



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

**WEDNESDAY, JULY 12, 2023**  
**CITY COUNCIL HYBRID STUDY SESSION AGENDA**  
**Starting at 5:00 PM in Council Conference Room 603**

*The Council Conference Room 603 will be open to the public to attend the Study Session in-person, but there will be no opportunities for input. However, public questions or comments may be submitted at any time to [City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us). Please remember that the content of the Agenda Bill items is subject to change; and no action at the Study Session is anticipated. If approved by the Council, these items will be placed on the **July 19, 2023** City Council Meeting Agenda, or as indicated...*

- *Members of the public may click the link below to join the webinar:  
<https://us02web.zoom.us/j/87318266756?pwd=ZWlMVnVYbFBHYjY5U1RJUmFreDFXUT09>*
- *Or One tap mobile:  
US: +12532050468,,87318266756#,,,,\*857582# or +12532158782,,87318266756#,,,,\*857582#*
- *Or Telephone: Dial (for higher quality, dial a number based on your current location): US: +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 6833*  
  
*Webinar ID: 873 1826 6756*  
*Passcode: 857582*

**A. INFORMATION-ONLY PRESENTATIONS**

1. Proposal to establish a Monument for USS Bremerton (SSN-698) and (CA-130)
2. Briefing on KEDA – One Kitsap Initiative
3. Warren Avenue Bridge Multimodal Improvements Project Alternatives Analysis

**B. BRIEFINGS ON AGENDA BILL ITEMS**

1. Professional Services Agreement with Mason, Bruce & Girard for Utility & Forest Land Comprehensive Plan Update
2. Ordinance to amend BMC Chapter 5.36 entitled “Special Events”
3. Agreement with Capital Heating & Cooling, Inc. for the Bremerton Library Building HVAC Systems Project
4. Professional Services Agreement with Kennedy Jenks for 2023 Wastewater Comprehensive Plan Update
5. Ordinance to amend Chapter 9.32 of the Bremerton Municipal Code entitled “Unauthorized Camping”
6. Resolution to repeal Resolution No. 3349; and adopt updated Council Rules & Procedures

**C. GENERAL COUNCIL BUSINESS**

1. Public Safety Committee Briefing (*Last Meeting 7/6/23*) – Chair Denise Frey
2. Regional and Other Committee/Board Briefings
3. Other General Council Business (*As necessary, and as time allows...*)

**D. ADJOURNMENT OF STUDY SESSION**



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

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

**A1**

---

**SUBJECT:** Proposal to establish a  
Monument for USS Bremerton (SSN-698)  
and (CA-130)

Study Session Date: July 12, 2023

**PRESENTERS:**

Former Commanding Officers of USS BREMERTON Charles Logan, Tom Zwolfer, and Alan Beam

**SUMMARY:**

A proposal to establish a Monument for USS Bremerton (SSN-698) and USS Bremerton (CA-130).

**HANDOUTS:** 1) Letter dated May 22, 2023; 2) Sail Donation Request Guidelines; and  
3) Presentation



**MAY 22, 2023**

**CITY OF BREMERTON MAYOR AND COUNCIL**

Norm Dicks Government Center, 345 6<sup>th</sup> St, Suite 100,  
Bremerton WA 98337

Dear Mayor Wheeler and Council Members,

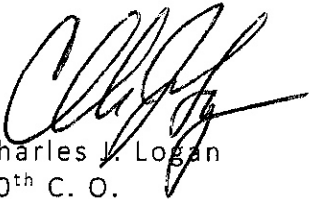
We are former Commanding Officers of submarine USS BREMERTON (SSN-698) and request to work with the City of Bremerton to establish a monument within the city at an appropriate park or other location. We believe a monument incorporating elements from both USS BREMERTON ships – SSN-698 and CA-130 – would be a meaningful way to capture a theme of over 100 years of partnership between the city and the U.S. Navy that has been essential to our national defense and remember the two ships named for the city. We further believe the monument would enhance the city's parks infrastructure and benefit all area residents.

The Bremerton Olympic Peninsula Council of the Navy League of the United States received a bequest from the late Dr. Byron Faber in part for the purpose of creating a monument to USS BREMERTON (SSN-698). Our intention is to solicit donations to add to these funds so that City funding would not be required to design, build, or maintain the monument.

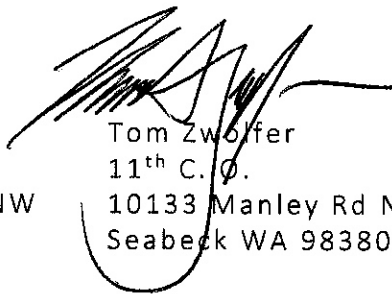
We understand the hull of the USS BREMERTON (SSN-698) will be processed for recycling and disposal by Puget Sound Naval Shipyard in the 2028 timeframe. We propose the concept and plans for the monument be developed and incorporated into the City's Parks Recreation and Open Space Plan to integrate the project into the City's priorities so that the monument could be built at that time.

We request the opportunity to brief you and obtain your support to move this project forward.

Sincerely,



Charles J. Logan  
10<sup>th</sup> C. O.  
5406 Rocky Point Road NW  
Bremerton WA 98312



Tom Zwolfer  
11<sup>th</sup> C. O.  
10133 Manley Rd NW  
Seabeck WA 98380



Alan Beam  
3<sup>rd</sup> C. O.  
2016 Enetai Beach Drive  
Bremerton WA 98310

# ***Sail Donation Request Guidelines***

## ***Introduction***

The Naval Sea Systems Command (NAVSEA) exercises program management responsibility for the inactivation and disposal of nuclear powered ships and submarines and serves as a primary point of contact for the donation of submarine historical artifacts.

This document outlines the steps generally used when a private entity requests a sail from a decommissioned submarine, and provides guidelines for how to acquire the donation. Title 10 U.S. Code Section 7545 provides authority.

## ***Background***

Navy ships are inactivated when their military capability does not justify the cost of continued operation, when necessary to comply with the treaty requirements that limit ballistic missile capabilities, or when the ships are no longer needed. When the decision is made to inactivate a nuclear powered ship, it must be defueled and appropriate action must be taken to dispose of the reactor plant and remainder of the ship.

Submarines are recycled at Puget Sound Naval Shipyard and Intermediate Maintenance Facility (PSNS&IMF) in Washington State. Removal of a submarine sail is not possible until after the boat is inactivated, and undergoes recycling at PSNS&IMF.

Submarines inactivated at shipyards other than PSNS&IMF must be prepared for tow and towed to PSNS&IMF for ultimate disposal. Upon arrival at PSNS&IMF, decommissioned submarines will be placed in long-term waterborne storage until their recycling availability is accomplished.

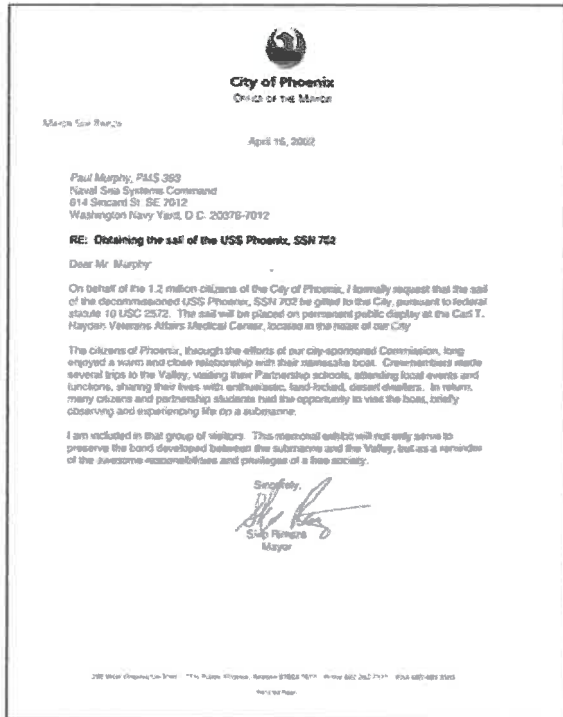
The shipyard will make minimal modifications to the sail for shipment. Once NAVSEA authorizes the request, the cost for shipping and any additional modifications will be the responsibility of the requestor. NAVSEA authorizes the requestor to negotiate and coordinate all shipping and handling costs with PSNS&IMF.

## ***Initial Request***

Examples of official correspondence between the City of Phoenix, Arizona and the Navy are shown in this guide. The City of Phoenix requested the sail of the USS PHOENIX (ex-SSN 702) so it could be placed on a permanent public display at the Carl T. Hayden Veterans Affairs Medical Center in the city.

## Private Sail Request Guidelines

A formal request is made to NAVSEA to acquire the sail of a specified decommissioned submarine. The letter states where and how the sail will be publicly displayed.

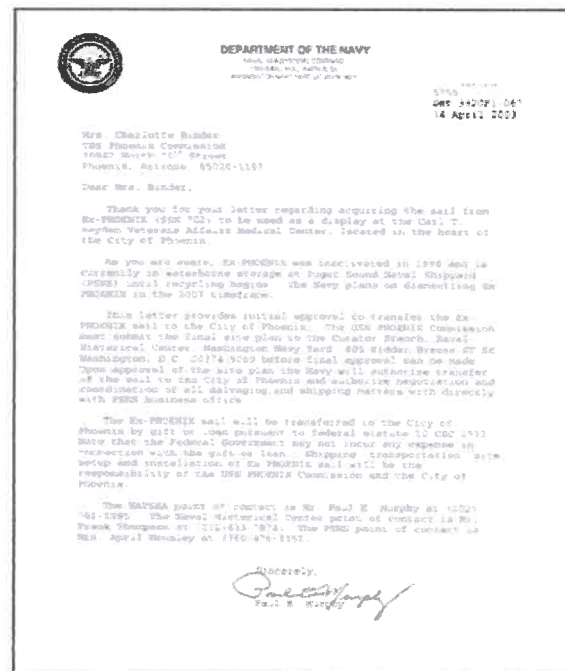


Initial request letter from the City of Phoenix

This letter from NAVSEA will also notify the Requestor that they must submit a final site plan to the Curator Branch, Naval History and Heritage Command, Washington Navy Yard, 805 Kidder Breese St. SE, Washington, DC 20374-5060 before final approval can be made and that upon approval of the site plan the Navy will authorize transfer of the sail to the Requestor and authorize negotiation and coordination of all salvaging and shipping matters directly with the PSNS&IMF business office.

## NAVSEA Response to Initial Request

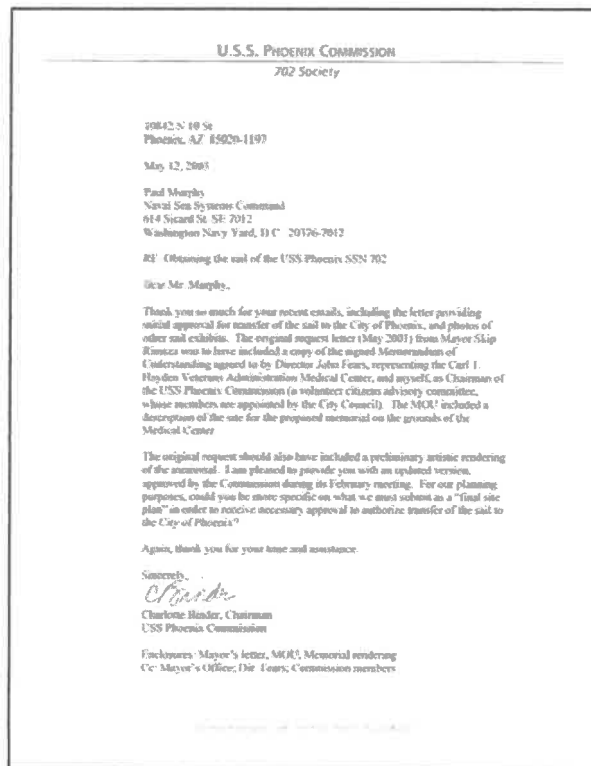
This provides initial approval to transfer the sail to the Requestor. Title 10 U.S. Code Section 7545 authorizes the Navy to donate obsolete or condemned material from ships to eligible organizations for static display as a way of preserving histories, provided there is not cost to the government. Under this provision, all costs associated with a ship's preparation for display, towing, environmental and safety regulation compliance, mooring and maintenance must be borne by the group receiving the donation.



NAVSEA response letter to initial request

## ***Requestor Response to NAVSEA with Site Plan***

In order to begin the actual donation process, the Requestor should provide a letter of intent to NAVSEA. The letter of intent will need to include plans for the placement and the display of the sail. Although preliminary plans are adequate for the letter of intent, final site plans must be provided by Requestor and be approved by the Naval Historical Center prior to NAVSEA authorizing the donation.



**Requestor response letter to NAVSEA**



Artist rendering of the USS PHOENIX (SSN 702) memorial

***NAVSEA Response to Requestor Site Plan***

Once NAVSEA has accepted the final site plan and letter of intent, the sail will be transferred to the Requestor by gift or loan pursuant to federal statute 10 USC 7545. This statute grants the Navy limited authority to transfer certain historical items, such as submarine sails, for use in a public display. Note that under 10 USC 7545, the Federal Government may not incur any expense in connection with the gift or loan. All costs incurred for shipping, transportation, site setup and installation of the sail will be the responsibility of the Requestor.

Upon receipt of the letter of intent and determination of the recycling availability schedule, NAVSEA will authorize the Requestor to negotiate shipping and handling of the sail with PSNS&IMF.

Average cost for shipping and handling of a submarine sail is \$75,000.

## ***Shipping requirements***

### **Physical Description of SSN 688 Class Sail**

- Length: 26 feet 3 inches
- Height: 17 feet
- Width:
  - 5 feet 5 inches (excluding fairwater planes)
  - 30 feet (including fairwater planes)
- Weight: 120,000 pounds (approximate)

### **Modifications Made for Shipping**

- Cut into 3 pieces to allow transportation by lowboy trailers and easy reassembly
  - Minimizes shipping costs
  - Meet transportation weight and size restrictions imposed by states and the Federal government
- Two pieces are 26 feet by 10 feet by 6 feet (50,000 lbs. and 42,000 lbs.)
- The third piece is 28' X 11' X 2' (28,000 lbs.)

## ***Examples of Memorials Made from Ship Sails***



**USS WOODROW WILSON (SSBN 624)  
Deterrent Park Bangor Submarine Base, Silverdale, Washington**



**USS GEORGE BANCROFT (SSBN 643)**  
**Submarine Base, Kings Bay, Georgia**



**FIN Park**  
**Sandy Point Way, Seattle, Washington**

# 10 U.S. Code § 2572 - Documents, historical artifacts, and condemned or obsolete combat materiel: loan, gift, or exchange

(a) The Secretary concerned may lend or give items described in subsection (c) that are not needed by the military department concerned (or by the Coast Guard, in the case of the Secretary of Homeland Security), to any of the following:

- (1) A municipal corporation, county, or other political subdivision of a State.
- (2) A servicemen's monument association.
- (3) A museum, historical society, or historical institution of a State or a foreign nation or a nonprofit military aviation heritage foundation or association incorporated in a State.
- (4) An incorporated museum or memorial that is operated and maintained for educational purposes only and the charter of which denies it the right to operate for profit.
- (5) A post of the Veterans of Foreign Wars of the United States or of the American Legion or a unit of any other recognized war veterans' association.
- (6) A local or national unit of any war veterans' association of a foreign nation which is recognized by the national government of that nation (or by the government of one of the principal political subdivisions of that nation).
- (7) A post of the Sons of Veterans Reserve.

(b)

(1) Subject to paragraph (2), the Secretary concerned may exchange items described in subsection (c) that are not needed by the armed forces for any of the following items or services if such items or services directly benefit the historical collection of the armed forces:

- (A) Similar items held by any individual, organization, institution, agency, or nation.
- (B) Conservation supplies, equipment, facilities, or systems.
- (C) Search, salvage, or transportation services.
- (D) Restoration, conservation, or preservation services.



(E) Educational programs.

(2) The Secretary concerned may not make an exchange under paragraph (1) unless the monetary value of property transferred, or services provided, to the United States under the exchange is not less than the value of the property transferred by the United States. The Secretary concerned may waive the limitation in the preceding sentence in the case of an exchange of property for property in any case in which the Secretary determines that the item to be received by the United States in the exchange will significantly enhance the historical collection of the property administered by the Secretary.

(c) This section applies to the following types of property held by a military department or the Coast Guard: books, manuscripts, works of art, historical artifacts, drawings, plans, models, and condemned or obsolete combat materiel.

(d)

(1) A loan or gift made under this section shall be subject to regulations prescribed by the Secretary concerned and to regulations under section 121 of title 40. The Secretary concerned shall ensure that an item authorized to be donated under this section is demilitarized in the interest of public safety, as determined necessary by the Secretary or the Secretary's delegee.

(2)

(A) Except as provided in subparagraph (B), the United States may not incur any expense in connection with a loan or gift under subsection (a), including any expense associated with demilitarizing an item under paragraph (1), for which the recipient of the item shall be responsible.

(B) The Secretary concerned may, without cost to the recipient, demilitarize, prepare, and transport in the continental United States for donation to a recognized war veterans' association an item authorized to be donated under this section if the Secretary determines the demilitarization, preparation, and transportation can be accomplished as a training mission without additional budgetary requirements for the unit involved.

(e)

(1) Except as provided in paragraph (3), and notwithstanding this section or any other provision of law, the President may not transfer a veterans memorial object to a foreign country or an entity controlled by a foreign government, or otherwise transfer or convey such an object to any person or entity for purposes of the ultimate transfer or conveyance of the object to a foreign country or entity controlled by a foreign government.

(2) In this subsection:

(A) The term "entity controlled by a foreign government" has the meaning given that term in section 2536 (c)(1) of this title.

(B) The term “veterans memorial object” means any object, including a physical structure or portion thereof, that—

(i) is located at a cemetery of the National Cemetery System, war memorial, or military installation in the United States;

(ii) is dedicated to, or otherwise memorializes, the death in combat or combat-related duties of members of the armed forces; and

(iii) was brought to the United States from abroad as a memorial of combat abroad.

(3) The prohibition imposed by paragraph (1) does not apply to a transfer of a veterans memorial object if—

(A) the transfer of that veterans memorial object is specifically authorized by law; or

(B) the transfer is made after September 30, 2017.

Although 10 USC 2572 can be used to donate material from a submarine, the statute that we now cite when transferring a submarine sail is 10 USC 7545, which has been amended to include subsection (f) that specifically addresses portions of hull or superstructure.

§ 7545. Obsolete material and articles of historical interest: loan or gift  
(a) Authority To Make Loans and Gifts.— The Secretary of the Navy may lend or give, without expense to the United States, items described in subsection (b) that are not needed by the Department of the Navy to any of the following:

(1) A State, Commonwealth, or possession of the United States, or political subdivision or municipal corporation thereof.

(2) The District of Columbia.

(3) A library.

(4) A historical society.

(5) An educational institution whose graduates or students fought in a foreign war.

(6) A servicemen's monument association.

(7) A State museum.

(8) A museum or memorial operated and maintained for educational purposes only, whose charter denies it the right to operate for profit.

(9) A post of the Veterans of Foreign Wars of the United States.

(10) A post of the American Legion.

(11) Any other recognized war veterans' association.

(12) A post of the Sons of Veterans Reserve.

(b) Items Eligible for Disposal.— This section applies to the following types of property held by the Department of the Navy:

(1) Captured, condemned, or obsolete ordnance material.

(2) Captured, condemned, or obsolete combat or shipboard material.

(c) Regulations.— A loan or gift made under this section shall be subject to regulations prescribed by the Secretary and to regulations under section 121 of title 40.

(d) Maintenance of the Records of the Government.— Records of the Government as defined in section 3301 of title 44 may not be disposed of under this section.

(e) Alternative Authorities To Make Gifts or Loans.— If any disposition is authorized by this section and section 2572 of this title, the Secretary may make the gift or loan under either section.

(f) Authority To Transfer a Portion of a Vessel.— The Secretary may lend, give, or otherwise transfer any portion of the hull or superstructure of a vessel stricken from the Naval Vessel Register and designated for scrapping to a qualified organization specified in subsection (a). The terms and conditions of an agreement for the transfer of a portion of a vessel under this section shall include a requirement that the transferee will maintain the material conveyed in a condition that will not diminish the historical value of the material or bring discredit upon the Navy.

## § 7306b. Vessels stricken from Naval Vessel Register: transfer by gift or otherwise for use as artificial reefs

**(a) Authority To Make Transfer.**— The Secretary of the Navy may transfer, by gift or otherwise, any vessel stricken from the Naval Vessel Register to any State, Commonwealth, or possession of the United States, or any municipal corporation or political subdivision thereof, for use as provided in subsection (b).

**(b) Vessel To Be Used as Artificial Reef.**— An agreement for the transfer of a vessel under subsection (a) shall require that—

**(1)** the recipient use, site, construct, monitor, and manage the vessel only as an artificial reef in accordance with the requirements of the National Fishing Enhancement Act of 1984 (33 U.S.C. 2101 et seq.), except that the recipient may use the artificial reef to enhance diving opportunities if that use does not have an adverse effect on fishery resources (as that term is defined in section 3(14) of the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1802 (14))); and

**(2)** the recipient obtain, and bear all responsibility for complying with, applicable Federal, State, interstate, and local permits for using, siting, constructing, monitoring, and managing the vessel as an artificial reef.

**(c) Preparation of Vessel for Use as Artificial Reef.**— The Secretary shall ensure that the preparation of a vessel transferred under subsection (a) for use as an artificial reef is conducted in accordance with—

**(1)** the environmental best management practices developed pursuant to section 3504(b) of the Bob Stump National Defense Authorization Act for Fiscal Year 2003 (Public Law 107-314; 16 U.S.C. 1220 note ); and

**(2)** any applicable environmental laws.

**(d) Cost Sharing.**— The Secretary may share with the recipient of a vessel transferred under subsection (a) any costs associated with transferring the vessel under that subsection, including costs of the preparation of the vessel under subsection (c).

**(e) No Limitation on Number of Vessels Transferable to Particular Recipient.**— A State, Commonwealth, or possession of the United States, or any municipal corporation or political subdivision thereof, may be the recipient of more than one vessel transferred under subsection (a).

**(f) Additional Terms and Conditions.**— The Secretary may require such additional terms and conditions in connection with a transfer authorized by subsection (a) as the Secretary considers appropriate.

**(g) Construction.**— Nothing in this section shall be construed to establish a preference for the use as artificial reefs of vessels stricken from the Naval Vessel Register in lieu of other authorized uses of such vessels, including the domestic scrapping of such vessels, or other disposals of such vessels, under this chapter or other applicable authority.

# USS BREMERTON MONUMENT

---

BRIEF TO THE CITY COUNCIL AND MAYOR

12 JULY 2023

# USS BREMERTON MONUMENT IN BREMERTON

---

- Who: Bremerton citizens.
- What: A monument placing USS BREMERTON in context within its namesake city and the country it served as a point of pride for all its citizens.
- Why: The city that has been integral to the country's defense and the mission of its Navy should should celebrate this aspect of its history.
- Where: A public space within the city that is visible and accessible
- When: Constructed in the 2028 timeframe when the hull of the submarine is recycled



# SSN 698 HISTORY

---



- Authorized: 24 January 1972
- Keel laid: 8 May 1976 at Electric Boat Shipyard in Groton, CT
- Launched: 22 July 1978  
sponsored by Mrs. Helen Jackson
- Commissioned: 28 March 1981  
CDR Tom Anderson in command
- Decommissioned: 21 May 2021
- Hull at PSNS awaiting recycling

# PROGRESS AND PLANS TO DATE

---

- Committee formed
- \$20,000 donation provided to Bremerton Navy League towards memorializing USS BREMERTON
- Fundraising through Bremerton Navy League of the U.S. 501(C)3 non-profit planned
- Designer onboard
- Principle that the monument will help the city realize priorities for the location chosen:
  - Public space readily available to the general public
  - Highly visible location in appropriate setting
  - Location that is relatively easy to move the components to



# REQUESTS TO THE CITY

---

- Approve planning for the monument – add to PROS Plan
- Assign a person to work with us in planning and execution of the monument
- Work with us to obtain Navy approval to transfer components to city custody
- Help us create and execute a concept that will be meaningful to our citizens for decades to come

**SUBJECT:**  
Briefing on KEDA – One Kitsap Initiative

**Study Session Date:** July 12, 2023

**PRESENTERS:** KEDA Executive Director Joe Morrison; and Al Doeve, NCDS Sr. Project Executive

**SUMMARY:**

**PROPOSED FIVE YEAR STRATEGIC PLAN-**

This “summary draft” is National Community Development Services’ attempt to capture key strategic, programmatic, and organizational direction provided by stakeholders during our confidential interview process in 2022 and from the “input” sessions facilitated during January 2023. This One Kitsap summary reflects what those stakeholders want from Kitsap County’s lead economic development organization and what they will support with additional financial resources. The immediate next step is creation of the more comprehensive “case for support” that will serve as the source document for One Kitsap collateral to serve as a call to action for funding and executing this plan to ensure Kitsap’s future growth and prosperity and to elevate KEDA’s capacity for delivering tangible impacts and outcomes.

**WHAT IS ONE KITSAP?**

- A five-year strategic economic development initiative
- Public/Private Partnership
- Intentional
- Aligned with Kitsap’s economic development needs and opportunities
- Key characteristics:
  - Results-oriented
  - Long-term thinking with near-term and ongoing execution
  - Accountable to public and private stakeholders
  - Goals rooted in economic vitality, prosperity and sustainability: Jobs, Incomes and GDP
  - Collaborative with relevant agencies, organizations, institutions, and comprehensive plans

**HANDOUTS:**

- 1) Strategic Plan
- 2) Infographic
- 3) Economic Impact Analysis 2024 to 2028

*This “summary draft” captures key strategic, programmatic, and organizational direction provided by stakeholders during our confidential interview process in 2022 and from the “input” sessions facilitated during January 2023. This One Kitsap summary reflects what those stakeholders want from Kitsap County’s lead economic development organization and what they will support with additional financial resources.*

*The immediate next step is creation of the more comprehensive “case for support” that will serve as the source document for One Kitsap collateral to serve as a call to action for funding and executing this plan to ensure Kitsap’s future growth and prosperity and to elevate KEDA’s capacity for delivering tangible impacts and outcomes.*

## What is One Kitsap?

- A five-year strategic economic development initiative
- Public/Private Partnership
- Intentional
- Aligned with Kitsap’s economic development needs and opportunities
- Key characteristics:
  - Results-oriented
  - Long-term thinking with near-term and ongoing execution
  - Accountable to public and private stakeholders
  - Goals rooted in economic vitality, prosperity, and sustainability: Jobs, Incomes and GDP
  - Collaborative with relevant agencies, organizations, institutions, and comprehensive plans

## Who?

### Why do we need it and why now?

*Economic growth that does not jeopardize Kitsap’s beauty, quality of place, and quality of life will require intentionality, leadership, and capacity.*

- **Led by a re-focused, re-energized KEDA**
  - Targeted economic development orientation based on studies, analyses and plans
  - More private sector influence and direction
  - Focus and resources directed by strategic plan
  - Investor-led and directed
  
- **Partners & collaborators**
  - Private employers
  - County, municipalities, neighboring counties
  - Tribal Nations
  - Education (Olympic College campuses, university partners, K-12 system/districts, trade and technical schools)
  - Ports (Bremerton, etc) and other industrial parks
  - Real estate: Developers, builders, associations
  - Chambers of Commerce
  - Community nonprofits

## Additional Notes About One Kitsap:

- Funded and delivered as a five-year initiative, but also intended to establish capacity for KEDA to deliver solutions, impact, and value for many years in the future. The first few years will focus on building new organizational capacity.
- Stakeholders, investors, and community leaders will be deployed through ad hoc and committee tasks as needed to supplement KEDA staff capacity and advance the collective agenda effectively.
- KEDA staff will be encouraged to pursue appropriate professional development opportunities.
- Implementation of One Kitsap requires investments in research capabilities and data acquisition & analysis. Research will include identification of best practices in other communities that can be emulated in Kitsap.

## Five-Year Goals & Outcomes:

- Increase overall industrial and commercial inventory (**25 acres**), **2,500** direct (total 3,974) **new jobs**, **decreased vacancy rate** at major employers by **25%** from 2022 year-end highs, **3%** increase in Kitsap County **GDP**.
- Forecasted **\$838M** in new county output, **\$249M** in new consumer spending, **\$28M** in new local and state taxes with return on investment for ONE Kitsap public and private investors.

**5-YEAR STRATEGIES:**

- Business Retention & Expansion
  - Workforce & Talent
- New Business Development
- Entrepreneurship & Innovation
  - Advocacy
  - Research & Analysis

**GOALS & OUTCOMES BY 2028**

- 2500 Direct new jobs
- New industrial/commercial real estate inventory
- Decrease job vacancies at major employers by 25%
- 5% increase in Kitsap GDP

**ECONOMIC IMPACT**

**3,974 TOTAL NEW JOBS**

Direct: 2500  
Indirect: 735  
Induced: 739

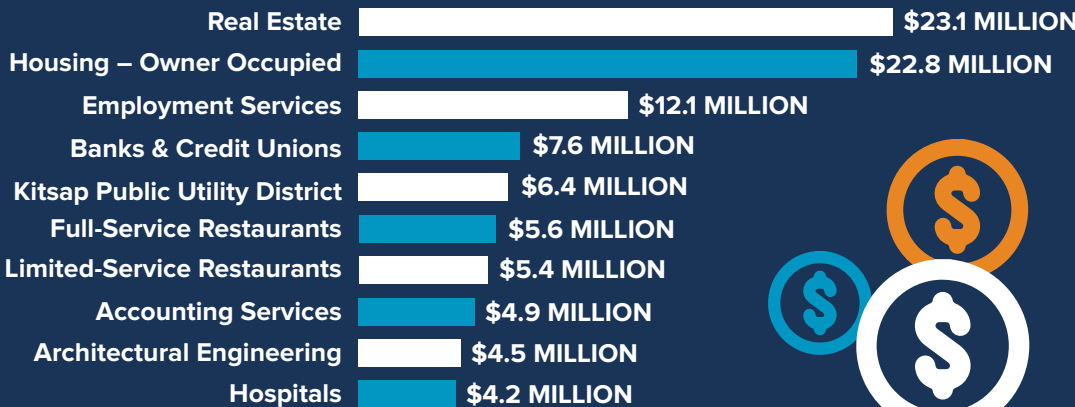
**NEW PERSONAL INCOME**

**\$303,259,041**  
(Annually by 2028)

**NEW BUSINESS OUTPUT**

**\$838,110,242**  
(Annually by 2028)

**NEW ANNUAL BUSINESS OUTPUT BY 2028**



**ANNUAL TAX REVENUE INCREASES**

**\$3,419,481**  
Kitsap County

**\$2,225,152**  
Kitsap County Municipalities

**\$5,812,156**  
Special Tax Districts (e.g. schools)

**\$17,196,057**  
State of Washington

**PROJECTED ROI**

**PRIVATE SECTOR**

**\$40.07**  
for every \$1 invested

Based on \$1,625,000 investment from private sector and 7.77% avg. profit on \$838.1 million in new business output

**KITSAP COUNTY**

**\$6.21**  
for every \$1 invested

Based on \$3.4 million in new annual tax revenues and a five-year investment of \$550,000

**KITSAP COUNTY MUNICIPALITIES**

**\$2.07**  
for every \$1 invested

Based on \$2.2 million in new annual tax revenues and five-year investments of \$1,075,000

**5-YEAR STRATEGIES:**

- Business Retention & Expansion
  - Workforce & Talent
- New Business Development
- Entrepreneurship & Innovation
  - Advocacy
  - Research & Analysis

**GOALS & OUTCOMES BY 2028**

- 2500 Direct new jobs
- New industrial/commercial real estate inventory
- Decrease job vacancies at major employers by 25%
- 5% increase in Kitsap GDP

**ECONOMIC IMPACT**

**3,974 TOTAL NEW JOBS**

Direct: 2500  
Indirect: 735  
Induced: 739

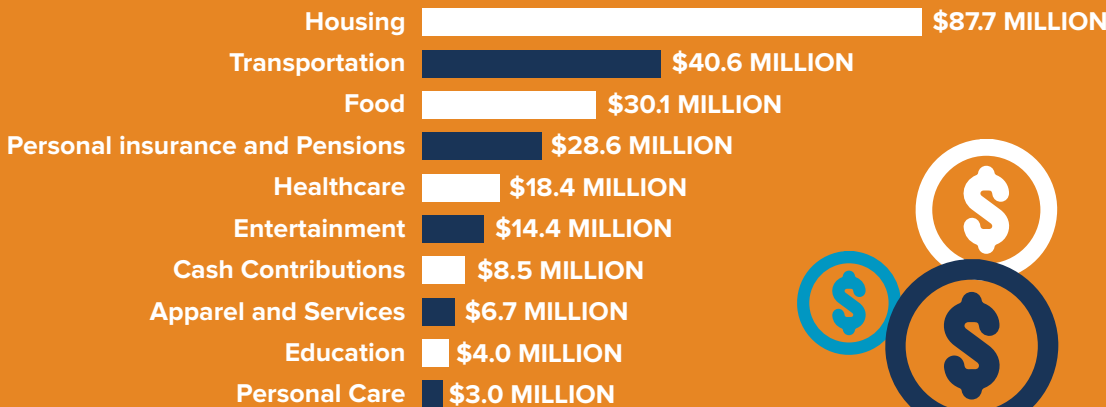
**NEW PERSONAL INCOME**

**\$303,259,041**  
(Annually by 2028)

**NEW BUSINESS OUTPUT**

**\$838,110,242**  
(Annually by 2028)

**NEW ANNUAL CONSUMER SPENDING BY 2028**



**ANNUAL TAX REVENUE INCREASES**

**\$3,419,481**  
Kitsap County

**\$2,225,152**  
Kitsap County Municipalities

**\$5,812,156**  
Special Tax Districts  
(e.g. schools)

**\$17,196,057**  
State of Washington

**PROJECTED ROI**

**PRIVATE SECTOR**  
**\$40.07**  
for every \$1 invested  
Based on \$1,625,000 investment from private sector and 7.77% avg. profit on \$838.1 million in new business output

**KITSAP COUNTY**  
**\$6.21**  
for every \$1 invested  
Based on \$3.4 million in new annual tax revenues and a five-year investment of \$550,000

**KITSAP COUNTY MUNICIPALITIES**  
**\$2.07**  
for every \$1 invested  
Based on \$2.2 million in new annual tax revenues and five-year investments of \$1,075,000



# **Economic Impact Analysis Returns on Investment 2024 - 2028**

**May 7, 2023**

**Prepared by:**



*The research and analysis division of NCDS Inc.  
12460 Crabapple Rd., Suite 202-638, Alpharetta, GA 30004  
517 449.0900 \* [www.ncdsinc.net](http://www.ncdsinc.net)*

# Contents

<b>Introduction</b> .....	3
<b>Executive Summary</b> .....	4
<b>Economic Impact Analysis</b> .....	5
A.    Kitsap County and the Metropolitan Area.....	5
B.    The Input/Output Model.....	7
C.    Planning for Success.....	9
D.    Economic Impact of Jobs.....	10
E.    Spending & Saving From Jobs.....	12
F.    Output by Sector.....	13
G.    Tax Impacts.....	14
<b>Returns on Investment</b> .....	16
<b>Appendix I</b> Target Industries & Job Goals.....	19
<b>Appendix II</b> Major Employers & Industry.....	21
<b>Appendix III</b> Spending Patterns by Category.....	23
<b>Appendix IV</b> Output by Sector.....	25
<b>Appendix V</b> NCDS and the Economic Strategy Center.....	31

*Notice: IMPLAN® and Other 2021 Data*

*2021 data from IMPLAN® is now available and used in this analysis. It is the latest data available because data collecting agencies, like the US Census, publish data that lag the calendar by one year. COVID-19 affected 2020 and 2021 data, and while many, including NCDS, used 2019 data instead of 2020, the new 2021 data should be used because it captures trade flows for a “new normal” economy, and includes other important: updates, estimates, and adjustments. During 2020 COVID-19 changed: income data, commuting patterns, rents, travel, entertainment, personal services and more. While some spending fell; home building, groceries and non-store retail spending went up. International trade in exports and imports fell and the savings rate went way up. Now, many of these changes have reversed, but some are being accepted as a “new normal”. Non-store retailing is a great example of big increases due to COVID-19 that appear to be continuing as a “new normal”.*



# Introduction

This analysis computes the impacts of the Kitsap Economic Development Alliance’s new ONEkitsap strategic plan to create and retain 2,500 jobs during the next 5 years. ONEkitsap is a public/private partnership that will take on a number of economic and community development initiatives from 2024 through 2028. The plan includes marketing and recruiting, directed at 5 target industries that can benefit from Kitsap County’s advantages for companies in these industries.

Economic impacts were computed by an Input/Output, I/O model created for Kitsap County. The model is based on data from IMPLAN®, the most widely used system in the USA to compute impacts. The model is based on 2021 data (see notice on “Contents” page). IMPLAN® data has 546 possible sectors. The model created for Kitsap County has 279 sectors. After entering jobs by sector as inputs, 262 sectors were impacted. Data in this analysis was updated to latest available.

Economic impacts include “direct, indirect, and induced” impacts. The “direct” impact is the jobs created, or retained. “Indirect” impacts come from the purchase of goods and services, business-to-business. As all those impacted from new and retained jobs spend their earnings, there are more “induced” impacts.

Economic impacts are measured by: jobs, income, value added, and output (total business activity). Impacts also include; spending, savings, taxes, and return on investment for both public and private investors. **Table 1** summarizes projected total economic impacts in 2023 dollars from ONEkitsap projects that will create and retain jobs.

**Table 1: ONEkitsap  
Total Economic Impact**

Impact Measure	Total Impact
Jobs	3,974
Income	\$303,259,041
Value Added	\$468,172,964
Output	\$838,110,242
Disposable Income	\$258,679,962
Consumer Spending	\$249,108,803
Savings Deposit Potential	\$9,571,159
Kitsap County Tax Revenue	\$3,419,481
Kitsap County - Municipalities Tax Revenue	\$2,225,152
Kitsap County - Special Taxing Districts Tax Revenue	\$5,812,156
State of Washington Tax Revenue	\$17,196,057
Kitsap County Return on Investment ROI	\$6.01 : \$1.00
Kitsap County Municipalities ROI	\$2.11: \$1.00
Private Sector ROI	\$40.07 : \$1.00

Source: NCDS, Economic Stratey Center I/O model for Kitsap County, Washington.

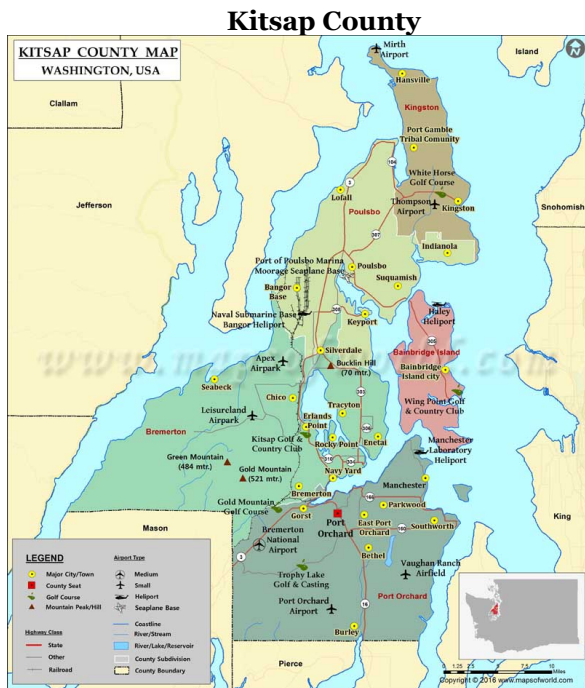
## Executive Summary

- Returns on investments in ONEkitsap will be very positive. In 2023 dollars, 5 years of steady growth in jobs will return \$40.07 to the business community in average corporate profits for every \$1.00 invested. For every \$1.00 invested by Kitsap County, \$6.01 will be returned in the form of new tax revenue, and Kitsap County municipalities will receive \$2.11 for every \$1.00 invested.
- In 2023 dollars, Kitsap County will receive \$3,419,481 in taxes, while its' municipalities will receive \$2,225,152. Special tax districts will receive \$5,812,156. While Kitsap County and its' taxing units will receive a total of \$11,456,789 in taxes, the federal government will receive the most, with \$61,151,207 in taxes primarily from social security and income taxes.
- Kitsap County plays a significant role in the “South Sound” economy which is part of the Seattle-Tacoma-Bremerton Combined Statistical Area. Kitsap and the three adjacent counties of Pierce, Thurston and Mason define the “South Sound economy. Kitsap has 17.7% of the South Sound population and 14.7% of this region’s employment. While direct impacts from jobs and spending will occur in Kitsap County, these direct impacts will create indirect and induced impacts in Pierce, Thurston, and Mason counties. The South Sound area is unique when considering impacts because ferry service to; King, Snohomish and Island Counties, allows some small amounts of indirect and induced impacts to occur in these “non-adjacent” counties.
- The ripple effect of new jobs is computed based on multipliers. These multipliers show the impact of sales, income, spending and saving, which in turn increase the employment and earnings of other business sectors. The goal of 2,500 direct jobs will create income of \$223.0 million, value added of \$326.7 million and new output of \$589.0 million. These are the initial and “direct” impacts. Then as indirect impacts accumulate through business-to-business purchasing, and all those affected spend new income (induced impacts), the initial impacts will multiply to create; 3,974 jobs, a multiplier of 1.59 and \$303.3 million of income, a multiplier of 1.36. Value added will multiply by 1.43 to total \$468.2 million, and output (total business) by 1.42 to total \$838.1 million.
- Total income of \$303,259,041 from jobs will create disposable income, spending and savings. In 2023 dollars, total income after taxes will create disposable income of \$258,679,962. Disposable income will create \$249,108,803 in consumer spending and \$9,571,159 in savings deposit potential.
- The projected impact of jobs will increase consumer expenditures in the Kitsap County area, a benefit to all businesses. Housing with \$87.7 million in spending leads the list of 10 major spending categories, followed by transportation and food. Personal insurance and pensions, health care, entertainment, and cash contributions are in the middle. Apparel and services, education and personal care complete the list of spending categories.
- ONEKitsap projects will create \$838,110,242 in total output, which is “business activity”. Real estate, with \$23.1 million in new output leads the list of the “Top 10” sectors with new output, followed by owner-occupied housing, with \$22.8 million in new output. Employment services, banks and credit unions, and the Kitsap Public Utility District (drinking water, wastewater, and fiber internet) round out the top 5. Full-service restaurants rank 6<sup>th</sup> in total output, followed by limited-service restaurants (fast food), accounting services, and architectural and engineering services. Hospitals round out the “Top 10”. See **Appendix IV** for a complete list.

# Economic Impact Analysis

## A. Kitsap County and the Metropolitan Area

The Kitsap Economic Development Alliance is launching “ONEkitsap”, a five-year strategic economic development initiative. It is a public/private partnership that includes: private employers, the county and its’ municipalities, neighboring counties, Tribal Nations, Olympic College campuses, university partners, the K-12 system, Port of Bremerton, industrial parks, developers, builders, Chambers of Commerce, and Community nonprofits. This Economic Impact Analysis computes the projected impacts of ONEkitsap.



Kitsap County has a population of 277,673 as of 2022. Its’ county seat is Port Orchard, and its’ largest city is Bremerton. Kitsap residents and visitors enjoy 234 miles of scenic saltwater coastline, a diverse set of communities, access to transportation, and a county-wide, high-speed fiber optic network.

The United States Navy is by far the largest employer in the county with 36,978 civilian, active duty and contract employees. Installations are Puget Sound Naval Shipyard, Naval Undersea Warfare Center Keyport, and Naval Base Kitsap.

Naval Base Kitsap



Kitsap County is connected to the eastern shore of Puget Sound by Washington State Ferry routes and Kitsap Transit.

Kitsap Ferry

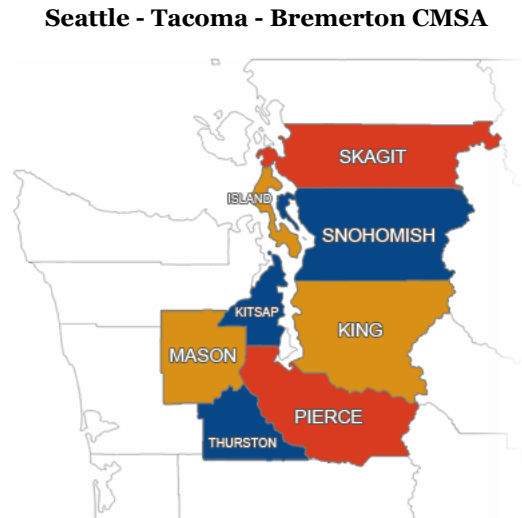


Employment increases in Kitsap County are the direct impacts that generate additional indirect (business to business) and induced employment, income and business activity. A central question is, *where will these impacts occur?* Neighboring counties will receive some indirect and induced impacts, and demographics are good indicators of how impacts will be distributed.

Seattle and King County is the population and commercial center of the 3-county Seattle-Tacoma-Bellevue MSA which, in addition to King County, includes the adjacent counties of Snohomish and Pierce. This MSA is part of a larger CMSA (see map on right).

Kitsap County plays a significant role in the “South Sound” economy. Based on commuting patterns, the metropolitan areas of Olympia, Bremerton and Mount Vernon, along with a few smaller urban areas are grouped together in a wider labor market region known as the Seattle-Tacoma-Bremerton Combined Statistical Area, which adds the Counties of: Pierce, Thurston, Mason, Kitsap and Skagit (see map).

Kitsap and the three adjacent counties of Pierce, Thurston and Mason define the “South Sound economy (see **Table 2**).



**Table 2: South Sound Area Counties  
Population & Employment**

County	Population Estimates July 1, 2022	% of Population	Employment 2020	% of Employment
<b>Kitsap</b>	<b>277,673</b>	<b>17.7%</b>	<b>63,101</b>	<b>14.7%</b>
Mason	68,166	4.3%	9,589	2.2%
Pierce	927,380	59.0%	279,552	65.2%
Thurston	298,758	19.0%	76,890	17.9%
<b>Total</b>	<b>1,571,977</b>	<b>100.0%</b>	<b>429,132</b>	<b>100.0%</b>

Source: U.S. Census. Employment in 2020 does not include proprietors and partners of unincorporated businesses.

Concentrations of employment define commercial centers where there is relatively more consumer spending. Pierce County, including Tacoma, is the employment center of the South Sound with 59.0% of the population, and has an even greater share of employment which is 65.2% of the total. But, Kitsap has 17.7% of the South Sound population and 14.7% of this region’s employment.

While direct impacts from jobs and spending will occur in Kitsap County, these direct impacts will create indirect and induced impacts in Pierce, Thurston, and Mason counties.

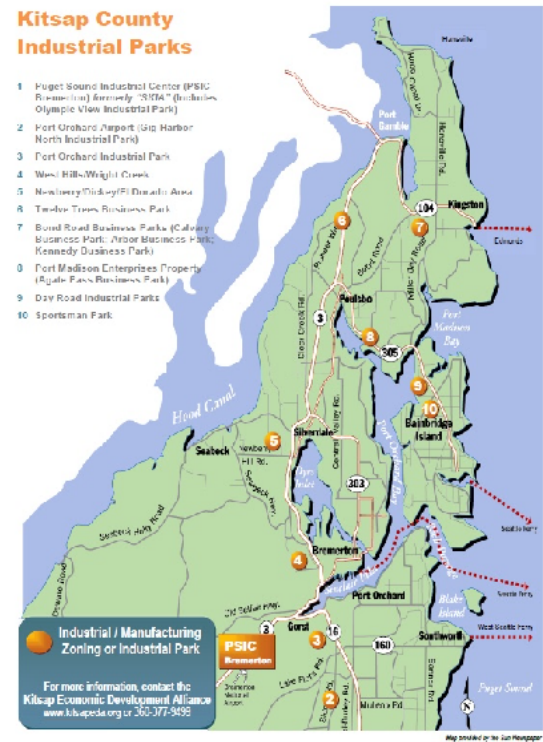
The South Sound area is unique when considering impacts because ferry service to; King, Snohomish and Island Counties, allows for some indirect and induced impacts to occur in these “non-adjacent” counties.

Within Kitsap County, indirect and induced impacts will tend to be clustered in the County’s four cities: Bainbridge Island, Bremerton, Port Orchard, and Poulsbo. **Table 3** shows how these four cities rank by population and retail sales.

The City of Bremerton is a major commercial center that ranks 1<sup>st</sup> in both population and retail sales among the four cities. Bainbridge Island ranks 2<sup>nd</sup> in Population but 4<sup>th</sup> in retail sales, so this City is more residential than commercial. The City of Port Orchard, the County Seat, ranks 2<sup>nd</sup> in retail sales, but 3<sup>rd</sup> in population, so this city is relatively more commercial than residential. Finally, the City of Poulsbo also has relatively more commercial activity and ranks 3<sup>rd</sup> in retail sales. Poulsbo ranks 4<sup>th</sup> in population.

Other significant municipalities that are not cities include: Gorst, Kingston, Seabeck, Southworth, and Silverdale. These municipalities and the four cities are shown on the map to the right.

While indirect and induced impacts tend to occur in commercial areas, direct impacts from jobs are more likely to occur in one of the County’s ten industrial parks. These industrial parks are also shown on the map to the right.



**Table 3: Kitsap County Cities Population & Employment**

City	Population Estimates July 1, 2021	Rank by Population	Retail Sales 2017 (\$1,000)	Rank by Retail Sales
Bainbridge Island*	24,546	2	\$193,870	4
<b>Bremerton*</b>	<b>44,122</b>	<b>1</b>	<b>\$832,068</b>	<b>1</b>
Port Orchard* (County Seat)	15,979	3	\$557,967	2
Poulsbo*	11,891	4	\$378,834	3

Source: U.S. Census.

**B. The Input/Output Model**

This analysis quantifies the projected economic impacts of ONEkitsap. Work by the Kitsap Economic Development Alliance helps companies create and retain jobs. Employment increases in certain sectors are the direct impacts (inputs) that generate additional indirect and induced employment, income and output (business activity) in many other sectors.



An Input/Output model was created for Kitsap County that computes sector-to-sector trade flows. Socio-economic data was assembled to create the “*Kitsap County Input/Output Model*”, in other words, the “Input/Output” or I/O model summarized in **Table 4**. The model in **Table 4** is based on 2021 data for IMPLAN® released in December 2022. IMPLAN® is the most widely used system to compute impacts.

IMPLAN® is the most popular system to compute impacts because it has major advantages over the other two economic impact models, RIMS II and REMI. Compared to IMPLAN®, REMI is expensive and too complex for many applications, because it adds econometric modeling techniques and forecasting to basic Input/Output models. RIMS II compared to IMPLAN®, also has several disadvantages. RIMS II does not show a breakdown of impacts by industry, and it does not include information needed to estimate tax impacts on; counties, municipalities, special tax districts, or state and federal government. In addition, RIMS II does not allow for multi-regional modeling.

This analysis incorporates revisions of IMPLAN® to increase industry details and incorporate newly released data. It also incorporates revisions to the National Income and Product Accounts, and new data from the Census Bureau. The IMPLAN® system has 546 sectors.

**Table 4: Kitsap County Input/Output Model  
- Data Summary -**

<b>Model Year<sup>1</sup></b>	<b>2021</b>
<b>Gross Regional Product<sup>2</sup></b>	<b>\$14,181,827,964</b>
<b>Total Output<sup>3</sup></b>	<b>\$20,931,424,165</b>
<b>Total Personal Income</b>	<b>\$18,144,716,334</b>
<b>Total Employment<sup>4</sup></b>	<b>125,692</b>
<b>Total Possible Sectors</b>	<b>546</b>
<b>Number of Sectors in Model</b>	<b>279</b>
<b>Number of Sectors with New Output</b>	<b>262</b>
<b>Land Area (square miles)</b>	<b>396</b>
<b>Population<sup>5</sup></b>	<b>274,314</b>
<b>Total Households</b>	<b>109,501</b>

Source: NCDS, Economic Strategy Center. MIG, Inc., IMPLAN®.

- Note:
- 1) Data released December 2022 for model year 2021.
  - 2) Gross domestic product is the market value of the goods and services produced by labor and property located in the county.
  - 3) Output measures the value of all sales of goods and services, therefore it is the sum of final purchases and intermediate inputs, which results in the double counting of intermediate purchases. Output is the only way to measure impacts on all businesses, including suppliers to “original equipment makers” OEMs. Output is always larger than gross regional product.
  - 4) There are two reasons why IMPLAN® employment numbers are much higher than Census numbers (see Table 4): First, IMPLAN® employment numbers represent both wage and salary employees, and proprietors. Second, IMPLAN® employment is an annual roll-up of full-time, part-time, and temporary employees.
  - 5) Kitsap County has a population of 277,673 as of 2022.

Employment increases in certain sectors are the direct impacts (inputs) that generate additional indirect and induced employment, income and business activity in many other sectors. Economic impacts are measured by: jobs, income, value added, and output. Income includes both wage and salary income from direct and indirect jobs, and proprietor income to those owners and self employed persons affected by indirect and induced spending. Value added includes labor income and indirect business taxes, like sales taxes. Value added also includes other income, such as rent. **Output\*** is the total of value added (e.g. labor) and the value of all goods used in production.

*\*Output measures the value of all sales of goods and services at every level. Therefore it is the sum of final purchases and intermediate inputs. This results in the double counting of intermediate purchases, e.g. suppliers for “original equipment makers” OEMs, which is correct when describing every business transaction, but it is different than “Gross Regional Product”. **Gross Regional Product** is the final market value of the goods and services produced by labor and property, without the intermediate sales. Output is always more than gross regional product (see **Table 4**).*

Impacts also include spending and savings from disposable income, and new federal, state and local taxes. The model computed total new output for 262 of 279 sectors in the model. Sectors in the model are defined by groups of NAICS codes, the *North American Industry Classification System*. The I/O model contains all the linkages (trade flows) in the economy.

### C. Planning for Success

The Kitsap Economic Development Alliance is planning to help companies create and retain 2,500 jobs, and will concentrate marketing and recruiting on 5 “Target Industries” shown in **Table 5**.

**Table 5: ONEkitsap  
Target Industries & Jobs Goals**

	Target Industry	Description	Job Goals	% of Total
1	<i>Marine/Boat Building</i>	Boat building and repair	440	15%
2	<i>Defense</i>	Search, detection, navigation instruments, aircraft, parts and equipment, and transportation equipment	560	25%
3	<i>Light Manufacturing</i>	Machine shops, metal coating, electronics	440	15%
4	<i>Technology</i>	Data processing, hosting, computer programing, scientific R&D	620	30%
5	<i>Construction/Project Management</i>	Management and technical consulting, managing companies, facilities management	440	15%
		<b>Total</b>	<b>2,500</b>	<b>100%</b>

Source: Kitsap Economic Development Alliance. IMPLAN® sector descriptions.

As shown in **Table 5**, the ONEkitsap strategic plan includes 5 “Target Industries” to concentrate marketing and recruiting for new jobs: 1) *Marine/Boat Building*, 2) *Defense*, 3) *Light Manufacturing*, 4) *Technology*, and 5) *Construction/Project Management*. **Appendix I** shows how each target industry was defined by IMPLAN® sectors.

Target industries and job goals are based on industries already located in Kitsap County, and industries that are attracted to the advantages of locating in Kitsap County. **Appendix II** lists major employers in Kitsap County. These major employers include: an existing *boat builder*, 5 *defense* contractors, Navel Base Kitsap employing 36,978, and 3 companies doing *light manufacturing*.

In addition to major employers, other factors in the economy were used to identify target industries.

*Marine and boat building* are targets because Kitsap County is surrounded by 234 miles of saltwater shoreline and is part of one of the largest and most diverse maritime economies in the world. The County economy includes: shipping, fishing, food processing, maritime logistics, naval architecture, and ship building, repair and maintenance.

Kitsap’s Bremerton-Silverdale metro area has the second-highest level of patent generation in the United States. Recruiting *technology* based companies will add to an existing group of companies that includes:

Applied Technical Systems	R&D for defense and specialized software
Critical Insight	Cybersecurity
Dude Solutions	Operations management solutions
HelpDesk Cavalry	Puget Sound IT service provider
Microsoft	Research Special Projects
Symphony Industrial	One of the world’s leading controls companies
Taqtile	Augmented reality platform specialist
Velosys	Data visualization and Geographical Information Systems

Technology companies are supported by college, university and K-12 programs. Olympic College offers a Bachelors of Applied Science in Information Systems. Olympic College also offer courses and Associate Degrees in specialized areas such as: technology security, networking, software development, IT support, and interactive web design. Western Washington University’s Poulsbo campus offers a program that awards a Bachelor’s of Science in Cybersecurity. The West Sound STEM Network is dedicated to engaging students from early-learning to K-12.

There are a number of companies in Kitsap County involved with *construction and project management*. These company’s products and services include: management and technical consulting, specialized design services, managing companies, facilities management, and other support services.

#### ***D. Economic Impact of Jobs***

The economic impact of ONEkitsap projects, where companies will create and retain jobs, is measured by additional jobs, income, value added and output. **Table 6** shows a summary of the impacts created by these jobs, including multipliers, in 2023 dollars.



**Table 6: ONEkitsap Impacts from Jobs**

Impact Type	Jobs	Income <sup>4</sup>	Value Added <sup>5</sup>	Output <sup>6</sup>
<b>Direct Impact<sup>1</sup></b>	2,500	\$222,970,100	\$326,705,746	\$589,030,912
<b>Indirect Impact<sup>2</sup></b>	735	\$42,972,897	\$67,985,550	\$127,278,711
<b>Induced Impact<sup>3</sup></b>	739	\$37,316,044	\$73,481,667	\$121,800,619
<b>Multiplier<sup>7</sup></b>	<b>1.59</b>	<b>1.36</b>	<b>1.43</b>	<b>1.42</b>
<b>Total Impact</b>	3,974	\$303,259,041	\$468,172,964	\$838,110,242

Sources: NCDS, Economic Strategy Center I/O model for Kitsap County, WA. County data, IMPLAN®.

- Notes:
1. **Direct Impact:** Impact generated directly from the jobs created.
  2. **Indirect Impact:** Changes in employment, income, and output (business sales) in various industry sectors of the local economy supplying goods and services to the companies that expanded.
  3. **Induced Impact:** The ripple effect of increased income as employees spend.
  4. **Income:** Employee compensation + proprietor income (owner wages).
  5. **Value Added:** Labor income + indirect business taxes + other property type income.
  6. **Output:** Value Added + intermediate inputs (goods used in production) = total business.
  7. **Multipliers:** Show the impacts of sales, income, spending and saving, which in turn increase the employment and earnings of other business sectors.

As previously shown in **Table 5**, the Kitsap Economic Development Alliance’s ONEkitsap Strategic Plan includes a goal to create and retain 2,500 jobs. These jobs were allocated to 5 “Target Industries” and 21 IMPLAN® sectors. Half of the job goal was allocated equally among the targets and the other half was distributed to IMPLAN® sectors based on the actual number of jobs in the sectors.

The 21 IMPLAN® sectors and 2,500 jobs were then entered as inputs to the I/O model. IMPLAN® sectors include many NAICS codes. There are 546 IMPLAN® sectors and each of these sectors is defined by a group of NAICS codes that define hundreds of sub-industries. There are many more NAICS codes than IMPLAN® sectors.

**Table 6** shows the “direct” job totals and the total of “direct, indirect, and induced” impacts. The direct impact is the 2,500 job goal from **Table 5**. Indirect impacts come from the purchases of goods and services, business-to-business. As all those impacted by jobs spend their earnings, there are “induced” impacts.

Direct, indirect and induced impacts in **Table 6** are measured by: jobs, income, value added, and output. Income includes both wage and salary income from direct and indirect jobs, and proprietor

income to those owners and self employed persons affected by indirect and induced spending. Value added includes labor income and indirect business taxes, like sales taxes. Value added also includes other income, such as rent. Output is the total of value added (e.g. labor) and the value of all goods used in production.

The ripple effect of new jobs is computed based on multipliers. These multipliers show the impacts of sales, income, spending and saving, which in turn increase the employment and earnings of other business sectors. **Table 6**, above, shows that 2,500 direct jobs will create; income of \$223.0 million, value added of \$326.7 million and new output of \$589.0 million.

These are the initial and “direct” impacts. Then as indirect impacts accumulate through business-to-business purchasing, and all those affected spend new income (induced impacts), the initial impacts will multiply to create; 3,974 jobs, a multiplier of 1.59 and \$303.3 million of income, a multiplier of 1.36. Value added will multiply by 1.43 to total \$468.2 million, and output (total business) by 1.42 to total \$838.1 million.

**E. Spending & Savings From Jobs**

Total income of \$303,259,041 from jobs will create disposable income, spending and savings. **Table 7** shows that in 2023 dollars, total income after taxes, will create disposable income of \$258,679,962

**Table 7** also shows that disposable income will create \$249,108,803 in consumer spending and \$9,571,159 in savings deposit potential.

**Table 7: ONEkitsap Jobs and Payrolls Generates Spending & Savings**

<b>Total New Income</b>	<b>\$303,259,041</b>
<b>Disposable Personal Income<sup>1</sup></b>	<b>\$258,679,962</b>
<b>Consumer Spending<sup>2</sup></b>	<b>\$249,108,803</b>
<b>Savings Deposit Potential<sup>3</sup></b>	<b>\$9,571,159</b>

Sources: NCDS, Economic Strategy Center Input/Output model for Kitsap County, WA. County data, IMPLAN®, 2021. DPI, consumer spending, and savings deposit percent of income, Bureau of Economic Analysis, 2022.

Notes: **1. Disposable Personal Income:** Personal income less taxes.  
**2. Consumer Spending:** Disposable personal income less interest, personal transfer payments, and personal savings.  
**3. Savings Deposit Potential:** Personal savings rate average annual percent of 3.7% x disposable personal income.

The projected impact of jobs is increasing consumer expenditures in the Kitsap County area, a benefit to all businesses. **Table 8**, which follows shows the “Top 10” spending categories, led by housing.

**Table 8** shows that housing with \$87.7 million leads the list of 10 major spending categories, followed by transportation and food. Personal insurance and pensions, health care, entertainment, and cash contributions are in the middle. Apparel and services, education and personal care complete the list of spending categories. For detailed spending by category, see **Appendix III**.

**Table 8: ONEkitsap  
Created and Retained Jobs  
Top 10 Spending Categories**

Rank	Spending Category	Spending in Millions
1	Housing	\$87.7
2	Transportation	\$40.6
3	Food	\$30.1
4	Personal insurance and pensions	\$28.6
5	Health care	\$18.4
6	Entertainment	\$14.4
7	Cash contributions	\$8.5
8	Apparel and services	\$6.7
9	Education	\$4.0
10	Personal care	\$3.0

Sources: NCDS, Economic Strategy Center Input/Output model for Kitsap County, WA. Bureau of Labor Statistics, Consumer Expenditure Survey, West, 2021. Data released September 2022. See **Appendix III**.

**F. Output by Sector**

ONEkitsap projects are expected to create and retain 2,500 direct jobs, which will multiply to 3,974 total jobs. The projects will also create \$838,110,242 in total output, which is “business activity”.

Detailed outputs from jobs come from the I/O model built for Kitsap County. Output by sector differs from spending categories due to definitions and the way data is collected and structured. For example, housing is the largest spending category with \$87.7 million (**Table 8**) based on Bureau of Labor Statistics surveys. But owner-occupied housing ranks 2<sup>nd</sup> in output, with \$22.8 million (**Table 9**), based on the way the National Income and Product Accounts (NIPAs) are assembled and what is included in “housing”. The definitions of “housing spending” and “housing output” are much different.

Housing spending, as defined by the BLS, is much larger than output because it includes spending for utilities, operations, supplies, furnishings and equipment. The model computed total output for 262 business sectors adjusted to 2023 dollars. Sectors in the model are defined by groups of NAICS codes. **Table 9** shows the “Top 10” sectors impacted.

**Table 9: ONEkitsap  
Jobs Create Annual Output  
Top 10 Sectors**

Rank	Output Sector	Output in \$ Millions
1	Real estate	\$23.1
2	Housing - owner occupied	\$22.8
3	Employment services	\$12.1
4	Banks and CUs	\$7.6
5	Kitsap Public Utility District*	\$6.4
6	Full-service restaurants	\$5.6
7	Limited-service restaurants - fast food	\$5.4
8	Accounting services	\$4.9
9	Architectural, engineering	\$4.5
10	Hospitals	\$4.2

Sources: NCDS, Economic Strategy Center Input/Output model for Kitsap County, WA. See **Appendix IV**.

Note: \* Kitsap Public Utility District provides drinking water, wastewater, and fiber internet infrastructure utilities to communities throughout Kitsap County, and maintains a county-wide water resource monitoring program.

ONEkitsap projects will create \$838,110,242 in total output, which is “business activity”. Real estate, with \$23.1 million in new output leads the list of the “Top 10” sectors with new output, followed by owner-occupied housing, with \$22.8 million in new output. Employment services, banks and credit unions, and the Kitsap Public Utility District round out the top 5. Full-service restaurants ranks 6<sup>th</sup> in total output, followed by fast food, accounting services, and architectural and engineering services. Hospitals round out the “Top 10”.

### ***G. Tax Impacts from Jobs***

As jobs multiply through the economy, taxes are generated for: the federal government, Washington State, Kitsap County, Kitsap County municipalities, and Kitsap County special tax districts, like schools and fire.

**Table 10** shows that in 2023 dollars, Kitsap County will be receiving \$3,419,481 in taxes each year, while its’ municipalities will receive \$2,225,152 each year. Special tax districts will receive \$5,812,156. While Kitsap County and its’ taxing units will receive a total of \$11,456,789 in new annual taxes, the State of Washington will be receiving \$17,196,057. The federal government will receive the most, with \$61,151,207 in taxes primarily from social security and income taxes.

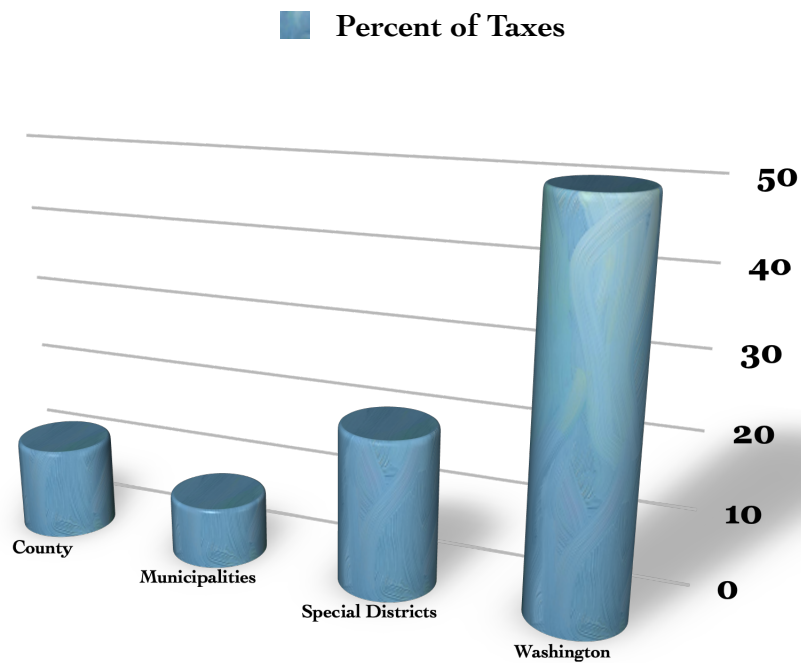
Excluding federal tax receipts, **Chart 1** shows how annual new taxes will be distributed among the State of Washington, Kitsap County, and Kitsap County taxing units. The State of Washington will receive 60.0% of these taxes, while Kitsap County will receive 11.9%. County municipalities can expect 7.8%, and County special taxing districts 20.3%.

**Table 10: ONEkitsap  
Projected Annual Taxes**

Governmental Unit <sup>1</sup>	Total	Percent of Total (Not Federal)
Kitsap County	\$3,419,481	11.9%
Kitsap County municipalities	\$2,225,152	7.8%
Kitsap County special tax districts, e.g. schools	\$5,812,156	20.3%
<b>Sub-Total</b>	<b>\$11,456,789</b>	
State of Washington	\$17,196,057	60.0%
<b>TOTAL</b>	<b>\$28,652,846</b>	<b>100.0%</b>
Federal Government	\$61,151,207	

Source: NCDS, Economic Strategy Center I/O model for Kitsap County, WA.

**Chart 1: State of Washington  
Kitsap County, Kitsap County Taxing Units  
Share of New Annual Taxes**



Source: Table 10

# Returns on Investment

## Private Sector Return on Investment

ONEkitsap projects will create and retain 2,500 direct jobs, which will multiply to 3,974 total jobs. The projects will also create \$838,110,242 in total output, which is “business activity”.

**Table 11** shows that both public and private investors will make this possible with a combined, estimated 5-year investment goal of \$3,250,000, which is \$650,000 per year. The combined public/private investment goal is split about 50/50. At 50% of the total, the private sector goal is \$1,625,000 and the public sector; Kitsap County and its’ municipalities goal is also \$1,625,000. Kitsap County’s estimated goal is \$568,750 or 17.5% of the total goal, and the County’s municipalities goal is a combined and estimated \$1,056,250 which is 32.5% of the total.

**Table 11: ONEkitsap Estimated Goals  
Private and Public Sector Investments**

Investor	5-Year Total	Percent of Total
Kitsap County	\$568,750	17.5%
Kitsap County municipalities	\$1,056,250	32.5%
<b>Sub-Total</b>	\$1,625,000	
Private sector	\$1,625,000	50.0%
<b>Total</b>	<b>\$3,250,000</b>	<b>100.0%</b>

Source: Kitsap Economic Development Alliance. ONEkitsap.

From a private sector point of view, return on investment ROI, is based on output (business activity) generated from jobs and the profits from that output. New output is \$838,110,242.

Net profits from output measure returns to the business community. Profit margins vary from one business sector to the other, so a good way to summarize ROI for investors is to use the average net profit among all firms in the U.S. securities markets today. This average was 7.77% (total market with financials) in January of 2023 according to NYU’s Stern School of Business. Several studies have confirmed a 25-year average rate of about 8%. Dividing net profits returned to the business community by the investment in economic development equals the return on this investment.

**Table 12** shows the computations for a return on investment based on average net profits that will be returned to the community, divided by the 5-year \$1,625,000 amount of private investment.

**Table 12: ONEkitsap  
Public and Private Investments and  
Returns on Investments ROI**

	<b>Total Invested</b>	<b>Average Corporate Profit = Output x 7.71%</b>	<b>Taxes or Profits Returned</b>	<b>ROI</b>
Kitsap County	\$568,750		\$3,419,481	\$6.01 : \$1.00
Kitsap County municipalities	\$1,056,250		\$2,225,152	\$2.11: \$1.00
Private sector	\$1,625,000	\$838,110,242 x 7.77%	\$65,121,166	\$40.07 : \$1.00

Source: NCDS, Economic Strategy Center ESC, ESC I/O model. ESC assumptions.

The return on private investment in ONEkitsap is very positive. In 2023 dollars, 5 years of steady growth in jobs will return \$40.07 to the business community in average corporate profits for every \$1.00 invested.

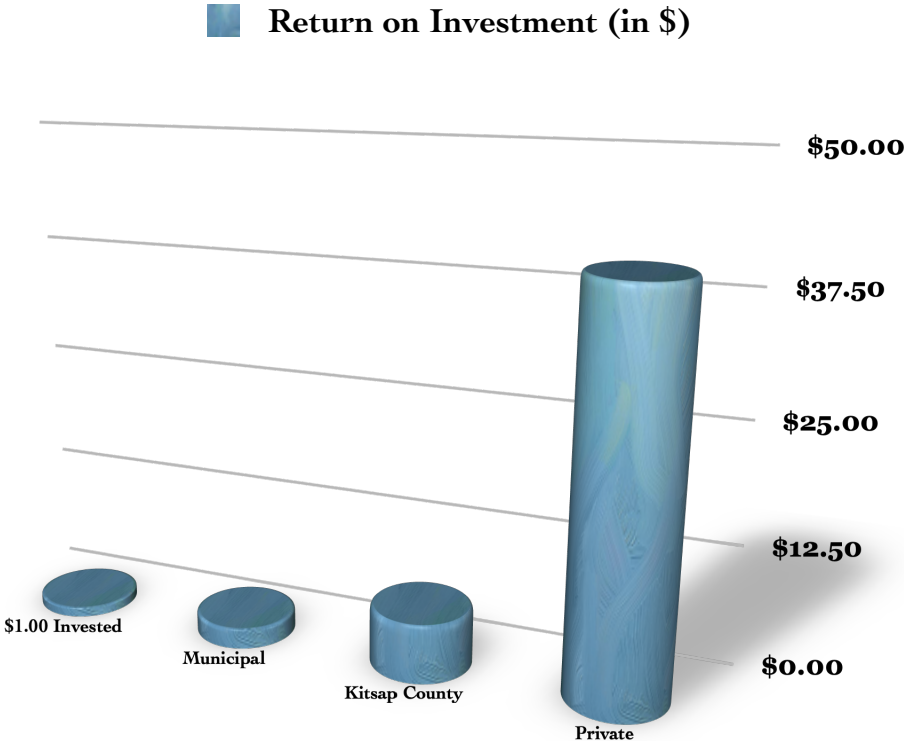
### **Public Sector Return on Investment**

From the public sector’s perspective a return on investment can be measured by new taxes. **Table 12** shows how taxes returned to Kitsap County, and Kitsap County municipalities, can be divided by their amounts of investment from **Table 11** to compute returns on investment.

For every \$1.00 invested by Kitsap County, \$6.01 will return in new tax revenue. For every \$1.00 invested by Kitsap County municipalities, \$2.11 will be returned.

**Chart 2** illustrates the private and public sector returns on investment.

## Chart 2: ONEkitsap Returns on Investment



Source: Table 12



## APPENDIX I

### ONEkitsap Target Industries & Jobs Goals by IMPLAN Sector

Target Industries	IMPLAN Sector	IMPLAN Sector Defined	Jobs Goal %	Jobs GOAL = 2,500
<b>1. Marine/boat building</b>				
	360	Ship building and repairing		
	361	Boat building*		
<b>2. Defense</b>				
	312	Search, detection, and navigation instruments manufacturing		
	354	Aircraft manufacturing		
	356	Other aircraft parts and auxiliary equipment manufacturing		
	361	Boat building*		
	460	Computer systems design services		
	463	Environmental and other technical consulting services		
<b>3. Light Manufacturing:</b>				
	247	Machine shops		
	250	Metal coating and nonprecious engraving		
	269	All other industrial machinery manufacturing		

	329	Power, distribution, and specialty transformer manufacturing		
	370	Wood office furniture manufacturing		
	377	Surgical appliance and supplies manufacturing		
	459	Custom computer programming services		
<b>4. Technology</b>			<b>30%</b>	<b>620</b>
	436	Data processing, hosting, and related services		
	464	Scientific research and development services		
	487	Medical and diagnostic laboratories		
<b>5. Construction/Project Management</b>			<b>15%</b>	<b>440</b>
	458	Specialized design services		
	461	Other computer related services, including facilities management		
	462	Management consulting services		
	469	Management of companies and enterprises		
	473	Business support services		
<b>TOTAL</b>			<b>100%</b>	<b>2,500</b>

Source: Kitsap Economic Development Alliance. IMPLAN® 546 sectors and definitions.

## APPENDIX II

### Kitsap County Major Employers & Industry

Major Employers	Employees	Industry
<b>U.S. Government/Department of Defense</b>		
Navel Base Kitsap*	36,978	
<b>Private Sector Employers</b>		
St. Michael Medical Center & Franciscan Medical Group	1,901	Healthcare
Port Madison Enterprises	628	Tourism
Haselwood Auto Group	556	Vehicle Dealer
Noo-Kayet Gaming Corporation (Port Gamble S'Klallam Tribe)	511	Tourism
YMCA of Pierce & Kitsap County	497	Youth Organization
Lowe's	466	Retail
Town & Country Markets (corporate office and 2 stores)	450	Retail
Fred Meyer (2 locations)	432	Retail
McDonald's (Peninsula Office)	431	Retail
Kitsap Mental Health Services	427	Healthcare
Macy's West Stores, Inc	400	Retail
Starbucks	395	Retail
Peninsula Community Health	384	Healthcare
The Doctors Clinic	381	Healthcare
Skookum Contract Services	360	Light Manufacturing/Project Management
Martha & Mary	349	Healthcare
Stafford Healthcare (combined)	330	Healthcare
Watson Furniture Company	190	Light Manufacturing
Sage / Redington Inc / Far Bank	160	Light Manufacturing

Major Employers	Employees	Industry
<b>Defense Contractors</b>		
Skookum Contract Services	360	Defense
Jacobs Engineering	253	Defense
SAFE Boats International	250	Defense & Marine/Boat Building
Delphinus Engineering	249	Defense
Huntington Ingalls AMSEC	212	Defense
<b>State &amp; Other Public Sector Employers</b>		
Kitsap County	1,307	Government
Central Kitsap School District	1,582	Education
South Kitsap School District	1,150	Education
North Kitsap School District	944	Education
Bremerton School District	751	Education

Source: Kitsap Economic Development Alliance.

Note: \* Employees = Civilian 19,922, Active Duty 11,220, Contract 313. Naval Base Kitsap is the third largest naval base in the nation and Kitsap's largest employer, as well as one of the largest employers in the Puget Sound region.

## APPENDIX III

### ONEkitsap Distribution of Total Spending by Category

Categories	Share of Total* (%)	Expenditure Total = \$249,108,803
<b>FOOD</b>	<b>12.1%</b>	<b>\$30,142,165</b>
Food at home	7.7%	\$19,181,378
Food away from home	4.4%	\$10,960,787
<b>ALCOHOLIC BEVERAGES</b>	<b>.9%</b>	<b>\$2,241,979</b>
<b>HOUSING</b>	<b>35.2%</b>	<b>\$87,686,299</b>
<b>Shelter</b>	<b>21.6%</b>	<b>\$53,807,501</b>
Owned dwellings	11.2%	\$27,900,186
Mortgage interest and charges	4.9%	\$12,206,331
Rented dwellings	9.3%	\$23,167,119
Other lodging	1.4%	\$3,487,523
<b>Utilities, fuels and public services</b>	<b>5.6%</b>	<b>\$13,950,093</b>
Natural gas	.5%	\$1,245,544
Electricity	1.9%	\$4,733,067
Fuel oil and other fuels	.1%	\$249,109
Telephone services	1.8%	\$4,483,958
Cellular phone service	1.7%	\$4,234,850
Water and other public services	1.2%	\$2,989,306
<b>Household operations</b>	<b>2.4%</b>	<b>\$5,978,611</b>
<b>Housekeeping supplies</b>	<b>1.2%</b>	<b>\$2,989,306</b>
<b>Household furnishings and equipment</b>	<b>4.2%</b>	<b>\$10,462,570</b>
<b>APPAREL AND SERVICES</b>	<b>2.7%</b>	<b>\$6,725,938</b>
<b>TRANSPORTATION</b>	<b>16.3%</b>	<b>\$40,604,735</b>
<b>Vehicle purchases</b>	<b>7.1%</b>	<b>\$17,686,725</b>
Cars and trucks, new	3.0%	\$7,473,264
Cars and trucks, used	4.0%	\$9,964,352
<b>Gasoline and motor oil</b>	<b>3.3%</b>	<b>\$8,220,590</b>

<b>Other vehicle expenses</b>	<b>5.2%</b>	<b>\$12,953,658</b>
Vehicle finance charges	.4%	\$996,435
Maintenance and repairs	1.5%	\$3,736,632
Vehicle insurance	2.2%	\$5,480,394
Vehicle rental and leases	1.1%	\$2,740,197
<b>Public transportation</b>	<b>.7%</b>	<b>\$1,743,762</b>
<b>HEALTH CARE</b>	<b>7.4%</b>	<b>\$18,434,051</b>
<b>Health insurance</b>	<b>4.8%</b>	<b>\$11,957,223</b>
<b>Medical services</b>	<b>1.6%</b>	<b>\$3,985,741</b>
<b>Drugs</b>	<b>.7%</b>	<b>\$1,743,762</b>
<b>Medical supplies</b>	<b>.3%</b>	<b>\$747,326</b>
<b>ENTERTAINMENT</b>	<b>5.8%</b>	<b>\$14,448,311</b>
<b>PERSONAL CARE PRODUCTS/SERVICES</b>	<b>1.2%</b>	<b>\$2,989,306</b>
<b>EDUCATION</b>	<b>1.6%</b>	<b>\$3,985,741</b>
<b>CASH CONTRIBUTIONS</b>	<b>3.4%</b>	<b>\$8,469,699</b>
<b>PERSONAL INSURANCE AND PENSIONS</b>	<b>11.5%</b>	<b>\$28,647,512</b>
<b>Life and other personal insurance</b>	<b>.6%</b>	<b>\$1,494,653</b>
<b>Pensions and Social Security</b>	<b>11.0%</b>	<b>\$27,401,968</b>
<b>OTHER (reading, tobacco &amp; miscellaneous)</b>	<b>1.9%</b>	<b>\$4,733,067</b>

Source: Bureau of Labor Statistics, Consumer Expenditure Survey, 2021, Region of Residence, West. BLS data released September, 2022.

Note: \* All shares are % of total. **Shaded**, major categories total 100%.

## APPENDIX IV

### ONEkitsap Total Output by Sector<sup>1</sup> And Top 10 Sectors for Business-to-Business Impacts (Sectors used for 21 direct job impacts are shaded)

Rank	Industry Display	Output
	<b>Total</b>	<b>\$838,110,242</b>
	464 - Scientific research and development services	\$165,057,684
	360 - Ship building and repairing	\$130,280,611
	361 - Boat building	\$59,617,630
	460 - Computer systems design services	\$37,624,023
	469 - Management of companies and enterprises	\$37,545,230
	459 - Custom computer programming services	\$30,708,288
	462 - Management consulting services	\$25,919,346
<b>1</b>	<b>447 - Real estate establishments:</b> Lessors of industrial commercial and residential real estate, agents & brokers (commissions), REITs, managers' offices, listing services, appraisal services, escrow agencies	\$23,115,443
	436 - Data processing, hosting, and related services	\$23,012,047
<b>2</b>	<b>449<sup>2</sup> - Imputed rental activity for owner-occupied dwellings = HOUSING</b> + includes mortgage payments	\$22,758,616
	463 - Environmental and other technical consulting services	\$21,236,187
	329 - Power, distribution, and specialty transformer manufacturing	\$17,905,472
	354 - Aircraft manufacturing	\$12,250,359
<b>3</b>	<b>472 - Employment services</b>	\$12,066,834
	370 - Wood office furniture manufacturing	\$12,021,777
	377 - Surgical appliance and supplies manufacturing	\$11,930,251
	455 - Legal services	\$7,954,042
<b>4</b>	<b>441 - Monetary authorities and depository credit intermediation activities = Banks and Credit Unions.</b> Output of commercial banks, savings institutions, and credit unions which includes: 1) funds, trusts, and other financial vehicles, 2) administrative expenses of pension funds, 3) service charges on deposit accounts and cash management, 4) service charges and fees on credit card accounts, 5) loan origination on all other consumer loans, 6) other products supporting financial services, and 7) ATM and other electronic transaction fees.441 - Monetary authorities and depository credit intermediation	\$7,612,100
<b>5</b>	<b>534 - Kitsap Public Utility District<sup>3</sup></b>	\$6,448,650
	461 - Other computer related services, including facilities management	\$5,583,875

Rank	Industry Display	Output
6	<b>509 - Full-service restaurants</b>	\$5,561,093
7	<b>510 - Limited-service restaurants</b>	\$5,403,616
	473 - Business support services	\$5,256,688
8	<b>456 - Accounting, tax preparation, bookkeeping, and payroll services</b>	\$4,946,161
9	<b>457 - Architectural, engineering, and related services</b>	\$4,550,098
10	<b>490 - Hospitals</b>	\$4,248,982
	47 - Electric power transmission and distribution	\$4,119,269
	483 - Offices of physicians	\$3,989,780
	438 - Internet publishing and broadcasting and web search portals	\$3,953,419
	487 - Medical and diagnostic laboratories	\$3,765,163
	247 - Machine shops	\$3,533,533
	396 - Wholesale - Other durable goods merchant wholesalers	\$3,437,235
	269 - All other industrial machinery manufacturing	\$3,053,332
	448 - Tenant-occupied housing	\$2,899,855
	411 - Retail - General merchandise stores	\$2,860,004
	395 - Wholesale - Machinery, equipment, and supplies	\$2,831,663
	440 - Securities and commodity contracts intermediation and brokerage	\$2,829,691
	511 - All other food and drinking places	\$2,658,131
	402 - Retail - Motor vehicle and parts dealers	\$2,493,689
	413 - Retail - Nonstore retailers	\$2,490,908
	512 - Automotive repair and maintenance, except car washes	\$2,478,700
	468 - Marketing research and all other miscellaneous professional, scientific, and technical services	\$2,411,738
	406 - Retail - Food and beverage stores	\$2,339,106
	458 - Specialized design services	\$2,297,435
	476 - Services to buildings	\$2,281,512
	444 - Insurance carriers, except direct life	\$2,251,727
	475 - Investigation and security services	\$2,183,237
	465 - Advertising, public relations, and related services	\$2,083,035
	521 - Religious organizations	\$2,031,887
	442 - Other financial investment activities	\$1,952,634
	60 - Maintenance and repair construction of nonresidential structures	\$1,901,944



Rank	Industry Display	Output
	486 - Outpatient care centers	\$1,889,599
	445 - Insurance agencies, brokerages, and related activities	\$1,856,934
	421 - Couriers and messengers	\$1,807,229
	439 - Nondepository credit intermediation and related activities	\$1,719,983
	417 - Truck transportation	\$1,718,376
	400 - Wholesale - Other nondurable goods merchant wholesalers	\$1,687,438
	393 - Wholesale - Professional and commercial equipment and supplies	\$1,687,084
	477 - Landscape and horticultural services	\$1,672,765
	394 - Wholesale - Household appliances and electrical and electronic goods	\$1,632,006
	491 - Nursing and community care facilities	\$1,551,299
	493 - Individual and family services	\$1,518,173
	484 - Offices of dentists	\$1,489,890
	356 - Other aircraft parts and auxiliary equipment manufacturing	\$1,460,887
	250 - Metal coating and nonprecious engraving	\$1,379,876
	478 - Other support services	\$1,375,949
	405 - Retail - Building material and garden equipment and supplies stores	\$1,355,210
	513 - Car washes	\$1,299,160
	453 - Commercial and industrial machinery and equipment rental and leasing	\$1,260,237
	446 - Funds, trusts, and other financial vehicles	\$1,238,720
	401 - Wholesale - Wholesale electronic markets and agents and brokers	\$1,184,137
	479 - Waste management and remediation services	\$1,129,184
	471 - Facilities support services	\$1,128,648
	412 - Retail - Miscellaneous store retailers	\$1,123,439
	450 - Automotive equipment rental and leasing	\$1,113,247
	433 - Wired telecommunications carriers	\$1,042,894
	485 - Offices of other health practitioners	\$1,036,288
	522 - Grantmaking, giving, and social advocacy organizations	\$1,031,474
	470 - Office administrative services	\$945,570
	48 - Natural gas distribution	\$887,712
	526 - Postal service	\$855,265
	407 - Retail - Health and personal care stores	\$832,520

Rank	Industry Display	Output
	61 - Maintenance and repair construction of residential structures	\$794,853
	398 - Wholesale - Grocery and related product wholesalers	\$794,144
	528 - Other federal government enterprises	\$787,259
	531 - Other state government enterprises	\$772,656
	392 - Wholesale - Motor vehicle and motor vehicle parts and supplies	\$749,895
	409 - Retail - Clothing and clothing accessories stores	\$747,556
	428 - Software publishers	\$734,884
	495 - Community food, housing, and other relief services, including rehabilitation services	\$713,847
	410 - Retail - Sporting goods, hobby, musical instrument and book stores	\$710,657
	532 - Local government passenger transit	\$661,927
	431 - Radio and television broadcasting	\$629,354
	499 - Independent artists, writers, and performers	\$610,340
	408 - Retail - Gasoline stores	\$607,857
	482 - Other educational services	\$591,324
	403 - Retail - Furniture and home furnishings stores	\$585,083
	434 - Wireless telecommunications carriers (except satellite)	\$584,009
	454 - Lessors of nonfinancial intangible assets	\$554,550
	515 - Commercial and industrial machinery and equipment repair and maintenance	\$541,830
	451 - General and consumer goods rental except video tapes and discs	\$536,870
	474 - Travel arrangement and reservation services	\$536,841
	517 - Personal care services	\$535,071
	399 - Wholesale - Petroleum and petroleum products	\$514,184
	432 - Cable and other subscription programming	\$512,849
	420 - Scenic and sightseeing transportation and support activities for transportation	\$498,795
	492 - Residential mental retardation, mental health, substance abuse and other facilities	\$487,285
	520 - Other personal services	\$478,728
	524 - Labor and civic organizations	\$465,984
	424 - Periodical publishers	\$453,355
	467 - Veterinary services	\$433,276
	514 - Electronic and precision equipment repair and maintenance	\$432,493

Rank	Industry Display	Output
	154 - Petroleum refineries	\$431,024
	500 - Promoters of performing arts and sports and agents for public figures	\$418,897
	504 - Other amusement and recreation industries	\$418,240
	429 - Motion picture and video industries	\$414,669
	494 - Child day care services	\$391,708
	496 - Performing arts companies	\$355,851
	466 - Photographic services	\$318,575
	516 - Personal and household goods repair and maintenance	\$313,616
	418 - Transit and ground passenger transportation	\$297,328
	404 - Retail - Electronics and appliance stores	\$265,212
	525 - Private households	\$261,726
	505 - Fitness and recreational sports centers	\$260,197
	204 - Ready-mix concrete manufacturing	\$230,361
	503 - Gambling industries (except casino hotels)	\$200,315
	523 - Business and professional associations	\$192,798
	488 - Home health care services	\$185,223
	480 - Elementary and secondary schools	\$182,205
	397 - Wholesale - Drugs and druggists' sundries	\$181,136
	489 - Other ambulatory health care services	\$174,886
	423 - Newspaper publishers	\$166,521
	527 - Federal electric utilities	\$163,455
	215 - Iron and steel mills and ferroalloy manufacturing	\$158,384
	49 - Water, sewage and other systems	\$142,708
	383 - Doll, toy, and game manufacturing	\$140,717
	481 - Junior colleges, colleges, universities, and professional schools	\$125,909
	452 - Video tape and disc rental	\$117,080
	501 - Museums, historical sites, zoos, and parks	\$116,921
	430 - Sound recording industries	\$109,656
	14 - Animal production, except cattle and poultry and eggs	\$109,576
	<b>262 sectors with new output. Please contact NCDS ESC for output in sectors with less than \$100,000.</b>	

Source: NCDS, Economic Strategy Center Input/Output model for Kitsap County, WA. County data IMPLAN®, 2021, data released December, 2022.

- Notes:
- 1) 21 sectors used to define inputs are shaded and not used in the “top 10 impacts” because these inputs are the direct impacts that create outputs from indirect and induced impacts, the very important business-to-business impacts.
  - 2) Sector 449 treats homeownership and maintenance like a rental industry and includes purchases made by homeowners for the upkeep of residences and payments on mortgages. This approach was created by the Bureau of Economic Analysis, BEA, to manage home ownership spending in the National Income and Product Accounts, NIPAs.
  - 3) Kitsap Public Utility District provides drinking water, wastewater, and fiber internet infrastructure utilities to communities throughout Kitsap County, and maintains a county-wide water resource monitoring program.

## APPENDIX V

### ABOUT NCDS AND THE ECONOMIC STRATEGY CENTER



National Community Development Services, Inc. (NCDS) is a pioneer in nonprofit, community-based fundraising. Since 1977, NCDS has raised over \$1.7 billion for more than 700 organizations, in 44 states across the U.S.

The Economic Strategy Center is the economic research and analysis division of NCDS. The ESC applies research tools and techniques to evaluate the economic impacts of development programs. It conducts in depth research using local, state and national sources. Over 20 years ago, NCDS pioneered the use of economic impact analyses in fundraising campaigns to convey the Return on

Investment, ROI of our clients' programs, based on projected outcomes of new jobs, capital investment, industry sector growth, and other client goals.

The ESC helps clients address three types of issues:

- **Market Analysis** - How will my organization be affected by changes in the economy? What should I do to respond to them?
- **Cost/Benefit Analysis** - What will be the economic impact/benefits and costs of my project/program? What should I do to maximize net value? What is the return on investment?
- **Economic Development Strategy** - How can my project/program affect business growth and attraction? How can I best target my efforts?

The ESC creates:

- **Economic Impact Analysis** - The direct, indirect and induced impacts that multiply to create more jobs, income, value added and output. Impacts of new spending and new output include computations of potential new bank deposits and new local tax revenue. Return on investment ROIs are calculated for both private and public sector investments.
- **Scorecard** - The Economic Impact Analysis of success with job creation and new investment to show impacts and return on investment.
- **Info-graphic** - Summary graphics to illustrate impacts and returns on investment.

The ESC uses the latest data and techniques available. We are members of *C2ER - The Council for Community and Economic Research* (formerly ACCRA), *The International Economic Development Council*, and *The Association of Public Data Users*.

For more information visit: <https://www.ncdsinc.net/economic-impact-analysis>

INFORMATION ONLY ITEM  
CITY OF BREMERTON  
CITY COUNCIL

A3

---

**SUBJECT:**  
Warren Avenue Bridge Multimodal  
Improvements Project Alternatives Analysis

Study Session Date: July 12, 2023  
Presenter: Shane Weber  
Managing Engineer  
Phone: (360) 473-2354

**SUMMARY:** The Warren Avenue Bridge Multimodal Improvements Project Alternatives Analysis involves looking at viable alternatives that improve crossing conditions for all users.

This analysis has included Residents, Stakeholders, WSDOT Bridge and Structures Unit, and the City's Complete Streets and ADA Committees to weigh needs and preferences of the alternatives and the associated cost constraints. This process has involved a series of screenings and evaluations with public comment and input to determine the preferred alternative(s).

The purpose of this informational update is to present the alternatives that have resulted from this alternatives analysis and provide the next steps in the process of selecting the preferred alternative(s). The alternative(s) will be presented for approval at the August 2, 2023 Council meeting, in the form of a resolution. Approval of this resolution will allow the project to move into the permitting and design phase immediately.

**HANDOUTS:** 1) Presentation Slides *Updated 7/12/23 3:20 PM*



City of Bremerton

# Warren Avenue Bridge Multimodal Project

Council Study Session | July 12, 2023



SCJ ALLIANCE  
CONSULTING SERVICES





# Agenda

## Today's Briefing will:

1. Recap the Need, Intent and Budget for the Project
2. Outline the public outreach process
3. Present the Community Survey Results
4. Explain the alternatives analysis screening process
5. Present the results of the three-part screening process
6. Present Q&A from June Open House





# Project Need and Intent

## PROJECT NEED

While the Warren Avenue Bridge is the major connection between east and west Bremerton, its pedestrian and bicycle facilities are substandard.

- At 3.5' wide, current walkways do not meet minimum ADA requirements and are too narrow for wheelchairs and pedestrians to safely pass
- With no bike lanes, cyclists are forced to contend with high-speed traffic or use walkways

Improvements are also important because the bridge:

- Is a central link in Bremerton's Bridge-to-Bridge urban trail system
- Needs a pedestrian and bicycle connection to be consistent with the City's comprehensive and non-motorized transportation plans
- Provides access to facilities including Olympic College, healthcare and social services, Puget Sound Naval Shipyard (PSNS), and the ferry terminal

## PROJECT INTENT

**To add ADA-accessible pedestrian and bicycle facilities where none currently exist.**

- Other improvements may include lighting and other features to enhance traffic safety and aesthetics.



# Project Budget

## FUNDING

The current available budget for design and construction is **\$26.5M**, which includes:

- » A \$1.5M Washington State grant to design the project, including preliminary engineering and permitting, was awarded to the City in 2020
- » \$25M in construction funding, secured through the Moving Ahead Washington funding package was approved during the 2022 legislative session





# Previous Planning Studies

## SR 303 CORRIDOR STUDY (2021)

- 2-year study included a stakeholder advisory group and community outreach
- Warren Avenue Bridge identified as top priority project
  - » SR 303 Corridor Study Phase 1B – see project description from study in box at right

### RECOMMENDED IMPROVEMENTS INCLUDED:

- » 10' clear width both sides of bridge
- » wayfinding
- » Center barrier
- » lighting

## EASTSIDE VILLAGE SUBAREA PLAN (2020)

- Examined alternative for the future of the Eastside Village subarea (located immediately east of SR 303). With consideration and coordination of the SR 303 Corridor Study

### RECOMMENDED PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS INCLUDED:

- » SR 303 Warren Avenue Bridge – new 8-foot shared use pathways on both sides of bridge
- » Lower Wheaton Way from Lebo Boulevard to Sheridan Road (alternative to Cherry Avenue) – new shared use lane
- » Callahan Drive from SR 303 to Wheaton Way – new bike lane connecting between priority bike routes
- » Clare Avenue – Bike route connecting from SR 303 to the Bridge to Bridge Trail at Lebo Boulevard
- » Sheridan Road – new shared use lane

## SR 303 Corridor Study Phase 1B

### PROJECT DESCRIPTION

Improve safety for vehicles crossing Warren Avenue Bridge by reducing lane width and installing center barrier. Improve active transportation connectivity across the Port Washington Narrows by improving active transportation facilities across the Warren Avenue Bridge and providing additional connections north and south of the bridge. Active transportation improvements on the bridge will enhance the bridge to bridge trail connection for the City of Bremerton.

<b>Jurisdiction</b>	City of Bremerton
<b>Corridor Need</b>	Improve corridor safety Improve pedestrian and bicycle connectivity
<b>Location</b>	Warren Avenue Bridge
<b>Project Length</b>	2,400 feet
<b>Mode</b>	Auto, transit, active transportation
<b>Facility Type</b>	Roadway, sidewalk, active transportation, bicycle

### PROJECT ATTRIBUTES

<b>Project Elements</b>	<ul style="list-style-type: none"> <li>▪ Widen Warren Avenue Bridge to include 10' sidewalks on both sides</li> <li>▪ Manage lane widths on Warren Avenue Bridge with a minimum of 10.5'</li> <li>▪ Center barrier on Warren Avenue Bridge</li> <li>▪ Construct a 3' wide low-maintenance landscape or hardscape buffer between curb and sidewalk and widen sidewalks to 10' on east side of SR 303 from north of 17th Street to the Warren Avenue Bridge</li> <li>▪ Update lighting on the structure for both roadway and active transportation users</li> <li>▪ Sidewalks at both north and south ends that are forward-compatible with long-term plan</li> <li>▪ Active transportation facility to connect to Lebo Boulevard on the north side of the bridge</li> <li>▪ Provide wayfinding for active transportation</li> <li>▪ Bicycle facilities south of the bridge between SR 303 and Park Avenue</li> </ul>
<b>Benefits</b>	<ul style="list-style-type: none"> <li>▪ Provides safe width for cyclists and pedestrians to cross Port Washington Narrows</li> <li>▪ All active transportation facilities provide a key link for a fully functional bridge to bridge trail connection</li> <li>▪ Improves accessibility across corridor</li> </ul>
<b>Issues and Risks</b>	<ul style="list-style-type: none"> <li>▪ Cost</li> <li>▪ Constructability of the cantilever section</li> <li>▪ Optimizing existing bridge widths</li> <li>▪ Maintenance</li> <li>▪ Efficient off bridge pedestrian and bicycle routes</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>▪ Warren Avenue Bridge improvements would include new decking material in response to recent potholes on the bridge that impacted traffic flow and reliability</li> <li>▪ Consider overlooks on either side of the bridge near the uphill end</li> <li>▪ The bicycle connection between SR 303 and Park Avenue needs to be constructed after the Warren Avenue Bridge improvements</li> <li>▪ Appropriate lighting will be provided for active transportation facilities</li> </ul>

### PROJECT AREA



Note: Conceptual drawing only. Channelization and sidewalk improvements north of the Warren Avenue Bridge are not included in this phase.



Note: Conceptual drawing only. Bicycle facilities along 18th Street and tunnel undercrossing are not included in this phase.

# Existing Bridge Conditions

- 1,700' long (1/3 mile)
- 67.5' overall width
- 4 lanes of vehicle travel (11' inside lane, 11.5' outside lane)
- Non-ADA compliant pedestrian access route on each side
  - » Widths vary from 3'-2" to 3'-11"
  - » ADA compliance requires 5' each side

## STRUCTURE IS OWNED AND MAINTAINED BY WSDOT

- Three different structure types
  - » Concrete T-Beam
  - » Concrete Box Girder
  - » Steel Plate Girder
- Eligible for National Register of Historic Places
  - » Bridge constructed in 1958



# Public Process Overview

## Five Stakeholder Advisory Group Meetings

- 2022: February, March, September, November
- 2023: June

## City Committees

- November 2021: Complete Streets Committee
- March 2023: ADA Committee

## Public Feedback

- April 2023 survey
- April 2023 Public Open House
- June 2023 Virtual Public Open House

## WSDOT Coordination

- Project Duration

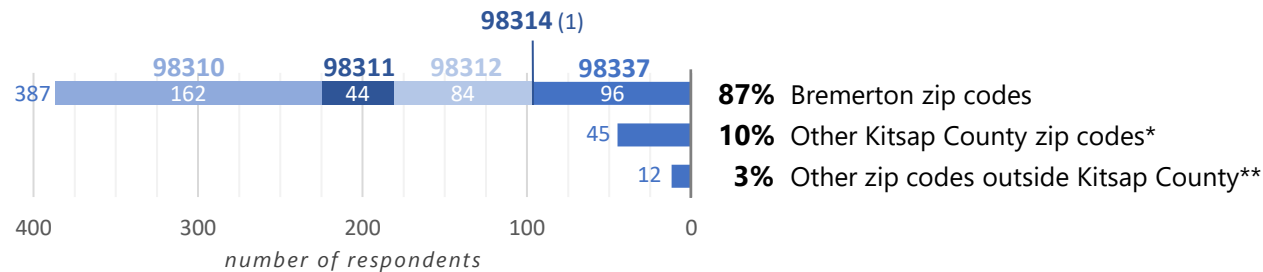




# Survey Results (April 10-28, 2023)

417 completed surveys and 53 partial responses were received.

1) What is the zip code where you live?



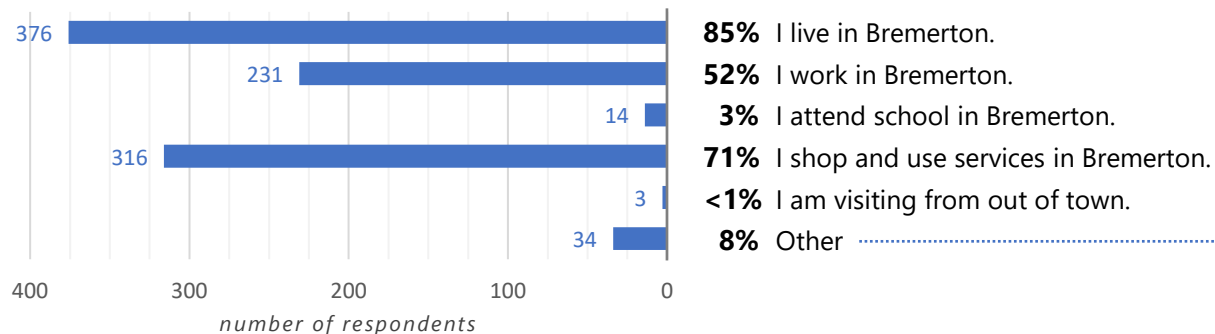
**Notes:**

\* Other Kitsap County zip codes identified by respondents included: 98110 (4), 98366 (13), 98367 (4), 98370 (9), 98380 (5), 98383 (9), and 98392 (1).

\*\* Zip codes identified by respondents outside Kitsap County included: 80303 (1), 90026 (1), 98105 (1), 98335 (1), 98349 (1), 98368 (1), 98412 (1), 98528 (4), and 98862 (1).

Total responses received for Question 1: **444**

2) What is your relationship to Bremerton? Select all that apply.



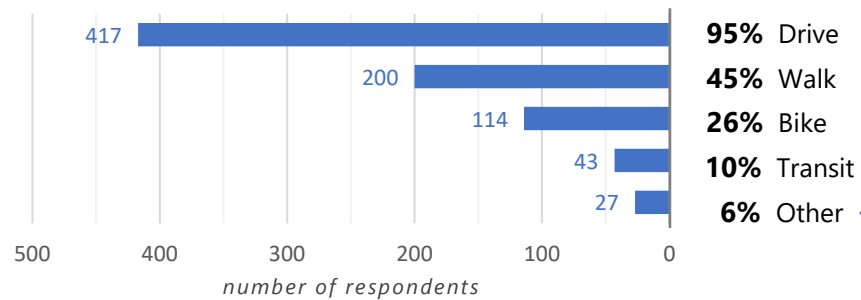
**Open-ended "Other" responses included:**

- My kids attend school or play sports in Bremerton
- I own a business in Bremerton
- I visit Bremerton for recreation
- I attend church in Bremerton
- I visit friends/family in Bremerton
- I frequent Bremerton restaurants and businesses

Total responses received for Question 2: **443**

# Survey Results (April 10-28, 2023)

3) How do you currently use the Warren Avenue Bridge? Select all that apply.

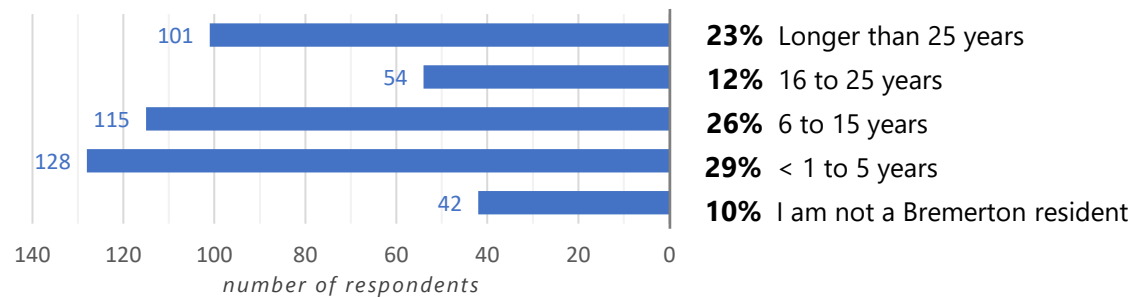


Open-ended "Other" responses included:

- Running/jogging
- Wheelchair
- Stroller
- Walking with my dog
- I avoid walking/biking because it's unsafe

Total responses received for Question 3: **441**

4) If you live in Bremerton, how long have you been a part of the community?

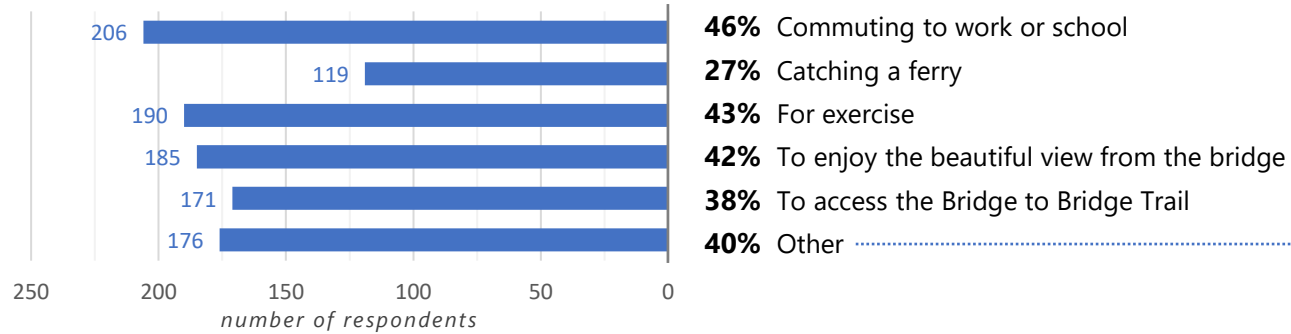


Total responses received for Question 4: **440**



# Survey Results (April 10-28, 2023)

5) Why do you typically use the Warren Avenue Bridge? Select all that apply.

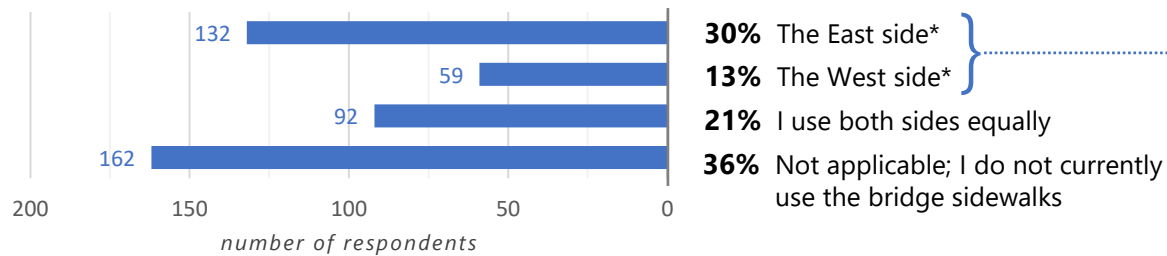


Open-ended "Other" responses included:

- To access shopping/businesses/services
- Getting from one side of town to the other
- Running errands
- Driving to other regional locations (Belfair, Tacoma, Gig Harbor, Silverdale, etc.)

Total responses received for Question 5: **445**

6) When utilizing the existing sidewalks on the bridge, is there one side that you prefer to use?



\* Respondents who selected "the East side" or "the West side" were asked why they prefer to use the sidewalks on that side of the bridge. Responses included:

East side preference:

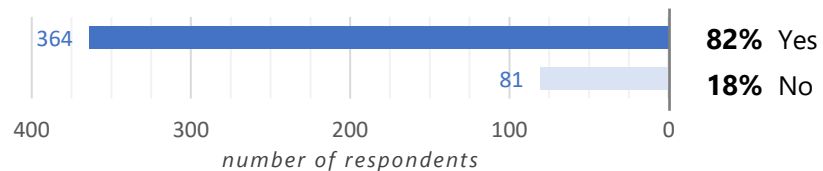
- Ease of access to/from my neighborhood
- Feels safer to walk on
- Easier access for a bicycle
- More convenient for my running/walking route
- Easier to connect to the Bridge to Bridge Trail

West side preference:

- Ease of access to/from my neighborhood
- Better view of the mountains
- Has direct stair access
- Path is more offset from road, feels safer
- Easier to access with a stroller

Total responses received for Question 6: **445**

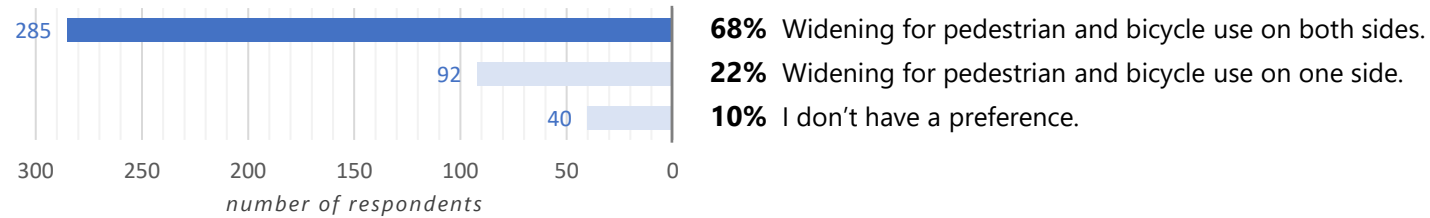
7) Do you anticipate using the bridge as a pedestrian or bicyclist once the project is complete?



Total responses received for Question 7: **445**

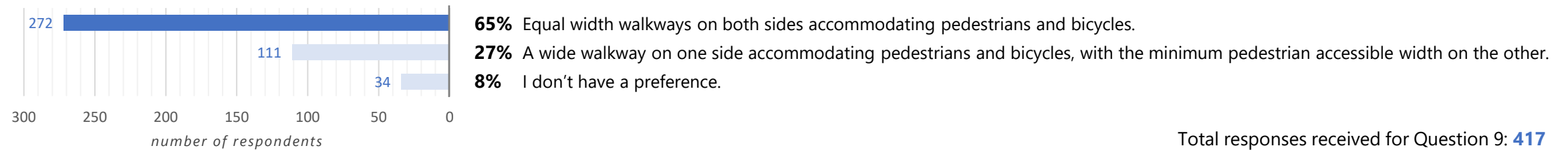
# Survey Results (April 10-28, 2023)

8) Do you have a preference for widening the walkways on only one side of the bridge or on both sides of the bridge?



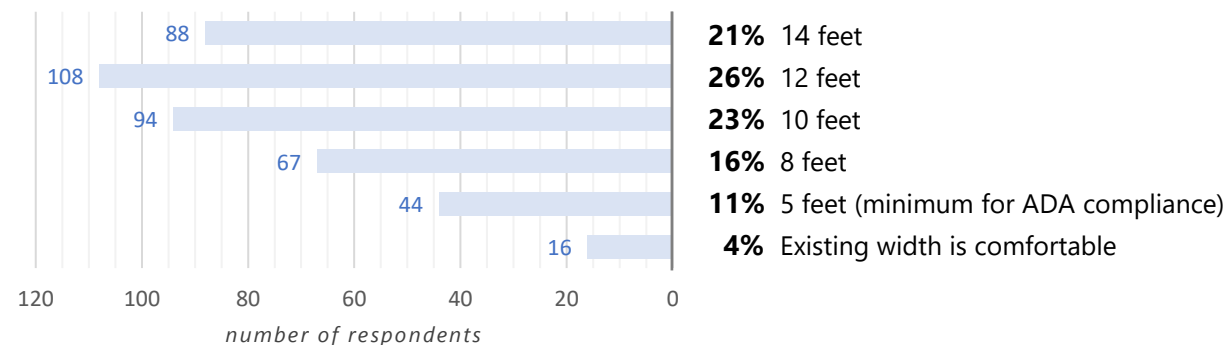
Total responses received for Question 8: **417**

9) If the project widens the walkways on both sides of the bridge, which would you prefer?



Total responses received for Question 9: **417**

10) From your perspective, what minimum walkway width is needed to comfortably accommodate all pedestrians and bicyclists on the bridge?

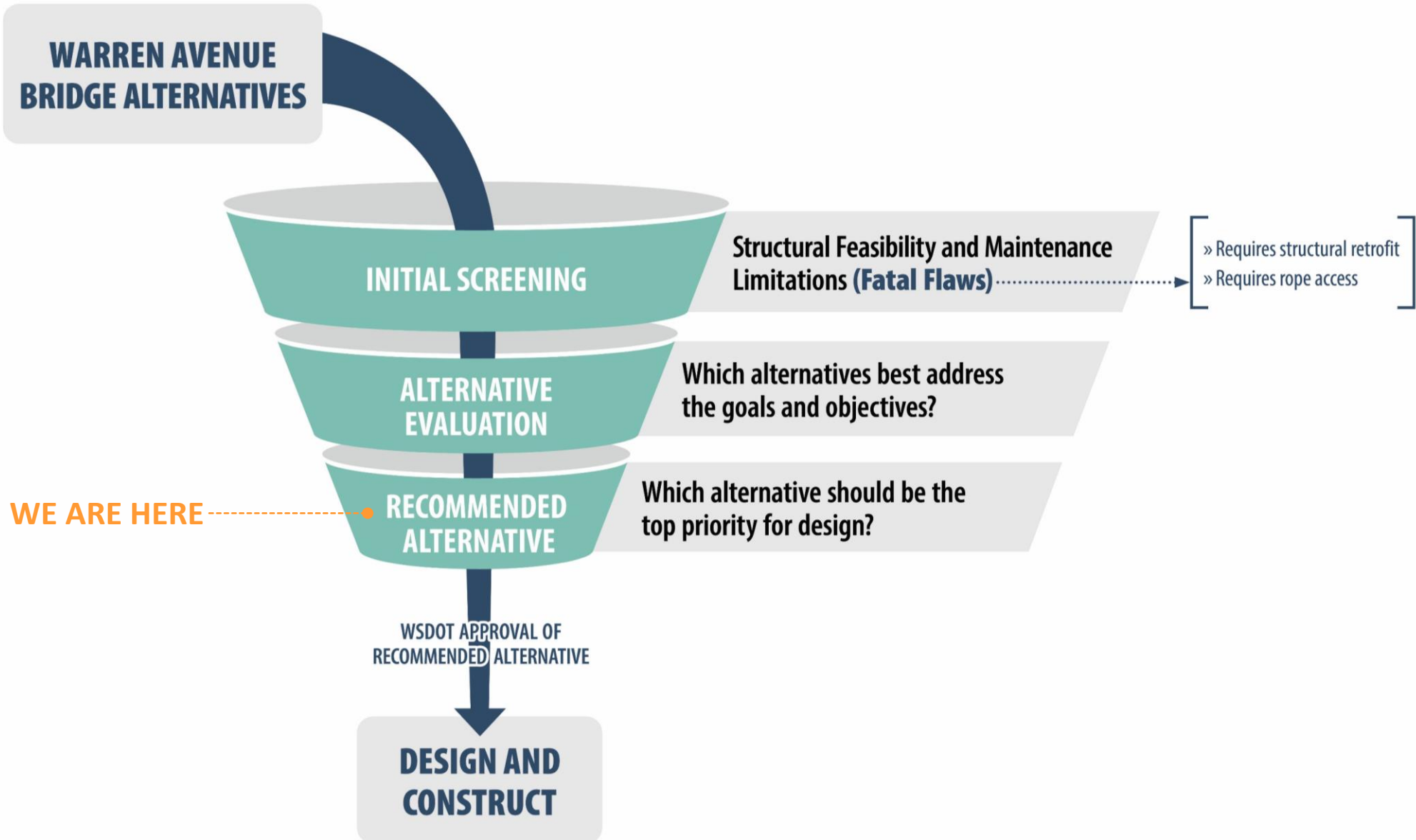


11  
Total responses received for Question 10: **417**

# April Open House Comments

- Comments from 24 individuals were received at the April 24, 2023 Open House
- General comment themes included:
  - **Widen both sides of the bridge equally (8 comments)**
    - 10'–12' minimum needed for both bikes and pedestrians
    - Widen both sides of the bridge equally as wide as possible within the budget – both sides are probably equally used and it feels annoying to widen one but not both
    - Especially with more dense housing on both sides of the bridge, it is important to keep traffic flow / maintain bicycle and pedestrian access on both sides
  - **Widen only one side as much as possible (8)**
    - Safe bike lanes on one side and ADA accessible on both
    - Narrower bridge paths can result in conflicts between users of the path
    - Save the money by widening only one side, and use it to allow for safe connections to the bridge (off bridge improvements)
  - **Safer bike/pedestrian facilities are needed (4)**
    - Existing bike lanes and sidewalks are narrow, dangerous
    - It's an equity issue – critical for households without a vehicle
  - **Consider Juniper Street bike/ped access to bridge (4)**
    - Prefer long, gentler path along Juniper Street to access the bridge – no switchbacks through park (Lebo Blvd. pathway)
    - Don't cut through the madronas in Sheridan Park for a shared use path – use part of Juniper Street to make a longer curved path down through the park
  - **Crossing options – under-/overcrossing needed (3)**
    - Tunnel on south side of bridge allows better access for people at Olympic College
    - Difficult to cross the street to get to the other side; connect east and west sides – maybe with a pedestrian/bike bridge or overpass at either end of the bridge
  - **Build off bridge connectivity projects at the same time as the project (3)**
    - Off bridge connectors and sidewalks should be built together – no one is going to use the bridge if it's annoying to get to; doing it after the project seems inefficient
    - Without safe connections to the bridge, we won't be able to use it

# Alternatives Analysis



# Level 1 Screening – Recap

## Initial Screening Matrix

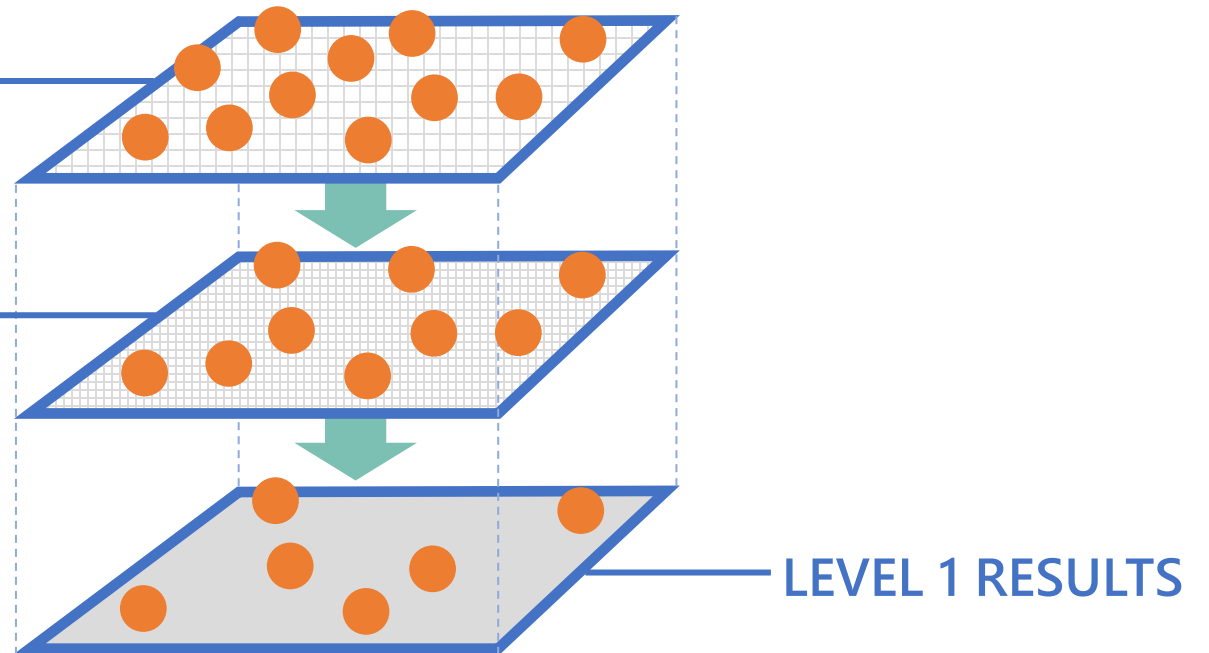
	Alternative 1	Alternative 2	Alternative 3	Alternative 4a	Alternative 4b	Alternative 5	Alternative 6	Alternative 7	Alternative 7a	Alternative 8	Alternative 8a
Alternatives	8-foot clear width	10-foot clear width	12-foot clear width	16-foot clear width	16-foot clear width	14-foot clear width	At-grade 6-foot bike lane, 6-foot sidewalk	12-foot clear width on east side; 5-ft clear width on west side	12-foot clear width	14-foot clear width on east side; 5-ft clear width on west side	14-foot clear width
	Both sides	Both sides	Both sides	West side	East side	Both sides	Both sides	Both sides	East side *	Both sides	East side *
Origin	WSDOT recommendation	SR 303 Corridor Study preferred alternative	Larger 2-sided alternative assuming purchase of new UBIT	Combined WSCC one-sided alternative with WSDOT standard for shared use path	Alternate to 4a, not requiring an undercrossing of SR 303	WSDOT Traffic Office requested	Input from the stakeholder survey	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)
Overlooks	8'x24', 4 total	6'x24', 4 total	No	No	No	N/A	N/A	No	No	No	No
Structural Feasibility	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
Bridge Fully ADA Compliant	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
Maintenance/Inspection Access	Existing UBIT	Existing UBIT	Larger UBIT	Rope access required	Rope access required	Larger UBIT	Existing UBIT	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT
Planning Level Project Cost (Design and Construction)	\$23.1M	\$25.6M	\$29.1M	N/A	N/A	N/A	N/A	\$23.0M	\$17.8M	\$25.6M	\$20.2M

\* Original West Sound Cycle Club (WSCC) proposal was for the improvement to be on the west side of the bridge but was subsequently revised to east side of the bridge at the request of WSCC.

# Level 1 Screening – Recap

## Screening Criteria:



- **STRUCTURAL FEASIBILITY** — Is the alternative structurally feasible?
- **MAINTENANCE/INSPECTION ACCESS** — Does the alternative allow for maintenance and inspection without requiring rope access?



# Level 1 Screening – Recap

## Screening Criteria: Structural Feasibility

	Alternative 1	Alternative 2	Alternative 3	Alternative 4a	Alternative 4b	Alternative 5	Alternative 6	Alternative 7	Alternative 7a	Alternative 8	Alternative 8a
Alternatives	8-foot clear width	10-foot clear width	12-foot clear width	16-foot clear width	16-foot clear width	14-foot clear width	At-grade 6-foot bike lane, 6-foot sidewalk	12-foot clear width on east side; 5-ft clear width on west side	12-foot clear width	14-foot clear width on east side; 5-ft clear width on west side	14-foot clear width
	Both sides	Both sides	Both sides	West side	East side	Both sides	Both sides	Both sides	East side *	Both sides	East side *
Origin	WSDOT recommendation	SR 303 Corridor Study preferred alternative	Larger 2-sided alternative assuming purchase of new UBIT	Combined WSCC one-sided alternative with WSDOT standard for shared use path	Alternate to 4a, not requiring an undercrossing of SR 303	WSDOT Traffic Office requested	Input from the stakeholder survey	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)
Overlooks	8'x24', 4 total	6'x24', 4 total	No	No	No	N/A	N/A	No	No	No	No
Structural Feasibility	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
Bridge Fully ADA Compliant	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
Maintenance/Inspection Access	Existing UBIT	Existing UBIT	Larger UBIT	Rope access required	Rope access required	Larger UBIT	Existing UBIT	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT
Planning Level Project Cost (Design and Construction)	\$23.1M	\$25.6M	\$29.1M	N/A	N/A	N/A	N/A	\$23.0M	\$17.8M	\$25.6M	\$20.2M

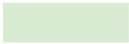

 Feasible Alternative  
 Eliminated Alternative



# Level 1 Screening – Recap

## Screening Criteria: Structural Feasibility

	Alternative 1	Alternative 2	Alternative 3	Alternative 4a	Alternative 4b	Alternative 5	Alternative 6	Alternative 7	Alternative 7a	Alternative 8	Alternative 8a
Alternatives	8-foot clear width	10-foot clear width	12-foot clear width	16-foot clear width	16-foot clear width	14-foot clear width	At-grade 6-foot bike lane, 6-foot sidewalk	12-foot clear width on east side; 5-ft clear width on west side	12-foot clear width	14-foot clear width on east side; 5-ft clear width on west side	14-foot clear width
	Both sides	Both sides	Both sides	West side	East side	Both sides	Both sides	Both sides	East side *	Both sides	East side *
Origin	WSDOT recommendation	SR 303 Corridor Study preferred alternative	Larger 2-sided alternative assuming purchase of new UBIT	Combined WSCC one-sided alternative with WSDOT standard for shared use path	Alternate to 4a, not requiring an undercrossing of SR 303	WSDOT Traffic Office requested	Input from the stakeholder survey	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)
Overlooks	8'x24', 4 total	6'x24', 4 total	No	No	No	N/A	N/A	No	No	No	No
Structural Feasibility	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
Bridge Fully ADA Compliant	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
Maintenance/Inspection Access	Existing UBIT	Existing UBIT	Larger UBIT	Rope access required	Rope access required	Larger UBIT	Existing UBIT	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT
Planning Level Project Cost (Design and Construction)	\$23.1M	\$25.6M	\$29.1M	N/A	N/A	N/A	N/A	\$23.0M	\$17.8M	\$25.6M	\$20.2M

 Feasible Alternative  
 Eliminated Alternative

# Level 1 Screening – Recap

## Screening Criteria: Structural Feasibility

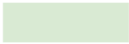

	Alternative 1	Alternative 2	Alternative 3	Alternative 4a	Alternative 4b	Alternative 5	Alternative 6	Alternative 7	Alternative 7a	Alternative 8	Alternative 8a
Alternatives	8-foot clear width	10-foot clear width	12-foot clear width	16-foot clear width	16-foot clear width	14-foot clear width	At-grade 6-foot bike lane, 5-foot sidewalk	12-foot clear width on east side; 5-ft clear width on west side	12-foot clear width	14-foot clear width on east side; 5-ft clear width on west side	14-foot clear width
Origin	WSDOT recommendation	SR 303 Corridor Study preferred alternative	Larger 2-sided alternative assuming purchase of new UBIT	Combined WSCC one-sided alternative with WSDOT standard for shared use path	Alternate to 4a, not requiring an undercrossing of SR 303	WSDOT Traffic Office requested	Input from the stakeholder survey	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)
Overlooks	8'x24', 4 total	6'x24', 4 total	No	No	No	N/A	N/A	No	No	No	No
Structural Feasibility	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
Bridge Fully ADA Compliant	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
Maintenance/Inspection Access	Existing UBIT	Existing UBIT	Larger UBIT	Rope access required	Rope access required	Larger UBIT	Existing UBIT	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT
Planning Level Project Cost (Design and Construction)	\$23.1M	\$25.6M	\$29.1M	N/A	N/A	N/A	N/A	\$23.0M	\$17.8M	\$25.6M	\$20.2M

Feasible Alternative  
 Eliminated Alternative

# Level 1 Screening – Recap

## Screening Criteria: Maintenance/Inspection Access

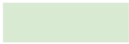

	Alternative 1	Alternative 2	Alternative 3	Alternative 4a	Alternative 4b	Alternative 7	Alternative 7a	Alternative 8	Alternative 8a
Alternatives	8-foot clear width	10-foot clear width	12-foot clear width	16-foot clear width	16-foot clear width	12-foot clear width on east side; 5-ft clear width on west side	12-foot clear width	14-foot clear width on east side; 5-ft clear width on west side	14-foot clear width
	Both sides	Both sides	Both sides	West side	East side	Both sides	East side *	Both sides	East side *
Origin	WSDOT recommendation	SR 303 Corridor Study preferred alternative	Larger 2-sided alternative assuming purchase of new UBIT	Combined WSCC one-sided alternative with WSDOT standard for shared use path	Alternate to 4a, not requiring an undercrossing of SR 303	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)
Overlooks	8'x24', 4 total	6'x24', 4 total	No	No	No	No	No	No	No
Structural Feasibility	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bridge Fully ADA Compliant	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
Maintenance/Inspection Access	Existing UBIT	Existing UBIT	Larger UBIT	Rope access required	Rope access required	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT
Planning Level Project Cost (Design and Construction)	\$23.1M	\$25.6M	\$29.1M	N/A	N/A	\$23.0M	\$17.8M	\$25.6M	\$20.2M

 Feasible Alternative  
 Eliminated Alternative

# Level 1 Screening – Recap

## Screening Criteria: Maintenance/Inspection Access

	Alternative 1	Alternative 2	Alternative 3	Alternative 4a	Alternative 4b	Alternative 7	Alternative 7a	Alternative 8	Alternative 8a
Alternatives	8-foot clear width	10-foot clear width	12-foot clear width	16-foot clear width	16-foot clear width	12-foot clear width on east side; 5-ft clear width on west side	12-foot clear width	14-foot clear width on east side; 5-ft clear width on west side	14-foot clear width
	Both sides	Both sides	Both sides	West side	East side	Both sides	East side *	Both sides	East side *
Origin	WSDOT recommendation	SR 303 Corridor Study preferred alternative	Larger 2-sided alternative assuming purchase of new UBIT	Combined WSCC one-sided alternative with WSDOT standard for shared use path	Alternate to 4a, not requiring an undercrossing of SR 303	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)
Overlooks	8'x24', 4 total	6'x24', 4 total	No	No	No	No	No	No	No
Structural Feasibility	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bridge Fully ADA Compliant	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
Maintenance/Inspection Access	Existing UBIT	Existing UBIT	Larger UBIT	Rope access required	Rope access required	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT
Planning Level Project Cost (Design and Construction)	\$23.1M	\$25.6M	\$29.1M	N/A	N/A	\$23.0M	\$17.8M	\$25.6M	\$20.2M

 Feasible Alternative  
 Eliminated Alternative

# Level 1 Screening – Recap

## Screening Criteria: Maintenance/Inspection Access

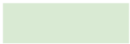

	Alternative 1	Alternative 2	Alternative 3	Alternative 4a	Alternative 4b	Alternative 7	Alternative 7a	Alternative 8	Alternative 8a
Alternatives	8-foot clear width	10-foot clear width	12-foot clear width	16-foot clear width	16-foot clear width	12-foot clear width on east side; 5-ft clear width on west side	12-foot clear width	14-foot clear width on east side; 5-ft clear width on west side	14-foot clear width
Origin	WSDOT recommendation	SR 303 Corridor Study preferred alternative	Larger 2-sided alternative assuming purchase of new UBIT	Combined WSCC one-sided alternative with WSDOT standard for shared use path	Alternate to 4a, not requiring an undercrossing of SR 303	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)
Overlooks	8'x24', 4 total	6'x24', 4 total	No	No	No	No	No	No	No
Structural Feasibility	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bridge Fully ADA Compliant	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No
Maintenance/Inspection Access	Existing UBIT	Existing UBIT	Larger UBIT	Rope access required	Rope access required	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT
Planning Level Project Cost (Design and Construction)	\$23.1M	\$25.6M	\$29.1M	N/A	N/A	\$23.0M	\$17.8M	\$25.6M	\$20.2M

Feasible Alternative  
 Eliminated Alternative

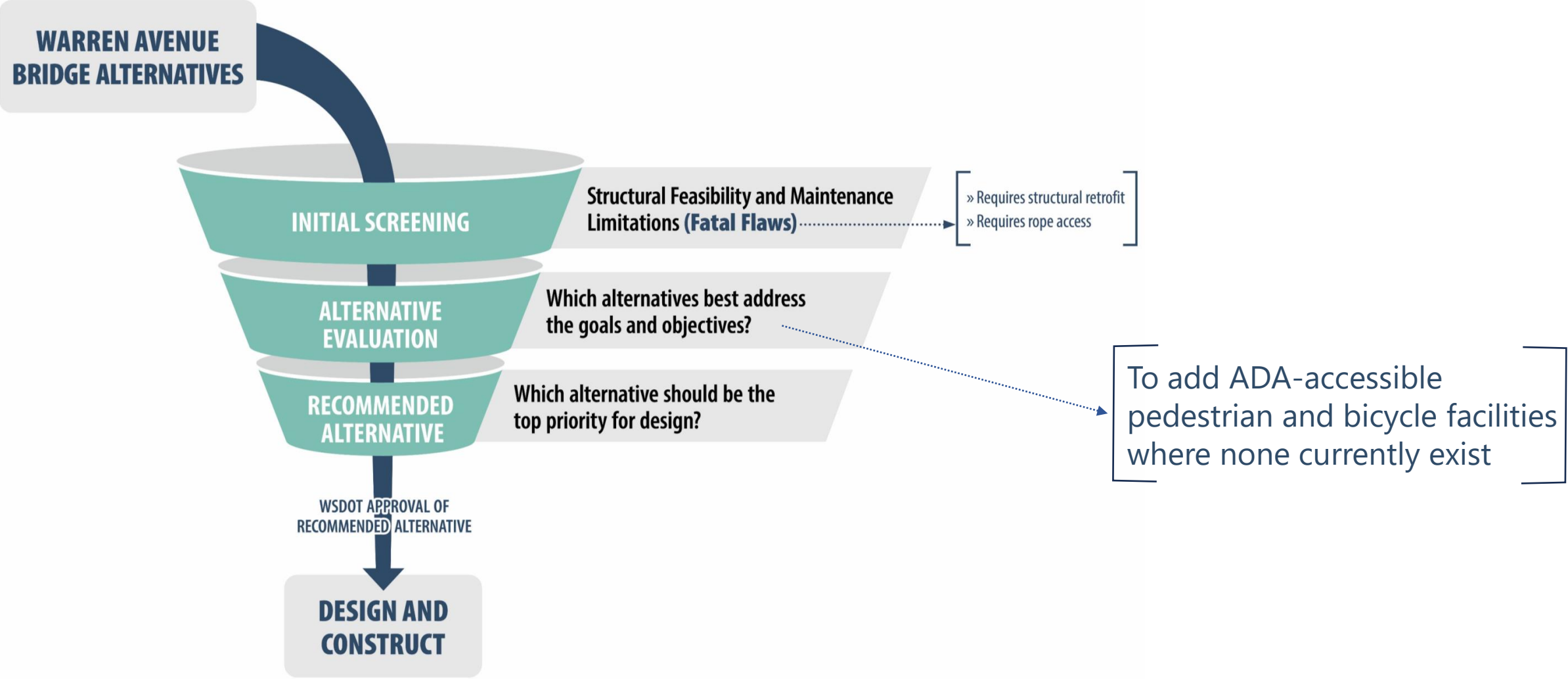
# Level 1 Screening – Recap

Seven alternatives remaining after initial screening:

	Alternative 1	Alternative 2	Alternative 3	Alternative 7	Alternative 7a	Alternative 8	Alternative 8a
Alternatives	8-foot clear width  Both sides	10-foot clear width  Both sides	12-foot clear width  Both sides	12-foot clear width on east side; 5-ft clear width on west side  Both sides	12-foot clear width  East side *	14-foot clear width on east side; 5-ft clear width on west side  Both sides	14-foot clear width  East side *
Origin	WSDOT recommendation	SR 303 Corridor Study preferred alternative	Larger 2-sided alternative assuming purchase of new UBIT	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)
Overlooks	8'x24', 4 total	6'x24', 4 total	No	No	No	No	No
Structural Feasibility	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bridge Fully ADA Compliant	Yes	Yes	Yes	Yes	No	Yes	No
Maintenance/Inspection Access	Existing UBIT	Existing UBIT	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT
Planning Level Project Cost (Design and Construction)	\$23.1M	\$25.6M	\$29.1M	\$23.0M	\$17.8M	\$25.6M	\$20.2M

 Feasible Alternative  
 Exceeds Project Budget

# Level 2 Screening – Community and Agency Feedback





# Key Preferences Determine Level 2 Screening

## Washington State Department of Transportation (WSDOT) provided guidance on meeting accessibility (ADA) requirements:

- Federal ADA regulations require projects to remove barriers and to bring systems into compliance.
- City requested clarification on alternatives that leave one side unimproved, which currently does not meet ADA requirements.
- WSDOT Office of Equity and Civil Rights would not be supportive of a design that did not remove ADA barriers when there are other viable options being considered that do meet ADA requirements.



## Level 2 Screening Criteria

**PREFERENCE 1** – Widening for pedestrian and bicycle use on both sides

# Key Preferences Determine Level 2 Screening

## City ADA Committee met on March 20 and provided the recommendations:

- Unanimously **opposed** to options that only built improvements on one side.
- Unanimously **opposed** to a 5' wide improvement on the west side of the bridge with a wider shared use path on the east side of the bridge
- Unanimously **supported** alternatives (2 and 3) which proposed at least a 10' wide path on each side of the bridge



## Level 2 Screening Criteria

**PREFERENCE 1** – Widening for pedestrian and bicycle use on both sides

**PREFERENCE 2** – Equal width walkways on both sides accommodating pedestrians and bicycles

**PREFERENCE 3** – Minimum walkway width of 10 feet or greater

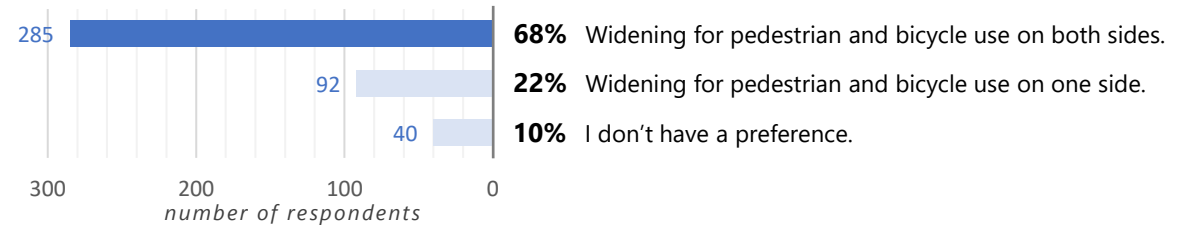
# Survey and Open House Feedback -> Screening Criteria

## Screening Criteria:

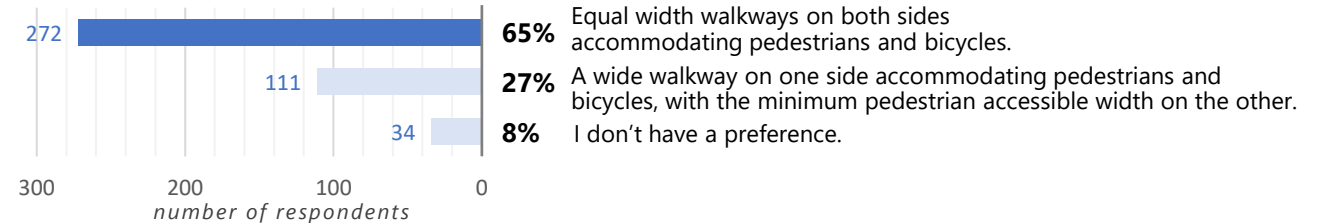
How closely does the alternative align with the public preferences expressed in the April 2023 survey and public open house?

- **Key preferences:**
  - Widening for pedestrian and bicycle use on both sides – **68%**
  - Equal width walkways on both sides accommodating pedestrians and bicycles – **65%**
  - Minimum walkway width of 10 feet or greater – **70%**

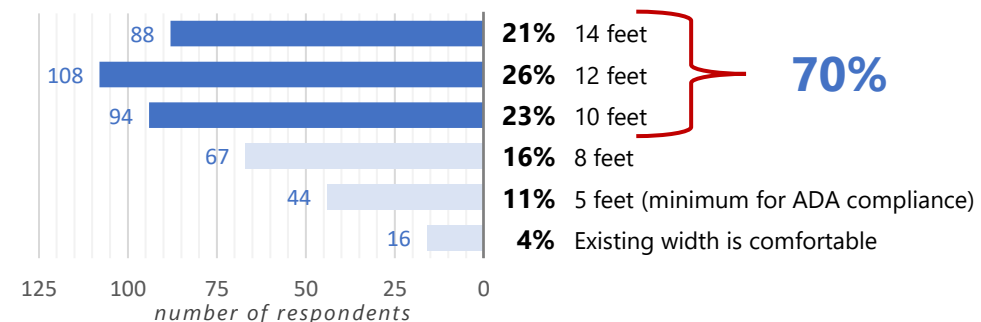
8) Do you have a preference for widening the walkways on only one side of the bridge or on both sides of the bridge?



9) If the project widens the walkways on both sides of the bridge, which would you prefer?



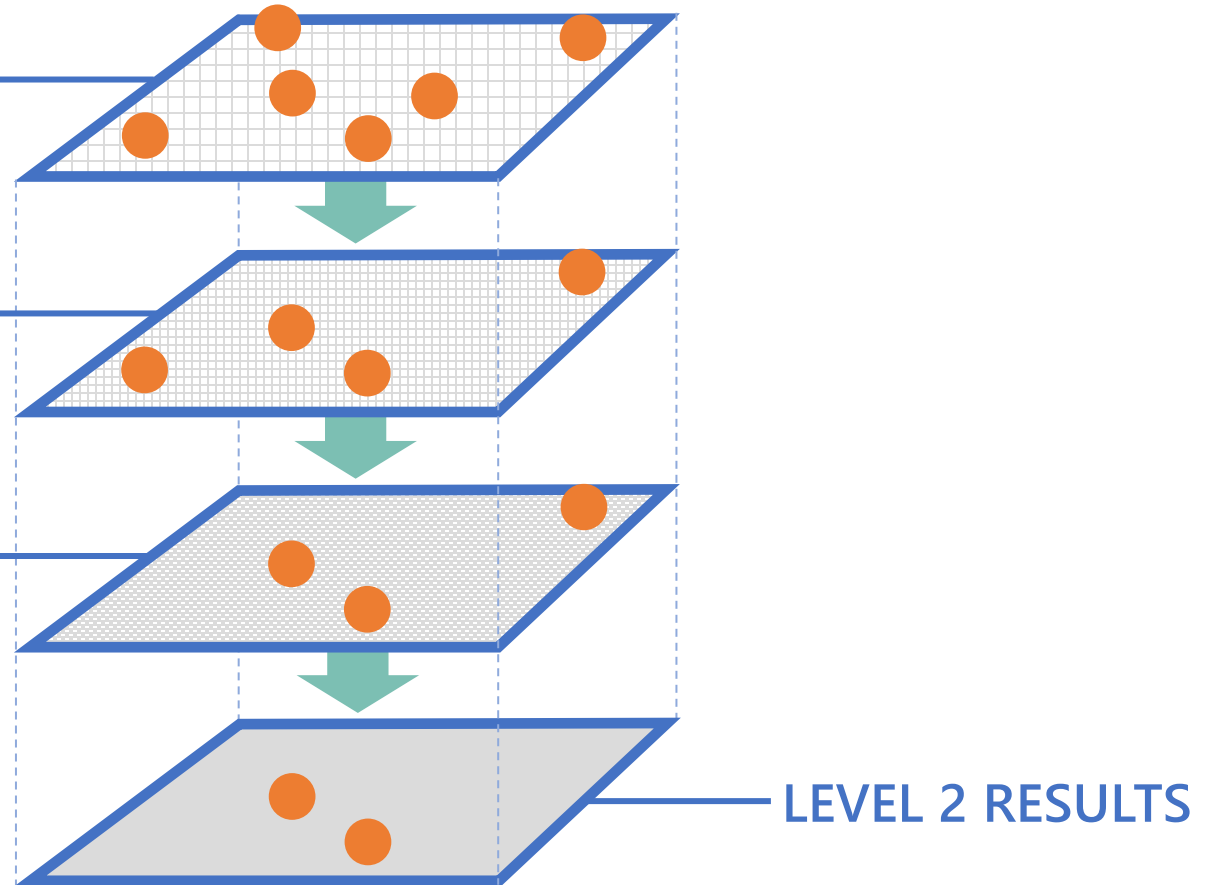
10) From your perspective, what minimum walkway width is needed to comfortably accommodate all pedestrians and bicyclists on the bridge?



# Level 2 Screening

## Screening Criteria:

- **PUBLIC PREFERENCE 1** — Widening for pedestrian and bicycle use on both sides
- **PUBLIC PREFERENCE 2** — Equal width walkways on both sides accommodating pedestrians and bicycles
- **PUBLIC PREFERENCE 3** — Minimum walkway width of 10 feet or greater



# Level 2 Screening

## Screening Criteria:

- PUBLIC PREFERENCE 1**  
 Widening for pedestrian and bicycle use on both sides
- PUBLIC PREFERENCE 2**  
 Equal width walkways on both sides accommodating pedestrians and bicycles
- PUBLIC PREFERENCE 3**  
 Minimum walkway width of 10 feet or greater

	Alternative 1	Alternative 2	Alternative 3	Alternative 7	Alternative 7a	Alternative 8	Alternative 8a
Alternatives	8-foot clear width  Both sides	10-foot clear width  Both sides	12-foot clear width  Both sides	12-foot clear width on east side; 5-ft clear width on west side  Both sides	12-foot clear width  East side *	14-foot clear width on east side; 5-ft clear width on west side  Both sides	14-foot clear width  East side *
Origin	WSDOT recommendation	SR 303 Corridor Study preferred alternative	Larger 2-sided alternative assuming purchase of new UBIT	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)
Overlooks	8'x24', 4 total	6'x24', 4 total	No	No	No	No	No
Structural Feasibility	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bridge Fully ADA Compliant	Yes	Yes	Yes	Yes	No	Yes	No
Maintenance/Inspection Access	Existing UBIT	Existing UBIT	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT
Planning Level Project Cost (Design and Construction)	\$23.1M	\$25.6M	\$29.1M	\$23.0M	\$17.8M	\$25.6M	\$20.2M

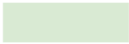

\* Original West Sound Cycle Club (WSCC) proposal was for the improvement to be on the west side of the bridge but was subsequently revised to east side of the bridge at the request of WSCC.

# Level 2 Screening

## Screening Criteria:

- PUBLIC PREFERENCE 1**  
 Widening for pedestrian and bicycle use on both sides
- PUBLIC PREFERENCE 2**  
 Equal width walkways on both sides accommodating pedestrians and bicycles
- PUBLIC PREFERENCE 3**  
 Minimum walkway width of 10 feet or greater

	Alternative 1	Alternative 2	Alternative 3	Alternative 7	Alternative 7a	Alternative 8	Alternative 8a
Alternatives	8-foot clear width	10-foot clear width	12-foot clear width	12-foot clear width on east side; 5-ft clear width on west side	12-foot clear width	14-foot clear width on east side; 5-ft clear width on west side	14-foot clear width
	Both sides	Both sides	Both sides	Both sides	East side *	Both sides	East side *
Origin	WSDOT recommendation	SR 303 Corridor Study preferred alternative	Larger 2-sided alternative assuming purchase of new UBIT	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)
Overlooks	8'x24', 4 total	6'x24', 4 total	No	No	No	No	No
Structural Feasibility	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bridge Fully ADA Compliant	Yes	Yes	Yes	Yes	No	Yes	No
Maintenance/Inspection Access	Existing UBIT	Existing UBIT	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT
Planning Level Project Cost (Design and Construction)	\$23.1M	\$25.6M	\$29.1M	\$23.0M	\$17.8M	\$25.6M	\$20.2M



 Feasible Alternative  
 Eliminated Alternative

# Level 2 Screening

## Screening Criteria:

- PUBLIC PREFERENCE 1**  
 Widening for pedestrian and bicycle use on both sides
- PUBLIC PREFERENCE 2**  
 Equal width walkways on both sides accommodating pedestrians and bicycles
- PUBLIC PREFERENCE 3**  
 Minimum walkway width of 10 feet or greater

	Alternative 1	Alternative 2	Alternative 3	Alternative 7	Alternative 7a	Alternative 8	Alternative 8a
Alternatives	8-foot clear width	10-foot clear width	12-foot clear width	12-foot clear width on east side; 5-ft clear width on west side	12-foot clear width	14-foot clear width on east side; 5-ft clear width on west side	14-foot clear width
	Both sides	Both sides	Both sides	Both sides	East side *	Both sides	East side *
Origin	WSDOT recommendation	SR 303 Corridor Study preferred alternative	Larger 2-sided alternative assuming purchase of new UBIT	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)
Overlooks	8'x24', 4 total	6'x24', 4 total	No	No	No	No	No
Structural Feasibility	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bridge Fully ADA Compliant	Yes	Yes	Yes	Yes	No	Yes	No
Maintenance/Inspection Access	Existing UBIT	Existing UBIT	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT
Planning Level Project Cost (Design and Construction)	\$23.1M	\$25.6M	\$29.1M	\$23.0M	\$17.8M	\$25.6M	\$20.2M

 Feasible Alternative  
 Eliminated Alternative

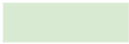



# Level 2 Screening

## Screening Criteria:

- PUBLIC PREFERENCE 1**  
 Widening for pedestrian and bicycle use on both sides
- PUBLIC PREFERENCE 2**  
 Equal width walkways on both sides accommodating pedestrians and bicycles
- PUBLIC PREFERENCE 3**  
 Minimum walkway width of 10 feet or greater

	Alternative 1	Alternative 2	Alternative 3	Alternative 7	Alternative 7a	Alternative 8	Alternative 8a
Alternatives	8-foot clear width	10-foot clear width	12-foot clear width	12-foot clear width on east side; 5-ft clear width on west side	12-foot clear width	14-foot clear width on east side; 5-ft clear width on west side	14-foot clear width
	Both sides	Both sides	Both sides	Both sides	East side *	Both sides	East side *
Origin	WSDOT recommendation	SR 303 Corridor Study preferred alternative	Larger 2-sided alternative assuming purchase of new UBIT	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)
Overlooks	8'x24', 4 total	6'x24', 4 total	No	No	No	No	No
Structural Feasibility	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bridge Fully ADA Compliant	Yes	Yes	Yes	Yes	No	Yes	No
Maintenance/Inspection Access	Existing UBIT	Existing UBIT	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT
Planning Level Project Cost (Design and Construction)	\$23.1M	\$25.6M	\$29.1M	\$23.0M	\$17.8M	\$25.6M	\$20.2M

 Feasible Alternative  
 Eliminated Alternative

# Level 2 Screening

## Screening Criteria:

- PUBLIC PREFERENCE 1**  
 Widening for pedestrian and bicycle use on both sides
- PUBLIC PREFERENCE 2**  
 Equal width walkways on both sides accommodating pedestrians and bicycles
- PUBLIC PREFERENCE 3**  
 Minimum walkway width of 10 feet or greater

	Alternative 1	Alternative 2	Alternative 3	Alternative 7	Alternative 7a	Alternative 8	Alternative 8a
Alternatives	8-foot clear width	10-foot clear width	12-foot clear width	12-foot clear width on east side; 5-ft clear width on west side	12-foot clear width	14-foot clear width on east side; 5-ft clear width on west side	14-foot clear width
Origin	WSDOT recommendation	SR 303 Corridor Study preferred alternative	Larger 2-sided alternative assuming purchase of new UBIT	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)	WSCC option plus 5' for ADA access on opposite side	WSCC option as presented to Council (2021)
Overlooks	8'x24', 1 total	6'x24', 4 total	No	No	No	No	No
Structural Feasibility	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bridge Fully ADA Compliant	Yes	Yes	Yes	Yes	No	Yes	No
Maintenance/Inspection Access	Existing UBIT	Existing UBIT	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT	Larger UBIT
Planning Level Project Cost (Design and Construction)	\$23.1M	\$25.6M	\$29.1M	\$23.0M	\$17.8M	\$25.6M	\$20.2M

Feasible Alternative  
 Eliminated Alternative

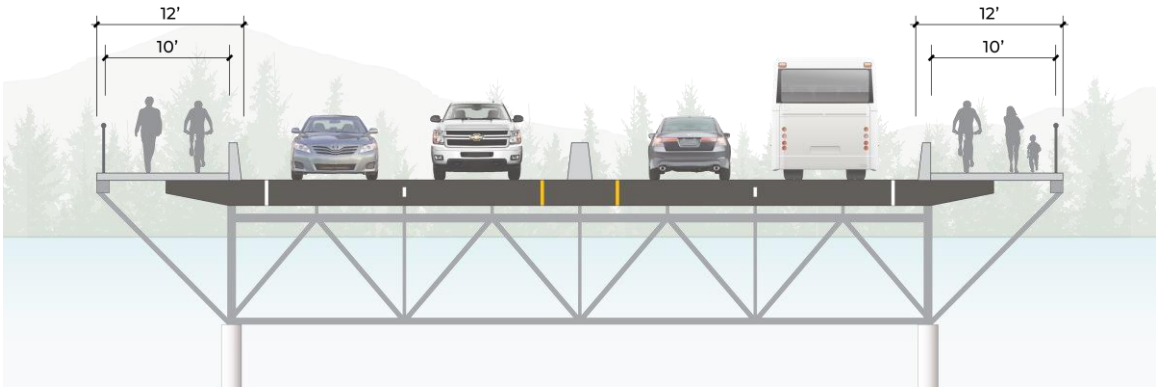
# Level 2 Screening

## Two alternatives remain after Level 2 screening:

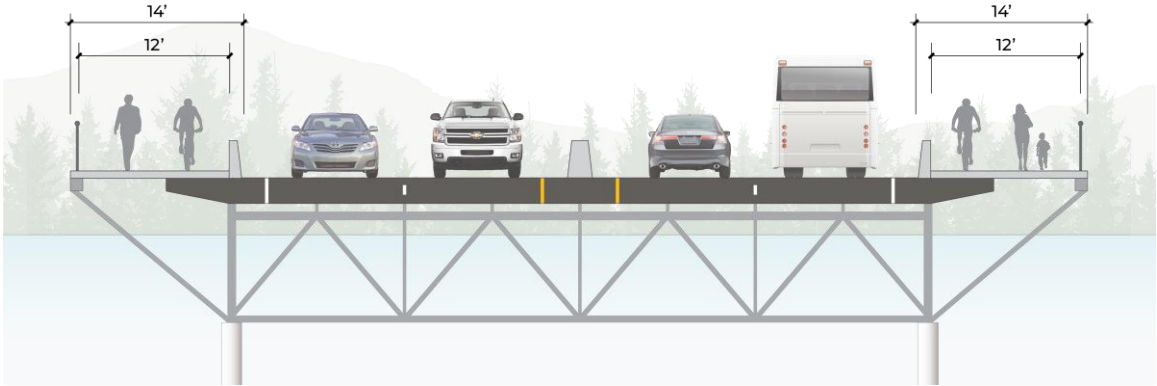
	Alternative 2	Alternative 3
<b>Alternatives</b>	10-foot clear width  Both sides	12-foot clear width  Both sides
<b>Origin</b>	SR 303 Corridor Study preferred alternative	Larger 2-sided alternative assuming purchase of new UBIT
<b>Overlooks</b>	6'x24', 4 total	No
<b>Structural Feasibility</b>	Yes	Yes
<b>Bridge Fully ADA Compliant</b>	Yes	Yes
<b>Maintenance/Inspection Access</b>	Existing UBIT	Larger UBIT
<b>Planning Level Project Cost (Design and Construction)</b>	\$25.6M	\$29.1M
<b>*Costs are in 2023 \$\$ and not projected into 2029</b>		

Feasible Alternative  
 Exceeds Project Budget

### Alternative 2



### Alternative 3



# Level 3 Recommended Screening Criteria

## BUDGET / PROJECT COST

- The current available budget for design and construction is **\$26.5M**
- Keeping the project within the available budget is critical
- Alternative 3 exceeds the available budget
- Alternative 2 is within budget and is the preferred alternative; however, design and permitting will include Alternative 3 as an **additive bid item** (Add alternates are additional items of work that may be awarded as part of the contract if the bids in come within the budget specified in the contract.)

## CITY'S NEXT STEPS

- Work with legislative partners to ensure funding is available in 2025
- Ongoing consultation with WSDOT on mitigation regarding use of a larger UBIT
- Feasibility report will be finished this summer and then move into design this fall.

	Alternative 2	Alternative 3
Alternatives	10-foot clear width Both sides	12-foot clear width Both sides
Origin	SR 303 Corridor Study preferred alternative	Larger 2-sided alternative assuming purchase of new UBIT
Overlooks	6'x24', 4 total	No
Structural Feasibility	Yes	Yes
Bridge Fully ADA Compliant	Yes	Yes
Maintenance/Inspection Access	Existing UBIT	Larger UBIT
Planning Level Project Cost (Design and Construction) <small>*Costs are in 2023 \$\$ and not projected into 2029</small>	\$25.6M	\$29.1M

# June Open House Comments

- A total of 27 comments from 13 individuals were received during the June 12, 2023 Open House
- Comment themes included:

- **Could the project only widen one side of the bridge to allow funding of off-structure improvements now?**

- The project's goal is to provide ADA accessibility on the bridge and improvement off of the bridge are being considered secondarily to the on-bridge improvement.
- The survey results and input from the City's ADA Committee demonstrated a public preference to widening both sides of the bridge equally.
- The remainder of the work including Bridge to Bridge trail connections will be programmed as future capital projects with separate funding.

- **Could the city consider pursuing additional funding for wider walkways or off-structure improvements?**

- The City is working to deliver the bridge improvements within the budget that is available. The funding is provided by the State of Washington Legislature which provides the City with more efficiency than federal funding sources. Adding federal funding to the project would add complexity and requirements that would increase the project cost.

- **How does the project connect with downtown Bremerton and Kitsap Way?**

- The City has a nonmotorized plan and comprehensive plan that provide more information about future planned improvements. Updates to the nonmotorized plan and comprehensive plan are ongoing and public input will be sought for each. Projects will be implemented as funding is obtained.

- **How has the City addressed structural considerations including bridge lifespan, earthquakes, and design criteria?**

- WSDOT's bridge preservation office is responsible for maintenance of the bridge and has not identified a projection for replacement of the bridge.
- The Warren Avenue bridge received a seismic retrofit in 1994 and was most recently inspected by WSDOT in 2022.
- WSDOT's design for the new walkways will meet AASHTO LRFD and WSDOT design standards.

# June Open House Comments

- **Will 11' travel lanes remain on the bridge?**
  - Yes
- **Will walkways be delineated to separate bicycles and pedestrians?**
  - The walkways are intended to be shared and not channelize users in any specific movement pattern. As usage of the facilities increases, the City will continue to monitor the need for any future channelization.
- **How will the walkway railing be changed?**
  - WSDOT's standard for railing on bridges where bicycle traffic is anticipated is 54". Railing design will be coordinated with WSDOT as the design progresses.
- **Will sound reduction be included between vehicles and the walkways?**
  - Sound reduction has not been considered to date but will be reviewed for feasibility for inclusion in the design.
- **How is the City addressing safety concerns at the connection points?**
  - The project will include enhanced lighting on the bridge to improve user visibility.
  - All future off-bridge projects will also be evaluated for appropriate lighting and visibility.
  - Safety of users is a high priority for the City and considered closely when making all decisions, from landscaping to lighting.
- **How is the City planning for construction impacts to vehicles, pedestrians, and bicyclists?**
  - The City's goal is to minimize the impact to the traveling public. The project will include detailed construction phasing, traffic control and detour planning. This information will be shared with the community as the project progresses.
- **How much added cost will be incurred for design of wider walkways using the additive/alternate approach?**
  - The City is working with WSDOT to confirm these costs and will continue to assess the feasibility of progressing the 12' walkways as design progresses.



# Off Bridge Connectivity Concepts

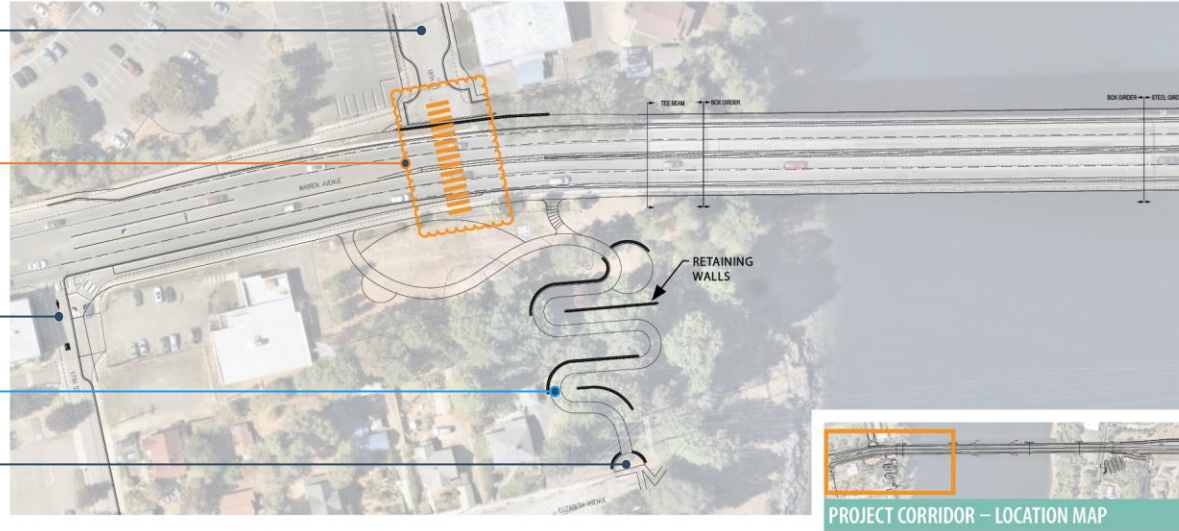
18TH STREET RAMP CLOSURE

POTENTIAL NON-MOTORIZED CONNECTION (TUNNEL)

17TH STREET ONE-WAY EASTBOUND CONVERSION

ROTO VISTA PARK PATHWAY

ELIZABETH AVENUE CONNECTION



TUNNEL .....\$10.0M

LEBO BOULEVARD PATHWAY.....\$2.6M

ROTO VISTA PARK PATHWAY.....\$2.2M

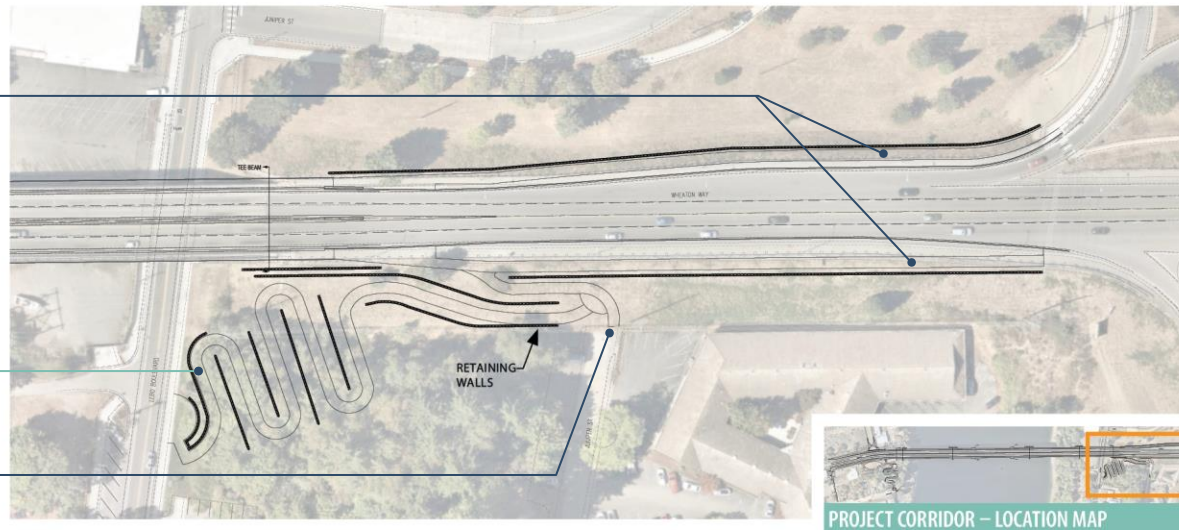
ROADWAY/SIDEWALK IMPROVEMENTS.....\$5.8M

**Note:** The above listed projects are examples of potential off bridge improvements and are conceptual designs only. Public outreach efforts will occur once additional funding is obtained to identify the community's preferred off bridge improvements.

SIDEWALK EXTENSION ALONG WHEATON WAY

LEBO BOULEVARD PATHWAY

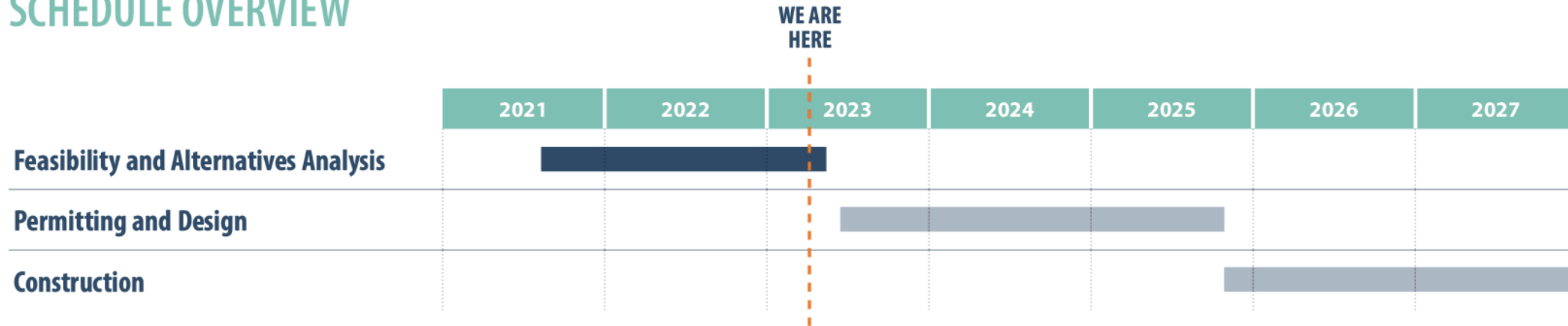
JUNIPER STREET CONNECTION





# Schedule & Upcoming Events

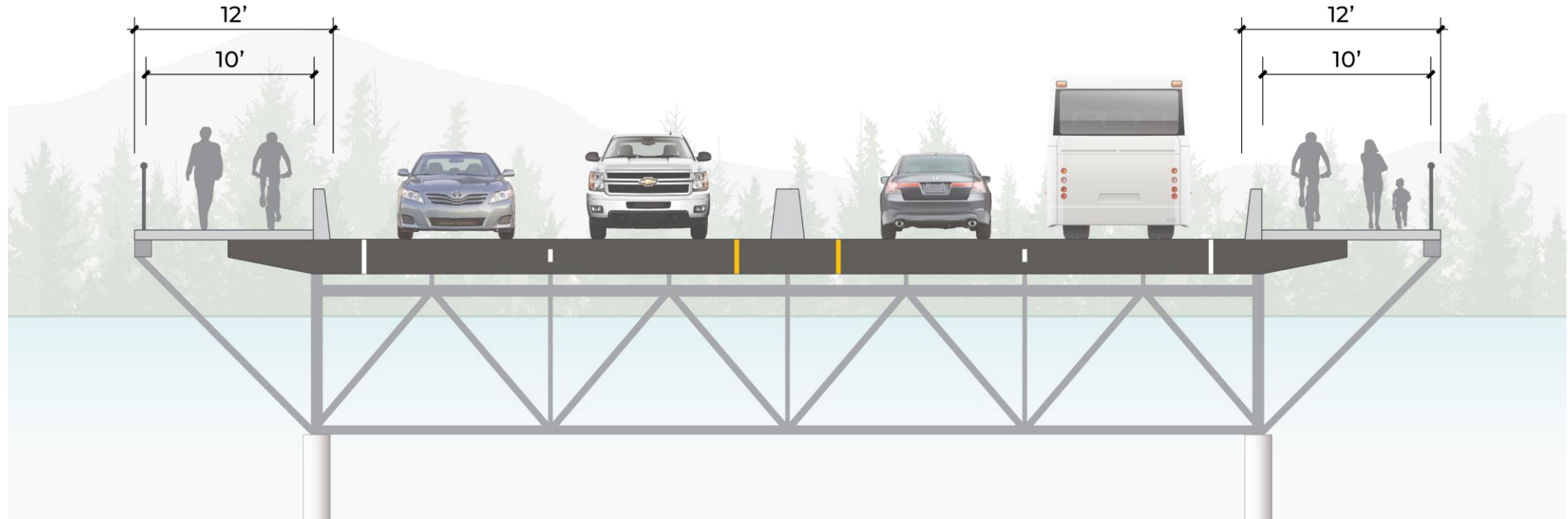
## SCHEDULE OVERVIEW



## FEASIBILITY AND ALTERNATIVES ANALYSIS



# Contact Info



## Project Contact:

Shane Weber, PE

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

Managing Engineer, City of Bremerton

345 6th Street, Suite 600

Bremerton, WA 98337

360-473-2354

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

**Item A3 – Public Comments**

**From:** [Thomas Knuckey](#)  
**To:** [City Council](#)  
**Cc:** [Greg Wheeler](#); [Ned Lever](#); [Shane Weber](#); [Vicki Grover](#)  
**Subject:** FW: Letter and attached pdf of Warren Avenue Bridge upgrades  
**Date:** Tuesday, July 11, 2023 3:53:58 PM  
**Attachments:** [2023-0707 Warren-Alts Revised.pdf](#)

---

Council – you’ve received recent input on the Warren Avenue Bridge project that merits response ahead of the presentation tomorrow night. First, a graphic was distributed at a recent study session that I subsequently received and forwarded to Engineering for comment - a mark-up of that graphic is attached. Second, you received the e-mail below that presents one stakeholder group’s perspective and recommendations for the project. While it’s clear that this input stems from sincere passion for the project, we request Council consider the following as the future of the Warren Avenue Bridge project is discussed tomorrow:

- The City has \$26.5M in grant funds to deliver the project; \$1.5M for design and \$25M for construction. To date we’ve expended approximately \$500K of our design funds evaluating options, leaving \$1M to complete permitting and design. Design and permitting is expected to take approximately 2-years to complete.
- Our construction cost estimates are based on construction starting in 2025; however, our construction funding is currently not programmed for this time period. To secure 2025 construction funding we must successfully lobby the legislature to move the funding forward, and in discussions with our lobbyist we understand to have a chance at success at this, we must be under design by this September at the latest.
- Public Works has no hidden agenda regarding sidewalk widths, or the scope of the project. Staff agree that “bigger is better” but have worked to deliver recommendations to meet all stakeholder needs, within budget. Regarding past studies and recommendations:
  - In 2016 staff completed a feasibility study that recommended 8-ft sidewalks on both sides of the bridge. The 8-ft width was selected in an attempt to reduce project costs to allow the project to be delivered using our typical grant processes, but later concluded that width was insufficient to meet multimodal needs.
  - In early 2021 the SR303 corridor study was completed through a public process that recommended 10-ft shared use paths with bump outs on both sides of the bridge. This alternative was subsequently used to develop the cost estimates that were the basis of the legislative appropriations we received.
- There is no guarantee we would be successful in securing additional grants for the project.
- All project funding is currently from the State, and so the project is not federalized. Adding Federal funding to the project would likely increase project costs on the order of 30% to comply with federal rules.
- In our experience we are successful in securing grant funding when we eliminate gaps in a system. Follow-on projects on both ends of the bridge would be seen as system gaps, and grant funding to deliver those project could be pursued through subsequent grant programs.

**Tom Knuckey, P.E.**

Director of Public Works & Utilities  
City of Bremerton

Desk (360) 473-2376/Cell (360) 710-0039

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

---

**From:** Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>

**Sent:** Monday, July 10, 2023 8:09 PM

**To:** Thomas Knuckey <[Thomas.Knuckey@ci.bremerton.wa.us](mailto:Thomas.Knuckey@ci.bremerton.wa.us)>; Ned Lever <[Ned.Lever@ci.bremerton.wa.us](mailto:Ned.Lever@ci.bremerton.wa.us)>; Shane Weber <[Shane.Weber@ci.bremerton.wa.us](mailto:Shane.Weber@ci.bremerton.wa.us)>

**Cc:** Bryan MConaughy <[bryan@bmconsulting.net](mailto:bryan@bmconsulting.net)>; Jennifer Hayes <[Jennifer.Hayes@ci.bremerton.wa.us](mailto:Jennifer.Hayes@ci.bremerton.wa.us)>

**Subject:** FW: Letter and attached pdf of Warren Avenue Bridge upgrades

FYI...

---

**From:** dianne iverson <[diverson1950@gmail.com](mailto:diverson1950@gmail.com)>

**Sent:** Monday, July 10, 2023 1:32 PM

**To:** Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>; Jeff Coughlin <[Jeff.Coughlin@ci.bremerton.wa.us](mailto:Jeff.Coughlin@ci.bremerton.wa.us)>; Eric Younger <[eric.younger@ci.bremerton.wa.us](mailto:eric.younger@ci.bremerton.wa.us)>; Michael Goodnow <[Michael.Goodnow@ci.bremerton.wa.us](mailto:Michael.Goodnow@ci.bremerton.wa.us)>; Anna Mockler <[Anna.Mockler@ci.bremerton.wa.us](mailto:Anna.Mockler@ci.bremerton.wa.us)>; Denise Frey <[Denise.Frey@ci.bremerton.wa.us](mailto:Denise.Frey@ci.bremerton.wa.us)>; Jennifer Chamberlin <[Jennifer.Chamberlin@ci.bremerton.wa.us](mailto:Jennifer.Chamberlin@ci.bremerton.wa.us)>; Quinn Dennehy <[Quinn.Dennehy@ci.bremerton.wa.us](mailto:Quinn.Dennehy@ci.bremerton.wa.us)>

**Cc:** dianne iverson <[diverson1950@gmail.com](mailto:diverson1950@gmail.com)>

**Subject:** Letter and attached pdf of Warren Avenue Bridge upgrades

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Wheeler, President Coughlin, and Bremerton City Council members,

I have been a member of the Warren Avenue Bridge Stakeholder Advisory Group representing West Sound Cycling Club. Attached to this email is a summary of West Sound Cycling Club's recommendation based on the information learned during the past two years of planning. Common sense and research support WSCC's position that wider paths are safer, and connectivity of the bridge to neighborhoods is essential for a multi-modal bridge upgrade to be a good investment.

### Bridge Options

As a resident of Bremerton, I am excited about future improvements to the Warren Avenue Bridge, and I am especially happy that the public and the council have the opportunity to view more than one viable option. You now have the most difficult task of choosing a safe option for all ages and abilities and living within a budget. At no time did the public or the stakeholder advisory group have to wrestle with prioritizing alternatives *based on monies available*. You have been given that task.

Since many current council members were not on council in 2021 when the stakeholder advisory group was formed, I'd like to take this opportunity to summarize the last 27 months from the eyes of this particular committee member.

In March of 2021 the city's public works department recommended the Council endorse 8-foot sidewalks on both sides of the Warren Avenue Bridge. Since an 8-foot sidewalk is not "multimodal", bikes would, supposedly, use the bridge deck, except, of course, they wouldn't. The bridge deck is extremely dangerous for cyclists. This staff recommendation to Council was made with **no community input**. Thankfully, the Bremerton City Council intervened to keep consideration of other viable alternatives alive.

On April 7, 2021 the Council voted 7 to 0 to approve funding for a design study but amended the motion to include consideration of WSCC's recommendation of a 12- to 14-foot path on one side of the bridge. Cost and structural feasibility were key issues the city and the state needed to explore. Now after more than two years there are *several* viable alternatives for the Council to consider.

**Width of bridge shared use paths:**

The state of Washington recommends 12- and 14-foot paths on bridges when possible. Cycling throughout Puget Sound our bike club members have experienced cycling on bridges with 8-, 10-, 12-, 14- and 16-foot paths. Wider paths are safer and attract more users of all ages and abilities.

After more than 24 months of planning we now know that a 12- or 14-foot path on the Warren Avenue Bridge is structurally feasible. This is great news! Based on survey results from the community, 12- and 14-foot paths are strongly preferred. We encourage the City Council to choose a 12 or 14 foot path on at least one side of the bridge in order to make it safer for all of us. The Community wants it and research supports it. Wider paths are safer.

**Inspection of bridge:**

After attending the November 30th, 2022 stakeholders committee meeting, I wrote WSDOT a letter describing my frustration that their mandates were a barrier to Bremerton choosing a safe multi-modal design for our bridge. A reply was received within 10 days addressed to me, the Mayor, the Council, and the staff. WSDOT is no longer the problem. There are UBITs (Under bridge inspection trucks) that can accommodate our bridge as well as future bridge upgrades throughout the state of Washington in communities far and wide - contrary to statements made earlier in the planning process. The UBIT barrier to inspecting the Warren Avenue Bridge is no longer a **fatal flaw** as described by Public Works during Warren Avenue Bridge stakeholders' meetings.

**Budget:**

How are multimodal improvements to the Warren Avenue Bridge being funded?

At this time \$25,000,000 was allocated by the legislature through Move Ahead Washington in order to upgrade the Warren Avenue Bridge. This is in addition to the \$1.5M the legislature allocated for the design. Additional resources will be needed to establish connectivity between the bridge and surrounding neighborhoods - *without which improvements to the bridge are meaningless*. The six connectors are: NE at Sheridan Park, SE at Roto Vista Park, NW at Clare Avenue, SW through Olympic College, east-west connectivity under Warren Avenue at the north end of the bridge at Callahan, and east-west connectivity through a tunnel under Warren Avenue at the south end of the bridge. All six connectors are in current transportation plans.

WSSC recommends applying for additional resources **now** to fund a wide bridge path and its connectors. Since the Move Ahead Washington funds for the Warren Avenue Bridge are not available until 2029, the city has time to get our bridge and its connections to adjacent neighborhoods shovel ready by applying for additional funds to build the important connectors and associated park improvements as soon as possible. **The Move Ahead Washington commitment of resources will entice others to fund the needed gaps that will provide connectivity to our non-motorized plan.** Many funding sources prefer filling in the gaps after initial commitments have been made. Let's use this opportunity now to get "gap" funding.

We request that Bremerton City Council prioritize grant funding for the important connectors through Roto Vista Park, the tunnel under Warren Avenue connecting to Upper Roto Vista Park, and Sheridan Park. Park improvements are essential for the Bridge to Bridge Loop Trail, and for non-motorized north-south travel. These improvements will be funded by transportation dollars - improvements Bremerton's Parks and Recreation Department cannot accomplish on its own.

Waiting until 2029 to invest in them is not strategic. Applying for grants now will show the state legislature that Bremerton is committed to upgrading the Warren Avenue Bridge. It should improve our "shovel readiness" status and future legislatures might choose to move Warren Avenue Bridge improvements to an earlier date.

**Lessons learned:**

Communities throughout Puget Sound and the Pacific Northwest have been leading the way on multi-modal improvements. Let's learn from them. Bridges are safer when the shared use path meets current standards. Here's a short list of bridges we have cycled in our state recently that meet the state's recommended shared use path width of 12 to 14 feet:

- SR 520 Evergreen Floating Bridge: Completed 2017. 14-foot wide path, Medina to U of Washington
- West Sammamish River Bridge, Completed 2022. 16-foot wide path, 68th avenue in Kenmore, WA
- Dungeness Railroad bridge, Completed 2023. 12-foot path over Dungeness River in Sequim, WA.
- Main Street Bridge, Completed 2022. A 12.5-foot path and an 8-foot path in Bellevue, WA over SR 405

WSSC supports a 12- or 14-foot path on one side of the bridge at a minimum. Bridge Alternatives 7, 8 and X all have a path of at least 12 feet on one side. Given current funding constraints, WSSC prefers option X with 8 feet on the west side and 12 feet on the east side. (See attached document)

Thank you for your time and leadership on behalf of the citizens of Bremerton. We, like you, are excited about these future investments in Bremerton.

Many thanks to the leadership of key stakeholders. First of all, we thank the Bremerton City Council on their vote of March 2021, especially Council members Younger and Goodnow. We also thank Council President Coughlin for joining WSCC on a ride to learn about cycling 8-, 10-, 12 and 14-foot shared use paths on Seattle's floating bridges. We thank State Senator Emily Randall for cycling with us on the same route in order to understand these same issues. And, we thank WSDOT for being part of the solution so that our community can choose a safer, connected multi-modal bridge. Most of all we thank the Washington state legislature for the allocation of \$26.5m to initiate the planning, design, and construction of multi-modal improvements to Bremerton's Warren Avenue Bridge.

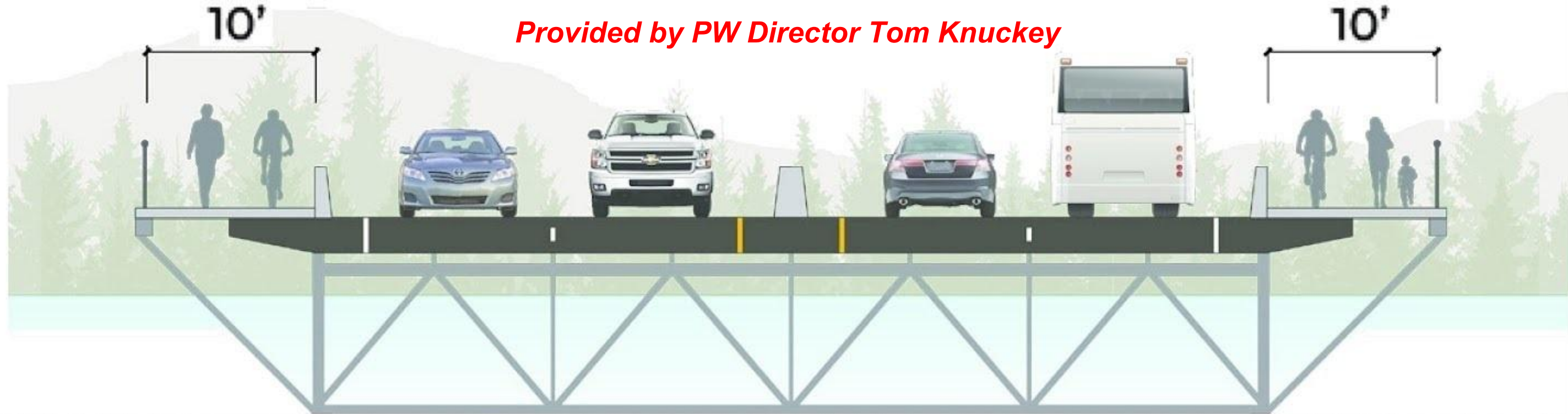
WSCC is excited to be part of this endeavor. If anyone on Council or staff wants to cycle the Lake Washington floating bridges this summer, we are happy to lead another bike ride to show you bridges that have 8, 10 and 14 foot wide shared use paths on them.

Dianne Iverson  
360 990 4445  
[diverson1950@gmail.com](mailto:diverson1950@gmail.com)  
West Sound Cycling Club board member  
Warren Avenue Bridge stakeholders committee member



# ALTERNATIVE 2

Cost Estimate:  
\$25.6M



Provided by PW Director Tom Knuckey

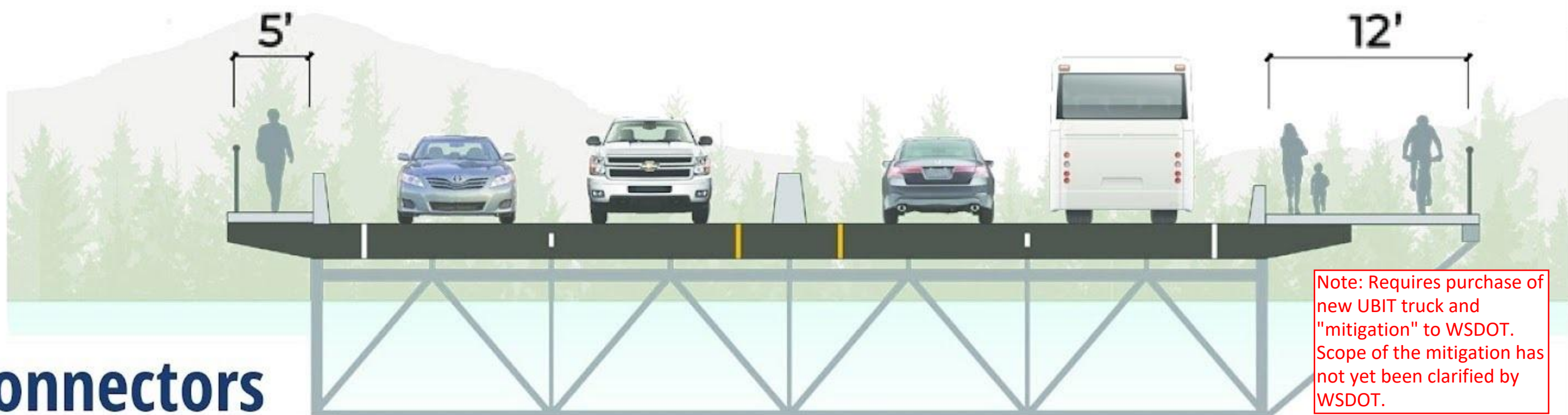
# ALTERNATIVE 7

Cost Estimate:

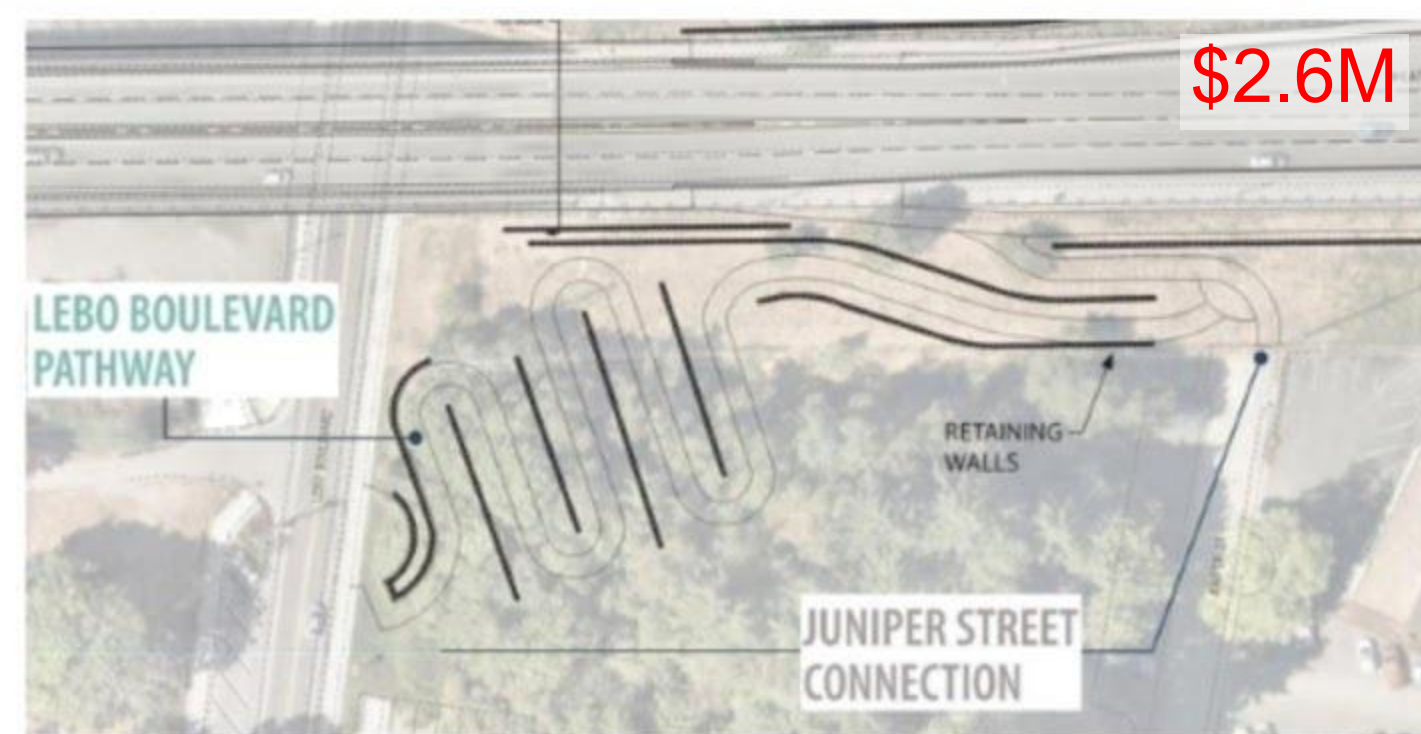
**+** \$23.0M  
\$4.8M for connectors

for street improvements to connectors

~\$1.0M  
\$28.8M

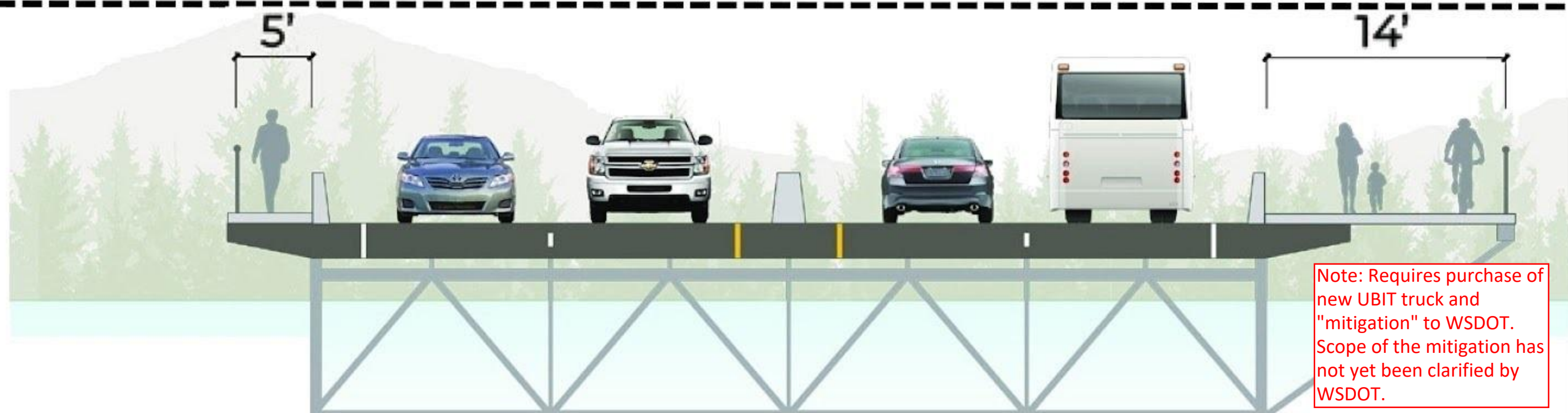


Note: Requires purchase of new UBIT truck and "mitigation" to WSDOT. Scope of the mitigation has not yet been clarified by WSDOT.



# ALTERNATIVE 8

Cost Estimate:  
\$25.6M

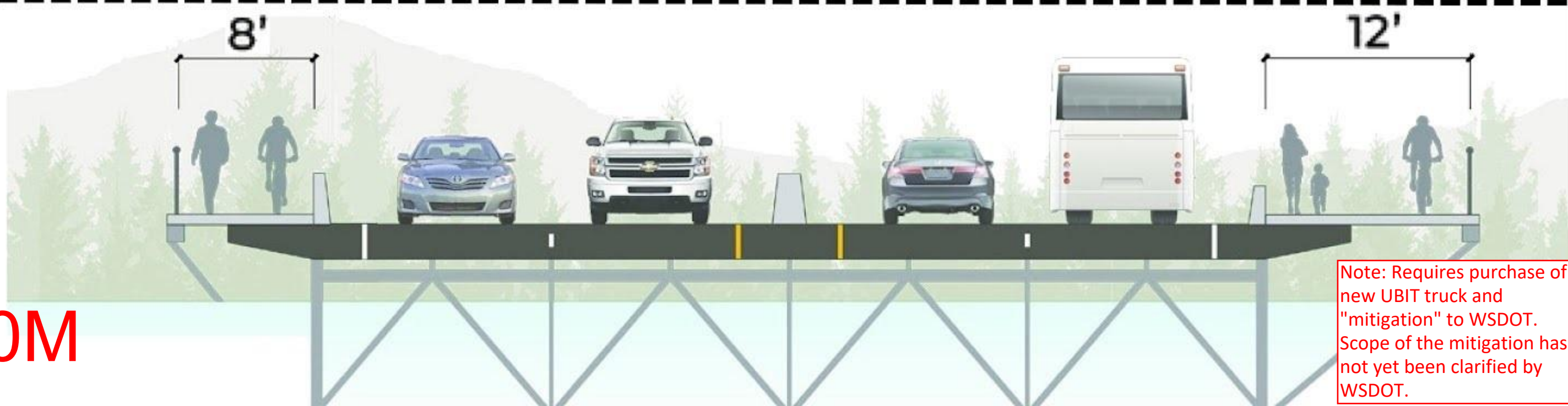


Note: Requires purchase of new UBIT truck and "mitigation" to WSDOT. Scope of the mitigation has not yet been clarified by WSDOT.

# ALTERNATIVE X

Cost Estimate:

~~~\$25.6M~~ \$27.0M



Note: Requires purchase of new UBIT truck and "mitigation" to WSDOT. Scope of the mitigation has not yet been clarified by WSDOT.



# ALTERNATIVE 2

Cost Estimate:  
\$25.6M



# ALTERNATIVE 7

Cost Estimate:  
+ \$23.0M  
+ \$ 2.6M for connectors



# ALTERNATIVE 8

Cost Estimate:  
\$25.6M



# ALTERNATIVE X

Cost Estimate:  
~ \$25.6M



# Warren Avenue Bridge and its Connectors

WSSC recommendations, Summer of 2023

- Overview
- NE Connector
- SE Connector
- Tunnel under SR 303

**Warren Avenue Bridge Multi-modal Improvements and their connectors**  
**WSCC Position Paper**  
**Summer of 2023**

**1. Warren Avenue Bridge Multimodal Improvements: Bridge only**

Alternatives to bridge

#2. 10 feet on both sides. (Absolutely NO)

#7. 12 feet on east side and 5 feet on west side.

#8. 14 feet on east side and 5 feet on west side

#X. 12 feet on east side and 8 feet on west side. (Preferred by WSCC)

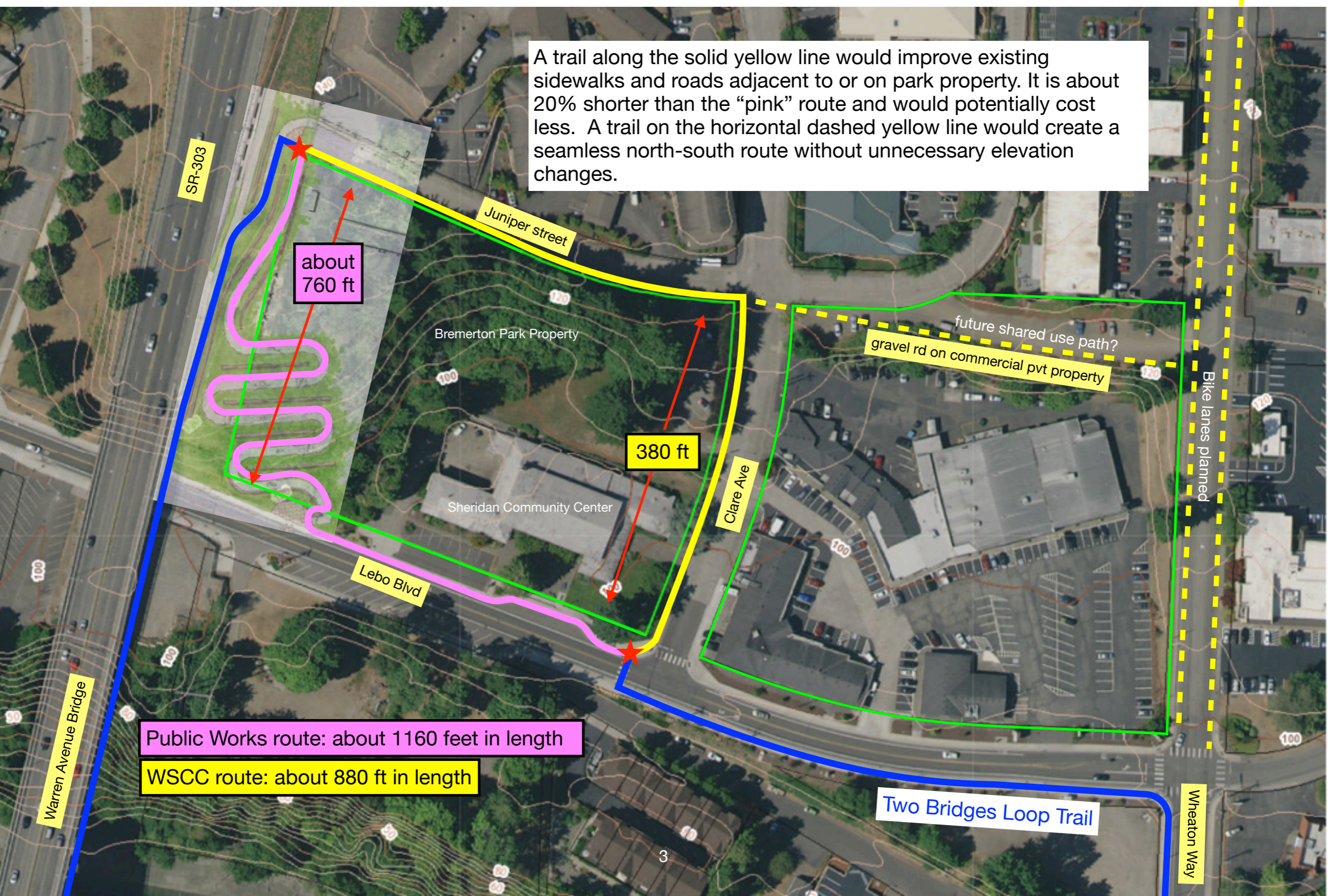
**2. Connection between NE corner of bridge and Lebo Blvd**

WSCC supports a multi-modal shared use path connection on the NE corner of the Warren Avenue Bridge at Juniper Street in place of the switchback trail as described in slide 4. This multi-modal route would be about 20% shorter and would dramatically improve the walkability of Juniper street for residents of the adjacent assisted living facility. See photographs taken in December of 2022 on slide 5.

**See a graphic of these routes on the next page**



# A Comparison of two possible Lebo-Bridge routes



A trail along the solid yellow line would improve existing sidewalks and roads adjacent to or on park property. It is about 20% shorter than the “pink” route and would potentially cost less. A trail on the horizontal dashed yellow line would create a seamless north-south route without unnecessary elevation changes.

about 760 ft

380 ft

Public Works route: about 1160 feet in length

WSSC route: about 880 ft in length

Two Bridges Loop Trail

future shared use path?  
gravel rd on commercial pvt property

Bike lanes planned

Wheaton Way

Warren Avenue Bridge

SR-303

Juniper street

Clare Ave

Lebo Blvd

Bremerton Park Property

Sheridan Community Center



## A Comparison of two possible Lebo-Bridge routes

A switchbacked or markedly curved trail may be more difficult for bikes to negotiate safely, and walkers will be tempted to cut corners. People walking or in wheelchairs may find it easier to take the shorter route via Juniper St. and Clare Ave.



Juniper Street is between 2 and 3 degrees of incline, bike, walk, and roll friendly, and has very low traffic volume and speeds. A shared use path along Juniper St could be extended eastward toward Wheaton Way, becoming part of the proposed East Bremerton Bike and Pedestrian Corridor that will connect downtown to the Illahee Preserve. A shared use path on a private gravel road may require an easement (dashed yellow line).



**WSCC suggestion**  
**Juniper Street: candidate for a shared use path**



Park property

Looking from SR 303 toward Juniper Street



**NE Connector continued:** Sheridan Park has the potential to be dramatically improved by a trail through the forested west side of the property by “cleaning up” neglected stands of trees and developing a simple trail network through the forest. We should support further study on how to improve multi-modal connections using the park as a nature corridor from Juniper to Lebo.

Our first priority is to build a multi-modal transportation corridor by building wider paths on the bridge and a connection from the NE corner of the bridge to the west end of Juniper street. Park trail development could be phased in as resources become available.

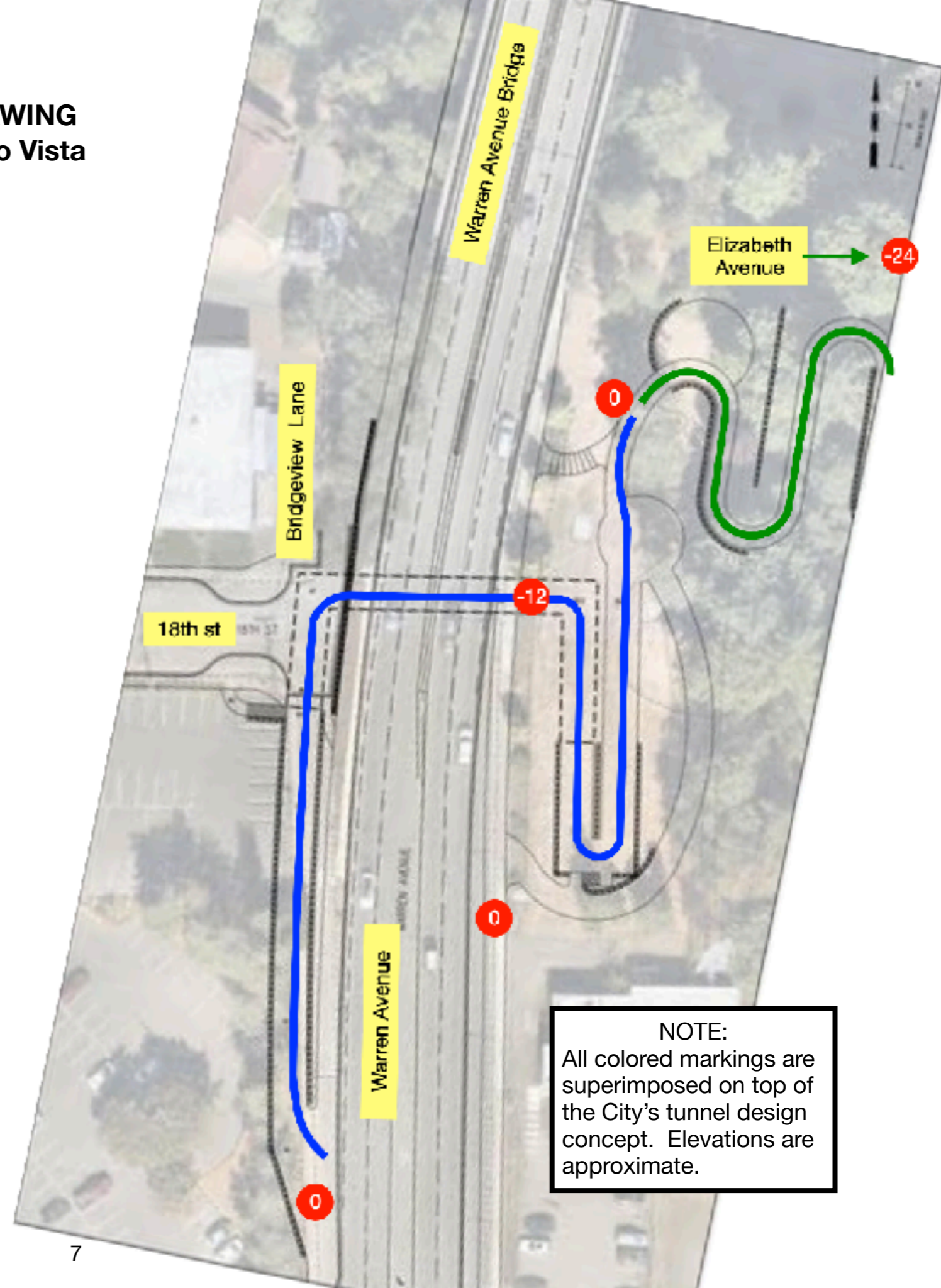
### **3. Tunnel under Warren Avenue at south end**

Bremerton adopted a tunnel under Warren Avenue as its solution to safe multimodal connectivity between the east and west sides of busy Warren Avenue at the south end of the bridge by Olympic College. This tunnel is a preferred alternative in the SR-303 Corridor Study and the Joint Compatibility Transportation Plan - two planning processes the city has facilitated over the last 3 years. A typical bike and pedestrian friendly tunnel would allow safe east-west and north south travel by users on either side of an upgraded Warren Avenue Bridge. A tunnel would decrease traffic interruptions by pedestrians crossing at the 16th street traffic light, and significantly improve safe multimodal connectivity across Warren Avenue and the bridge.

Bremerton staff revealed their design for the tunnel at the Warren Avenue Bridge stakeholders committee in November of 2022. It is shown on the next page. It has two 90 degree turns underground in the tunnel - a design we feel is unsafe, and would be unattractive to the public. Therefore WSCC, with the help of two retired engineers, created an alternative design which has no underground turns and conforms better to modern design standards. The Bremerton Public Works design and the WSCC design are shown on the next two pages.

## BREMERTON PUBLIC WORKS CONCEPT DRAWING for a tunnel under Warren Avenue at Upper Roto Vista

Someone wanting to travel from the west side of Warren Avenue through the tunnel to Elizabeth Ave using the city's tunnel design would have to descend to -12 feet, climb back to street level and then descend 24 feet on the planned new path through Upper Roto Vista park. Compare this concept to the WSCC tunnel concept that follows.

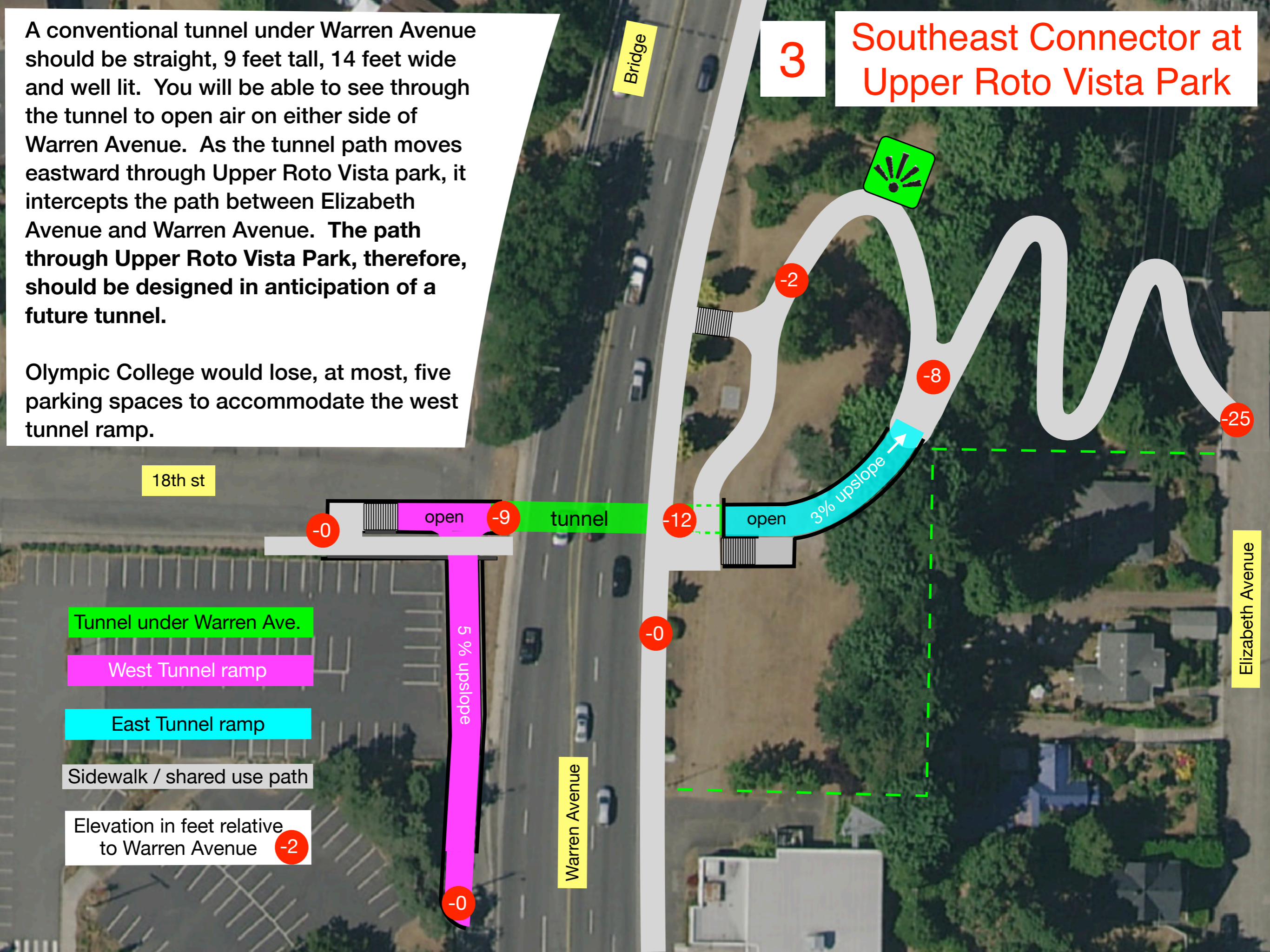




A conventional tunnel under Warren Avenue should be straight, 9 feet tall, 14 feet wide and well lit. You will be able to see through the tunnel to open air on either side of Warren Avenue. As the tunnel path moves eastward through Upper Roto Vista park, it intercepts the path between Elizabeth Avenue and Warren Avenue. The path through Upper Roto Vista Park, therefore, should be designed in anticipation of a future tunnel.

Olympic College would lose, at most, five parking spaces to accommodate the west tunnel ramp.

### 3 Southeast Connector at Upper Roto Vista Park



18th st

-0 open -9 tunnel

-12 open 3% upslope

-0

Elizabeth Avenue

Warren Avenue

Tunnel under Warren Ave.

West Tunnel ramp

East Tunnel ramp

Sidewalk / shared use path

Elevation in feet relative to Warren Avenue -2

5% upslope

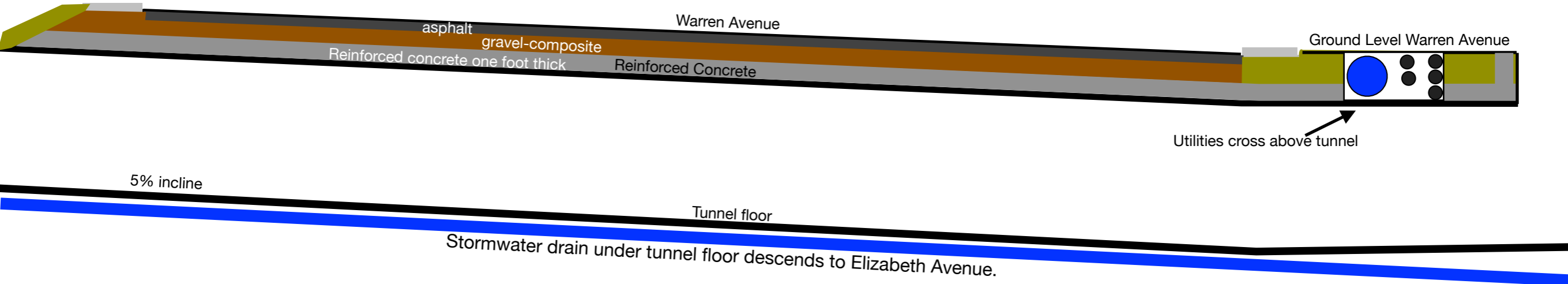
-0



← Olympic College / 18th st.

# WSSC Warren Avenue Tunnel Cross-section (looking north)

Upper Roto Vista Park →



This WSSC tunnel is 9 feet tall and 14 feet wide. The floor of the tunnel descends about 3 feet from 18th street to the edge of Roto Vista Park

Elizabeth Ave Street Level

This 9-foot high tunnel shown at right was recently constructed in Boulder, Colorado. It would look similar to the WSSC tunnel design for Warren Avenue except the width of the WSSC tunnel is 14 feet, whereas the Boulder tunnel is 16 feet wide.



**One of 13 tunnels for bikes and pedestrians along Boise, Idaho's 25 mile paved, shared use path named the Boise River Greenbelt.**





# Poulsbo Comprehensive Budget Map for tunnel, path, and roundabout



## JOHNSON PARKWAY

### FUNDING SUMMARY EXHIBIT

**TOTAL CONSTRUCTION COST  
\$18.5M**

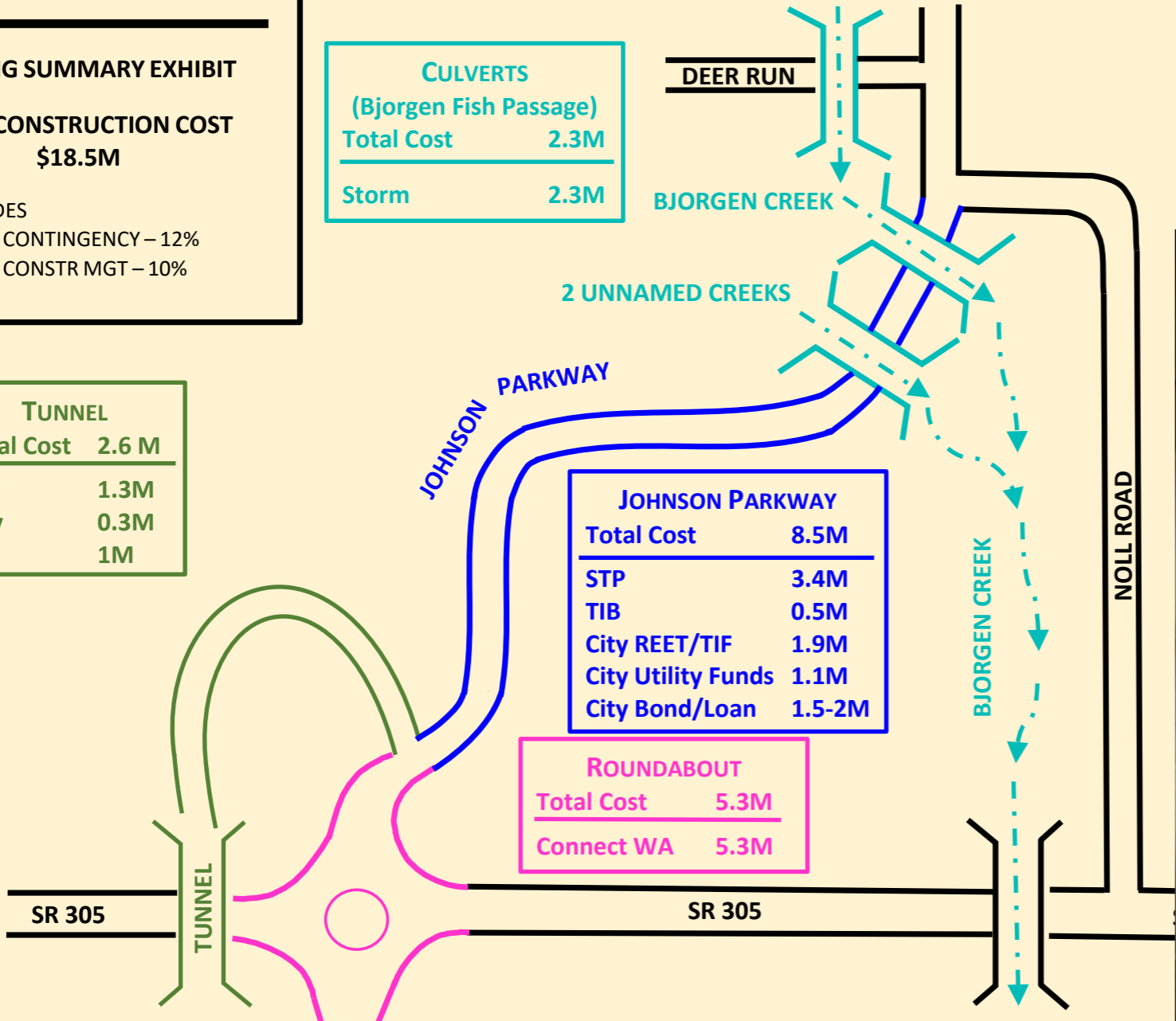
- INCLUDES
- CONTINGENCY – 12%
  - CONSTR MGT – 10%

| CULVERTS<br>(Bjorgen Fish Passage) |      |
|------------------------------------|------|
| Total Cost                         | 2.3M |
| Storm                              | 2.3M |

| TUNNEL     |       |
|------------|-------|
| Total Cost | 2.6 M |
| STP        | 1.3M  |
| City       | 0.3M  |
| TIB        | 1M    |

| JOHNSON PARKWAY    |        |
|--------------------|--------|
| Total Cost         | 8.5M   |
| STP                | 3.4M   |
| TIB                | 0.5M   |
| City REET/TIF      | 1.9M   |
| City Utility Funds | 1.1M   |
| City Bond/Loan     | 1.5-2M |

| ROUNDBABOUT |      |
|-------------|------|
| Total Cost  | 5.3M |
| Connect WA  | 5.3M |



**New Poulsbo shared use  
path through a tunnel  
under SR 305.**



10/28/2020

## **The WSCC Advocacy Committee supports this tunnel design.**

We realize that bridge improvements may have to be funded in stages due to money at hand. The tunnel may get funded after construction of one or two cantilevered paths on the bridge and the Elizabeth Ave - Warren Avenue path. However, since the east tunnel ramp joins the planned path in mid slope, these projects should be designed in tandem so incompatibilities don't have to be corrected later. A rational connected trail system depends upon seamlessly integrating the tunnel ramp and the path through Upper Roto Vista park.



**Vancouver, Washington 14 foot shared use path along the Columbia River.**



**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**B1**

**SUBJECT:**

Professional Services Agreement with  
Mason, Bruce & Girard for Utility Land  
Comprehensive Plan Update

Study Session Date: July 12, 2023  
COUNCIL MEETING Date: July 19, 2023  
Department: Public Works & Utilities  
Presenter: Walsh/Guests  
Phone: (360) 473-5928

**SUMMARY:**

The City of Bremerton owns and manages approximately 8,000 acres of Utility land, of which approximately 3,000 acres are the Union River Watershed. Collected within this watershed is the surface water source for the City's water utility. In 1986 the City created a Utility Land Management Plan to provide guidance on the management of these lands. The purpose of this project is to update this plan with current best scientific based practices as it has not been updated since 1996.

Key goals for this updated plan are:

- Evaluate Utility Land Security.
- Evaluate land use of adjacent properties and potential conflicts with the City's on-going operations.
- Evaluate proposed Jarstad Park to Kitsap Lake pedestrian/bicycle/equestrian trail to identify potential conflicts with the City's on-going operations.
- Evaluate sustainable timber harvest alternatives and associated revenue and water rate impacts.
- Review carbon credit sales as a potential additional or alternative source of revenue and water rate impacts.
- Develop a 20-year capital improvement plan for forestry assets such as roads, culverts, bridges, etc.
- Evaluate staffing to confirm appropriate staffing levels.

**ATTACHMENTS:**

1. City of Bremerton Watershed and Utility Land Site Plan; 2. Professional Services Agreement with Mason, Bruce & Girard **Updated 7/12/23 1:22 PM** 3. PowerPoint Presentation **Updated 7/10/23 4:14 PM**

**FISCAL IMPACTS (Include Budgeted Amount):** The Comprehensive Plan Project is included in the 2023 Capital Budget and budget to complete plan will be included in 2024 budget request.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

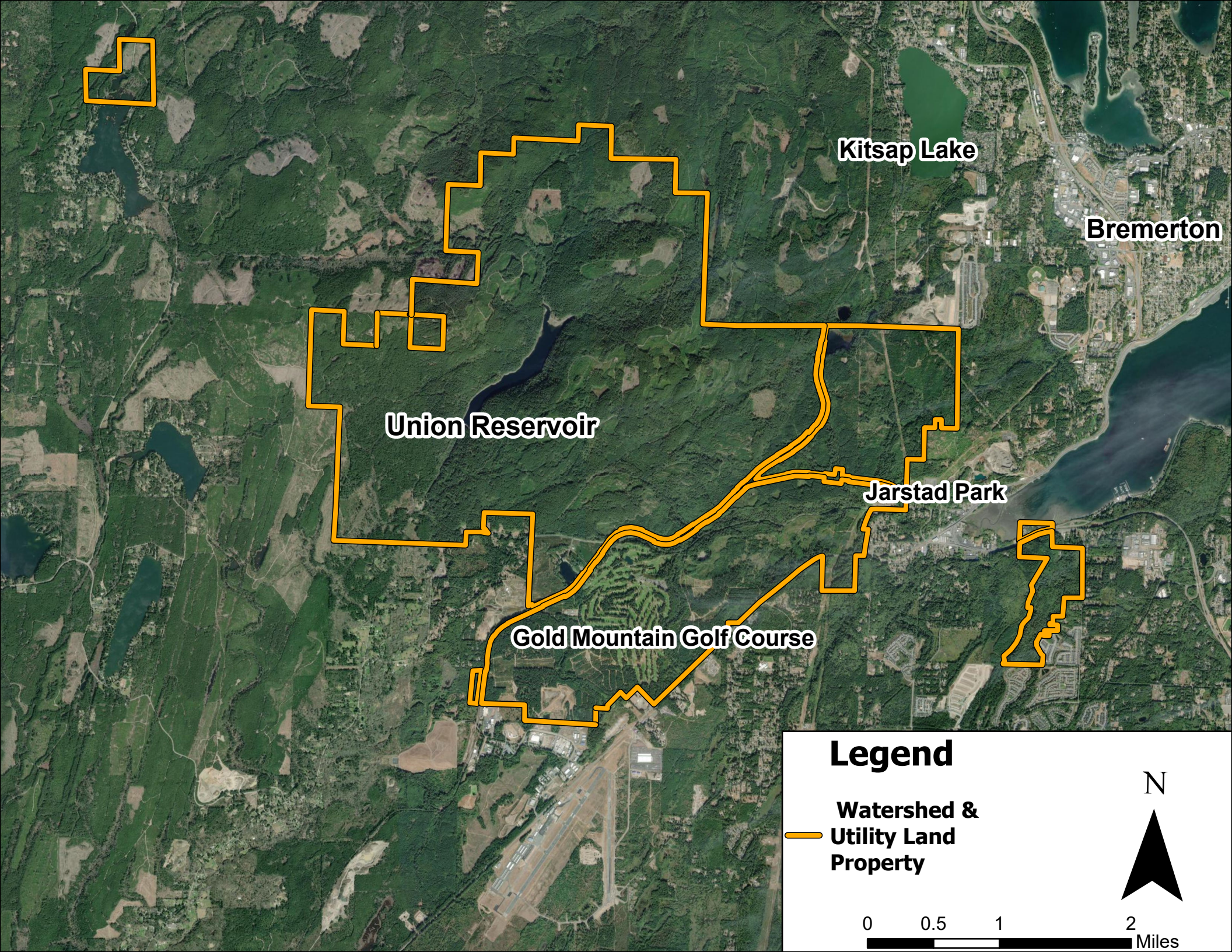
**RECOMMENDED MOTION:**

Move to approve the Professional Services Agreement between the City of Bremerton and Mason, Bruce & Girard 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





Kitsap Lake

Bremerton

Union Reservoir

Jarstad Park

Gold Mountain Golf Course

## Legend

— Watershed &  
Utility Land  
Property

N



0 0.5 1 2 Miles



**PROFESSIONAL SERVICES AGREEMENT**  
**Utility and Forest Land Management Plan Update**

The City of Bremerton (“City”) and **Mason, Bruce & Girard LLC**(“Consultant”), referred to collectively as the “Parties,” enter into the following Agreement for professional services:

**I. Scope:** The Consultant agrees to perform the services more specifically described in the Scope of Work, dated **June 15, 2023**, including any attachments thereto, attached hereto as Exhibit A, which is incorporated by reference herein. The Scope of Work may be modified only pursuant to Section VII.H of this Agreement. If the Scope of Work provides for unspecified additional services such services shall only be performed upon the express written request of the City. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

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

**III. Compensation:** In consideration of the services provided pursuant to this Agreement, the City shall pay Consultant in an amount not to exceed \$240,000. Consultant’s charges and bills shall conform to the fee schedule attached hereto as Exhibit C and incorporated herein by this reference.

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

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

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

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

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

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

**V. Indemnification:**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## **VII. General Conditions:**

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

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

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

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Consultant pursuant to this Agreement, are instruments of service

with respect to the project and are the property of the City. Any reuse by the City for other than the specific purpose intended will be at City's sole risk.

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

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

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

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

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

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

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

Notices to be sent to:  
CITY:  
Attn:  
Sean Walsh  
City of Bremerton  
100 Oyster Bay Ave N.  
Bremerton, WA 98312

Notices to be sent to:  
CONSULTANT:  
Attn:  
Wendy Wentz  
Mason, Bruce & Girard Inc.  
707 SW Washington Street, Suite 1300  
Portland, OR 97205

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

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

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

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

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

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

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

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

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

If the City receives reimbursement by any federal, state, or other source for work described in Section I herein, and that funding is withdrawn, reduced, or limited in any way, or the project is cancelled or substantially reduced after the execution date of this Agreement and prior to the completion of the work, the City may summarily terminate this Agreement.



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

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

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

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

CITY:

CONSULTANT:

CITY OF BREMERTON

Mason, Bruce & Girard Inc.

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

# City of Bremerton Utility Land Management Plan Update

## Scope of Work

May 24, 2023

### Introduction

Consultant will assist the City of Bremerton, Washington (City) by updating the City's existing Utility and Forest Land Management Plan (Plan) which was last updated in 1996. The City intends to update this Plan on a 10-year-cycle. The City owns and manages approximately 7,980 acres of Utility land in Kitsap County, Washington. Within this ownership, approximately 2,914 acres of forested land is referred to as the Union River Basin and water collected within this watershed is the surface water source for the City's water utility. This surface water source is unfiltered and provides approximately two-thirds of the City's total water supply to its over 72,000 customers. Maintaining this unfiltered status is a paramount priority for the City.

Lands outside the Union River Basin are referred to as "Other Utility Lands" and those that are forested have typically been managed to provide a revenue stream through the application of sustainable forest management. The Utility lands also include several Special Use Areas such as the Gold Mountain Golf Course, Jarstad Park, wellhead protection zones, fishery enhancement infrastructure, biosolid application sites, and others. Jarstad Park and the Gold Mountain Golf Course are the only Special Use Areas open to public access. Mason, Bruce, and Girard, Inc., and its team of sub-consultants, collectively referred to as Consultant, proposes the following scope of work to complete the project to update the Plan.

### Task 1. Project Management

#### Task 1.1. Project Setup and Kickoff

Consultant shall review existing plans and other relevant documents as background for the Project. City will provide the following:

1. City of Bremerton Watershed Road Map
2. 2006 Forest Land Management Analysis for the City of Bremerton Department of Public Works and Utilities
3. Appendix A: City of Bremerton Watershed Fire Response Map
4. Forest Health Assessment and Forest Management Practices Recommendations (University of Washington, 2019)
5. Volume I, Utility Land Management Plan (1996)
6. Volume II, Forest Management Plan (1996)
7. 10 Year Guidelines Analysis for Sustainability of Timber Harvest (2016)
8. City of Bremerton Integrated Vegetation Management Plan (2022)
9. 2020 Water System Plan (2023)

Consultant shall meet with City Project Manager (PM) and Staff to kick off the project, discuss phases and tasks, review the statement of work, discuss communication preferences of City staff, and review the project schedule.

#### Assumptions

- Kickoff meeting will occur virtually with the City of Bremerton
- If background information is considered sensitive, Consultant will enter a non-disclosure agreement with the City, at the City's request.

#### Deliverables

- Notes

### Task 1.2 Ongoing Project Management

Consultant PM shall hold regular check-in meetings with City PM. Consultant PM shall update schedule as needed and directed by City PM. Consultant PM shall also manage internal staff assignments and the contracting and invoicing needs of the project.

#### Assumptions

- PM meetings will occur virtually.
- Meetings with City PM will occur on a bi-weekly basis; approximately 25 ½-hour-long check-in meetings.
- Project will be completed over a thirteen-month period.
- Time for quality control reviews of deliverables is included in the individual tasks, below.

#### Deliverables

- Monthly progress report and invoicing
- Meeting notes

### Task 2. Refine Goals and Identify Constraints

Consultant and City shall meet to discuss the overarching management goals and objectives for the Utility lands that will be subject to the updated Plan, as well as current constraints and policy issues. Goals for the updated Plan will be identified using those outlined in the 1996 Plan as a starting point. The 1996 goals were:

- 1) The Union River Basin will be managed to maintain the “unfiltered” water source status in conjunction with maintaining the forest health.
- 2) The Other Utility Lands shall be managed with the protection of surface waters for “filtered” water resource and protection of groundwater, in conjunction with maintaining forest health and generating revenue from timber harvest.

Consultant shall work with City to define the management goals separately for the Union River Basin and Other Utility Lands.

The constraints, policy issues, and management goals identified and developed under this Task will be discussed with the Advisory Committee (Task 6). Based on the Advisory Committee's input, City may revise or refine management goals and constraints. These will inform the Plan to be updated during Task 5.

#### Assumptions

- Up to two (2) meetings will be held with the City's Project team.
- Meetings will occur virtually.

#### Deliverables

- Meeting notes

### Task 3. Update Baseline Information

Consultant shall review existing information and update the baseline that was used to inform the 1996 Plan. The baseline update will be completed for the entire area of Utility-owned lands that will be subject to the updated Plan, including both the Union River Basin and the Other Utility Lands. Specific baseline information to be collected and reviewed by Consultant is described below under Task 3.1. Consultant shall consider the post-1996 background documentation provided by City under Task 1 and determine if or how this information can be used to preserve budget and time during the Plan update.

#### Task 3.1. Field Evaluations and Resource Assessment

Consultant shall review existing information, create GIS base maps, complete a LiDAR-based slope analysis, map and identify roads and culverts, map and identify riparian forest corridors and wetlands, and complete a general water quality risk assessment. In addition to typical forest inventory metrics, Consultant shall include observations on road conditions, access to the property, insect and disease issues, special use areas, inspection of riparian forest corridors, boundary line maintenance, incidence of blowdown, reforestation issues, and threatened and endangered species. Consultant shall also incorporate information from the City-led culvert mapping and assessment project as that information becomes available. Consultant shall collect forest inventory data for forested acres throughout the Utility lands including the Union River Basin, the Other Utility Lands, and Special Use Areas.

Consultant shall map, delineate, and type forested stands or zones according to species, size, and stocking with GIS data layers. Consultant shall determine gross acres and net acres, by stand, where net acres do not include roads and buffers, or riparian buffers.

Consultant shall design a stand-based inventory and conduct a timber cruise of the net forested acres that will yield statistically sound<sup>1</sup> estimates of trees per acre, basal area, and net board-foot volume per acre, by species. This will include the preparation of written cruise instructions and plot procedures, preparation of maps to support the fieldwork, cruiser training and project orientation, field data collection, quality control, and data management.

---

<sup>1</sup> Statistically sound is defined for trees per acre, basal area, and net volume as an allowable error at the stand-level that is +/- 10% at the 66% Confidence Level.

Consultant shall calculate sustainable harvest levels in terms of volume and area using a rationale similar to that in the *10 Year Guidelines Analysis for Sustainability of Timber Harvest* document from 2016.

Consultant shall complete a watershed assessment that covers all Forest Lands but considers the different management objectives of both the Other Utility Lands and the Union River Basin. Harvest, silviculture, road, stream, and invasive species management within the Union River Basin must all be assessed in the context of avoiding water quality impacts.

Consultant shall identify non-forest zones and special use areas (including municipal water facilities) on a GIS base map, outline and prioritize specific restoration opportunities such as wildlife habitat enhancement, identify any immediate risks to water quality and prescribe risk abatement treatments and cost estimates (*e.g.*, road improvements and slope stabilization).

### **Task 3.2 Resource Assessment Report**

Consultant shall prepare a Resource Assessment Report to document the results of the field evaluations including Inventory Reports. Results shall be reported as separate sections for the Union River Basin, other Utility Lands, and Special Use Areas. The Resource Assessment Report will inform the update of the Plan to be completed under Task 5.

#### **Assumptions**

- City will arrange access for Consultant to the Utility-owned lands for the field evaluation.

#### **Deliverables**

- Draft Resource Assessment Report delivered electronically by Consultant to City for review and comment.
- Final Resource Assessment Report delivered electronically by Consultant to City.
- Consultant shall also electronically deliver raw data files, GIS data, and other records used to inform the Resource Assessment Report.

### **Task 4. Special Topics**

Special topics will be explored by the Consultant team and used to inform the Plan update further described under Task 5. The Consultant shall investigate special topics at the request of the City. Potential topics include the following:

- Review of security processes and procedures.
- Evaluation of the land use of adjacent properties and potential conflicts with the City's on-going operations.
- Evaluation of the proposed Jarstad Park to Kitsap Lake trail section on City of Bremerton Utilities Land to identify the specific improvements needed if the trail did occur. This will include assessing increased security measures and improved infrastructure as well as associated costs.
- Evaluation of sustainable timber harvest alternatives and associated revenue and water rate impacts.



- Review of carbon credit sales as a potential additional or alternative source of revenue and water rate impacts.
- Development of a 20-year capital improvement plan for forestry assets.
- Staffing evaluation to confirm appropriate staffing levels.

For each topic investigated, Consultant shall prepare a stand-alone summary memorandum of findings and recommendations that can be used during the Plan update and as a source of information for public education and outreach (under Task 6). These memoranda will be organized to describe the special topic, provide background information including best available scientific information if applicable and present the results of the issue assessment.

#### Assumptions

- This task is budgeted based on an estimated level of effort anticipated to review special topics. If additional topics are added by the City, or if the task budget hours are exhausted, Consultant shall inform City and proceed once additional funds are made available.
- Some components of topics may be addressed by City staff (*e.g.* security standards and their crosswalk with other infrastructure-specific plans)

#### Deliverables

- Draft Topic-specific Summary Memoranda for City review
- Final Topic-specific Summary Memoranda

## Task 5. Update Utility Land Management Plan

Consultant shall work with City to update the Utility Land Management Plan based on the results of the existing information review (Task 1), the refined Plan goals and constraints (Task 2), the updated baseline resource assessment (Task 3), and the special topics investigations (Task 4). The updated Plan will contain the following elements:

1. Description of Land Management Goals and Objectives
2. Existing Conditions
  - a) Property Description
  - b) Forest Inventory
  - c) Site Evaluation
  - d) Forest Assessment
  - e) Watershed Assessment
  - f) Municipal Water Supply System
  - g) Special Use Areas
3. Utility Land Security
  - a) Utility Land Security
  - b) Adjacent Land Uses/Development Pressure
  - c) Proposed Jarstad Park to Kitsap Lake Trail
4. Management Practices
  - a) Forest-related Revenue Generation

- Timber Harvest
    - Minor Forest Product Sales
    - Carbon Credit Sales
  - b) Road Maintenance and Abandonment
  - c) Silviculture Practices
  - d) Integrated Pest Management Plan (IPMP)
  - e) Biosolids Management Program
  - f) Wildfire Risk Management and Response Plan
  - g) Climate Change Resiliency Measures Specific to Forest Management
  - h) Other Practices
5. Implementation Plan
- a) Describe prioritization and frequency of:
    - Staff and Equipment Resource Planning
    - Harvest Planning
    - Reforestation
    - Forest Practices Road Maintenance and Abandonment Planning (RMAP)
    - Bridge and Culvert Monitoring, Maintenance, and Replacement
    - Stream Typing
    - Biosolids Management
    - Building Construction and Maintenance
    - Ongoing Gap Analysis
    - Staffing Level Evaluation
  - b) Adaptive Management Actions
    - Detail currently accepted alternative or remedial actions
6. Capital Improvement Plan

#### Assumptions

- The Resource Assessment Report prepared under Task 4 will be used as source material for the Existing Conditions section of the Plan.
- City will provide additional background information and existing documents to inform description of management activities (*e.g.*, existing documentation for Biosolids Management Program, Wildfire Response Plans, etc.).
- Consultant shall coordinate with City staff via virtual meetings, telephone, or email to gather information. No site visits will be needed for this task.
- City will provide Consultant with a single combined set of comments on the Draft Plan.
- The Plan shall be formatted by Consultant to include embedded links to ease navigation.
- Consultant shall assume Plan will be updated on a 10-year cycle.

#### Deliverables

- Draft Utility Land Management Plan delivered electronically by Consultant to City for review and comment.
- Final Utility Land Management Plan delivered electronically by Consultant to City.

## Task 6. Public Outreach

Consultant shall assist with public outreach efforts associated with the Plan update. Efforts will include facilitation of an Advisory Committee and assistance with public comment tracking.

### Task 6.1 Advisory Committee Facilitation

The City will invite technical experts from regulatory agencies, adjacent Forest landowners, and adjacent water purveyors to convene an Advisory Committee to provide input during the Plan update. In addition, as the subject lands are utility-owned, up to two utility ratepayer representatives will be invited to participate. The desired committee membership is as follows:

- City Staff
- Tribal representative
- Adjacent Forestry property owner
- Adjacent water purveyor
- Kitsap Public Health District (KPHD)
- State Department of Health (DOH)
- State Department of Natural Resources (DNR)
- Bremerton water customer/ratepayer(x2) as designated by the Mayor
- Washington Department of Fish and Wildlife

Consultant shall assist City by facilitating Advisory Committee meetings held during the Plan update. Facilitation services will include logistical support, preparation, and presentation of meeting content (*e.g.*, draft portions of Plan, summaries of subject-specific best available science, etc.), general meeting facilitation (*e.g.*, assist group while setting ground rules, norms), and taking meeting notes.

In addition, Consultant shall assist the City while engaging additional stakeholders with perspective on topics under consideration by the Advisory Committee. This may include gathering and sharing information through interviews, briefings or group conversations and/or coordination to participate in select advisory committee discussion items. Findings from stakeholder engagement discussions will be reported to the Advisory Committee.

Consultant shall also assist City staff with a field tour for the Advisory Committee.

### Assumptions

- Consultant shall arrange and participate in no more than 5 meetings of the Advisory Committee, not including the field tour.
- One Advisory Committee meeting will be held in person with the remainder held virtually.
- A draft advisory committee charter will be developed to communicate the scope and expectations of committee membership, work plan, and decision making and will be finalized by the committee at their first meeting.
- An annotated version of the advisory committee agenda will be used by the project team to outline the specific meeting approach, team member roles and any instructions, exercises and discussions.

- Advisory committee meeting summaries will be distributed for Prime Consultant and City review within one week of each meeting, before distribution to the Committee members.
- Additional stakeholder coordination, including interviews, small group discussions or briefings in advance of advisory committee will be limited to no more than 8 individuals or organizations.
- The field tour will take place during a single day, up to 6 hours of field time, not including preparation and travel.
- Consultant will prepare and provide print-ready materials for in-person meeting and field tour; City will print materials.
- City will provide for meeting space, transportation, refreshments/meals, and other direct expenses associated with meetings and field tour.

#### Deliverables

- PowerPoint presentations for each Advisory Committee Meeting
- Draft and final Advisory Committee charter
- Draft and final Advisory Committee meeting agendas (up to 5)
- Draft and final Advisory Committee meeting annotated agendas (up to 5)
- Field tour logistics plan
- Printed hand-out packets for field tour
- Meeting summaries (up to five), as well as notes from the field tour
- Stakeholder interview findings/summary

#### Task 6.2 Public Comment Tracking

Consultant shall assist City with the collection and organization of public comments received during the Plan update. Specifically, Consultant shall develop a form to solicit comments, and shall also prepare a comment record that can be used by the City to efficiently track all comments received and record City responses. Consultant shall assist City by recording comments into comment tracker as they are submitted to City by public.

#### Assumptions

- Consultant shall prepare a print-ready document that City will print and mail to the public.
- The comment record will be prepared by Consultant using a software agreed upon by City (*e.g.*, Microsoft Excel).

#### Deliverables

- Print-ready comment documents
- Comment record
- Comment Summary Memorandum

## Task 7 City Council Engagement

Consultant shall support City staff while engaging the City Council.

### Task 7.1 City Council Study Sessions

Consultant shall support City staff while engaging the City Council during a series of study session meetings. Study sessions will provide regular progress reports on project development, updates on special topics, and opportunities for Council members to engage with the project team.

#### Assumptions

- Consultant PM and lead forester shall prepare for and attend up to four, one-hour-long study sessions held virtually.

#### Deliverables

- PowerPoint presentation with project updates will be prepared primarily by Enviroissues with input by Prime consultant.

### Task 7.2 Presentation Support

Consultant shall support City staff while presenting the finalized version of the updated Plan to the City Council. Consultant shall prepare a PowerPoint presentation of the updated Plan and associated printed materials. Consultant shall attend the City Council meeting to assist City staff during the presentation and to help address questions posed by the City Council members.

#### Assumptions

- Consultant shall attend the City Council meeting in person in Bremerton.

#### Deliverables

- PowerPoint presentation summarizing the updated Plan

## Task 8 Directed Services

Provide additional services as directed by the City.

#### Assumptions

- Work under this task will require prior written/email direction from the City.

#### Deliverables

- As directed by the City.





## **City of Bremerton Utility Land Management Plan Update Scope of Work (Revised 4/21)**

### **Introduction**

EnviroIssues (Consultant) will assist Mason, Bruce, and Girard (Prime Consultant) and the City of Bremerton, Washington (City) by updating the City's existing Utility and Forest Land Management Plan (Plan), with an emphasis on public engagement and facilitation services.

### **Task 1. Project Management**

#### **Task 1.1. Project Setup and Kickoff**

Consultant shall review existing plans and other relevant documents as background for the Project, per the list identified in the Prime Consultant scope of work, with an emphasis on content most relevant to stakeholder and public engagement and communications.

Consultant shall meet with City Project Manager (PM), Staff and Prime Consultant to kick off the project, discuss phases and tasks, review the statement of work, discuss communication preferences of City staff, and review the project schedule.

#### Assumptions

- Kickoff meeting will occur virtually with the City of Bremerton

#### Deliverables

- None

#### **Task 1.2 Ongoing Project Management**

Consultant PM shall hold periodic check-in meetings with the Prime Consultant PM and City, as requested. Consultant PM shall provide inputs to the schedule as needed and directed by the Prime Consultant PM. Consultant PM shall also manage internal staff assignments and the contracting and invoicing needs of the project.

#### Assumptions

- Period of performance from May 1, 2023 to May 31, 2024 (13 months)
- Up to 6, 1-hour meetings with Prime Consultant and/or City PM over the course of the project, attended by up to two Consultant staff

#### Deliverables

- Monthly progress report and invoicing (up to 13)

## **Task 4. Special Topics**

Special topics will be explored by the Consultant team and used to inform the Plan update further described under Prime Consultant Task 5. The Consultant shall support the investigation of special topics at the request of the City, that intersect with community and stakeholder interests and involve public outreach. Topics may include, but are not limited to:

- Evaluation of the land use of adjacent properties and potential conflicts with the City's on-going operations.
- Evaluation of the proposed Jarstad Park to Kitsap Lake trail section on City of Bremerton Utilities Land to identify the specific improvements needed if the trail did occur. This will include assessing increased security measures and improved infrastructure as well as associated costs.

For each topic investigated, Consultant shall prepare information that contributes to a summary memorandum of findings and recommendations, developed by the Prime Consultant, that can be used during the Plan update and as a source of information for public education and outreach (under Task 6).

Consultant shall investigate additional topics at the direction of the City, and as budget permits.

### Assumptions

- This task is budgeted based on an estimated level of effort anticipated to review up to two special topics. If additional topics are added by the City, or if the task budget hours are exhausted, Consultant shall inform Prime Consultant and proceed once additional funds are made available.

### Deliverables

- Draft research content for Topic-specific Summary Memoranda for City review
- Final research content for Topic-specific Summary Memoranda

## **Task 6. Public Outreach**

Consultant shall assist Prime Consultant and City with public outreach efforts associated with the Plan update. Efforts will include facilitation of a stakeholder Advisory Committee and assistance with public comment tracking.

### **Task 6.1 Advisory Committee Facilitation**

The City is assembling an Advisory Committee to provide input during the Plan update. The Advisory Committee will include members of the rate-paying public and representatives of stakeholder groups including:

- City Staff
- Tribal representatives
- Adjacent Forestry property owner
- Kitsap Public Health District
- State Department of Health (DOH)
- State Department of Natural Resources (DNR)

- Bremerton water customer /ratepayer(x2) as designated by the Mayor
- Washington Department of Fish and Wildlife

Consultant shall assist Prime Consultant and City by facilitating Advisory Committee meetings held during the Plan update. Facilitation services will include logistical support, preparation, general meeting facilitation (*e.g.*, assist group while setting ground rules, norms), and taking meeting notes.

In addition, Consultant shall assist the Prime Consultant and City in engaging additional stakeholders with perspective on topics under consideration by the Advisory Committee. This may include gathering and sharing information through interviews, briefings or group conversations and/or coordination to participate in select advisory committee discussion items. Findings from stakeholder engagements discussions will be reported to the Advisory Committee.

Consultant shall also assist Prime Consultant and City staff with a field tour for the Advisory Committee.

### Assumptions

- Consultant shall support and participate in no more than 5 meetings of the Advisory Committee, at up to two hours each, not including the field tour.
- One Advisory Committee meeting will be held in person with the remainder held virtually.
- A draft advisory committee charter will be developed to communicate the scope and expectations of committee membership, work plan, and decision making and will be finalized by the committee at their first meeting.
- An annotated version of the advisory committee agenda will be used by the project team to outline the specific meeting approach, team member roles and any instructions, exercises and discussions.
- Advisory committee meeting summaries will be distributed for Prime Consultant and City review within one week of each meeting, before distribution to the Committee members.
- Additional stakeholder coordination, including interviews, small group discussions or briefings in advance of advisory committee will be limited to no more than 8 individuals or organizations.
- The field tour will take place during a single day, up to 6 hours of field time, not including preparation and travel.
- Consultant will prepare and provide print-ready materials for in-person meeting and field tour; City will print materials.
- City will provide for meeting space, transportation, refreshments/meals, and other direct expenses associated with meetings and field tour.

### Deliverables

- Draft and final Advisory Committee charter
- Draft and final Advisory Committee meeting agendas (up to 5)
- Draft and final Advisory Committee meeting annotated agendas (up to 5)
- Field tour logistics plan
- Printed hand-out packets for field tour
- Meeting summaries (up to five), as well as notes from the field tour
- Stakeholder interview findings/summary

## **Task 6.2 Public Comment Tracking**

Consultant shall assist Prime Consultant and City with the collection and organization of public comments received during the Plan update. Specifically, Consultant shall develop an online form to solicit comments, and shall also prepare a comment record that can be used by the City to efficiently track all comments received and record City responses. Consultant shall assist City by recording comments into comment tracker as they are submitted to City by public. A Comment Summary Memorandum will detail the process and outcomes of the comment period, including themes of comments received and responses given.

### Assumptions

- Consultant shall prepare a print-ready notification document that City will print and mail to the public.
- The comment record will be prepared by Consultant using a software agreed upon by City (*e.g.*, Microsoft Excel).

### Deliverables

- Print-ready comment notification documents
- Online comment form
- Comment record
- Comment Summary Memorandum

## **Task 7. City Council Engagement**

Consultant shall support Prime Consultant and City staff while engaging the City Council throughout the development of the project, and in presenting the updated plan.

### **Task 7.1 City Council Study Sessions**

Consultant shall support Prime Consultant and City staff in engaging City Council through a series of study sessions. Study session discussions will provide regular briefings on the status of project development, briefings on topics of interest, and opportunities for Councilmembers to share perspectives for consideration by staff in their analyses, work with the Advisory Committee and draft plan development.

### Assumptions

- Consultant shall prepare for and attend up to four virtual study sessions, up to one hour each.

### Deliverables

- PowerPoint presentation with project and topic updates

### **Task 7.2 Presentation Support**

Consultant shall support the Prime Consultant and City staff while presenting the updated Plan to the City Council. Consultant shall support preparation and review of a PowerPoint presentation of the updated Plan and associated printed materials.

#### Assumptions

- Prime Consultant shall attend the City Council meeting in person in Bremerton.

#### Deliverables

- PowerPoint presentation summarizing the updated Plan



**Cost estimate**

|                                  |                                                    |                                   |                                       |                   |                    |                 |
|----------------------------------|----------------------------------------------------|-----------------------------------|---------------------------------------|-------------------|--------------------|-----------------|
| <b>Staff</b>                     | Ryan Orth,<br>Facilitator<br>and Senior<br>Advisor | Tay Stone,<br>Outreach<br>PM/Lead | Alex Cole,<br>Facilitation<br>Support | Graphic<br>Design | Web<br>Development |                 |
| <b>Fully Loaded Billing Rate</b> | \$238.00                                           | \$144.00                          | \$128.00                              | \$168.00          | \$151.00           |                 |
| <b>TOTAL HOURS</b>               | <b>115.0</b>                                       | <b>102.0</b>                      | <b>85.0</b>                           | <b>16.0</b>       | <b>2.0</b>         | <b>320</b>      |
| <b>TOTAL LABOR COST</b>          | <b>\$27,370.00</b>                                 | <b>\$14,688.00</b>                | <b>\$10,880.00</b>                    | <b>\$2,688.00</b> | <b>\$302.00</b>    | <b>\$55,928</b> |
| <b>TOTAL DIRECT COST</b>         |                                                    |                                   |                                       |                   |                    | <b>\$500</b>    |
| <b>TOTAL</b>                     |                                                    |                                   |                                       |                   |                    | <b>\$56,428</b> |

|                                  |            |            |        |        |        |  |                |
|----------------------------------|------------|------------|--------|--------|--------|--|----------------|
| <b>Task 1 Project management</b> |            |            |        |        |        |  |                |
| <b>Total Hours</b>               | 13.0       | 35.0       | 0.0    | 0.0    | 0.0    |  | <b>48</b>      |
| <b>Total Labor</b>               | \$3,094.00 | \$5,040.00 | \$0.00 | \$0.00 | \$0.00 |  | <b>\$8,134</b> |

|                              |            |            |          |        |        |  |                |
|------------------------------|------------|------------|----------|--------|--------|--|----------------|
| <b>Task 4 Special Topics</b> |            |            |          |        |        |  |                |
| <b>Total Hours</b>           | 6.0        | 16.0       | 2.0      | 0.0    | 0.0    |  | <b>24</b>      |
| <b>Total Labor</b>           | \$1,428.00 | \$2,304.00 | \$256.00 | \$0.00 | \$0.00 |  | <b>\$3,988</b> |

|                               |             |            |             |            |          |  |                 |
|-------------------------------|-------------|------------|-------------|------------|----------|--|-----------------|
| <b>Task 6 Public Outreach</b> |             |            |             |            |          |  |                 |
| <b>Total Hours</b>            | 77.0        | 48.0       | 80.0        | 13.0       | 2.0      |  | <b>220</b>      |
| <b>Total Labor</b>            | \$18,326.00 | \$6,912.00 | \$10,240.00 | \$2,184.00 | \$302.00 |  | <b>\$37,964</b> |

|                                       |            |          |          |          |        |  |                |
|---------------------------------------|------------|----------|----------|----------|--------|--|----------------|
| <b>Task 7 City Council Engagement</b> |            |          |          |          |        |  |                |
| <b>Total Hours</b>                    | 19.0       | 3.0      | 3.0      | 3.0      | 0.0    |  | <b>28</b>      |
| <b>Total Labor</b>                    | \$4,522.00 | \$432.00 | \$384.00 | \$504.00 | \$0.00 |  | <b>\$5,842</b> |

**Direct costs:** POV mileage, ferry fees, ad-hoc printing and meeting materials

# MASON, BRUCE AND GIRARD, INC.

## CITY OF BREMERTON UTILITY LAND MANAGEMENT PLAN UPDATE – FINANCIAL SUPPORT

The following scope of service has been developed to provide financial support to Mason, Bruce and Girard, Inc. (MBG) in evaluating the water rate impacts of alternative revenue sources and operating, staffing and capital costs identified in the Utility Land Management Plan Update. The services to be provided as part of this scope are described below.

### TASK PLAN

#### TASK 1 | PROJECT MANAGEMENT

##### 1.1 Project Setup and Kickoff

This task includes the administrative efforts involved with project initiation. Includes kickoff meeting preparation, meeting time and data request.

##### 1.2 Ongoing Project Management

Time includes ongoing management and billing.

#### TASK 2 | REFINE GOALS AND IDENTIFY CONSTRAINTS

No time included for FCS GROUP.

#### TASK 3 | UPDATE BASELINE INFORMATION

##### 3.1 Field Evaluation and Resource Assessment

This task includes review of existing financial plans and documents. Identify existing revenue, expenses and capital costs in budget and forecast.

##### 3.2 Resource Assessment Report

No time included for FCS GROUP.

## TASK 4 | SPECIAL TOPICS

### Financial Analysis/Rate Impacts

The financial analysis will use the 2022 water utility financial plan developed for the City as the baseline document (includes the 2023 budget). All key assumptions (inflation rates, growth, current utility revenue and budget figures) will remain unchanged with the exception of those revenue, operating costs, staffing expenses and capital costs identified in the Land Management Plan Update. Up to four (4) scenarios will be evaluated analyzing the water rate impact of changes in revenue (including carbon credit sales), expenses, capital costs, funding alternatives and/or others identified by the City or project team.

### Memorandum of Findings – Finance Special Topics

Prepare a memorandum documenting the financial analysis and water rate impact of the selected alternatives.

## TASK 5 | UPDATE UTILITY LAND MANAGEMENT PLAN

No time included for FCS GROUP.

## TASK 6 | PUBLIC OUTREACH

### 6.1 Advisory Committee Facilitation

Support committee work with development of financial content (materials/slides) for meeting.

### 6.2 Public Comment Tracking

Provide content/support answering financial/rate specific questions.

### 6.3 Presentation Support

Support City staff preparing presentation and answering City Council questions.

# BUDGET

The total proposed level of effort to provide financial support for the Utility Land Management Plan Update is summarized below. Our normal billing practice is to bill based on time and materials actually expended, not to exceed the total budget.

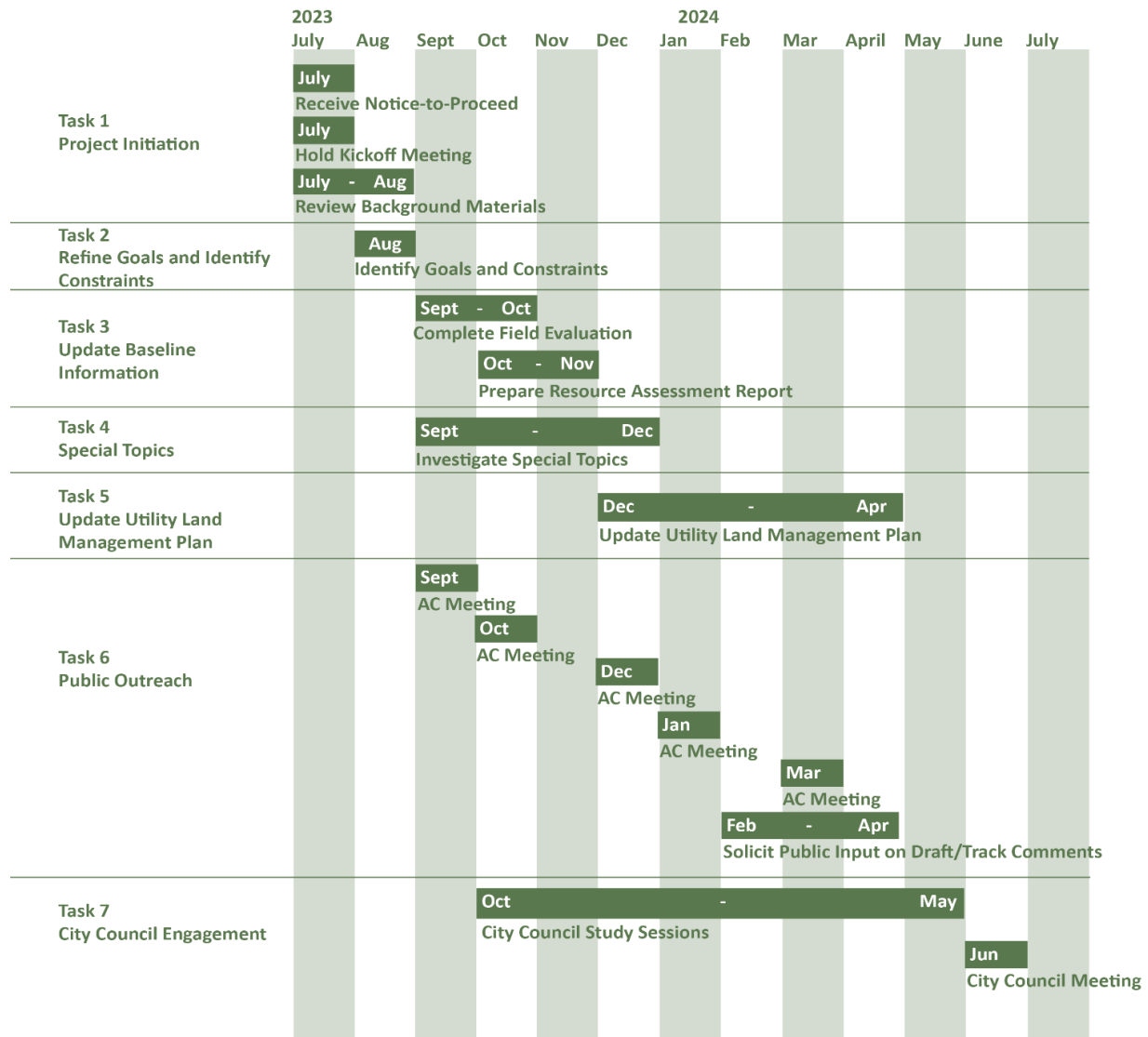
| TASK                                           | TOTAL            |
|------------------------------------------------|------------------|
| Task 1   Project Management                    |                  |
| 1.1 Project Setup and Kickoff                  | \$ 1,560         |
| 1.2 Ongoing Project Management                 | 590              |
| Task 2   Refine Goals and Identify Constraints | -                |
| Task 3   Update Baseline Information           |                  |
| 3.1 Field Evaluation and Resource Assessment   | 590              |
| 3.2 Resource Assessment Report                 | -                |
| Task 4   Special Topics                        |                  |
| - Financial Analysis/Rate Impacts              | 6,590            |
| - Memorandum of Findings - Financial           | 3,180            |
| Task 5   Update Utility Land Management Plan   | -                |
| Task 6   Public Outreach                       |                  |
| 6.1 Advisory Committee Facilitation            |                  |
| - Financial Analysis Material/slides           | 1,180            |
| 6.2 Public Comment Tracking                    |                  |
| - Address financial/rate specific comments     | 1,180            |
| 6.3 Presentation Support                       | 590              |
| <b>TOTAL BUDGET</b>                            | <b>\$ 15,460</b> |

# EXHIBIT B WORK SCHEDULE

## Schedule

The project tasks described above will overlap to some extent. The City has developed an approximate timeline for reaching project milestones (see below). This schedule may be modified and refined during the course of the project in coordination with the City PM.

### Schedule for City of Bremerton Utility Land Management Plan Update





5/24/2023  
 City of Bremerton Updated Utility & Forest Land Management Plan  
 Updated Estimate

| TASK                                                   |                                                                                                |                                           | Consultant      |                 |                          |             |                          | Total Hours | Task Total       |        |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------|-----------------|--------------------------|-------------|--------------------------|-------------|------------------|--------|
|                                                        |                                                                                                |                                           | Project Manager | Senior Forester | Field Forester/Biologist | GIS Analyst | Administrative Assistant |             |                  |        |
| <b>Task 1</b>                                          | <b>Project Management</b>                                                                      |                                           | <b>62</b>       | <b>12</b>       | <b>0</b>                 | <b>4</b>    | <b>8</b>                 | <b>86</b>   | <b>\$ 14,478</b> |        |
|                                                        | Task 1.1                                                                                       | Project Setup and Kickoff                 | 10              | 6               | 0                        | 4           | 2                        | 22          | \$ 3,430         |        |
|                                                        | Task 1.2                                                                                       | Ongoing Project Management                | 52              | 6               | 0                        | 0           | 6                        | 64          | \$ 11,048        |        |
| <b>Task 2</b>                                          | <b>Identify Goals and Constraints</b>                                                          |                                           | <b>6</b>        | <b>6</b>        | <b>0</b>                 | <b>0</b>    | <b>0</b>                 | <b>12</b>   | <b>\$ 2,130</b>  |        |
| <b>Task 3</b>                                          | <b>Update Baseline Information</b>                                                             |                                           | <b>30</b>       | <b>64</b>       | <b>72</b>                | <b>40</b>   | <b>12</b>                | <b>218</b>  | <b>\$ 28,326</b> |        |
|                                                        | Task 3.1                                                                                       | Field Evaluations and Resource Assessment | 20              | 38              | 40                       | 20          | 6                        | 124         | \$ 16,488        |        |
|                                                        | Task 3.2                                                                                       | Resource Assessment Report                | 10              | 26              | 32                       | 20          | 6                        | 94          | \$ 11,838        |        |
| <b>Task 4</b>                                          | <b>Special Topics</b>                                                                          |                                           | <b>32</b>       | <b>43</b>       | <b>80</b>                | <b>16</b>   | <b>8</b>                 | <b>179</b>  | <b>\$ 23,070</b> |        |
| <b>Task 5</b>                                          | <b>Update Utility Land Management Plan</b>                                                     |                                           | <b>48</b>       | <b>48</b>       | <b>32</b>                | <b>32</b>   | <b>6</b>                 | <b>166</b>  | <b>\$ 23,880</b> |        |
| <b>Task 6</b>                                          | <b>Public Outreach</b>                                                                         |                                           | <b>62</b>       | <b>54</b>       | <b>0</b>                 | <b>18</b>   | <b>0</b>                 | <b>134</b>  | <b>\$ 22,558</b> |        |
|                                                        | Task 6.1                                                                                       | Advisory Committee Facilitation           | 40              | 40              | 0                        | 12          | 0                        | 92          | \$ 15,472        |        |
|                                                        | Task 6.2                                                                                       | Public Comment Tracking                   | 8               | 8               | 0                        | 0           | 0                        | 16          | \$ 2,840         |        |
|                                                        | Task 6.3                                                                                       | Presentation Support                      | 14              | 6               | 0                        | 6           | 0                        | 26          | \$ 4,246         |        |
| <b>Task 7</b>                                          | <b>City Council Engagement</b>                                                                 |                                           | <b>24</b>       | <b>16</b>       | <b>0</b>                 | <b>6</b>    | <b>0</b>                 | <b>46</b>   | <b>\$ 7,796</b>  |        |
|                                                        | Task 7.1                                                                                       | City Council Study Sessions               | 10              | 10              | 0                        | 0           | 0                        | 20          | \$ 3,550         |        |
|                                                        | Task 7.2                                                                                       | Presentation Support                      | 14              | 6               | 0                        | 6           | 0                        | 26          | \$ 4,246         |        |
| TOTAL HOURS                                            |                                                                                                |                                           | 264             | 243             | 184                      | 116         | 34                       | 795         |                  |        |
| HOURLY RATE                                            |                                                                                                |                                           | \$185           | \$170           | \$95                     | \$106       | \$68                     |             |                  |        |
| TOTAL FEES                                             |                                                                                                |                                           | \$48,840        | \$41,310        | \$17,480                 | \$12,296    | \$2,312                  |             | \$ 122,238       |        |
| <b>EXPENSES</b>                                        |                                                                                                |                                           |                 |                 |                          |             |                          |             |                  |        |
| <b>Task 1 (Project Management)</b>                     |                                                                                                |                                           |                 |                 |                          |             |                          |             |                  |        |
| <i>FCS Group</i>                                       |                                                                                                |                                           |                 |                 |                          |             |                          |             |                  |        |
|                                                        | Project initiation and kickoff                                                                 |                                           |                 |                 |                          |             |                          |             | \$               | 1,560  |
|                                                        | Ongoing PM                                                                                     |                                           |                 |                 |                          |             |                          |             | \$               | 590    |
| <i>Enviroissues</i>                                    |                                                                                                |                                           |                 |                 |                          |             |                          |             |                  |        |
|                                                        | Project initiation, kickoff, ongoing PM                                                        |                                           |                 |                 |                          |             |                          |             | \$               | 8,134  |
| <b>Task 2</b>                                          |                                                                                                |                                           |                 |                 |                          |             |                          |             |                  |        |
| <b>Task 3</b>                                          |                                                                                                |                                           |                 |                 |                          |             |                          |             |                  |        |
| <i>MB&amp;G (or inventory sub) for 3.1</i>             |                                                                                                |                                           |                 |                 |                          |             |                          |             |                  |        |
|                                                        | Outsourced inventory cruise to a sub                                                           |                                           |                 |                 |                          |             |                          |             | \$               | 30,000 |
|                                                        | 300 hours of cruising time (600 plots, 14 plots per day; assume \$50 per plot)                 |                                           |                 |                 |                          |             |                          |             |                  |        |
| <i>MB&amp;G field work (QA/QC, check layout, etc.)</i> |                                                                                                |                                           |                 |                 |                          |             |                          |             |                  |        |
|                                                        | Mobile GPS Unit (\$50/day)                                                                     |                                           |                 |                 |                          |             |                          |             | \$               | 150    |
|                                                        | Hotel (\$96/night); 1 staff, 2 overnights each                                                 |                                           |                 |                 |                          |             |                          |             | \$               | 192    |
|                                                        | Per Diem (\$59 GSA regular; 3 days)                                                            |                                           |                 |                 |                          |             |                          |             | \$               | 177    |
|                                                        | Mileage (0.85/mi; 410 round per person, 2 round trips each; plus extra 60 to move around site) |                                           |                 |                 |                          |             |                          |             | \$               | 740    |
| <i>FCS Group</i>                                       |                                                                                                |                                           |                 |                 |                          |             |                          |             |                  |        |
|                                                        | Review existing financial plans and documents                                                  |                                           |                 |                 |                          |             |                          |             | \$               | 590    |
| <b>Task 4 (Special Topics)</b>                         |                                                                                                |                                           |                 |                 |                          |             |                          |             |                  |        |
| <i>MB&amp;G field work (1 staff, 2 nights)</i>         |                                                                                                |                                           |                 |                 |                          |             |                          |             |                  |        |
|                                                        | Mobile GPS Unit (\$50/day)                                                                     |                                           |                 |                 |                          |             |                          |             | \$               | 150    |
|                                                        | Hotel (\$96/night); 1 staff, 2 overnights each                                                 |                                           |                 |                 |                          |             |                          |             | \$               | 192    |
|                                                        | Per Diem (\$59 GSA regular; 3 days)                                                            |                                           |                 |                 |                          |             |                          |             | \$               | 177    |

|                                                                                                |    |                   |
|------------------------------------------------------------------------------------------------|----|-------------------|
| Mileage (0.85/mi; 410 round per person, 2 round trips each; plus extra 60 to move around site) | \$ | 740               |
| <i>FCS Group</i>                                                                               |    |                   |
| Finance special topics analysis                                                                | \$ | 6,590             |
| Memorandum                                                                                     | \$ | 3,180             |
| <i>Enviroissues</i>                                                                            |    |                   |
| Evaluate two issues: adjacent land use, proposed trail; prep summary memoranda                 | \$ | 3,988             |
| <b>Task 5</b>                                                                                  |    |                   |
| Heavy reliance on Tasks 3 and 4                                                                |    |                   |
| <b>Task 6 (Public Outreach)</b>                                                                |    |                   |
| <i>Enviroissues</i>                                                                            |    |                   |
| Tasks 6.1-6.2 combined                                                                         | \$ | 37,964            |
| direct costs                                                                                   | \$ | 500               |
| <b>Task 6.1 (Advisory Committee Facilitation)</b>                                              |    |                   |
| <i>MB&amp;G</i>                                                                                |    |                   |
| Hotel (\$96/night); 2 staff, 2 overnights (1 AC meeting, 1 field tour)                         | \$ | 384               |
| Per Diem (\$44.25 first and last day travel)                                                   | \$ | 354               |
| Mileage (0.85/mi; 410 round per person, 2 people); 2 trips                                     | \$ | 1,394             |
| <i>FCS Group</i>                                                                               |    |                   |
| Develop financial content (materials/slides) for meeting                                       | \$ | 1,180             |
| <b>Task 6.2 (Public Comment Tracking)</b>                                                      |    |                   |
| <i>FCS Group</i>                                                                               |    |                   |
| Provide content/support answering financial/rate specific questions                            | \$ | 1,180             |
| <b>Task 7.1 City Council Study Sessions</b>                                                    |    |                   |
| <i>MB&amp;G</i>                                                                                |    |                   |
| (all labor)                                                                                    |    |                   |
| <b>Task 7.2 (Presentation Support)</b>                                                         |    |                   |
| <i>MB&amp;G</i>                                                                                |    |                   |
| Hotel (\$96/night); 2 staff, one overnight                                                     | \$ | 192               |
| Per Diem (\$44.25 first and last day travel)                                                   | \$ | 177               |
| Mileage (0.85/mi; 410 round per person, 2 people)                                              | \$ | 697               |
| <i>Enviroissues</i>                                                                            |    |                   |
| Tasks 7.1-7.2 combined                                                                         | \$ | 5,842             |
| <i>FCS Group</i>                                                                               |    |                   |
| Support City staff: prep presentation and answer Council questions                             | \$ | 590               |
| <b>Task 8 Directed Services</b>                                                                | \$ | 5,000             |
| MB&G Subtotal                                                                                  | \$ | 5,715             |
| Inventory Cruise Subtotal                                                                      | \$ | 30,000            |
| FCS Group Subtotal                                                                             | \$ | 15,460            |
| Enviroissues Subtotal                                                                          | \$ | 56,428            |
| <b>Expenses Subtotal</b>                                                                       | \$ | 112,603           |
| <b>TOTAL NON-CONTINGENCY NOT-TO-EXCEED LABOR and EXPENSES</b>                                  |    | <b>\$ 234,841</b> |

## **Assumptions**

### **Task 1.**

#### **1.1**

Project set-up and kick-off

#### **1.2**

(25) bi-weekly meetings are 1/2 hr long and notes take 1/2 hr to prep

2hrs for invoicing each month (24)

6 internal meetings (1 hr each)

### **Task 2. Refine Goals and Identify Constraints**

Time for 2 internal virtual meetings with City staff

### **Task 3. Update Baseline**

Cruise possibly outsourced and accounted for above: 300 hours of cruising time (600 plots, 14 plots per day);

~40 days of field time; complete with two cruisers in 20 field days (4 weeks), 5-day stints of 8-hr days, plus 4 round trips each cruiser

170 hrs to process inventory (reduced by assumption that City will help with GIS: 16 hrs)

116hrs to complete assessment and prep Resource Assessment Report

### **Task 4. Special Topics**

Each topic will require 40 hrs to research and gather information (7 topics listed; 280 hrs)

Reduced MBG time by 120 hrs since FCS will handle 1 topic, and Enviroissues will handle 2 topics; MBG to handle ~5 (200hrs)

Report will require an additional 24 hrs to prepare

QAQC review time is included in task

### **Task 5. Update ULMP**

reduced LOE

### **Task 6. Public Outreach**

#### **6.1**

scoped at 5 meetings

1 will be in person, 4 virtual (takes ~4hrs one way to travel)

2 people from MB&G attend each meeting; PM and lead forester

16 hrs (8PM/8 forester) to prep presentation for each meeting, 2 hrs for meeting, 3 GIS hours for maps/figs for presentation

PM and lead forester will attend field visit; travel up the night before

#### **6.2**

Mostly handled by Enviroissues; some MBG time to help City address comments

### **Task 7. City Council Engagement**

#### **7.1 City Council Study Sessions**

scoped at 4 1-hr-long sessions attended virtually

2 people from MB&G attend each meeting; PM and lead forester

2 hrs to prep for each meeting (8 Pm, 8 forester)

#### **7.2 Presentation Support**

PM and lead forester will attend City Council meeting in person

Assited by Enviroissues so reduced MBG time to 24 hours to prep PowerPoint for presentation

assume 1 overnight stay

round trip travel is 8 hrs each, plus meeting time (12 hr day)

### **Task 8 Directed Services**

Services as directed by the City that arise as the project evolves. Requires written direction from City.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                    |                                                                                                                             |                                                                    |                                    |
|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------|
| <b>PRODUCER</b><br>JD Fulwiler & Co., Insurance<br>5727 S Macadam Ave.<br>Portland OR 97239        | <b>CONTACT NAME:</b> Cindy Mohr<br><b>PHONE (A/C, No, Ext):</b> 503-977-5643<br><b>E-MAIL ADDRESS:</b> cmohr@jdfulwiler.com |                                                                    | <b>FAX (A/C, No):</b> 503-977-5843 |
|                                                                                                    | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                        |                                                                    |                                    |
| <b>INSURED</b><br>Mason Bruce & Girard, Inc.<br>707 SW Washington, Suite 1300<br>Portland OR 97205 | MASOBRU-01                                                                                                                  | <b>INSURER A :</b> Federal Insurance Co                            | <b>NAIC #</b><br>20281             |
|                                                                                                    |                                                                                                                             | <b>INSURER B :</b> Travelers Casualty Insurance Company of America | 19046                              |
|                                                                                                    |                                                                                                                             | <b>INSURER C :</b> The Hartford                                    |                                    |
|                                                                                                    |                                                                                                                             | <b>INSURER D :</b> Great Northern Insurance Co                     | 20303                              |
|                                                                                                    |                                                                                                                             | <b>INSURER E :</b> Underwriters at Lloyds of London                | 15642                              |
|                                                                                                    |                                                                                                                             | <b>INSURER F :</b>                                                 |                                    |

**COVERAGES**

CERTIFICATE NUMBER: 1821282114

REVISION NUMBER:

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 REQUIREMENT, TERM OR CONDITION 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.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                   | ADDL INSD                       | SUBR WVD | POLICY NUMBER            | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------|--------------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| D        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                               | Y        | 36061706                 | 1/1/2023                | 1/1/2024                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY     |                                 |          | 73612935                 | 1/1/2023                | 1/1/2024                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Hired Auto PD Deds \$ 500/1,000                                                      |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                                  |                                 |          | 78195468                 | 1/1/2023                | 1/1/2024                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                      |
| C        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                          | Y/N<br><input type="checkbox"/> | N/A      | 52WECPI7230              | 1/1/2023                | 1/1/2024                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                               |
| B<br>E   | Professional Liability<br>Cyber Liability                                                                                                                                                                                                                                                                           |                                 |          | 106620746<br>W34B7723101 | 11/1/2022<br>4/16/2023  | 11/1/2023<br>4/16/2024  | Aggregate Each Claim \$1M Breach Response<br>5,000,000<br>5,000,000<br>\$1M Policy Agg.                                                                                                                                                           |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Excess Umbrella: 75119C221ALI 1/1/23-1/1/24 Aggregate: 5,000,000 Each Occurrence: \$5,000,000  
 Crime/Fidelity \$5,000,000 Limit; Fiduciary Liability \$5,000,000 Travelers Insurance Company 107198509 1/1/2023 - 1/1/24  
 OR Work Comp policy # 487388 1/1/23 - 1/1/24 Each Occurrence: 500,000

The City of Bremerton, its officers, officials, employees, agents and volunteers are included as Additional Insureds as respects operations of the Named Insured subject to policy terms, conditions, and exclusions per attached form. Coverage is Primary/Non-Contributory and Waiver of Subrogation in favor of City of Bremerton applies per attached form.

**CERTIFICATE HOLDER****CANCELLATION**

City of Bremerton  
 345 6th Street, Suite 100  
 Bremerton WA 98339

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

---

**Conditions**

(continued)

**Transfer Or Waiver Of  
Rights Of Recovery  
Against Others**

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

---



**Endorsement**

|                        |                                    |
|------------------------|------------------------------------|
| <i>Policy Period</i>   | JANUARY 1, 2023 TO JANUARY 1, 2024 |
| <i>Effective Date</i>  | JANUARY 1, 2023                    |
| <i>Policy Number</i>   | 3606-17-06 PTL                     |
| <i>Insured</i>         | MASON BRUCE & GIRARD INC           |
| <i>Name of Company</i> | GREAT NORTHERN INSURANCE COMPANY   |
| <i>Date Issued</i>     | JANUARY 19, 2023                   |

---

This Endorsement applies to the following forms:

## GENERAL LIABILITY

---

Under Who Is An Insured, the following provision is added.

**Who Is An Insured****Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
  - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

---

**Liability Endorsement**  
*(continued)*

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

**Authorized Representative**



NON-DISCLOSURE AGREEMENT

The City of Bremerton and Mason, Bruce & Girard agree as follows:

1. In order for Mason, Bruce & Girard to assist with the update to the City of Bremerton Utility Land Comprehensive plan, the City of Bremerton will provide access to the following information to Mason, Bruce & Girard, and its subcontractors:
  1. City of Bremerton Watershed Road Map
  2. 2006 Forest Land Management Analysis for the City of Bremerton Department of Public Works and Utilities
  3. Appendix A: City of Bremerton Watershed Fire Response Map
  4. Forest Health Assessment and Forest Management Practices Recommendations (University of Washington, 2019)
  5. Volume I, Utility Land Management Plan (1996)
  6. Volume II, Forest Management Plan (1996)
  7. 10 Year Guidelines Analysis for Sustainability of Timber Harvest (2016)
  8. City of Bremerton Integrated Vegetation Management Plan (2022)
  9. Water System Plan (2023)
  
2. City of Bremerton will provide access to the information to Mason, Bruce & Girard to facilitate the Utility Land plan update under the following terms and conditions:
  - a. Mason, Bruce & Girard shall enter into a Non-Disclosure Agreement with the City of Bremerton and agree to be bound by its terms relating to the City of Bremerton Watershed and Utility Lands and related information.
  
3. Mason, Bruce & Girard, and its subcontractors will not further disclose information relating to the City of Bremerton Watershed and Utility Lands unless:
  - a. The information becomes known to the public without the fault of Mason, Bruce & Girard, or its subcontractors EnviroIssues and FCS Group.
  - b. The information is disclosed publicly by the City of Bremerton; or
  - c. Required by law to disclose the information.
  
4. In the event of a breach of this Agreement by Mason, Bruce & Girard, the City shall be entitled to pursue any remedy now or hereafter available to under the law.

The undersigned hereby represent and warrant that they have the authority and are authorized to execute this Agreement.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF BREMERTON

MASON, BRUCE & GIRARD

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

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

# Project to Update the City of Bremerton Utility and Forest Land Management Plan



# Lead Consulting Firm



**Project Manager: Wendy Wente, Ph.D.**

## CAREER SUMMARY

- 29 years of experience in public and private sectors
- Joined MB&G in 2005

## EXPERTISE

- Certified Senior Ecologist
- Complex project management
- Extensive experience with public presentation



**Lead Forester: Brent Keller**

## CAREER SUMMARY

- 30 years of experience, 25 years at MB&G

## EXPERTISE

- Forestland management for municipal watersheds
- Extensive experience with all aspects of forestland management



# Supporting Team

## Public Engagement and Facilitation:



### Ryan Orth, Senior Associate

#### CAREER SUMMARY

- 20 years facilitation, public engagement and communications consulting
- Joined EnviroIssues in 2006
- Experience working in communities across Puget Sound and Washington state

#### EXPERTISE

- Multi-stakeholder process design and facilitation
- Community engagement planning and implementation
- Strategic communications and messaging, public information materials

# Supporting Team

## Financial Assessment Support:



### Angie Sanchez Virnoche, Principal

#### CAREER SUMMARY

- 30 years (since 1993) professional municipal rate and fee consulting experience
- Joined FCS GROUP in 2006
- Project experience with City of Bremerton since 2012

#### EXPERTISE

- Cost-of-Service Utility Rate Studies (Water, Sewer, Stormwater, Solid Waste and Electric)
- Fiscal Policy Development
- Comprehensive and Master Plan Financial Chapters
- Multi-year Financial Planning

# Scoped Tasks: Overview

- Task 1. Project Management
- Task 2. Refine Goals and Identify Constraints
- Task 3. Update Baseline Information
- Task 4. Special Topics
- Task 5. Update Utility Land Management Plan
- Task 6. Public Outreach
- Task 7. City Council Engagement
- Task 8. Directed Services



# Primary Goals of the Project

- Refine Plan Goals and Identify Constraints
- Complete a Field Evaluation and Assess Resources
- Review Special Topics and Apply Best Available Science
- Update the Plan

*Complete the Project with Robust Public Involvement*





# Task 1. Project Management

- Project kickoff and regular check-in meetings
- Schedule and deliverable management
- Quality control reviews
- Staff management
- Coordination with sub-consultants
- Invoicing and contract management



Wendy Wente, MB&G Prime Consultant  
Overall Project PM



Ryan Orth  
Enviroissues PM



Angie Sanchez Virnoche  
FCS Group PM



# Task 2. Refine Goals and Identify Constraints

- Use the 1996 Goals as a starting point to develop modern goals for this project.

*The Union River Basin will be managed to maintain the unfiltered water source status in conjunction with maintaining the forest health.*

*The Other Utility Lands shall be managed with the protection of surface waters for filtered water resource and protection of groundwater, in conjunction with maintaining forest health and generating revenue from timber harvest.*

# Task 3. Update Baseline Information

## Task 3.1 Field Evaluations and Resource Assessment

- Review and update existing baseline information
- Complete timber cruise and stand-based inventory
- Watershed assessment of forested lands
- Identify and map resources

## Task 3.2 Resource Assessment Report

- Document the results of the assessment



# Task 4. Special Topics

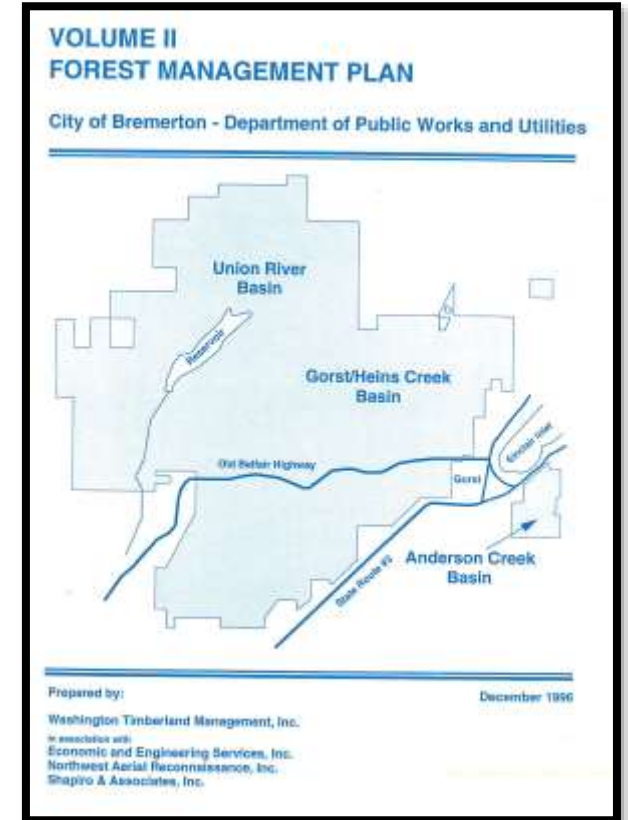
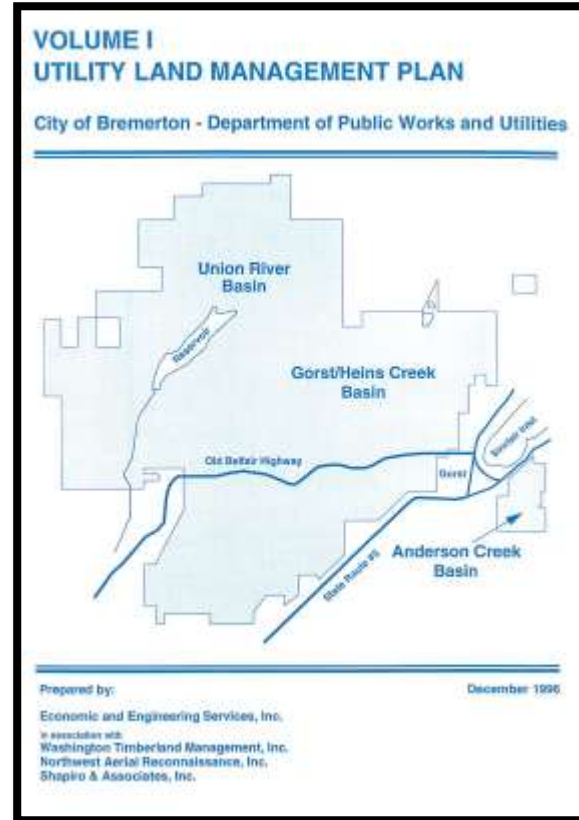


- Security
- Adjacent land use and potential conflicts
- Evaluate impacts and required mitigation for proposed Jarstad Park to Kitsap Lake Trail
- Sustainable timber harvest alternatives and associated revenue and water rate impacts
- Potential revenue generation via carbon credits and water rate impacts
- 20-yr forestry asset capital improvement plan
- Staffing level evaluation

# Task 5. Update Utility Land Management Plan

## Five Key Components

- Goals and Objectives
- Existing Conditions
- Utility Land Security
- Management Practices
- Implementation Plan
- Capital Improvement Plan





# Task 6. Public Outreach

## Task 6.1 Advisory Committee Facilitation

- 5 meetings and 1 field tour

## Task 6.2 Public Comment Tracking

- Public engagement through online forum





# Task 7. City Council Engagement

Task 7.1 City Council Study Sessions focusing on:

- Water utility
- Forestry management
- Finance
- Other Land Uses

Task 7.2 Presentation Support

- Final Plan presentation to City Council for approval

# Task 8. Directed Services

Provide additional services as directed by the City



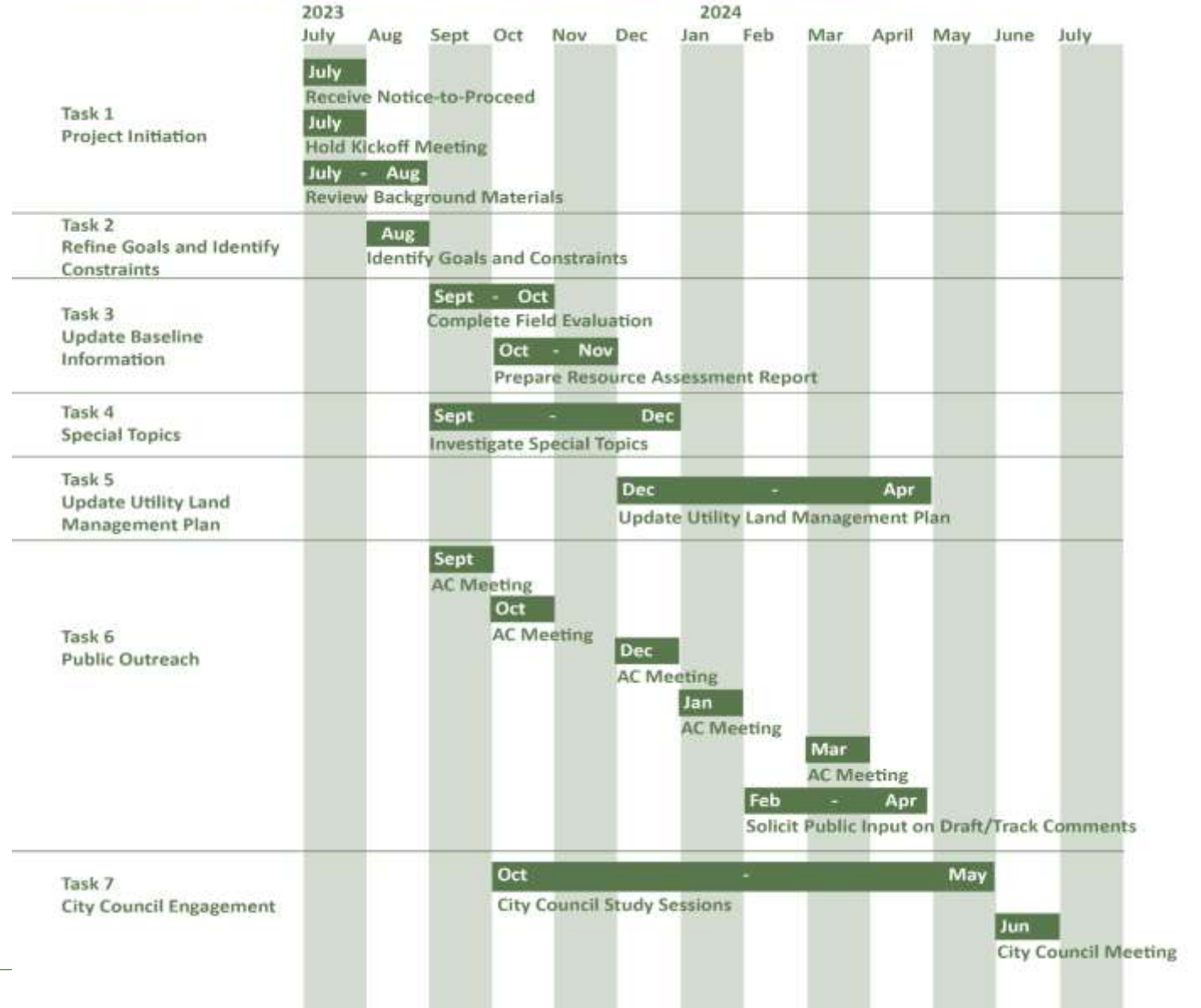
# Project Budget

|                                               |                  |
|-----------------------------------------------|------------------|
| Task 1. Project Management                    | \$24,762         |
| Task 2. Refine Goals and Identify Constraints | \$2,130          |
| Task 3. Update Baseline Information           | \$60,175         |
| Task 4. Special Topics                        | \$38,087         |
| Task 5. Update Utility Land Management Plan   | \$23,880         |
| Task 6. Public Outreach                       | \$65,514         |
| Task 7. City Council Engagement               | \$15,294         |
| Task 8. Directed Services                     | \$5,000          |
| <b>Total Labor &amp; Expenses</b>             | <b>\$234,841</b> |

# Project Schedule



Schedule for City of Bremerton Utility Land Management Plan Update



**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**B2**

**SUBJECT:**

Ordinance to amend BMC Chapter 5.36  
entitled "Special Events"

|                       |                       |
|-----------------------|-----------------------|
| Study Session Date:   | <u>July 12, 2023</u>  |
| COUNCIL MEETING Date: | <u>July 19, 2023</u>  |
| Department:           | <u>DCD</u>            |
| Presenter:            | <u>Justin Rowland</u> |
| Phone:                | <u>(360) 473-5279</u> |

**SUMMARY:**

The action before Council is make amendments to the Special Events Code (BMC Title 5.36); the proposed amendments are largely clerical.

The following list are new additions to the Special Events Code:

- Definitions
- Exemptions from the special event permit process
- Special Event Permit timelines
- Reference to the BMC provisions for code enforcement

The following list summarizes the Code updates that are minor updates and clarify existing language:

- Insurance requirements have been updated
- Clarification that First Amendment activities are exempt from permit requirements and adds language that allows for free speech activities to electively choose a to obtain a permit free of charge.

This item was presented to the Council's Public Safety Committee on June 1, 2023 and there was consensus to move these amendments forward.

**ATTACHMENTS:**

Proposed Ordinance

**FISCAL IMPACTS (Include Budgeted Amount):** None

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

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

**RECOMMENDED MOTION:**

Move to pass Ordinance No. \_\_\_\_\_ to amend Bremerton Municipal Code Chapter 36 Title 5 related to Special Events.

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



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

**AN ORDINANCE** of the City Council of the City of Bremerton, Washington, amending Chapter 5.36 of the Bremerton Municipal Code entitled "Special Events".

WHEREAS, the City adopted its first special events code in 1907 under Ordinance 200; and

WHEREAS, the City repealed Ordinance 200 and established new license standards and fees for special events in 1986 under Ordinance 4046; and

WHEREAS, the City has amended standards and requirements established in Ordinance 4046 since adoption; and

WHEREAS, the City desires to amend Chapter 5.36 of the Bremerton Municipal Code to update provisions relating to special event regulatory licenses; NOW THEREFORE,

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

**SECTION 1.** Chapter 5.36 of the Bremerton Municipal Code entitled "Special Events" is hereby amended to read as follows:

**Chapter 5.36  
SPECIAL EVENTS**

**~~5.36.010 — LICENSE REQUIRED~~**

~~No person, firm, company, or corporation shall run, manage, operate, or conduct any circus, parade, carnival games/rides, street fairs, sidewalk sales, or other promotional activity within the City without first obtaining a regulatory license in addition to a general business license issued under Chapter 5.02 BMC. Applications for regulatory licenses shall be filed with the Tax and License Division of the Department of Community Development.~~

**~~5.36.020 — LICENSE TERMS.~~**

~~The City reserves the right to charge any sponsor of a special event direct costs incurred by the City as a result of the event. Such costs may include the cost of barricading streets, plan reviews, or public safety involvement.~~

**~~5.36.050 — SPONSOR TO PROVIDE VENDOR LIST.~~**

~~The sponsor of the event will provide the Director of Community Development or designee with a list of all participating vendors at least three (3) days prior to the event.~~

**~~5.36.060 — USE OF CITY STREETS AND SIDEWALKS.~~**

~~No person, firm, company, or corporation shall run, manage, operate, or conduct sidewalk sales, business activities or special events of any nature upon any sidewalk, street, highway, alley~~

or other public property within the City, unless such activity is for the general public welfare and benefit.

~~5.36.070~~ ~~COMPLIANCE WITH OTHER PROVISIONS~~

~~No license shall be issued to any person, firm, company or corporation to run, operate, conduct or manage any show, exhibition, game or other special event within the City which is in violation of any ordinance of the City or statute of the State of Washington.~~

~~5.36.075~~ ~~INSURANCE REQUIRED.~~

~~Any person, firm, company, or corporation receiving a license pursuant to this chapter shall provide a certificate of insurance with minimum liability coverage of five hundred thousand dollars (\$500,000) combined single limit bodily injury and property damage, including products liability if food and/or beverage vending is part of the special event or public amusement. The certificate of insurance shall name the City as an additional insured if the license is for an event held on City property.~~

~~5.36.080~~ ~~NEIGHBORHOOD BLOCK PARTY EXEMPTION~~

~~Neighborhood block parties are exempt from having to apply for and obtain a special event permit. However, in the event a neighborhood block party will require a street closure, an application for street closure must be applied for using the form and process similar to that used for street closures for special events and with such terms and conditions as established by the Director of Public Works and Utilities or designee ("Director"). The granting of a street closure is subject to the discretion of the Director. For the purpose of this section, neighborhood block party is defined as follows: Neighborhood block parties provide opportunities to connect with neighbors, celebrate, work on common projects, and strengthen community relationships. These events are held and attended by people living in the neighborhood surrounding the street; they are not intended to be open to the general public.~~

5.36.010 PURPOSE.

It is expressly the purpose of this chapter to regulate and permit certain activities which may affect public health, safety and/or the social well-being of the City and its residents. It is the goal of the City to help coordinate events that bring the community together so that they are conducted in a manner that protects public health, safety, and welfare.

5.36.020 DEFINITIONS.

"Applicant" means a person or entity that applies for a special event permit.

"Commercial Filming Activities" means any commercial production of a film.

"Free Speech Activity" means an event to exercise First Amendment rights. Free speech activities can include but are not limited to rallies, marches, protests, and other demonstrations.

"Neighborhood Block Party" means an opportunity to connect with neighbors, celebrate, work on common projects, and strengthen community relationships. These events are held and attended by people living in the neighborhood surrounding the street; they are not intended to be open to the general public.

"Promotional Activity" means an event or series of events to attract potential consumers to purchase goods or services.

“Special Event” means an otherwise unpermitted organized formation of an activity including but not limited to a parade, fun run, foot or bicycle race, fundraising walk, bike-a-thon, car show, carnival, street fair, show, exhibition, sporting event, stunt, fair, auction, circus, or any similar event, promotional activity, activity, function or occurrence that:

(a) Makes special use of city streets, alleys, sidewalks, parks, parking lots, grounds, facilities, waterways, or other city property;

(b) Significantly impacts the health, safety or welfare of the public;

(c) Obstructs vehicular or pedestrian traffic or has significant noise or visual impacts;

(d) Significantly impacts the quiet use and enjoyment of real property; or

(e) Makes use of city services or resources.

“Special Event Permit” means a regulatory license per Chapter 5.03 BMC for special events issued by the Department of Community Development.

“Significant impact or variations thereof” means an effect or consequence that is more intense than, or exceeds, that which is normal, typical or customary in a particular context. The context may vary with the physical setting. Intensity depends on the magnitude and duration of an impact.

“Sponsor” means a person, organization, company, nonprofit, or corporation managing, running, operating, or conducting a special event and has the authority to do so.

#### **5.36.030 LICENSE – REQUIRED AND TERMS.**

(a) No person, firm, company, or corporation shall run, manage, operate, or conduct a Special Event within the City without first obtaining a Special Event Permit in addition to a general business license issued under Chapter 5.02 BMC.

(b) The City reserves the right to charge any sponsor of a special event direct costs incurred by the City as a result of the event. Such costs may include, but are not limited to, the cost of barricading streets, plan reviews, or public safety involvement.

(c) Conditions such as hours of operation, sanitation, and others may be imposed as conditions of approval if it is found they are necessary to mitigate identifiable adverse impacts.

(d) A Promotional Activity with temporary merchants or mobile food vendors, as defined in Chapter 5.16.010, that do not have a current City business license may apply for a special event permit in lieu of individual business licenses. The sponsor must provide a list of all participating vendors per the regulations of this chapter.

#### **5.36.035 LICENSE – EXPIRATION AND LIMITS.**

(a) Special Event Permits shall expire the day after the last scheduled day of the event listed on the application or on December 31 of the calendar year for special events that are held multiple times throughout the year.

(b) No special event may operate more than fourteen (14) cumulative days in any calendar year.

#### **5.36.040 EXEMPTIONS.**

(a) An exemption from a Special Event Permit is not an exemption from other approvals that may be required for the closure of roads or the exclusive use of City parks or facilities. This section does not preclude any exempt event from applying for a special event permit as an optional process for the use of City services, facilities/property, or resources.

(b) Neighborhood block parties are exempt from having to apply for and obtain a Special Event Permit. However, in the event a neighborhood block party will require a street closure, an application for street closure must be applied for using the form and process similar to that used for street closures for special events and with such terms and conditions as established by the Director of Public Works and Utilities or designee (“Director”). The granting of a street closure is subject to the discretion of the Director.

(c) Free Speech Activities are exempt from obtaining a Special Event Permit. If a Free Speech Activity electively pursues a Special Event Permit, it shall be processed promptly, without the charge of fee, or imposing terms or conditions that infringe upon constitutional freedoms, and in a manner that respects the liberty of the applicant(s) and the public. If a Free Speech Activity is hosting a commercial component, such as but not limited to, vendors tabling information or actively selling goods or services, a Special Event Permit is required for the commercial component.

(d) Farmers Markets are exempt from Special Event Permits when:

(1) The event is a “Qualifying farmers market” as defined per RCW 66.24.170(5)(g)(i) and only exempt goods are being sold per RCW 36.71.090; or

(2) A Farmers Market is held at a City park or facility and has entered into a Use Agreement with the City.

(e) A Special Event may be exempted from a Special Event Permit at the discretion of the Director of Community Development.

#### **5.36.050 COMMERCIAL FILM ACTIVITIES.**

Commercial Film activities require a Special Event Permit except when one of the following are true:

(a) Filming is part of an already approved Special Event Permit; or

(b) When all of the following are true:

(1) There will be no obstruction of vehicular or pedestrian traffic;

(2) There will be no significant noise or visual impact;

(3) The filming does not make special use of City services or resources;

(4) A City of Bremerton Business License is obtained prior to filming.

#### **5.36.060 SPONSOR TO PROVIDE VENDOR LIST.**

The sponsor of the event will provide the Director of Community Development or designee with a list of all participating vendors at least fourteen (14) days prior to the event. Additional insurance requirements may apply to certain vendors, i.e. inflatable amusement games, pyrotechnics, service of alcohol, etc.

#### **5.36.070 USE OF CITY STREETS AND SIDEWALKS.**

No person, firm, company, or corporation shall run, manage, operate, or conduct sidewalk sales, business activities or special events of any nature upon any sidewalk, street, highway, alley or other public property within the City, unless such activity is for the general public welfare and benefit.

#### **5.36.071 COMPLIANCE WITH OTHER PROVISIONS**

No permit shall be issued to any person, firm, company or corporation to run, operate, conduct or manage any show, exhibition, game or other special event within the City which is in violation of any ordinance of the City or statute of the State of Washington.

**5.36.075 INSURANCE REQUIRED.**

(a) Any person, firm, company, or corporation receiving a permit pursuant to this chapter shall provide a certificate of insurance with minimum liability coverage of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate, including products/completed operations coverage if food and/or beverage vending is part of the special event or public amusement. The certificate of insurance shall name the City as an additional insured using additional insured endorsement form at least as broad as Insurance Services Office, Inc (ISO) CG 20 12 or CG 20 26. The City, at its sole discretion, reserves the right to require higher minimum limits of general liability insurance as well as different types of insurance depending on the elements of the event (i.e. drones, involving navigable waters, run/walk races, alcohol service, large crowds, pyrotechnics, etc.)

(b) Any person, firm, company, or corporation receiving a permit pursuant to this chapter shall agree to indemnify, defend and hold the City, its officers, employees, volunteers and agents harmless from all causes of action, claims or liabilities occurring in connection with the permitted event, except those which occur due to the City's sole negligence.

**5.36.080 VIOLATIONS AND ENFORCEMENT.**

Any person, firm, company, or corporation that is found to be operating a Special Event without obtaining a Special Event Permit according to this chapter, shall be subject to penalties per BMC 5.03.140. Non-conformance with this chapter and/or the conditions of the Special Event Permit justifies a revocation of the permit and/or denial of future applications under this chapter per BMC 5.03.060. A denial or revocation of the permit shall follow the procedures of BMC 5.03.070. Any revocation of a Special Event Permit shall take effect at midnight the date of issuance.

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

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

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

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



JEFF COUGHLIN, Council President

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

PUBLISHED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

EFFECTIVE the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**B3**

**SUBJECT:**

Agreement with Capital Heating & Cooling, Inc. for the Bremerton Library Building HVAC Systems Project

|                       |                       |
|-----------------------|-----------------------|
| Study Session Date:   | <u>July 12, 2023</u>  |
| COUNCIL MEETING Date: | <u>July 19, 2023</u>  |
| Department:           | <u>PW&amp;U</u>       |
| Presenter:            | <u>Chris Mottner</u>  |
| Phone:                | <u>(360) 473-2316</u> |

**SUMMARY:**

The City advertised to construct the new HVAC Equipment and associated work for heating, cooling, and outside air ventilation, for the Martin Luther King Jr. Library Building on 05/30/23. Two bids were received. Low Bid was from Capital Heating and Cooling, Inc. of Lacey, WA. The Department requests approval of the bid award to Capital Heating & Cooling, Inc. in the bid amount of \$495,112.80.

**ATTACHMENTS:**

- 1) Bid Proposal from Capital Heating and Cooling, Inc.
- 2) Agreement
- 3) Bid Tabulation Form

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

Bid amount is \$495,112.80 including WA State Sales Tax. This project is included in the 2023 Capital Improvement Fund and is primarily funded by a \$400K legislative appropriation, with the balance from REET and the General Fund.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:**

Move to award the contract with Capital Heating & Cooling, Inc. for the construction of the Bremerton Library Building HVAC Systems Project, and amend the budget to reflect the Project Contract amount and the additional proceeds from REET; 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

# BID FORMS

## BID PROPOSAL

For lump sum project

### Bremerton Library Building HVAC Systems Project

**Form Instructions:** List the bid amount in dollars and cents in numerals. Low bid shall be based on TOTAL BID AMOUNT.

**NOTE 1:** Tax Rule 170 applies to this project. DO NOT INCLUDE SALES TAX IN BID ITEM 1: LUMP SUM BID AMOUNT.

**NOTE 2:** Bid Item 2 'Force Account for Minor Changes' is included in the contract for payment of authorized work changes. Payment from this bid item is permitted only when authorized in writing by the Owner.

---

This lump sum bid amount shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Washington Division of Industrial Safety and Health Act (WISHA), and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Proposal, and all costs therefore shall be included in the prices named in the Bid Proposal for the various appurtenant items of work.

Bid Item 1: LUMP SUM BID AMOUNT (w/o sales tax): \$ 443,400.00

Bid Item 2: FORCE ACCOUNT FOR MINOR CHANGES: \$10,000.00

SUBTOTAL (Sum of Bid Item 1 and Bid Item 2): \$ 453,400.00

SALES TAX (9.2% OF SUBTOTAL) \$ 41,712.80

**TOTAL BID AMOUNT (Sum of SUBTOTAL and SALES TAX)**

\$ 495,112.80

## AGREEMENT

THIS AGREEMENT is entered into between the City of Bremerton, a Washington Municipal Corporation ("City"), and Capital Heating and Cooling, Inc. ("Contractor"), whose mailing address is 1218 Carpenter Road SE, Lacey WA 98503.

The parties agree as follows:

**1. CONTRACTOR SERVICES.** The Contractor shall perform the services for the City as described in the contract documents titled 'Bremerton Library Building HVAC Systems Project'. To include, but not be limited to installation of specified City of Bremerton purchased HVAC equipment and components for the new HVAC systems, dedicated outside air system, piping, connections, demolition, electrical, plumbing and all other associated system components as necessary for a complete, fully functional HVAC system with dedicated outside air system project and shall perform any changes in the work in accord with the Contract Documents.

**2. TIME OF COMPLETION and LIQUIDATED DAMAGES.** Contractor shall complete the work within **90 calendar days** from the date of issuance of the City's Notice to Proceed. CITY and the CONTRACTOR recognize that time is of the essence for this Agreement and that the CITY will suffer financial loss if the WORK is not completed within the time specified. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CONTRACTOR shall pay the CITY liquidated damages in the amount of \$500 per calendar day after 90 calendar days until the date of Substantial Completion.

**3. COMPENSATION.** The City shall pay the Contractor not to exceed the total amount of \$ 495,112.80, which includes any applicable Washington State Sales Tax, for the work and services contemplated for The Martin Luther King Jr. Library Building in this agreement. The Contractor shall invoice the City monthly. The City will pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the City. The City payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

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

**4. INDEPENDENT CONTRACTOR.** Contractor is and shall be at all times acting as an independent contractor and not as an employee of the City. The Contractor shall secure as its expense, compensation, unemployment compensation, and all other payroll deductions for the Contractor,

officer, agents, employees and sub-contractors. The Contractor shall also secure all applicable business licenses, if required, in connection with the contract services, including all required licenses for Contractor's officers, agents, employees, and sub-contractors.

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

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

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

6. **PREVAILING WAGES.** Contractor shall file a "Statement of Intent to Pay Prevailing Wages" with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. Contractor will be required to pay Kitsap County prevailing wage rates current on the bid opening date. The Kitsap County rates are available at the Department of Labor and Industries website.

7. **CHANGES.** The City may issue a written work change directive for any change in the Contract work during the performance of this agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the City's project manager within two (2) business days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving a written work change directive or change order from the City. If the Contractor fails to require a change order within the time allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below:

- A. Procedure and Protest by the Contractor. If the Contractor disagrees with anything required by a work change directive or change order, including any direction, instruction, interpretation, or determination by the City, the Contractor shall:
  - 1. Immediately give a signed written notice of protest to the City;
  - 2. Supplement the written protest within fourteen (14) calendar days with a written statement that provides the following information:



- a. The date of the Contract's protest.
- b. The nature and circumstances that caused the protest.
- c. The provisions in this agreement that support the protest.
- d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.
- e. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

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

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

- B. Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed promptly with the work as the City has ordered.
- C. Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written order (including directions, instructions, interpretations, and determination).
- F. Payment for Changes. In the event that there are any liens on file against the City of Bremerton, the City of Bremerton shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Bremerton to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk.

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

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

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

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

**10. INDEMNIFICATION.** Contractor shall defend, indemnify and hold the City, its officer, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including all legal costs and attorney fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the City's sole negligence.

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

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

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

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

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

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

- A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- B. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU);
- C. Excess Liability insurance with limits not less than \$1,000,000 per occurrence and aggregate; and

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

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

The City, its officials, employees, agents and volunteers shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance.

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

The Contractor'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 Contractor to advise the City's Risk Manager by fax at (360) 473-5161, or by certified mail, return receipt requested to City of Bremerton, Attn: Risk Management, 345 6th Street, Suite 100, Bremerton, WA 98337 within two days of the cancellation, suspension or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

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

## 12. MISCELLANEOUS.

- A. Equal Employment Opportunity Statement: It is the policy of the City of Bremerton to offer equal employment opportunity to all individuals. The City of Bremerton will administer all actions with respect to employment practices in compliance with federal, state and local laws, and will not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental or sensory disability.
- B. ADA Statement: The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services, and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.
- C. Compliance with Laws. Contractor shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this agreement.
- D. Work Performed at Contractor's Risk. Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of this agreement. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use

in connection with the work.

- E. Non-waiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.
- F. Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the City and Contractor under any of the provisions of this agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the Kitsap County Superior Court, Kitsap County, Washington.
- G. Attorney's Fees. To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the City's right to indemnification under Section 10 of this agreement.
- H. Written Notice. All communications regarding this agreement shall be sent to the parties at the addresses listed on the signature page of this agreement, unless otherwise noted. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated on this agreement.
- I. Assignment. Any assignment of this agreement by the Contractor without the written consent of the City shall be void.
- J. Modification. No waiver, alteration, or modification of any of the provisions of this agreement be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- K. Severability. If any one or more sections, sub-sections, or sentences of this agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this agreement and the remainder shall remain in full force and effect.
- L. Entire Agreement. The written provisions and terms of this agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this agreement. This agreement and any attached Exhibits contain the entire agreement between the parties. Should any language in any Exhibit to this agreement conflict with any language contained in this agreement, the terms of this agreement shall prevail.
- M. Mutually Bound. Contractor and Subcontractor are mutually bound by the terms of this agreement. Terms of this agreement will apply to the work of any subcontractor. The Contractor shall assume toward the subcontractor all obligations and responsibilities the Owner, under this agreement, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under this agreement, assumes towards the Owner.
- N. Solicitation of Minority Business. Per RCW 35.22.650, Contractor agrees that the contractor shall actively solicit the employment of minority group members. Contractor further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal

proposals in the light most favorable to said minority businesses. The contractor shall be required to submit evidence of compliance with this section as part of the bid.

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

CONTRACTOR

THE CITY OF BREMERTON

Print Name: Bill Schmidtke  
Title: President  
DATE: \_\_\_\_\_

Print Name: Greg Wheeler  
Title: Mayor  
DATE: \_\_\_\_\_

**Notices to be sent to:**

**Notices to be sent to:**

CONTRACTOR:

CITY OF BREMERTON:

Bill Schmidtke  
1218 Carpenter Road SE  
Lacey, WA 98503  
(360) 491-7450  
[Bill@capitalheatingandcooling.com](mailto:Bill@capitalheatingandcooling.com)

Chris Mottner  
100 Oyster Bay Avenue N.  
Bremerton, WA 98312  
(360) 473-2316  
(360) 473-5360 (facsimile)

APPROVED AS TO FORM:

\_\_\_\_\_  
Kylie J. Finnell  
Bremerton City Attorney

ATTEST:

\_\_\_\_\_  
Angela Hoover, City Clerk





**CITY OF BREMERTON  
 BID TABULATION SHEET**

Date Recorded: 6/22/2023  
 Project Name: Bremerton Library Building HVAC Systems Project #49125  
 Installation of specified City purchased HVAC equipment and components for heating and cooling capabilities, as well as a dedicated outside air system.  
 Project Description: Includes duct and piping demolitions and associated work.

| No. | Bidder Name     | Bidder Address                                 | Bid Bond<br>(Yes or No) | Bid Subtotal Amount | Sales Tax<br>9.2% | Total Bid Amount |
|-----|-----------------|------------------------------------------------|-------------------------|---------------------|-------------------|------------------|
| 1   | CAPITAL HEATING | PO Box 3387<br>Lacey, WA. 98509                | YES                     | \$ 453,400.00       | 41712.80          | \$ 495,112.80    |
| 2   | APEx MECHANICAL | 1507 SE. ARROW BLD.<br>BATTLEGROUND, WA. 98604 | YES                     | \$ 1,127,000.00     | 103,684.00        | \$ 1,230,684.00  |
| 3   |                 |                                                |                         | \$                  |                   | \$               |
| 4   |                 |                                                |                         | \$                  |                   | \$               |
| 5   |                 |                                                |                         | \$                  |                   | \$               |
| 6   |                 |                                                |                         | \$                  |                   | \$               |
| 7   |                 |                                                |                         | \$                  |                   | \$               |
| 8   |                 |                                                |                         | \$                  |                   | \$               |
| 9   |                 |                                                |                         | \$                  |                   | \$               |
| 10  |                 |                                                |                         | \$                  |                   | \$               |

Apparent Low Bidder: CAPITAL HEATING \$ 495,112.80  
 Second Low Bidder: APEx MECHANICAL \$ 1,230,684.00  
 Third Low Bidder: --- \$ ---  
 Engineer's Estimate: \$ 315,000.00

Bids Received By Date: 6/22/2023  
 Time: 10:00 AM  
 Sealed Bids Opened By: ANGELA MOOREHEAD - CITY CLERK  
 Bids Recorded By: CHRIS MONTMORL - INTERIM SENIOR MANAGER

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**B4**

**SUBJECT:**

Professional Services Agreement with  
Kennedy Jenks for 2023 Wastewater  
Comprehensive Plan Update

|                       |                       |
|-----------------------|-----------------------|
| Study Session Date:   | <u>July 12, 2023</u>  |
| COUNCIL MEETING Date: | <u>July 19, 2023</u>  |
| Department:           | <u>PW&amp;U</u>       |
| Presenter:            | <u>Bill Davis</u>     |
| Phone:                | <u>(360) 473-2312</u> |

**SUMMARY:**

WAC 173-240-050 describes the requirements for comprehensive sewer plans that must be prepared and updated by local agencies to ensure current and future wastewater service to its customers. The City's most recent plan was completed in 2014 and the City updates the plan periodically (typically every 10 years). The City completed a consultant selection process and selected Kennedy Jenks to update the sewer plan. The fee for Kennedy Jenks services is \$638,507.

**ATTACHMENTS:**

Professional Services Agreement with Exhibits A, B, and C

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

This project is included in the 2023 and 2024 Wastewater CIP.

**STUDY SESSION AGENDA:**

Limited Presentation       Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda       General Business       Public Hearing

**RECOMMENDED MOTION:**

Move to approve the Professional Services Agreement between the City of Bremerton and Kennedy Jenks in the amount of \$638,507; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

**COUNCIL ACTION:**

Approve       Deny       Table       Continue       No Action

**PROFESSIONAL SERVICES AGREEMENT**  
**Wastewater Comprehensive Plan Update / #5884**

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

**I. Scope:** The Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 18, 2023, including any attachments thereto, attached hereto as Exhibit A, which is incorporated by reference herein. The Scope of Work may be modified only pursuant to Section VII.H of this Agreement. If the Scope of Work provides for unspecified additional services such services shall only be performed upon the express written request of the City. Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

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

**III. Compensation:** In consideration of the services provided pursuant to this Agreement, the City shall pay the Consultant an amount not to exceed \$638,507. Consultant’s charges and bills shall conform to the fee schedule attached hereto as Exhibit C and incorporated herein by this reference.

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

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

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

**IV. Relationship of Parties:** Consultant represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field

of expertise. Consultant and its personnel are independent Consultants and not employees of the City. Consultant and its personnel have no authority to bind the City or to control the City's employees and other Consultants. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. Consultant will be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Consultants to perform the same or similar work.

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

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

## **V. Indemnification:**

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

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

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

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

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

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

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

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

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

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

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

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

The Consultant's insurance shall be primary and non-contributory insurance as respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies. It shall be an affirmative



obligation upon Consultant to advise the City's Risk Manager by fax at (360) 473-5161, or by certified mail, return receipt requested to City of Bremerton, Attn: Risk Management, 345 6<sup>th</sup> Street, Suite 100, Bremerton, WA 98337 within two days of the cancellation, suspension or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

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

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

## **VII. General Conditions:**

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

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

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

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

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

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

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

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

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

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

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

Notices to be sent to:

Notices to be sent to:

CITY:

CONSULTANT:

Attn: Angela Hoover  
City of Bremerton  
345 6<sup>th</sup> Street, Suite 100  
Bremerton, WA 98337-1891

Attn: Andrew Perez  
Kennedy Jenks  
32001 32<sup>nd</sup> Ave S, Ste 100  
Federal Way, WA 98001

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

K. Non-Waiver of Breach: The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred

in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

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

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

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

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

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

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

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

If the City receives reimbursement by any federal, state, or other source for work described in Section I herein, and that funding is withdrawn, reduced or limited in any way, or the project is cancelled or substantially reduced after the execution date of this Agreement and prior to the completion of the work, the City may summarily terminate this Agreement.

A. Excusable Delays: The right of Consultant to proceed shall not be terminated nor shall Consultant be charged with liquidated damages for any delays in the completion of the work due to: 1) any acts of the federal government in controlling, restricting, or requisitioning materials,

equipment, tools, or labor by reason of war, national defense, or other national emergency; 2) any acts of the City, its consultants, or other public agencies causing such delay; and 3) causes not reasonably foreseeable by the parties at the time of the execution of the Agreement that are beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God, fires, floods, strikes, or weather of unusual severity. PROVIDED, HOWEVER, that the Consultant must promptly notify the City within ten (10) calendar days in writing of the cause of the delay. If, on the basis of the facts and the terms of this Agreement, the delay is properly excusable, the City shall, in writing, extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

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

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

CITY:

CONSULTANT:

**CITY OF BREMERTON**

**KENNEDY JENKS**

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

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

Print Name: Greg Wheeler

Print Name: Michael Lubovich

Its: Mayor

Its: Operations Manager

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

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

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
Kylie J. Finnell, Bremerton City Attorney

By: \_\_\_\_\_  
Angela Hoover, City Clerk

## EXHIBIT A – SCOPE OF SERVICES

### WASTEWATER COMPREHENSIVE PLAN UPDATE

May 18, 2023

---

**Project Title: City of Bremerton Wastewater Comprehensive Plan Update**

---

#### **Background**

The City of Bremerton (City) wishes to update their Wastewater Comprehensive Plan (WWCP) to identify, outline, and program collection system and wastewater treatment facility (WWTP) improvements for the next 20 years. The WWCP will be developed in accordance with the requirements in the Washington State Administrative Code (WAC) section 173-240-050 and submitted to the Washington State Department of Ecology (Ecology) for approval. The City selected Kennedy Jenks (Consultant) to develop the WWCP update.

This scope of work consists of Engineering Services to perform the WWCP Update.

---

## **Project 1 – Wastewater Comprehensive Plan Update**

---

Consultant will develop a WWCP Update for submission and approval by Ecology. The WWCP will look at improvements across the entirety of the City’s wastewater system, including the collections system and the WWTP for a 20-year period beginning from 2023 to 2043.

### **Task 100 – Meetings and Workshops**

#### **Sub-Task 101: Meetings**

*Consultant Services:*

##### **City Kickoff Meeting**

Prepare for, attend, and facilitate a virtual kick-off meeting with City and design team members. The meeting is anticipated to have a 4-hour duration and will be attended by up to 3 design team members.

Client stakeholders, planned roles and responsibilities, project scope, schedule, budget, project controls processes, deliverables, workshops, key deliverable dates and milestones, and key technical issues shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

##### **Business Risk and Vulnerability Assessment (BRVA) Results Meeting**

Prepare for, attend, and facilitate a virtual BRVA Results Meeting with City staff and design team members. The meeting is anticipated to have a 1-hour duration and will be attended by up to 3 design team members.

##### **Collection System Model Planning Meeting**

Prepare for, attend, and facilitate a virtual Collection System Modeling Planning Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team members.

The focus areas of the Collection System model, including the Crosstown Pipeline, will be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

##### **Collection System Analysis Review Meeting**

Prepare for, attend, and facilitate a virtual Collection System Review Meeting with City staff and design team members. The meeting is anticipated to have a 1-hour duration and will be attended by up to 3 design team members.

Results of Collection System Analysis shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

##### **WWTP System Analysis Review Meeting**

Prepare for, attend, and facilitate a virtual WWTP System Review Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team members.

Results of WWTP System Analysis shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.



### **Improvement Alternatives Analysis Meeting**

Prepare for, attend, and facilitate a virtual Improvement Alternatives Analysis Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team members.

Improvement Alternatives shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

### **Capital Improvement Plan Review Meeting**

Prepare for, attend, and facilitate a virtual Capital Improvement Plan Review Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team staff. Proposed Capital Improvement Plan shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

### **Wastewater Comprehensive Plan Draft Review Meeting**

Prepare for, attend, and facilitate a virtual WWCP Update Draft Review Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team members.

The Draft WWCP Update shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

## **Sub-Task 102: Workshops**

*Consultant Services:*

### **BRVA Workshops**

Prepare for, attend, and facilitate twenty (20) hours of Business Risk and Vulnerability Assessment Workshops with City staff and design team members to include the City's Asset Manager. The workshop is anticipated to have a 4-hour duration each day and will be attended by up to 4 design team members.

### **Flow and Loads & Service Levels Workshop**

Prepare for, attend, and facilitate a virtual Flows and Loads & Service Levels Workshop with City staff and design team members. The meeting is anticipated to have a 3-hour duration and will be attended by up to 3 design team members.

Strategy for determining the WWTP influent flows and loads for the planning period as well as overall WWTP and collection system Service Levels shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

### **City Responsibilities:**

- Provide for City staff participation in all meetings and workshop. In addition to having the WWTP Manager and City Project Manager at each meeting/workshop, we request the following City staff:
  - WWTP Operations and Maintenance staff at BRVA Workshops

- Inform Consultant in a timely manner of any project changes that could impact Consultant's scope, deliverables, schedule, and/or budget.

***Assumptions:***

- All meetings will be conducted virtually.
- Two of the BRVA workshops will be held in-person in Bremerton at either City Hall or the WWTP.

***Deliverables:***

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).
- Workshop Agenda and Notes (Electronic, Adobe Acrobat format).

**Task 200 – Wastewater Comprehensive Plan**

This task will include data collection, system analysis, inspection and field work, engineering analysis and recommendations, financial analysis, and a capital improvement plan development which will be used to prepare a wastewater comprehensive plan (WWCP) in accordance with WAC 173-240-050 for submission to Ecology.

**Sub Task 201: Data Collection and Document Review**

***Consultant Services:***

Consultant shall gather and review information provided by the City which may include historical trend data from SCADA, diurnal peaking factors and storm data, CCTV inspection reports, City's GIS database, WWTP performance data, as-built drawings, wastewater sampling data, existing NPDES permit, existing O&M manuals, organizational structures, previous long-range plans, and repair/replacement/maintenance history.

Consultant shall develop request for information (RFI) for a comprehensive data request to the City. After receipt of available information, Consultant shall perform a gap analysis of the collected data and develop a list of additional information needed to develop the WWCP.

***City Responsibilities:***

- Provide information requested by Consultant to extent possible

***Assumptions:***

- Up to 2 RFI's for project.
- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.

- City will provide historical record of facility connection charges by basin (approximately 5 years of records).
- City shall provide all necessary GIS files not publicly available.
- City will provide any planned or proposed updates to the zoning map

***Deliverables:***

- Comprehensive information request for supplemental background data to review.

**Sub Task 202: Establish Flows and Loads**

*Consultant Services:*

The Consultant shall establish wastewater influent characterization including 20-year projected influent flows to the WWTP. Consultant will prepare a sampling plan for the City to collect wastewater data to create a wastewater loading profile for use in the process analysis and improvements evaluations. The projected flows and loads established during this assessment will serve as a basis for the system analysis and will be discussed with the City at a Flows and Loads Workshop. The results of the analysis will be summarized in a technical memorandum.

This task consists of:

- Create wastewater sampling plan
- Establish baseline wastewater influent characterization
- Develop and submit a Draft TM to City
- Respond to City comments and submit Final TM to the City.

***City Responsibilities:***

- Collect and analyze WWTP samples in accordance with Consultant’s Sampling Plan. City will pay all costs to process wastewater samples

***Assumptions:***

- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.
- Additional wastewater samples shall be collected by the City with guidance from Consultant as to location within the wastewater process, quantity, and parameters analyzed.
- Population forecasts shall be established for the 20-year planning period using the population forecast consistent with the City’s most recent Comprehensive Plan as a baseline.

***Deliverables:***

- Wastewater sampling plan
- Draft and Final Flows and Loads TM?

### **Sub Task 203: System Analysis**

#### *Consultant Services:*

The Consultant shall identify the planning area for the WWCP review existing population data, and identify 20-year population projections for use in the WWCP. The Consultant shall also analyze existing flow data and develop a Collection System model using InfoSWMM software. The model will consist of the following basins with the model confined to the major trunklines (10in diameter or larger) for each identified basin:

- PSIC
- KCSD #1
- Warren Avenue
- Anderson Cove
- Callow Basin

Consultant will use the model to assess the projected flows through the Crosstown Pipeline including the flow from the Central Bremerton force main. The Consultant will analyze multiple flow scenarios to identify future capacity limitations within these major trunklines, specific to the basins modelled.

The Consultant shall execute collection system scenario analysis to include up to six (6) scenarios to include calibration of model and the following scenarios:

- Baseflow/ Annual Average (Existing, 2043)
- Peak flow (Existing, 2043)
- Peak flow (Existing, 2043) with identified improvements

The Consultant shall also develop a hydraulic model for the WWTP using Visual Hydraulics. The Consultant shall execute the WWTP hydraulic analysis based upon the current plant configuration to identify hydraulic bottlenecks based on current and projected peak day and peak hour flows for the planning period.

The Consultant shall also develop a WWTP process model using BioWin for the purpose of assessing process limitations within the existing WWTP under current and future flow and load scenarios. The process model will be based on current WWTP process configuration.

The Consultant shall conduct up to six (6) simulated scenarios using the calibrated process model to evaluate plant performance with largest unit of various processes out of service as well as plant performance with proposed improvements.

### ***Assumptions:***

- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.
- Focus of collection system model analysis will be the downtown area. The UGA will not be modeled and improvements within the UGA will not be considered.
- Nitrogen removal analysis and strategies will be based upon recent HDR report provided by City.
- Any identified nitrogen removal related improvements from the HDR report will be incorporated in the process model.
- The ETP will not be modeled and the City will provide information from their existing improvement efforts at the ETP for incorporation into the WWCP.

### ***Deliverables:***

- WWTP and Collection system modelling results shall be summarized in the WWCP.

## **Sub-Task 204: Inspection and Assessments**

### ***Consultant Services:***

Consultant shall perform a field inspection condition of WWTP and Collection System assets. The scope of these inspections and assessments are as follows:

### **Collection System**

Consultant shall perform a condition and performance and pump test at ten (10) of the City's pump stations (PS) and one (1) of the City's odor control facilities. Assessments shall focus on the following asset classes: Rotating, Fixed, Linear, Structural, Electrical, Instrumentation & Control/SCADA. Performance assessment shall include pump draw down testing and O&M staff interview pertaining to historical maintenance records.

Consultant shall also complete a desktop analysis of gravity sewers and force mains based upon the overall risk as identified in the BRVA workshops as well as by incorporating performance/condition information from the City. Condition of existing force mains and gravity sewer pipelines will be based on installation date, pipe material, and available data provided by the City. Pipe-specific condition assessments and site visits are not included for these facilities. If the City has specific pipelines that require additional assessment, Consultant can provide this service can be provided via amendment. The desktop analysis will inform the City of future CCTV inspection needs and priorities.

### **WWTP**

Consultant shall evaluate the City's WWTP with particular focus based on risks identified during the BRVA. Consultant shall focus the assessment of assets (Liquid and Solids Process) on the following classes: Rotating, Fixed, Linear, Structural, Electrical, Instrumentation & Control/SCADA asset classes. Consultant shall perform prioritized as-needed condition

assessments and desktop analyses based on focus process areas and based on the assessment from the BRVA prioritization results.

Consultant shall also conduct a treatment plant performance assessment. The assessment shall include:

- Review of current operational procedures and discuss and identify operational concerns and considerations with the WWTP staff.
- Identify major equipment needing to be replaced or rehabilitated and approximate timeline. A simple qualitative rating system will be used when equipment is identified for rehabilitation or replacement based upon the overall risk as identified in the BRVA workshops as well as by incorporating performance/condition assessments from the site visit.

### **ETP**

Consultant shall evaluate the City's ETP with particular focus based on risks identified during the BRVA. Consultant shall focus the assessment of assets (Liquid and Solids Process) on the following classes: Rotating, Fixed, Linear, Structural, Electrical, Instrumentation & Control/SCADA asset classes. Consultant shall perform prioritized as-needed condition assessments and desktop analyses based on focus process areas and based on the assessment from the BRVA prioritization results.

Consultant shall also conduct a treatment plant performance assessment. The assessment shall include:

- Review of current operational procedures and discuss and identify operational concerns and considerations with City staff.
- Identify major equipment needing to be replaced or rehabilitated and approximate timeline. A simple qualitative rating system will be used when equipment is identified for rehabilitation or replacement based upon the overall risk as identified in the BRVA workshops as well as by incorporating performance/condition assessments from the site visit.

Through these assessments, Consultant shall identify process limitations, lack of process redundancy, and flow split issues. Information from these assessments will feed into the risk mitigation solutions to be provided in subsequent tasks.

### ***City Responsibilities:***

- City shall provide access to needed records and to physical asset locations (WWTP, ETP, PS and associated structures) for field assessments.
- City shall setup each PS for a pump test to facilitate an assessment by Consultant's team. This shall include installation of a working pressure gauge on the pump discharge at each facility tested.
- City staff shall accompany Consultant at all Collection System locations.
- City staff shall be present during WWTP and ETP inspections.
- City will operate all equipment, as needed, to facilitate inspections.

### ***Assumptions:***



- City to provide traffic control, as necessary, for Collection System assessments.
- Consultant staff will provide their own personal protective equipment, as needed, for all site assessments.
- Collection System field inspection will occur over 32 hours spanning four (4) days and will include up to 3 Consultant staff.
- Consultant shall assess up to 10 pump stations.
- WWTP field inspection will occur over 8 hours on a single day. The inspection will include up to 6 Consultant staff.
- ETP field inspection will occur over 4 hours and be incorporated into the Collection System field inspection schedule and will include up to 3 Consultant staff.

***Deliverables:***

- Results of field inspections will be included in WWCP.

**Sub-Task 205: Risk Based Prioritization**

*Consultant Services:*

Using the information collected from the inspection and field work Consultant shall identify remaining useful life of each system and identify assets that require near-term improvements (1-10 years). Consultant will also use this information to complete a system-level risk matrix that will serve as a decision-making and prioritization tool.

The Consultant will meet with the City to discuss the results of the risk analysis and work with the City to identify an approach to assess high-risk system assets. Approach may consist of engineered solutions, in-kind rehabilitation/replacement, or operational/maintenance management strategies.

***Deliverables:***

- A system level risk matrix
- A prioritized list of system assets by assessed risk

**Sub-Task 206: Engineering Analysis and Recommendations**

*Consultant Services:*

From the list of high-risk system assets identified in Sub-task 205, the Consultant will work with the City to identify engineering solutions and rehabilitation/replacement projects to serve as the basis for the Near-Term (1-10 years) Improvements identified in the Capital Improvement WWCP. Lower-risk and less urgent needs will form the basis for the Mid/Long Term Improvements (10-20 years).

**Near-Term Asset Improvement Assessment:**

Consultant and City shall discuss preliminary solutions to the highest risk system assets during regularly held progress calls for validation and for further development. System assets identified as requiring engineering solutions will be discussed in detail during the Improvement Alternatives Analysis Workshop. During the Alternatives Analysis Workshop, the Consultant and City will discuss solutions to address key issues and mitigate identified risks for up to 30 projects.

Consultant shall provide Level 5 cost estimates based on the City's preferred solution for the 30 projects explaining how the solution can be implemented as near-term capital improvement projects. Consultant shall review the results of the engineering analysis and recommendations with the City prior to finalizing recommendations.

**Mid-Long Term Improvement Assessment:**

Consultant shall provide a list of up to 30 Mid/Long Term projects to provide support to a connection fee study and rate analysis. Through this task, Consultant shall provide a project description for each asset need and provide planning level costs for each based on equipment/material quotes from vendors and past experience performing similar improvements.

**Crosstown Pipeline Assessment:**

Consultant shall develop up to two (2) alternatives for Crosstown Pipeline capacity improvements. The alternatives will include a conceptual alignment study consisting of proposed alignment routing, approximate quantity and type of utility crossings, construction methods, potential risks, and Class 5 (planning level) Opinion of Probable Construction Costs (OPCC) for each alternative. The alternatives will be discussed with the City during the Improvement Alternatives Analysis Meeting.

**SEPA Determination:**

Consultant shall prepare the SEPA Checklist for the WWCP in conformance with WAC 197-11-960 and City Standards. The SEPA Checklist will briefly describe the project and address the project's effect on elements of the environment, including a section for non-project actions, as outline in the Checklist. The Consultant will use project information and other available studies prepared for the project, such as the documentation prepared for the additional tasks/sub-tasks included in this proposal.

***Assumptions:***

- Near-term refers to high-risk asset needs that fall within the 10-year planning horizon.
- Up to 30 Near-term and 30 Mid-Long Term capital improvement projects are anticipated for this effort.
- Up to three packages of alternatives will be evaluated for improvements to the existing

WWTP treatment process.

- SEPA Checklist is scoped assuming a finding of non-significance.
- SEPA Checklist will be submitted to Ecology for approval as part of the WWCP.
- Mid-Long Term needs as anticipated to include capacity limitations beyond the 10-year growth projection, lower-risk R/R projects, and process improvement and regulatory-driven projects that are expected to require construction of improvements beyond the 10-year planning horizon.
- GIS and/or current utility survey information is available along Crosstown pipeline alignment and any proposed alternative alignment.
- Two (2) alternatives will be evaluated for capacity improvements to the Crosstown Pipeline.

***Deliverables:***

- SEPA Checklist for WWCP to City for approval.
- Conceptual layout drawings for Crosstown Pipeline alternatives
- Class 5 OPCC for each Crosstown Pipeline alternative

**Sub-Task 207: Capital Improvement Plan**

*Consultant Services:*

Consultant use the results of the financial analysis and recommendations for the engineering analysis to develop an implementation plan for the near-term capital improvements identified. This Capital Improvement Plan (CIP) will aim to balance risk and financial resources. Urgent project development will provide recommendations for CIP project repairs or replacements or for modified management strategies based on evaluations to this point. Urgent asset needs will be determined to have a critical risk impact to wastewater system operations, warranting urgent action. Class 5 OPCC will be developed for each alternative.

***Deliverables:***

- CIP will be included in WWCP

**Sub-Task 208: Financial Analysis (Sub-Consultant)**

*Consultant Services:*

Consultant will conduct a financial analysis to develop an implementation plan for the capital improvements identified.

***City's Responsibilities:***

- Attend up to two (2) virtual review meetings with Consultant and the FCS Group to go over assumptions and results of the financial analysis.

***Assumptions:***

- City will help facilitate analyses and reviews as noted.
- Consultant will utilize the rate work currently being performed by the FCS Group for

the City's sewer utility.

***Deliverables:***

- Summary of and recommendations from the analysis shall be summarized in the WWCP

**Sub-Task 209: Wastewater Comprehensive Plan Development**

*Consultant Services:*

Consultant will build on the findings from previous tasks to prepare a WWCP that complies with WAC 173-240-050 for submission to Ecology. The WWCP is anticipated to be organized with the following chapters:

Chapter 1: Executive Summary

Chapter 2: Introduction

Chapter 3: Service Area and System Description

Chapter 4: Historical and Projected Flows and Loads

Chapter 5: WWTP Collection System Evaluation

Chapter 6: Treatment Facilities Evaluation

Chapter 7: Capital Improvement Program

Chapter 8: Operation and Maintenance

Chapter 9: Implementation

Chapter 10: References

Appendix A: NPDES Permit

Appendix B: Capital Improvement Project Overviews

Appendix C: Interagency Agreements

Appendix D: BRVA Analysis

Appendix E: SEPA Documentation

Consultant shall submit a draft to the City for review. Consultant shall then review comments resulting from the City's review of the draft WWCP and address and incorporate the responses from the comments into a draft WWCP for Ecology approval.

Consultant shall review comments resulting from Ecology's review of the draft WWCP and prepare a response for each comment. Consultant shall address and incorporate the responses from the comments into the final WWCP for Ecology approval.

***City's Responsibilities:***

- Timely review of draft WWCP.

***Assumptions:***

- Ecology will take up to 3 months to review the draft WWCP.
- Only one round of review comments from Ecology is anticipated.
- Comments from Ecology on the draft WWCP will be minor in nature. The budget assumes up to 30 comments will be addressed. Additional comments may require additional Owner consolidation and/or budget augmentation.
- City will be the lead on the SEPA.

***Deliverables:***

- Draft and Final Wastewater Comprehensive Plan
- Responses to Ecology comments on the draft WWCP in memorandum format.

**Task 300 – Agency Coordination**

**Sub-Task 301: Ecology Coordination**

*Consultant Services:*

Consultant shall coordinate with Ecology to facilitate the review of the WWCP. This will include correspondence, coordination, and up to four (4) virtual meetings:

1. Ecology Kick-off Meeting
2. Flows and Loads TM Review Meeting
3. Draft Wastewater Comprehensive Plan Review Meeting
4. Draft Wastewater Comprehensive Plan Comment Review Meeting

The Consultant will prepare for, attend, and facilitate the meetings with the Ecology, City staff, and design team members. Each meeting is anticipated to have a 2-hour duration and will be attended by up to 3 design team staff.

Consultant shall prepare and submit a meeting agenda and meeting notes.

***City's Responsibilities:***

- Participate in meetings with Ecology

***Assumptions:***

- All meetings will be conducted virtually
- Each meeting is anticipated to have a 2 hour duration and will be attended by up to 3 Consultant staff.

***Deliverables:***

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).

**Sub-Task 302: Public Works Committee**

*Consultant Services:*

Consultant shall coordinate with the City of Bremerton Public Works Committee to discuss the WWCP. This will include one (1) in-person Wastewater Comprehensive Plan progress meetings and one (1) in-person Wastewater Comprehensive Plan draft presentation. This will also include the development of fliers or other materials for distribution at the meetings.

***City's Responsibilities:***

- Schedule and participate in meetings with City Council.

***Assumptions:***

- All meetings will be conducted at Bremerton City Hall.
- Each meeting is anticipated to have a 2-hour duration and will be attended by up to 1 Consultant staff.

***Deliverables:***

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).

**Task 400 – PSIC WWTP Feasibility Study**

**Sub-Task 401: Feasibility Study**

*Consultant Services:*

Consultant shall develop a feasibility study for the retrofit of the PSIC's existing lagoon wastewater treatment plant with a Membrane Bioreactor (MBR) facility. The MBR facility will produce Class A Reclaimed Water (RW) which will be initially discharged to the existing drainfield. Other beneficial uses of the RW, to include use at the nearby Gold Mountain Golf Club and/or a sprayfield, will also be evaluated. The study will include a site visit of the PSIC's lagoon treatment plant. The study shall include:

- Development of flows and loads for the 20-year planning period to include calculation of existing inflow and infiltration rates for basin.
- Preliminary site plan for the MBR facility
- Preliminary site plan for the sprayfield
- Preliminary site plan for the conveyance system to deliver RW to the Golf Club
- Class 5 OPCC for all improvements

***City's Responsibilities:***

- Provide flow information for existing wastewater treatment facility.
- Provide location of proposed sprayfield.
- City and/or Port of Bremerton staff will attend site visit.

***Assumptions:***

- Proposed MBR facility site is at the existing lagoon wastewater treatment plant.
- The existing drainfield will become the primary discharge point for the MBR facility.
- No geotechnical evaluations will be conducted as part of this feasibility study.
- No ground water quality analysis will be conducted as part of this feasibility study.
- No evaluation of existing wastewater treatment capacity or capabilities will be conducted as part of this feasibility study.



- PSIC site visit is anticipated be 4 hours in duration, including travel time, and will be attended by up to 3 design team staff.

***Deliverables:***

- Technical memorandum (electronic, Adobe Acrobat Format)

**Sub-Task 402: Agency Coordination**

*Consultant Services:*

The Consultant will prepare for, attend, and facilitate up to three (3) meetings with Port of Bremerton, City staff, and design team members. The purpose of the meetings include development of and review of feasibility study. Each meeting is anticipated to have a 2-hour duration and will be attended by up to 2 design team staff.

Consultant shall prepare and submit a meeting agenda and meeting notes.

***City's Responsibilities:***

- Participate in coordination meetings.
- Coordinate with Port of Bremerton staff to set up coordination meetings.

***Assumptions:***

- All meetings will be conducted virtually.
- Each meeting is anticipated to have a 2-hour duration and will be attended by up to 2 Consultant staff.

***Deliverables:***

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).

**Task 500 – Project Management and QA/QC**

**Sub-Task 501: Project Management**

*Consultant Services:*

**Project Set-up**

Consultant will set up the project within Consultant’s accounting system and issue a Project Initiation Plan to the design team, outlining the scope and budget, and develop a baseline schedule.

**Project Work Plan**

Consultant shall prepare a Project Plan (PWP) as part of the project development efforts. The PWP shall consist of:

- i. City Expectations

- ii. Scope of Work (from contract)
- iii. Staffing Plan, including the Team Organization and Responsibilities
- iv. Work Plan
- v. Baseline Schedule (MS Project)
- vi. Quality Plan
- vii. Health and Safety Plan (HASP)

### **Project Management and Administration**

Consultant shall provide project management services needed to execute the scope of work.

This shall consist of project administration related to schedule, budget, and scope management, and communication of project activities with the City.

Consultant will provide management and oversight of in-house project personnel and subconsultants throughout the project. This task shall also consist of the provision of administrative support in the Consultant's office for the duration of the project.

Consultant will review and monitor project budget and progress on a regular basis, as well as management of in-house and subconsultant activities.

Consultant will allocate resources to meet project objectives based on this scope of work and will perform project controls activities to accomplish day to day management of the work.

Consultant will prepare and maintain a Major Decisions Log (MDL) that documents the City's major decisions related to the Project and include a monthly update with the progress status report. This log will be maintained on a SharePoint site set up by the Consultant.

#### ***Deliverables:***

- Major Decisions Log updates (electronic, Adobe Acrobat format).

### **Monthly Project Invoice and Status Report**

Consultant will establish and maintain a Project accounting system to organize and track Project costs in accordance with the Agreement and the work breakdown structure (WBS).

Consultant will prepare and submit monthly invoices electronically to City in accordance with the Agreement. Invoices shall be prepared and submitted electronically on a monthly basis.

Invoices shall include:

- i. breakdown of staff effort by major task;
- ii. a summary of expenditures for the month by major task;
- iii. a summary of expenditures to date by major task;
- iv. the amount previously invoiced;
- v. total invoiced; and

- vi. budget amount remaining.

The monthly progress report shall provide narrative summaries of the work performed through the most recent month, planned activities for the upcoming month, items requiring resolution or decisions by the City and issues/concerns, information needs, and a performance schedule update. For the purposes of this scope of work, a total of 18 invoices are assumed.

### **Schedule Development and Update**

Develop a baseline project schedule for the Project activities defined in this Scope of Work following the notice to proceed and shall maintain the schedule through the life of the project. The schedule will identify the major activities for the Project (e.g. task and subtask level activities) and the schedule will be updated quarterly for the Project tasks.

#### ***Deliverables:***

- Draft and final versions of Baseline Project Schedule
- Quarterly updates of Project Schedule

### **Monthly Progress Meetings**

Prepare for, attend, and conduct virtual monthly progress meetings that will include a review of progress, discussion of items requiring feedback, list of outstanding issues requiring resolution, status of scope, schedule and budget, and review of risks. Consultant Project Manager will attend all meetings and additional key staff may attend as needed.

Consultant shall prepare and submit meeting agendas and meeting minutes for the progress meetings. For the purposes of this scope of work, a total of 12 meetings are assumed. The meetings are anticipated to have a ½ hour duration and will be attended by up to 2 design team staff.

#### ***Assumptions:***

- Project duration will be 18 months.

#### ***Deliverables:***

- Meeting agenda and notes (Electronic, Adobe Acrobat format)

### **Sub-Task 502 - Health and Safety**

#### ***Consultant Services:***

Prepare a project-specific health and safety plan (HASP) prior to initiating any field activities.

### **Task 600 – Management Reserve**

Management Reserve is for funding additional scope at the request of the Owner. Upon request, the Consultant shall provide a cost for completing the additional work for review/approval by the City PM. Work to be completed under the Management Reserve must be authorized in writing by the City PM.

## EXHIBIT B – SCHEDULE

### WASTEWATER COMPREHENSIVE PLAN UPDATE

#### Schedule and Milestones:

| <b>Item:</b>                                       | <b>Date(s)</b>                         |
|----------------------------------------------------|----------------------------------------|
| <b>Project Initiation</b>                          | <b>June to July 2023</b>               |
| Project Kick-off Meeting                           | 8/7/2023                               |
| <b>Data Collection and Review</b>                  | <b>August 2023</b>                     |
| <b>Establish Flows and Loads</b>                   | <b>August 2023 to February 2024</b>    |
| Flows and Loads & Service Levels Workshop          | 8/28/2023                              |
| Ecology Flows and Loads TM Review Meeting          | 2/5/2024                               |
| <b>BRVA Workshops</b>                              | <b>September 2023</b>                  |
| <b>System Analysis</b>                             | <b>August to December 2023</b>         |
| <b>Collection System Model</b>                     | <b>September to October 2023</b>       |
| Collection System Model Planning Meeting           | September 5, 2023                      |
| Collection System Model Review Meeting             | October 20, 2023                       |
| <b>WWTP Process Model</b>                          | <b>September 2023 to December 2023</b> |
| WWTP Process Model Review Meeting                  | January 2, 2024                        |
| <b>Inspection and Field Work</b>                   | <b>October 2023</b>                    |
| <b>Engineering Analysis and Recommendations</b>    | <b>January to March 2024</b>           |
| Near-Term Asset Improvements                       | February 2024                          |
| Mid-Long Term Asset Improvements                   | February 2024                          |
| <b>Crosstown Pipeline Assessment</b>               | <b>September 2023 to January 2024</b>  |
| Improvement Alternatives Analysis Meeting          | January 8, 2024                        |
| <b>Capital Improvement Plan Development</b>        | <b>January 2024</b>                    |
| <b>Financial Analysis (Rate Study Development)</b> | <b>February 2024</b>                   |
| <b>SEPA Determination</b>                          | <b>January to February 2024</b>        |
| <b>WWCP Development</b>                            | <b>December 2023 to July 2024</b>      |
| Draft Plan                                         | December 2023 to March 2024            |
| City Review                                        | March 2024                             |
| Ecology Review                                     | April to June 2024                     |

## EXHIBIT C – FEES AND COMPENSATION

### WASTEWATER COMPREHENSIVE PLAN UPDATE

NOTE-include billing/invoice specifics.

#### **A. Compensation:**

CONSULTANT will be compensated not more than \$638,507 for project services.

| Project / Task                                          | Estimated Effort |
|---------------------------------------------------------|------------------|
| <b>Project 1 – Wastewater Comprehensive Plan Update</b> |                  |
| Task 100. Meetings and Workshops                        | \$59,486         |
| Task 200. Wastewater Comprehensive Plan                 | \$441,370        |
| Task 300. Agency Coordination                           | \$10,245         |
| Task 400. PSIC WWTP Feasibility Study                   | \$41,682         |
| Task 500. Project Management and QA/QC                  | \$54,724         |
| Task 600. Management Reserve                            | \$30,000         |
| <b>Project 1 - Total</b>                                | <b>\$638,507</b> |

#### **B. Requests for Payment:**

1. At a minimum the invoice is to include: performance period; date of submission; CONSULTANT's name, remittance address and phone number; number of hours being billed; invoice total; and any additional applicable information.

2. Submit via e-mail to:

William Davis  
Managing Engineer – Utilities  
City of Bremerton  
345 6th St Suite 100  
Bremerton, WA 98337  
[William.Davis@ci.bremerton.wa.us](mailto:William.Davis@ci.bremerton.wa.us)

3. Payment will be made to CONSULTANT within thirty (30) days of the receipt of a complete and accurate invoice





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

**B5**

---

**SUBJECT:** Ordinance to amend BMC  
Chapter 9.32 entitled "Unauthorized  
Camping"

Study Session Date(s): July 12, 2023  
June 28, 2023

Council Meeting Date(s): July 19, 2023  
July 5, 2023 (Public  
Comment Only)

Presenter: Kylie Finnell,  
City Attorney

Phone: (360) 473-2345

**SUMMARY:** The City Attorney's Office will discuss why it is necessary to update this portion of the code at this time as well as give examples of approaches other cities have taken. The July 5, 2023 City Council meeting will open up the discussion for public comment. The item will return to the City Council Study Session on July 12, 2023 for continued discussion.

**HANDOUTS:** (1) City of Lakewood, WA "Occupation of Public Property" ordinance; (2) City of Longview, WA camping ordinance; (3) Summary of City of Portland, OR recent amendments to city code; (4) City of Portland, OR camping ordinance and related sections; (5) Homelessness and housing toolkit for cities; and (6) Public Comments (Letters and emails)

ORDINANCE NO. 783

AN ORDINANCE of the City Council of the City of Lakewood, Washington, creating Chapter 9.15 of the Lakewood Municipal Code entitled “Occupation of Public Property”.

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

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

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

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

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

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

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

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

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

WHEREAS, illegal camping alongside Lakes, Rivers, Waterways, Creeks and Streams, including but not limited to Shoreline Environments protected under the adopted Shoreline Management Program; and Critical Areas and Resource Lands Regulations (wetlands, critical

aquifer recharge areas, fish and wildlife habitat areas), under the adopted Critical Areas Ordinance (collectively referred to hereinafter as “Protected Waters” as shown on the attached map), contributes to littering and human waste being found in and around the Protected Waters; and

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

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

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

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

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON, DO ORDAIN as Follows:

**Section 1.** A new chapter of the Lakewood Municipal Code, Chapter 9.15, entitled “Occupation of Public Property” is hereby created.

**Section 2.** That Section 9.15.010 entitled “Purpose” is hereby created to read as follows:

It is the purpose of this chapter to promote public health, safety, and welfare by preserving for public use public spaces.

**Section 3.** That Section 9.15.015 entitled “Definitions” is hereby created to read as follows:

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

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

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

“Public entity” is the state, county, any municipal corporation, or other taxing district and includes any and all divisions and subdivisions thereof, including but not limited to entities

referred to throughout state law as follows: agency, district, general purpose government, governmental entity, governmental body, instrumentality, local agency, local government, local governmental entity, local public agency, local public body, municipal corporation, municipality, political subdivision, public agency, public body, public body corporate and politic, public corporation, quasi-municipal corporation, special district, special purpose district, taxing district, and units of government; and

“Public property” means all parks, streets, rights-of-way, sidewalks and any other property in which a public entity has a property interest.

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

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

**Section 4.** That Section 9.15.020 entitled “Unlawful occupation of public property” is hereby created to read as follows:

Unless caused by city action, or otherwise authorized by city code, city contract or permit, it shall be unlawful for any person to occupy public property.

**Section 5.** That Section 9.15.025 entitled “Unlawful storage of personal property on public property” is hereby created to read as follows:

A. Unless caused by city action, or otherwise authorized by city code, city contract or permit, it shall be unlawful for any person to store personal property on any public property overnight.

B. Removal of Personal Property. The city may remove unlawfully stored personal property after the city provides necessary notice and an opportunity to be heard. The city shall facilitate their storage of personal property if required by law.

**Section 6.** That section 9.15.027 entitled “Protection against harm to Protected Waters” is hereby created to read as follows:

No person may cause harm to any Protected Waters in the city of Lakewood or the natural areas that buffer these Protected Waters. No person may do any of the following on any public property abutting Protected Waters:

1. Build or erect a structure of any type along the Protected Waters or drive a nail or other object into any tree or other natural vegetation for the purpose of building a shelter or any other structure, or for affixing an object to any tree or other natural vegetation.
2. Dig on the banks of any Protected Waters.
3. Move boulders, destroy vegetation, pave roads or paths, or otherwise reconfigure the natural landscape or other City-approved development on the banks of any Protected Waters.
4. Drive, park or bring any vehicle onto any portion of the banks of any Protected Waters that is not designated for vehicle traffic and/or parking.
5. Discharge garbage, refuse, or human or animal waste along the banks or into any Protected Waters.

**Section 7.** That Section 9.15.030 entitled “Enforcement” is hereby created to read as follows:

The city shall not enforce the provisions of Lakewood Municipal Code 9.15.020 or 9.15.025 against persons experiencing homelessness if there is no available overnight shelter that can be used by that particular person. If available overnight shelter is available, the shelter space must be offered to the person(s) experiencing homelessness, along with other available human services. Only if the shelter space is refused can the provisions of Lakewood Municipal Code 9.15.020 and 9.15.025 be enforced against persons experiencing homelessness.

**Section 8.** That Section 9.15.035 entitled “Rules” is hereby created to read as follows:

The Chief of Police is hereby authorized to adopt rules, regulations, administrative policies, and procedures for implementing the provisions of this chapter.

**Section 9.** That Section 9.15.040 entitled “Penalty for violations” is hereby created to read as follows:

A. Violation of any of the provisions of this chapter is a misdemeanor, and shall be punished as follows:

1. First Offense. Any person violating any of the provisions of this chapter shall, upon conviction of such violation, be punished by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment.



2. Second Offense. Any person who violates any of the provisions of this chapter, upon conviction of such violation, a second time within a five-year period shall be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment. One hundred dollars of the fine and one day of imprisonment shall not be suspended or deferred.

3. Third or Subsequent Offense. Every person who violates any of the provisions of this chapter, upon conviction of such violation, a third or more times within a five-year period shall be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment. Five hundred dollars of the fine and five days' imprisonment shall not be suspended or deferred.

4. Prior to imposing any fine for violation of this chapter, the court shall make an inquiry as to a person's ability to pay. If a person is unable to pay the monetary penalty set forth in subsection (A)(1), (2) or (3) of this section, the court is explicitly authorized to order performance of community service or work crew in lieu of a monetary penalty.

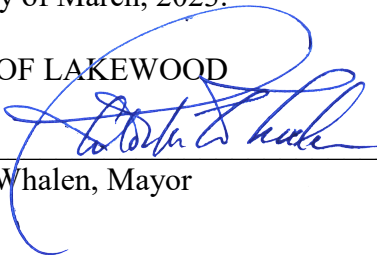
**Section 10.** The implementation of this ordinance shall be applied to any individuals who occupy public property illegally. The offer of assistance, including food and available shelter shall be documented.

**Section 11.** Severability. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

**Section 12.** Effective Date. That this Ordinance shall be in full force and effect thirty (30) days after publication of the Ordinance Summary.

ADOPTED by the City Council this 20th day of March, 2023.

CITY OF LAKEWOOD


  
\_\_\_\_\_  
Jason Whalen, Mayor

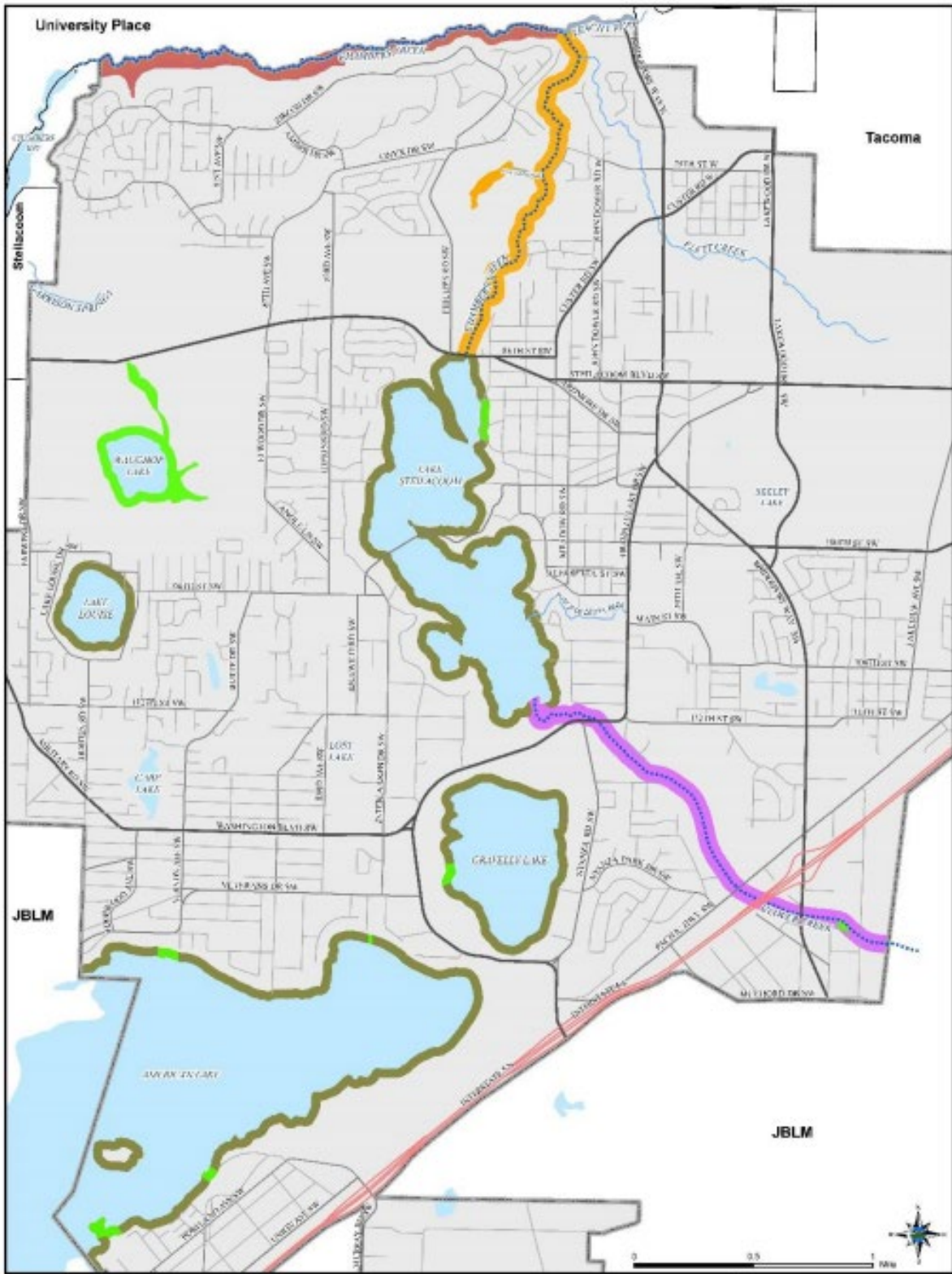
Attest:



\_\_\_\_\_  
Briana Schumacher, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Heidi Ann Wachter, City Attorney



**City of Lakewood Shoreline Master Program**  
**Figure 1: Environment Designations**

**Legend**

- Conservation Environment
- Natural Environment
- Shoreline Residential Environment
- Urban Park Environment
- Urban Stream Protection Environment
- Streams (Designated Aquatic Environment)
- Aquatic Environment
- Lakewood City Boundary
- Surrounding Jurisdictions



Shoreline jurisdiction and watershed boundaries depicted on this map are approximate. They have not been formally determined or surveyed and are intended for planning only. Additional specific information may be needed to confirm verify information shown on this map.

This project was prepared with care by City of Lakewood Department of Planning and Information Systems (P&IS). City staff disclaim any liability for any inaccuracies which may exist hereon. This is not a survey. Data was collected at different accuracy levels by various sources. Call 253-112-2899 for further information.

Map created: January 26, 2009  
 Updated: April 09, 2019

**Figure 1**

**Title 7  
HEALTH AND SANITATION**

**Chapters:**

**7.04 Definitions**

**7.08 Solid Waste and Recycling Division**

**7.12 Solid Waste and Recycling Collection**

**7.16 Solid Waste and Recycling Collection Rates**

**[7.20 Repealed](#)**

**[7.24 Repealed](#)**

**7.28 Trailer Houses – Trailer Parks**

**[7.29 Camping and Storage of Personal Property in Public Places](#)**

**[7.30 Severe Weather Shelters](#)**

**7.32 Litter Control**

**7.34 Shopping Cart Regulation**

**[7.36 Recodified](#)**

**7.40 Parades, Athletic Events and Other Special Events**

**Chapter 7.29**  
**CAMPING AND STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES**

Sections:

[7.29.001 Findings.](#)

[7.29.002 Purpose.](#)

[7.29.003 Operating hours and areas not open to public.](#)

[7.29.005 Areas not open to public – Violation.](#)

[7.29.010 Unlawful camping on public property.](#)

[7.29.020 Storage of personal property in public places.](#)

[7.29.030 Erecting permanent or temporary structures on public property or public rights-of-way.](#)

[7.29.040 Definitions.](#)

[7.29.050 Penalty for violations.](#)

[7.29.060 Hosted homeless encampments.](#)

[7.29.070 Permits.](#)

**7.29.001 Findings.**

People camping and storing personal property on public property and on public rights-of-way, such as streets, sidewalks and alleys, are engaged in conduct which creates a public health and safety hazard due to interference with use of the rights-of-way, and the lack of proper utility and/or sanitary facilities in those places. People without sanitary facilities have urinated, defecated, and littered on public property and on the public rights-of-way. Use of public property for camping purposes or storage of personal property interferes with the city's ability to conduct routine operations such as mowing, leaf blowing, sweeping and irrigation, and with the rights of others to use the areas for which they were intended. Camping in the City Hall parking lot and in front of entrances to City Hall impairs its function as the city's emergency operations center. (Ord. 3417 § 3, 2019).

**7.29.002 Purpose.**

It is the purpose of this chapter to prevent harm to the health and safety of the public and to promote the public health, safety and general welfare by keeping public streets and other public property readily accessible to the public and to prevent use of public property for camping purposes or storage of personal property which interferes with the city's ability to conduct routine operations such as mowing, leaf blowing, sweeping and irrigation and with the rights of others to use the areas for which they were intended. (Ord. 3417 § 3, 2019).

**7.29.003 Operating hours and areas not open to public.**

In light of the need to preserve public access to City Hall, and in light of the need to protect access to the City Hall as the city's emergency operations center, City Hall grounds and parking lots are closed to the public on all legal holidays and between the hours of 10:00 p.m. and 6:00 a.m. Monday through Thursday and between the hours of 10:00 p.m. Thursday through 6:00 a.m. Monday. This closure shall not apply to city employees or emergency responders on the property for official business purposes. (Ord. 3417 § 3, 2019).

**7.29.005 Areas not open to public – Violation.**

In addition to a violation of other applicable law, it is also a violation of this chapter to enter or remain on any property under the jurisdiction of the city when the area is not open to the public. (Ord. 3417 § 3, 2019).

**7.29.010 Unlawful camping on public property.**

(1) During the hours of 6:30 a.m. to 9:30 p.m., it is a violation of this chapter for any person to camp or to store personal property, including camp facilities (other than vehicles) and camp paraphernalia, in the following areas except as otherwise provided by ordinance or as provided in LMC [7.29.070](#):

(a) Any park;

(b) Any publicly owned or maintained land, parking lot, or other publicly owned or maintained area, whether improved or unimproved; provided, however, that streets shall be regulated as provided in subsection (3) of this section.

(2) During the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to camp, store personal property, occupy camp facilities for purposes of habitation, or use camp paraphernalia in any city street, except as otherwise provided by ordinance or as provided in LMC [7.29.070](#).

(3) During the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to occupy a vehicle for the purpose of camping while that vehicle is parked in the following areas, except as otherwise provided by ordinance or as provided in LMC [7.29.070](#):

(a) Any park; or

(b) Any street; or

(c) Any publicly owned or maintained parcel, parking lot or other publicly owned or maintained area, whether improved or unimproved. (Ord. 3417 § 3, 2019; Ord. 3146 § 1, 2010).

**7.29.020 Storage of personal property in public places.**

It shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in the following areas, except as otherwise provided by the Longview Municipal Code or as permitted pursuant to

LMC [7.29.070](#):

- (1) Any park;
- (2) Any street;
- (3) Any sidewalk; or
- (4) Any publicly owned parking lot or publicly owned area, improved or unimproved. (Ord. 3417 § 3, 2019; Ord. 3146 § 1, 2010).

**7.29.030 Erecting permanent or temporary structures on public property or public rights-of-way.**

- (1) It shall be unlawful to erect, install, place, leave, or set up any type of permanent or temporary fixture or structure of any material(s) in or upon public property or right-of-way without a permit or other authorization from the city.
- (2) In addition to other remedies provided by law, such an obstruction is hereby declared to be a public nuisance. The director of public works, director of community development, chief of police, or his/her designee may summarily abate any such obstruction, or the obstruction may be abated as prescribed in Chapter 1.33 LMC.
- (3) The provisions of this section do not apply to those items specifically provided for in other sections of this chapter.
- (4) The provisions of this section do not apply to depositing material in a public right-of-way for less than three hours, unless the material is deposited with the intent to interfere with free passage or it blocks or attempts to block or interfere with any person(s) using the right-of-way.
- (5) The director of public works can promulgate policies to carry out this section. (Ord. 3417 § 3, 2019; Ord. 3146 § 1, 2010).

**7.29.040 Definitions.**

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

- (1) "Camp" means any place that has been used or occupied as a temporary place to live, for any length of time, as evidenced by a camp facility being pitched, erected or otherwise constructed, used, or occupied for the purposes of human habitation, and/or by the use of camp paraphernalia, litter, trash, waste, and garbage, as well as any other factors that support the location being used as a camp. This definition is not intended to apply to individuals using a day use recreational area for the limited time such day use recreational area is open to the public.
- (2) "Camp facilities" include, but are not limited to, tents, tarps, huts, cardboard boxes, temporary shelters, or



vehicles, including, but not limited to, recreational vehicles, if said vehicle is being used as temporary living quarters.

(3) "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, bedding, sleeping bags, blankets, mattresses, mats, hammocks or non-city-designated cooking facilities or fire and/or similar equipment.

(4) "Garbage" means that as defined in Chapter 16.30 LMC.

(5) "Homeless encampment" means an unpermitted camp of homeless people that has existed for more than seven consecutive days.

(6) "Host agency" means the owner of the property, being a religious institution or other organization, that joins a sponsoring agency in an application for a temporary use permit for providing basic services and support to hosted homeless encampment residents, such as hot meals, coordination of other needed donations and services, etc.

(7) "Hosted homeless encampment" means an emergency homeless encampment, hosted by a church or other organization, which provides temporary housing to homeless persons.

(8) "Litter" means that as defined in Chapter 16.30 LMC.

(9) "Owner" means a person that has legal title of ownership of the real property or RV and, for all other purposes, the possession of an item.

(10) "Park" means and includes all public parks, public squares, golf courses, bathing beaches, and play and recreation grounds within the city limits, regardless of ownership, and includes all city ball fields and all city leased or rented schools or private property when the same is being used for public recreation.

(11) "Recreational vehicle" or "RV" means a vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. These units include travel trailers, fifth-wheel trailers, folding camping trailers, truck campers, motor homes, watercraft, and any combinations or variations thereof.

(12) "Sidewalk" means a concrete walk for pedestrian use outside the building lot line of any property owner and constructed for use by the general public.

(13) "Sponsoring agency" means an organization that joins in an application with a host agency for a temporary use permit and assumes responsibility for providing basic services and support to residents of a hosted homeless encampment, such as hot meals, coordination of other needed donations and services, etc.

(14) "Store" means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave

in a location.

(15) "Street" means any publicly owned improved thoroughfare or right-of-way dedicated, condemned or otherwise acquired by the public for use as such, which affords the primary means of access to abutting properties.

(16) "Tent" means a shelter of canvas or strong cloth, tarp, nylon, plastic or other synthetic material, stretched over and supported by wood or other framework, or by any manner of rope or line; this includes commercial or noncommercial tents.

(17) "Trash" means that as defined in Chapter 16.30 LMC.

(18) "Waste" means that as defined in Chapter 16.30 LMC.

(19) "Watercraft" means any boat, vessel, or other craft used for navigation on or through water. (Does not include kayaks or canoes.) (Ord. 3417 § 3, 2019; Ord. 3146 § 1, 2010).

#### **7.29.050 Penalty for violations.**

Violation of any of the provisions of this chapter is a misdemeanor. Any person violating any of the provisions of this chapter shall, upon conviction of such violation, be punished by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment. (Ord. 3417 § 3, 2019; Ord. 3146 § 1, 2010).

#### **7.29.060 Hosted homeless encampments.**

The director of community development, or his/her designee, may issue a temporary and revocable permit for a hosted homeless encampment subject to the following criteria and requirements:

(1) Procedural Approval.

(a) The sponsoring agency shall notify the city of the proposed hosted homeless encampment a minimum of 30 days in advance of the proposed date of establishment for the hosted homeless encampment and at least 14 days before submittal of the temporary use permit. The advance notification shall contain the following information:

(i) The date the hosted homeless encampment will encamp;

(ii) The length of the hosted homeless encampment;

(iii) The maximum number of residents proposed; and

(iv) The hosted location.

(b) The sponsoring agency shall conduct at least one public informational meeting within, or close to, the neighborhood where the proposed hosted homeless encampment will be located, a minimum of two weeks prior to the submittal of the temporary use permit application. The time and location of the meeting shall be agreed upon between the city and sponsoring agency. All property owners within 1,000 feet of the proposed homeless encampment shall be notified at least 14 days in advance of the meeting by the sponsoring agency. Proof of mailing shall be provided to the director of community development.

(2) Site Criteria.

(a) If the sponsoring agency is not the host agency of the site, the sponsoring agency shall submit a written agreement from the host agency allowing the hosted homeless encampment.

(b) The property must be sufficient in size to accommodate tents and necessary on-site facilities, including, but not limited to, the following:

(i) Sanitary portable toilets in the number required to meet capacity guidelines;

(ii) Hand-washing stations by the toilets and by the food areas;

(iii) Refuse receptacles;

(iv) Food tent and security tent.

(c) The host and sponsoring agencies shall provide an adequate water source to the hosted homeless encampment, as approved by the provider as appropriate, or other water service.

(d) No homeless encampment shall be located within a critical area or its buffer as defined under Chapter 17.10 LMC.

(e) No permanent structures will be constructed for the hosted homeless encampment.

(f) No more than 50 residents shall be allowed. The city may further limit the number of residents as site conditions dictate.

(g) Adequate on-site parking shall be provided for the hosted homeless encampment. No off-site parking will be allowed. If the hosted homeless encampment is located on site with another use, it shall be demonstrated that the hosted homeless encampment parking will not create a shortage of code-required on-site parking for the other uses on the property.

(h) The hosted homeless encampment shall be within one-quarter mile of a bus stop with six-days-per-week service, whenever possible. If not located within one-quarter mile of a bus stop, the sponsoring

agency must demonstrate the ability for residents to obtain access to the nearest public transportation stop (such as carpools or shuttle buses).

(i) The hosted homeless encampment shall be adequately buffered and screened from adjacent right-of-way and residential properties. Screening shall be a minimum height of six feet and may include, but is not limited to, a combination of fencing, landscaping, or the placement of the homeless encampment behind buildings. The type of screening shall be approved by the city.

(j) All sanitary portable toilets shall be screened from adjacent properties and rights-of-way. The type of screening shall be approved by the city and may include, but is not limited to, a combination of fencing and/or landscaping.

(k) The sponsoring agency shall be responsible for the cleanup of the hosted homeless encampment site within seven calendar days of the encampment's termination.

(3) Security.

(a) An operations and security plan for the homeless encampment shall be submitted and approved by the city.

(b) The host agency shall provide to all residents of the hosted homeless encampment a code of conduct for living at the hosted homeless encampment. A copy of the code of conduct shall be submitted to the city at the time of application.

(c) All hosted homeless encampment residents must sign an agreement to abide by the code of conduct and failure to do so shall result in the noncompliant resident's immediate and permanent expulsion from the property.

(d) The sponsoring agency shall keep a log of all people who stay overnight in the encampment, including names and birth dates, and dates of stay.

(e) The sponsoring agency shall take all reasonable and legal steps to obtain verifiable identification, such as a driver's license, government-issued identification card, military identification or passport from prospective and existing encampment residents.

(f) The sponsoring agency will use identification to obtain sex offender and warrant checks from the Longview police department or Cowlitz County sheriff's office.

(i) If said warrant and sex offender checks reveal either: (A) an existing or outstanding warrant from any jurisdiction in the United States for the arrest of the individual who is the subject of the check; or (B) the subject of the check is a sex offender, required to register with the county sheriff or their

county of residence pursuant to RCW 9A.44.130, then the sponsoring agency will reject the subject of the check for residency to the hosted homeless encampment or eject the subject of the check if that person is already a hosted homeless encampment resident.

(ii) The sponsoring agency shall immediately contact the Longview police department if the reason for rejection or ejection of an individual from the homeless encampment is an active warrant, is due to the individual being a sex offender required to register and/or if, in the opinion of the on-duty executive committee member or the on-duty security staff, the rejected/ejected person is a potential threat to the community.

(g) The sponsoring agency shall self-police and self-manage its residents and prohibit alcohol, drugs, weapons, fighting, and abuse of any kind, littering or disturbing neighbors while located on the property.

(h) The sponsoring agency will appoint an executive committee member to serve on duty at all times to serve as a point of contact for city of Longview police and will orient the police as to how the security operates. The names of the on-duty executive committee members will be posted daily in the security tent. The city shall provide contact numbers of nonemergency personnel, which shall be posted at the security tent.

(4) Timing.

(a) The maximum continuous duration of a homeless encampment shall be 90 days.

(b) No more than one homeless encampment may be located in the city at any time at a single location, within a calendar year.

(5) Health and Safety.

(a) The homeless encampment shall conform to the following fire requirements:

(i) Material used as roof covering and walls shall be in accordance with the fire code.

(ii) There shall be no open fires for cooking or heating.

(iii) No heating appliances within the individual tents are allowed unless the appliance is designed and listed for that purpose.

(iv) No cooking appliances other than microwave appliances are allowed.

(v) An adequate number and appropriate rating of fire extinguishers shall be provided as approved by the fire department.

(vi) Adequate access for fire and emergency medical apparatus shall be provided. This shall be determined by the fire department.

(vii) Adequate separation between tents and other structures shall be maintained as determined by the fire department.

(viii) Electrical service shall be in accordance with recognized and accepted practice; electrical cords are not to be strung together and any cords used must be approved for exterior use.

(b) The sponsoring and host agencies shall permit inspections by Longview city staff and the Cowlitz County health department at reasonable times without prior notice for compliance with the conditions of this permit.

(6) Termination. If the sponsoring agency fails to take action against a resident who violates the terms and conditions of this permit, it may result in immediate termination of the permit. If the city learns of uncontrolled violence or acts of undisciplined violence by residents of the encampment and the sponsoring agency has not adequately addressed the situation, the temporary use permit may be immediately terminated. (Ord. 3417 § 3, 2019; Ord. 3150 § 1, 2010; Ord. 3146 § 1, 2010).

#### **7.29.070 Permits.**

(1) The director of public works, or his/her designee, is authorized to permit persons to store personal property in or on streets, sidewalks or any publicly owned parking lot or publicly owned area, improved or unimproved, in the city of Longview. If the request for a permit is related to a parade, athletic event and/or other special event as defined in LMC 7.40.010, then the process to follow for the requested permit shall be as set forth in Chapter 7.40 LMC and not as set forth in this section.

(2) The director of public works is authorized to promulgate rules and regulations, not contrary to any criteria or requirements set forth herein, regarding the implementation of the permit process of this section. (Ord. 3417 § 3, 2019; Ord. 3146 § 1, 2010).



## **Chapter 7.30 SEVERE WEATHER SHELTERS**

Sections:

[7.30.010 Definitions.](#)

[7.30.020 Determination of a severe weather event.](#)

[7.30.030 Permitting of severe weather shelters.](#)

### **7.30.010 Definitions.**

For the purposes of this chapter, certain terms are defined in this section.

- (1) "Manager" means the city of Longview city manager or designee.
- (2) "Severe weather" means the following:
  - (a) A period of two or more days where temperatures are forecasted by the National Weather Service (National Oceanic and Atmospheric Administration) or actually reach 35 degrees Fahrenheit or below; and/or
  - (b) Snow accumulation exceeding or expected to exceed three inches in depth; and/or
  - (c) Other conditions deemed severe enough to present a substantial threat to life or health.
- (3) "Severe weather shelter" means a building(s) owned and/or operated by a religious establishment, fraternal organization, public agency or other entity that meets basic building safety standards for temporarily housing homeless persons as determined by the city's building official and the city's fire marshal. Temporarily providing shelter is an accessory use to the primary use of the building (e.g., allowing persons to shelter from the cold in a space primarily used for religious services). (Ord. 3419 § 1, 2019; Ord. 3337 § 2, 2017).

### **7.30.020 Determination of a severe weather event.**

The manager or designee is responsible for determining a severe weather event as defined in LMC [7.30.010](#). The manager or designee shall consult with the Cowlitz County department of emergency management when making a determination under LMC [7.30.010](#)(2)(a). The manager or designee is also responsible for determining when a severe weather event has concluded.

The manager or designee shall immediately notify the city council, city police department, fire department and Cowlitz County department of emergency management upon making a determination of a severe weather event. A list of known severe weather shelters shall be provided with the notification. (Ord. 3337 § 2, 2017).

### **7.30.030 Permitting of severe weather shelters.**

The manager or designee is authorized to issue a temporary use permit as provided for in the International Building Code Section 108 for severe weather shelters. The limit as to time of service for operating a severe weather shelter shall not extend more than two days beyond the cessation of the severe weather conditions.

A temporary use permit is required before operating a severe weather shelter. There is no fee for the temporary use permit. A notice of the temporary use permit issuance shall be given to the emergency service providers such as Cowlitz County department of emergency management, police and fire departments, and other fire and emergency response agencies and to social service organizations serving the homeless. Such temporary use permit may be valid up to 365 days.

The provisions of this chapter shall not apply to religious organizations to the extent they are exempted by the provisions of RCW 35A.21.360. (Ord. 3337 § 2, 2017).



[Home](#) / [Mayor Ted Wheeler](#) / [News](#)

## City Council Passes Ordinance Updating City Code, Specifies that Camping on Public Property is Barred from 8am-8pm

News Article

The amended city code prohibits unsanctioned camping along public rights of way as an 'objectively reasonable' standard as allowed under *Martin v. Boise* and HB 3115.

**Published:** June 7, 2023 5:41 pm

Today, Portland City Council passed [amendments to update existing public camping restriction policies](#). This ordinance puts the City of Portland in compliance with House Bill 3115 which was adopted by the Oregon Legislative Assembly in 2021. The [updated code](#) aims to provide reasonable time, place, and manner camping restrictions for those experiencing homelessness. Enforcement of the amended city code has also been updated and will be implemented through a phased-in approach beginning in late-July at the earliest.

"I want to thank my colleagues on the Portland City Council for passing these reasonable restrictions which are now codified in City Code," said Mayor Wheeler. "The next few months will be focused on education and outreach – with an emphasis on ensuring the homelessness navigation outreach teams have clear and thorough information on this new ordinance. These reasonable restrictions, coupled with our work on increasing shelter availability along with access to services, are a step in the right direction toward a revitalized Portland."

**Time restrictions that prohibit day camping:** The ordinance amends code to allow an involuntarily homeless person to camp in non-restricted areas between the hours of 8 pm and 8 am. After 8 am, the person must dismantle the campsite until 8 pm.

**Place restrictions:** The code changes specify several places where camping is always prohibited. Restrictions include, but are not limited to, the pedestrian use zone, 250 feet from a school or childcare center, in the public right-of-way along the High Crash Corridor, and City Parks.

**Manner restrictions:** Prohibitions include use of gas heaters in or around a campsite, obstructing access to a private property or business adjacent to the public right-of-way, alterations to the ground or infrastructure,

environmental damage, and the accumulation or leaving behind garbage, debris, unsanitary hazardous materials, sewage, or drug paraphernalia.

Enforcement: The ordinance will be phased in using written warnings before someone is subject to criminal enforcement. If a person has been offered alternative access to shelter or housing, and they decline to use those alternatives, then they are prohibited from camping anywhere in the City because they have an alternative place to go. If a person does not have alternative access to shelter or housing because it is not available, then the person may camp if they follow the time, place, manner regulations implemented by the City. Those who do not adhere to the restrictions will receive two initial warnings (and education of the updated rules). The third violation will be subject to criminal enforcement with fines or jail time, though the DA's office will be focused on seeking alternative sentences, which the City fully supports. Enforcement of this ordinance is intended to be a tool to connect people with appropriate resources, while also addressing behavior that is damaging to our community.

###

Exhibit A

**3.18.020 Rules of Conduct at City Property.**

A. [no changes]

B.1.-16. [no changes]

B.17. No person shall use City Property for housing or camping except

a. where the City Property is explicitly designated by the City for use for housing, camping or alternative sheltering purposes, or

b. as permitted by the property manager for the City Property, and provided such the use exception conforms with land use, zoning, building and other property regulations, or is allowed by other Code authority.

B.18-19. [no changes]

C. [no changes]

**14A.50.020 Camping Prohibited on Public Property and Public Rights-of-Way.**

A. As used in this Section:

1. "To camp" means to set up, or to remain in or at a campsite, ~~for the purpose of establishing or maintaining a temporary place to live.~~
2. "Campsite" means any place where any tent, lean-to, shack, or other structure, any vehicle or part thereof, or any bedding, sleeping bag, or other sleeping matter, or any stove or fire is placed, established, or maintained for the purpose of establishing or maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof.
3. "Involuntarily homeless" means having no means to acquire one's own shelter and not otherwise having access to shelter or other alternative options for housing.

B. It is unlawful for any person to camp in or upon any public property or public right-of-way, unless otherwise specifically authorized by this Code or by declaration by the Mayor in emergency circumstances.

C. Subsection 14A.50.020 B. does not apply to a person who is involuntarily homeless provided that such person complies with the following restrictions on the time, place, and manner with respect to their campsite.

1. Time regulations. An involuntarily homeless person may camp between the hours of 8 p.m. and 8 a.m. After 8 a.m., an involuntarily homeless person must dismantle the campsite and remove all personal property from the campsite until 8 p.m.
2. Place regulations. An involuntarily homeless person may not camp in the following places at any time:

- a. On a Pedestrian Plaza regulated under Chapter 17.43 of Portland Code.
- b. Upon public docks regulated under Portland City Code Section 19.16.290.
- c. In the pedestrian use zone, which is the area of the sidewalk corridor on City sidewalks intended for pedestrian travel or access to public transit, as defined in Subsection 14A.50.030 A.3.
- d. In a Park regulated under Chapter 20.12 of Portland Code.
- e. Within 250 feet from a preschool, kindergarten, elementary or secondary school, or a childcare center licensed, certified or authorized under ORS 329A.250 through 329A.460, ORS 418.205 to 418.970; OAR 419-410-0010 to OAR 419-490-0170.
- f. Within 250 feet from a safe parking site, safe rest village, or sanctioned camping location designated by the Mayor.
- g. Within 250 feet of lot or parcel containing a construction site governed by a building permit reviewed by the Major Projects Group of the Bureau of Development Services.
- h. In the public right-of-way along “High Crash Network Streets and Intersections” identified by the Portland Bureau of Transportation.
- i. Within 250 feet of an Environmental overlay zone, River Natural overlay zone, River Environmental overlay zone, Pleasant Valley Natural Resource overlay zone, or a special flood hazard area.
- j. Areas posted no-trespassing by City bureaus.

3. Manner regulations. An involuntarily homeless person camping in the public right-of-way or on public property may not:

- a. Obstruct access to private property or businesses adjacent to the public right-of-way.
- b. Start or maintain any fire for the purposes of burning any combustible material in or around the campsite.
- c. Use a gas heater in or around a campsite.
- d. Erect, install, place, leave, or set up any type of permanent or temporary fixture or structure of any material(s) in or upon public property or public right-of-way. Items such as tents and similar items used for shelter that are readily portable are not structures for purposes of this section.



- e. Dig, excavate, terrace soil, alter the ground or infrastructure, cause environmental damage, or damage vegetations or trees in or around a campsite.
- f. Place or store personal belongings, or other objects, in a total area encompassing more than ten square feet outside the tent or readily portable shelter.
- g. Accumulate, discard, or leave behind garbage, debris, unsanitary or hazardous materials, sewage, drug paraphernalia, improperly disposed of syringes, or other evidence of conspicuous drug use in the public rights-of-way, on City property, or on any adjacent public or private property.
- h. Assemble, disassemble, sell, offer to sell, distribute, offer to distribute, or store three or more bicycles or two or more automobiles, a bicycle frame with the gear cables or brake cables cut or an automobile with the battery or one or more tires removed, two or more bicycles or automobiles with missing parts, or five or more bicycle or automobile parts.

~~The violation of this Section is punishable, upon conviction, by a fine of not more than \$100 or by imprisonment for a period not to exceed 30 days or both.~~

D. Any camp, camp materials, or personal property in violation of any of the standards in this Chapter may be removed or cleaned up by the City or its designated contractors.

#### **14A.50.025 Enforcement.**

A. For a first or second violation of Section 14A.50.020, a violator will be given a written warning identifying the provisions of Section 14A.50.020 that were violated.

B. A third or subsequent violation of Section 14A.50.020, after either two prior written warnings, or a prior conviction under this Subsection, within the previous year, is punishable by a fine of not more than \$100 or by imprisonment for a period not to exceed 30 days, or both.

C. The two written warnings and associated violation under this Section must each occur no less than 24 hours apart.

#### **14A.50.050 Erecting Permanent or Temporary Structures on Public Property or Public Rights-of-Way.**

A. It shall be unlawful to erect, install, place, leave, or set up any type of permanent or temporary fixture or structure of any material(s) in or upon non-park public property or public right-of-way without a permit or other authorization from the City.

B. In addition to other remedies provided by law, such an obstruction is hereby declared to be a public nuisance. The City Engineer, City Traffic Engineer, or Chief of Police may

summarily abate any such obstruction, or the obstruction may be abated as prescribed in Chapter 29.60 of this Code.

C. The provisions of this Section do not apply to merchandise in the course of lawful receipt or delivery, unless that merchandise remains upon the public right-of-way for a period longer than 2 hours, whereupon the provisions of this Section apply.

D. The provisions of this Section do not apply to depositing material in public right-of-way for less than 2 hours, unless the material is deposited with the intent to interfere with free passage or to block or attempt to block or interfere with any persons(s) using the right-of-way.

E. The provisions of this Section do not apply to depositing material necessary to sleeping, or keeping warm, or dry as defined by ORS 195.530, by involuntarily homeless persons consistent with Section 14A.50.020.

#### **17.43.120 Use of Certain Devices or Equipment.**

A. No person shall ride or operate a skateboard on any ~~brickwork, cobblestone or ornamental surface~~, table, chair, bench, fountain area, planter, or sculpture located in a pedestrian plaza.

B. – C. [unchanged]

#### **20.12.010 Purpose of Establishing Prohibited Conduct.**

The purposes of this Chapter ~~is to~~ include but are not limited to: preserve the Parks for the enjoyment, safety, comfort and convenience of the public; ~~and to~~ enhance the orderly administration and management of the Parks in accordance with the Bureau's management, operation and stewardship plans and policies; preserve, protect and prevent damages to cultural and natural resources and constructed physical improvements; and maintain a healthy natural ecosystem and support native wildlife. ~~by prohibiting~~ This Chapter prohibits conduct that unreasonably interferes with the administration and lawful uses of the Parks, by limiting or restricting uses on reasonable time, place and manner as identified within this Chapter. ~~The purpose of~~ This Chapter is not to punish any person for prior conduct, but, rather, to provide civil and non-punitive regulations the Council finds necessary to prevent nuisances and to protect the health, welfare and safety of the public using the City's Parks. Any violation of the provisions of this Chapter is punishable in accordance with Section 1.01.140 of this Code.

#### **20.12.030 Unlawful Urination or Defecation.**

~~No person shall urinate or defecate in any park except in a convenience station designed for that purpose; or blow, spread, or place any nasal or other bodily discharge; or spit, urinate, or defecate on the floors, walls, partitions, furniture, fittings, or on any portion of any public convenience station or in any place in such station, excepting directly into the particular fixture provided for that purpose; or place any bottle, can, cloth, rag, or metal, wood, or stone substance in any of the plumbing fixtures in any such station. No person shall urinate or defecate in any Park except in a fixture within a public restroom or a facility specifically designed for toileting purpose. No person shall leave any bodily discharge in a Park, except in waste receptacles designed for that disposal purpose.~~

#### **~~20.12.070 Unlawful Use of Trees, Monuments, Vases, Fountains, Railings, Fences or Tables.~~**

~~It is unlawful for any person to climb any tree, or walk, stand, or sit upon the monuments, vases, railings, or fences, or lie on any picnic table in any Park. No person shall climb, walk, stand or sit upon, or enter, wade or dive into or swim in any fountain in any Park, except for fountains where such use is designated by the Director.~~

#### **20.12.100 Vandalism; Protection of Park Property and Vegetation.**

~~A. No person shall take, remove, destroy, break, cut, injure, mutilate, or deface in any way or attach any thing to, any structure, monument, statue, vase, fountain, wall, fence, railing, gate, vehicle, bench, or other property in any Park. No person shall remove, destroy, break, injure, mutilate, or deface in any way in any Park any shrub, fern, plant, flower, or other vegetation. No person shall plant, prune, remove, destroy, break, injure, mutilate, or deface in any way in any Park any tree without a permit from the City Forester under the provisions of Title 11. This provision shall not prohibit authorized work done for, by or on behalf of the City~~

~~B. No person shall, without prior authorization, take, use, or have in his or her possession any equipment belonging to the City and designated for park or recreation use, outside of the limits of the established Park or Parks facility.~~

Except as otherwise authorized by the Director or by a Park permit,

A. No person shall alter or cause damage to any facility, building, improvement, fixture, or amenities in a Park.

B. No person shall:

1. Climb, scale, walk, stand, swing, or sit upon any monument, fountain, railing, fence, tabletop, pole or any other feature or amenity that is not designed for such purposes;

2. Install, tether, tie or attach any objects to poles, fences or other fixtures in Parks.

C. No person shall:

1. Climb, scale, swing upon any tree or shrub;
2. Install, tether, tie or attach any objects to any tree or shrub, including but not limited to swings, ropes, climbing anchors or harnesses;
3. Remove, cut, carve, prune, injure, or destroy any tree, shrub, plant, flower, or other vegetation.

D. No person shall plant, seed, dump, or purposefully introduce any plants or plant matter in a Park.

E. No person shall fish, swim, dive, bathe or wade in any fountain, pool, beach or water feature, except at times and places specifically designated by the Director.

#### **~~20.12.150 Fishing and Bathing.~~**

~~No person shall fish, wade, swim, or bathe in any Park except in the places designated by the Director for such purposes.~~

#### **20.12.230 Pioneer Courthouse Square.**

A. In addition to the other provisions of this Chapter, the provisions of this Section apply in Pioneer Courthouse Square. "Pioneer Courthouse Square" means the city block bounded on the north by the south curb of Southwest Morrison Street, on the south by the north curb of Southwest Yamhill Street, on the east by the west curb of Southwest Sixth Avenue, and on the west by the east curb of SW Broadway. It specifically includes the entire area of that block and all improvements thereon, including all pedestrian walkways and transportation shelters and facilities.

~~B. No person shall climb, stand, sit or lie upon any of the water troughs, trellises, garbage containers, or planters, nor climb, stand or lie upon any bench within Pioneer Courthouse Square~~

~~C. No person shall operate any radio or other amplified sound producing device, so as to be audible to another, within Pioneer Courthouse Square, except by permit.~~

~~D. No person shall throw any ball, disc or other object, use roller skates or skateboards, ride any bicycle or other wheeled device other than a medical mobility device or a child stroller or baby carriage, or roll any shopping cart within Pioneer Courthouse Square.~~

~~B. E.~~ No person shall violate any ordinance, rule or regulation duly promulgated by TriMet governing the use of its shelters or other facilities located within Pioneer Courthouse Square.

C. F. The following areas of Pioneer Courthouse Square are designated exclusively for transit use:

1. The walkway areas under the overhead canopies adjacent to SW Yamhill Street, between the southernmost drip line of any overhead canopy and the south side of the base of the decorative wall; and
2. The area within the drip lines of the structures commonly known as the mushroom sculptures adjacent to SW Morrison Street.

No person shall remain in those areas except for the purpose of entering into, exiting from or waiting for a light rail train or trolley.

~~G. No person shall smoke in any part of Pioneer Courthouse Square.~~

~~H. No person shall possess any type of fireworks, whether or not such fireworks are otherwise allowed by law, in Pioneer Courthouse Square, except by permit.~~

**D. I.** ~~No person shall possess any place graffiti instrument in Pioneer Courthouse Square, with the intent that the instrument be used to tamper with, mar or deface property therein, or knowing that another person intends to so use it, or when a reasonable person would know that the instrument is likely to be so used. For purposes of this Subsection, "graffiti" means the unauthorized spraying or marking of paint, chalk, dye or any other substance to any building, structure or surface. For purposes of this Subsection, "graffiti instrument" means any can of paint or other marking substance under pressure, which can be used to spray surfaces with the paint or other marking substance, or any ink, chalk, dye or other instrument or article adapted or designed for spraying or marking surfaces.~~

# Homelessness & housing toolkit for cities

Tools and resources to address homelessness and affordable housing from real cases in cities across Washington.

---

2022







# Table of contents

## Introduction

|                                                                       |   |
|-----------------------------------------------------------------------|---|
| City resources for addressing homelessness & affordable housing ..... | 1 |
|-----------------------------------------------------------------------|---|

## Funding

|                                                         |   |
|---------------------------------------------------------|---|
| Homelessness & affordable housing funds explained ..... | 2 |
|---------------------------------------------------------|---|

## Homelessness

|                                                                                       |    |
|---------------------------------------------------------------------------------------|----|
| Emergency rental assistance programs:<br>A strategy for preventing homelessness ..... | 6  |
| The Housing First model .....                                                         | 7  |
| Homelessness & the limits of enforcement .....                                        | 8  |
| Local governments' winter shelter programs .....                                      | 11 |
| A primer on safe parking programs .....                                               | 12 |
| City authorized emergency mitigation sites .....                                      | 13 |
| Transitions: From tents to temporary micro-shelters .....                             | 15 |
| Two models for turning hotels into housing .....                                      | 17 |
| Tiny house villages as permanent supportive housing .....                             | 19 |
| How cities are using ARPA funds to address housing & homelessness .....               | 21 |

## Affordable housing

|                                                                                                        |    |
|--------------------------------------------------------------------------------------------------------|----|
| How cities are using the sales tax revenue sharing proceeds to make local investments in housing ..... | 23 |
| Finding missing middle housing .....                                                                   | 24 |
| New state law extends incentives for increased residential building capacity & density .....           | 28 |

|                                                                                               |    |
|-----------------------------------------------------------------------------------------------|----|
| Using affordable housing zoning to minimize displacement .....                                | 30 |
| Addressing the impact of short-term rentals on affordable housing .....                       | 32 |
| Multifamily housing bonds .....                                                               | 33 |
| Land Acquisition Program .....                                                                | 35 |
| Revising city regulations to encourage accessory dwelling units .....                         | 36 |
| A Regional Coalition for Housing (ARCH):<br>15 cities & a county working together .....       | 38 |
| City of Bellingham housing levy .....                                                         | 39 |
| Community Land Trusts .....                                                                   | 40 |
| Inclusionary zoning: Mandatory programs .....                                                 | 41 |
| Density bonus: Voluntary inclusionary zoning .....                                            | 43 |
| Multifamily tax exemption: A newly expanded incentive to help create affordable housing ..... | 44 |
| Bremerton addresses housing affordability & chronic homelessness .....                        | 45 |
| Down payment assistance programs .....                                                        | 46 |
| Tiny homes .....                                                                              | 47 |
| The role of manufactured home parks .....                                                     | 48 |

## Tenant protections

|                                          |    |
|------------------------------------------|----|
| Rental housing inspection programs ..... | 50 |
| Recent tenant protection laws .....      | 51 |

## Innovative collaboration

|                                                                                              |    |
|----------------------------------------------------------------------------------------------|----|
| Taking a team approach to help people struggling with homelessness & behavioral health ..... | 52 |
| Many irons in the fire: A focus on Spokane and Tacoma .....                                  | 53 |



Copyright © 2022 by Association of Washington Cities and Municipal Research & Services Center

All rights reserved. No part of this publication may be reproduced, stored in a retrieval system or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of the Association of Washington Cities or Municipal Research & Services Center.

AWC's mission is to serve our members through advocacy, education and services.

Association of Washington Cities, Inc.  
1076 Franklin St. SE, Olympia, WA 98501  
360.753.4137  
1.800.562.8981  
[wacities.org](http://wacities.org)

MRSC's mission: Trusted guidance and service supporting local government success.

Municipal Research & Services Center  
2601 Fourth Avenue, Suite 800  
Seattle, WA 98121-1280  
206.625.1300  
[mrsc.org](http://mrsc.org)

# City resources for addressing homelessness & affordable housing

The two intervening years since this publication's last update have seen significant changes. The pandemic has changed virtually every aspect of our lives – and housing and homelessness are no exception. In fact, having a secure place to call home became more fundamental than ever when social distancing was required to protect public health. Housing no longer serves only the basic role of shelter. Housing has become a quarantine space, an office, a school, and a day care center.

Prior to the pandemic, the state's housing and homelessness response system was already inadequate. The economic impacts of COVID-19 have only exacerbated Washington's tenuous housing situation. Cities of every size are grappling with increasing homelessness, lack of housing for low-income and very low-income households, and inadequate mental health and addiction treatment systems.

After many years of improvement, in 2013 homelessness in Washington started increasing and is now at its highest ever number, despite significant investment and efforts to reduce it over the last decade.

Almost every community in the state faces rapidly increasing housing costs that are pricing working families out of cities and exacerbating homelessness.

When markets in larger urban communities are red hot, there is powerful pressure to renovate and raise rents for existing affordable units. Less urbanized areas of the state face very low vacancy rates and soft development economies, where new construction is not occurring at the pace needed to meet demand and accommodate growth.

Our inadequate mental health care and chemical dependency treatment systems compound the housing and homelessness problem. Washington ranks 23rd in the nation in the number of available in-patient and residential mental health beds, with about 32 people in-need of mental health services per available bed. Additionally, our emergency rooms are overwhelmed by the number of people who need help, especially with addiction and mental health issues.

Solving these problems fall to a varied group of federal and state agencies, local governments, and nonprofit partners. The cost of homelessness to taxpayers is significant: increased police calls for service, emergency room visits, and

locally funded homeless services strain local budgets. Cities struggle with limited resources—and state or federal funding for homelessness and housing does not often flow directly to cities.

There is no single solution to these problems and cities need access to a variety of strategies to address the related crises of lack of affordable housing and homelessness. This toolkit serves as a resource for elected officials and city staff who seek options and ideas on how to respond.

Cities are on the front lines of the challenges around housing and homelessness, but as the programs in this toolkit demonstrate, cities cannot solve them alone. Reducing homelessness and increasing affordable housing require a sustained, innovative approach and a willingness to partner with county, state, and federal agencies, as well as local faith communities, nonprofits, the private sector, and housed residents. None of these programs are one-size-fits-all solutions; but the following pages offer ideas and inspiration so cities can continue rising to meet the challenge of the day.

## What is “affordable housing”?

Affordable housing is commonly mistaken for low-income housing. Instead, housing is considered affordable when its cost (including utilities) is not more than 30% of the household income. In contrast, low-income housing deems rents as affordable based on defined income levels that are lower than the area's average income (e.g., someone who makes 60% of the area median income could qualify to rent a unit).

# Homelessness & affordable housing funds explained

The state’s housing crisis can seem insurmountable. The financial returns from low-income housing development are not high enough to incentivize traditional banking institutions and housing developers to finance and construct housing for this economic segment. Housing developments are usually financed based on a market rent or sale price that will guarantee the repayment of construction loans to banks and result in enough profit for housing developers to take on the many risks of development. Thus, most new housing is constructed for those at or above median income levels.

More public funding is clearly needed to address the lack of availability for below-market housing. The resources below provide the financing tools available to assist cities in addressing both homelessness and lack of affordable housing.

| Source                                          | Funding focus                                                  | Housing-related use                                                                                                                                                                                                                                                                                                                                                                                    | Area median income (AMI) restrictions                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ARPA – State & Local Fiscal Recovery Finds      | Affordable housing, homelessness, housing & utility assistance | Wide variety of available uses including: <ul style="list-style-type: none"> <li>• Rental &amp; mortgage assistance</li> <li>• Utility assistance</li> <li>• Counsel and legal aid to prevent homelessness</li> <li>• Temporary housing for homeless individuals</li> <li>• Home repair &amp; home weatherization</li> <li>• Developing affordable housing and permanent supportive housing</li> </ul> | Various eligibility categories: <ul style="list-style-type: none"> <li>• Income at or below 300% of the Federal Poverty Guidelines.</li> <li>• 65% of the AMI or below.</li> <li>• Households who qualify for CHIP, CCDF, or Medicaid</li> <li>• See SLFRF Final Rule for additional eligibility categories.</li> </ul> |
| Affordable Housing & Related Services Sales Tax | Affordable housing and homelessness                            | Constructing or acquiring affordable housing, including emergency, transitional, supportive, and permanent; facilities providing housing-related services; or acquiring land for these purposes                                                                                                                                                                                                        | 60% of the AMI or below                                                                                                                                                                                                                                                                                                 |
| Affordable Housing Property Tax Levy            | Affordable housing                                             | Funds activities designated by the local affordable housing finance plan                                                                                                                                                                                                                                                                                                                               | 80% of the AMI or below                                                                                                                                                                                                                                                                                                 |
| Affordable Housing Sales Tax Credit             | Affordable housing                                             | Allows cities and counties to access a portion of state sales tax revenue to make local investments in affordable housing                                                                                                                                                                                                                                                                              | 60% of the median income of the city imposing the tax. Note: This is not the AMI.                                                                                                                                                                                                                                       |
| Community Development Block Grant               | Affordable housing                                             | Rehabilitation of affordable housing and homeownership programs for low-income households                                                                                                                                                                                                                                                                                                              | 80% of the AMI or below                                                                                                                                                                                                                                                                                                 |
| Document recording fees                         | Homelessness                                                   | Homeless housing, planning, and prevention                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                         |
| HOME Investment and Partnership Program         | Affordable housing                                             | Preservation, creation of new units, and rental assistance                                                                                                                                                                                                                                                                                                                                             | 50% of the AMI or below                                                                                                                                                                                                                                                                                                 |
| Housing Choice Voucher (Section 8)              | Affordable housing                                             | Rental voucher                                                                                                                                                                                                                                                                                                                                                                                         | 50% of the AMI or below                                                                                                                                                                                                                                                                                                 |
| HUD Continuum of Care Program                   | Homelessness                                                   | Homeless housing and services                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                         |
| Lodging Tax (Hotel/Motel Tax)                   | Workforce housing                                              | Repayment of debt issued to fund workforce housing within one-half mile of a transit stop                                                                                                                                                                                                                                                                                                              | 30-80% of AMI, adjusted for family size                                                                                                                                                                                                                                                                                 |
| Low Income Housing Tax Credits                  | Affordable housing and homelessness                            | Construction or rehabilitation of new units                                                                                                                                                                                                                                                                                                                                                            | Provides three income options – tenants at 50% or 60% of the AMI or below; or an average of tenants but no one above 80% AMI.                                                                                                                                                                                           |

| Source                                          | Funding focus                       | Housing-related use                                                                                                                                                                        | Area median income (AMI) restrictions                                              |
|-------------------------------------------------|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Mental Health and Chemical Dependency Sales Tax | Homelessness                        | Services and supportive housing for people with behavioral health or drug dependency issues                                                                                                |                                                                                    |
| Real Estate Excise Tax                          | Affordable housing and homelessness | Planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of facilities for those experiencing homelessness and affordable housing projects |                                                                                    |
| Washington State Housing Trust Fund             | Affordable housing and homelessness | Preservation, creation of new units, and supportive services                                                                                                                               | 80% of the AMI or below, but majority of funds targeted to 30% of the AMI or below |

### Affordable housing property tax levy

Counties and cities are authorized to impose additional regular property tax levies up to \$0.50 per thousand dollars assessed valuation (AV) each year for up to ten consecutive years to finance affordable housing for very low-income households (defined as 50% or less of the county’s median income) with voter approval (RCW 84.52.105).

Effective October 1, 2020, the Legislature amended the law expanding the revenue uses to include affordable homeownership, owner-occupied home repair, and foreclosure prevention program for low-income households – those whose income is at or below 80% of the county median income.

If both the city and county impose a levy, the levy of the last jurisdiction to receive voter approval is reduced so that the combined rate does not exceed \$0.50 per thousand dollars AV in any taxing district.

This tax may not be imposed until the legislative authority:

1. Declares the existence of an emergency with respect to the availability of housing that is affordable to low or very low-income households; and
2. Adopts an affordable housing finance plan in conformity with state and federal laws regarding affordable housing.

### Affordable housing & related services sales tax

In July 2015, the Legislature approved **HB 2263**, which gave local governments a tool to obtain funding to house vulnerable residents by implementing a one-tenth of one percent sales tax. In 2020, the Legislature amended the law (**HB 1590**) to provide an optional councilmanic approval, rather than voter approval.

Under the amended law, county legislative authorities had the “right of first refusal” to implement the 0.1% sales and use tax by September 2020. A city legislative authority may implement the whole or remainder of the tax either councilmanically or by voter approval if the county has not opted to implement the full tax.

The revenue stream is meant to serve people living with incomes at 60% or below of a given county’s area median income. Most of the funding (at least 60%) is designated for constructing or acquiring affordable housing, including land; facilities to deliver behavioral health services; or land for such facilities, the operation and maintenance of the newly built or acquired affordable housing or behavioral facilities. The remainder of the funds can be used for the operation, delivery, or evaluation of behavioral health programs and services or housing-related services.

### Affordable Housing Sales Tax Credit

Passed in 2019, **HB 1406** created a sales tax revenue sharing program that allows cities and counties to access a portion of state sales tax revenue to make local investments in affordable housing. Over a 20-year commitment, the state will be sharing more than \$500 million with local governments. To take advantage of this funding source, cities and counties needed to adopt the tax ordinance by July 28, 2020. Revenues may be used for affordable and supportive housing; cities under 100,000 in population may also use revenues for rental assistance.



## **American Rescue Plan Act (ARPA) – State & Local Fiscal Recovery Funds (SLFRF)**

On March 11, 2021, the American Rescue Plan Act (ARPA) became law. The sweeping \$1.9 trillion federal plan brought much-needed relief to individuals, businesses, and local governments across the country. Under the plan, cities and towns are receiving \$65.1 billion in State and Local Fiscal Relief Funds (SLFRF) with \$1.1 billion in SLFRF funds going directly to Washington's 281 cities. These one-time funds provide cities with broad latitude to invest in their communities and provide critical relief to individuals, families, and businesses impacted by the COVID-19 pandemic. Funds can be used to respond to the public health emergency, provide economic support to impacted residents and businesses, invest in local infrastructure, and replace lost public sector revenues. Funds must be obligated by December 31, 2024 and spent by December 31, 2026.

## **Community Development Block Grants**

Started in 1974, the Community Development Block Grant (CDBG) program is one of HUD's longest running programs and provides annual grants to local governments and states for a wide range of community needs. The CDBG program works to ensure decent affordable housing, to provide services to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses.

CDBG appropriations are allocated between states and local jurisdictions called "non-entitlement" and "entitlement" communities. Entitlement communities are comprised of central cities of Metropolitan Statistical Areas, metropolitan cities with populations of at least 50,000, and qualified urban counties with a population of 200,000 or more (excluding the populations of entitlement cities). States distribute CDBG funds to non-entitlement localities not qualified as entitlement communities.

## **Document recording fees**

Document recording fees are Washington State's largest source of funding for homelessness programs. Counties charge fees on recorded documents and are permitted to retain a portion for affordable housing and homelessness programs. Counties generally include cities in committees in determining how to spend the local share of the collected fees. Another portion of these funds are redirected to the Department of Commerce to fund various programs, including the Consolidated Homeless Grant program.

## **HOME Investment Partnerships Program**

The HOME Investment Partnerships Program (HOME) is like CDBG, except that the funds must be used for affordable housing for low- and very low-income individuals. Funding is allocated to states or participating jurisdictions. Funds can be used for building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance.

The program is flexible and allows states and local governments to use these funds for grants, direct loans, loan guarantees or other forms of credit enhancements, and rental assistance or security deposits.

## **HUD Continuum of Care Program**

The Continuum of Care (CoC) Program is designed to promote community-wide commitment to the goal of ending homelessness. The program provides funding for efforts by nonprofit service providers, states, and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness. The program promotes access to and effective utilization of mainstream programs by homeless individuals and families. And CoC optimizes self-sufficiency among individuals and families experiencing homelessness.

## **Lodging Tax (Hotel/Motel Tax)**

Cities and counties traditionally use lodging tax funds to fund activities associated with tourism facilities and promotion. However, amendments in 2015 and 2021 expanded the uses of these funds to address affordable workforce housing near transit stations and youth homelessness. There are several important restrictions and procedural requirements to utilize lodging tax funds. Cities should carefully consult the statute to determine whether this tool is appropriate for your specific project.

## **Low Income Housing Tax Credit**

The Low Income Housing Tax Credit (LIHTC) is a federal tax credit program created in 1986 to provide private owners an incentive to create and maintain affordable housing. The IRS allocates program funds on a per capita basis to each state. The Washington State Housing Finance Commission (HFC) administers the tax credits as a source of funding that housing developers use for a single project. Investors in housing projects can apply to the HFC for different tax credits depending on project type.

## **Mental Health & Chemical Dependency Sales Tax**

The Mental Health and Chemical Dependency Tax allows counties to impose a sales and use tax of one-tenth of one percent to fund programs serving people with mental health or drug treatment purposes. Since 2011, cities with populations greater than 30,000 in Pierce County have the authority to implement the tax if it has not been passed by the county. Programs and services that can be funded by this revenue stream include, but are not limited to, treatment services, case management, operation or delivery of therapeutic court programs and services, and housing as a component of a coordinated chemical dependency or mental health treatment program or service. Modifications to existing facilities where the above services and program occur are also eligible.

## **Real Estate Excise Tax**

Until January 1, 2023, the Legislature has granted the authority for cities and counties to utilize the greater of 35% of available funds or up to \$1 million from their second authorized 0.25% increment of real estate excise tax (REET) for affordable housing and homelessness capital projects. Local governments may use these funds for the planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of facilities for those experiencing homelessness and for affordable housing projects. Cities or counties using REET funds for these purposes must document in their capital facilities plan that it has available funds during the next two years for the capital projects that have been historically eligible for REET expenditures.

## **The Housing Choice Voucher (Section 8)**

The Housing Choice Voucher (HCV) program is a federal housing voucher for very low-income families, the elderly, and disabled individuals to afford housing in the private market. Participants are free to choose any housing that meets the requirements of the program and are not limited to units located in subsidized housing projects. Housing choice vouchers are administered locally by public housing authorities. Housing authorities receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher

program. Usually, a housing subsidy is paid to the landlord directly by the housing authority on behalf of the participating family. The individual or family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program.

## **Washington State Housing Trust Fund**

The Washington State Department of Commerce administers a Housing Trust Fund (HTF) funded primarily through the capital budget. Since 1987, the HTF has contributed over \$1 billion toward the construction and maintenance of over 40,000 affordable homes. HTF dollars support a wide range of projects serving a diverse array of low-income populations. Projects can serve people with incomes up to 80% of area median income, but most projects funded to date serve households with special needs or incomes below 30% of the area median income, including homeless families, seniors, farmworkers, and people with developmental disabilities. Local governments can apply to the HTF for eligible activities.

# Emergency rental assistance programs: A strategy for preventing homelessness

Emergency rental assistance prevents homelessness by helping residents avoid eviction. In addition to providing funds to address their immediate housing crisis, such programs also provide other support services to promote long term stability.

Typically, these programs provide short-term (one to three months) or medium-term (up to six months) rental assistance for households with incomes up to 50% of area median income (AMI), that are at imminent risk of homelessness or have recently become homeless.

Individuals and families fall into a housing crisis and seek assistance for many reasons. Some of the most common are job loss, an unforeseen reduction in work hours, a medical emergency or disabling condition, limited income coupled with a rent increase, or the cessation of refugee resettlement assistance.

Rental assistance funds are used for immediate help with current or late rent, utility arrears, and legal or interpretation fees needed to stop an eviction action. Funds may also be used for credit and background checks needed to secure alternate stable housing, as well as security and utility deposits and moving costs.

In addition to receiving financial assistance, program participants may receive or be required to participate in services such as landlord negotiations, job search assistance, and money management and financial goal setting training.

## Funding sources

Under the Affordable Housing Sales Tax Credit provided by **HB 1406** (passed in 2019), counties 400,000 or less in population and cities 100,000 or less in population can use the tax funds to provide rental assistance to tenants who are at or below 60% of the median income of the jurisdiction. To participate in this tax credit, jurisdictions needed to meet 2020 deadlines to impose the tax.

In a 2021 survey, 24% of respondent cities reported using ARPA to fund rental and mortgage assistance. Between July 1 and December 31, 2021, Seattle, in partnership with United Way of King County, Urban League, Wellspring, and numerous community-based organizations, distributed more than \$26 million in emergency rental assistance to more than 6,000 households. This program, funded by federal ARPA, provided households with assistance to pay current rent as well as rental arrears. Most households (42%) who received aid had incomes less than 30% of Seattle's AMI with another 23% of recipients with an income between 30%-50% of AMI. Funds also reached historically disadvantaged populations--44% of recipients identified as Black or African American and another 20% of recipients identified as another minority.



# The Housing First model

The central goal of the Housing First approach is to provide permanent, affordable housing. By providing housing assistance, case management, and supportive services after an individual or family is housed, communities can significantly reduce the time people experience homelessness and prevent further episodes of homelessness.

Housing First is an approach used for both first-time homeless families and individuals, and for people who are chronically homeless. For the chronically homeless, this is also referred to as “low barrier” housing because typically there are no preconditions that the participant be clean and sober to obtain housing. Participants are housed with access to services such as mental health and addiction treatment on-site or nearby, but are not required to use the services.

Generally, Housing First programs share these elements:

- A focus on helping individuals and families access and sustain permanent rental housing as quickly as possible;
- A commitment to permanent rather than temporary or transitional housing;
- Provision of social and health services following a housing placement;
- Services are tailored to each individual’s or family’s needs; and

- Housing is not contingent on participation in services or treatment; the only requirement is that participants comply with a standard lease agreement, and services are intended to help them do so successfully.

A central tenet of the Housing First approach is that social services that enhance individual and family well-being are more effective when people are in their own home than when they are living with the extreme stress of homelessness.

While there are a wide variety of program models, all Housing First programs typically include:

- Assessment-based targeting of Housing First services;
- Assistance locating rental housing, relationship development with private market landlords, and lease negotiation;
- Housing assistance ranging from security deposit and one month’s rent to provision of a long-term housing subsidy;
- A housing placement that is not time-limited; and
- Case management to coordinate the services that follow a housing placement.

The Housing First model has been shown to reduce public costs of homelessness such as use of emergency rooms, police services, courts and jails, and public sanitation. The federal Department of Housing and Urban Development estimates that each homeless person costs between \$30,000 and \$50,000 per year in such costs.

The cost to provide permanent housing and support services to help people stay housed is approximately \$20,000 per year.

The stable living environment facilitates effective, and/or more cost-effective treatment than emergency rooms and incarceration.

Program models vary depending on the client population, the availability of affordable rental housing, and/or housing subsidies and services. Housing First programs often reflect the needs and preferences of each community, further contributing to the diversity of models.

# Homelessness & the limits of enforcement

Historically, enforcing sit-lie and panhandling ordinances has been considered a viable tool to address homelessness in public spaces. However, recent court decisions have changed the legal landscape on enforcement, with appeals still pending. In all cases, cities should evaluate their ordinances and enforcement practices to determine whether—and what type of—regulation is necessary.

## ***Martin v. City of Boise*—impact on camping, sleeping, or lying in public**

In September 2018, the Ninth Circuit Federal Court of Appeals case ruled in *Martin v. City of Boise* that it is unconstitutional for the City of Boise to enforce ordinances prohibiting camping in public places against people experiencing homelessness at times when no shelter space is available. Washington is part of the Ninth Circuit, so this decision applies to Washington municipalities.

The court found that the City of Boise's enforcement of ordinances prohibiting camping, sleeping, or lying in public violated the U.S. Constitution Eighth Amendment ban on cruel and unusual punishment if an individual does not have a meaningful alternative (such as space in a shelter or a legal place to camp). From the court's standpoint, it is not a simple question of whether an ordinance prohibiting camping on public property is constitutional.

Rather, the enforcement of such an ordinance is considered cruel and unusual punishment under the Eighth Amendment, if a homeless person has no other option than to live and sleep outside:

*"As long as there is no option of sleeping indoors, the government cannot criminalize indigent, homeless people for sleeping outdoors, on public property, on the false premise they had a choice in the matter."*

In other words, camping ordinances are not inherently unconstitutional, but a municipality can be in violation of the Eighth Amendment if the person cited had no meaningful alternative to sleeping outside.

However, in footnote 8, the court set forth some limits on the scope of its decision:

1. It does not cover individuals who do have access to adequate temporary shelter but choose not to use it.
2. Even when shelter is unavailable, an ordinance may prohibit sitting, lying, or sleeping outside at certain times or in certain locations.
3. An ordinance may prohibit obstruction of rights-of-way or the erection of certain types of structures.

4. Whether such ordinances are consistent with the Eighth Amendment will depend on "whether it punishes a person for lacking the means to live out the 'universal and unavoidable consequences of being human...'"

The City of Boise petitioned the United States Supreme Court for review of the Ninth Circuit decision. The Court declined review, leaving the Ninth Circuit's decision as law.

## **Unauthorized encampments—Cleanups**

The *Martin* case involves issuance of criminal citations to people experiencing homelessness. A different Ninth Circuit case, *Lavan v. City of Los Angeles*, addresses a related issue—due process requirements for the removal of unauthorized encampments on public property.

Prior to clearing encampments, local governments must provide notice to camp residents (72-hour minimum notice is common). It is also important to have outreach personnel present during encampment removal, whose job it is to help individuals in an encampment identify shelter options or alternative locations to go to. Personal property found during the encampment removal must be held for a certain amount of time so that it can be claimed by the owner—do not assume it is abandoned. Storage of at least 60 days is common.

## Unauthorized encampments—Searches

In 2017, the Washington Court of Appeals Division II ruled that tents and shelters set up on public property and used for habitation are protected from unreasonable searches under the Washington State Constitution. In *State v. Pippin*, Mr. Pippin was arrested when the police found drugs in his tent. The court ruled that law enforcement officers needed to obtain a search warrant before searching Mr. Pippin's tent. The court acknowledged the pervasiveness of homelessness and the need for the law to be flexible in responding to it, stating:

*“The law is meant to apply to the real world, and the realities of homelessness dictate that dwelling places are often transient and precarious. The temporary nature of Pippin’s tent does not undermine any privacy interest.”*

## Parking enforcement of vehicles used as a residence

In 2021, two cases—one in the Washington State Supreme Court and the other in federal district court—argued a novel legal question: whether a city could enforce parking restrictions, including fines and impoundment, on a vehicle used as a residence.

The first case, *City of Seattle v. Long*, arose when Steven Long parked for three months in a city parking lot that had a 72-hour parking restriction. Long was living in the truck and used it to store his personal possessions, including tools of his trade. When Long did not move his truck after it was posted with a parking violation notice, a city-contracted company towed the truck in Long's absence. At the impoundment hearing, the magistrate found that Long had parked illegally but waived the \$44 parking infraction fine, reduced the impoundment charges from \$946.61 to \$547.12, and added a \$10.00 administrative fee. Long was then required to pay \$50 a month under a payment plan. Long received his truck after the hearing.

In its August 2021 decision, the Washington State Supreme Court agreed with Long's arguments that because he was living in his truck, the vehicle was automatically protected from debt collection under the Homestead Act (Chapter 6.13 RCW), which provides protections from using a residence

to satisfy debts. However, the Court agreed with Seattle that because the city never collected on Long's debt, the protections of the Homestead Act against attachment, execution, or forced sale were never implicated. The Court further concluded that the city had the authority to seize Long's truck, impoundment was reasonable under the circumstances, and no alternatives existed in this case. Long also argued that the fines were excessive and violated constitutional protections against cruel and unusual punishment. The Court agreed that the impoundment and associated cost were both partially punitive and, as such, determined them to be fines under the Eighth Amendment. But the Court applied a new test finding that Long did not have the ability to pay the fines. Finally, the Court concluded that the payment plan that Long agreed to in order to retrieve his truck was excessive in this case, but that “a reasonable fine may still be constitutional and appropriate.”





The second case, *Potter v. City of Lacey*, was heard in the United States District Court for the Western District of Washington in 2021 and concerns a recreational vehicle parked in a city hall parking lot and a city ordinance addressing parking of recreational vehicles. Potter lived in a trailer attached to his truck. The case arose when Potter began parking in the Lacey City Hall parking lot along with about two dozen other vehicle-sheltered individuals.

The ordinance at issue prohibited parking recreational vehicles for more than four hours unless the vehicle had been issued a permit granting it an exception. Potter's vehicle did not have a permit. Potter was issued a \$35 parking violation and, when police arrived with a tow truck, Potter removed his vehicle from the lot to avoid impoundment.

Potter challenged the city ordinance and permit alleging that they violated federal and state constitutional rights of freedom of travel and association, freedom from cruel and unusual punishment, and freedom from unreasonable searches and seizures. The federal district court ruled in favor of the city on all claims. As of publication, this case is on appeal to the Ninth Circuit Court of Appeals.

In light of these rulings, here are some options to consider to reduce legal risk when enforcing parking restrictions, in consultation with your city's legal counsel:

- Review your parking enforcement procedures
- Designate a safe parking location to remove the illegality of the parking (or find a local partner to offer safe parking in their lots)
- Limit your enforcement of vehicles suspected as residences
- If you choose to impound:
  - Avoid any action that looks like you will auction the vehicle unless payment is received
  - If you collect on the debt, the protections of the Homestead Act are triggered
  - Treat *any* car that appears to be serving as a residence as a home, including searches of property inside
- Review your fines and fees ordinances under the Eighth Amendment protection against excessive fines:
  - Are they used as punishment, even partially, OR
  - Are the fees and fines associated with the actual costs incurred, or close to?
- Consideration of individual circumstance and ability to pay is required during impoundment hearing.

## **Panhandling regulations**

The Washington Supreme Court struck down an ordinance prohibiting begging or panhandling on First Amendment grounds in the 2016 case of *City of Lakewood v. Willis*. In *Willis*, the ordinance prohibited begging at highway on/off ramps and at major intersections, and several other locations. Because freedom of speech is protected in public forums, and sidewalks are a traditional public forum, the court ruled that Lakewood's ordinance overreached in the number of public forums that were restricted. Even though courts agree that panhandling is speech, time, place, and manner restrictions can be imposed if enough alternative avenues of communication remain available.

Considering *Willis*, cities should review their regulations and enforcement practices. Asking for help or aid is protected speech and courts will closely scrutinize regulations that focus on certain types of speech (such as soliciting aid). Public safety laws (such as obstructing traffic) may present appropriate enforcement alternatives when fairly applied, since these laws do not regulate protected speech.

# Local governments' winter shelter programs

While local governments in Washington work to develop long-term solutions to homelessness, they must also respond to immediate threats to life and safety that arise when temperatures fall to freezing or below. Some communities have developed winter weather shelter programs to address this need.

Winter weather shelter programs can take many forms, but they often involve a partnership with a local faith-based or other nonprofit organizations for the use of private facilities. While it is possible for a city or county to use its own facilities for this purpose, the logistical challenges of overnight staffing, meal preparation, scheduling of multipurpose facilities, insurance, and other similar issues – can make this option complicated to implement without a nonprofit partner.

## Kent partners with local church

The City of Kent partners with a local church to operate a cold weather shelter during specific, cold-weather events.

Following a particularly cold winter in 2008-09, Kent community leaders and members of a local, faith-based organization developed a winter weather shelter program to provide temporary housing at a local church during severe, cold-weather events. Under the terms of the service agreement, the shelter can be activated by the city's Housing and Human Services Manager between the months of November and March when "temperatures

fall below 32 degrees for 24 or more consecutive hours and/ or snow accumulation exceeding or expected to exceed three inches in depth and/or other conditions deemed severe enough to present a substantial threat to life or health of homeless persons" occur.

The city announces shelter activation by emailing community organizations, including the police, fire, and parks departments, local schools, and others, and by posting signs and posters at various community locations. A YouTube video, produced by the Kent Housing and Human Services Department, describes how the shelter program works.

The program gives priority to families with children (unsheltered or in vehicles) but also provides space for single women and men. The shelter is open daily from 9 pm to 7 am while severe weather conditions exist.

Prior to the pandemic, shelter staffing was provided by church volunteers and Catholic Community Services. During the winter of 2022, the site operated with volunteers only, but the city hopes to contract with a provider for professional staffing moving forward. The volunteers prepare the facility, greet guests, conduct safety screenings, prepare meals, do laundry, and provide overnight supervision. To address security issues, the police department is notified when the shelter is activated and staff are instructed to call 911 if an

emergency situation occurs. The church group also provides some staff trained to assist people in crisis. The church carries insurance coverage based on the terms of the service contract with the city.

## Multi-jurisdiction model serves King County's Eastside

The cities of Bellevue, Redmond, Kirkland, Issaquah, and Sammamish collaborate to provide east King County with three "low barrier" (shelters with limited entry requirements are called "low-barrier") shelters:

- Catholic Community Services (for families);
- Sophia Way (for single women);
- Congregations for the Homeless (for single men); and
- Friends of Youth (young adults 18-24).

Cities contribute operating funds through a two-year human services funding cycle. In 2019, the shelters moved from seasonal to year-round operations. Congregations for the Homeless is located in a temporary facility while a new permanent location is under construction and expected to open in early 2023.

# A primer on safe parking programs

Safe parking areas offer a temporary off-street option for individuals and families who are experiencing homelessness and using a car or recreational vehicle (RV) as their primary residence. These lots provide people with a safe and stable place to park their vehicles where they access volunteers who can provide them with hot food and warm clothes, and on-site service providers who can link them to employment, housing, and medical services.

Communities across the state have implemented safe parking programs but many of these don't allow RVs. With a few modifications, however, these programs could be tailored to include RVs.

## Site hosts, managing agencies, and services

Safe parking areas are typically hosted on land owned by governmental entities, religious organizations, or nonprofits. Hosts or sponsors may also manage or operate the site, or partner with social service agencies.

In seeking a managing agency, hosts will want to consider the population served so that human and social services are tailored to guests' needs. The approach to services should be flexible enough to ensure a safe living environment and should consider the varied needs of all guests, from families with children to elders. Some programs have an operations plan that includes all the details related to site management, maintenance, and services.

## Zoning and site requirements

Some communities restrict safe parking areas to certain zoning districts and host types (e.g., religious organizations). Some also require public meetings and/or permit approval. One important note specific to religious organizations is that per state law — RCW 35.21.915, (non-code cities), RCW 35A.21.360 (code cities)— cities may not enact an ordinance or regulation, or take any other action, that imposes conditions other than those necessary to protect public health and safety and that do not substantially burden the decisions or actions of religious organizations in hosting shelters on property they own or control.

Site considerations include access to power and water, facilities for grey or blackwater disposal, and proximity to transit and services. If access to a building with heat and air conditioning during adverse weather conditions is not available, vouchers can be made available for motels or other ways for people to stay safe.



## Resources

Lake Washington UMC Safe Parking Program – 2020 Annual Report/Gratitude Report

Vancouver's Safe Parking Zone

## City authorized emergency mitigation sites

As many cities face increasing numbers of people experiencing unsheltered homelessness in their communities, several have begun to operate city-run 'mitigation sites' as a temporary response. These sites are sanctioned encampments and can include a variety of temporary shelter types—tents, micro shelters, or safe parking sites. The sites share a variety of common features, like amenities and social services, though their approaches differ across jurisdictions.

### Tacoma's stability site

In 2017 the City of Tacoma declared a state of emergency around homelessness and developed a plan to address it. One component of that plan was the creation of a stability site, which provides shelter and services to individuals who are chronically homeless or experiencing behavioral health issues. The physical structure is a large FEMA-style tent shaped like an aircraft hangar with smaller individual structures within that can provide beds for up to 100 individuals.

The site follows the low barrier to entry model (i.e. no requirement to be sober on entry) and provides emergency stabilization and triage through access to services such as food, showers, bathroom facilities, and laundry. Other services offered include social services, physical and mental health care, legal services, and transportation. The Tacoma model includes on-site staffing provided by Catholic Community Services.

The city has found that offering wrap-around services and this 24/7 shelter model provides greater opportunity to connect individuals to housing. Tacoma has continued to embrace this model in the establishment of their micro-shelter sites and other enhanced shelter models in the community. The Stability Site costs approximately \$2 million per year which includes the operator contract, equipment rental, and site maintenance.

### Olympia's mitigation site

The City of Olympia opened a mitigation in December of 2018. The city was facing upwards of 300 people sleeping outside every night in their downtown area. Many were in unsanctioned encampments, causing public health and safety concerns. The city declared a public health emergency in July 2018, which provided several elements of flexibility, including exemption from state environmental review.

The city developed a downtown mitigation site on a city-owned parking lot that includes 115 spots for individual tents, potable water, and portable toilets. Catholic Community Services provides oversight under contract. The city reports a \$50-\$70,000 startup cost and \$200,000 annual operating costs. The mitigation site has a code of conduct that includes requirements, such as no drug dealing.



Olympia's new micro shelters at the downtown mitigation site.

In early 2022, a collective community effort began delivering microhomes to the downtown mitigation site. At 10 feet by 10 feet, these microhomes provide the same number of sites as tents but increase safety and protection from the elements. Microhomes are smaller than the traditional tiny home, but they expand the number of tent alternatives provided by the city and represent the growing community effort to address homelessness. The project will result in 60 microhomes.

Despite their diminutive size, the microhomes offer substantial safety advantages including a locking door, insulated walls, floors, and roofs as well as a window. Additionally, their elevated installation and the steel mesh embedded in the floor help deter pests, and smoke and carbon monoxide detectors provide added safety.

This site is short term with the goal of helping people transition to supportive housing or more stable shelter options.

### **Bellingham's safe havens**

In the fall of 2018, the City of Bellingham began issuing temporary shelter permits as a response to a rise in homelessness counts both in the city and in Whatcom County. This is a Type II permit that allows encampments to occur on private or public properties with administrative approval. The permit covers four types of temporary shelters: building encampments, safe parking areas, tent encampments, and tiny home encampments.

**Winter Haven:** Issued in January 2019, this was the first permit for a temporary tent encampment in Bellingham. The encampment was in the parking lot of city hall and chosen because it was well served by transit and social services. There was little neighborhood opposition as the site was in a primarily civic area. The encampment was managed by HomesNow, a local nonprofit organization. The encampment consisted of 18 tents that housed between 18-20 residents at a time. On-site amenities included a kitchen, dining area, shower truck, garbage, recycling, toilets, storage, heaters, and a small RV unit for the on-site manager.

However, tents proved to be inadequate in harsh winter weather. Throughout the duration of the encampment, there was an observed decrease in criminal activity in the area. The encampment permit lasted until March 2019, and the City began looking for other encampment sites to continue service in the coming winter.

**Safe Haven:** In February 2019, the City of Bellingham issued a permit for a second temporary tent encampment. This encampment was in the parking lot of the Whatcom 911 dispatch center, located in a neighborhood. Also managed by HomesNow, the site had similar amenities and management to the Winter Haven encampment. Some neighborhood opposition occurred in the planning stages of this encampment, though no major complaints were filed throughout the duration of the encampment. Later, the permit was amended to include tiny homes at this site. The City took the lessons from Winter Haven that something more durable and comfortable is necessary during the winter.

### **Tips to consider for city-sanctioned mitigation sites**

1. Clearly define success to avoid unrealistic expectations, consider measurements beyond just people served and moved from shelter.
2. Be clear about what these camps are, and what they aren't. In most cases they are an emergency response to homelessness and safety issues at unauthorized encampments, not a solution to homelessness. When coupled with social services, they can serve as a bridge to helping people find jobs, housing, health services, etc.
3. Work with community groups and other service providers to maximize access to services.
4. Evaluate potential staffing models (e.g. volunteers, paid staff, etc.) at mitigation sites on costs and outcomes.

### **Resources**

[www.cityoftacoma.org](http://www.cityoftacoma.org)

[www.olympiawa.gov](http://www.olympiawa.gov)

<https://cob.org/services/housing/homeless/temporary-shelter>



# Transitions: From tents to temporary micro-shelters

As an alternative to tents, some cities are using “tiny houses” or other micro shelter options. Tiny homes are usually intended to be used as an interim step until permanent housing is found. These small structures are viewed as being a better option than tents, especially during the cold and wet winter months.

## Walla Walla’s sleeping center

During the winter of 2016, Walla Walla experienced challenges when tents collapsed under the heavy snow in unauthorized homeless camps around the city, which posed a significant safety risk for the occupants. In response, the city created a plan to help residents experiencing homelessness find safer emergency shelter. They partnered with the Walla Walla Alliance for the Homeless (Alliance), who constructed 31 insulated, weatherproof, lockable shelters called “Conestoga huts.” The Alliance has since constructed an additional 7 huts including one accessible unit with grant funding.

The city originally placed the Sleeping Center on city public works property, but the Center has now moved to an industrial area. Operating the Center costs \$200,000 annually and is managed by a community group, the Walla Walla Alliance for the Homeless, which provides sanitation and security services, and helps residents find permanent housing.

During the COVID-19 stay home orders, the Sleep Center transitioned to 24/7 operations by utilizing pandemic-related grant funds. The expanded operations and providing wrap around services on site have proven successful – 38 Sleep Center guests have been moved into stable housing.

## Olympia Plum and Quince Street Villages

The Plum Street Tiny House Village is a temporary site that provides stable, managed shelter for up to 40 people experiencing homelessness in Olympia. The City of Olympia is leasing the property to the Low Income Housing Institute (LIHI) and is providing funding for the operation of the site.

The village has 29 tiny houses for single adults and couples without children. The tiny houses are each 8’ x 12’, insulated, have electricity and heat, windows, and a lockable door. There is also a security house, a communal kitchen, meeting space, bathrooms, showers, laundry, a case management office, and 24/7 staff providing security and management. Residents



Walla Walla's Conestoga Huts.



are required to sign a code of conduct and will be expected to follow behavioral expectations, perform community chores, attend village meetings, adhere to quiet hours policy, and meet other requirements commonly expected of good neighbors.

As part of the program, LIHI case managers will connect residents with services to help them to stabilize and work toward self-sufficiency with the goal of placing them in permanent housing.

The Plum Street Village Community Advisory Committee (CAC) monitors the progress of the village and the residents who live within it and serves as a liaison between the community and the village. Members of the CAC include nearby neighborhood stakeholders, including community leaders, businesses, immediate neighbors, service providers, and others.

The City of Olympia will transition their downtown emergency housing mitigation site to a new facility known as Quince Street Village and will provide emergency housing to approximately 100 individuals. While the original mitigation site used tents as the primary source of shelter, the new facility will include a variety of tiny homes, micro homes, and shelter boxes. Hygiene, laundry, common and administrative areas will be provided at the new facility.

## Everett's Pallet Shelter Pilot Project

In 2021, the City of Everett opened a new Pallet shelter pilot project to provide bridge housing for individuals experiencing chronic homelessness. The city partnered with the Everett-based company, Pallet, and the Everett Gospel Mission to establish this shelter with the goal of providing a new option for individuals with barriers to other shelter formats, such as mental and behavioral challenges and substance use disorder.

*Everett Mayor Cassie Franklin wanted to think differently about how to solve this: "The only way you can get safe and recover from the traumas of life on the street is to get inside and get that little bit of stability."*

Pallet manufactures rapid response shelters are cost-effective, portable, easy to construct, and they offer safety and stability, heat/air conditioning, fold-up bunk beds, windows and safety features including a lockable door, carbon monoxide detector, fire extinguisher, and smoke detector. They can be installed in about 30 minutes.

With grant support from the Washington Department of Commerce, and Snohomish County Human Services, the city began developing the site and procured 21 Pallet shelters.

When the shelter opened in the summer of 2021, the units filled up within a week. "The cabins were first offered to people living on the street in the surrounding area. Many of them are couples who wouldn't be able to stay together at a congregate shelter, segregated by gender," said Sylvia Anderson, CEO of Everett Gospel Mission.

City officials are encouraged by the results. The city secured additional grant funds to expand the project by 20 shelters, which came online in May 2022.

### Resource

[www.wwallianceforthehomeless.com](http://www.wwallianceforthehomeless.com)

# Two models for turning hotels into housing

Organizations focused on sheltering people experiencing homelessness, including local governments, are recognizing the value in shifting away from traditional emergency shelters to more innovative housing solutions. Hotels provide several benefits that people do not receive in a traditional shelter setting. Individual rooms and private bathroom facilities allow for families to stay together and give residents more dignity in their living space. Although COVID-19 prompted an increase reliance on motels as a non-congregate shelter option in Washington, the motel model has been in used in California for decades.

## Benefits of the hotel model

In response to public health advice, King County began to replace or add space for existing congregate shelters by placing individuals experiencing homelessness into group hotels in April 2020. Researchers with the University of Washington (UW) studied the county's approach and found that not only did the hotels limit the spread of COVID-19, the primary goal of the program, it resulted in additional favorable outcomes for project participants.

During the period that the project participants were interviewed and studied, the UW researchers found that they were less likely to end their services and exit from the homeless response system. When they did exit, however, it was more likely that it was into permanent housing. These results were attributed to residential stability and increased feelings of safety among participants. Other beneficial outcomes participants in this program experienced included reduced interpersonal conflicts, as demonstrated by a decrease in 911 call volumes, and providing more time to think about future goals, such as securing permanent housing, applying for jobs, or obtaining additional education.

## Hotel model option: Acquisition

King County's Health Through Housing initiative has purchased ten hotel properties and aims to house 1,600 people by the end of 2022. In Clark County, the Vancouver Housing Authority recently partnered with the Clark County Community Services Department and City of Vancouver to buy a hotel that would serve as

a non-congregate living shelter, with the daily operations of the hotel to be provided by the Catholic Community Services, a nonprofit. When funding for the shelter runs out, the Vancouver Housing Authority plans to convert the facility into permanent affordable housing.

One of the clear challenges of outright purchasing a hotel or motel property for non-congregate living is the large initial capital investment. Many municipalities decide to lease properties or units for a fixed amount of time, but these approaches may prove to be more costly over the long run and restrict the flexibility of the housing option. For the Vancouver Housing Authority, the hotel that was acquired will still serve as permanently affordable housing even as funding for the shelter is depleted.

With recent federal and state grant programs, higher up-front costs may be easier to navigate, and interlocal cooperation may make operational considerations more manageable.

**Motel model option:  
Master leasing**

Established in 1998, San Francisco’s Master Leasing Program acquires sites, mainly single occupancy hotels, under long-term leases with building owners to provide housing for people who are homeless. The building owner retains responsibility only for large capital improvements after the lease is signed. The sites are managed by nonprofit organizations that provide property management and supportive services on site. Building owners often renovate residential and common areas prior to lease signing.

While many nonprofits have adopted similar master leasing programs, only a few cities throughout the country have.

San Francisco’s successful program signs long-term leases with owners to provide permanent supportive housing for adults experiencing homelessness. Its program is a Housing First model; that is, it provides housing immediately to the unhoused regardless of their mental health or substance abuse status. This approach is based on the idea that for people to achieve stability and recovery, they must first have a safe, stable home and access to the mental health, addiction treatment, and other services they need. Most agree that it is very difficult to address a mental health or chemical dependency issue while sleeping on the street. (See also *The Housing First model* on pg. 7)

The benefits of master leasing include the ability to bring units online rapidly, and the reliance on private capital for upfront renovation costs. In addition, the renovated buildings, combined with on-site services, stabilize properties that have often been problematic for the surrounding neighborhood.

**Resources**  
Commerce Shelter Grant Program



# Tiny house villages as permanent supportive housing

Tiny house villages offer a lower-cost way to provide safe housing, and the benefits of community living and peer support for people recovering from homelessness.

The term “tiny house” covers a wide range of structures and program models. Some are permanent structures with heat, plumbing, and other amenities that will last for many decades; others are less expensive, impermanent, and unheated and unplumbed. Village program models also vary.

## **Quixote Village: Olympia**

Located on a two-acre site in Olympia, Washington, Quixote Village consists of 30 cottages wrapped around a central open space, and a 2,640 square foot community building that includes a communal kitchen, dining and living room, showers, laundry facilities, and staff offices. The village provides permanent supportive housing for adults experiencing homelessness, including people suffering from mental illness, people with physical disabilities, and people recovering from addiction.

Financing for the program’s development was provided by:

- \$1.5 million in the state capital budget, which came through the state Department of Commerce’s Housing Trust Fund;
- \$699,000 from federal Community Development Block Grant funding that came through Thurston County and the City of Olympia;
- \$170,000 in Thurston County funding from document recording fees. Thurston County also leased the site (estimated at \$333,000) for \$1 a year for 41 years; and
- \$215,000 in community donations, including the Nisqually Tribe, the Chehalis Tribe, the Boeing Employees’ Fund, and individual donors.

The total cost of the village was just over \$3 million or about \$100,000 per unit. The village meets the state’s green building code and all local building codes.

The Village has three on-site, full-time staff: an executive director, a program manager, and a case manager/resident advocate. Mental health services are also offered on-site. There is also a Resident Council, which helps govern the village and coordinates community holiday parties, barbecues and other events.

## **Emerald Village: Eugene**

Emerald Village Eugene is an affordable tiny home community developed by SquareOne Villages. It builds upon the success of Opportunity Village Eugene, which is a transitional micro-housing community for otherwise homeless individuals and couples. This next iteration of the village model provides a permanent, accessible, and sustainable place to transition to.

Various teams of local architects and builders provided in-kind services to lead the design and construction of 14 of the 22 tiny homes at Emerald Village—allowing for the demonstration of



a variety of compact design and construction methods. SquareOne led the design and construction of the other eight homes using structural insulated panels (SIPs).

Each of the homes at Emerald Village are designed as permanent dwellings on a slab foundation—complete with sleeping and living areas, a kitchenette, and a bathroom—all in 160-288 square feet. The individual dwellings are supported by a Community Clubhouse that includes a flexible-use gathering area, community kitchen, laundry, restroom, and storage of common resources like tools and other appliances.

As a new and innovative approach to affordable housing, the capital costs have been funded by small grants, private donations, and lots of in-kind gifts from individuals, businesses, and institutions in the surrounding community. In fact, over 200 local business contributed to the project in some way. As a result of this outpouring of support, it cost around \$55,000 per unit to build Emerald Village, including the cost of land.

Unlike most affordable housing projects, residents of Emerald Village are not simply renters, they are members of a housing cooperative. They realize affordability through shared resources, self-management, and operating at-cost. A community agreement outlines a basic code of conduct that all residents must agree to abide by, and each resident is an active participant in helping to operate and maintain the village. Members make monthly payments of between \$200-\$300 to the cooperative to cover utilities, maintenance, long-term reserves, and all other operating costs. Each

member also pays a membership fee of \$50 per month—enabling them to create a modest asset that can be cashed out if, and when, they choose to leave. SquareOne retains ownership of property in trust to assure continued affordability to future members of the cooperative.

By combining the benefits of cooperative housing with safe, decent, and cost-effective tiny houses, Emerald Village offers an accessible and sustainable housing model that can be implemented in other communities.

## **Veterans Villages: Orting and Shelton**

The Orting Veterans Village is a permanent supportive tiny house village serving 35 previously homeless veterans living in Pierce County. Quixote Communities partnered with the Washington State Department of Veterans Affairs (WDVA) and the Puget Sound Veterans Hope Center. WDVA leased Quixote Communities five acres at the Washington Soldiers Home in Orting. Because of the pandemic, a phased in move in was necessary with doors opening in May 2021.

The Village cost approximately \$5 million to build—about \$135,000 per tiny home and was funded via:

- Washington State Housing Trust Fund – \$3,260,000
- Pierce County – \$480,000
- Federal Home Loan Bank – \$800,000
- Washington State Department of Commerce – \$549,575
- United Way – \$50,000
- Washington Department of Veterans Affairs land donation value – \$140,000

To operate, the Pierce County Housing Authority provides 25 project-based vouchers (like Section 8 vouchers) to supplement residents' rent to help with operating costs. The village also partners with Veteran's Affairs to provide 10 Veteran Affairs Supportive Housing (VASH) vouchers. A grant award from Pierce County and Commerce provides operating, maintenance, and program support funds. The village also engages in community and foundation fundraising.

As of publication, the Shelton Veterans Village was still in the design phase. The village was awarded \$3 million in the state capital budget which will cover all development and construction costs for 30 tiny homes and a community center. The Shelton Veterans Village will have a slightly different design than the other Quixote Communities villages. Instead of 30 separated tiny homes with a half bathroom, the village will have seven fourplexes and one duplex. Each living unit will have a full bathroom, including shower. This not only helps with cost but will also offer more personal mini-communities of support for each resident. The project also includes a 2,200 square foot community building with kitchen facilities, gathering space, office space, and laundry facilities.

### **Resources**

[www.quixotecommunities.org](http://www.quixotecommunities.org)

[www.squareonevillages.org](http://www.squareonevillages.org)

[www.tinyhousecommunity.com](http://www.tinyhousecommunity.com)



# How cities are using ARPA funds to address housing & homelessness

With more than a billion dollars in direct federal funds flowing into cities, city leaders are now tasked with finding the best way to invest these dollars in their communities. In the final rule for the American Rescue Plan Act's (ARPA) State and Local Fiscal Recovery Funds (SLFRF), the U.S. Department of the Treasury has granted cities broad latitude for using funds to provide rental and mortgage assistance, invest in affordable housing, support homelessness programs, as well as establish programs to provide home repair and weatherization services. Across Washington, city leaders are taking action to use ARPA funds in ways to benefit their most vulnerable residents. Here are some examples of those programs and projects:

## Port Angeles partners with Habitat to repair homes

The City of Port Angeles is in Clallam County on the north side of the Olympic Peninsula. Despite its remote location, the city has not been immune to the rapid housing price increases seen around the state. In April 2017, the median home price was around \$195,000. In February 2022, that price more than doubled to \$401,000. In 2021, the city had a record-setting number of single-family homes permitted with 53 permits granted; however, only 13 of those permitted homes were valued at \$200,000 or less.

The city of just over 20,000 residents received \$5.6 million in ARPA funding. With an aging population intending to stay in Port Angeles but with limited affordable options, city leaders decided to use the federal funding opportunity to give elder residents the ability to age-in-place. To support this program, the city partnered with their local Habitat for Humanity to provide \$100,000 to repair and improve local housing stock to meet the needs of aging, low- and median-income individuals. Several preservation projects are available to eligible residents, including accessibility upgrades, siding repair, window and door repair or replacement, and general clean-up.



Photo credit: hfhmco.org



## **Cities in Pierce County create joint investment in an enhanced homeless shelter**

The cities of Tacoma and Lakewood (in partnership with Pierce County) invested \$8.8 million to enable the Low Income Housing Institute (LIHI) to purchase a 94-room hotel located in Tacoma. Five million of the purchase price came from ARPA funding. Once retrofitted, the hotel, renamed to Aspen Court, will provide an enhanced shelter for up to 120 individuals, including couples and people with pets.

Individuals are provided access to case managers and social service agencies, who help them access housing and other services. Individuals will be eligible to stay at the site for between three and six months. LIHI will provide 24-hour staffing. The City of Tacoma and the City of Lakewood have committed to providing two years of operating and services funding.

Individuals will be referred to the site by Tacoma's Homeless Engagement Alternatives Liaisons, local service agencies, and the City of Lakewood. On-site case managers will help residents with housing and employment applications, as well as assist residents with obtaining critical identification documents.

After two years, the hotel will shift from being an enhanced shelter to providing permanent supportive housing.

## **Pasco provides utility assistance to residents in need**

The pandemic impacted individuals and families in several fundamental ways, including their ability to pay for essential household utilities. While a statewide utility cutoff moratorium was in place, many residents accrued unpaid utility balances due to losing their job or having their work hours significantly reduced. Using ARPA funds, the City of Pasco established a \$1.2 million utility assistance program for residents to pay off their past due account balance or to receive credit towards future bills.

Drawing on previous experience running a similar program under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, city leaders and staff increased their promotion of the program and streamlined the application process. The program has benefited hundreds of residents as well as helped the city utility financially recover from the pandemic.

## **Kenmore looks to build affordable housing in its downtown**

Located just north of Seattle at the top of Lake Washington, the City of Kenmore is a thriving suburban bedroom community of nearly 25,000. With the ever-climbing price of housing in King County, the Kenmore City Council has made affordable housing the city's number one priority.

The city, in partnership with A Regional Coalition for Housing (ARCH) and Enterprise Community Partners, is offering a downtown 22,222 square foot city-owned property for an affordable housing development. Kenmore plans to invest \$3.2 million of its \$6.4 million ARPA allocation towards the project. ARCH is providing \$3 million in ARCH Trust Fund dollars to these efforts, and the city is donating land valued at \$1.89 million. The city recently closed an RFP for this new affordable housing development and is in the process of evaluating the strong proposals it received.

The city intends that all the units in this new mixed-use development will be affordable, with a goal that at least 10% of the units be set aside for those at or below 30% AMI. The project is also proposed to include ground floor space that benefits the community. The project may break ground as early as 2023 and will be completed by the end of 2026.

### **Resources**

U.S. Department of the Treasury: ARPA SLFRF

## Affordable housing

# How cities are using the sales tax revenue sharing proceeds to make local investments in housing

In the 2019 legislative session, the state approved a local revenue sharing program for local governments that provides up to 0.0146% of local sales and use tax credited against the state sales tax for housing investments, available in increments of 0.0073%, depending on the imposition of other local taxes and whether a city's county also takes advantage.

If the city decided to access it and met the 2020 deadlines, the tax credit is in place for up to 20 years.

### Annual maximum distribution cap

The law set a cap on the maximum sales tax revenues to be credited to local government within any state fiscal year (July 1 to June 30). The cap was calculated based upon the jurisdiction's taxable retail sales during the state's 2019 fiscal year (July 1, 2018 — June 30, 2019). Just like the state shared revenue cycle, distributions start July 1, and the state will cease distribution until the beginning of the next fiscal cycle if at any time during the fiscal period your distributions meet the cap.

### Eligible uses of the funds

1. Projects must serve people at or below 60% of the median income of the county or city imposing the tax.
2. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing

services. In addition to investing in traditional subsidized housing projects, this authority could potentially be used to provide for land acquisition, down payment assistance, and home repair so long as recipients meet the income guidelines.

3. Funding the operations and maintenance costs of new units of affordable or supportive housing.
4. For cities with a population at or under 100,000, the funds can also be used for rental assistance to tenants.
5. The legislation provides authority and encouragement to partner and work regionally including through interlocal agreements.
6. Cities can also issue bonds to finance the authorized projects (see related article on pg. 34).

### How cities are using the funds

The first distributions of the Affordable and Supportive Housing Sales Tax occurred in FY 2020, and totaled \$9.5 million. Most jurisdictions had not begun spending the revenue yet and none reported committing funds

to capital projects that year. However, eight jurisdictions used the revenue for rent assistance programs – Bainbridge Island, Ellensburg, Enumclaw, Port Angeles, San Juan County, Shoreline, Tukwila, and Whatcom County. Thirty jurisdictions were working toward the formation of interlocal agreements for pooling and joint distribution of revenue. These jurisdictions are all located in the Puget Sound area: North King County, South King County and Thurston County.

Based on Commerce's 2021 annual report, 121 jurisdictions (35 counties and 86 cities) received Affordable and Supportive Housing Sales Tax distributions from the Department of Revenue, for a statewide total of more than \$25 million. Most jurisdictions have not begun spending their sales tax credit revenue. Eight jurisdictions reported using the revenue for rent assistance programs. Three jurisdictions reported spending on capital projects. Five jurisdictions used the revenue to support operations and maintenance costs for new affordable housing units.

### Resources

RCW 84.14.540

Chapter 365-240 WAC

Department of Revenue implementation guidance

Affordable and Supportive Housing Sales and Use Tax - Washington State Department of Commerce

# Finding missing middle housing

Housing affordability is one of the greatest challenges facing many communities in the western U.S. Rising demand outpaces the supply of additional housing units, driving prices steeply upward.

While single-family homes and multi-story apartments remain popular types of housing, there is an opportunity for additional housing types that may be underutilized. Outdated city ordinances and lack of private market interest can hinder the types of housing that are “in the middle,” housing that, in size and character, is somewhere between single-family homes and multi-story apartments. These include small-scale, multi-unit housing such as duplexes, triplexes, townhouses, backyard cottages (aka, accessory dwelling units (ADUs)), and courtyard-style apartments. Allowing and encouraging these ‘missing middle’ housing types can provide more affordable living options, particularly for the growing number of one- and two-person households in our communities—and provide it in a way that is compatible with existing neighborhoods. This approach can also contribute to other community goals, such as accommodating future population increases, providing more housing options, increasing walkability, and supporting neighborhood businesses.

Many Washington cities have been examining zoning changes to permit middle housing in more neighborhoods. Recognizing Washington’s housing affordability crisis, the Washington State Legislature took action to promote middle housing, including passing **HB 1923** in 2019 and **HB 2343** in 2020, both largely codified in RCW 36.70A.600. These new laws encourage cities to increase residential building capacity through a variety of specific options. The Legislature also made funding available to support affordable housing efforts and, importantly, made these efforts exempt from legal appeals under the Growth Management Act (GMA) and the State Environmental Policy Act (SEPA).

Below is a description of the City of Olympia’s work to expand where it allows middle housing. While the process generated significant local controversy initially, the new laws in RCW 36.70A.600 provided a clear path to eventually allow for a mix of housing types throughout most of the city. This action addresses multiple policy goals, including increased housing units at more affordable levels; greater equity for residents to locate in all neighborhoods; maximizing existing infrastructure; and reducing vehicle miles traveled and greenhouse gas emissions.

## Olympia’s experience

Olympia’s process began in late 2016 when the Olympia City Council established a 16-member citizen workgroup to review its zoning code and development fees to identify ways to better enable missing middle housing throughout the city. The workgroup included a broad range of interests and expertise, and group members brought a thorough knowledge of the local housing market and the community’s neighborhoods.

The workgroup held eight monthly meetings, all of which were open to the public. They identified and discussed dozens of issues, focusing especially on 14 major issues for which they directed city staff to prepare more detailed issue papers. These included requirements for off-street parking, limits on height and setbacks, water and sewer hookup costs, impact fees, and maximum housing density. They also received input through an open comment portal on the city’s website and at several public open houses. At its final meeting, the workgroup reviewed specific recommendations from city staff based on the group’s discussions. The recommendations were to permit a greater variety of housing types in Olympia’s low-density residential zoning districts and to reduce development regulations and fees to more easily allow smaller housing units to be constructed.

Although it had strong policy support in the Olympia Comprehensive Plan, the idea of allowing multi-unit residential buildings in neighborhoods historically dominated by single-family homes ultimately caused heated public debate. Organized citizen groups formed on opposite sides of the debate, each conducting intensive public outreach campaigns.

Following nine months of public debate and lengthy discussion by the Olympia Planning Commission, in late 2018, the Olympia City Council unanimously adopted significant changes to allow middle housing in most of the city's low-density zoning districts.

While a greater *variety* of permitted housing types was proposed, the allowed *density* of the zoning districts was not increased. Also, minimum lot size now increases with the number of units proposed.

The council felt Olympia's existing development standards adequately addressed several issues with no changes. These included design review standards for infill development, low impact development stormwater measures, regulations of environmentally sensitive areas, and open space and tree protection standards.

Unfortunately, the newly adopted middle housing ordinance was immediately appealed in 2019, and has been mired in the legal process for nearly three years. In the meantime, the Olympia City Council

chose to revisit the topic of middle housing after the Legislature's adoption of new approaches in RCW 36.70A.600 and the city's selection for grant funding from the Department of Commerce. Olympia chose to pursue three of the specific actions listed in the statute to increase residential building capacity by focusing on ADUs; duplexes on corner lots; and duplexes, triplexes, and courtyard apartments in more zoning districts.

Similar to other Washington cities, Olympia found that building on the momentum of other broad community discussions about housing affordability led to a greater understanding of the need for more housing opportunities within existing neighborhoods. Adoption under the new state legislation was also very important as it removed the possibility of legal appeals. As a result, the Olympia City Council unanimously passed a second middle housing ordinance on December 15, 2020. With this action there are now fewer restrictions for new ADUs across the city; duplexes are allowed in all residential zones; triplexes and fourplexes are allowed in most residential zones; and sixplexes and courtyard apartments are allowed in one of the city's two low-density zones.

## **Lessons learned on best practices**

Olympia's experience provides several lessons that may be helpful to other cities considering changes to increase missing middle housing.

### **Lesson #1: Ensure supportive policies in the comprehensive plan**

Olympia completed a major rewrite of its comprehensive plan in late 2014, a process that included substantial public outreach and involved thousands of individuals.

The new plan recognized the need to accommodate 20,000 new residents by 2035. To do so, it designated three high-density neighborhoods near its commercial centers to accommodate approximately 75% of that growth. But the plan also called for increasing housing opportunities within low-density neighborhoods, areas that make up over 70% of the city's territory. Plan policies called for:

- A variety of compatible housing types;
- Removing unnecessary regulatory barriers to housing;
- Addressing neighborhood character;
- Blending multifamily housing into neighborhoods; and
- Providing housing variety for all income levels.

This policy framework provided the impetus for a public process to flesh out the details for carrying out these policies.

**Lesson #2: Get expert analysis and opinions to identify an appropriate approach for your community**

The Olympia City Council chartered a citizen's workgroup to identify barriers in city fees and codes impacting the construction of multi-unit housing in its residential zones, as well as potential solutions. The workgroup consisted of 16 community members with expertise in a broad range of fields including construction, real estate, finance, property management, and neighborhood organizing, as well as city-based renters. Overall, the members brought a thorough knowledge of the local housing market and the community's neighborhoods.

Through discussions and research, as well as public input from two community open houses, the workgroup identified 14 major issues needing deeper analysis. The city also contracted with Thurston Regional Planning Council to analyze the proposal's potential effects on future housing capacity.

At its final meeting, the workgroup reviewed specific recommendations made by city staff in response to the 14 challenging issues the group had identified. This process ensured that the recommendations were based on detailed discussion and analysis that reflected a broad set of perspectives and voices.

**Lesson #3: Revisions to zoning provisions should vary according to location and existing development**

Missing middle housing provides varying housing types, offers affordability options, and helps accommodate predicted population growth. However, determining which zoning provisions to revise should vary according to location and historic type of development.

The workgroup's analysis was very clear—future population growth in Olympia would continue and increasingly consist of smaller households that are more constrained in their ability to afford and purchase single-family houses. Providing for this future population requires significantly greater variety in housing types and levels of affordability than currently exists. Understanding the existing visual and social context is critical to determining what additional types of housing could be developed over time that are compatible with existing development. Take note of the following considerations:

- Allowing a greater variety of middle housing types near transit may allow opportunities to decrease off-street parking requirements, thus lowering the cost of construction.
- Older neighborhoods may already be experiencing internal conversions of houses into multiple units. Adopting appropriate design standards may encourage this to continue in a way that remains compatible with the established neighborhood aesthetics.

- Recently developed subdivisions that have smaller lots may make it more difficult to locate three or more additional units on them. In these neighborhoods, it may be more appropriate to limit missing middle housing to ADUs, duplexes, or 2-unit townhouses.

**Lesson #4: Focus on broad public policy issues and introduce details in bite-sized to improve public discussion**

In Olympia's initial process, detailed recommendations were reviewed by the workgroup and unveiled to Olympia citizens all at once in a draft summary document. Graphics and illustrations explained how the proposed changes would apply to duplexes, triplexes, fourplexes, courtyard apartments, cottage developments, and other housing types on lots of various sizes.

However, citizens not familiar with zoning regulations found the complex set of recommendations difficult to comprehend. As a result, the proposal was quickly sloganized by opposing citizen groups, both for and against the overall idea of adding housing units in existing neighborhoods. Once public discussion was effectively reduced to an "all or nothing" debate, it became nearly impossible to regain focus on key public policy details. Detailed points of discussion by the knowledgeable workgroup early in the process never really entered the larger public discussion once social media campaigns began to take hold.



In contrast, other cities began with a broader public discussion of an issue important to everyone in their communities: housing affordability. More detailed proposals were generated out of that broader discussion. In addition, understanding of complex recommendations are improved if individual issues are introduced separately rather than all at once. Olympia's workgroup laid the foundation by identifying these major issues and then discussing each one during its research efforts, often finding several potential alternative solutions to the challenges. Had this information been provided to the public on an issue-by-issue basis, this could have been helpful for the broader public discussion and would have provided greater context to each issue.

**Lesson #5: State legislation, especially protection from legal appeals, can provide significant support for local policies**

The uncertainty about potential legal appeals presents a significant risk for many cities when addressing difficult policy issues. Important factors that contributed to Olympia's ability to expand its housing options are:

- New support was included in the GMA to do this work, and
- "Safe Harbor" language precluded appeals under SEPA and the GMA to the Growth Management Hearings Board.

Clear legislative support changed the primary question for public discussion in Olympia from whether to increase middle housing options to how to do so. This was a very important distinction that allowed Olympia's second middle housing effort to focus on provisions that would have the most impact in Olympia's housing market.

*Special thanks to Leonard Bauer, City of Olympia, for contributing the content for this article.*

**Resources**

[www.olympiawa.gov/missingmiddle](http://www.olympiawa.gov/missingmiddle)







Affordable housing

# New state law extends incentives for increased residential building capacity & density

In 2019, the Legislature created a grant program (**HB 1923**) to help address the housing affordability crisis throughout the state. Lawmakers sought to encourage cities to select from a detailed list of land use planning activities and prioritize the creation of affordable, inclusive neighborhoods, especially in areas with frequent transit service and infrastructure that supports added residential capacity. **HB 1923** provided temporary incentives—financial support and appeal protection—for jurisdictions over 20,000 in population that adopted two or more identified policies to increase residential building capacity. In addition to planning grants to incentive city action, the adopted policies were not subject to appeal under the State Environmental Policy Act (SEPA) or the Growth Management Act (GMA).

These appeal protection incentives were to expire April 1, 2023 because the Legislature’s goal was to spur early action on the housing crisis. With the passage of **SB 5818** in 2022, the Legislature repealed the deadline for SEPA appeal protection, making the incentive permanent. However, the bill did not amend the GMA appeals safe harbor deadline of April 1, 2023.

Where the policies below make sense, cities should take advantage of this unique opportunity. The appeal protection provides some assurance that after your city goes through the normal robust public process and arrives at a conclusion with potentially difficult votes, you will know that your city is safe from legal appeal.

## Eligible activities

### Four options for allowing greater density:

1. Increasing residential density in one or more areas near commuter or light rail stations to 50 dwelling units per acre, within an area of at least 500 acres in size that has at least one train station.\*
2. For cities greater than 40,000 population: authorizing 25 dwelling units per acre within an area of at least 500 acres that includes at least one bus stop served by bus service at least four times per hour for twelve or more hours.\*
3. For cities less than 40,000 population: authorizing 25 dwelling units per acre within an area of at least 250 acres that includes at least one bus stop served by bus service at least four times per hour for 12 or more hours.\*

4. Authorize a minimum net density of six dwelling units per acre in all residential zones (this action must result in an increase in capacity to be eligible).

### Two methods for promoting specific types of missing middle housing (non-ADU):

1. Authorize at least one duplex, triplex, or courtyard apartment on all parcels in one or more zoning district that allows single family residences unless the city documents a specific infrastructure or physical constraint that would make this unfeasible for a specific parcel.
2. Authorize a duplex on every corner lot within all zoning districts that allow single-family residences.

### A very specific set of Accessory Dwelling Unit (ADU) policies:

- Authorize attached ADUs on all parcels with single-family homes where the lot is at least 3,200 sq. ft; and
- Allow attached and detached ADUs on all parcels containing single-family homes where the lot is at least 4,356 sq. ft; and
- Ordinances must not require on-site parking, owner occupancy requirements, or square footage limitations below 1,000 sq. ft for the ADU; and

*\*In all three of these options, a city cannot require more than an average of one on-site parking space per two bedrooms in the portions of multifamily zones that lie within this area.*

- Must not prohibit the separate rental or sale of ADU and primary home; and
- Impact fees cannot be more than the projected impact of the unit.

Other than these factors, ADUs may be subject to such regulations, conditions, procedures and limitations as determined by the city.

**Six permit or development streamlining related actions:**

1. Authorize cluster zoning or lot size averaging in all zoning districts that allow single family residences.
2. Adopt a 'transit oriented' subarea plan under RCW 43.21C.420. Preexisting authority that provides SEPA appeal protections to qualifying projects near transit stations.

3. Adopt a planned action in an area containing residential or mixed-use development that is within one half mile of a transit stop or a proposed transit stop that will be built within five years. No environmental impact statement is required.

4. Adopt increases in SEPA categorical exemptions for residential or mixed-use development using the SEPA "infill" authority in RCW 43.21C.229. This authority allows a city to increase categorical exemptions to a virtually unlimited degree where current density and intensity of use is lower than called for in the comprehensive plan. There are several requirements to use this tool, but it is very powerful.

5. Adopt a form-based code or a code based on physical form rather than separation of uses.

6. Adopt the maximum authorized level for the division or redivision of land through the short subdivision process.

Depending on level of interest and available funds, grant support may also be provided to smaller cities. Check with the Department of Commerce.



# Using affordable housing zoning to minimize displacement

One action step that is often taken to increase the housing supply is to change local zoning, or to 'upzone,' to allow for a greater amount of housing in the same amount of space. One unintended consequence of such upzoning, however, is the potential for an increased risk of gentrification and displacement. A relatively new zoning tool is being used that could potentially address this risk: affordable housing overlay zones.

## What is gentrification and displacement?

The Puget Sound Regional Council (PSRC) offers the following definitions in its Vision 2050 Draft:

- **Gentrification:** The influx of capital and higher-income, and oftentimes more highly educated residents, into lower income neighborhoods.
- **Displacement:** The involuntary relocation of current residents or businesses from their current residence. This is a different phenomenon than when property owners voluntarily sell their interests to capture an increase in value. Physical displacement is the result of eviction, acquisition, rehabilitation, or demolition of property, or the expiration of covenants on rent- or income-restricted housing. Economic

displacement occurs when residents and businesses can no longer afford escalating rents or property taxes. Cultural displacement occurs when people choose to move because their neighbors and culturally related businesses have left the area.

Broad rezoning efforts often result in gentrification and displacement for the most marginalized families and individuals. One common assumption is that increased housing supply will result in lower housing prices. While this supposition is broadly true, especially on a macro scale, it does not always result in an increased amount of housing that is affordable to low and low-moderate income households (such as those at 50-80% and 80-100% AMI levels), especially in hot real estate markets where demand greatly exceeds supply. How to address those unintended consequences is a complicated issue for any local government to tackle.

## A new approach: Affordable housing overlay zones

Creating affordable housing overlay zones (AHOZ) is a relatively new approach being considered by several communities throughout the U.S. to address the issue of gentrification and displacement that can result from upzoning. This type of overlay zone would be added to a local government's zoning map and zoning/development codes, which would provide substantial density bonuses (beyond traditional density bonuses) and other development incentives for housing projects with high percentages of below-market-rate housing units. While it appears that this specific AHOZ tool has not yet been used in Washington State, it has been adopted and incorporated into local zoning codes in other parts of the U.S.

How does an overlay zone system actually work? In essence, an overlay zone 'floats over' existing, designated zone(s) on the zoning map and affixes to a specific parcel only if a developer met certain conditions. For example, a sample city's AHOZ program might look like this: Single-family zoning standards would apply to all parcels within a designated 'single-family zone' and would only allow single-family residences to be built at a set intensity level, unless a developer proposed a 100% affordable housing project on a specific development site. If that proposal met the program requirements, then the AHOZ would be triggered and 'overlaid' onto that piece of property, which would allow the increased density and height limits, as well as expedited development review.

### **Benefits of an AHOZ**

Affordable housing development is challenging and difficult, due in part to:

1. High land costs;
2. Competition from market-rate developers who can usually afford to pay more than nonprofit and public affordable housing developers; and
3. Discretionary review (such as those triggered by a 'conditional use' designation), which can add significant cost, unpredictable delays, and risk for any housing developers

AHOZ density bonuses allows more units per acre to be built, which reduces the per unit cost. Because the density bonus will likely only be used by nonprofit and public

housing developers, the market price of land will presumably be based on how the land could be developed without the density bonus, which should make it easier for those types of developers to acquire land for their housing projects. Treating AHOZ projects as 'by right' permitted uses in a zoning code will reduce the extra time and expense needed when an applicant is required to go through a discretionary development review process, such as those typically required for conditional uses.

### **Resources**

UC-Berkeley, Turner Center for Housing Innovation Case Study: Affordable Housing Overlay Zones: Oakley, April 2019



# Addressing the impact of short-term rentals on affordable housing

Short-term rentals (STRs) have been in existence for several decades but widespread use of them exploded with the advent of online platforms such as Airbnb and VRBO. The STR market took a major hit during the early days of the COVID-19 pandemic, but its popularity has been rising now that more people are traveling again.

This accommodation option has recently been facing increased local government scrutiny, however, as more becomes known about the impact that STRs have on the supply of affordable housing.

## Effect on the local affordable housing supply

While not the primary cause of affordable housing problems, many experts believe that STRs do have a negative impact on affordable housing at the local level, especially in high-tourism communities. Several organizations and publications, such as Pew Charitable Trusts and Harvard Business Review (HBR), have conducted research showing that as the number of short-term rentals increase in a community, the quantity of affordable housing units decrease.

The authors of a 2019 HBR article focusing on the effects of Airbnb observed that, "because of Airbnb, absentee landlords are moving their properties out of the long-term rental and for-sale markets and into the short-term rental market." The authors noted that as absentee landlords reduce the housing

supply, it increases the housing cost for local renters:

(I)n aggregate, the growth in home-sharing through Airbnb contributes to about one-fifth [or 20%] of the average annual increase in U.S. rents and about one-seventh [or 14%] of the average annual increase in U.S. housing prices.

But what about non-absentee property owners using online platforms like Airbnb to rent out their properties? The HBR researchers found that "owner-occupiers" who rent out their spare rooms or even an entire house (when they are away for a set period of time) to short-term visitors using a virtual house-sharing platform do not impact the long-term rental market.

## Local regulations that address affordable housing concerns

Affordable housing impacts caused by the conversion of long-term housing to short-term rental use are such a concern that it is becoming a major rationale for regulating STRs. Several Washington cities have adopted plans and STR regulations that explicitly identify the impact on affordable housing as a major policy rationale. One example of local regulation is Chelan County. In addition to having a clear affordable housing policy statement, Chelan County has recently updated its STR regulations to provide more flexibility for owner-occupied units. These are categorized as "Tier 1" rentals and must meet one of the following characteristics:

1. Is a room in a dwelling in which the owner is personally present during the rental period;
2. Is a unit located on the same parcel as the owner's principal residence and the owner is personally present during the rental period, or;
3. Is the entire dwelling, which is rented for no more than 15 total days in a calendar year provided that an on-site qualified person is there during the owner's absence.

STRs that don't meet one of these three Tier 1 criteria are categorized as Tier 2 or Tier 3 and are more strictly regulated by the county, in large part due to affordable housing concerns. In fact, the Chelan County code requires that new short-term rentals deemed to be Tier 2 and/or Tier 3 "cannot be located in specified areas where short-term rentals make up more than the maximum share of the total housing stock in [those specifically identified] residential zoning districts..." For most of the specified areas in Chelan County, the maximum share is 6%, with two exceptions being the Manson urban growth area (UGA) at 9% and the Peshastin UGA at 0%.

There may be many reasons behind a local government's decision to regulate or not regulate the local STR market. For those communities wrestling with a tight housing supply and a strong tourist/visitor market, however, affordable housing is another significant policy factor to weigh when a local government is considering how strictly to regulate short-term rentals.



# Multifamily housing bonds

As cities and counties grapple with mounting housing insecurity, they are increasingly considering issuing bonds to support the production of rental housing that is affordable to working families. Housing is infrastructure and can be an eligible purpose for public borrowing, using both tax-exempt and taxable bonds.

## Types of bonds

Raising funds through borrowing at tax-exempt interest rates is a long-standing practice utilized by state and local governments for all types of infrastructure projects. Governmental entities can issue three types of tax-exempt bonds to finance affordable housing:

- Governmental bonds
- “Volume cap bonds”<sup>1</sup>
- Qualified 501(c)(3) bonds

Local governments regularly issue governmental bonds for core governmental purposes, such as schools, libraries, roads, fire trucks, and administrative buildings. As housing pressures mount, governments are increasingly treating housing as a core governmental function. Projects that qualify for governmental bonds generally must be owned

and operated by a governmental entity (such as the county, city, public development authority, or housing authority) and have traditionally served residents at or below 80% of area median income.

## The role of partnerships

Although cities and counties are permitted to issue bonds for housing, most have delegated this responsibility to local housing authorities. The 37 city and county housing authorities in the state can issue both governmental and private activity bonds (as defined below). Many are frequent issuers of housing bonds, and own and operate affordable rental housing for their establishing jurisdictions. This partnership between local housing authorities and their establishing city or county can free local governments from the business of running housing projects, which requires special expertise and attention.

Alternatively, a government can issue bonds and loan the proceeds to another entity that is responsible for developing the housing. In such cases, the type of bond issued will depend on who owns and operates the housing. If a 501(c)(3) nonprofit entity is the owner and operator, the bonds could be qualified

501(c)(3) bonds. If the owner and operator is a for-profit entity—or if it is a nonprofit entity or housing authority that has partnered with a for-profit entity—the bonds issued would be volume cap bonds. The latter category of bonds, and indeed 501(c)(3) bonds, are considered “private activity bonds” because the owner and operator is not a governmental entity.

Local housing authorities, certain public development authorities,<sup>2</sup> and the Washington State Housing Finance Commission (HFC) are frequent issuers of private activity bonds for housing. HFC is the designated statewide issuer of “conduit” private activity bonds for housing, both volume cap and qualified 501(c)(3) bonds. HFC issues bonds, and loans the proceeds to private developers (both for-profit and nonprofit) to buy or build housing throughout the state.

## Project requirements

When issuing governmental bonds for housing, local housing authorities are required by state statutes to set aside at least half of the project (by units or square footage, whichever is larger) for low-income residents. “Low-income residents” has historically been

<sup>1</sup>Also referred to as “qualified residential rental bonds” or “142(d) bonds” because of the governing section of the Internal Revenue Code for this type of bond. The federal government imposes a per capita limit (currently \$105 per person) on the amount of certain types of private activity bonds that can be issued within each state each year. In 2019, Washington State’s total private activity bond volume cap allocation was \$791,237,055. The state, through the Department of Commerce, further allocates the private activity bond volume cap among exempt facilities, housing, small issue, and student loan categories—with housing traditionally receiving the largest share of the annual allocation. Ch. 39.86 RCW, WAC 365-135.

<sup>2</sup>Community Roots Housing and the Seattle Chinatown International District Preservation and Development Authority are both issuers of housing bonds.



interpreted to mean residents with incomes at or below 80% of area median income.<sup>3</sup> The other half of the project may be rented to tenants paying market rents. When housing authorities, public development authorities, or the HFC issue volume cap bonds, federal tax law requires that the projects reserve 20% of the units for residents earning no more than 50% of area median income or 40% of the units for residents earning no more than 60% of area median income. In most cases, because volume cap bonds trigger the project's eligibility for federal low-income housing tax credits (LIHTC),<sup>4</sup> in order to maximize the LIHTC investment most of these housing projects will be 100% low income, at 60% of area median income.

### **Paying back the bonds**

The debt service on private activity bonds issued by housing authorities and the HFC is usually paid from rents generated at the projects. From time to time, local housing authorities will pledge other unrestricted funds to pay debt service. Because the cost of developing housing is high, the project rents are usually insufficient to repay traditional forms of debt needed to make a

housing project affordable to lower income residents. Many affordable projects have multiple funding sources—including bonds, LIHTC investment, and state Housing Trust Fund loans—which reduce the cost of borrowing. However, even with these multiple sources, a gap between the funding available and the costs of development often remains. By providing an additional source of funding to a project, local governments can help “plug the gap” to ensure the affordable housing development can be built.

### **A new tool for debt service**

The new sales tax credit provided by **HB 1406**<sup>5</sup> in 2019, as updated in 2020 by **HB 1590**,<sup>6</sup> has sparked interest among local governments in issuing bonds backed by the sales tax revenues. Building upon existing partnerships, cities and counties can assist their local housing authorities, private developers, and nonprofit organizations with plugging the gap when they buy and build affordable housing by issuing governmental bonds. The bonds issued would likely be taxable to provide for maximum flexibility.<sup>7</sup>

The bond proceeds can be used to establish a local “trust fund” which could lend money to affordable housing developers to build or operate select projects. The new revenues provided by the tax credit could then be used annually to pay debt service on the bonds. Jurisdictions could establish either a single jurisdiction trust fund or a pooled trust fund to which other jurisdictions could contribute either bond proceeds or sales tax revenues to pay debt service on a pooled bond issue. In addition to the state Housing Trust Fund, which is funded with state-issued bonds and managed by the Department of Commerce, trust fund models exist in many jurisdictions. For instance, the cities of Seattle, Vancouver, and Bellingham housing trust funds are funded from housing levies; Spokane's trust fund is funded from document recording fees.

The state and local trust funds play an important role in ensuring the success of affordable housing projects.

*Special thanks to Faith Li Pettis at Pacifica Law Group for submitting this article.*

<sup>3</sup>See for example, RCW 84.14.010(8) and RCW 84.52.105.

<sup>4</sup>The federal LIHTC program is an incentive program, as opposed to a subsidy program, that provides a dollar for dollar tax credit to investors in affordable housing projects. It's one of the most successful affordable housing production programs in U.S. history, having created about 2,000,000 units of housing since inception. The equity provided to a project from tax credit investors is a significant source of funding for many affordable housing developments and is triggered by the issuance of volume cap bonds. Because of the importance of the LIHTC as a capital source for financing housing, qualified 501(c)(3) bonds for housing are infrequently issued – they do not bring with them the LIHTC.

<sup>5</sup>**SHB 1406**, Chapter 338, Laws of 2019. Note that **HB 1406** does not establish a new tax, but provides a credit against the state sales tax collected in a jurisdiction. It is not an additional tax to consumers.

<sup>6</sup>**HB 1590**, Chapter 222, Laws of 2020, allowing the sales tax established by **HB 1406** to be imposed by councilmanic authority.

<sup>7</sup>Use of tax-exempt governmental bonds may preclude LIHTC investment or private ownership and development of the project.

# Land Acquisition Program

The Washington State Housing Finance Commission's Land Acquisition Program (LAP) offers low-interest loans to help nonprofit and public organizations buy land for the eventual development of affordable housing. In acquiring land under LAP, cities and their housing partners can respond quickly to secure development sites as the properties become available on the market, and not have to wait until all the financing is assembled for construction costs.

## Original program

- Eligible borrowers: nonprofit housing assistance organizations, local governments, housing authorities, and tribal authorities
- Secured site must be developed within eight years of financing
- Housing can be either multifamily or single-family units
- Housing must target populations at or below 80% of area median income
- Rental housing must remain affordable for at least 30 years

## Expanded program

The Expanded Land Acquisition Program (ELAP) is a partnership between the Housing Finance Commission and Microsoft Corporation that enables developers to purchase land and improved real property in east King County and develop it later for affordable rental housing or single-family homes.

Created in 2020, ELAP is a revolving loan program administered by the Commission using capital provided by Microsoft.

## Key features

- Limited to the communities of East King County, especially the target areas of Redmond, Bellevue, Kirkland, Issaquah, Renton, and Sammamish.
- Open to all development entities, including for-profit companies as well as local governments, local housing authorities, nonprofit organizations, and tribes
- Housing can serve people who earn up to 120 percent of area median income
- Housing must remain affordable for at least 35 years

## Loan details

### LAP

LAP loans carry a 1% interest rate with a 1% loan fee and a maximum term of eight years. Although loans may be outstanding for up to eight years, it is anticipated that most loans will be repaid within four to six years.

Interest payments are deferred for the term of the loan, which is intended to be paid off with the proceeds of construction financing in order to recycle the funds for use in future transactions. Specific terms and conditions of the loans are set forth in a loan agreement and deed of trust.

The program has no maximum loan amount. However, LAP is not intended to cover 100% of site acquisition costs. The average loan amount of the projects financed to date is \$675,000.

## ELAP

ELAP loans can be made in any amount; however, ELAP is not intended to cover 100% of site acquisition costs. The ELAP loan may not be used for predevelopment expenses. The ELAP loan will cover a maximum of 75% loan-to-land value.

ELAP loans have a 5% interest rate with an estimated 1% loan fee and a maximum term of 3 years with a 2-year extension available. Interest and principal payments may be deferred for the life of the loan.

The interest rate on an ELAP loan may be reduced by up to 3% (at the sole discretion of the credit committee) for the life of the loan in the event of certain changes to local ordinances or regulations that meaningfully and positively impact affordable housing projects (beyond just the ELAP project in question).

## How to apply

Applications for LAP are accepted continually; projects are considered based on fund availability. Strong consideration will be given to applications that propose leveraging LAP funds with other financing sources.

## Resources

Washington State Housing Finance Commission (WSHFC)  
[www.wshfc.org](http://www.wshfc.org)

# Revising city regulations to encourage accessory dwelling units

Accessory dwelling units (ADUs) have been around for decades. In many parts of Washington State, the concept is accepted and local governments have revised their regulations to accommodate such housing. Even so, the number of ADUs created in accordance with local standards has remained relatively low, due in part to the difficulty in meeting those regulations and the associated costs. In response, local governments are reconsidering their standards and discussing how to make them easier to meet.

## What is an accessory dwelling unit (ADU)?

An accessory dwelling unit (ADU) is a small, self-contained residential unit located on the same lot as an existing single-family home. They are sometimes referred to as “mother-in-law apartments.” An ADU has all the basic facilities needed for day-to-day living independent of the main home, such as a kitchen, sleeping area, and a bathroom.



There are two types of ADUs:

**1. Attached ADU**, which may be created as either:

- a. A separate unit within an existing home (such as in an attic or basement); or
- b. An addition to the home (such as a separate apartment unit with its own entrance).

**3. Detached ADU**, created in a separate structure on the lot (such as a converted garage or a new “backyard cottage”).

## Reasons for allowing ADUs

State law (RCW 43.63A.215 and RCW 36.70A.400) requires that certain cities and counties adopt ordinances to encourage the development of ADUs in single-family zones, by incorporating the model ordinance recommendations prepared by the Washington Department of Commerce. In addition to just meeting a statutory mandate, however, ADUs have also helped local jurisdictions meet their Growth Management Act goals to encourage affordable housing and provide a variety of housing densities and types, while still preserving the character of single-family neighborhoods. From a planning perspective, it is considered by many to be a “gentler” method for accommodating population growth in a community.

In 2020, the Washington Legislature passed a bill (**HB 2343**) which expanded on a bill passed the previous year (**HB 1923**) which offered \$100,000 in grant funds if a city commits to adopting at least two actions that are intended to increase local residential capacity (see article on pg. 29). Such adopted actions are also exempt from GMA and SEPA appeals.

1. Authorize in one or more zoning districts in which they are currently prohibited;
2. Remove minimum parking requirements;
3. Remove owner occupancy requirements (but see change in 2021 below);
4. Adopt new square footage requirements that are less restrictive;
5. Develop local programs that offer financing, design, permitting, or construction for homeowners to build ADUs, with the option for the city to impose an affordability requirement for home ownership or when renting the unit.

## State preemptions

Also in 2020, the Legislature passed **SB 6617** which prohibits cities from requiring on-site parking for ADUs that are within a quarter mile of a major transit stop. There are two significant exceptions to this preemption. If a city has adopted or significantly amended their ADU ordinances within the prior four years, they are grandfathered in and the provisions of the bill do not apply. If a city desires to require on-site parking for ADUs near transit they may do so, but they must provide an evidence-based justification, such as lack of on-street parking capacity.

Passed in 2021, **SB 5235** prohibits cities from regulating the number of unrelated persons who occupy a household or dwelling unit—including ADUs, unless for building safety and health reasons. Notably, the Legislature did provide an exception for short-term rental units.

## Communities reconsider ADU requirements

Many local governments in Washington State and elsewhere are reexamining their “standard” ADU requirements and questioning the rationale behind them, especially given the low production rate of new accessory dwelling units.

As a result, communities are considering changes to ADU regulations, such as:

- **Unit size:** Most current ADU standards set a maximum size (for example, 800 square feet), but some communities are considering an increase to their limit to provide more flexibility.
- **On-site parking:** Some local governments are looking at a reduction or elimination of standards requiring on-site parking spaces for the ADU’s occupants, especially in areas where there is adequate on-street parking.
- **Detached ADUs:** Most codes only allow attached ADUs, but more communities are expanding regulations to permit detached ADUs (which are usually required to be placed in the back half of a residential lot). Even if allowed, the high cost of constructing “backyard cottages” may limit the number that actually get built.
- **Owner-occupancy:** Most codes require that the property owner needs to occupy either the primary or accessory unit, but some communities have removed this requirement.
- **Allowing more than two dwelling units:** A “cutting edge” regulatory change is to increase the maximum number of dwelling units on a single-family lot to three (by allowing one primary dwelling unit, one attached ADU, and one detached ADU).

In addition, some cities are providing a set of architectural plans that meet the city requirements and reduce the cost to build an ADU. To streamline the permitting process for homeowners who want to add an ADU on their property, the cities of Olympia, Tumwater, and Lacey have teamed up with the local architect firm, Artisans Group, to design four ADU plans. This takes the cost of the design work out and since the building plans are pre-approved, the permitting process is streamlined because the city will just need to approve the site. Of course, the cost to build an ADU is still significant and can vary as there are many factors, including the site work that needs to be done to the finishes used for the ADU; but the rough estimate is about \$150,000 to \$200,000.

Regardless of how local governments decide to regulate them, ADUs may be a viable approach to address a community’s growth and affordable housing goals. Just be sure regulations and development review process aren’t so burdensome that property owners end up not creating these dwelling units or building an ADU without obtaining the required permits.

Affordable housing

## A Regional Coalition for Housing (ARCH): 15 cities & a county working together

A Regional Coalition for Housing (ARCH) is a partnership of 15 cities in East King County and the county government itself dedicated to advancing affordable housing in the region. Originally created in 1992 following recommendations of a citizens' commission, ARCH supports member governments by developing housing policies, strategies, programs, and development regulations; investing local resources in affordable housing developments; administering affordable housing programs; and assisting people looking for affordable rental and ownership housing.

ARCH is governed by its member cities, with an executive board made up of the chief executive officers of member cities. A Citizen Advisory Board provides recommendations on local funding allocations, which are made through a Housing Trust Fund that invests pooled funds into project loans and grants. ARCH's work program and administrative budget is determined annually by its member cities.

ARCH has led and supported a variety of housing policies and programs, notably the early adoption of inclusionary zoning in several communities, surplus

land programs, and encouraging regulatory flexibility to support diverse housing types such as accessory dwelling units. ARCH staff also administer incentive and inclusionary housing programs on behalf of members, and provide ongoing monitoring of housing created by city programs and investment. On the capital side, ARCH helps cities pool resources they allocate for affordable housing within the member cities. Cities are willing to co-fund projects through grants and loans with the long-term goal of creating affordable housing throughout East King County that serves a range of needs. ARCH also provides ongoing monitoring of housing funded by cities.



# City of Bellingham housing levy

The Bellingham housing levy was approved by the voters in 2012, imposing a tax of 36 cents per \$1,000 of assessed property value, generating \$3 million per year. It was renewed in 2018 at the same rate, which now generates \$4 million per year over a ten-year period for the Bellingham Home Fund. The Bellingham Home Fund provides safe, affordable homes and supportive services to seniors on fixed incomes, people with disabilities, veterans, and low-income families. An Administrative and Financial Plan approved by the Bellingham City Council guides the use of the funds.

In 1995, the Washington State Legislature enacted RCW 84.52.105, which authorizes cities, counties and towns to impose an additional regular property tax levy of up to 50 cents per \$1,000 of assessed value of property for up to ten consecutive years. The ability to propose a levy under this statute requires a city, county or town to declare an emergency with respect to the availability of affordable housing.

## Rental & transitional housing

The Bellingham Home Fund supports the development of new rental housing units for households that earn less than 60% of the area median income. Funds have been used for preservation of housing, critical repairs, weatherization and accessibility.

## Homeownership

Since 2002, the City of Bellingham has partnered with the Kulshan Community Land Trust and, more recently, with the Washington State Housing Finance Commission to help with down payment and closing costs for low-income households. Since 1977, the city has offered financial assistance to low-income homeowners to repair their homes. In 2013, the Bellingham Home Fund allowed the city to support expanding the Opportunity Council (a private, nonprofit Community Action Agency serving homeless and low-income families and individuals) services to repair and weatherize owner-occupied manufactured homes.

## Rental assistance & services

Bellingham allocates the Home Fund, federal HUD funds, affordable housing sales tax funds and other and city funds to support housing and social services for low-income people in the community. These funds also support rent subsidies and emergency shelter.

Some of the Home Fund's major initiatives include:

- Homeless Outreach Team (Whatcom Homeless Service Center)
- Project-based services in permanent supportive rental housing developments (Catholic Community Services, Opportunity Council, Sun Community Service)
- Housing units – over 680 built or maintained with the help of the Home Fund
- Housing services (Lydia Place, YWCA, Domestic Violence and Sexual Assault Services, Northwest Youth Services, Opportunity Council)

## Resources

[www.cob.org/services/housing](http://www.cob.org/services/housing)

Affordable housing City of Bellingham housing levy





# Affordable housing Community Land Trusts

Community Land Trusts (CLTs) are nonprofit organizations that provide affordable homeownership to current and future generations of income-qualified buyers through a leasehold model. Homeowners purchase the structure of the home at a subsidized price; the land under the home is held in trust and the homeowners lease the land from the nonprofit for a modest monthly fee.

There are over 225 CLTs in 38 states. Thirty CLTs have been established in the Pacific Northwest since the 1990s, with 17 in Washington. CLTs have proven to be a very effective model in Seattle, Bellingham, Spokane, Portland, and other communities around the country.

CLTs acquire land from public surplus, direct purchases, and donations. CLT homes may include both multi-home developments in a neighborhood and scattered site programs where homeowners find a home they wish to purchase, and the property is brought into the CLT as part of the purchase process.

Removing the cost of the land from a home purchase is one part of subsidizing the overall price of CLT home. In a “hot” housing market, the increasing land value is a substantial part of the cost of a home. Increased costs of labor and materials for new construction require that new CLT homes subsidize the cost of the structure as well.

Homes remain permanently affordable through a resale restriction that limits the appreciation of the home to a formula. In exchange for purchasing a home at well below market rate, CLT homeowners agree to a limit on the amount of equity they can realize when they sell the home. An agreed-upon formula caps their equity growth at fair return as defined by the U.S. Department of Housing and Urban Development. CLT homeowners build equity within the agreed limit and use that equity to move up the economic ladder.

Even if property values in the area skyrocket, the home remains comparatively affordable forever. A CLT balances the multiple goals of asset-building for low- and moderate- income households, preservation of affordability over time, and the protection of neighborhood vitality.

CLTs also provide post-purchase support to owners, including assistance in times of financial distress. As a result, CLTs have an established track record of very low default rates. In 2008, CLTs had a foreclosure rate of 0.52% nationally, compared to over 3.3% for conventional home buyers.

Owner membership in the CLT and owner representation in governance, such as board service, are what distinguish CLTs from other affordable homeownership models. The ground lease confers eligibility for membership in the organization. One-third of the board of directors are homeowners, joining local housing advocates, city officials, and other interested community members.

CLT homeowners may make further improvements to their house just as any homeowner would. Homeowners reap all the tax benefits of homeownership and can leave the home to their heirs or anyone else they designate.

CLT homes span the full spectrum of home types – single-family detached, duplexes, triplexes, townhomes, cottages, and condominiums. In the case of condominium homes, resale restrictions and membership rights are secured through a deed restriction rather than a ground lease. Cities may use CLTs to preserve affordability of homes created through density bonus agreements with for-profit builders.

## Resources

Northwest Community Land Trust Coalition [www.nwcltc.org](http://www.nwcltc.org)

# Inclusionary zoning: Mandatory programs

One method for addressing the affordable housing problem is use of a regulatory tool called “inclusionary zoning.” Inclusionary zoning requires affordable units to be included within new residential development projects, or payment made for construction of such units elsewhere in the community.

There are two basic types of inclusionary zoning: voluntary and mandatory. Under a voluntary program, it is up to the developer to decide whether or not to use various incentives or bonuses in exchange for providing a specified number of affordable units. However, such programs are not used very often, with developers usually opting to choose the simpler path of building only market-rate housing.

Conversely, a mandatory program requires the construction of a minimum number of affordable units or an “in lieu of” payment. Communities with a mandatory program usually provide an additional density bonus if the number of affordable dwelling units goes beyond the mandated minimum. This article focuses primarily on mandatory programs.

## Who uses inclusionary zoning?

More than 500 cities in the U.S. use inclusionary zoning, including Boston, Denver, New Orleans, Portland, Sacramento, San Francisco, San Diego, and Washington D.C. In Washington State, there are a few cities that use inclusionary zoning, and more that are actively considering it.

Successful examples in Washington State are Redmond and Federal Way. Redmond’s affordable housing regulations, which have been in place since 1995, provide long-term affordable “contracts” on nearly 500 dwelling units. The City of Federal Way has also created a sizable amount of affordable units through its inclusionary zoning provisions.

## Elements of inclusionary zoning

Mandatory inclusionary zoning regulations usually specify the following:

- **Minimum quantity** of affordable units to be provided, which is usually a percentage of a development’s total number of dwelling units. For example, Redmond requires a minimum of 10%, while Sammamish has a sliding scale, based on the affordability level of the provided housing units. Developers in Sammamish are also using the city’s affordable housing “bonus pool” to produce more market-rate and affordable dwelling units.



- **Targeted income range** of households to be served by the affordable units. For instance, Redmond’s target population is “those who make equal to or less than 80% of the King County median household income adjusted for household size,” while Federal Way defines “rental affordable housing” as dwelling units affordable to those with incomes at or below 50% of King County’s median income.
- **Time period** within which the designated units must be maintained as affordable. For example, Issaquah requires those units to remain affordable for a minimum of 50 years.
- **Geographic scope** of such regulations. Inclusionary zoning is usually limited to designated areas such as a downtown or mixed-use development areas, although they may be applied throughout your community. For example, Redmond includes its downtown and seven other neighborhoods, while Issaquah’s mandatory program is limited to the Central Issaquah Urban Core.

On a practical note, a local government should ensure that the increased development capacity resulting from an upzone will offset the added costs to the housing developer of providing the affordable units. Otherwise, neither the market-rate nor affordable housing units will be built.

### **Pros & cons of inclusionary zoning**

In an active housing market, inclusionary zoning results in the production of more affordable housing for low- and moderate-income residents. Inclusionary zoning can also result in buildings and neighborhoods that have a mix of income levels, without having to rely on taxpayer funds to provide them.

On the “con” or consideration side, it is important to tailor your program to fit your local housing market. If the market is not strong enough, mandatory affordability requirements could cause developers to not to build any residential housing, which may exacerbate the affordable housing issue. Cities should review the programs of their peers to consider administrative and monitoring responsibilities.

### **Legal basis for inclusionary zoning**

State law (RCW 36.70A.540) provides authority for Growth Management Act (GMA) cities and counties to establish mandatory requirements for the inclusion of affordable housing under certain circumstances. That statute allows a GMA city or county to require a minimum number of affordable housing units that must be provided by all residential developments in areas where the city or county decides to increase residential capacity. Before establishing such a requirement, a city or county must determine that such a zone change would further local growth management and housing policies.

The pros and cons of inclusionary zoning should be carefully reviewed before implementing such a program. But, if your community has an affordable housing problem and strong demand for market-rate housing, it is a regulatory tool that should be considered.

# Density bonus: Voluntary inclusionary zoning

As cities throughout Washington State struggle to bring more affordable housing units into their communities, there is one tool at their disposal which has flown under the radar – but deserves a much closer look and more attention. It’s called “density bonus.”

Providing density bonuses is a regulatory mechanism that municipalities have in their existing toolbox – and can use right away to encourage the development of affordable housing and other public benefits. It does so by providing developers a bonus of market-rate dwelling units in exchange for their commitment to build affordable dwelling units for low- or moderate-income households.

State regulations, and the city regulations that flow from them, enable jurisdictions to offer voluntary inclusionary zoning programs that provide incentives or bonuses for increased density to developers. Combined with that authority, our state’s Growth Management Act (GMA) allows cities to offer incentives for the development of low-income housing units (RCW 36.70A.540). These incentives include density bonuses, height and bulk bonuses, fee waivers or exemptions, parking reductions, and/or expedited permitting.

Under WAC 365-196-410 and the housing element of its Comprehensive Plan, each city/county must develop a housing element that identifies and meets housing needs. Density bonuses can be offered both to meet the

housing goals and policies of the Comprehensive Plan as well as the purpose and intent of the zoning districts.

Renton uses its density bonus to encourage the creation and preservation of affordable homeownership in partnership with a local non-profit organization. The city has implemented affordable housing incentive programs for low-income housing units under Density Bonus Review (RMC 4-9-065) for developments that allocate some of the units to be affordable for 50 years. Renton also encourages the development of new income-restricted units through fee waivers and the Multi-Family Tax Exemption (MFTE) program as well.

Renton sets annual income restrictions at 80 percent of the area median income (AMI) for ownership housing and owner-occupied housing, or 50 percent AMI and below for rental housing. The AMI figure is adjusted for household size. Density bonus review occurs concurrently with other required land use permits or can be reviewed under administrative site plan review requirements.

Recently in Renton, a residential homeownership development was approved with a density bonus as part of the Earlington Village project a Planned Urban Development consisting of 60 multi-family townhomes. The developer secured approval to build at a density of 18 dwelling units per net acre using the allowed bonus density provisions.

In return, the project developer provided seven three-bedroom dwelling units to a non-profit homeownership organization that could assure a 50-year compliance of income-qualified residency and permanent affordability. These seven homes were placed in trust with Homestead Community Land Trust (Homestead). Homestead managed the initial sale to the first income qualified buyers and will provide compliance management and stewardship support to homeowners throughout the compliance period.

Renton requires that affordable units must be provided in a range of sizes and with features comparable to market-rate units. Additionally, low-income units must be distributed throughout the development and have the same functionality as the other units in the development. Some documents used to secure agreements between Renton, the developer, and the Homestead included an Affordable Housing Restrictive Covenant, Affordable Homeownership Program Agreement, and Use Agreement.

The result of weaving the density bonus into the Earlington Village project is that two important goals are achieved: First, additional middle market housing types and more density is created; and second, affordable units are added – in a way that brings affordable homeownership opportunities to first-time home buyers who otherwise struggle to find them. That’s a win-win for Renton and the region.



Affordable housing

# Multifamily tax exemption: A newly expanded incentive to help create affordable housing

The Multi-Family Housing Property Tax Exemption (MFTE) program began in 1995, codified as Chapter 84.14 RCW, to incentivize residential development in urban centers, designated as “residential targeted areas.” It encourages the development of multifamily housing by exempting the value of new housing construction, conversion, or rehabilitation from property taxes. A local government may choose to offer an 8-, 12-, or 20-year tax exemption. Twelve and 20-year programs must require that a certain percentage of the housing be affordable to low or moderate income households.

The 2021 Legislature significantly amended the MFTE program through **SB 5287**:

## Smaller jurisdictions now eligible

Until 2021, only the largest jurisdictions in Washington were able to offer an MFTE program. In 2021, the Legislature provided an opportunity for any city that was not already eligible to offer MFTE programs. Cities who qualify under this new provision may provide a 12 or 20 year exemption (RCW 84.14.010(3)(d)).

## A 12-year extension for existing MFTE projects

With **SB 5287**, MFTE projects may be extended for an extra 12 years for 8- or 12-year programs that have existing property tax exemptions that are within 18 months of expiration. This action requires city approval. The extension requires specific affordability requirements

and requirements for building owners, such as tenant notice and relocation assistance. New extensions are not permitted starting January 1, 2046. This program is currently time-limited but may be extended if a legislative review demonstrates that the 12-year extension is well-used.

## Project extensions for COVID delay

Under the MFTE program, projects must be completed in three years with an optional two year extension. To mitigate delays associated with COVID-19, for applicants that submitted prior to February 15, 2020, local governments may choose to extend the completion deadline for an additional five years. The five-year extension would begin immediately following the completion of any outstanding applications or previously authorized extensions, whichever is later.

## New, 20-year exemption for permanently affordable ownership housing

Until January 1, 2032, local governments may offer a 20-year property tax exemption if 25% of the units are sold as “permanently affordable” to households earning 80% of the area median income (AMI) or less. The other units may be rented or sold at market rates. The jurisdiction may charge a fee

to cover administrative fees to manage the units. The development must be sponsored by a non-profit or governmental entity and is subject to a 99-year resale restriction to ensure permanent affordability. Different requirements apply depending on the entity offering the program.

Other changes to the program have also been made, including changes to definitions and reporting requirements. The Legislature also directed the Washington State Department of Commerce (Commerce) to undertake several tasks related to the MFTE program. Commerce is leading a study of the MFTE programs implemented throughout the state. The agency will also develop an MFTE Administration Workbook for use by jurisdictions interested in developing, implementing, monitoring, and updating an MFTE program. Most of the work will be complete in 2022.

Several cities have adopted multifamily property tax exemption ordinances including Auburn, Bellevue, Bellingham, Bremerton, Everett, Ferndale, Issaquah, Kent, Lakewood, Lynnwood, Renton, Seattle, Shoreline, Spokane, Tacoma, Vancouver, and Wenatchee.

## Resources

Commerce – MFTE Program



Affordable housing

## Bremerton addresses housing affordability & chronic homelessness

The City of Bremerton is working to expand their assistance to low-income residents and to help the chronically homeless facing addiction and mental health issues.

Bremerton has seen demand increase for affordable housing and services in recent years, with an increase in rent burdened households of 8.5% from 2010 to 2020. Additionally, chronically homeless individuals who face addiction and mental health issues struggle to keep their housing. Kitsap County's 2019 point-in-time homeless count indicates that some of the most common causes of homelessness are eviction & loss of housing, mental health issues, job loss, family conflict, and substance use.

The City of Bremerton has implemented a two-pronged approach to address affordability and chronic homelessness—helping to keep people in their homes and expanding access to mental health care and substance abuse treatment.

### Rental assistance & weatherization

The city's 2022 budget funded \$100,000 for rental assistance and \$100,000 in weatherization upgrades for low-income residents. The rental assistance program, administered through the Bremerton Housing Authority, offers help with short-term rent payments, eviction prevention, and security deposits. The Bremerton Housing Authority has also matched the city's \$100,000 contribution to rental assistance.

The city's weatherization and minor home repair program, administered through Kitsap Community Resources, provides help to lower energy bills—reducing costs for seniors and low-income home residents so they can stay in their homes.

Following the passage of **HB 1406** in the 2019 legislative session, the city pursued the sales tax credit for supplemental funding of the rental assistance and weatherization programs. The support from **HB 1406** for rental assistance will reach more low-income renters and homeowners across the city.

### Land acquisition assistance

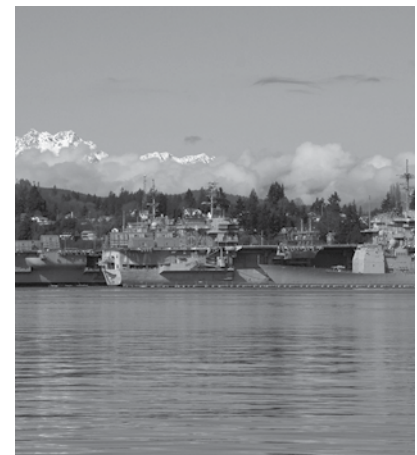
Bremerton is also working to address its chronic homelessness for persons struggling with mental health and addiction issues. The city, in partnership with the Bremerton Housing Authority and Kitsap Mental Health, partnered on a 70-unit apartment building called Pendleton Place. Because lack of housing directly impacts the ability to seek and respond to treatment, the facility will deliver on-site services such as mental health care and treatment for substance abuse, along with permanent housing for vulnerable residents.

To get the program started, the city helped locate and rezone a 1.66-acre site for development of the Pendleton Place apartment units in an area designated for affordable

housing. Kitsap Mental Health will provide around-the-clock support; and community partners will offer treatment and primary care services, employment search, and life skills training. The Bremerton Housing Authority provided seed funding of \$3.1 million to pave the way for other financing needed to build the facility. The Housing Authority will also help with ongoing costs.

Remaining funding came from federal low-income housing tax credits, grants, and private foundation requests to build the \$18.3 million complex. Residents will pay 30% of their income in rent to assist with operating costs. Pendleton Place is now fully constructed and will be occupied in the summer of 2022.

The long-term goal of Pendleton Place is to help homeless individuals with supportive services so they can successfully move into more permanent housing, improve their health and well-being, and reduce impacts on medical services.





Affordable housing

# Down payment assistance programs

For many Washington families, saving enough money for the required down payment to buy a home continues to be the biggest obstacle to homeownership. The Washington State Housing Finance Commission (WSHFC) offers several models of down payment assistance to help bridge the gap, and all programs can be used to pay for both the down payment and closing costs.

Many local jurisdictions would like to help home buyers in their area, but the costs and hassles of running an independent down payment assistance program are a significant barrier. Government entities including cities, counties, and consortia partner with WSHFC to make the most of their local resources. WSHFC administers the programs and matches the local funds with larger sources.

Advantages for city partners:

- Lowers cost for cities—no administration fees from WSHFC
- Matching funds from WSHFC
- Cities keep their funds in their jurisdiction or targeted to a specific population
- Cities leverage WSHFC's funds and experience with administration

To establish a partnership, the local jurisdiction must sign an interagency agreement with WSHFC and receive approval for matching funds. The two agencies work out a program description, manual, forms, and administrative requirements, including reporting.

## Success stories

The following are some program highlights from current WSHFC partners offering down payment assistance to their residents:

### Bellingham

Starting in June 2017, the City of Bellingham helps borrowers with incomes of 80% or less of area median income within the city to purchase their first home.

### A Regional Coalition for Housing (ARCH)

Created in October of 2005, ARCH is a partnership of King County and East King County cities to preserve and increase the supply of housing. ARCH assists families with incomes of 80% or less of area median income within East King County to purchase a home.

### Tacoma

The City of Tacoma helps families with incomes of 80% or less of area median income within Tacoma to purchase their first home. This program, in partnership with the City of Tacoma Redevelopment Authority, started in June 2014.

### Pierce County

Pierce County serves borrowers with incomes of 80% or less of area median income within Pierce County (outside of Tacoma city limits) to purchase their first home. This program is in partnership with the Pierce County Community Development Corporation and began in June of 2017.

*Special thanks to the Washington State Housing Finance Commission for submitting this article.*

## Resources

[www.heretohome.org](http://www.heretohome.org)



A graphic with a dark grey background. On the left is a white silhouette of a house with a chimney. To the right of the house, the text "Affordable housing" is written in a light grey sans-serif font. Below it, the words "Tiny homes" are written in a larger, bold, white sans-serif font.

## Affordable housing Tiny homes

Living in tiny houses (also called tiny homes) is both an increasingly attractive and affordable housing option as well as a trending alternative lifestyle choice.

Historically, zoning and development regulations weren't designed with these types of homes in mind. However, Washington passed two recent laws to expand where tiny homes can locate as a permanent residence and establishes building codes specific to tiny homes.

### Changing regulations of tiny houses

Before the passage of **SB 5383** 2019, relevant state law and local regulations dealt primarily with camper trailers and recreational vehicles (RVs) that are used on a temporary basis, and not tiny homes intended for permanent occupancy. Accordingly, most zoning codes treated such tiny homes as camper trailers or RVs, and usually allowed them only for temporary, recreational use in campgrounds, RV parks, and occasionally in mobile home parks.

**SB 5383** defines "tiny house" and "tiny house with wheels" as a dwelling to be used as permanent housing with permanent provisions

for living, sleeping, eating, and sanitation in accordance with the state building code. Other key components include:

- The new law allows the creation of tiny house communities using binding site plans. These communities are subject to the Manufactured Home Landlord-Tenant Act (MHLTA) RCW 59.20.
- Cities or towns may adopt an ordinance to regulate tiny house communities.
- The owner of the land upon which the community is built shall make reasonable accommodation for utility hookups for the provision of water, power, and sewer services and comply with all the other requirements in MHLTA.
- Cities or towns cannot adopt ordinances that prevent tiny homes from locating in manufactured home parks as a permanent residence, unless the ordinance applies to an exception in RCW 35.21.684(4).
- The Washington Building Code Council adopted building code standards for tiny houses, effective November 11, 2020 (WAC 51-51-60104 Appendix Q).

### Inclusion in affordable housing incentive programs

In 2022, the Legislature passed **HB 2001**, which expressly adds tiny home communities to the affordable housing incentive program, effective June 9, 2022. Under RCW 36.70A.540, jurisdictions that fully plan under the Growth Management Act are authorized to enact or expand affordable housing incentive programs to provide for the development of low-income housing units through development regulations. These programs may include provisions pertaining to:

- density bonuses within the UGA;
- height and bulk bonuses;
- fee waivers or exemptions;
- parking reductions; and
- expedited permitting.

Prior to **HB 2001**, jurisdictions were already free to modify the incentive program to meet local needs, including qualifying provisions or requirements not expressly authorized in statute. Presumably, this could have included adding tiny home communities.

### Resources

Competitive bidding exception for student construction of tiny homes – RCW 35.21.278

Tiny homes allowed in manufactured home parks – RCW 35.21.684

Tiny house communities – RCW 35.21.686

# Affordable housing

## The role of manufactured home parks

One important source of affordable housing in many communities is manufactured housing (formerly referred to as 'mobile homes'). These are commonly situated in manufactured home parks (MHPs) and allow lower-income households to own or rent their residence at an affordable price while also attaining a sense of community and privacy that is often not found in mid-rise multi-family housing. Although many local decision-makers and leaders acknowledge the value of manufactured homes, they often do not have a good understanding of MHPs within their communities or the perspectives of MHP residents.

In April 2021, the City of Kent completed a Manufactured Home Park Preservation Study that sought to "support the city's future policymaking for MHPs including strategies to preserve MHPs where they provide quality, safe, affordable housing for Kent's residents," due in part to the affordable housing challenges facing communities throughout the entire state. The Kent MHP study offers an approach and methodology that could be used by other local governments wanting to learn more about how MHPs provide housing options within their community and to identify resources and options to preserve this option.

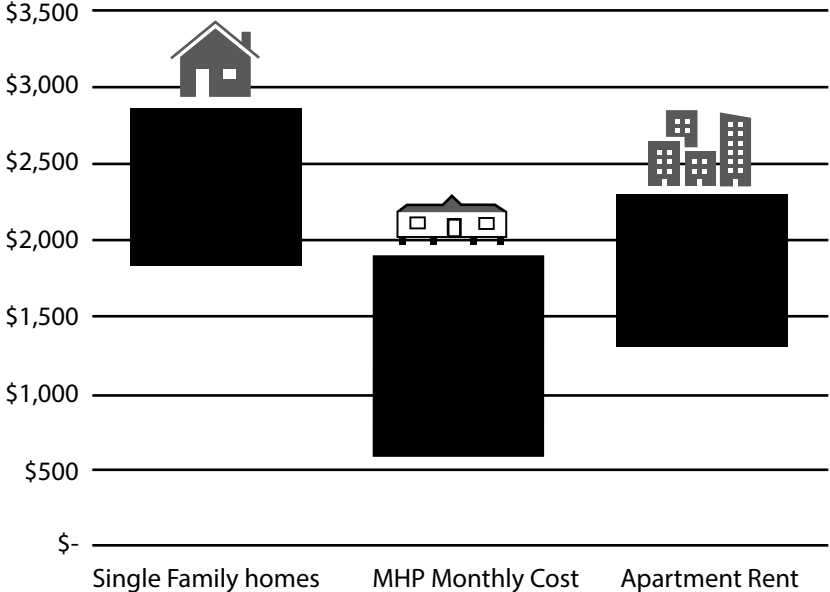
The study made several key recommendations on how the city can support retaining this type of housing and support its residents:

- Support best practices in park management,
- Protect tenant's rights and manufactured homeowner equity,
- Encourage MHP homeowner participation in home repair programs,
- Implement a "rolling inspection" program,
- Improve the level of municipal services for the city's MHPs,

- Reduce hardship to residents when parks close, and
- Support resident, nonprofit, or local housing authority purchase of MHPs.

Kent's MHP preservation study goes in depth on each of these recommendations and highlights that although many of the laws governing manufactured home parks are at the state level, local jurisdictions play an important role in protecting the homeowner, commercial property owner, and resident interests in the community.

**Estimated monthly payments by housing type in Kent**



Single family homes based on estimated monthly mortgages for median and lower market home values (2020) as reported by Zillow; MHP monthly costs based on resident reported land-lease payments and estimated mortgage for manufactures housing values as found on Zillow, 2021; Apartment rents based on 1- and 2-bedroom apartment rentals as reported by Zillow, 2021; BERK, 2021

Source: Kent Manufactured Home Park Preservation Study (2021)

## Support for community residents

Manufactured housing presents a particular challenge for residents — even though a person may own their residence, they are still a tenant of the MHP. This creates a unique real estate situation where a tenant’s housing security is dependent on forces outside their control: A MHP owner may decide to close or convert their property to another use and the tenant is left scrambling because it is expensive to move their housing unit and/or local zoning codes limit the locations to where those manufactured homes may be relocated.

The City of Kenmore created a “Manufactured Housing Community” zoning district (MHC) for the continuation and preservation of existing manufactured housing communities. The city also allows transfer of density from sites zoned MHC to receiving sites to provide capacity for future growth while preserving existing communities.

Considering many MHP households are financially vulnerable, and many may lack the necessary resources to afford housing outside the context of an MHP, resources related to relocation assistance, financial incentives and grants, and other services are necessary in the event of a park closure or conversion.

Where there is concern about closures or conversions, a potentially powerful way to preserve MHPs is to convert the ownership to a tenant or non-profit owned community. Resident or non-profit purchase of MHPs may offer a lot of benefits to residents. These can include giving homeowners the ability to maintain or upgrade their community’s infrastructure, stabilize rent increases, and protect against abuses that can occur in a landlord/tenant relationship. In addition, non-profit-owned communities may qualify for funding and financing opportunities for acquisition and park infrastructure that privately owned parks do not.

Successful conversions of MHPs from private ownership to tenant-ownership or non-profit ownership often require technical assistance, public support through access to funding and/or financing, and other nontangible forms of support.

As identified in the Kent study, cities can support resident, non-profit, or housing authority purchase of MHPs in the following ways:

- Identify MHPs that are suitable for alternative ownership models
- Fund predevelopment studies
- Make benefits to landowners known
- Incentivize the sale to residents or nonprofit groups
- Outreach to property owners and referral to partners

### Resources

City of Kent – Manufactured Home Park Study

Commerce – Manufactured Home Relocation Program

Northwest Cooperative Development Center/ROC Northwest



Tenant protections

# Rental housing inspection programs

Several cities have adopted rental housing safety programs to help ensure that rental units offered to tenants are safe. Rental housing safety programs protect low-income residents by requiring property to owners meet health and safety standards in order to rent out their units.

One example is Lakewood, which has approximately 14,106 rental properties (out of 24,821 total occupied housing units). While some of this housing meets basic life and safety standards, the troubling fact is, a lot does not. Lakewood dedicated significant resources into reactive, complaint-driven inspection programs. However, even with these programs in place, some of the more challenging (and common) examples of unsafe and substandard living conditions go unresolved. To help bridge this

gap, the city launched the Rental Housing Safety Program (RHSP), pursuant to RCW 59.18.125 (see box), to improve and protect the welfare of its residents.

Since the launch of RHSP in late 2017, an astounding 98%+ of all rental units in the city are registered. The program's high compliance rate is largely attributed to the innovative "opt-out" design of the program's database. The city learned from other jurisdictions that program compliance was often an issue. These jurisdictions primarily used an "opt-in" approach with property owners self-identified and registered rental properties. The city decided to take an alternative approach using available county data to build a database of rental properties. Property owners were able to "opt-out" of the RHSP database if the property met an exemption standard.

The RHSP is predominately automated with an online data portal. The city intends for the program to be self-financing.

During the first five years of the program, initial rental properties failed inspections in excess of 80% of the time. Common inspection failures include missing smoke and carbon monoxide detectors, improper electrical outlets or other electrical problems, incorrectly installed water heaters, plumbing problems, and improperly operational doors and windows. Properties receive a certificate of compliance good for five years when they meet all inspection criteria. The city currently has issued a total of 2,012 certificates of compliance to property owners certifying that 10,577 units are in compliance with the city's rental housing safety program.

The RHSP has spurred reinvestment into the city's existing housing stock, that the city hopes will help protect existing affordable housing in the city.

## Did you know?

RCW 59.18.125 was added to the state's Landlord Tenant Act (Chapter 59.18 RCW) in 2010. The law authorizes a municipality to require certificates of inspection from landlords, and requires that cities adopting a rental inspection/licensing ordinance after June 10, 2010 follow the regulations provided in the statute.

In 2007, before this law was adopted, the State Supreme Court upheld a City of Pasco ordinance that required landlords to be licensed by the city, make inspections of their rental units, and furnish the city with a certificate of inspection verifying that their units met applicable building codes. A key element in the court's decision in *City of Pasco v. Shaw* was that the inspections could be performed by a private inspector of the property owner's choosing. This provision is also a feature of RCW 59.18.125.

### Resources

Lakewood's Rental Housing Safety Program (RHSP)  
[rentalhousing.cityoflakewood.us](http://rentalhousing.cityoflakewood.us)



# Recent tenant protection laws

Starting in 2018, the Washington State Legislature followed the lead of many cities and passed several laws focused on tenant protections under the Residential Landlord Tenant Act (RLTA). Collectively, the goal of these laws is to prevent homelessness, given the shortage of vacant rental housing across the state. The following changes have recently been made to the RLTA:

- **Prohibition on source of income discrimination:** In 2018, the Legislature adopted RCW 59.18.255, which prohibits source of income discrimination against a tenant who uses a benefit or subsidy to pay rent.
- **A 60-day notice of rent increase:** In 2019 the Legislature amended RCW 59.18.140 to provide 60-day notice of a rent increase, and increases may not take effect until the completion of the term of the current rental agreement.

- **A 120-day notice of demolition:** In 2019, the Legislature amended RCW 59.18.200 to require 120-day notice to tenants of demolition or substantial rehabilitation of premises.
- **Managing initial deposits and fees:** In 2020 the Legislature adopted RCW 59.18.610, which provides that a tenant may request to pay deposits, nonrefundable fees, and last month's rent in installments.
- **Just cause eviction:** In 2021 the Legislature adopted RCW 59.18.650, which requires landlords to specify a reason for refusing to continue a residential tenancy, subject to certain limited exceptions.
- **COVID-19 measures:** In 2021, the Legislature adopted RCW 59.18.620 through RCW 59.18.630, which prohibits assessment late fees for nonpayment of rent due between

March 1, 2020, and six months following the expiration of the COVID-19 eviction moratorium. Pursuant to RCW 59.18.630, landlords are also required to offer repayment plans to tenants with unpaid rent. Per RCW 59.18.625, a prospective landlord may not hold it against a tenant who did not pay rent between March 1, 2020 and December 30, 2021, in considering a rental application.

In addition, RCW 59.18.440 authorizes cities and counties to adopt relocation assistance ordinances for low-income tenants.

## Resources

Residential Landlord Tenant Act RCW 59.18

Office of the Attorney General  
– SB 5160 – New Guidance





Innovative collaboration

## Taking a team approach to help people struggling with homelessness & behavioral health

In addressing visible homelessness, a multi-service team approach can assist local governments in providing resources that best suit individual needs. Some cities use human services grants to fund outreach programs administered by other organizations, while others have hired staff for their own outreach teams. Most of these teams include both mental health professionals and law enforcement that work together in the field, commonly called a “co-response” program.

The following is a list of four local governments’ varying team approaches to implementing their own local co-response programs.

### **Olympia’s Crisis Response Unit**

recently expanded and now has funding for 10 behavioral health specialists working in the field who are trained to de-escalate situations, evaluate needs, and connect people with services voluntarily. The team members get to know people experiencing homelessness and assist them by providing bus passes, delivering necessities like diapers and blankets, or by driving them to medical services or shelters.

### **Redmond’s outreach program**

employs a full-time city homeless outreach specialist who partners and coordinates with police, businesses, non-profits, and the broader community. The specialist is available via police radio to respond to homeless-related calls for service. The program’s main purpose is to connect people to services and resources.

The city’s homeless outreach program is part of Redmond’s broader effort – the THRIVE program. THRIVE strengthens the community through innovative programs that provide safety, stability, opportunity, and hope for anyone in need or crisis. THRIVE includes programs such as a mental health professional who deploys alongside Redmond police, a homelessness response program that helps those who are unhoused and housing insecure, Community Court which is an alternative court for individuals who have committed low level offenses (e.g. shoplifting), a Mobile Integrated Health program providing resources that reduce the need for calling 911, as well as funding support to local non-profit partners who provide a range of supportive services to the community.

### **Mount Vernon’s Problem Eliminations & Reduction Team (PERT)**

is a mayor-initiated program made up of staff from code enforcement, police, sanitation, parks, fire, library, development services, and legal. Unlike some other programs, the team is not an external outreach group; but rather works together internally to address homelessness issues in the community that affect all departments. The group constructed a workplan including budget and staff time estimates, progress notes, and measurements or deliverables.

### **Snohomish County’s Homeless & Direct Outreach team**

is a partnership between the county’s Department of Human Services and the Sheriff’s Office’s Office of Neighborhoods. The team is led by a sergeant with the Sheriff’s Office and includes embedded social workers employed by the Department of Human Services. Together, this team assists people with behavioral health challenges who are experiencing homelessness, by connecting them with services and providing housing support as they leave inpatient treatment services.

Behavioral health and public safety experts are beginning to recognize that the traditional criminal justice system is not properly equipped to successfully address many of the issues facing people experiencing homelessness. Although somewhat new, in many cases programs like these are more successful at connecting individuals to appropriate services and promoting better outcomes.

### **Resources**

[www.etsreach.org](http://www.etsreach.org)

[www.mountvernonwa.gov](http://www.mountvernonwa.gov)



Innovative collaboration

# Many irons in the fire: A focus on Spokane and Tacoma

Tackling the housing and homelessness crisis in Spokane and Tacoma means getting everyone to work together—and tackling the issue from many fronts simultaneously.

## Spokane

In December 2021, as protesters camped in tents outside city hall to draw attention to the fact that the city’s primary shelters routinely were filled to capacity, Spokane’s council made headlines by approving an innovative “hoteling plan” requisitioning up to 40 motel beds nightly to house the overflow. By the end of the month, amid an “arctic blast” that brought snow and freezing temperatures for nearly two weeks, the city was in the spotlight again when it opened its convention center as a round-the-clock emergency warming center, providing beds for up to 343 each night and serving more than 9,000 hot meals at a cost of \$400,000 (not including an estimated \$90,000 in damages to the facility as a result of vandalism, which became fodder for local TV news coverage). After that event passed, the quest

to construct a new low-barrier homeless shelter—included in the city’s 2022 budget, with a \$4.6 million earmark—never seemed more urgent.

During an after-action review with those who provided services during the crisis alongside a review of data from previous surveys, a surprise finding was that a large demographic group coming to the warming center was over the age of 55—a group that doesn’t have a clear exit path through the system and faces a shortage of long-term care options. So far, initiatives that have borne fruit include providing more hotel rooms as safe havens for victims of domestic violence; the development of an emergency sheltering plan with “flex capacity” to expand when needed; a partnership with Habitat for Humanity to restore and eliminate “zombie homes,” abandoned houses occupied by squatters; and a centralized diversion fund that has housed 14 individuals in three months’ time for under \$20,000 just by helping with expenses like moving costs.

Then there’s the city’s work with the United Way Spokane, which uses a “Built for Zero” model to target a specific subset of the city’s homeless population and dedicate resources to that population until virtually every individual in that cohort has been housed. In 2017, the nonprofit launched a 100-day challenge to house 100 youth and young adults between the ages of 12 and 24 in the city that has evolved into the Anchor Communities Initiative, a partnership between the city, the United Way, and A Way Home Washington (a statewide initiative supporting at-risk youth that identify as LGBTQ+) seeking to effectively end youth homelessness in Spokane. Creating a “by name list” of every person between the ages of 12 and 24 experiencing homelessness in Spokane County, and dedicating resources to each individual on that list, the collaborative cut the number of cases from 44 to 19 from September 2020 through June 2021.

*“You have to look at the whole ecosystem and you have to be prepared to move several levers at the same time.”*

*Eric Finch, the City of Spokane’s interim director of Neighborhood Housing and Human Services.*

## Tacoma

Affordability and lack of housing in the face of Covid-19 are the most serious housing issues that the City of Tacoma faces. The pandemic has exacerbated every issue concerning housing, from capacity in homeless shelters to rising rents and home prices. The city is seeing it play out in a lack of permanent supportive housing and the fact that people who work in Tacoma can't necessarily afford to live here—schoolteachers, food servers, even some of the city's police and firefighters.

To address, the city is implementing their affordable housing action strategy, which focuses on four areas:

1. Creating new affordable housing
2. Keeping existing housing affordable and in good repair
3. Helping community members stay in housing (with initiatives like tenant protections) and
4. Reducing barriers to housing.

In action, this strategy translates to adopting the city's Housing Trust Fund, purchasing a hotel to provide permanent supportive housing, and completing a disparities study on BIPOC home ownership. Tacoma has also implemented the state's first Guaranteed Income Program, as well as rental assistance to ensure that community members can maintain their current residence.

Of these efforts, the city expects the Housing Trust Fund to have the biggest impact with over \$2 million already set aside to help build affordable housing in the community. The city also highlights the work of area nonprofits who provide low-income housing, like the Tacoma Housing Authority, and the YWCA which completed a permanent supportive housing project across from their shelter.

Speaking of community partners, Tacoma also helped establish South Sound Housing Affordability Partners, a coalition of governments that work together to access the tools and expertise they need to keep housing attainable for residents. When housing is not affordable in Tacoma, people move to Lakewood or Bonney Lake, and when it's not affordable in those communities, they move further out. The coalition of governments is a great opportunity to leverage our collective voices at the state and federal level for more tools to be successful in affordable housing.

*"If we engage the community, we can come up with the best solutions to tackle our most prominent issues."*

*Tacoma Mayor Victoria Woodards*





Association of Washington Cities  
1076 Franklin St. SE  
Olympia, Washington 98501-1346  
360.753.4137 or 1.800.562.8981

[wacities.org](http://wacities.org)



Municipal Research and Services Center  
2601 Fourth Ave., Suite 800  
Seattle, Washington 98121-1280  
206.625.1300 or 1.800.933.6772

[mrsc.org](http://mrsc.org)

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

**B5 – Public Comments**



**From:** [Eric Kneebone](#)  
**To:** [City Council](#)  
**Cc:** [Greg Wheeler](#)  
**Subject:** Camping ordinance  
**Date:** Thursday, July 6, 2023 5:00:17 AM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Esteemed City Council Members:

After hearing the city attorneys presentation last night and the public comments, many of which focused on the clear danger associated with the MLK way homeless encampment, as a resident of MLK Way I support the following in regards the camping ordinance issue:

1. Amending the current ordinance to meet constitutionality.
2. Restrict camping to 10pm to 6 am in the downtown area and surrounding neighborhoods - perhaps the entire proposed creative district. Tents must be taken down daily and people must be mobile.
3. Sleeping/living in a vehicle is permissible provided the vehicle is in an operable condition, and is properly licensed, insured, and registered. Vehicles must move every 14 days maximum to a new location 2 miles or more away from the previous location.
4. Tents, vehicles and property may not obstruct any street, sidewalk, right of way, fire lane or fire hydrant at any time.
5. Designate an authorized camping area for long term needs outside of the downtown area and provide restrooms.
6. No open fires at any campsite.
7. Suspend enforcement of ordinance in extreme cold weather with no shelters available.

I heard a lot of impassioned pleas from the folks with nonprofit outreach groups that seemed to oppose any action. They ask for repeal without any alternative. I feel they are thinking of their personal convenience for their personal missions. This does not seem to be a course of action that will result in positive results.

The MLK way encampment must go and not be allowed to return. It simply has concentrated the crime and prostitution in a convenient location for patronage. Clear it and set up ecoblocks along the parking to prevent tents and rvs from being driven onto the sidewalks. Do not allow a recolonization of the area by street people.

I heard many comments by residents asking for relief from this blight on our community. Businesses that are closing because of the behavior of the street people. Folks being threatened. Parking being unavailable due to the encampment vehicles and vandalism. This is untenable. I have heard gunshots from this camp. I've heard explosions well outside of the usual 4th of July chaos. I have witnessed street people attempting to gain access to houses and vehicles. What happens when the unthinkable occurs?

Sometimes you can't cure a disease, but you can treat the symptoms. Please amend the ordinance so MLK way and the surrounding neighborhood and the city of Bremerton can be made safe.

Eric Kneebone

**From:** amanda reynolds <strongamanda@hotmail.com>  
**Sent:** Monday, July 10, 2023 9:43 PM  
**To:** City Council <City.Council@ci.bremerton.wa.us>  
**Subject:** Unauthorized Camping Amendment opinion

Hello,

My name is Amanda and I live in Downtown Bremerton. I'm just adding my thoughts on the proposal to amend BMC Chapter 9.32 entitled "Unauthorized Camping."

I'm proud of the work Bremerton is doing to help the homeless population; from mental health support to housing opportunities.

I don't believe that the people in tents on MLK comprise the majority of homeless who want the support Bremerton has to offer. This is based on my conversations with law enforcement and the Salvation Army.

For 30 years I have watched Downtown Bremerton claw it's way back from being a place you wouldn't be caught in after dark to becoming a creative and fun place to spend time in. I volunteer downtown a few days every week and i've noticed over the past year the tone has become more sinister; with the smell of human waste, used needles and people in crisis on full display.

There are so many citizens from all walks of life that are actively working to make Bremerton succeed, are they not as important as those who are indifferent or don't care if they destroy it? Bremerton already supports its homeless population, the people who live in tents on MLK and refuse assistance should not be encouraged to remain there. I oppose a portable restroom being installed there as it will only encourage the situation to be permanent. The Salvation Army already offers hygiene and restroom facilities for use.

My family will be moving in the next year if the situation stays the same. We have seen the writing on the wall with Seattle and Portland. There has literally been nothing positive about allowing tent cities to exist.

Thank you for letting me add my opinion.

Sincerely,  
Amanda

**From:** [Mike Fairchild](#)  
**To:** [City Council](#)  
**Subject:** Housing and the lack of help  
**Date:** Monday, July 10, 2023 1:41:29 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

My name is Charles Fairchild and I am a resident of Kitsap county and have been for over 30 years. I am not a drug addict I am not an alcoholic and I am not being heard by the city council. I am currently homeless because I became disabled and I have been on lists for over 6 years now waiting for housing. I was in the hospital fighting for my life when they sent an email to me wanting me to fill out papers so I could get affordable housing. I was not able to leave the hospital to get the papers turned in as I was not healthy enough to leave the hospital. Bremerton housing then gave away the apartment I had been waiting for for over 5 years at that time. I was told I would be the next person housed which also was changed for some reason to now I am the second in line to be housed. I fortunately do not reside on Martin Luther King Road like many of my fellow homeless friends are forced to do. I am blessed enough to have a better hiding place and so I don't go through alot of the harassment they go through. You and city hall are supposed to be listening to the voices of the people and carrying out the needs of the people. I don't feel like people are hearing all the voices that are screaming for help. Please do not choke out my voice by limiting the public from commenting on the topics of housing and how wrong it is to criminalize being homeless. Putting us in jail and causing more issues for already traumatized people is far more expensive than creating housing. It is more humane to help the people. I also have no criminal record and don't feel I should have one because I became disabled and then could not afford my home any more. Thank you for your time.

Charles Fairchild

**From:** [Neal Foley](#)  
**To:** [City Council](#)  
**Cc:** [Greg Wheeler](#)  
**Subject:** ML King Way/Camping  
**Date:** Tuesday, July 11, 2023 11:09:45 AM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bremerton City Council,

Feedback from the people on ML King Way is that it is very hard to leave their tent area for anytime at all as their things disappear. Hard to work, obtain services, go to the bathroom, or basically do anything to improve their current condition when they cannot leave. Crime follows and preys on the weak and impoverished. These people are citizens of Bremerton and victims of continual crime. Why is there no security here? Prosecute the criminals and provide a safe place for those who find themselves here!

I still see feces on the ground in a few spots and still no place for those on ML King Way to use a bathroom? I am surprised there is not more human waste. Try an experiment yourself and see how long you can hold it.

Tents can be killers. Both rain/cold and high temperatures can kill. Some people do not have or do not have the ability to set up a satisfactory dry tent. A gentleman died 6/18/2023 on ML King Way primarily of Hypothermia. He was not breathing and had no heartbeat when found. After CPR they obtained a heartbeat but he never regained consciousness but officially "lived" until 2:30PM on 6/19/2023. It had been raining for 2 days, his tent was set up over another tent that was already collapsed and wet. The entry on the top tent had several rips and there was no rain cover. Summertime right? His body was 77 degrees when they picked him up off of ML King Way. His tents and belongings were wet clear through and VERY heavy. A bag of his wet clothes were returned at the hospital after his death. Just another drug related death? Not so fast. There was absolutely no evidence of drug use in any of his personal things, zero. Word on the street from several that knew him close was he was not using. Mentally Ill yes. He had no where else to live after the shelter closed. His family did not know his whereabouts after the shelter closed until after his death.

Bremerton needs a shelter ASAP. This is how we keep these folks alive to be able to help them the best ways we can. They need a secure safe place. Let's get The Salvation Army shelter open or something equivalent ASAP!

Related -

A federal judge just found Washington state in contempt and ordered it to pay more than \$100 million in fines for failing to provide timely psychiatric services to mentally ill people who are forced to wait in jails for weeks or months. In the recent Washington State DSHS ordered to pay 100 million.

In the article .....

Christopher Carney, representing Disability Rights Washington, said prosecuting vulnerable people accomplishes little. Instead, the funds should be spent on supportive housing with staffing and medication.

"We just keep throwing away resources and causing harm trying the wrong solutions," Carney said in a release. "If what we want is to save lives and improve public safety, we know arrest and competency services are not the way to get there. Our clients need homes and help, not

more punishment.”

One last thing on a personal note. I notice an air of contempt that permeates many individuals views concerning these people who have found themselves on ML King Way. It is easy to look from afar and throw stones based on misconceived personal biases. I would recommend that anyone involved in making decisions concerning this population go and meet them. Take a walk with the prayer walk group or other organizations who are actively helping these people. Learn their names, hear their stories and understand their conditions and needs. THEN make informed decisions.

Thank you,

Neal Foley



**From:** [Robert Shaffer](#)  
**To:** [Greg Wheeler](#); [City Council](#)  
**Cc:** [Rodney Rauback](#); [Steven Forbraqg](#); [Aaron Elton](#); [Mike Davis](#); [Jennifer Hayes](#); [Kylie Finnell](#); [Brett Jette](#); [Mychael Raya](#)  
**Subject:** MLK homeless tents blocking the sidewalk- please have them removed  
**Date:** Monday, July 10, 2023 2:20:11 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Wheeler, members of the Council-

Homeless tent campers are blocking sidewalks downtown on MLK. This is illegal and a violation of the Americans with Disabilities Act. Please have them removed.

Recently, Portland, Oregon agreed to move tents after handicapped Portlanders sued because they had no ability to use the city's sidewalks. I don't want the city of Bremerton to be sued, but if that's what it takes for the city to comply with the law (and remove this illegal tent camp), so be it.

Here's the story:



Portland, Oregon, to clear sidewalk tents to settle suit with people with disabilities  
apnews.com

I'm deeply frustrated the city can solve these problems. It's your jobs.

Regards,  
Robert Shaffer (and many neighbors)  
820 Mckenzie Ave

On Jun 8, 2023, at 4:00 PM, Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)> wrote:

Good afternoon Robert,

Thank you for your email. I just wanted to take a moment to acknowledge that it has

been received and read. Take care, I hope you have a great rest of your day!

Sincerely,

Greg Wheeler  
Mayor  
City of Bremerton  
(360) 473-5266

---

**From:** Robert Shaffer <[robertjshaffer@yahoo.com](mailto:robertjshaffer@yahoo.com)>  
**Sent:** Thursday, June 8, 2023 7:44 AM  
**To:** Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>  
**Cc:** Rodney Rauback <[Rodney.Rauback@ci.bremerton.wa.us](mailto:Rodney.Rauback@ci.bremerton.wa.us)>; Steven Forbragd <[Steven.Forbragd@ci.bremerton.wa.us](mailto:Steven.Forbragd@ci.bremerton.wa.us)>; Aaron Elton <[Aaron.Elton@ci.bremerton.wa.us](mailto:Aaron.Elton@ci.bremerton.wa.us)>; Mike Davis <[Mike.Davis@ci.bremerton.wa.us](mailto:Mike.Davis@ci.bremerton.wa.us)>; Tom Wolfe <[Tom.Wolfe@ci.bremerton.wa.us](mailto:Tom.Wolfe@ci.bremerton.wa.us)>; Jennifer Hayes <[Jennifer.Hayes@ci.bremerton.wa.us](mailto:Jennifer.Hayes@ci.bremerton.wa.us)>; Kylie Finnell <[Kylie.Finnell@ci.bremerton.wa.us](mailto:Kylie.Finnell@ci.bremerton.wa.us)>; Brett Jette <[Brett.Jette@ci.bremerton.wa.us](mailto:Brett.Jette@ci.bremerton.wa.us)>; Mychael Raya <[Mychael.Raya@ci.bremerton.wa.us](mailto:Mychael.Raya@ci.bremerton.wa.us)>  
**Subject:** Portland, OR just banned daytime camping

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We can do it in Bremerton, too.

## Portland City Council bans daytime camping

- Updated: Jun. 07, 2023, 7:18 p.m. |
- Published: Jun. 07, 2023, 5:37 p.m.



134  
shares

By

- [Nicole Hayden | The Oregonian/OregonLive](#)

The Portland City Council voted 3 to 1 on Wednesday to [ban people from camping](#) on public land during daytime hours within the city and to prohibit

camping at all times near schools and other specific locations.

The ordinance, put forth by [Mayor Ted Wheeler](#), comes as the city is seeking to comply by July 1 with a state law that requires local governments to write “objectively reasonable” rules to allow people to sit, lie, sleep and keep warm and dry on public property in places like Portland that don’t have enough shelter beds to serve all unhoused individuals.

Under the ordinance, people considered involuntarily homeless will only be allowed to camp from 8 p.m. to 8 a.m. in certain areas and will be required to dismantle their campsites during the day. They will be restricted from pitching tents at any time near schools, day care centers, pedestrian plazas, shelter and construction sites, high-speed roads, parks, greenways and numerous other locations.

People who violate the rules more than two times — or more than twice build fires, obstruct private property or leave trash around campsites— could face fines of up to \$100 or up to 30 days in jail, according to the ordinance.

The new rules will go into effect in 30 days, but the city doesn’t plan to begin enforcement until mid-July. Mayor Ted Wheeler said the city will spend the next few months focused on reaching out to unhoused individuals to educate them about the new rules.

“These reasonable restrictions, coupled with our work on increasing shelter availability along with access to services, are a step in the right direction toward a revitalized Portland,” Wheeler said prior to voting in favor of the ordinance.

The City Council’s approval of the new rules comes a week after more than 100 people testified during a five-hour hearing on the ordinance, with most speakers urging the city to not move forward with what many described as inhumane regulations.

On Jun 7, 2023, at 10:21 AM, Greg Wheeler  
<[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)> wrote:

Good morning Robert,

Thank you for your email. I appreciate you taking the time to follow up on your prior communication with me regarding your ability to enjoy your house, property, and neighborhood due to disruptive behavior on MLK Way and Park Ave. Included in my reply are officials from the City of Bremerton Police and Legal Departments for their review and follow up. Please know that city staff and I take your concerns very seriously and we will do everything we can, within the law with the resources available, to maintain a safe and healthy environment for you and your neighbors to live in. Take care Robert, I hope you have a nice day.

Sincerely,

Greg Wheeler  
Mayor  
City of Bremerton  
(360) 473-5266

-----Original Message-----

From: Robert Shaffer <[robertjshaffer@yahoo.com](mailto:robertjshaffer@yahoo.com)>

Sent: Wednesday, June 7, 2023 8:14 AM

To: Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)>

Subject: Re: Homeless camping at MLK and Park downtown

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Wheeler, what are you doing to get rid of the homeless camp (now more than 20 tents) in downtown Bremerton?

It's a public safety hazard for the surrounding neighborhoods.

Please help us.

Robert and Michele Shaffer, Mckenzie Ave

Amanda and Aidan Clark, Mckenzie Ave

Tyler and Maxine Larsen, 9th

Cisco, Cogean Ave.

On Apr 25, 2023, at 3:28 PM, Greg Wheeler  
<[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)> wrote:

Good afternoon Robert,

Thank you so much for taking the time to inform us of your concerns regarding unacceptable behavior in your neighborhood. Please know that I totally understand where you are coming from, and I appreciate the thoughtful way you let us know this is happening. The fact that you mentioned some of these individuals appear to be emboldened is not lost on me, and I am including in my response officials from the City of Bremerton (COB) Police Department for their review and follow up, and the COB Legal Department for their information. Thank you again Robert for your email, I hope you and your family (and your neighbors) get to enjoy some of this recent sunny weather.

Sincerely,

Greg Wheeler

Mayor

City of Bremerton

(360) 473-5266

-----Original Message-----

From: Robert Shaffer <[robertjshaffer@yahoo.com](mailto:robertjshaffer@yahoo.com)>

Sent: Tuesday, April 25, 2023 3:14 PM

To: Greg Wheeler <[Greg.Wheeler@ci.bremerton.wa.us](mailto:Greg.Wheeler@ci.bremerton.wa.us)> Cc: Tom Wolfe <[Tom.Wolfe@ci.bremerton.wa.us](mailto:Tom.Wolfe@ci.bremerton.wa.us)> Subject: Homeless camping at MLK and Park downtown

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Wheeler, Chief Wolfe-

First, let me thank you both for all you do for the city. Bremerton is a really great place to live, and it's because of the work you and others do.

My neighbors and I are concerned about the homeless camp starting to form at MLK and Park. It's acceptable to us when it's just people hanging out during the day, but when people start to camp, we see more homeless and mentally ill in the neighborhood, wandering into our yards and onto porches, mostly after dark (the Ring doorbells pick them up in the middle of the night).

We live on McKenzie, and last night, a man ripped up my neighbor's flowers and placed them (Inside a fence) on another neighbor's porch, along with a steel pipe. Not violent, not the end of the world, but a bit unnerving- both have two-year-old children. Last week, I yelled at a guy in my backyard in the middle of the night- I think he was just looking for something to steal. Again, not necessarily dangerous, but certainly a quality of life issue.

We also notice when this group hits a critical mass- the dynamics change from a few generally friendly people hanging around to a group that thinks this is their property, and will stare me down when Michele and I are out for a walk. The families on our street with kids avoid the area. It makes the neighborhood much less friendly.

You've done a great job in the past taking action when it reaches the level where it becomes more than a nuisance-can we do that again?

Thanks again,

Robert and Michele Shaffer, 820 Mckenzie Amanda and Aidan (he's 2) Clark, 809 Mckenzie Tyler and Maxine Larsen and Rowan (also age 2), 702 8th Ave.

**From:** [City Council](#)  
**To:** [City Council](#)  
**Cc:** [Greg Wheeler](#); [Kylie Finnell](#)  
**Subject:** FW: July 12 - Item B5 Public Comment (Justin Gurley)  
**Date:** Wednesday, July 12, 2023 3:17:44 PM  
**Attachments:** [IKE6WDK1U.wav](#)

---

Attn: Council Members (FYI)

\*\*For informational purposes only. Do not reply to this email\*\*

The attached message received today from Tristan Gurley (District 3 Resident) included comments for Item B5 "Ordinance to amend BMC Chapter 9.32 entitled "Unauthorized Camping".

-----Original Message-----

From: Mitel Voice Mail <[shoretel@ci.bremerton.wa.us](mailto:shoretel@ci.bremerton.wa.us)>  
Sent: Wednesday, July 12, 2023 2:37 PM  
To: Lori Smith <[Lori.Smith@ci.bremerton.wa.us](mailto:Lori.Smith@ci.bremerton.wa.us)>  
Subject: Mitel voice message from +13606495943 for mailbox 5280

You have received a voice mail message from +13606495943 for mailbox 5280.  
Message length is 00:03:39. Message size is 1713 KB.



**Published for  
July 5, 2023  
Council Meeting**

**6B – Public Comments**

**From:** [Bonnie Thane](#)  
**To:** [City Council](#)  
**Subject:** Anti-Camping Bans...  
**Date:** Thursday, June 29, 2023 12:50:17 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Bremerton City Council,

A 2018 decision from the Ninth Circuit Court of Appeals (*Martin v. Boise*) found it unconstitutional for cities to enforce anti-camping ordinances if they do not have shelter beds for all unhoused individuals. We know that there are currently not enough shelter beds in Bremerton to meet the needs of all unhoused and housing insecure individuals and families.

This lifelong Bremerton resident is against anti camping bans that would affect our most vulnerable. Please brainstorm solutions that are proven to actually help end homelessness in a humane way, such as affordable housing, public restrooms, a homeless shelter, etc.

Respectfully,

Bonnie Thane

**From:** [Caroline Evergreen](#)  
**To:** [City Council](#)  
**Subject:** Anti-Camping Ordinance  
**Date:** Monday, July 3, 2023 2:28:40 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Bremerton City Council,

As a citizen who moved to Bremerton last year, I have been keeping an eye on local community events and issues in my new hometown. I saw the most recent article in the Kitsap Sun about the anti-camping ordinance and I felt it was my responsibility as a conscientious citizen to let you know where I (and many of your constituents) stand. Obviously, homelessness is not a new problem in our community or many others across the country. The struggles the homeless citizens in our community face are numerous and while it is not possible for the city council alone to change or end homelessness- I do believe the work you do can and does have a profound impact on the lives of our homeless and housed residents here in Bremerton. While I am not a business owner, I am an educator with several degrees and many years of experience in community outreach so I recognize the difficult position that the council is currently in with trying to balance community and economic safety for business owners, alongside compassion and empathy for the unhoused citizens of Bremerton. I do not believe that those two goals have to be mutually exclusive.

I wanted to reach out and state that I support a full repeal of the existing anti-camping ordinance - however, I would support investment into measures like public restrooms, a designated camping zone, and further community outreach to address the struggles of our homeless population. While I completely understand the desire to help our community look and feel safe, I think anti-camping ordinances are often just bandaid solutions that fix the "look" of a problem, rather than creating long lasting change. Many major cities including our neighbors in Tacoma and Seattle have seen how little anti-camping ordinances do to help our homeless citizens - in fact, these ordinances routinely make it much MUCH harder for social workers and community aid organizers to find homeless citizens and help them get off of the streets and into housing and receive medical care and other much needed services. When an anti-camping ordinance is enacted, it is often followed by an increased amount of death and crime in the area (from homeless citizens being forcibly removed and ending up in worse areas or with fewer resources, among other things).

I would like to implore you to connect with existing community groups and aid networks like the Bremerton Homeless Community Coalition, the WA Physicians for Social Responsibility, and engage the community itself to look for immediate solutions to this problem that do not involve criminalizing a terrible and unfortunate time in people's lives.

I respectfully thank you for your consideration,

Caroline Askew

**From:** [Chris Berg](#)  
**To:** [City Council](#)  
**Subject:** Proposed Camping Ban on MLK Way  
**Date:** Monday, July 3, 2023 6:30:58 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

I was recently informed by a neighbor that there is a camping ban (either for the whole city, or MLK Way, I am unclear on that point) to be discussed at your upcoming meeting on July 5th. I will not be able to attend said meeting, but would like to offer my thoughts as a long time resident.

First off, I have no issue with homeless folks in general, as there are a large number who genuinely fell on hard times and just need a hand. HOWEVER, a quick walk down my street (I live at the South Court Apartments at 834 MLK Way) will show you that these are NOT those type of individuals. They are openly smoking methamphetamine and other drugs, conducting drug transactions and engaging in prostitution openly and in broad daylight. This occurs in front of homes where children play. I have even come home to find one of them highly intoxicated in the stairwell my building after urinating and defecating in said stairwell. This is in addition to the constant screaming, yelling, and fighting at all hours of the night. There was once last summer when I almost tripped over a gentleman lounging on the front stoop, and when I informed him rather politely "I'm sorry man, but you can't hang out here" he became agitated and attempted to aggressively follow me to my girlfriends car until I showed him that I had a knife and was willing to defend myself if he elected to push the issue any further. There are many elderly folks and single women in my building and the surrounding neighborhood, and if these "campers" will become violent and aggressive with an armed 250lb man, I shudder to think at what might happen to my neighbor who is in his 80's, or the 90lb college girl in the next building if they catch one of these people in the middle of an episode or in need of drug money.

I pay a good amount of money for rent (probably more than I should in this part of town TBH, but that's a different issue), not to mention taxes, as do my neighbors, and I feel that we all deserve to be able to take the trash out or go check the mail without wondering if we're going to get into a violent altercation w/ a drug addict.

Lastly, I know there will most likely be several community groups that are against this measure, and while I absolutely believe that their hearts are in the right place and they want to help, I would urge them to walk the block a few times over the course of a normal day, NOT while working with their organization and handing out food and such, but "undercover" as it were, and then ask themselves if they would want this campground next to THEIR house...or their mother's house? If the answer is "no", then why should my neighbors and I have to put up with it; and if the answer is "yes", then feel free to move them in.

Thank you for your time.

Sincerely,

Christopher A. Berg



**From:** [Havalah Noble](#)  
**To:** [City Council](#)  
**Subject:** No Camping Ordinance  
**Date:** Thursday, June 29, 2023 12:26:13 PM

---

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

Please do not introduce penalties for the unhoused community for simply trying to live by creating laws that prohibit camping. Instead, create a shelter and support ways affordable housing, especially with pets can be attained.

Thank you,

Havalah Noble



**From:** [Jacob Nau](#)  
**To:** [City Council](#)  
**Cc:** [kim siebens](#)  
**Subject:** Regarding Camping Ban  
**Date:** Sunday, July 2, 2023 2:54:13 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello esteemed Bremerton City Council folk

My name's Jake Nau. I am a homeless Outreach worker with Comprehensive Life Resources in Tacoma Washington. I'm writing to share with you what an embarrassing hindrance Tacoma's recently passed camping ban has been to my work and the general existence of people experiencing homelessness in Tacoma.

The job of homeless outreach is basically three fold, 1) we keep folks experiencing homelessness from dying, we find them and make sure they have enough food, water, clothing and medical supplies to stay alive another day 2) we get to know people experiencing homelessness, we learn their names and stories, build rapport and relationships built on trust 3) we accompany them toward hope, reconnect them to solutions; we use that trusting relationship we've built to help them accomplish their goals, which usually include employment, MH and SUD services and housing.

# 3 rarely happens without # 2. #2 has become ridiculously hard, far more difficult since our city started sweeping folks all over the city, which has led to #1, homeless folks dying.

It's actually that simple. I could give example after example after example but I won't because I'm really tired because my city has made my job way more difficult and the life's of their homeless citizens way more dangerous.

Please choose differently.

Jake Nau

**From:** [Jennifer Adams](#)  
**To:** [City Council](#)  
**Subject:** Homelessness  
**Date:** Thursday, June 29, 2023 4:52:05 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please decriminalize homelessness. Stop making it harder on these individuals and come up with some helpful solutions. My daughter and I were homeless back in 2017/2018. It's very difficult and humiliating. Where do you expect people to go? Times are hard around here.

I have a good job now and can still barely afford to live. Rent prices are literally insane for the average person. Solutions! Not more problems! Please help.

Jennifer Adams

**From:** [Jolinda Eckard](#)  
**To:** [City Council](#)  
**Subject:** camping ban  
**Date:** Thursday, June 29, 2023 12:48:07 PM

---

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

On top of everything else like high housing costs, making illegal drugs ok now you want to put a ban on camps for those who can not afford the ridiculous amount of rent this county charges. We have working families who can not afford housing and I am one of them who is in that category due to counties greed!!! Mayor wheeler I met you about 3 years ago and you told me at that you were working on “affordable housing” and the high cost of rent. And that was a lie. All I have seen since that time is more housing going up all over making our once beautiful city look a mini Seattle!!! I hope none of you on this council and Mayor wheeler ever have to face homelessness because of this city and counties greed. How about focusing on some real issues and not trying to make us Seattle!! Shame on you mayor wheeler!!!!

Sent from my iPhone

**From:** [Guyt, Juliana](#)  
**To:** [City Council](#)  
**Subject:** Anti-camping  
**Date:** Friday, June 30, 2023 9:05:57 AM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I was recently made aware that there is an effort to ban camping in Bremerton in an attempt to hide or displace homeless folks. What is the proposed solution if this action is taken? Where are these individuals supposed to go if they cannot camp?

I hope to hear back about the solutions being pursued.

Best,  
Juliana

**From:** [Kelsey Stedman](#)  
**To:** [City Council](#)  
**Subject:** Opposition to new anti-camping ordinance  
**Date:** Monday, July 3, 2023 9:06:28 PM

---

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Bremerton City Council,

I am writing to oppose amendments to the current ordinance to make it align with the Martin ruling but continue to penalize people who have no other options. Only allowing camping at night would lead to loss of belongings and lack of safety. As a nurse who has worked with many of the folks downtown, I know they look out for each other, sleep during the day or in shifts for safety, and many of them have chronic physical health issues that limit their ability to walk more than a short distance. There are no shelter beds available and some even qualify for long term care facilities due to their disabilities but nowhere will accept them due to their homelessness and/or histories. As the weather warms, and we head into wildfire season, forcing people to move and pack around all their personal belongings is unhealthy and unsafe for these community members.

Any changes to the ordinance would be more punitive than the current options because the current ordinance cannot be enforced.

I am supportive of finding options for port-o-potties, access to sharps containers and clean syringes, and naloxone. Until there are additional shelter options, it is inhumane to deny people a place to sleep and rest in the safest place they can find.

Best,

Kelsey Stedman, RN, MSN

**From:** [Lindsey Gearllach](#)  
**To:** [City Council](#)  
**Subject:** Homeless ordinance  
**Date:** Monday, July 3, 2023 10:11:54 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Bremerton City Council,

I am a lifelong Kitsap County resident. I will keep this short and sweet.

Why are we criminalizing people that already facing inequity? Find ways to help the homeless community and stop treating them like subhuman beings. Just remember, each one of us is a paycheck away from becoming just like them. And how would you want to be treated if that was the case?

Lindsey Gearllach  
Poulsbo, WA



**From:** [Matt Frost](#)  
**To:** [City Council](#)  
**Subject:** Homeless  
**Date:** Sunday, July 2, 2023 9:48:33 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

My name is Matt Frost and I am a resident on DR ML KING WAY. I have live here for over two years now and it has gotten worst. Last October I took a job as a night shelter worker at the Salvation Army. In that time I was able to build a lot of relationships with all of our clients. We had clients that were drug addicts, mentally unstable and people that just fell on bad times.

As the closing 2 months came Salvation Army was finding housing for everyone that wanted it. And most of them got housing. What we have here on my street are drug addicts that didn't want housing. They don't care about anyone but them self's. They throw trash in front of the complex And all over the street! You can't even walk on the side walk because they have taken over that. We have sex offenders living in those tents when we have children living on our street.

Like I said the homeless that are on ML KING way was given the chance to find housing through The Salvation Army and they chose the streets. Where does the community have a voice? People are moving out from where I live and not moving in, because of those tents on the street. I love Bremerton and it is a great town and community. But it's not fair to tax payers and people that pay a lot of money to live here.

I am tired of watching people doing there drugs in the open. Watching them sell there drugs in the open. Watching BPD driving bye like it's no big deal. This is a big deal! I am 100 %for the camping band! People overdose not once not twice and still don't get it. There is only so many times you can go and help them.

I know people are writing the city to stop from removing them from the street. The ones that are being a voice for this only come down here for like 30 mins at a time. Try asking people that live 24-7 on this street. There has to be a solution to this madness. The BPD aren't design to deal with intervention strategy dealing with people in crisis. We need to have other systems in place to deal with the homeless. What is the solution? It's not going to get better. Let's make Bremerton great again!

Thank for your time  
Resident of Bremerton  
Matt Frost



**From:** [Mike Fairchild](#)  
**To:** [City Council](#)  
**Subject:** Anti camping laws  
**Date:** Thursday, June 29, 2023 2:56:29 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I once again find myself very surprised by the actions or proposed actions of our city council. I am a homeless person in Kitsap county. I do not do drugs or drink alcohol I don't have a criminal record and until I became disabled I was a housed tax paying resident in Kitsap county. Now that I am disabled I can't afford to rent anywhere and I have been on a wait list for over five years. My name got called as I was in the hospital hooked up to life support and when I was in good enough condition to respond and do the required paperwork for my affordable rent place it was to late and I was told I would be the very next person to get housed. This was over three months ago and somehow I am now the second name on the list. I lost a spot and my place no fault of my own. The housing situation is horrible and I guess lucky for me I am not camping where you can find me and throw out all my things then not offer me any real solutions. Criminalizing homelessness with no solutions available is not the way to help people. Where are the shelters and where are the places those in my situation can live? If I become a criminal because I became disabled and now can't afford my rent what do I do while waiting for Bremerton housings wait list to re open or have a place where I can rent? This making camping illegal is not fixing the problem and the cost of paying for someone's stay in jail to taxpayers is not cheap at all. Besides the fact that the homeless person who gets all their belongings thrown away by the state when they get arrested. It is the worst possible way to treat a person who is already feeling like less than a human from all the other crap our community puts us homeless people through. How about you try and do what you would want someone to do to you if you found yourself in their situation.

Thank you

Mike Fairchild

**From:** [molly.rose.brooks42@gmail.com](mailto:molly.rose.brooks42@gmail.com)  
**To:** [City Council](#)  
**Subject:** no anti camping ordinances  
**Date:** Friday, June 30, 2023 4:44:29 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please do not enact anti camping ordinances. Our unhoused neighbors have no where to go. They need services and to get services service providers need to be able to find them. It is inhumane to kick them out of where they are living. When camps are cleared out people lose all their belongings and they have precious few belongings. This can result in people losing their only tent and therefor the roof over their head. Getting arrested for camping can give unhoused people a record which can be detrimental for them later on when they apply for a job or in other situations where they need a background check. We have plenty of public spaces we can make available for people to camp.

Sincerely,

Molly Brooks

**From:** [Robin Henderson](#)  
**To:** [City Council](#)  
**Subject:** Camping ordinance  
**Date:** Friday, June 30, 2023 2:55:54 PM

---

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I will confess that I'm not fully up to speed on this issue. But I would like to let our mayor and city council know that I support the efforts of Kimmy Siebens and oppose , an anti camping ordinance.

Robin Henderson.

Sent from my iPhone

**From:** [Robin Hills](#)  
**To:** [City Council](#); [Greg Wheeler](#)  
**Subject:** Anti-Camping Ordinance  
**Date:** Friday, June 30, 2023 10:27:43 AM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Bremerton City Council and Mayor Wheeler,

I am a medical student and a resident of Lake Forest Park in King County, Washington. I am writing with my concern regarding the anti-camping ordinance in Bremerton. Although I understand the challenges that must come with having unhoused people in Bremerton, creating and upholding anti-camping laws only forces unhoused people into the surrounding areas that also do not have enough infrastructure to support them. This tactic also penalizes these individuals creating yet another barrier to getting back on their feet.

I urge you to consider alternatives to aid this vulnerable population rather than forcing them out of the area. I would also ask that you consider the strong military presence in Bremerton and think of the unhoused veterans, who no longer serve us, but who still need our continued support.

As a future physician I dream of a Washington where no person goes without a stable place to live, access to basic needs, or to preventative healthcare measures. I hope that you are able to act with compassion on this matter and work to come up with an equitable solution to support stable housing for individuals without enacting an anti-camping ordinance in the interim.

Best,  
Robin

**Robin Hills Von Davies**  
Master of Medical Science, 2020  
Master of Reproductive Clinical Sciences, 2022  
MD, 2026 (expected)  
206.920.6144 | [robinvondavies@gmail.com](mailto:robinvondavies@gmail.com) | [robinhills@gmail.com](mailto:robinhills@gmail.com)

**From:** [Tina Mari Fox](#)  
**To:** [City Council](#)  
**Subject:** Consideration  
**Date:** Saturday, July 1, 2023 4:59:56 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As you consider a ban on camping as a solution to turning your back on our homeless population, I remind you every.single.human. is a single poor decision or a single life changing event away from being homeless. How we treat or care for our society's most vulnerable is a reflection of our inner heart. Let's find another solution...homelessness is NOT a crime, it is a tragedy. Wouldn't it be less expensive to focus on mental health and addiction services, education and job training...and by expensive, I don't just mean monetary cost. I would like to believe that I live in a community that looks for solutions, rather than trying to exterminate/eliminate/shut out those whose only crime may be not having a place to shelter that we deem acceptable.

Tina Fox  
2058 E 16th St  
Bremerton, WA

Sent from Samsung Galaxy smartphone.  
Get [Outlook for Android](#)



**From:** [Patricia Morris](#)  
**To:** [City Council](#)  
**Subject:** Anti-camping Letters  
**Date:** Friday, June 30, 2023 4:31:39 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please do not enact anti-camping ordinances. They are inhumane, ineffective and counter-productive. Instead establish research based policies that provide services and appropriate housing solutions. This will benefit our unhoused neighbors as well as the whole community of Bremerton.

Patricia Morris

---

From: Patricia Morris <pmorris1015@yahoo.com>  
Sent: Friday, June 30, 2023 4:53 PM  
To: City Council <City.Council@ci.bremerton.wa.us>  
Subject: Homelessness

As a community member I strongly am opposed to anti-camping ordinances. They are inhumane, ineffective, and counter-productive. Research demonstrates that these draconian approaches exacerbate the problem by discouraging this vulnerable population from seeking services. Anti-camping policies are detrimental to the whole community.

Patricia Morris

---

From: Patricia Morris <pmorris1015@yahoo.com>  
Sent: Friday, June 30, 2023 5:55 PM  
To: City Council <City.Council@ci.bremerton.wa.us>  
Subject: Anti-camping ord

I am in strong opposition to anti-camping ordinances. They are inhumane, ineffective, and counter-productive. Research supports the fact that such policies exacerbate the homelessness by further marginalizing this vulnerable population making services less accessible. Let's find real solutions such as affordable housing, better health-care and substance abuse treatment. Anti-camping ordinances are destructive to our entire community.

Patricia Morris

**From:** [Patricia Morris](#)  
**To:** [City Council](#)  
**Subject:** Anti-camping Letters  
**Date:** Friday, June 30, 2023 4:31:39 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please do not enact anti-camping ordinances. They are inhumane, ineffective and counter-productive. Instead establish research based policies that provide services and appropriate housing solutions. This will benefit our unhoused neighbors as well as the whole community of Bremerton.

Patricia Morris

---

From: Patricia Morris <pmorris1015@yahoo.com>  
Sent: Friday, June 30, 2023 4:53 PM  
To: City Council <City.Council@ci.bremerton.wa.us>  
Subject: Homelessness

As a community member I strongly am opposed to anti-camping ordinances. They are inhumane, I effective, and counter-productive. Research demonstrates that these draconian approaches exacerbate the problem by discouraging this vulnerable population from seeking services. Anti-camping policies are detrimental to the whole community.

Patricia Morris

---

From: Patricia Morris <pmorris1015@yahoo.com>  
Sent: Friday, June 30, 2023 5:55 PM  
To: City Council <City.Council@ci.bremerton.wa.us>  
Subject: Anti-camping ord

I am in strong opposition to anti-camping ordinances. They are inhumane, ineffective, and counter-productive. Research supports the fact that such policies exacerbate the homelessness by further marginalizing this vulnerable population making services less accessible. Let's find real solutions such as affordable housing, better health-care and substance abuse treatment. Anti-camping ordinances are destructive to our entire community.

Patricia Morris

---

From: Patricia Morris <pmorris1015@gmail.com>  
Sent: Monday, July 3, 2023 9:21 PM  
To: City Council <City.Council@ci.bremerton.wa.us>  
Subject: Anti-camping ordinances and sanitation facilities

I am strongly opposed to anti-camping ordinances. They are inhumane and counterproductive. It further marginalizes this vulnerable population and prevents them from seeking services. Real solutions such as mental health services and affordable housing need to be established. As a temporary solution, bathroom facilities need to be provided for the currently unhoused members of our community.

Thank you.  
Patricia Morris

**From:** Eric Kneebone <edkneebone@gmail.com>  
**Sent:** Wednesday, July 5, 2023 7:30 AM  
**To:** City Council <City.Council@ci.bremerton.wa.us>  
**Subject:** Encampments

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To members of the city council:

As a resident of MLK Way, I wish to state my support for a no camping ordinance.

The street people on MLK way have made walking down the street a hazardous undertaking at all hours of the day or night. The sidewalks are impossible to walk due to the debris, collection of wheelchairs and bicycles, and occasionally people laying across the route. I've never seen so many rats on the street as I have since the shantytown was reestablished this latest time.

Every time people choosing street living have been helped or removed, no action has been taken to address the unsafe conditions of camping on MLK way - namely encouraging people to camp where facilities are available to support them. Placing of eco blocks, Requiring vehicles to be licensed and registered to park on the street, and not allowing tents or makeshift shelters to be constructed are means to prevent this once the street people have been helped.

I do not wish to see sleeping on the streets criminalized. Erecting shanties and establishing tent residences should be.

Please pass an ordinance to address the tents and trash and rats and mess.

Eric Kneebone

**From:** [georgiagatzke@comcast.net](mailto:georgiagatzke@comcast.net) <[georgiagatzke@comcast.net](mailto:georgiagatzke@comcast.net)>

**Sent:** Tuesday, July 4, 2023 4:17 PM

**To:** City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>

**Subject:** Upcoming Meeting About Encampments as shown in Kitsap Sun on Monday 7/3/23.

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I just heard about this meeting to be held on 7/5/23 but I will be out of town. I wanted my thoughts on record.

I acknowledge that I am no expert on the homeless situation in Kitsap County and City of Bremerton. However, I believe every one of us needs to voice concerns and what we would like to see happen.

I definitely want homeless people to have a safe place to go. I want it to be supervised and monitored so that wherever it is does not become “just another problem place.”

I do not want people to be allowed to camp/park/etc on public or private property.

I want anyone who wants to take advantage of any housing or safe-monitored camping space that the city/county/state provides to have to undergo an evaluation for mental health, drugs, (notice I did not say anything bad about their possible drug addiction – the provider should simply have ALL the info), job skills, and also people who take advantage of such places should not be allowed to move to Washington from other states just to take advantage of those provisions. So some kind of proof of having already lived in the state for some period of time needs to be in effect. I am not saying this to be punitive. It is simply not possible for Washington to be everything to every homeless person in the nation. We must draw the line to be able to deal with the number we CAN deal with. I also would want to see firm limits on the amount of time a person can live in such a space before they would be required to meet certain standards – such as having achieved a job, regular attendance at counseling with documented progress, etc. This would be what I call cooperation on both sides and create a situation where the previously homeless person would have to be part of the solution.

I do not wish to be heartless nor unhelpful. However, I also think that this business of having people camping wherever they want and making messes and creating dangerous situations CANNOT CONTINUE OR BE ALLOWED.

I also apologize that I do not have a solution to put forward. I realize that complaining without proposing concrete solutions is not morally acceptable.

Please have my thoughts recorded as part of the meeting.

Thank you,  
Georgia Gatzke

**From:** Lilly Deerwater <lilly@wpsr.org>  
**Sent:** Wednesday, July 5, 2023 10:44 AM  
**To:** City Council <City.Council@ci.bremerton.wa.us>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>  
**Subject:** Washington Physicians for Social Responsibility Urges You Not to Criminalize Camping

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Bremerton City Council & Mayor Wheeler,

We at Washington Physicians for Social Responsibility urge you to decide against criminalizing camping in Bremerton. Anti-camping ordinances worsen homelessness. By criminalizing people who are unhoused, you make it more difficult for people experiencing homelessness to secure housing. By adding the barrier of a criminal record, you ensure people will remain homeless for longer, adding to the problems of your city and those who live in it.

Please decide against perpetuating homelessness in your city simply for the sake of appearances. By focusing on solutions such as housing and services instead, you have the opportunity to address homelessness, rather than prolong this crisis and cause damage to the health and wellbeing of people who are already struggling.

Thank you,  
Lilly Deerwater, Economic Inequity & Health Program Manager  
On Behalf of Washington Physicians for Social Responsibility

--

**Lilly Deerwater** (she/her/hers)  
Economic Inequity & Health Program Manager  
Washington Physicians for Social Responsibility  
**Email:** [lilly@wpsr.org](mailto:lilly@wpsr.org) | **Phone:** 206.547.2630  
**Visit us:** [wpsr.org](http://wpsr.org) | **Join us:** [Become a member](#)  
**Donate:** [Support our work](#) | **Learn more:** [Sign up for emails](#)



**From:** Neal Foley <[nealfoley1021@gmail.com](mailto:nealfoley1021@gmail.com)>  
**Sent:** Tuesday, July 4, 2023 7:01 PM  
**To:** City Council <[City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us)>  
**Cc:** [nealfoley1021@gmail.com](mailto:nealfoley1021@gmail.com)  
**Subject:** Please no Anti Camping Ordinances

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My name is Neal, I am a resident of the City of Bremerton in District 5.

I am adamantly opposed to criminalizing homelessness and/or mental illness.

I strongly urge the City Council to repeal, in its entirety, the current no camping ordinance. It is non enforceable and useless.

Please signal a new beginning with an entirely new code dealing with homelessness and mental illness in this community in a positive educated way.

Let's deal with this problem instead of sweeping it off our streets with no action because it is ugly and hard. This is not a temporary problem it is here to stay.

We have VERY highly educated experts like those in the Bremerton Homeless Community Coalition right in our midst. Let's stand behind these people and let them guide us with facts and knowledge rather than making decisions based on biases and hearsay.

I would ask our City Council and Mayor to be proactive and support the experts in this field 100%. Move forward with THEIR knowledge as our guide.

**From:** Susan Brooks-Young <sjbrooksyoun@gmail.com>

**Sent:** Wednesday, July 5, 2023 11:17 AM

**To:** City Council <City.Council@ci.bremerton.wa.us>; Susan Brooks-Young <sjbrooksyoun@gmail.com>

**Subject:** Addressing the need for shelter in Bremerton

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I am aware that the subject of a new city ordinance related to where and when people may (or may not) sleep is on the agenda for this evening's city council meeting. I find it very disconcerting that the mayor would apparently suggest circumventing *Martin vs. Boise* and that council would consider doing this **(Bremerton won't clear encampments, so council opens discussion on changes to current law**, Kitsap Sun, July 3, 2023).

As a resident of downtown Bremerton, I am well aware of the concerns raised when unhoused people are forced to resort to living outdoors. However, I am also aware that every society will always have a segment of its population who, for whatever reason, needs assistance accessing the most basic needs - food, clothing, and shelter. Part of the social contract is establishing systems to ensure that these people's basic needs are met. We can either acknowledge that reality and actually take steps to do something about it or we can continue to blame the unhoused for their life circumstances and punish them by refusing to ensure they have access to basics. For example, one frequently cited issue with the encampment on MLK Way is that human waste is everywhere. The city funded installation of a portable toilet months ago. Where is it? And where are these people supposed to relieve themselves when there are no public restrooms and they are locked out of the Marvin Williams Center?

I would hazard a guess that it is less expensive overall to ensure that everyone has access to food, clothing, and shelter than it is to mitigate all the negative outcomes of refusing to do so including crime, spread of disease, the cost of shuffling people from one location to another, etc.

As such, I encourage city council and the mayor to quit spending time and resources trying to figure out how to punish the unhoused and start spending that time and those resources to figuring out systemic ways to identify and implement humane solutions. These are human beings and deserve much better treatment than they are currently receiving.

Thank you,

Susan Young  
Bremerton

--

SJ Brooks-Young Consulting

Telephone: 951-202-2042

Web site: [www.sjbrooks-young.org](http://www.sjbrooks-young.org)

Twitter: @sjbrooksyoun

Facebook Business Page: [www.facebook.com/SjBrooksYoungConsulting](https://www.facebook.com/SjBrooksYoungConsulting)

"I've learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel."

Maya Angelou



# Bremerton won't clear encampments, so council opens discussion on changes to current law



**Phillip Chin**  
Kitsap Sun

Published 8:57 a.m. PT July 3, 2023



A person with a guitar heads toward a tent pitched in front of the forest mural on the MLK Way facing side of the vacant building planned as a new medical respite facility for Peninsula Community Health Services, in Bremerton on Thursday. The city acknowledges its ordinance that prohibits unauthorized camping is not being enforced, and now the city council is opening a discussion over revisions and other needs that may help address the number of people living unsheltered. *MEEGAN M. REID/KITSAP SUN*

“It’s getting worse,” said Reuben Wilkins, a barbershop owner and cook for the Marvin Williams Recreation Center. “Garbage, poop, piss. They get butt naked behind the building.”

Wilkins does not blame the people who live in the large encampment on the MLK Way sidewalk, just feet away from the Marvin Williams Recreation Center, a gleaming facility that opened in 2018. Instead, most of his anger is directed toward Bremerton’s city government.

“The city is definitely inactive on this ... They’re not talking to us,” said Wilkins.

“These kids should be able to grow up and have some protection,” added Tovi Wilkins, who runs a summer program for children at the center. Staff usually keep most of the doors locked. They had to turn off the fountain in front of the building because people were washing themselves in it. Reuben Wilkins has found needles nearby.

Parents still bring their children for summer camp, but the one question that they want to know is “What is the city doing?” said Wilkins. She reemphasized the question: “What is the city doing?”

When the Salvation Army closed its overnight shelter on May 1, the city was left without any emergency shelter beds. According to the city's reading of a Ninth Circuit Court ruling from 2019 known as *Martin v. Boise*, a lack of shelter availability makes it illegal to clear encampments. Over the past two months, the encampment on MLK Way, just a block behind the Salvation Army and near where the former Kitsap Rescue Mission was located, has grown. On Friday, approximately a dozen tents could be seen on the sidewalk between Park Avenue and Warren Avenue, along with shopping carts and assorted personal items.

“[T]o clear an encampment is not legal,” said Bremerton Mayor Greg Wheeler. Although Bremerton has a municipal code for “unauthorized camping,” which bans camping “in any park or other public place,” the ordinance can no longer be enforced now that there are no available shelter beds. When asked whether the Bremerton Police Department

cites residents for unauthorized camping, Wheeler replied, “As a rule, no.”

When the Kitsap Rescue Mission or the Salvation Army's temporary shelter were open, officers could direct people who are homeless there. “Now we don’t have a place for them to go anymore,” said Wheeler.

Right now, Wheeler identifies two projects for Bremerton’s government which could address the MLK Way encampment. First, Bremerton must create a new shelter. Wheeler said the city has picked a location and partners, but he must get funding from the state before he can share a timeline for opening.

Second, Wheeler urged the Bremerton City Council to create a new ordinance which would not violate *Martin*. The new ordinance could ban camping on MLK Way or restrict camping to nighttime hours, so that the street would have to be clear during the day.

Last Wednesday, the City Council discussed the possibility of changing the current ordinance. On July 5, the council will hold a public hearing on the issue during its regular meeting, scheduled for 5:30 p.m. at the Norm Dicks Government Center.

Initially, council members were hesitant to even discuss the issue, because they were afraid that the public could perceive them as being too punitive without offering any housing solutions.

“Before we get any more aggressive ... we better know what we’re doing as far as providing adequate support,” said Councilmember Denise Frey.

Frey also raised concerns about the optics of spending time changing an ordinance while a portable toilet that the council allocated \$10,000 for has still not been installed on MLK Way. "This is for the administration," Frey said. "Fix it!"

City attorneys have reassured the council that any change to current ordinance would be less punitive, as the current code is a blanket prohibition on camping.

Councilmember Eric Younger began to understand why Wheeler and the lawyers were pushing for the change. "I have a sinking feeling that we don't enforce it at all," said Younger.

Even if the language of the new ordinance is less punitive, in practice it will be more punitive than an ordinance which is rarely enforced.

Kimmy Siebens, founder of the Bremerton Homeless Community Coalition and a nurse on the task force with Washington Physicians for Social Responsibility, argued against any new law which would allow the city to criminalize and move people who are homeless.

"They're focusing on hiding people, pushing them to the margins of society," said Siebens, "... every single person on MLK Way has no place to go."

Siebens pointed to other cities that have passed new ordinances where people who are homeless hide from police and no longer trust social workers, which makes it more difficult to connect them with any resources that could help.

Siebens argued that any kind of criminal penalty is short-sighted and distracts from the need to address more complex issues that lead people to become unhoused.

“The mayor wants to get rid of this unsightly thing,” she said.

According to Siebens, new ordinances have been created without real knowledge of what it means to be homeless. For example, Longview and Portland ban daytime camping, but Siebens said that many people who are homeless sleep during the day because they need to be alert at night to protect themselves from the increased risk of assault.

“They do keep each other safe,” said Siebens, “This camp is no different than a neighborhood.”

Siebens does understand the concerns of parents and staff from the Marvin Williams Center. “If we’re going to put a Band-Aid on it, let’s give them a toilet,” she said in an interview. Many in the community agree and are frustrated that money has already been set aside, but nothing has been done.

According to Wheeler, the city had not determined a safe way to install the port-a-potty without blocking the street or the public right-of-way.

“This talk about the port-a-potty is serious, but almost comical,” said Younger.

7/5/2023

To whom it may concern:

This letter is in response to the proposed ordinance regulating the time place and manner of tents being used on public property to protect individuals experiencing involuntary homelessness.

My name is Joslyn and I am with the Bremerton Prayer Walk. During the past 3.5 years, we have consistently been fellowshipping with many of the individuals this ordinance will have a devastating effect.

There are numerous issues with the course of action, but the most important is that we are going to lose many individuals, the majority are involuntarily homeless or fleeing violent and dangerous situations.

Furthermore, this type of ordinance is incredibly erroneous in many of the assumptions utilized in identifying this type of ordinance. First, many individuals who survive on the streets do not sleep during the evening hours as they stay awake for protection and sleep in intervals to protect themselves. By requiring they sleep during the most dangerous time so they can pack up by early dawn, they are suggesting they put themselves even more at risk.

Additionally, they assume individuals residing on the street have the means to pack up and move their belongings. This is absolutely absurd. Many individuals who face these current conditions have physical and mental restrictions preventing compliance. Our most vulnerable will become even more vulnerable

There are incredulous constitutional concerns, substantial mental health and addiction concerns, and it may be the most blatant attempt to hide one of the most pressing concerns facing this city...the growing homelessness crisis. This is not a unique problem, however, the solution being presented before this committee is taking this city down an incredibly dangerous path.

First, the time place and manner restrictions proposed will fail any type of judicial scrutiny. First, the courts have indicated that homelessness is protected as political speech under the 1st amendment. This means that any ordinance restricting the time place or manner restriction to be strictly scrutinized and in order to be upheld it requires the government to show the following:

1. content neutral (that the government does not outlaw content specific viewpoints)
  - a. **(are we requiring mothers with sunshades protecting children to move, are we requiring organizations that place sun covers as booths etc. to be moved?) ... the answer is clearly NO...this is only for homeless individuals.**

2. (2) narrowly tailored to serve a governmental interest (i.e., cannot be overly broad to regulate more than what is necessary to achieve government interest like, for example, public safety),
  - a. **I completely understand there are substantial concerns for businesses and the public, but placing additional burdens on our most fragile and vulnerable population is not the answer.**
3. (3) ample alternative means to express ideas.
  - a. **THERE ARE NO ALTERNATIVES!!!**

The right to remain in public space is both a universal right that all Americans value dearly and a bulwark against deprivations that have starkly affected homeless people throughout history and, to a particularly dire extent, today. We treat refugees with more compassion than we do our own citizens.

We are well aware there is strong precedence indicating that criminalizing homelessness violates the 8th amendment of the united states constitution. In *Jones v. City of Los Angeles*, the leading case decided in favor of this view, the Ninth Circuit stated that “we understood *Robinson* to stand for the proposition that the Eighth Amendment prohibits the state from punishing an involuntary act or condition if it is the unavoidable consequence of one’s status or being.”

The unavoidable consequence of this particular ordinance is that people are going to die if we cannot find them to help find the appropriate services to help them. We will be unable to bring food to them, much needed living supplies, water, first aid supplies, etc. We know there is safety in numbers and those live on the streets and if people are constantly getting dispersed, more people will become isolated and even more vulnerable resulting in an increase in violent assaults, rapes and death.

I hope and pray this committee and this city can take a different approach to solving this problem and look for solutions instead of trying to find loopholes in existing laws to make life more difficult. To treat all with dignity is what this city should be striving for, instead isolating and hurting the vulnerable.

Joslyn Snow



From: sggriffith@fastmail.com <sggriffith@fastmail.com>  
Sent: Wednesday, July 5, 2023 4:28 PM  
To: City Council <City.Council@ci.bremerton.wa.us>  
Subject: Anti-camping

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the Council:

I believe part of your mission is to care for the health and well being of the people of Bremerton. Were we to experience a natural disaster, I know you would all be out there doing your best to save us from the fire, flood, or wind. Afterwards, you would help us construct temporary housing and preparing food and gathering blankets to care for us until we could start living normal lives again.

The homeless disaster has gone on too long, and our humanitarian impulses have diminished. Imagine how the homeless must feel -- for some of them, it's been a very long time indeed. To help them, we need to move through the morass of funding, social policy, urban planning, and all the other wearing practices of modern life.

Solving homelessness is really hard! But that's a big part of your job at the moment.

A lot of solutions have been proposed, and some of them are pretty good. Find the money -- people are making money from real estate; they have to share it. It wouldn't hurt that bad. Tiny homes are cheap. We can detox and clean up the old Harrison Hospital -- my goodness, what a view!

Don't give up on kindness and good works. And fix the darn public toilet!

Suzanne Griffith, District 1  
[sggriffith@fastmail.com](mailto:sggriffith@fastmail.com)

**From:** [kim\\_siebens](#)  
**To:** [City Council](#)  
**Subject:** Public Comment on Anti-Camping Ordinance July 5 2023  
**Date:** Wednesday, July 5, 2023 6:10:07 PM

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bremerton City Council Members,

My name is Kimmy Siebens. I am A 17 year resident of Bremerton, a Registered Nurse, a non profit founder, a community organizer, and a task force member representing Washington State Physicians for Social Responsibility.

Today, I am speaking to shed light on a decision that is not only morally bankrupt but also displays a complete lack of compassion by many of our city council. We are facing a proposal that would amend an already unconstitutional anti-camping ordinance, effectively criminalizing the most vulnerable citizens of our town. I am appalled, disgusted, and deeply saddened by the council's decision to consider turning their backs, even more, on those who need our help the most.

Let me be unequivocally clear: this revised ordinance will not be a solution; it will be a heartless attack on those who already face immense challenges in their lives. Instead of offering support, the council would be punishing individuals who have fallen on hard times, pushing them further into the dark. Do we truly believe that criminalizing poverty and medical issues is the answer?

Homelessness is not a choice; it is a complex issue rooted in a multitude of societal problems such as lack of affordable housing, unemployment, mental health, and addiction. Our city council should be addressing these root causes rather than exacerbating the suffering of those who already endure unimaginable hardships.

By creating an amendment to this ordinance, the council would be sending a message that it is acceptable to turn a blind eye to the suffering of our fellow citizens. This would show a complete disregard for human dignity and basic human rights. We cannot claim to be a compassionate community if we allow this to pass, unchallenged.

Let us not forget that homelessness affects people from all walks of life - These are not faceless statistics; they are our neighbors, friends, and community members. Criminalizing homelessness does not magically make it disappear. It shifts the problem from sight, sweeping it under the rug and perpetuating a cycle of poverty and despair.

Instead of investing in punitive measures, the council should be investing in affordable housing, mental health services, or, to start, a simple porta potty so people can use the restroom in a law abiding way. These are the true solutions that will uplift our community and save us more financially in the long run.

I am urging this council to reconsider this cruel and misguided idea.

Your duty is to represent all citizens, not just those who are privileged and fortunate or can make the city council meetings.

In closing, I implore each and every one of you to join me in opposing this ordinance and any amendments. Demand that this be repealed like it should have in 2018 when it was deemed to be unconstitutional. We have to stop all of these distractions and focus on the real issues at hand.

Kimmy Siebens RN

Economic Inequity and Health Task Force Member, Washington Physicians for Social Responsibility, [www.wpsr.org](http://www.wpsr.org)

President, Their Voice  
<http://www.their-voice.org>

Founder, Bremerton Homeless Community Coalition  
<https://www.facebook.com/groups/bremertonhomeless>

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**B6**

---

**SUBJECT:**

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

Study Session Dates: July 12, 2023  
June 28, 2023

COUNCIL MEETING Date: July 19, 2023

Department: City Council

Presenter: Council President  
Jeff Coughlin

Phone: (360) 473-5280

**SUMMARY:**

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

**ATTACHMENTS:**

- 1) Resolution No. \_\_\_\_\_ with Exhibit A Council Rules & Procedures; 2) Proposed updates; and
- 3) Agenda Bill Policy

**FISCAL IMPACTS (Include Budgeted Amount):** None.

**STUDY SESSION AGENDA:**

Limited Presentation

Full Presentation

**STUDY SESSION ACTION:**

Consent Agenda

General Business

Public Hearing

**RECOMMENDED MOTION:**

Move to approve Resolution No. \_\_\_\_\_repealing Resolution No. 3349; and adopting new Bremerton City Council Rules & Procedures.

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

Form Updated 11/09/2021

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

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

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

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

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

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

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

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

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

PASSED by the City Council of the City of Bremerton, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

APPROVED AS TO FORM:

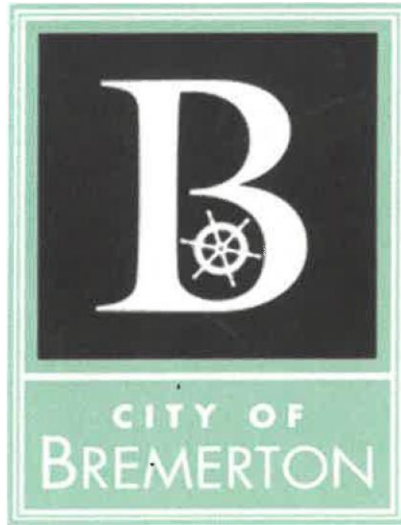
ATTEST:

\_\_\_\_\_  
KYLIE FINNELL, City Attorney

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

# Bremerton City Council

## Rules & Procedures



CONTENTS

**RULE 1 - MEETINGS .....3**

**RULE 2 - PRESIDING OFFICER - DUTIES.....5**

**RULE 3 - COUNCIL MEMBERS .....6**

**RULE 4 - AGENDA CONTROL .....6**

**RULE 5 - REGULAR COUNCIL MEETINGS - ITEMS OF BUSINESS .....7**

**RULE 6 - DEBATES .....8**

**RULE 7 - PARLIAMENTARY PROCEDURE .....8**

**RULE 8 - ORDINANCES - RESOLUTIONS .....8**

**RULE 9 - MISCELLANEOUS .....9**

**RULE 10 - COUNCIL EXPENSE REIMBURSEMENT .....11**

**RULE 11 - QUASI-JUDICIAL HEARINGS.....11**

**RULE 12 - CLOSED RECORD HEARINGS .....12**



## **RULE 1 - MEETINGS**

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

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

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

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

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

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

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

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

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

See RCW 42.30.110 for complete itemization of Executive Session topics.

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

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

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

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

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

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

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

## **RULE 2 - PRESIDING OFFICER - DUTIES**

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

The Council President shall:

(a) Preserve order and decorum during meetings; and

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

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

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

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

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

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

(a) Standing Committees:

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

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

the Council President; and

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

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

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

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

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

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

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

### RULE 3 - COUNCIL MEMBERS

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

### RULE 4 - AGENDA CONTROL

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

reject any agenda item not complying with this procedure, or allow items to be added to Study Session or Regular Business meetings with exceptions granted on a case-by-case basis. Upon presentation at a Study Session, the Council as a whole may (a) decline further consideration, ~~or~~ (b) request information or changes before further consideration, or (c) place the item on a Regular Business meeting Consent Agenda, or under Public Hearing or General Business.

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

## **RULE 5 - REGULAR COUNCIL MEETINGS - ITEMS OF BUSINESS**

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

- (a) Call to Order  
-Pledge of Allegiance (*for special occasions*)
- (b) Mayor's Report (per §19(5) of City Charter)
- (c) Consent Agenda
- (d) Public Recognition (30 minutes max; may continue after General Business)
- ~~(d)(e)~~ Response to Public Recognition (2 minutes max per Councilmember)
- ~~(e)(f)~~ Public Hearings
- (g) General Business
- ~~(f)(h)~~ Continuation of Public Recognition (if needed and as time allows)
- ~~(g)(i)~~ Council Member Reports (5 minutes max per Councilmember)
- ~~(h)(j)~~ Adjournment

**2. Study Session:** The Study Session shall meet in the designated Council Conference Room, unless a different location is so designated, on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday of each month at 5:00 PM or at such other day and time as designated by ordinance. The Study Session shall consist of the following items with the sequence and any other added items as determined by the Council President:

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

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

4. **Consent Agenda Items:** Any Council member may request a Consent Agenda Item be moved to the regular agenda, for which no second is required.
5. **Agenda Rearrangement:** The Council President may rearrange, change the sequence, or add to or remove items from the Agendas outlined in Rule 5, Subsections (1) and (2) above.
6. **Regular Council Meetings Televised:** The Regular Council meetings shall be televised unless otherwise directed by Council.

## **RULE 6 - DEBATES**

1. **Interruption:** No member, including the Council President, shall interrupt or argue with any other member while such member has the floor.
2. **Courtesy:** All speakers, including Council Members, during comments, discussion, or debate of any issue, shall address their comments to the Council President with courtesy and proper deportment. Comments shall not contain personalities, derogatory remarks, or insinuations toward any member of the Council, Staff, or ~~and~~ Public, but shall be confined to facts that are germane and relevant to the issue.
3. **Transgression:** Upon transgression of these rules, the Council President shall call such person to order, in which case that person shall be silent except to continue in order. If the Council President transgresses these rules, or fails to call a transgressor to order, any other member of the Council may, under a point of order, call the transgressor to order.
4. **Challenge to Ruling:** Any member of the Council shall have the right to challenge any action or ruling of the Council President, or member, as the case may be, in which case the decision of the majority of the members of the Council present, including the Council President, shall govern.

## **RULE 7 - PARLIAMENTARY PROCEDURE**

**Procedure Guide:** Robert's Rules of Order shall be used as a guide to govern the conduct of business of the City Council while in Legislative session. However, the Council President shall have the authority to make a final ruling on all issues of procedure, subject to Rule 6, Subsection 4 of these Rules.

## **RULE 8 - ORDINANCES - RESOLUTIONS**

1. **Actions:** Any action of the Council shall be by ordinance, resolution or motion and shall be conducted only in open public meetings unless otherwise provided by law. Such action shall be deemed approved by an affirmative vote of a majority of those Council members present, unless



otherwise provided by law. Any such action shall contain only a single subject matter and may not be amended to include a different subject.

- 2. Submittal:** No ordinance shall be submitted to the Council for consideration until approved as to form and legality by the City Attorney and copies have been furnished to Council Members and the City Clerk. No such ordinance shall contain any interlineations or marginal notes.
- 3. Presentations:** Reading of ordinances and resolutions at all Council meetings shall be deemed sufficient by the reading of a brief synopsis of the title of the ordinance or the purpose of the resolution. The full text of an ordinance or resolution under consideration by the Council will be provided to any member of the public upon request.
- 4. Reading of Ordinances:** Every ordinance shall have one reading except that, upon a request of a Council Member, an ordinance shall have two or more readings unless otherwise directed by the Council.

## **RULE 9 - MISCELLANEOUS**

- 1. Agenda:** By direction of the Council President, the Legislative Office Manager shall prepare the Agenda for each session of the Council in regular order in accordance with these rules, which order shall not be departed from, except as provided in these rules. Such Agenda shall include all resolutions, ordinances and matters requested by any Council Member, or the Mayor, with no items deleted from the Agenda except as provided in Rule 4 of these rules.
- 2. Public Comment on Agenda Items:** Any person is provided an opportunity to comment on any Agenda-Public Hearing or General Business item at the time the item is discussed and prior to a vote by the Council. Public Comment may also be accepted when an amending motion is made by a member of Council and seconded, at the discretion of the Council President. Such remarks must be confined to those that are germane and relevant to the item being discussed and shall be subject to a time limit. If numerous speakers are addressing the issue, the Council President may further restrict speaker time. Written comments shall, to all intents and purposes, be considered the same as oral comments. Comments on Consent Agenda items must be submitted in writing and received by noon on the day of the meeting.
- 3. Public Recognition:** Any member of the public is provided an opportunity to address the Council and the Mayor on issues not on the Agenda. No member of the public shall engage in discussion or comment which a) is obscene, indecent, or libelous; b) promotes the sale of products or services; c) promotes any lottery or contest which offers prizes dependent in whole or in part upon lot or chance. It is suggested that questions from the public posed to the Council that cannot be answered at the Council meeting should be put in writing in order to receive a written response from the appropriate party or parties within a reasonable time. Letters addressed to City officials will not be read in Public Recognition unless an exception is granted by Council President based upon exceptional circumstances. Argumentative Rebuttal is not permitted during Public Recognition.



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

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

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

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

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

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

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

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

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

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

## **RULE 10 - COUNCIL EXPENSE REIMBURSEMENT**

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

## **RULE 11 - QUASI-JUDICIAL HEARINGS**

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

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

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

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

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

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

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

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

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

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

\* Not applicable to closed record hearing.

## **RULE 12 - CLOSED RECORD HEARINGS**

### **1. Hearing Procedure:**

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

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

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

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

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

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

Dated this ~~XX~~18<sup>th</sup> day of ~~May~~July, ~~2022~~2023

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

# Proposed Council Rules & Procedures Update



- Update Public Recognition to be 30 minutes with additional time allocated, if needed, before Council Reports.
- Add 2-minute response to Public Comment.
- Update for Consent Agenda Public Comment to be written only.
  - Allows for Council to get comments ahead of time and pull any item to General Business if desired.
- Update to allow public comment on amending motions, at CP's discretion, per Robert's Rules and OPMA.

# Proposed Council Rules & Procedures Update

- Clarify use of Agenda Setting Process for Mayor, Judge, or Council Members to all use same Agenda Bill Policy.
  - Same requirements and procedure to put an item on the Study Session Agenda.
- Clarifying language that CP may authorize exceptions to Agenda Bill Policy (but still only deny an item if it violates policy.)
- Clarifying language of actions that Council may take at Study Session regarding an item.
- Removed confusing language regarding "Committee of the Whole".

# For consideration, but not yet included

- Members may abstain only for specific conflict. Poulsbo Example:
  - "VOTES ON MOTIONS: Each member present shall vote on all questions put to the Council except on matters in which he or she has been disqualified for a conflict of interest or under the appearance of fairness doctrine, or in which he or she has been granted leave to abstain by the City Council in advance and for a stated reason. Such member shall disqualify himself or herself prior to any discussion of the matter and shall leave the Council Chambers."
  - "FAILURE TO VOTE ON A MOTION: Any Councilmember present who fails to vote without a valid disqualification or without having otherwise received the Council's permission to abstain shall be declared to have voted in the affirmative on the question."
- Require a second to move an item from Consent Agenda to General Business.

|                                                                                   |                                                                 |                                                                                                                                             |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>GENERAL<br/>ADMINISTRATION</b>                               | <b>AGENDA BILL</b>                                                                                                                          |
| <b>INDEX</b><br>Information Management<br>2-20-02                                 | <b>EFFECTIVE DATE:</b> 04/03/85<br><b>REVISED DATE:</b> 04/2/21 | <b>APPROVED</b><br><br><small>BAF46095E8E747B...</small> |

## POLICY

It shall be the policy of the City of Bremerton to require an Agenda Bill for all Agenda items scheduled with and put before Council, and supplied by the Department submitting the agenda item. A current Agenda Bill Form will be available on COBweb under the link [Agenda Bill Form](#).

## PURPOSE

The purpose of the Agenda Bill is to:

- Organize information pertaining to business of the City Council in a consistent manner.
- Give guidance so all necessary material is completely accumulated.
- Establish a method for controlling the inflow and organization of material for the Agenda of the City Council.
- Provide an easily read format.

## ELECTRONIC FORMAT

The agenda approval process and Agenda Bills will be automated through any software, application, hardware or device as deemed appropriate by the City Clerk and approved by the Director of Finance. Instructions and use of the automation will be available on COBweb.

## PROCEDURE

### *Agenda Calendar*

- The Council (Legislative) Office Manager will maintain the Agenda Calendar.
- It is updated and issued to Department Heads and key City staff members weekly.
- It is to be used as a planning tool to schedule items well in advance, even tentative items.

### *Agenda Bill Scheduling*

- 1) View the latest issue of the Agenda Calendar for concurrent Study Session and Council Meeting dates, and to assure that a preferred date is not cancelled or on a 5<sup>th</sup> Wednesday. You are not guaranteed the next available meeting date due to a full schedule or conflicts.
- 2) Send a separate e-mail for each requested item to the City Council's main e-mail address at [City.Council@ci.bremerton.wa.us](mailto:City.Council@ci.bremerton.wa.us) (with a "cc" to the City Clerk and Legal Department) to



schedule your agenda item for a future Study Session and Council Meeting date and include the following:

- a) Your preferred dates for both the Study Session and Council Meeting;
- b) If your item requires a Public Hearing (And if so, it is required to be a part of the title);
- c) Title of Agenda Bill;
- d) Who the presenter will be; and
- e) It is always helpful if you indicate whether or not you expect a lengthy discussion and/or if you know there might be high citizen interest (versus a housekeeping item).

### ***Agenda Bill Preparation***

#### **1) Subject**

- a) Identify the matter of business. The wording will be used on the agenda issued for the meeting. Any referenced documents should match the title of the document attached.

#### **2) Summary**

- a) This section should contain a brief statement as to the nature of the agenda item and why the item is before Council.
- b) Cite authority such as State law, Resolution, Ordinance, etc. which control, authorize or lend support to the proposed Council actions.

#### **3) Attachments**

- a) List all documents attached to the agenda bill, or provided to Council (please be consistent with use of document titles throughout the Agenda Bill and Motion);
- b) When revised or repealed ordinances or resolutions are submitted, it should be provided with the changed portion identified.
- c) Land Use hearings should contain the applicable portions of pertinent Planning Commission Meeting minutes as well as clearly delineate the location of the subject property by Street address, when it exists.
- d) All listed support documents and exhibits relative to the agenda item should be attached.

#### **4) Fiscal Impacts**

- a) Address the effect of passage on staffing, budgets, facilities and other city resources, and where applicable, the long-term maintenance cost impacts.
- b) Agenda items dealing with personnel or Capital expenditures shall indicate the line item in the budget providing funding.

#### **5) Recommended Motion**

- a) The Motion a Council member will make to put the matter before the Council to vote on.
- b) The language in the Motion should include the subject title.
- c) Only include the offered language already on Agenda Bill if the agenda bill is for a contract, agreement, change order, contract amendment, etc. where the Mayor's signature is needed to execute the agreement.

### ***Approval Process***

- 1) Approvals for agenda items from staff will always include the appropriate Director, City Attorney, Finance Director (and Contracts Administrator) and Mayor (or designees for each

respective office). The Council President (or designee) will approve each item for inclusion in a Council Meeting.

**a) Exceptions:**

- i) Claims & Checks Register, Minutes of Meetings: Council President Approval Only
  - ii) Appointments to Committees & Boards: Mayor and Council President Approval Only
- 2) Although Agenda Bills are not presented at Council Committees, you are encouraged to keep them briefed.
  - 3) It is your responsibility to make sure that Legal and Finance have sufficient opportunity to review your Agenda Bill and attachments early in the process, and well in advance of final approval.
  - 4) Be sure your Agenda Bill is complete and that all documents are final.
  - 5) Due Dates
    - a) Submit electronically your completed agenda item with all appropriate attachments. Allow enough time for your Director to approve the item and forward to the **City Clerk by end of day on the Monday the week before your Study Session date**. If you miss the deadline, you will lose your Study Session date and will have to reschedule with Council.
    - b) Be available on Tuesday and Wednesday for the City Clerk, Legal, Finance or the Mayor to contact you regarding your item. Please return phone calls and emails regarding your agenda bill immediately.
    - c) The City Clerk will make sure all agenda items scheduled are through the approval process **by NOON on the preceding Thursday before the Study Session date**. The following deadlines for the approval process are as follows after the submittal to AgendaPal:
      - i) Legal will have all agenda items approved by end of day Tuesday;
      - ii) Finance will have all agenda items approved by end of day Wednesday;
      - iii) and the Mayor will have all agenda items approved by noon on Thursday.

***Changes, Amendments, Additions***

- a) Once your agenda item has been accepted by Council for packet preparation, further changes to documents may put your item in jeopardy of advancement.
- b) In the event you have unforeseen changes after submittal, you are responsible for updating it and notifying everyone in your approval process and Council of the changes.
- c) ***Changes after the publication of the packet must go through Council.***
- d) Changes to your agenda item after the Study Session should be sent via email to Council by ***the next day at noon*** to update the item for the Council Meeting. **Do not make changes in Municode after the Study Session.**

***Emergencies***

- a) If you have an unexpected need to circumvent these procedures and obtain a meeting date out of order, or submit an item late, you must have your Director notify the Legislative Office Manager.
- b) The Council President will make the final decision regarding your request and advise the Legislative Office Manager.

- c) In the event you have unforeseen changes after your item is approved by the Mayor, you must notify everyone in the approval process and contact the City Clerk to update the agenda item.
- d) If it is determined by the Council during the Study Session that more information is needed, you are not assured automatic advancement to the Council Meeting the next week and may have to coordinate with the Legislative Office Manager to establish new meeting dates.

## **AGENDA**

**Consent Agenda** - In order to expedite the Council Meeting, Council Members will make liberal use of the Consent Agenda. The Consent Agenda shall consist of routine, re-occurring items where no Council discussion is necessary. Any member of the City Council may remove an item from the Consent Agenda for individual discussion.

Items automatically included on the Consent Agenda are:

- Approval of Claims & Check Register
- Approval of Meeting Minutes
- Appointments to Boards and Commissions
- Setting Hearing Dates

**Removal of Item from Agenda** - Any item may be pulled from the Agenda for any reason by a Council member. Any two Council members may place the item back on the Agenda for full Council consideration.

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

**Item B6 – Public Comments**

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

---

Hi Robin,

That is not accurate.

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

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

The only possibly related proposals up for discussion are:

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

Thanks for checking in and helping combat misinformation.

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

Cheers,  
Jeff

--



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

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

**From:** Robin Henderson

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

**To:** Jeff Coughlin

**Subject:** Limiting public comments

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jeff,

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

Robin

Sent from my iPhone