



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

**WEDNESDAY, JANUARY 24, 2024**  
**CITY COUNCIL HYBRID STUDY SESSION AGENDA**  
**Starting at 5:00 PM in Council Conference Room 603**

*Council Conference Room 603 will be open to the public to attend the Study Session in-person, but there will be no opportunities for input. However, public questions or comments may be submitted at any time to [City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us). Please remember that the content of the Agenda Bill items is subject to change; and no action at the Study Session is anticipated. If approved by the Council, these items will be placed on the **February 7, 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=ZWlMVnVYbFBHjY5U1RjUmFreDFXUT09>*
  - *Or One tap mobile:  
US: +12532050468,,87318266756#,,,,\*857582# or +12532158782,,87318266756#,,,,\*857582#*
  - *Or Telephone: Dial (for higher quality, dial a number based on your current location): US: +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 6833*
- Webinar ID: 873 1826 6756  
Passcode: 857582*

**A. BRIEFINGS ON AGENDA BILL ITEMS**

- 1.** Purchase of Excess Workers' Compensation Liability Insurance with Midwest Employers Casualty Company
- 2.** Agreement with Kitsap County Department of Human Services for 2024 1/10 of 1% Funding for Therapeutic Court Services for Bremerton Municipal Court
- 3.** Acceptance of 2023-2025 Biennial Stormwater Capacity Grant; and Approval of Water Quality Stormwater Capacity Agreement with WA Department of Ecology
- 4.** Goods and Services Agreement with Rapid-Span Structures for the Purchase of Replacement Bridges for the 5000 Road on City Watershed and Utility Land
- 5.** Ordinance amending Chapter 18.02 of the Bremerton Municipal Code entitled "City Fire Code," adopting the 2021 changes to the International Fire Code
- 6.** Ordinance amending BMC Section 17.04.020 entitled "State Building Code – Adoption," adopting State Building Code WAC 51 – 2021 Editions of International Building Codes and Uniform Plumbing Code

**B. INFORMATION ONLY**

- 1.** Preliminary Review of Comprehensive Plan Vision, Goals and Policies
- 2.** Comprehensive Plan Council District Digests

***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.*

**C. GENERAL COUNCIL BUSINESS**

1. Discussion on Association of WA Cities Action Days Conference – Council President Jennifer Chamberlin
2. Public Works Committee Briefing (*Last Meeting 1/16/24*) – Chair Jane Rebelowski
3. Finance, Investment, and Parking Committee Briefing (*Last Meeting 1/23/24*) – Chair Michael Goodnow
4. Regional and Other Committee/Board Briefings
5. Other General Council Business (*As necessary, and as time allows...*)

**D. ADJOURNMENT OF STUDY SESSION**

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A1**

**SUBJECT:**

Purchase of Excess Workers' Compensation  
Liability Insurance with Midwest Employers  
Casualty Company

Study Session Date: January 24, 2024

COUNCIL MEETING Date: February 7, 2024

Department: City Attorney's Office /  
Risk Management

Presenter: Kylie Finnell / Melisa  
Folmer

Phone: (360) 473-5302

**SUMMARY:**

The Bremerton Municipal Code authorizes the Risk Management Specialist, with the approval of the City Attorney, to bind insurance and requires City Council approval for the continuation of any bound coverage that exceeds an annual premium of \$25,000. Excess Workers' Compensation for 2023 has been bound with Midwest Employers Casualty Company at an annual premium of \$152,856. The self-insured retention ("SIR") for first responders is \$1,000,000 and for all other employees \$500,000. There are no changes in retentions or policy forms from last year.

**ATTACHMENTS:**

Marsh's Excess Workers Compensation & Employers Liability Proposal

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

Sufficient funds have been budgeted in the Risk Management Fund for this expenditure for 2024.

**STUDY SESSION AGENDA:**

Limited Presentation

Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda

General Business

Public Hearing

**RECOMMENDED MOTION:**

Move to approve the purchase of the 2024 Excess Workers' Compensation Insurance with Midwest Employers Casualty Company in the amount of \$152,586.

**COUNCIL ACTION:**

Approve

Deny

Table

Continue

No Action

# City Of Bremerton

## Excess Workers Compensation & Employers Liability Proposal

Effective February 1, 2024 to February 1, 2025

	2023-2024 Renewal	2024-2025 Renewal
Excess Workers Compensation	(MEC)	(MEC)
<b>Carrier</b>	<b>Midwest Employers Casualty Co</b>	<b>Midwest Employers Casualty Co</b>
<b>AM Best Financial Rating</b>	A+ XV (Stable)	A+ XV (Stable)
State(s) Covered	Washington	Washington
Term, Years	Annual	Annual
<b>Limits</b>		
Workers Compensation Limit	Statutory	Statutory
Employers Liability Limit - Each Accident	\$1,000,000	\$1,000,000
Employers Liability Limit - Aggregate	\$1,000,000	\$1,000,000
<b>Retention</b>		
<b>Specific Retention</b>	\$500,000	\$500,000
<b>First Responders Retention</b>	\$1,000,000	\$1,000,000
<b>Rating Base / Rates / Annual Premium</b>		
<b>Estimated Worker Hours - Annualized</b>	<b>703,867</b>	<b>737,012</b>
<i>YOY Change in Exposures - Worker Hours</i>		<b>5%</b>
<b>Rate per Worker Hour</b>	<b>0.1973</b>	<b>0.2074</b>
<i>YOY Change in Rates</i>		<b>5.12%</b>
<i>Terrorism Risk in Act of 2022</i>	<i>4,166 included below</i>	<i>4,586 included below</i>
<i>Policy minimum premium</i>	\$124,986	\$137,571
<b>Deposit Premium (including Terrorism)</b>	<b>\$138,873</b>	<b>\$152,856</b>
Increase in Premium		<b>10.1%</b>

### Renewal Notes:

**Agency Commission:** All quotes include 10% Commission to Marsh as per Client Service Agreement

**Policy Conditions:** Midwest Employers must be notified of any aircraft changes occurring during the policy period

**Quote Subjectivities:** None

**Marketing Summary:** -

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A2**

**SUBJECT:**

Agreement with Kitsap County Department of Human Services for 2024 1/10 of 1% Funding for Therapeutic Court Services for Bremerton Municipal Court

Study Session Date:	<u>January 24, 2024</u>
COUNCIL MEETING Date:	<u>February 7, 2024</u>
Department:	<u>BMC</u>
Presenter:	<u>Judge Tracy Flood</u>
Phone:	<u>(360) 473-5215</u>

**SUMMARY:**

This award agreement is for the appropriation of \$100,000 for the purpose of augmenting funding of the Therapeutic Court Services program, designed to serve defendants charged with misdemeanor crimes who have co-occurring mental health conditions and/or substance use disorders receive wraparound services. This program is funded to serve up to twenty (20) individuals.

**ATTACHMENTS:**

Award agreement number KC-002-24

**FISCAL IMPACTS (Include Budgeted Amount):** 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 agreement with Kitsap County Department of Human Services; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

**COUNCIL ACTION:**

Approve       Deny       Table       Continue       No Action

## **AGREEMENT KC-002-24**

This Agreement is entered into between Kitsap County Department of Human Services and the City of Bremerton Municipal Court, to establish a therapeutic court designed to serve defendants charged with misdemeanor crimes who have co-occurring mental health conditions and/or substance use disorders receive wraparound services. These services include but are not limited to court diversions, counseling, medication, treatment, housing and rental assistance, skill building, employment coaching and education. Serving (20) individuals.

### **I. Purpose**

This Agreement is for the appropriation of \$100,000 for the purpose of augmenting state and federal funding of mental health, chemical dependency and therapeutic court programs and services with the goal of preventing and reducing the impacts of disabling chemical dependency and mental illness by creating and investing in effective, data driven programs for a continuum of recovery-oriented systems of care per RCW 82.14.460 for the time period January 1, 2024 – December 31, 2024. Funding must be used solely for the purpose of providing for the operation or delivery of chemical dependency or mental health treatment programs and services and for the operation or delivery of therapeutic court programs and services. No funding provided under this contract may be used to supplant existing funding for these programs.

### **II. Collaboration and Collective Impact**

City of Bremerton Municipal Court shall take the initiative to work with other systems to reduce fragmentation or duplication and to strengthen working relationships utilizing collective impact strategies. City of Bremerton Municipal Court will provide quarterly updates on collaborative efforts and outreach activities that will include issues mutually identified by City of Bremerton Municipal Court and respective systems that can be addressed through collective impact strategies. Examples of such systems include: mental health, veterans, adult protection and welfare, education, criminal justice, housing, employment services, primary health care plans and other publicly-funded entities promoting substance abuse and mental health services.

All entities providing services to working age adults and youth shall establish a connection with the local WorkSource system to ensure people have access to employment training and placement services.

### **III. Identification and Coordination of Available Funding Sources**

City of Bremerton Municipal Court is required to identify and coordinate all available funding resources to pay for the mental health and chemical dependency services funded by this contract, including Federal (Medicaid and Affordable Care Act, etc.),

State, local, private insurance and other private sources. The 1/10<sup>th</sup> of 1% funding should be utilized as a Payor of Last Resort.

#### **IV. Project Description**

This project will provide behavioral health services within the Crisis Intervention level of the continuum of care and addresses the following strategic goals:

- Reduce the incidence and severity of chemical dependency and mental health disorders in adults and youth.
- Reduce the number of people in Kitsap County who recycle through the criminal justice systems, including jails and prisons.
- Reduce the number of chemically dependent and mentally ill youth and adults from initial or further criminal justice system involvement.

This project will continue Therapeutic Court services in Bremerton to provide justice system diversion and wraparound supports for eligible participants.

The staff associated with implementation and covered by this funding include:

**Service Support Specialist -Court Coordinator: (1 FTE)** assistance with creation of the court, works with community partners to coordinate services, housing, transportation, and any other items needed for court compliance, electronic home monitoring. Attends court hearings and staffing meetings, point of contact for all clients, tracks cases and collects statistical data.

**Legal Technician: (.5 FTE)** clerk for the courts. Coordination and administrative duties.

Bremerton Municipal Courts was funded by Washington state to launch their therapeutic court program. This is the court's second year of implementation. Through the original Washington state grant, the Bremerton courts created partnerships with Agape, West Sound Treatment Center, Sound Integrated Health, and the Administrative Service Organization funded REAL team. These agencies are contracted with the courts and paid by state funding and augmented by the treatment sales tax funding.

**Augmented sub-contractor services include:**

Treatment Services and Case Management through Agape and West Sound Treatment Center, Peer Counselors and Community Justice Counselors through the REAL team and court vetted recovery trained and certified individuals for peer counseling.

## **V. Project Activities**

The City of Bremerton, acting through its Municipal Court, in 2023, created a Therapeutic Court to serve Bremerton residents charged with misdemeanor crimes who have co-occurring mental health and substance use conditions. The Court will work with community social service providers to offer comprehensive wraparound services. With the goal of reducing recidivism through supporting individuals address various diagnoses and improve their quality of life, to stop the revolving door of incarceration.

Community Justice Counselors will work with each participant to create an individualized plan with consistent follow up and accountability to avoid prosecution through court compliance.

The program will be structured to connect individuals to necessary supports including but not limited to; substance misuse counseling, assessments for co-existing mental health conditions, drug and alcohol testing.

## **VI. Project Design**

The Bremerton Therapeutic Court will operate in accordance with the U.S. Department of Justice Center with principles holding thirty years of research around the world for alternative, proactive, solution-based approaches with offenders of low-level crimes. These principles include;

- (A) Enhanced Information. All Court Personnel, as well as Community Justice Counselors, will receive thorough training. Detailed information about individual defendants will be used in developing treatment plans.
- (B) Community Engagement. The court will actively and regularly engage with local neighborhood organizations to monitor community conditions, engage the community to help prevent crime and its root causes, and enhance the Court's credibility.
- (C) Collaboration. The Court will work with criminal justice partners, including the Bremerton Police Department, prosecutor, and public defender, as well as a wide range of treatment providers and social service support agencies.
- (D) Individualized Justice. Program participants will have individually tailored plans for treatment and social services. Combining support and assistance with appropriate sanctions, rather than using standard sentencing practices.
- (E) Accountability. The Courts will use both positive reinforcement and the threat of punishment to help participants comply with their plans. When practicable, plans will incorporate community service and/or victim restitution.
- (F) Outcomes. The court will begin tracking the straightforward outcomes of participants-e.g., successful completions of treatment plans, non-completions, warrants issued, and rearrests. Eventually, monitoring longer term outcomes such as trends in crime rates.



In addition, the Bremerton Therapeutic Court will be guided by the Department of Justice using essential elements of a Mental Health Court and National Association of Drug Court Professionals NADCP Adult Drug Court best practice standards. These include but are not limited by integration of treatment and community supports, Informed and voluntary choice, target populations in relation to mental health and substance misuse, equity, and inclusion.

## **VII. Project Outcomes and Measurements**

City of Bremerton Municipal Court will participate in the Evaluation Plan for Treatment Sales Tax Programs. Programs or services implemented under the Treatment Sales Tax are reviewed by the Citizens Advisory Committee and monitored by the Human Services Department. The City of Bremerton will have an evaluation plan with performance measures developed in partnership with Kitsap Public Health District Epidemiologist. The emphasis will be on capturing data at regular intervals that can be used to determine whether Treatment Sales Tax funded programs met expectations. Some common measures will be identified that will be reported on. Evaluation efforts must include standardized data collection and reporting processes that produce the following types of information:

- Quantity of services (outputs)
- Level of change occurring among participants (outcomes)
- Return-on-investment or cost-benefit (system savings) if evidence-based
- Adherence to the model (fidelity)
- Common measures

Data will be collected to monitor the following goals and objectives identified by the Contractor:

Goal #1: Continue Therapeutic Court operations at the Municipal Court level.

Objective #1: Screen defendants for eligibility and enroll interested participants, maximum of 45 at any one time.

Goal #2: Program participants complete individualized plans and successfully graduate from the program.

Objective #2: Track participant's completion with 50% or more graduating from the program within 14-16 months of enrolling.

Goal #3: Minimize the number of participants who fail to comply with treatment and commit other crimes while in the program.

Objective #3: Track warrants and rearrests with fewer than 50% of participants reoffending.

Goal #4: Connect participants to services with the program positively affecting the lives of participants long-term.

Objective #4: Track participants post-graduation with respect to warrants and arrests for subsequent crimes, with 50% or fewer of graduates reoffending.

Goal #5: Reduce crime rates in the City of Bremerton.

Objective #5: Over 5-7 years, crime rates in the City of Bremerton to decrease by 20%.

### **VIII. Data Collection and Reporting**

The City of Bremerton will provide a Quarterly Report to the Kitsap County Department of Human Services by April 30, July 31, and October 31, 2024; and January 31, 2025 each year funding is received under this grant, detailing progress made on program outcomes during the quarter, what other funding sources have been investigated, and what the future potential for alternative funding is. In addition, outcomes identified in the Evaluation Plan for Mental Health, Chemical Dependency and Therapeutic Court Programs will be reported.

### **IX. Billing and Payment**

Payments to the City of Bremerton shall be requested using an invoice form, which is supplied by the County. City of Bremerton invoices must be sent to the County by the fifteenth (15th) calendar day after the end of the month.

The City of Bremerton is authorized to receive payments in accordance with the cost reimbursable budget included under this agreement. The City of Bremerton will comply with the following standards as applicable.

Reimbursement Request – Upon Completion of each month, the City of Bremerton must provide to the County a written explanation of expenditures which are less than 90% of, or more than 115% of the year-to-date budgeted total.

All payments to be made by the County under this agreement shall be made to:

City of Bremerton  
345 6th Street  
Suite 100  
Bremerton, WA 98337

The agreement shall not exceed the total amount indicated on the cover sheet of this agreement and any other modifications hereof.

**X. Duration**

This agreement is in effect from January 1, 2024 – December 31, 2024.

**XI. Amendments**

This agreement may only be modified by one or more written amendments duly approved and executed by both parties.

**XII. Attachments**

The parties acknowledge that the following attachments, which are attached to this agreement, are expressly incorporated by this reference:

This Agreement shall be effective January 1, 2024.

Dated this \_\_\_ day of \_\_\_\_\_, 2024.

Dated this \_\_\_ day of \_\_\_\_\_, 2024.

**CONTRACTOR  
CITY OF BREMERTON**

**KITSAP COUNTY BOARD OF  
COMMISSIONERS**

\_\_\_\_\_  
Tracy Flood, Judge

\_\_\_\_\_  
**KATHERINE WALTERS**, Chair

\_\_\_\_\_  
**CHRISTINE ROLFES**, Commissioner

\_\_\_\_\_  
**CHARLOTTE GARRIDO** , Commissioner

**ATTEST:**

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

**Attachment A: Budget**

## Mental Health, Chemical Dependency and Therapeutic Court Program 2024 Special Project Budget Form

Bremerton Municipal Court

Project: Community Court/Therapeutic

Enter the estimated costs associated with your project/program	2023			2024		
	Award	Expenditures	%	Request	Modifications	%
<b>Personnel</b>						
Managers	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Staff	\$ -	\$ 167,000.00	#DIV/0!	\$ 74,000.00	\$ 74,000.00	#DIV/0!
Total Benefits	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
<b>SUBTOTAL</b>	<b>\$ -</b>	<b>\$ 167,000.00</b>	<b>#DIV/0!</b>	<b>\$ 74,000.00</b>	<b>\$ 74,000.00</b>	<b>#DIV/0!</b>
<b>Supplies &amp; Equipment</b>						
Equipment	\$ -	\$ 6,000.00	#DIV/0!	\$ -	\$ -	#DIV/0!
Office Supplies	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Other (Describe):	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
<b>SUBTOTAL</b>	<b>\$ -</b>	<b>\$ 6,000.00</b>	<b>#DIV/0!</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>
<b>Administration</b>						
Advertising/Marketing	\$ -	\$ 1,500.00	#DIV/0!	\$ 1,000.00	\$ 1,000.00	#DIV/0!
Audit/Accounting	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Communication	\$ -	\$ 1,700.00	#DIV/0!	\$ 1,000.00	\$ 1,000.00	#DIV/0!
Insurance/Bonds	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Postage/Printing	\$ -	\$ 1,000.00	#DIV/0!	\$ 1,000.00	\$ 1,000.00	#DIV/0!
Training/Travel/Transportation	\$ -	\$ 6,000.00	#DIV/0!	\$ 5,000.00	\$ 5,000.00	#DIV/0!
% Indirect (Limited to 5%)	\$ -	\$ 2,500.00	#DIV/0!	\$ 2,600.00	\$ 2,600.00	#DIV/0!
Other (Describe):	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
<b>SUBTOTAL</b>	<b>\$ -</b>	<b>\$ 12,700.00</b>	<b>#DIV/0!</b>	<b>\$ 10,600.00</b>	<b>\$ 10,600.00</b>	<b>#DIV/0!</b>
<b>Ongoing Operations &amp; Maintenance</b>						
Janitorial Service	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Maintenance Contracts	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Maintenance of Existing Landscaping	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Repair of Equipment and Property	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Utilities	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Other (Describe):	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Other (Describe):	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Other (Describe):	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
<b>SUBTOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>
<b>Sub-Contracts</b>						
Organization:Treatment services	\$ -	\$ 22,000.00	#DIV/0!	\$ 4,000.00	\$ 4,000.00	#DIV/0!
Organization: Peer Counselors	\$ -	\$ -	#DIV/0!	\$ 4,000.00	\$ 4,000.00	#DIV/0!
Organization:Justice Counselor	\$ -	\$ 16,000.00	#DIV/0!	\$ 4,000.00	\$ 4,000.00	#DIV/0!
Organization: Resource Fair	\$ -	\$ -	#DIV/0!	\$ 3,400.00	\$ 3,400.00	#DIV/0!
<b>SUBTOTAL</b>	<b>\$ -</b>	<b>\$ 38,000.00</b>	<b>#DIV/0!</b>	<b>\$ 15,400.00</b>	<b>\$ 15,400.00</b>	<b>#DIV/0!</b>
<b>Other</b>						
Debt Service	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
Other (Describe):	\$ -	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!
<b>SUBTOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>	<b>\$ -</b>	<b>\$ -</b>	<b>#DIV/0!</b>
<b>Total Project Budget</b>	<b>\$ -</b>	<b>\$ 223,700.00</b>	<b>#DIV/0!</b>	<b>\$ 100,000.00</b>	<b>\$ 100,000.00</b>	<b>#DIV/0!</b>

NOTE: Indirect is limited to 5%

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>CITY OF BREMERTON</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input checked="" type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>345 6TH STREET, SUITE 100</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code <b>BREMERTON WA 98337-1891</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									
9	1	-	6	0	0	1	2	3	1

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

1/3/2023

**Ref#:** 14346

Kitsap County  
Attn: Department of Human Services  
614 Division St., MS -23  
Port Orchard, WA 98366-4676

Re: City of Bremerton  
Agreement KC-069-23

### **Evidence of Coverage**

The City of Bremerton is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Bremerton. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Bremerton all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,



Rob Roscoe  
Deputy Director

cc: Melisa Folmer



**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A3**

**SUBJECT:**

Acceptance of 2023-2025 Biennial  
Stormwater Capacity Grant; and Approval of  
Water Quality Stormwater Capacity  
Agreement with WA Department of Ecology

Study Session Date: January 24, 2024  
COUNCIL MEETING Date: February 7, 2024  
Department: PW&U  
Presenter: Chance Berthiaume  
Phone: (360) 473-5929

**SUMMARY:**

DOE is providing a no match grant for \$130,000 to assist in the implementation and management of the municipal stormwater program. The overall goal is to improve water quality by reducing stormwater pollutants discharged to state water bodies.

**ATTACHMENTS:**

- 1) Summary; and 2) Water quality stormwater capacity agreement between the Washington State Department of Ecology and City of Bremerton

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

A \$130,000 no match grant to the Stormwater Utility to assist with implementation of the NPDES Phase II Municipal Stormwater Permit requirements beginning July 1, 2023 through March 31, 2025.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:**

Move to accept the 2023-2025 Biennial Stormwater Capacity Grant with the Washington State Department of Ecology; 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



## Washington State Department of Ecology (DOE) 2023-2025 Biennial Stormwater Capacity Grant

### Summary:

DOE is providing a no match grant for \$130,000 to assist in the implementation and management of the municipal stormwater program. The overall goal is to improve water quality by reducing stormwater pollutants discharged to state water bodies. Funds are available from July 1, 2023 through March 31<sup>st</sup>, 2025 to support the following activities and program management:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure including seasonal staff to help with system maintenance and operation.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.  
This includes materials used for secondary containment needed for the Industrial Stormwater General Permit's, and Stormwater Pollution Prevention Plans.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring. Monitoring includes:
- 9) Source control program development:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.

Funds will be used to supplement the approved Stormwater Utility budget for 2023-2025.

Project manager: Chance Berthiaume  
Contact Phone: (360) 473-5929  
Email: [Chance.Berthiaume@ci.bremerton.wa.us](mailto:Chance.Berthiaume@ci.bremerton.wa.us)



## Agreement No. WQSWCAP-2325-BremPW-00002

### WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF BREMERTON

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

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#### GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

#### Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

#### Project Long Description:

N/A

#### Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-BremPW-00002  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Bremerton

**RECIPIENT INFORMATION**

Organization Name: City of Bremerton

Federal Tax ID: 91-6001231  
UEI Number: HV84RG6NYNG4

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

Physical Address: 345 6th Street  
Bremerton, WA 98337

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

**Contacts**

Agreement No: WQSWCAP-2325-BremPW-00002  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Bremerton

<p><b>Project Manager</b></p>	<p>Chance Berthiaume                  Utility Manager</p> <p>100 Oyster Bay Ave N                  Bremerton, Washington 98312                  Email: chance.berthiaume@ci.bremerton.wa.us                  Phone: (360) 473-5929</p>
<p><b>Billing Contact</b></p>	<p>Kirsten Cooper</p> <p>345 6th Street, Suite 100                  Bremerton, Washington 98337                  Email: kirsten.cooper@ci.bremerton.wa.us                  Phone: (360) 473-5209</p>
<p><b>Authorized Signatory</b></p>	<p>Greg Wheeler                  Mayor</p> <p>345 6th Street, Suite 600                  Bremerton, Washington 98337                  Email: greg.wheeler@ci.bremerton.wa.us                  Phone: (360) 473-5266</p>

Agreement No: WQSWCAP-2325-BremPW-00002  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Bremerton

**ECOLOGY INFORMATION**

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

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

**Contacts**

<b>Project Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
<b>Financial Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890



Agreement No: WQSWCAP-2325-BremPW-00002  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Bremerton

**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$2,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

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

Task Expected Outcome:

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

Recipient Task Coordinator: Chance Berthiaume

**Project Administration/Management**

**Deliverables**

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



Agreement No: WQSWCAP-2325-BremPW-00002  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Bremerton

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$128,000.00

Task Title: Permit Implementation

### Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

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 Recipient Name: City of Bremerton

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Chance Berthiaume

**Permit Implementation**

**Deliverables**

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-2325-BremPW-00002  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Bremerton

**BUDGET**

**Funding Distribution EG240234**

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

Funding Title: 2023-25 Stormwater Capacity Grant                      Funding Type: Grant  
 Funding Effective Date: 07/01/2023                                      Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)  
 Fund: FD  
 Type: State  
 Funding Source %: 100%  
 Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%  
 Recipient Match %: 0%  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

<b>2023-25 Stormwater Capacity Grant</b>	<b>Task Total</b>
Grant and Loan Administration	\$ 2,000.00
Permit Implementation	\$ 128,000.00

**Total: \$ 130,000.00**

Agreement No: WQSWCAP-2325-BremPW-00002  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Bremerton

### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 130,000.00</b>	<b>\$ 130,000.00</b>

#### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

#### **SPECIAL TERMS AND CONDITIONS**

#### **GENERAL FEDERAL CONDITIONS**

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

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

##### **EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

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 Recipient Name: City of Bremerton

transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

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

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

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

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

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

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Recipient Name: City of Bremerton

the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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Recipient Name: City of Bremerton

## **GENERAL TERMS AND CONDITIONS**

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

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

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

#### 2. AMENDMENTS AND MODIFICATIONS

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

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

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

RECIPIENT shall:

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

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Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Bremerton

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

RECIPIENT shall:

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

## 5. ASSIGNMENT

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

## 6. COMMUNICATION

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

## 7. COMPENSATION

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



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Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Bremerton

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

#### 8. COMPLIANCE WITH ALL LAWS

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

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

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

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

#### 9. CONFLICT OF INTEREST

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

#### 10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

#### 11. DISPUTES

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

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

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

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

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

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

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

## 12. ENVIRONMENTAL DATA STANDARDS

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

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

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

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

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

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

## 13. GOVERNING LAW

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

## 14. INDEMNIFICATION

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

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

## 15. INDEPENDENT STATUS

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

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## 16. KICKBACKS

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

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

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

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

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

## 18. ORDER OF PRECEDENCE

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

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

## 20. PROGRESS REPORTING

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

## 21. PROPERTY RIGHTS

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

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## 22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

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

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

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

## 23. RECOVERY OF FUNDS

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

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

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

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

## 24. SEVERABILITY

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

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

## 26. SUSPENSION

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

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## 27. SUSTAINABLE PRACTICES

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

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

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

## 28. TERMINATION

### a) For Cause

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

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

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

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

### b) For Convenience

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

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

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

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

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

c) By Mutual Agreement

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

d) In Event of Termination

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

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

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A4**

**SUBJECT:**

Goods and Services Agreement with Rapid-Span Structure for the Purchase of Replacement Bridges for the 5000 Road on City Watershed and Utility Land

Study Session Date:	<u>January 24, 2024</u>
COUNCIL MEETING Date:	<u>February 7, 2024</u>
Department:	<u>PW&amp;U</u>
Presenter:	<u>S. Walsh</u>
Phone:	<u>(360) 473-5928</u>

**SUMMARY:**

The Forestry Division maintains over 50 miles of forest road and associated stream crossings, including 7 bridges, on City Watershed and Utility Land. In 2021 the bridges were inspected by an engineer who identified two bridges that require replacement. This contract is to purchase the two replacement bridges and associated infrastructure. There will be a separate contract for the installation of the bridges and associated road work.

An RFQ (Request for Quotes) was sent out November 13, 2023 and we received two proposals.

Rapid-Span Structures was the lowest responsive proposal for both bridges for a total cost of \$275,352.17, which includes freight & taxes.

**ATTACHMENTS:**

- 1) Goods and Services Agreement with Rapid-Span Structures
- 2) Rapid-Span Structures Proposal
- 3) Project Locations Map
- 4) Bid Summary

**FISCAL IMPACTS (Include Budgeted Amount):** The bridge purchases are budgeted in the Water Capital Budget.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:** Move to approve the purchase of the 5000 RD bridges from Rapid-Span Structures in the amount of \$275,352.17; 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





## GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, is entered into between the City of Bremerton, a Washington Municipal Corporation ("City"), and Rapid-Span Structures ("Vendor"), whose mailing address is: 1145 Industrial Drive Armstrong, BC V0E 1B6.

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 as outlined in Exhibit A.

**II. TIME OF COMPLETION.** Vendor shall complete the work and provide all goods, materials and services within 270 calendar days from the date all parties have signed this Agreement or by August 1<sup>st</sup> 2024, whichever occurs first.

**III. COMPENSATION.** The City shall pay the Vendor the total amount of \$275,352.17, including applicable Washington State Sales Tax, for the goods, materials and services contemplated in this Agreement. The City shall pay the Vendor the following amounts according to the following schedule as outlined in Exhibit A.

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.



City of Bremerton  
Department of Public Works & Utilities

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- 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.



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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.



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

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

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

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

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

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

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

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

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

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

D.

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



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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 6<sup>th</sup> 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, unless determined not required, 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.



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

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

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

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

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

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

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

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

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



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Notices to be sent to:

CITY:

Attn: Sean Walsh

City of Bremerton

100 Oyster Bay Ave N

Bremerton, WA 98312

Notices to be sent to:

VENDOR:

Attn: Paul King

Rapid-Span Structures

1145 Industrial Drive

Armstrong BC V0E 1B6

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

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

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

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

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



City of Bremerton  
Department of Public Works & Utilities

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

CITY:

VENDOR:

CITY OF BREMERTON

Rapid-Span Structures

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

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

Print Name: Greg Wheeler

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

Its: Mayor

Its: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

ATTEST:

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

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

KYLIE J. FINNELL, Bremerton City Attorney

ANGELA HOOVER, City Clerk

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### City of Bremerton - 5000 Road Bridges Bid Summary

#### Two 16' x 65' Bridges w/abutments

Vendor	16' x 65' Vessey Bridge	16' x 65' 5000 Railcar Bridge	Total Bridge Cost	Comment	Additional Install Work	Additional Install Costs	Total Installed Cost (Bridge)
<b>Rapid-Span Structures</b>	\$ 127,914	\$ 124,240	<b>\$ 252,154</b>	Concrete deck & guardrails	Assemble & Grout bridges (2 @ \$3500)	\$ 7,000.00	<b>\$ 259,154</b>
<b>Contech</b>	\$ 131,600.00	\$ 126,600.00	<b>\$ 258,200</b>	Steel deck w/gravel surface	Gravel deck (2 @ \$2500)	\$ 5,000.00	<b>\$ 263,200</b>
<b>RTI Fabrication</b>	No bid						
<b>True-North Steel</b>	No bid						



City of Bremerton  
 Department of Public Works & Utilities

affirmatively mark that the product(s) meet the specification. Those that do not meet each specification may be disqualified as non-responsible.

**MATERIALS LIST**

DESCRIPTIONS	CHECK IF AS FULLY SPECIFIED	DESCRIBE IF NOT AS SPECIFIED. (ATTACH ADDITIONAL SHEETS IF NEEDED.)
Item 1	✓	
5000 RD Vessey Bridge Replacement	✓	See attached Specifications
Item 2	✓	
5000 RD Railcar Bridge Replacement	✓	See attached Specifications
Delivery to site including insurance	✓	

*Please be sure to check the individual technical specification sheet of each replacement bridge.*

**6. PRICING INFORMATION:**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1.	5000 Rd Vessey Bridge Replacement	1	Ea.	\$ 127,914. <sup>00</sup> *	\$ 127,914.00
2.	5000 Rd Railcar Bridge Replacement	1	Ea.	\$ 124,240. <sup>00</sup> *	\$ 124,240.00
	TOTAL PRICE				\$ 252,154.00**

\* Prices shall remain valid for a period of no less than thirty (30) days. The City does not represent or guarantee any minimum purchases, and does not guarantee any purchases will be made. Washington State Sales Tax will be paid by the City.

\*\* Bidder may include additional provisions with proposal. - See attached

# **5000 Rd Vessey & 5000 Railcar Bridges Supply & Delivery**

## **Scope of Work**

Vendor shall supply and deliver two (2) bridges to (or near) their respective installation locations within the Bremerton Watershed as directed by the Forestry Manager. The bridge structures are more particularly described as follows:

### **5000 Road Vessey Bridge**

- Bridge shall be a 16-foot wide x 65-foot long structure for installation on a 1.0% gradient. Bridge structure is to be load-rated at HL93 with potential to accommodate occasional U-80 overload vehicles.
- Substructure shall consist of two (2) weathering steel girders (approx. 36" deep) complete with cross-bolted bracing. Substructure is to be field-assembled, estimated assembled weight is 24,000 lbs.
- Concrete running shall consist of nine (9) precast deck panels (with 16" composite curb/guardrails) and shall include grout for installation to sub-structure. Estimated weight is 15,000 lbs per panel.
- Two (2) concrete ballastwalls that extend at least 5-feet beyond edges of bridge. Estimated weight is 15,000 lbs per ballastwall.
- Two (2) precast sills as described in the plans and bid documents, the sills are to be fabricated in such a manner to accommodate the 1% bridge gradient. Estimated sill weights are 10,000 and 13,000 lbs each.
- Bearing assemblies to facilitate bridge-to-sill connection.
- Four (4) bridge delineators.
- Materials: All structural members shall be A-588/A-709 weathering steel or precast reinforced concrete with minimum *f<sub>c</sub>* of 5000 psi. All steel materials that may become in contact with soil shall be coated with an appropriate corrosion-resistant system.

### **5000 Railcar Bridge**

- Bridge shall be a 16-foot wide x 65-foot long structure for installation on a 0% gradient. Bridge structure is to be load-rated at HL93 with potential to accommodate occasional U-80 overload vehicles.
- Substructure shall consist of two (2) weathering steel girders (approx. 36" deep) complete with cross-bolted bracing. Substructure is to be field-assembled, estimated assembled weight is 24,000 lbs.
- Concrete running shall consist of nine (9) precast deck panels (with 16" composite curb/guardrails) and shall include grout for installation to sub-structure. Estimated weight is 15,000 lbs per panel.
- Two (2) concrete ballastwalls that extend at least 5-feet beyond edges of bridge. Estimated weight is 15,000 lbs per ballastwall.
- Two (2) precast sills as described in the plans and bid documents. Estimated weight is 10,000 lbs per sill.
- Bearing assemblies to facilitate bridge-to-sill connection.
- Four (4) bridge delineators.
- Materials: All structural members shall be A-588/A-709 weathering steel or precast reinforced concrete with minimum *f<sub>c</sub>* of 5000 psi. All steel materials that may become in contact with soil shall be coated with an appropriate corrosion-resistant system.



# CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

<b>1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS</b>	<b>2. INSURED'S FULL NAME AND MAILING ADDRESS</b>
City of Bremerton 345 6th Street, Suite 100  Bremerton WA 98337	Rapid-Span Structures Limited Partnership 1145 Industrial Dr. Armstrong BC V0E 1B6

**3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES** (but only with respect to the operations of the Named Insured)

Operations: Manufacturing/Design/Fabrication of Steel/Precast Concrete  
 RE: Two 5000 RD Bridge Replacements  
 Underwriters agree to waive any rights of subrogation they may have under policy #501577281 in favour of the City of Bremerton as required by written contract entered into prior to the loss and limited to operations of the Named Insured under said contract; subject to all policy terms, conditions, and exclusions

**4. COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. **LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS**

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> Claims Made <b>OR</b> <input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Products and/or completed operations <input type="checkbox"/> Employer's Liability <input checked="" type="checkbox"/> Cross Liability <input checked="" type="checkbox"/> Waiver of Subrogation <input checked="" type="checkbox"/> Tenants Legal Liability <input type="checkbox"/> Pollution Liability Extension <input checked="" type="checkbox"/> Forest Fire Fighting Exp. <input checked="" type="checkbox"/> Primary & Non-Contributory	Intact Insurance Company  501577281	2023/10/1	2024/10/1	Commercial General Liability		
				Bodily Injury and Property Damage		
				Liability - General Aggregate		10,000,000
				- Each Occurrence		10,000,000
				Products and Completed Operations Aggregate		10,000,000
				<input type="checkbox"/> Personal Injury Liability		
				<input checked="" type="checkbox"/> Personal and Advertising Injury Liability		10,000,000
				Medical Payments		
				Tenants Legal Liability		1,000,000
				Pollution Liability Extension		
Forest Fire Fighting Exp.		1,000,000				
Primary & Non-Contributory		10,000,000				
<input checked="" type="checkbox"/> Non-Owned Automobiles	AS ABOVE	2023/10/1	2024/10/1	Non-Owned Automobile		10,000,000
<input type="checkbox"/> Hired Automobiles				Hired Automobiles		
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Described Automobiles <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Leased Automobiles ** ** All Automobiles leased in excess of 30 days where the insured is required to provide insurance				Bodily Injury and Property Damage Combined		
				Bodily Injury (Per Person)		
				Bodily Injury (Per Accident)		
				Property Damage		
<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/>				Each Occurrence		
				Aggregate		
<b>OTHER LIABILITY (SPECIFY)</b> <input checked="" type="checkbox"/> Contractors Limited <input type="checkbox"/> Pollution Liability <input type="checkbox"/> <input type="checkbox"/>	AS ABOVE	2023/10/1	2024/10/1	Contractors Limited		2,000,000
				Pollution Liability		

**5. CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

<b>6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS</b>	<b>7. ADDITIONAL INSURED NAME AND MAILING ADDRESS</b> (Commercial general Liability - but only with respect to the operations of the Named Insured)
Johnston Meier Insurance Agencies Group 3923 32 St Vernon BC V1T 5P2  BROKER CLIENT ID: RAP905	City of Bremerton 345 6th Street, Suite 100  Bremerton WA 98337

**8. CERTIFICATE AUTHORIZATION**

Issuer	Johnston Meier Insurance Agencies Group	Contact Number(s)	
Authorized Representative	Stephanie Heng	Type	No
Signature of Authorized Representative		Type Phone	No (250) 545-5311
		Type Fax	No (250) 545-3563
		Date	2023   12   18
		EEmail Address	vernon@jmins.com

*Intact Insurance Company  
1200, 321 - 6th Avenue S.W.  
Calgary, AB T2P 4W7*

**Insured name and postal address**

Rapid-Span Holdings Limited Partnership  
1145 Industrial Drive  
Armstrong, BC V0E 1B6

**Broker 00786**

Johnston Meier Insurance Agencies Group  
3923 32nd Street Vernon, British Columbia  
V1T 5P2  
Phone No. 250 545 5311

### General Information

Intact Insurance Company hereinafter called the Insurer.

Type of Document	POLICY CHANGE
Policy Period	<b>From</b> October 1, 2023 <b>To</b> October 1, 2024 12:01 A.M. local time at the postal address of the Insured shown above
Effective Date of Modification	December 18, 2023
Insured's Business Operations	Manufacturing/Design/Fabrication of Steel/Precast Concrete & Building Owner
Reason for Modification	Addition of Additional Insured

**Save paper, add convenience!**  
Ask your broker how you can receive your documents electronically.



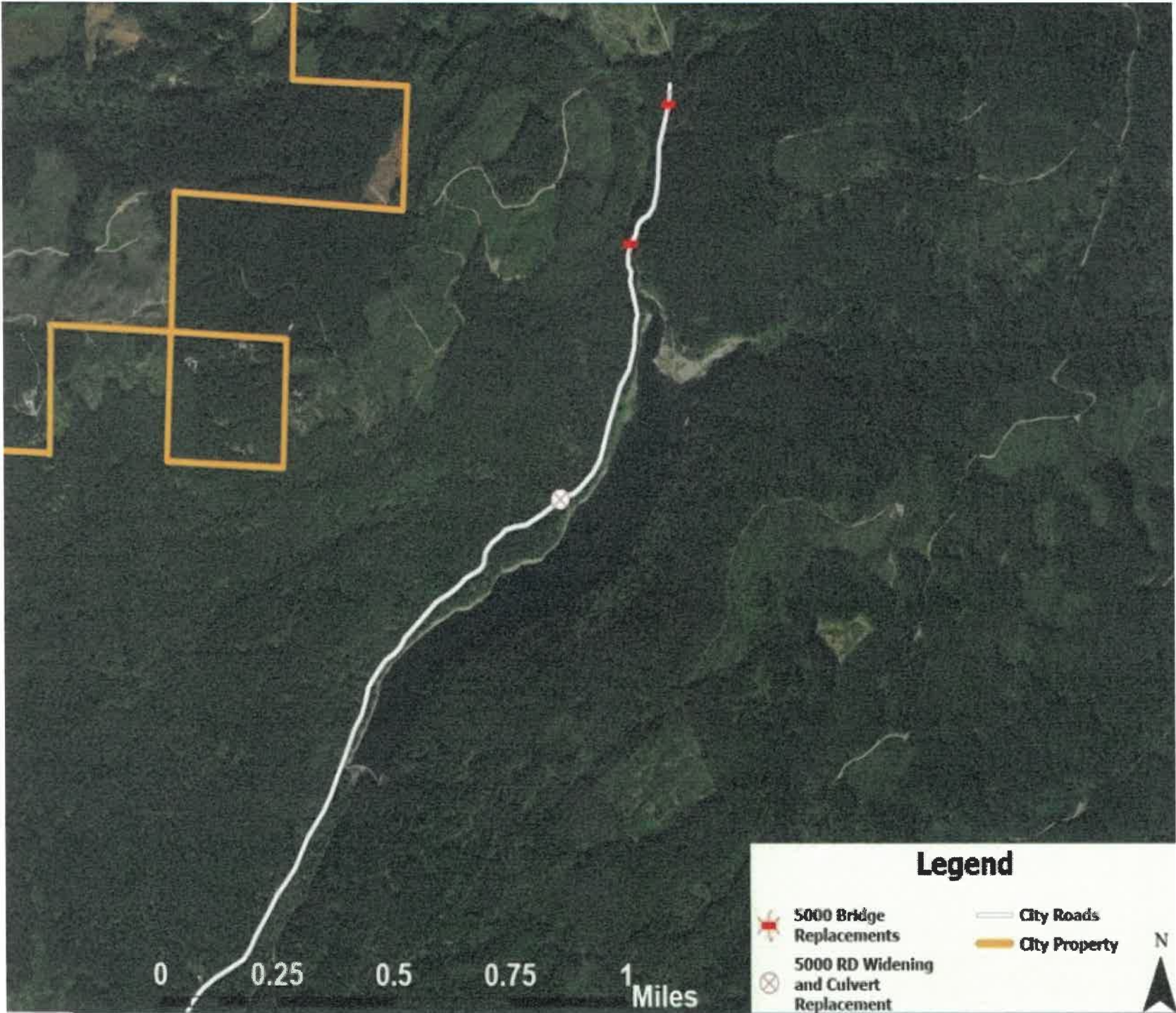
**This policy contains a clause(s) that may limit the amount payable**

**General Liability**

**Interested Party(ies)**

City of Bremerton  
345 6th Street, Suite 100 Bremerton WA 98337 UNITED  
STATES

Additional Insured



**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A5**

**SUBJECT:**

Ordinance amending Chapter 18.02 of the Bremerton Municipal Code entitled "City Fire Code," adopting the 2021 changes to the International Fire Code

Study Session Date:	<u>January 24, 2024</u>
COUNCIL MEETING Date:	<u>February 7, 2024</u>
Department:	<u>Fire</u>
Presenter:	<u>Mike Six, Fire Marshall, Chief Pat McGanney</u>
Phone:	<u>(360) 473-5480</u>

**SUMMARY:** The action before the Council is to pass an ordinance amending BMC Chapter 18.02 to adopt the 2021 editions of the International Fire Code, as published by the International Code Council (ICC) and amended by the Washington State Building Code Council (WSBCC).

The ordinance makes minor housekeeping amendments for proper references in the BMC. It is anticipated that the WSBCC codes will become effective on March 15, 2024, and our ordinance indicates that we will implement the new codes on the date that the State implements.

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

**FISCAL IMPACTS (Include Budgeted Amount):** No City fiscal impacts. The City is required to follow the fire codes as adopted and amended by WSBCC. The updates to the fire codes will increase the cost of construction for builders.

**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 18.02 of the Bremerton Municipal Code entitled "City Fire Code" adopting the 2021 changes to the International Fire Code.

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



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

**AN ORDINANCE** of the City Council of the City of Bremerton, Washington, amending Chapter 18.02 of the Bremerton Municipal Code entitled "City Fire Code."

WHEREAS, the City Council desires to amend Chapter 18.02 of the Bremerton Municipal Code entitled "City Fire Code" in order to update provisions of the code to make corrections to code references and to make other related amendments; NOW THEREFORE,

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

**SECTION 1.** Chapter 18.02 of the Bremerton Municipal Code entitled "City Fire Code" is hereby amended to read as follows:

**Chapter 18.02  
CITY FIRE CODE**

**18.02.010 PURPOSE.**

The purpose of the City Fire Code is to prescribe regulations consistent with nationally recognized good practice for safeguarding to a reasonable degree of protection the life and property of our citizens from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the use or occupancy of buildings or premises. It is understood the Fire Code and its referenced documents are to provide a framework for the fire and life safety requirements to protect the citizens and emergency responders from the predictable situations the codes regulate. Therefore under no circumstance shall any space, occupancy or other location be allowed to be occupied or otherwise utilized, whether temporarily or permanently, without the Fire Code Official's written authorization.

**18.02.020 FIRE CODE – ADOPTED.**

In accordance with Chapter 19.27 RCW, the International Fire Code, ~~2018-2021~~ Edition, published by the International Code Council, Inc., together with any additions, deletions, and exceptions currently enacted or as may be amended from time to time by the State of Washington through its Building Code Council pursuant to Chapter 51-54A of the Washington Administrative Code ("WAC"), and International Fire Code, ~~2018-2021~~ Edition, Appendices B, C, D, H, I and H, and as further amended in this chapter, are hereby adopted and incorporated by this reference.

**18.02.025 AUTHORITY.**

The Fire Code Official is authorized to enforce the provisions of the Fire Code. "Fire Code Official" shall mean the City of Bremerton Fire Marshal or other City official designated by the City of Bremerton Fire Chief who shall be the formal administrator of the City Fire Code.

**18.02.030 CODE CONFLICTS.**

To the extent allowed by RCW 19.27.040, if a conflict exists between the provisions of the International Fire Code adopted and amended by the Washington State Building Code Council and the provisions of this chapter, the Bremerton Municipal Code provisions shall govern.

**18.02.040 AMENDMENTS TO THE IFC – ADMINISTRATION.**

(a) ~~General Authority and Responsibilities~~ Duties and Powers of the Fire Code Official- Retained Authority ~~General~~. Section 104 of the International Fire Code, entitled "~~General Authority and Responsibilities~~ Duties and Powers of the Fire Code Official," is amended by adding the following new Subsection 104.1.1:

**Sec. 104.1.1 Retained authority - Additional conditions.** The Fire Code Official retains the authority to impose additional conditions where the official determines it necessary to mitigate identified fire protection impacts. These conditions may include, by way of example and without limitation, increased setbacks, use of fire retardant materials, installation of standpipes, smoke and heat vents, draft curtains, smoke control, fire sprinkler and fire alarm systems, including temporary provisions and without limitation such as fire watch, fire department standby, blocking of roads and additional fire safety inspections.

(b) ~~General Authority and Responsibilities~~ Duties and Powers of the Fire Code Official- Lot Lines and Setback Lines. Section 104 of the International Fire Code, entitled "~~General Authority and Responsibilities~~ Duties and Powers of the Fire Code Official," is amended by adding the following new Subsection 104.1213:

**Sec. 104.1213 Lot lines and setback lines.** Notwithstanding the authority of the Fire Code Official to administer and enforce the fire code, the Fire Code Official shall have no duty to verify or establish lot lines or setback lines. No such duty is created by this code and none shall be implied.

(c) **Permits - Fees.** Section 105 of the International Fire Code, entitled "Permits," is amended by adding the following new Subsection 105.1.7:

**Sec. 105.7 Fees.** The Fire Code Official shall prepare a resolution establishing a schedule of fees, if any, for council consideration, which fees shall include the cost involved in the processing, issuance, and renewal of permits and certificates. Any fee schedule adopted by resolution shall govern the fee amount to be assessed for any permit or certificate and the Fire Code Official shall collect those fees as a condition to issuance or renewal of any permit or certificate. Failure to pay for either an original permit or the required renewal within 30 days of the date notice is given, shall result in the City's termination of the permit or certificate application.

(d) **Permits - Term.** Section 105 of the International Fire Code, entitled "Permits," is amended by adding the following new Subsection 105.3.6.1:

**Sec. 105.3.6.1 Unsafe Situations:** Actions taken outside of the guidelines contained within any permit required by section 105 of the IFC shall be deemed unsafe and shall entitle the Fire Code Official to immediately have all utilities including but not limited to: electricity, water, sewer and gas shut off or otherwise disconnected from the site. Utilities shall not be restored without the conditions of all required permit(s) resolved.

(e) **Board of Appeals.** Section 109 of the International Fire Code, entitled "Board of appeals," is amended by substituting Section 109 with the following:

**Sec. 109 Board of appeals.** The City of Bremerton hearings examiner is designated as the board of appeals in order to hear and decide appeals of orders, decisions, or determinations made by the Fire Code Official relative to the suitability of alternate materials, designs, and methods of construction and appeals of the reasonable application of the Fire Code. Appeals shall be made as set forth in section 18.02.200 of the Bremerton Municipal Code.

(f) Violation Penalties. Section 110 of the International Fire Code, entitled "Violations," is amended by substituting Subsection 110.4 with the following:

**Sec. 110.4 Violation penalties.** Any person, company or corporation who violates any provision of this code or fails to comply with any of its requirements or who erects, constructs, alters, or repairs a building or structure or building system in violation or inconsistent with (a) the approved construction documents, (b) a directive of the Fire Code Official, or (c) a permit or certificate issued under the provisions of this code, or operates without such permit, shall be subject to penalties as set forth in section 18.02.190 of the Bremerton Municipal Code or as otherwise provided by law.

(g) General Definitions. Section 202 of the International Fire Code is amended to add the following general definitions:

APWA is the American Public Works Association.

AWWA is the American Water Works Association.

FIRE FLOW. A measure of the sustained flow of available water for firefighting at a specific building or within a specific area at 20 pounds-per-square-inch residual pressure.

FIRE WALL. An approved wall of not less than 4 hour fire-resistive construction with no openings, which extends vertically from the foundation to terminate in a parapet not less than 30 inches above the roof, and which extends horizontally to the furthest projection of any portion of the building or to a point 30 inches beyond the intersecting exterior wall, whichever is furthest. As an alternative to the horizontal requirements, such fire wall may be extended a minimum of 30 inches along both sides of the intersecting exterior wall, provided there are no projections beyond the intersecting exterior wall.

LIFE SAFETY RESCUE ACCESS. Unobstructed access to all floor levels and each roof level of a building on not less than 20 percent of the building perimeter by utilizing a 35 foot ladder. An alternate method would be at least 1 stairway enclosure with exit doorways from each floor level and with a door opening onto each roof level which conforms to the requirements of the International Building Code.

PRIVATE HYDRANT is a fire hydrant situated and maintained to provide water for firefighting purposes with restrictions as to use.

PUBLIC HYDRANT is a fire hydrant situated and maintained to provide water for firefighting purposes without restrictions as to use for that purpose and is accessible for immediate use at all times.

#### **18.02.050 AMENDMENTS TO THE INTERNATIONAL FIRE CODE - SECTION 311, VACANT PREMISES.**

The following local amendments to Section 311 of the International Fire Code, entitled "Fire Protection," are adopted and incorporated into the International Fire Code:

(a) Vacant Premises - Fire Protection Systems. Section 311 of the International Fire Code, entitled "Vacant Premises," is amended by substituting Subsection 311.2.2 with the following:

**Sec. 311.2.2 Fire protection.** Fire alarm, sprinkler, and standpipe systems shall be maintained in an operable condition at all times.

**Exception:** If, in the opinion of the Fire Code Official, the premises (a) has been cleared of all combustible materials and debris, (b) is of the type of construction with sufficient fire separation distance so as to not create a fire hazard, (c) has been secured to prohibit entry by unauthorized persons, and (d) has buildings that will not be heated, potentially exposing fire protection systems to freezing temperatures, then the Fire Code Official may allow fire alarm and sprinkler systems to be placed out of service and may allow standpipes to be maintained as dry systems (without an automatic water supply).

**18.02.055 AMENDMENTS TO THE INTERNATIONAL FIRE CODE -  
CHAPTER 4, EMERGENCY PREPAREDNESS.**

The following local amendment to Chapter 4 of the International Fire Code, entitled "Emergency Planning and Preparedness," is hereby adopted:

**Sec. 401.9 Hardwired Telephones.** All occupancies with hardwired telephones, new and existing, when 911 is dialed shall correctly report the address of the actual location dialed from.

**18.02.060 AMENDMENTS TO THE INTERNATIONAL FIRE CODE -  
CHAPTER 5, FIRE SERVICE FEATURES.**

The following local amendments to Chapter 5 of the International Fire Code, entitled "Fire Service Features," are adopted and incorporated into the International Fire Code:

(a) Fire Service Features - Fire Apparatus Access Roads. Section 503 of the International Fire Code, entitled "Fire Apparatus Access Roads," is hereby adopted.

(b) Fire Apparatus Access Roads - Where Required. Section 503 of the International Fire Code, entitled "Fire Apparatus Access Roads," is amended by adding the following new Subsection 503.1.4:

**Sec. 503.1.4 Residential access.** For development of Group R-3 occupancies accessed from a fire apparatus access road that does not meet specifications set forth in Section 503 and Appendix D, and automatic fire sprinkler system is required in compliance with BMC 18.02.080(n).

**Exception:** All residential development on lots that are existing or have received preliminary subdivision approval prior to December 1, 2013, unless otherwise required.

(c) Fire Apparatus Access Roads - Dimensions. Section 503 of the International Fire Code, entitled "Fire Apparatus Access Roads," is amended by substituting Subsection 503.2.1 with the following:

**Sec. 503.2.1 Dimensions.** Unless otherwise approved by the Fire Code Official, the following minimum dimensions shall apply for fire apparatus access roads:

1. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), except for approved security gates in accordance with section 503.6 and Appendix D 103.5, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

2. In the immediate vicinity of any building or portion thereof in excess of 28 feet in height, the fire apparatus access road shall have an unobstructed width of not less than 26 feet (7924 mm) and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

(d) Fire Apparatus Access Roads - Bridges and Elevated Surfaces. Section 503 of the International Fire Code, entitled "Fire Apparatus Access Roads," is amended by substituting Subsection 503.2.6 with the following:

**Sec. 503.2.6 Bridges and elevated surfaces.** Where a bridge or an elevated surface is part of a fire apparatus access road or likely to be used during emergency operations, including EMS, the bridge or elevated surface shall be constructed and maintained in accordance with specifications established by the Fire Code Official and the City's public works director, or their designees; at a minimum, however, the bridge or elevated surface shall be constructed and maintained in accordance with AASHTO Standard Specifications for Highway Bridges. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of a 35 or more ton fire apparatus, the total imposed load to be determined by the Fire Code Official. Vehicle load limits shall be posted at both entrances to bridges when required by the Fire Code Official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces which are not designed for that use, approved barriers or approved signs, or both, shall be installed and maintained, if required by the Fire Code Official.

(e) Fire Apparatus Access Roads - Marking. Section 503 of the International Fire Code, entitled "Fire Apparatus Access Roads," is amended by substituting Subsection 503.3 with the following:

**Sec. 503.3 Marking.** Fire apparatus access roads shall be marked whenever necessary to maintain the unobstructed minimum required width of roadways, as determined by the Fire Code Official. Subject to the Fire Code Official's prior written approval, marked fire apparatus access roads, or "fire lanes" as defined in section 502.1 of the code, may be established or relocated at the time of plan review, pre-construction site inspection, and/or post construction site inspection as well as any time during the life of the occupancy. Only those fire apparatus access roads established by the Fire Code Official can utilize red marking paint and the term "fire lane." Once a fire lane is established it shall be maintained in a clean and legible condition at all times or repair/replaced to maintain visibility. Fire lanes shall be marked as directed by the Fire Code Official with one or more of the following types of marking:

**503.3.1 Type 1.** The following shall apply to Type 1 marking:

1. Curbs shall be identified by red traffic paint with a 6 inch wide stripe on the top and front, extending the length of the designated fire lane.
2. Rolled curbs shall be identified by red traffic paint with a 6 inch wide stripe on the curb, extending the length of the designated fire lane.
3. Lanes without curbs shall be identified by red traffic paint with a 6 inch wide stripe on the pavement, extending the length of the designated fire lane.
4. The words "NO PARKING - FIRE LANE" shall be in 3 inch stroke white letters 18 inches in height, and placed 8 inches measured perpendicular from the red paint stripe on the pavement. In most cases, both sides of the access road shall be marked. Where long drives are to be marked, the repetitions shall alternate sides of the drive.

**503.3.2 Type 2.** The following shall apply to Type 2 marking:

In addition to the requirements for Type 1 marking, Type 2 marking shall also include the addition of metal signs stating "NO PARKING - FIRE LANE" to be installed at intervals or locations designated by the Fire Code Official. The signs shall be approximately 12 inches in width and 18 inches in height and have red letters on a white background. Metal signs shall be installed on either 2 inch metal pipes, for private property, or treated 4 inch by 4 inch

wood posts, for public property, and shall be located so that the bottom of the sign is a minimum of 7 feet above the curb. Where fire lanes are adjacent to buildings or structures and when approved or directed by the Fire Code Official, the signs may be placed on the face of the building or structure.

**503.3.3 Type 3.** The following shall apply to Type 3 marking:

Where directed by the Fire Code Official, specific areas shall be designated and those areas are to be marked with diagonal striping across the width of the fire lane. Diagonal marking shall be used in conjunction with painted curbs and/or edge striping and shall run at an angle of 30 to 60 degrees from one side to the other. These diagonal lines shall be in red traffic paint, parallel with each other, at least 6 inches in width, and 24 inches apart. Lettering shall occur as with Type 1 marking.

**503.7 Street or Road Signs.** Street or road signs shall be provided for all private and public roads. All private street and road signs shall be designed and installed to meet public road sign standards as set by the City of Bremerton Street Department; any expense shall be the responsibility of the property owner. New street and road signs shall be posted within 30 days after receiving approval from the City of Bremerton Engineering Department.

**503.8 Alternate materials and methods.** The Fire Code Official may modify, on a case-by-case basis, any of the marking provisions in this subsection 503.3 where practical difficulties exist. Modification requests shall be submitted in writing to the Fire Code Official setting forth a suggested alternative.

(f) Access to Building Openings and Roofs - Required Access. Section 504 of the International Fire Code, entitled "Access to Building Openings and Roofs," is amended by substituting Subsection 504.1 with the following:

**Sec. 504.1 Required access.** The following points of access must be provided:

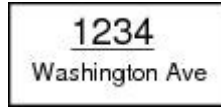
1. Exterior doors and openings required by this code or the International Building Code shall be maintained readily accessible for emergency access by the fire department.
2. Each tenant space provided with a secondary exit to the exterior or exit corridor shall be provided with tenant identification by business name and/or address. Letters and numbers shall be posted on the corridor/exterior side of the door, be plainly legible, and shall contrast with their background.
3. An approved access walkway shall be provided to connect fire apparatus access roads to exterior openings.
4. All rescue windows shall be accessible by a 35-foot ground extension ladder placed so that the inclination of the ladder does not exceed 70 degrees. An area of discharge, 36 inches in all directions around the base of the ladder, shall be provided. Ladders and associated areas of discharge shall be located within the property lines.
5. All occupancies shall be required to provide approved life safety rescue access, as defined in section 202 of the International Building Code or the International Residential Code as applicable.

(g) Premises Identification. Section 505 of the International Fire Code, entitled "Premises Identification," is amended by adding the following new Subsection 505.1.1:

**505.1.1 Address numbers for Commercial Buildings.** Address numbers for commercial buildings shall be 12" and contrast with the background. Individual unit/suite or space numbers or letter shall be 6" in size and contrasting with the background and visible from the approach side or angle.

Housing developments which contain 100 or more dwelling units which alley ways are or may be used for access to dwelling units shall have 4" minimum house numbers including street designation included. The street designation may be a smaller size, but no less than 2" in size.

Example:



(h) Fire Protection Water Supplies - Where Required. Section 507 of the International Fire Code, entitled "Fire Protection Water Supplies," is amended by substituting Subsection 507.5.1 with the following:

**Sec. 507.5.1 Where required.** All buildings or structures shall be located so that there is at least 1 hydrant within 150 feet, and no portion of the building or structure is more than 300 feet from a hydrant, as measured by an approved route.

**Exceptions:**

1. For Group R-3 and Group U occupancies the distance required shall be 600 feet (183 m).
2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with section 903.3.1.1, 903.3.1.2, or other approved fire protection system, the distance requirement shall be 600 feet (183 m).

(i) Fire Protection Water Supplies - Existing Nonconforming Hydrants. Section 507 of the International Fire Code, entitled "Fire Protection Water Supplies," is amended to add a new Subsection 507.5.7 as follows:

**Sec. 507.5.7 Existing non-conforming hydrants.** At such time as an existing hydrant, which does not conform to the requirements and standards of this section, is replaced, it shall be replaced with a hydrant that does conform to the standards and requirements of this section.

(j) Fire Protection Water Supplies - Installation Requirements. Section 507 of the International Fire Code, entitled "Fire Protection Water Supplies," is amended by substituting Subsection 507.5.8 with the following:

**Sec. 507.5.8 Installation requirements.** All fire hydrants shall be installed in accordance with the specifications established by the Fire Code Official and the Director of Public Works and Utilities, or his or her designee, or at a minimum, in accordance with the currently adopted NFPA, APWA, or AWWA standards. In addition, unless modified by written decision of the Fire Code Official, the following requirements shall apply to all building construction projects:

1. All fire hydrant piping, valves, and related appurtenances shall be approved by the City's public works department.
2. The fire hydrant installation and its attendant water system connection shall conform to the City's specifications and design and construction standards.
3. An auxiliary gate valve shall be installed at the main line tee to permit the repair and replacement of the hydrant without disruption of water service.

4. All hydrants shall be plumb, plus or minus 3 degrees, to be set to finished grade with the bottom flange 2 inches above the ground or curb grade and have no less than 36 inches in diameter of clear area around the hydrant for the clearance of hydrant wrenches on both outlets and the operating nut.

5. The largest port shall face the most likely direction of approach and location of the fire apparatus while pumping as determined by the Fire Code Official. Distance from the pumper port to the street curb shall be no further than 10 feet.

6. The lead from the service main to the hydrant shall be no less than 6 inches in diameter. Any hydrant leads over 50 feet in length from the water main to hydrant shall be no less than 8 inches in diameter.

7. All hydrants installed in single family residential areas shall be supplied by not less than 6 inch mains and shall be capable of delivering 1,000 gpm fire flow over and above average maximum demands at the farthest point of the installation except with Fire Code Official approval and the home is installed with a fire sprinkler system in accordance with this code.

8. All hydrants shall have at least 5 inch minimum valve openings, "O" ring stem seal, two 2-1/2 inch national standard thread hose ports, one 4-1/2 inch steamer port with national standard threads or otherwise determined by the Fire Code Official. In addition, all hydrants shall meet AWWA standards for public hydrants and be of a type approved for use in the City by the City's public works department. In addition, all hydrants shall be equipped with a 5 inch Stortz adapter on the steamer port and, when required by the Fire Code Official, locking Stortz caps.

9. All pipe shall meet the City standards as determined by the public works department. Piping located entirely within private property and maintained by the property owner shall meet the requirements and be approved by the Fire Code Official. The Fire Code Official may approve any piping material that has been tested and approved by a nationally recognized testing laboratory.

10. The maximum distance between hydrants in single family use district zones shall be 600 feet.

11. The maximum distance between hydrants in commercial, industrial, and apartment (including duplex) use zones shall be 300 feet.

12. Lateral spacing of hydrants shall be predicated on hydrants being located at street intersections.

13. The appropriate water authority and the fire department shall be notified in writing of the anticipated date the hydrant installation and its attendant water connection system will be available for use.

14. All hydrants shall meet City of Bremerton Hydrant Identification standards as established by the Fire Code Official.

(k) Fire Protection Water Supplies - Notification. Section 507 of the International Fire Code, entitled "Fire Protection Water Supplies," is amended by adding a new Subsection 507.6 as follows:

**Sec. 507.6 Notification.** The owner of property on which private hydrants are located and the public agencies that own or control public hydrants must provide the Fire Code Official with the following written service notifications:



**Sec. 507.6.1 In-service notification.** The Fire Code Official shall be notified when any newly installed hydrant or main is placed into service.

**Sec. 507.6.2 Out-of-service notification.** Where any hydrant is out of service or has not yet been placed in service, the hydrant shall be identified as being out of service and shall be appropriately marked as out of service, by a method approved by the Fire Code Official.

(l) Fire Protection Water Supplies - Dead-End Mains Prohibited. Section 507 of the International Fire Code, entitled "Fire Protection Water Supplies," is amended by adding a new Subsection 507.7 as follows:

**Sec. 507.7 Dead-end mains prohibited.** When appropriate, all water mains in any project shall be looped.

(m) Fire Protection Water Supplies - Building Permit Requirements. Section 507 of the International Fire Code, entitled "Fire Protection Water Supplies," is amended by adding a new Subsection 507.8 as follows:

**Sec. 507.8 Building permit requirements.** No building permit shall be issued until all plans required by this section have been submitted and approved in accordance with the provisions of this section. No combustible construction beyond the foundation shall be permitted until all hydrants and mains required by this section are in place and approved.

(n) Fire Department Access to Equipment - Identification. Section 509 of the International Fire Code, entitled "Fire Department Access to Equipment," is amended by substituting Subsection 509.1 with the following:

**Sec. 509.1 Identification.** The following identification requirements shall apply to access to equipment.

1. Fire protection equipment and fire hydrants shall be clearly identified in an approved manner to prevent parking and/or other obstructions.

2. Entrances to rooms containing controls for air-conditioning systems, sprinkler risers and valves, or other fire detection, suppression, or control elements shall be identified for the use of the fire department.

3. Approved signs are required to identify fire protection equipment and equipment location. Signs shall be constructed of durable materials, permanently installed, and readily visible.

4. All fire department connections shall have a sign approved by the Fire Code Official. The sign shall specify the type of water-based fire protection system it serves and the building areas served.

5. All main control valves and sectional valves for water-based fire protection systems shall have a sign specifying what the valves control.

6. All sprinklers and standpipe risers shall have signs to indicate which type of water-based fire protection system is being used.

#### **18.02.070 AMENDMENTS TO THE INTERNATIONAL FIRE CODE - SECTION 901, GENERAL.**

The following local amendments to Section 901 of the International Fire Code, entitled "General," are adopted and incorporated into the International Fire Code:

(a) Fire Protection Systems - Scope. Section 901 of the International Fire Code, entitled "General," is amended by substituting Subsection 901.1 with the following:

**Sec. 901.1 Scope.** The provisions of this chapter shall apply to all occupancies and buildings, shall specify where fire protection systems are required, and shall apply to the design, installation, inspection, operation, testing, and maintenance of all fire protection systems; however, nothing contained in this chapter shall diminish or reduce the requirements of any duly adopted building codes, including state and local amendments, or other City ordinances, resolutions, or regulations. In the event of any conflict in requirements among these codes, ordinances, resolutions, or regulations, the more stringent provision shall apply.

(b) Fire Protection Systems - Alterations, Repairs, and Additions. Section 901 of the International Fire Code, entitled "General," is amended by adding a new Subsection 901.4.2.1 as follows:

**901.4.2.1** Fire Alarm Systems no longer required by the Fire Code or any other applicable code or that were not installed as an alternative method to other code provisions may, after the written approval of the Fire Code Official, may be discontinued and removed. The removal of the system shall be pursuant to the regulations of Washington State Department of Labor and Industries Electrical Division as applicable, but as a minimum shall require the removal of visible wiring, fire alarm panels and other related visible devices. The Fire Alarm System may be maintained as a local system rather than be removed. Fire alarm systems that remain in service, either monitored or local, shall be inspected, maintained and tested per the International Fire Code, NFPA 72 and this code.

(c) Fire Protection Systems - Records. Section 901 of the International Fire Code, entitled "General," is amended by adding Subsection 901.6.3.2:

**Sec. 901.6.3.2 Records.** Records of all system inspections, tests, and maintenance required by the referenced standards shall be maintained on the premises for a minimum of 3 years. A copy of each inspection, test, or maintenance record shall be forwarded to the Fire Code Official, by an approved electronic method of delivery, within ten (10) business days of the date the inspection, test, or maintenance occurred. All fire protection systems taken off line or out of service, and subsequently returned to service shall be reported to the Fire Code Official's office by an approved method of delivery.

A copy of all system inspections shall be maintained in a three-ring binder or other folder type cover and located at the fire alarm main panel or other approved location.

## **18.02.080 AMENDMENTS TO THE INTERNATIONAL FIRE CODE - SECTION 903, AUTOMATIC SPRINKLER SYSTEMS.**

The following local amendments to Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," are adopted and incorporated into the International Fire Code:

(a) Automatic Sprinkler Systems - Where Required. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by substituting Subsection 903.2 with the following:

**Sec. 903.2 Where required.** Approved fire sprinkler systems shall be installed throughout buildings and structures as follows:

1. In all new buildings and structures without adequate fire flow as required by this code.

**Exception:** Group U Occupancies and remodels and replacements to existing Group R-3 residential structures as defined in the International Residential Code regardless of the requirements of Chapter 5 of the International Fire Code.

2. All new buildings and structures with a gross floor area of 10,000 or more square feet (929 m<sup>2</sup>), or where this code provides a more restrictive floor area requirement, and shall be provided in all locations or where described by the International Fire Code.

**Exception:** Spaces or areas in communications buildings used exclusively for communications equipment, associated electrical power distribution equipment, batteries, and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by a wall with a fire-resistance rating of not less than 1 hour and a floor/ceiling assembly with a fire-resistance rating of not less than 2 hours.

3. Where this code requires the installation of an automatic sprinkler system to protect an occupancy within an otherwise non-sprinkled building, then automatic sprinkler protections will be required throughout the entire building unless otherwise authorized by the Fire Code Official.

4. Only 4 hour area separation walls without openings shall constitute separate buildings to allow for a fire sprinkler exemption.

(b) Automatic Sprinkler Systems - Where Required. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by substituting Subsection 903.2.1 with the following:

**Sec. 903.2.1 Group A.** An automatic sprinkler system shall be provided throughout buildings and portions thereof used as Group A occupancies as provided in this section. For Group A-1, A-2, A-3, and A-4 occupancies, the automatic sprinkler system shall be provided throughout the entire building. For Group A-5 occupancies, the automatic sprinkler system shall be provided in the spaces indicated in 903.2.1.5.

(c) Automatic Sprinkler Systems - Where Required. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by substituting Subsection 903.2.1.1 with the following:

**Sec. 903.2.1.1 Group A-1.** An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The gross fire area of the building exceeds 10,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than the level of exit discharge.
4. The fire area contains a multi-theater complex.
5. Dance halls where the total gross floor area exceeds 5,000 square feet (465 m<sup>2</sup>).

(d) Automatic Sprinkler Systems - Where Required. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by substituting Subsection 903.2.1.2 with the following:

**Sec. 903.2.1.2 Group A-2.** An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exists:

1. The fire area of the building exceeds 5,000 square feet.
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor other than the level of exit discharge.

(e) Automatic Sprinkler Systems - Where Required. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by substituting Subsection 903.2.1.3 with the following:

**Sec. 903.2.1.3 Group A-3.** An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The fire area of the building exceeds 10,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than the level of exit discharge.

**Exception:** Areas used exclusively as participant sports arena areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.

(f) Automatic Sprinkler Systems - Where Required. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by substituting Subsection 903.2.1.4 with the following:

**Sec. 903.2.1.4 Group A-4.** An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The fire area of the building exceeds 10,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than the level of exit discharge.

**Exception:** Areas used exclusively as participant sports arena areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.

(g) Automatic Sprinkler Systems - Where Required. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by substituting Subsection 903.2.3, Group E, with the following:

**Sec. 903.2.3 Group E.** An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all buildings with a group E fire area.

(h) Automatic Sprinkler Systems - Where Required. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by substituting Subsection 903.2.4, Group F-1, with the following:

**Sec. 903.2.4 Group F-1:** An automatic sprinkler system shall be provided throughout all buildings containing a Group F occupancy where one of the following conditions exists:

1. Where the fire area of the building exceeds 10,000 square feet; or
2. Where a Group F-1 fire area is located more than three stories above grade.

(i) Automatic Sprinkler Systems - Where Required. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by substituting Subsection 903.2.7 with the following:

**Sec. 903.2.7 Group M.** An automatic sprinkler system shall be provided throughout all buildings containing a Group M occupancy where one of the following conditions exists:

1. Where the fire area of the building exceeds 10,000 square feet; or
2. Where a Group M fire area is located more than three stories above grade.

(j) Automatic Sprinkler Systems - Where Required. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by amending Subsection 903.2.8 and by adding Subsections 903.2.8.3 and 903.2.8.4 as follows:

**Sec. 903.2.8.3** Existing Group R-1 and R-2 buildings shall install a full fire sprinkler system when any one of the following occurs:

1. A fire occurs which migrates from the unit of origin to involve a neighboring unit.
2. Two or more separate fires occur, which require a fire department response, in the same complex within a two year span.

**Sec. 903.2.8.4** Sprinkler heads in kitchens shall be installed (on the ceiling) with at least one sprinkler head no more than 4 feet out from the front of the stove top.

(k) Automatic Sprinkler Systems - Where Required. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by substituting Subsection 903.2.9 with the following:

**Sec. 903.2.9 Group S-1.** An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. Where the fire area of the building exceeds 10,000 square feet; or
2. Where a Group S-1 fire area is located more than three stories above grade.

(l) Automatic Sprinkler Systems. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by substituting Subsection 903.3.1.1.1 with the following:

**Sec. 903.3.1.1.1 Exempt locations.** When approved by the Fire Code Official automatic sprinklers may not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance rated construction, or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the Fire Code Official.
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. In rooms or areas that are of noncombustible construction with wholly noncombustible contents.

(m) Automatic Sprinkler Systems. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by substituting Subsection 903.3.1.2.1 with the following:

**Sec. 903.3.1.2.1 Balconies and decks.** Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units.

(n) Automatic Sprinkler Systems. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by substituting Subsection 903.3.1.3 with the following:

**Sec. 903.3.1.3 NFPA 13D Sprinkler Systems.** The design of NFPA 13D fire sprinkler systems shall comply with the flow-through options listed in NFPA 13D. It is generally understood the flow-through systems be interconnected with the domestic plumbing system,

sized accordingly, to provide adequate turnover of potable water as well as the minimum required density required by that of NFPA 13D.

**Sec. 903.3.1.3.1 Design.** In addition to the general design/coverage of the NFPA 13D fire sprinkler system a single sidewall, or other approved design, shall be installed above the man door between the habitable space and the attached garage. When the garage also contains a fuel fired appliance, the sidewall head, if within the listed spacing, will be adequate coverage for that appliance. All habitable spaces and other spaces with the potential to be occupied are to be covered.

(o) Automatic Sprinkler Systems - Installation Requirements. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by substituting Subsection 903.3.7 with the following:

**Sec. 903.3.7 Fire department connection locations.** All fire department connection locations (F.D.C.'s) to automatic sprinklers and/or standpipe systems shall be located not less than 3 feet, nor more than 10 feet from the finished edge of an approved fire apparatus access road. F.D.C.'s shall not be located more than 50 feet from a fire hydrant. F.D.C.'s and F.D.C.'s serving sprinkler systems shall not be located on the wall of a building, unless approved by the Fire Code Official. F.D.C.'s serving class 1 or 3 standpipe systems may be located on walls, provided such walls are of fire resistive or noncombustible construction.

**Exception:** F.D.C.'s that are not able to be located away from a wall due to physical restrictions may be located in an area approved by the Fire Code Official. F.D.C.'s shall be installed/located at the front of the building not less than 18 inches nor more than 36 inches above the finished grade of an approved fire apparatus access road. F.D.C.'s shall not be obstructed by vehicle parking, carports, garages, refuse storage containers, fences, landscaping or other obscuring features. F.D.C.'s shall be provided with tight fitting threaded caps or Knox type lockable caps.

(p) Automatic Sprinkler Systems - Alarms. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by substituting Subsection 903.4.2 with the following:

**Sec. 903.4.2 Alarms - Exterior notification.** Approved audible alarm devices shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be water-motor gong or approved electric bell which operates with water flow and shall be provided on the exterior of the building in an approved location at each riser or riser group.

**Exception:** NFPA 13D and NFPA 13R sprinkler systems may utilize an electrically operated alarm bell on the exterior of the building in an approved location at each riser or riser group, provided that the electrically operated alarm bell cannot be silenced during water flow.

**903.4.2.1 Alarms - Interior notification.** Actuation of the automatic sprinkler system shall actuate interior audible/visual notification appliances as outlined in NFPA 72 at all exits from all floors or where a fire alarm system is installed. The fire alarm system notification circuits shall provide the interior notification. When a structure exceeds one floor, a flow switch shall be provided for each floor. A flow alarm shall be identified by floor.

**Exception:** NFPA 13D sprinkler systems do not require interior audible/visual notification appliances, except if a fire alarm system is installed, then the fire alarm system notification circuits shall provide the interior notification.

(q) Automatic Sprinkler Systems. Section 903 of the International Fire Code, entitled "Automatic Sprinkler Systems," is amended by substituting Subsection 903.4.3 with the following:

**Sec. 903.4.3 Floor control valves.** Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor on buildings/structures four (4) or more stories in height or 30 feet above grade plane as defined in Chapter 2 of the International Fire Code.

## **18.02.090 AMENDMENTS TO THE INTERNATIONAL FIRE CODE - SECTION 907, FIRE ALARM AND DETECTION SYSTEMS.**

The following local amendments to Section 907 of the International Fire Code, entitled "Fire Alarm and Detection Systems," are adopted and incorporated into the International Fire Code:

(a) Fire Alarm and Detection Systems - General. Section 907 of the International Fire Code, entitled "Fire Alarm and Detection Systems," is amended to add the following to Subsection 907.1.2:

### **~~Sec. 907.1.2 Fire Alarm Shop Drawings.~~**

~~14. A Bremerton Fire Department submittal checklist.  
15. A copy of the device/zone map.  
16. All fire alarm system drawings shall be submitted on no less than 36"x24" sized drawings and to an approved scale with a digital copy of the design in PDF format.~~

(b) Fire Alarm and Detection Systems - Where Required. Section 907 of the International Fire Code, entitled "Fire Alarm and Detection Systems," is amended to add the following Subsection 907.1.3.1 as follows:

**Sec. 907.1.3.1 All fire alarm systems shall be addressable.** A fully functional annunciator panel shall be placed at the main entrance(s) and fire sprinkler room(s).

Graphic annunciators shall be utilized in all high-rises and schools.

Shielded fire alarm cable shall be utilized as required by the Fire Code Official.

(c) Fire Alarm and Detection Systems - Where Required. Section 907 of the International Fire Code, entitled "Fire Alarm and Detection Systems," is amended by substituting Subsection 907.2 with the following:

**Sec. 907.2 Where required - new buildings and structures.** All new and remodeled occupancies where the fire area exceeds 10,000 square feet, an approved and automatic fire alarm system shall be provided. Where automatic sprinkler protection installed in accordance with Section 903.3.1.1 or 903.3.1.2 is provided and connected to the fire alarm system, automatic heat detection requirements of this section may be modified upon specific approval by the Fire Code Official.

A prescriptive design will be:

1. Automatic smoke detection in common areas, corridors and/or means of egress areas.

2. Automatic heat detection throughout unless covered by a fire sprinkler system or smoke detection.

(d) Fire Alarm and Detection Systems - Duct Smoke Detectors. Section 907 of the International Fire Code, entitled "Fire Alarm and Detection Systems," is amended to add the following to Subsection 907.2.13.1.2:

**Sec. 907.2.13.1.2 Duct smoke detectors.**

3. Duct smoke detectors shall be connected to the building's fire alarm control panel when a fire alarm system is provided. Activation of a duct smoke detector shall initiate a visible and audible supervisory signal at a constantly attended location. Duct smoke detectors shall not be used as a substitute for required open area detection.

**Exception:** In occupancies not required to be equipped with a fire alarm system, actuation of a smoke detector shall activate a visible and an audible signal in an approved location. Smoke detector trouble conditions shall activate a visible or audible signal in an approved location and shall be identified as air duct detector trouble.

(e) Fire Alarm and Detection Systems - Retroactive R-2 Visible Notification. Section 907 of the International Fire Code, entitled "Fire Alarm and Detection Systems," is amended to add Subsection 907.5.2.3.5 as follows:

**Sec. 907.5.2.3.5 Retroactive R-2 visible notification.** At the request of the tenant, the building owner shall replace an existing audible device to an audible/visible device to assist hearing impaired tenants. Building owners are not required to otherwise change or modify fire alarm systems if due to design or device placement this option is not feasible.

(f) Fire Alarm and Detection Systems - Monitoring. Section 907 of the International Fire Code, entitled "Fire Alarm and Detection Systems," is amended by substituting Subsection 907.6.6 with the following:

**Sec. 907.6.6 Monitoring.** Where fire alarm systems are required by this chapter or by the International Building Code, a U.L.-listed central monitoring station in accordance with NFPA 72 shall monitor fire alarm systems.

**Exception:** Supervisory service is not required for:

1. Single- and multiple-station smoke alarms required by Section 907.2.10.
2. Smoke detectors in Group I-3 occupancies.
3. Automatic sprinkler systems in one- and two-family dwellings.
4. Those existing R-1 and R-2 occupancies that are addressed by section

18.03.120(a) of the Bremerton Municipal Code.

(g) Fire Alarm and Detection Systems - Testing Prerequisites. Section 907 of the International Fire Code, entitled "Fire Alarm and Detection Systems," is amended by adding a new Subsection 907.8.6:

**Sec. 907.8.6 Testing Prerequisites.** Upon completion of the installation or alteration, a satisfactory test of the entire system and its functions shall be made in the presence of the Fire Code Official within two weeks of completion of installation. Prior to the acceptance test, written documentation shall be provided to the fire department certifying that the system has been installed and pre-tested in accordance with the approved plans and specifications.

(h) Fire Alarm and Detection Systems - Location/Security. Section 907 of the International Fire Code, entitled "Fire Alarm and Detection Systems," is amended by adding a new Subsection 907.11:

**Sec. 907.11. Location/Security.** The control unit, remote annunciator, alarm panel, and access keys to locked fire alarm equipment shall be installed and maintained in a location approved by the Fire Code Official. All occupancies equipped with a fire sprinkler or



alarm system shall install a key safe below an exterior horn strobe and near the access to the remote annunciator or main entrance. Alarm panel access keys and building access keys or master keys shall be provided and kept in an on-site wall mounted entry key safe provided by the building owner and shall meet specifications of the Fire Code Official.

(i) Fire Alarm and Detection Systems - Monitoring. Section 907 of the International Fire Code, entitled "Fire Alarm and Detection Systems," is amended by adding new Subsections 907.12, 907.13, 907.14, 907.15 and 907.16:

**Sec. 907.12. Instructions.** Written operating instructions for the fire alarm system shall be provided and kept in an on-site wall mounted entry key safe provided by the building owner and shall meet specifications of Fire Code Official. All alarm systems shall be capable of being silenced without having to be reset. Alarm panels that require a reset code to silence or reset the system shall be programmed with a fire department reset code that is approved by the Fire Code Official.

**Sec. 907.13. Designer Qualifications.** Persons who design fire alarm systems shall be either a fire protection engineer registered by the State of Washington or NICET III and current with all continuing education and training required by NICET. The designer must be NICET II by July 1, 2008 and NICET III by January 1, 2009.

**Sec. 907.14. Installation Requirements.** During the course of a fire alarm installation, including all subsequent modifications and annual testing, a NICET level II technician in fire alarms shall personally conduct all programming and testing.

**Sec. 907.15. Existing Fire Alarm Systems.** All existing fire alarm systems are subject to the provisions of 907.14.

**Sec. 907.16. Violations.** Violations of section 907.14 and 907.15 constitute a mandatory \$1000 violation per occurrence. Each day constitutes a separate and distinct violation. Any three violations of this provision immediately revokes the affected fire alarm company's City of Bremerton business license and prohibits re-application for a period of not less than three years.

#### **18.02.100 AMENDMENTS TO THE INTERNATIONAL FIRE CODE - SECTION 913, FIRE PUMPS.**

The following local amendment to Section 913 of the International Fire Code, entitled "Fire Pumps," is adopted and incorporated into the International Fire Code:

(a) Fire Pumps. Section 913 of the International Fire Code is amended by adding a new Subsection 913.2.3:

**Sec. 913.2.3** Fire pumps utilizing electric drivers shall provide a back-up power supply.

**Exception:** In F and S occupancies when the normal occupant load does not exceed 15, the occupancy would normally be vacated during power outages and with the Fire Code Official's approval.

#### **18.02.110 AMENDMENTS TO THE INTERNATIONAL FIRE CODE - CHAPTER 23, MOTOR FUEL-DISPENSING FACILITIES AND REPAIR GARAGES.**

The following local amendment to Chapter 23 of the International Fire Code, entitled "Motor Fuel-Dispensing Facilities and Repair Garages," is hereby adopted and incorporated into the International Fire Code as if fully set forth therein:

**Sec. 2305.3.1. Required Spill Control Equipment.** Every fuel dispensing facility and repair garage shall maintain at least 50 pounds of rice hulls or other approved absorbent and at least 25 approved absorbent pads, minimum dimension 16 inch by 16 inch and/or other spill control equipment as approved by the Fire Code Official.

**18.02.120 AMENDMENTS TO THE INTERNATIONAL FIRE CODE - CHAPTER 33, FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION.**

The following local amendment to Chapter 33 of the International Fire Code, entitled "Fire Safety During Construction and Demolition," is hereby adopted and incorporated into the International Fire Code as if fully set forth therein:

(a) Water Supply for Fire Protection - When Required. Section 3312 of the International Fire Code, entitled "Water Supply for Fire Protection," is amended by substituting Subsection 3312.1 with the following:

**Sec. 3312.1 When required.** An approved water supply for fire protection shall be made available as soon as combustible material arrives on the site.

**18.02.130 AMENDMENTS TO THE INTERNATIONAL FIRE CODE - APPENDIX D, FIRE APPARATUS ACCESS ROADS.**

The following local amendments to Appendix D to the International Fire Code, entitled "Fire Apparatus Access Roads," are hereby adopted and incorporated into the International Fire Code as if fully set forth therein:

(a) Minimum Specifications - Turning Radius. Section D103 of the International Fire Code, entitled "Minimum specifications," is amended by substituting Subsection D103.3 with the following:

**Sec. D103.3 Turning radius.** The fire apparatus access road shall have a 23 foot minimum inside turning radius and a 45 foot minimum outside turning radius.

(b) Fire Apparatus Access Road Gates. Section D103.5 of the International Fire Code, entitled "Fire Apparatus Access Road Gates," is amended by substituting Subsection D103.5.1 with the following:

**Sec. D103.5.1** The minimum gate width shall be 14 feet.

**18.02.140 FIRE CODES – FEES.**

The fees to be assessed for the codes adopted in this chapter shall be as set forth in Chapter 3.01 BMC, Fire Department - Rate Table E, as currently enacted or as hereafter amended.

**18.02.150 CITY OF BREMERTON FALSE ALARM CODE.**

(a) For the purposes of this section, a false alarm shall be deemed and construed as being: the activation of any fire protection system due to some form of maintenance or lack of maintenance element.

(b) It shall be unlawful for any person to give, signal, or transmit or for any person to cause or permit to be given, signaled, or transmitted, in any manner, any false alarm.

(c) It shall be unlawful for any person to tamper with or maliciously injure or activate any fire protection system or equipment maintained for the purpose of transmitting fire alarms to the Fire Department.

(d) Nothing in this section shall prohibit the sounding of any such signal essential for the carrying out of any system maintenance or fire drill. The Fire Code Official, his designated representative, or the responsible central station monitoring agency shall be notified in advance when such signal will be sounded.

(e) Any person, firm or corporation who is found to have signaled or transmitted a false alarm shall be guilty of a civil infraction and shall be fined per Chapter 3.01 BMC, Fire Department - Rate Table E.

(f) Definitions.

(1) "False alarm" shall mean the activation of a fire protection system at a time when no conditions attributable to a fire or smoke condition are found to exist upon arrival of the Fire Department.

(2) "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind.

(3) "Preventable false alarm" shall mean a false alarm caused or initiated or allowed to be caused or initiated by the premises owner, or by a representative, assignee, or other persons that function under the direction or control of the owner, whether caused by direct intent, malicious action or by system neglect or improper system maintenance.

(4) "Unpreventable false alarm" shall mean a false alarm caused by power failures or interferences unrelated to the operation of the premises.

(g) Any person having or maintaining a fire alarm shall, within three (3) working days after notice by the Fire Code Official at the scene of a false alarm, make a written report to the Fire Code Official setting forth the cause of such false alarm, the corrective action taken, whether such alarm has been inspected by an authorized service person, and such other information as the Fire Code Official may reasonably require to determine the cause of such false alarm and the prescribed action necessary.

(h) The determination whether or not a false alarm was preventable shall be made by the Fire Code Official. Any fee resulting from a determination that a false alarm was preventable shall be billed by the City Treasurer's Office and shall be deposited in the General Fund.

**18.02.160      RESERVED.**

**18.02.170      AUTOMATIC SPRINKLER SYSTEMS - BUILDINGS  
CONTAINING TWO (2) OR LESS DWELLING UNITS.**

(a) When automatic sprinkler systems are installed in buildings containing two (2) or less dwelling units as defined in the International Residential Code, whether attached or detached, they are permitted to be connected to the domestic service within said unit utilizing an integrated fire/plumbing flow-through system.

(b) Automatic sprinkler systems installed pursuant to subsection (a) of this section shall not be subject to general facility charges, connection fees, inspections fees and other permit fees specifically related to the installation of a fire sprinkler system with a service size up to and including one (1) inch.

(c) Automatic sprinkler systems installed pursuant to subsection (a) of this section are integrated into and dependent upon the domestic water supply of the residential dwelling unit;

therefore, the property owner is responsible for maintaining a connection to and paying for an adequate supply of water to the residential dwelling unit.

**18.02.180 SPECIFIC VIOLATIONS – FINES.**

Any violation of any provision of the City Fire Code identified in this section may be assessed a monetary fine for each incident or occurrence as follows:

- (a) Illegal burning: two hundred fifty dollars (\$250.00);
- (b) NICET violations: one thousand dollars (\$1,000);
- (c) False fire alarms: two hundred dollars (\$200.00);
- (d) Fire Code violations with the knowledge of a responsible party: one hundred twenty-five dollars (\$125.00);
- (e) Repeat Fire Code violations for failure to correct or comply with the City Fire Code: one hundred twenty-five dollars (\$125.00).

Nothing in this section prohibits the City from seeking other remedies as allowed by ordinance, including, but not limited to, those set forth in BMC 18.02.190. The Fire Code Official may, at his or her discretion, reduce the amount of the assessed fine due to mitigating circumstances.

**18.02.190 VIOLATION – PENALTY.**

(a) Any violation of any provision of the City Fire Code, BMC Title 18, constitutes a civil violation under Chapter 1.04 BMC for which a monetary penalty may be assessed and abatement may be required as provided therein.

(b) In addition to or as an alternative to any other penalty provided in this chapter or by law, any person who violates any of the provisions of the City Fire Code, BMC Title 18, shall be guilty of a misdemeanor pursuant to BMC 1.12.020(2).

**18.02.200 APPEALS.**

(a) Appeals to the Hearings Examiner.

(1) Jurisdiction. The City Hearings Examiner has been designated as the Board of Appeals and shall have jurisdiction over all matters concerning the reasonable application of the Fire Codes cited in this chapter.

(2) Filing. Appeals shall be filed with the Hearings Examiner in accordance with Chapter 2.13 BMC.

(3) Standing. Standing to bring an appeal under this chapter is limited to the following persons:

(i) The applicant and the owner of property to which the permit decision is directed.

(ii) Another person aggrieved or adversely affected by the order, determination, or decision, or who would be aggrieved or adversely affected by a reversal or modification of the order, determination, or decision. A person is aggrieved or adversely affected within the meaning of this section only when all of the following conditions are present:

a. The order, determination, or decision has prejudiced or is likely to prejudice that person;

b. A judgment in favor of that person would substantially eliminate or redress the prejudice to that person caused or likely to be caused by the order, determination, or decision; and

c. The appellant has exhausted his or her administrative remedies to the extent required by law.

(b) Appeals to Superior Court. Appeals to the Hearings Examiner shall be made pursuant to Chapter 2.13 BMC.

**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. The City’s implementation of the new fire codes will begin on March 15, 2024, or as amended by the Washington State Building Code Council.

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

\_\_\_\_\_  
JENNIFER CHAMBERLIN,  
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. \_\_\_\_\_.



**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**A6**

**SUBJECT:** Ordinance amending  
Bremerton Municipal Code (BMC) Section  
17.04.020 entitled "State Building Code –  
Adoption," adopting State Building Code  
WAC 51 – 2021 Editions of International  
Building Codes and Uniform Plumbing Code

Study Session Date:	<u>January 24, 2024</u>
COUNCIL MEETING Date:	<u>February 7, 2024</u>
Department:	<u>DCD</u>
Presenter:	<u>Stuart Anderson</u>
Phone:	<u>(360) 473-5286</u>

**SUMMARY:** The action before the Council is to pass an ordinance amending BMC Section 17.04.020 to adopt the 2021 editions of the International Building Code ("IBC" – for commercial construction), International Residential Code ("IRC" – for residential construction), International Mechanical Code, International Property Maintenance Code, International Fuel Gas Code, and the Uniform Plumbing Code, as published by the International Code Council (ICC) and amended by the Washington State Building Code Council (WSBCC).

The ordinance makes minor housekeeping amendments for proper references in the BMC. It is anticipated that the WSBCC codes will become effective on March 15, 2024, and our ordinance indicates that we will implement the new codes on the date that the State implements.

In summary the ICC and the WSBCC has made typical updates to the building codes for safety and new design construction innovations and has made changes to the energy codes which will result in an increased cost for construction (estimates are that these new energy standards will increase the cost of a new home by \$9,200). ***Please note that the City must adopt the codes as published by ICC and amended by the WSBCC and cannot depart from these regulations, with the exception that we could make them more stringent for our community.***

**ATTACHMENTS:** Ordinance No.

**FISCAL IMPACTS (Include Budgeted Amount):** No City fiscal impacts. The City is required to follow the building codes as adopted and amended by WSBCC. The updates to the building codes will increase the cost of construction for builders.

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

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

**RECOMMENDED MOTION:**

Move to pass Ordinance No. \_\_\_\_ to amend Section 17.04.020 of the Bremerton Municipal Code entitled "State Building Code – Adoption."

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

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

**AN ORDINANCE** of the City Council of the City of Bremerton, Washington, amending Section 17.04.020 of the Bremerton Municipal Code entitled “State Building Code – Adoption” by adopting the 2021 editions of the International Building Code, International Residential Code, International Mechanical Code, Uniform Plumbing Code, International Property Maintenance Code, International Fuel Gas Code, and International Energy Conservation Code as amended by the Washington State Building Code Council and published by the International Code Council; and related amendments.

WHEREAS, as set forth in Section 17.04.020 of the Bremerton Municipal Code, the City has adopted various Washington State and International building codes and made certain amendments to those codes as set forth in Chapter 17.04 BMC; and

WHEREAS, pursuant to Chapter 19.27 RCW, the 2021 editions of the International Building Code, International Existing Building Code, International Residential Code, International Mechanical Code, Uniform Plumbing Code, International Fuel Gas Code, and International Energy Conservation Code, as amended by the State of Washington, apply to all cities, including the City of Bremerton, effective March 15, 2024, unless otherwise extended or established by the State of Washington; therefore, it is appropriate to amend the Bremerton Municipal Code to formally adopt the same; NOW THEREFORE,

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

**SECTION 1.** Section 17.04.020 of the Bremerton Municipal Code entitled "State Building Code - Adoption" is hereby amended to read as follows:

**17.04.020 STATE BUILDING CODE - ADOPTION.**

In accordance with Chapter 19.27 RCW, the following codes (collectively, the "building codes") together with any additions, deletions, and exceptions currently enacted or as may be amended from time to time by Washington State through its Building Code Council (WSBCC) pursuant to the Washington Administrative Code ("WAC"), and as further amended in this chapter, are adopted by reference:

(a) The International Building Code, 2018-2021 Edition, published by the International Code Council, Inc., as amended pursuant to Chapter 51-50 WAC.

(b) The International Existing Building Code, 2018-2021 Edition, published by the International Code Council, Inc., as amended pursuant to Chapter 51-50 WAC.

(c) The International Residential Code, 2018-2021 Edition, published by the International Code Council, Inc., as amended pursuant to Chapter 51-51 WAC.

(d) The International Mechanical Code, 2018-2021 Edition, published by the International Code Council, Inc., as amended pursuant to Chapter 51-52 WAC.



(e) The Uniform Plumbing Code, ~~2018-2021~~ Edition, published by the International Association of Plumbing and Mechanical Officials, as amended pursuant to Chapter 51-56 WAC and the Uniform Plumbing Code Standards (Appendices A, B, and I to the Uniform Plumbing Code), as amended pursuant to Chapter 51-57 WAC.

(f) The International Property Maintenance Code, ~~2018-2021~~ Edition, published by the International Code Council, Inc.

(g) The International Fuel Gas Code, ~~2018-2021~~ Edition, published by the International Code Council, Inc., as amended pursuant to Chapter 52-52 WAC.

(h) The International Energy Conservation Code, ~~2018-2021~~ Edition, published by the International Code Council, Inc., as amended pursuant to Chapter 51-11 WAC.

One (1) copy of each of these codes is on file with the City's Building Official.

**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. The City's implementation of the new building codes will begin on March 15, 2024, or as amended by the Washington State Building Code Council.

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

\_\_\_\_\_  
JENNIFER CHAMBERLIN,  
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. \_\_\_\_\_.

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**INFORMATION ONLY ITEM**  
CITY OF BREMERTON  
CITY COUNCIL

**B1**

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**SUBJECT:** Preliminary Review of  
Comprehensive Plan Vision, Goals, &  
Policies

Study Session Date: January 24, 2024

Presenter: Garrett Jackson

Phone: 360-927-1715

**SUMMARY:**

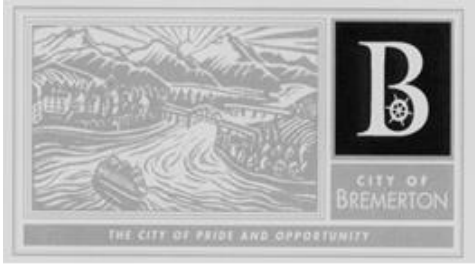
Staff is providing an update to the City Council on the activities and progress made in 2023 toward the City's update toward the 2024 Comprehensive Plan update. The [Bremerton2044.com](http://Bremerton2044.com) Comprehensive Plan Update website includes all the Planning Commission packets and the comprehensive plan elements goals and policies that were reviewed by the Planning Commission. Staff is seeking feedback from the City Council for any additional information that should be considered by the Planning Commission at this stage in the update process.

**HANDOUTS:** Staff Memorandum

**STUDY SESSION AGENDA:**

No Presentation

Full Presentation



## DEPARTMENT OF COMMUNITY DEVELOPMENT

# MEMORANDUM

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**To:** City Council

**From:** Andrea Spencer, Director  
Garrett Jackson, Planning Manager

**Date:** January 24, 2024

**Subject:** Preliminary Review of Comprehensive Plan Vision, Goals, & Policies

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### 1.0 Introduction

The City of Bremerton Department of Community Development and Planning Commission spent 2023 substantially engaged in the required periodic update of the City's Comprehensive Plan.

"Bremerton2044" is the title of the City of Bremerton's Comprehensive Plan Update, which focuses on evaluating which aspects of the plan are working and what needs to be adjusted. The update is required by the Washington State Growth Management Act (GMA) in order to demonstrate that Bremerton has the capacity to absorb population and employment increases forecast to the year 2044.

Population estimates indicate that the City will grow to 63,757 persons and 58,258 jobs by 2044. As the US Census Bureau estimates that Bremerton's population was 43,505 with 44,083 jobs in 2020, this means the City is forecast to increase its population by over 46%, with a 32% increase in the number of jobs.

Additionally, the Comprehensive Plan must also be consistent with regional planning goals established in Puget Sound Regional Council's (PRSC) [Vision 2050](#) and County level planning efforts per the Kitsap Regional Coordinating Council (KRCC) [Countywide Planning Policies](#). The overarching principles and general concepts within the 2016 Comprehensive Plan continue to be applicable, however, some alterations are necessary to reflect changes in State and regional planning standards and to ensure that the document still represents the community.

The purpose of the memo is to inform the City Council on the activities and progress made in 2023 toward the City's update toward the 2024 Comprehensive Plan update. The [Bremerton2044 Comprehensive Plan Update website](#) includes all the Planning Commission packets and the comprehensive plan elements goals and policies that were reviewed by the Planning Commission.

## 2.0 Comprehensive Plan Element Review by Planning Commission

Each element of the Comprehensive Plan is accompanied by a *Vision* statement, that is later further broken down into more specific goals. PSRC develops policies and coordinates decisions about regional growth within King, Pierce, Snohomish and Kitsap counties. All PSRC members incorporate mutually agreed upon planning goals for the region embodied in a document called [Vision 2050](#).

The City's current Comprehensive Plan was evaluated using the PSRC Vision 2050 Consistency Tool and Washington State Department of Commerce Comprehensive Plan's checklist as a gap evaluation. This exercise found the City's current comprehensive plan is substantially in compliance with Vision 2050 and GMA, but amendments were identified to ensure consistency with PSRC Vision 2050 new or enhanced policies, regarding climate change and equity for example, and for housing under new state requirements.

The Planning Commission was presented each element with a staff report with robust technical information and background, and some elements were addressed with multiple meetings. Draft Goals and Policies were provided to the Planning Commission, with amendments identified as underline, deletion with ~~strikeout~~, and a rationale/reason for the amendment included.

The following provides a summary of each element and highlights the policy amendments presented to the Planning Commission:

### 2.1 Draft Environment Goals and Policies

The Environmental Element of the Comprehensive Plan relays goals and policies intended to protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water. Updates to the Environmental Element of the Comprehensive Plan will inform any needed alterations to the City Critical Area Ordinance (CAO) and Shoreline Master Program (SMP). As the SMP and CAO were last updated in 2021 to include *Best Available Science*, as required by RCW 36.70A.172, it is not anticipated that substantive changes will be required.

The Planning Commission reviewed the Environment Element on [April 17, 2023](#) and [October 16, 2023](#).

Proposed [amendments to the Environment policies](#) addresses:

- Consolidation of policies if appropriate
- Greenhouse gas reduction (PSRC Vision 2050)
- Impacts of climate change (PSRC Vision 2050)
- Environmental planning and protection (PSRC Vision 2050)
- Best Available Science (WA Dept of Commerce checklist)
- Equity, vulnerable populations, and displacement minimization (PSRC Vision 2050)
- Stormwater infiltration (Engineering staff recommended)

- Resiliency, sea level rise and hazard planning (PSRC Vision 2050)
- Air quality (PSRC Vision 2050)
- Reduction of vehicle miles traveled (PSRC Vision 2050)

## **2.2 Draft City Services Goals and Policies**

The City Services Element of the Comprehensive Plan relays goals and policies addressing the planning and delivery of city services, such as water, wastewater, stormwater, police, fire, parks, schools, and private provision of utilities, such as electricity, natural gas and telecommunications. City Departments are currently in the process of updating individual service plans, so the Planning Commission reviewed the proposed revised Goals & Policies, with technical appendices to be presented to the Planning Commission in 2024.

The Planning Commission reviewed the City Services Element on [May 15, 2023](#).

Proposed [amendments to the City Services](#) policies addresses:

- Consolidation of policies if appropriate
- Equity, vulnerable populations, and displacement minimization (PSRC Vision 2050)
- Coordinated planning with school districts for walkability, capacity (PSRC Vision 2050)
- Consideration of climate change and resiliency (PSRC Vision 2050)
- Regional coordinated capital facilities planning that supports PSRC's Regional Growth Strategy (PSRC Vision 2050)
- Public health and safety (PSRC Vision 2050)

## **2.3 Draft Transportation Goals and Policies**

The City Transportation Element must balance the needs of transportation modes that can compete for limited space within the same limited right-of-way. Pedestrians, bikes, transit options, freight, and general automobile use must all safely and efficiently fit within a single integrated system. This integrated system must also coordinate with a number of regional transportation planning organizations to ensure system compatibility between counties, the region, and the State. Coordination with these planning partners is expected as work on the Transportation Element continues.

The City has a consultant under contract to establish baseline traffic conditions, ensure compliance with Regional, State, & Federal standards, and ensure hearty public engagement throughout the process. The Planning Commission will receive additional information as the development of the Transportation Functional Plan continues in 2024.

The Planning Commission reviewed the Transportation Element on [June 26, 2023](#).

Proposed [amendments to the Transportation](#) policies addresses:

- Support of a multimodal transportation system with emphasis on centers and high-capacity transit station areas (PSRC Vision 2050)
- Equity, vulnerable populations, and displacement minimization (PSRC Vision 2050)
- Emerging transportation technologies (PSRC Vision 2050)
- Electrical Vehicle charging accessibility (PSRC Vision 2050)
- Impacts of climate change (PSRC Vision 2050)
- Resiliency (PSRC Vision 2050)
- Improve efficiency of transportation system (PSRC Vision 2050)
- Aviation planning (PSRC Vision 2050)

## 2.4 **Draft Land Use Goals and Policies**

The Land Use Element provides the policy framework that serves as the foundation of the comprehensive plan. The element provides the vision of a prosperous city where residents live, work and play, and establishes the necessary density and strategies to ensure capacity for the City's growth targets. Additionally, the land use element identifies each of the City's land use classifications and centers, with policies specific to each.

The Planning Commission considered the Land Use Element multiple times in 2023. At the [January 23, 2023](#) Planning Commission workshop, the Commission received comments on the pending Environmental Impact Statement (EIS) Scoping Notice, reviewed current land use designations, and directed Staff to provide suggestions on development standards inconsistencies noted between the Comprehensive Plan and Zoning Code. At the [February 27, 2023](#) Planning Commission workshop, the Commission reviewed existing land use designations and an overall growth strategy to accommodate population forecasts adopted by KRCC, and delivered recommendations on updated development standards for individual land use designations. At the [July 17, 2023](#) Planning Commission workshop, the Commission reviewed draft goals and policies.

Proposed [amendments to the Land Use](#) policies addresses:

- Support regional planning (PSRC Vision 2050)
- Provide for compact, mixed use development with increased density in centers (PSRC Vision 2050)
- Develop as high-quality, mix of uses, housing choices and encourage active transportation and transit (PSRC Vision 2050)
- Support transformation of underutilized lands to higher densities (PSRC Vision 2050)
- Conduct community planning that includes diverse and different needs and does not negatively impact historically marginalized populations (PSRC Vision 2050)
- Preserve historic, culturally and tribally significant sites (PSRC Vision 2050)
- Support equitable access to opportunity and prioritized services (PSRC Vision 2050)
- Plan for densities that support transit and transit investment (PSRC Vision 2050)
- Equity, vulnerable populations, and displacement minimization (PSRC Vision 2050)

## 2.5 Draft Housing Goals and Policies

The Washington State Department of Commerce forecasts that 1.1 million new residential units will be needed over the next 20 years. PSRC projections indicate the region will need 800,000 additional housing units by 2050 to accommodate future growth. Both agencies have indicated that revisions to local jurisdictional housing regulations is needed to accommodate forecasted housing needs.

New State statute ([HB 1220](#)) requires cities to plan for housing that accommodates all income levels within the jurisdiction. The Commission was introduced to different *income bands*, permanent supportive housing, and emergency housing requirements.

The Puget Sound Regional Council (PSRC) housing strategy includes three basic elements: *Supply*, *Stability*, and *Subsidy*. This means that the *Supply* of housing (and different housing types) needs to increase, *Stability* of housing assures residents live in housing that meets their needs, and housing *Subsidy* programs are needed to support low-income and unhoused populations.

Growth Management Act (GMA) implementation continues to demonstrate progress, as [2021 Buildable Lands Report](#) data shows population increases in Kitsap County have shifted from only 43% urban growth from 1995-1999 to 72% urban growth from 2013- 2019. Housing trends from the 2020's demonstrate that the City of Bremerton is creating housing units at a greater rate than in the previous 40-years.

The Planning Commission reviewed the Housing Element on March 20, 2023 and September 18, 2023; the meetings material are available [here](#) and [here](#).

Proposed [amendments to the Housing](#) policies addresses:

- Supportive housing and services for vulnerable populations (PSRC Vision 2050)
- Ensuring sufficient land capacity for population and housing targets (PSRC Vision 2050 and State requirements)
- Housing in close proximity to transit and centers (PSRC Vision 2050)
- Plan for sufficient variety of housing types and for all income levels (PSRC Vision 2050 and State requirements)
- Streamline development regulations to assist with efficient permitting (State requirements)
- Expand housing capacity for missing middle housing types (PSRC Vision 2050 and State requirements)
- Affordable housing strategies, programs, partners, and incentives (PSRC Vision 2050 and State requirements)
- Address historical displacement and identify anti-displacement strategies (PSRC Vision 2050 and State requirements)



## 2.6 Draft Economic Development Goals and Policies

The Economic Development Element of the Comprehensive Plan relays goals and policies addressing the economic health of the City and ability to expand employment and job opportunities. As one of Puget Sound Regional Council's metropolitan cities, the Economic Development Element foresees an expansion in overall employment as well as diversification in employment types to support the varied population.

The Planning Commission discussed and reviewed the Economic Development Element on [May 16, 2022](#), [November 21, 2022](#) and [November 20, 2023](#).

Proposed [amendments to the Economic Development](#) policies addresses:

- Support retention and expansion of jobs in centers, such as PSIC. (PSRC Vision 2050)
- Encourage retention and recruitment efforts that foster a positive business climate throughout the city and diversify employment opportunities (PSRC Vision 2050)
- Support a balance between jobs and housing (PSRC Vision 2050)
- Address historical displacement and identify anti-displacement strategies (PSRC Vision 2050 and State requirements)
- Promote strategies to expand opportunity and remove barriers (PSRC Vision 2050)
- Support the contributions of diverse communities, institutions, and Native Tribes (PSRC Vision 2050)

## 3.0 Public Outreach and Engagement

The primary outlet for information on the City Comprehensive Plan update is the Bremerton2044.com webpage. Here interested persons can look at the latest documents, play our informational video, make a public comment, and read all public comments so far submitted to the City. Notice is provided on the City webpage for Planning Commission meetings where Comprehensive Plan topics are considered. Flyers for Planning Commission meetings are also placed in local parks, libraries, at the Marvin Williams Center, and shared by the Bremerton School District via [Peachjar](#). We would like to thank our partners at the Kitsap County Housing & Homelessness Coalition for including the City of Bremerton Comprehensive Plan on their organizations [homepage](#). City Staff from the Department of Community Development and Public Works have worked diligently to attend numerous community outreach events, including:



Bridging Bremerton 7/2/2022

Islanderfest 9/3/2022

Blackberry Festival 9/3/2022

Manettefest 9/10/2022

911 S.O.S. 9/11/2022

Downtown Trick or Treat 10/31/22

Kitsap Transit Bus Rodeo 6/4/23

Juneteenth 6/17/23

Make Music Day 6/21/23

Farmer's Market 6/22/23

Bridge Blast 6/24/23

League of Women Voters 7/15/23

Greater Kitsap Chamber of Commerce 11/16/23	Kitsap Health Equity Collaborative 7/18/23
Downtown Business Association 11/22/23	Taste of Kitsap 8/4/23
Manette Winterfest 12/2/22	Islanderfest 8/19/23
Manette Business Association 12/12/22	Farmer's Market 8/31/23
District 6 Townhall 1/9/23	Blackberry Festival 9/2/2023
Kitsap NAACP 2/27/23	Port of Bremerton 9/12/23
St. Patrick's Parade 3/11/23	Kitsap Mesa Redonda 9/13/23
Rotary of Bremerton 3/27/23	Farmer's Market 9/14/23
Kitsap Homelessness & Housing Coalition 4/19/23	Mexican Independence Day Event 9/17/23
Farmer's Market 5/11/23	Downtown Trick or Treat 10/31/23
Armed Forces Day Parade 5/20/23	First Friday 11/1/23
Downtown Business Association 5/23/23	Kitsap Homelessness & Housing Coalition 11/15/23
Kitsap Realtors Housing Summit 5/25/23	Krampusnacht 12/1/23
Wayzgoose 6/3/23	Kitsap Mesa Redonda 1/10/24

#### **4.0 Upcoming Work in 2024**

Work, Planning Commission workshops, and public outreach will continue in earnest during first and second quarter 2024 on the comprehensive plan update. The Public Works Department will continue working on the City Services functional plans. Amendments and updates to the PSIC Center Subarea Plan and Downtown Center Subarea Plan are underway considering the recent market studies. The Draft EIS will be released mid-2024, and the public hearing process before the Planning Commission and City Council will conclude the process.



# **Comprehensive Plan Update** **Vision, Goals, & Policies**

**January 24, 2024**

# Purpose of Conversation

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- Staff seeks feedback from City Council for the Planning Commission to consider for the Comprehensive Plan Vision, Goals, and Policies.
- Please email Staff any suggested language for updated policies by Wednesday January 31<sup>st</sup>.
- Staff will compile suggestions to include in the February 7<sup>th</sup> Packet for the City Council to consider. Council guidance from the February meeting will be provided to the Planning Commission to consider prior to final Planning Commission recommendation on the Comprehensive Plan update being delivered to the City Council.

# What is the Comprehensive Plan?

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## 20-year Development Plan

- Housing
- Environment
- Transportation
- City Services
- And more





# Jurisdictional Authority

# Growth Management Act (GMA) Comprehensive Planning

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## Comprehensive Plan Process:

- ❑ Growth Management Act (RCW 36.70A): Plan for growth
- ❑ Puget Sound Regional Council (PSRC): Plan for growth regionally
- ❑ Kitsap Regional Coordinating Council (KRCC): Ensure GMA is met at a Countywide level through Countywide Planning Policies (CPPs)
- ❑ Population estimates indicate that the City will grow to 63,757 persons and 58,258 jobs by 2044. This represents a population increase over 46%, with a 32% increase in the number of jobs.



# PSRC Regional Growth Centers





The background is a dark, textured gray. A light gray zigzag line starts from the left edge and moves upwards and to the right, with several peaks and valleys. A straight, light gray diagonal line runs from the bottom left towards the top right, parallel to the overall upward trend of the zigzag line.

# Growth Strategy

# Postcard

*In the fall of 2022, a postcard was sent to every property owner and resident in the City of Bremerton asking where growth should be located in the City with the 2024 Comprehensive Plan update.*



## BREMERTON 2044

The City is currently in the process of updating our Comprehensive Plan. Bremerton's Comprehensive Plan provides guidance for how the City will and develop over the next 20 years. The City Comprehensive Plan update completed by December 2024. Please note the following important items

- **Environmental Impact Statement (EIS) Scoping:**

The population of Bremerton is projected to increase to nearly 63,800 persons by the year 2044. Bremerton is required by the Growth Management Act (RCW 36.70A) to plan for the projected growth. The City would like to hear from you on where potential density increases should be located in order to absorb forecasted population growth; current alternatives include focusing density in: 1) Existing Centers (Downtown, Wheaton Way, Charleston, etc.) and existing higher density zones, 2) the Low Density Residential zone, 3) A city-wide increase in density in all zones. Please share your perspective on which one of these options would best suite Bremerton by sending an email to [compplan@ci.bremerton.wa.us](mailto:compplan@ci.bremerton.wa.us).

- **Proposed Comprehensive Plan & Zoning Changes:**

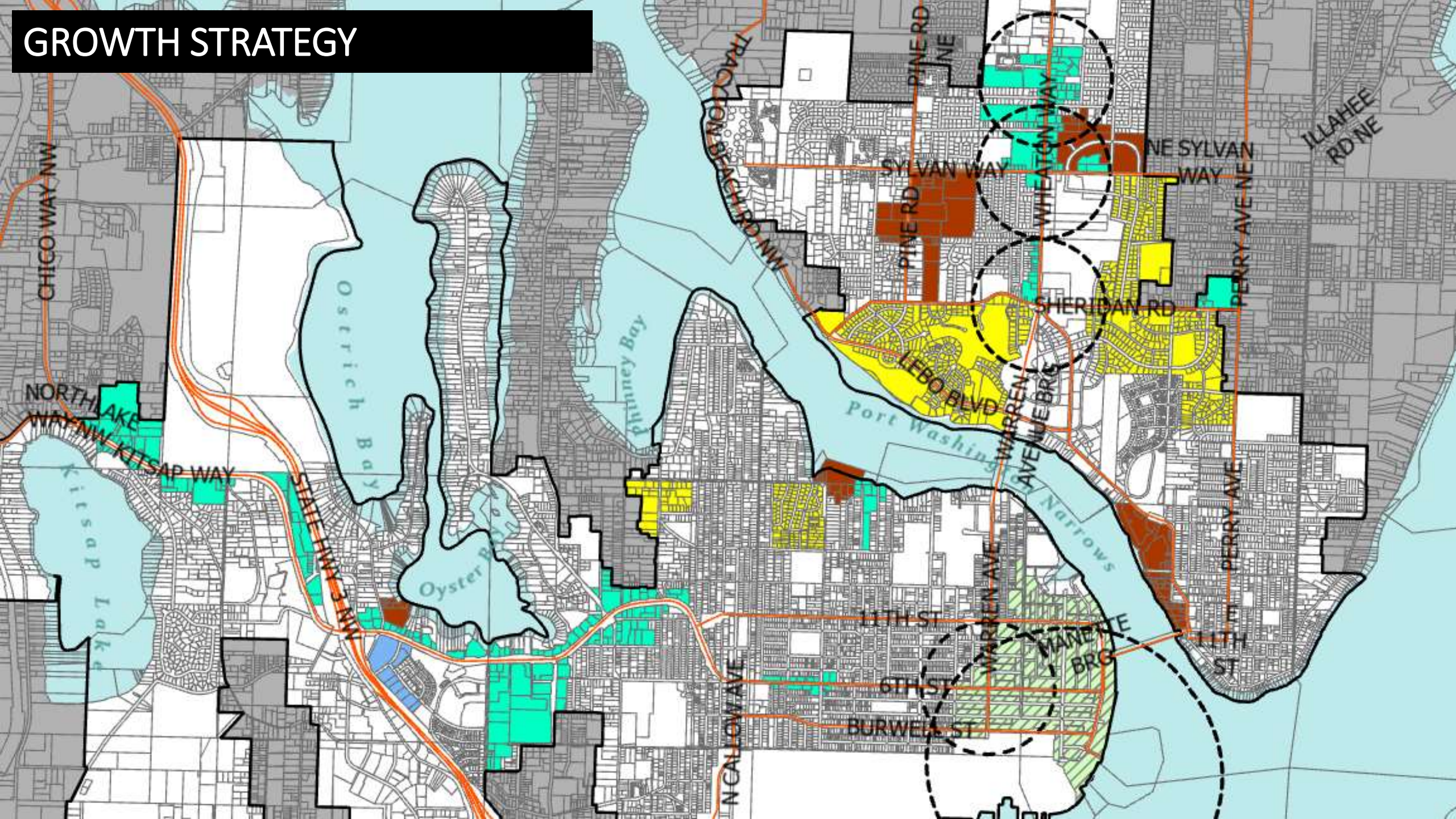
Requests from the public to revise the text or map of the Comprehensive Plan or Zoning will be accepted until February 1, 2023.

- **Community Survey:**

Complete our kick-off survey to let us know your perspective! We will use the data we collect to better understand the needs of those who live and work in the City.

Visit our webpage [Bremerton2044.com](http://Bremerton2044.com) to find out more and stay informed throughout the process. Please send all comments to [Compplan@ci.bremerton.wa.us](mailto:Compplan@ci.bremerton.wa.us)

# GROWTH STRATEGY



# Growth Summary

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***Downtown Subarea Plan:***

*80-foot maximum height, no maximum density*

***General Commercial & High Density Residential:***

*65-foot height limit*

***Bay Vista Subarea Plan, Village Commercial:***

*Permit mixed-uses*

***Medium Density Residential:***

*45-foot height limit, Multifamily use*



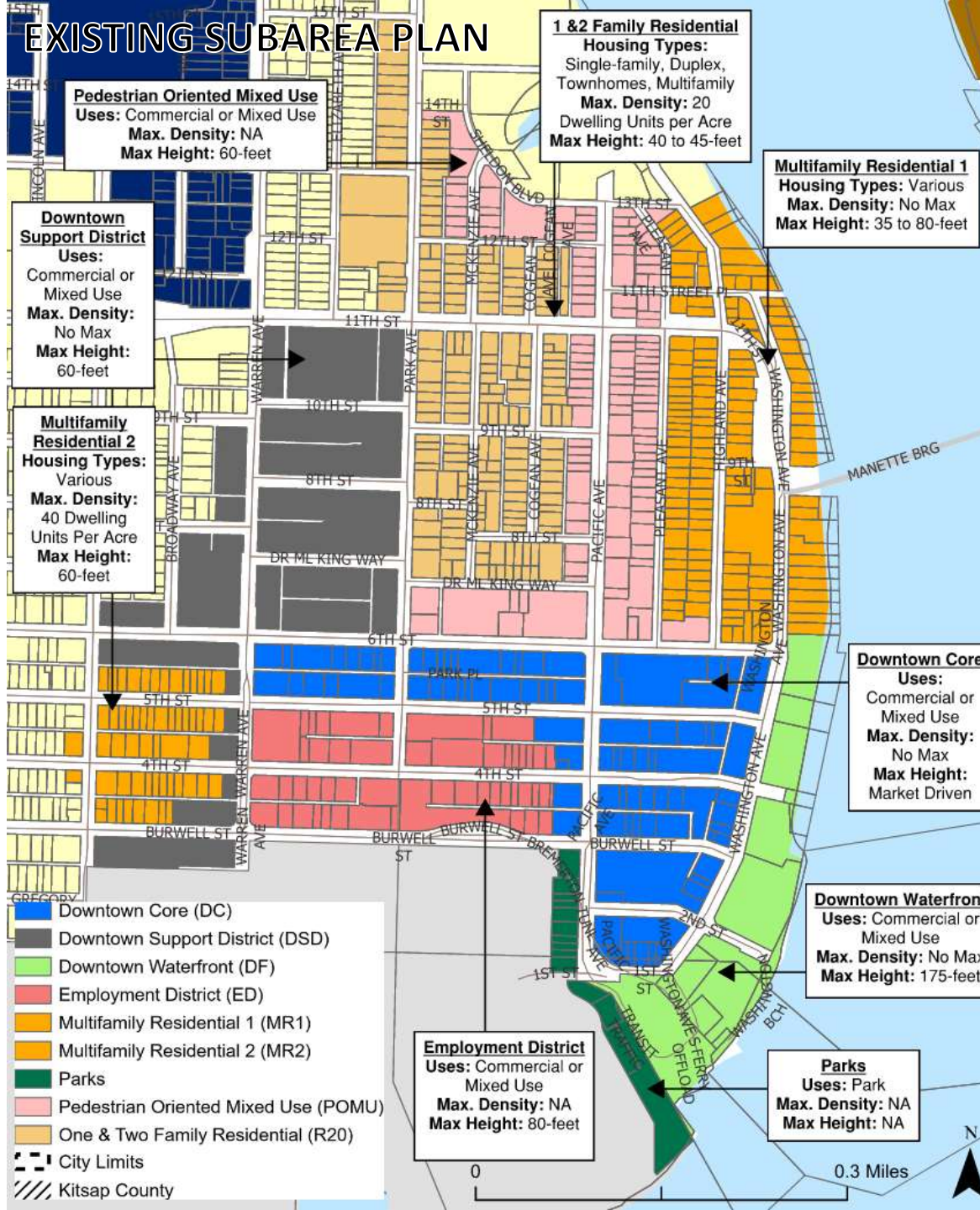
# Downtown

4th PACIFIC  
**ARTS**  
BUILDING

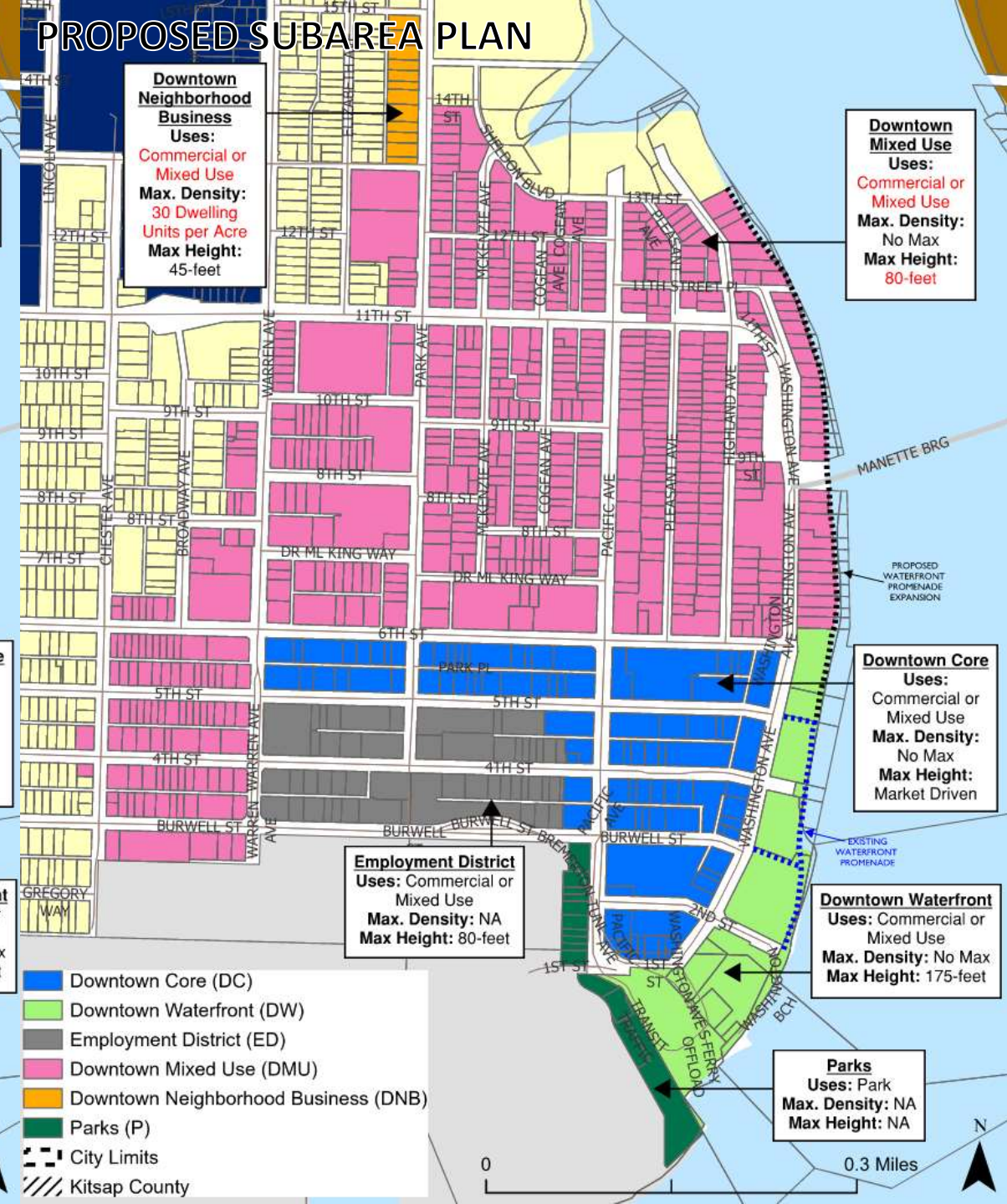


# DOWNTOWN LAND USE

## EXISTING SUBAREA PLAN



## PROPOSED SUBAREA PLAN



# Why Downtown?

Puget Sound Regional Council (PSRC)  
Metropolitan Regional Growth Center

*“Metro growth centers are the densest and most connected places in the region and are expected to accommodate higher levels of growth.”*

*PSRC Vision 2050*



# Why Downtown?

Kitsap Regional Coordinating Council

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*“Growth in Centers has significant regional benefits, including supporting multi-modal transportation options, compact growth, and housing choices near jobs, climate goals, and access to opportunity. As important focal points for investment and development, Centers represent a crucial opportunity to support equitable access to affordable housing, services, health, quality transit service, and employment, as well as to build on the community assets currently present within centers.”*

*Kitsap Countywide Planning Policies  
Kitsap Regional Coordinating Council*



# Why Downtown?

## Existing Vision

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### Existing Vision of the Downtown Subarea Plan:

*“Additional population will activate the area at all times of the day and achieve a “vital, 24 hour a day downtown.” The primary goal will be to encourage people to linger, leave their cars behind and explore beyond their first destination.”*



# Why Downtown?

Existing infrastructure

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*Washington State Ferries*

*Kitsap Transit Ferries &  
Buses*

*Naval Base Kitsap*

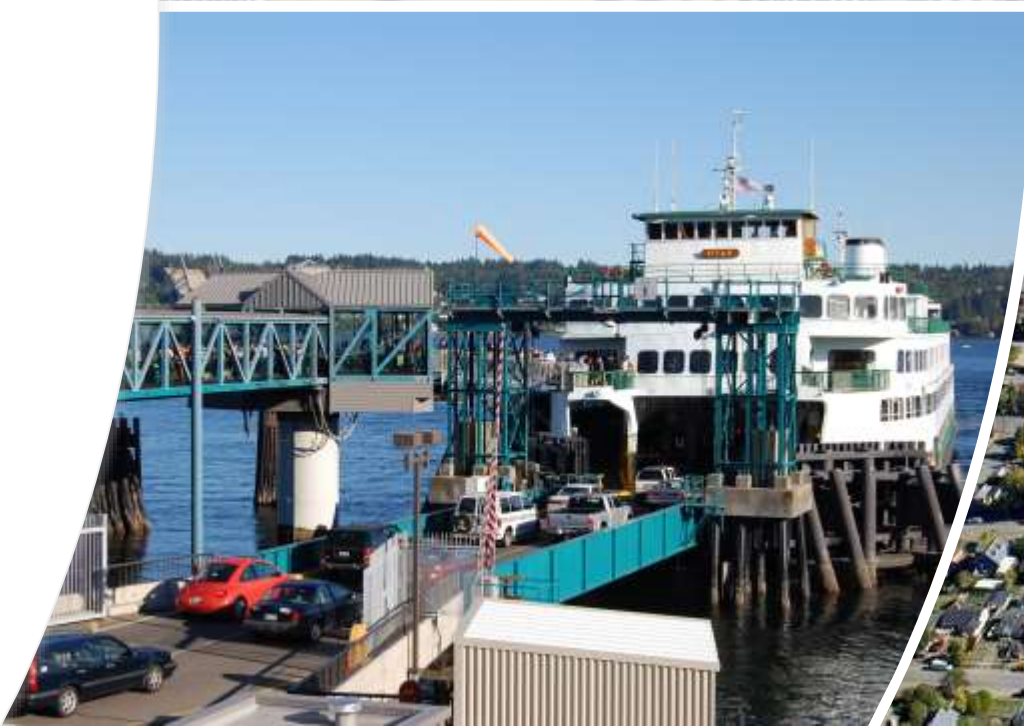
*Olympic College*

*Kitsap Regional Library*

*Bremerton Marina*

*3-mile urban trail loop*

*Local Culture*



# Why Downtown?

High-capacity Transit  
& Express Route

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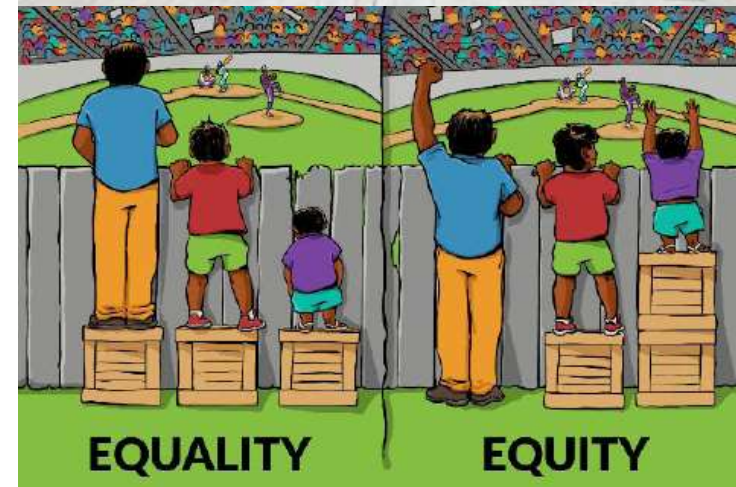
*Among other improvements to Bremerton's transit system, Kitsap Transit's Long-range plan identifies HCT and an express route to Tacoma within the next 20-years*



# Why Downtown?

## Social equity

*To promote increased social equity, the City should consider development standards that create housing adjacent to concentrated infrastructure investments and resources Downtown.*



# Why Downtown?

Joint Compatibility Transportation Plan

*Preferred Alternative  
Ongoing and Early Actions*

*“Increase density in Downtown  
Bremerton through land use  
changes.”*



Joint Compatibility Transportation Plan

Prepared for  
CITY OF BREMERTON

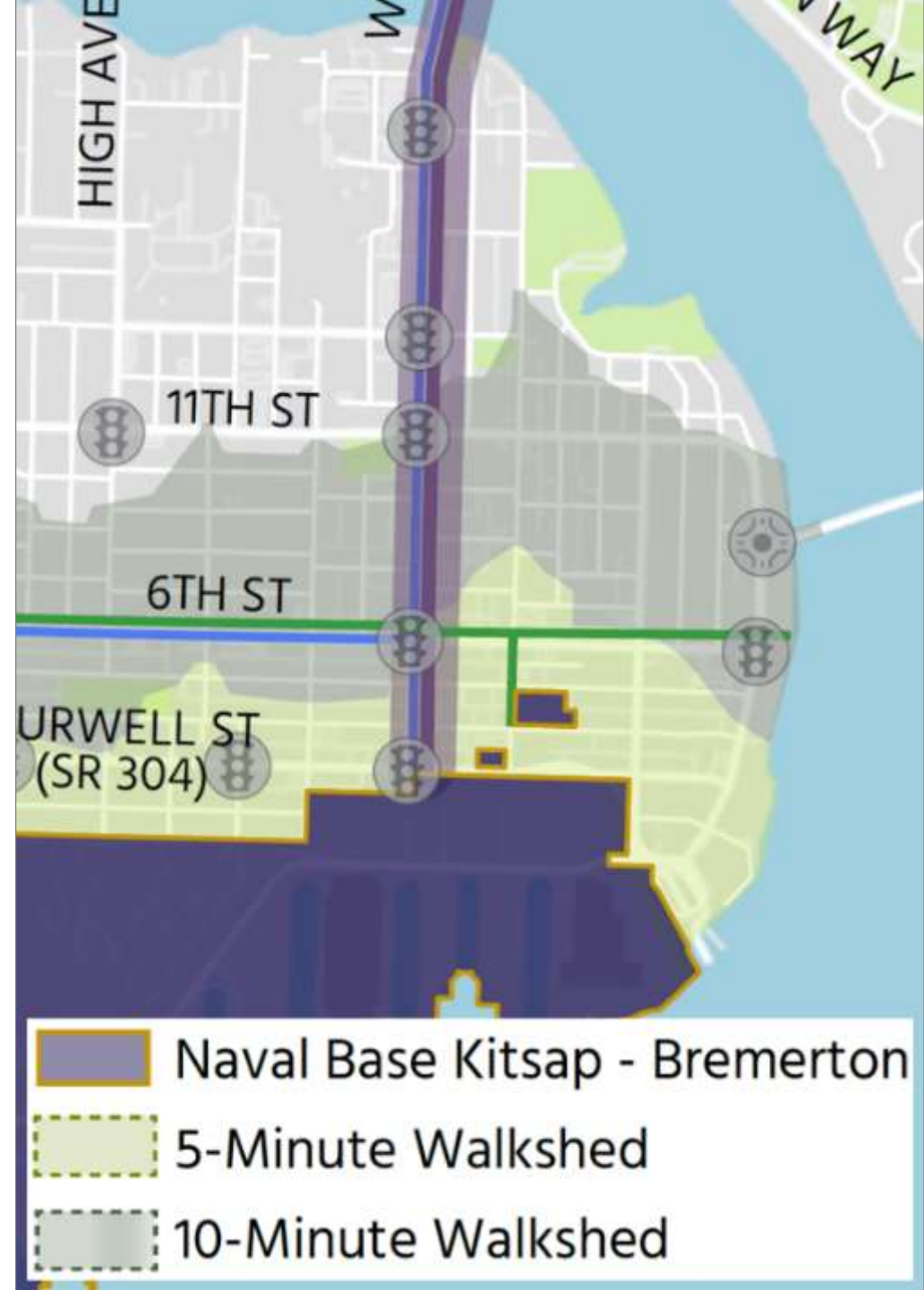


# Why Downtown?

## Walkability

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*Taken from the Joint Compatibility Transportation Plan, the adjacent illustration shows nearly the entire Downtown area within a 10-minute walk of the Counties largest employer.*



# Why Downtown?

## Consistency with other Centers

*Wheaton-Riddell District Center*

*Wheaton-Sheridan District Center*

*Eastside Village Center*

*Charleston District Center*

*Shared Standards:*

- *80-foot height limit*
- *No maximum density*



# Why Downtown?

It's where we party

---

*Admiral Theater, Roxy Theater, Bremerton Arts District, Armed Forces Day Parade, First Friday, Blackberry Festival, Farmers Market, Brewfest, Wine Festival, Rock the Dock, Conference Center events, Historical Museum, Puget Sound Naval Museum, Turner Joy, Downtown trick or treat, Film Festivals, Wayzgoose, Juneteenth, St. Patrick's Day, Make Music Day, Taste of Kitsap, Krampusnacht, Bremerton Bridge Blast, cruise ship destination, and other events added as inspired residents create more destination Downtown.*





# General Commercial & High Density Residential



80,830 SF +/- DIVISIBLE

Wilco

Wendy's

planet fitness

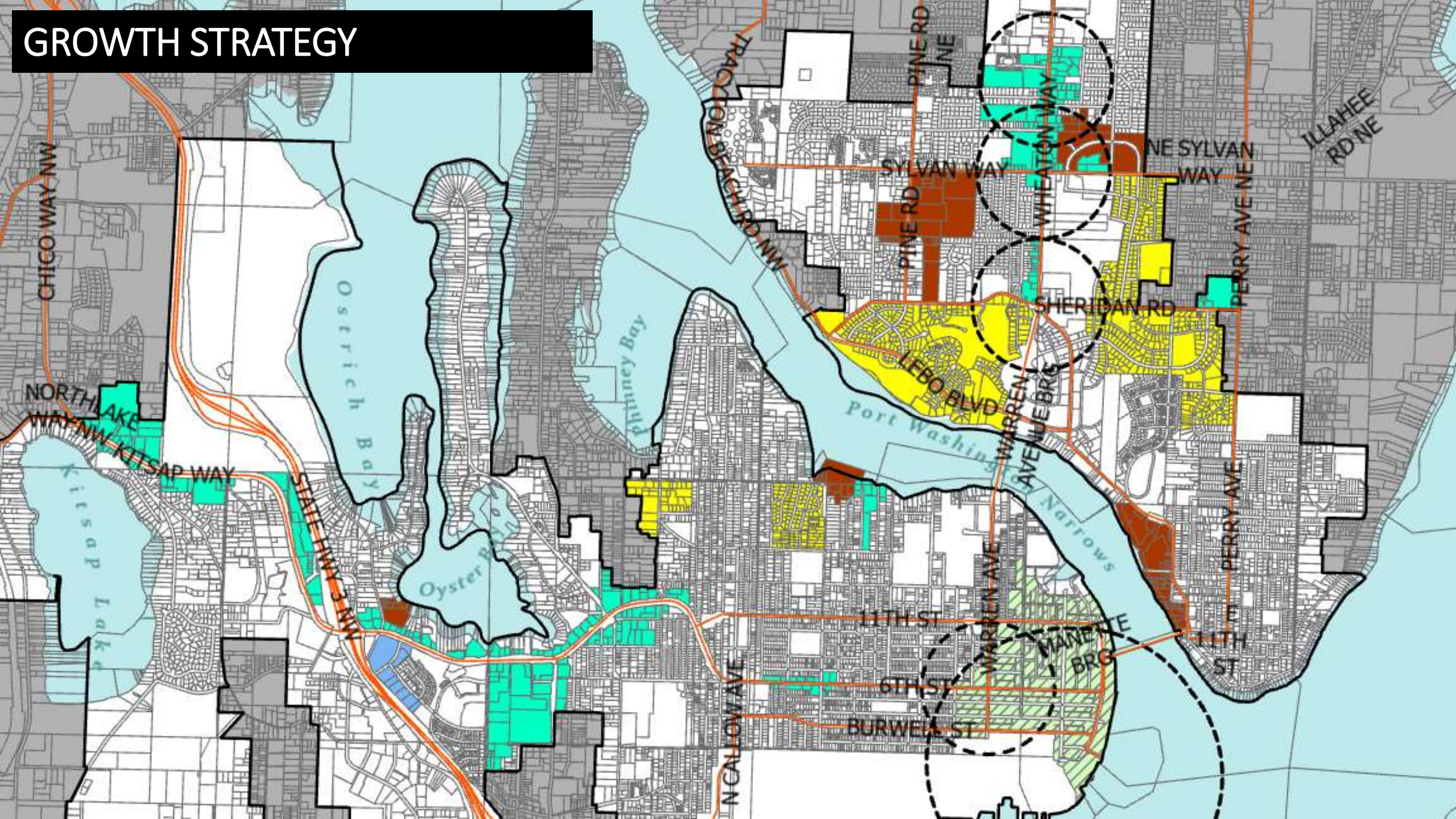
MOD

CHIPOTLE

WHEATON WAY (SR-303)

RIDDELL ROAD

# GROWTH STRATEGY



# General Commercial & High Density Residential

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## **General Commercial (GC)**

*Existing Maximum Height 45-feet*

*Proposed Maximum Height 65-feet*

## **High Density Residential (HDR)**

*Existing Maximum Height 60-feet*

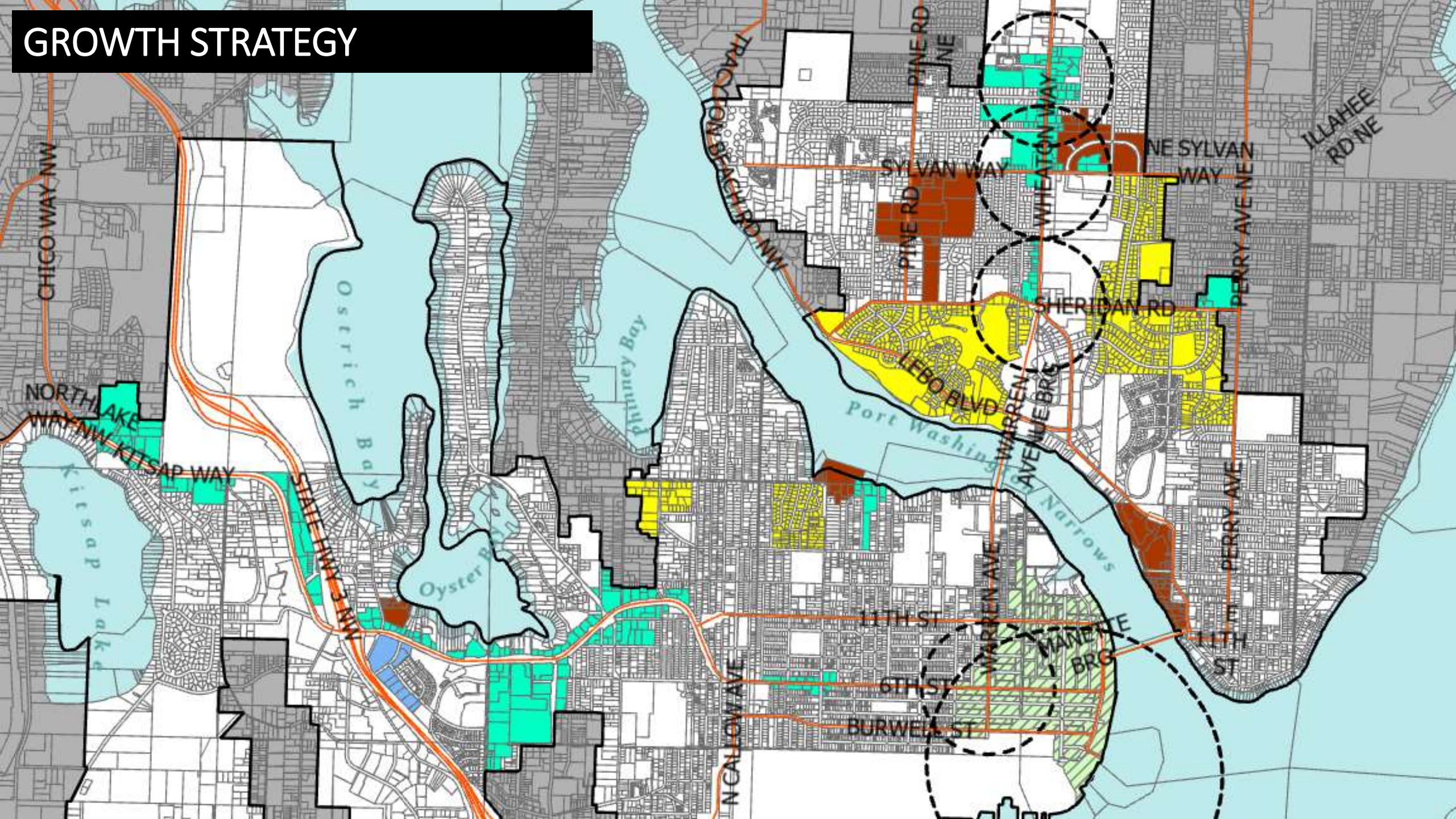
*Proposed Maximum Height 65-feet*



Three white house models with red roofs are arranged in a row on a wooden surface. The houses increase in size from left to right. The background is a blurred wooden texture.

# Medium Density Residential

# GROWTH STRATEGY



# Medium Density Residential

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## **Medium Density Residential (MDR)**

*Existing Maximum Height 35-feet*

*Proposed Maximum Height 45-feet*

*Existing Uses: duplex, townhome,  
cottage housing, 2 ADUs*

*Proposed Additional Use: Multifamily*



Three white house models with red roofs are arranged in a row on a wooden surface. The houses increase in size from left to right. The text 'Additional Considerations: Low Density Residential' is overlaid on the left side of the image.

# Additional Considerations: Low Density Residential

# Low Density Residential

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## **Low Density Residential (LDR)**

*Existing Uses: duplex, townhome, cottage housing, 2 ADUs*

*Proposed Additional Use: Multifamily*



11-unit Apartment  
7,164 Square Feet  
Bremerton, WA



Single Family Home  
7,829 Square Feet  
Bellevue, WA



# Housing

Zone category	Typical housing types allowed	Lowest potential income level served		Assumed affordability level for capacity analysis
		Market rate	With subsidies and/or incentives	
Low Density	Detached single family homes	Higher income (>120% AMI)	Not typically feasible at scale*	Higher income (>120% AMI)
Moderate Density	Townhomes, duplex, triplex, quadplex	Moderate income (>80-120% AMI)	Not typically feasible at scale*	Moderate income (>80-120% AMI)
<b>Low-Rise Multifamily</b>	Walk-up apartments, condominiums (2-3-floors)	Low income (>50-80% AMI)	Extremely low and Very low income (0-50% AMI)	<b>Low income (0-80% AMI) and PSH</b>
Mid-Rise Multifamily	Apartments, condominiums	Low income (>50-80% AMI)	Extremely low and Very low income (0-50% AMI)	Low income (0-80% AMI) and PSH
ADUs (all zones)	Accessory Dwelling Units on developed residential lots	Low income (>50-80% AMI)	N/A	Low income (>50-80% AMI) – Group with Low-Rise and/or Mid-Rise Multifamily

# Why Multifamily Housing?

## Social Equity

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*The U.S. Census Bureau estimates that 47.5% of Bremerton residents own their homes.*

*“Single-family only zoning and other density restrictions block the development of multifamily housing in many communities, thereby excluding renter households from those neighborhoods. Given that people of color are more likely to have lower incomes and to rent rather than own their homes, the geographic concentration of rental housing helps to perpetuate patterns of racial and socioeconomic segregation.”*

*Harvard University Study 2022*



11-unit Apartment  
7,164 Square Feet  
Bremerton, WA



Single Family Home  
7,829 Square Feet  
Bellevue, WA

# Why Multifamily Housing?

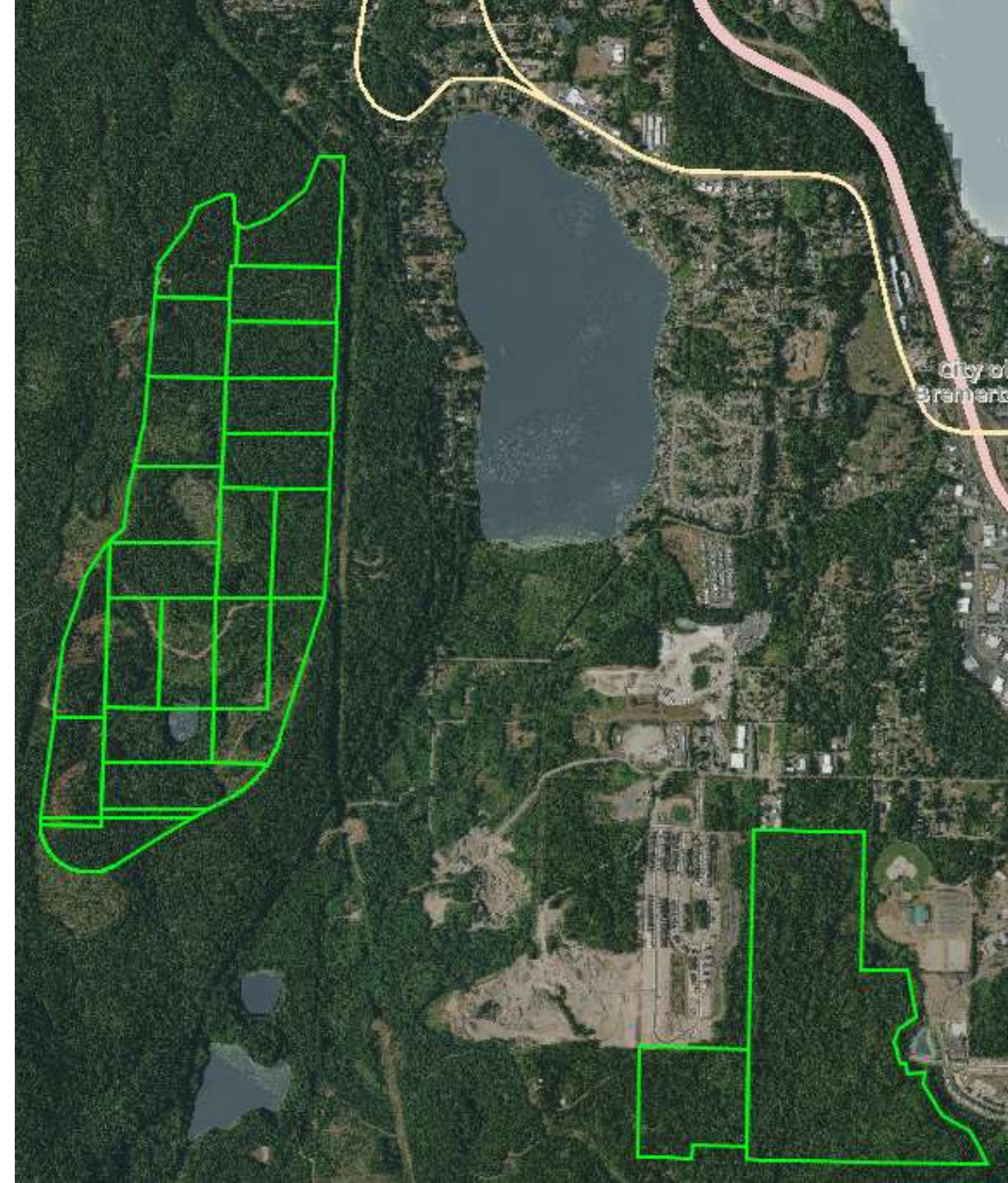
## Environmental stewardship

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- *Multifamily structures inherently more efficient*
- *Land use pattern requires less area*
- *On average, a single-family home generates 42% more vehicle trips than an apartment unit*

*“Give people a hybrid, and they drive more. Give people a state-of-the-art home heating system, and sometimes they turn up the temperature. But there’s no backsliding with land-use changes.”*

*Department of Housing and Urban Development 2022*



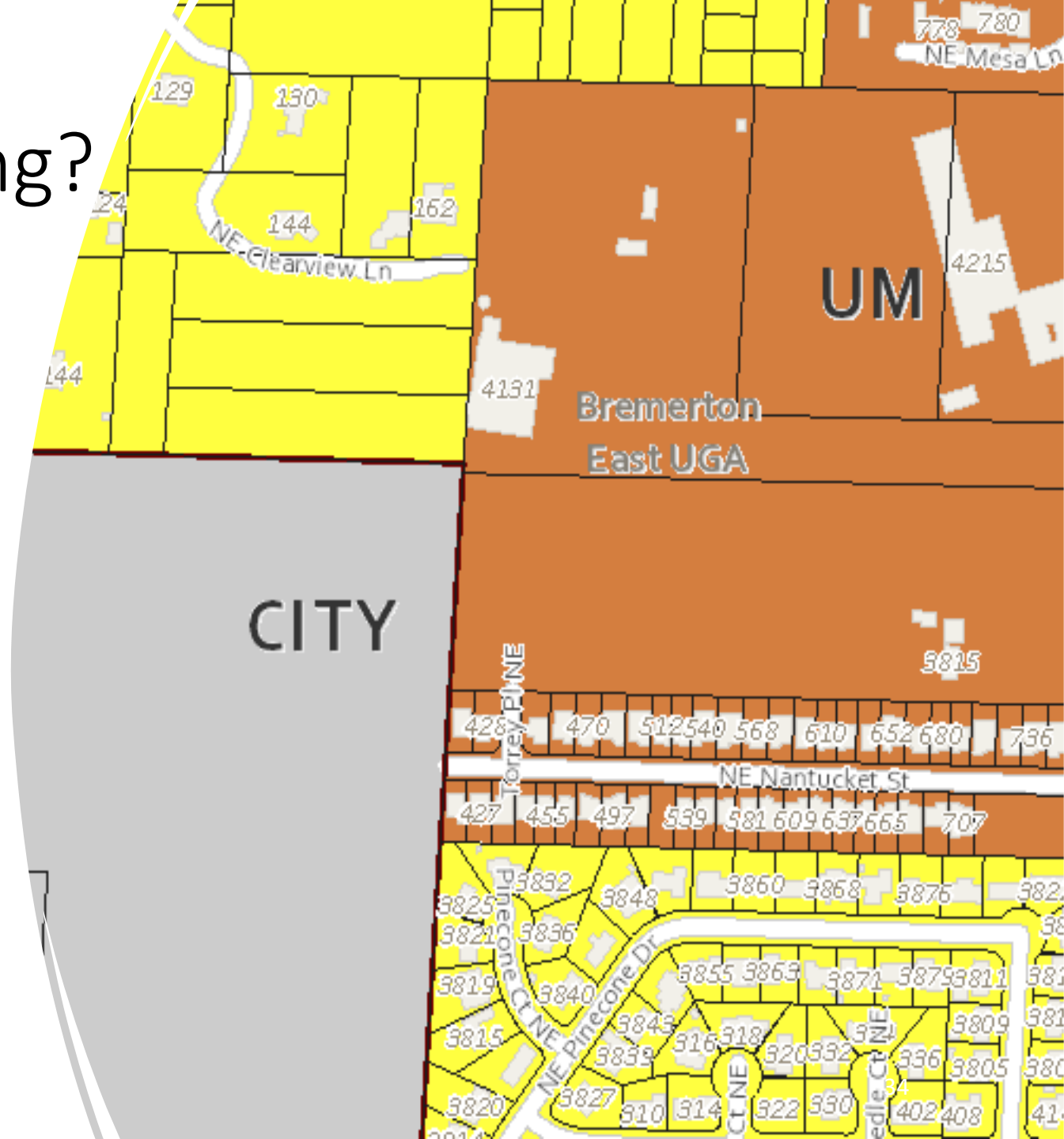
# Why Multifamily Housing?

## Development Pattern

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### **Kitsap County Jurisdiction**

*Multifamily currently a permitted use in Urban Growth Areas (UGAs) that will one day be annexed by the City.*



# Why Multifamily Housing?

Homelessness

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***Gregg Colburn, Homelessness is a Housing Problem***

*Potential improvements identified:*

- *Make it easier to get a permit*
- *Zoning allows more housing types*



A pair of black-rimmed glasses is centered in the frame. The background is a light gray surface covered with various letters and numbers in a sans-serif font, some of which are slightly blurred. A small blue horizontal line is located in the top left corner.

# Vision, Goals, and Policies

# Vision, Goals, and Policies

---

- Housing
- Land Use
- City Services
- Economic Development
- Transportation

# Housing: Vision

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To encourage the growth of Bremerton by strategically locating a wide variety of housing types throughout the City in a way that protects the environment and fosters community health.



# Housing: Goals

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H1. Protect and enhance Bremerton's existing quality housing stock.

H2. Encourage the development of a variety of new housing options and densities to meet the changing needs of Bremerton's residents.

H3. Support access to quality and affordable housing for all Bremerton residents.

H4. Implement and coordinate strategies that promote public and private efforts to facilitate improvements to the housing stock.

# Housing: Policies

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H2(1): Plan for sufficient housing and a variety of housing types to meet the needs of the existing and projected population at all income levels while also encouraging the private sector to meet the changing demographic needs and preferences.

STAFF NOTE: Proposed changes consistent with PSRC Vision 2050 and State requirements

# Housing: Policies

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H2(K): Review and streamline development standards and regulations to improve public benefit, provide flexibility and minimize additional costs to housing.

STAFF NOTE: Proposed changes consistent with PSRC Vision 2050 and State requirements.

# Land Use: Vision

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Bremerton is a metropolitan city that provides for economic vitality and diverse lifestyles through a broad variety of jobs, housing, and strategically located commercial and recreational opportunities.

# Land Use: Goals

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LU1. Plan for Bremerton's population and employment growth.

LU2. Encourage economic development within the City.

LU3. Protect Bremerton's natural environment.

LU4. Promote community health by allowing opportunities for healthy lifestyle choices.

# Land Use: Policies

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LU4(F): Support the design of transportation and infrastructure projects that promote and improve the community's physical, mental, and social health.

Staff Comment: Addresses PSRC Vision 2050 consistency checklist.

# Land Use: Policies

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LU1-Cen(G): Plan for densities and prioritize investments that maximize benefits of transit investments in high-capacity transit station areas that are expected to attract significant new population or employment growth.

Staff Comment: Addresses PSRC Vision 2050 consistency checklist.

# City Services: Vision

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The City of Bremerton strives to deliver exemplary municipal services to our community when and where it is needed.



# City Services: Goals

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CS1. Provide municipal services that enhance the quality of life in Bremerton.

CS2. Encourage the safety and health of residents and visitors.

CS3. Provide adequate capital facilities that:

- Address deficiencies and anticipate growth needs;
- Achieve acceptable levels of service;
- Use fiscal resources efficiently; and
- Meet realistic timelines.

CS4. Provide safe and reliable utility service to citizens, while balancing economic, aesthetics and environmental factors.

# City Services: Policies

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CS1(O): Prioritize siting of community facilities and services, including civic places like parks, schools and other public spaces, in centers and near transit, with consideration for climate change, economic, and social and health impacts.

Addresses PSRC Vision 2050 consistency checklist

# City Services: Policies

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CS3(R): Promote coordinated planning for services and facilities with counties, cities, tribes, and special purpose districts in a manner that supports Puget Sound Regional Council Vision 2050 Regional Growth Strategy, including addressing long-term needs, supply, and the use of conservation and demand management.

Addresses PSRC Vision 2050 consistency checklist

# Economic Development: Vision

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As the only Metropolitan City within Kitsap County, Bremerton expects to substantially expand employment and job variety over the next 20 years to support a growing economy and lifestyle diversity within the region.

# Economic Development: Goals

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ED1. Support expansion of commerce by diversifying and expanding Bremerton's commercial base.

ED2. Revitalize Bremerton's commercial districts by upgrading and enhancing the aesthetic quality of existing buildings and street frontages.

ED3. Facilitate physical improvements to commercial districts through tax incentives, intergovernmental programs, and private-public partnerships.

ED4. Recognize the relationship between transportation and economic development by working collaboratively with other governmental agencies to improve multi-modal transportation options and routes.

ED5. Advance efforts to establish a regional perception of Bremerton as a welcoming, attractive and business friendly City.

# Economic Development: Policies

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ED5(F): Promote strategies and policies that expand access to opportunity and remove barriers for economically disconnected areas within the city.

STAFF NOTE: Proposed changes consistent with PSRC Vision 2050

# Economic Development: Policies

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ED5(G): Support, recognize and enhance the contributions of the city's culturally and ethnically diverse communities, institutions, and Native Tribes.

STAFF NOTE: Proposed changes consistent with PSRC Vision 2050

# Transportation: Vision

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Bremerton strives to promote, manage, and maintain a safe, efficient, and integrated multi-modal transportation system to support a healthy and vibrant community.



# Transportation: Goals

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- T1. Promote and develop transportation systems that stimulate, support, and enhance the movement of people and goods to ensure a prosperous economy.
- T2. Acknowledge the existing built environment and maintain, preserve, and extend the life and utility of prior investments in transportation systems and services.
- T3. Provide for and improve the safety and security of transportation users and the transportation system.
- T4. Enhance Bremerton's quality of life through transportation investments that promote energy conservation, healthy communities, aesthetics and protect the environment.
- T5. Continuously improve the quality, effectiveness, and efficiency of the transportation system.

# Transportation: Policies

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TR1(Q): Monitor and prepare for changes in transportation technologies and mobility patterns.

Staff Note: Addresses PSRC Vision 2050 consistency checklist.

# Transportation: Policies

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TR1(R): Participate with PSRC and other regional entities to understand and contribute to implementation of regional plans for Electric Vehicle (EV) charging and accommodation of other alternative fuel sources. Support installation of EV charging stations on private and public owned property.

Staff Note: Addresses PSRC and State EV regional coordination planning/Vision 2050 consistency checklist

# Council Feedback Requested

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- Please email any suggested language by Wednesday January 31<sup>st</sup>.
- Staff will compile suggestions and include in the February 7<sup>th</sup> Packet for the other Councilpersons to consider as guidance for staff to deliver to the Planning Commission.

A large crowd of stylized human figures in various colors (black, brown, grey) with one central figure in light grey with arms raised.

# Outreach

## Comprehensive Plan Update - Bremerton2044

Transportation Open House

Transportation Survey

### GOALS & POLICIES:

Environmental  
City Services  
Transportation  
Land Use  
Housing  
Economic Development

The City is currently in the process of updating our Comprehensive Plan. Bremerton's Comprehensive Plan provides guidance for how the City will grow and develop over the next 20 years. The Comprehensive Plan is the centerpiece of local planning efforts and relays the goals and policies that will guide the day-to-day decisions of elected officials and local government staff. The City Comprehensive Plan update will be completed by December 2024.

#### Important Documents:

- [Public Participation Plan](#)
- [Work Plan Schedule \(subject to change\)](#)
- [Current Bremerton Comprehensive Plan](#)
- [Kitsap County Buildable Lands Report](#)
- [Puget Sound Regional Council Vision](#)

#### Upcoming Dates:

- City Council  
January 24, 2024  
[Study Session Update](#)
- City Council  
February 7, 2024  
[Regular Meeting Update](#)



#### FALL/WINTER 2022 SURVEY

[Survey Results](#)

**MAKE A COMMENT**

[Compplan@ci.bremerton.wa.us](mailto:Compplan@ci.bremerton.wa.us)

[COMMENTS RECEIVED](#)

Do You Live

# Community Events

- Bridging Bremerton 7/2/2022
- Islanderfest 9/3/2022
- Blackberry Festival 9/3/2022
- Manettefest 9/10/2022
- 911 S.O.S. 9/11/2022
- Downtown Trick or Treat 10/31/22
- Greater Kitsap Chamber of Commerce 11/16/23
- Downtown Business Association 11/22/23
- Manette Winterfest 12/2/22
- Manette Business Association 12/12/22
- District 6 Townhall 1/9/23
- Kitsap NAACP 2/27/23
- St. Patrick's Parade 3/11/23
- Rotary of Bremerton 3/27/23
- Kitsap Homelessness and Housing Coalition 4/19/23
- Farmer's Market 5/11/23
- Armed Forces Day Parade 5/20/23
- Downtown Business Association 5/23/23
- Kitsap Realtors Housing Summit 5/25/23
- Wayzgoose 6/3/23
- Kitsap Transit Bus Rodeo 6/4/23
- Juneteenth 6/17/23
- Make Music Day 6/21/23
- Farmer's Market 6/22/23
- Bridge Blast 6/24/23
- League of Women Voters 7/15/23
- Kitsap Health Equity Collaborative 7/18/23
- Taste of Kitsap 8/4/23
- Farmer's Market 8/31/23
- Blackberry Festival 9/2/2023
- Port of Bremerton 9/12/23
- Kitsap Mesa Redonda 9/13/23
- Farmer's Market 9/14/23
- Mexican Independence Day Event 9/17/23
- Downtown Trick or Treat 10/31/23
- First Friday 11/1/23
- Kitsap Homelessness and Housing Coalition 11/15/23
- Charleston Business District 11/21/23
- Krampusnacht 12/1/23
- Kitsap Mesa Redonda 1/10/24
- Downtown Business Association 1/23/24



**MONTHLY DRAWING  
FOR A YETI  
TUMBLER!!**





An aerial photograph of a large marina filled with numerous white sailboats and yachts. The water is a deep blue, and the boats are docked at wooden piers. In the background, a city with various buildings is visible, followed by a range of mountains with patches of snow under a clear blue sky. The text is overlaid in the center of the image.

# Questions and comments Planning Commission Consideration?

INFORMATION ONLY ITEM  
CITY OF BREMERTON  
CITY COUNCIL

**B2**

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**SUBJECT:** Comprehensive Plan Council  
District Digests

Study Session Date: January 24, 2024

Presenter: Garrett Jackson

Phone: 360-927-1715

**SUMMARY:**

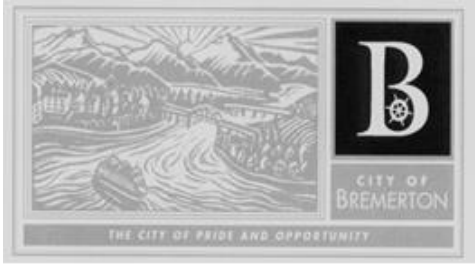
In preparation for the upcoming Comprehensive Plan Update Draft Environmental Impact Statement (DEIS), City Staff have composed City Council District Digest documents so that potential Comprehensive Plan alterations can be better understood at the district scale. These documents are intended to provide readers with information on existing conditions within individual City Council Districts, and relay how proposed changes will fit in with existing development patterns. Upon the release of the DEIS, Council District Digests are anticipated to assist in providing a starting point for community conversation. Each of the seven draft District Digest documents can be found at the following link: <https://bremwebcontent.s3.us-west-2.amazonaws.com/index.html>.

**HANDOUTS:** Staff Memorandum

**STUDY SESSION AGENDA:**

No Presentation

Full Presentation



**DEPARTMENT OF  
COMMUNITY DEVELOPMENT**

# MEMORANDUM

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**To:** City Council

**From:** Andrea Spencer, Director  
Garrett Jackson, Planning Manager

**Date:** January 24, 2024

**Subject:** Direction from City Council on Comprehensive Plan Council District Digests

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## 1.0 Summary

The Comprehensive Plan update is required by the Washington State Growth Management Act (GMA) in order to demonstrate that Bremerton has the capacity to absorb population and employment increases forecast to the year 2044. Population estimates indicate that the City will grow to 63,757 persons and 58,258 jobs by 2044; this means the City is forecast to increase its population by over 46%, with a 32% increase in the number of jobs. While comprehensive planning is a “macro” process meant to ensure State, Regional, and local planning objectives can be met, this report seeks to provide more fine-grained examples of how this process will be experienced locally.

In preparation for the upcoming Comprehensive Plan Update Draft Environmental Impact Statement (DEIS), City Staff have composed *City Council District Digest* documents so that potential Comprehensive Plan alterations can be better understood at the district scale. These documents are intended to provide readers with information on existing conditions within individual City Council Districts, and relay how proposed changes will fit in with existing development patterns. Upon the release of the DEIS, Council District Digests are anticipated to assist in providing a starting point for community conversations. Each of the seven draft District Digest documents can be [found at the following link](#).

In preparation for this meeting, Staff has toured Council Districts with individual Council members, and sought feedback on District Digests from Council members. As the last of these interviews will likely occur after the publication of this report, specific feedback from these interviews will be provided in full at the meeting. The following provides a brief user guide to District Digests.

## 2.0 Introductory Information

Each District Digest begins by identifying the City Councilperson representing the district, and provides an explanation for what the Comprehensive Plan process entails. Prompts are given for the reader to consider while they review the Digest, requesting they reflect on what makes Bremerton unique as we plan for 2044. Certain demographic information is provided at the district level, as well as information on parks, housing occupancy rates, and Building Permit statistics to indicate to the reader what level of investment has been made in recent years.

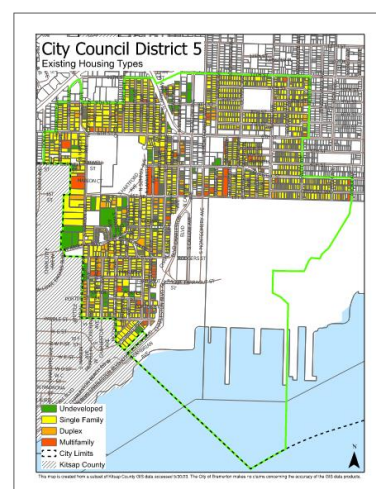
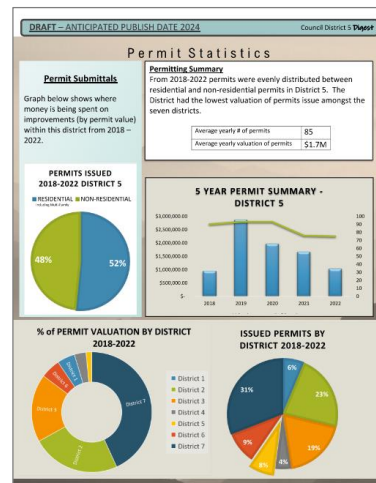
## 3.0 Current Land Use Designations

All geographic areas within the City are assigned a *Land Use* designation, this is known more commonly as zoning. Land Use designations include commercial and industrial areas, as well as residential and mixed-use designations of varying intensity. Particular care is taken to note when a *Center* is located within the district, as areas assigned this designation are expected to absorb the majority of growth forecasted to Bremerton. This section of the District Digest explains to the reader what Land Use designations are found within the specific City Council District, from the existing Comprehensive Plan which was adopted in 2016. These descriptions should give the reader context to the intent of individual Land Use designation and their expected development outcomes.

## 4.0 Mapping Current Conditions

In an effort to familiarize the reader with current development trends within their individual districts, a number of maps are provided in this section to illustrate the makeup of their unique built environment. Maps include, but are not limited to, illustrations of:

- Existing Housing Types – This example is seen in the adjacent image, and illustrates where single-family, duplex, multifamily, and undeveloped properties are located in the district. Anecdotally, Staff has found a level of surprise when individuals view the amount of existing housing diversity found throughout the City. As the City considers expanding the variety of housing permitted in residential Land Use designations, consideration should be given to the existing diversity of residential structures.
- Year Property Last Sold – This information will likely be helpful to both old and new residents of Bremerton. Established residents will be able to see which geographies within their District have seen highest rates of new investment, and newer residents will be able to identify areas that have retained longer rates of ownership.



## 5.0 Active Transportation Plan

Formerly known as the *Nonmotorized Plan*, the Active Transportation Plan concerns pedestrian and bicycle traffic within the City. As this section is still in development, a title page is provided at this time. When the DEIS is closer to publication, this section will be updated with District specific details.

## 6.0 Comprehensive Plan Housing Requirements

Washington State Department of Commerce forecasts that 1.1 million new residential units will be needed over the next 20 years. This forecasted need has led Washington legislators to adopt a number of now codified housing mandates which State jurisdictions must implement. While there are numerous updates to contend with, the primary focus of the Comprehensive Plan update concerns conformance with two bills.

- [HB 1220](#) - requires the City to allow for housing types that meet the needs of all income levels within our jurisdiction. Guidance from the Department of Commerce has indicated permitting multifamily housing types will largely satisfy the requirements of this legislation. This new legislation amends RCW 36.70A.020, 36.70A.390, 36.70A.030, 36.70A.070; and adds new sections to RCW 35A.21 RCW, 35.21 and 36.70A.
- [HB 1110](#) - the State also requires Bremerton to allow a minimum of four dwelling units per lot near bus rapid transit stations and in cases where affordable housing criteria are met, and also promotes other *Missing Middle* housing types. The Department of Commerce will release additional guidance on the implementation of this legislation later this January, at which point this section will be updated to provide information. This new legislation amends RCW 36.70A.030, 36.70A.280, 43.21C.495, and 43.21C.450; and adds new sections to RCW 36.70, 64.34, 64.32, 64.38, and 64.90.



While the State has mandated local jurisdictions to allow more housing types to account for forecasted populations, the need for these changes can also be felt at the local level. As relayed earlier in this report, the City is forecast to increase its population by over 46% by the year 2044. Compounding a potential lack of housing to accommodate this population growth is noted in [a study sponsored by the National Association of Realtors](#), where the *Bremerton-Silverdale-Port Orchard area* is ranked 107 in the nation in the underproduction of housing. This section of the District Digest provides context on how the Comprehensive Plan proposal for housing addresses concerns related to social equity, the environment, homelessness, and other subjects. Of these topics, a [link is provided to a short video](#) (less than 8 minutes) which provides a statistical analysis on the link between a lack of housing supply and homelessness, further underscoring the need for increased housing options in the City.



*growth within Kitsap County. In decisions relating to population and employment growth and resource allocation supporting growth, Centers have a high priority.”*

The infrastructure invested within the Downtown Subarea Plan also makes it a clear candidate for increased growth in the City. Washington State Ferries, Kitsap Transit ferries and bus service, employment at Naval Base Kitsap, and amenities at Evergreen Park are all within an approximately 10-minute walkshed from any point in Downtown. Kitsap Transit’s [Long-range Transit Plan](#) also identifies Downtown for investments in a High-capacity Transit route to Silverdale and an express route to Tacoma. Density and development restrictions within the existing Downtown Subarea limit the number of potential residents that would be able to access housing near concentrated transit, employment, and amenities within the City. The City should consider development regulations that ensure the maximum number of individuals and families have access to this concentration of assets.

Currently there are eight development zones within the Downtown Subarea Plan. Height limits within the Subarea oscillate from 40-feet, to 50-feet, to 60-feet, to 80-feet, to 175-feet, and up to a *market driven* height. Density also transitions from a maximum of 20 Dwelling Units per Acre (DUA) to no maximum density. These significant variations occur within the fairly small geography of the Downtown Subarea, creating an unpredictable development pattern. This alternative proposes to consolidate five existing zones into a single mixed use zone with an 80-foot height limit and no maximum density. This height limit is conducive to constructing woodframe construction over a concrete podium, which is a more cost effective method of construction. An 80-foot height limit and removing density maximums would be consistent with criteria established in other Centers within the City, such as the Charleston District Center, Wheaton-Sheridan District Center, Wheaton-Riddell District Center, and the Eastside Village Subarea Plan.

- ii. Low Density Residential & Medium Density Residential – No revision to density, height, or other development regulations are proposed within the Low Density Residential designation, however, adding multifamily to permitted uses is included in this alternative. These areas currently permit duplex, townhomes, cottage housing, and accessory dwelling units. Expanding the permitted housing types to include multifamily is intended to address equitable access to housing. Multifamily is currently outright permitted by Kitsap County in the Urban Growth Areas (UGAs) surrounding the City. The Medium Density Residential designation is also proposed to permit multifamily housing types, but also includes an increase in height to 45-feet to accommodate greater densities already allowed in that zone.
- iii. High Density Residential (HDR) & General Commercial (GC) – These land use designations are typically located along existing transportation corridors or areas within the City that have historically sited more intense land uses. In order to promote redevelopment within these existing commercial and/or high density areas, an increase in height to 65-feet is proposed to accommodate more affordable construction types. The existing height limit within the HDR designation is conditionally permitted at 60-feet, and 45-feet within the GC designation. These zones are prominent along the Highway 303 corridor where High-capacity Transit is planned to Silverdale.

- iv. Bay Vista Subarea Plan – This area of the City is largely completely built out, however, there are existing vacant lots remaining. The Village Commercial zone within the Bay Vista Subarea Plan currently prohibits any residential development types. Staff proposes altering this residential prohibition to allow for mixed use on these properties. There are only two property owners for all undeveloped lots within the Bay Vista Subarea, and the City has received letters of support from both to allow mixed uses.
- *Alternative #3, Non-Centers Growth*: This alternative is largely consistent with Alternative #2, however, it also includes requests from property owners for alternative Land Use Designations that may not align with the Centers method of development or other planning objectives. In some City Council Districts, Alternative #2 and Alternative #3 propose the same designation types with no changes.

## **8.0 Next Steps, City Council District Digests**

After conferring with the City Council at the January 24<sup>th</sup> Study Session, Staff will update District Digest documents to reflect direction provided by Council. This will include a *Vision Board* page for each district that highlights important aspects of each district, how they are unique, and what the future might hold for each. Future versions of the District Digest will be available with the publication of the Draft Environmental Impact Statement (DEIS), and will include additional information on implementation of State legislation and the City Active Transportation Plan.





# Comprehensive Plan Update City Council District Digests

January 24, 2024

# What is a District Digest?

Communication tool for upcoming DEIS

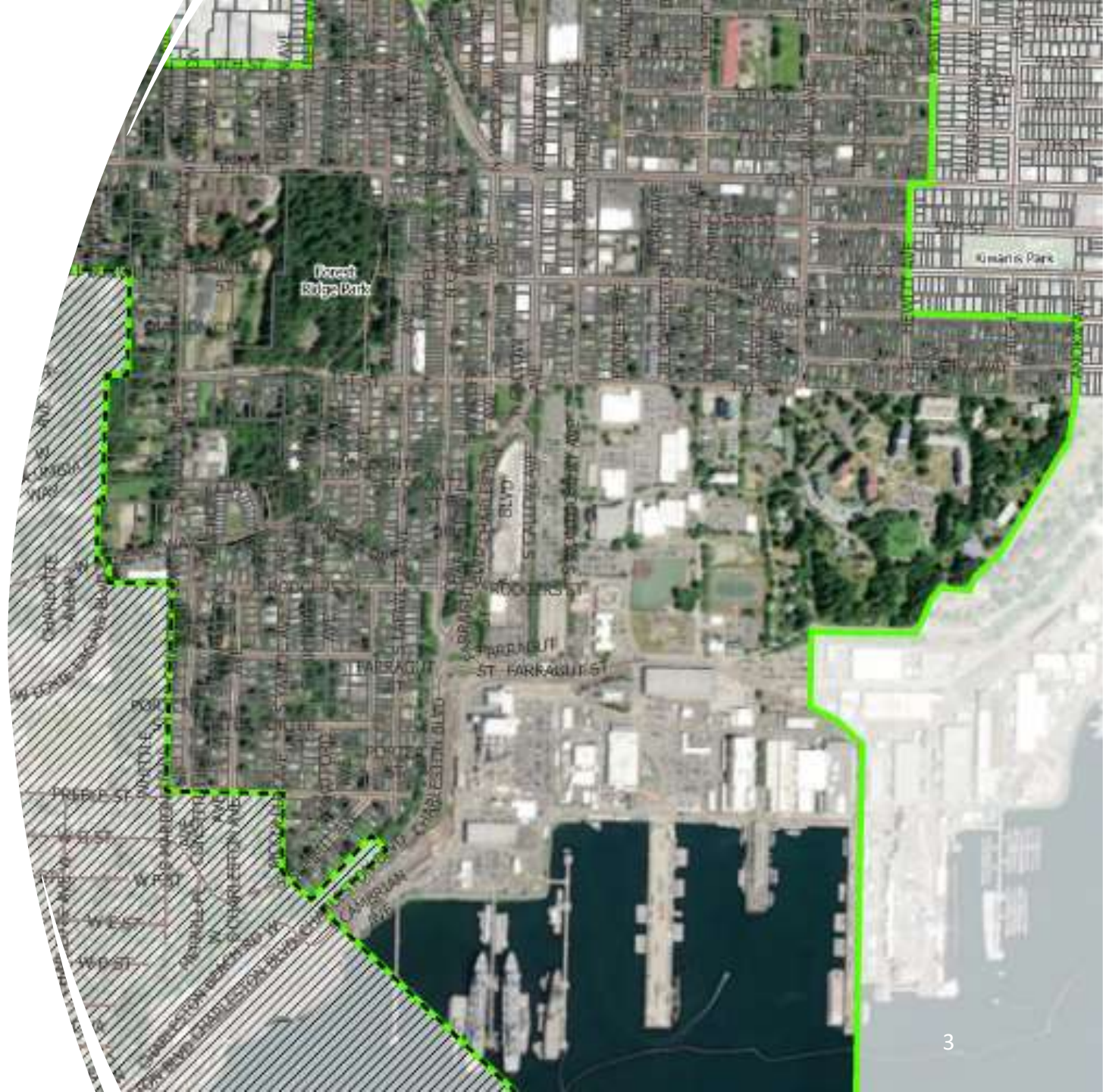
- Get to know your District
- Permitting statistics
- Understanding existing conditions and Land Use designations
- Active Transportation considerations
- Understanding housing concerns
- Explaining DEIS alternatives at a District level



# Get to know your district

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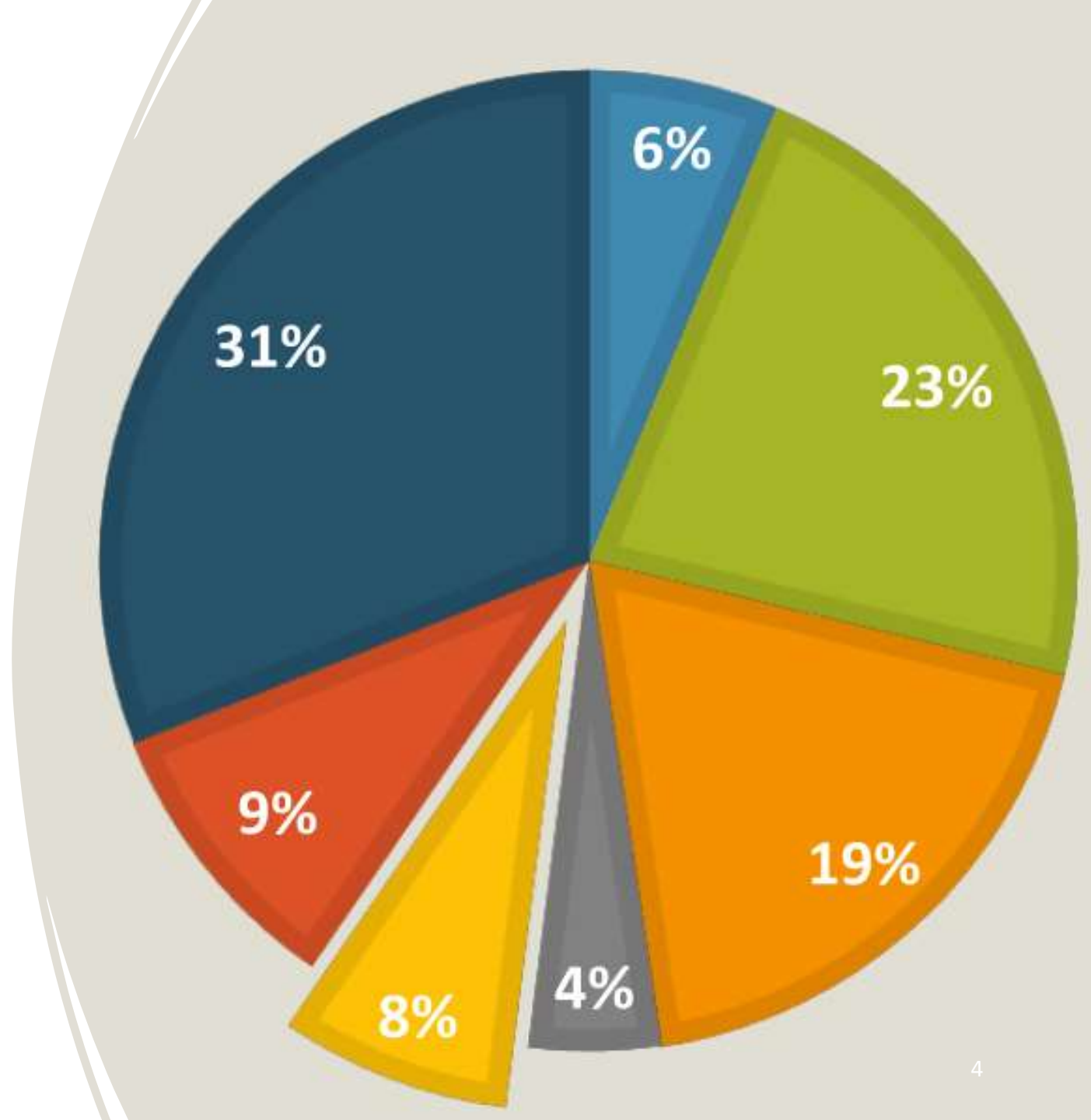
- Who is your Councilperson?
- District lines
- Aerial photography
- Demographic information
- Label City Parks



# Permitting Statistics

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Gauge level of investment in your district compared to other areas in the City.



# Understanding Existing Conditions and Land Use Designations

Descriptions provided for each land use designation located in individual districts from the 2016 Comprehensive Plan, and mapping to illustrate existing conditions.

**Current Comprehensive Plan (2016)** 2016 PLAN

Within District 5 there are five land use designations in the 2016 Comprehensive Plan and they are detailed below. The 2024 Comprehensive Plan update may revise the land use designations.

**LDR (Low Density Residential)**

Purpose/Intent: To create new and support existing single family neighborhoods.

Location: Residential neighborhoods located throughout the city as mapped.

Land Uses: Single family residential homes, duplexes and townhouses, and low intensity compatible uses such as churches, schools, senior housing, and parks. Accessory dwelling units are encouraged.

Intensity/Density:

- 5 to 10 dwelling units per acre
- Three stories and conditionally allowed uses may be four stories

Character: The City's residential neighborhoods are characterized by single-family homes on traditional urban lots. There are some existing small-scale commercial structures with LDR, which should be encouraged to be redeveloped by adaptive reuses to provide services to the neighborhood.



**GC (General Commercial)**

Purpose/Intent: To provide locations for general commercial uses serving the entire community while buffering impacts to adjacent residential areas. The designation accommodates access to businesses by automobile while also creating a pedestrian-friendly, transit-supporting corridor.

Location: Along high traffic corridors/primary arterials as mapped such as Kitsap Way and Wheaton Way. Also includes area near 15th Street and Pennsylvania Avenue, Perry Avenue, and Olympus.

Land Uses: Commercial uses, Mixed-use, and stand-alone residential if it is located away from major arterials.

Intensity/Density:

- No residential density requirement
- Three to five stories

Character: The General Commercial designation provides for intense commercial activities. It focuses growth along transportation corridors and is intended to provide appropriate locations for activities that require high levels of access by automobile traffic. Design considerations include encouraging multi-story buildings near the street frontage, with street trees, attractive landscaping, benches, and frequent transit stops. Transit-oriented residential uses are appropriate on second or third floors near the street and transit stops. Office uses may also be appropriate near the street frontage. Uses in areas away from the street include parking and more intense retail uses. Special design provisions should be utilized to provide adequate buffering and transitions to less intense land uses in adjacent areas. Parking for larger commercial operations is encouraged to be located behind or beside street-fronting structures. Sites should include adequate landscaping, architectural standards, and other site design considerations to assure compatibility with neighboring uses. Stand-alone residential uses are encouraged provided they are not located on a major arterial.

**I (Industrial)**

Purpose/Intent: The industrial designation is intended to accommodate heavy industrial uses in locations where there is limited interaction with residential uses.

Location: Primarily in the southwestern region of Bremerton.

Land Uses: Industrial Uses.

Intensity/Density: No density, No specific height

Character: The district focuses on providing efficient, highly accessible sites for industry. These uses should have screening or buffers to abate for bordering designations that may have less internal activities. The structure type shall be industrial in nature development. Must comply with all noise and odor regulations. In some areas of industrially designated land it will be appropriate to designate areas for mineral resource extraction. It is expected that these properties will undergo several years of extraction activities and then transition to another industrial use.



# Active Transportation Plan

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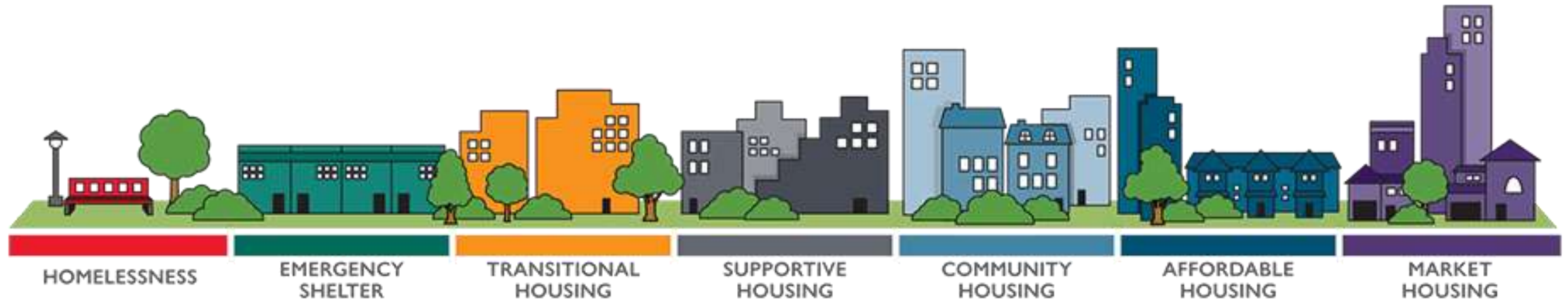
Formerly known as the Nonmotorized Plan, the Comprehensive Plan update will include an Active Transportation Plan. This section is under development, and the final version will describe bicycle and pedestrian movement in the City.



# Understanding Housing Concerns

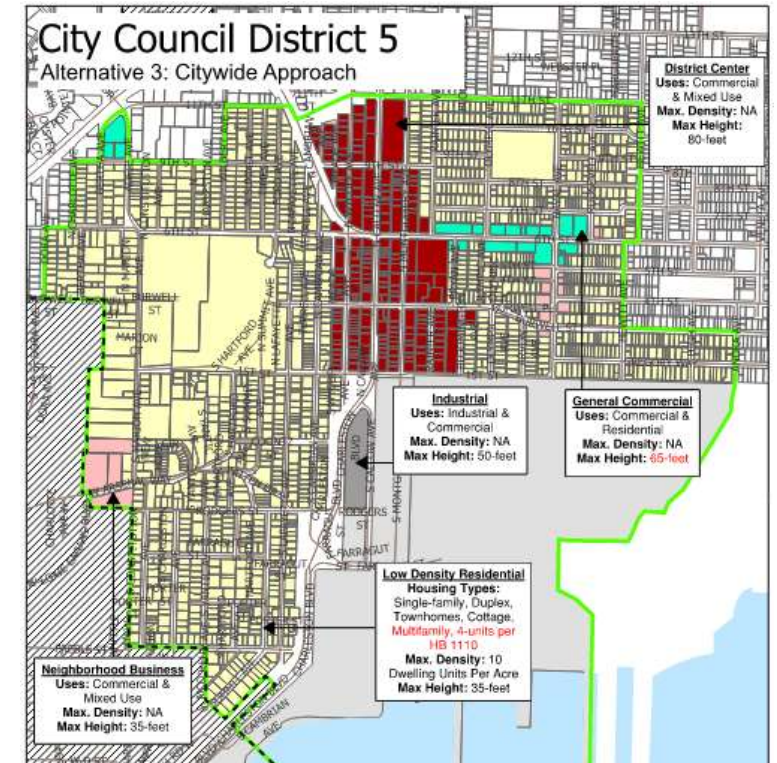
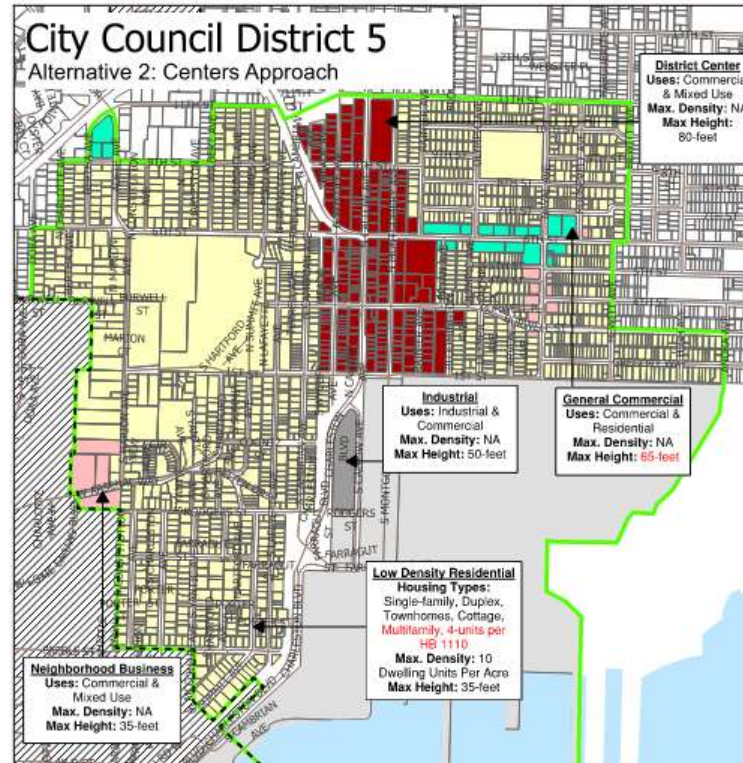
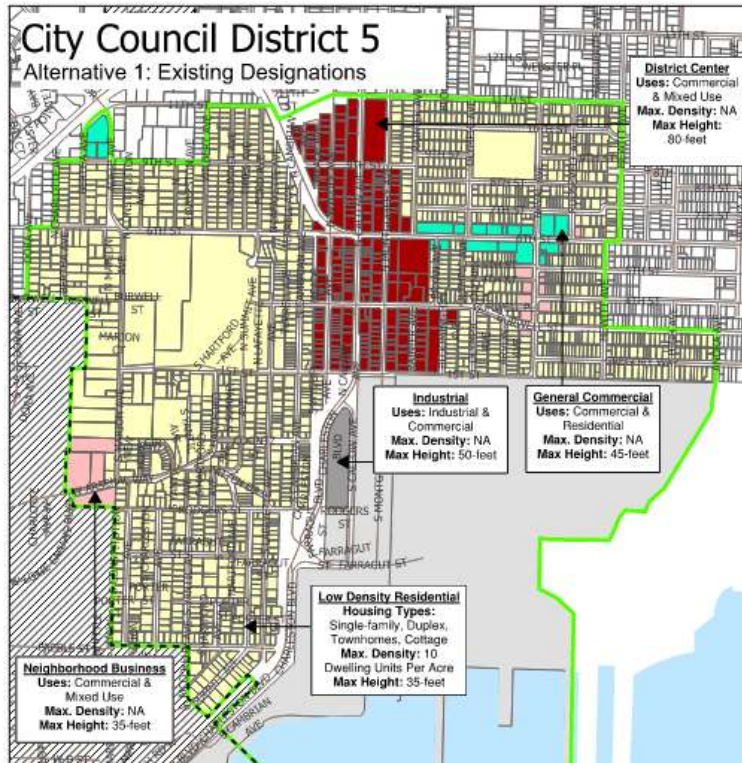
Description of various topics related to housing that the Comprehensive Plan must address. This includes State legislation like HB 1110 and HB 1220, social equity, High-capacity Transit, environmental concerns, and homelessness.

## THE HOUSING CONTINUUM



# Draft Environmental Impact Statement (DEIS) Alternatives

Provide descriptions and illustrations of how proposed DEIS alternatives apply to individual districts.





# City Council District Tours



# City Council Feedback for District Digests

## Document Districts' Assets and Vision/Possibilities

### **DISTRICT 1**

**ASSETS:** Demonstrates variety of housing types can coexist seamlessly in neighborhoods. A number of City parks with a wide variety of recreational opportunities.

**VISION/POSSIBILITY:** Active Transportation Plan connects neighborhoods to parks and schools. Implementation could include increased sidewalks/bike lanes especially on Pine Road.

### **DISTRICT 2**

**ASSETS:** Three City growth Centers with anticipated mixed-use redevelopment. Highways 303 corridor future High-capacity Transit network. Ongoing prominent new construction projects.

**VISION/POSSIBILITY:** Increased recreational opportunities within the District and their alignment with the Active Transportation Plan. Maintain good relationship with business/development community, and increase communication with new projects as they come forward.

### **DISTRICT 3**

**ASSETS:** Includes the City's Metropolitan Regional Growth Center, vibrant neighborhood scale commercial in Manette, good transportation assets including connections to Seattle.

**VISION/POSSIBILITY:** Support economic growth of the Downtown Regional Center. Support a variety of Active Transportation projects, including visual and physical connections from neighborhoods to the shoreline.

### **DISTRICT 4**

**ASSETS:** Includes the City's Metropolitan Regional Growth Center, Education facilities (Bremerton High School & Olympic College), existing street ends with shoreline access potential, developed with an existing variety of housing types. A number of City parks throughout the district.

**VISION/POSSIBILITY:** Increased active transportation in support of schools and community assets like the Bremerton Foodline. Improvement of street ends to increase shoreline access. Improvements to existing park facilities and increased public meeting spaces. Increase opportunities for commercial uses.

# City Council Feedback for District Digests

## Document Districts' Assets and Vision/Possibilities

### **DISTRICT 5**

**ASSETS:** Charleston is the City's second downtown, County recognized growth Center, with an engaged business community seeking to revitalize this unique community destination. The resident population at Naval Base Kitsap is also an important part of this district.

**VISION/POSSIBILITY:** Continued support for the redevelopment and public investment of Charleston. Strengthen Active Transportation Plan connections between Charleston, Naval Base Kitsap, and Downtown. Increase wayfinding signage to communicate shopping, dining, and other experiences within Charleston.

### **DISTRICT 6**

**ASSETS:** Caring citizens that support one another (seed garden, small library, etc.). The district contains various developed housing types that compliment community character.

**VISION/POSSIBILITY:** Active Transportation to support connections between neighborhoods, parks, and schools. Increased traffic calming measures especially in neighborhoods. Improvements to community parks to ensure recreational opportunities for residents. Seek stronger connections for public to interact with new commercial uses.

### **DISTRICT 7**

**ASSETS:** This district has businesses with strong economic development output, including the regionally significant automotive dealerships, industrial development, and Port of Bremerton Airport and Industrial Park. The district also has some of the City's highest new housing production.

**VISION/POSSIBILITY:** Continued support for business and economic and housing development. Ensure Active Transportation Plan has connectivity to NAD Park.



**QUESTIONS?**

# 2024 City Legislative Priorities

## C1

Strong cities make a great state. Cities are home to 65% of Washington's residents, drive the state's economy, and provide the most accessible form of government. Cities' success depends on adequate resources and local decision-making authority to best meet the needs of our residents.

### Washington's 281 cities ask the Legislature to partner with us and act on the following priorities:



#### Help recruit and retain police officers for public safety

Provide additional funding tools and resources for officer recruitment and retention to improve public safety. This includes updating the existing local option Public Safety Sales Tax to allow implementation by councilmanic authority and greater flexibility for using the funds to cover increased officer wages and related programs like behavioral health co-response teams.

Expand access to state-mandated training. In particular, continue increasing the number of classes for the Basic Law Enforcement Academy (BLEA) and expanding the new regional academies. Getting new officers on the street faster supports recruitment and retention, thus improving public safety outcomes in our communities.



#### Revise the arbitrary property tax cap

Revise the arbitrary 1% property tax cap that has been in place for more than 20 years. Tie the tax to inflation and population growth factors with a new cap not to exceed 3%. This allows local elected officials to adjust the local property tax rate to better serve our communities and keep up with the costs of providing basic services like police, fire, streets, and valued community amenities like parks. The current 1% cap has created a structural deficit in cities' revenue and expenditure model, causing reliance on regressive revenues and artificially restricting the ability of property taxes to fund critical community needs.



#### Continue investing in infrastructure

Continue strong state investments in infrastructure funding to support operations and maintenance of traditional and non-traditional infrastructure like drinking water, wastewater, and broadband. Expand funding options that support state and local transportation needs with emphasis on preservation and maintenance to prevent expensive replacement and repairs. Improve access to Climate Commitment Act funding, including direct distributions, for city priorities that support carbon reduction and climate resiliency.



#### Provide behavioral health resources

Create greater access to behavioral health services to include substance use disorder treatment and dual diagnosis treatment facilities. Support continued state funding for cities to help communities establish alternative response programs like co-responder programs, diversion programs, and others that provide options beyond law enforcement to assist individuals experiencing behavioral health challenges.

#### AWC's advocacy is guided by these core principles from our Statement of Policy:

- Local decision-making authority
- Fiscal flexibility and sustainability
- Equal standing for cities
- Diversity, equity, and inclusion
- Strong Washington state partnerships
- Nonpartisan analysis and decision-making

Contact: **Candice Bock**  
Government Relations Director  
[candiceb@awcnet.org](mailto:candiceb@awcnet.org)

**From:** Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>  
**Sent:** Wednesday, January 24, 2024 4:29 PM  
**To:** City Council <City.Council@ci.bremerton.wa.us>  
**Subject:** Regional Meetings Briefings

Hi Council,

I'm missing the meeting tonight due to being in Olympia with the Chamber for the Association of Washington Business legislative day.

I wanted to share highlights from two regional meetings this month:

#### PSRC Ferry Meeting - Jan. 19

- Presentation slides attached.
- New service restoration plan announced.
- Main barrier to service restoration is vessel availability.
- New vessels expected 2028.
- Governor's budget has proposed 25% increase to capital WSF budget.
- A second boat for Bremerton is second in priority at the moment after a third boat for the triangle route.
- WSF promised if the Bremerton boat goes down they will pull from another route to fill in to ensure continued Bremerton operations

#### KRCC Trans POL - Jan 18

- Safe Streets for All Transportation Safety Plan is in the works
  - Idea is to increase safety, both in less collisions and less severity.
  - PSRC has \$2.7 million to develop Regional Safety Action Plan.
  - Consultants selected by late Jan. Then engagement with public and agencies.
  - Regional scale analysis conducted using all available data that will then translate to local recommendations
- 2024 Countywide and Regional Competition
  - Very likely to have a large focus on safety.
  - Focus on growth centers – Charleston and Eastside Village for Bremerton – and how to connect them with city.
  - 4 applications maximum for Bremerton (we're currently planning on 2 for 6th and 11th streets).
  - Prioritizes applications that:
    - Helps to advance desired or planned public or private investment that support centers (e.g., housing, employment, redevelopment)
    - Supports mobility for people traveling to, from, and within Centers of Growth
    - Makes connections to existing or planned infrastructure
    - Fills a physical gap or provides an essential link in the system
    - Supports multimodal transportation investments
    - Addresses capacity and concurrency level of services for one or more modes of transportation
    - Reduces reliance on enforcement and/or designs for decreased speed.
    - Improve pedestrian safety

- Improve facilities for pedestrian and bicycle safety and comfort and/or reduced barriers to use.

Cheers,  
Jeff

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

# **WASHINGTON STATE FERRIES UPDATE**

## **Puget Sound Regional Council**

JOHN VEZINA, DIRECTOR OF PLANNING, CUSTOMER  
AND GOVERNMENT RELATIONS – WSF

JANUARY 19, 2024

Roger Millar, Secretary of Transportation

Mike Gribner, Deputy Secretary of Transportation



# SERVICE CONTINGENCY PLAN GOALS

The goals of the Service Contingency Plan are to:

- Provide a measure of **predictability** about the service WSF will be able to operate for the next 4 to 5 years.
- Be **transparent** about decisions, considerations, and priorities when service adjustments are necessary and how WSF will manage unplanned service disruptions.
- Provide **consistency** in service to enhance reliability for customers.
- Outline **how WSF will communicate** with customers, community members and other partners.

# SERVICE CONTINGENCY PLAN

ROUTE	BASELINE CONTINGENCY PLAN 15 vessels	FULL SERVICE 19 vessels summer 18 vessels spring/fall 17 from late-fall to early-spring
Anacortes/San Juan Islands	4 vessels including 1 interisland-only vessel	4 vessels, including 1 interisland-only vessel (No interisland on winter weekends)
Port Townsend/Coupeville	1 vessel year-round	1 vessel: Late-fall to early-spring 2 vessels: Late-spring to early-fall
Mukilteo/Clinton	2 vessels	2 vessels
Edmonds/Kingston	2 vessels	2 vessels
Seattle/Bainbridge Island	2 vessels	2 vessels
Seattle/Bremerton	1 vessel	2 vessels
Fauntleroy/Vashon/Southworth	2 vessels	3 vessels (2-boat service on winter weekends)
Point Defiance/Tahlequah	1 vessel	1 vessel
Anacortes/Sidney	No service	1 vessel (spring/summer/fall)

# CONSTRAINTS

## Vessel Availability:

- 24 vessels in 2015; 21 vessels in 2024
- Aging fleet: 5-64 years old
- New vessels in 2028
  - Can build out-of-state
  - Can select multiple shipyards

## Crew Availability:

- Global mariner shortage
- Generational transformation
- Time and training for licensed deck and engine staff



# RESTORING SERVICE

## Prioritization of Remaining Unrestored Routes

- 3<sup>rd</sup> boat at Fautleroy/Vashon/Southworth
- 2<sup>nd</sup> boat at Seattle/Bremerton
- 2<sup>nd</sup> boat at Port Townsend/Coupeville (shoulder season and summer only)

## Adding Service

- When crew and/or vessel not consistently available for a full season, added service will be unscheduled.
- When both crew and vessel are projected to be available for a full season, added service will be scheduled.
- Flexibility to change seasonally.



# UNPLANNED SERVICE DISRUPTIONS

- The first day, the route where the vessel is assigned will operate without that vessel.
  1. WSF needs time to make an assessment as to whether repairs will last more than one day. Often, vessels can be repaired the same day.
  2. WSF needs time to assemble deck crews to move vessels to new routes
  3. customers need advance notice of schedule changes to plan accordingly.
- Service will be restored as quickly as possible on routes already on reduced service.

There's a lot to consider when a relief vessel isn't available:

- **Alternatives routes** – does a community have another ferry or drive-around option?
- **Customer impacts and ridership** – how many people are impacted by the disruption?
- **Special events** – sports, festivals, etc
- **Reservations** – canceling reservation trips has widespread impacts
- **Crew** resources and availability
- **Duration** of the disruption

# GOVERNOR'S 2024 SUPPLEMENTAL BUDGET

	Current Budget	Governor's Proposed Budget	Funding Increase	Percentage Increase
Ferry Operations Budget	\$740m	\$789m	\$49m	7%
Ferry Capital Budget	\$533m	\$666m	\$133m	25%

# GOVERNOR'S 2024 SUPPLEMENTAL BUDGET

## **Improve reliability of service delivery through workforce development**

- Add dispatch & vessel crew staff
- Expand AB to Mate development program
- Support Wiper to Oiler promotion program
- Expand MITAGS training scholarships
- Double capacity for external pilotage

## **Electrify ferries to support climate goals**

- Support to begin 5 new hybrid-electric ferries
- Convert 3 existing ferries to hybrid electric propulsion
- Build vessel charging infrastructure at terminals

## **Improve the resilience of ferry infrastructure**

- Vessel & Terminal preservation
- Emergency repairs

## **Build forward-thinking solutions**

- Continue operating the San Juan Island crew shuttle
- Maintain Kitsap Transit passenger-only ferry service
- Conduct study of passenger-only ferry service
- Conduct study of the next class of vessels

# Q&A

