



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

WEDNESDAY, MARCH 13, 2024
CITY COUNCIL HYBRID STUDY SESSION AGENDA
Starting at 5:00 PM in Council Conference Room 603

*Council Conference Room 603 will be open to the public to attend the Study Session in-person, but there will be no opportunities for input. However, public questions or comments may be submitted at any time to City.Council@ci.bremerton.wa.us. 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 **March 20, 2024** City Council Meeting Agenda, or as indicated...*

- *Members of the public may click the link below to join the webinar:
<https://bremertonwagov.zoom.us/j/8738266756?pwd=ZWIMVnVYbFBHYjY5U1RJUmFreDFXUT09>*
- *Or One tap mobile:
US: +12532050468,,87318266756#,,,,*857582# or +12532158782,,87318266756#,,,,*857582#*
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Webinar ID: 873 1826 6756
Passcode: 857582

A. BRIEFINGS ON AGENDA BILL ITEMS

1. Acceptance of the Missing Middle Housing Grant; and Approval of the Interagency Agreement with the WA State Department of Commerce
2. 2024-2025 City Council Goals & Priorities

B. INFORMATION ONLY

1. Diversity, Equity, and Inclusion Program Update and Discussion on Position Recommendations

C. GENERAL COUNCIL BUSINESS

1. Warren Avenue Bridge Multimodal Project Funding Discussion – Council President Jennifer Chamberlin *Continued from February 14, 2024 Study Session*
2. Public Safety Committee Briefing (*Last Meeting 3/7/2024*) – Chair Denise Frey
3. Regional and Other Committee/Board Briefings
4. 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.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A1

SUBJECT:

Acceptance of the Missing Middle Housing Grant; and Approval of the Interagency Agreement with the WA State Department of Commerce

Study Session Date: March 13, 2024
COUNCIL MEETING Date: March 20, 2024
Department: DCD
Presenter: G. Jackson
Phone: (360) 473-5289

SUMMARY:

The City of Bremerton requested, and was selected to receive, a \$75,000 no-match grant from the Washington State Department of Commerce.

The grant will help fund two items:

- 1) Consultant costs for graphic design of the Comprehensive Plan District Digest documents to increase communication and ease of reading,
- 2) Assist funding for existing DCD staff to develop regulation updates that would allow for "unit lot subdivision" (something that is required by State law, it is a subdivision type that is more conducive to creating Missing Middle Housing than traditional subdivisions). Staff will develop proposed regulation updates, which will include drafting new code language, conducting public outreach, and future presentations to the Planning Commission and City Council. These grant funds will offset General Funding that has already been allocated for DCD staff.

ATTACHMENTS:

\$75,000 Grant Agreement with Washington State Department of Commerce

FISCAL IMPACTS (Include Budgeted Amount):

This is a no-match grant that will be used to offset the General Fund DCD staff expense to prepare a Comprehensive Plan District Digests and Unit Lot Subdivision code update.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to accept the no-match grant with the Washington State Department of Commerce in the amount of \$75,000, 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

ATTACHMENT: DRAFT CONTRACT



Interagency Agreement with

Bremerton

through

Growth Management Services

Contract Number:

24-63336-156

For

Middle Housing Grant

Dated:

Date of Execution

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ATTACHMENT: DRAFT CONTRACT

Face Sheet

Contract Number: 24-63336-156

**Local Government Division Growth Management Services
Middle Housing Grants**

1. Contractor City of Bremerton 345 6th Street, Suite 100 Bremerton, WA-98337		2. Regional Planner Benjamin Serr Benjamin.Serr@commerce.wa.gov	
3. Contractor Representative Andrea Spencer Community Development Director 360-473-5283 Andrea.Spencer@ci.bremerton.wa.us		4. COMMERCE Representative Anne Aurelia Fritzel 1011 Plum Street SE Housing Planning Manager Olympia, WA 98504 360-259-5216 Anne.Fritzel@commerce.wa.gov	
5. Contract Amount \$75,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
ALN N/A			
10. Tax ID # N/A	11. SWV # 0000221-00	12. UBI # 81 007 710	13. UEI # N/A
14. Contract Purpose For activities that support the preparation and adoption of policies and/or codes and other measures specific to implement middle housing (RCW 36.70A.030(26)) by applicable statutory deadlines.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, and Attachment "B" – Budget.			
FOR CONTRACTOR _____ Greg Wheeler, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$75,000 (seventy five thousand dollars), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63336-156.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will

be paid by any other source, including grants, for that service. Any payment made by COMMERCE for costs that are determined to be duplicate, in Commerce's sole determination, shall be subject to recapture and may result in suspension or termination of this Contract.

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B.** "COMMERCE" shall mean the Washington Department of Commerce.
- C.** "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D.** "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F.** "State" shall mean the state of Washington.
- G.** "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A.** "Confidential Information" as used in this section includes:
 - i.** All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

- ii. All material produced by the Contractor that is designated as “confidential” by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten

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

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G.** Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Grant Objective:			
1. Prepare informational “City Council District Digest” documents concerning of HB 1110 and Middle Housing. 2. Amend subdivision regulations to provide for unit lot subdivision and other subdivision code amendments necessary to implement HB 1110. 3. Draft middle housing ordinance and development and design regulations for HB 1110.			
Actions/Steps/Deliverables	Description	Start Date	End Date
Action 1	Create City Council District Digests, describing how each Council District may be impacted by Comprehensive Plan update land use modifications, including implementation of Middle Housing requirements per HB 1110. Digests include GIS mapping, demographic data, development data, and other information.	8/2023	2/7/2024
Step 1.1	Meet with Individual City Council members to discuss District Digests, HB 1110 implementation, and any requested alterations to District Digest prior to public release.	11/2023	1/2024
Step 1.2	Tour individual City Council Districts with individual Council members to discuss built environment, land use proposal, and HB 1110 implementation.	11/2023	1/2024
Step 1.3	Revise City Council District Digests based on City Council member feedback. This includes potential mapping, text, and data alterations.	11/2023	1/2024
Step 1.4	Draft public notification materials advertising City Council District Digests for upcoming City Council meetings, including posting flyers at City Parks, publication on Bremerton School District parent notification system <i>Peachjar</i> , advertising on City webpage, notifying interested parties, and more.	11/2023	1/2024
Step 1.5	Present District Digests at City Council Study Session, discuss HB 1110 implementation.	1/2024	1/2024
Step 1.6	Present District Digests at City Council Regular Meeting, discuss HB 1110 implementation, and overall housing strategy for Comprehensive Plan update.	2/2024	2/2024

Deliverable 1	City Council Packet & Final District Digests as they relate to Middle Housing.		6/15/2024
Action 2	Create Draft zoning code amendments in legislative markup regarding Unit lot subdivision, and other subdivision zoning code amendments necessary to implement HB 1110.	6/2024	1/31/2025
Step 2.1	Review Commerce middle housing model ordinance anticipated January 23, 2024	1/23/2024	3/31/2024
Step 2.2	Participate in Commerce lead educational opportunities regarding model ordinance.	1/23/2024	6/15/2024
Deliverable 2	Draft Middle Housing ordinance (zoning code amendments) in legislative mark up.		1/31/2025
Action 3	Public process for review of Middle Housing Ordinance (zoning code amendments).		
Step 3.1	Develop report, analysis for start of public process. Planning Commission or Public Open House meeting(s) early for preliminary discussions.	6/2024	10/2024
Step 3.2	Prepare notices, distribute information, and public outreach.	6/2024	10/2024
Step 3.3	Perform Planning Commission Workshop(s) on specific topics, incorporate and gather the Commission and public comment(s).	6/2024	11/2024
Step 3.4	Conduct Agency/Tribal review and outreach.	2/2025	2/2025
Step 3.5	Present recommended amendments to Planning Commission and public hearing.	3/2025	3/2025
Step 3.6	Prepare draft ordinance and City Council Packet, prepare notices, and distribute information.	3/2025	4/2025
Step 3.7	Present to City Council Study Session and Public Hearing.	5/2025	5/2025
Step 3.8	Prepare for Council adoption and implementation.	5/2025	5/2025
Deliverable 3	Draft Middle Housing Ordinance and Summary Report on Public Outreach		6/15/2025

Attachment B: Budget

Grant Objective:	Fiscal Year	Commerce Funds
1. Prepare informational “City Council District Digest” documents concerning of HB 1110 and Middle Housing. 2. Amend subdivision regulations to provide for unit lot subdivision and other subdivision code amendments necessary to implement HB 1110. 3. Draft middle housing ordinance and development and design regulations for HB 1110.		
Deliverable 1. City Council Packet & Final District Digests as they relate to Middle Housing	FY1- June 15, 2024	\$37,500
Deliverable 2. Draft Middle Housing ordinance (zoning code amendments) in legislative mark up.	FY2 – January 31, 2025	\$18,750
Deliverable 3. Draft Middle Housing Ordinance and Summary Report on Public Outreach	FY2 – June 15, 2025	\$18,750
Total:		\$75,000

Funds must be invoiced in the appropriate fiscal year (FY1 or FY 2), or they may not be able to be paid. Please be sure to invoice for all FY 1 by June 30, 2024 and FY 2 by June 30, 2025.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A2

SUBJECT:

2024-2025 City Council Goals & Priorities

Study Session Date: March 13, 2024

COUNCIL MEETING Date: March 20, 2024

Department: City Council

Presenter: Council President
Jennifer Chamberlin

Phone: (360) 473-5280

SUMMARY:

The City Council holds an annual strategic Joint Planning Workshop with the Mayor and Department Directors to monitor progress and determine goals and priorities for the year.

Through dedication, tenacity, and the will to serve the Bremerton community, the City Council ensures every plan is connected to a relevant City goal or priority to help them stay focused and move forward to do the best they can for the people who live here.

ATTACHMENTS:

2024-2025 City Council Goals & Priorities

FISCAL IMPACTS (Include Budgeted Amount):

STUDY SESSION AGENDA:

Limited Presentation

Full Presentation

STUDY SESSION ACTION:

Consent Agenda

General Business

Public Hearing

RECOMMENDED MOTION: Move to approve the 2024-2025 City Council Goals & Priorities as established based on input at the Joint Planning Session on February 24, 2024.

COUNCIL ACTION:

Approve

Deny

Table

Continue

No Action



2024 – 2025 City Council Goals & Priorities

As established at the Joint Planning Session on February 24, 2024

Economic Development

- Support the Bremerton Creative District
- Continue to support Main Street certification
- Explore programs for historic preservation
- Develop a policy to address chronically vacant properties
- Continue to support incentives and the securing of funding for redevelopment in commercial areas, in particular for Wheaton Way corridor and Charleston District
- Continue work with the Greater Kitsap Chamber, Kitsap Economic Development Alliance, Downtown Bremerton Association, etc. to promote economic development initiatives

Housing Equity

- Investigate options to ensure rental housing standards are met
- Support funding for low-income housing development by working with community partners, etc.
- Continue to support Bremerton Housing Authority in its development of a low-barrier hybrid shelter through budget allocations and public policy
- Consider adjusting income levels to more closely reflect Bremerton incomes for 12- and 20- year Multi Family Tax Exemption
- Continue to support creative and humane housing solutions through policy and funding decisions for a wide variety of housing types
- Explore the Auditor's list of city owned parcels and discuss potential use and restrictions in supporting expansion of affordable housing projects
- Continue to lead the region in the development of "missing middle" housing creations (e.g. accessory dwelling units, cottage, duplex/triplex, permit ready plans)

Parks and Environmental Stewardship

- Support the development of Jarstad Park to Kitsap Lake Trail
- Develop policies that encourage environmental stewardship
- Continue support of Kitsap Lake Water Quality Program
- Support the planning and development of a trail network throughout Bremerton

Public Engagement

- Increase city-wide communications impact
- Increase public outreach prior to budget season
- Develop a Council a frequently asked questions list accessible on Council's website
- Hold District Meetings on Comprehensive Plan
- Re-establish outreach program with Bremerton High School

Public Safety and Support

- Increase public safety funding
- Monitor the impact of current public safety policies and programs

Staffing

- Define the roles and responsibilities of Diversity, Equity, and Inclusion position based on consultant and community impact
- Support sustainable funding for maintenance and operations of Parks and Public Works

Transportation and Multimodal Support

- Establish a comprehensive ranking transportation prioritization in collaboration with Public Works
- Support data-based traffic calming policy that prioritizes safety of pedestrians and cyclists
- Prioritize multimodal connectivity
- Prioritize funding for residential street maintenance

INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

B1
Updated

SUBJECT: Diversity, Equity, and Inclusion
Program Update and Discussion on Position
Recommendations

Study Session Date: March 13, 2024
Presenters: Kylie Finnell, City
Attorney and Charlotte
Nelson, Human
Resources Manager

SUMMARY: At the last study session, MFR Coaching & Consulting presented recommendations for Council regarding the City's DEI position. During this study session, the Council will discuss those recommendations. Human Resources staff and Legal will be available for questions.

The recommendations included:

- (1) The position be at director level. Council previously approved the position at manager level.
- (2) City use an outside recruitment firm for the recruitment of this position. There is not budget approval for this recommendation.
- (3) MFR Coaching & Consulting proposed a job description

PRESENTATION: 1) Draft Job Description; 2) Survey Information for Director Position; 3) Survey Information for Manager Position; 4) Job Description (Kirkland); 5) Job Description (Olympia); 6) Job Description (Marysville); and 7) Management, Professional, Confidential & Fiduciary Employee Salary Schedule ***Added 3/12/24 9:57 AM***

STUDY SESSION AGENDA:

No Presentation

Full Presentation

DRAFT**RECOMMENDED TITLES**

Culture and Belonging Director or Manager
Equity and Accessibility Director or Manager
Inclusion, Diversity, Equity and Accessibility Director or Manager (IDEA)
Equity, Inclusion and Community Partnerships Director or Manager

GENERAL FUNCTION

The Director of Diversity, Equity, and Inclusion (DEI Director) is responsible for providing strategic leadership in the areas of diversity, equity, and inclusion (DEI) providing purposeful community and employee engagement to achieve inclusive employment, equitable development of staff, and effective and inclusive communication between the City and the community. Serves as member of the City's Leadership Team reporting directly to the Mayor.

The DEI Director:

- Acts as the liaison to and supports the work of the Racial Equity Advisory Commission (REAC).
- Facilitates inclusive work environments for all City of Bremerton employees, regardless of location, division, or department.
- Initiates and/or participates in community engagement with residents and third-party individuals and groups. (i.e., vendors, suppliers, business owners, nonprofits).
- Communicates and interacts effectively with employees and the general public.

The position is also responsible for complex professional level work with the creation, development, performance, and measurement of DEI strategies, programs, and activities in the organization.

This position is a connector and amplifier of equitable work taking place in and around the city, including connecting the general public to these initiatives.

REPRESENTATIVE ESSENTIAL DUTIES and RESPONSIBILITIES (Note – this list is intended only to illustrate the various types of work that may be performed. The omission of specific statements does not exclude them from the position.)

- Develops and maintains an organizational DEI Strategic Plan, through a collaborative stakeholder process, to support the City's vision to embrace diversity and inclusion.
- Designs, develops, and implements innovative outreach programs using DEI equitable practices in support of recruitment goals, succession planning, leadership and leadership development.
- Partners with employees, managers, and city leadership to facilitate discussion across the organization on complex and sensitive topics to foster positive attitudes and behaviors about diversity and inclusion.
- Collaborates with personnel in maintaining and enhancing a welcoming onboarding processes and employee engagement activities.
- Develops and delivers education and training programs related to diversity, equity, inclusion, accessibility, antiracism, and intercultural competency.
- Establishes metrics and conducts periodic reviews to measure success of diversity and inclusion programs and activities.
- Collaborates with the Mayor to identify creative approaches to outreach and engagement through a diversity and inclusion lens, to ensure communication efforts are reaching all audiences.
- Identifies potentially disruptive conditions and behaviors in the organization and recommends solutions to management; investigates allegations of discrimination and harassment based on a protected class in tandem with Human Resources.
- Collaborates with community-based organizations, local schools, colleges, and

DRAFT

- Carry out complex assignments independently and make decisions based on established policies and procedures.
- Identify resources, research and locate laws, regulations, data and information relevant to specific projects or situations;
- Interpret and apply the intent and specific provisions of laws and regulatory provisions to particular conditions;
- Quantify activities and costs, identify available alternatives and produce verbal and written reports on the probable costs, benefits and problems of differing courses of action;
- Provide verbal and written information, direction and advice to a wide variety of people and officials; Communicate effectively with staff and the public in oral and written form.
- Establish and maintain effective working relationships with department officials, union leadership, outside agencies, employees and the general public.

QUALIFYING EDUCATION AND EXPERIENCE (Minimum Requirements)

Demonstrated educational proficiency includes a bachelor's degree in Sociology, Social Work, Nonprofit Management, Human Resources or related field. Demonstrated experience includes a minimum of five years of professional level experience in diversity, equity, and inclusion, cultural awareness, social justice, or another related field. Experience in staffing governmental commissions is desirable.

An equivalent combination of education, experience, and training sufficient to successfully perform the essential duties of the job such as those listed above must be demonstrated by the applicant.

PHYSICAL REQUIREMENTS

Federal law requires employers to provide reasonable accommodation to qualified individuals with disabilities. Please tell us if you require a reasonable accommodation to apply for a job or to perform your job. Examples of reasonable accommodation include making a change to the application process or work procedures, providing documents in an alternate format, using a sign language interpreter, or using specialized equipment.

WORKING CONDITIONS

The work environment characteristics described are representative of those an employee encounters while performing the essential functions of this job. Public presentations and evening meeting are required on a frequent basis. Normal air-conditioned office situation. The noise level in the work environment is usually quiet.

LEGAL and REGULATORY EMPLOYMENT CONDITIONS

Fair Labor Standards Act: The position qualifies for exemption from the Fair Labor Standards Act minimum wage and overtime provisions under the Act's Executive Employees exemptions.

Representation: This position is excluded from bargaining unit representation.

Civil Service: The classification is excluded from the City's Civil Service System.

Appointment and Removal Authority: The position is filled by Mayoral appointment subject to Council confirmation pursuant to Bremerton Municipal Code Section 2.50.020 which states in relevant

DRAFT

part: "Mayoral appointments of department directors shall be subject to confirmation by the City Council." Removal is at the will of the Mayor.

This classification specification does not constitute an employment agreement between the City and employee. It is subject to change by the City, with the approval of Human Resources, as the needs of the City and requirements change.

DEI Director					
Rate 1			Top Step		
Agency	Monthly	Rank	Agency	Monthly	Rank
AUBURN	14,074	1	AUBURN	17,300	1
BREMERTON SCHOOL DIST.	12,196	2	SNOHOMISH COUNTY	16,846	2
TACOMA	11,943	3	TACOMA	16,817	3
SNOHOMISH COUNTY	11,921	4	BELLEVUE	14,900	4
BELLEVUE	10,667	5	SPOKANE	12,858	5
OLYMPIC COLLEGE	9,625	6	BREMERTON SCHOOL DISTRICT	12,196	6
SPOKANE	9,145	7	OLYMPIC COLLEGE	11,069	7
KITSAP REG LIBRARY	7,570	8	KITSAP REG LIBRARY	10,410	8
Average	10,893		Average	14,114	
Median	11,294		Median	13,879	

DEI Director

Band 21 - \$11,480 - \$13,987

Band 20 - \$10,400 - 12,671

Band 19 - \$9,899 - \$12,061

New Hire Rate 1

	KITSAP REG LIBRARY	OLYMPIC COLLEGE	BREMERTON SCHOOL DIST.	SPOKANE	BELLEVUE	SNOHOMISH COUNTY	TACOMA	AUBURN	AVERAGE
	Dir of Diversity, Equity and Inclusion	Vice President of Diversity, Equity and Inclusion	Assistant Director of Equity & Family & Communit Partnerships	Director of the Office of Civil Rights, Equity & Inclusion	Chief Diversity, Equity and Inclusion Officer	Chief Diversity & Equity Officer	Director of Equity and Human Rights	Chief Equity Officer	
Population				107,400	154,600	859,800	226,142	88,820	
MONTHLY WAGE	7,570	9,625	12,196	9,145	10,667	11,921	11,943	14,074	10,893
ANNUAL COMPENSATION	90,840	115,500	146,356	109,740	128,004	143,052	143,316	168,891	130,712

Top Step

	KITSAP REG LIBRARY	OLYMPIC COLLEGE	BREMERTON SCHOOL DIST.	SPOKANE	BELLEVUE	TACOMA	SNOHOMISH COUNTY	AUBURN	AVERAGE
	Dir of Diversity, Equity and Inclusion	Vice President of Diversity, Equity and Inclusion	Assistant Director of Equity & Family & Communit Partnerships	Director of the Office of Civil Rights, Equity & Inclusion	Chief Diversity, Equity and Inclusion Officer	Chief Diversity & Equity Officer	Director of Equity and Human Rights	Chief Equity Officer	
Population				107,400	154,600	859,800	226,142	88,820	
MONTHLY WAGE	10,410	11,069	12,196	12,858	14,900	\$16,817	16,846	17,300	14,114
ANNUAL COMPENSATION	124,920	132,828	146,356	154,296	161,052	201,804	202,153	207,600	166,415

Jurisdiction # of Positions	DEI Positions	Reports to
Olympia Olympia Olympia	3 Social Justice and Equity Program Manager Human resources Analyst Senior Inclusion and Belonging Specialist	City Manager Program Manager Program Manager
Lynnwood	1 Race and Social Justice Coordinator	Mayor
Marysville	1 Training and Community Outreach Administrator	Mayor
Edmonds	0.25 Diversity Commission Coordinator	Community Services & Economic Development Dir
Kent Kent	2 Race & Equity Manager Race & Equity Coordinator 1	Chief Administrative Officer Race and Equity Manager
Auburn Auburn	2 Chief Equity Officer Diversity, Equity and Inclusion Analyst	Mayor Chief Equity Officer
Redmond	1 DEI Advisor	Chief Operating Officer
Snohomish County	Chief Diversity, Equity and Inclusion Officer	County Executive
Bellevue	4 Chief Diversity, Equity and Inclusion Officer DEI Community Outreach and Engagement Administrator (2 Positions) DEI Coordinator	City Manager Chief Diversity, Equity and Inclusion Officer Chief Diversity, Equity and Inclusion Officer
Bremerton School Dist.	Assistant Director of Equity & Family & Community Partnerships	Assistant Superintendent
New position. They don't have any information on reporting or staffing level at this time.		
Kitsap Regional Library	Director of Diversity, Equity and Inclusion Director	
Olympic College	Vice President of Diversity, Equity, and Inclusion	
Kitsap County	Diversity, Equity and Inclusion Manager	Board of County Commissioners

Changes that have occurred since the 2022 survey

Lakewood The Diversity, Equity and Inclusion Manager position was replaced with contracted services led by the Deputy City Manager, Communications Manager and Assistant to the City Manager/Policy Analyst.

Redmond Changed the title of their position from DEI Manager to DEI Advisor

Everett Eliminated the Equity Manager Position transferred responsibilities to the Communications and Engagement Department

Olympia Had the following position DEI Program Manager, DEI Program Assistant, and DEI Senior Program Specialist.

They have reclassified them to the positions listed above.

No Match

Longview

Lynnwood

Mount Vernon

Puyallup

Manager					
Rate 1			Top Step		
Agency	Monthly	Rank	Agency	Monthly	Rank
KENT	9,880	1	KIRKLAND	12,767	1
KIRKLAND	9,785	2	KENT	12,024	2
OLYMPIA	8,565	3	REDMOND	11,360	3
REDMOND	8,415	4	OLYMPIA	10,410	4
MARYSVILLE	7,911	5	BELLEVUE	10,403	5
BELLEVUE	7,540	6	MARYSVILLE	9,962	6
KITSAP COUNTY	6,721	7	KITSAP COUNTY	9,497	7
Average	8,816		Average	11,313	
Median	8,415		Median	10,410	

Monthly

Band 18 - \$9899 - \$12,061
 Band 17 - \$9422 - \$11,480
 Band 16 - \$8,968 - \$10,927

Annual Salary

\$118,791 - \$144,735
 \$113,068 - \$137,761
 \$107,619 - \$131,124

New Hire Rate 1

	KITSAP COUNTY	BELLEVUE	MARYSVILLE	REDMOND	OLYMPIA	KIRKLAND	KENT	AVERAGE
POPULATION	283,200	154,600	73,780	77,490	56,900	96,920	139,100	
	DEI MANAGER	Diversity and Inclusion Outreach Administrator	Training & Community Out Reach Administrator	DEI Program Advisor	Social Justice & Equity Program Manager	DEI & Belonging Manager	Race & Equity Manager	
TOTAL MONTHLY COMPENSATION*	6,721	7,540	7,911	8,415	8,565	9,785	9,880	8,402
TOTAL ANNUAL COMPENSATION	80,657	90,477	94,932	100,980	102,780	117,420	118,560	100,829

Completion of 8 Yrs

	KITSAP COUNTY	MARYSVILLE	BELLEVUE	REDMOND	OLYMPIA	KENT	KIRKLAND	AVERAGE
ADDT'L COMPENSATION*								
TOTAL MONTHLY COMPENSATION	9,497	9,962	10,403	11,360	10,410	12,024	12,767	10,918
TOTAL ANNUAL COMPENSATION	113,966	119,544	124,836	136,320	124,924	144,288	153,204	131,012



City of Kirkland
Diversity, Equity, Inclusion, and Belonging Manager

CLASS CODE 7428

SALARY \$56.45 - \$73.66 Hourly
\$9,784.83 - \$12,766.98 Monthly
\$117,417.95 - \$153,203.77 Annually

Job Summary

Designs, implements, and manages diversity, equity and inclusion initiatives for the City and the community.

Oversees implementation of the City's Diversity, Equity, Inclusion, and Belonging 5-Year Roadmap. Establishes a standard level of awareness, influences City policy and direction, and ensures that the City delivers services equitably and inclusively. Provides outreach to the community, creating forums for community members to interact with each other and City staff, and producing community meetings and events to promote engagement, collaboration, and partnership.

Essential Duties and Responsibilities

- Serves as subject matter expert on diversity, inclusion, and equity, working collaboratively to create tools and resources to support the adoption of practices and behaviors that enable a diverse, inclusive, and belonging workforce.
- Provides leadership for City staff on diversity, equity, inclusion and belonging and supports implementation of the City's Diversity, Equity, Inclusion, and Belonging 5-Year Roadmap. Organizes and/or presents workshops, seminars, or forums, providing consultation and guidance, and serving as a resource for City employees and departments.
- Hires, trains, supervises, evaluates and disciplines staff that report to this position. Assigns tasks and distributes workload, and provides staff with diversity, inclusion, and equity strategies and implementation methods. Provides direction and support to staff in their performance of their tasks, and reviews work products for quality and accuracy.
- Supports communications staff in providing broader access to City services and public information by promoting infrastructure compliant with the Americans with Disabilities Act (ADA) and Title VI including providing compliant website accessibility and multilingual translation options.
- Supports City efforts to increase community connections and public outreach, developing, coordinating, and implementing community activities and forums related to diversity issues. Collaborate with communications to review and provide content for City's website, other public facing materials.
- Supports, implements, and evaluates community events that increase opportunities for cultural interaction, education, and Title VI requirements.
- Serves as an internal resource to Human Resources and supports the development of performance measures to track and monitor the City's progress in meeting diversity, equity, and inclusion and ADA goals, including in hiring, training, retaining, and supporting a diverse workforce.
- Establishes a knowledge base of best practices and resources for cultural competence and equity.
- Provides periodic written and oral reports to management teams and City Council.
- Provides policy recommendations, through an equity lens, to City leadership and Council on changes to City policies, such as budget and CIP development, to address or enhance diversity or inclusion, and ADA

practices. Supports purchasing practices and technical assistance programs to create opportunities for members of the contracting and vendor community to increase diversity in contracting.

- Partners with external organizations allowing the City to collaborate with similar programs of peer institutions.
- Exemplifies the City's desired culture and philosophy to promote a diverse, culturally competent, and respectful workplace where everyone belongs.

Knowledge, Skills and Abilities

Knowledge of:

- Knowledge of cultural competency, diversity, equity, and inclusion outreach practices to ensure inclusive and broad participation.
- Knowledge of applicable federal, state, and local laws, codes, rules, and regulations
- Knowledge of ADA and Title VI policies, regulations, and best practices.
- Knowledge of organization development strategies related to diversity management and cultural competency.
- Knowledge of project management and program/event organization and planning.
- Knowledge of research methods to include public opinion research and public involvement strategies.

Skills and Abilities:

- Skills in leading cultural change and team building with multiple stakeholders and interests.
- Skills in public communication, and development and production of support materials.
- Skills in applying quantitative and qualitative analysis and evaluation.
- Skills in oral and written communication and developing and delivering presentations.
- Ability to effectively engage in and sustain relationships with people from diverse cultures and socioeconomic backgrounds.
- Ability to facilitate community collaborations and partnerships.
- Ability to organize, prioritize, plan, schedule and follow up on tasks, elevating issues or obtain additional resources when necessary.
- Ability to plan, implement and evaluate events, programs, workshops.
- Ability to work collaboratively with diverse leaders, government officials and media, and to establish and maintain effective working relationships with City and Community leaders.
- Ability to exhibit non-judgmental and open manner and utilize effective interpersonal skills.
- Ability to attend evening and weekend meetings and events.
- Ability to utilize business applications, such as current operating systems and associated devices utilizing spreadsheets, databases, word processing, etc.

Qualifications

Minimum Qualifications

- Bachelor's degree in public or business administration, political science, communications, English, social work, non-profit management, public relations or a related field;
- Five or more years of professional experience with cultural competency, public outreach, diversity consulting, training, mediation, inclusion services, including experience working with diverse communities;
- Experience in program/event planning, project management or organizational development;
- Bilingual or multilingual preferred;
- Or any equivalent combination of education, experience, and training that provides the required knowledge, skills, and abilities.
- Valid Washington State driver's license

Other**Working Conditions**

Most of the work is performed in a typical office environment but may also involve moving throughout the facility and community, with some work performed in the field. Driving to the field required. Constantly operate a computer and other office equipment. Frequent communication with city employees and customers. Night and weekend meetings as required.

Physical Demands

Move items weighing up to 20 pounds on occasion. Noise level is moderately quiet in the office and moderately loud in the field. Approved reasonable accommodation requests will be made to enable individuals with disabilities to perform the essential functions of the job.



City of Olympia
Diversity, Equity & Inclusion Program Manager

CLASS CODE 525

SALARY \$49.41 - \$60.06 Hourly
\$8,565.09 - \$10,410.37 Monthly
\$102,781.12 - \$124,924.38 Annually

Description

Under the direction of the Assistant City Manager, this position will guide, advise, and support the City Council appointed Social Justice and Equity Commission (Commission). The individual in this role will champion the Commission's purpose to eliminate racism and fulfill human rights for a just and equitable Olympia for all people. This position partners with City Departments and community stakeholders to facilitate communication and foster collaboration around equity initiatives, action plans, and social justice goals and priorities.

This position will also lead an interdepartmental Diversity, Equity, and Inclusion team whose purpose is to eliminate systemic racism, reduce inequities to other marginalized populations to ensure the Olympia City organization is welcoming for all people.

Essential Functions

The essential functions for this position include but are not limited to:

- Lead and coordinate the activities of the Commission including scheduling and facilitating meetings, educating members, and developing an annual workplan.
- Collaborate with the Commission to provide expert technical guidance and advise to the City and stakeholders about racism, equity and social justice policy, and community needs.
- Manage the intake of claims, fact-finding, referrals, mediation, and investigation on behalf of the Commission
- Establish and monitor program to mediate, conciliate, and investigate complaints of unlawful discrimination and issues related to racial, social justice, human rights, or other forms of discrimination. Ensure transparency, fairness, access, and accessibility to the Commission's services of education, outreach, investigation, and mediation.
- Present and explain complex issues to residents, businesses, City Council, staff, Boards and Commissions
- Lead and facilitate a cross-departmental DEI Team to create a culture of inclusivity and equity throughout the organization.
- Punctual, regular and reliable attendance is essential for successful job performance.

Typical Qualifications

Knowledge/Skills/Abilities

- Exceptional leadership and facilitation skills
- Ability to build trust and foster relationships between historically marginalized people with City residents, businesses, and City government.

- Working knowledge of Federal, State, and local laws/codes related to discrimination, social justice, and human rights.
- Ability to read, interpret, apply, and explain rules, regulations, policies, and procedures to a variety of audiences.
- Ability to mediate, conciliate, and investigate complaints of unlawful discrimination and issues related to racial, social justice, human rights, or other forms of discrimination.
- Provide expert research, analysis, and document findings.
- Present, orally and in writing, potential solutions to eliminate systemic racism, reduce inequities, and create a fair and justice Olympia for all people.
- Demonstrated track record in challenging and influencing others to approach all work with an equity lens
- Deep content knowledge of diversity, equity, and inclusiveness research and best practices, including knowledge of racial justice, gender and sexuality justice, disability justice, economic justice, and more.

Experience/Education

- Bachelor's Degree from an accredited four-year college or university or equivalent experience and five years of increasingly responsible experience in human rights; diversity, equity, and inclusion.
- DEI certification desired.

Supplemental Information

Supervision

- The Diversity, Equity, and Inclusion Program Manager will supervise staff.

Accountability

- The Diversity, Equity, and Inclusion Program Manager is accountable to the Assistant City Manager for completing all assigned work in a timely, professional manner.

Working Conditions

- The Diversity, Equity, and Inclusion Program Manager works from an office in a busy, public-oriented City facility and is eligible for teleworking.
- Investigations may require travel and off-site meetings.
- Attendance at evening meetings is required.

The City of Olympia is an Equal Opportunity Employer, committed to a diverse workforce. Women, people of color, and people with disabilities are encouraged to apply.

Class Spec Data

FLSA Status - Exempt

Pay Grade - 080

Represented - No



City of Marysville
Training and Community Outreach Administrator

CLASS CODE M115

SALARY

\$8,800.08 - \$11,035.92 Monthly
\$105,601.00 - \$132,431.00 Annually

Position Summary

This position performs a range of routine and complex duties related to citywide objectives of leadership, diversity and equity, community engagement, training, policies and procedures. This position provides professional and technical expertise to develop, maintain, and enhance assigned programs and/or events. Duties include activities such as identification, design, development and implementation of programs, policies and procedures.

The work involves developing, promoting, and maintaining an internal culture of engagement, equity, inclusiveness, and excellence. The work also includes outreach and engagement to build relationships with under-represented communities that establishes trust and affinity and promotes participation in local government.

The work performed requires a high degree of professional knowledge and expertise in communication, diversity, equity and inclusion (DEI), leadership and training techniques. Incumbents operate independently and select appropriate methods to accomplish project assignments and make recommendations to management regarding complex issues.

Essential Duties & Responsibilities

Other duties may be assigned as needed.

1. Designs and implements training programs for organizational development, employee development and occupational training. Training topics may include leadership, management/supervisory skills, harassment, communications and DEI/cultural awareness and other skill development. Arranges vendor training for departmental training on specialized skills or subjects.
2. Designs, develops, coordinates, delivers and measures leadership and professional development, and manager training that improves business performance and grows the City's managerial skills.
3. Provides vision and leadership to incorporate, prioritize, and value diversity in the workplace. Makes recommendations that work to build a more inclusive City workforce related to race, ethnicity, disability, gender, gender identity, and sexual orientation.
4. Participates in local and regional organizations that promote and work to improve "quality of life" of residents without regard to race, color, national origin, religion, age, physical or mental disability, general or sexual orientation.
5. Coordinates community engagement and outreach efforts to develop collaborative approaches or programs aimed at identifying and responding to the needs and interests of the community. Develops and coordinates outreach events and activities with underrepresented population groups within the City.
6. Performs related duties as required.

Knowledge, Skills, and Abilities

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

- Effective facilitation, teaching and coaching skills at all levels of the organization.
- Promoting diversity and multicultural understanding in the workplace.
- Cultural competency, equity and outreach practices to ensure inclusive and broad public participation.
- Written and oral presentation skills in a variety of formal and informal settings, both inside and outside the City.
- Training practices and procedures.

Ability to:

- Develop and present effective training curriculum in numerous areas of leadership, cultural awareness, diversity, and areas of occupational safety and health.
- Promote diversity and multicultural understanding in the workplace.
- Conduct and facilitate meetings; present information before groups of employees, managers or officials.
- Read, interpret, apply and explain rules, regulations, policies and procedures.
- Critically analyze current policies, practices, and procedures, and recommend and implement changes as needed.
- Maintain accurate records.
- Effectively operate windows based computer and software applications related to assigned department/division.
- Communicate effectively both orally and in writing.
- Establish and maintain effective working relationships with co-workers, city staff, city officials, and the public.
- Provide excellent customer service, in sometimes stressful situations, to internal and external customers.
- Work under deadlines and manage workload effectively.
- Demonstrate knowledge of and successful application of adult learning theory.
- Maintain regular and reliable attendance.

Qualifications

A combination of the experience, education, and training listed below which provides an equivalent background to perform the work of this position.

Experience:

- Three years of professional level experience in workplace training development and delivery, preferably in the public sector.

Education and Training:

- Bachelor's degree in management, public or business administration, or related field.

Licenses or Certificates:

- Must possess, or have the ability to possess within one month of hire date, a Washington State Driver's license.

Physical Demands/Working Conditions

The physical demands and characteristics of the work environment described here are representative of those occurring in the performance of the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the essential functions of this job, the employee is frequently required to stand; walk; sit; kneel, bend, or climb and to use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee must frequently lift up to 10 pounds; and occasionally lifts and/or move 10 to 20 pounds. Specific vision

abilities required by this job include close vision, distance vision, peripheral vision, color vision, depth perception, and the ability to adjust focus.

This position works primarily in an office where the noise level in the work environment is usually low to moderate; however, incumbent may occasionally work outside in a variety of weather conditions. The incumbent regularly travels to events within or near the city.

This position generally works a regular schedule; however, incumbents may be required to work some evening and/or weekend hours to attend public meetings or other events.

This position description generally describes the principle functions of the position and the level of knowledge and skills typically required. It does not constitute an employment agreement between the employer and employee, and it is subject to change as the needs of the employer and the requirements of the job change.

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

PAY BAND	TITLE	SALARY BASE	RATE 1	RATE 2	RATE 3	RATE 4	RATE 5	RATE 6	RATE 7	RATE 8
8	BKAT PRODUCTION ADMINISTRATOR	MONTH	6,041.28	6,347.10	6,505.74	6,668.42	6,895.16	7,006.06	7,181.20	7,360.74
	COUNCIL/AUDITOR ASSISTANT	SEMI-MONTH	3,020.64	3,173.55	3,252.87	3,334.21	3,417.58	3,503.03	3,590.60	3,680.37
	HUMAN RESOURCES ANALYST I	ANNUAL	72,495.36	76,165.20	78,068.88	80,021.04	82,021.92	84,072.72	86,174.40	88,328.88
		SEMI-MO DEF COMP	120.83	126.94	130.11	133.37	136.70	140.12	143.62	147.21
7		MONTH	5,750.10	6,041.28	6,192.28	6,347.10	6,505.74	6,668.42	6,835.16	7,006.06
		SEMI-MONTH	2,875.05	3,020.64	3,096.14	3,173.55	3,252.87	3,334.21	3,417.58	3,503.03
		ANNUAL	69,001.20	72,495.36	74,307.36	76,165.20	78,068.88	80,021.04	82,021.92	84,072.72
		SEMI-MO DEF COMP	115.00	120.83	123.85	126.94	130.11	133.37	136.70	140.12
6		MONTH	5,473.04	5,750.10	5,893.92	6,041.28	6,192.28	6,347.10	6,505.74	6,668.42
		SEMI-MONTH	2,736.52	2,875.05	2,946.96	3,020.64	3,096.14	3,173.55	3,252.87	3,334.21
		ANNUAL	65,676.48	69,001.20	70,727.04	72,495.36	74,307.36	76,165.20	78,068.88	80,021.04
		SEMI-MO DEF COMP	109.46	115.00	117.88	120.83	123.85	126.94	130.11	133.37
5	LEGAL ASSISTANT II - CIVIL	MONTH	5,209.38	5,473.04	5,609.94	5,750.10	5,893.92	6,041.28	6,192.28	6,347.10
	LEGAL ASSISTANT II - PROSECUTION	SEMI-MONTH	2,604.69	2,736.52	2,804.97	2,875.05	2,946.96	3,020.64	3,096.14	3,173.55
		ANNUAL	62,512.56	65,676.48	67,319.28	69,001.20	70,727.04	72,495.36	74,307.36	76,165.20
		SEMI-MO DEF COMP	104.19	109.46	112.20	115.00	117.88	120.83	123.85	126.94
4	LEGAL ASSISTANT I	MONTH	4,958.30	5,209.38	5,339.58	5,473.04	5,609.94	5,750.10	5,893.92	6,041.28
	PUBLIC RECORDS/LEGAL ASSISTANT I	SEMI-MONTH	2,479.15	2,604.69	2,669.79	2,736.52	2,804.97	2,875.05	2,946.96	3,020.64
		ANNUAL	59,499.60	62,512.56	64,074.96	65,676.48	67,319.28	69,001.20	70,727.04	72,495.36
		SEMI-MO DEF COMP	99.17	104.19	106.79	109.46	112.20	115.00	117.88	120.83
3		MONTH	4,722.24	4,958.30	5,082.32	5,209.38	5,339.58	5,473.04	5,609.94	5,750.10
		SEMI-MONTH	2,361.12	2,479.15	2,541.16	2,604.69	2,669.79	2,736.52	2,804.97	2,875.05
		ANNUAL	56,666.88	59,499.60	60,987.84	62,512.56	64,074.96	65,676.48	67,319.28	69,001.20
		SEMI-MO DEF COMP	94.44	99.17	101.65	104.19	106.79	109.46	112.20	115.00
2		MONTH	4,497.42	4,722.24	4,840.30	4,958.30	5,082.32	5,209.38	5,339.58	5,473.04
		SEMI-MONTH	2,248.71	2,361.12	2,420.15	2,479.15	2,541.16	2,604.69	2,669.79	2,736.52
		ANNUAL	53,969.04	56,666.88	58,083.60	59,499.60	60,987.84	62,512.56	64,074.96	65,676.48
		SEMI-MO DEF COMP	89.95	94.44	96.81	99.17	101.65	104.19	106.79	109.46
1	VIDEO SPECIALIST	MONTH	4,283.22	4,497.42	4,609.82	4,722.24	4,840.30	4,958.30	5,082.32	5,209.38
		SEMI-MONTH	2,141.61	2,248.71	2,304.91	2,361.12	2,420.15	2,479.15	2,541.16	2,604.69
		ANNUAL	51,398.64	53,969.04	55,317.84	56,666.88	58,083.60	59,499.60	60,987.84	62,512.56
		SEMI-MO DEF COMP	85.66	89.95	92.20	94.44	96.81	99.17	101.65	104.19



MEMORANDUM

DATE: 3/8/2024
TO: City Council
FROM: Shane Weber, Engineering Manager
SUBJECT: Warren Avenue Bridge Alternatives and Funding Gap

This memo has been developed to assist City Council in its discussion of funding a preferred alternative for the Warren Avenue Bridge Project. As requested by Council, the other feasible alternatives that are available to the project and the cost savings compared to Alternative X are included for information.

The Warren Avenue Bridge Feasibility and Alternatives Analysis was recently updated based on new information provided by WSDOT and the addition of Council's Alternative X, approved via Resolution 3363. Based on this new information the following alternatives were evaluated and are found to be structurally feasible, maintainable, and meet the purpose of the project to provide ADA accessibility. The total amount of secured funding is \$26.5M; \$1.5M for design and \$25M for construction. Note that there is \$500K in Climate Commitment Act (CCA) Funds secured for the project in the Legislature's 2023-2025 Budget. However, the CCA is at risk of being repealed by Initiative 2117 this fall. If the CCA is not repealed, this funding would be available in January 2025.

	Alternative X	Alternative 1	Alternative 2	Alternative 7
Alternatives	12-foot clear width on east side; 8-foot clear width on west side	8-foot clear width both sides	10-foot clear width both sides	12-foot clear width on east side; 5-ft clear width on west side
Overlooks	2 total West side only	4 total (2 each side)	4 total (2 each side)	No
Larger UBIT	Yes	N/A	Yes	Yes
Design	\$2.3M	\$2.0M	\$2.0M	\$2.3M
Construction (inc. UBIT)	\$28.0M	\$24.0M	\$27.8M	\$22.5M
Total Project Cost	\$30.3M	\$26.0M	\$29.8M	\$24.8M
Difference between Cost and Secured Funding	Design -\$800K Construction -\$3M	Design -\$500K Construction +\$1M	Design -\$500K Construction -\$2.8M	Design -\$800K Construction +\$2.5M

**Published for
March 13
Council Meeting**

**Item C1 –
Presentation provided by
Council Member Jeff Coughlin**

WARREN AVENUE BRIDGE **MULTIMODAL PROJECT**

Project Analysis Based on March 6th SCJ Memo
Jeff Coughlin
March 13, 2024

Current Budget and Cost

- Projected available funds are \$27.0 million.
- March 6th SCJ Memo puts project cost at \$30.2 million.
- Gap is \$3.2 million.

Budget Item	\$ in Millions	Notes
Initial Engineering	\$1.5	
Additional Engineering	\$0.5	Tied to CCA
Construction (2025-2027)	\$15.0	
Construction (2027-2029)	\$10.0	
Total	\$27.0	

Expense Item	\$ in Millions	Notes
Construction	\$19.0	2026 Dollars
Contingency Funds	\$4.1	25% of 2022 Construction Cost \$
Management & Inspection	\$2.8	
Engineering	\$2.3	
UBIT	\$2.0	\$1.27M purchase (2026) + \$0.73M Operations
Total	\$30.2	Exact total is \$30,200,328.42.

Phasing

- The legislature's staggered appropriation of funds naturally leads to project phasing, adding time to secure additional funding.
 - Do 12' East in 2025-2027, 8' West in 2027-2029, and apply for grants in-between.
 - We'd have **\$17M** for 2025–2027. (\$2M engineering + \$15M construction).

- What is the cost to complete 12' East side in 2025–2027?

Rough Estimate:

- 100% of Engineering cost: \$2.3 million
- 60% of Construction cost: \$11.4 million
- 60% of Management and Inspection cost: \$1.7 million
- Total: **\$15.4M** (leaves \$1.6M for contingency and/or UBIT if needed.)

More Detailed:

- Many construction items not needed at all until Phase 2 (see next slide).
- Total: **\$12.62M** (leaves \$4.38M for contingency and/or UBIT if needed.)

More Detailed Phase 1 Cost

Expense Item	Construction Cost % of Full	\$ in Millions
Bridge Prep	100%	\$0.50
Traffic Control	50%	\$0.27
Remove Center Curb	0%	\$0.00
Remove Edge Barrier	50%	\$0.25
Remove Sidewalk	50%	\$0.25
Steel Cost (Purchase and Clean/Paint)	60%	\$4.62
Bridge Railing	50%	\$0.52
Traffic Barrier	33%	\$0.34
Remove and Replace Outer Catwalk	50%	\$0.55
New Center Catwalk	0%	\$0.00
3rd Party Damage	100%	\$0.05
Asbestos Removal and Illumination	50%	\$0.23
Art and Placemaking	0%	\$0.00
Erosion and Sediment Control	50%	\$0.27
Staircase & Sidewalk Tie-In	50%	\$0.15
Mobilization	50%	\$0.61
Construction Sub-Total	45.3%	\$8.62

Expense Item	Construction Cost % of Full	\$ in Millions
Construction Sub-Total	45.3%	\$8.62
Management and Inspection	60%	\$1.70
Engineering	100%	\$2.30
Total		\$12.62
Leftover for UBIT and/or Contingency if Needed		\$4.38

Possible Funding and Financial Solutions

- WSDOT
 - Pedestrian & Bicycle Program (Due May 31)
 - Safe Routes to School (Due June 7)
 - Project needs to be within 2 miles of a school.
 - View Ridge, Armin Jahr, Naval Ave, Bremerton High, Catalyst are all only 1 mile away or less.
 - Surface Transportation Block Grant
 - Transportation Alternatives
- PSRC/KRCC Grants
 - Modify current asks and/or add new one.
 - Apply in next biennium.
- Transportation Improvement Board
 - Active Transportation Program (Open in June)
- Public Works Board
 - Very low interest loans available.
- Congressional Appropriations
 - Kilmer, Cantwell, Murray just opened.

Possible Cost Reduction – Contingency Funds

- **Could reduce budget by \$3.2 million.**
- \$4.1 million of the project budget is contingency (25% of construction cost).
- Since we have flushed out many of the risks and unknowns of this project, why is such a large contingency still included? Better ways to calculate.
- WSDOT design-bid-build contract contingencies are limited to 4% of the total contract amount (2023 WSDOT Cost Estimating Manual for Projects).
- A contingency of 5.5% of construction reduces budget by \$3.2 million.

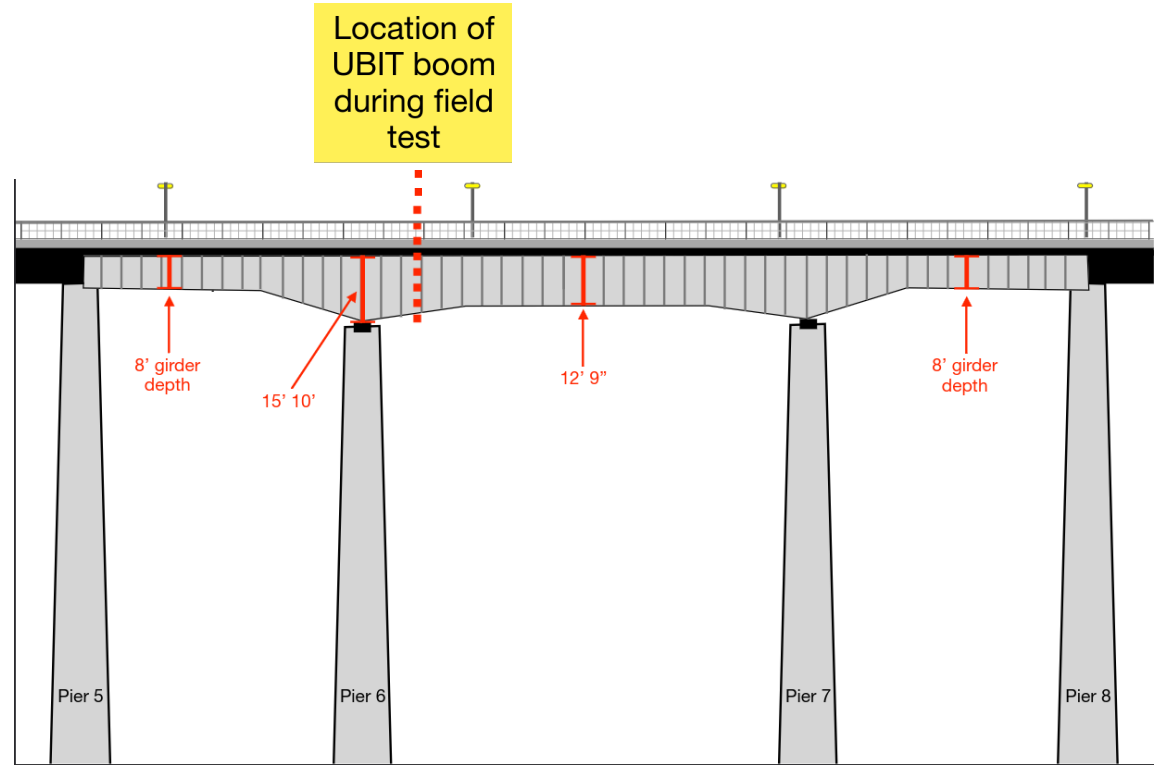
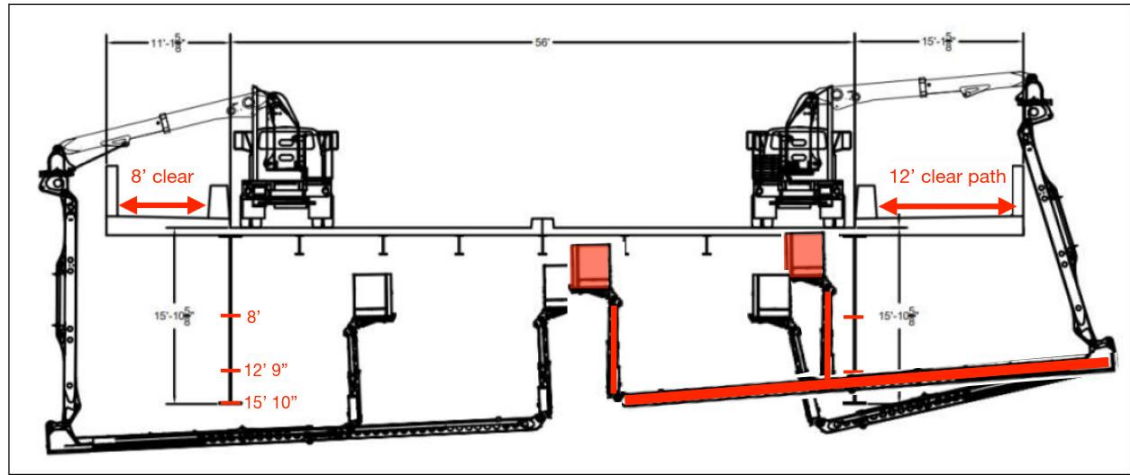
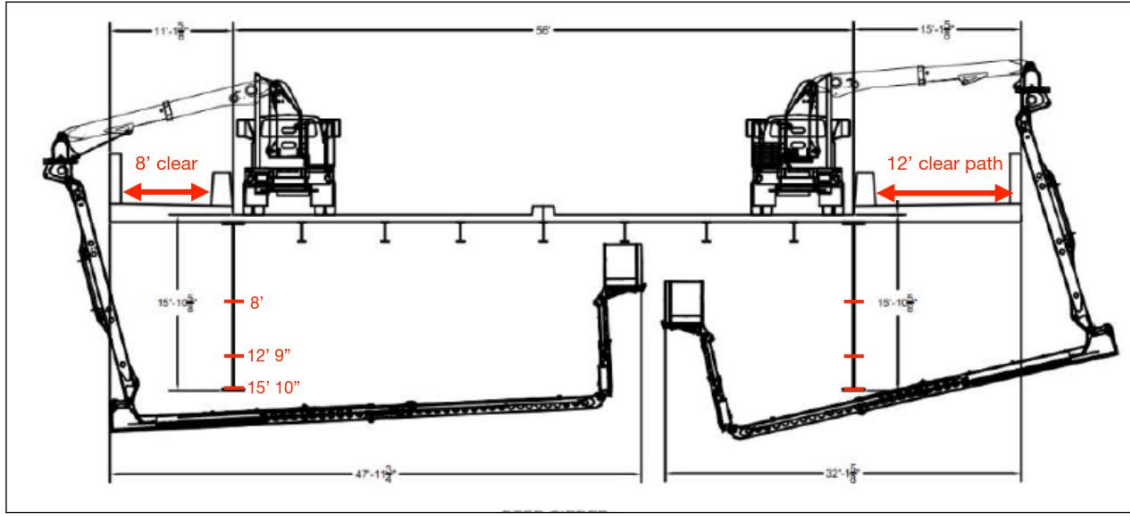
Possible Cost Reduction – Shorter Catwalks

- **Could reduce budget by \$937,000.**
- Catwalks are stated as needed for inspection around the deep girders on Piers 6 and 7.
- Budget assumes each outer catwalk spans full 606-foot length of steel bridge segment.
- Aspen Arial's analysis said only 50 feet on each side of Piers 6 and 7 is needed, but WSDOT instructed to include full length without justification.
- At \$770 per foot, only doing 200 feet for each of the 3 catwalks saves \$937,860.

What is the length of the catwalk modifications? Previously this was identified by Aspen as only being needed for 50' each side of each pier on the steel spans. Wider sidewalks installed on both sides of the bridge will require a deck centerline catwalk, full length of the steel spans. For estimating purposes, I think that widened catwalks should also be assumed along the inside faces of both steel girders, for the full length of the steel spans.

Possible Cost Reduction – No Center Catwalk

- **Could reduce budget by \$466,000.**
- Requirement of center catwalk seems to be based on Aspen Aerial's analysis of UBIT capability, assuming girder depth of 15'10" as supplied by WSDOT.
- 15'10" is the maximum depth of the girder at the center of Piers 6 and 7, *where a UBIT cannot physically be located for inspection*. Any location a UBIT inspects from is away from a Pier and at a shallower girder depth.
- A more reasonable mid-span girder depth of 12' 9" very likely allows the UBIT to inspect all the way to the center of the bridge, i.e., no catwalk.
- Using the A-62T from the 8' West side also seems to show it can reach past the center.
- At \$770 per foot, not requiring 606' of center catwalk saves \$466,620.



Possible Cost Reduction – Miscellaneous

- \$584,000 from leaving existing center concrete traffic barrier if not required to replace due to reduced catwalk weight, *or pay it from future bridge deck improvement funding.*
- \$1.34M from leaving existing inner pathway concrete and railing barriers in-place If not required to replace due to reduced catwalk weight.
- Up to ~\$1.0M less by urging WSDOT to follow-through on their offer to perform "an operation review of our inspection program", which will very likely show an A62-T can operate on most of all the same bridges as an A62. City only pays for cost difference at next scheduled replacement.
- Up to \$736,528 less on UBIT operational costs if UBIT can be used on other bridges and by other cities.

**Published for
March 13
Council Meeting**

**Item C1 –
Public Works Response**

From: Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>
Sent: Wednesday, March 13, 2024 2:43 PM
To: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Cc: Kylie Finnell <Kylie.Finnell@ci.bremerton.wa.us>; Jane Rebelowski <Jane.Rebelowski@ci.bremerton.wa.us>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; City Council <City.Council@ci.bremerton.wa.us>; Shane Weber <Shane.Weber@ci.bremerton.wa.us>; Ned Lever <Ned.Lever@ci.bremerton.wa.us>
Subject: RE: WAB Slides

Thank you for your comments Councilor - we understand your proposal to be to move forward with 100% design and permitting of Alternative X, construct the east side of the bridge as one phase and later construct the west side as a second phase, and pursue additional funds for the west side of the bridge. You have additional proposals for WSDOT to assume costs of barriers and UBIT operations, plus proposals to optimize catwalks and reduce contingency.

We reached out to our consultant, WSDOT and our lobbyist regarding the proposal, and while didn't receive complete comments, we did receive the following initial response:

Current Budget and Cost (slide 2)

Design and permitting is anticipated to take 2-years, and assuming the preferred alternative is confirmed soon, we anticipate advertisement in mid-2026 with construction in 2027-2028. This matches well with the State funding allocation schedule which has \$15M programmed for 2025 – 2027 and \$10M programmed for 2027 – 2029.

Our lobbyist indicated that all Transportation Funding is reviewed every legislative session, and our funding will be reviewed and evaluated every year. He stated that any indication that Bremerton may not be ready to proceed according to our construction allocation schedule could result in our funding being delayed. He also noted that added scrutiny and competition for funding will occur if the Climate Commitment Act repeal initiative is passed in November.

Phasing the Construction of the Project (slide 3)

Phasing the project is not necessary because there is a year overlap between the 2025/2027 and 2027/2029 biennia.

The project can be phased; however, there are significant issues and risks with this approach, as follows:

- Increased design costs (creating multiple design packages, limited WSDOT resources, etc.) This cost has not been quantified.
- Increased construction costs (lost economies of scale, duplication of work, multiple contractor's mobilization, longer construction time, added cost escalation for the second phase, etc.) These costs have not been quantified.
- WSDOT has indicated they will require both sides of the bridge to be brought up to ADA accessibility standards. In preliminary conversations with WSDOT, they may require the City to provide a funding guarantee for subsequent phases until the entire bridge is brought up to ADA standards.
- Permits have time limits and the timing of the second phase could be subject to changing permit requirements.

If Council elects to move forward with this approach, staff will need to re-evaluate project delivery (schedule, costs, resources) and would need to obtain approval from WSDOT.

Possible Funding and Financial Solutions (slide 5)

Staff agree there are programs in place for potential funding; however, there is no guarantee this project will be selected for funding.

Most of the programs on this slide are federal funding programs. Staff strongly recommends that Council not federalize the project as the additional administrative requirements would delay the project and increase the permitting effort. Additionally, the project would be subject to federal funding requirements (Buy America, Disadvantage Business Enterprise, Davis Bacon Wages, etc.). In our experience, federalizing a project has been known to increase projects costs on the order of 30%.

Possible Cost Reductions – Contingency Funds (slide 6)

The design completed to date is conceptual, and detailed design will follow. As such, the contingency was established to cover project elements that are currently unknown. It is the professional recommendation of the consultant team, including WSDOT, that the contingency be retained at a minimum of 25% to account for added complexity in the design and construction, as well as to cover uncertainty in costs associated with permit requirements, bid climate, etc.

The 4% referenced in the slide is what WSDOT calls a “Change Order Contingency” and typically assigns this to construction for change orders. Note that on a typical WSDOT project, their total contingency would be on the order of 25% – 30% at this “Scoping Phase” of the project.

Our cost estimates include a single 25% contingency.

Possible Cost Reduction – Catwalks (Slides 5, 7 and 8)

Our structural design consultant, WSDOT structural engineer, and WSDOT structures maintenance have evaluated inspection requirements, and WSDOT has determined that the catwalks are required as described in the memo. That said, there is an opportunity to optimize the catwalks during design.

Possible Cost Reduction – Miscellaneous (Slide 10)

The replacement of the center barrier and the edge barriers are a required for the multimodal project, they’ve been vetted and approved by WSDOT, and are and included in the project. Note that WSDOT has stated repeatedly that they have no funding to provide to the multimodal project.

WSDOT has been clear that the City is responsible for purchasing the UBIT. This direction has not changed. WSDOT has indicated the operations costs are likely worst-case scenario, so there could be a savings, but this is not guaranteed.

Tom Knuckey, P.E.

Director of Public Works & Utilities

City of Bremerton

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

tom.knuckey@bremertonwa.gov

From: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Sent: Tuesday, March 12, 2024 5:29 PM
To: Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>
Cc: Kylie Finnell <Kylie.Finnell@ci.bremerton.wa.us>; Jane Rebelowski <Jane.Rebelowski@ci.bremerton.wa.us>
Subject: WAB Slides

Hi Tom,

Please find attached the PPT that Jane referenced in her phone call with you earlier today. I just finished it today.

I'm happy to sit down anytime to talk through some of these ideas.

Cheers,
Jeff

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