivism rate of 9.6% compared to the national average of 68%. Navigating Homelessness: The Effect Of Housing Navigation Centers On Recidivism, Jun 12, 2023. <https://fas.org/publication/navigating-homelessness-the-effect-of-housing-navigation-centers-on-recidivism/>
- 3/4 Navigation Centers experienced a decrease in crime rates in San Francisco: Division Circle by 17%, Bayshore by 4%, and Bryant Street by 11%. <https://sf.curbed.com/2019/11/21/20976211/navigation-centers-san-francisco-crime-rates-sf>
- Homeless shelters are often better for neighborhoods than tent encampments and can lead to a decrease in crime. <https://dignitymoves.org/dispelling-the-myth-homeless-shelters-and-crime-rates/>
- Temporary homeless shelters are designed to replace tent encampments and provide



- a safer, more controlled environment.
- Studies have shown that the opening of homeless shelters does not result in an increase in crime rates. In some cases, crime rates have actually decreased after the establishment of homeless shelters, as they provide stability and reduce the need for individuals to resort to criminal activities. <https://www.kqed.org/news/11942734/emergency-calls-complaints-are-down-near-san-joses-temporary-housing-sites-so-why-are-they-still-so-politically-risky>
- Providing shelter for homeless individuals can help address the root causes of crime and improve the safety and well-being of both the homeless population and the surrounding community. <https://californialocal.com/localnews/statewide/ca/article/show/6215-homelessness-crime-california/>
- A 2018 study by the University of Texas Southwestern Medical Center, in which 255 unhoused people were interviewed over a 24 month period, the most frequent charges fell into the category of “homeless status offenses.” These are offenses which result “from behaviors intrinsic to homelessness.” Those include **“loitering,” “vagrancy,” and “trespassing,” all of which are largely unavoidable for people who have nowhere to go.** <https://californialocal.com/localnews/statewide/ca/article/show/6215-homelessness-crime-california/>
- The Frisc, a San Francisco based media outlet conducted a study, analyzing crime reports from areas surrounding Navigation Centers that opened between 2015 and 2018 and operated for at least 12 months. Of the eight centers analyzed, incident rates either decreased or stayed relatively flat after the Navigation Centers opened for five of them. Rates increased around three centers. According to Mike Males, a senior research fellow at the Center on Juvenile and Criminal Justice, the random nature of increases and decreases after opening indicates that Navigation Centers cannot be shown to increase crime.
- The study considered control areas outside the 500-foot radius around each Navigation Center to compare incident rates slightly farther away. In most cases, adding control areas did not significantly change the data, with one control area showing a notable rise in incidents.
- The conclusion drawn is that whether immediately close by or slightly farther away, there is no pattern of rising crime in the months following the opening of a Navigation Center. <https://thefrisc.com/sfs-specialized-homeless-shelters-do-not-bring-more-crime-no-matter-what-angry-neighbors-say-d7322054a568>
- “Navigation Center Neighborhood Impact Study” <https://www.fremontforeveryone.com/s/Navigation-Center-Neighborhood-Impacts-Final-Report.pdf>
- **Executive Summary:** The City and County of San Francisco is in the process of expanding its network of navigation centers, an updated version of a traditional homeless shelter. However, plans to open new centers are sometimes met with opposition from people who live or work nearby. Such opposition has blocked plans



to open similar sites in San Francisco and impedes the city's ability to provide homeless services. People opposed to navigation centers and shelters expressed concern that they might have a negative impact on the surrounding neighborhood, such as by increasing crime, increasing visible homelessness, or decreasing property values. This report examines whether these impacts occur in practice.

- **Navigation Centers Have No Effect on Neighborhood Crime:** An analysis of San Francisco Police Department data indicated that navigation centers have no effect on neighborhood crime. This analysis revealed that the number of crimes occurring near navigation centers was approximately equal to the number of crimes occurring at similar locations without centers. A survey of people living and working near navigation centers also indicated that navigation center presence is unrelated to neighborhood crime. Over half of surveyed community members believed that neighborhood crime levels had stayed the same since a navigation center opened nearby, and felt just as safe in the area as they had previously.
- **Navigation Centers Have No Effect on Property Values:** Property values were rising in all neighborhoods, regardless of navigation center presence. The Mission saw an especially large increase in property values, despite being the only neighborhood hosting multiple navigation centers. Neighbors living within one block of the navigation centers did not believe that the centers had any effect on the value of their property.
- **Closing:** This study provides evidence that navigation centers do not have negative impacts on the neighborhoods where they are located. In some cases, housed residents may even benefit from having a homeless service site nearby. This shows that the city does not need to compromise the well-being of housed residents in order to provide support for their homeless neighbors. It is my hope that information from this report will enrich dialogue with community members and policymakers interested in the neighborhood impacts of homeless service sites, and ultimately contribute to San Francisco's efforts to reduce homelessness.

RPM Addressing statistics that say shelters “increase” crime.

An explanation why residents and older studies consider that there is an increased crime rate near shelters is a result of increased police presence around shelters alongside the criminalization of homelessness (due to using the shelters' existence against “illegal” encampments) or anti-homeless laws. As well as the police addressing many of the residents' complaints (fear, bigotry, etc.) about the unhoused. So, the numbers could mean that since there are more reports = more crime in the area.

- A supply of shelter beds insufficient to meet the demand; this problem may be exacerbated by limited funding for emergency shelters and by community opposition to creating new or expanded shelter and bridge housing facilities or permanent supportive housing.
- Out of the three, Sprung Shelter best aligns with the intent of the above provided information. It is the only option that truly offers an open, transparent, and



controlled setting for the residents ensuring safety to the public of the surrounding neighborhood.

Stigma Around the High Cost of Temporary Solutions

According to the US Inter-agency Council on Homelessness report, *Ending Homelessness for People in Encampments: Advancing the Dialogue 2* (2015), there is a persistent concern that costly homeless encampment operations can prevent funding from going directly to permanent housing and “distract communities from focusing on” more permanent solutions. In one particular RAND study, researchers found that receiving supportive housing reduced the costs for public services by nearly 60 percent, reiterating the point that it is more cost effective to house people experiencing homelessness. (From 2019 Andre House report) <https://andrehouse.org/wp-content/uploads/2019/11/Unsheltered-Perspectives.pdf>

The cost of doing nothing also comes with a large price tag to local agencies and their taxpayer base. According to the National Alliance to End Homelessness, someone experiencing chronic homelessness costs taxpayers an average of \$35,578 per year, largely as a result of frequent emergency room visits and other health-related services; arrests and associated court costs. A lack of low barrier shelter beds is a primary determinant in the inability of outreach workers to get the unhoused into shelters.

“When asked about outreach experiences with case managers, 52 out of 100 people described how they’ve never been offered a place to stay by a service provider or case manager.” (2019 Andre House Interviews)



Our Recommendation: Sprung Shelter

After reviewing the scope of the homelessness issue in Bremerton, and with consideration of the number of clients that seek shelter at the Salvation Army, RPM recommends that the City select a shelter type that accommodates 75-100 clients. This capacity will enable the City to maintain consistently open beds such that persons experiencing homelessness in Bremerton will have an emergency resource available. Available shelter on the first night of homelessness is a safety net that prevents your citizens from spending the night outside making them vulnerable to victimization. Additionally, shelter options that do not provide enough capacity will make chapter 9.32 of the Bremerton Municipal Code titled “Unauthorized Camping” non-enforceable creating an environment where those that chose to be criminal vagrants will have an avenue to exploit your streets and citizens.



A Sprung Shelter can provide the capacity that Bremerton needs while better meeting several other critical considerations for a successful shelter model than the regulated tent encampment or the pallet community. Among those considerations are:

- regulated open space with climate and environmental controls that aids in disease prevention
- alignment with the 2019 Homeless Crisis and Housing plan
- true low barrier entry
- fully bringing folks “inside”

Additionally, the Sprung Shelter is a relocatable asset that is designed to be adapted and reused. This affords the City the options to alter its interior configuration to better meet emerging needs of the housing crisis, convert to a new use on site, or relocate to a new site entirely.

RPM does not recommend a regulated encampment for addressing Bremerton’s crisis. While it would be the simplest and least expensive to construct, tent encampments do not provide adequate shelter, don’t comply with the city’s health standards and do not provide any sheltered spaces for much needed services and community space.



While a pallet community can be a useful piece of a holistic housing crisis response, it does not adequately provide the safety net that Bremerton requires. Additionally, the proposed layout for the Oyster Bay Site would only accommodate around 40 units. Expanding the site to accommodate 75 - 100 units would increase the costs of site development, shelter construction, and operations such that it would significantly exceed the cost (in all categories) of the Sprung Shelter model.

A more thorough analysis of each of the three shelter types is provided in the preceding sections.

RPM



Summary of Bremerton's Initiatives Related to Homelessness

Mayor's 2023 Initiatives

The 2023 initiatives outline a focused approach to address critical issues facing the community, prioritizing homelessness prevention, enhancing public safety, and strengthening mental health support.

To combat homelessness, the Mayor proposes exploring innovative shelter options, including temporary and permanent facilities, while expanding the Block Watch program to empower residents in crime prevention.

Additionally, the Mayor commits to continuing the Navigator Program, which provides crisis intervention and connects individuals with mental health and addiction services. In the realm of public safety, the Mayor reaffirms support for the 'Stand By Me' program, ensuring comprehensive care for homeless and at-risk individuals.

City of Bremerton 2021 Comprehensive Plan Amendments

Element 3: Housing, Vision, Goals & Policies H2(E)

Support efforts to provide for a variety of housing options such as emergency group housing, homeless shelters and short term housing to meet the needs of those in the lower income categories.



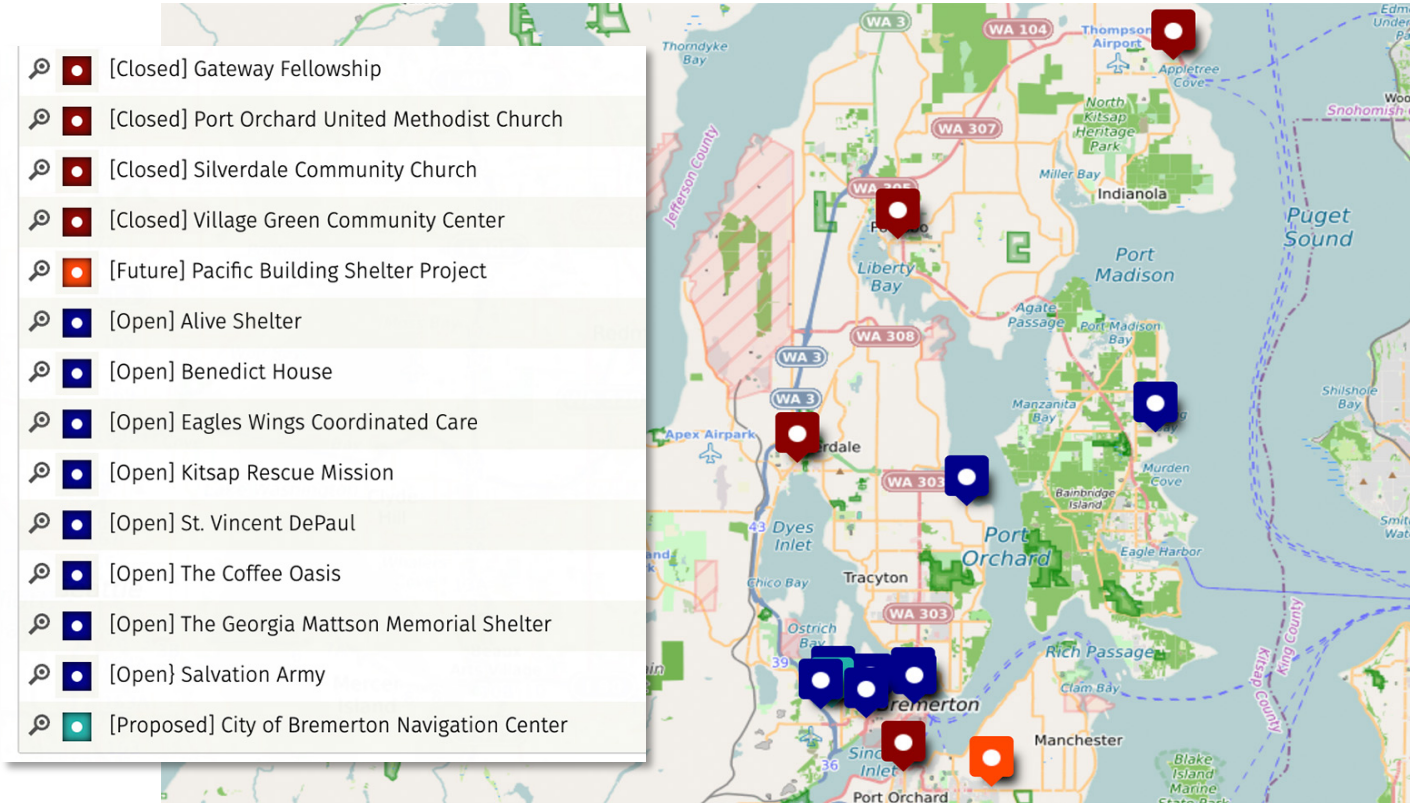
Mayor Wheeler

"In 2023, Fentanyl continues to victimize our most vulnerable, tear apart families, and kill at an alarming rate."

"The President's supplemental funding request would also allocate \$1.5 billion in grant funding to localities through the Department of Health and Human Services' State Opioid Response (SOR) grant program."

"Fentanyl Supplemental Request Letter" signed November 14, 2023, Bremerton Mayor Wheeler along with other Mayors representing millions of citizens sent letter to Speaker Johnson and Leader Jeffries, Schumer, and McConnell.

Kitsap County / Bremerton Shelter Resources



[Link to Map Here](#) or visit <http://u.osmfr.org/m/996701/>

1. Kitsap Rescue Mission

4303 Kitsap Way
Bremerton, WA 98312

The Kitsap Rescue Mission provides reliable, welcoming shelter to vulnerable individuals who would otherwise have nowhere to sleep. Operating year-round, they offer shelter, meals, clothing and hygiene supplies, case management and an opportunity for clients to begin to resolve the underlying problems that have culminated in homelessness. 75 beds.

This converted motel to be phased out when the County sponsored Mile Hill Road shelter opens (fall of 2024)

2. St Vincent DePaul

137 N Callow Ave
Bremerton, WA 98312

Bremerton facility offers food packs, general assistance, transportation, rent, utilities, hygiene, food rack and, thrift store. Tu, Th, F Sa: 10:30 am- 2:30 pm. And a women's shelter with 22 beds/ 2 ADA rooms, a children's play area, a garden, living areas, and a communal kitchen.

The Birkenfeld Stella Maris House (women's shelter) is governed by the charitable principles of the Society of St. Vincent de Paul. The Shelter offers housing, food, and a safe, supportive environment to women (and women with children) whose lives have become compromised. Compassionate assistance is given at no cost and without discrimination. Residents have a full-time Case Manager assigned to them to assist in their return to independence

Additional non shelter centers include:

Port Orchard: 2525 Bethell Rd. SE, M-F 9:30 am- 5:00 pm.
Poulsboro: 8943 Caldart Av. NE. Tu, Thur: 10:00 am- noon.

3. Salvation Army (appears to be closed as of April 30, 2023)

832 6th Street
Bremerton, Washington 98337

Social services and shelter. Emergency night shelter through April 30, 2023. Intake every night 7- 8:45 pm. Meals: breakfast 8:00 am. Lunch: noon. Dinner (through April 30, 2023: 5:00 pm. Showers: M-F 5:00 am -2:30 pm. Laundry drop off and pick up M-F: 9:15- 3:00 pm.)

4. The Coffee Oasis

822 Burwell St
Bremerton, WA 98337

The Coffee Oasis is a Christian organization offering all resources, services, activities, and programs to youth 13-25 years old without regard to religious beliefs, race, color, gender, ethnicity, sexual orientation, identity, or disability. It provides emergency, short-term housing for youth experiencing homelessness. While youth live at one of our shelters, they work with a case manager to set goals and connect with other services to help them work towards stability.



The Bremerton Shelter is a 6 bed DSHS licensed youth shelter that provides youth (ages 16-20) with a safe and encouraging place to live while they work towards sustainable housing and employment. Check- In” 9: pm. Check-out: 8:00 am.

Youth programs include: crisis services (24 hours text line/ substance use counseling; youth engagement/ drop- in centers; housing services: emergency shelter/ supportive housing; youth development: case management/ job training/ mentorship.

5. Benedict House

250 South Cambrian Ave
Bremerton, WA 98312

This homeless men’s shelter in Kitsap County provides emergency beds for 24 single homeless men. The shelter also provides 3 additional respite beds for those needing time to recover after medical treatment. Men interested in staying at Benedict House must apply through the Housing Solutions Center at 1201 Park Avenue, Bremerton, (360) 473-2035.

The house employs one case manager and provide such services as establishment of income, health insurance, wellness check-ups, legal aid, and permanent housing.

Meals – as a 24-hour shelter, all three meals daily for residents. Volunteers from the local community and churches/parishes also assist in providing evening meal services.

Housing – clean and sober living arrangements are provided in a physically and emotionally safe dormitory-style environment. All sheets, towels and toiletries are provided, including shower and restroom facilities. Locked storage is available.

6. Alive Shelter

10255 NE Valley Rd,
Bainbridge Island, WA 98110

The YWCA Kitsap County operates the A.L.I.V.E. (Alternatives to Living in a Violent Environment) Domestic Violence Emergency Shelter Program – the only state-certified domestic violence shelter in Kitsap County. The 13-bed confidential shelter provides emergency living and support to individuals and families fleeing an immediately dangerous situation for up to 30 days – sometimes longer depending on the need. Although it is communal living, the



shelter is structured in a way that permits women and children to reside within the shelter.

While in the shelter, guests have access to a Domestic Violence Advocate 24/7 as well as several supportive services such as crisis intervention, safety planning, civil and criminal legal advocacy, housing advocacy, weekly facilitated support group services, childcare, 24-hour advocacy, case management, and community resources and program referrals. Basic necessities such as food and hygiene products are provided by YWCA or acquired through donations from community supporters. Cultural accommodations such as food and beverages are provided as needed and requested to provide a culturally sensitive and affirming atmosphere for guests.

7. The Georgia Mattson Memorial Shelter

4846 Auto Center Way
Bremerton, WA

The Georgia Mattson Memorial Shelter is managed by The Weaver Foundation. Low-income homeless women who have experienced domestic violence are helped through the program. All clients are referred by other non-profit agencies in the Kitsap Community. The shelter has separate bedrooms and can house 22 individuals. Staff consist of all volunteers providing shelter and everyday living necessities to women over age 18 while they are working to overcome their homeless circumstances. Neither The Weaver Foundation nor The Georgia Mattson Memorial Shelter discriminate in regard to race or beliefs.

8. Eagles Wings Coordinated Care

8050 Illahee Road
Bremerton, WA 98310

Note: Not clear how many residents, and if this facility is still open.

Eagles Wings Coordinated Care is a nonprofit organization dedicated to providing safety, stability, and community for individuals who have struggled with chemical dependency, homelessness, and mental health problems. A community serving a community, providing housing, stability, and a pillow under everybody's head.



9. Pacific building shelter project (Mile Hill) (Port Orchard area) Future County funded Shelter

4459 SE Mile Hill Dr
Port Orchard WA 98366

September 27, 2023

Kitsap County closed on purchase of the former Olympic Fitness Club building April 14, 2022 to be used for temporary emergency housing programs. The building was purchased for \$1.5 million with a combination of state grants designated to create new emergency housing and provide local funding for homeless and affordable housing projects.

“Many in our community struggle to find housing they can afford as the costs surge throughout the Puget Sound region. As prices rise, creative shared housing solutions have appeared. Although limited available housing is still a barrier to finding a place to live, the recent Kitsap Pavilion shelter provides a valuable example for what is possible in South Kitsap,” said Kitsap County Commissioner Charlotte Garrido.

The purchase came after a countywide search to find a suitable building. This facility, located at 4459 Mile Hill Drive, was selected for many reasons, including large square footage, its South Kitsap location, access to public transportation and proximity to a wide range of services. The county is in the process of assessing requirements to bring the building up to code and what permits will be needed.

The project schedule is planning for the building **to be fully operational by Fall 2024.**

The building will provide emergency housing beds and serve up to 75 guests seven days a week 24 hours a day, 365 days a year. It will provide guests with meals, laundry, personal hygiene, personal storage at 20,000 sf with four restroom/ showers.

The building has a pet care center that will care for a limited number of companion animals. Guests may access and engage with other services such as health care, financial stability, housing assistance, physical & mental health, substance use and recovery assistance, and job placement.

The staff will develop individual plans with each resident, regarding the specific steps needed to attain permanent and stable housing.

Severe Weather Shelters

<http://www.hsckitsap.org/hsc-bed-tracker/single-woman/kitsap-severe-weather-shelter/>

Posted by Kitsap County Department of Emergency Management

CLOSED – [Silverdale Community Church](#) 6pm-9pm check-in

CLOSED – [Village Green Community Center](#) (6:30pm-9pm check-in)

CLOSED – [Port Orchard United Methodist Church](#) 6pm-9pm check-in

CLOSED – [Gateway Fellowship](#) 6pm-9pm check-in

The severe weather shelter program will be operating Nov 1st – Mar 31st in Kitsap County. This shelter is available for single adults, parents with children, families, and teens.

The shelters will open if it is expected to be 32 degrees or lower for four or more hours for one or more successive days; if snow accumulation is expected to exceed one inch or more for more than 2 days; or if there are two or more successive days of one inch or more of rain; or shelters may activate when high wind warnings are issued. Opening a shelter is also dependent on the shelter being fully staffed by volunteers for the night. The weather is monitored for severe weather conditions by Kitsap County Department of Emergency Management.



PROJECT PROPOSAL

Hybrid Shelter Model

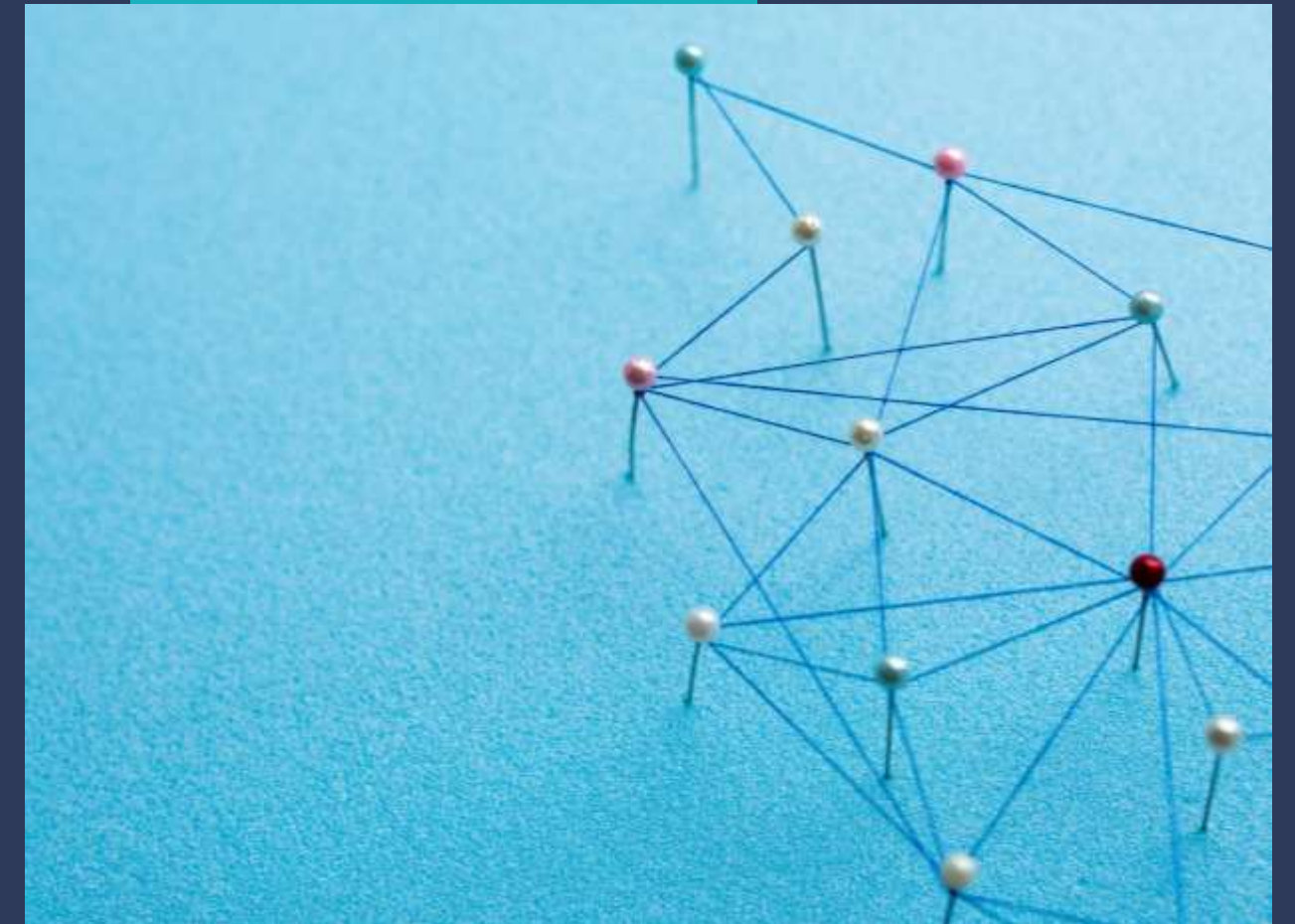
Prepared for Bremerton City Council

January 10, 2024 Study Session



The Vision

Work together as a community with our City and our County to provide a shelter model in Bremerton that provides a pathway to permanent housing developed around individual needs, human dignity, safety and security, and a holistic approach to healing, health and overcoming barriers to successfully live in permanent quality housing without causing further trauma through the process.



Consider Lived Experience



“The need of those on the streets of Bremerton is “broad.” Our unhoused population have many different behavioral health needs and live with a wide variety of trauma, and we just can’t fit them in one style shelter without creating more trauma in their lives or delaying their progress to gain stable housing.”

What is the Hybrid Model?

Hybrid Approach Provides Options

40 Pallet Homes with room to expand for Private Transitional Space




Congregate Shelter with up to 50 Beds



Supportive Services and Voucher Referral Program





Working
Together
We Can Do
This!

Minimize negative impact on neighborhoods & Maximize positive impacts on unhoused residents

- Emergency shelter is not a forever option
- Housing dignity
- Community security
- Financial sustainability
- Support transition to permanent housing
- Multiple housing options
- Minimizes risk of communicable disease transmission & lowers impact on Kitsap's health care system



Benefits of the Hybrid Option

This proposal provides:

- Housing dignity options along the continuum of housing
- Full utilization of existing shelters and permanent housing options
- Individual long-term services
- An inclusive approach
- Shelter that is better managed and secured
- Protection from further traumatization
- Collaboration among community partners
- The best solution to address immediate encampment problem within the current housing continuum

What is the potential
cost?

Financial Picture for Hybrid

Depends on Site

Item	Amount
40 Pallet Units (includes all pallets, support units, and infrastructure)	\$1.4 Million
Congregate Shelter	\$1 Million
Purchase Site Ready to Build or Lease Site Ready to Build	\$3 Million (Estimate) or \$140K Per Year to Lease
Annual Operations (Based on SA and Pendleton Place Annual Costs)	\$1.5 to \$3 Million
Total Cost for Year One Under Leasing Model	\$5.4 Million
Total Cost for Year One Under Purchase Model	\$8.4 Million

- No sites have been secured but several have been identified.
- Community impact needs to be part of process.

Year One Financial Estimate (Based on Leasing Structure)

\$5.4M Plan includes one larger site or two smaller sites and provides up to 90 beds/units

Oversight Staff	\$37,500	Client Assistance Costs (bus passes, IDs, DLs, etc)	\$52,000
Administrative	\$25,175	Transportation (insurance, vehicle maintenance, gas)	\$41,600
SUDP/MHP	\$27,500	Equipment (W&D units, kitchen appliances, etc)	\$50,000
RN	\$69,500	Supplies (Bedding, mattresses)	\$100,000
Case Managers	\$340,000	Telecommunications/Computers	\$25,000
Support Staff/Peers	\$468,000	Rent for Building/Land	\$252,000
Contracted Security	\$393,120	Accounting Services	\$2,400
Maintenance & Janitorial	\$124,800	Insurance	\$10,000
Transportation Aides	\$99,008	Fire Safety	\$25,000
		Water & Sewer	\$24,000
		Garbage	\$24,000
		Telephone/Internet	\$2,400
		Misc (Food & Client Supplies)	\$306,997
		Pallet Shelter and Congregate	\$2,400,000
		Permitting and Upgrades	\$500,000
Staffing subtotal	\$1,584,603	Operations subtotal	\$3,815,397

Housing Continuum

PRECIPITATING EVENTS



UNHOUSED

EMERGENCY
SHELTER

SUPPORTIVE
HOUSING

AFFORDABLE
RENTAL

WORKFORCE
HOUSING

AFFORDABLE
HOME OWNERSHIP

MARKET
RENTAL

MARKET HOME
OWNERSHIP



Housing Continuum

PROGRESSING EVENTS



UNHOUSED

EMERGENCY
SHELTER

SUPPORTIVE
HOUSING

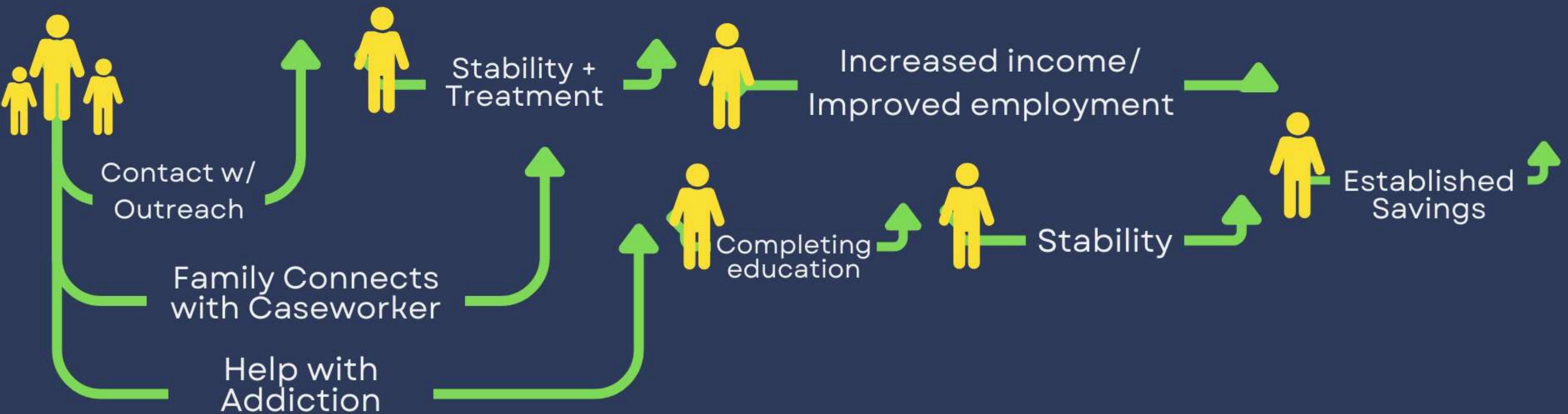
AFFORDABLE
RENTAL

WORKFORCE
HOUSING

AFFORDABLE
HOME OWNERSHIP

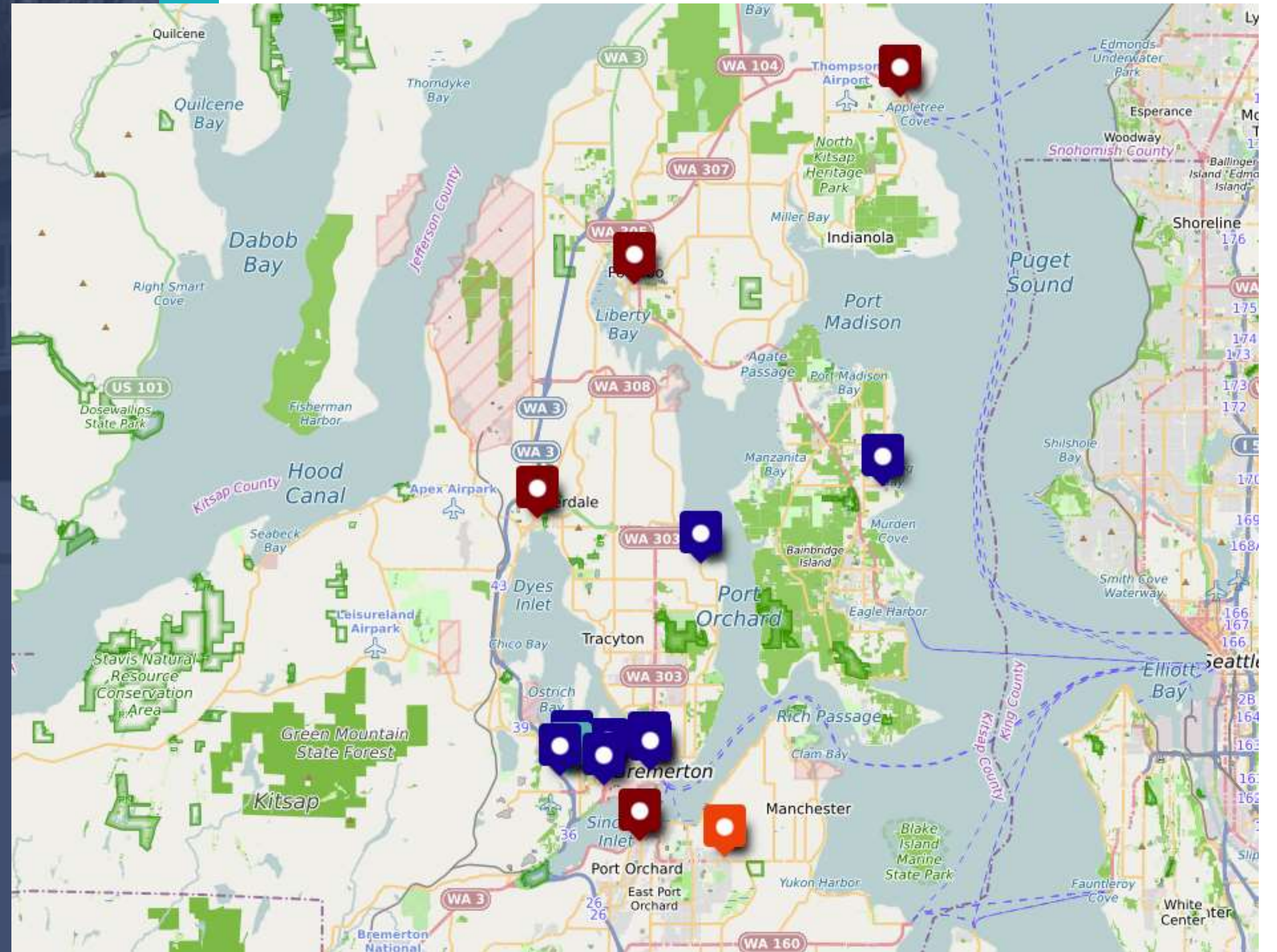
MARKET
RENTAL

MARKET HOME
OWNERSHIP



What is the current shelter use
and need?

Shelters in Kitsap



Shelter Utilization Resources

- BHA is implementing a referral program with each organization to provide vouchers to individuals/households ready for independent subsidized housing
- A number of other affordable transitional options are available through the shared housing organizations (app 240)
- BHA and Housing Kitsap have 250 fully funded vouchers available

Shelter	Type	Beds	
Salvation Army	Low-Barrier Congregate	80 Beds	
St. Vincent de Paul	Women & Children	22 Beds	
Coffee Oasis	Youth and Young Adults	6 Beds in Bremerton and 5 Beds in Poulsbo	
Kitsap Rescue Mission	Individual and Family Hotel Units	100 Beds	
Alive Shelter	Families in Dangerous Situations	17 Beds	
Georgia's House	Women and Children	22 Beds	
Benedict House	Men and Men with Children	24 Beds and respite	



Continuum of Care



HOUSING, SERVICES,
AND GOVERNMENT
ORGANIZATIONS



Foundational Community Supports Model

Initial Shelter Phase – Meets basic needs, time should be short, space provides:

- Safe sleeping
- Nutritional meals
- Basic medical care
- Hygiene facilities

Intermediate Phase – Transition to higher privacy arrangement with Comprehensive Services:

- Private or Semi-private living space within shelter
- Employment Assistance
- Mental Health counseling and support
- Substance abuse treatment and recovery support
- Life skills training



Foundational Community Supports Model

Advanced Support Phase – Care Navigators and Skill Development

- Assigned care navigator for personalized guidance
- Advanced employment skills training
- Continuing education
- Ongoing services

Final Stage – Step-by-Step Transition to Permanent Housing

- Assistance in securing permanent housing
- Financial planning and budget management
- Community Integration
- Follow-up services to ensure successful transition

What is a Pallet Shelter?

Background

In August 2023, Pallet Shelter presented at the Kitsap Housing and Homelessness Coalition virtual monthly meeting which was attended by over 50 community service providers, including members of the County and Bremerton City Council. During the next month, the Pallet Shelter Everett site was toured by community leaders and Mayor Wheeler for its potential to meet the needs of Bremerton. Excerpts of the Pallet presentation are provided in the following slides to show how the Pallet model works.



Kitsap Housing and Homelessness Coalition



Pallet[™]

The Leader in Rapid-Response Shelter Villages[™]



Pallet is a Public Benefit Corporation powered by a staff with lived experience, who are paid a living wage with benefits.



PALLET SHELTER VILLAGES

**The dignity of
private space in a
healing community
environment.**



3800+

SHELTERS BUILT

111

VILLAGES BUILT

17

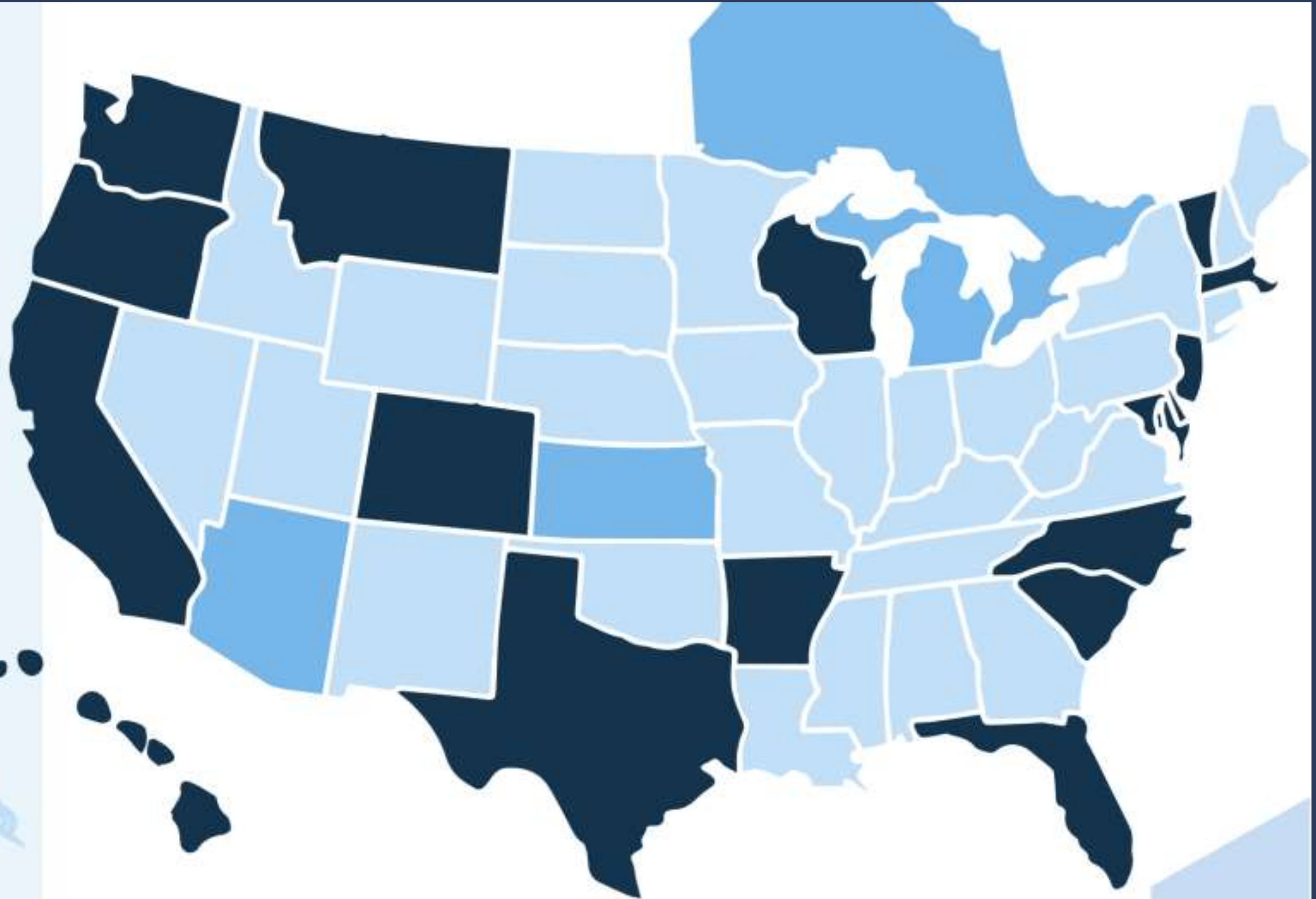
VILLAGES IN
DEVELOPMENT

21 / 85 +

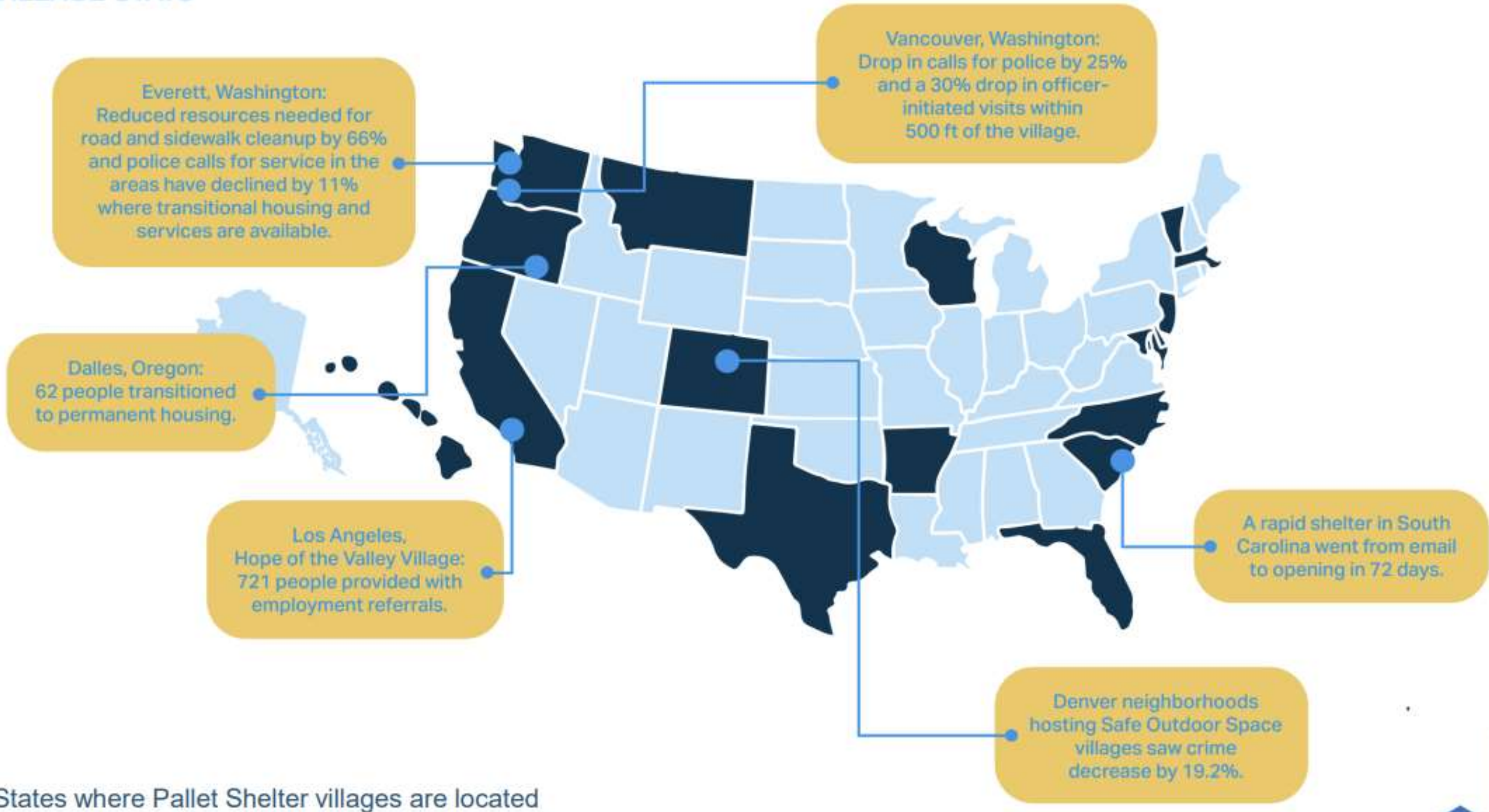
STATES CITIES

States where Pallet Shelter villages are active, and/or constructed and opening soon

States/Provinces where Pallet Shelter villages are in development



VILLAGE STATS



FROM PALLET PRESENTATION TO KITSAP HOUSING AND HOMELESSNESS COALITION - AUGUST 17, 2023



Pallet Community

Pallet fills an underrepresented gap in this continuum by providing rapid, interim shelter in a community setting. Our safe and private shelter villages are designed to offer the essential time, space, and respite for people experiencing homelessness to plan their next steps in transitioning to permanent housing. With more than 4,000 shelters deployed across the country, we have proven it a successful and cost-effective response to the human rights crisis of unsheltered homelessness.



[WATCH: EVERETT NOW PALLET SHELTER EXPANSION VIDEO](#)

[READ MORE ON EVERETT WEBSITE](#)

How do we start?

Simultaneous Process

Implement Partnership Task Force

- Form task force – City and County take lead with support from affordable housing task force and homeless and housing coalition to meet weekly
- BHA to contract with all Kitsap Shelters to provide vouchers – goal 30 to 40 beds over the next 9 months, process is already underway and includes housing navigation services
- Build centralized system to provide daily availability of shelter beds available – KCR or St Vincent de Paul
- Outreach to all service providers to establish commitment of services – BHA & KMHS
- Outreach to all foodbanks and other non-profits to provide food and essential client supplies – work with established relationships in place and build upon that

Build the Hybrid Shelter Pallet & Small Congregate

- Identify sites for purchase or lease that meet zoning requirements
- Initial community impact analysis
- Create operations and security plan including who will run the shelter
- Conduct community outreach
- Go after funding – KCR to take lead with support from affordable housing task force
- Build shelter including infrastructure (expedited permitting)
- Shelter target date to open – October 2024

Funding Resources

There are several funding resources available for a hybrid model.

Funding Source	Amount
City of Bremerton	\$2.4 Million
Kitsap County	\$1.5 Million
GAP – (Propose CIAH Funding)	\$1.5 Million
WSHFC Lap Funding	\$3 Million (for purchase of land)
FCS	TBD
WA State Dept. of Commerce	TBD



Thank You

Joe Crain
St. Vincent de Paul
joe@svdpaul.org

Monica Bernhard
Kitsap Mental Health Services
monicab@kmhs.org

Tony Ives
Kitsap Community Resources
aives@kcr.org

Jill Stanton
Bremerton Housing Authority
jstanton@bremertonhousing.org

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Bremerton, Washington, affirming the City’s commitment to working with community partners to develop a hybrid low-barrier walk-up congregate and pallet shelter.

WHEREAS, the City is facing a rise in homelessness; and

WHEREAS, chapter 9.32 of the Bremerton Municipal Code titled “Unauthorized Camping” makes it unlawful for people to camp in any park or other public place; and

WHEREAS, the U.S. Court of Appeals for the Ninth Circuit ruling in *Martin v. Boise* prohibits cities from enforcing ordinances that criminalize camping on all public property when there is no available shelter; and

WHEREAS, chapter 9.32 of the Bremerton Municipal Code titled “Unauthorized Camping” includes language that suspends enforcement of unauthorized camping in public places when there is no overnight shelter available; and

WHEREAS, without available shelter space, homeless encampments are likely to be established, resulting in unsanitary and unsafe conditions both for the encampment residents and the surrounding community; and

WHEREAS, the City desires to ensure there will be available shelter space in the future to be able to enforce the ordinance banning unauthorized camping in public places; and

WHEREAS, the City also desires to provide a pathway to permanent housing developed around individual needs, human dignity, safety and security, and a holistic approach to healing, health, and overcoming barriers to successfully live in permanent quality housing without causing further trauma through the process; and

WHEREAS, a congregate shelter is needed to provide 24/7 walk-up, low-barrier shelter space, and pallet shelters have proven to be a successful and cost-effective response to the human rights crisis of unsheltered homelessness; and

WHEREAS, a hybrid model provides the most flexibility to be able to rapidly meet current needs as well as respond to future changes in conditions regarding homelessness; and

WHEREAS, a hybrid model minimizes negative impacts on neighborhoods and maximizes positive impacts on unhoused residents; and

WHEREAS, the City values its community partners and recognizes that collaboration will result in both operational and financial stability; and

WHEREAS, a hybrid shelter in collaboration with community partners maximizes funding opportunities from local, county, state, federal, non-profit, and private sources; and

WHEREAS, several sites have already been identified that would provide sufficient space for a hybrid shelter at a cost-effective rate, along with access to nearby transportation and resources, and with minimal to no impacts on the surrounding community;

NOW THEREFORE,

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

SECTION 1. The City Council of the City of Bremerton does affirm the City’s commitment to pursuing the development of a hybrid small congregate and pallet shelter in partnership with our non-profit and public agency partners as outlined in their January 10, 2024 presentation, and in accordance with all existing budget, procurement, development, and zoning regulations, including SEPA and any other required environmental permitting.

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 _____, 2024.

JENNIFER CHAMBERLIN, Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

**Published for
December 13
Study Session**

ITEM A8 – Public Comments

From: Anthony Ives <aives@kcr.org>

Sent: Thursday, November 30, 2023 7:48 PM

Cc: Jill Stanton <JStanton@bremertonhousing.org>; Joe Crain <joe@svdpaul.org>

Subject: Other options

Dear Team,

Together, we have decided to share ideas with the Council. Over the last two months, this idea has been presented by a group of us that all have a vested interest in seeing this project succeed and assisting residents, all residents, of Kitsap County. There are always details to work out, and even there are alternatives to how this could get done. But we are confident that this is a viable approach.

We thank you for your attention and trust.

Go Seahawks!

Tony Ives
Executive Director
Kitsap Community Resources
845 8th Street
Bremerton, WA 98337
www.kcr.org

360.473.2013 (office)

Sustainable Low-Barrier Emergency Shelter Proposal



Consideration for proposal

The city has no current sustainable emergency shelter plan.

We are in the unfortunate situation where our region does not have a sustainable low-barrier emergency shelter plan in place. Until now, we have utilized stop-gap transient solutions that have proven unsustainable over the long term. Benevolent, generous organizations have stepped up to meet seasonal challenges during times of inclement weather or through the pandemic. However, we are still very much in a reactionary posture in terms of providing a sustainable and humane low barrier/rapid entry emergency shelter plan for our community. Ultimately, the goal would be to have emergency shelter options that

prepare people to move through the housing continuum leading to permanent housing.



(Recent Encampment)

Proposal

A hybrid shelter option that includes an open air pallet type low-barrier emergency shelter for longer term transitional living combined with a small congregate shelter for quick and very short-term entry into the housing continuum is a viable solution to face this current challenge while preparing us for future situations ultimately leading to permanent homes for people exiting unhoused situations.

TWO LOCATIONS

Any type of shelter over 60 beds in one location is difficult to manage and exacerbates risk to both those experiencing homelessness, staff, and surrounding communities. We are proposing two locations to decrease the overall impact to surrounding communities and increase reach to those we will serve (i.e. one on either side of our county). To further minimize impact and increase feasibility for this model, each location can be set up on as little as ½ an acre. Community outreach and community impact must be a part of the location selection process as well as the logistical necessities. Several locations have been identified for consideration.

HYBRID PALLET/QUONSET SHELTER MODEL

Pallet shelters have proven success in providing safe and secure solutions, while simultaneously upholding the highest level of dignity for those being sheltered. Each Pallet shelter is 70sqft, providing plenty of space for up to two people (if necessary).

Combined with a small (20 bed) congregate shelter Quonset hut on one of the proposed locations allows for low-barrier rapid entry for those situations that we frequently encounter. The site includes access to bathrooms, water, heat/AC, and secure amnesty boxes all within a secure perimeter fence. 24/7 security with a single entry/exit point is recommended.



COST

We have obtained cost estimates from Pallet and one 40-unit shelter area is \$1.4M including infrastructure. Quonset huts are very inexpensive and provide durability and low maintenance and are easily included in the estimate listed above. Two locations would cost approximately \$2.8M to \$3.5M based on estimates provided by PalletShelter.com (see attachment). Land acquisition, contracted security, and operational costs are not included in this estimate.

INTAKE AND CASE MANAGEMENT

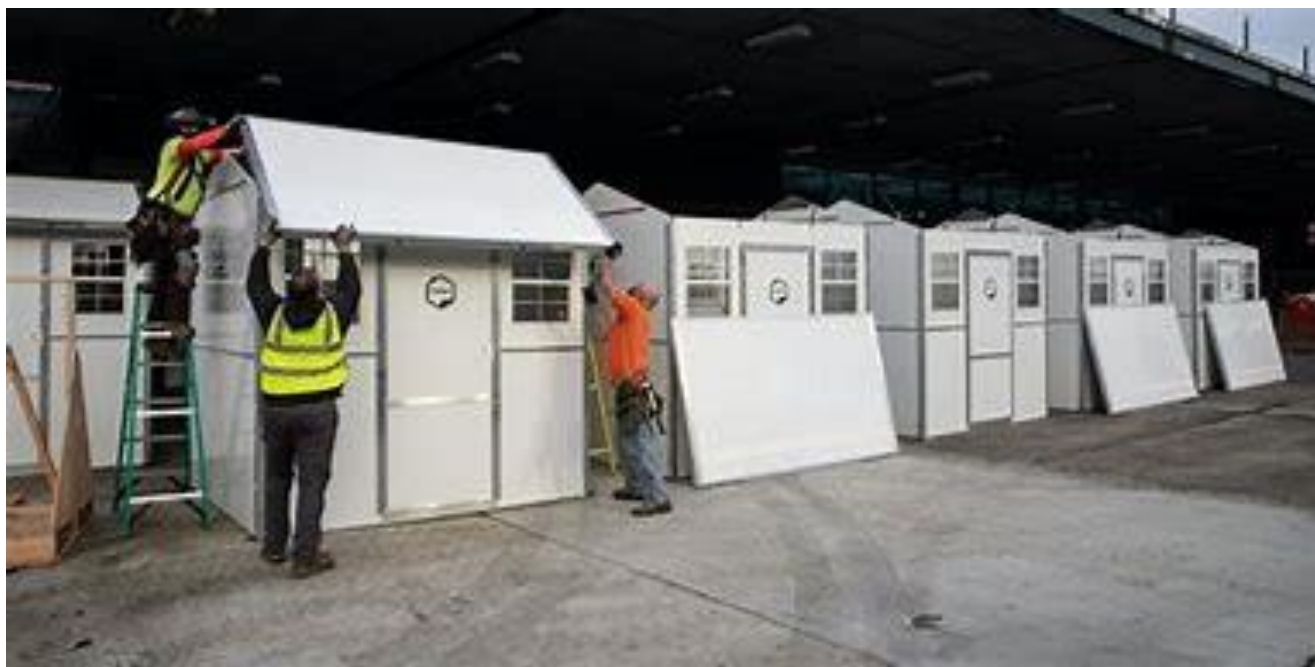
The process for access to an emergency shelter is equally as important as the physical structure itself. A holistic approach is considered here as we look to secure a housing first concept while simultaneously preparing each individual for their journey through the housing continuum with permanent and sustainable housing being the end goal. Keeping the goal in mind, each person will be assigned a case manager upon entry to determine how best to meet their unique needs. Depending on availability and time of entry, someone may enter into a Pallet shelter within the first 24hrs. If access is needed outside of typical working hours, they can be provided a safe warm bed within the Quonset hut immediately and then be assigned a Case Manager and entry into a Pallet shelter within 72hrs (for weekend entry).

Providing Case Management to each person is key to success and progress through the housing continuum. Emergency shelters are step one in a much longer journey for each individual. It is important that the expectation is set from the very beginning that this is a temporary stay where we encourage and support each person in finding more permanent solutions that we are working to create throughout our county. Through KCR and other supportive agencies such as Salvation Army and St. Vincent de Paul, collaborative efforts will be combined to find the most favorable outcomes

for each individual as they prepare their transition into permanent housing. When they are ready, opportunities for permanent housing will be provided through agencies that have subsidized housing and/or voucher rental assistance primarily our region's housing authorities.

Conclusion

This model is a sustainable solution that can be utilized well into the future through collaboration with all partners along the housing continuum. Several organizations along the housing continuum should come together to We want to ensure we are poised to meet the challenges of tomorrow while simultaneously solving this immediate need. This solution will equip our community to move away from high-risk reactionary responses and to adopt more of a proactive posture when it comes to housing the most vulnerable in our community.



(Modular, durable construction allows for ease of construction and flexible deployment.)

(Addendum 1)



info@palletshelter.com

425-322-5122

Created Date 11/8/2023

Quote Number 00001839

Company Address 1930 Merrill Creek Pkwy, Suite A
Everett, WA 98203
USA

Contact Name Jill Stanton
Email jstanton@bremertonhousing.org

Bill To Name Bremerton Housing Authority

Ship To Name Bremerton Housing Authority

Ship To Bremerton, WA 98310

Product	Sales Price	Quantity	Total Price
S2 70 SQFT Sleeper	\$15,900.00	40.00	\$636,000.00
S2 120 SQFT Sleeper	\$20,600.00	4.00	\$82,400.00
120V 1500-2750 Watt Heater	\$635.00	44.00	\$27,940.00
A/C 6,000 BTU 120V with Install Kit	\$499.00	44.00	\$21,956.00
Twin XL Bed Frame	\$150.00	40.00	\$6,000.00
Twin XL Mattress	\$350.00	40.00	\$14,000.00
Assembly Services	\$1,100.00	44.00	\$48,400.00
2 Stall Bathroom Unit (Toilet, Shower, Sink in Each)	\$44,995.00	2.00	\$89,990.00
2 Stall Accessible Bathroom Unit (1 Full Bath, 1 Admin Half Bath)	\$44,995.00	1.00	\$44,995.00

Subtotal \$971,681.00
Tax \$91,786.66
Shipping and Handling \$26,000.00
Grand Total \$1,089,467.66

Notes

An 8,000 lbs. forklift with 8 foot forks will be needed onsite for delivery at the responsibility and cost of the customer. Pallet is not responsible for site grading, leveling of shelters, staking to the ground, or electrical connections to the shelters.

Prices are in USD. All taxes are estimates and are subject to change. Shipping includes import fees and is an estimate that is subject to change.

Terms and Conditions

NOTICE: This Quote contains the preliminary non-binding terms of purchase and sale by and between Pallet PBC and the Customer listed above. This Quote does not constitute an offer to sell, and shall automatically expire sixty (60) calendar days from the date of issuance, unless terminated sooner by: (i) written notice from Pallet PBC to Customer; or (ii) upon the delivery of an SOW by Pallet PBC to Customer. All Pallet PBC materials, publications and websites are maintained as sources of general information and are not quotations or offers to sell. All clerical errors are subject to unilateral correction by Pallet PBC, in its sole discretion. Any order, written or verbal, based in any way on this Quote, shall not be binding on Pallet PBC. All orders shall be based on, and governed by, the terms and conditions of the applicable Master Product and Services Agreement Statement of Work ("SOW"), issued by Pallet PBC after a request for a purchase order from Customer. No agreement to purchase or sell products or services shall be binding upon Pallet PBC absent a written and executed SOW.

(Addendum 2)

Pallet Infrastructure Budget Estimate								
Site Specific Costs	Service	Service	# of Units	Labor Cost	Material Cost	Cost Per Unit	Total Cost	
Unit Cost		See descriptions below and wiring diagrams in folder						
	Conduit run to subpanel in each unit and hardwire connection. This is either trenched, run along the ground, overhead, or occasionally is laid within a PTL walkway between structures	120v 30 amp service for each 70/120 SQFT Unit		32	\$ 700	\$ 200	\$ 900	\$ 28,800
		240v 150amp service for each standard bathroom (200amp breaker)		1	\$ 1,000	\$ 800	\$ 1,800	\$ 1,800
		240v 90amp service for each accessible bathroom		1	\$ 1,000	\$ 800	\$ 1,800	\$ 1,800
		240v 400amp split service for each Laundry (2 200amp breakers)		1	\$ 2,000	\$ 1,600	\$ 3,600	\$ 3,600
		(3) 120v 30amp connections for each 400 SQFT Unit, 2 120v and 1 240v for 800)		1	\$ 1,500	\$ 1,000	\$ 2,500	\$ 2,500
		Water to bathrooms and laundry	See fixture value document, drawings, and installation guide.		3	\$ 6,000	\$ 2,000	\$ 8,000
	Sewer from bathrooms/laundry	See drawings, and installation guide.		3	\$ 4,000	\$ 2,000	\$ 6,000	\$ 18,000
	Installation of toilets and sinks for bathrooms	2 toilets/sinks for each bathroom (these are provided but not installed by Pallet)		2	\$ 2,000		\$ 2,000	\$ 4,000
	Purchase and installation of Washer/Dryers (4 each per laundry)	Average cost is \$8k for washer/dryers. Installation varies		1	\$ 3,200	\$ 8,000	\$ 11,200	\$ 11,200
	Anchoring	4 per structure. 200 lbs for standard, 1200 lbs for HD on each corner (Florida, Coastal SE) of downward force on each corner of each unit (see infrastructure doc for specifics). Recommend duckbill anchors		144	\$ 30	\$ 20	\$ 50	\$ 7,200
	Concrete Pad for 400 SQFT Unit	4" concrete pad (see drawing for dimensions)		1	\$ 1,500	\$ 3,000	\$ 4,500	\$ 4,500
	Concrete Pad for 800 SQFT Unit	4" concrete pad (see drawing for dimensions)		0	\$ 3,000	\$ 6,000	\$ 9,000	\$ -
	Ramps leading into bathrooms, laundry	9.5" rise, 1 per accessible bathrooms, laundry structure. Recommend widely available aluminum ramp		2	\$ 300	\$ 2,000	\$ 2,300	\$ 4,600
	Stairs leading into bathrooms	9.5" rise, 2 per standard, 1 per accessible restroom		3	\$ 100	\$ 400	\$ 500	\$ 1,500
	ADA Ramps (1 per 20 64/100SQFT Units)	Common options are adjustable aluminum ramp, concrete/asphalt pad		2	\$ 25	\$ 100	\$ 125	\$ 250
	ADA Ramps for 400s/800s	Common options are adjustable aluminum ramp, concrete/asphalt pad. 2 per structure.		2	\$ 25	\$ 100	\$ 125	\$ 250
	General Site Costs	Electrical service to site	Includes but not limited to electrical infrastructure upgrades, temp power poles, breaker boxes for site. Refer to electrical service calculator for electrical requirement estimate		\$ 46,200	\$ 50,050		\$ 96,250
Site grading (if necessary)		Site should be relatively flat, either gravel, concrete, or asphalt		\$ 30,000			\$ 30,000	
Site clearing		If necessary, removing existing structures, debris, etc		\$ 5,000			\$ 5,000	
Privacy fencing around site perimeter		Cost for fencing varies by location		\$ 3,753	\$ 8,757		\$ 12,510	
Gating for ingress/egress		2 'people' gates with panic bars, one emergency vehicle access gate		\$ 1,000	\$ 5,000		\$ 6,000	
Lighting for site		Lights along walkways and overhead if not present		\$ 6,400	\$ 6,400		\$ 12,800	
ADA Walking Paths		If site is not concrete/asphalt		\$ 1,600	\$ 960		\$ 2,560	
Basic hardscape/gravel and striping for staff and resident parking				\$ 1,500	\$ 500		\$ 2,000	
Seating, shade structures					\$ 4,800		\$ 4,800	
Pet Enclosure				\$ 500	\$ 2,000		\$ 2,500	
Forklift for delivery and assembly		Typical cost is ~\$500 per day. One day for every 10 64s, 100s, 2 days for each 400, for each 800. Labor is included in Pallet assembly services			\$ 2,240		\$ 2,240	
Trash Enclosure					\$ 7,000		\$ 7,000	
Permit fees		If required by city			\$ -	\$ -		\$ -
Total							\$ 297,660.00	

The items above represent a compilation of products and services commonly purchased and/or required in Pallet shelter villages. Every village site is unique and may involve different products and services. This list is neither comprehensive nor exhaustive; it is merely a tool to help plan for the different circumstances our customers may encounter in planning their Pallet village site.

From: Keith Stuessi <keith.stuessi@gmail.com>
Sent: Thursday, December 7, 2023 7:58 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Health Concerns with Congregate Shelter

City Council,

Please see attached letter that was published in the Kitsap Sun today.

I just want to make sure you are aware of the medical/health concerns with the proposed congregate shelters in Bremerton.

Please let me know if you have any questions.

Very Respectfully,

Dr. Keith Stuessi, CAPT (Ret), USN

Building a Congregate Shelter Endangers Bremerton's Public Health

I appreciate the coverage the Sun has provided about the proposed homeless shelter plan but I am concerned that the City of Bremerton doesn't understand the significant health issues surrounding congregate shelters.

A congregate shelter has large open spaces with bunks for sleeping. It requires people to share showers and laundry and residents must exit each morning.

People experiencing homelessness disproportionately suffer from untreated chronic medical conditions and have barriers to accessing medical care. This means they are more vulnerable to outbreaks of highly communicable diseases such as COVID-19 and Hepatitis A, especially in open spaces like congregate shelters.

Disease outbreaks don't stay within a shelter. In another Navy town, San Diego, they experienced a major outbreak of Hepatitis A in 2017 that started with the unhoused. It resulted in 592 cases and 20 deaths. San Diego is a bigger city, but Bremerton should keep these numbers in mind – an outbreak that began with the unhoused took \$12 million dollars and two years to get under control. It affected all City sidewalks, parks, libraries, and any business or service where people touched a shared resource.

Congregate shelters have become an undesirable solution due to health and safety concerns and often come with insurmountable barriers for those experiencing homelessness. A better option is multiple small pallet shelter facilities that provide a place to return each night, offer flexibility in treating health outbreaks and put the unhoused on the pathway to permanent housing.

Dr. Keith Stuessi, CAPT (Ret), USN
1434 Madrona Point Drive
Bremerton, WA 98312
(760) 331 - 7203

From: Bree Medley <bree@brandtdesigninc.com>
Sent: Friday, December 8, 2023 8:31 AM
To: City Council <City.Council@ci.bremerton.wa.us>; Anna Mockler
<Anna.Mockler@ci.bremerton.wa.us>
Subject: Bremerton's Homeless Shelter

Council members,

Thank you for the time you gave to your constituents at Wednesday night's council meeting. The issue of housing our unhoused citizens is a hugely important issue and I do hope that you will demand clear, well planned and meaningful solution of the Mayor. This is too important to be decided in a vacuum, after only one study session.

Respectfully,

Bree Medley
The Brandt Design Group
66 Bell Street, Unit #1
Seattle, WA 98121

www.brandtdesigninc.com

206.239.0850 (o)
206.595.9357 (c)

From: morashbob@netscape.net <morashbob@netscape.net>
Sent: Saturday, December 9, 2023 5:48 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Shelter for Homeless

6016 Peregrine Ct
Bremerton, WA 98312
December 9, 2023

Please see attached letter.

City Council Office

345 6th St., Suite 100
Bremerton, WA 98337

Subj: A proposal for housing the homeless

Dear City Council,

Every day I see homeless men, and occasionally homeless women wandering the streets. I see sidewalk tents and broken down RVs. I here talk of building "tiny house" communities and purchasing hotels to temporarily house these homeless individuals.

When I have spoken with them their main concern is just having a place to sleep that provides shelter from the elements.

As a career military veteran with 31 years service in both the Army and the Navy I ask, **"Has anyone on the City Council considered the establishment of military style open bay barracks to provide shelter for these homeless people?"** An average World War 2 barracks would easily hold 40 individuals, providing them with a bunk, wall locker, footlocker, toilets, sinks, and showers. These facilities would be cheaper to build and maintain than the proposed tiny homes or temporary hotels.

Having a warm place to sleep and access to basic hygiene facilities would help provide a sense of dignity which is lost when living in the squaller of tent cities. What business would hire a person who hasn't bathed in over a week?

A paid janitorial staff could be recruited from the residents of these barracks communities. A Day Laborer pick-up site could be provided. City bus pick-up points could be established.

There would still be the problems of drug abuse and mental illness to deal with. A number of other issues would need to be addressed. However, they may be easier to deal with in the barracks environment than the tent cities.

There would still be a role for some tiny homes, such as for homeless married couples, especially those with children. Yet, the barracks approach would help deal with the large volume homeless men and women.

Respectfully,

Robert C. Morash

From: Joanna Hayes <joanna.s.hayes@gmail.com>
Sent: Monday, December 11, 2023 2:08 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Congregate shelter

Hello,

I read the proposal for a congregate shelter. At this point, I am frustrated. You and the mayor have received so much input and many excellent ideas. The council spent months over the summer debating the anti-camping legislation. The community has been telling you since July that a large congregate shelter will not meet the needs of this community. The Salvation Army shelter is rarely full, and many of our neighbors are still camping because that shelter does not meet their needs.

A large congregate shelter will not be effective. People do not feel safe and secure despite the best efforts in this type of shelter. Humans need privacy and a place to call their own if they are to begin accessing resources. Safety is paramount in the recovery process, and congregate shelters rarely meet this need.

I hope that, if this is the way that you go, you at least make it a 24-hour shelter with storage for residents' belongings and the ability to house pets safely and humanely. A walk-up congregate shelter is needed, but not one so large. The goal for a shelter such as this should be a brief stay until there is a slot into either permanent housing or long-term transitional housing such as a pallet shelter, a hotel room, or other similar options. It should be a short stop along the way to stable housing. It is not an adequate long-term option.

On that note, why aren't we putting an effort into saving the Quality Inn shelter? KRM has over a 100-person waitlist, while the Salvation Army often has open beds. Removing all those beds and moving them to Port Orchard with an increase of approximately ten spaces is a horrible idea. Port Orchard generally does not feel local to people who do not have cars. That is far away. It also will only help a few additional people. It has been treated as though all of those beds are new beds, but that is not true.

In making this decision, please consider listening to your neighbors, including unhoused people and those doing their best to help them despite limited resources. There are so many excellent options. Please consider this decision carefully.

Joie Hayes
Kitsap ERACE coalition housing systems team co-chair

December 5, 2023

ER 408 Communication

By Email Only

Kylie J. Finnell, City Attorney
345 6th Street, Suite 100
Bremerton, WA 98337

Re: *City's Decision on Shelter Location Without SEPA Review*

Ms. Finnell:

Our firm represents JSP Ambrose LLC (“JSP”), who owns and operates the 216-unit Ambrose apartment complex located at 4520 through 4562 Bay Vista Boulevard (the “Ambrose Apartments”). The beneficial owners of the Ambrose Apartments also own and manage hundreds of units of market, workforce, and affordable housing in Kitsap County, and tens of thousands of units across the western United States.¹ We are writing to you on behalf of our client because of deep concerns with the process the City has used to site its new homeless shelter adjacent to Ambrose Apartments. To our understanding, the City has “decided” on a location that is known by parcel nos. 3748-001-005-0202 and/or 3748-001-007-0200 (the “Site”).² We would like to meet with you as soon as possible to discuss these concerns, which are expressed more fully below, along with potential solutions.

JSP is supportive of increasing housing options for low-income and vulnerable populations and has invested in many projects that do just this. However, the City’s process so far has been opaque, hurried, and seemingly without thorough consideration of the safety implications of siting a shelter in this location that is proximate to housing for many families and children. JSP’s offices are in downtown San Francisco, and so it has firsthand knowledge of the consequences if public safety issues are left unaddressed.

We are also troubled that the City appears to have ignored the requirements of Washington’s State Environmental Policy Act, Ch. 43.21C RCW (“SEPA”), in selecting the Site

¹ These units include the [Wellington](#) and [Cascade Ridge](#) apartment complexes in Silverdale, and is undertaking construction of [570 additional apartment units](#) in Kitsap County.

² The “Phase 1” illustration on Slide 5 of the City’s October 11, 2023 presentation appears to contemplate all or part of the City’s project being sited on APN 3748-001-007-0200. However, Slide 4 of the same presentation appears to suggest that the selected area will include both that parcel and 3748-001-005-0202. It is disappointing that the City’s public documents do not even make clear on which parcels the City’s proposed project will be located. However, this letter assumes that the City is planning to use both parcels as the Site.

without first completing environmental review. The City appears to be proceeding in a manner that not only violates SEPA, but will result in significant adverse environmental impacts. SEPA requires the City to adequately consider all such impacts as well as alternative locations for the shelter prior to proceeding any further with the proposal.

A. The City has Violated and Continues to Violate SEPA

As you know, SEPA requires all local governments to analyze potential environmental impacts of their decisions, except where a specific decision is expressly exempted by statute or rule. RCW 43.21C.030; WAC 197-11-305. Actions subject to SEPA review are defined to include any “decision on a specific project, such as a construction or management activity located in a defined geographic area,” including those projects sponsored by local governments, not just those sponsored by private applicants. WAC 197-11-704(2)(a). Further, and perhaps most importantly, such review “shall be integrated with agency activities at the earliest possible time to ensure that planning and decisions reflect environmental values, to avoid delays later in the process, and to seek potential problems.” WAC 197-11-055(1). The law requires preparation of any “threshold determination and [EIS] at the earliest possible point in the decision-making progress, when the principal features of a proposal and its environmental impacts can be reasonably identified.” *Id.* at (2).

The City not only neglected to procedurally comply with SEPA when it “selected a site for development,” it is apparently now planning to also ignore SEPA on a continuing basis in December or January when “shelter type is selected.” *See* Site Development for Emergency Shelter presentation, City Council Study Session, Oct 11, 2023. The decision about where the proposed shelter should be located is one at which the proposal’s principal features and environmental impacts can certainly be identified, and that decision therefore required SEPA review. The City has publicly identified no applicable exemption from its obligations to undertake review prior to a siting decision, and therefore must return to the siting decision to review environmental impacts as required by law. Instead, the City appears to be proceeding on a path to determine all of the details of the proposal before it considers SEPA, which is at odds with the dictate that environmental review be completed as early as possible so that it can inform the decision-making process.

SEPA also requires that the City consider alternative locations. RCW 43.21C.030(c)(iii). This requirement obligates the City to consider other sites where the shelter’s services could be provided more effectively and with fewer environmental impacts. There is no legitimate reason why the City must limit itself to properties already in City ownership, especially when such sites are few and potentially environmentally problematic. Here, the City has selected a site with substantial trees, slopes, and sensitive neighbors. But with adequate review of alternatives, the City might identify alternative sites for lease or for sale where the shelter could be developed faster, more efficiently, less controversially and more sustainably.

B. Locating the Shelter on the Site is Likely to Result in Significant Adverse Environmental Impacts

Had the City undertaken legally required SEPA review as part of its siting decision, it would have observed a number of environmental issues with the site that indicate a high likelihood of significant adverse environmental impacts. The City has cited to a 2019 report that purports to

contain a “critical areas reconnaissance and preliminary hazardous materials review,” but the report is insufficient because it is outdated, not sufficiently detailed, and does not include any analysis of one of the two parcels (Parcel 005-02) that the City has selected as part of the site. See [Critical Areas Reconnaissance and Preliminary Hazardous Materials Review](#) prepared by Struck Environmental, Inc., and dated Aug. 21, 2019 (the “2019 Report”) (analyzing only parcel no. 3748-001-007-0200 and ignoring parcel no. 3748-001-005-0202.) Without an updated critical areas analysis in particular, the City is proceeding blind as to whether critical areas exist on the heavily wooded Site.

The following environmental issues have similarly not been appropriately reviewed and must be considered before the shelter project is advanced any further:

➤ **Stormwater and Impacts on Estuarine and Marine Wetland Habitats.** At present, the Site is apparently fully permeable. However, it is not clear whether the Site will be at all permeable in the finished condition with the shelter. By analyzing alternative sites, the City could have reviewed options where the shelter would not result in net loss of permeable surface coverage. Because the City did not perform such review, nonpoint source pollution of Oyster Bay (and harm to endangered Orcas and salmon) could increase unnecessarily. See 2019 Report at 3. (“Surface water runoff from the Property generally flows downgradient . . . to an outfall in Oyster Bay.”). See Appendix A, Washington Department of Fish and Wildlife Rendering of Estuarine and Marine Wetland Habitat Downhill from the Site.

➤ **Wetlands.** The public record indicates that the “subject property includes a closed depression that could retain surface water during the wet season.” *Id.* at 4. However, City’s studies of this depression are more than four years out of date, so it is unclear how the City can still be confident that the selection of this Site will not result in harm to delicate wetland habitats or their protected buffers. The City is required to complete this analysis.

➤ **Native and Protected Trees and Vegetation.** The Site is apparently densely vegetated, and contains municipal trees that may be protected by the City’s code. However, without SEPA review, it is not clear that the unvetted selection of this Site will cause the City to violate its obligations to select “a more appropriate site for replacement . . . when possible, in as close a proximity as spacing permits,” as required by BMC 13.10.080(c)(8); to comply with all applicable tree removal regulations set forth at BMC 20.14.190; and to preserve significant trees “to the greatest extent possible,” under BMC 20.50.050.d. See Appendix B, City Graphics of Vegetated Condition.

➤ **Critical Aquifer Recharge Areas.** The City has observed that all or part of the Site falls within a Category II Critical Aquifer Recharge Area, but has not analyzed whether the selection of a different location for the City’s project may have fewer adverse impacts on the aquifer than would creating additional impervious surface on the Site.

➤ **Slopes and Geotechnical Hazards.** The record indicates that all or part of the Site contains steep slope areas designated under the City’s critical areas ordinance as “geologic areas of concern/potential erosion hazard.” The City has not addressed whether erosion hazards will be exacerbated by the shelter. Further, such conditions will almost certainly raise the costs of the City developing the project on this Site. With adequate SEPA review, the City could find a location on flatter ground, thereby focusing the City’s limited resources on providing the shelter instead of on the geotechnical study and engineering that this Site will require.

C. Conclusion

Had the City opened the site selection process to the public as contemplated by SEPA, members of the public could have reminded City officials that the City need not restrict its search to sites currently owned by the City, where more grading and environmental impacts may be required. The City could lease, buy, or partner in providing a shelter site on a location that is already graded and impervious, would not require elimination of trees and vegetation, and better serves occupants and neighbors alike. Instead, if the City does not return to siting decision in order to make this decision in a manner compliant with SEPA, it is risking both significant adverse impacts to the environment and lawsuits from aggrieved families in the neighborhood.

Beyond just the Ambrose Apartments, JSP develops and provides housing across multiple states, and is adept at project design, development and management. To assist the City in finding a solution to this issue, JSP may even be able to offer to purchase the Site from the City so that the City could fund acquisition or leasing of another, more suitable site for the shelter.

At your earliest convenience, we request a meeting (via videoconference or in person) with you, Mayor Wheeler, and any other City staff that you may feel appropriate. We support the City's goal of providing shelter to some of its most vulnerable citizens, but the City must also comply with its environmental obligations and consider public safety. We believe that a purchase of the property by JSP may provide a win-win solution that allows the City to adequately fund and efficiently construct a shelter in a location that has fewer environmental impacts and would be better for the City as a whole.

Please process this letter as a written comment submitted during administrative review of the City's Project and add JSP Ambrose LLC (care of this law firm) to your list of Parties of Record for this Project. Please also accept this correspondence as JSP Ambrose LLC's formal request for an emailed (or USPS) copy of all public notices, decisions or environmental documents that may be prepared or issued in connection with the City's Project.³

Very truly yours,

Josh Friedmann

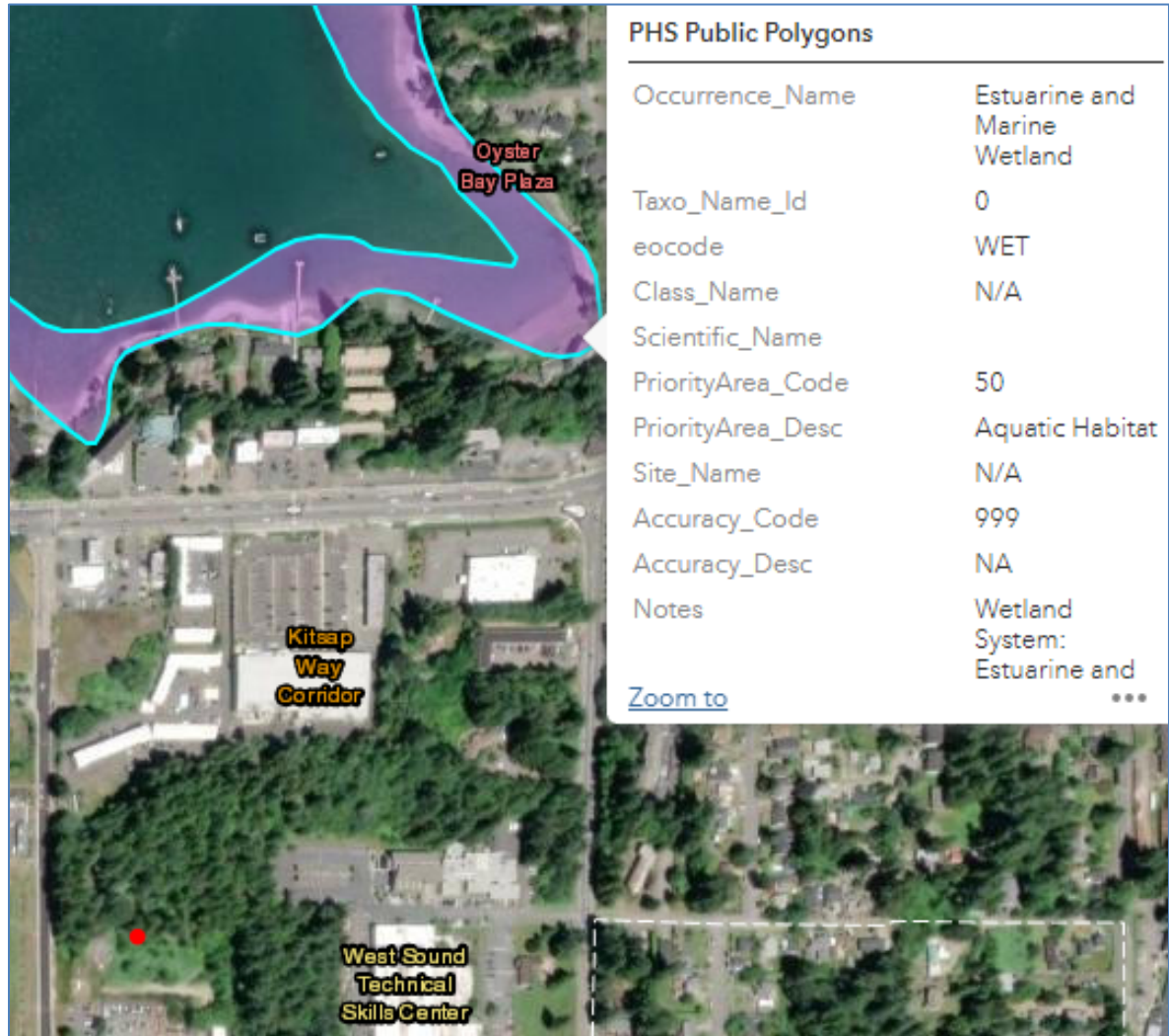
Josh Friedmann
Attorney for JSP Ambrose, LLC

Josh.friedmann@hcmp.com
(206) 470-7655

³ See, e.g., BMC 20.02.100(b)(8) and (c)(1)(v); 20.02.110(c)(1)(iii) and (f)(1)(iv); 20.02.130(b)(1)(ii); 20.02.030(g); 20.04.160; WAC 197-11-355(2)(a)(iv) and (2)(d)(ii); WAC 197-11-510(1)(g); and WAC 197-11-680(5)(b)(i).

APPENDIX A

Figure 1: Washington Department of Fish and Wildlife’s rendering of Estuarine and Marine Wetland Habitat in Oyster Bay, immediately downgradient from the Site (marked with a small red circle)



APPENDIX B

Figure 2: Depiction from the City's Oct. 11, 2023 presentation, showing the Site as partially if not fully treed.



Figure 3: The City’s depiction of the Site’s “Typical upland property conditions,” as provided by the City’s 2019 Report.



From: Dianna Loiacano <dancingwolf2003@msn.com>

Sent: Wednesday, December 13, 2023 6:04 AM

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

Subject: Homeless Encampment

I am not sure who will get this but, however I am wondering why you are choosing to grant a permit of any sort and allowing a Warehouse to be built, that would only allow those who are homeless to stay the night and then they are forced to leave in the day.

We are a first-time homeowner residing in the Bay Vista homes and like so many of my neighbors, we are trying very hard to wrap around our head's so many un-answered questions that the mayor was refusing to answer and refused to come to the meeting last night. We do understand that those who are homeless are in need during the cold. But then they will be pushed back out in the day. So much has been taken from these people who do reach out for help. We have always thought of our small-town as having the proper information that so many people who need it within our community could find. Not just throw the homeless aside like they are a pack of wolves. There are so many buildings being shut down, if not demolished that can be used for helping the homeless instead of building up apartments and condos. What happened to Bremerton and the compassion that was the reason for ships and good business? We do miss the old Bremerton. Please respond.

Dianna Loiacano

From: Jim short <jimshort@comcast.net>
Sent: Wednesday, December 13, 2023 9:19 AM
To: Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>
Subject: Oyster bay homeless camp

I urge you to try to get the council to reject mayor Wheelers proposal. Wheeler lied to us about the temporary nature and duration of moving the homeless into the motel on Kitsap way. We've all seen the zombies walking up and down the roadways including recently marine drive. Encouraging more is the same up by bay vista is beyond stupidity. "Build it and they will come " is a saying about baseball. Not about homeless camps. The enterprising people who've pulled themselves up to enjoying decent housing are about to get totally screwed by mayor wheeler. Kitsap way is the visible entrance to our once nice city. Putting a homeless facility there is so wrong. Please get the council to put a stop to this outrage

Thanks.

Jim Short - marine drive
360 731 7012
Sent from my iPhone

From: Lisa Levy <llevy@jspllc.com>
Sent: Wednesday, December 13, 2023 2:23 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: 100 Oyster Bay Ave North - Proposed Shelter

Bremerton City Council –

I wanted to send an email before your study session this evening to highlight many of the Bay Vista Communities' concerns with the location of this proposed shelter. We hosted close to 60 community members last night to have an open discussion and in case it is helpful for your reference, this is a summary of several major concerns that residents and neighbors kept bringing up:

- There were 11 potential sites identified for this shelter, why is this the best location?
 - If resources will not be provided at this location and most are located downtown, how will the unhoused population get to and from here? Public transit is very limited. Is this additional cost to expand public transit included in the proposed costs?
 - Where will they go everyday as this shelter will force them to leave every morning? To the playground across the street? To the streets not built out for this much foot traffic?
 - Ambrose apartments is located .9 miles away from the closest school. The bus picks up only for children 1+ mile away. Will the children of this neighborhood need to pass this shelter every day on their way to and from school?
 - + for the many vulnerable senior citizens living in the area, how will safety concerns be addressed? We have been told to form a Neighborhood Watch as the Police are unstaffed and cannot help us here
- The company that builds these types of shelters has never done so in a residential neighborhood like Bay Vista
- The Salvation Army is currently open thru Q1/Q2 of 2024 and are **willing to stay open** if they receive the funding. This site is already built out and has 75 available beds but has never been full. This site is arguably much easier to access and much closer to all existing local resources and aid. Why did the Salvation Army not receive additional funding?
 - If the 75-bed existing shelter is not at capacity, why is there a proposal to build a 200+ bed shelter in a location with potential environmental concerns?
- Rock the Block has helped house 36+ individuals seeking assistance. They have requested additional funding and were denied. Why?
- Between Rock the Block, the Bremerton Housing Authority and the Salvation Army – their level of expertise on housing the unhoused population is far superior, so the community and its leadership should be asking the professionals about where a project like this should be sited

Thank you,

Lisa Levy
Asset Manager
Jackson Square Properties
[655 Montgomery Street, Suite 1700](https://www.jspplc.com)
[San Francisco, CA 94111](https://www.jspplc.com)
Office: 415-273-2161
Cell: 650-303-6442

From: Brittany Mellegard <bmellegard@msn.com>
Sent: Wednesday, December 13, 2023 4:00 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Community meeting 12/12 with Mayor Wheeler

Greetings City Council,

As you are aware, there is a proposal from Mayor Wheeler to build a sprung structure/homeless shelter in the Bay Vista neighborhood on Oyster Ave, which is currently slated to be voted on during the 12/20/23 city council meeting.

I feel it is important to highlight that Mayor Wheeler and Chief of Police Tom Wolfe had an agreement with the Ambrose apartments to have a community meeting on 12/12 at 5pm and a Q&A to which neither showed up last night.

It's already quite insulting that the neighborhood was not involved or communicated with regarding this project, but then to not show up to a planned meeting to address everyone's questions and concerns is not only discourteous but also extremely disrespectful to everyone's time. Many people waited for well over an hour.

As a neighborhood we already have concerns about this project, but then to be blatantly blown off by the mayor and the police chief only increases these concerns and further strains the relationship. We are frustrated by this incident and the lack of transparency from the mayor on this project overall.

I added a picture of the flyer below documenting their agreement with the Ambrose apartments to hold a community meeting at 5 pm on 12/12.

Thank you for your time.

Respectfully,

Brittany Mellegard
A resident of Bay Vista



**Bremerton proposed homeless shelter –
Meet with Mayor Greg Wheeler and Chief
of Police Tom Wolfe**

We will be hosting a community meeting with Mayor Wheeler and
Chief of Police Tom Wolfe on **Tuesday 12/12/23 at 5PM** at
Ambrose Apartments Clubhouse/Leasing Center

(4520 Bay Vista Blvd, Bremerton)

Let your voice be heard! This will be an open forum. We invite
everyone to attend and provide feedback on our community and our
community's needs/safety.

Please visit our website for more information and future updates:

<https://bayvistacommunitycoalition.godaddysites.com/>

OR please use the QR Code:



**Published for
January 10
Study Session**

ITEM C11 – Public Comments

From: Benjamin Simons <benjamin@palletshelter.com>
Sent: Tuesday, January 9, 2024 4:18 PM
To: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Cc: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Subject: RE: Hello from Pallet

Hi Jeff – I've created a folder for you with some more info about Pallet and some third party case studies and news articles – [City of Bremerton, WA | Pallet](#). Feel free to present any of those documents or send the folder out to whomever you think might be interested. It provides a lot of insight into our mission, why we build our shelters, and the impact that other communities have seen.

Pallet is a Public Benefit Company based in Everett, WA with two missions – 1. Provide living wage employment opportunities to people with lived experience in homelessness, the criminal justice system, and substance abuse disorders and 2. End unsheltered homelessness. Our new line of shelter – S2, is the culmination of 7 years' experience building more than 120 shelter communities across the nation. By listening to our employees with lived experience and the residents living in our shelters, we have designed and released a product that lasts longer, is safer, more comfortable, and more energy efficient than our original line.

Pallet is not the final solution to homelessness, but it does achieve an incredibly important goal – providing our unsheltered neighbors with a safe and stable environment where they can get a good night's sleep, lock their belongings, and ultimately work with a dedicated onsite service provider to end the cycle of homelessness and transition to permanent housing. The key difference between a Pallet community and a congregate community is this insistence on dignity and privacy. Without those benefits, we will see the same results from offering shelter as we've seen for the past decades – a continued cycle of homelessness and poverty.

Pallet is constantly balancing the sometimes competing priorities of dignity and speed. Homelessness is a national crisis, and it requires an expedient response, but building a shelter that people won't accept, just to have enough beds to enforce anticamping laws is counterproductive. Success means heads in beds and people moving into housing. To help our partners focus on that priority, we have designed a set of Dignity Standards (link in the folder), that sets a roadmap to success for communities who are adopting the individual shelter model. When our partners adopt these standards, they consistently see metrics like decreased crime in the area, decreased encampments, and increases in folks finding employment and housing (see link for case studies and impact reports).

When it comes to speed, we cannot be matched. We strive to maintain an inventory of 100 shelters and the required bathrooms, laundry, and community spaces at all times. Our manufacturing facility in Everett can produce up to 20 additional shelters each day and each shelter is assembled onsite in about an hour by our Deployment Teams. Infrastructure requirements are as basic as flat ground and utility connections. Recently, we received an email from the City of Everett, WA about an emergency they were having at a converted hotel. Before the day was out, we had product lined up and ready to ship out the door. The deployment happened the day after, and folks were provided a safe place to stay without a night on the streets.

As a local, WA company. We would be honored to be part of the solution to unsheltered homelessness in Bremerton. Thank you for your consideration.



Benjamin Simons

Sr. Manager, Technical Implementation

he/him | 425.595.4544 | www.palletshelter.com

We envision a world where no one goes unsheltered

From: City of Bremerton <webmaster@ci.bremerton.wa.us>

Sent: Friday, December 29, 2023 7:38 PM

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

Subject: Message from Mayor Wheeler



BREMERTON WASHINGTON



Message from Mayor Wheeler

On January 17, the City Council will consider my proposal to construct a low-barrier, walk-up homeless shelter on an enclosed campus off Kitsap Way that will operate year-round. I have two goals that will be achieved with my proposal; first, to provide our homeless community members with a safe, warm, dry and comfortable place to stay out of the elements, and second, to ensure that the unrestricted camping that occurred in our neighborhoods this past summer never happens again. To be clear, our laws that restrict camping in the City can only be enforced when there is sufficient shelter space available for those who request it, and my proposal for a low-barrier, walk-up shelter is the only option currently being considered that will provide that.

After my proposal was initially presented to the City Council in October, two nonprofits and a public agency jointly submitted a proposal to the City Council for Pallet transitional housing and other spaces at two different locations. Their approach, while a valuable part of a holistic vision for responding to homelessness, will not address illegal camping in Bremerton's neighborhoods since Pallet homes will fill quickly, and there will not be sufficient shelter for those who request it. Again, if shelter space is not available for those who seek it, the City cannot enforce its laws that preclude camping, and homeless people will again be allowed to establish encampments throughout the City.

I encourage you to attend both the Study Session on January 10, and the City Council meeting on January 17 where my proposal, and also likely the alternative proposal will be considered by the City Council. Homelessness is a complex issue that will not be solved anytime soon; however, I firmly believe that my proposal delivers a balanced, compassionate path forward to provide a safe place for vulnerable people seeking shelter from the elements, while simultaneously allowing the City to enforce our laws and protect our neighborhoods. Please see my letter below that provides additional detail on why I believe my proposal is the only option currently identified that will effectively address the impacts of homelessness on our City.

Letter from Mayor Wheeler: Two Proposals to Address Homelessness Going to City Council; Council Will Decide Which Option to Choose on January 17

A very important policy decision is being made by the City Council next month on January 17 about how to best address homelessness, and this decision will greatly impact Bremerton. On the surface, the Council will be deciding between two options to address homelessness, and while these options may seem comparable, they are not. The policy implications, and ultimate ability of the City to enforce its laws, will be very different depending on which option Council chooses.

The Two Proposals: A Brief Summary

1. **City of Bremerton's Proposal** - I have made a proposal to the City Council to construct an enclosed campus for a 100-person capacity, low-barrier walk-up congregate shelter ([Sprung](#) structure) to be located off Kitsap Way, on property owned by the City. The property this facility will be constructed on was purchased for Public Works purposes, and since the shelter is not intended to be permanent, both the site grading and proposed Sprung structure are forward-compatible with that long-term use. You can learn more about my proposal at the [City's Public Works & Utilities Department Project Website](#).
2. **Non-profits & Public Agency Proposal** - A proposal by the leaders of the Bremerton Housing Authority, St. Vincent de Paul, and Kitsap Community Resources was presented to the City Council to construct a combination of transitional housing and congregate shelter space at two locations. One site is off Wheaton Way at Mills Crossing that consists of 40 [Pallet](#) structures for transitional housing and a 20-person capacity congregate shelter, and another 40 Pallet structures of transitional housing at another location. You can learn about this proposal by looking at pages 706 – 712 of the [December 13th City Council Study Session meeting packet](#). Note that the Wheaton Way location was not identified in the proposal but was forwarded to City and County leaders separately.

Key Considerations in Evaluating these Two Options Include:

Homelessness is a complex issue with many causes. The City of Bremerton is already supporting many efforts aimed at helping people who are experiencing or at risk of homelessness. You can read about some of them in the [Mayor's 2023 Initiatives](#) and my [Affordable Housing Initiatives for 2023](#). However, homelessness impacts the entire community, not just the people who are experiencing homelessness. There is a criminal element that thrives in homeless encampments, negatively impacting neighborhoods, business districts and vulnerable populations. This drains City resources and degrades City amenities and public spaces. The Salvation Army has reported that many people who use their walk-up, low-barrier shelter are eager to be out of the elements and away from the criminals who prey upon them.

There is an unauthorized camping ordinance -- but it is not enforceable in the City when there is a lack of available shelter. The City Council passed an ordinance this

September that made camping on public property in the City illegal, but suspended enforcement of the ordinance when there is no overnight shelter space available ([Bremerton Municipal Code 9.32 Unauthorized Camping](#)). There was record setting public input when this ordinance was discussed, and the community consensus was clear - [Bremertonians do not want unregulated encampments anywhere in the City.](#)

A timeline on the development of the City Council's unauthorized camping ordinance and the efforts of my administration to enforce the ordinance is available for download [here](#).

No year-round, low-barrier walk-up shelter currently exists to fill the gap in our City.

- A walk-up low-barrier shelter provides a safe, dry, and climate-controlled place for people to go, and has a proven record of providing needed available shelter space.
- The Salvation Army is the only walk-up low-barrier shelter in Bremerton, and it is only open 5-6 months each year. This means the City's no-camping ordinance can only be enforced 5-6 months a year.
- The Salvation Army was never designed to primarily function as a shelter. When operating as a shelter, furniture is moved aside, and people sleep on mats on the floor in hallways, offices, common areas, and other available space.
- Since re-opening its shelter on November 1, the Salvation Army has housed an average of 60 people each night, with a high of 77 people. Note that a 100-person capacity shelter would meet this existing need year-round, with additional capacity.

A year-round, low-barrier walk-up shelter fills a need for individuals and families.

- My proposal for Sprung shelters provides flexible interior space that can be modified depending on the need. As an example, separate space for families and other more vulnerable users may be accommodated through thoughtful design. Sleeping areas may include barracks-style bunks as well as spaces that provide more privacy. The shelter can also include office space for wrap around services by non-profits and other service providers. The design for my proposal will be developed by a professional with shelter design experience, in consultation with input from shelter operators and people with experience living in shelters.

Pallet transitional housing tends to fill 'within days of opening'

The second option being proposed is for pallet transitional housing and has been submitted by the leaders of the Bremerton Housing Authority, St. Vincent de Paul, and Kitsap Community Resources, which will be considered by City Council on January 17.

- Transitional housing like a proposed Pallet structure provides privacy, utilities, a locking door, and space for belongings. Transitional housing is in high demand.
- As of December 22, there were 240 people (including some families) on Kitsap County's waiting list for those in need of housing.
- The company that provides Pallet structures states on its website for its homeless housing that, "[...every shelter community that Pallet has built](#)

has been filled within days of opening, and continues to operate at maximum capacity..."

The Pallet structure proposal presented in the December 13, 2023 City Council packet will likely be filled immediately leaving Bremerton with no overnight shelter available.

City Council Will Decide on Which Option to Choose on January 17

On January 17, the Council will decide whether the City should choose: (1) to adopt my shelter proposal and protect the City's neighborhoods, business districts and vulnerable population from the impacts of unauthorized camping while providing our homeless community members a safe, warm and dry place to walk up and stay overnight, or (2) the Pallet structures option which prioritizes "longer term transitional living"¹ and "...assisting residents, all residents, of Kitsap County."²

My obligation as Mayor is to serve Bremerton. I am asking the Council to approve my proposal for a shelter option because it is the best option for Bremerton.

The City's Charter at Article IV, Section 19 states the Mayor "(s)hall see that all laws and ordinances are faithfully enforced and that law and order are maintained in the City." I heard loud and clear in the unprecedented amount of public input received just a few months ago that the people of Bremerton expect the Unauthorized Camping ordinance to be enforced. I cannot enforce the City's prohibition on public camping unless there is shelter space available. My proposal is the only option that effectively addresses the impacts of homelessness on our City; both for the benefit of the most vulnerable in our community, as well as for our neighborhoods and business districts.

To find details on the upcoming City Council Study Session on January 10 and public meeting on January 17, please look for information to be posted a few days before each meeting here: <https://www.bremertonwa.gov/691/Council-Meetings>.

¹ Council Study Session Packet December 13, 2023, page 708

² Council Study Session Packet December 13, 2023, page 706

City of Bremerton | www.BremertonWA.gov

STAY CONNECTED



City of Bremerton | 345 6th Street, Suite 100, Bremerton, WA 98337

Sent by webmaster@ci.bremerton.wa.us powered by





Dr. Jeff Coughlin

City Council President

January 2, 2023

The Council has received separate proposals for creating needed shelter space from the Mayor and from a group of nonprofit and public agency leaders. Late last week the Mayor used the City's e-mail and social media to send out a letter urging Citizens and the City Council to support his shelter proposal, and reject the proposals of our nonprofit and public agency partners (www.bremertonwa.gov/civicalerts.aspx?AID=835). I want to clear up some misinformation that was in the Mayor's letter and attached timeline document, and provide additional information, to make sure folks are fully informed on this difficult and urgent topic before us. And to understand why it is critical the Council both have and thoroughly review and consider all proposals brought to us.

Starting a few years back, after the Ninth Circuit ruling *Martin v. Boise* in 2018, the city could only enforce its 2004-era law on unauthorized camping when shelter space was available, and the city operated this way for several years. After the Ninth Circuit ruling of *Johnson v. City of Grants Pass* in late 2022, the city needed to formally update its public camping law, and so the Council set that as a priority and goal for 2023.

In our form of government, nearly all legislation starts with a proposal from the Mayor and their administration — construction projects, new or updated laws, budgets, etc. — as the full-time Mayor and the hundreds of full-time city personnel under them have the time and experience to craft comprehensive proposals to present to the seven part-time Councilmembers for thorough review, vetting, input, and ultimately a vote. One the main duties assigned to the Mayor in our City Charter is that they “shall report to Council...concerning the affairs of the City and its financial and other needs, and shall make recommendations for Council consideration and action.”

By June 2023 the Mayor had not brought forth any proposal to update our camping law. The Council thus had to work over many months to get public feedback and explore all the options, with no input given by the Mayor until the week before Council was ready to vote. On September 20, 2023, Council passed an updated camping law, but despite even incorporating two last-minute changes requested by the Mayor, the Mayor declined to sign the updated law, and has not brought forth any alternative.

The updated law (in effect despite no mayoral signature) is in-line with other cities' updated laws across the Peninsula and the State to reflect the Ninth Circuit ruling's requirements. There is already no camping allowed in environmental, hazardous, or restricted areas, and no camping is allowed overnight in City Parks, regardless of shelter space availability. Prohibition of camping in other public areas like right-of-way along streets and on open city-owned land can be enforced when there is available shelter in the city or anywhere in the county if free transportation is provided.

The Mayor said in the Dec. 13th Council meeting regarding shelter creation, “This was dumped on me.” However, all throughout 2023 the Mayor has publicly stated he has been leading the exploration of shelter solutions and working with community partners, even touting trips to visit Pallet Shelter facilities, and responding to nearly every community suggestion that it was something he was already working on. The Council allocated significant city funding the FY2024 budget towards either creating shelter or working with our community partners to operate a shelter in the city, or the county if transportation is also provided.

A thorough proposal for a shelter should include the following, and ideally multiple proposals should be considered to find the best method to achieve results within budget.

- Where: Where is the proposed site, how big is it, and what is nearby?
- What: What form of shelter(s) and services will be provided?
- Who: Who is operating the shelter and managing the day-to-day activities?
- When: When will the shelter open, and how fast can it respond to changes in needs?
- How Many: How many folks can the shelter hold, and how many is needed for Bremerton?
- How Much: What are the initial and long-term costs, and where is the funding coming from?

While the Mayor did present where and what (Oyster Bay with a single congregate building) in late October to Council, no other options were presented, and the questions of who, when, how many, and how much remained. Those details were not presented until the last Council Study Session of the year on December 13, with some still not clear, and most notably that no operator is yet identified and the Mayor’s proposal does not have the shelter opening until the end of 2024, with no current plan to ensure shelter availability over the Summer of 2024. The time and cost of clearing, leveling, and providing utilities to an undeveloped parcel of land, and construction of a new congregate building, is significant when compared to other possibilities of using existing buildings or facilities. Additionally, community leaders have raised significant concerns about solely relying on a congregate model and not one that provides multiple shelter types and a continuum of care. If a community-led hybrid model (low barrier congregate shelter plus pallets or other types) can satisfy the needs of our city and its residents, allow for continuous enforcement of the camping ordinance, and be accomplished faster and/or cheaper, it is Council’s duty to thoroughly explore and consider it.

I have said repeatedly regarding this work that “Bremerton can take the lead, but we can’t do it alone”. Working together with the nonprofit and public agency leaders who have expertise in this field — not excluding them or pitting one idea against another — is the way to make the most efficient use of our limited tax dollars to both ensure there are no unregulated encampments in our city and that folks experiencing homelessness get meaningful help to not just end up back on the streets. My promise is to work with everyone on all the possible combinations of where, what, who, when, how many, and how much to choose the best path forward for Bremerton and its residents.

Thanks for Speaking Up,



Jeff Coughlin, PhD, PMP®
President, Bremerton City Council

From: Michelle Fleetwood <m_fleetwood@yahoo.com>

Sent: Saturday, December 30, 2023 10:50 PM

To: anton@nwhospitality.org; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>

Cc: City Council <City.Council@ci.bremerton.wa.us>; kitsapcommissioners@kitsap.gov; Charlotte Garrido <cgarrido@kitsap.gov>; Katie Walters <kwalters@kitsap.gov>; dawnmichelewilson@gmail.com; Bailey Tupai <bailey2pai@gmail.com>; Marwan Cameron <gather2grow@g2g2.org>; Drayton Jackson-FHPM <DJackson@HomelessPovertyManagement.org>; Kelsey Stedman <kelsey.e.stedman@gmail.com>; kim siebens <kimmysiebens@yahoo.com>; kuyehara@gannett.com; david.nelson@kitsapsun.com; Kristal I. Thomas <Kristal.Thomas@ExpressPros.com>; Donel Steves <donel@through-linecoaching.com>; Anthony Ives <aives@kcr.org>; Jill Stanton <jstanton@bremertonhousing.org>

Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

These are some heavy duty discussions.

Long over due...

I respect you all.

Tap us in Coach.

Michelle Fleetwood
Eagle's Wings
Coordinated Care
Co-founder -Director
360.801.7039 call/text

[Sent from Yahoo Mail on Android](#)

On Sat, Dec 30, 2023 at 8:59 PM, Anton Preisinger

<anton@nwhospitality.org> wrote:

"A shining example".....

You are doing exactly what has failed EVERYWHERE else in the entire country. Look after the people first. Then, and ONLY then, will you be any kind of example to look towards. Your unconstitutional ordinance and treatment of our most vulnerable community members betrays your true beliefs and feelings. Keep you platitudes.

Anton Preisinger
Founding Executive Director
Northwest Hospitality
888-222-5240
www.nwhospitality.org



----- Original message -----

From: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>

To: Anton Preisinger <anton@nwhospitality.org>

Cc: City Council <City.Council@ci.bremerton.wa.us>, "kitsapcommissioners@kitsap.gov" <kitsapcommissioners@kitsap.gov>, Charlotte Garrido <cgarrido@kitsap.gov>, "kwalters@kitsap.gov" <kwalters@kitsap.gov>, Michelle Fleetwood <m_fleetwood@yahoo.com>, "dawnmichelewilson@gmail.com" <dawnmichelewilson@gmail.com>, Bailey Tupai <bailey2pai@gmail.com>, Marwan Cameron <gather2grow@g2g2.org>, Drayton Jackson-FHPM <DJackson@HomelessPovertyManagement.org>, Kelsey Stedman <kelsey.e.stedman@gmail.com>, kim siebens <kimmysiebens@yahoo.com>, "kuyehara@gannett.com" <kuyehara@gannett.com>, "david.nelson@kitsapsun.com" <david.nelson@kitsapsun.com>, "Kristal I. Thomas" <Kristal.Thomas@ExpressPros.com>, Donel Steves <donel@through-linecoaching.com>, Anthony Ives <aives@kcr.org>, Jill Stanton <jstanton@bremertonhousing.org>

Subject: RE: My Proposal to Construct a Homeless Shelter in Bremerton

Date: Saturday, December 30, 2023 8:33 PM

Dear Anton,

Thank you for your email. I appreciate you taking the time to share your thoughts with me. One of my main takeaways from the hundreds of individuals who testified over the summer from all over Bremerton was that no one wanted camping anywhere in the city. I took that message to heart when developing my proposal and fully believe it offers the only path forward that will keep our neighborhoods safe and offer support for those who will accept it. While pallet homes may be a valuable part of a holistic vision for responding to homelessness, my proposal for a homeless shelter directly addresses an imminent need; that our city no longer has a year around, low barrier, walk-up shelter. This directly affects our ability to enforce the new anti-camping ordinance, protect our neighborhoods and shelter unhoused individuals at the same time. I believe we have the opportunity to be a shining example of how best to manage this difficult situation. I have no doubt that a pallet community would fill up quickly leaving us with no shelter capacity and a return to the unregulated camping in our city that our neighborhoods and homeless individuals suffered from this summer. I am committed to ensuring that never happens again. Experienced shelter operators and individuals with real life experience living in shelters will be enlisted to help with design and operations development once I have approval to move forward. Take care and Happy New Year.

Sincerely,

Greg Wheeler

Mayor
City of Bremerton
(360) 473-5266

From: Anton Preisinger <anton@nwhospitality.org>
Sent: Saturday, December 30, 2023 7:42 PM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Cc: City Council <City.Council@ci.bremerton.wa.us>; kitsapcommissioners@kitsap.gov; Charlotte Garrido <cgarrido@kitsap.gov>; kwalters@kitsap.gov; Michelle Fleetwood <m_fleetwood@yahoo.com>; dawnmichelewilson@gmail.com; Bailey Tupai <bailey2pai@gmail.com>; Marwan Cameron <gather2grow@g2g2.org>; Drayton Jackson-FHPM <DJackson@HomelessPovertyManagement.org>; Kelsey Stedman <kelsey.e.stedman@gmail.com>; kim siebens <kimmysiebens@yahoo.com>; kuyehara@gannett.com; david.nelson@kitsapsun.com; Kristal I. Thomas <Kristal.Thomas@ExpressPros.com>; Donel Steves <donel@through-linecoaching.com>; Anthony Ives <aives@kcr.org>; Jill Stanton <jstanton@bremertonhousing.org>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

The only way to avoid the unrestricted camping that occurred in our neighborhoods this past summer and is still rampant in the face of inadequate resources and housing is to actually provide people with the housing and resources they need to be secure. Homelessness is a very complex problem, we agree about that if nothing else, but the solutions need not be.

You acknowledge that pallet housing would be both valuable and holistic and you recognize that the housing would be utilized by people in need (they would "fill quickly") but these are negative outcomes in your perspective because the camping ordinance that hurts vulnerable community members, displaces people away from services, damages public relations with law enforcement, makes outreach and resource provision harder, and spreads the impacts of people living unsheltered throughout more of the city won't be enforceable. Somehow, you still fail to see that these are the very tools our community needs to provide a path into housing and services that people need so they aren't out there looking to camp in the city in the first place.

This conversation and your study sessions are a waste of everybody's time. You do not care and will not listen/have not cared and have not listened. We have examples of successful service networks as close as Tacoma but you refuse to use those as models. You pat yourself on the back for clearing MLK while my colleagues and I are still working with most of the people who were displaced from there or mourning their deaths.

If you actually cared, you would be having Rock The Block leaders (myself last among them, for the record) present, inform, and guide the city's actions, not do all the humanitarian work behind the scenes while you do your political dance. Instead, you want to waste more of our time watching and listening to city leadership blindly blow smoke and explore excuses for why the obvious solutions can't be pursued.

Your arrogance is so profound that you're putting up a proposal in opposition to the Bremerton Housing Authority, St. Vincent's, and Kitsap Community Resources - the very experienced professionals you should be consulting, not contending with. This inept leadership demonstrates clearly that your goals are different, and in conflict with, the goals of the people and organizations who have the interest of our homeless community members and the overall health of our city and county foremost in mind.

We absolutely need the shelter you are proposing but standing alone there is no question that it will fail to actually serve the vast majority of our most vulnerable. Of course, you'll still be pleased because you'll get to keep arresting, displacing, and otherwise abusing people who don't fit into your cookie-cutter shelter for any number of valid reasons you don't care to take the time to understand. The region ALSO needs sanctioned open-air encampment(s), AND pallet shelter solutions, AND the KRM Quality Inn shelter to operate as a part of a cohesive network of viable shelter and housing services with associated resources. Without multiple options, you will be ostracizing sick people, forcing them into unsafe situations, dooming them to further inequity and death while simultaneously dooming the communities you are responsible for to a whack-a-mole torment that will never solve anything because you refuse to provide adequate resources.

Those of us who know our unhoused community members personally and work immensely hard to show them compassion and connect them with resources would much rather work with you but you haven't seemed remotely interested in anything we have to do or say. Be that as it is, I'll be there with the rest of Rock The Block and others to sift through your wreckage, trying to be present for the lives dismissed in the aftermath of your careless policies.

Anton Preisinger
Founding Executive Director
Northwest Hospitality
888-222-5240

www.nwhospitality.org



From: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Sent: Saturday, December 30, 2023 2:57 PM
To: Travis Merrigan <bikebremerton@gmail.com>
Cc: City Council <City.Council@ci.bremerton.wa.us>
Subject: RE: Build both: My Proposal to Construct a Homeless Shelter in Bremerton

Dear Travis,

Thank you for your email. I really appreciate you taking the time to share your thoughts with me. One of my main takeaways from the hundreds of individuals who testified over the summer from all over Bremerton was that no one wanted camping anywhere in the city. I took that message to heart when developing my proposal and fully believe it offers the only path forward that will keep our neighborhoods safe and offer support for those who will accept it. While pallet homes may be valuable part of a holistic vision for responding to homelessness, my proposal for a homeless shelter addresses an imminent need; that our city no longer has a year around, low barrier, walk-up shelter. This directly affects our ability to enforce the new anti-camping ordinance and shelter individuals at the same time. I believe we have the opportunity to be a shining example of how best to manage this difficult situation. Take care and Happy New Year.

Sincerely,

Greg Wheeler
Mayor
City of Bremerton
(360) 473-5266

From: Travis Merrigan <bikebremerton@gmail.com>
Sent: Friday, December 29, 2023 11:22 PM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Cc: City Council <City.Council@ci.bremerton.wa.us>
Subject: Build both: My Proposal to Construct a Homeless Shelter in Bremerton

Mayor Wheeler,

I applaud you for making your case to the public for the need to build infrastructure for our homeless neighbors.

I'm a supporter of both the Oyster Bay facility and the pallet community. Both serve particular needs. Let's build both (maybe not immediately, but as funds allow).

Then when those are done, let's build one in my neighborhood 15th & Naval. I have a city owned spot picked out that would be great, an unused corner of Ivy Green Cemetery (I consulted the cemetery residents, none of them voiced concern.)

Let's approve multiple options so no one neighborhood feels singled out. Let's build all of the above.

Travis Merrigan

From: randall buchanan <randallbuchanan@hotmail.com>

Sent: Wednesday, January 3, 2024 2:34 PM

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

Subject: Oyster Bay Homeless Shelter

The mayor is proposing spending millions of taxpayer's money on a homeless shelter on Oyster Bay Ave that is bound to fail. Putting the homeless in a large facility seems to always fail, and is not a permanent solution. Greg Wheeler states that the Oyster Bay facility is "not a permanent site". Seattle, Burien, and other cities know this all too well and seem to be moving in the direction of tiny houses. I was watching a news story on how the concept of tiny houses work. Greg Wheeler states that tiny houses would 'fill up quickly". The mayor is not interested in ideas that work, or learning from other people's mistakes, but instead he wants to spend millions of taxpayer's money on a failed concept.

Sincerely, Randall Buchanan Resident Bremerton

From: jamie belcher <jamiedrubelcher5@gmail.com>

Sent: Tuesday, January 2, 2024 6:21 PM

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

Subject: For:Jeff Coughlin,PhD, PMP President, Bremerton City Council RE: Oyster Ave. considered site for shelter

Just read your words that were shared on our Bay Vista Neighborhood site.

Thank you for your intelligent and informed post.

I urge you to please not choose this Oyster Ave. site for a homeless shelter where I will be walking my dog and playing with the grandchildren at the playground across the street.

I moved here from The Long Beach Peninsula and bought a new home on Bay Vista Blvd., in what I thought was a safe environment. I'm a retired teacher with a masters degree. There must be a better solution.

Thank you for caring and understanding this issue. I appreciate you and your commitment to work with everyone.

Please help us protect our grandchildren and seniors.

Jamie Dru Belcher

From: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Sent: Sunday, December 31, 2023 5:27 PM
To: Mary Lou Long <maryloulong2515@gmail.com>
Cc: City Council <City.Council@ci.bremerton.wa.us>; Katie Ketterer <Katie.Ketterer@ci.bremerton.wa.us>; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; Kylie Finnell <Kylie.Finnell@ci.bremerton.wa.us>
Subject: RE: My Proposal to Construct a Homeless Shelter in Bremerton

Good evening Mary Lou,

Thank you for your email. I appreciate you bringing your comments, questions, and concerns to my attention. A link to the project website that was imbedded in the below letter will answer many questions about site selection for a year around, low barrier, walk-up shelter. The Salvation Army is currently operating a winter homeless shelter. Take care and Happy New Year.

Sincerely,

Greg Wheeler
Mayor
City of Bremerton
(360) 473-5266

From: Mary Lou Long <maryloulong2515@gmail.com>
Sent: Sunday, December 31, 2023 11:58 AM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

I plan to attend. I am curious as to whether or not the mayor and the Council have considered the concept of renting for the severe weather months a warehouse or existing building to shelter those who have not been housed otherwise? Would it not be more economical to rent for these few months an existing shelter with restrooms and showers and a laundry facility? The retrofitting of the amenities would cost less than building an entire building. I would like to have an answer to why this option has not been offered or explored to date.

From: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Sent: Sunday, December 31, 2023 5:41 PM
To: Mary Lou Long <maryloulong2515@gmail.com>
Cc: City Council <City.Council@ci.bremerton.wa.us>; Katie Ketterer <Katie.Ketterer@ci.bremerton.wa.us>; Kylie Finnell <Kylie.Finnell@ci.bremerton.wa.us>; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; Jennifer Hayes <Jennifer.Hayes@ci.bremerton.wa.us>
Subject: RE: My Proposal to Construct a Homeless Shelter in Bremerton

Hi Mary Lou,

I am not proposing individual housing units (including pallets) of any kind. One of my main takeaways from the hundreds of individuals who testified over the summer from all over Bremerton was that no one wanted camping anywhere in the city. I took that message to heart when developing my proposal of developing a low barrier, walk-up, congregate living homeless shelter and fully believe it offers the only path forward that will keep our neighborhoods safe and offer support for those who will accept it. While pallet homes may be a valuable part of a holistic vision for responding to homelessness, my proposal for a homeless shelter directly addresses an imminent need; that our city no longer has a year around, low barrier, walk-up shelter. This directly affects our ability to enforce the new anti-camping ordinance, protect our neighborhoods and shelter unhoused individuals at the same time. I believe we have the opportunity to be a shining example of how best to manage this difficult situation. I have no doubt that a pallet community would fill up quickly leaving us with no shelter capacity and a return to the unregulated camping in our city that our neighborhoods and homeless individuals suffered from this summer. I am committed to ensuring that never happens again. Experienced shelter operators and individuals with real life experience living in shelters will be enlisted to help with design and operations development once I have approval to move forward. As I mentioned in my previous email, please refer to the link to the project website embedded in the below email to review the site selection criteria. Take care and Happy New Year.

Sincerely,

Greg Wheeler
Mayor
City of Bremerton
(360) 473-5266

From: Mary Lou Long <maryloulong2515@gmail.com>
Sent: Sunday, December 31, 2023 12:20 PM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

Renting a warehouse and retrofitting it with showers, restroom facilities and laundry machines would be more economical than building an entire building . If this is a facility that is more than likely going to be used for only a few months out of the year for mostly inclement weather, I think this is a far more sensible way to address the problem.of street people that can not get into housing. Army cots can be purchased from surplus stores. People using this facility can use their own tent for privacy as they have

used on the streets. This will give them an area to have some privacy. As much as they did on the street. Making it a prerequisite that they are put into housing only makes it a magnet for more individuals to flock to our city. It is not the responsibility of tax paying citizens to provide for anyone who enters our city a living space. We the citizens have not voted to spend our hard earned tax dollars to be landlords of unprofitable housing units. Will those not able to find a way to provide for themselves be required to pay anything toward their housing? What is the scale which they will be held to? What if they do not make their payments? will they be required to make automatic payments from whatever resource they receive funds? Can we expel them? If these facilities are to be monitored how much will the city allocate to that new position or will it be a job for the police? Can you reply to these questions in writing?

From: amy.m.watermanmn@gmail.com <amy.m.watermanmn@gmail.com>

Sent: Wednesday, January 3, 2024 11:41 AM

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

Subject: Email of Appreciation - Bremerton City Council Considering All Options to address the Unhoused

Dear City Council Members,

I read Chairman Coughlin's comments in today's Kitsap Sun article and felt it was important to share my appreciation to the Council for pausing on your vote to ensure you are considering all options for our unhoused neighbors.

In September of 2023, I and many of my neighbors began asking Mayor Wheeler's office for the details of his proposed congregate shelter. At that time, we received vague or evasive responses as to how the due diligence was done and did not see that any impact assessment had been conducted before selecting the Oyster Bay site. Needless to say, his responses (or lack of response) concerned us. So much so, that we spoke to you during many Council meetings, in emails like this one, and via the Kitsap Sun.

As our elected officials, you have done as we hope all who are elected to office do – you listened. And, you have now taken up the difficult task of investigating all the options and demanding answers to all of the hard questions.

The Mayor has asked you to approve moving forward with building a Congregate shelter near Oyster Bay. He has done this without including the input of housing and social service experts. He has done so without providing a complete plan for funding. And he has done so without establishing what services will be required to run a shelter within a densely residential neighborhood.

You now have alternative solutions before you to consider. I urge you, on behalf of all Bremerton residents, to demand a plan where:

- 1) Funding for site selection, preparation, public safety, and human support services is transparent and clear;
- 2) Impact assessments (economic, safety and social) have been thoroughly conducted;
- 3) The structure of the actual facility is planned and built in a way that respects the humanity and dignity of its residents;
- 4) And, where planning and resources are clearly in place that truly enable our unhoused neighbors the opportunity to transition into more permanent housing.

In conjunction with my request to you, I and other residents of Bremerton have asked our County Commissioners to pursue the following so they too can aid you in completing this very difficult work:

- 5) A complete examination and analysis before committing any county funding for a shelter.
- 6) A 5-to-10-year funding plan so that all in Kitsap County understand the demands such a shelter will have on our communities.
- 7) An assessment that lays out the short and long-term economic and public safety impact.
- 8) An impact assessment that lays out how each shelter option will affect emergency (public safety, fire, and paramedic) services for all residents of Bremerton. And, if considerable, what the city and county will fund to ensure this is not the case.

- 9) Assess the intent of such a shelter and determine if, by placing a county wide shelter in the City of Bremerton, we are asking county residents with the least economic and political influence to bear the brunt of what is a county wide issue.

I look forward to hearing the progress you are making at the January 10th working session. Before then, I want to iterate that it is clear to me how very difficult this work is for our City Council. I am grateful for all of your efforts to truly examine the options before casting your vote.

Your efforts are important to me as a homeowner but also to the man I encountered in my car the other day. He was standing in front of the Dairy Queen off Kitsap Way eating a bag of chips – wearing no jacket and no shoes. All I had to give him was a heavy pair of socks from my winter car kit. My hope is that we will not simply build another congregate shelter that provides only temporary shelter for him.

Amy Waterman
Bremerton Resident

From: Chuck Capps <chuck@advantagenissan.com>
Sent: Tuesday, January 2, 2024 3:12 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Homeless Camp Proposal

Hello Council,

First I would like to commend you all for postponing the decision making on the Mayors proposed homeless structure. Due diligence is necessary. I for one; am completely against having any shelter or housing on the Oyster Bay proposal. The drug use and crime associated with the homeless will only plague Kitsap Way business, and homes more than it is. I would suggest speaking with the troops on the ground and in the trenches. The BPD officers I have spoke with all agree on what a bad idea it is, and how crime will only increase.

Also from my understanding on following this, it is now also a county wide shelter? We DO NOT need to have everyone sending us more homeless people from around the county. That is not helping the tax payers of Bremerton. I understand you all are going to have to make some tough decisions. I hope you make them with the actual law biding, tax paying citizens best interest.

In closing, I would ask you to shut it all down. If it doesn't happen in the Mayor's time line too bad. This isn't something to rush into. Find a different location than the Oyster Bay one, and do not make something for the county to have everyone shipped to Bremerton. That's a terrible idea.

Thanks for listening

Chuck Capps
Advantage Nissan/ Advantage Used Car & Truck Center
chuck@advantagenissan.com
360-373-6300
www.advantagenissan.com
www.washingtonusedcardealer.com

"There are no traffic jams going the extra mile"



From: barb frey <barblfrey@gmail.com>
Sent: Friday, December 29, 2023 11:08 PM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; City Council <City.Council@ci.bremerton.wa.us>
Subject: OYSTER BAY

Greetings,

I am writing once again regarding your idea of placing a homeless encampment/housing site on the hillside of Oyster Bay. For that matter, placing a homeless encampment/housing site in ANY residential/business area.

I will re-iterate; I have lived/worked In the Kitsap Way area for many years. I am very familiar with the citizens who prefer the homeless way of life. I respect their right to live that way. I want you to know that so you dont assume my statements are from a naive, closed-minded, disrespectful point of view. Most of the citizens that will inhabit this site aren't employed and don't want to be.(I know this to be a fact). As pretty a picture that you'd like to paint thinking they want to fit into our urban lifestyle....they don't. Again, that's their choice. As a result, they have 24 hours a day to walk through our nearby neighborhoods and retail sites and take what isn't nailed down. The dumpsters full of refuse the city disposes of when they clear an encampment weren't purchased by the residents of that encampment. It was taken from the hardworking residents in nearby neighborhoods. I have experience of my personal space being invaded by the those who prefer to use their dollars for drugs/alcohol and steal from me to get more money for drugs/alcohol.

In your latest email you speak of homelessness being a complex issue...it is not complex (THEY WANT TO LIVE BY THEIR OWN RULES) and it will never be solved. It is as simple as people who do not want to comply with rules of our civilized society because of drugs and/or mental health issues. You speak of 'delivering a balanced path forward to provide a safe place for people seeking shelter'. Well, that's the tax paying residents living in close proximity of the shelter you propose. They want to move forward in a safe place. Your placement of this encampment in this residential area is disrespectful to nearby residents because it jeopardizes their sense of security and their kids safety. Do you not care about the impact this will have on the residents of this area? You state in your email "There is a criminal element that thrives in homeless encampments". You're admitting the "negative impact on neighborhoods" but still insist on bringing it to the Oyster Bay neighborhood. What you don't seem to get is this criminal element IS the homeless people you're spending a lot of time and money inviting into my neighborhood. As I

said earlier, I don't want a homeless shelter close to any residential area. Find a site that doesn't make it convenient to appropriate the property of others. Away from kids play areas. Make it more difficult for them to destroy what we taxpayers have worked hard to build.

It is my experience that the many housing resources in Bremerton have been able to locate and financially assist the many that are truly searching for housing. I hope they will continue to assist those playing by the rules and seeking a better life.

I hope you will read this with the sincerity it was written.

Thanks
Barb Frey

From: Lisa Ganowski <lisa.ganowski@gmail.com>
Sent: Wednesday, January 3, 2024 12:39 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Lisa Ganowski Letter to Editor

Ugh - clean version attached! L

From: Lisa Ganowski <lisa.ganowski@gmail.com>
Sent: Wednesday, January 3, 2024 12:23 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Letter to Editor

Hello Bremerton City Council!

Attached is a copy of a letter-to-the-editor I submitted to the Kitsap Sun a few moments ago.

Thank you (again) for delaying your vote last month on the mayor's shelter proposal.

Thank you for your professionalism during last month's study session when the mayor reacted to your honest - and necessary - questions with a tantrum. I am appalled at his behavior during that meeting.

Thank you for taking the time you need to research and understand the implications of the two shelter proposals before you vote for what is best for all of Bremerton's residents.

Mr. Council President, thank you for your well-crafted letter in response to the mayor's letter.

Lisa Ganowski

Bremerton Resident

Small Business Owner

Trans-parent to a former Bremerton homeless drug abuser (who today celebrates 502 days in recovery)

Last week, the mayor published a long letter arguing why his temporary congregate shelter is the only option Bremerton can pursue to address our homeless situation. I spent considerable time reading through his letter. Here are some points to consider and what his proposal means for our city:

1. Wastes millions of taxpayer dollars for a temporary fix.
2. Gives us something to look forward to when we scramble for another solution in the future.
3. Pushes the unhoused farther away from available services.

4. Doesn't acknowledge that our current shelter rarely fills to capacity. Many unhoused won't stay in this type of shelter and *choose the street or woods over this model*.
5. Instills fear the city can't enforce no-camping laws if we don't have space; a bully tactic used to force us into accepting his plan as the "only option."
6. Blows a smoke screen in front of other shelter proposals to hide their success with phrases like pallet shelters "will fill quickly" when this is actually an awesome indicator of a shelter model THAT WORKS.
7. Falsely calls our community experts' proposal "insufficient" because it doesn't address no-camping laws...Getting people safely off the street IS supporting no-camping laws.
8. Pretends that smaller shelters in multiple locations specifically designed to address the different needs of our unhoused neighbors isn't important; it's not one-size-fits-all.

Shame on you, Mr. Mayor. Mine is not the only vote you've lost.

Lisa Ganowski
Bremerton Resident & Small Business Owner

From: Bill Mosiman <wpmosiman@gmail.com>
Sent: Sunday, January 7, 2024 5:29 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Homeless Shelter Options

City Council,

We appreciate what a difficult problem it is in trying to address the homelessness issue. We also know this needs to be addressed sooner rather than later but getting it right the first time is even more important, so we encourage you to take whatever time is needed to get this right.

If the goal is to simply prevent the homeless from camping within the city the congregated shelter solution will suffice. However, the congregate shelter, as proposed by the mayor, will do nothing to reduce the homeless population so is only a half measure.

We agree with the opinions already shared with the city council regarding the problems with congregate shelters and the benefits of using pallet shelters and a pallet shelter/congregate shelter hybrid approach, so we do not need to repeat those points here. What we do want is for the City Council to make the decision based on data that demonstrates positive action to reduce the homeless population *along with* making shelter available. Absent such data, please take the advice of the social service agencies that have already weighed in. These folks have the experience and expertise with this problem that the Mayor does not have.

Finally, this is more than just about removing homeless encampments, this is about helping the most disadvantaged of our citizens in a respectful and humane manner while addressing the homeless encampment issue.

We strongly disagree with the Mayor's proposal and encourage you to adopt the solution proposed by the social service agencies.

Bill and Carolyn Mosiman
1545 Madrona Point Dr.
Bremerton, WA

From: Brianna Shafer <briannashafer@gmail.com>
Sent: Thursday, January 4, 2024 1:02 PM
To: City Council <City.Council@ci.bremerton.wa.us>; Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>
Subject: Homeless Shelter

Dear Council Members,

On December 29th, 2023, Mayor Wheeler sent out a mass email to the residents of Bremerton explaining why his proposal is the best option along with extreme scare tactics to get you to vote for his *amazing* sales pitch. I am extremely disappointed to see our mayor act in such an immature manner throughout this whole process but very grateful that you are beginning to call him out and see his true colors. The mayor has continuously deceived you and the public in a way that it is hard to believe anything he says. This proposal seems to only benefit the Public Works Department (since they get the land after the 3 years) and the mayor more than it will help those who need these services. He brought you a poorly planned proposal 1-month before supposed funding requests are approved, refused to speak/work with important experts, and has stiff armed the entire community.

A few questions I have that our community has not been able to find out or make sense of:

1. Is the funding deadline Mayor Wheeler stated accurate? I have been trying to find out who we can get this answer from.
2. If Salvation Army is "out of the game" as Wheeler claimed in the study session, then why is it that they are willing to stay open until 2025 AND run this new shelter? Have any of the members reached out to The Salvation Army directly to see if this is another bluff? As stated in previous meetings, we have contacted a few people there and they stated as long as the city/state funds them, they remain open. Something isn't adding up.
3. Have you done your research and studied the proposed area that contains a preschool directly behind the area, West Sound Tech, and an elementary school down the road?
4. This site was only proposed for an "encampment", and it was determined 1 acre is not necessary for a shelter, are there any other locations?

Again, thank you so much to those of you who have spoken up and have had the communities back during this time. I truly hope the expert's proposal will be taken seriously by the council since there is no hidden agenda behind it.

Brianna Shafer

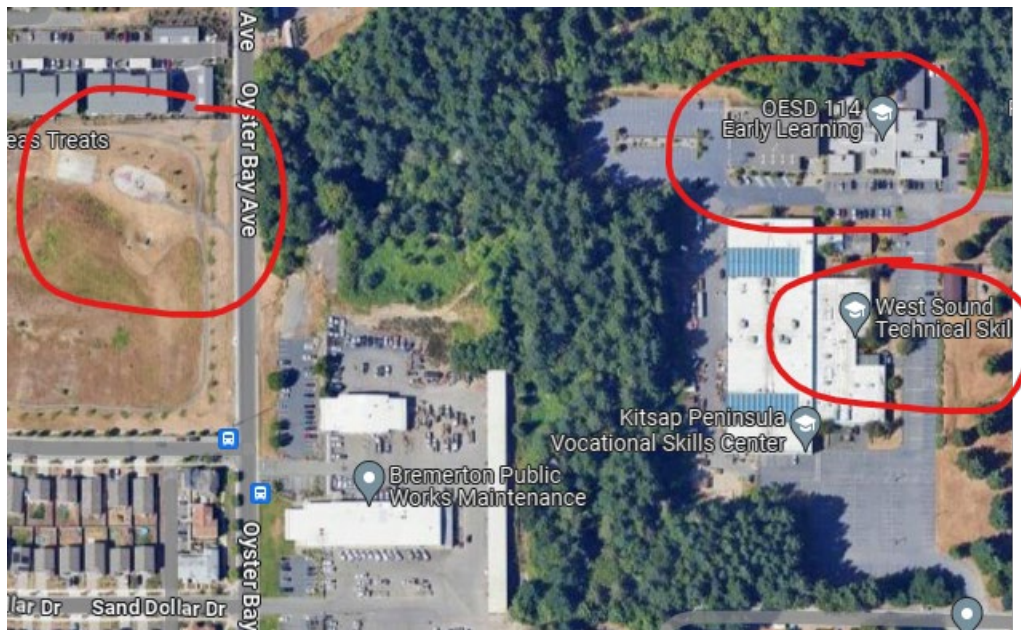
From: Brittany Mellegard <bmellegard@msn.com>
Sent: Thursday, January 4, 2024 3:46 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Proposed Oyster Bay Ave and recent City Council Meetings

Greetings City Council,

I wanted to take some time to address a few more concerns I have about the proposed shelter on Oyster Bay and some items that came up on the 1/3/24, 12/20/23, and 12/13/23 city council meeting.

During the city council meeting on 12/20/23, Katie Ketterer from Public Works was given the opportunity to provide some counterpoints to concerns brought up from the neighborhood. She omitted one of our main concerns, which is the site being directly across from the neighborhood playground. It is also directly across from the OESD preschool on National Ave, West Sound Tech (hosts high school children), and right down the street from West Hills STEM Academy School (elementary school). I included a map below to show the proximity. Lastly, to which I believe you are already aware, this site is in the middle of a residential neighborhood.

On 1/3/24, CPT Dana Walters expressed that the site would be a great transition site for those recently released from jail or prison, but would not include those who are violent. Violence is not the only offense we should be protecting our children from.



Another talking point brought up by CPT Dana Walters was that this was a permanent shelter and that they would be happy to run it. This brings about two major questions.

1. Wheeler has said over and over again that the Salvation Army is "out of the year-round shelter business". How and why are they able to run this one? Where will this funding come from that we already can't provide or assist with for the current shelter? Per the presentation on 12/13/2023 this new shelter will cost around \$2 million a year to run and that's after the upwards of \$6 million to develop the property.
2. Wheeler has consistently touted this as a temporary shelter that will later be given to Public Works for future endeavors. So is it permanent or temporary? Who is being lied to?

On a more general note, I find it completely disingenuous that the mayor had the entire year to develop a proposal and work with the BHA/KCR/etc but decided to forge his own way and present an incomplete proposal just 4 weeks before an important deadline for grant funding (and expecting you to vote on it 1 week later). It seems that not just the city and its citizens, but also you as the city council are being coerced into this situation, which is unethical and unfair. There are so many unanswered questions, to which I personally emailed the Mayor in October 2023 and received a generic PR email and sales pitch back.

Some of the answers received were that he can't research or start anything without city council approval, and yet money was spent into the 5 figures to have a 30% design and presentation completed by RPM for a site that has yet to be approved.

I have a difficult time believing this site is the only site available for use, as it sits completely undeveloped. What I see here is a potential hidden agenda to use grant funding to develop property for Public Works use. The land issues have been brought up many times in council meetings regarding the terrain, steepness of the grade, storm water issues, etc. This proposal is to benefit Public Works and the mayor's PR image, not to help the people of Bremerton NOW.

Thank you for reading my letter, and I want to personally thank the council for asking the hard questions. I genuinely appreciate your support and search for clarity regarding this major issue.

Sincerely,
Brittany Mellegard

From: Dianna Loiacano <thedivagirl@gmail.com>
Sent: Sunday, January 7, 2024 11:52 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Please read

Mr. Coughlin read this article and forward on to whom ever will be voting in on the " Mayors" proposal.

Dianna Loiacano

<https://share.newsbreak.com/5ucynid0>

Mayor's focus on single shelter isn't best for Bremerton

Lisa Ganowski, Bremerton Kitsap Sun

Published 10:26 a.m. PT Jan. 4, 2024

Last week, Bremerton Mayor Greg Wheeler published a long letter arguing why his temporary congregate shelter is the only option Bremerton can pursue to address our homeless situation. I spent considerable time reading through his letter. Here are some points to consider and what his proposal means for our city:

1. Wastes millions of taxpayer dollars for a temporary fix.
2. Gives us something to look forward to when we scramble for another solution in the future.
3. Pushes the unhoused farther away from available services.
4. Doesn't acknowledge that our current shelter rarely fills to capacity. Many unhoused won't stay in this type of shelter and choose the street or woods over this model.
5. Instills fear the city can't enforce no-camping laws if we don't have space; a bully tactic to force us into accepting his plan as the "only option."
6. Blows a smoke screen in front of other shelter proposals to hide their success with phrases like pallet shelters "will fill quickly" when this is actually an awesome indicator of a shelter model *that works*.
7. Falsely calls our community experts' proposal "insufficient" because it doesn't address no-camping laws...Getting people safely off the street IS supporting no-camping laws.
8. Pretends that smaller shelters in multiple locations specifically designed to address the different needs of our unhoused neighbors isn't important; it's not

one-size-fits-all. Shame on you, Mr. Mayor. Mine is not the only vote you've lost.

Lisa Ganowski, Bremerton

This article originally appeared on Kitsap Sun: [Mayor's focus on single shelter isn't best for Bremerton](#)

From: Francesca Taporco <ftaporco@gmail.com>
Sent: Wednesday, January 3, 2024 5:26 PM
To: Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>
Cc: City Council <City.Council@ci.bremerton.wa.us>
Subject: Bremerton Homeless Shelter

Dear Councilmember Anna Mockler and City Council,

I'm writing to you in regards to the city's or mayor's plans to develop a homeless shelter off of Oyster Bay.

We are residents of Bay Vista and were informed in the Fall by our HOA of the city's plans for an emergency shelter. We believe our unhoused community members deserve to live with dignity. We also know we are not experts on the housing and homelessness crisis; and I hesitate to weigh in on an issue I still need more education on. However, we do have reservations on if the current plan for the development is the best course of action for Bay Vista residents and our safety, as well as our unhoused community members.

In 2023, my husband and I had experienced firsthand crime and safety issues within Bay Vista. His truck was stolen out of our driveway in May of 2023 (A police report was filed: B23-002810). We also had an incident in April with another current Bay Vista community member where their unleashed dog attacked our leashed dog and us while we walked by (An animal control report was filed: Case #61219). These crime and safety issues have already caused us to take various precautions; such as adding anti-theft devices to our cars, more cameras to our house, and adjusting our walking route to the wooded trail directly behind our home/neighborhood. We frequently see children running through the trail playing outside; but we more often see what we believe to be non-residents, or unhoused people, partaking in illegal and illicit behaviors. It is our belief that the Bay Vista community already is experiencing issues we need help addressing; adding more people and neighbors into the mix will just exacerbate what we're currently dealing with.

At this time, we realize there's no perfect solution as this is a complex issue. We want to express we plan to increase our engagement and truly hope that you and your fellow councilmembers, as well as the mayor, put your best efforts out to listen to community members concerns from Bay Vista while also doing your best to support the unhoused, in collaboration with the experts and resources in our city and beyond.

Thanks for your time and consideration.

Best,
Francesca & Brian Tyson

--

From: Thomas, Kristal I. <Kristal.Thomas@ExpressPros.com>

Sent: Thursday, January 4, 2024 4:15 PM

To: City Council <City.Council@ci.bremerton.wa.us>; Michelle Fleetwood <m_fleetwood@yahoo.com>

Cc: anton@nwhospitality.org; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; kitsapcommissioners@kitsap.gov; Charlotte Garrido <cgarrido@kitsap.gov>; Katie Walters <kwalters@kitsap.gov>; dawnmichelewilson@gmail.com; Bailey Tupai <bailey2pai@gmail.com>; Marwan Cameron <gather2grow@g2g2.org>; Drayton Jackson-FHPM <DJackson@HomelessPovertyManagement.org>; Kelsey Stedman <kelsey.e.stedman@gmail.com>; kim siebens <kimmysiebens@yahoo.com>; kuyehara@gannett.com; david.nelson@kitsapsun.com; Donel Steves <donel@through-linecoaching.com>; Anthony Ives <aives@kcr.org>; Jill Stanton <jstanton@bremertonhousing.org>

Subject: RE: Public Comments - My Proposal to Construct a Homeless Shelter in Bremerton (Michelle Fleetwood)

Thank you for looping me into this conversation Anton.

Dear City Council Members and Mayor Wheeler,

I am writing to urge you to support the proposal to build pallet homes for the homeless in our community. Pallet homes can provide dignified, safe, and cost-effective shelter for people experiencing homelessness, as well as a pathway to permanent housing and employment.

As you may know, many people who are homeless have experienced trauma, such as abuse, violence, or loss, that has impacted their mental and physical health, their relationships, and their ability to function in society. Living on the streets or in congregate shelters can exacerbate their trauma and make it harder for them to recover and reintegrate.

This is something I see every day as an employment agency. It is very difficult for those in a shelter situation to maintain the attendance, focus and attention needed to hold a job.

No to mention, they must take their belongings with them to work everyday which takes some of the dignity out of work as they are now advertising their situation.

Pallet homes can offer a solution that addresses the needs of the homeless population and the goals of our city. Pallet homes are:

- **Dignified:** Pallet homes provide privacy, security, and comfort for the residents, who can stay with their partners, pets, and belongings. They can also decorate and personalize their space, which can foster a sense of ownership and pride.
- **Safe:** Pallet homes are made of durable and non-organic materials that are resistant to mold, mildew, and rot. They are also fireproof, waterproof, and insulated, which can protect the residents from harsh weather and environmental hazards. And for especially women and children who have experienced sexual/physical abuse, shelters are not always safe and can be triggering. Lack of safety can create permanent mental disabilities that will require continued support.
- **Cost-effective:** Pallet homes are easy to assemble, transport, and maintain, which can save time and money for the city and the service providers. They are also energy-efficient and environmentally friendly, which can reduce the carbon footprint and the waste generated by the homeless population. They can also be moved to different areas of the City/County as needed to support the homeless population and do not need to be a permanent fixture in any one place.

- Pallet homes have been proven to be effective in reducing homelessness and improving outcomes for the homeless population in other cities, such as Los Angeles, Everett, and Seattle. They have also been praised by the residents, who have reported feeling more hopeful, stable, and empowered by living in pallet homes.

I believe that pallet homes can make a positive difference in our community, and I hope that you will support this proposal. By investing in pallet homes, we can not only provide shelter for the homeless, but also help them heal from trauma and achieve their potential.

Thank you for your time and attention.

Sincerely,

Kristal Thomas | Owner & CEO

Express Employment Professionals

4545 Auto Center Way, B2 | Bremerton, WA 98312

(360) 479-4756 | Kristal.Thomas@ExpressPros.com

Book Time with me: [Microsoft Bookings](#)



From: Lisa Levy <llevy@jspllc.com>
Sent: Thursday, January 4, 2024 12:09 PM
Cc: City Council <City.Council@ci.bremerton.wa.us>
Subject: Ambrose Letter to Residents and Community

January 4, 2024

Dear Ambrose Residents and Bay Vista Neighbors,

You might have seen Mayor Wheeler's email about his shelter proposal, which he circulated Friday before the holiday weekend. We appreciate the Mayor's hard work, but we need to clarify several areas where his letter does not share the whole story.

The Mayor has shared *no evidence or factual support* for his statement that "my proposal... is the only option" that will provide enough shelter space for those who request it. The Mayor's continued lack of transparency around this project was shown once again in this email; he did not list the proposed address. Does he not want the neighborhood to know that this site at 100 Oyster Bay is located near to a school, a park, a new neighborhood with many young families and seniors?

We also do not know why he stated his idea is the only one that can possibly work. First, the existing Salvation Army shelter is often not full. But more importantly, *his process and his proposal have ignored other viable proposals and ideas, particularly from local social services experts and nonprofit partners*. He has been receiving proposals and requests from social services experts since at least March of 2023, but it seems like he has mostly ignored them.

Social-services experts and nonprofit partners have been clear that the Mayor's current proposal will not do much to help our neighbors get back on their feet. It would be an expensive band-aid instead of a practical and compassionate solution. This current proposal does not offer any transitional housing to truly assist the unhoused population find permanent housing. It is truly temporary.

In his letter, the idea that the Mayor describes as the "City of Bremerton's Proposal" is actually the Mayor's proposal. Ignoring help and ideas from community stakeholders and nonprofit help or advice, it seems like he directed City staff to run a limited process that rushed to clear-cut the Oyster Bay site for a homeless shelter in a family-oriented residential neighborhood, where shelter clients will not have good access to transit, jobs, or any social services they may need. A coalition of experts and nonprofit leaders are still working on other proposals that we hope will also be presented to the City Council. These proposals offer a better hybrid approach to actually helping the unhoused population and these proposals have a plan (with costs) for operations. By comparison, we have not seen a fully explained plan (and certainly no consideration of ongoing costs) in the Mayor's current proposal.

The City's next meetings on this proposal will be held at 5:30 pm on January 10th and 17th, in person and on Zoom. The most important meeting is on the 17th.

Public comment will be allowed in person on the 17th, when the Council is scheduled to vote. If you are able to - attend in person, or [email the Council](#) and please make a simple public comment just asking that the Mayor and Council seriously listen to social services experts about how better shelter

options can be built. Ask that they take that advice seriously, instead of rushing to clear-cut and build in our community without pausing to think of the consequences.

If you can't attend the full Council's meeting on the 17th, consider attending Councilmember Anna Mockler's townhall meeting on Jan. 8th, from 4-6 pm at 100 Oyster Bay Ave N (Bremerton Public Works).

Former Bremerton councilmember Roy Runyon said on December 20th: "I'm glad [the Councilmembers] are asking questions and slowing the process down. You guys should have had options, choices: this is what this is going to cost capital-wise, this is what this is going to cost operationally. You weren't given choices."

Let's all make our voices heard, to help the Council give thoughtful consideration to ***all*** options to support our unhoused neighbors – not just the Mayor's idea.

Thank you,

Lisa Levy
Asset Manager – Ambrose Apartments

CC: City Council: City.Council@ci.bremerton.wa.us

PS: We have been very grateful to see the Councilmembers' leadership in thinking critically about the various proposals and issues at hand, including most recently a very thoughtful letter from Councilmember Jeff Coughlin.

Lisa Levy
Asset Manager

From: randall buchanan <randallbuchanan@hotmail.com>

Sent: Thursday, January 4, 2024 1:13 PM

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

Subject: Oyster Bay Homeless Shelter

Dear Council Members, Thank you for your hard work and research on this problem. After reading the latest article dated January 4 in the Kitsap Sun, Social Service Providers Discuss Hybrid Shelter Option ahead of Vote, it has become clear that the Mayor's idea of one size fits all is flawed. Spending millions of dollars on a concept that is bound to fail. I urge you to vote against the mayor's proposal and come up with a real solution that will work. A lot of Bremerton residents are watching this vote, and I believe it would be wise not to attach yourself to this political sinking ship.

Best regards,
Randall Buchanan

From: sheilaroberts sheilasplace.com <sheilaroberts@sheilasplace.com>

Sent: Thursday, January 4, 2024 8:04 AM

To: Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>

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

Subject: Concerns re Mayor Wheeler's letter

Dear Council Members,

Upon receiving the mayors 12/29 message regarding his homeless shelter proposal, I wrote to him regarding my concerns. I have included both my letter and his response below. In my letter, I expressed my concerns regarding his insistence that the Oyster Bay site he's been pushing is the best option for helping the homeless rather than what has been proposed by the organizations and experts that deal with helping the homeless on a regular basis. These are the experts, the people with boots on the ground, and I am still mystified over the fact that he is so determined to push his plan through despite hearing consistent opposition from the experts. He has presented no concrete plans for size or layout of this shelter, no plans for shelter operations, and no plans for the safety of the shelter residents or the community adjacent to the site. The mayor continues to state this is temporary however he has provided no timeline and can't guarantee this shelter, which would be near no social services, won't be permanent as there is no plan in place to help people off the streets. He is treating this as a long term stop gap at a massive cost to the tax payers. He has continued to state there are 200+ people waiting for rooms while ignoring the fact that the Salvation Army has not filled up since opening. The fact of the matter is that people would rather sleep on the street in the cold and rain at risk of going to jail than go to SA and you can see that proof all over the city. Despite ALL that information he is continuing to push this larger than necessary congregate shelter when the real need is small room/palette house shelters. The hybrid option provided by the community agencies addresses both needs, an immediate overnight shelter and something that provides privacy and dignity and a bit more stability to those who want to break the unhoused cycle they have found themselves in.

Additionally, he has consistently neglected to address the real affects that the community this shelter would be placed within would feel. If you have walked by Salvation Army, you see what can happen when people do not have a place for their stuff, the surrounding area looks like a dumpster. Visitors to Bremerton certainly won't feel good about staying in either of the vintage hotels near the site. I realize we have two very nice hotels in downtown Bremerton, but surely we don't need to drive others out of business. Finally, as this feels like a general herding of people with varying needs and problems into one facility, I'm concerned about safety issues, not only to the residents in the shelter also the community in general.

I feel our mayor is not only letting us down but actively working against the community he is supposed to be representing and I'm hoping that based on your very detailed questions and concerns presented at the last study session that you, our city council will do what he is not and protect all of the citizens of our city. Please vote against the mayors proposal and steer the mayor in the direction of the wiser and more carefully considered plan.

Sincerely,
Sheila Rabe
2140 Madrona Point Dr.

Dear Sheila,

Thank you for your email. I appreciate you taking the time to share your thoughts with me. One of my main takeaways from the hundreds of individuals who testified over the summer from all over Bremerton was that no one wanted camping anywhere in the city. I took that message to heart when developing my proposal and fully believe it offers the only path forward that will keep our neighborhoods safe and offer support for those who will accept it. While pallet homes may be a valuable part of a holistic vision for responding to homelessness, my proposal for a homeless shelter directly addresses an imminent need; that our city no longer has a year around, low barrier, walk-up shelter. This directly affects our ability to enforce the new anti-camping ordinance, protect our neighborhoods and shelter individuals at the same time. I believe we have the opportunity to be a shining example of how best to manage this difficult situation. I have no doubt that a pallet community would fill up quickly leaving us with no shelter capacity and a return to the unregulated camping in our city that our neighborhoods and homeless individuals suffered from this summer. I am committed to ensuring that never happens again. Experienced shelter operators and individuals with real life experience living in shelters will be enlisted to help with design and operations development once I have approval to move forward. Take care and Happy New Year.

Sincerely,

Greg Wheeler
Mayor
City of Bremerton
(360) 473-5266

From: Dan Herron <dh913@hotmail.com>
Sent: Friday, January 5, 2024 11:45 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Homeless shelter(s)

Dear City Council Members,

I've been following your discussions about the homeless and shelter housing for them. Based on what I have seen so far, I advocate a hybrid model as suggested by our community partners like KCR. I realize that the devil is in the details and I trust that you will pursue due diligence in finding the best solution(s). Unfortunately, time is of the essence. We will need a decision at the next city Council meeting on January 17th.

I urge you to come up with some kind of decision by then even if it means compromising. We (and the homeless) cannot put off this decision any longer. I also understand that there are funding deadlines coming up soon.

No decision will be perfect, but you can always make adjustments as we move forward. I agree with Council Member Younger, we cannot go backwards. We must have shelter space available so that we don't return to the camping in public spaces like we had last summer.

Sincerely,

Dan Herron
1540 Houston Avenue
Bremerton, WA 98312
646 - 340 - 4696
dh913@hotmail.com

From: Jon D. Brenner <jdb@spinnakerbldg.com>

Sent: Tuesday, January 9, 2024 9:15 AM

To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; Legal <Legal@ci.bremerton.wa.us>; City Council <City.Council@ci.bremerton.wa.us>; vbrazitis@kitsap.gov; tperez@kitsap.gov; jaufderh@kitsap.gov

Cc: Neil Wachter <nrw@spinnakerbldg.com>

Subject: Shelter Ordinance Oyster Bay Development

Dear All,

Please find attached correspondence regarding the Oyster Bay Development. Hard copies will follow.

Sincerely,

Jon Brenner | Paralegal
Sanchez, Mitchell, Eastman & Cure, PSC
4110 Kitsap Way, Suite 200 | Bremerton, WA 98312
T 360.479.3000 | F 360.479.3983
jdb@spinnakerbldg.com

CONFIDENTIALITY NOTICE: The information contained in this ELECTRONIC MAIL transmission is confidential. It may also be subject to the attorney-client privilege or be privileged work product or proprietary information. This information is intended for the exclusive use of the addressee(s). If you are not the intended recipient, you are hereby notified that any use, disclosure, dissemination, distribution (other than to the addressee(s)), copying or taking of any action because of this information is strictly prohibited.



SANCHEZ, MITCHELL, EASTMAN & CURE, PSC
ATTORNEYS AT LAW

CARRIE E. EASTMAN
KEVIN W. CURE
NEIL R. WACHTER
BRYAN A. WICHERT
MATTHEW V. PIERCE

JOHN F. MITCHELL
(Retired)
J. LARRY PAULSON
(1944-2018)
JAMES B. SANCHEZ
(1921-1987)

January 9, 2024

Greg Wheeler
Mayor
345 6th St., Suite 100
Bremerton, WA 98337

Kylie J. Finnell
City Attorney
345 6th St., Suite 100
Bremerton, WA 98337

Jeff Coughlin
Council Member
345 6th St., Suite 100
Bremerton, WA 98337

Anna Mockler
Council Member
345 6th St., Suite 100
Bremerton, WA 98337

Eric Younger
Council Member
345 6th St., Suite 100
Bremerton, WA 98337

Jennifer Chamberlin
Council President
345 6th St., Suite 100
Bremerton, WA 98337

Michael Goodnow
Council Member
345 6th St., Suite 100
Bremerton, WA 98337

Denise Frey
Council Member
345 6th St., Suite 100
Bremerton, WA 98337

Quinn Dennehy
Council Member
345 6th St., Suite 100
Bremerton, WA 98337

VIA US MAIL AND EMAIL

(Greg.Wheeler@ci.bremerton.wa.us / legal@ci.bremerton.wa.us / City.Council@ci.bremerton.wa.us)

RE: City's Draft Shelter Ordinance Oyster Bay Development

Dear Mayor Wheeler, Council Members and Ms. Finnell:

The 144-homeowner Bay Vista Community Owners Association urges the City Council to reject the Mayor's proposal to develop a homeless shelter and services facility on the City's Oyster Bay real property (Tax Parcel No. 3748-001-007-0200), located off Kitsap Way. The

City of Bremerton
January 9, 2024
Page 2 of 4

Association is prepared to pursue court intervention if the City adopts this proposal, which has been assembled without proper review required under State law and likely violates Bremerton's own zoning and critical areas codes. Furthermore, this proposed siting would place a low-barrier shelter facility in very close proximity to the Bay Vista neighborhood and its many families.

The City's proposed facility has been described as "an enclosed campus for a 100-person capacity, low-barrier walk-up congregate shelter", housed in a "Sprung" structure. This proposal is being cast as one of two options to be considered at the January 17, 2024 Council meeting, with "Plan B" being a pallet shelter facility proposed by several local non-profits. Respectfully, this is a false choice, because the Mayor's proposal has focused the City's staff, attention and effort on a property that cannot legally host the proposed facility, and the City has failed to conduct legally mandated review. Further, the City has apparently adopted a go-it-alone approach, without working with its community partners such as the Bremerton Housing Authority to develop an appropriate alternative.

My law firm represents the Bay Vista Community Owners Association, and we write to urge the City to select an alternate site for its proposed facility. Among other problems, the City has failed to satisfy its obligations under the State Environmental Policy Act (SEPA). Although this is a litigation warning letter, you need to know that my clients want to engage with their City leaders on these subjects to try to craft a solution that can work for everybody. When they approach you, please hear them out.

SEPA prohibits the City from taking action that would "limit the choice of reasonable alternatives" before the City does its mandated SEPA work. WAC 197-11-070(1)(b). This regulation "applies to all agencies with authority to 'approve, veto, or finance all or part' of a project". *Columbia Riverkeeper v. Port of Vancouver USA*, 188 Wn.2d 80, 86, 392 P.3d 1025 (2017); *see also Magnolia Neighborhood Plan. Council v. City of Seattle*, 155 Wn. App. 305, 313, 230 P.3d 190 (2010), *as amended on reconsideration* (May 14, 2010) (affirming applicability of SEPA review to City Council's ordinance adopting plan for City-owned affordable housing development, notwithstanding that the plan had not advanced to permit-review stage).

It appears the City has ignored its obligations to "integrate" the SEPA process "with agency activities at the earliest possible time to ensure that planning and decisions reflect environmental values, to avoid delays later in the process, and to seek to resolve potential problems." WAC 197-11-055(1). The SEPA regulations require environmental study as early as a project's principal features and impacts can be identified:

"The lead agency shall prepare its threshold determination and environmental impact statement (EIS), if required, at the earliest possible point in the planning and decision-making process, when the principal features of a proposal and its environmental impacts can be reasonably identified."

WAC 197-11-055(2). The City has rushed to reach the decision-making stage without a SEPA determination. Beyond SEPA, the City's proposal raises critical areas, zoning and public safety concerns.

The City's proposed site consists of a steep wooded hillside, with a closed depression that must be filled in to allow the property's use. To develop it, the City will have to partially log the property and then regrade it to create a level area for the facility. We believe this property includes critical areas subject to Chapter 20.14 Bremerton Municipal Code (Critical Areas). Agencies, even the City, must undergo critical areas review. BMC 20.14.150. It is telling that public agencies may apply for exception to this regulation, but the agency's "application shall include critical area identification; critical area report, including mitigation plan if necessary; and any other related project documents such as environmental documents pursuant to SEPA". BMC 20.14.150.

Zoning. The City's Oyster Bay land is zoned "general commercial" (GC), meaning that all residential use is permitted outright, **except** for "Group residential facility – class II". BMC 20.62.020(t). Group residential includes residences for "homeless or otherwise dependent persons (not including dormitories), typically with shared living quarters without separate kitchen facilities for each room or unit". BMC 20.42.040. The City has not clarified whether its proposed facility is a "Class 1 (assisted living)" or "Class II" facility. The latter would be disallowed in this zone.

Proximity to School Facility. Like many subsets of our state's population, the unsheltered community likely includes persons who are designated as sex offenders under state law. The City's Oyster Bay property is less than 500 feet from the Early Childhood Education Center at the Olympic Educational Service District 114, serving preschoolers, as well as the West Sound Technical Academy, which serves students as young as 16. Has the City considered the liability it may incur by opening its low-barrier facility so close to school facilities and a public park? The SEPA process requires the City to document consideration of environmental impacts in terms of both "the "natural" and "built" environment "[and] elements of the built environment shall consist of public services and utilities (such as water, sewer, *schools*, fire and police protection), transportation[.]" RCW 43.21C.110 (emphasis added).

Many controversial state and local agency capital projects are conducted to include as much SEPA work as is possible before the agency makes path-determinative decisions. Failure to do this will result in project invalidation. Professor Settle, widely considered to be Washington's real property and land use subject matter expert, wrote this of agency failure to meet SEPA's procedural requirements:

"The usual remedial result of a judicial determination of SEPA violation is simply invalidation of the agency action. Thus, action which was not preceded by a proper threshold determination process is invalid and the agency must begin the decision-making process anew and action for which a required EIS was inadequate or not prepared is rendered a nullity and remanded for reprocessing in light of an EIS.

City of Bremerton
January 9, 2024
Page 4 of 4

Richard L. Settle, *The Washington State Environmental Policy Act: A Legal and Policy Analysis*, Ch. 20, § 20.09 (citations omitted; emphasis added). In other words, agency action taken without compliance with SEPA is *ultra vires*. *South Tacoma Way, UC v. State of Washington*, 169 Wn.2d 118, 233 P.3d 871 (2010) (citing *Noel v. Cole*, 98 Wn.2d 375, 378-80, 655 P.2d 245 (1982)).

Illegal agency action is subject to injunctive action in superior court, which will result in the loss of critical time for the City to pursue a workable and legally compliant plan on an alternate site. The City needs to work with its community partners to achieve its aim of establishing sufficient capacity to house those experiencing homelessness.

The Bay Vista Community Owners Association would prefer to avoid litigation with the City. They know the City's leaders want to do the right thing. However, the Association is prepared to pursue injunctive relief to stop the project if the City adopts the plan to site its homeless facility and operation at the Oyster Bay property. Thank you for your attention.

Sincerely,



NEIL R. WACHTER
nrw@spinnakerbldg.com

NRW/jb

Cc: Victoria Brazitis, Kitsap County Administrator (vbrazitis@kitsap.gov)
Tim Perez, Kitsap County Risk Manager (tperez@kitsap.gov)
Jacquelyn Aufderheide, Chief Civil Deputy Prosecuting Attorney (jaufderh@kitsap.gov)

From: Bree Medley <bree@brandtdesigninc.com>
Sent: Tuesday, January 9, 2024 11:41 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>
Subject: Oyster Bay Avenue Homeless Shelter

01.08.2024

To Bremerton City Council

RE: Bremerton Homeless Shelter Plans; Oyster Bay Ave Site

Dear Council Members,

I would like to start by applauding your efforts to find the best approach to combatting the homeless crisis Bremerton is experiencing. While I understand the mayor was tasked with finding a solution, he has made it apparently clear (this is based on his statements at multiple meetings) that he is not interested in working with local agencies that support this community to find the best solution nor is he willing to waiver in his direction. Given his position, I would like to pose to you a question as you head into your next study session – why?

Why this site? Why this proposal?

The mayor has continued to say that the Oyster Bay Avenue site is the best/only site based on a number of requirements that it met; ownership, transportation, proximity to support, readiness, size and zoning:

Starting with size; the requirements stated that the site be at least 1 acre. This requirement is **only** necessary if housing a regulated encampment. A sprung shelter or pallet shelter community are not bound by that code.

So, with that element removed, we can move to readiness; This site is as far from ready as you can get. There is no access, no utilities, is densely vegetated with trees and bramble and has a slope of 85 feet to combat.

I have provided a very high-level outline of the site development that would go into the this property:

- The site requires an updated soils and geological assessment to determine viability (last report is expired and noted quite a few development issues)
- The site will likely require an environmental impact review given the nature of the slope.
- The site will be subject to a SEPA review.
- If it can be developed, the grading needed will require constant geotechnical monitoring which is an added cost.
- If it can be developed, the grading will require massive retaining both on the up slope and down slope sides (I estimate +/- 35' of retaining on each side will be required which is astronomical and likely done in three tiers both sides of the slope) These types of retaining systems are exceptionally expensive and massively disruptive to the surrounding properties.
- If it can be developed, the amount of cut and impact associated with export of soils will likely require a traffic impact study (think 100's of truck loads depending on soil quality and quantity.)
- If it can be developed, the grading likely will not start until late April/ Early May if permitting and reports go exactly to plan and then the grading itself will likely not be completed until mid-late fall.

- I say this as someone with experience grading sites similar to this and know the time frame to do this work is no less than 6 months if things go smoothly.
- I believe the city is assuming a cost of 1.2-2.1 million dollar to develop the land alone. (in my experience you are looking at 2 million at the low end...)
 - To ask you to approve a proposal that has not been designed and in my opinion wildly under-estimates the cost of development is setting everyone up for massive cost overruns and inevitably, failure.

After looking at size and readiness, you can then start to assess the other subjective requirements linked to the site analysis which are transportation, and access to services. I think you would be hard pressed to link this site with having strong positions in either of those categories.

So again, I ask you all to think about why this site is being pushed? While it may be forward compatible with future needs public works has, the assumption that the homeless problem will be solved in 4 years is highly unlikely, and to spend 2 to 4+ million dollars on a 4-year fix seems fiscally irresponsible.

When you start to look at the site on face value, the mayor is asking City Council to spend a huge amount of tax-payer time and money under the guise of an emergency response set forth by a set of criteria set by the mayor's team and in the end don't really support the type of shelter(s) being proposed. While I don't want to think there is some ulterior motive to proposing or pushing this site, the mayors lack of willingness to reassess this project given the push back from the community as well as the community agencies makes one start to question his motivation. Is his decision to dig his heels in merely a matter of ego, or is there something else we are not being told. Given the level of secrecy and vagueness surrounding his proposal to date, it has led to a lot of mistrust among the community regarding the basis of his decisions.

I am not going to go into why he is choosing the shelter type he is proposing, as I am not an expert in this area and think that analysis is best provided by the community agencies that are experienced, educated and equipped to provide you all direction.

I ask that as you look at the proposals, please consider all of the costs and make sure the money being spent is going towards fixing the problem, not developing land for public works. That is not the task at hand.

Again, this is not an easy solution, nor is there going to be a perfect solution. But there are better solutions than others. Finding a variety of solutions to a multifaceted problem will likely result in a more successful outcome than a one size fits all approach.

As always, your time, consideration and care are greatly appreciated.

Bree Medley
Bremerton Resident

From: Dianna Loiacano <thedivagirl@gmail.com>
Sent: Saturday, December 30, 2023 4:12 PM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

Mr. Wheeler, still you or your advisor could have told informed the staff at the apartments to explain why YOU and as well the chief couldn't make it or do your favorite thing and come up with an excuse so we YOUR community were not just sitting around looking for you to be there. Instead, you and your people chose to say nothing. We were advised that you said you were on your way and we all took time away from our families to be at the meeting. Why are you so cruel to the ones who take the time to vote for you?
I don't get it.

Dianna Loiacano

On Sat, Dec 30, 2023, 2:43 PM Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us> wrote:

Dear Dianna,

Thank you for your email. Included in my reply is the Bremerton City Attorney to provide a response on why the Chief and myself were advised not to attend this meeting. She will be connecting with you shortly. We look forward to attending community meetings in the future once the City Council has voted on my proposal. Take care.

Sincerely,

Greg Wheeler

Mayor

City of Bremerton

(360) 473-5266

From: Dianna Loiacano <thedivagirl@gmail.com>
Sent: Friday, December 29, 2023 10:05 PM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

Mr. Wheeler or to your secretary. Since you took the time to send .e thus email, I feel that I should respond back to you. I have NOT asked for email nor am I interested in your prolonged writing. Back in November at a meeting that we attend at the Summit you told all of us that this Encampment was " just thrown" on you. You sir are a liar. You said at our 2nd meeting that you were going to attend the meeting set by the apartments on Bay Vista. This meeting you chicken out on and stood us up. We all believed that you and Mr. Wolf, chief of Bremerton of police were going to attend. You sir have failed your community, which is unfair and to that I say that at least you could have sent a representative in your place to answer questions that we all had. This left us to all gather our thoughts on how our own mayor would not attend a meeting that he and the chief knew was happening. Thos is so4mething that you want and not the city council. Shame on you, all for the good of yourself!! Next, after spending time reading some of the statements from those who are homeless. Some say that they are not looking for just one night or a check in and out. Some do not want to be bound or held down. So, I believe that this thing you are looking to build is only a temporary fix and a boost on you making it in the next vote.

I do think that the city council's idea is a good one. Just do us all a favor and attend meetings that you know are occurring.

Dianna Loiacano

From: Len Psyk <LPsyk@panattoni.com>
Sent: Saturday, December 30, 2023 8:21 AM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

How will either of the two alternatives be funded (both the initial cost and subsequent operational costs)?

What are the comparative costs of the two options?

Does either alternative provide for funding of the on going maintenance costs of the facilities?

Does the City have sufficient staffing and funding for police or social services that will be required under either option?

What portion of the City Budget will be allocated to the program?

Sent from my iPhone



Len Psyk | Sr. Development Manager
Panattoni Development Company, Inc.
1821 Dock St.
Suite 100 | Tacoma, WA 98402
Office: 206.838.3847 | Cell: 206.755.6722
LPsyk@panattoni.com

From: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Sent: Sunday, December 31, 2023 5:41 PM
To: Mary Lou Long <maryloulong2515@gmail.com>
Cc: City Council <City.Council@ci.bremerton.wa.us>; Katie Ketterer <Katie.Ketterer@ci.bremerton.wa.us>; Kylie Finnell <Kylie.Finnell@ci.bremerton.wa.us>; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; Jennifer Hayes <Jennifer.Hayes@ci.bremerton.wa.us>
Subject: RE: My Proposal to Construct a Homeless Shelter in Bremerton

Hi Mary Lou,

I am not proposing individual housing units (including pallets) of any kind. One of my main takeaways from the hundreds of individuals who testified over the summer from all over Bremerton was that no one wanted camping anywhere in the city. I took that message to heart when developing my proposal of developing a low barrier, walk-up, congregate living homeless shelter and fully believe it offers the only path forward that will keep our neighborhoods safe and offer support for those who will accept it. While pallet homes may be a valuable part of a holistic vision for responding to homelessness, my proposal for a homeless shelter directly addresses an imminent need; that our city no longer has a year around, low barrier, walk-up shelter. This directly affects our ability to enforce the new anti-camping ordinance, protect our neighborhoods and shelter unhoused individuals at the same time. I believe we have the opportunity to be a shining example of how best to manage this difficult situation. I have no doubt that a pallet community would fill up quickly leaving us with no shelter capacity and a return to the unregulated camping in our city that our neighborhoods and homeless individuals suffered from this summer. I am committed to ensuring that never happens again. Experienced shelter operators and individuals with real life experience living in shelters will be enlisted to help with design and operations development once I have approval to move forward. As I mentioned in my previous email, please refer to the link to the project website embedded in the below email to review the site selection criteria. Take care and Happy New Year.

Sincerely,

Greg Wheeler
Mayor
City of Bremerton
(360) 473-5266

From: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Sent: Sunday, December 31, 2023 5:27 PM
To: Mary Lou Long <maryloulong2515@gmail.com>
Cc: City Council <City.Council@ci.bremerton.wa.us>; Katie Ketterer <Katie.Ketterer@ci.bremerton.wa.us>; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; Kylie Finnell <Kylie.Finnell@ci.bremerton.wa.us>
Subject: RE: My Proposal to Construct a Homeless Shelter in Bremerton

Good evening Mary Lou,

Thank you for your email. I appreciate you bringing your comments, questions, and concerns to my attention. A link to the project website that was imbedded in the below letter will answer many questions about site selection for a year around, low barrier, walk-up shelter. The Salvation Army is currently operating a winter homeless shelter. Take care and Happy New Year.

Sincerely,

Greg Wheeler
Mayor
City of Bremerton
(360) 473-5266

From: Mary Lou Long <maryloulong2515@gmail.com>
Sent: Sunday, December 31, 2023 12:20 PM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

Renting a warehouse and retrofitting it with showers, restroom facilities and laundry machines would be more economical than building an entire building . If this is a facility that is more than likely going to be used for only a few months out of the year for mostly inclement weather, I think this is a far more sensible way to address the problem.of street people that can not get into housing. Army cots can be purchased from surplus stores. People using this facility can use their own tent for privacy as they have used on the streets. This will give them an area to have some privacy. As much as they did on the street. Making it a prerequisite that they are put into housing only makes it a magnet for more individuals to flock to our city. It is not the responsibility of tax paying citizens to provide for anyone who enters our city a living space. We the citizens have not voted to spend our hard earned tax dollars to be landlords of unprofitable housing units. Will those not able to find a way to provide for themselves be required to pay anything toward their housing? What is the scale which they will be held to? What if they do not make their payments? will they be required to make automatic payments from whatever resource they receive funds? Can we expel them? If these facilities are to be monitored how much will the city allocate to that new position or will it be a job for the police? Can you reply to these questions in writing?

From: Mary Lou Long <maryloulong2515@gmail.com>
Sent: Sunday, December 31, 2023 11:58 AM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

I plan to attend. I am curious as to whether or not the mayor and the Council have considered the concept of renting for the severe weather months a warehouse or existing building to shelter those who have not been housed otherwise? Would it not be more economical to rent for these few months an existing shelter with restrooms and showers and a laundry facility? The retrofitting of the amenities would cost less than building an entire building. I would like to hae an answer to why this option has not been offered or explored to date.

From: Tim Lavin <tjplavin@gmail.com>
Sent: Friday, December 29, 2023 7:50 PM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

Well done Mayor!

Sent from my iPhone

From: Peter Thurman <peterthurman861@gmail.com>
Sent: Saturday, December 30, 2023 10:41 AM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

Mayor Wheeler,

Thank you and I support your subject efforts. Happy holidays.

Sincerely and respectfully,

Peter Thurman, Bremerton resident

From: Lynch, Greg <glynch@oesd114.org>
Sent: Saturday, December 30, 2023 10:02 AM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

Great work Greg and thanks for sharing!

Sent from my iPhone

From: Travis Merrigan <bikebremerton@gmail.com>
Sent: Friday, December 29, 2023 11:22 PM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>

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

Subject: Build both: My Proposal to Construct a Homeless Shelter in Bremerton

Mayor Wheeler,

I applaud you for making your case to the public for the need to build infrastructure for our homeless neighbors.

I'm a supporter of both the Oyster Bay facility and the pallet community. Both serve particular needs. Let's build both (maybe not immediately, but as funds allow).

Then when those are done, let's build one in my neighborhood 15th & Naval. I have a city owned spot picked out that would be great, an unused corner of Ivy Green Cemetery (I consulted the cemetery residents, none of them voiced concern.)

Let's approve multiple options so no one neighborhood feels singled out. Let's build all of the above.

Travis Merrigan

From: thenwcp@gmail.com <thenwcp@gmail.com>

Sent: Friday, December 29, 2023 9:24 PM

To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>

Subject: Re: My Proposal to Construct a Homeless 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.

Mayor Wheeler,

The sprung shelter does indeed look like the best option for our city. I also agree that the pallet homes would not work well because of how much would need to go into maintaining those individual buildings just to keep them safe to live in. Thank you for doing the work needed to obtain a reasonable and effective solution. You and your office have my permission to use this email in support of your proposal.

Respectfully,

Michael Larson

From: Rick Cortes <rickcortes10@gmail.com>

Sent: Friday, December 29, 2023 9:22 PM

To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

Mr Mayor:

Your proposals and initiatives are reflective of the great work put forth by dedicated and competent community professionals and citizenry with you at the helm. Your stated mission in the age old complex struggle solving homelessness seems to strike a new balance between being compassionate and protecting the community.

I look forward to checking in the January hearings.

Thank you for all that you do.

Rick Cortes

From: Glenn Stockton <glenn.stockton@gmail.com>
Sent: Friday, December 29, 2023 9:06 PM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

Dear Mayor Wheeler,

A major challenge in this is how to serve the homeless who do not want to be homeless and are seeking a route out of homelessness, without attracting additional homeless who prefer the homeless lifestyle. The first group deserves our care and attention, while the second group deserves to be gently but persistently encouraged to depart our fine city. Differentiating between these two groups is critical in creating policy and practical action. Our neighbor across the Puget Sound from us has clearly failed in this. Hopefully, we can learn from their mistakes.

Best Regards,

Glenn Stockton

360.621.8653

From: Wayne Sargent <wayne.sargent@outlook.com>
Sent: Friday, December 29, 2023 8:21 PM

To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

You might add the time/place for the meeting on the 17th.

See you there,

Wayne Sargent

Sent from my iPad

From: DrLovlie <drlovlie@yahoo.com>
Sent: Friday, December 29, 2023 8:14 PM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

I didn't see any mention that you were going to accept homeless from all over kitsap county?

K Lovlie

Sent from my iPhone

From: sheilaroberts sheilasplace.com <sheilaroberts@sheilasplace.com>
Sent: Friday, December 29, 2023 9:15 PM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

Mayor, I hope our city council will listen to the true boots on the ground experts when it comes to deciding how to work toward helping our homeless rather than buying into the small city within a city that you are proposing.

Sheila Rabe

From: Anton Preisinger <anton@nwhospitality.org>
Sent: Saturday, December 30, 2023 7:42 PM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>

Cc: City Council <City.Council@ci.bremerton.wa.us>; kitsapcommissioners@kitsap.gov; Charlotte Garrido <cgarrido@kitsap.gov>; kwalters@kitsap.gov; Michelle Fleetwood <m_fleetwood@yahoo.com>; dawnmichelewilson@gmail.com; Bailey Tupai <bailey2pai@gmail.com>; Marwan Cameron <gather2grow@g2g2.org>; Drayton Jackson-FHPM <DJackson@HomelessPovertyManagement.org>; Kelsey Stedman <kelsey.e.stedman@gmail.com>; kim siebens <kimmysiebens@yahoo.com>; kuyehara@gannett.com; david.nelson@kitsapsun.com; Kristal I. Thomas <Kristal.Thomas@ExpressPros.com>; Donel Steves <donel@through-linecoaching.com>; Anthony Ives <aives@kcr.org>; Jill Stanton <jstanton@bremertonhousing.org>
Subject: Re: My Proposal to Construct a Homeless 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.

The only way to avoid the unrestricted camping that occurred in our neighborhoods this past summer and is still rampant in the face of inadequate resources and housing is to actually provide people with the housing and resources they need to be secure. Homelessness is a very complex problem, we agree about that if nothing else, but the solutions need not be.

You acknowledge that pallet housing would be both valuable and holistic and you recognize that the housing would be utilized by people in need (they would "fill quickly") but these are negative outcomes in your perspective because the camping ordinance that hurts vulnerable community members, displaces people away from services, damages public relations with law enforcement, makes outreach and resource provision harder, and spreads the impacts of people living unsheltered throughout more of the city won't be enforceable. Somehow, you still fail to see that these are the very tools our community needs to provide a path into housing and services that people need so they aren't out there looking to camp in the city in the first place.

This conversation and your study sessions are a waste of everybody's time. You do not care and will not listen/have not cared and have not listened. We have examples of successful service networks as close as Tacoma but you refuse to use those as models. You pat yourself on the back for clearing MLK while my colleagues and I are still working with most of the people who were displaced from there or mourning their deaths.

If you actually cared, you would be having Rock The Block leaders (myself last among them, for the record) present, inform, and guide the city's actions, not do all the humanitarian work behind the scenes while you do your political dance. Instead, you want to waste more of our time watching and listening to city leadership blindly blow smoke and explore excuses for why the obvious solutions can't be pursued.

Your arrogance is so profound that you're putting up a proposal in opposition to the Bremerton Housing Authority, St. Vincent's, and Kitsap Community Resources - the very experienced professionals you should be consulting, not contending with. This inept leadership demonstrates clearly that your goals are different, and in conflict with, the goals of the people and organizations who have the interest of our homeless community members and the overall health of our city and county foremost in mind.

We absolutely need the shelter you are proposing but standing alone there is no question that it will fail to actually serve the vast majority of our most vulnerable. Of course, you'll still be pleased because you'll get to keep arresting, displacing, and otherwise abusing people who don't fit into your cookie-cutter shelter for any number of valid reasons you don't care to take the time to understand. The region ALSO needs sanctioned open-air encampment(s), AND pallet shelter solutions, AND the KRM Quality Inn shelter to operate as a part of a cohesive network of viable shelter and housing services with associated resources. Without multiple options, you will be ostracizing sick people, forcing them into unsafe situations, dooming them to further inequity and death while simultaneously dooming the communities you are responsible for to a whack-a-mole torment that will never solve anything because you refuse to provide adequate resources.

Those of us who know our unhoused community members personally and work immensely hard to show them compassion and connect them with resources would much rather work with you but you haven't seemed remotely interested in anything we have to do or say. Be that as it is, I'll be there with the rest of Rock The Block and others to sift through your wreckage, trying to be present for the lives dismissed in the aftermath of your careless policies.

Anton Preisinger

Founding Executive Director

Northwest Hospitality

888-222-5240

www.nwhospitality.org



From: Dr. Colleen Kragen <colleen.kragen@gmail.com>

Sent: Wednesday, January 3, 2024 2:56 PM

To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>

Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

Mayor Wheeler,

Thank you for sharing this with me. I'll do my best to attend. It looks like a good program! Happy new year.

Regards,

Colleen Kragen

From: Patricia Heavner <plynnh61@gmail.com>
Sent: Saturday, December 30, 2023 11:42 AM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

Dear Mr Greg Wheeler
Mayor of City of Bremerton

As a former Chemical Dependency Professional working at Kitsap Recovery Center for Kitsap county, I can appreciate the many facets of dealing with our crisis of unhoused. I firmly stand on your side when it comes to immediate actions. This email has been the first I've received that has been packed with information. I have supported your campaign and have voted each time for you, why because your first year you walked right up to myself and inquired what stress your visions for our city. I continue to vote for you as I see you walking to and from the same streets we all walk or drive on. I know you're aware of the seriousness of getting ahead of this NOW, we as a community can NO longer just accept sidewalk camping, there are just too many ramifications from this. When West Park was demolished and all those persons sent out to find housing, this was the beginning of a huge crisis. With our population increasing at a level I'm certain no one predicted, with mass immigration happening our available housing market for low income persons is just not available.

So then the county sells the recovery center to mental health system and poof no more immediate access to treatment, prior to even this DSHS gets rid of the ADATSA program which I ran for the whole country, I by the way in the state of WA had the HIGHEST amount of assessments completed and the highest amount of persons in treatment. My case load was 159 at any given time. When all these funding and beds went away trickle effect.....

I believe as a community we need to reconsider our current city council members.

Thank you for your continued hard work and commitment to Bremerton.

Patricia Heavner

From: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Sent: Tuesday, January 2, 2024 11:18 AM
To: Scott Richardson <sronmi@hotmail.com>
Subject: RE: My Proposal to Construct a Homeless Shelter in Bremerton

Good morning Scott,

I just wanted to take a moment to acknowledge I received and read your email. As a side note, drugs have been recriminalized as of August 2023 and I supported this happening. I will continue working with state representatives to ensure that law enforcement has the tools to keep our community safe. This will be an ongoing effort I am committed to.

Sincerely,

Greg Wheeler
Mayor
City of Bremerton
(360) 473-5266

From: Scott Richardson <sronmi@hotmail.com>
Sent: Monday, January 1, 2024 4:19 AM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless 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.

Greg,

The criminal justice 'solution' for drug use isn't working. While 'containing' the problem to a single location in Bremerton is a step in the right direction, you have more to do.

You need to march down to Olympia and tell those morons that the laws need to change. Speak the truth! Confront the leftist fascists!

We need to repeal the legalization of marijuana. We need to make war on addiction. Addicts need to be punished. They need to be shamed with an ankle bracelet that monitors them 24x7x365. If they fail to stay sober, then let's ship them off to someplace unpleasant until they get the message. Paying for an ankle monitoring device is cheaper, more humane, and more effective than prison.

For those that have already destroyed their minds, let's institutionalize them at an in-patient facility. It's better than scaping the bodies off the sidewalk and sending them to the morgue.

Regards,

Scott

From: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Sent: Saturday, December 30, 2023 3:14 PM
To: Scott Richardson <sronmi@hotmail.com>; Ann Richardson <ann.b.richardson@hotmail.com>
Cc: Kylie Finnell <Kylie.Finnell@ci.bremerton.wa.us>; Amanda Harvey <Amanda.Harvey@ci.bremerton.wa.us>; Brett Jette <Brett.Jette@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>; Jennifer Hayes <Jennifer.Hayes@ci.bremerton.wa.us>
Subject: RE: My Proposal to Construct a Homeless Shelter in Bremerton

Good afternoon Scott and Ann,

Thank you for your email. Drug use and public intoxication are crimes, and the city will enforce those laws. Once an arrest has been made, those individuals are turned over to the criminal justice system for their day in court and potential sentencing or deferred prosecution. In Bremerton we have made the decision to hold individuals accountable for those crimes. Municipal, District & Supreme court decisions are made separately and independent from my administration including the Bremerton Police Department. Those decisions are guided by laws (local, state, and federal) and past decisions from all the courts. When we see individuals released or prosecution deferred in Bremerton that is accomplished independently from me. One of my main takeaways from the hundreds of individuals who testified over the summer from all over Bremerton was that no one wanted camping anywhere in the city. I took that message to heart when developing my proposal and fully believe it offers the only path forward that will hold individual accountable, keep our neighborhoods safe, and offer support for those who will accept it. I believe we have the opportunity to be a shining example of how best to manage this difficult situation. Take care and Happy New Year.

Sincerely,

Greg Wheeler
Mayor
City of Bremerton
(360) 473-5266

From: Scott Richardson <sronmi@hotmail.com>
Sent: Saturday, December 30, 2023 5:54 AM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; Ann Richardson <ann.b.richardson@hotmail.com>
Subject: Re: My Proposal to Construct a Homeless 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 Greg,

Your proposal still doesn't address the core problems of drugs, mental illness and crime.

Think a little harder Greg. What can you do?

Here's a thought: What if drug use and public intoxication were a crime and convicted miscreants were forced to get help? Mandatory inpatient or outpatient treatment? Mandatory monitoring devices?

You can do a little better Greg. You're not stupid.

Regards,
Scott & Ann Richardson

From: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Sent: Tuesday, January 2, 2024 11:18 AM
To: Scott Richardson <sronmi@hotmail.com>
Subject: RE: My Proposal to Construct a Homeless Shelter in Bremerton

Good morning Scott,

I just wanted to take a moment to acknowledge I received and read your email. As a side note, drugs have been recriminalized as of August 2023 and I supported this happening. I will continue working with state representatives to ensure that law enforcement has the tools to keep our community safe. This will be an ongoing effort I am committed to.

Sincerely,

Greg Wheeler
Mayor
City of Bremerton
(360) 473-5266

From: Scott Richardson <sronmi@hotmail.com>
Sent: Monday, January 1, 2024 4:19 AM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless 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.

Greg,

The criminal justice 'solution' for drug use isn't working. While 'containing' the problem to a single location in Bremerton is a step in the right direction, you have more to do.

You need to march down to Olympia and tell those morons that the laws need to change. Speak the truth! Confront the leftist fascists!

We need to repeal the legalization of marijuana. We need to make war on addiction. Addicts need to be punished. They need to be shamed with an ankle bracelet that monitors them 24x7x365. If they fail to stay sober, then let's ship them off to someplace unpleasant until they get the message. Paying for an ankle monitoring device is cheaper, more humane, and more effective than prison.

For those that have already destroyed their minds, let's institutionalize them at an in-patient facility. It's better than scaping the bodies off the sidewalk and sending them to the morgue.

Regards,

Scott

From: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Sent: Saturday, December 30, 2023 3:14 PM
To: Scott Richardson <sronmi@hotmail.com>; Ann Richardson <ann.b.richardson@hotmail.com>
Cc: Kylie Finnell <Kylie.Finnell@ci.bremerton.wa.us>; Amanda Harvey <Amanda.Harvey@ci.bremerton.wa.us>; Brett Jette <Brett.Jette@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>; Jennifer Hayes <Jennifer.Hayes@ci.bremerton.wa.us>
Subject: RE: My Proposal to Construct a Homeless Shelter in Bremerton

Good afternoon Scott and Ann,

Thank you for your email. Drug use and public intoxication are crimes, and the city will enforce those laws. Once an arrest has been made, those individuals are turned over to the criminal justice system for their day in court and potential sentencing or deferred prosecution. In Bremerton we have made the decision to hold individuals accountable for those crimes. Municipal, District & Supreme court decisions are made separately and independent from my administration including the Bremerton Police Department. Those decisions are guided by laws (local, state, and federal) and past decisions from all the courts. When we see individuals released or prosecution deferred in Bremerton that is accomplished independently from me. One of my main takeaways from the hundreds of individuals who testified over the summer from all over Bremerton was that no one wanted camping anywhere in the city. I took that message to heart when developing my proposal and fully believe it offers the only path forward that will hold individual accountable, keep our neighborhoods safe, and offer support for those who will accept it. I believe we have the opportunity to be a shining example of how best to manage this difficult situation. Take care and Happy New Year.

Sincerely,

Greg Wheeler
Mayor
City of Bremerton
(360) 473-5266

From: Scott Richardson <sronmi@hotmail.com>
Sent: Saturday, December 30, 2023 5:54 AM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; Ann Richardson <ann.b.richardson@hotmail.com>
Subject: Re: My Proposal to Construct a Homeless 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 Greg,

Your proposal still doesn't address the core problems of drugs, mental illness and crime.

Think a little harder Greg. What can you do?

Here's a thought: What if drug use and public intoxication were a crime and convicted miscreants were forced to get help? Mandatory inpatient or outpatient treatment? Mandatory monitoring devices?

You can do a little better Greg. You're not stupid.

Regards,
Scott & Ann Richardson

From: Robin Luethe <r.l.luethe@gmail.com>
Sent: Monday, January 1, 2024 7:52 AM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

The Bremerton Police Chief Strachan, when my wife and I returned to Bremerton in 2015, was well familiar with the neighborhood I was talking about. He noted that County law enforcement was not equipped to deal with that sort of urban problem. Oddly, my two nephews still live there, and a friend of theirs has one of the three family homes. They are all upstanding citizens. Something Chief Strachan said has always stuck with me, that 80%, maybe more, of those homeless are not criminally minded and do not represent a danger to themselves or to their neighbors. It is that 10-20% who cost so much that can destroy most efforts to look after the 80%.

On Sat, Dec 30, 2023 at 1:21 PM Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us> wrote:

Hi Robin,

Thank you for your email. I really appreciate you taking the time to review my proposal and offer your encouragement and support. That means a lot to me. One of my main takeaways from the hundreds of individuals who testified over the summer from all over Bremerton was that no one wanted camping anywhere in the city. I took that message to heart when developing my proposal and fully believe it offers the only path forward that will hold individual accountable, keep our neighborhoods safe, and offer support for those who will accept it. On another note, I would like to include officials from the Bremerton Police Department in my reply for their information and follow up. Even though the property you are reporting is in the county, you are being affected as a Bremerton resident and that concerns me. Take care Robin and Happy New Year.

Sincerely,

Greg Wheeler
Mayor
City of Bremerton
(360) 473-5266

From: Robin Luethe <r.l.luethe@gmail.com>
Sent: Saturday, December 30, 2023 12:41 PM
To: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: My Proposal to Construct a Homeless Shelter in Bremerton

Thank you for this email and well throughout solution for a most difficult problem. Probably my only suggestion is that smaller 'tent cities' throughout the city might be more acceptable to the citizenry. The old cartoon and its now famous line somehow applies. We have met the enemy and he is us. Those folks in tent cities are us, or at least and often our family, friends, classmates. Also to keep costs under control surveillance cameras with recording can allow tracking down dangerous behavior.

You might be interested, and likely heard about it, the neighborhood next door to our family home near Kitsap Lake has become somewhat of a tent city. It is a peninsula of county surrounded by the city. The family friends had one dysfunctional son, he lived there with his pals (drug addicts all) until his death. His sibling still has not found a plan to clear out the survivors. It all has been quite sad, a number of our growing up friends fell into that category. Robin

From: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Sent: Friday, January 5, 2024 4:43 PM
To: Jennifer Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>; Travis Merrigan <bikebremerton@gmail.com>
Cc: City Council <City.Council@ci.bremerton.wa.us>; Jennifer Hayes <Jennifer.Hayes@ci.bremerton.wa.us>
Subject: RE: Congrats Madam President + Safe Streets + Tiny Homes

Thank you Council President and Travis for including me in this conversation. I'm looking forward to working with council in 2024 and taking a giant step towards improving the lives of our most vulnerable citizens (those who are not eligible or ready for the housing solutions that have been discussed recently) and protecting our neighborhoods at the same time. My proposal (with council's support) will accomplish that. As Salvation Army (SA) Captain, Dana Walters, briefed the council recently, many of the individuals staying at the SA shelter are not eligible for the housing options, including pallets, that are being suggested. They will again, be unsheltered and camping in neighborhoods, without our support. I'm looking forward to ensuring that does not happen again. Take care and Happy New Year!

Sincerely,

Greg Wheeler
Mayor
City of Bremerton
(360) 473-5266

From: Jennifer Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>
Sent: Friday, January 5, 2024 4:00 PM
To: Travis Merrigan <bikebremerton@gmail.com>
Cc: City Council <City.Council@ci.bremerton.wa.us>; Jennifer Hayes <Jennifer.Hayes@ci.bremerton.wa.us>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: Re: Congrats Madam President + Safe Streets + Tiny Homes

Hi Travis!

Thank you so much for the welcome. I'm humbled and excited to serve the city as council president this year.

I am copying Mayor Wheeler and his staff on your ideas. I am looking forward to our discussion this week regarding the proposed homeless shelter. This shelter will be a step up from what is currently offered to our houseless population. I trust that Mayor Wheeler is doing his best to raise resources to make it happen but it will be a heavy lift for sure.

Thank you for being so involved and providing public comment. Your energy is a welcome addition and I look forward to chatting with you again in the future.

Jennifer Chamberlin
District 1
Bremerton City Council President

From: Travis Merrigan <bikebremerton@gmail.com>
Sent: Friday, January 5, 2024 1:55 PM
To: Jennifer Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>
Subject: Re: Congrats Madam President + Safe Streets + Tiny Homes

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.

Also worthy for consider for low cost housing. 'Co-Living' spaces

<https://www.sightline.org/2024/01/05/washington-bill-would-legalize-low-cost-co-living-homes/>

On Thu, Jan 4, 2024 at 9:22 AM Travis Merrigan <bikebremerton@gmail.com> wrote:
CP Chamberlin,

Congrats on being elected President.

I work hard on safe streets, not only for safety of cyclists and school kids, but also because transit/bike streets allow low income people to survive without a car, a huge expense for a low-income family.

Also, I care about homelessness. I don't have a strong opinion about the Oyster Bay site, other than - that alone won't be enough and the City can't do it all on its own. I think tiny home villages deserve to be part of the solution.

The recent proposal for 'Pallet Homes' was pretty good, but pretty damn expensive. Seattle does it way cheaper per tiny home. My Seattle office is 300 feet from [this tiny home village](#), which is quiet, safe and a great neighbor. 76 little, individually built homes, none of which cost much to build. [Check this Seattle tiny home video if you have a minute](#). I think Bremerton needs 2 or 5 of these little villages, and that the City should partner with Churches (churches have the right under state law to house the homeless - see below) to build them in several places.

Anyway, I'm really optimistic that you and I can partner on both safe streets stuff, and that I can be an asset in finding humanitarian solutions to homelessness in Bremerton.

Cheers,

Travis Merrigan

Here's some relevant info on churches and homeless shelters (I'm not religious and don't belong to any church, but I would consider joining or start one to do this).

Limits on Local Government Regulation of Religious Organizations Providing Homeless Shelters

Federal and Washington State law provides religious organizations with more leeway than non-religious entities to provide shelter or housing to persons experiencing homelessness on property that the entity owns or controls. These laws put some limits on the ability of local governments to regulate encampments, shelters, and car camping on such properties, outside of what is “reasonable” regarding occupancy, intensity of use, and spacing for the sake of public health and safety. Additionally, local government regulations cannot substantially burden the decisions or actions of a religious organization. For more information, see the MRSC blog post [2020 Legislation on Temporary Homeless Encampments](#).

Relevant Federal and State Statutes

- [42 U.S.C. 2000cc](#) – Religious Land Use and Institutionalized Persons Act (RLUIPA)
- [RCW 36.01.290](#) (counties), [35A.21.360](#) (code cities), and [35.21.915](#) (other cities and towns) – Provide that any conditions imposed by cities and counties:
 - Must be necessary to protect public health and safety, and
 - Must not substantially burden the decisions or actions of a religious organization regarding the location of housing or shelter for homeless persons on property owned by the religious organization.

From: Lisa Levy <llevy@jspllc.com>
Sent: Tuesday, January 9, 2024 4:22 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: 1-10 Study Session Questions

Hello,

I would like to request that my questions are added to the study session packet for the City Council Study Session tomorrow, 1/10, regarding the Mayor's proposed shelter. Please let me know if this email is received in time.

I would really like to thank the City Council Members for their well thought out questions. I appreciate all the time and effort they have put into reviewing the Mayor's proposal as well as the 2nd proposal now being presented from the experts.

I did have several other questions and concerns regarding the Mayor's proposal that I do not think have been addressed:

- How does the Mayor respond to the subject matter experts' concerns that his project will not help our unsheltered community members get back on their feet?
- Did the Mayor consider proposals he received from subject matter experts earlier in the process? Did the mayor consider the proposal he received from Eagles Wings Coordinated Care in March of 2023? Why or Why not?
- The Salvation Army has noted that many clients need accommodation for their pets. How will the Mayor's proposal accommodate pets?
- Who will monitor and control for health outbreaks in clients and pets?
- What is the next step after the sprung shelter for the unhoused to find permanent housing?
- Does the mayor have any concerns about the fact that congregate, sprung shelters have substantially lower rates of success than alternative service models?
- How long will individuals be permitted to stay in the sprung shelter under the Mayor's proposal?
- What are the operations and maintenance costs of the Mayor's Proposal?
 - Where are these operational costs described?
 - Who designed the budget for such operating costs, and what are their qualifications?
 - When the Shelter opens, who will be responsible for paying operations and maintenance costs?
 - Has a funding stream been identified?
 - If so, when will those funds become available? Are such funds committed by the funder?

- How long is this \$5.4 million “temporary” shelter going to be here for?
- Where is the documentation of this timeline?
- Are there or will there be any restrictions on state capital funds for the purpose of such a temporary use?
- What is the intended use of the site after this shelter is removed?
- How much additional money will be needed to shift the shelter to a different location?
- How will the relocation and/or the permanent facility be funded?
- Will the “sprung shelter” infrastructure remain property of the City after the relocation? What are the plans to store and/or maintain it for reuse?
- It has been mentioned that the current Salvation Army site is rarely full – why does the mayor want to build for 100 beds?
 - Is this proposal solving for a Bremerton issue or a County issue?
 - Has an interlocal agreement been executed, and if so, may we see its terms? Was the Council consulted on the terms of this interlocal agreement?
- I understand that public agencies are required to follow strict procurement rules. The Mayor mentioned that the Salvation Army has agreed to run the shelter. In an earlier meeting, he commented that the City “may need to go out with an RFP” for operations. This will be a sizeable contract and should require a formal solicitation of services through a Request for Proposal. How has the Mayor determined that the Salvation Army will operate the shelter? Has there been a formal procurement for these services?
- Who is funding this project and what is the 1/20 deadline for? What is the process for approvals on this funding?

Thank you,

Lisa Levy

From: Roy Runyon <sealance2449@gmail.com>

Sent: Tuesday, January 9, 2024 4:24 PM

To: City.council@bremerton.ci.wa.us; City Council <City.Council@ci.bremerton.wa.us>; aives@kcr.org

Subject: Kitsap County Homes For All tiny shelters

To Whom It May Concern,

The Kitsap County Homes For All program has eight to twelve 96 sq. foot shelters in South Kitsap that have gone unused since inception of the program in 2017-2018. Acquiring these for use in a congregate homeless facility could reduce capital costs. Please see the link below for information on the County's program:

https://www.kitsapgov.com/BOC_p/Pages/HomesForAll.aspx

Regards,

Roy Runyon
360-440-0620

From: Ambrose Manager <ambmgr@amcllc.net>
Sent: Tuesday, January 9, 2024 4:52 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: Ambmgr@amcllc.net
Subject: Ambrose Apartments - Questions & Concerns for Mayors Proposal
Importance: High

Good evening,

I am reaching out from the Ambrose Apartments on behalf of my property's employees, residents, and our neighboring homes of the area.

Thank you in advance for your time, and information – I would like to request confirmation of receipt, as well as to confirm that this email will be part of the study session packet please!

Please see below;

We appreciate the Mayor providing renderings of the outside of the proposal. What will the inside of the proposal be like? How many persons per room?

How much privacy does the Mayor's proposal provide for its clients? What is the bathroom setup?

RPM, the Mayor's expert in sprung shelters, has said that this type of shelter is not a good setup for children, because of concerns about safety from sex offenders. Has the mayor evaluated these concerns? Does the mayor have any concerns about risks to children or the City?

Originally, it appears that the Mayor's proposal would not have included families. Other information has differed. As presented today, will the Mayor's proposal allow families? How will it accommodate their needs?

Will the Mayor's sprung shelter have any windows?

Will the Mayor's sprung shelter have any laundry available on site? Where is the nearest laundromat?

Salvation Army has noted that they are short-staffed and already have a difficult time staffing their own smaller shelter. How will the Mayor's proposal support them in providing service to up to 100 people in the proposed congregate environment?

Will all of the clients be required to depart from the shelter during any given hours or time of day?

Are any social services available in this neighborhood for the clients of the proposed shelter?

How well will the proposed shelter be served by transit?

What is the mayor's plans to help clients reach jobs and services?

What is the mayor's plans to mitigate potential effects on parks, schools and senior housing that are within a mile, and in many instances within 100 feet? Have funding streams been identified to mitigate potential effects?

Thank you,

Chloe Ashcraft
Property Manager – Ambrose Apartments

smknight1953@comcast.net

1/3/2024 10:13 PM

To: Jeff Coughlin, rep. district #3

FROM: SHIRLEY KNIGHT <smknight1953@comcast.net>

Re: Pallet Housing/Tiny houses for Homeless

Am I correct in understanding that this option does NOT include bathrooms? Admittedly plumbing would increase the cost, but is not hygiene and health worth it ???! Are there some public bathrooms close by that precludes the necessity for individual toilets? Truly, I cannot imagine shelter without a bathroom. Please advise.

This shelter for the homeless has gone on waaaaaay too long...it is the dead of winter, as you know, and January is very late for a decision of this kind. I am disappointed not only in the Council's reaction to this crisis, but also the Mayor of Bremerton !!!

Shirley

Jeff, I bet you're more frustrated than I am!
S.

Received by Bremerton City Council Office
Date *1/10/23*

1135 Wheaton Way Apartment B1
Bremerton, WA 98310-4470

From: Sarah Setty <settysm30@gmail.com>
Sent: Wednesday, January 10, 2024 3:32 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Outrageous!

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 Sarah Setty and I am a member of the Bay Vista Community. We were just informed that today that Jennifer Chamberlin took the nonprofits such as BHA off of the agenda this evening. Eventually they were placed on the agenda again but only given 10 minutes at the end of the session. I have attached the message the Bay Vista community received this afternoon. After all that has been said, shown, and expressed, how could she dare say that an alternative proposal was not necessary. This seems like a major stab in the back by the newly appointed President and I shudder to think of what the rest of this year with her at the helm has in store. Perhaps it was not deemed necessary since it is not her district currently at risk by the mayor's proposal. I hope this gets addressed and explained to the community.

We already feel as a community that we are unheard, unseen, and unimportant. Situations like this only show us that we are correct.

 Connecting...

I am angry writing this. This morning, the nonprofits making the alternative shelter proposal to city council tonight, discovered they were NOT on the agenda. One of them called & was told by new Chair, JENNIFER chamberlain, that she took them off the agenda because she. Believes in The mayor & the alternate proposal wasn't needed. She eventually reversed her decision & has now told the nonprofits they will get only 10 minutes at the END of tonight's meeting to present. This is Outrageous! Please attend tonight if you can. If she shuts down the nonprofits, please protest verbally!

13:51

From: Jennifer Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>
Sent: Wednesday, January 10, 2024 4:41 PM
To: City Council <City.Council@ci.bremerton.wa.us>; settysm30@gmail.com
Subject: Re: Public Comments - Outrageous! (Sarah Setty)

Ms. Setty,

You were misinformed. I never removed the community partners from the agenda. I only learned about this agenda oversight today thanks to Anna Mockler. When there is a transition of leadership there will always be communications that will need to be caught up on. This morning I called Tony Ives and asked him to attend. He will receive roughly the same amount of time as the mayor which is fair. Please feel free to reach out if you need any clarification. I am a straight shooter publicly and one-on-one. Take good care.

Jennifer Chamberlin
District 1
Bremerton City Council President

From: Brian Smith <brian.smith.7064@icloud.com>
Sent: Wednesday, January 10, 2024 4:19 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Bremerton City Council Study Session

Hello City Council,

I am requesting that a member of your legal team provide an official explanation as to the legal ability of the Council Chair removing an agenda from a study session, knowing they would be on vacation in a different state. The study session, in question, is exactly one week from a vote which will have considerable sociopolitical implications. The removal of the agenda item prevents key stakeholders from receiving adequate attention before a critical vote and the Chair has, essentially, impaired the full understanding of the rest of the council.

I look forward to the City's response.

-Brian Smith

From: Jennifer Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>
Sent: Wednesday, January 10, 2024 5:40 PM
To: City Council <City.Council@ci.bremerton.wa.us>; brian.smith.7064@icloud.com
Cc: Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>; Kylie Finnell <Kylie.Finnell@ci.bremerton.wa.us>
Subject: Re: Bremerton City Council Study Session

Mr. Smith,

I am copying and pasting a reply sent to another concerned person.

You were misinformed. I never removed the community partners from the agenda. I only learned about this agenda oversight today thanks to Anna Mockler. When there is a transition of leadership there will always be communications that will need to be caught up on. This morning I called Tony Ives and asked him to attend. He will receive roughly the same amount of time as the mayor which is fair. Please feel free to reach out if you need any clarification. I am a straight shooter publicly and one-on-one. Take good care.

Jennifer Chamberlin
District 1
Bremerton City Council President

From: Roy Runyon <sealance2449@gmail.com>

Sent: Wednesday, January 10, 2024 10:01 PM

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

Subject: Alternative Resolution: Low-Barrier Walk-up Congregate Homeless Shelter

To Whom It May Concern,

I suggest preparation of an alternative resolution to the one preferred by the Administration.

The alternative motion might read: Move to approve Resolution _____ directing that the Administration develop a low-barrier walk-up hybrid model homeless shelter program in conjunction with various community partners at one or more locations.

Regards,

Roy Runyon

From: Roy Runyon <sealance2449@gmail.com>

Sent: Wednesday, January 10, 2024 9:39 PM

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

Subject: Possible Funding Source for Congregate Homeless Shelter Capital and Operations

To Whom It May Concern,

I and other citizens have mentioned a possible funding source for capital and operations costs for a proposed congregate homeless shelter. 1/10 of 1% (county-wide sales tax) for Mental Health and Substance Abuse funding Proposals are evaluated by a volunteer committee led by Doug Washburn. This committee's recommendations are passed onto the Kitsap County Commissioners for approval and funding.

Here's a link providing specifics of the County's program:

<https://www.kitsapgov.com/hs/Pages/CAC-LANDING.aspx#:~:text=13,See%20the%202024%20awards.>

Regards,

Roy Runyon

From: Roy Runyon <sealance2449@gmail.com>

Sent: Wednesday, January 10, 2024 5:25 PM

To: aives@kcr.org; City.council@bremerton.ci.wa.us; City Council <City.Council@ci.bremerton.wa.us>

Subject: FYI: Redmond's Oasis Village welcoming first 20 residents to new transitional housing community - KTVZ

<https://ktvz.com/news/redmond/2024/01/09/redmonds-oasis-village-welcoming-first-20-residents-to-new-transitional-housing-community/>

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

C12

SUBJECT: Resolution to adopt the
International Holocaust Remembrance
Alliance working definition of antisemitism

Study Session Date: January 10, 2024
COUNCIL MEETING Date: January 17, 2024
Department: City Council
Presenter: Jeff Coughlin
Anna Mockler
Phone: (360) 473-5280

SUMMARY: In order to better address antisemitism, the City Council wants to adopt the International Holocaust Remembrance Alliance working definition of antisemitism as an additional tool to recognize and respond to hate speech and crimes. The proposed resolution is similar to those that have been adopted by several cities and jurisdictions around Puget Sound, nationally, and internationally. This item was continued from the December 13, 2023 Study Session.

ATTACHMENTS: 1) Proposed Resolution; and 2) IHRA Working Definition of Anti-Semitism Booklet

FISCAL IMPACTS (Include Budgeted Amount):

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve Resolution No. _____ to adopt the International Holocaust Remembrance Alliance working definition of antisemitism and to serve as a tool to identify and combat antisemitism.

COUNCIL ACTION: Approve Deny Table Continue No Action

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Bremerton, Washington, adopting the International Holocaust Remembrance Alliance working definition of antisemitism for the City of Bremerton, to serve as a tool to identify and combat antisemitism.

WHEREAS, the City of Bremerton is one of the most diverse in Kitsap County and Washington State, and our Jewish residents are an important part of the city's fabric, with members at Congregation Beth Hatikvah contributing in many ways to the community, and;

WHEREAS, hate and bias are not acceptable in our community, and the City Council remains committed to our vision of welcoming the world and recognizing diversity as a key strength for the city and our character, and;

WHEREAS, numerous local, state, and federal law enforcement agencies have reported an extreme and alarming rise in antisemitic hate crimes and violence, and;

WHEREAS, Bremerton residents are encouraged to report any potential hate crimes to Bremerton police and the Federal Bureau of Investigation, and;

WHEREAS, at the October 18th, 2023, City Council Meeting, white supremacists spewed antisemitic hate speech during Public Recognition targeted at our Jewish community, and;

WHEREAS, on May 26, 2016, the International Holocaust Remembrance Alliance ("IHRA") members adopted the following non-legally binding working definition of antisemitism: "A certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities", and;

WHEREAS, the City Council supports the May 26, 2016, International Holocaust Remembrance Alliance (IHRA) working definition of antisemitism, which helps protect all people in Bremerton from acts of hate and bigotry, and;

WHEREAS, the IHRA working definition has proven to be an essential tool for government and law enforcement agencies as they work to identify contemporary manifestations of antisemitism, and both respond directly to it and provide training and education about it;

NOW THEREFORE,

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

SECTION 1. The City Council adopts the International Holocaust Remembrance Alliance’s working definition of antisemitism in full for the City of Bremerton, including the examples provided by the IHRA, to serve as a tool to identify and combat antisemitism in Bremerton.

SECTION 2. The City Council condemns all forms of antisemitism, both in word and in deed, as defined by the IHRA working definition and its provided examples, as supporters and allies of our Jewish community.

SECTION 3. The City Council strongly stands against hate, bias, and violence based on race, nationality, ethnicity, religion, sex, gender, sexual orientation, and/or disability, and urges all residents to come together and support our Jewish neighbors.

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

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

PASSED by the City Council of the City of Bremerton, Washington this _____
day of _____, 2023.

JEFF COUGHLIN, Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

THE WORKING DEFINITION OF ANTISEMITISM

What Does It Mean, Why Is It Important,
and What Should We Do With It?

THE WORKING DEFINITION OF ANTISEMITISM

What Does It Mean, Why Is It Important,
and What Should We Do With It?

Over two decades ago, beginning in 2001 and 2002, we witnessed a surge in antisemitic incidents in Western Europe, with attacks on Jewish targets including schools and synagogues. Governments were slow to recognize them, let alone respond to them. They were frequently dismissed as reactions to the Middle East conflict, as though anger toward Israel somehow explained harassing Jewish worshipers or threatening Jewish schoolchildren. Traditional forms of antisemitism such as claims of Jewish control of the economy or the media, world conspiracies such as those described in the *Protocols of the Elders of Zion*, and medieval charges of blood libel may have been better understood. But, as the OSCE Berlin Declaration stated in 2004, antisemitism had taken on “new forms and manifestations.”

In response, the European Monitoring Centre on Racism and Xenophobia (EUMC) conducted its first study of antisemitism in the European Union in 2004. In direct interviews with Jewish community leaders, it found a high degree of anxiety and concern. But its national monitors discovered that the available data was quite limited, and most of them did not even have a definition of antisemitism to guide their analysis. American Jewish Committee (AJC) and other experts in the Jewish community stepped in. Working closely with the leadership of the EUMC, they drafted a comprehensive definition of antisemitism, including clear examples of the various forms it could take. This included traditional tropes, the growing problem of Holocaust denial, and the new forms that related to Israel, such as demonizing the Jewish State or holding local Jewish communities responsible for its actions. It was issued in early 2005, by the EUMC as a “working definition” to help government and civil society monitors as well as law enforcement in their work. It was quickly employed by the U.S. State Department to frame its international reports on antisemitism and was incorporated into training materials for police cadets in the United Kingdom.

THE IHRA WORKING DEFINITION

In 2009, the EUMC was replaced by the EU Agency for Fundamental Rights (FRA) with a broader and different mandate. FRA later determined that it would not provide a definition of any form of prejudice or intolerance, including antisemitism, which instead should be left to the individual victim group to describe. Elements of the Working Definition helped shape FRA's important surveys of Jewish experiences and perceptions of antisemitism, but it now lacked an official home.

The International Holocaust Remembrance Alliance (IHRA), an organization of 31 nations at the time, including most of Europe as well as Israel and the United States, stepped in. With its focus on Holocaust education, it had already addressed the problem of Holocaust denial, and it was determined to find the tools to fight antisemitism. In 2016, under the leadership of Romania, IHRA formally adopted *The Working Definition of Antisemitism*, a slightly-edited version of the original EUMC document. Thus, we speak today of the IHRA Working Definition.

ANTISEMITISM AS IT RELATES TO ISRAEL

The most useful—and for some the most controversial—of the examples provided in the definition are those related to the State of Israel. They are intended to explain where and how anti-Israel animus can become a form of antisemitism, separate and apart from criticism of Israel. These include drawing analogies to the Nazis, declaring Israel a racist—and thus illegitimate—endeavor, holding it to standards expected of no other democratic state, and holding Jews collectively responsible for its actions. These examples are reflected in the 2018 FRA survey and track what the vast majority of European Jews themselves consider antisemitic.¹ Some critics of Israel have unfairly claimed that the Working Definition is intended to label them as antisemites. In fact, its careful wording leaves a wide berth for sharp and vigorous criticism of Israel's government and policies. It is a “non-legally binding” definition intended to guide and educate. It is not a means to squelch debate or free speech, and those who misuse it in this way should be opposed.

1. Experiences and perceptions of antisemitism/Second survey on discrimination and hate crimes against Jews in the EU.” European Union Agency for Fundamental Rights. Luxembourg: Publications Office of the European Union, 2018.

EMPLOYING THE WORKING DEFINITION

The Working Definition of Antisemitism is being utilized by various government and non-government agencies to train police, prosecutors, and judges and to inform civil society monitors and educators.

TRAINING AND EDUCATION

- AJC uses the IHRA Working Definition in its training on understanding antisemitism for entertainment companies and corporations.
- The European Commission published a handbook² for the practical use of the IHRA Working Definition, which provides practical applications of the definition.
- The United Kingdom College of Policing uses the Working Definition in its Hate Crime Operational Guidance for police training.
- The German Foreign Office has issued a directive for all its staff to confront antisemitism based on the IHRA Working Definition. In Germany, it is also included in handouts of the Police Reporting Service.
- RIAS Berlin uses the Working Definition to train judiciary officials on how to identify antisemitism.
- The NGO CEJI-A Jewish Contribution to an Inclusive Europe holds an annual training for EU officials on antisemitism using the Working Definition.
- The Mauthausen Memorial in Austria (at the site of the former concentration camp) utilizes the Working Definition in its police training.
- In Poland, the government disseminated it among universities and sports associations.
- The United Kingdom Judicial College included the Working Definition in its 2018 guidance to judges.
- It is used by Finland in the training of its national police.
- The Estonian Academy for Security Sciences added the Working Definition to its curriculum.
- In Serbia, the IHRA Working Definition is used by the Office for Human and Minority Rights to educate its staff and the public.

DATA COLLECTION

- Several NGOs in EU member states utilize the Working Definition in recording data on antisemitism hate crimes, including the UK's Community Security Trust and Austria's Forum Against Antisemitism.

2. “Handbook for the practical use of the IHRA working definition of antisemitism.” Publications Office of the European Union. Published 07 January 2021. <https://op.europa.eu/en/publication-detail/-/publication/d3006107-519b-11eb-b59f-01aa75ed71a1/language-en>

- The OSCE’s Office of Democratic Institutions and Human Rights’ (ODIHR) practical guide on *Understanding Antisemitic Hate Crimes and Addressing the Security Needs of Jewish Communities* includes the IHRA Working Definition as a resource for its 57 participating States and recommends that governments collect sound data on antisemitism to develop evidence-based responses to counter it.

ENDORSEMENT OF THE WORKING DEFINITION

Since 2016, the IHRA Working Definition has been recommended and endorsed by a growing number of international and regional organizations and their leaders. These include the Chairperson-in-Office of the Organization for Security and Cooperation in Europe (OSCE) and the OSCE Parliamentary Assembly, the European Parliament and the Council of the European Union, the United Nations Secretary General and the UN Special Rapporteur on Freedom of Religion and Belief, the Secretary General of the Organization of American States (OAS), and the Vice President of the European Commission, among others.

In March 2021, Secretary of State Antony Blinken said that the Biden Administration, “enthusiastically embraces” the IHRA Working Definition.

THE WORKING DEFINITION ON COLLEGE CAMPUSES

Colleges and universities around the world have endorsed or adopted the IHRA Working Definition to denounce antisemitism and protect Jewish students from bias. Dozens of universities in the United States have passed resolutions condemning antisemitism and adopting language from the IHRA Working Definition since 2015.³ Universities across the United Kingdom have adopted the IHRA Working Definition, including the vast majority of Russell Group institutions such as University of Cambridge and Oxford University. UK Education Minister Gavin Williamson announced in October 2020 that universities that failed to adopt the IHRA Working Definition could be subject to “robust actions” including suspended funding. The 84 member universities of the German

3. “U.S. CAMPUS ADOPTION OF THE WORKING DEFINITION.” AJC.org. <https://www.ajc.org/us-campus-adoption-of-the-working-definition>

Rectors' Conference (HRK) “emphatically welcomed” the IHRA Working Definition of Antisemitism in a resolution of the 27th General Meeting of the HRK in November 2019. On March 1, 2021, the Global Student Forum (GSF), representing 183 student associations from 118 countries, passed a motion to combat antisemitism, which included adoption of the IHRA Working Definition of Antisemitism.

USE OF THE WORKING DEFINITION IN THE U.S.

By an act of Congress in 2004, the U.S. Department of State is obligated to monitor and combat antisemitism internationally and appoint a Special Envoy (recently elevated to Ambassador at Large) to oversee this work. When evaluating the problem, the Department makes use of the IHRA Working Definition. Since 2017, the U.S. Department of Education has used the IHRA Working Definition when assessing the problem of antisemitism on college campuses. A Presidential Executive Order of 2019, mandated the U.S. Department of Education and other Federal Agencies that have a responsibility to address the problem of antisemitism to employ the IHRA Working Definition in these efforts. Over half of all U.S. states and dozens of local municipalities have passed resolutions adopting the IHRA Working Definition of Antisemitism.

ADOPTION OF THE WORKING DEFINITION

The following countries have adopted the *IHRA Working Definition of Antisemitism* (as of July 2023):

- Albania (parliamentary resolution in October 2020)
- Argentina (Government decision in June 2020)
- Australia (Government decision in October 2021)
- Austria (Government decision in April 2017)
- Belgium (Senate resolution in December 2018)
- Bosnia (Government decision in July 2022)
- Bulgaria (Government decision in October 2017)
- Canada (Government decision in June 2019)
- Colombia (Government decision in June 2022)
- Croatia (parliamentary resolution in January 2023)
- Cyprus (Government decision in December 2019)
- Czech Republic (parliamentary resolution in January 2019)

- Estonia (Government decision in April 2021)
- Finland (Government decision in February 2022)
- France (parliamentary resolution in December 2019)
- Germany (Government decision in September 2017)
- Greece (Government decision in November 2019)
- Guatemala (parliamentary resolution in January 2021)
- Hungary (Government decision in February 2019)
- Israel (Government decision in January 2017)
- Italy (Government decision in January 2020)
- Kosovo (Government decision in September 2020)
- Latvia (Government decision in April 2023)
- Lithuania (Government decision in January 2018)
- Luxembourg (parliamentary resolution In July 2019)
- Moldova (Government decision in January 2019)
- The Netherlands (parliamentary resolution in November 2018)
- North Macedonia (parliamentary resolution in March 2018)
- Panama (Government decision in July 2023)
- Philippines (Government decision in February 2022)
- Poland (Government decision in October 2021)
- Portugal (Government decision in July 2021)
- Romania (Government decision in May 2017)
- Serbia (Government decision in February 2020)
- Slovakia (parliamentary resolution in December 2018)
- Slovenia (Government decision in December 2018)
- South Korea (Government decision in August 2021)
- Spain (Government decision in July 2020)
- Sweden (Government decision in January 2020)
- Switzerland (Government decision in June 2021)
- United Kingdom (Government decision in December 2016)
- United States (Executive order in December 2019)
- Uruguay (Government decision in January 2020)

In addition to governments and multi-governmental organizations, others who have adopted the *IHRA Working Definition of Antisemitism* include:

- Professional Sports Organizations, including The Premier League, the world's most-watched sports league
- Corporations, including Daimler, Deutsche Bahn, Deutsche Bank, Volkswagen, and Borussia Dortmund
- The Media, such as the Bulgarian News Agency (BTA)

THE FULL TEXT OF THE IHRA WORKING DEFINITION:

On 26 May 2016, the IHRA Plenary decided to adopt the following non-legally binding working definition of Antisemitism:

Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.

To guide IHRA in its work, the following examples may serve as illustrations: Manifestations might include the targeting of the state of Israel, conceived as a Jewish collectivity. However, criticism of Israel similar to that leveled against any other country cannot be regarded as antisemitic. Antisemitism frequently charges Jews with conspiring to harm humanity, and it is often used to blame Jews for “why things go wrong.” It is expressed in speech, writing, visual forms and action, and employs sinister stereotypes and negative character traits.

Contemporary examples of antisemitism in public life, the media, schools, the workplace, and in the religious sphere could, taking into account the overall context, include, but are not limited to:

- Calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion.
- Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as collective — such as, especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions.
- Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, or even for acts committed by non-Jews.
- Denying the fact, scope, mechanisms (e.g. gas chambers) or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its supporters and accomplices during World War II (the Holocaust).

- Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust.
- Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations.
- Denying the Jewish people their right to self-determination, e.g., by claiming that the existence of a State of Israel is a racist endeavor.
- Applying double standards by requiring of it a behavior not expected or demanded of any other democratic nation.
- Using the symbols and images associated with classic antisemitism (e.g., claims of Jews killing Jesus or blood libel) to characterize Israel or Israelis.
- Drawing comparisons of contemporary Israeli policy to that of the Nazis.
- Holding Jews collectively responsible for actions of the state of Israel.

Antisemitic acts are criminal when they are so defined by law (for example, denial of the Holocaust or distribution of antisemitic materials in some countries).

Criminal acts are antisemitic when the targets of attacks, whether they are people or property—such as buildings, schools, places of worship and cemeteries—are selected because they are, or are perceived to be, Jewish or linked to Jews.

Antisemitic discrimination is the denial to Jews of opportunities or services available to others and is illegal in many countries.

AJC

**American Jewish
Committee**

AJC's mission is to enhance the well-being of the Jewish people and Israel, and to advance human rights and democratic values in the United States and around the world.



[AJC.org](https://www.ajc.org)



[/AJCGlobal](https://www.facebook.com/AJCGlobal)



[@AJCGlobal](https://twitter.com/AJCGlobal)



[@AJC.Global](https://www.instagram.com/AJC.Global)

**Published for
December 13
Study Session**

ITEM A10 – Public Comments

From: Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>
Sent: Tuesday, December 12, 2023 11:37 AM
To: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>; Jennifer Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>
Cc: City Council <City.Council@ci.bremerton.wa.us>
Subject: Resolution Re Anti-Semitism

So this looks ok to me with one suggested change to Section 3 in the Resolution -- remove the highlighted final clause. Then we have a resolution condemning ALL hate speech and actions. We could also replace this clause with "and urges all of us to call out and stand against hate-filled words and deeds".

I also suggest that we emphasize that, no matter what the US Congress thinks, we stand with the many Jewish reps who urged their colleagues NOT to pass a resolution calling anti-Zionism the same thing as anti-semitism. Because they are not the same thing. Page 3 of the IHRA Working Definition of Anti-Semitism states that the definition's "careful wording leaves a wide berth for sharp and vigorous criticism of Israel's government and policies."

Yours,
Anna

SECTION 3. The City Council strongly stands against hate, bias, and violence based on race, nationality, ethnicity, religion, sex, gender, sexual orientation, and/or disability,
and urges all residents to come together and support our Jewish neighbors.

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

From: Jennifer Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>
Sent: Wednesday, December 13, 2023 11:48 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Hate speech

Here is a great article from MRSC regarding how to address hate speech. For consideration is the council resolutions denouncing hate speech that have passed in King County, Port Angeles, and Kenmore. Let's please add those items for consideration. The links are embedded at the end of the article. Thank you.

<https://mrsc.org/stay-informed/mrsc-insight/november-2023/addressing-hate-speech-at-meetings>

Jennifer Chamberlin
Bremerton City Council Vice President
District 1

When Hate Comes to Town: Addressing Racist and Anti-Semitic Public Comment at Meetings

November 6, 2023 by [Oskar Rey](#)
Category: [Inclusive Communities](#), [Legislative Body](#), [Public Participation](#)



In recent months, there has been a disturbing trend in which the public comment period of city council meetings has been used to make antisemitic and racist statements. The comments are typically made by individuals appearing remotely over Zoom who sign up for public comment under assumed names and do not appear on camera. In some cases, it appears the same individual signs up multiple times under different names so that they have additional opportunities to comment.

This is not an isolated phenomenon. It is occurring in multiple states, including numerous cities in California ([San Diego](#) and [San Francisco](#) for example), [Eugene](#), Oregon, and [Iowa City](#), Iowa, to name a few. In recent weeks, this disturbing trend has reached several cities in Washington State. This blog will look at measures Washington local governments can take to minimize the chance that their public meetings are disrupted by hate speech.

Public Comment is a Limited Public Forum Under the First Amendment

When local governments provide an opportunity for public comment at meetings, it is considered a “limited public forum” for free speech purposes. That means the government can regulate the time, place, and manner of speech, provided the regulations are reasonable and content-neutral. For example, some local governments require public comment to be on a matter of agency concern or an item on the meeting agenda. Such a requirement prevents a speaker from commenting on matters that are not relevant to the agency.

Public comment rules should be clear and easy to interpret. In [Acosta v. City of Costa Mesa](#), 718 F.3d 800 (9th Cir. 2013) the Ninth Circuit Court of Appeals struck down a rule that prohibited “insolent” action or speech because it was overbroad. The court found the policy swept “a substantial amount of non-disruptive, protected speech within its prohibiting language.” For more on free speech and public comment rules, see the MRSC’s blog, [When First Amendment Rights and Public Meetings Clash](#).

Until fairly recently, Washington local government agencies were not required to allow public comment at meetings of the governing body, although many did so voluntarily. That changed in 2022, when the legislature [amended the Open Public Meetings Act](#) (OPMA) to require governing bodies to provide oral or written public comment at regular meetings. [RCW 42.30.240](#)(2) also contains the following requirement:

Upon the request of any individual who will have difficulty attending a meeting of the governing body of a public agency by reason of disability, limited mobility, or for any other reason that makes physical attendance at a meeting difficult, the governing body shall, when feasible, provide an opportunity for that individual to provide oral comment at the meeting remotely if oral comment from other members of the public will be accepted at the meeting.

Options for Addressing Hate Speech

Although the First Amendment and the OPMA place some limitations on local governments, deciding how best to proceed is a policy choice. Public comment plays an important role in allowing constituents to communicate with their elected officials.

On the other hand, hate speech causes harm, and it seems antithetical to the role of local government to allow public meetings to be co-opted by messengers of hate. Governing bodies need to weigh the advantages and disadvantages of restricting public comment for the purpose of minimizing hate speech.

Option 1: Eliminate remote public comment

One option that some cities in other states are pursuing is eliminating remote public comments. Services such as Zoom have made public participation easier, but such tools can be abused by individuals operating anonymously who may be in far-away places. If it is not possible to verify a speaker's true identity and place of residence, then some local governments may decide that remote public comment is not worth it.

Washington local governments will need to comply with [RCW 42.30.240\(2\)](#), which allows an individual for whom physical attendance is difficult to request remote public comment. It would seem a local government could request information necessary to verify the identity of an individual making such a request.

Option 2: Limit public comment to items on the agenda

Another option is requiring that the comments be relevant to an item on the agenda. That requirement provides the presiding officer with the ability to quickly mute or disconnect a speaker that is not speaking to a matter of city concern.

Limiting speakers to topics that are relevant to the agenda or the business of the agency is likely not a content-based regulation. The agency is facilitating communication on topics of interest to the city rather than discriminating against viewpoints that may be expressed on those topics. However, it appears that some speakers engaging in hate speech have referred to agenda items at the beginning of their comments. This puts the presiding officer and governing body in the difficult position of deciding the point at which a speaker's comments are no longer relevant to agency business.

Here are sample policies that limit public comment to items on the meeting agenda:

- [Seattle City Council Rules of Procedure](#), Rule XI.D; Comment must be relevant to item on agenda and comments on other matters are “disruptive.”
- [Tacoma City Council Rules of Procedure](#), Rule 9; In general, public comment is limited to items on the agenda, and item must be specified in advance.

Option 3: Take steps to verify the identity of speakers commenting remotely

Taking steps to verify the identity of remote public commenters may be an option if technologically feasible. Agencies considering this type of measure should consult with their information technology experts to determine what options may be available. Keep in mind that verification of identity should *only* apply to individuals who wish to speak remotely during public comment: Under [RCW 42.30.040](#), a local government *may not* require a person to identify themselves when they are simply attending a public meeting.

Why Not Prohibit Hate Speech?

It may be tempting to simply prohibit the use of hate speech during the public comment period, but there are a few reasons why this is inadvisable. First, a court would likely view a prohibition on hate speech as a content-based restriction. One of the bedrock principles of free speech is that government may not prohibit the expression of an idea simply because society finds the idea itself to be offensive. There is not an exception for hate speech under the First Amendment.

Second, hate speech is a difficult concept to define for the purpose of enforcing public comment rules. The problem rests not with the egregious examples of hate speech, but in those areas where there may room for disagreement. Asking a presiding officer and governing body to determine whether a speaker has used hate speech during the public comment portion of a meeting is a fraught undertaking with potential liability to the agency for violation of free speech rights.

Conclusion — Be Prepared!

Now is a good time to review public comment policies and determine whether changes are necessary. A local government should also discuss and plan how best to respond if hate speech is used during public comment. The presiding officer needs to be comfortable with both the rules and the technology platform and should understand when it is appropriate to turn off the microphone of those violating the policy. In addition, any policy that allows a speaker to be cut off should apply equally to in-person and remote speakers.

[King County](#), [Kenmore](#), and [Port Angeles](#) (among others) have issued statements condemning hate speech at public meetings and affirming their commitment to inclusivity, understanding, and respect for one another. The sad truth is that local governments may not be able to guarantee that hate speech will not occur during public comment, but there are measures that can be taken to make it less easy to espouse hate.

MRSC is a private nonprofit organization serving local governments in Washington State. Eligible government agencies in Washington State may use our free, one-on-one [Ask MRSC service](#) to get answers to legal, policy, or financial questions.



About Oskar Rey

Oskar Rey has practiced municipal law since 1995 and served as Assistant City Attorney for the City of Kirkland from 2005 to 2016, where he worked on a wide range of municipal topics, including land use, public records, and public works. Oskar is a life-long resident of Washington and graduated from the University of Washington School of Law in 1992.

[VIEW ALL POSTS BY OSKAR REY](#)

From: Dee Axelrod <deeaxelrod@gmail.com>
Sent: Monday, December 11, 2023 11:32 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: pending resolution

Bremerton City Council Members;

As a person of Jewish descent and a long-time resident of Kitsap County, I'm writing to express concern. I understand that you have before you a resolution condemning antisemitic hate speech modeled on similar resolutions passed in other Washington cities. But those resolutions were passed in 2022 – before the current war in Gaza. The context has, therefore, markedly changed, and the meaning of such a resolution has changed, also.

Now, to extend that protection only to people of Jewish descent is to pointedly withhold it from the other. That absence becomes as palpable as the *inclusion* of Jews under the protective umbrella of the resolution. Arguably more so.

I am a Jew, but even if I were not, I would deplore the antisemitism that disrupted your council meeting. Even if I were not a Jew, I would deplore it.

In the same spirit, I denounce islamophobia. Nor must the targets of that hate make their case to deserve protection.

In fact, all imperilled groups, all minorities deserve the same protections.

Don't they?

Respectfully,
Dee Axelrod

From: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Sent: Monday, December 11, 2023 6:49 PM
To: Jo Walter <msjowalter@gmail.com>
Cc: Brenda Calderon <brendacal10@gmail.com>; City Council <City.Council@ci.bremerton.wa.us>
Subject: Re: Hate speech

Hi Ms. Walter,

The primary focus of the resolution is to adopt the International Holocaust Remembrance Alliance's 2016 working definition of antisemitism — similar resolutions have been adopted by many cities and other jurisdictions around Washington (e.g., Bellevue, Tacoma, Mill Creek, Port of Seattle, Snohomish County) over the past several years.

The item is A10 at the Study Session this week, and you can find the full text of the proposed resolution starting on page 610 of the council packet:

<https://www.bremertonwa.gov/706/Agenda-Packet>

Direct link to Packet PDF:

<https://meetings.municode.com/d/f?u=https://mccmeetings.blob.core.usgovcloudapi.net/brem-pubu/MEET-Packet-5880c94195ac4008bcf4847cc4c3f301.pdf&n=AgendaPacket-Study%20Session-December%2013,%202023%205.00%20PM.pdf>

Sincerely,



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

From: Jo Walter <msjowalter@gmail.com>
Sent: Monday, December 11, 2023 6:14 PM
To: Jennifer Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>; Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>; Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>; Denise Frey <Denise.Frey@ci.bremerton.wa.us>; Michael Goodnow <Michael.Goodnow@ci.bremerton.wa.us>; Jane Rebelowski <Jane.Rebelowski@ci.bremerton.wa.us>; Eric Younger <eric.younger@ci.bremerton.wa.us>
Cc: Brenda Calderon <brendacal10@gmail.com>
Subject: Hate speech

Hello Council Members,

I am very concerned about President Coughlin's intention to discuss a resolution condemning anti-Semitism at the next study session for potential adoption at the following council meeting.

I understand the need to take action against the national campaign to flood public meetings with hateful comments referencing false Jewish religious beliefs. You have done that with strong words and the action of changing the rules for public comment. I think to do more is to stir people up unnecessarily, and will serve no other useful purpose. The Council's 2019 Resolution 3316 "affirming the City's commitment to the principles of equity and inclusion" seems to clearly express our commitment to "implement practices that seek to improve opportunities and quality of life for all residents, regardless of race, ethnicity, gender, country of origin, immigration status, sexual orientation, gender identity, or religious beliefs."

If you feel moved to respond to the call by some community members to make a formal resolution in response to the hate speech incidents, it would be appropriate to reiterate that we oppose all forms of hate speech. If you feel it is important to call out hate speech which is on the rise right now, it is important to include both anti-Semitic speech and Islamophobic speech.

I fully understand that it is not the business of local city councils to take political action regarding national and international matters. And we did experience multiple instances of anti-Jewish hate speech at City Council meetings, so that makes it a local issue. However, while we are experiencing a crisis in Gaza and Israel, and many Americans (including Bremertonians) are victims of hurtful and threatening hate speech, we risk causing harm to some community members by not including all vulnerable Bremertonians in a reaffirmation of our "commitment to the principles of equity and inclusion".

A council member has indicated that if another group would like a resolution, they should do their "homework" in the same way as those who are requesting the resolution being proposed. I've done some homework, and discovered this statement from Washington State House Speaker Jenkins that may serve our own community.

<https://housedemocrats.wa.gov/jenkins/2023/10/24/statement-from-speaker-laurie-jenkins-d-tacoma-on-hate-crime-protections-for-jewish-muslim-islamic-and-refugee-communities/>

Thank you,

Jo Walter

From: this is nadine <nadinehammad@gmail.com>
Sent: Monday, December 11, 2023 9:39 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Regarding a message condemning hate-

To Bremerton City Council Members-

I am here as a resident of Poulsbo & Kitsap County to speak on how a national and international issue can be and should be addressed locally. It has come to my attention that we are seeing a rise of hateful speech and due to current events I am concerned it will not be addressed as a whole. We are a country- a community of immigrants from all over the world. We are on stolen land & we acknowledge this respectfully. What an absolute treasure trove of culture, perspective and community connection we miss out on when we fail to see and support ALL our residents. Diversity is an opportunity not a statement.

This is our opportunity to help amplify growing voices for peace and justice around the state. There is so much to learn & there are many community resources already available to assist.

Acknowledge that violence is on the rise against our Jewish, Muslim and Arab friends. Only condemning one type of this hate, especially now, is not the way to set an example for our neighbors. Call on community members to educate themselves and offer support as they should always be doing. Anyone spreading hate fueled messaging is either deranged or seriously misinformed, oftentimes both. Call it what it is.

A city can condemn speech but it cannot control speech any more than it should control the beliefs of its residents. A city can let the people know when personal responsibility is needed-acknowledge the rising tension, especially against certain groups. Recommend we reach out and have conversations with each other. Protect free & accessible third spaces, libraries and community centers to help facilitate this. Encourage interfaith resources for community togetherness.

Everyone is deserving of support when they come in good faith. So please condemn dehumanizing messaging of all kinds. Groups of all kinds are welcome and free speech is protected here. We need to show people who spread hateful speech and ignorance that their words will only bring us closer as a community.

Thank you!
-Nadine Hammad

From: Susan Griggs <susangriggs@icloud.com>
Sent: Tuesday, December 12, 2023 1:18 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Support of Statement Against Hate Speech

Dear Bremerton City Council,

I understand that there was some anti-semitic speech on zoom at one of your recent City Council meetings. I applaud you for responding to that concern and indicating that public comment will now need to be solely in person.

I would like the City Council to consider approving a resolution denouncing any hate speech, and the Council's right to turn off the mike of anyone who starts to spew hate speech at a City Council meeting. All hate speech should be outlawed, and not just some hate speech. If you outlaw some specific type of hate speech, it is very possible that you will have to change it to outlaw other hate speech.

At this time, I understand the number of hate crimes has increased drastically. These hate crimes have been targeted primarily two communities - the Jewish community and the Moslem community. When hate speech is tolerated, it increases the probability that hate crimes will be perpetrated in that same community. I know that the City Council would be very upset if that happened in Bremerton because the Council outlawed anti-semitic speech without outlawing Islamaphobic speech. I have confidence that the resolution that the Council will put forth will be against hate speech, and not just against anti-semitic speech, as I know the Council would not do anything to cause harm to the Moslem community. As it is now, the Moslem community has been exposed to a great deal of discrimination, but believe that drawing attention to this will only cause them more discriminatory actions.

Thank you for your attention to this matter.

Sincerely,
Rev. Susan Griggs
Seabold United Methodist Church

From: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Sent: Wednesday, December 13, 2023 2:52 PM
To: Susan Griggs <susangriggs@icloud.com>
Cc: City Council <City.Council@ci.bremerton.wa.us>
Subject: Re: Public Comments - Support of Statement Against Hate Speech (Rev. Susan Griggs)

Hi Rev. Griggs,

Thanks for writing in on this issue, and for standing against hate speech.

I want to clarify that the Council for the time being is not allowing remote (Zoom) comments for Public Recognition (open-ended comment on any topic), but is still allowing remote comments for Public Comment (specific agenda items). This is because we can stop somebody from speaking on specific agenda items if they are not actually speaking to the item under consideration. But for public recognition, since it is essentially open ended, we cannot except for extremely specific circumstances.

There is no proposal to outlaw any type of hate speech, because we cannot legally do so. We must abide by the Washington Open Public Meetings Act and the First Amendment. This article from the Municipal Research Services Organization explains the legal requirements we must follow when taking public input and options available to us: <https://mrsc.org/stay-informed/mrsc-insight/november-2023/addressing-hate-speech-at-meetings>

The resolution for discussion at tonight's meeting is to adopt the International Holocaust Remembrance Alliance's working definition of antisemitism. It would not outlaw or prohibit antisemitic or any other hate speech, but serve as a tool for identifying and responding to such speech. The item is A10 at the Study Session this week, and you can find the full text of the proposed resolution in the council packet:

<https://www.bremertonwa.gov/706/Agenda-Packet>

Direct link to Packet PDF:

<https://meetings.municode.com/d/f?u=https://mccmeetings.blob.core.usgovcloudapi.net/brem-pubu/MEET-Packet-5880c94195ac4008bcf4847cc4c3f301.pdf&n=AgendaPacket-Study%20Session-December%2013,%202023%205.00%20PM.pdf>

Cheers,



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

From: WebMaster <WebMaster@ci.bremerton.wa.us>
Sent: Monday, December 11, 2023 9:55 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: FW: Online Form Submittal: Comment Form

FYI

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Sunday, December 10, 2023 7:12 PM
To: WebMaster <WebMaster@ci.bremerton.wa.us>;
Subject: Online Form Submittal: Comment Form

Comment Form

Comments

Dear members of Bremerton City Council,
I hope you are well.

I'm writing to share my deep disquiet over the anti-Semitic comments at the recent City Council meeting, and to express my support for taking action. Changing the rules on commenting, which I hear you have done, makes a lot of sense to me.

If you plan to take a public stand against antisemitism, however, I want to urge you to also condemn other forms of hate – specifically Islamophobia. It is important that our community stand for defending the safety and rights of all of our families and religious communities. Because Jews and Muslims are being singled out right now – especially since Oct. 6 – I urge you to be inclusive should you decide to take a stand on this matter.

I'd also caution you against any statement that could equate anti-Zionism with anti-Semitism. As someone of Jewish dissent, it is extremely important to me that we make a distinction. Happy to discuss if you'd like.

Sincerely,
Sarah van Gelder

Email Address sarahvangelder1@gmail.com

Other Contact Information 3602866071

Email not displaying correctly? [View it in your browser.](#)

From: sheelan Abdullah <sheelan16@yahoo.com>
Sent: Monday, December 11, 2023 4:07 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Anti-Semitism/Islamophobia

Dear Bremerton City Council Members,

My name is Sheelan Abdullah. I am a member of the Islamic Center of Kitsap County. I am a Muslim American resident of Bremerton, WA.

I am writing to you on behalf of the Bremerton Muslim community today to encourage the Bremerton City Council Members to please consider including condemning Islamophobia alongside the anti-Semitism resolution.

Bremerton should be a place that values and uplifts diversity, equity, and inclusion of all its community members, including the Jewish, Muslim, & Arab community members. All communities are interconnected, and all should feel protected and supported equally by the Council.

The U.S. Department of Homeland Security has mentioned the rise of anti-Semitism and Islamophobia as the Israel-Hamas war continues to unfold.

This conflict, although so far away yet so close to home, has brought a great deal of unrest, uncertainty, fear, and harm towards Jewish and Muslim communities.

It is imperative that the Council includes Islamophobia alongside anti-Semitism in the resolution.

It is hard for Muslim communities to show up in political/government spaces and speak up because of the strain Islamophobia has put on the Muslim community.

Muslim communities don't have the privilege and safety of speaking up. When Muslims do speak, we are seen as terrorists and danger to society.

It is crucial the Council shows equal support to both the Jewish and Muslim community by condemning anti-Semitism and Islamophobia simultaneously.

With peace and solidarity,

Sheelan Abdullah
ICKC member

From: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Sent: Wednesday, December 13, 2023 10:18 AM
To: sheelan Abdullah <sheelan16@yahoo.com>
Cc: City Council <City.Council@ci.bremerton.wa.us>
Subject: Re: Anti-Semitism/Islamophobia

Hi Sheelan Abhullah,

Thanks so much for writing in on this subject.

I want to clarify that the resolution's primary focus is to adopt the International Holocaust Remembrance Alliance's 2016 working definition of Antisemitism — similar resolutions have been adopted by many cities and other jurisdictions around Washington (e.g., Bellevue, Tacoma, Mill Creek, Port of Seattle, Snohomish County) over the past several years — at the request of leaders in our local Jewish community.

The item is A10 at the Study Session this week, and you can find the full text of the proposed resolution starting on page 641 of the council packet:

<https://www.bremertonwa.gov/706/Agenda-Packet>

Direct link to Packet PDF:

<https://meetings.municode.com/d/f?u=https://mccmeetings.blob.core.usgovcloudapi.net/brem-pubu/MEET-Packet-5880c94195ac4008bcf4847cc4c3f301.pdf&n=AgendaPacket-Study%20Session-December%2013,%202023%205.00%20PM.pdf>

If there is a analogous working definition of Islamophobia by an analogous group, I would personally be so happy to work with you and others in drafting a similar resolution.

Please know that you and and other members of ICKC, the Muslim and Arab communities, are most welcomed by the Council at Council meetings, and we stand against all forms of hate, bias, and violence based on race, nationality, ethnicity, religion, sex, gender, sexual orientation, and/or disability.

Sincerely,



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

From: Promise Partner <promisewpartner@gmail.com>
Sent: Wednesday, December 13, 2023 11:02 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: antisemitism resolution

Dear City Councilors,

I was dismayed to hear about the vile antisemitic comments via Zoom at recent City Council meetings. Thank you for your change to public comment rules in response. I hope that you continue to consider how you can prevent hate speech while respecting free speech. It is your responsibility, as meeting convenors, to interrupt oppressive comments and mitigate harm to oppressed groups.

At today's study session, you will be considering a resolution about antisemitism. While you have good intent, I caution you to think about the impact of this resolution - particularly given the current context in Israel and Palestine and the rise in both antisemitism and Islamophobia. While you seek to protect our Jewish neighbors, the proposed resolution will further isolate our Muslim neighbors, who are also facing rising hate speech, harm, and violence.

In addition, I caution you against adopting anything that conflates antisemitism – discrimination, targeting, violence, and dehumanizing stereotypes directed at Jews because they are Jewish – with anti-Zionism, which opposes the political ideology of Zionism. It is very important that we make a clear distinction between these two.

If you want to make a public statement, I ask you to reaffirm the Council's 2019 Resolution 3316 "affirming the City's commitment to the principles of equity and inclusion" and committing to "implement practices that seek to improve opportunities and quality of life for all residents, regardless of race, ethnicity, gender, country of origin, immigration status, sexual orientation, gender identity, or religious beliefs." We are seeing on the global stage that the freedom and safety of Israelis is intertwined with the freedom and safety of Palestinians and this is true of groups of people here in our home of Bremerton, too. Please affirm that you stand for an inclusive and safe environment for all, instead of singling out one marginalized group over another. That action would be a glaring omission and would not make our community safer or more welcoming.

Thank you,

Promise Partner
133 N Cambrian Ave (District 5)
Bremerton, Washington

Community organizer and participant in Kitsap SURJ (Showing Up for Racial Justice), Kitsap ERACE Coalition (Equity, Race, and Community Engagement), and KAIRE (Kitsap Advocating for Immigrant Rights and Equality)

From: Rachael Reese <rachaelmreese@gmail.com>
Sent: Tuesday, December 12, 2023 10:01 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Re: possible BCC resolution condemning anti-Semitism

Dear Bremerton Council Members,

Thank you for your work in our City. What you do here has rippling effects throughout Kitsap County and impacts all of our residents and city workers.

It has come to our attention that you are going to discuss passing a resolution condemning anti-Semitism. I know that this stems from the recent anti-Semitic violent remarks made at the last BCC meeting and the devastating violence on Oct.7 by Hamas. With the daily unfathomable amount of Palestinians lives lost due to indiscriminate bombing by the Israeli government, there has been a national rise in Islamophobic racism and anti-Semitism. I stand in solidarity with many residents to urge you to take a public stand against anti-Semitism AND Islamophobia. We want you, as entrusted City Leaders, to condemn all forms of hate – specifically Islamophobia and anti-Semitism. It is important that our community stand for defending the safety and rights of all of our families and religious communities but we must specifically uplift our Jewish and Muslim community members as they are BOTH being targeted right now. This is deeply connected to when we state Black Lives Matter. When our most marginalized and historically oppressed community members are experiencing daily violence, we as a community must stand in solidarity with them. We are all connected. When the most marginalized are supported, we all are positively impacted.

Thank you so much for your time and consideration of our shared concerns.

Sincerely,

--

Rachael Reese
she/her/hers

Solidarity is a verb- [Slow Factory](#)

From: Alison Loris <asloris@gmail.com>
Sent: Monday, December 11, 2023 10:04 PM
To: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>; Jane Rebelowski <Jane.Rebelowski@ci.bremerton.wa.us>
Cc: City Council <City.Council@ci.bremerton.wa.us>
Subject: Re: council resolution re antisemitism

Okay, I have read the draft resolution, and while I do not see exactly what it can accomplish, or is meant to accomplish, I do see clearly that despite the nod to other targets of hate in Section 3, the focus is still exclusively on supporting "our Jewish neighbors."

The City Council strongly stands against hate, bias, and violence based on race, nationality, ethnicity, religion, sex, gender, sexual orientation, and/or disability, and urges all residents to come together and support our Jewish neighbors.

I have to ask, again, what about our Islamic, our Palestinian-American neighbors? What about the Native American women, and the Latinx transgender women who are being murdered in record numbers in the last few years? Why does one and only one target of hate get all the focus, and the rest of them ignored?

Alison Slow Loris
Writer & Adventuress
Bremerton, WA

~~~~~  
"All we ever have is here, now."

~ Ursula K. Le Guin  
~~~~~

From: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Sent: Monday, December 11, 2023 11:32 AM
To: Alison Loris <asloris@gmail.com>
Cc: City Council <City.Council@ci.bremerton.wa.us>
Subject: Re: council resolution re antisemitism

Ms. Loris,

Thank you for writing in with your comments, although your understanding is not correct — there is no proposal to ban any speech in Council proceedings.

The resolution on our agenda adopts the International Holocaust Remembrance Alliance definition of antisemitism — similar resolutions have been adopted by many cities and other jurisdictions around Washington over the past several years.

The item is A10 at the Study Session this week, and you can find the full text of the resolution starting on page 610 of the council packet:

<https://www.bremertonwa.gov/706/Agenda-Packet>

Direct link to Packet PDF:

<https://meetings.municode.com/d/f?u=https://mccmeetings.blob.core.usgovcloudapi.net/brem-pubu/MEET-Packet-5880c94195ac4008bcf4847cc4c3f301.pdf&n=AgendaPacket-Study%20Session-December%2013,%202023%205.00%20PM.pdf>

Sincerely,



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

From: Alison Loris <asloris@gmail.com>
Sent: Sunday, December 10, 2023 8:36 PM
To: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>; City Council <City.Council@ci.bremerton.wa.us>; Jane Rebelowski <Jane.Rebelowski@ci.bremerton.wa.us>
Subject: council resolution re antisemitism

Dear Councillors,

It is my understanding that the Council is considering a resolution banning antisemitic speech in Council proceedings, including comments by members of the public. I write to express my firm opposition to such a resolution with such a narrow focus.

For perspective on my view, please know that I stand in silent vigil with Kitsap Women in Black every week, calling for peace and justice in the Middle East. Note that Women in Black was founded by Israeli and Palestinian women together calling for an end to the war between their peoples, and has spread around the world. A photo of our vigil in Bremerton shares space with photos from London, Barcelona, and Tokyo on the international webpage, <https://womeninblack.org/>

I am appalled by the recent rise in hateful speech and actions targeting Jews. I am equally appalled by the rise in hateful speech and actions directed at Islamic, especially Palestinian and Palestinian-American people, and also at anyone who advocates for Palestinian people's human rights. While expressions of antisemitism draw immediate outrage from many Americans, Islamophobia is often ignored or even justified. In the months since the Hamas attack, I have seen widespread silencing, including firing from university positions, of anyone who speaks up for the humanity and the human rights of Palestinian people, *even when they begin by condemning Hamas*. I'm also seeing criticism of Israel's actions called antisemitic, even when the critics are themselves Jews. If you make a resolution to condemn antisemitism alone, you risk tacitly condoning the hate directed toward Palestinians.

Quite apart from these issues, I've heard that recent comments via zoom in our City Council meetings have included racist, sexist, homophobic, and other hate speech.

Hate speech, and physical attacks, are proliferating all around us, against Jews and Muslims, Asian-Americans, other BIPOC and LGBTQ people. How can you justify picking out just one group to protect, and ignoring the rest? An official resolution opposing hate speech against a single particular target creates the impression that all the groups *not* named remain acceptable targets for hate.

Please do not act on any resolution condemning hate speech unless you make it inclusive. Otherwise you only add to the problem.

Alison Slow Loris

1005 Warren Avenue
Bremerton, WA 98337

206-683-3860

Alison Slow Loris
Writer & Adventuress
Bremerton, WA

~~~~~  
"All we ever have is here, now."

~ Ursula K. Le Guin  
~~~~~

From: Jackson Pincus <pincusj@ajc.org>

Sent: Thursday, December 14, 2023 4:03 PM

To: IslamicCenterofKitsapCounty ICKC <ickc1140@gmail.com>

Cc: City Council <City.Council@ci.bremerton.wa.us>; Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>; Regina Friedland <friedlandr@ajc.org>

Subject: Re: Condemning Islamophobia alongside the Antisemitism Resolution

Dear President Haji,

I wanted to follow up on Council President Coughlin's introduction with an offer to sit down with you at your convenience to discuss how I and American Jewish Committee can be of support in ICKC's fight against Islamophobia. I will also apologize in advance for the length of this email, as I wanted to share some background to the work I have done with Council thus far as well as ensure I give proper attention to your community's concerns around Islamophobia.

This resolution was written to specifically and narrowly address the concerns of the Jewish community in relation to the incident of antisemitism at Council, not just with our support, but our urging. I have fought to keep that narrow focus because this resolution is a response to a specific incident of antisemitic hate- not out of a desire to exclude other groups. All of that said, I also want to recognize and validate the absolutely unacceptable rise in Islamophobia, including the related hate crimes and violence your community is experiencing.

Given these shared experiences, I want to be clear that I personally and AJC as an organization would likely (a qualifier I must add primarily because I need to run things by my team for approval prior to publicly supporting them) support an initiative to bring forward a resolution condemning Islamophobia in our communities, defining it in a non-legally-binding way (as IHRA does with antisemitism), and urging our shared city and community to act in support of our Muslim friends, family, and neighbors.

I also want to share that whether it is the intent or not, delaying passage of the IHRA definition of antisemitism until we have a companion resolution for Islamophobia to present for passage at the exact same time is highly likely to be received within the Jewish community as a message that our lives and safety do not matter unless they are attached to those of another group. This is not a message I want to send to the Jewish community, and it is also not one I want to send to the Muslim community. The Children of Abraham, whether we trace to Yitzhak or Ishmael, are valuable independent of each other because we are human beings. I do agree, to be absolutely clear, that a second, separate resolution defining and condemning Islamophobia should also be passed to ensure the city has a full toolbox of anti-hate tools, and I will gladly speak up in support of one.

At the same time, I believe the message of solidarity between our two communities will be sent just as strongly if Council President Coughlin or the whole Council were to make a statement upon passage of this IHRA resolution or during debate on it to clarify something along the lines of "a companion resolution addressing the scourge of Islamophobia is in progress in partnership with ICKC, and will be brought before the Council when our local Muslim community is satisfied that it addresses their safety concerns." But delaying one resolution purely in order to pair it with the other sends a message to both of our communities that optics matter more than substance, and I hope you will agree that both of our communities need action at this time more than anything else.

I see no reason to wait to begin work on your proposed anti-Islamophobia resolution, and I know that members of our local Jewish community would voluntarily speak up in support of it when it is presented to Council- especially if members of ICKC also spoke up in support of passing the antisemitism resolution soon to be before Council. This is not a suggestion of a "trade" for support,

to be clear- but it is true that while Jewish communities have often stood up for others, we feel right now more than ever that we are entirely alone in facing the violence against us. I thus believe that public shows of support from each of our communities towards the other would send the message of solidarity we intend, without forcing either a delay or a rush to pass two resolutions at exactly the same time.

I would warmly welcome the opportunity to meet you in person at your convenience to ensure your community does not feel left behind. Please know how deeply thankful I am for your support of this resolution to help protect the Jews of Bremerton, and that we see this resolution as a start, not an end. We know that while this resolution provides a new tool for the city, it does not make progress on the sheer amount of antisemitism present in our world. Likewise, a companion anti-Islamophobia resolution would be unlikely to make meaningful progress on that scourge, while simultaneously acting as a necessary starting point to address it.

This does not mean that either resolution is not worth passing- on the contrary, every fight must start somewhere, and I value the fact that you raised your voice to be the start of this one. Together in the long term, we can address the sheer amount of hatred faced by each of our communities via interfaith dialogue, public shows of support for each other's communities, and yes, ensuring that other minority communities have hatred against them properly addressed as well. I hope that the work to pass IHRA will serve as an inspiration for what is possible for every community, as a starting point for deeper partnership, and as a reminder to all of Bremerton that no matter how small in population the community is, we do not stand for hatred of any kind in this city.

I look forward to meeting you in person at your convenience, and to pressing forward together in pursuit of a kinder, safer, more welcoming Bremerton.

Sincerely,

Jackson Pincus

Assistant Director

American Jewish Committee (AJC)

pincusj@ajc.org

206.622.0885 ext. 5885 (Office)

AJC.org

[Facebook.com/AJCGlobal](https://www.facebook.com/AJCGlobal)

[Twitter.com/AJCGlobal](https://twitter.com/AJCGlobal)



From: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Sent: Wednesday, December 13, 2023 3:31 PM
To: IslamicCenterofKitsapCounty ICKC <ickc1140@gmail.com>
Cc: City Council <City.Council@ci.bremerton.wa.us>; Jackson Pincus <pincusj@ajc.org>
Subject: Re: Condemning Islamophobia alongside the Antisemitism Resolution

Dear Hamid Haji,

Thank you so much for speaking up on this issue and against hate in our community.

I want to clarify that the resolution's primary focus is to adopt the International Holocaust Remembrance Alliance's (IHRA) 2016 working definition of Antisemitism — similar resolutions have been adopted by many cities and other jurisdictions around Washington and nationally.

The proposed resolution is A10 at the Study Session this week, and you can find the full text of the proposed resolution in the council packet:

<https://www.bremertonwa.gov/706/Agenda-Packet>

Direct link to Packet PDF:

<https://meetings.municode.com/d/f?u=https://mccmeetings.blob.core.usgovcloudapi.net/brem-pubu/MEET-Packet-5880c94195ac4008bcf4847cc4c3f301.pdf&n=AgendaPacket-Study%20Session-December%2013,%202023%205.00%20PM.pdf>

If there is a analogous working definition of Islamophobia, which you outlined, I would personally be so happy to work with you and others in drafting a similar Council resolution.

This adoption of the IHRA definition was requested by local Jewish community leaders. I am CC-ing Jackson Princus, who has taken the lead on this request, and is the assistant director of the Northwest office of American Jewish Committee. I know AJC does anti-hate work that is not limited to antisemitism, and I am sure would be most supportive of a similar resolution defining Islamaphobia.

Please know that you and other members of ICKC, and the Muslim and Arab communities, are most welcomed by the Council at Council meetings, and we stand against all forms of hate, bias, and violence based on race, nationality, ethnicity, religion, sex, gender, sexual orientation, and/or disability. I believe the Bremerton Police Department has reached out to both ICKC and Congregation Beth Hatikvah to see what support they can offer, but if not, or any additional assistance is required, please reach out to BPD and the Mayor for that support.

I'd also be happy to come visit ICKC and talk in person with you and members of your community.

Sincerely,



From: IslamicCenterofKitsapCounty ICKC <ickc1140@gmail.com>
Sent: Tuesday, December 12, 2023 8:09 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Subject: Condemning Islamophobia alongside the Antisemitism Resolution

Islamic Center of Kitsap County
1140 Marine Dr.
Bremerton, WA 98312
360-908-7399
December 11, 2023

Dear Bremerton City Council Members,

I hope this letter finds you in good health and spirits. I am writing to express my sincere appreciation for your recent resolution condemning antisemitism within our city. It is heartening to witness our local government taking a strong stance against discrimination and promoting a more inclusive community.

However, I am writing to draw your attention to another equally significant issue that demands our attention: Islamophobia. Islamophobia, the unwarranted fear, prejudice, and hatred towards Islam and its followers, has seen a distressing increase not only globally but also within our own city. It is crucial that we address this form of discrimination in conjunction with the antisemitism resolution, in order to foster a truly inclusive and tolerant society.

Our city's strength lies in its diversity and the contributions made by individuals from different backgrounds and faiths. We must stand united against all forms of discrimination, including Islamophobia, to uphold the values of equality, justice, and religious freedom that our city cherishes.

By condemning Islamophobia alongside the antisemitism resolution, we can send a powerful message of solidarity and reinforce our city's commitment to eradicating all forms of prejudice. It is essential that we work towards fostering an environment of understanding, respect, and acceptance for all individuals, regardless of their faith.

The negative impact of Islamophobia has been so great in our community that we've been forced to alter our daily routines in life, especially in how we run our Mosque.

We've had to enforce the difficult decision of limiting Mosque community activities. We no longer have open door policy, now the doors must remain locked at all times including during service. We've had to set members of community as security while we perform our religious prayers. We encourage our community members not to go out alone at night, especially the women & children.

I trust that the council will consider the urgency of addressing Islamophobia alongside the antisemitism resolution.

Sincerely,
Hamid Haji
ICKC President

From: dhaase111@yahoo.com <dhaase111@yahoo.com>
Sent: Wednesday, December 13, 2023 3:51 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Please be inclusive of all oppressed groups, not just one

Dear City Council,

I was deeply disturbed by the antisemitic Zoom bomb that happened at a recent City Council meeting. I appreciated that you took action in response; however, more is needed to prevent harm to oppressed groups.

I am concerned that you may be ready to inflict harm as a City Council as you consider putting out a resolution only about antisemitism and not also including other groups who experience hate speech and harm, particularly our Muslim sisters and brothers.

Perhaps you could reflect on the harm and uproar that happened when the Bainbridge island Schools superintendent put out a statement with sentiments of care only for our Jewish neighbors and excluded care of the Muslim community. We heard how much this hurt the Muslim community.

Please stand by your resolution 3316 affirming the City's commitment to the principles of equity and inclusion. It would not be inclusive if you only show concern for one oppressed group.

Having friends of the Muslim Community, I understand how they experience hate and harm. Please stand with them as well as our Jewish Neighbors.

Thank you,
Debby Haase

From: The Conduit <marwancameron@gmail.com>

Sent: Wednesday, December 13, 2023 4:51 PM

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

Subject: Resolution to adopt the International Holocaust Remembrance Alliance working definition of antisemitism

City Council,

I hope this letter finds you well. I am writing to express my concerns and reservations about the recent proposed decree addressing antisemitism. While I acknowledge the importance of combating discrimination and hate speech, I believe that certain aspects of the decree may have unintended consequences on our community's fundamental values, particularly freedom of speech and political expression.

Racism exists in various forms and can be found in any community, but it's crucial to avoid making sweeping generalizations about an entire group based on the actions of a few individuals. That being said, here are 10 historical examples where some members of the Jewish community were involved in discriminatory practices or faced allegations of racism against Black Americans. Please note that these examples are not representative of the entire Jewish community:

Crown Heights Riots (1991):

Tensions between the Black and Jewish communities in Crown Heights, Brooklyn, escalated after a car accident involving a Jewish driver and a Black child. The riots that ensued resulted in violence and strained relations between the communities.

Redlining in Chicago (20th Century):

There have been historical instances of Jewish landlords participating in discriminatory redlining practices that excluded Black Americans from certain neighborhoods, limiting their access to housing and economic opportunities.

Blockbusting Practices (20th Century):

In some instances, Jewish real estate agents were involved in blockbusting, a practice that exploited racial fears to persuade White homeowners to sell their properties at lower prices, leading to neighborhood racial changes.

Discrimination in Private Schools (Various Instances):

Some private Jewish schools in the United States have faced allegations of discriminatory admissions practices against Black students, reflecting broader issues in private education.

Relations in the Entertainment Industry (Various Instances):

Allegations have been made regarding discriminatory practices in the entertainment industry, including instances where Jewish individuals have been accused of contributing to racial stereotypes or discriminatory treatment.

Racial Profiling (Various Instances):

Like any community, there have been individual cases of racial profiling involving Jewish individuals who have been accused of discriminatory behavior or actions against Black Americans.

Police Relations in Some Jewish Communities:

There have been reported instances where Jewish community members, particularly in certain neighborhoods, have been criticized for contributing to tensions with law enforcement, which disproportionately affects Black residents.

Labor Practices in Some Industries:

In specific industries, there have been allegations of discriminatory labor practices involving Jewish employers, contributing to racial disparities in hiring and workplace treatment.

Discrimination in Synagogues and Jewish Organizations:

Instances of discrimination, whether in the form of exclusion or unequal treatment, have been reported in some synagogues and Jewish organizations, reflecting broader challenges of inclusivity.

Allegations in Jewish-Owned Businesses:

Some Jewish-owned businesses have faced accusations of discriminatory practices against Black employees or customers, contributing to racial disparities in economic opportunities.

It's crucial to emphasize that these examples represent isolated incidents and do not reflect the beliefs or actions of the entire Jewish community. Racism is a complex issue that requires ongoing efforts to address systemic inequalities and promote understanding between different communities. Additionally, many Jewish individuals and organizations actively work against racism and discrimination.

1. Freedom of Speech:

The decree, while aiming to combat antisemitism, needs to be scrutinized to ensure it does not infringe upon the constitutional right to freedom of speech. Individuals have the right to express their opinions, including criticisms of a country or its policies, without facing legal consequences.

2. Clarity in Definitions:

The decree outlines manifestations of antisemitism, but there is potential ambiguity in how certain terms are defined. For example, what constitutes "mendacious, dehumanizing,

demonizing, or stereotypical allegations" may be subjective and open to interpretation. Vague definitions could lead to the suppression of legitimate political discourse.

3. Protection of Political Expression:

Political expression, even if critical of a particular state or government, is a fundamental aspect of democratic societies. The decree may inadvertently discourage individuals from engaging in necessary debates about foreign policy, especially in the context of the State of Israel.

4. Potential for Overreach:

The list of prohibited actions and statements is extensive and may be seen as overly broad. There is a risk that the decree could be used to suppress not only hate speech but also legitimate criticism, stifling open discourse on important geopolitical issues.

5. The Right to Self-Determination:

While the decree seeks to prevent denial of the Holocaust and accusations against Israel, it is essential to consider the right to self-determination. Robust debate about the founding and existence of a state, including Israel, should be allowed within the bounds of respectful discourse.

6. Double Standards Concern:

The decree mentions the prohibition of applying double standards to Israel, which could be interpreted as suppressing specific forms of criticism. This raises concerns about fairness and equal treatment, as other democratic nations are not held to the same standard.

7. Impact on Academic Freedom:

In academic and intellectual pursuits, scholars and researchers must have the freedom to

critically examine historical events and political structures without fear of legal repercussions. The decree's restrictions may have a chilling effect on academic freedom.

8. Balancing Security and Rights:

While the protection of individuals and communities from discrimination and harm is essential, it is crucial to balance these objectives with the protection of constitutional rights. Striking the right balance requires clear and narrowly tailored legal provisions.

In conclusion, a constitutional argument against the decree would center on safeguarding the principles of freedom of speech, protecting political expression, and ensuring that measures to combat antisemitism do not inadvertently lead to censorship or the stifling of legitimate discourse. The challenge is to formulate legislation that effectively addresses hate speech without encroaching on constitutionally protected rights.

Expressing concerns about potential discrimination for sharing opinions, even critical ones, is a valid consideration in today's climate. As someone who values open dialogue and constructive discourse, I worry about the growing trend of cancel culture across the country. Many individuals, irrespective of their background, have faced severe consequences, including the loss of livelihoods, for expressing unpopular opinions or engaging in discussions that challenge prevailing narratives. The fear of being discriminated against for sharing nuanced perspectives can have a chilling effect on free speech, hindering our ability to engage in meaningful conversations about complex issues. It is crucial to foster an environment where diverse opinions are respected, and individuals are not unfairly penalized for expressing their thoughts, allowing for a more inclusive and understanding society.

<https://www.holocaustremembrance.com/resources/working-definitions-charters/working-definition-antisemitism>

About the IHRA non-legally binding working definition of antisemitism

The IHRA is the only intergovernmental organization mandated to focus solely on Holocaust-related issues, so with evidence that the scourge of antisemitism is once again on the rise, we resolved to take a leading role in combating it. But to begin to address the problem of antisemitism, there must be clarity about what [antisemitism](#) is.

The experts in the IHRA's Committee on Antisemitism and Holocaust Denial built international consensus around a non-legally binding [working definition](#) of antisemitism, which was then adopted by the Plenary. By doing so, the IHRA set an example of responsible conduct for other international fora and provided an important practical tool for its Member Countries.

The working definition has empowered many to address this rise in hate and discrimination at their national levels. Information on endorsement and adoption of the IHRA working definition of antisemitism can be found [here](#).

Countering antisemitism today also means countering Holocaust distortion. Explore the IHRA's [Toolkit Against Holocaust Distortion](#) to learn more and to find ways to get involved.

The working definition of antisemitism

In the spirit of the Stockholm Declaration that states: “With humanity still scarred by ...antisemitism and xenophobia the international community shares a solemn responsibility to fight those evils” the committee on Antisemitism and Holocaust Denial called the IHRA Plenary in Budapest 2015 to adopt the following working definition of antisemitism.

On 26 May 2016, the Plenary in Bucharest decided to:

Adopt the following non-legally binding working definition of antisemitism:

“Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.”

To guide IHRA in its work, the following examples may serve as illustrations:

Manifestations might include the targeting of the state of Israel, conceived as a Jewish collectivity. However, criticism of Israel similar to that leveled against any other country cannot be regarded as antisemitic. Antisemitism frequently charges Jews with conspiring to harm humanity, and it is often used to blame Jews for “why things go wrong.” It is expressed in speech, writing, visual forms and action, and employs sinister stereotypes and negative character traits.

Contemporary examples of antisemitism in public life, the media, schools, the workplace, and in the religious sphere could, taking into account the overall context, include, but are not limited to:

- Calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion.
- Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as collective — such as, especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions.
- Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, or even for acts committed by non-Jews.
- Denying the fact, scope, mechanisms (e.g. gas chambers) or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its supporters and accomplices during World War II (the Holocaust).
- Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust.
- Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations.

- Denying the Jewish people their right to self-determination, e.g., by claiming that the existence of a State of Israel is a racist endeavor.
- Applying double standards by requiring of it a behavior not expected or demanded of any other democratic nation.
- Using the symbols and images associated with classic antisemitism (e.g., claims of Jews killing Jesus or blood libel) to characterize Israel or Israelis.
- Drawing comparisons of contemporary Israeli policy to that of the Nazis.
- Holding Jews collectively responsible for actions of the state of Israel.

Antisemitic acts are criminal when they are so defined by law (for example, denial of the Holocaust or distribution of antisemitic materials in some countries).

Criminal acts are antisemitic when the targets of attacks, whether they are people or property – such as buildings, schools, places of worship and cemeteries – are selected because they are, or are perceived to be, Jewish or linked to Jews.

Antisemitic discrimination is the denial to Jews of opportunities or services available to others and is illegal in many countries.

Marwan Cameron

From: Zann <zanyajacob@gmail.com>
Sent: Wednesday, December 13, 2023 4:09 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Comment for Council Study Session, 12/13/23, Item 10

Dear City Council Members,

I'd like to submit a comment for the study session today, Wednesday, December 13, 2023, concerning Item 10. Resolution to adopt the International Holocaust Remembrance Alliance working definition of antisemitism.

As the Rabbinic Leader of Kitsap's Pardess Jewish Community, I want to express my deep appreciation for City Council's initiative in confronting antisemitism. All you are doing to protect targeted communities by calling out hate speech is particularly welcomed in this time when both antisemitism and islamophobia are on the rise. Thank you!

In talking with members of the Muslim Community, I know that they, along with Jews, are afraid for their children and places of worship.

Although I know this is not your intention in the slightest, when you call out only antisemitism, some people who hold to islamophobic beliefs may feel emboldened, and members of the Muslim and Arab Community will feel even more vulnerable.

My request is that when you adopt the International Holocaust Remembrance Alliance working definition of antisemitism, you concurrently adopt a similar definition of islamophobia.

Thank you for standing strong for equity and inclusion.

Sincerely,

Reb Zann Jacobson
Pardess Jewish Community

**Published for
January 10
Study Session**

ITEM C12 – Public Comments

From: Mark D. Friedman <mfriedman22@icloud.com>

Sent: Friday, December 29, 2023 1:26 PM

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

Subject: Adoption of IHRA Definition of Anti-Semitism

Dear Bremerton City Council:

As a member of the only Jewish congregation in Bremerton, Beth Hatikva, I am writing you to urge you to adopt the above definition. This is necessary so that we are all on the same page in understanding what constitutes Jew-hatred, and so we are better able to confront and combat it. As you are aware, this sickness has already reared its ugly head in Bremerton. The International Holocaust Remembrance Association definition has been adopted by the U.S. and most member-states of the European Union, and I strongly urge you to do the same. Thank you in advance for your prompt consideration of this matter.

Sincerely,

Mark D. Friedman

From: Randy Kessler <randyk@standwithus.com>

Sent: Tuesday, January 2, 2024 4:58 PM

To: Jennifer Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>; Denise Frey <Denise.Frey@ci.bremerton.wa.us>; Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>; Jane Rebelowski <Jane.Rebelowski@ci.bremerton.wa.us>; Michael Goodnow <Michael.Goodnow@ci.bremerton.wa.us>; Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>; Eric Younger <eric.younger@ci.bremerton.wa.us>

Cc: rabbi@beth-hatikvah.org <rabbi@beth-hatikvah.org>

Subject: Hamas-Israel War: How to Help

Dear Bremerton city leaders,

I head the Northwest office of a nonpartisan global nonprofit that educates about Israel and fights antisemitism. We have seen the Hamas-Israel war become a topic of debate in city councils across Washington State, and I would like to present some information for you to consider in the event this becomes a discussion at your City.

You already know of the October 7th Hamas massacre in Israel that plunged the region into war. Hamas terrorists brutally murdered over 1,200 people in Israel, and in many cases tortured and raped their victims; Over 10,000 people have been wounded, 200,000 Israelis have been displaced from their homes, and over 11,500 rockets have been fired at Israeli homes and families since the war began. Hamas also took 250 people hostage on October 7th, and continues to hold nearly 130 of them in Gaza (including Americans). In the weeks since then, Hamas leaders have promised to repeat the atrocities of October 7th over and over again until Israel is destroyed.

You also know that thousands of Palestinians have been killed in this horrific war, as Israel fights terrorist groups that have deeply embedded themselves among the civilian population in Gaza. This is a tragedy with no end in sight because Israel has a duty to stop Hamas from ever being able to repeat October 7th, while Hamas refuses to surrender and militarizes everything from schools and homes to mosques and hospitals. Israel does not target civilians; it has identified safe corridors and zones via airdropped leaflets and other means, and it has allowed humanitarian supplies to enter Gaza. Conversely, Hamas has violently prevented civilians from using safe corridors, and it has stolen much of the humanitarian aid to use in its war effort.

In response, some city councils have passed resolutions condemning Israel and supporting an unconditional ceasefire. While humanitarian aid for civilians in Gaza is essential, Hamas will not honor any ceasefire, so a ceasefire would bind only Israel and enable Hamas to continue its atrocities, keep any hostages, remain in control of Gaza and make a terrible situation worse.

It's a thorny issue. And since foreign policy is the responsibility of the federal government, I urge you to resist pressure on your city government to take a stand on this or any other foreign policy issue.

Along with President Biden and [the overwhelming majority](#) of both Republican and Democratic Senators and Congressional representatives, you should recognize that Hamas -- a [genocidal terror group](#) openly committed to Israel's annihilation -- is at fault and could end this tomorrow by surrendering and releasing the hostages.

The Middle East has a long and complex history, which defies the simplistic concepts to which some try to reduce it. Israel, a modern, tolerant democracy and vital U.S. ally, is by far the region's most progressive nation, yet some American progressives choose to align with some of the world's most anti-progressive forces (like Hamas and Iran's regime) in opposition to the world's only Jewish state.

Misinformation about Israel is rampant and often spread maliciously. As a nonpartisan Israel education organization, we would like to offer you [an accurate summary](#) of key points about the Hamas-Israel war and its history. We can also advise you about what your city government can do to help people affected by this crisis, rather than making a bad situation worse.

Three actions you can take today are:

1. **Resist pressure to take a city government position on this war.** If this debate does come to city council, familiarize yourself with the IHRA definition and call out any antisemitic rhetoric in your chambers. Familiarize yourself as well with the basic historical facts: Jews are indigenous to Israel and have lived there for over 3,000 years. After defeating Arab armies' wars to exterminate the Jewish state (in 1948, 1967 & 1973), Israel has since made peace with several Arab states. Israel has made peace offers to the Palestinians for 75 years, and Palestinian leaders have rejected each one and refuse to live alongside a Jewish state within any borders. If your council does choose to call for a ceasefire, please condition it on the return of all the hostages and on Hamas no longer having control of Gaza.
2. **Pass a resolution to condemn antisemitism and to formally adopt the [IHRA Working Definition of Antisemitism](#).** This will send a strong message of support, while also assisting law enforcement in determining if a crime had antisemitic intent or not. This is the definition used by the U.S. Departments of [State](#) and [Education](#), and has been adopted by the cities of Tacoma, Bellevue, and Everett as well as Snohomish County.
3. **Reach out to us** if you would like to learn more about the Jewish experience, Israel, or the conflict. We have a wealth of educational resources, and also would be happy to spend time with you individually or as a group discussing these issues.

Thank you for your time and consideration. May we see more peaceful times in 2024.

Best Regards,

Randy Kessler

Regional Director

StandWithUs Northwest

Direct 206.686.3419

From: Dee Axelrod <deeaxelrod@gmail.com>

Sent: Friday, December 22, 2023 9:55 AM

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

Subject: Re: Adoption of the Holocaust Center's definition of antisemitism

Bremerton City Council members:

I know that we're all focused on family for the next little while and that this issue is a pain to deal with at any time,

That said, below is a short interview with a New Yorker writer that I personally found very helpful in sorting the complexities of the issue.

I'm hopeful that you'll find a moment to listen before meetings resume in January..



Respectfully, Dee Axelrod

[Journalist Masha Gessen discusses the backlash for criticizing Israel](#)

From: myemailforotherstuff1 <myemailforotherstuff1@protonmail.com>

Sent: Monday, December 18, 2023 9:51 PM

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

Subject: Re: Thank you for introducing "Adopt IHRA Working   Definition of Antisemitism"

I'm sorry I forgot to add my name so you know I'm a real person.

Kris Maxwell

916 Hanford Ave, Bremerton WA 98310

Sent from Proton Mail mobile

From: myemailforotherstuff1 <myemailforotherstuff1@protonmail.com>

Sent: Monday, December 18, 2023 9:45 PM

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

Subject: Thank you for introducing "Adopt IHRA Working   Definition of Antisemitism"

Hi, I am a Jewish resident of Bremerton and first of all I would like to thank you for introducing this resolution. It is needed.

I hope in the near future that the City Council will introduce a resolution condemning the surmounting Islamophobia and Anti-Arab racism, if you have not already. Our Muslim and/or Arab neighbors too are vulnerable to hate crimes and are in need of support.

Thank you and have a good day.

Sent from Proton Mail mobile

From: Brynn Souders <bsouders921@gmail.com>
Sent: Saturday, December 30, 2023 1:16 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Support for Adoption of Antisemitism Definition

Hello,

I am writing as a Jewish resident of Bremerton and a member of Bremerton's only synagogue Congregation Beth Hatikvah, to express my support for the proposed resolution to adopt the IHRA working definition of antisemitism, to support the adoption of a similar working definition for Islamophobia, and to express some concerns about the opposition I've seen to this proposed resolution.

Like many (perhaps even most) Jews, I fully acknowledge the issues with actions taken by members of Israel's currently right-wing-dominated government. I will also always support good-faith criticisms of actions taken by the Israeli government.

Since Hamas perpetrated the brutal torture, rape, and massacre of 1,100+ innocent Israeli civilians on October 7th and Israel's subsequent counter-attack, I have unfortunately also seen a sharp spike in general antisemitism, and specifically antisemitism-fueled criticism of Israel, including Israeli citizens, and any/all Jews who are viewed as in any way "Zionist."

Therefore, I am writing to help clarify how to tell when criticism of Israel is ill-intentioned, bad-faith, and fueled by antisemitism rather than a genuine, good-faith critique of the government's actions:

1.) **Applying significantly "higher" or double standards to Israel which are not applied to any other nation.** I have heard people repeatedly call for the dismantling of Israel and expulsion of all Israeli citizens. This is purportedly due to allegations of war crimes committed by the Israeli government and/or the defining of Israel as a "settler-colonial" state.

Even if we accept both these accusations at face value, I have not seen any similarly wide-spread claim for the dismantling of other nations accused of war crimes (Russia, North Korea, Iran) *or* any serious call for the dismantling of settler-colonial states (the United States, Canada, Australia).

2.) **Holocaust inversion.** This includes explicitly and directly comparing Israel's actions in the Israel/Palestine conflict to those of Nazi Germany, calling purported Zionists "Nazis," etc.

During the Holocaust, Nazi Germany deliberately and systematically rounded up, shipped to concentration camps, starved, tortured, and murdered approximately 6 million Jews in a deliberate attempt to eradicate the entire Jewish population.

While there is no doubt that any loss of civilian life is a tragedy, and some members

of the Israeli government do arguably have genocidal intentions, the loss of civilian life during an ongoing war cannot ever measure up to the deliberate and systematic eradication of 6 million Jews.

Making that comparison not only weakens *valid* criticism of the Israeli government's actions, it exploits one of the Jewish people's deepest traumas, weaponizing it against people who in many instances lost entire branches of their family to the Holocaust.

The International Holocaust Remembrance Alliance's working definition of antisemitism clearly states that valid, good-faith criticism of Israel which is applied similarly to other countries is not considered antisemitic. Adopting this definition is in *no way* meant to stifle legitimate criticism of Israel. It is only meant to highlight the *specific* ways that bad-faith, antisemitically-fueled criticism of Israel is used as a more subtle, "socially acceptable" form of antisemitism, particularly since October 7th.

Finally, I want to wrap up by reiterating my support for adopting a similar working definition of Islamophobia. There has been a similar, alarming spike in anti-Arab and anti-Muslim hate speech and other incidents since October 7th.

However, I think broadening this resolution to vaguely condemn "all" hate speech substantially weakens the message and seems to minimize very valid concerns over the sharp spike in *specifically* antisemitic and Islamophobic/anti-Arab hatred since October 7th.

All marginalized groups face unique challenges and forms of hatred, bias, and discrimination and deserve to be *individually* recognized and supported as needed during times of increased hate speech and attacks towards a particular group or groups.

Thank you for your time.

Sincerely,

Brynn A. Souders

Phone: (360) 337-0611

Email: bsouders921@gmail.com

From: Barbara Schiller <bajafirewalker@gmail.com>
Sent: Thursday, January 4, 2024 10:46 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: antisemitism

Dear City Council,

As a member of Bremerton's only synagogue, Congregation Beth HaTikvah, I am writing to express my support for the resolution currently under discussion to adopt the International Holocaust Remembrance Alliance (IHRA) Definition of Antisemitism without delay. While I strongly support the passage of additional resolutions focused on hatred against other communities in our city, the reality is that in recent months our Jewish community has been specifically targeted with hatred and incitement that leaves us fearful for our safety and unsure of our place in this community, and such fears deserve a response specifically focused on our community's needs.

The IHRA Definition of Antisemitism is that response, adding a tool to your anti-hate toolbox which you do not currently have. I am particularly concerned that some of the opposition to this resolution has itself veered dangerously close to antisemitism, exemplifying exactly why IHRA's adoption is so necessary. You cannot properly address a hatred which you cannot define, and IHRA's definition has been formally supported by nearly every major Jewish organization and national Jewish community in the United States and around the world. Even if non-Jews in elected office do not personally understand the antisemitism inherent in a particular action or statement, the IHRA definition and its examples will allow those leaders to respond appropriately and respectfully with our community's needs and experiences in mind.

Our safety cannot- and should not- wait. We have faced a direct assault on our place in Bremerton's society, and we deserve an unequivocal response focused solely on our community. Do not delay this action which brings us closer to equity in practice, in order to preserve the appearance of equity on paper, as this only punishes us for speaking up for ourselves. Pass IHRA without delay, and make clear to the public that the concerns of other communities will be taken just as seriously if they follow our example in taking the initiative to bring Council a resource, tool, or other actionable item to address those concerns. I will support such further action to protect other communities, as I believe would most of us- and I expect that as an elected leader of this city, you will support IHRA's adoption to protect us as well.

**Sincerely,
Barbara Schiller**

From: Bari Udell <bariu62@gmail.com>
Sent: Wednesday, January 3, 2024 7:43 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Pass the Resolution on Anti-Semitism Please

Dear City Council,

As a past president and current member of Bremerton's only synagogue, Congregation Beth HaTikvah, I am writing to express my support for the resolution currently under discussion to adopt the International Holocaust Remembrance Alliance (IHRA) Definition of Antisemitism without delay. While I strongly support the passage of additional resolutions focused on hatred against other communities in our city, the reality is that in recent months our Jewish community has been specifically targeted with hatred and incitement that leaves us fearful for our safety and unsure of our place in this community, and such fears deserve a response specifically focused on our community's needs.

The IHRA Definition of Antisemitism is that response, adding a tool to your anti-hate toolbox which you do not currently have. I am particularly concerned that some of the opposition to this resolution has itself veered dangerously close to antisemitism, exemplifying exactly why IHRA's adoption is so necessary. You cannot properly address a hatred which you cannot define, and IHRA's definition has been formally supported by nearly every major Jewish organization and national Jewish community in the United States and around the world. Even if non-Jews in elected office do not personally understand the antisemitism inherent in a particular action or statement, the IHRA definition and its examples will allow those leaders to respond appropriately and respectfully with our community's needs and experiences in mind.

Our safety cannot - and should not - wait. We have faced a direct assault on our place in Bremerton's society, and we deserve an unequivocal response focused solely on our community. Do not delay this action which brings us closer to equity in practice, in order to preserve the appearance of equity on paper, as this only punishes us for speaking up for ourselves. Pass IHRA without delay, and make clear to the public that the concerns of other communities will be taken just as seriously if they follow our example in taking the initiative to bring Council a resource, tool, or other actionable item to address those concerns. I will support such further action to protect other communities, as I believe would most of us - and I expect that as an elected leader of this city, you will support IHRA's adoption to protect us as well.

Sincerely, Bari Udell

From: CBH President <president@beth-hatikvah.org>
Sent: Wednesday, January 3, 2024 7:41 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Pass the Anti-Semitism Resolution Please

Council,

As the current president of Bremerton's only synagogue, Congregation Beth HaTikvah, I am writing to express my support for the resolution currently under discussion to adopt the International Holocaust Remembrance Alliance (IHRA) Definition of Antisemitism without delay. While I strongly support the passage of additional resolutions focused on hatred against other communities in our city, the reality is that in recent months our Jewish community has been specifically targeted with hatred and incitement that leaves us fearful for our safety and unsure of our place in this community, and such fears deserve a response specifically focused on our community's needs.

The IHRA Definition of Antisemitism is that response, adding a tool to your anti-hate toolbox which you do not currently have. I am particularly concerned that some of the opposition to this resolution has itself veered dangerously close to antisemitism, exemplifying exactly why IHRA's adoption is so necessary. You cannot properly address a hatred which you cannot define, and IHRA's definition has been formally supported by nearly every major Jewish organization and national Jewish community in the United States and around the world. Even if non-Jews in elected office do not personally understand the antisemitism inherent in a particular action or statement, the IHRA definition and its examples will allow those leaders to respond appropriately and respectfully with our community's needs and experiences in mind.

Our safety cannot - and should not - wait. We have faced a direct assault on our place in Bremerton's society, and we deserve an unequivocal response focused solely on our community. Do not delay this action which brings us closer to equity in practice, in order to preserve the appearance of equity on paper, as this only punishes us for speaking up for ourselves. Pass IHRA without delay, and make clear to the public that the concerns of other communities will be taken just as seriously if they follow our example in taking the initiative to bring Council a resource, tool, or other actionable item to address those concerns. I will support such further action to protect other communities, as I believe would most of us - and I expect that as an elected leader of this city, you will support IHRA's adoption to protect us as well.

Sincerely, David Udell

From: Charlene Slayton <chachasegall@hotmail.com>
Sent: Thursday, January 4, 2024 11:14 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Discrimination against Jewish People in the City Council

Dear City Council,

As a member of Bremerton's only synagogue, Congregation Beth HaTikvah, I am writing to express my support for the resolution currently under discussion to adopt the International Holocaust Remembrance Alliance (IHRA) Definition of Antisemitism without delay. While I strongly support the passage of additional resolutions focused on hatred against other communities in our city, the reality is that in recent months our Jewish community has been specifically targeted with hatred and incitement that leaves us fearful for our safety and unsure of our place in this community, and such fears deserve a response specifically focused on our community's needs.

The IHRA Definition of Antisemitism is that response, adding a tool to your anti-hate toolbox which you do not currently have. I am particularly concerned that some of the opposition to this resolution has itself veered dangerously close to antisemitism, exemplifying exactly why IHRA's adoption is so necessary. You cannot properly address a hatred which you cannot define, and IHRA's definition has been formally supported by nearly every major Jewish organization and national Jewish community in the United States and around the world. Even if non-Jews in elected office do not personally understand the antisemitism inherent in a particular action or statement, the IHRA definition and its examples will allow those leaders to respond appropriately and respectfully with our community's needs and experiences in mind.

Our safety cannot- and should not- wait. We have faced a direct assault on our place in Bremerton's society, and we deserve an unequivocal response focused solely on our community. Do not delay this action which brings us closer to equity in practice, in order to preserve the appearance of equity on paper, as this only punishes us for speaking up for ourselves. Pass IHRA without delay, and make clear to the public that the concerns of other communities will be taken just as seriously if they follow our example in taking the initiative to bring Council a resource, tool, or other actionable item to address those concerns. I will support such further action to protect other communities, as I believe would most of us- and I expect that as an elected leader of this city, you will support IHRA's adoption to protect us as well.

Thank you,
Charlene

From: dianne levisohn <drlevisohn@gmail.com>
Sent: Friday, January 5, 2024 9:47 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Anti-Hate Resolution

Dear City Council,

As a member of Bremerton's only synagogue, Congregation Beth Hatikvah, I am writing to express my support for the resolution currently under discussion to adopt the International Holocaust Remembrance Alliance (IHRA) Definition of Antisemitism without delay. While I also strongly support the passage of additional resolutions focused on hatred against other communities in our city, the reality is that in recent months our Jewish community has been specifically targeted with hatred and incitement that leaves us fearful for our safety and unsure of our place in this community. Such fears deserve a response specifically focused on our community's needs.

The IHRA Definition of Antisemitism is that response. It will add a tool to your anti-hate toolbox that is currently lacking. I am particularly concerned that some of the opposition to this resolution has already veered dangerously close to antisemitism, exemplifying exactly why IHRA's adoption is so necessary. You cannot properly address a hatred which you cannot define, and IHRA's definition has been formally supported by nearly every major Jewish organization and national Jewish community in the United States, and around the world. Even if non-Jews in elected office do not personally understand the antisemitism inherent in a particular action or statement, the IHRA definition and its examples will

allow those leaders to respond appropriately and respectfully with our community's needs and experiences in mind.

Our safety cannot, and should not, wait. We have faced a direct assault on our place in Bremerton's society, and we deserve an unequivocal response focused solely on our community. To not delay this action, which brings us closer to equity in practice, in order to preserve an appearance of equity on paper, would only punish us for speaking up for ourselves. Please pass IHRA without delay, and make clear to the public that the concerns of other communities will be taken just as seriously if they follow our example in taking the initiative to bring the Council a resource, tool, or other actionable item to address their concerns. I will support such further action to protect other communities, as I believe would most of us, and I expect that as an elected leader of this city, you will support IHRA's adoption to protect us as well.

Sincerely,

Dianne Levisohn

Member, Congregation Beth Hatikvah

From: Todd-Dianne Garvin <tjgarvin6@gmail.com>
Sent: Thursday, January 4, 2024 2:52 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Anti-hate resolution

Dear City Council,

As a member of Bremerton's only synagogue, Congregation Beth Hatikvah, I am writing to express my support for the resolution currently under discussion to adopt the International Holocaust Remembrance Alliance (IHRA) Definition of Antisemitism without delay. While I also strongly support the passage of additional resolutions focused on hatred against other communities in our city, the reality is that in recent months our Jewish community has been specifically targeted with hatred and incitement that leaves us fearful for our safety and unsure of our place in this community. Such fears deserve a response specifically focused on our community's needs.

The IHRA Definition of Antisemitism is that response. It will add a tool to your anti-hate toolbox that is currently lacking. I am particularly concerned that some of the opposition to this resolution has already veered dangerously close to antisemitism, exemplifying exactly why IHRA's adoption is so necessary. You cannot properly address a hatred which you cannot define, and IHRA's definition has been formally supported by nearly every major Jewish organization and national Jewish community in the United States, and around the world. Even if non-Jews in elected office do not personally understand the antisemitism inherent in a particular action or statement, the IHRA definition and its examples will

allow those leaders to respond appropriately and respectfully with our community's needs and experiences in mind.

Our safety cannot, and should not, wait. We have faced a direct assault on our place in Bremerton's society, and we deserve an unequivocal response focused solely on our community. To not delay this action, which brings us closer to equity in practice, in order to preserve an appearance of equity on paper, would only punish us for speaking up for ourselves. Please pass IHRA without delay, and make clear to the public that the concerns of other communities will be taken just as seriously if they follow our example in taking the initiative to bring the Council a resource, tool, or other actionable item to address their concerns. I will support such further action to protect other communities, as I believe would most of us, and I expect that as an elected leader of this city, you will support IHRA's adoption to protect us as well.

Sincerely,

Todd Garvin

Member, Congregation Beth Hatikvah

From: A Lydick <a.lydick@gmail.com>
Sent: Wednesday, January 10, 2024 9:45 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Please do not use the IHRA definition of antisemitism.

Dear Bremerton City Council,

Tonight at your study session you plan to consider a resolution to adopt the International Holocaust Remembrance Alliance's working definition of antisemitism. Please choose a statement, other than the IHRA definition, that will better support us to understand this form of bigotry so that we can stand against it.

The American Civil Liberties Union has explained their opposition to the IHRA definition in detail in a January 2023 letter to the American Bar Association (ABA): "The IHRA definition has been continually instrumentalized to delegitimize critics and criticism of Israel and its policies, as well as suppress voices and activism in support for Palestinian rights. Consequently, any embrace of the IHRA definition by the ABA would undermine fundamental rights of free speech, freedom of assembly and protest, and academic freedom."

Instead of the IHRA definition, please consider the Jerusalem Declaration on Antisemitism, which seeks to "(1) to strengthen the fight against antisemitism by clarifying what it is and how it is manifested, and (2) to protect a space for an open debate about the vexed question of the future of Israel/Palestine." The Jerusalem Declaration gives a fuller, more detailed and nuanced definition of antisemitism than IHRA's. The Declaration gives specific examples of speech and action regarding Israel and Palestine that are and are not antisemitic. This is something we must distinguish at this time.

Anti-semitism is on the rise and we must allow criticism of Israel. Thus, let us find the proper tool.

Thank you,
Airen Lydick
Bremerton District 4

From: Clare Menard <claremenard@gmail.com>
Sent: Wednesday, January 10, 2024 10:12 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Bremerton City Council proposed resolution

To Bremerton City Council,

It has come to my attention that the city council is deciding whether to vote on an antisemitism measure for the City of Bremerton. The definition of antisemitism used by the resolution would be the one defined by the IHRA. I'm alarmed at the language of the IHRA definition of antisemitism. It reflects the widespread conflation of criticism of the government of Israel and antisemitism. We have a right in this country to criticize our own government and the governments of other countries as well; we have a right to criticize some governments more than other governments, according to the level of violence they enact and the level of impunity with which they enact said violence.

We should absolutely as a city be aware of our conscious and unconscious biases, of our ability in this society to be antisemitic, as well as racist, homophobic, ableist and sexist. This goes for us as individuals as well as the systems we operate within and uphold. But that doesn't mean we should allow one group of people, who favors the government of Israel, to weaponize our concern of being antisemitic and ban all criticism of Israel. I will continue to undo my unconscious antisemitism and I will also continue to vehemently criticize the government of Israel, the government of the United States and all governments that uphold systems of oppression and violence.

Instead of adopting the IHRA's definition of antisemitism, I urge the Bremerton City Council to instead adopt the definition put forth by the Jerusalem Declaration of Antisemitism. It is more thorough about what it truly means to be antisemitic. Its goal is about "*providing clear guidance to identify and fight antisemitism while protecting free expression.*" This should be the goal of the City Council as well.

Thank you,
Clare Menard
Resident of Bremerton, WA
Member of KAIRE, Kitsap Advocating for Immigrant Rights and Equality

From: Jo Walter <msjowalter@gmail.com>
Sent: Tuesday, January 9, 2024 10:21 PM
To: City Council <City.Council@ci.bremerton.wa.us>; Jennifer Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>
Subject: Fwd: More on IHRA Definition and critiques

Dear Councilmembers,

I am adding to the letter I wrote weeks ago about the IHRA resolution you are considering, because I am concerned about the messaging I'm reading, mostly in letters organized for duplicate sending by members of Temple Beth HaTikvah. I appreciate the council's sincere interest to respond to requests from community, and I cannot help but ask .. why is this particular IHRA resolution so important to the organizer and others in his faith community, and what is the Council hoping to accomplish with its adoption?

We had a similar scenario in 2017. The Kitsap Immigrant Assistance Center proposed a resolution that our community become a "sanctuary city" in support of our immigrant community who were experiencing fear in regard to real threats - much like that being experienced by our Jewish community today. The city council at the time did not feel it appropriate to pass a resolution regarding a specific threatened and vulnerable community. Two years later, we adopted resolution 3316 "affirming the city's commitment to the principles of equity and inclusion". Councilmember Younger drafted the final resolution and I hope he will help others to understand why it was not appropriate then to single out a particular group for special reassurance that they were included in the city's policies of protection for all. Not appropriate then and not now.

I have looked for understanding from the letters sent from the Temple congregants, and it appears that there is a misconception that this is a "resolution to help protect the Jews of Bremerton". If this is a reason that a councilmember would vote to adopt, I request that Chief Wolfe weigh in to let us know if this resolution would enhance existing protections for Bremerton's Jewish community.

In arguing against a side by side resolution regarding both Islamophobia and anti-Semitism, the main organizer wrote that members of the Jewish community would feel that their safety doesn't matter unless it is attached to those of another group. Again, our city has determined that it is not appropriate to hold up the safety of any groups separate from the safety of all. We must find better ways to support these community members.

There is also the suggestion that if another group wants their own resolution, they ought to propose something similar to the IHRA's definition, but for their own group. Please remember that no other group has asked to be singled out for a focused resolution, but simply asked to be included if anti-hate statements are made.

From one IHRA supporter: "While I also strongly support the passage of additional resolutions focused on hatred against other communities in our city, the reality is that in recent months our Jewish community has been specifically targeted with hatred and incitement that leaves us fearful for our safety and unsure of our place in this community. Such fears deserve a response specifically focused on our community's needs. " Folks' fears deserve love and support, but the jewish community is no more exceptional than the Black, Immigrant, Trans, Muslim, Indigenous, Gay or any other vulnerable community. You are encouraged about "adding a tool to your anti-hate toolbox which you do not

currently have." We have 3316, and adopting separate resolutions for individual vulnerable groups is divisive, and does not serve to build strong community.

If all I am doing is making an argument, I guess I can say that 3316 established a precedent. More importantly, you have heard from many about concerns that adoption of this resolution during a time of intense and controversial conflict in Gaza will give the impression of taking a side, whether you intend to do that or not. And to appear to take a side is harmful to others in our community. Others have asked you not to appear to take a side. I ask you to honor those requests without arguing about whether you intended to do harm or not.

I strongly caution you to think carefully about communication with Mr Kessler, whose organization urges you to "StandWithUs" in his letter titled " Hamas-Israel War: How to Help". He is very clear about why he recommends that you "Pass a resolution to condemn antisemitism and to formally adopt the IHRA Working Definition of Antisemitism. This will send a strong message of support, while also assisting law enforcement in determining if a crime had antisemitic intent or not."

It is true that the campaign to pass the IHRA resolutions got support, and it is also true that it has become very controversial. Attached is the ACLU's argument to the American Bar Association against it, joined by multiple respected human rights and justice organizations. The ABA removed it.

<https://www.aclu.org/documents/letter-co-sponsors-proposed-american-bar-association-resolution-514-antisemitism>

<https://freespeechproject.georgetown.edu/tracker-entries/aba-removes-international-definition-of-antisemitism-from-its-resolution-condemning-the-problem/>

If 3316 is not enough, and you must pass a more supportive resolution, there are better ones than the IHRA's.

Thank you,

For community,

Jo Walter

From: Promise Partner <promisewpartner@gmail.com>
Sent: Tuesday, January 9, 2024 9:20 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: antisemitism resolution

Dear Bremerton City Council,

At your study session on January 10th, you will consider a resolution to adopt the International Holocaust Remembrance Alliance's working definition of antisemitism. I understand your concern about antisemitism. However, I ask you to look closer at the IHRA definition and choose one that will better support us to understand this form of bigotry so that we can stand against it.

The IHRA's definition is often misused in order to protect Israel from legitimate criticism. Ken Stern, who in his role with the American Jewish Committee was a lead in drafting the IHRA definition, now speaks against it, saying that it has been used as "a blunt instrument to label anyone an antisemite" (see [this article](#) in The Guardian, April 2023). The American Civil Liberties Union explains their opposition to the definition in detail in [this letter](#) from January 2023 to the American Bar Association (ABA): "The IHRA definition has been continually instrumentalized to delegitimize critics and criticism of Israel and its policies, as well as suppress voices and activism in support for Palestinian rights. Consequently, any embrace of the IHRA definition by the ABA would undermine fundamental rights of free speech, freedom of assembly and protest, and academic freedom." As another resource, the Foundation for Middle East Peace has compiled more than 250 resources from 2011-present that lay out concerns and objections to the IHRA definition. (Click the "View Research" button on [this page](#).)

Instead of the IHRA definition, please consider the [Jerusalem Declaration on Antisemitism](#), which seeks to "(1) to strengthen the fight against antisemitism by clarifying what it is and how it is manifested, and (2) to protect a space for an open debate about the vexed question of the future of Israel/Palestine." The Jerusalem Declaration gives a fuller, more detailed and nuanced definition of antisemitism than IHRA's. It includes things that local Jewish people have mentioned to me as concerns. The Declaration also gives specific examples of speech and action regarding Israel and Palestine that are and are not antisemitic. This is something we must distinguish at this time.

I have been studying the Declaration and it is helping me learn to identify the ways I, others, and our institutions might be antisemitic. I appreciate it as part of my learning and unlearning for equity, for I know that antisemitism is part of the water we swim in and I want to do the work to identify and uproot it. I thank you for wanting to do that work as elected officials, too, and for seeking to support the community to do so. Please help us by adopting the best resource.

Anti-semitism is on the rise *and* we must allow criticism of Israel. Thus, let us find the proper tool.

Thank you,
Promise Partner
Bremerton District 5

Community organizer and participant in Kitsap SURJ (Showing Up for Racial Justice), Kitsap ERACE Coalition (Equity, Race, and Community Engagement), and KAIRE (Kitsap Advocating for Immigrant Rights and Equality)

From: Brenda Calderon <brendacal10@gmail.com>
Sent: Wednesday, January 10, 2024 3:17 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Jerusalem declaration on anti-semitism resolution

Dear Bremerton City Council,

Tonight at your study session you will consider a resolution to adopt the International Holocaust Remembrance Alliance's working definition of antisemitism. I understand your concern about antisemitism. However, I ask you to look closer at the IHRA definition and choose one that will better support us to understand this form of bigotry so that we can stand against it.

The IHRA's definition is often misused in order to protect Israel from legitimate criticism. Ken Stern, who in his role with the American Jewish Committee was a lead in drafting the IHRA definition, now speaks against it, saying that it has been used as "a blunt instrument to label anyone an antisemite" (see [this article](#) in The Guardian, April 2023). The American Civil Liberties Union explains their opposition to the definition in detail in [this letter](#) from January 2023 to the American Bar Association (ABA): "The IHRA definition has been continually instrumentalized to delegitimize critics and criticism of Israel and its policies, as well as suppress voices and activism in support for Palestinian rights. Consequently, any embrace of the IHRA definition by the ABA would undermine fundamental rights of free speech, freedom of assembly and protest, and academic freedom." As another resource, the Foundation for Middle East Peace has compiled more than 250 resources from 2011-present that lay out concerns and objections to the IHRA definition. (Click the "View Research" button on [this page](#).)

Instead of the IHRA definition, please consider the [Jerusalem Declaration on Antisemitism](#), which seeks to "(1) to strengthen the fight against antisemitism by clarifying what it is and how it is manifested, and (2) to protect a space for an open debate about the vexed question of the future of Israel/Palestine." The Jerusalem Declaration gives a fuller, more detailed and nuanced definition of antisemitism than IHRA's. It includes things that local Jewish people have mentioned to me as concerns. The Declaration also gives specific examples of speech and action regarding Israel and Palestine that are and are not antisemitic. This is something we must distinguish at this time.

I have been studying the Declaration and it is helping me learn to identify the ways I, others, and our institutions might be antisemitic. I appreciate it as part of my learning and unlearning for equity, for I know that antisemitism is part of the water we swim in and I want to do the work to identify and uproot it. I thank you for wanting to do that work as elected officials, too, and for seeking to support the community to do so. Please help us by adopting the best resource.

Anti-semitism is on the rise *and* we must allow criticism of Israel. Thus, let us find the proper tool.

"Hope is a discipline" - Mariame Kaba

Brenda Calderon
Indianola Resident
KAIRE (kitsap advocating for immigrant rights and equality) member

From: dhaase111@yahoo.com <dhaase111@yahoo.com>

Sent: Wednesday, January 10, 2024 3:30 PM

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

Subject: Please do not pass the resolution using the definition of antisemitism from the International Holocaust Remembrance Alliance

Dear Bremerton City Council,

Please do not adopt the International Holocaust Remembrance Alliance's working definition of antisemitism. The IHRA's definition is often misused in order to protect Israel from legitimate criticism. Ken Stern, who in his role with the American Jewish Committee was a lead in drafting the IHRA definition, now speaks against it, saying that it has been used as "a blunt instrument to label anyone an antisemite" (see [this article](#) in The Guardian, April 2023). The American Civil Liberties Union explains their opposition to the definition in detail in [this letter](#) from January 2023 to the American Bar Association (ABA): "The IHRA definition has been continually instrumentalized to delegitimize critics and criticism of Israel and its policies, as well as suppress voices and activism in support for Palestinian rights. Consequently, any embrace of the IHRA definition by the ABA would undermine fundamental rights of free speech, freedom of assembly and protest, and academic freedom." As another resource, the Foundation for Middle East Peace has compiled more than 250 resources from 2011-present that lay out concerns and objections to the IHRA definition. (Click the "View Research" button on [this page](#).)

Instead of the IHRA definition, please consider the [Jerusalem Declaration on Antisemitism](#), which seeks to "(1) to strengthen the fight against antisemitism by clarifying what it is and how it is manifested, and (2) to protect a space for an open debate about the vexed question of the future of Israel/Palestine." The Jerusalem Declaration gives a fuller, more detailed and nuanced definition of antisemitism than IHRA's. The Declaration also gives specific examples of speech and action regarding Israel and Palestine that are and are not antisemitic. This is something we must distinguish at this time.

Anti-semitism is on the rise and we must stop that *and* we must allow criticism of Israel and allow people to express their care for Palestinians' human rights.

Thank you,
Debby Haase

One of the team leads in Kitsap ERACE Coalition (Equity, Race, and Community Engagement) and participant in Kitsap SURJ (Showing Up for Racial Justice)

From: janice gutman <janicegutman@gmail.com>
Sent: Wednesday, January 10, 2024 3:05 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: study session tonight

Dear Bremerton City Council,

I have heard about your study session tonight to consider a resolution to adopt the International Holocaust Remembrance Alliance's working definition of antisemitism. I have also read the letter sent to you by Promise Partner concerning this decision and totally agree with her.

The IHRA's definition is not a statement that fights anti-semitism. As a Jew living in Kitsap county I am very concerned about anti-semitism. But I am also critical of the Israeli government. I do not believe criticizing Israel is an anti semitic act, just as I don't believe criticizing the United States government is the same as criticizing the American people. The IHRA opens the door for assuming that anyone who criticizes Israel is also against the Jews. This is dangerous thinking that limits our abilities to think critically about governments. There are many Jews both here and in Israel who don't agree with the actions of the Israeli government.

The Jerusalem Declaration on Anti-Semitism recognizes the limitations of the IHRA's definition of anti-semitism and attempts to clarify and more fully define what are anti-semitic acts. It is hard to be totally inclusive but it does make room for open discussion about the Israeli occupation of Palestine without calling it anti-semitic.

I believe at this time it is most important to call for a ceasefire and to condemn any hateful acts that are aimed at Jews, Muslims, or Arabs. But if your priority is to address anti-semitism, then I ask you to support the Jerusalem Declaration on Anti-Semitism rather than the IHRA's definition.

Janice Gutman

From: Neal Foley <nealfoley1021@gmail.com>
Sent: Wednesday, January 10, 2024 3:42 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: definition of,antisemitism

Dear City Council, I am recovering from a bit o sickness, don't want to share, so I will not be at the meeting tonight.

1st - I witnessed an individual on our city streets having a major breakdown recently. It could not have been handled better by our Bremerton Police. They arrived, assessed the individual and the overall situation. The Officers stayed around until things calmed down and eveyone was safe, including the person experiencing the event, and left the immediate scene. Very professional compassionate work. Thank you.

I wanted to express my feelings about the Resolution to adopt the International Holocaust Remembrance Alliance working definition of antisemitism.

I am all for an anti-hate Resolution. And I believe the BCC should be able to cut off individuals they deem are expressing hate towards others. I believe that the Resolution should state that Council has the right to cut off inappropriate hate speech against anyone. It should also be passed and posted that if people who are cut off feel they have lost 1st Amendment rights they are free to write in and say so and have that reviewed and responded to by the City Attorney. I believe we are cutting off people that can only access and express their opinions on-line and I believe that is a larger violation of the 1st.

I think there are currently 26 states at this time that have anti BDS laws. I believe this type of Resolution would be a prelude to such action(s) in our area. The Jewish people are not alone in their persecution. If we start somewhere with Resolutions let's start with our Indigenous folks, our slaves, our Japanese Americans that were placed in Concentration Camps, etc.

If saying something against Israel is hate speech count me in. I have nothing against Jewish people or any other group for that matter, but I am

extremely upset my tax dollars and country are supporting the current events in Israel. Over 10,000 children killed. I want to be able to express my feelings about that very freely without thought of reprisal or exclusion. The USS Liberty incident happened. Rachel Corrie was run over by a IDF bulldozer in 2003. These are facts not antisemitism.

I believe you are on the right track for our homeless and hope and eclectic solution can be had. I would be very pleased to have my tax dollars support all of the items being put forth to ameliorate the current situation. I think it would be great to have an initial sheltering place for screening and help, and the transitional solutions as well. I have no issue with Bremerton supporting these programs and I welcome the fact that it would be us, the citizens, and not continually religious organizations who help our less fortunate.

Thank you,

Neal

From: this is nadine <nadinehammad@gmail.com>

Sent: Wednesday, January 10, 2024 4:41 PM

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

Subject: Study Session - Regarding Resolutions to Help our Jewish, Muslim & Arab Neighbors

Dear City Council, Jennifer Chamberlin, Denise Frey, Jeff Coughlin, Jane Rebelowski, Michael Goodnow, Anna Mockler, Eric Younger, Whom it May Concern-

I am a concerned resident of Kitsap County. I wrote last month regarding the city adopting a resolution against anti-semitism, what that implies and what place cities have in an international context. I see that the definition of anti semitism you've chosen to adopt or are considering is the IHRA definition. Perhaps you have not heard that it is a commonly disputed definition as it brings up some very concerning freedom of speech issues. The ACLU and 41 organizations argue that this definition is used to suppress the free speech of Americans, especially Palestinian Americans.

Of course freedom of speech isn't always going to include pleasant speech, and we can expect councils and organizations to condemn this speech, but hate speech can be a different matter. Saying somebody used hate speech damages their reputation and rightly so. And what will happen when this definition is lightly used or even used to defame someone simply for having a disagreement? Consider as well if we define criticism of the government of Israel as hate speech we are creating a condition where we are more within our rights to criticize our own government over a foreign one.

From the definition it seems that the IHRA considers that claiming the State of Israel is racist and comparing its policies to Nazism are anti semitic remarks. I have on many occasions seen these statements made about our own country as well as Presidents on both sides of the political spectrum. Productive? No. Free Speech? YES! There is also a vague statement that 'applying double standards by requiring of it a behavior not expected or demanded of any other democratic nation' was antisemitism towards Jewish people, not free speech against Israel. The one part I do not disagree with is that denial of the Holocaust is an anti semitic statement. Absolutely. I don't agree this is civil discourse. But I also found it quite alarming that the AJC, who is promoting this definition, has made many posts on Twitter, or X, denying the current genocide against the Palestinians in Gaza. Many organizations and countries around the world agree that a genocide is occurring, and in a matter of days South Africa will be taking a detailed and lengthy report of dozens of War Crimes that the Israeli government has committed to the International Court Justice.

How productive is it to deny one genocide that so many feel is happening now, while claiming denial of another is, rightfully, hate speech? And how can we adopt a resolution that holds criticism of a government on the same level as denial of a genocide? These two concepts do not belong together, in fact they are antithesis of each other, because a world court is going to be using these very disputed criticisms to try and stop a potential genocide.

We want to consider and address the fears our Jewish neighbors feel. Please make sure the community knows about specific incidents which occur. The city can also adopt the Jerusalem Declaration on Anti Semitism, which focuses on connecting and understanding of culture over control & uncritical support of a government. Please also consider finally addressing the fears our Muslim & Arab neighbors feel. I have seen that they have reached out, written letters and attended events to find support within their community. It was quite disappointing to see that

instead of addressing their concerns, replies suggested they continue to reach out and to define Islamophobia. Please consider adopting the OHCHR definition of Islamophobia. It defines Islamophobia through research like interviews, polls and statistics. Islamophobia is not based on skin color, but based on a misconception of identity like culture, religion, language of Muslims, often associated with Arabs. It addresses how the way leaders handle and discuss the Middle East with harmful generalizations of issues and unwarranted use of stereotypes like terrorism, the antisemitic Arab and extremist Islam can cause fear in people, lead them to think Muslims want to endanger their way of life. There have been many cases where this kind of thinking has led to the death of our Muslim & Arab American brothers and sisters.

That's why it is extremely concerning that when the AJC posts on their Twitter Account, they try to redefine common Arab/Muslims phrases in a way to misappropriate their meanings. "Four Big Lies Driving Antisemitism Right Now" was an article they posted. Stating that "From the River to the Sea" means "a rallying cry for the erasure of the State of Israel and its people". This is dangerous Islamophobia that causes people to think that cries for peace are cries for genocide. I have been in these spaces my entire life, the Jewish people are treasured people of the Book. Palestinians that cry for this do not speak for the whole. There are extremists in regions and religions of all kinds. Spreading misinformation is not going to help anyone.

Now is the time to consider- how will these statements and resolutions help the people they address. How will it protect them? And how will it affect the people that are ignored or villainized? Sometimes overreach or addressing an issue that is extremely polarizing brings a vulnerable group center stage but does not actually address issues they face.

Thank you for reading my letter, and I hope you consider all members of our beautiful and diverse community when you adopt resolutions. Protect our right to discuss issues as needed, with respectful language or not, any government can be criticized.

A journalist in Gaza is killed every day. Over 100 journalists have been killed in Gaza. We must protect free speech at all costs. It is extremely inappropriate to silence the voices of our own community, especially during this crucial time.

Kitsap Resident, Poulsbo
-Nadine Hammad