



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

WEDNESDAY, OCTOBER 11, 2023
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 **October 18, 2023** City Council Meeting Agenda, or as indicated...*

- *Members of the public may click the link below to join the webinar:*
<https://us02web.zoom.us/j/87318266756?pwd=ZWIMVnVYbFBHYjY5U1RJUmFreDFXUT09>
 - *Or One tap mobile:*
US: +12532050468,,87318266756#,,,,*857582# or +12532158782,,87318266756#,,,,*857582#
 - *Or Telephone: Dial (for higher quality, dial a number based on your current location):* US: +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 6833
- Webinar ID: 873 1826 6756*
Passcode: 857582


A. BRIEFINGS ON AGENDA BILL ITEMS

1. Update on the Parks and Recreation Commission Recommendations *Information only*
2. Renewal of Professional Services Agreement with Kitsap Humane Society for Animal Control Services
3. Acceptance of Defense Communities Compatibility Account Grant for Construction of the Quincy Square Project; and Capital Agreement with WA State Department of Commerce
4. Public Works Agreement with Precision Concrete Cutting, Inc. for the 2023-2025 Sidewalk Trip Hazard Removal Unit Priced Contract
5. Resolution to approve the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area
6. Update on the Warren Avenue Bridge Multimodal Project *Information only*
7. Update on Professional Services Agreement with Parametrix, Inc. for Oyster Bay Avenue Site Preparation to Develop a Homeless Shelter *Information only*
8. Resolution to repeal Resolution No. 3349; and adopt updated Council Rules & Procedures

B. GENERAL COUNCIL BUSINESS

1. Discussion on Charter Section 18 relating to the City Auditor *Information only*
2. Discussion on Funding Options in Response to Homelessness *Information only*
3. Discussion on possible definitions for Livability relating to the Joint Transportation Compatibility Plan *Information only*
4. Audit Committee Briefing (*Last Meeting 9/29/2023*) – Chair Anna Mockler
5. Public Safety Committee Briefing (*Last Meeting 10/3/2023*) – Chair Denise Frey
6. Regional and Other Committee/Board Briefings
7. Other General Council Business (*As necessary, and as time allows...*)

C. ADJOURNMENT OF STUDY SESSION

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

INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

A1

SUBJECT: Update on the Parks and
Recreation Commission Recommendations

Study Session Date: October 11, 2023

Presenter: P. Dutky

Phone: 360-473-5280

SUMMARY: An Update on the Parks and Recreation Commission Recommendations will be provided, so that Council may discuss in preparation for the upcoming 2024 Budget Workshops.

HANDOUTS: Recommendations from August 22, 2023 Parks and Recreation Commission Meeting

STUDY SESSION AGENDA:

No Presentation

Full Presentation

From: City Council <City.Council@ci.bremerton.wa.us>
Sent: Friday, August 25, 2023 5:22 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: Paul Dutky <pdutky@gmail.com>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>
Subject: FW: (Additional Information) Parks Commission Recommendation (Paul Dutky)

Attn: Council Members

****For informational purposes only. Do not reply to this email****

From: Paul Dutky pdutky@gmail.com
Sent: Friday, August 25, 2023 4:27 PM
To: City Council City.Council@ci.bremerton.wa.us
Subject: Park Commission Recommendation for the City Council and Mayor

Hello Lori,

Would you please pass the attached document on to the City Council and Mayor from the Bremerton Parks Commission?

Please let me know if there is any difficulty opening the supplied links. If there is, I can supply these documents another way.

Paul Dutky
Vice Chair, Bremerton Parks Commission

From: City Council
Sent: Thursday, August 24, 2023 6:50 PM
To: Paul Dutky pdutky@gmail.com
Cc: City Council City.Council@ci.bremerton.wa.us; Greg Wheeler Greg.Wheeler@ci.bremerton.wa.us
Subject: RE: Parks Commission Recommendation (Paul Dutky)

Mr. Dutky,

This is to acknowledge receipt of your email, with attachment, and to let you know that per your request, it was forwarded to the Council Members and Mayor Wheeler.

Thank you,

Lori Smith
Legislative Office Manager
Bremerton City Council
(360) 473-5280
www.BremertonWA.gov



From: Paul Dutky <pdutky@gmail.com>
Sent: Wednesday, August 23, 2023 6:25 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Parks Commission Recommendation

The Parks Commission has a duty (by ordinance) to convey recommendations to the City Council and Mayor, as well as to the Parks and Recreation Department director. The Parks Commission passed the below recommendation by unanimous vote at our Parks Commission meeting on August 22, 2023.

"The Parks Commission supports the concept of a safe non-motorized ADA compliant shared use path between the NE corner of the Warren Avenue Bridge and Lebo Blvd that runs inside the boundaries of Sheridan Park to the corner of Clare Avenue and Juniper Street, and then to Lebo Blvd on a widened Clare Avenue sidewalk. This will preserve forested areas and improve park infrastructure while enhancing multimodal connectivity. The forest west of the Sheridan Community Center could support an unpaved path from Lebo to the shared use path parallel to Juniper Street. We request the Parks Commission Chair email this recommendation to the Bremerton City Council."

Please forward this information to the Council and Mayor, as well as the supporting document attached to this email (which includes the recommendation).

Paul Dutky
Interim Chair, Parks Commission

To: Bremerton City Council, Mayor Greg Wheeler
Subject: Parks Commission recommendation

The Parks Commission has a duty (by ordinance) to convey recommendations to the City Council and Mayor, as well as to the Parks and Recreation Department director. The Parks Commission passed the following recommendation by unanimous vote at our Parks Commission meeting on August 22, 2023.

"The Bremerton Parks Commission recommends the city provide annual, dedicated funding for the Parks department, sufficient to meet all of its responsibilities, including maintenance of its forested properties and park and plaza landscaping, as well as removal of invasive species. We request the Parks Commission Chair email this recommendation to the Bremerton City Council."

Supporting documentation:

1. Kitsap Sun article September 2013, regarding crisis underfunding at Bremerton's Parks and Recreation Department.
[1. Kitsap Sun. 2013. Crisis underfunding at Parks](#)
2. Excerpt from the July 25, 2023 Parks Commission Meeting Minutes (written by staff).
[2. Excerpt/ Minutes July 25, 2023](#)

The Parks Commission has reviewed a handful of photo essays at recent meetings regarding the current status of several Bremerton parks. Those listed below offer support for our request that the Parks Department be given additional funding. This recommendation is not made lightly. The parks department is so understaffed that if one person calls in sick, they may not be able to fulfill even their minimum responsibilities.

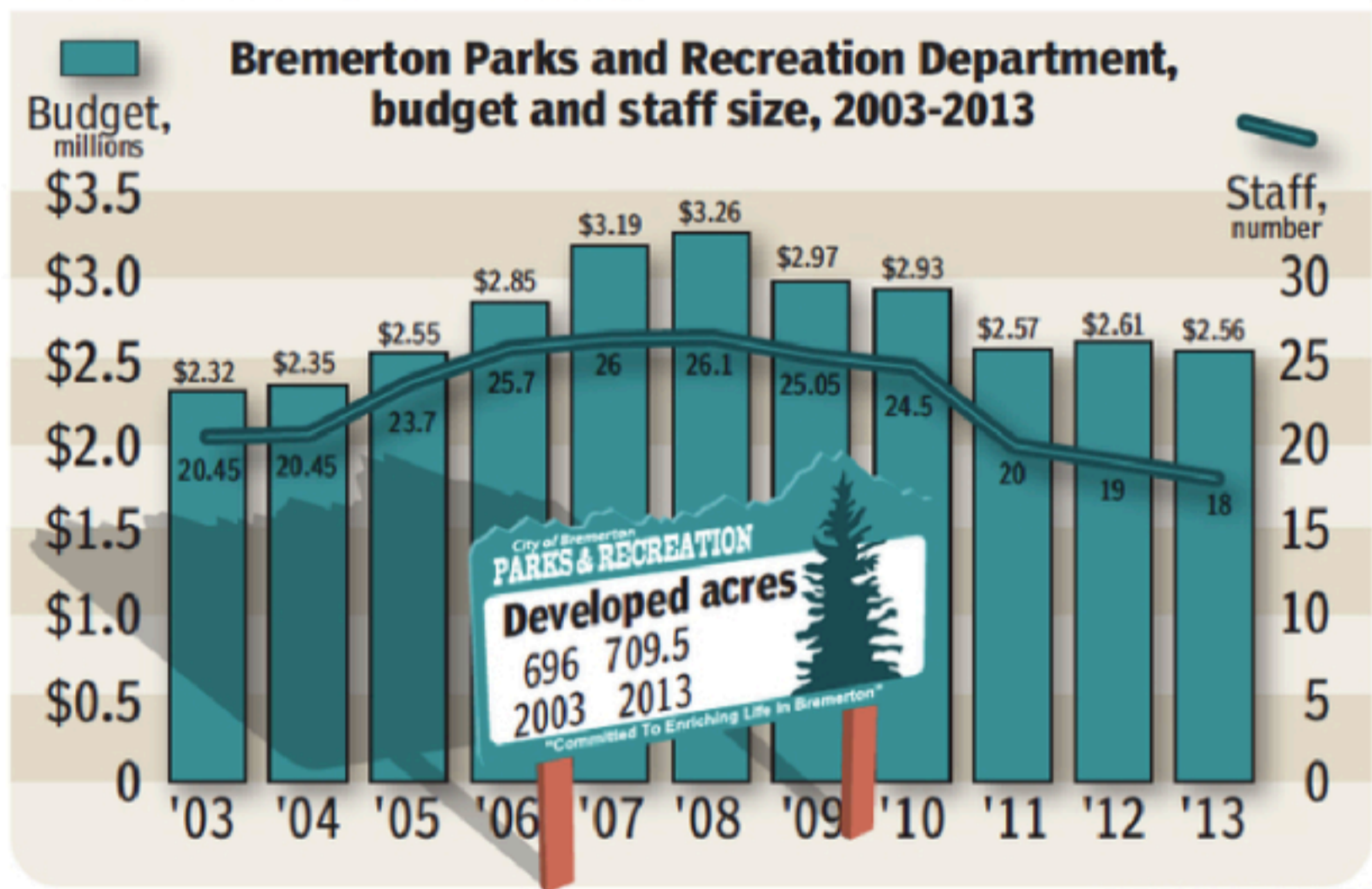
3. Forest Ridge Park
[3. Forest Ridge Park.pdf](#)
4. Sheridan Park
[4. Sheridan Park Report.pdf](#)
5. Harborside Fountain Park and Plaza Plant Care
[5. Plaza Plant Care](#)

Paul Dutky, Vice Chair, Parks Commission

Park paradox: Too many parks, not enough people to maintain them in Bremerton

Kitsap Sun Sept 2013 Josh Farley

BREMERTON PARKS



The Bremerton Parks and Recreation Department's budget and staffing in the past decade.

BREMERTON . From park to park, he bounces. Mike Volpe throws his truck into park and then strides toward the nearest trash bin.

"If you see a garbage can overflowing, that's me not doing my job," says Volpe, one of 18 people and 12 in the maintenance staff in the [Bremerton Parks and Recreation Department](#).

Tossing the plastic bags into his truck bed on a recent Saturday at Blueberry Park, he then retrieves cleaning tools from it and heads for the bathrooms. During peak summer months, they require constant cleanings.

After picking up litter, it's onto the next.

"It's a nonstop gig," he said.

Summertime in the parks department is damage control. On a staff the size of what it was in 1977, the city's added 17 more parks properties to maintain since then.

Several prominent rebuilds of local parks, [including Blueberry](#), the beachfront [Lions Park](#) and [Kiwanis Park](#) in Union Hill, were funded by outside grant dollars. But there's no way to maintain those new assets long-term, and they're at risk of atrophy in the future. [The situation is a "crisis" according to Cary Bozeman](#), the former Bremerton mayor who [led a task force this year](#) aimed at finding ideas to sustain the system.

"My message to the City Council, the stewards of the budget, is that they can no longer believe they can maintain this parks system on the revenue available," Bozeman said.

Bozeman's final report, released Friday to the Kitsap Sun, makes several key points: parks facilities are deteriorating without upkeep; volunteers help supplant parks staff work but can never replace them; and a tax levy will be needed "at some point" to replace aging infrastructure and maintain parklands.

The basis of Bozeman's argument is that while the staff has been shrinking, the parkland has been growing. There were about 18 full-time staff members and, following a peak of 26 in 2008, there is again 18 today following the financial collapse.

Bremerton Parks and Recreation Director Wyn Birkenthal said that through the "sheer determination" of parks staff like Volpe, "We're keeping up pretty well on ordinary maintenance."

Long-term maintenance is another matter. Budgets used to contain money for playground replacements and roof maintenance. Lawns got watered and flower beds weeded. The Sheridan Community Center on Lebo Boulevard alone has \$1 million in maintenance needs ? and that was determined in a study from the late 1990s.

That's coupled with service increases on some parklands, particularly high maintenance ones like the \$20 million [Harborside Fountain Park](#). Staff must tend to its pricey infrastructure constantly. Volpe, who's become an expert in tending to them, says 25 pounds of bromine are needed every week they're in operation to keep them sanitary.

To keep Bremerton's park system from falling into disarray, Bozeman's task force weighed, and city officials are weighing, a number of ideas in three key areas: finding new revenues, relying on the community and cutting or consolidating costs.

1. FINDING MONEY: LEVIES AND FEES

Bremerton's parks' funding conundrum is not unique in the country. The financial collapse and subsequent decrease in tax revenues to local governments forced them to prioritize services like fire and police over quality-of-life programs like recreation. Within parks departments, cuts to maintenance were first on the chopping block. The [Urban Institute estimates](#) that many large American cities now have more than \$1 billion each in deferred park maintenance.

Finding a way to pay for that backlog of maintenance, like the repairs needed to [Sheridan Community Center](#), is no easy task.

Parks can establish user fees for programs to pay for some upkeep and even pass a city tax increase. Birkenthal said staff has already looked for and found areas where fees are appropriate , softball leagues for instance , that can cover parks' costs with little in the way of subsidies.

Large capital revamps like Sheridan or Manette's community centers, though, won't be covered by fees. Tax increases will have to be on the table at some point, Bozeman's report says.

The city doesn't have a sterling track record on that front. It has never passed one. More than six in 10 residents [voted against a parks levy in 2007](#) that would have fixed and added parks and sidewalks.

Mayor Patty Lent and her challenger this fall, Todd Best, agree that now is not the time for a tax increase.

"We are still in a recessive mode," Lent said. "Our people aren't all back to work."

"People have already been hit too hard," Best echoed.

Lent, however, said she's open to the possibility of running a levy in the next few years, perhaps as early as 2015. A levy for emergency medical services is slated for early 2014 and asking voters to support the two simultaneously could risk both failing.

Bozeman believes a levy amounting to \$30 per year in property taxes, on an average Bremerton home, could do the job. He fears failure in doing so risks the system going into decay.

"Great cities require great park systems," he said. "You cannot identify a great city without a great parks system."

John Larson, chairman of the [Bremerton Parks Commission](#) and a member of Bozeman's task force, said a levy would only be successful if the public voting on it would receive tangible benefits ^{like} new or revamped facilities. A levy for maintenance needs would stand little chance of passing.

"The (voter) mentality is, "You're supposed to be taking care of this anyway," Larson said.

2. ENGAGING THE MASSES

More than a year ago, Jeremiah Wiley and his wife, Shayna, neighbors to Forest Ridge Park, began to notice someone was battling the invasive plants like ivy and blackberries threatening to take over the park in the absence of some park maintenance.

It inspired him to attack the problem and help form a group through Leadership Kitsap, a local service organization, to set up a stewardship group to perform routine maintenance.

The Parks Department couldn't do it anymore, so "we as a community decided to do it ourselves," he said.

Rather than complain about the newfound responsibility, Wiley said the opportunity gave him a sense of ownership and a way to give back.

"We enjoy the flora and fauna and we are the type of people that if we appreciate something, we feel responsible to improve or maintain it," he said.

Across the city, volunteerism at city parks has skyrocketed as parks staffing has dwindled. Multimillion dollar revamps to places Lions Park and Kiwanis Park ? once hangouts for hoodlums and drug dealers ? have created community spaces that churches, service groups and individual groups are unwilling to let fall into disrepair. The [Kitsap 9/11 Memorial at Evergreen-Rotary Park](#) will be cared for by the VFW's local post. And even older parks, like Forest Ridge, are cared for by those like Wiley.

Parks staff are happy to incorporate volunteers into the plan for maintenance. But how far the city can stretch their efforts is debatable.

No one believes volunteers can replace a parks staff, however. Cleaning bathrooms and changing trash bins won't keep them around long. Meeting requirements like special driver's licenses to tow 15-foot lawn mowers isn't going to happen.

"There's still going to be a need for scheduled maintenance," Birkenthal said.

Volunteers can participate in other ways, too. Parks commission Chairman Larson points to the Austin, Texas, park system, which has a private foundation that can help fill in gaps in funding.

3. CUTTING AND CONSOLIDATING

Rather than expanding current funding, the opposite could be considered ? cutting parklands to lower the limited staff's responsibilities.

Yet nowhere in the task force's report was cutting acreage of the parks department mentioned. Nor is it a popular idea among city officials.

Lent, interviewed while volunteer groups erected a new picnic shelter at Bataan Park, one of the city's lesser known pocket parks on Sylvan Way, said the savings could never be worth the outcry from residents and the value the parks provide.

Larson pointed out that at a time when property values have been greatly diminished, now also would be a foolish time to sell off parkland, a move Kitsap County is undertaking.

Bremerton City Council President Greg Wheeler called it a "last resort" and "the worst option."

Another idea, floated during City Council debates by candidates Eric Younger and [Roy Runyon](#), along with Best, is consolidating parks into the Public Works Department. The move could eliminate management positions and free up money for maintenance, they say.

"We don't need all these six-figure supervisors if there's no one to be supervised," Best argues.

Plus, there's crossover operations at times between parks and public works ? Lent, for instance put maintenance of the Harborside fountains under parks though it had started under public works.

Lent doesn't buy the idea that consolidation would help. She cited a difference of "cultures" in the departments, calling public works the "muscle of the city," while parks' staff brings a passion of the pleasure and recreation of its residents.

Wheeler pointed out that differing union contracts between the two departments would have to be reconciled.

But given its discussion of late, it's much more likely to be discussed than closing a park.

The reality, for Parks Commission Chairman Larson, is probably a varied approach using multiple solutions.

"It will take an effort on a lot of fronts," he said. "There won't be one solution there will be small efforts added.

Today, the staff can only do so much. Many weeds go unabated. Some parks don't get watered. Long-term maintenance, like replacing roofs, has gone unchecked.

In the days with greater staffing, Ivy Green Cemetery, for instance, had a full-time employee to handle just about everything, including maintenance. Today, the department shuffles staff to keep up the park.

Volpe, the parks maintenance worker, has worked for the Parks Department almost seven years. In that time, the city has added a park or revamped an existing one to include new features every year. He also was nearly laid off in 2011 until the city found ways of reducing 25 positions to nine at the end of the year.

There are 31 parks around the city. That comes to 17 playgrounds, 14 sports fields, 12 fountains, 18 restrooms, 14 picnic shelters, 22 parking lots, and more.

"We're all busting hump, just to get by," Volpe said.

On his own route, Volpe starts east and moves west. Lions Park. Pat Carey Vista. Blueberry Park. He takes the shortest route possible, a method that would impress UPS.

While efficient, it also is out of necessity. He's going to hit most parks at least twice each day.

Volpe is called "the closer," as he's the guy that, in addition to his regular duties, shuts down the parks for the evening.

There's reasons for hope in Bremerton's parks, Volpe points out. Several parks, including Lions and Kiwanis, were once not so friendly places. Today, families and groups enjoy them.

Bozeman believes the park system is at a "crossroads." The system can be properly funded and maintained, keeping those families using the parks, and that in turn translates into increases in area property values. The converse is unthinkable, he maintains.

"In devaluing that system, you're devaluing the community," he said.

The redeveloped parks have become community hubs. Gardens grow at Blueberry Park, children play at Kiwanis, retirees walk the shorelines at Lions.

"They draw the community together," Wheeler said. "They create neighborhood pride."

Though it's a tough nut to crack, he's optimistic that because of that, they'll find a way to keep the parks from falling into disarray.

"We're going to come to a solution," he said.

Excerpt from Parks Commission Meeting Minutes
July 25, 2023

Director Elevado: “Staffing needs have changed drastically due to current circumstances/increased demands. For example, staff now team up in pairs to open/close restrooms due to safety concerns, and there are more hours spent on repairs due to vandalism and reporting/cleaning up encampments”.

“Mr. Mutek (*maintenance foreman*) emphasized that their job is 365 days/year, 7 days/week, from dawn to dusk and they simply don’t have enough boots on the ground to get to everything. Commissioner Dutky asked how many people are needed now due to increased demand. Director Elevado said it could easily be 10, and although we need to hire more staff, it needs to be sustainable, and the City needs to maintain a fund balance. In the meantime, the department is short staffed, current staff are burnt out (3 employees left in the last 1.5 years, which is unusual), staff are repairing items as they break, not getting to deferred maintenance, and need to prioritize projects as much as possible.”

The Parks Department made substantial improvements to Forest Ridge Park in the days following this presentation. The Commission remains concerned about the ability of the Parks Department to *sustainably* maintain all their parks at an acceptable level.

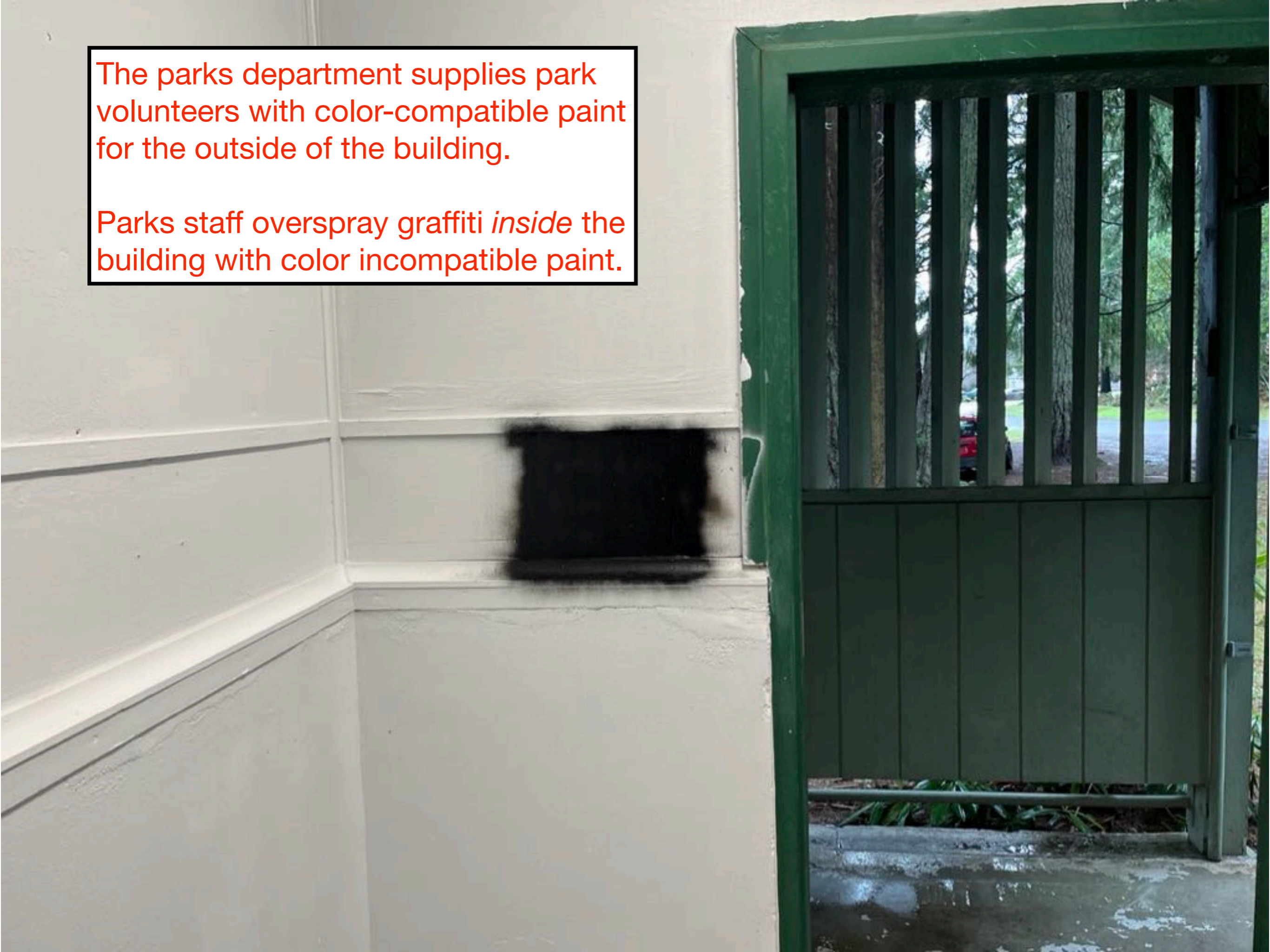
Roof maintenance? Downspout missing.
All images taken on January 13, 2023.





The parks department supplies park volunteers with color-compatible paint for the outside of the building.

Parks staff overspray graffiti *inside* the building with color incompatible paint.







Bench near tennis court. The asphalt path and bench are in disrepair.

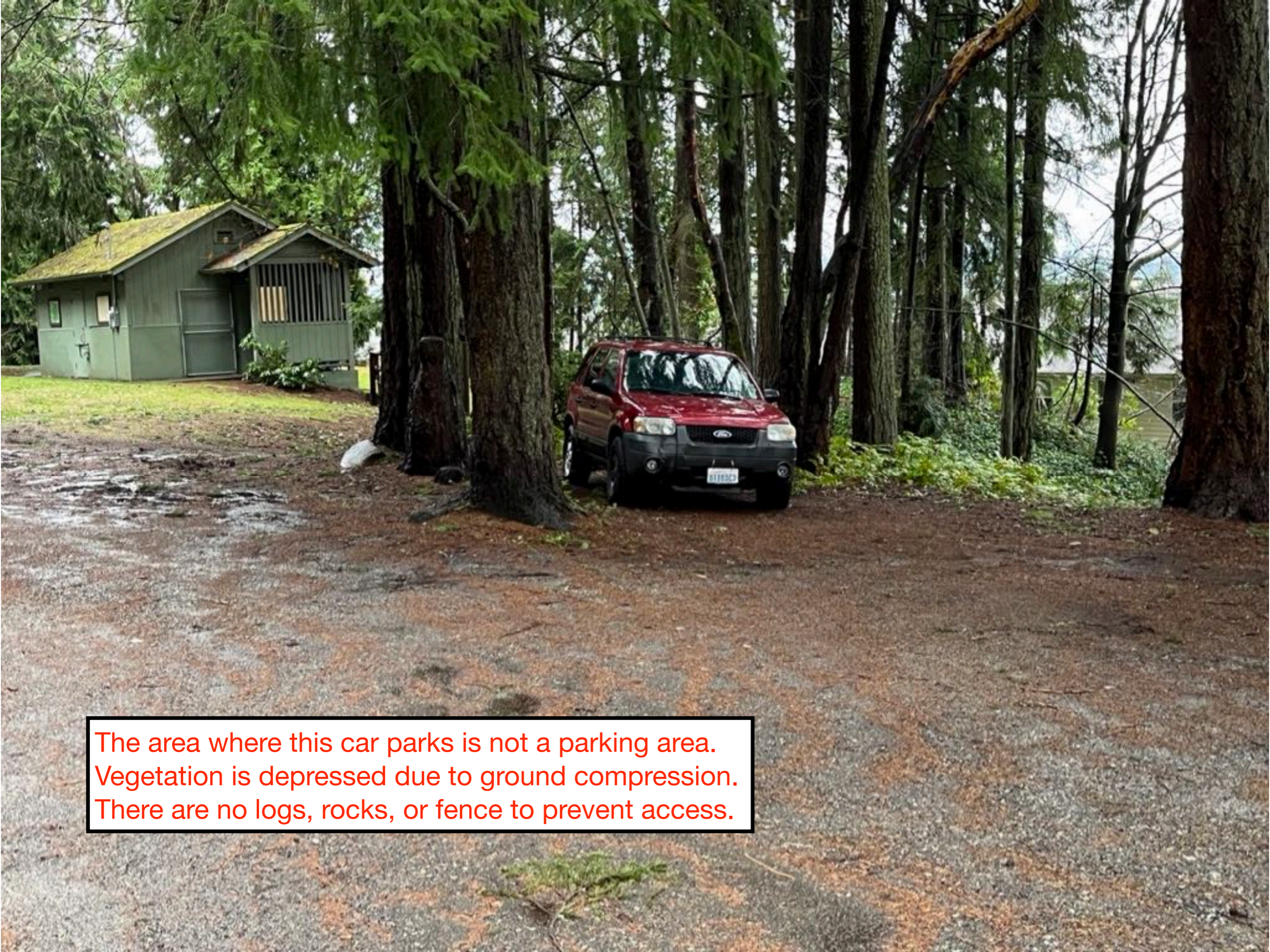




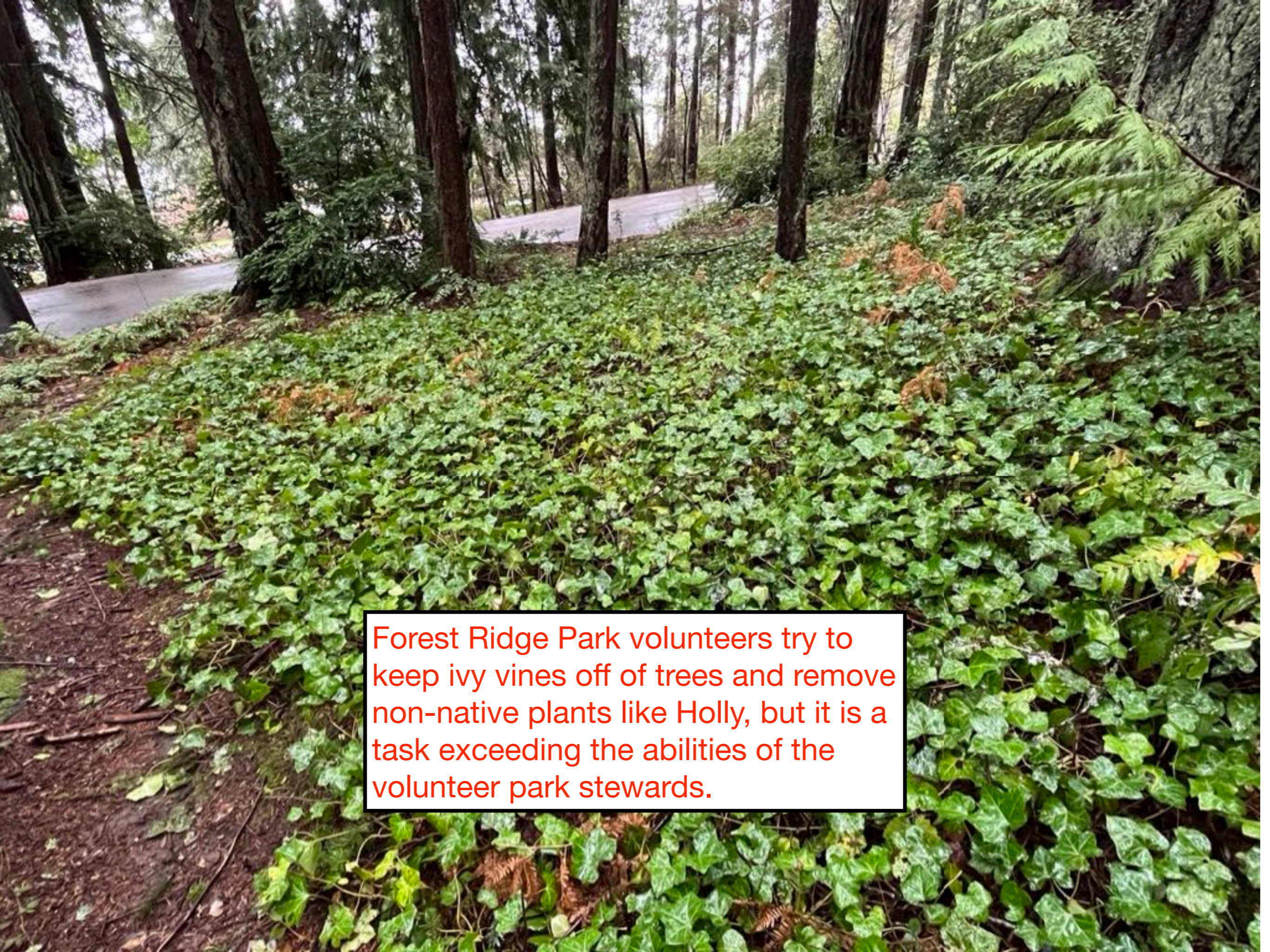
Tennis court surface is cracked. Weeds surround court.

This park road is a dead end, but without a sign indicating this, numerous motorists attempt to drive through the park and are forced to turn around.





The area where this car parks is not a parking area. Vegetation is depressed due to ground compression. There are no logs, rocks, or fence to prevent access.



Forest Ridge Park volunteers try to keep ivy vines off of trees and remove non-native plants like Holly, but it is a task exceeding the abilities of the volunteer park stewards.



















Sheridan Park Clean-up Report

(following the April 29, 2023 volunteer activities)

Sheridan Park was heavily infested with invasive species blocking light into the understory and damaging existing trees. A two-hour volunteer cleanup effort made substantial progress in removing this vegetation, but more work is needed, and recurrence of Holly, ivy and blackberry bushes will need to be managed going forward. Without ongoing trail and forest management, forested park properties undergo erosion from unwanted trail building and ecological degradation.

The Parks Department lacks 6 to 10 FTE positions that are needed to maintain the Bremerton parks system, including forested areas and trails. Fortunately, there are a cadre of volunteers willing to help the Parks Department do needed maintenance. Short term, a dedicated Parks Department volunteer manager could boost the operational capacity of the Parks Department and assist with maintenance and trail development at Pendergast, Forest Ridge, Sheridan, and other city parks. Long term, dedicated funding is needed, sufficient to cover at least a half million dollar funding deficit.

Before Cleanup

Eng. Ivy

Holly

Eng. Ivy

Holly

Eng. Ivy

Holly

Holly

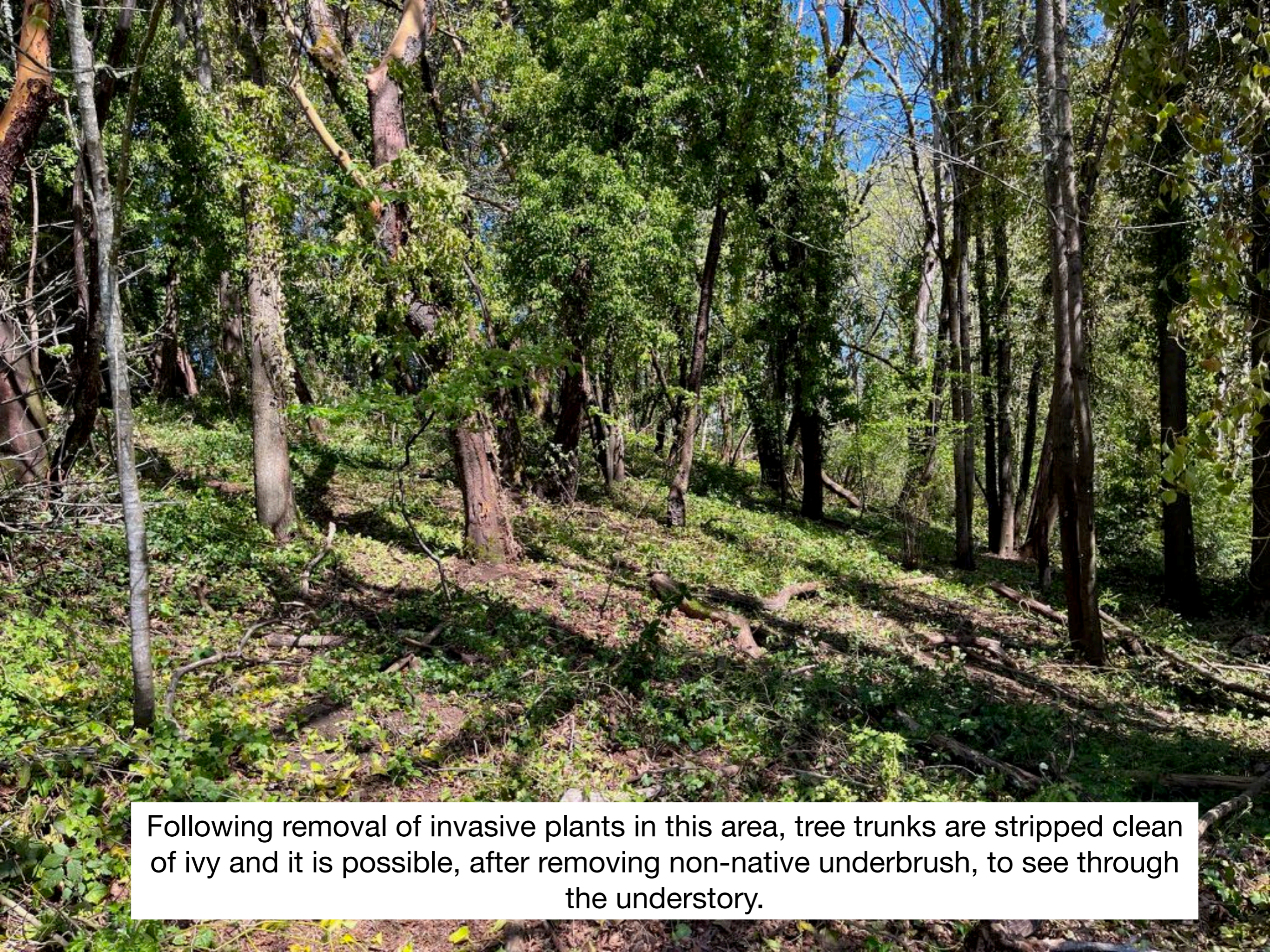
Eng. Ivy

English Ivy is non-native, invasive, and is strangling the trees. Both Holly and English Ivy block visibility.



Volunteers removed several truckloads of Holly trees.
Much more is needed.





Following removal of invasive plants in this area, tree trunks are stripped clean of ivy and it is possible, after removing non-native underbrush, to see through the understory.

Large pile of cut down
Holly trees awaiting
removal



Before



After



Before



After



Residual concrete foundations from WWII remain on park property. These structures were quickly built to provide housing for shipyard workers. Wood uprights were embedded into the concrete foundations, and house walls were nailed to those uprights. Ivy has covered a majority of what is left of these structures, creating trip and wound hazards on park property. Stripping the ivy away from the foundation reveals dangerously protruding nails and wire. These residual above-ground structures should be entirely removed and any remaining foundation buried.

Residual house foundations

Warren Avenue

Juniper Street

Lebo Boulevard


Claire Avenue







Before



Old building foundation walls are obscured by ivy (dashed blue line) and create trip hazards and risk of injury from protruding nails and wire.

After

Exposing hidden hazards











The poster below was shown June 12, 2023 at the Warren Ave. Bridge Multimodal Improvements Project public open house. The lower image shows the administration's proposed switchback trail through Sheridan Park.

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



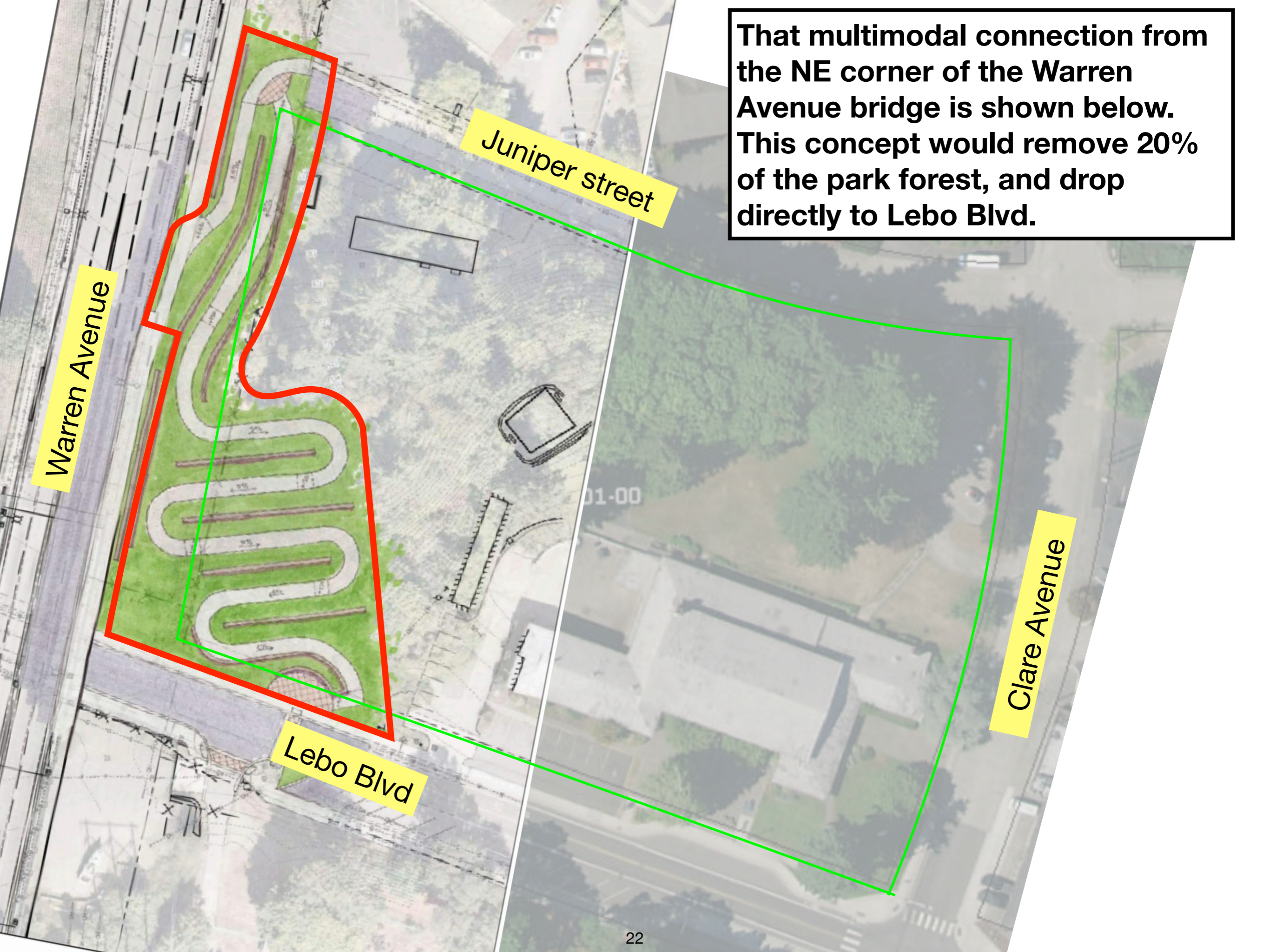
TUNNEL.....	\$10.0M
LEBO BOULEVARD PATHWAY.....	\$2.6M
ROTO VISTA PARK PATHWAY.....	\$2.2M
ROADWAY/SIDEWALK IMPROVEMENTS.....	\$5.8M

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



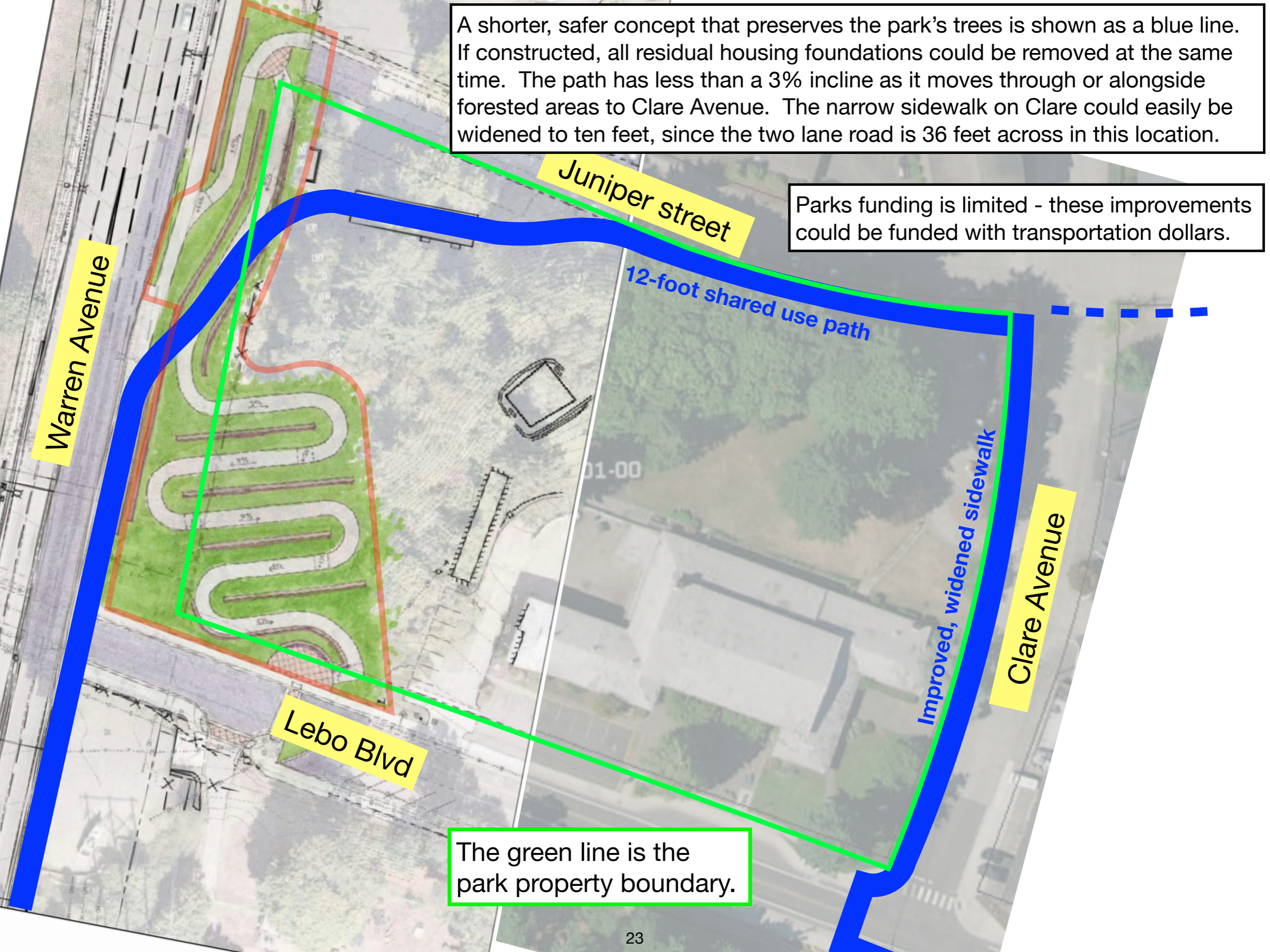
That multimodal connection from the NE corner of the Warren Avenue bridge is shown below. This concept would remove 20% of the park forest, and drop directly to Lebo Blvd.



A shorter, safer concept that preserves the park's trees is shown as a blue line. If constructed, all residual housing foundations could be removed at the same time. The path has less than a 3% incline as it moves through or alongside forested areas to Clare Avenue. The narrow sidewalk on Clare could easily be widened to ten feet, since the two lane road is 36 feet across in this location.

Parks funding is limited - these improvements could be funded with transportation dollars.

The green line is the park property boundary.



Risk Management will not allow city employees or volunteers to remove invasive species strangling trees that stabilize the slope south of Sheridan Park. The resultant dense vegetation seriously diminishes views of the bridge and Narrows, diminishing the value and attractiveness of the park. To maintain park property to the degree the townhomes east of the park do will require the city to hire an outside contractor that has its own L&I insurance. Parks Dept. funding deficiencies make this unlikely.

The two images that follow were taken from the location of the yellow star

Park's Dept "Lay down" yard

Sheridan Park

Steep drop-off

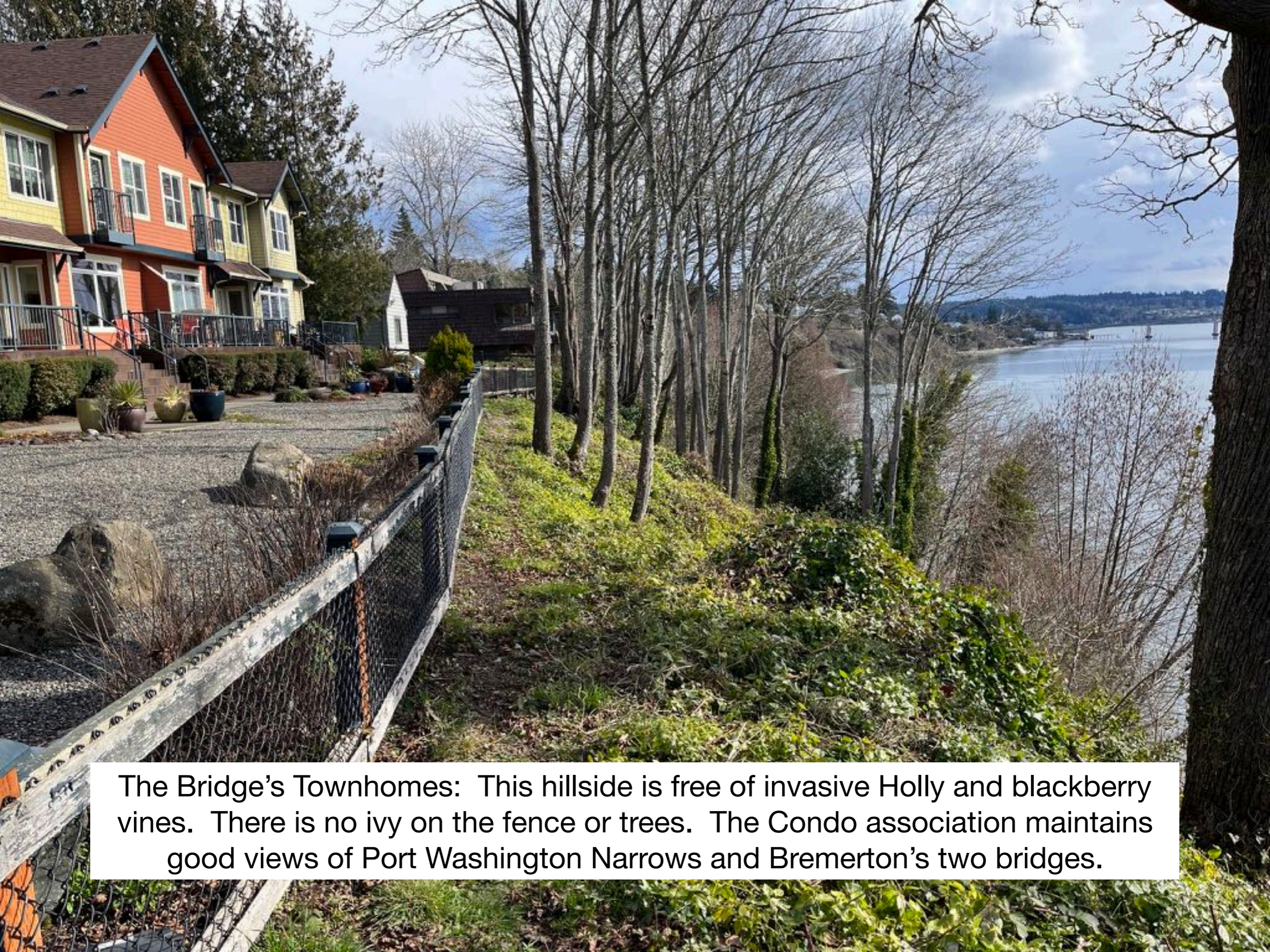
Fence line

The Bridges Townhomes

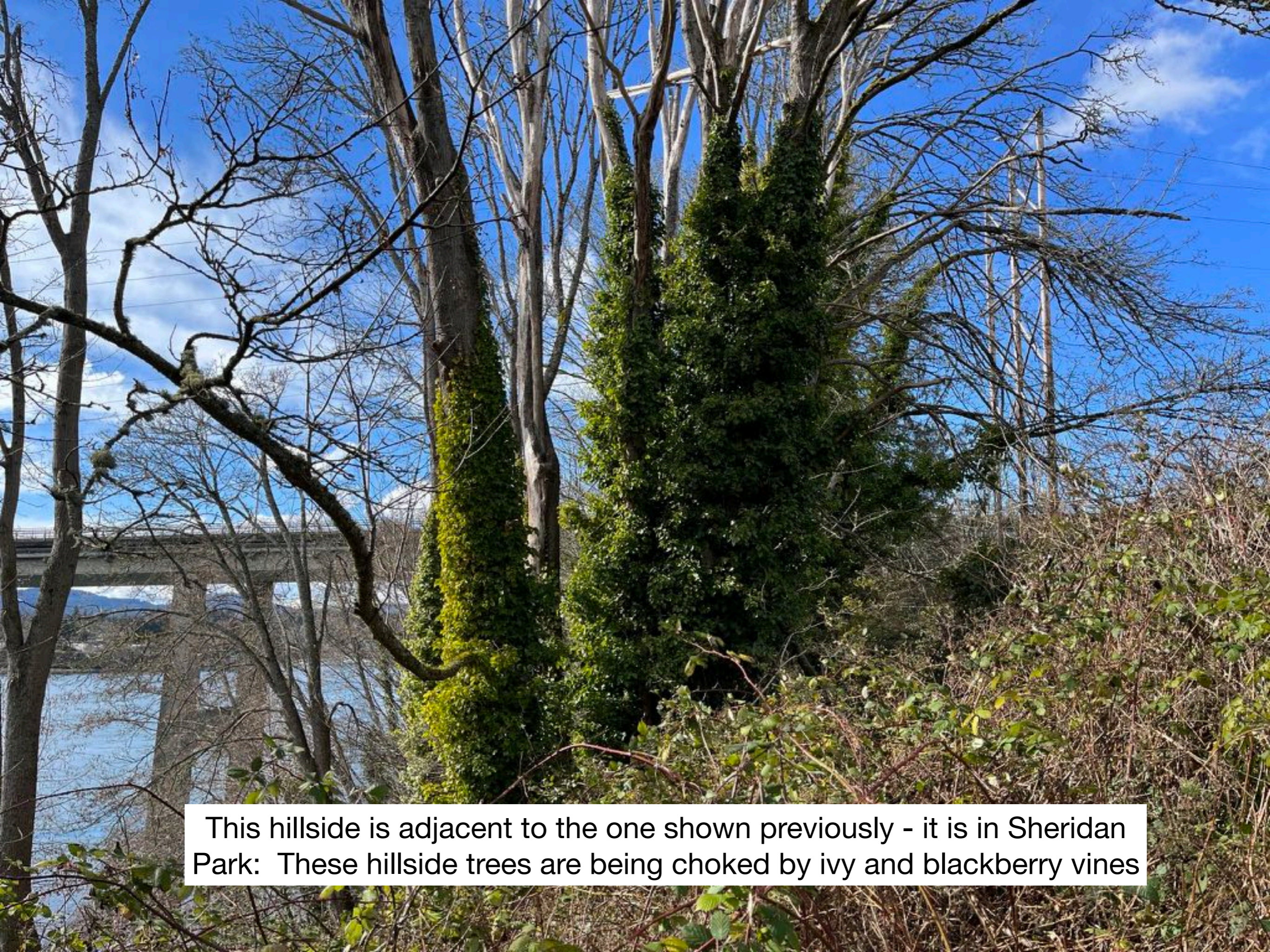
Steep drop-off

Steep drop-off

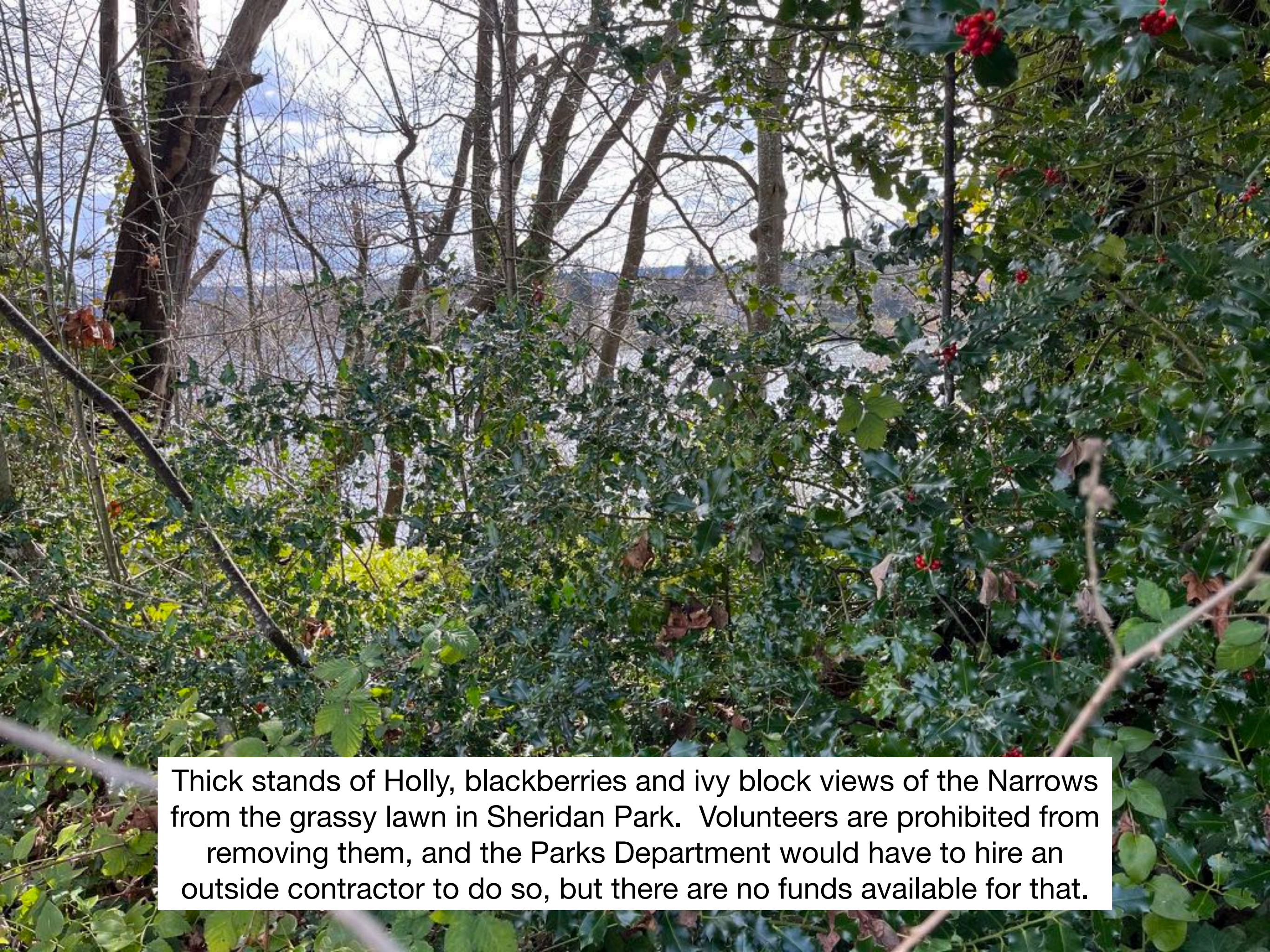




The Bridge's Townhomes: This hillside is free of invasive Holly and blackberry vines. There is no ivy on the fence or trees. The Condo association maintains good views of Port Washington Narrows and Bremerton's two bridges.



This hillside is adjacent to the one shown previously - it is in Sheridan Park: These hillside trees are being choked by ivy and blackberry vines



Thick stands of Holly, blackberries and ivy block views of the Narrows from the grassy lawn in Sheridan Park. Volunteers are prohibited from removing them, and the Parks Department would have to hire an outside contractor to do so, but there are no funds available for that.

The Parks Department has a “laydown” or storage yard adjacent to Sheridan Park. There is currently no visual buffer between the yard and walkers on Lebo Boulevard (this image was taken in March) The visual buffer between Sheridan Park and the storage yard consists of Blackberry vines and large blue ceramic containers. The park environment could become more attractive by planting and growing a visual plant buffer using appropriate species outside the perimeter of the laydown yard.

Parks Department storage yard as seen from Lebo Blvd





The Park's Dept. Laydown yard is on the other side of the chain link fence.

Sheridan Park

Bremerton Plaza Plant Care

Photos taken May 29, 2023

Bremerton Parks and Recreation is responsible for maintaining trees and vegetation along the city's Streets and Greenways as well as Plaza landscapes.

The City's Plazas include:

- 1st Street Plaza
- Harborside Fountain Park
- Kitsap Conference Center Plaza
- Louis Mentor Boardwalk
- Memorial Plaza.

These downtown areas are the public face of the city. In a recent Parks Commission meeting, Commissioner McDonald pointed out many of the potted trees on the Kitsap Conference Center Plaza were in decline, and one was dead. The parks department has no budget item to replace dead or dying trees, and the Commission was told it would cost \$27,000 to replace potted trees at the Conference Center.

This presentation is a photo essay looking at the status of the City's potted trees and downtown vegetation. The Parks Department does what it can with the budget it has. The focus here is on what it could do if it had dedicated yearly funding sufficient to maintain Bremerton Parks year round.

Kitsap Conference Center Plaza

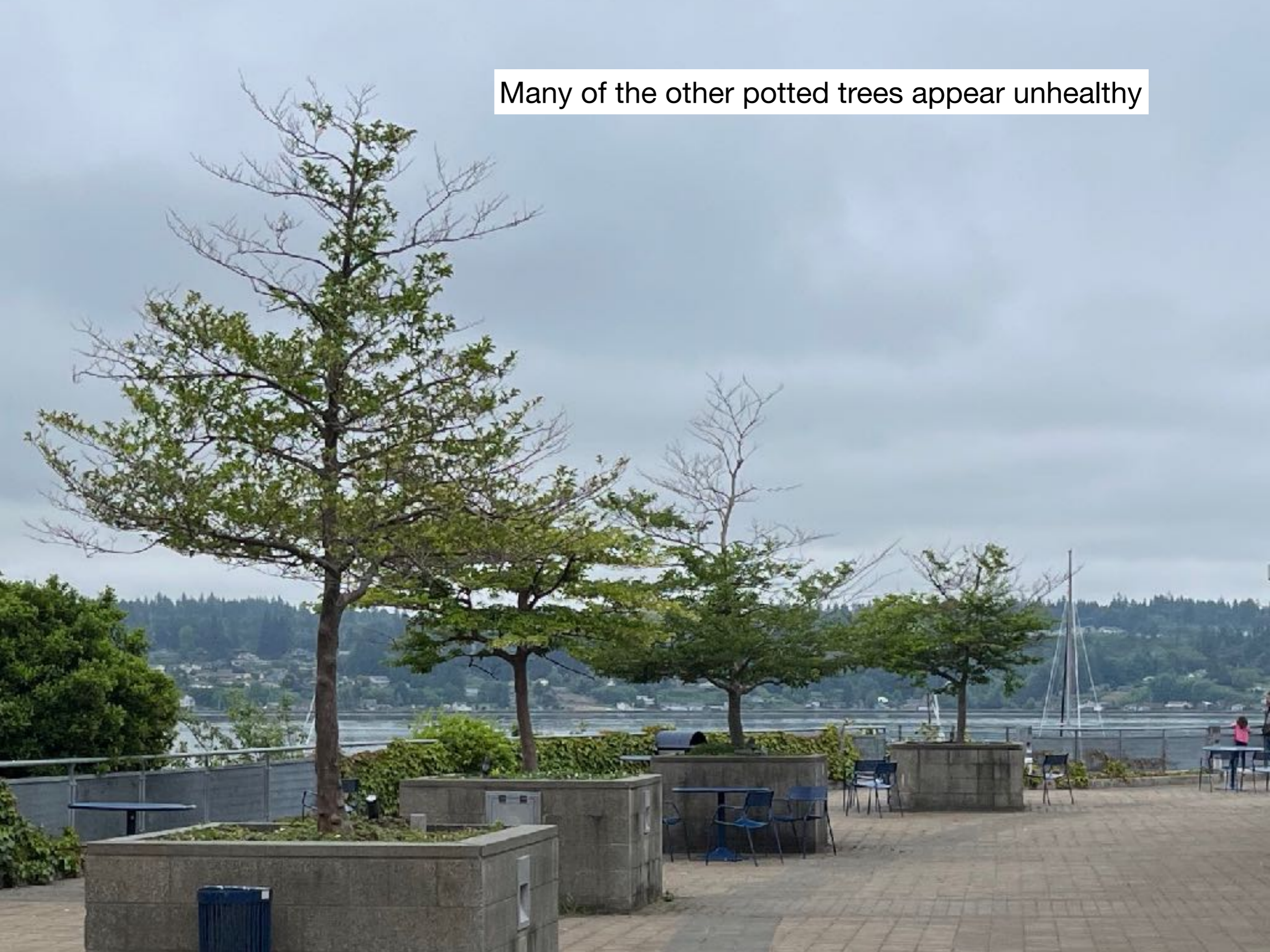




The recently reported dead potted tree has been removed, but not replaced.



Many of the other potted trees appear unhealthy





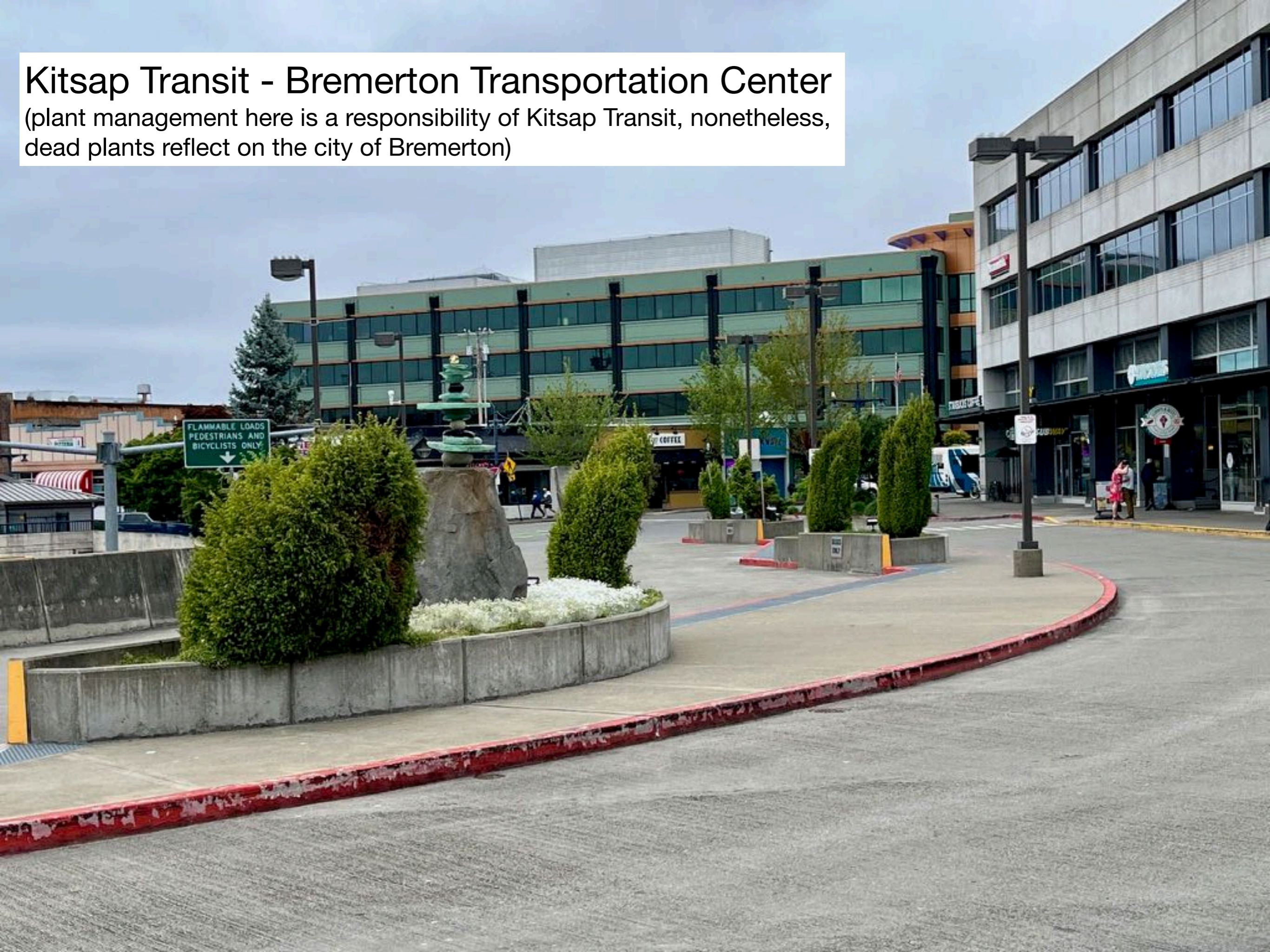






Kitsap Transit - Bremerton Transportation Center

(plant management here is a responsibility of Kitsap Transit, nonetheless, dead plants reflect on the city of Bremerton)









Harborside Fountain Park



















Trees adjacent to the
Naval Museum





Memorial Plaza









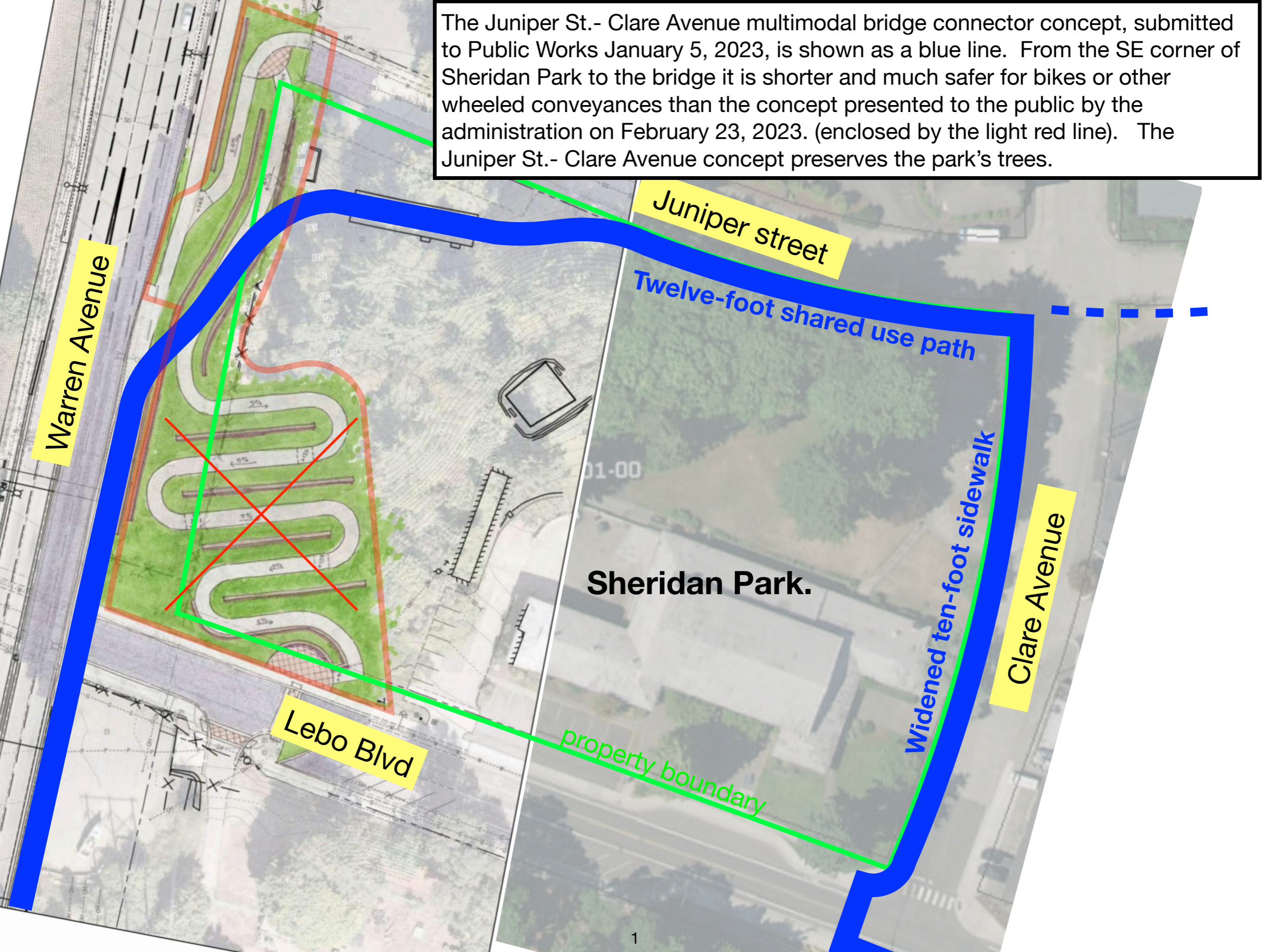
Conclusion:

The Bremerton Parks and Recreation Department requires additional funding if it is to meet its obligations to maintain its downtown landscapes.

The Parks and Recreation Commission passed this motion by unanimous vote, at their meeting on August 22, 2023

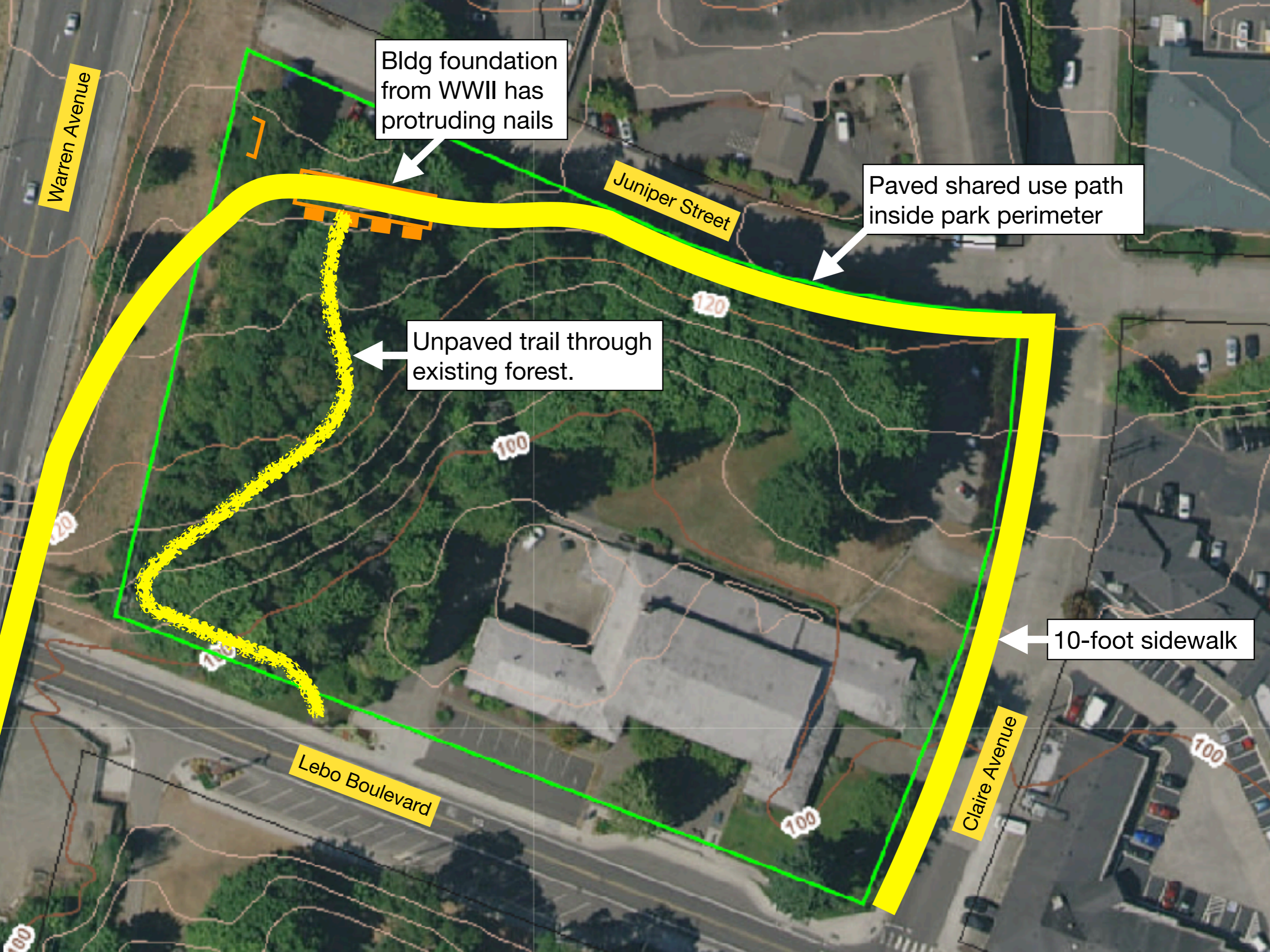
The Parks Commission supports the concept of a safe non-motorized ADA compliant shared use path between the NE corner of the Warren Avenue Bridge and Lebo Blvd that runs inside the boundaries of Sheridan Park to the corner of Clare Avenue and Juniper Street, and then to Lebo Blvd on a widened Clare Avenue sidewalk. This will preserve forested areas and improve park infrastructure while enhancing multimodal connectivity. The forest west of the Sheridan Community Center could support an unpaved path from Lebo to the shared use path parallel to Juniper Street. We request the Parks Commission Chair email this recommendation to the Bremerton City Council.

The Juniper St.- Clare Avenue multimodal bridge connector concept, submitted to Public Works January 5, 2023, is shown as a blue line. From the SE corner of Sheridan Park to the bridge it is shorter and much safer for bikes or other wheeled conveyances than the concept presented to the public by the administration on February 23, 2023. (enclosed by the light red line). The Juniper St.- Clare Avenue concept preserves the park's trees.



Removal of an old concrete foundation with protruding nails and invasive plants will facilitate creation of an unpaved trail through Sheridan Park's forest. This trail can be built with volunteer labor, as were the trails in Madrona Woods.

Numerous trails now crisscross this hillside. Building one well-defined trail as an alternative connection to the bridge should increase use of this part of the park and simultaneously decrease encampments and undesired paths.



Bldg foundation from WWII has protruding nails

Paved shared use path inside park perimeter

Unpaved trail through existing forest.

10-foot sidewalk

Warren Avenue

Juniper Street

Lebo Boulevard

Claire Avenue

100

120

100

100

120

100

100

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A2

SUBJECT: Renewal of Professional Services Agreement with Kitsap Humane Society for Animal Control Services

Study Session Date:	<u>October 11, 2023</u>
COUNCIL MEETING Date:	<u>October 18, 2023</u>
Department:	<u>Financial Services</u>
Presenter:	<u>Melinda Monroe</u>
Phone:	<u>(360) 473-5306</u>

SUMMARY: The Kitsap Humane Society provides animal control services to several regional municipalities, including the City of Bremerton. The City of Bremerton and Kitsap Humane Society have agreed to the renewal and extension of the current Animal Control Services Contract with a 2-year term. Compensation will increase in 2024 by 8% and in 2025 by 5%. The agreement does allow for an additional compensation review if reporting provided shows that service levels are substantially increased. This change will go into effect January 1, 2024, through December 31, 2025.

ATTACHMENTS: 1) Kitsap Humane Society Animal Control Services PSA; 2) Animal Control Services City of Bremerton - Executive Summary

FISCAL IMPACTS (Include Budgeted Amount: This item is included in the 2024 Non-Departmental Budget.

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION: Move to approve the Animal Control Services Agreement between the City of Bremerton and Kitsap Humane Society; 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

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

The City of Bremerton ("City") and the Kitsap Humane Society ("Contractor"), referred to collectively as the Parties, enter into the following Agreement for professional services.

I. Scope: The Contractor shall provide the professional services defined in this Agreement and as necessary to accomplish the Scope of Work ("Scope of Services") attached hereto as Exhibit A. The Scope of Services may be modified only pursuant to Section VIII, subsection G of this Agreement. Contractor 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 and pursuant to the provisions of Chapter 7.10 of the Bremerton Municipal Code ("BMC") entitled "Impoundment and Quarantine," as currently enacted and hereinafter amended. Applicable fees and costs for services are set forth in BMC Chapter 3.01, as currently enacted and hereinafter amended. PROVIDED, HOWEVER, the City reserves the right to prioritize Scope of Work and accelerate and/or delay work tasks under the time frame set forth in Section II herein.

II. Term: The term of this Agreement shall be two (2) years commencing on January 1, 2024 and terminating on December 31, 2025, unless otherwise earlier terminated in accordance with Section IX of this Agreement.

III. Compensation: In consideration of the services provided pursuant to this Agreement, the City shall pay Contractor the following Administrative Fee:

Year 2024	Annually: <u>\$260,296.50</u>	Or	Monthly <u>\$ 21,691.37</u>
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Automatic adjustments to the 2025 administrative fee compensation shall be adjusted at an increase of 5% of the total Annual Administrative fee. Adjustments can be withheld if the Contractor does not provide the City their reporting per Section 4 of the agreement.

In addition, the contractor shall retain all licensing fees pursuant to Section 8 of Exhibit A, and all fees collected pursuant to BMC 7.10.010(e) unless otherwise agreed by the parties.

The City shall pay the Contractor for costs of impoundment of animals exceeding thirty (30) days due to the Bremerton Municipal Court requiring the retention of evidence (animals). Such Boarding costs for impoundment beyond thirty (30) days shall be as set forth in Chapter 3.01 BMC. Cost for excessive Impoundment shall be billed as a reimbursement request and include invoicing and supporting evidence showing the start date of the animal's impoundment, monthly associated costs and the termination date of the animal's impoundment. In the event the Contractor finds it necessary to board the animals at other shelters for Court ordered impoundment beyond thirty (30) days, the City shall pay the Contractor for additional expenditures for veterinarian costs including medicine and lab work which will be billed separately at the Contractor's costs. The Contractor shall notify the City on the twenty fifth (25th) day if it appears Court ordered impounded animals will be sheltered for over thirty (30) days.

RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP HUMANE SOCIETY AND CITY OF BREMERTON

The Contractor shall submit monthly invoices for services in a format acceptable to the City. The City shall pay the Contractor by check within thirty (30) days of receipt of a supported invoice.

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 Contractor of its obligations under this Agreement.

IV. Reporting: The Contractor shall provide the City both performance reporting and financial reporting.

A. The Contractor shall provide the City with quarterly performance reporting of contracted services and tasks as listed below at a minimum. This reporting shall include pet licensing data such as pets licensed, and animal control statistics such as number and type of complaints received and investigated. Other specific data will be provided as requested. The City reserves the right to withhold payment if reports are not submitted in a timely basis. Performance Reporting shall include the following information at a minimum:

- (i) Number of Animal Control Complaints investigated.
- (ii) Number animals declared Potentially Dangerous (PDA) or Dangerous
- (iii) Number of animals presented to KHS as strays from the City of Bremerton jurisdiction.
- (iv) Number of stray animals picked up by Kitsap Humane Society from the City of Bremerton jurisdiction.
- (v) Number of animal licenses issued to City of Bremerton residents by license type

B. The Contractor shall provide annually Financial Reporting no later than May 30th of the year following service. Reporting shall include: revenue collected, revenue distribution to services for provision of the animal control contract, revenue and costs incurred in administering the licensing program, a copy of Kitsap Humane Society's fixed asset depreciation, costs of delivering animal control services and allocation of that budget to the City of Bremerton. Additionally, reporting shall include Performance reporting as listed in item A above.

V. Relationship of parties: Contractor represents that it is skilled in the matters addressed in the Scope of Services and is performing independent functions and responsibilities within its field of expertise. Contractor and its personnel are independent Contractors and not employees of the City. Contractor and its personnel have no authority to bind the City or to control the City's employees and other Contractors. 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-contractors of the Contractor. Contractor will be solely and entirely

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

responsible for its acts and for the acts of Contractor's agents, employees, representatives and sub-contractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent Contractors to perform the same or similar work.

As an independent contractor, Contractor 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 Contractor or its personnel.

As an independent contractor, Contractor 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 Contractor.

VI. Indemnification: Contractor 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.

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.

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 officers, 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 THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'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.

VII. Insurance: The Contractor 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 here under by the Contractor, its agents, representatives, employees, or sub-contractors.

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

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

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

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 Contractor 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 Contractor'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 Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.

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.

VIII. General Conditions:

A. Reports, Audit and Information. The Contractor shall maintain all books,

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting principles (GAAP). All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and Audit Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of accounts and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Contractor shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

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 Contractor in connection with the services performed by the Contractor under this Agreement will be safeguarded by the Contractor to at least the same extent as the Contractor safeguards like information relating to its own business. If such information is publicly available or is already in Contractor's possession or known to it or is rightfully obtained by the Contractor from third parties, Contractor shall bear no responsibility for its disclosure, inadvertent or otherwise.

All data, documents and files created by Contractor under this Agreement may be stored at Contractor's office in Silverdale, Washington. Contractor 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 Contractor 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. Work Performed at Contractor's Risk. Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-contractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. 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.

D. Place of Work. The Contractor shall perform the work authorized under this Agreement at its offices in Silverdale, Washington, and within the Bremerton City limits. Meetings with the City staff as described in Exhibit A, Scope of Services, shall take place at

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

the City's offices, or at locations mutually agreed upon by the parties.

E. 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.

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

G. Modification. This Agreement may only be modified by written instrument signed by both Parties. If the annual reporting indicates that Dangerous Animal cases within the City of Bremerton have exceeded more than 30% of the prior year's numbers, or stray and deceased animal pick-up have increased more than 50% of the prior year's numbers; then the City of Bremerton and the Contractor may renegotiate the annual adjustment amount. Additionally, If Kitsap 911 increases their annual service fee beyond the annual cost in place as of the signing of this agreement, such increase will trigger allowance for modification and renegotiation of the Annual Compensation Administrative fee. Regardless of the above changes in service or Kitsap 911 fees in any year, in no case, will the renegotiated additional adjustment amount exceed 6%.

H. 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.

City of Bremerton

Contracts Administrator
City of Bremerton Financial
Services
345 6th Street, Suite 100
Bremerton, WA 98337-1873

Kitsap Humane Society

Executive Director
9167 Dickey Rd NW
Silverdale, WA 98383-8860

I. 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.

J. 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.

K. Compliance with Laws. Contractor shall comply with all applicable Federal,

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
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State, and local laws in performing its obligations under this Agreement.

L. 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.

M. 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.

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

O. 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.

P. 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.

IX. Nondiscrimination: Contractor shall not discriminate in employment or services to the public on the basis of race, color, national origin, sex, religion, age, marital status, disability, or sexual orientation except for employment actions based on bona fide occupational qualification.

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

XI. Termination: This Agreement shall remain in force until terminated by written instrument upon mutual consent, or by the City of Bremerton for convenience. This

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
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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 Contractor shall include a report showing the status of all items listed in the Scope of Work current through the termination date.

A. Excusable Delays. The right of Contractor to proceed shall not be terminated nor shall Contractor 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 Contractors, 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 Contractor, including, but not restricted to, acts of God, fires, floods, strikes, or weather of unusual severity. PROVIDED, HOWEVER, that the Contractor 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 Contractor 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 Contractor's possession pertaining to this project which may be used by the City without restriction. Any such use not related to the project which Contractor was contracted to perform shall be without liability or legal exposure to the Contractor.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the date and year indicated.

Signatures on following page

KITSAP HUMANE SOCIETY

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

Jamie Nocula, Interim Executive Director

Date

CITY OF BREMERTON:

Greg Wheeler, Mayor

Date

Approved as to form:

Kylie Finnell, City Attorney

Attest:

Angela Hoover, City Clerk

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

**EXHIBIT A
SCOPE OF SERVICES**

The Contractor agrees to furnish all labor, materials, equipment, and facilities to perform the duties and services required of the official Animal Control and Humane Society of the City. Such duties and services shall include the following:

- 1.. **Impounding Authority:** The Contractor shall act as the Animal Control and Impounding Authority for the City and shall provide impound services and facilities for all animals for which impounding is authorized or ordered by the City pursuant to City ordinances.

2. **Enforcement of Ordinances:** The Contractor is designated as the Animal Control Authority and shall enforce all ordinances of the City including enforcement of Park Codes in City Parks now in effect or hereinafter enacted relative to the care, treatment, control, impounding, and licensing of animals and commercial animal facilities. The Contractor shall investigate complaints of animal cruelty under RCW 16.52 and violations of BMC Title 7 and refer appropriate complaints to the City for prosecution. The Chief of Police of the City shall commission animal control officers of the Contractor over the age of twenty-one (21) years as special police officers of the City with the power to enforce City Ordinances and Washington State RCWs relating to animal control only. PROVIDED, that such commission shall be conferred at the discretion of the Chief of Police and may be revoked at will by him. All commissioned Animal Control Officers shall receive basic training in animal control enforcement from the Animal Control Academy in Burien (or comparable training elsewhere). Further, the Contractor shall assist City law enforcement officers for DUI/DWI stops and/or traffic accidents involving dogs or cats.

3. **Quarantine:** A pet or livestock that bites and breaks the skin of any person may be impounded by the animal control authority and, if impounded, shall be quarantined for ten calendar days to determine if the animal is infected with a disease. The place of quarantine shall be established by the animal control authority. The animal control authority may, in its discretion, allow the owner of the animal to maintain the quarantine. Any boarding fees incurred during the quarantine shall be paid by the owner of the animal. During the quarantine, the animal shall not have contact or access to any person or any other pet or livestock other than with the owner of the animal or animal control authority employees. Relinquished animals may be euthanized if they present a danger to Humane Society staff, as attested by the veterinarian and behavior consultant. This provision shall not be interpreted as diminishing, reducing or eliminating any person's duties and liabilities otherwise provided by law.

4. **Injured Animals:** The Contractor, while on patrol or by request, shall pick up injured domestic animals on City streets, roads, parks, and alleys. The Contractor shall provide veterinary care for such animals and will make every attempt to locate the owner. If the owner of such animal is unknown or unavailable, the Contractor shall make such disposition of said

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animal as it deems necessary or appropriate according to any applicable City, County, State or other appropriate regulations.

5. **Clearing of Livestock:** The Contractor, on request, shall assist officers of the Bremerton Police Department in clearing the City streets and roads of livestock or any other domestic animals at large or deceased on said roads and streets. If an owner cannot be located by Police or the Contractor, the Contractor will take in stray chickens, pigs and horses, but not cows. The Contractor shall not be responsible for disposal of deceased livestock.

6. **Animals brought to Shelter:** The Contractor shall accept dogs, cats, and other small pets brought to the Shelter by their owners or authorized persons, PROVIDED, such animals shall have not bitten any person within the last ten (10) days so as to have broken the skin; PROVIDED FURTHER, that disposition of said animal shall be at the discretion of the Contractor. Nothing herein contained shall be construed to prevent the Contractor from charging the owner for euthanasia and/or cremation where such services are requested of the Contractor or deemed necessary. When any domestic pet being surrendered by their owners or authorized persons to the Kitsap Humane Society, the contractor may take into consideration available shelter capacity prior to acceptance. Shelter vacancy at a rate of 5% or less allows the contractor to refuse acceptance of the pet.

7. **Assistance in Prosecution:** The Contractor shall provide its animal control officers the necessary courtroom training to present evidence and provide testimony in the prosecution of all violations of any ordinance or statute pertaining to animals herein defined. The Contractor shall assist all officers of the City in obtaining and presenting evidence in connection with the prosecution of all violations of City ordinances pertaining to animals covered by this Agreement. The Contractor will honor all Bremerton Municipal Court Subpoenas.

8. **Licensing, Marketing and Fees:** The Contractor shall be responsible for issuing licenses and collecting the fees therefore for all animals for which a license is required by City ordinance, at no cost to the City. The Contractor shall be responsible for administering the City's licensing program for all animals for which a license is required by the City. All licensing fees collected by the Contractor from City of Bremerton pet owners shall be retained by the Contractor and shall be used first to cover the cost of operating and marketing the licensing program, then to help pay for the spaying and neutering of unclaimed stray pets from the City of Bremerton before they are adopted out, and lastly to help subsidize a portion of the cost of offering discounted spay or neuter surgery services to low-income residents of the City. The licensing responsibilities of the Contractor shall include:

- a. Issue licenses and collect fees.
- b. Offer City of Bremerton residents both annual and lifetime pet licensing options.
- c. Offer City of Bremerton residents an on-line licensing registration option.

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
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- d. Offer City of Bremerton residents chicken licenses on an annual basis and renewal.
- e. Send out renewal notices and reminders to pet and chicken owners via mail or online.
- f. Promote and market the licensing program to Bremerton residents.
- g. Submit monthly or quarterly reports to the City detailing licenses issued and fees collected; and
- h. Submit an annual report to the City identifying the total number of licenses issued; and the costs of administering the program.

9. **Routine and Educational Services:** The Contractor shall provide the following services of a routine and educational nature to the citizens of Bremerton:

- a. The Contractor shall take in all stray domestic animals found within the City of Bremerton and provide those animals with kenneling and care, including inoculations and flea treatments. Stray animals that are reported to the Contractor via the "911" Central Communications system shall be retrieved by the Contractor; in the case of multiple "911" calls, the Contractor may use its own criteria to prioritize its responses to such calls. Stray animals brought to the Contractor by City residents shall be accepted by the Contractor. The Contractor shall make reasonable attempts to contact a stray animal's owner if identifying information is found on the animal, such as a license tag, identification tag or microchip. The Contractor shall provide a redemption system to enable owners to reclaim their lost pets.
- b. Provide a twenty-four (24) hour lost and found pet information phone line and develop, if possible, a web site with appropriate safeguards to view animals that have been picked up as stray.
- c. Provide education to the public on responsible pet ownership and other animal welfare issues. Such education shall include signage showing regulatory and violation reporting information to be posted at City Parks and other public spaces.
- d. Provide subsidized spay and neutering surgery programs for low-income residents of the City.
- e. At the request of an elderly or disabled/infirm City resident and with the permission of the property owner, the Contractor will set and retrieve trap(s) necessary to impound stray or injured domestic dogs and/or cats.
- f. Provide an adoption program that promotes responsible pet ownership as well as securing the spaying or neutering of animals in order to reduce population.
- g. Act as a resource facility for court-ordered community service.
- h. The Contractor shall be responsible for the removal and disposal of all dead domestic animals from the Bremerton streets, roads, sidewalks and alleyways. If the owner of such animal is unknown or unavailable, and the Contractor has made reasonable attempts to contact the animal's owner if

**RENEWAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN KITSAP
HUMANE SOCIETY AND CITY OF BREMERTON**

identifying information is found on the animal, the Contractor shall make disposition of the animal as it deems necessary or appropriate under the circumstances.

10. **Emergency and 24-Hour Services:** The Contractor shall perform the Scope of Services listed above during normal business hours of the Contractor; however the clearing of livestock from roadways, impoundment of injured animals, and assistance to City law enforcement officers and fire personnel during DUI/DWI stops, traffic accidents, and structural fires shall be considered an "emergency" and responded to twenty-four (24) hours a day, 365 days a year.

Further, in response to calls dispatched through CENCOM 911, the Contractor will provide emergency services 24 hours a day, seven days a week, including:

- a. Handling injured at-large animals, including animals injured in accidents.
- b. Responding to unprovoked dog bites where the dog is still at large and a threat to the public.
- c. Providing assistance to law enforcement for search warrants, traffic stops, accidents, evictions and other essential duties.

All "emergencies" shall be at the mutual discretion of the Contractor and the Bremerton Police/Fire personnel. Nothing contained herein shall require the Contractor or its agents to respond after the Contractor's normal business hours for routine animal complaints, pickups, or patrols.

Animal Control Services Executive Summary

The 2024-2025 Animal Control Services agreement includes increase of 8% for 2024 and a flat 5% for 2025. This was agreed based on both increase service demands and increase costs as evidence by a CPI increase of 9.1% for Pet Services nationwide. The Animal Control Services Agreement provides the City the following services: response to dangerous or roaming animals; collection of stray animals; shelter services, veterinary and adoption services for stray animals; charging of violations; and licensing services. Below are statistics to show the volume of work performed by our Animal Control, Kitsap Humane Society and across Kitsap County. Also included for your review are statistics to show the continued increase from 2019 through August 2023 of animals that are entering the shelter as strays. The City acknowledges that these demonstrated service demands warrant the first year increase, the second year flat fee, and the shorter service term.

Animal Control Case Stats

Jurisdiction	2019	2020	2021	2022	2023 (1/1/23 to 08/01/23)
City of Bremerton	816	611	607	744	432
City of Poulsbo	194	116	114	167	121
City of Bainbridge Island	232	132	115	152	119
City of Port Orchard	251	191	176	187	115
Unincorporated Kitsap County	2920	2038	1853	1940	1143
Total Cases (Includes other agencies and non-Kitsap contracts)	4,457	3,107	2,932	3,237	1,930

Year to date case numbers 2021 compared to 2023.

1/1/21 to 8/1/21 - 360 Cases

1/1/23 to 8/1/23 - 432 Cases w/near 17% increase when compared to 2021 case totals.

Case Percentage Breakdown for 911 response services (2022)

City of Bremerton	22%
City of Poulsbo	5%
City of Bainbridge Island	4%
City of Port Orchard	5%
Unincorporated Kitsap County	60%
Other (tribal, Gig Harbor, office line)	1-4%

Bremerton Infractions issued:

2021- 6

2022- 6

2023 YTD- 9

Bremerton Potentially Dangerous/Dangerous Animals

2021- 3

2022- 3

Animal Control Services Executive Summary

2023 YTD- 4

Bremerton Cases Forwarded for Charges (Felony and Misdemeanor)

2021-1

2022-1

2023 YTD-0

Bremerton Strays Including Deceased Animals (coming to KHS via Admissions Dept. and Animal Control)

2021-340

2022-479

2023 YTD-286

The above numbers represent animals processed through animal control as strays and animals presented to KHS from the public as strays. There is nearly a 30% increase of animal intake when comparing 2021 to 2022 stats. This data shows the rising intake of animals from City of Bremerton.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A3

SUBJECT:

Acceptance of Defense Communities
Compatibility Account Grant for Construction
of the Quincy Square Project; and Capital
Agreement with WA State Department of
Commerce

Study Session Date: October 11, 2023
COUNCIL MEETING Date: October 18, 2023
Department: Public Works & Utilities
Presenter: Katie Ketterer
Phone: (360) 473-5334

SUMMARY:

The City has been awarded a Defense Communities Compatibility Account (DCCA) Grant for the construction of the Quincy Square Project in the amount of \$1,750,000. Quincy Square is a street reconstruction project on 4th Street between Pacific Avenue and Washington Avenue. With this state grant, and along with local and federal funds already committed to the project, the construction phase of the project is fully funded.

ATTACHMENTS:

- 1) Grant Award Letter, 2) Site Plan Graphic, 3) Grant Agreement

FISCAL IMPACTS (Include Budgeted Amount): The project is included in the Capital Improvement Program, budgeted in the Transportation Capital Fund. The total project cost is estimated at \$5,550,000.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to accept the grant for the Quincy Square Project approve the Grant Agreement with the Washington Department of Commerce; 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

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

June 1, 2023

City of Bremerton
345 6th Street STE 100
Bremerton, WA 98337
Delivered via Email to Katie Ketterer at katie.ketterer@ci.bremerton.wa.us

RE: Defense Community Compatibility Account (DCCA) Grant

Dear DCCA recipient:

I am pleased to inform you that the City of Bremerton has been awarded \$1,750,000 in grant funds from the Defense Community Compatibility Account grant program for the Quincy Square Civic Improvement project. The 2023 Legislature created this grant program to facilitate the compatibility between military installations and neighboring communities.

Funding for this program is provided from one account:

- Funding comes from the Defense Community Compatibility Account (DCCA), Growth Management Services (GMS), Washington State Department of Commerce Capital Budget. Project costs may begin to be incurred on 1 July, 2023. Failure to utilize these funds in a timely manner may lead to the Washington State Legislature to re-appropriate the funds at their discretion.

This grant will be administered by the Washington Department of Commerce, Growth Management Services (GMS) unit. Before we disburse the funds, a contract with an agreed upon scope of work and budget will need to be executed between your organization and the Department of Commerce.

All pre-contracting requirements must be met prior to executing a contract and before drawing down any grant funds. If not already provided, these may include:

- Proof of site control.
- Documentation of consultation with Department of Archeology and Historic Preservation (DAHP) and affected tribes has been completed and there is a plan for preservation of archeological, historical and cultural resources (EO 21-02).
- For requests for system development charges or fees, documentation of charges/fees waived by the city or a letter of commitment from the city that the fees will be waived and the timeframe for such waiver.
- Commitment of other funds.
- If applicable, state prevailing wages and documentation or attestation of strong labor standards.
- Risk assessment survey, if requested.
- Proof of insurance coverage, if requested by Commerce.
- Any documents needed to respond to new federal guidance.

Once all pre-contracting requirements have been met, a contract will be prepared and sent to the applicant for signature. The authorized representative will need to sign the contract and then return a scanned pdf copy to the Commerce project manager. Then the project manager will route the contract for Commerce's signature. It generally takes two to four weeks to fully execute a contract. Once executed by Commerce, a fully executed copy will be scanned and a pdf copy emailed to the jurisdiction and the grantee will have access to their funds. This is a reimbursement-style grant, meaning no advance payments under any circumstances, reimbursable costs are those that a grantee has already incurred.

Mike Cahill from GMS DCCA will be in touch with you to develop the contract(s) and answer any questions you may have. His email is mike.cahill@commerce.wa.gov, and his phone number is 564-669-4931.

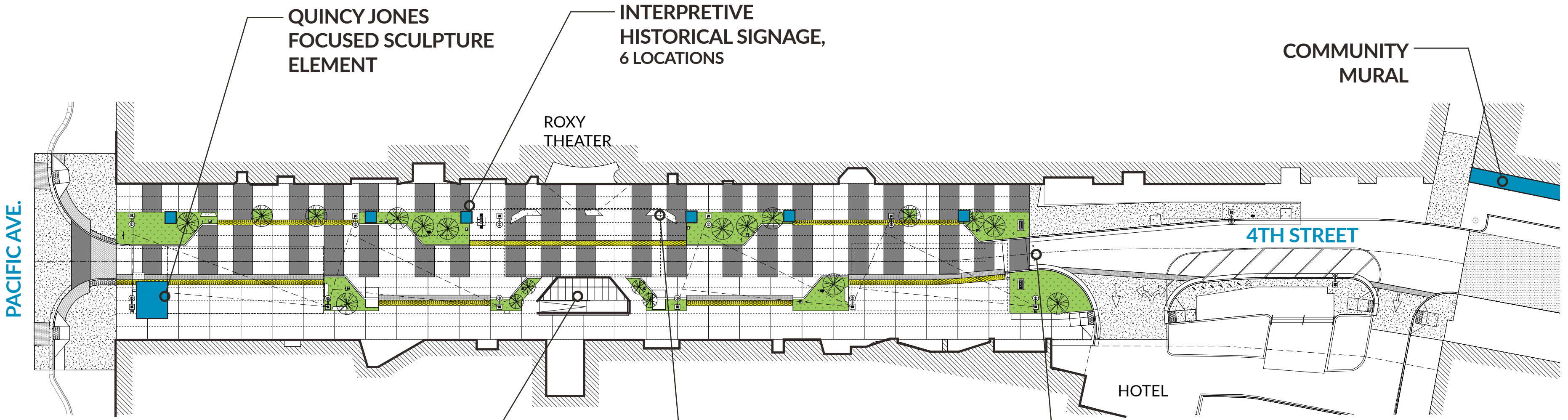
Sincerely,

A handwritten signature in black ink, appearing to read "Dave Andersen". The signature is fluid and cursive, with a large initial "D" and "A".

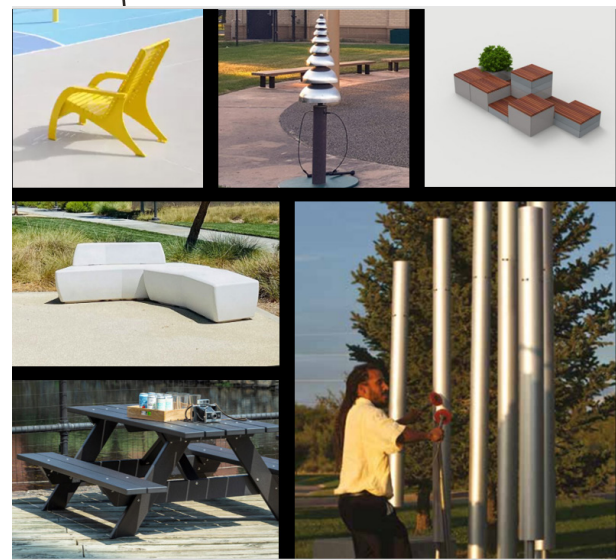
Dave Andersen, AICP
Managing Director
Growth Management Services

cc: Mike Cahill, DCCA Program Manager, Growth Management Services

QUINCY SQUARE SITE PLAN



OUTDOOR STAGE



INTERACTIVE ELEMENTS AND FURNITURE



STREET CLOSURE SIGNS



Capital Agreement with

City of Bremerton

through

Growth Management Services

Contract Number:

24-96724-107

For

DCCA 2023-24

Dated: Saturday, July 1, 2023

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Face Sheet

Contract Number: 24-96724-107

**Local Government Division Growth Management Services
Defense Community Compatibility Account**

1. Contractor City of Bremerton 345 6 th Street STE 100 Bremerton, WA 98337		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Katie Ketterer Project Manager (360) 473-5334 Katie.ketterer@ci.bremerton.wa.us		4. COMMERCE Representative Michael Cahill DCCA Program Manager (564) 669-4931 Mike.cahill@commerce.wa.gov 2001 6 th Ave Suite 2600 Seattle, WA 98121	
5. Contract Amount \$1,750,000	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2023	8. End Date June 30, 2027 Contingent on reappropriation, June 30, 2025 if funds are not reappropriated
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # 91-600123		11. SWV # 0022100	12. UBI # 181-002-539
13. UEI # HV84RG6NYN64			
14. Contract Purpose Establish contract between the City of Bremerton and DCCA Program, Department of Commerce for the Quincy Square civic improvement project. This project intends to improve economic vitality and livability for Bremerton residents, including civilian DoD and enlisted Navy personnel who work at Naval Base Kitsap- Bremerton.			
COMMERCE, defined as the Department of Commerce, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including: Attachment A – Scope of Work; Attachment B – Budget			
FOR CONTRACTOR <hr/> Greg Wheeler Mayor <hr/> Date		FOR COMMERCE <hr/> Mark K. Barkley, Assistant Director Local Government Division <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. 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.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed one million seven hundred fifty thousand dollars (\$1,750,000) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services 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 24-96724-107. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. 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.

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.).

4. 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.

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

6. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or

expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Failure to maintain the required insurance coverage may result in termination of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Contract start date a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required or requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured. GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

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
- Attachment C – Certification of Additional Funds
- Attachment D – Certification of Payment and Reporting of Prevailing Wages
- Attachment E – Additional Pre-Contracting Certifications

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 Exhibits, 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" 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. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

3. 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.

4. 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.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

9. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

10. CONFIDENTIALITY/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.

11. CONFORMANCE

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

12. **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Contractor and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Contract, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding contracts, and monitoring contract, during the 24-month period preceding the start date of this Contract. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by Commerce that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a Contract.

In the event this contract is terminated as provided above, Commerce shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of Commerce provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which Commerce makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

13. **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.

14. **DISALLOWED COSTS**

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

15. **DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

16. **DUPLICATE PAYMENT**

Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

17. **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.

18. **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

19. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

20. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

21. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. 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.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this contract.

26. PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether

employees are similarly employed;

- B.** Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
- i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

27. POLITICAL ACTIVITIES

Political activity of Contractor's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

30. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

31. 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.

32. 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.

33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

34. RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

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

36. 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.

37. 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.

38. 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.

39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

40. 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.

41. 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.

42. 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.

43. 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.

44. **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 COMM

Attachment A: Scope of Work

Project Scope Description: Please include a thorough project description, including all essential project components. If the project is meant to be conducted in phases, describe the phase elements and approach:

Bremerton’s Quincy Square project is a shovel-ready civic improvement that will transform a long-neglected street into an active, safe, inclusive, and attractive pedestrian focused urban festival plaza. This project will improve economic vitality and livability for Bremerton residents, which includes both civilian Department of Defense (DOD) and enlisted Navy personnel who work at Naval Base Kitsap – Bremerton (NBK-BR).

The project honors the legendary Quincy Jones, a world-renown Grammy-winning artist, and Bremerton native. The block, located in the downtown business core is considered blighted, with vacant buildings lining the south side of the street. Public investment is necessary to spur redevelopment of the block and to draw people back downtown after COVID-19. Additionally, Quincy Square will improve livability and economic vitality in downtown Bremerton by creating a draw for visitors and residents. Currently, downtown is driven economically by Naval Base Kitsap – Bremerton (NBK-BR) through private parking lots and lunch business. By the early evening, the NBK-BR workforce leaves and downtown struggles to stay vibrant. Many establishments close early or do not stay open for dinner at all.

This funding request is for the construction phase of Quincy Square and will complete the project. Preliminary design and bid documents are 95% complete.

Quincy Square will be a festival street with pedestrian centric improvements. It will include lighting, seating, infrastructure to support events and street closures, bicycle facilities, landscaping, and public amenities. The construction funding leverages over \$500,000 of investment to date for design of the project.

Quincy Square will stimulate economic recovery through construction of a regional attraction in the form of a desirable urban neighborhood and a flexible public gathering space ideal for hosting a wide range of festivals, concerts, markets, and other community events.

The concept for improving 4th Street from Pacific Avenue to Washington Avenue was developed by a grass roots consortium of active and interested citizens, professional groups, and city leaders. Momentum around the project was building continuously and sparked private investment of over \$17,000,000 on the north side of the block, including housing. Additional private investment has stalled due to COVID-19, making public investment critical to rekindle momentum lost during the economic crisis of 2020. Construction of the project will spur additional private investment and job creation, both of which can be measured directly.

The vision for the block honors the legendary Quincy Jones, who lived in Bremerton while in his formative years. Mr. Jones is a multi-Grammy winning musical visionary and icon whose creative work and philanthropy has had an impact on an international scale. It is a goal of this project to honor the story of this community member and to provide equitable access to a musically engaging streetscape that will inspire the next generation of Quincy Jones'. The African American community has been engaged in the design process through public meetings and sub-committees have formed to guide the selection of art and interpretive signage elements for the project that will tell the story of Mr. Jones. Ongoing outreach has been essential to ensuring the project is inclusive and will result in a diverse community space where all are welcome and represented.

The street concept compliments and builds on the revitalization of downtown that has been happening block by block over the last two decades and will encourage increased density and housing in the downtown area. The strategic combination of residential and commercial uses lining a modern walkable streetscape will yield a result whose impact will be felt throughout Bremerton and the region. The Quincy Square project will help relieve Bremerton of its chronic designation as a blight zone, spurring new investment downtown. By attracting new residents to live downtown, it will create demand for new housing which will spur badly needed market rate and affordable apartments, as well as retail. 4th Street presents a unique opportunity to draw investment into the conversion of underutilized and vacant retail and office space to housing. This will increase the overall availability of housing without displacing or reducing the amount of affordable housing. Quincy Square supports local needs and generates increased business traffic while drawing new visitors to downtown Bremerton.

Quincy Square leverages momentum behind the historic and recently revitalized Roxy Theater, a non-profit focused on music and film events, while honoring an inspirational Bremerton role model, Quincy Jones. Bremerton is a diverse city with an active Black, Indigenous and People of Color (BIPOC) community that has been involved in, and supportive of, this project.

Milestones	Anticipated Completion Time
NEPA Permit	8/1/2023
Bid Date	12/20/2023
Contract Award	1/10/2023
Substantial Construction Completion	11/30/2024
Grand Opening/Ribbon Cutting	Fall 2024
Full Project Completion	2/28/2025

Attachment B: Budget

Task/Deliverable	Amount
Task 1: Construction	\$1,570,000.00
Task 2: Art	\$55,000.00
Task 3: Professional Services and Management	\$125,000.00
TOTAL	\$1,750,000.00

Attachment C: Certification of the Availability of Funds to Complete the Project

Non-State Funds	<u>Amount</u>	<u>Total</u>
Federal Grant Federal Community Project Grant	\$2,500,000	
City of Bremerton Local Funds	\$800,000	\$3,300,000
State Funds		
State Capital Budget DCCA	\$1,750,000	\$1,750,000
Total Non-State and State Sources		\$5,050,000

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Attachment D: Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Attachment E: Additional Pre-Contracting Certification Documents



Bremerton DAHP and
Tribal Consultations.p



Bremerton LEED
Form.pdf



Bremerton Site
Control.pdf

Quincy Square

State Defense Community Compatibility Account Grant

- Project will reconstruct 4th Street from Pacific to Washington into a festival street
- \$1.75 million grant awarded to Bremerton for the construction of Quincy Square
- Grant is managed by the Department of Commerce
- Requesting the acceptance of grant and approval for Mayor to execute grant agreement
- Standard grant agreement with Commerce



Quincy Square

Funding Summary (Design and Construction)

Funding Source	Revenue Amount
Federal EDI Grant	2,500,000
State DCCA Grant	1,750,000
Transportation Capital	255,000
Stormwater	450,000
Water	100,000
State Appropriation (Design Phase)	445,000
Total Revenue	\$5,500,000

**Project cost estimate is \$5.5 million, so no funding shortfall is anticipated at this time*



Quincy Square

Community Support Acknowledgment

- Quincy Jones
- NAACP Unit 1134
- NBK Command
- IFPTE Local 12 (NBK Engineer's Union)
- 4th Street Action Group
- Kitsap Transit
- Sound West Group
- Columbia Hospitality (for Kitsap Conference Center)
- Bremerton Housing Authority
- Downtown Bremerton Association
- Bremerton Kiwanis
- Bremerton School District
- Music Discovery Center
- KEDA
- Bremerton Chamber of Commerce (now Greater Kitsap Chamber)
- Olympic College Foundation
- Roxy Bremerton Foundation



Quincy Square

Timeline Update

- NEPA permitting is complete
- Bid ready documents are being completed now
- Bid late fall/early winter
- Award construction contract in early 2024
- Suspend construction contract for material procurement
- Construction in summer 2024
- Ribbon cutting in fall 2024



Quincy Square

Action Items

- Art Committees are releasing calls for a mural and a sculpture – selection of artists early next year
- Creating an Operations and Activation Plan (will include a public meeting)
- Convening a committee for the design of interpretive signage (will include public meetings)
- Contract for construction management/construction engineering (will include a plan for business outreach during construction)



AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A4

SUBJECT:

Public Works Agreement with Precision
Concrete Cutting, Inc. for the 2023-2025
Sidewalk Trip Hazard Removal Unit Priced
Contract

Study Session Date:	<u>October 11, 2023</u>
COUNCIL MEETING Date:	<u>October 18, 2023</u>
Department:	<u>Public Works & Utilities</u>
Presenter:	<u>Nick Ataie</u>
Phone:	<u>(360) 473-2306</u>

SUMMARY:

The project includes a multi-year (3 year, 2023-2025) unit priced contract which includes removal of sidewalk trip hazards through concrete cutting at various locations throughout the City. The City bid the project using the MRSC Small Public Works Roster, opening bids on September 14, 2023 and one bid was received from Precision Concrete Cutting, Inc. (PCC). The bid from PCC was determined to be responsive and responsible with a total bid price of \$272,883.00, including sales tax. Upon approval of this unit priced contract, annual work orders will be issued in 2023, 2024, and 2025 based on budgeted capital funds under the City's Sidewalk Program (Trip Hazard Reduction). Anticipated work locations for 2023 have been scoped (Attachment 2) and subsequent year scopes will be developed by staff for 2024 and 2025.

ATTACHMENTS:

1) Public Works Agreement; 2) 2023 Work Locations; 3) Bid Tabulation Summary

FISCAL IMPACTS (Include Budgeted Amount):

This project is budgeted in the Transportation Capital Fund (Sidewalk Program).

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve the Public Works Agreement with Precision Concrete Cutting, Inc. for the 2023-2025 Sidewalk Trip Hazard Removal Unit Priced Contract; 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

PUBLIC WORKS AGREEMENT

THIS AGREEMENT is entered into between the City of Bremerton, a Washington Municipal Corporation ("City"), and _____ ("Contractor"), whose mailing address is _____.

The parties agree as follows:

1. CONTRACTOR SERVICES. The Contractor shall perform the following services for the City: **2023-2025 SIDEWALK TRIP HAZARD REMOVAL UNIT PRICED CONTRACT**

2. TIME OF COMPLETION. Contractor shall complete the work within the contract time specified on the Work Order from the date of issuance of the City's Notice to Proceed.

3. COMPENSATION. The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents. The City has established this contract as a Unit Priced Contract for a three- (3) year period. Work under this contract will be authorized by Work Order using a Work Order form that will describe the work including total quantities, associated unit prices, and a total Work Order Price. Unit prices shall be based on the Bid Schedule, including annual adjustment as described in the Proposal Form. Applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated 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. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of 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 & Industries and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
- C. 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 the Contractor.

- D. Final Payment: Waiver of Claims. THE MAKING OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL PRECLUDE ALL CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

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 at its expense, and shall be responsible for all payments of income tax, social security, state disability insurance compensation, unemployment compensation, and all other payroll deductions for the 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 the 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. Liens. 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, representative, 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); and
- C. Excess Liability insurance with limits not less than \$1,000,000 per occurrence and aggregate; and
- B. 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 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 Consultant's insurance shall be primary and non-contributory insurance as respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies. It shall be an affirmative obligation upon Consultant to advise the City's Risk Manager by fax at (360) 473-5161, or by certified mail, return receipt requested to City of Bremerton, attn: Risk Management, 345 6th Street, Suite 100, Bremerton, WA 98337 within two days of the cancellation, suspension or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The City 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. In the hiring of employees for the performance of work under this Agreement, the Contractor, its subcontractors, or any person acting on behalf of Contractor 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.

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. Nonwaiver 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 constructed 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 notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated 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 shall 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. Suspension & Debarment. For contracts involving Washington State and Federal funding, Contractor hereby certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Contractor shall provide immediate written notice to the City if at any time it learns that it is or has become ineligible for certification. Should Contractor enter into a covered transaction with another firm, Contractor 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.

O. 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: _____
Title: _____

Print Name: Greg Wheeler
Title: Mayor

DATE _____

DATE _____

Notices to be sent to:

Notices to be sent to:

CONTRACTOR:

CITY OF BREMERTON:

Engineering: Attn Nick Ataie
345 6th Street, Suite 100
Bremerton, WA 98337
(360) 473-2306

APPROVED AS TO FORM:

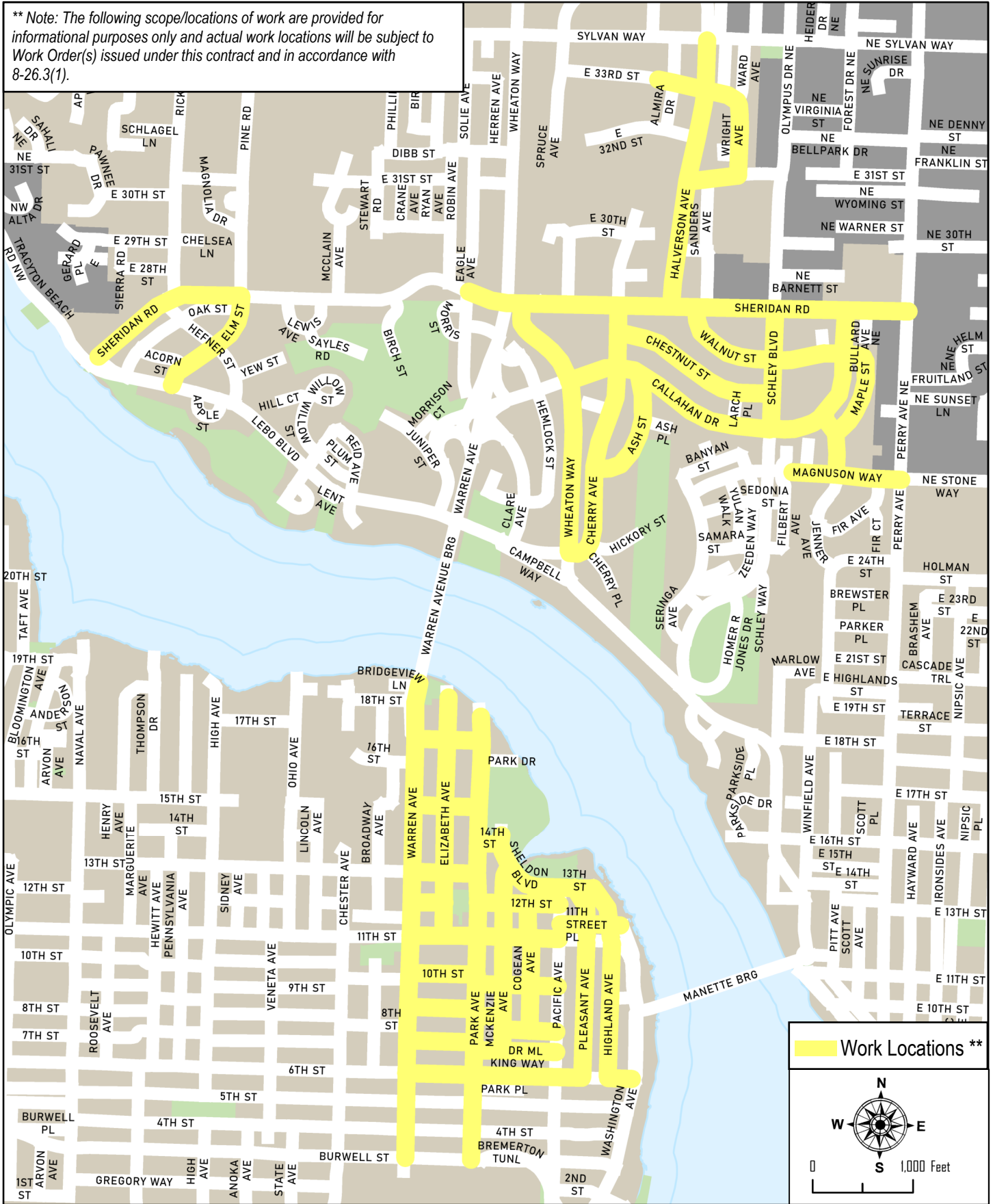
Kylie J. Finnell
Bremerton City Attorney

ATTEST:

Angela Hoover, City Clerk

END OF PUBLIC WORKS AGREEMENT

**** Note:** The following scope/locations of work are provided for informational purposes only and actual work locations will be subject to Work Order(s) issued under this contract and in accordance with 8-26.3(1).



2023 - 2025 SIDEWALK TRIP HAZARD REMOVAL UNIT PRICED CONTRACT
Project # 315057
Sidewalk Trip Hazard Removal Scope of Work

CITY OF BREMERTON
2023-2025 SIDEWALK TRIP HAZARD REMOVAL UNIT PRICED CONTRACT



CITY PROJECT NO. 315057

BID OPENING DATE: Thursday, September 14, 2023
 BID OPENING TIME: 11:00 AM
 BIDS OPENED BY: Nick Ataie
 BID OPEN LOCATION: City of Bremerton Engineering
 345 6th Street, Suite 520
 Bremerton, WA 98337
 (Opened via Zoom)

BID SUMMARY

NAME OF BIDDER	Proposal Signature Page	Proposal Bond	Required Forms *	UNIT PRICE	SUBTOTAL	TOTAL BID PRICE
Precision Concrete Cutting	Y	Y	Y	\$ 69.97	\$ 90,961.00	\$ 272,883.00
ENGINEER'S ESTIMATE				\$ 70.00	\$ 91,000.00	\$ 273,000.00

LOW BIDDER SUMMARY

APPARENT LOW BIDDER		\$ 272,883.00
SECOND LOW BIDDER		N/A
THIRD LOW BIDDER		N/A

* Required forms verified after bid opening in accordance with BIDDER'S CHECKLIST per project contract documents.

Red text indicates a correction in bid amounts based on calculated bid tabulation.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A5

SUBJECT:

Resolution to approve the Extension of Wastewater Utility Services to the Fisher Plat located within the East Bremerton Urban Growth Area

Study Session Date: October 11, 2023
COUNCIL MEETING Date: October 18, 2023
Department: Public Works
Presenter: Janelle Hitch
Phone: (360) 473-5285

SUMMARY:

An applicant has requested wastewater service for properties that are outside of the City limits within the East Bremerton Urban Growth Area (UGA) and within the City's Sewer Service Area. The applicant has requested an extension of City sewer service to this property and is proposing 189 single-family residences in conformance with Kitsap County zoning.

Pursuant to the Bremerton Municipal Code (BMC) 15.03.040, properties located outside of the City limits must annex to obtain wastewater services; however, per BMC 15.03.040(b) the City Council can may approve service in certain circumstances, including when annexation is infeasible. Staff have analyzed the subject properties and consider annexation infeasible at this time. The action before the Council is to approve a Resolution for a Policy Exception to provide Wastewater service within the East Bremerton UGA.

ATTACHMENTS: Resolution No. _____, Staff Memorandum

FISCAL IMPACTS (Include Budgeted Amount): There are no fiscal impacts associated with this request.

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to pass Resolution No. _____ to allow the Fisher Plat properties to receive wastewater service from the City of Bremerton pursuant to BMC Section 15.03.040.

COUNCIL ACTION: Approve Deny Table Continue No Action

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Bremerton, Washington, authorizing the extension of wastewater utility services to the Fisher Plat properties, located outside the City limits by within the East Bremerton Urban Growth Area.

WHEREAS, the City of Bremerton has established a general policy for providing City utility services beyond city limits in Bremerton Municipal Code (BMC) 15.03.040 per Ordinance 5306 passed on August 17, 2016; and

WHEREAS, Section 15.03.040 of the BMC established a general policy that properties located outside the City limits seeking wastewater utility services to said property must first annex into the City; and

WHEREAS, Subsection 15.03.040(b) of the BMC identifies policy exceptions in which the City Council, in its sole and absolute discretion, may provide City wastewater utility service to properties outside the City limits without annexation; and

WHEREAS, Subsection 15.03.040(b)(1) allows an exception for cases where the City Council determines that annexation of a property located within the City's urban growth area (UGA) is not currently feasible; and

WHEREAS, the subject properties (tax parcels 072402-2-107-2007 & 072402-2-104-2000), are located within the East Bremerton UGA; and

WHEREAS, per annexation provisions set forth in Chapter 35.13 RCW, the City may only annex properties that are contiguous to the city limits; and

WHEREAS, the subject properties are not currently adjacent to City limits, and thus would require a larger area to be annexed to make annexation feasible; and

WHEREAS, to annex, through the petition methods of annexation as codified in Chapter 35.13 RCW, a larger area would be difficult to annex at this time, as the City does not have sufficient annexation agreements in place for this to be successful; and

WHEREAS, the owner of the subject properties has agreed to construct wastewater infrastructure in and near the properties and connect to existing City infrastructure; and

WHEREAS, the Director of Public Works & Utilities finds the proposed extension of the wastewater utility services consistent with the Wastewater Comprehensive Plan for the East Bremerton Urban Growth Area; **NOW THEREFORE,**

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

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

SECTION 2. Based on the findings set forth in the recitals above, the City Council shall exercise its discretion as authorized pursuant to BMC 15.03.040, and the City will provide wastewater utility services to the properties at the Fisher Plat (tax parcels 072402-2-107-2007 & 072402-2-104-2000), located outside the City limits but within the East Bremerton Urban Growth Area. A vicinity map of the subject property is shown as **Exhibit A**. This service will be provided as annexation of the property located within the City's urban growth area is not currently feasible. Service to this property is provided conditioned upon the owner of the property for which service is authorized execute an Outside Utility Agreement with the City which grants the City of Bremerton a limited power of attorney to include owner's consent to annexation of the property as part of any notice of intent or petition for annexation presented to the City of Bremerton.

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

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

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

JEFF COUGHLIN, Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, City Attorney

ANGELA HOOVER, City Clerk

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**DEPARTMENT OF
PUBLIC WORKS, UTILITIES
& ENGINEERING**

MEMORANDUM

To: City Council

From: Janelle Hitch, Managing Engineer – Development, of Public Works and Utilities

Date: 9/15/2023

Re: Fisher Plat Request for Utility Services outside the City of Bremerton City Limits

Request: The Applicant, John Fisher and Shawna Epp, have requested City wastewater utility services for a proposed 189-lot subdivision in the Enetai neighborhood. The Fisher Plat is proposed for tax parcels 072402-2-107-2007 & 072402-2-104-2000 overlooking Port Orchard Narrows (the water body) to the east and bounded by the following streets: Hillside Drive NE, NE 30th Street and NE Enetai Beach Road (see Exhibit 1 Site Map).

City Council's Decision: Pursuant to Bremerton Municipal Code (BMC) 15.03.040, "It is the general policy of the City of Bremerton that properties located outside the City limits annex into the City before wastewater utility services are provided to those properties. For the purpose of this section, "service" means extension of and/or service connections to City wastewater utilities to property located outside City limits." The City Council may, in its sole and absolute discretion, provide wastewater utility services to properties outside of the City limits if certain conditions are met. The relevant exception for the Council to allow wastewater utility services without annexation falls under BMC 15.03.040 (b) (1) "Annexation Not Feasible."

Department of Community Development (DCD) Analysis of Annexation: Pursuant to Bremerton Municipal Code (BMC) 15.30.040 when an owner of a property located outside the City limits requests extension of utility service, the City Council may provide wastewater utility services to those properties if annexation is not feasible. This portion of this document summarizes why annexation for tax parcels 072402-2-107-2007 & 072402-2-104-2000 (the subject parcels) is not considered feasible at this time.

Exhibit 2, attached, shows the location of the potential annexation request in Enetai. The figure shows the city limits of Bremerton and the Kitsap County jurisdiction.

Per state law and Kitsap Countywide Planning Policies, you may annex property if it is contiguous to City of Bremerton limits. As the subject properties are not contiguous to the City limits, the City could not annex this property alone. To make annexation possible, more properties would

need to be included into the annexation area to make this area contiguous to the City of Bremerton limits.

When reviewing a larger possible annexation area (identified as the Annexation Study Area in Exhibit 1), annexation analysis using the Petition Method of Annexation was performed. This commonly used annexation method requires the signatures of property owners representing 60% of the total assessed property value of the area to be in support of the proposed annexation. This proposed annexation area does not have the required 60% of the total assessed property value as illustrated here:

Proposed Area includes:

- ~350 acres; see the Annexation Exhibit for the proposed annexation area.
 - 483 parcels;
 - Assessed property value of \$169,023,410
- 60% of the total property value needed to finalize the process = \$101,414,046

In order to make this annexation viable, the City needs to obtain annexation agreements or petition signatures with the property owners within this area which equates to about \$100 million in assessed property value.

Therefore, if the City received a Petition to Annex from the property owner, this request will not be successful as the City does not currently have the support of 60% of the total assessed property values for the properties proposed to be annexed. With the requester petitioning the City to annex, the City would have 7.2% of the total assessed property values in the area proposed to be annexed.

Proposed Wastewater Service Extension: In order for the City to provide wastewater service to the Fisher Plat, the developer will be required to extend the existing sewer service. Per the 2014 Wastewater Comprehensive Plan Update, the project area is within the Trenton Avenue Sewer Basin service area ("TRT-1"). The preliminary design of the extension that would service the Fisher Plat is in accordance with the Comprehensive Plan and sized to accommodate future development. The extension would include approximately 4,000 feet of 6-inch force main and a lift station. Capacity analysis of the existing system suggests that there is capacity in the system to handle the additional flow at full future build-out.

Fiscal impacts of not providing utility service are:

- Not receiving the system extension.
- Loss of revenue of approximately \$1.5 million in General Facility Charges; and
- Loss of approximately \$250,000 annually in usage charges.

Summary: As demonstrated in the DCD Annexation Analysis, a significant number of additional properties are needed to support annexation of this area. As such, Public Works staff consider annexation as currently infeasible. The City Council must decide in its sole and absolute discretion whether to provide wastewater service to this property in accordance with BMC 15.03.040 (b)(1) - Annexation Not Feasible.

Exhibit 1: Site Map



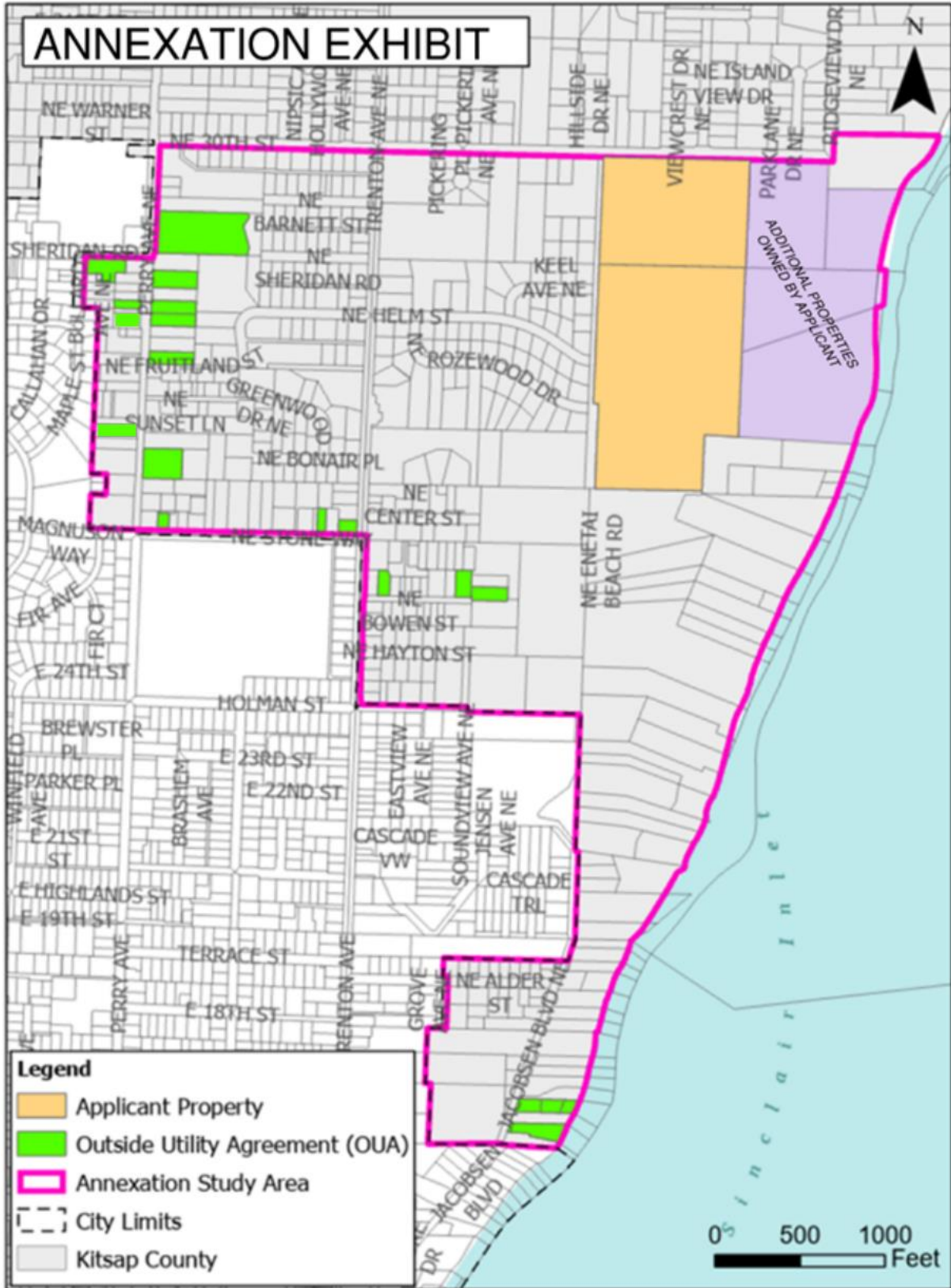


Exhibit 2 – Annexation Study

**Published for
October 11
Study Session**

ITEM A5 – Public Comments

From: Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>
Sent: Friday, October 6, 2023 2:14 PM
To: Blake Hoffer <blakejhoffer@gmail.com>
Cc: City Council <City.Council@ci.bremerton.wa.us>
Subject: RE: Fisher Plat Project

Good Afternoon,

Thank you for your message. I have copied the City Council to inform them on the community interest in this matter.

The owners of the Fisher Property have requested wastewater service for the proposed development. The property is outside City Limits but within the East Bremerton Urban Growth Area (UGA) which is a designated wastewater service area. The City's 2014 Wastewater Comprehensive Plan Update can be found at: <https://www.bremertonwa.gov/DocumentCenter/View/1972/2014-Wastewater-Comprehensive-Plan-PDF?bidId=> this document contains information about the East Bremerton UGA and the conceptual plans for providing service to this area.

To provide wastewater service to the Fisher Plat, an extension of service would be required to be designed, installed, and funded by the developer if the City Council agrees to provide service. The constructed sewer main and pump station would be transferred to the City for operation and maintenance. The developer has provided a Sanitary Sewer Capacity Analysis (attached) completed by Team4 Engineering with a conceptual design for the extension. The proposed system is designed to include a contributing area beyond the proposed plat boundary so that property owners in the vicinity could connect to the service if needed in the future.

Attached is a copy of our standard Outside Utility Agreement per your request.

Sincerely,

Janelle Hitch, P.E.
Managing Engineer – Development
Public Works & Utilities – Engineering
(360) 473-5285
Janelle.hitch@ci.bremerton.wa.us



From: Blake Hoffer <blakejhoffer@gmail.com>
Sent: Wednesday, October 4, 2023 9:46 PM
To: Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>
Subject: Fwd: Fisher Plat Project

Please see email below.

Blake Hoffer

----- Forwarded message -----

From: Blake Hoffer <blakejhoffer@gmail.com>
Date: Wed, Oct 4, 2023 at 8:33 PM
Subject: Fisher Plat Project
To: <mark@team4eng.com>, <tim@team4eng.com>
CC: Garrett Jackson <Garrett.Jackson@ci.bremerton.wa.us>

Good evening-

I am writing to inquire about the subject development project in Kitsap County. It is my understanding that the local survey to annex the project property, as well as the surrounding area, into Bremerton failed to yield the developer's desired result. Other attempts to force the annexation have also failed, so now it is up to the Bremerton City Council to subvert the will of the community and potentially provide utilities to support the development of the property.

Reading through Bremerton Municipal Code 15.03.040, providing utilities in this manner would only be allowed if the City Council determines it is necessary or appropriate due to the previous failed annexation efforts. On what grounds is the developer basing the necessity of this utility connection that would be an exception to general policy per the previously mentioned code? Additionally, per the code, in order to receive the City of Bremerton utility service, the property owner must execute an Outside Utility Agreement with the City. Can you please share this agreement? Can you also please share any plans of feasibility? From my understanding of the developer's plan, the development will require a pump station and long connection runs to existing City lines. If the development is not annexed into Bremerton, who pays to install, operate, and maintain these systems? Furthermore, as a property owner adjacent to the development area, how am I affected by Bremerton Municipal Code 15.03.050? This property development plan appears to directly impact my neighbors and me in many negative ways.

Blake Hoffer

SANITARY SEWER CAPACITY ANALYSIS

PERRY AVE

BETWEEN

NE RIDDELL RD & E 18TH ST

FOR

ENETAI - FISHER PLAT

LOCATED IN NW¹/₄, SEC. 7, TWP. 24 N., RGE. 2E., W.M.

Assessor Account Numbers:

072402-2-107-2007, 072402-2-104-2000, 072402-2-108-2006

KITSAP COUNTY, WASHINGTON

Prepared
September 12, 2023

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I. INTRODUCTION

As discussed in pre-submittal conference between the property owners and the City of Bremerton (City), the proposed project is to include an approximately 189 lot subdivision. A summary of the topics discussed has been recorded in Pre-Submittal Report BP21 00148 (BP148). The full report is provided in Appendix A.

BP148 states a study and report are required before the City can make a determination about the sanitary sewer utility availability. As requested in BP148 page 3, this report addresses the following topics:

- Contributing Area
- Pump Station Sizing
- Sanitary Sewer Capacity Perry Avenue

This report has been prepared to provide the City with the background and information to make the determination about the sanitary sewer utility availability.

II. PROJECT LOCATION

The proposed project is located within the East Bremerton Urban Growth Area but has not been annexed into the City of Bremerton and remains in unincorporated Kitsap County (County). This area is known as the Enetai neighborhood, just northeast of the city boundary of the City of Bremerton, overlooking Port Orchard (the water body) to the east, and bounded by the following streets: Hillside Drive NE, NE 30th Street and NE Enetai Beach Road, see Figure 1.



Figure 1 – Vicinity Map

III. PROPOSED DESIGN FLOWS

BP148 defines the contributing area as follows: provide a graphic showing the maximum contribution area that the pump station will provide service for, including low pressure sewer systems serving properties to the east and downslope.

A. Contributing Area

The contributing area of the proposed project includes areas served by gravity sanitary sewer and low-pressure sewer systems. Per the 2014 Wastewater Comprehensive Plan Update (Comp Plan), the project area is within the Trenton Avenue Sewer Basin service area TRT-1. Per a request from the City of Bremerton Engineering Department (see Appendix B), the gravity portion of the proposed service area has been requested to also include the adjacent areas within TRT-2, TRT-3, and TRT-4 that will flow by gravity to the proposed project Pumping Station location. The low-pressure areas were determined by estimating the capabilities of E-One individual pumping stations that will generally allow up to 100 feet of lift with approximately ¼ mile of pressure pipe from the proposed pumping station. The total area of the contributing area boundary is 105.0 acres. The Trenton Sewer Basin and contributing area boundary are shown in Figure 2.

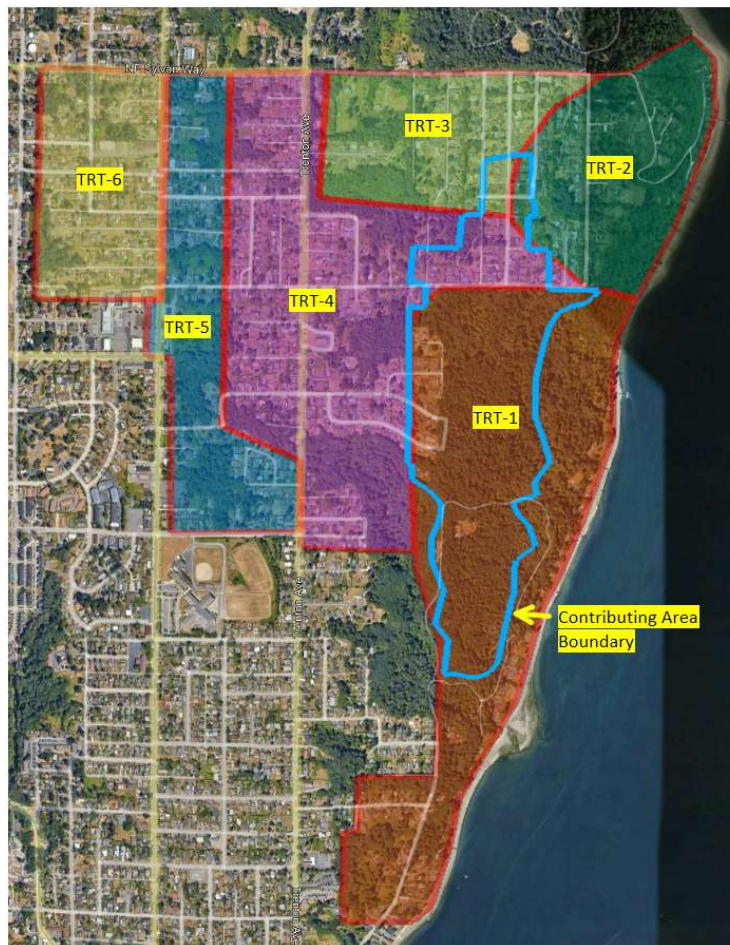


Figure 2 – Trenton Sewer Basin and Total Contributing Area

The final contributing area has been reduced by excluding certain critical areas and community roads. Steep or un-buildable slopes (generally 30% or greater) were determined by the Kitsap GIS website and include erosion and landslide hazards. The critical areas within the contributing area total 54.0 acres. This remaining area has been further broken down into the current Zoning by Kitsap County, 55.1 acres is within the Kitsap Urban Restricted Zone (UR) and 33.0 acres are within the Kitsap Urban Low Zone (UL), see Figure 3.



Figure 3 – Contributing Area

B. Proposed Design Flows

The proposed sanitary pumping station will convey wastewater from the proposed pumping station and the adjacent properties within the contributing area as described in Section III-A above. For the remainder of this analysis and report, full build-out conditions have been assumed on all contributing adjacent properties, while the proposed plat assumes the proposed number of dwelling units. The number of design dwelling units were then used to calculate average daily flow and peak design flow per the Criteria for Sewage Works Design, August 2008 (Orange Book). The calculations are based on the following assumptions: estimated flow of 71 gallons per person per day (gpd/person), an average of 2.4 people per dwelling unit (DU), and a peaking factor of 4. The calculations and results have been provided in Table 1 below with the Peak Design Flow at 247 gallons per minute (gpm).

Table 1 – Proposed Pumping Station Flows by Area and Density

Avg No. of Residents / DU =		2.40					
Water Usage per DU (WU)=		71		gpd			
<u>DU Calcs</u>							
Description	Approx Area (Acres)	Color	Zone	Min (DU/Acre)	Max (DU/Acre)	Design	
						DU/Acre	DUs
Proposed Plat	27.8	Yellow	UL Kitsap	5	9	7.2	200
Adjacent UL	5.2	Yellow	UL Kitsap	5	9	9	47
Adjacent UR	55.1	Blue	UR Kitsap	1	5	5	276
						522	
						Design DUs =	522
Flow = WU x DUs =						170	gpd/DU
Peaking Factor =						4	
						Avg Daily Flow (gpm) =	62
						Peak Design Flow (gpm) =	247
						Peak Design Flow (cfs) =	0.551

IV. BASELINE DATA

Upon request by Team 4 Engineering, City engineering staff provided the Perry Avenue sanitary sewer service basin from NE Riddell Rd to the East 18th St bypass. Team 4 has expanded this general service area by further dividing the area by City/County Zoning (see Figure 4 below).



Figure 4 – Perry Ave Sanitary Service Basin NE Riddell Road to E 18th Bypass

Based on the contributing area and dwelling unit density of each zone in the basin, the proposed design flows have been estimated at the minimum, average, and maximum densities. The densities were then used to calculate average daily demand, maximum daily demand, and peak hourly demand. Figures 5 – 16 provide a detailed view of each service area and the receiving manhole.

C. Baseline Service Areas and Flows

The sewer service basin to MH#2 at NE 30th Street and Perry Avenue and the zone are shown in Figure 5 below.



Figure 5 – MH#2 Zoning

The sewer service basin to MH#12 at Sheridan Rd and Perry Avenue and the zone are shown in Figure 6 below.



Figure 6 – MH#12 Zoning

The sewer service basin to MH#13 located north of NE Fruitland Street and Perry Avenue and the zone are shown in Figure 7 below.



Figure 7 – MH#13 Zoning

The sewer service basin to MH#14 at Sunset Lane and Perry Avenue and the zone are shown in Figure 8 below.



Figure 8 – MH#14 Zoning

The sewer service basin to MH#15 located north of NE Stone Way and Perry Avenue and the zone are shown in Figure 9 below.



Figure 9 – MH#15 Zoning

The sewer service basin to MH#16 at NE Stone Way and Perry Avenue and the zone are shown in Figure 10 below.



Figure 10 – MH#16 Zoning

The sewer service basin to MH#17 located east of Fir Court at Perry Avenue and the zone are shown in Figure 11 below.



Figure 11 – MH#17 Zoning

The sewer service basin to MH#18 at Holman Street and Perry Avenue and the zone are shown in Figure 12 below.



Figure 12 – MH#18 Zoning

The sewer service basin to MH#19 at Parker Place and Perry Avenue and the zone are shown in Figure 13 below.



Figure 13 – MH#19 Zoning

The sewer service basin to MH#20 at Cascade Trail and Perry Avenue and the zone are shown in Figure 14 below.



Figure 14 – MH#20 Zoning

The sewer service basin to MH#21 at E 18th Street and Perry Avenue and the zone are shown in Figure 15 below.



Figure 15 – MH#21 Zoning

D. Baseline Flow Data

Based on the contributing area and dwelling unit density of each zone in the basin, the proposed design flows have been estimated at the minimum, average, and maximum densities. The densities were then used to calculate average daily demand, maximum daily demand, and peak hourly demand per the Orange Book.

The Department of Ecology approximates Infiltration and Inflow (I&I) via a peaking factor and a flow value of 100 gallons per day per person. The City of Bremerton states an average flow value of 71 gallons per day per person from the 2014 Wastewater Comprehensive Plan. The proposed project has utilized the City of Bremerton's sewer flow rate in conjunction with the peaking factor, with the understanding from City staff that I&I will be drastically reduced in this sewer basin via City cure-in-place-pipe (CIPP) methods as well as a small number of existing sewer connections upstream of the force main connection point.

The calculations are based on the following assumptions: estimated flow of 71 gallons per person per day (gpd/person), an average of 2.4 people per dwelling unit (DU), and a peaking factor of 4.

Bremerton General Commercial (GC) Zone

The City of Bremerton requires the GC Zone density to be based on the estimated number of people rather than the number of dwelling units per acre. The narrative below provides justification to match the Bremerton GC Zone to the County Zoning min/max densities.

The zone includes the Perry Avenue Mall and surrounding area (see Figure 16 below). The zone includes an area of 10.5 acres and currently has 470 parking spaces surrounding nine single, and one two story building. The buildings are mixed use including a gas station, grocery store, barber shop, retail, and office space.



Figure 16 – Bremerton GC Zone Density

At the Kitsap County GC min density of 10 DU/acre = 252 people (= 10 DU/acre x 10.5 acres x 2.4 people/DU). Assuming 1.6 people per vehicle and a 1/3 full lot, the number of people would be 251 (= 1.6 x 470 spaces x 1/3 full). At the Kitsap County GC max density of 30 DU/acre = 756 people (= 30 DU/acre x 10.5 acres x 2.4 people/DU). Assuming 1.6 people per vehicle and a full lot, the number of people would be 752 (= 1.6 x 470 spaces). Therefore, we have estimated the City GC densities of 10 and 30 DU/acre are reasonable for the proposed analysis which match the Kitsap County GC densities.

Existing Dwelling Units

The existing dwelling units have been estimated in each zone to gain a general understanding of the current density in each zone. In each Zone area, as shown in Figures 5 – 15, the dwelling units were counted based on the June 2022 imagery of Google Earth.

Baseline Flows

Using the zone areas, the minimum, average, and maximum densities, and calculations; the baseline results are a minimum flow of 696 gpm, an average flow of 1,126 gpm, and a maximum flow of 1,556 gpm. The existing dwelling unit data, at an estimated 596 gpm, indicates the total baseline area is less than the anticipated flows at minimum density. The full data has been provided in Table 2 below.

Table 2 – Baseline Flows

Manhole Location	Storm and Sanitary Analysis Manhole ID	Zone	Est. Area (Acres)	Minimum			Average				Maximum			Existing Dwelling Units ⁽¹⁾					
				DU/Acre	DUs	Flow x Peak (gpm)	Flow x Peak (cfs)	DU/Acre	DUs	Flow x Peak (gpm)	Flow x Peak (cfs)	DU/Acre	DUs	Flow x Peak (gpm)	Flow x Peak (cfs)	Existing DUs	Flow x Peak (gpm)	Flow x Peak (cfs)	
NE 30th St & Perry Ave	MH #2	County Commercial (10-30 DU/Ac)	9.2	10	92	44	0.097	20	184	87	0.194	30	276	131	0.291	184	(2) 87	0.194	
		County UM (10-18 DU/Ac)	26.8	10	268	127	0.283	14	375	178	0.396	18	482	228	0.509	75	36	0.079	
		County UL (5-9 DU/Ac)	82.6	5	413	195	0.436	7	578	274	0.610	9	743	352	0.784	275	110	0.290	
		Subtotal	118.6	25	773	366	0.815	41	1137	538	1.199	57	1502	711	1.584	534	253	0.563	
Sheridan Rd & Perry Ave	MH #12	County Commercial (10-30 DU/Ac)	4.4	10	44	21	0.046	20	88	42	0.093	30	132	62	0.139	88	(2) 42	0.093	
		Bremerton GC (Assume 10-30 DU/Ac)	10.2	10	102	48	0.108	20	204	97	0.215	30	306	145	0.323	204	(2) 97	0.215	
		Bremerton R-18 (10-18 DU/Ac)	6.7	10	67	32	0.071	14	94	44	0.099	18	121	57	0.127	65	31	0.069	
		County UM (10-18 DU/Ac)	10.2	10	102	48	0.108	14	143	68	0.151	18	184	87	0.194	27	13	0.028	
		County UL (5-9 DU/Ac)	23.1	5	116	55	0.122	7	162	77	0.171	9	208	98	0.219	5	2	0.005	
Subtotal	54.6	45	431	204	0.454	75	690	327	0.728	105	950	450	1.002	389	184	0.410			
N of NE Fruitland St & Perry Ave	MH #13	County UL (5-9 DU/Ac)	6.1	5	31	14	0.032	7	43	20	0.045	9	55	26	0.058	17	8	0.018	
		Subtotal	6.1	5	31	14	0.032	7	43	20	0.045	9	55	26	0.058	17	8	0.018	
Sunset Lane & Perry Ave	MH #14	County Commercial (10-30 DU/Ac)	0.6	10	6	3	0.006	20	12	6	0.013	30	18	9	0.019	12	(2) 6	0.013	
		County UM (10-18 DU/Ac)	3.1	10	31	15	0.033	14	43	21	0.046	18	56	26	0.059	3	1	0.003	
		County UL (5-9 DU/Ac)	6.7	5	34	16	0.035	7	47	22	0.049	9	60	29	0.064	11	5	0.012	
Subtotal	10.4	25	71	33	0.074	41	102	48	0.108	57	134	63	0.141	26	12	0.027			
N of NE Stone Way & Perry Ave	MH #15	County Commercial (10-30 DU/Ac)	3.2	10	32	15	0.034	20	64	30	0.067	30	96	45	0.101	64	(2) 30	0.067	
		Subtotal	3.2	10	32	15	0.034	20	64	30	0.067	30	96	45	0.101	64	30	0.067	
NE Stone Way & Perry Ave	MH #16	County Commercial (10-30 DU/Ac)	2.5	10	25	12	0.026	20	50	24	0.053	30	75	36	0.079	50	(2) 24	0.053	
		Bremerton R-18 (10-18 DU/Ac)	0.2	10	2	1	0.002	14	3	1	0.003	18	4	2	0.004	2	1	0.002	
		County UM (10-18 DU/Ac)	6.0	10	60	28	0.063	14	84	40	0.089	18	108	51	0.114	10	5	0.011	
		Subtotal	8.7	30	87	41	0.092	48	137	65	0.144	66	187	88	0.197	62	29	0.065	
E of Fir Ct & Perry Ave	MH # 17	Bremerton R-18 (10-18 DU/Ac)	1.0	10	10	5	0.011	14	14	7	0.015	18	18	9	0.019	5	2	0.005	
		Bremerton R-10 (1-10 DU/Ac)	3.6	1	4	2	0.004	5.5	20	9	0.021	10	36	17	0.038	20	(2) 9	0.021	
		Subtotal	4.6	11	14	6	0.014	19.5	34	16	0.036	28	54	26	0.057	25	12	0.026	
Holman St & Perry Ave	MH # 18	Bremerton R-18 (10-18 DU/Ac)	0.3	10	3	1	0.003	14	4	2	0.004	18	5	3	0.006	2	1	0.002	
		Bremerton R-10 (1-10 DU/Ac)	6.8	1	7	3	0.007	5.5	37	18	0.039	10	68	32	0.072	37	(2) 18	0.039	
		Subtotal	7.1	11	10	5	0.010	19.5	42	20	0.044	28	73	35	0.077	39	19	0.042	
Parker Place & Perry Ave	MH # 19	Bremerton R-10 (1-10 DU/Ac)	6.3	1	6	3	0.007	5.5	35	16	0.037	10	63	30	0.066	26	12	0.027	
		Subtotal	6.3	1	6	3	0.007	5.5	35	16	0.037	10	63	30	0.066	26	12	0.027	
Cascade Trail & Perry Ave	MH # 20	Bremerton R-10 (1-10 DU/Ac)	10.9	1	11	5	0.011	5.5	60	28	0.063	10	109	52	0.115	61	29	0.064	
		Subtotal	10.9	1	11	5	0.011	5.5	60	28	0.063	10	109	52	0.115	61	29	0.064	
E 18th St & Perry Ave (Bypass)	MH #21	Bremerton R-10 (1-10 DU/Ac)	6.5	1	7	3	0.007	5.5	36	17	0.038	10	65	31	0.069	15	7	0.016	
		Subtotal	6.5	1	7	3	0.007	5.5	36	17	0.038	10	65	31	0.069	15	7	0.016	
Totals			237.0			1471	696											596	

Assumptions
 Est Flow = 71 gpd / person
 Residents/DU = 2.4 people/DU
 Peak Factor = 4

Notes:
 (1) Existing DUs were estimated by counting the existing homes in each zone based on Google Earth Imagery 8/2020
 (2) Existing commercial DUs were estimated by using the average density DU value
 (3) Existing school area DUs were estimated by using the average density DU value

E. SSA Model of Baseline Data

The minimum, average, and maximum baseline data was input into AutoCAD Storm and Sanitary Analysis 2021 (SSA) software. This serves as the baseline model to which the proposed contributing area flows have been added for analysis in Section VI of this report.

Baseline at Minimum Flows

The SSA model at minimum baseline flows does not show any pipes at capacity or any surcharges within the analyzed system. See Appendix C for the full analysis.

Baseline at Average Flows

The SSA model at maximum baseline flows show the pipes between MH#2 to MH#1A and MH#1 to MH#12 are at capacity. All other pipes within the system are under capacity. See Appendix D for the full analysis.

Baseline at Maximum Flows

The SSA model at maximum baseline flows show the pipes between MH#2 to MH#1A and MH#1 to MH#12 are at capacity. The analysis also shows a slight surcharge of the pipe between MH#1A to MH#1, which is slightly over the 8-in pipe depth at 0.67 feet. All other pipes within the system are under capacity. See Appendix E for the full analysis.

F. Recommended Baseline Flows

As shown in Table 2 and described in Section IV-C, the estimated existing flow conditions for the system are well below the baseline flows at minimum density. Although, for the remainder of this analysis and report, we recommend using the baseline flow at maximum density data. This provides a worst-case scenario of the baseline area under current zones conditions.

V. FORCE MAIN ROUTE ALTERNATIVES

BP148 guided the design team to connect to the City sanitary sewer system along Perry Avenue. We have laid out four proposed force main routes. The proposed connection points have been identified as follows:

1. NE 30th Street & Perry Avenue
2. NE Fruitland Street & Perry Avenue
3. NE Stone Way & Perry Avenue
4. Cascade Trail & Perry Avenue

A. Route 1: NE 30th Street & Perry Avenue

This proposed force main route will pump sanitary sewage north through the proposed plat then west along NE 30th Street to Perry Avenue (see Figure 17 below). The existing sanitary sewer pipe at this location 8-in PVC.



Figure 17 – Route 1 - Plan & Profile

The pros and cons of this route include:

Pros

- The route travels through public right of ways.
- The total static elevation change is 204 feet.

Cons

- The existing sanitary sewer pipe at the proposed connection point 8-in PVC, which is already at capacity under the maximum baseline scenario.
- The route is 4,920 feet long.

B. Route 2: NE Fruitland Street & Perry Avenue

This proposed force main route will pump sanitary sewage west through the proposed plat then west along NE Helm and NE Fruitland Streets to Perry Avenue (see Figure 18 below).

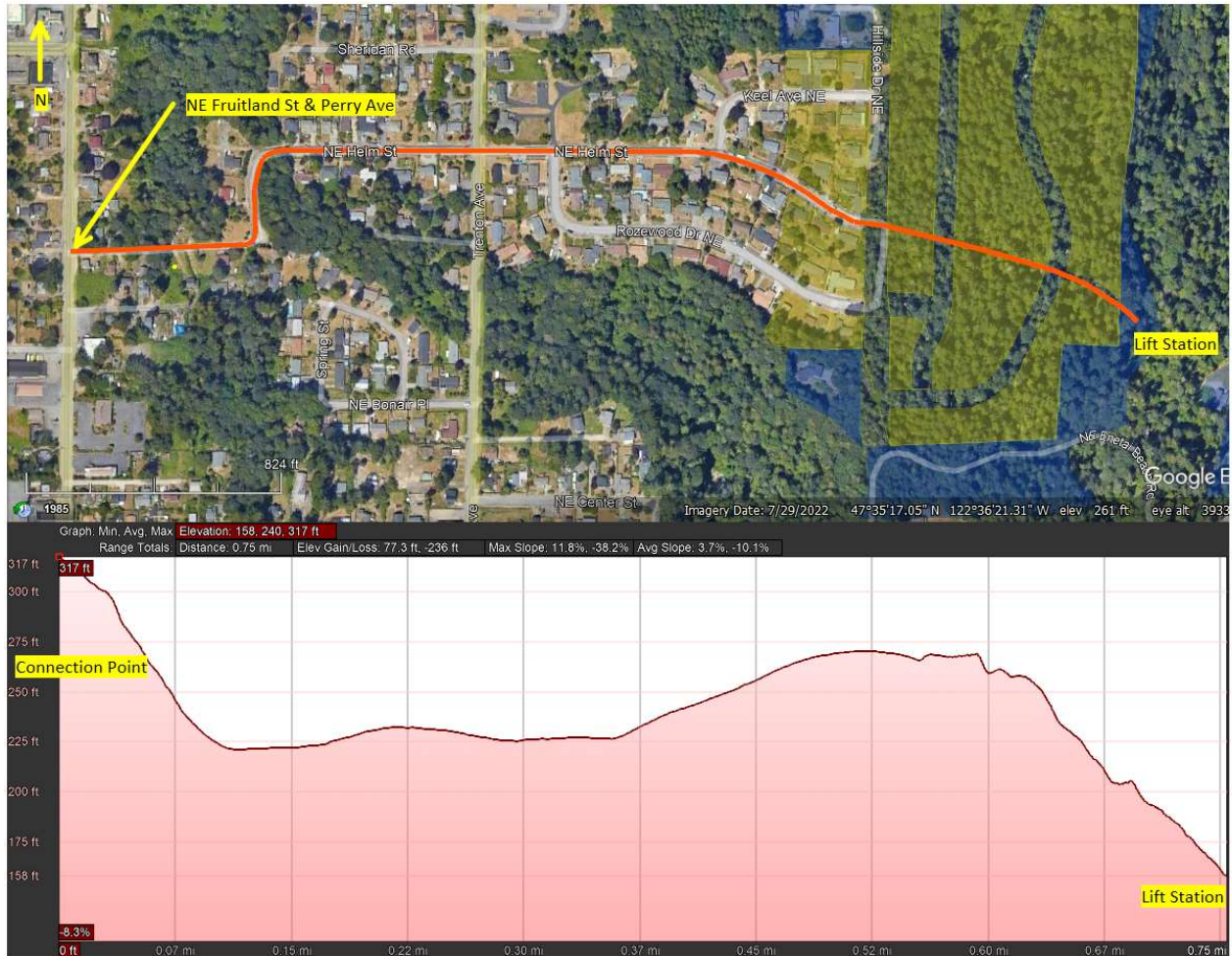


Figure 18 – Route 2 - Plan & Profile

The pros and cons of this route include:

Pros

- The existing sanitary sewer pipe at the proposed connection point 12-in concrete.
- The route is 3,960 feet long (shortest route).
- The route travels through public right of ways.
- The total static elevation change is 169 feet (lowest).
- The route has adequate capacity at maximum baseline data.
- This route is also the proposed watermain route to connect the subdivision to Trenton Ave.

Cons

- N/A

C. Route 3: NE Stone Way & Perry Avenue

This proposed force main route will pump sanitary sewage southwest through the proposed plat then south along NE Enetai Beach Road and west to NE Stone Way and Perry Avenue (see Figure 19 below).



Figure 19 – Route 3 - Plan & Profile

The pros and cons of this route include:

Pros

- The existing sanitary sewer pipe at the proposed connection point 15-in concrete.
- The route is 4,320 feet long.

Cons

- The route travels through many private parcels.
- The route goes through a deep ravine which complicates maintenance.
- The total static elevation change is 225 feet.

D. Route 4: Cascade Trail & Perry Avenue

This proposed force main route will pump sanitary sewage southwest through the proposed plat then south along NE Enetai Beach Road and west along Cascade Trail and Cascade View to Cascade Trail and Perry Avenue (see Figure 20 below).

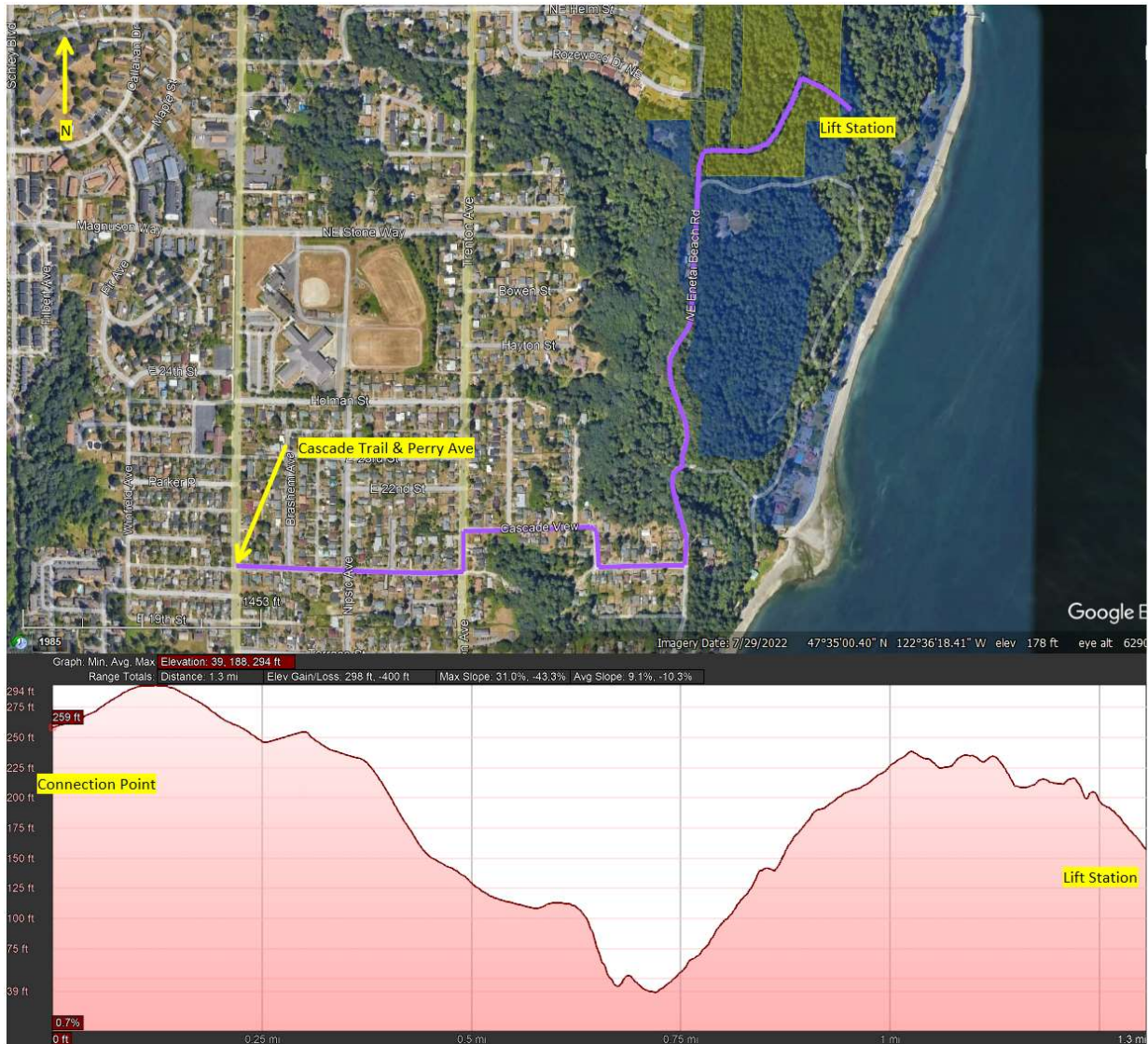


Figure 20 – Route 4 - Plan & Profile

The pros and cons of this route include:

Pros

- The existing sanitary sewer pipe at the proposed connection point 15-in concrete.

Cons

- The route is 6,850 feet long.
- The route travels through many private parcels.
- The route goes through a deep ravine which complicates maintenance.
- The total static elevation change is 265 feet.

E. Recommended Force Main Route

Based on the pros and cons of each route, Routes 3 and 4 are eliminated for consideration due to the deep ravine. Routes 1 and 2 are both technically feasible. Comparing Routes 1 and 2, Route 2 is shorter by almost 1000 feet, has a lower static elevation change by 35 feet, and the connection point is into a 12-inch pipe rather than an 8-inch pipe. Both the length and the static elevation differences combine to require a smaller pump in the proposed pumping station. Therefore, Route 2 is the recommended alternative and will be used in the analysis in Section VI below.

VI. PERRY AVENUE SANITARY SEWER CAPACITY ANALYSIS

BP148 defines the sewer capacity analysis as follows: the capacity of the Perry Avenue sanitary sewer main will be analyzed; potential upsizing may be required.

A. Proposed Pumping Station Design Flows at Maximum Density

In Section III of this report, the proposed subdivision pumping station design flows were analyzed. The worst-case baseline flows were recommended to be at maximum density.

B. Baseline Flows at Maximum Density

In Section IV of this report, the baseline flows were analyzed. The worst-case baseline flows were recommended to be at maximum density.

C. Baseline and Pumping Station Flows at Maximum Density

Since the pumping station flows at maximum density were added to the baseline system at MH#13 (per Route #2), the upper section of the baseline analysis remains unchanged. The SSA model at maximum baseline plus the maximum pumping station flows show all pipes downstream of the connection point (MH#13 at NE Fruitland St and Perry Avenue) are under capacity. See Appendix F for the full analysis and a summary of the results is provided in Table 3 below.

Table 3 – Summary of Results

Node		Pipe Size		Baseline Max Density, Max Flow Depth (ft)	Baseline + Pumping Station at Design Peak Flow, Max Flow Depth (ft)	Additional Flow Depth (ft)	BL + PS Percent Full by Area
From	To	(in)	(ft)				
MH#2	MH#1A	8	0.67	0.55	0.55	0.00	88.2%
MH#1A	MH#1	8	0.67	0.67	0.67	0.00	100.5%
MH#1	MH#12	8	0.67	0.55	0.55	0.00	88.2%
MH#12	MH#13	12	1.00	0.46	0.50	0.04	50.0%
MH#13	MH#14	12	1.00	0.53	0.62	0.09	65.1%
MH#14	MH#15	12	1.00	0.56	0.65	0.09	68.8%
MH#15	MH#16	12	1.00	0.56	0.65	0.09	68.8%
MH#16	MH#17	15	1.25	0.50	0.56	0.06	43.4%
MH#17	MH#18	15	1.25	0.46	0.52	0.06	39.4%
MH#18	MH#19	15	1.25	0.45	0.50	0.05	37.4%
MH#19	MH#20	15	1.25	0.41	0.46	0.05	33.4%
MH#20	MH#21	15	1.25	0.39	0.43	0.04	30.5%
MH#21	Out-01	18	1.50	0.39	0.42	0.03	22.9%

VII. PUMP STATION SIZING

BP148 defines the pump station to be sized as follows: the proposed pump station shall be sized for this contribution area and will dictate sizing for the wet well, force main pipe, and the electrical service while the pumps can be initially sized for the current development only.

A. Wet Well

The final wet well size is dependent on the peak hourly demand for the contributing area. In general, based on the largest peak hourly demand (i.e. the maximum density per Table 1) and the recommended force main route (Route 2), the proposed wet well is anticipated to be approximately 10-feet in depth and 8-foot diameter with a 3.3-foot depth for an operating volume of approximately 1241 gallons. See Appendix G for the full analysis.

Due to the remote location of this pump station, it is anticipated the final design will be using a portable engine generator for back up service. Per the Orange Book, this scenario recommends an overflow capacity of a minimum of one hour at peak flow conditions. Under the preliminary wet well sizing, 15,000 gallons of overflow storage is recommended.

B. Electrical Service

The required electrical service is anticipated to be 3-phase power.

C. Force Main Pipe Size

The force main pipe size is based on the selected force main route and the peak hourly demand for the contributing area. Based on the peak design flow (per Table 1), the recommended Route 2, and the force main pipe size is estimated to be 6-inches in diameter. See Table 4 below. A minimum flow required to achieve 2 ft/s in the 6-inch diameter force main is 176 gpm.

Table 4 – Force Main Pipe Size

Peak Design Flow =	0.551	cfs
Desired Velocity (2-10 ft/s) =	2.5	ft/s
Required Pipe Area =	0.220	sq ft
Required Pipe Radius =	0.469	ft
	5.63	in
Nominal Pipe Size =	6	in

As a general check of the calculated force main size, we compared the friction losses in various pipe diameters to estimate the approximate optimal size force main required. At the peak design flow, recommended Route 2, and nominal pipe sizes; the total head for a 4-inch pipe is 130 ft, a 6-inch pipe is 18 ft, and an 8-inch pipe is 4 ft (see Appendix G). A higher the dynamic head loss increases the size of the required pump. In this case, a 4-inch dynamic head loss of 130 ft is very high, a 6-inch of 18 ft is moderate, and 4 ft is very low. Therefore, a nominal 6-inch force main is appropriately sized.

D. Pump Sizing

The submersible pump is initially sized to meet the proposed development only and the minimum flow rate to meet a minimum of 2.5 ft/s in the force main pipe. Setting the initial target parameters at 250 gpm at a duty point of 200 ft of total dynamic head with the static head at 169 ft, there are four pumps that were selected for further review. Of the four proposed pumps, we recommend a Flygt 1330S-4X.263.S78.230 30Hp, three phase, 230-volt pump. The performance duty point of the recommended pump is 250 gpm at 200 ft of total head at 45.5% efficiency. See Appendix H for the full analysis and pump curve.

VIII. CONCLUSIONS AND RECOMMENDATIONS

Through this report, we conclude that the Perry Avenue baseline area and downstream of MH#13 near NE Fruitland Street and Perry Avenue have the capacity to add the proposed Fisher Plat subdivision sanitary sewer flows. Therefore, we request a sanitary sewer utility availability letter from the City.

APPENDIX A



Department of Community Development
 345 6th Street, Suite 600
 Bremerton, WA 98337-1873
 Telephone: 360-473-5289
 Fax: 360-473-5278

PRE-SUBMITTAL REPORT – BP21 00148

Distribution: Mark Kuhlman mark@team4eng.com
 John Fisher john@fisherohana.com

It is our understanding that you are proposing the annexation of property located adjacent to Hillside Drive (parcel # 072402-2-107-2007) in the East Bremerton Urban Growth Area, and once annexation is completed to subdivide that property. Based on your proposal, the following is a summary of the major points discussed at the pre-application meeting held Wednesday, October 6, 2021, and follow up meeting held January 18, 2022.

Land Use:

1. ANNEXATION. The City requires annexation prior to providing an application for subdivision. The property owner will have to petition the City in order to begin the annexation process. You should plan an approximate minimum time of six to eight months to complete annexation. Annexation approval is a City Council decision. To learn more about annexation, please visit our City webpage: <http://www.ci.bremerton.wa.us/170/Annexation>.

UGA CONNECTING TO CITY SEWER	
ANNEXATION	REQUEST EXEMPTION
Applicant sends request to join annexation effort to all property owners within the geographical area identified at the end of this report. Please provide a draft of the proposed notice to the City for concurrence prior to mailing.	
Results feasible to create geographical area supporting 10% or greater	Result not near 10%
Petition City Council for annexation. Form attached, at which point staff will further engage. See attached flowchart.	Proceed with annexation exemption process.

2. ZONING. If annexed, the proposed subdivision would be located in the Low Density Residential (R-10) zone per BMC 20.60.
3. SUBDIVISION. Subdivisions of 10 or more lots are considered a *Formal Subdivision* per BMC 20.12.080(b) and requires a Type III Hearings Examiner decision. Division of land will be processed per BMC 20.12 and BMC 20.60.065. All survey materials must be prepared by a qualified professional. Each of the listed permits must be completed in the following order:
 - i. Preliminary Formal Subdivision (Type III Hearings Examiner Decision)
 - ii. Site Development Permit (Type I Administrative Decision)
 - iii. Final Subdivision (Type I Administrative Decision)
 - iv. Building Permits for individual homes (Type I Administrative Decision)

Presubmittal Report – BP21 00148

4. RESIDENTIAL CLUSTER DEVELOPMENT (RCD). As critical areas are found onsite, the applicant may want to consider a RCD, which is a specialty type of subdivision regulated per BMC 20.58.060. By setting aside certain areas for open space, including any unbuildable critical areas, additional flexibility is provided to the applicant in terms of setbacks, parking configurations, and townhomes are permitted with RCDs.
5. CRITICAL AREAS.
 - CATEGORY I CRITICAL AQUIFER. Per Kitsap County Critical Areas maps, the site contains critical aquifers. A Hydrogeological Assessment consistent with BMC 20.14.440 is required with the submittal for subdivision.
 - GEOLOGICALLY HAZARDOUS AREAS. Per Kitsap County Critical Areas maps, highly geologically hazardous areas exist onsite. Any proposed subdivision would need to conform to standards found in BMC 20.14.600, including providing a report from a geotechnical engineer. BMC 20.14.660(h), third-party geotechnical review of the applicants submitted report may be required to protect public health, safety and welfare; it is not known at this time if third-party review would be required.
 - STREAMS. Per Kitsap County Critical Areas maps, the site contains non-fish bearing streams. Please coordinate early with the Washington State Department of Fish & Wildlife (DFW) to ensure this stream typing is appropriate. It has been common DFW to change the type of such streams which could increase buffers and effect project configuration; early coordination could help avoid substantial revisions.
6. DEVELOPMENT STANDARDS.

Front yard setback	15 feet	Development Coverage	60 percent
Side Yard Setback	5 feet	Maximum Driveway Width	20 feet
Rear Yard Setback	15 feet	Minimum Driveway Width	8 feet
Maximum Height	35 feet	Parking	2 spaces per unit
BMC 20.48.060(a) Driveways and areas used for loading, parking and maneuvering motorized vehicles shall have a paved surface.			

**To contact the Land Use Division call Garrett Jackson
(360) 473-5279, or email Garrett.Jackson@ci.bremerton.wa.us**

Building Department:

1. An accessible route shall be provided within the site to and from the sidewalks, public streets, public transportation stops, accessible parking, accessible loading zones and accessible building entrances. The accessible route shall be provided by means of walkways, sidewalks and ramps that will comply with A117.1 Accessible and Usable Buildings and Facilities. The slope and cross slope of the finished elevations of all walkways, sidewalks, and ramps that are required and intended to be used as part of the accessible route shall comply with a cross slope of not more than 2% and the slope of a walkway or ramp shall comply with the standards for accessibility.

To contact the Building Department call Stuart Anderson the main at (360) 473-5270 or email Stuart.Anderson@ci.bremerton.wa.us

Presubmittal Report – BP21 00148

Engineering Department:

1. Due to the nature of this project, no Utility Availability Letter was sent to the applicant and instead a letter describing the required sewer infrastructure improvements necessary to serve this Project was delivered, followed by a meeting between the City and the applicant. The proposed pump station location presented was agreed upon.

From this meeting the following items will need to be addressed with further coordination between the applicant and the City:

- a. A graphic showing the maximum contributing area that the pump station will provide service for, including low pressure sewer systems serving properties to the east and downslope.
 - b. Pump station shall be sized for this contribution area and will dictate sizing for the wet well, force main pipe, and the electrical service while pumps can be sized for the current development.
 - c. Perry Ave. sewer main capacity is a concern and will need to be analyzed; potential upsizing may be required.
2. Project transportation design and aspects should be designed to City of Bremerton Standards if the plat in Kitsap County will dedicate the roads as public due to the potential of the City taking ownership of these roads if this area were to annex in the future. The City is less inclined to accept ownership of roads platted as private within the UGA if this area is ever annexed. Water design and aspects shall be governed by North Perry Water District.
 3. City of Bremerton will comment on the need for a Traffic Impact Analysis during the project's SEPA comment period with Kitsap County permit submittal.
 4. Annexation process will be coordinated between the applicant, Public Works & Utilities, and Department of Community Development.

ENGINEERING DEPARTMENT – Staff Contact: Robert Endsley, (360) 473-2348 or Robert.Endsley@ci.bremerton.wa.us or call the main office at (360) 473-5270.

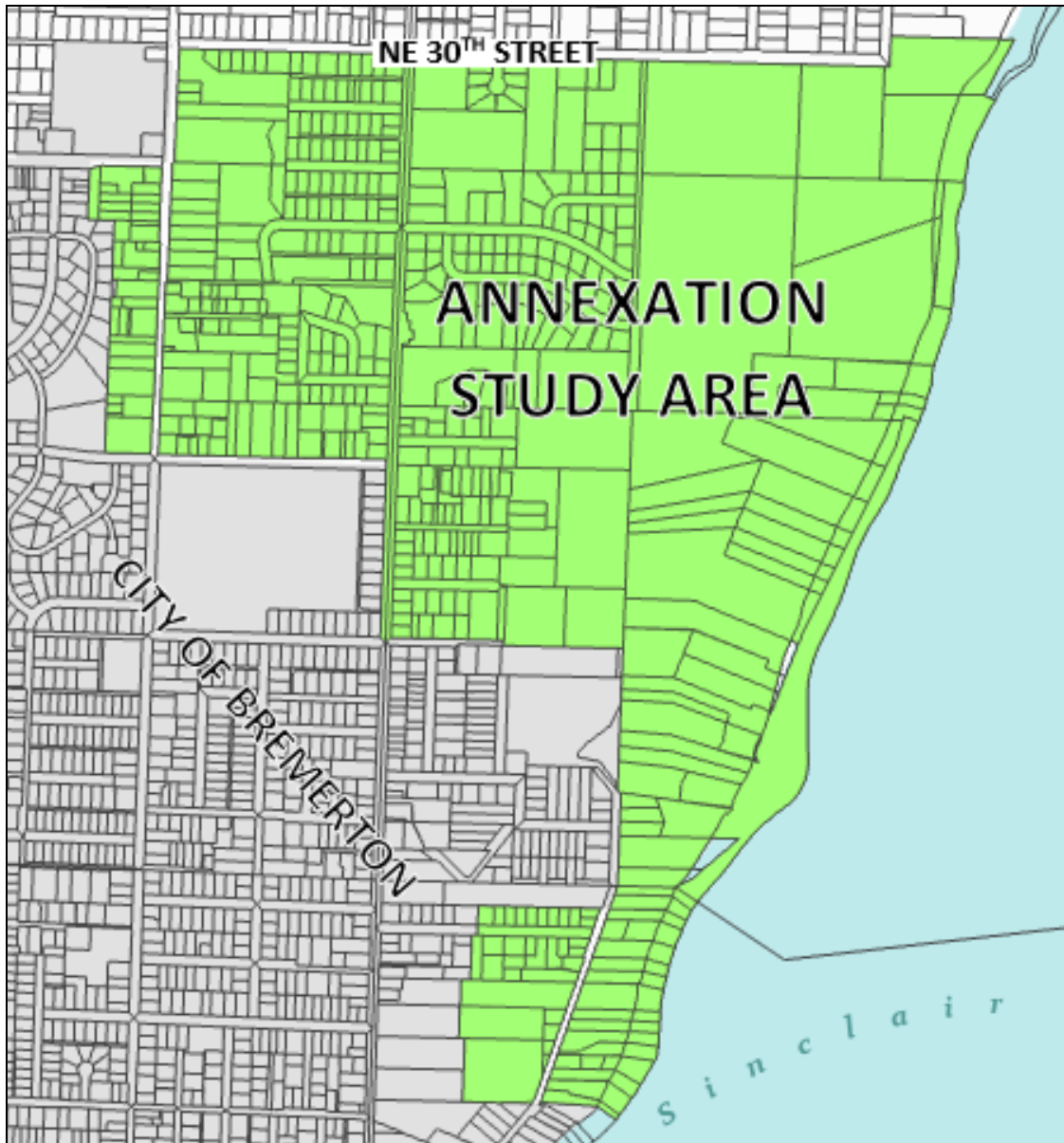
Fire Department:

1. No comments at this time.

To contact the Bremerton Fire Marshal's office: (360) 473-5386 or Michael.Six@ci.bremerton.wa.us

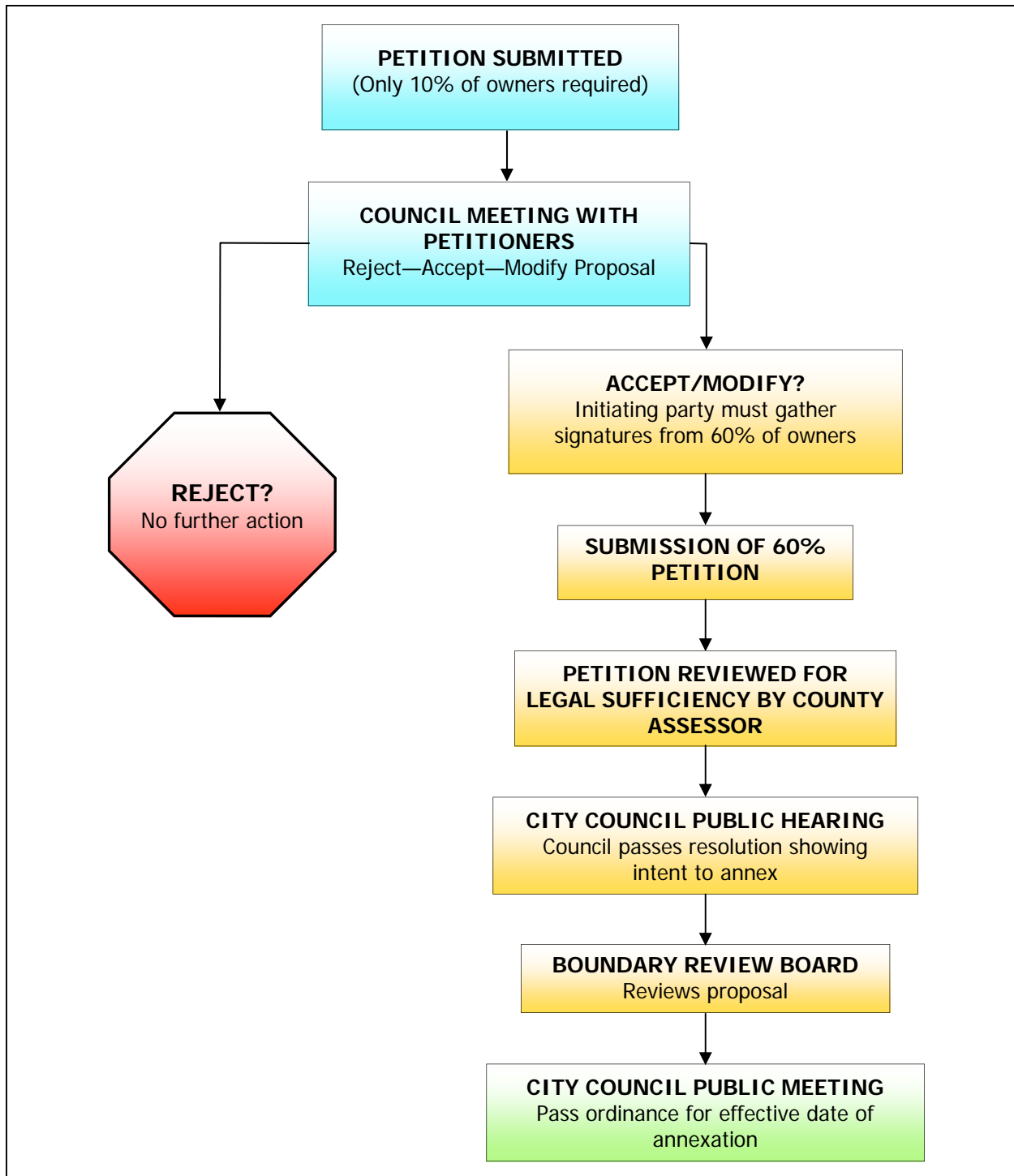
These comments are based on information provided prior to and at the pre-submittal meeting. The pre-submittal application conference is not intended to be an exhaustive review of all potential issues and the discussions shall not be binding or prohibit the enforcement of applicable laws. If you have any further questions, please contact the individual departments or the Department of Community Developments main line at (360) 473-5275.

Presubmittal Report – BP21 00148



Annexation Process – Petition Method

There are eight methods of annexation available for the City of Bremerton to utilize. The likely method that could be used in the annexation of territory in SKIA would be the “Petition Method.” This would require a petition of the owners of at least 60 per-cent of the assessed property value in the area to agree to petition to the city. In brief, diagrammed below are the steps that would be followed if a petition is submitted from the property owners for the City’s consideration. Please see the following pages for a written discussion of the process.





November 16, 2021

Attn: FISHER JOHN C & EPP SHAWNA L
6964 WING POINT RD NE
BAINBRIDGE ISLAND WA, 98110-2986

Re: Fisher Plat – BP21 00148

Mr. Fisher,

The City of Bremerton Department of Public Works & Utilities – Engineering has reviewed the submittal package for the Fisher Residential Plat for the presubmittal permit BP21 00148 for the meeting held on October 20, 2021. The Department has also reviewed the contents of the email from Mark Kulhman sent on October 25, 2021.

In response to the presubmittal meeting and the email correspondence, City staff are reluctant to draft a Conditional Utility Availability Letter for the project for the following reasons:

- There is no close or feasible sewer infrastructure available.
- The current 2021-2026 Capital Improvement Program (Six year CIP) does not account for any of the sewer improvements required for the Project as listed in the City's 2014 Wastewater Comprehensive Plan (WWCP). The 2014 WWCP has been attached for reference.

The Developer has the option to explore the route of providing sewer service via septic systems in accordance with Kitsap Public Health District's requirements. If the Developer would like to pursue City sewer service, then the following improvements and alternatives with estimated dollar amounts are available per the 2014 WWCP, and will need to be funded and constructed fully by the Developer:

Alternative #1

CIP ID# and Description	Infrastructure Improvements Details	Estimated Cost with Prevailing Wages
<p><u>NS-5C:</u> Construct pump station TA-3 at along low point of NE Enetai Beach Rd. to convey sewer flow from sub-basin TRT-1. Additionally, install force main along NE Enetai Beach Rd. and Holman St. to convey flow to Perry Ave.</p>	<ul style="list-style-type: none"> • 3,300-gallon wet well with capacity of 900-gpm at 230-ft TDH • 3,900-ft of 8-in force main 	<p>\$ 6.00 million</p>
<p><u>NS-5E</u> Construct gravity sewer from 30th St. along NE Enetai Beach Rd. to proposed pump station TA-3 and along Holman St. from Trenton Ave. to NE Enetai Beach Rd.</p>	<ul style="list-style-type: none"> • 4,200-ft of 8-in gravity sewer 	<p>\$ 1.63 million</p>

Alternative #2

CIP ID# and Description	Infrastructure Improvements Details	Estimated Cost with Prevailing Wages
<p><u>NS-5B (Partial):</u> Construct pump station TA-2 in the vicinity of NE Helm St. and Trenton Ave. to convey sewer flow from sub-basins TRT-4,5, and 6. Wet well to be sized for full buildout conditions with pumps sized for current contribution flows. Additionally, install force main along Sheridan Rd. to discharge into Cherry Ave. Basin in the vicinity of Schley Blvd.</p>	<ul style="list-style-type: none"> • 5,000-gallon wet well with capacity of 1,350-gpm at 210-ft TDH • 3,900-ft of 10-in force main 	<p>\$ 9.48 million (This includes gravity sewer costs not required)</p>
<p><u>Project-Specific Pump Station</u> Construct pump station to convey sewer flow for the proposed development. Install force main from project pump station to pump station TA-2.</p>	<ul style="list-style-type: none"> • Wet well to be sized for development • Force main sized for development 	<p>N/A</p>

Right-of-way acquisition, obtaining easements for access and utilities, obtaining permits from the applicable jurisdictions for both permitting and construction shall be the responsibility of the Developer. All sewer infrastructure shall adhere to the City of Bremerton Engineering Standards and shall adhere to the Bremerton Municipal Code.

If you would like to explore this further please feel free to reach out to me for discussion or to set up a follow up meeting.

Sincerely,

Robert Endsley
City of Bremerton, Engineering Division

APPENDIX B

April 19, 2023

Team 4 Engineering
Attn: Matt Rasmusson, MSEM, PE
5819 NE Minder Rd.
Poulsbo, WA 98370

Re: Fisher Plat – BP21 00148
Parcels # 072402-2-104-2000 & 072402-2-107-2007

Mr. Rasmusson,

The City of Bremerton Department of Public Works & Utilities – Engineering has reviewed the submittal package for the Fisher Residential Plat for the presubmittal permit BP21 00148 for the meeting held on October 20, 2021. Following this meeting, the City has been in communication and coordination with Team 4 Engineering regarding the sewer service area that can be achieved with this proposed Project's sewer pump station facility. Based on the proposed location of this sewer pump station facility, the actual sewer area that can be served reaches into the Trenton Avenue Basin: Sub-Basins denoted TRT-1, TRT-2, TRT-3, and TRT-4 per the attached exhibit; this proposed service area is in contrast to the City's 2014 Wastewater Comprehensive Plan for the Trenton Avenue Basin which depicts separate pump stations for each TRT.

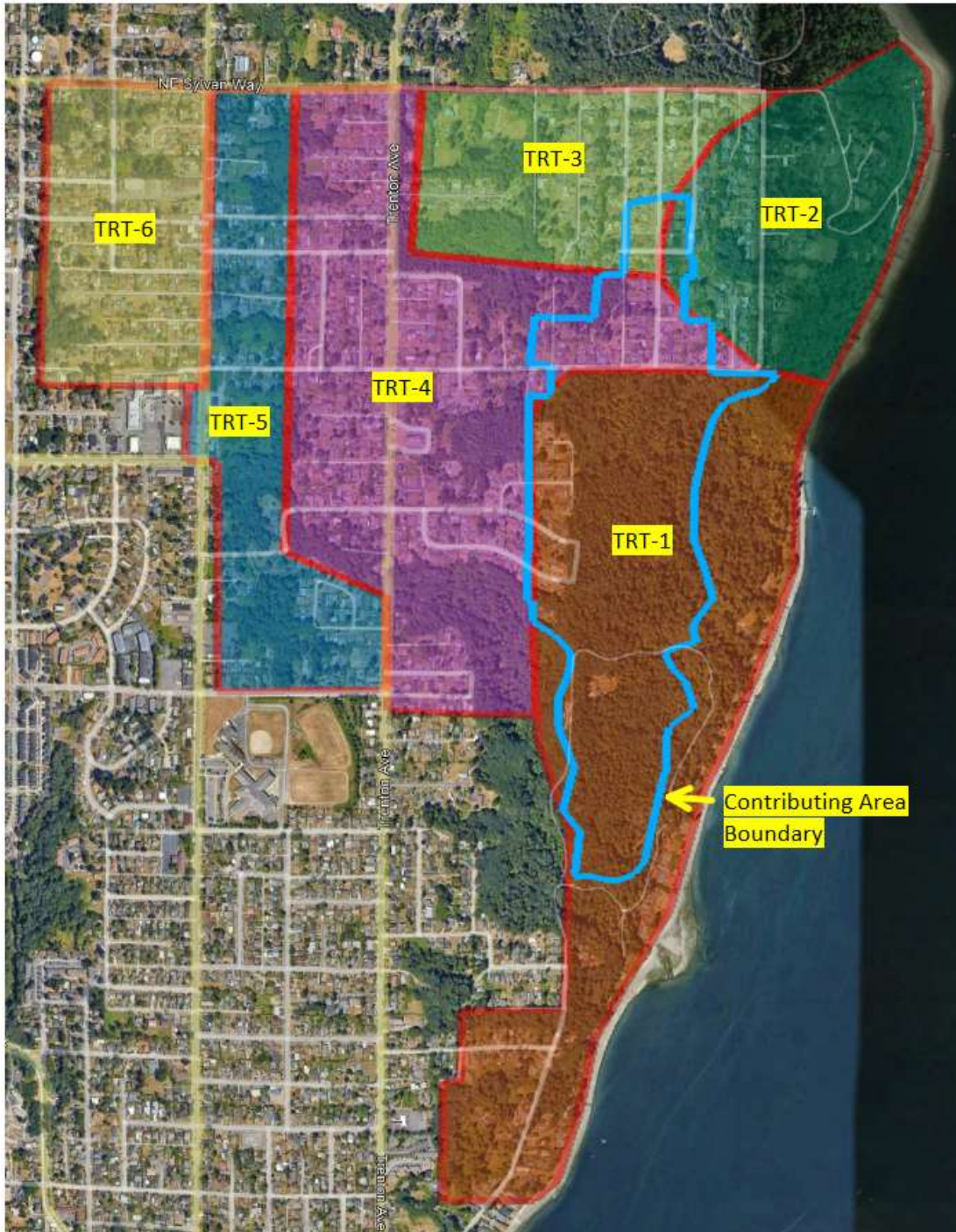
Based on the actual topography of the land and the proposed location of the sewer pump station facility, the City is requiring the sewer service area to extend into TRT-1, TRT-2, TRT-3, and TRT-4 per the attached exhibit. The City is currently updating its wastewater comprehensive plan and these Trenton Sub-Basins will be updated accordingly if this Project is constructed.

Sincerely,

Robert Endsley
Digitally signed by Robert Endsley
DN: C=US,
E=Robert.Endsley@ci.bremerton.wa.us,
O=City of Bremerton, OU=Public Works
& Utilities, CN=Robert Endsley
Date: 2023.04.19 09:41:06-07'00'

Robert Endsley
City of Bremerton
Public Works & Utilities – Development Engineering
(360) 473-2348
Robert.Endsley@ci.bremerton.wa.us

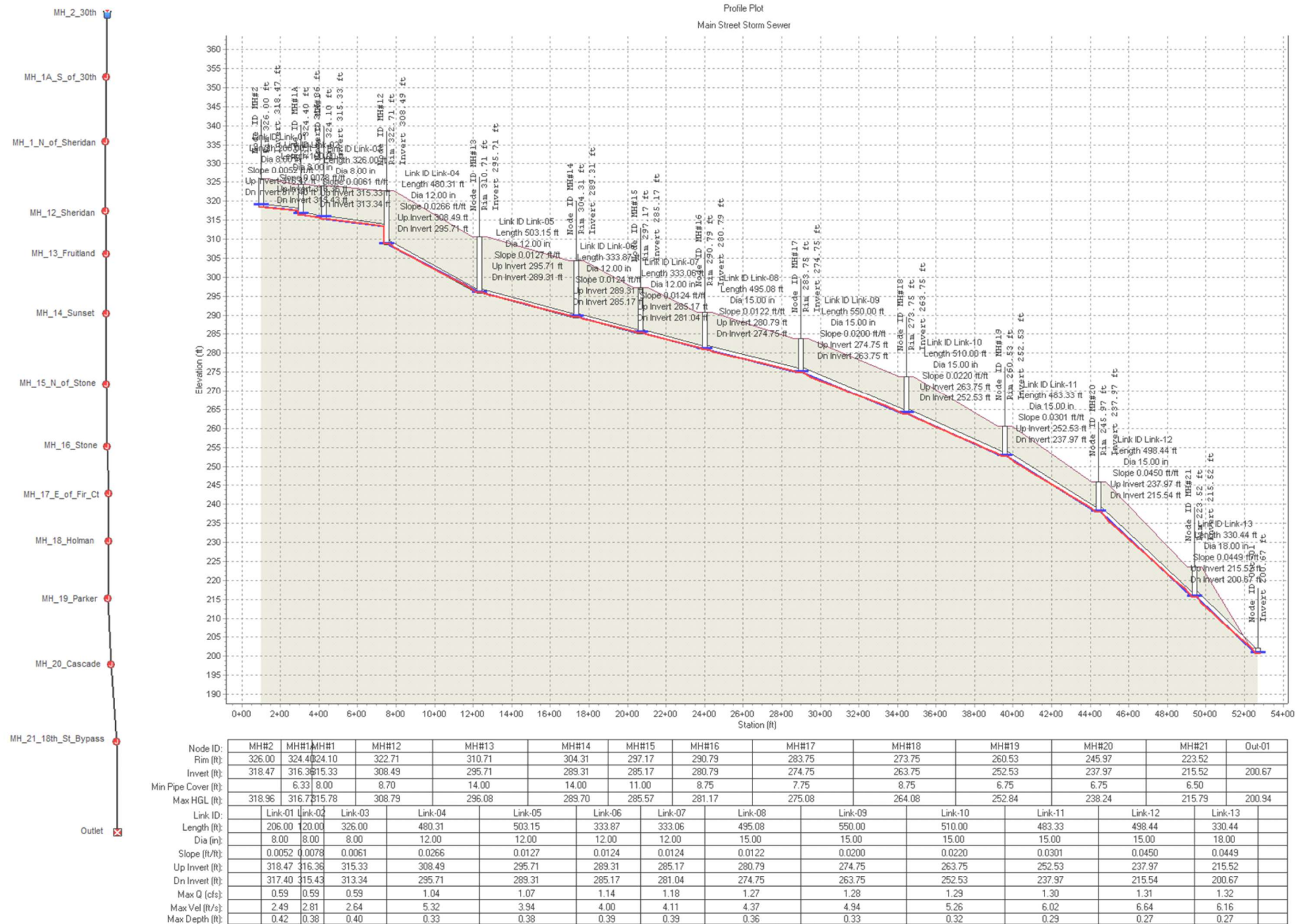
City Exhibit



APPENDIX C

Baseline Report at Minimum Density

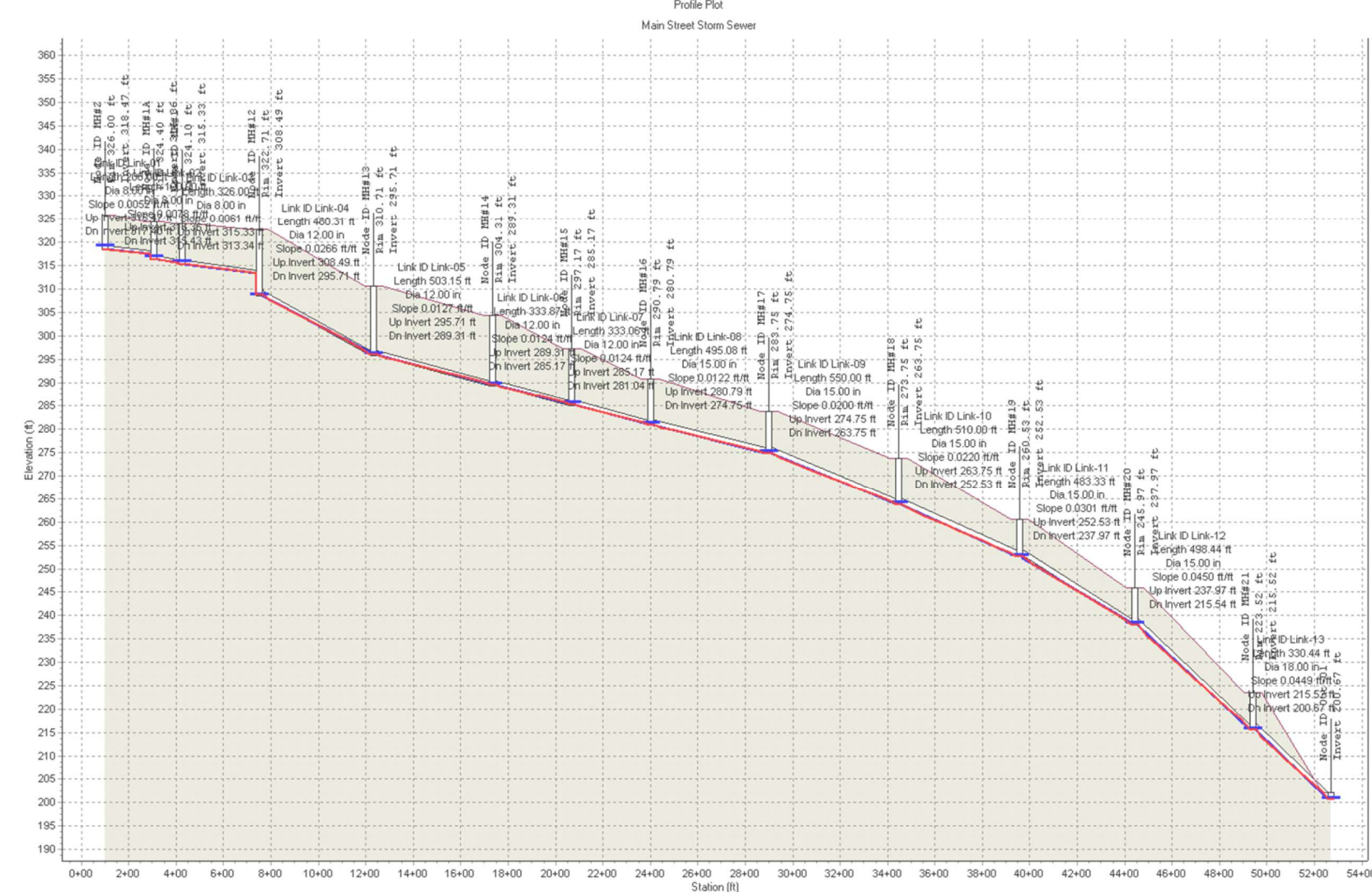
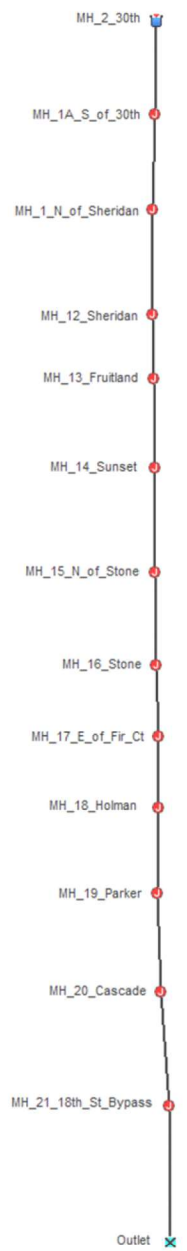
SN	Element Description	From (Inlet) Node	To (Outlet) Node	Length (ft)	Inlet Invert Elevation (ft)	Inlet Invert Offset (ft)	Outlet Invert Elevation (ft)	Outlet Invert Offset (ft)	Total Drop (ft)	Average Slope (%)	Pipe Shape	Pipe Diameter (inches)	Pipe Width (inches)	Manning's Roughness	Entrance Losses	Exit/Bend Losses	Additional Losses	Initial Flow (cfs)	Flap Gate	Lengthening Factor	Peak Flow (cfs)	Time of Peak Flow Occurrence (days hh:mm)	Max Flow Velocity (ft/sec)	Travel Time (min)	Design Flow Capacity (cfs)	Max Flow / Design Flow Ratio	Max Flow Depth / Total Depth Ratio	Total Time (min)	Max Flow Depth (ft)	Reported Condition
1	Link-01	MH#2	MH#1A	206.00	318.47	0.00	317.40	1.04	1.07	0.5200	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.59	1 00:00	2.49	1.38	0.75	0.78	0.64	0.00	0.42	Calculated
2	Link-02	MH#1A	MH#1	120.00	316.36	0.00	315.43	0.10	0.93	0.7800	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.59	1 00:00	2.81	0.71	0.92	0.64	0.58	0.00	0.38	Calculated
3	Link-03	MH#1	MH#12	326.00	315.33	0.00	313.34	4.85	1.99	0.6100	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.59	1 00:00	2.64	2.06	0.82	0.72	0.61	0.00	0.40	Calculated
4	Link-04	MH#12	MH#13	480.31	308.49	0.00	295.71	0.00	12.78	2.6600	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.04	1 00:00	5.32	1.50	5.40	0.19	0.33	0.00	0.33	Calculated
5	Link-05	MH#13	MH#14	503.15	295.71	0.00	289.31	0.00	6.40	1.2700	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.07	1 00:00	3.94	2.13	3.73	0.29	0.38	0.00	0.38	Calculated
6	Link-06	MH#14	MH#15	333.87	289.31	0.00	285.17	0.00	4.14	1.2400	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.14	1 00:00	4.00	1.39	3.68	0.31	0.39	0.00	0.39	Calculated
7	Link-07	MH#15	MH#16	333.06	285.17	0.00	281.04	0.25	4.13	1.2400	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.18	1 00:00	4.11	1.35	3.68	0.32	0.39	0.00	0.39	Calculated
8	Link-08	MH#16	MH#17	495.08	280.79	0.00	274.75	0.00	6.04	1.2200	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.27	1 00:00	4.37	1.89	6.63	0.19	0.29	0.00	0.36	Calculated
9	Link-09	MH#17	MH#18	550.00	274.75	0.00	263.75	0.00	11.00	2.0000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.28	1 00:00	4.94	1.86	8.48	0.15	0.26	0.00	0.33	Calculated
10	Link-10	MH#18	MH#19	510.00	263.75	0.00	252.53	0.00	11.22	2.2000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.29	1 00:00	5.26	1.62	8.90	0.15	0.25	0.00	0.32	Calculated
11	Link-11	MH#19	MH#20	483.33	252.53	0.00	237.97	0.00	14.56	3.0100	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.30	1 00:00	6.02	1.34	10.41	0.12	0.23	0.00	0.29	Calculated
12	Link-12	MH#20	MH#21	498.44	237.97	0.00	215.54	0.02	22.43	4.5000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.31	1 00:00	6.64	1.25	12.72	0.10	0.22	0.00	0.27	Calculated
13	Link-13	MH#21	Out-01	330.44	215.52	0.00	200.67	0.00	14.85	4.4900	CIRCULAR	18.000	18.00	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	1.32	1 00:00	6.16	0.89	19.30	0.07	0.18	0.00	0.27	Calculated



APPENDIX D

Baseline Report at Average Density

SN	Element Description	From (Inlet) Node	To (Outlet) Node	Length (ft)	Inlet Invert Elevation (ft)	Inlet Invert Offset (ft)	Outlet Invert Elevation (ft)	Outlet Invert Offset (ft)	Total Drop (ft)	Average Slope (%)	Pipe Shape	Pipe Diameter or Height (inches)	Pipe Width (inches)	Manning's Roughness	Entrance Losses	Exit/Bend Losses	Additional Losses	Initial Flow (cfs)	Flap Gate	Lengthening Factor	Peak Flow (cfs)	Time of Peak Flow Occurrence (days hh:mm)	Max Flow Velocity (ft/sec)	Travel Time (min)	Design Flow Capacity (cfs)	Max Flow / Design Flow Ratio	Max Flow Depth / Total Depth Ratio	Total Time Surcharged (min)	Max Flow Depth (ft)	Reported Condition
1	Link-01	MH#2	MH#1A	206.00	318.47	0.00	317.40	1.04	1.07	0.5200	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.78	1 00:00	2.57	1.34	0.75	1.03	0.81	0.00	0.54	> CAPACITY
2	Link-02	MH#1A	MH#1	120.00	316.36	0.00	315.43	0.10	0.93	0.7800	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.78	1 00:00	2.85	0.70	0.92	0.85	0.75	0.00	0.50	Calculated
3	Link-03	MH#1	MH#12	326.00	315.33	0.00	313.34	4.85	1.99	0.6100	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.78	1 00:00	2.74	1.98	0.82	0.95	0.76	0.00	0.51	Calculated
4	Link-04	MH#12	MH#13	480.31	308.49	0.00	295.71	0.00	12.78	2.6600	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.51	1 00:00	6.09	1.31	5.40	0.28	0.41	0.00	0.41	Calculated
5	Link-05	MH#13	MH#14	503.15	295.71	0.00	289.31	0.00	6.40	1.2700	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.55	1 00:00	4.34	1.93	3.73	0.42	0.47	0.00	0.47	Calculated
6	Link-06	MH#14	MH#15	333.87	289.31	0.00	285.17	0.00	4.14	1.2400	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.66	1 00:00	4.38	1.27	3.68	0.45	0.49	0.00	0.49	Calculated
7	Link-07	MH#15	MH#16	333.06	285.17	0.00	281.04	0.25	4.13	1.2400	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.73	1 00:00	4.53	1.23	3.68	0.47	0.49	0.00	0.49	Calculated
8	Link-08	MH#16	MH#17	495.08	280.79	0.00	274.75	0.00	6.04	1.2200	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.87	1 00:00	4.85	1.70	6.63	0.28	0.35	0.00	0.44	Calculated
9	Link-09	MH#17	MH#18	550.00	274.75	0.00	263.75	0.00	11.00	2.0000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.91	1 00:00	5.49	1.67	8.48	0.22	0.33	0.00	0.41	Calculated
10	Link-10	MH#18	MH#19	510.00	263.75	0.00	252.53	0.00	11.22	2.2000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.95	1 00:00	5.88	1.45	8.90	0.22	0.32	0.00	0.39	Calculated
11	Link-11	MH#19	MH#20	483.33	252.53	0.00	237.97	0.00	14.56	3.0100	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.99	1 00:00	6.73	1.20	10.41	0.19	0.29	0.00	0.36	Calculated
12	Link-12	MH#20	MH#21	498.44	237.97	0.00	215.54	0.02	22.43	4.5000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.05	1 00:00	7.54	1.10	12.72	0.16	0.27	0.00	0.34	Calculated
13	Link-13	MH#21	Out-01	330.44	215.52	0.00	200.67	0.00	14.85	4.4900	CIRCULAR	18.000	18.00	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	2.09	1 00:00	7.06	0.78	19.30	0.11	0.22	0.00	0.34	Calculated

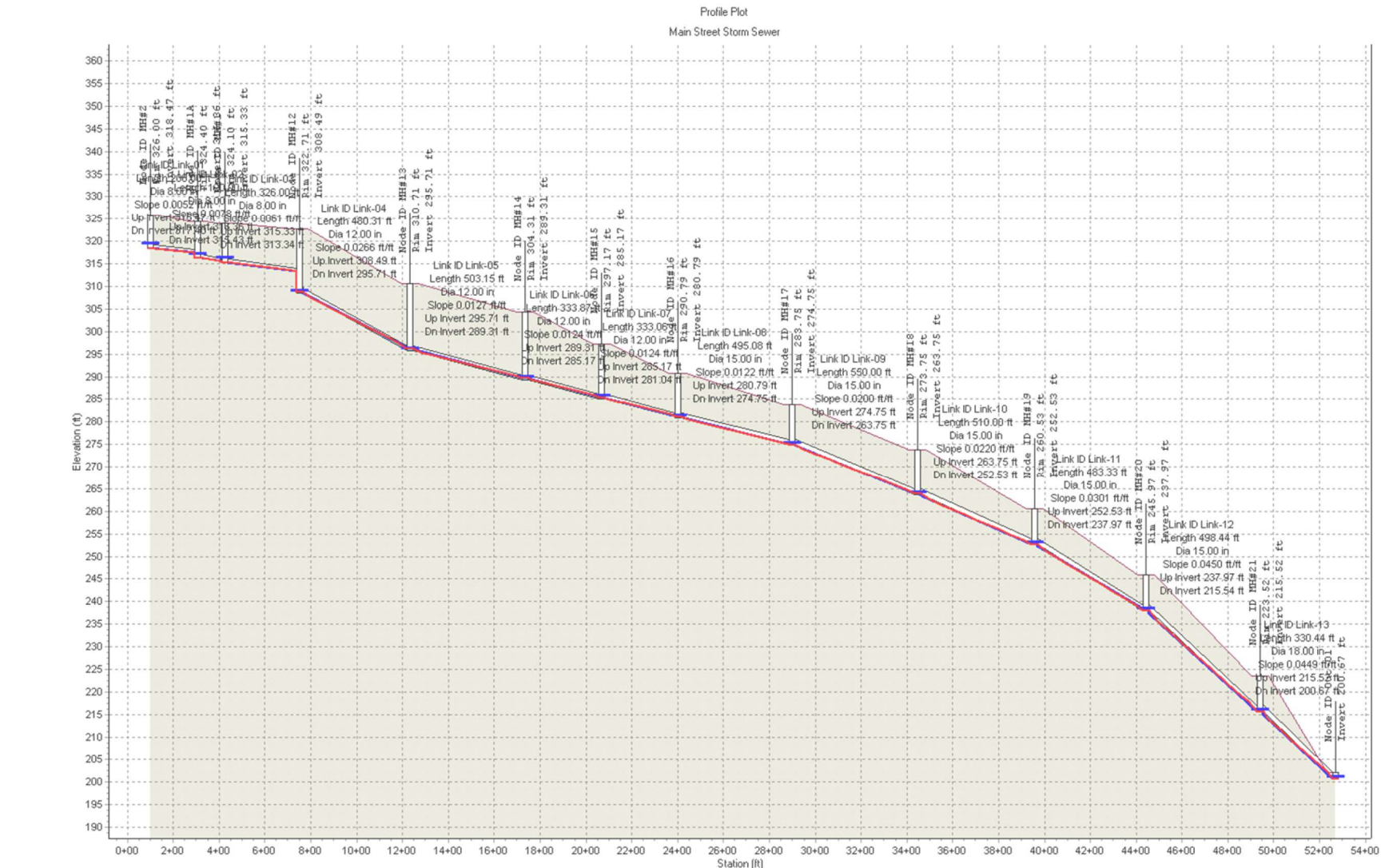
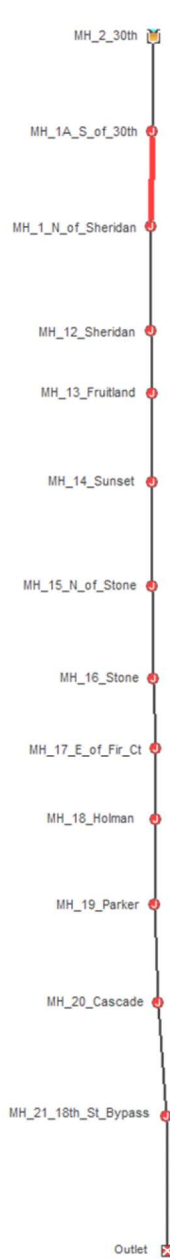


Node ID:	MH#2	MH#1A	MH#1	MH#12	MH#13	MH#14	MH#15	MH#16	MH#17	MH#18	MH#19	MH#20	MH#21	Out-01
Rim (ft)	326.00	324.48	324.10	322.71	310.71	304.31	297.17	290.79	283.75	273.75	260.53	245.97	223.52	
Invert (ft)	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	200.67
Min Pipe Cover (ft)		6.33	8.00	8.70	14.00	14.00	11.00	8.75	7.75	8.75	6.75	6.75	6.50	
Max HGL (ft)	319.17	316.88	315.93	308.85	296.16	289.79	285.66	281.26	275.16	264.16	252.91	238.31	215.86	201.00
Link ID:	Link-01	Link-02	Link-03	Link-04	Link-05	Link-06	Link-07	Link-08	Link-09	Link-10	Link-11	Link-12	Link-13	
Length (ft)	206.00	120.00	326.00	480.31	503.15	333.87	333.06	495.08	550.00	510.00	483.33	495.08	498.44	330.44
Dia (in)	8.00	8.00	8.00	12.00	12.00	12.00	12.00	15.00	15.00	15.00	15.00	15.00	15.00	18.00
Slope (ft/ft)	0.0052	0.0078	0.0061	0.0266	0.0127	0.0124	0.0124	0.0122	0.0200	0.0220	0.0301	0.0450	0.0449	
Up Invert (ft)	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	
Dn Invert (ft)	317.40	315.43	313.34	295.71	289.31	285.17	281.04	274.75	263.75	252.53	237.97	215.54	200.67	
Max Q (cfs)	0.78	0.78	0.78	1.51	1.55	1.66	1.73	1.87	1.91	1.95	1.99	2.05	2.09	
Max Vel (ft/s)	2.57	2.85	2.74	6.09	4.34	4.38	4.53	4.85	5.49	5.88	6.73	7.54	7.06	
Max Depth (ft)	0.54	0.50	0.51	0.41	0.47	0.49	0.49	0.44	0.41	0.39	0.36	0.34	0.34	

APPENDIX E

Baseline Report at Maximum Density

SN	Element Description	From (Inlet) Node	To (Outlet) Node	Length (ft)	Inlet Invert Elevation (ft)	Inlet Invert Offset (ft)	Outlet Invert Elevation (ft)	Outlet Invert Offset (ft)	Total Drop (ft)	Average Slope (%)	Pipe Shape	Pipe Diameter (inches)	Pipe Width (inches)	Manning's Roughness	Entrance Losses	Exit/Bend Losses	Additional Losses	Initial Flow (cfs)	Flap Gate	Lengthening Factor	Peak Flow (cfs)	Time of Peak Flow Occurrence (days hh:mm)	Max Flow Velocity (ft/sec)	Travel Time (min)	Design Flow Capacity (cfs)	Max Flow / Design Flow Ratio	Max Flow Depth / Total Depth Ratio	Total Time Surcharged (min)	Max Flow Depth (ft)	Reported Condition
1	Link-01	MH#2	MH#1A	206.00	318.47	0.00	317.40	1.04	1.07	0.5200	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.86	1 00:00	2.79	1.23	0.75	1.14	0.83	0.00	0.55	> CAPACITY
2	Link-02	MH#1A	MH#1	120.00	316.36	0.00	315.43	0.10	0.93	0.7800	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.86	1 00:00	2.85	0.70	0.92	0.93	1.00	8.00	0.67	SURCHARGED
3	Link-03	MH#1	MH#12	326.00	315.33	0.00	313.34	4.85	1.99	0.6100	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.86	1 00:00	2.78	1.95	0.82	1.05	0.83	0.00	0.55	> CAPACITY
4	Link-04	MH#12	MH#13	480.31	308.49	0.00	295.71	0.00	12.78	2.6600	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.86	1 00:00	6.55	1.22	5.40	0.35	0.46	0.00	0.46	Calculated
5	Link-05	MH#13	MH#14	503.15	295.71	0.00	289.31	0.00	6.40	1.2700	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.92	0 23:51	4.56	1.84	3.73	0.51	0.53	0.00	0.53	Calculated
6	Link-06	MH#14	MH#15	333.87	289.31	0.00	285.17	0.00	4.14	1.2400	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.06	0 23:51	4.58	1.21	3.68	0.56	0.56	0.00	0.56	Calculated
7	Link-07	MH#15	MH#16	333.06	285.17	0.00	281.04	0.25	4.13	1.2400	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.16	0 23:52	4.78	1.16	3.68	0.59	0.56	0.00	0.56	Calculated
8	Link-08	MH#16	MH#17	495.08	280.79	0.00	274.75	0.00	6.04	1.2200	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.36	0 23:52	5.15	1.60	6.63	0.36	0.40	0.00	0.50	Calculated
9	Link-09	MH#17	MH#18	550.00	274.75	0.00	263.75	0.00	11.00	2.0000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.42	0 23:53	5.84	1.57	8.48	0.28	0.37	0.00	0.46	Calculated
10	Link-10	MH#18	MH#19	510.00	263.75	0.00	252.53	0.00	11.22	2.2000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.49	0 23:54	6.27	1.36	8.90	0.28	0.36	0.00	0.45	Calculated
11	Link-11	MH#19	MH#20	483.33	252.53	0.00	237.97	0.00	14.56	3.0100	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.56	0 23:55	7.18	1.12	10.41	0.25	0.33	0.00	0.41	Calculated
12	Link-12	MH#20	MH#21	498.44	237.97	0.00	215.54	0.02	22.43	4.5000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.67	0 23:56	8.12	1.02	12.72	0.21	0.31	0.00	0.39	Calculated
13	Link-13	MH#21	Out-01	330.44	215.52	0.00	200.67	0.00	14.85	4.4900	CIRCULAR	18.000	18.00	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	2.74	0 23:56	7.63	0.72	19.30	0.14	0.26	0.00	0.39	Calculated

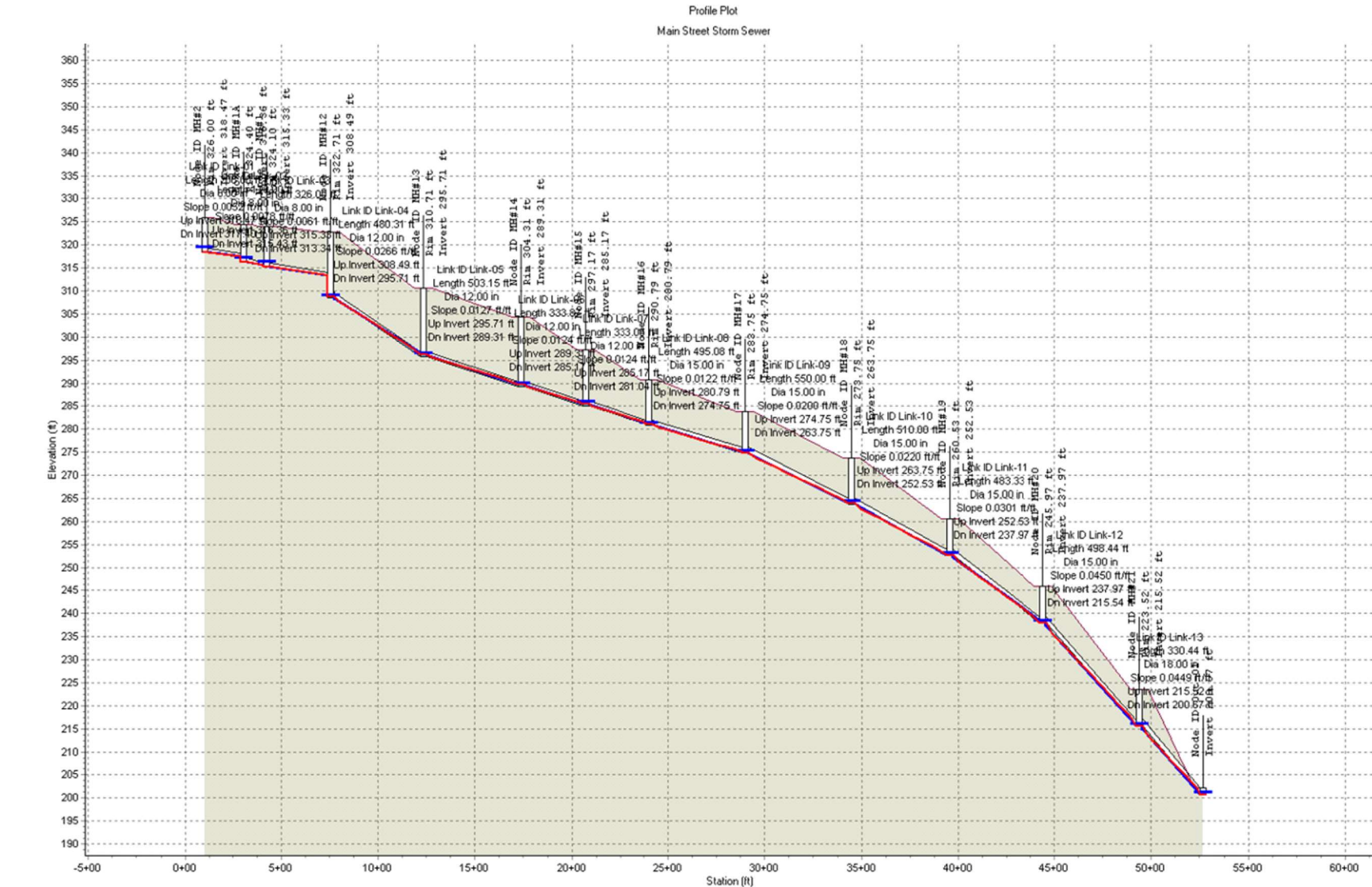
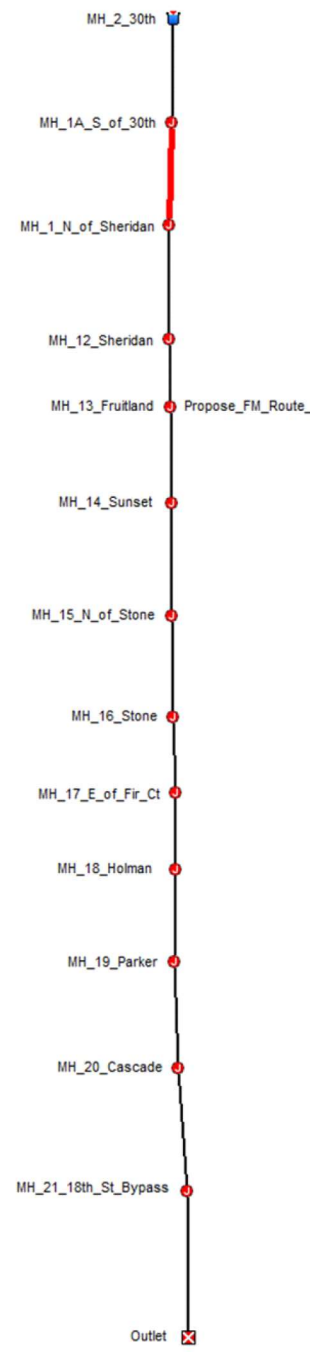


Node ID:	MH#2	MH#1A	MH#1	MH#12	MH#13	MH#14	MH#15	MH#16	MH#17	MH#18	MH#19	MH#20	MH#21	Out-01
Rim (ft)	326.00	324.40	324.10	322.71	310.71	304.31	297.17	290.79	283.75	273.75	260.53	245.97	223.52	
Invert (ft)	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	200.67
Min Pipe Cover (ft)		6.33	8.00	8.70	14.00	14.00	11.00	8.75	7.75	8.75	6.75	6.75	6.50	
Max HGL (ft)	319.44	317.09	316.19	308.90	296.22	289.86	285.74	281.33	275.21	264.21	252.97	238.36	215.91	201.05
Link ID:	Link-01	Link-02	Link-03	Link-04	Link-05	Link-06	Link-07	Link-08	Link-09	Link-10	Link-11	Link-12	Link-13	
Length (ft)	206.00	120.00	326.00	480.31	503.15	333.87	333.06	495.08	550.00	510.00	483.33	498.44	330.44	
Dia (in)	8.00	8.00	8.00	12.00	12.00	12.00	12.00	15.00	15.00	15.00	15.00	15.00	18.00	
Slope (ft/ft)	0.0052	0.0078	0.0061	0.0266	0.0127	0.0124	0.0124	0.0122	0.0200	0.0220	0.0301	0.0450	0.0449	
Up Invert (ft)	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	
Dn Invert (ft)	317.40	315.43	313.34	295.71	289.31	285.17	281.04	274.75	263.75	252.53	237.97	215.54	200.67	
Max Q (cfs)	0.86	0.86	0.86	1.86	1.92	2.06	2.16	2.36	2.42	2.49	2.56	2.67	2.74	
Max Vel (ft/s)	2.79	2.95	2.78	6.55	4.56	4.58	4.78	5.15	5.84	6.27	7.18	8.12	7.63	
Max Depth (ft)	0.55	0.67	0.55	0.46	0.53	0.56	0.56	0.50	0.46	0.45	0.41	0.39	0.39	

APPENDIX F

Preferred Route #2 Analysis Baseline Flow + Pumping Station Peak Design Flow

SN	Element ID	Description	From (Inlet) Node	To (Outlet) Node	Length (ft)	Inlet Invert Elevation (ft)	Inlet Invert Offset (ft)	Outlet Invert Elevation (ft)	Outlet Invert Offset (ft)	Total Drop (ft)	Average Slope (%)	Pipe Shape	Pipe Diameter or Height (inches)	Pipe Width (inches)	Manning's Roughness	Entrance Losses	Exit/Bend Losses	Additional Losses	Initial Flow (cfs)	Flap Gate	Lengthening Factor	Peak Flow (cfs)	Time of Peak Occurrence (days hh:mm)	Max Flow Velocity (ft/sec)	Travel Time (min)	Design Flow Capacity (cfs)	Max Flow / Design Flow Ratio	Max Flow Depth / Total Depth Ratio	Total Time Surcharged (min)	Max Flow Depth (ft)	Reported Condition
1	Link-01		MH#2	MH#1A	206.00	318.47	0.00	317.40	1.04	1.07	0.5200	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.86	1 00:00	2.79	1.23	0.75	1.14	0.83	0.00	0.55	> CAPACITY
2	Link-02		MH#1A	MH#1	120.00	316.36	0.00	315.43	0.10	0.93	0.7800	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.86	1 00:00	2.85	0.70	0.92	0.93	1.00	8.00	0.67	SURCHARGED
3	Link-03		MH#1	MH#12	326.00	315.33	0.00	313.34	4.85	1.99	0.6100	CIRCULAR	8.040	8.04	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	0.86	1 00:00	2.78	1.95	0.82	1.05	0.83	0.00	0.55	> CAPACITY
4	Link-04		MH#12	MH#13	480.31	308.49	0.00	295.71	0.00	12.78	2.6600	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	1.86	1 00:00	5.29	1.51	5.40	0.35	0.50	0.00	0.50	Calculated
5	Link-05		MH#13	MH#14	503.15	295.71	0.00	289.31	0.00	6.40	1.2700	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.47	0 23:50	4.83	1.74	3.73	0.66	0.62	0.00	0.62	Calculated
6	Link-06		MH#14	MH#15	333.87	289.31	0.00	285.17	0.00	4.14	1.2400	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.61	0 23:51	4.84	1.15	3.68	0.71	0.65	0.00	0.65	Calculated
7	Link-07		MH#15	MH#16	333.06	285.17	0.00	281.04	0.25	4.13	1.2400	CIRCULAR	12.000	12.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.71	0 23:52	5.01	1.11	3.68	0.74	0.65	0.00	0.65	Calculated
8	Link-08		MH#16	MH#17	495.08	280.79	0.00	274.75	0.00	6.04	1.2200	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.91	0 23:52	5.44	1.52	6.63	0.44	0.45	0.00	0.56	Calculated
9	Link-09		MH#17	MH#18	550.00	274.75	0.00	263.75	0.00	11.00	2.0000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	2.97	0 23:53	6.17	1.49	8.48	0.35	0.41	0.00	0.52	Calculated
10	Link-10		MH#18	MH#19	510.00	263.75	0.00	252.53	0.00	11.22	2.2000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	3.04	0 23:54	6.62	1.28	8.90	0.34	0.40	0.00	0.50	Calculated
11	Link-11		MH#19	MH#20	483.33	252.53	0.00	237.97	0.00	14.56	3.0100	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	3.11	0 23:55	7.58	1.06	10.41	0.30	0.37	0.00	0.46	Calculated
12	Link-12		MH#20	MH#21	498.44	237.97	0.00	215.54	0.02	22.43	4.5000	CIRCULAR	15.000	15.00	0.0140	0.5000	0.5000	0.0000	0.00	NO	1.00	3.22	0 23:56	8.55	0.97	12.72	0.25	0.35	0.00	0.43	Calculated
13	Link-13		MH#21	Out-01	330.44	215.52	0.00	200.67	0.00	14.85	4.4900	CIRCULAR	18.000	18.00	0.0150	0.5000	0.5000	0.0000	0.00	NO	1.00	3.29	0 23:56	8.03	0.69	19.30	0.17	0.28	0.00	0.42	Calculated



Node ID:	MH#2	MH#1A	MH#1	MH#12	MH#13	MH#14	MH#15	MH#16	MH#17	MH#18	MH#19	MH#20	MH#21	Out-01
Rim (ft):	326.00	324.40	324.10	322.71	310.71	304.31	297.17	290.79	283.75	273.75	260.53	245.97	223.52	
Invert (ft):	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	200.67
Min Pipe Cover (ft):	6.33	8.00	8.70	14.00	14.00	11.00	8.75	7.75	8.75	6.75	6.75	6.75	6.50	
Max HGL (ft):	319.44	317.01	316.19	308.90	296.31	289.95	285.83	281.40	275.27	264.27	253.01	238.41	215.95	201.09
Link ID:	Link-01	Link-02	Link-03	Link-04	Link-05	Link-06	Link-07	Link-08	Link-09	Link-10	Link-11	Link-12	Link-13	
Length (ft):	206.00	120.00	326.00	480.31	333.87	333.06	495.08	550.00	510.00	483.33	498.44	330.44		
Dia (in):	8.00	8.00	8.00	12.00	12.00	12.00	15.00	15.00	15.00	15.00	15.00	18.00		
Slope (ft/ft):	0.0052	0.0078	0.0061	0.0266	0.0127	0.0124	0.0124	0.0220	0.0200	0.0220	0.0301	0.0450	0.0449	
Up Invert (ft):	318.47	316.36	315.33	308.49	295.71	289.31	285.17	280.79	274.75	263.75	252.53	237.97	215.52	
Dn Invert (ft):	317.40	315.43	313.34	295.71	289.31	285.17	281.04	274.75	263.75	252.53	237.97	215.54	200.67	
Max Q (cfs):	0.86	0.86	0.86	1.86	2.47	2.61	2.71	2.91	2.97	3.04	3.11	3.22	3.29	
Max Vel (ft/s):	2.79	2.85	2.78	5.29	4.83	4.84	5.01	5.44	6.17	6.62	7.58	8.55	8.03	
Max Depth (ft):	0.55	0.67	0.55	0.50	0.62	0.65	0.65	0.56	0.52	0.50	0.46	0.43	0.42	

APPENDIX G

Force Main Sizing Check

Prob determine the total head loss, system curve, and pump curves

Give Input Fields in Blue/Highlighted

Assu maximum flow

Solution:

Head Loss - using Hazen-Williams formula with various flows

$$H_L = (10.44) * L * Q^{1.85} / (C_h^{1.85} * d^{4.8655})$$

LS fittings	Equiv. Length of Pipe		
	4"	6"	8"
(pump)			
90 Elbow	10.1	15.2	20
90 Elbow	10.1	15.2	20
Check Valve	33.6	50.5	33.3
Gate Valve	2.4	3.5	4.5
90 Elbow	10.1	15.2	20
Tee	20.1	30.3	39.9
Gate Valve	2.4	3.5	4.5
Meter	2.4	3.5	4.5
(force main)			
	91.2	136.9	146.7

Original Length of Pipe = **3960**

Total L(ft) = **4096.9**

Input Fields		Upper Range of Output Table	
Static Head (ft)	L (ft)	Q (gpm)	C _h
169	4096.9	250	150

Nominal ID (in)
4
6
8

L= length (ft)
 Q=flow (gpm)
 C_h= roughness coefficient
 d=pipe inside diameter (in)

Force Main Sizing Check

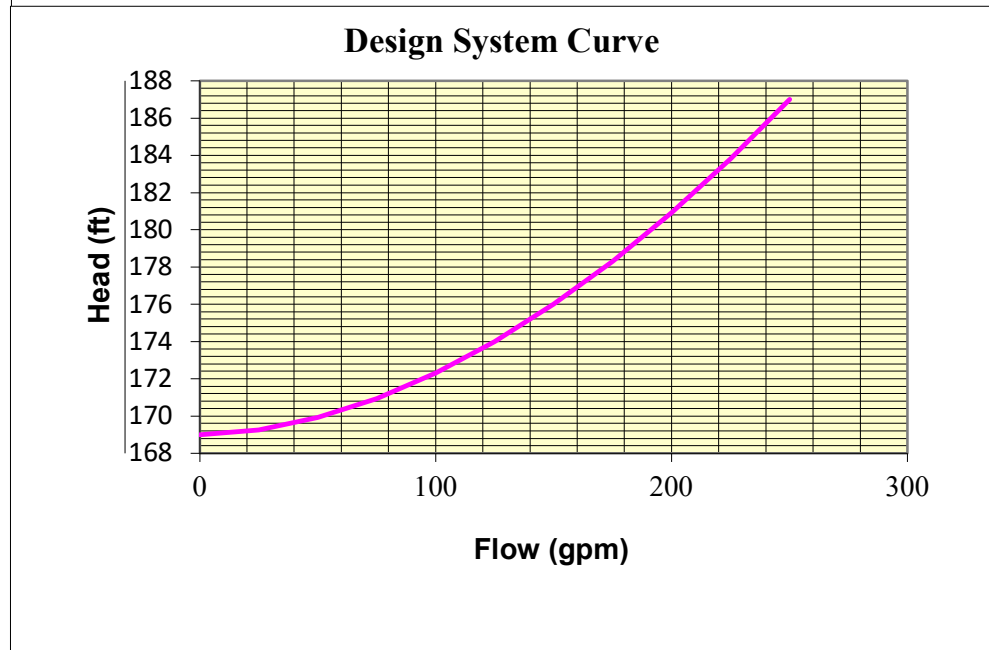
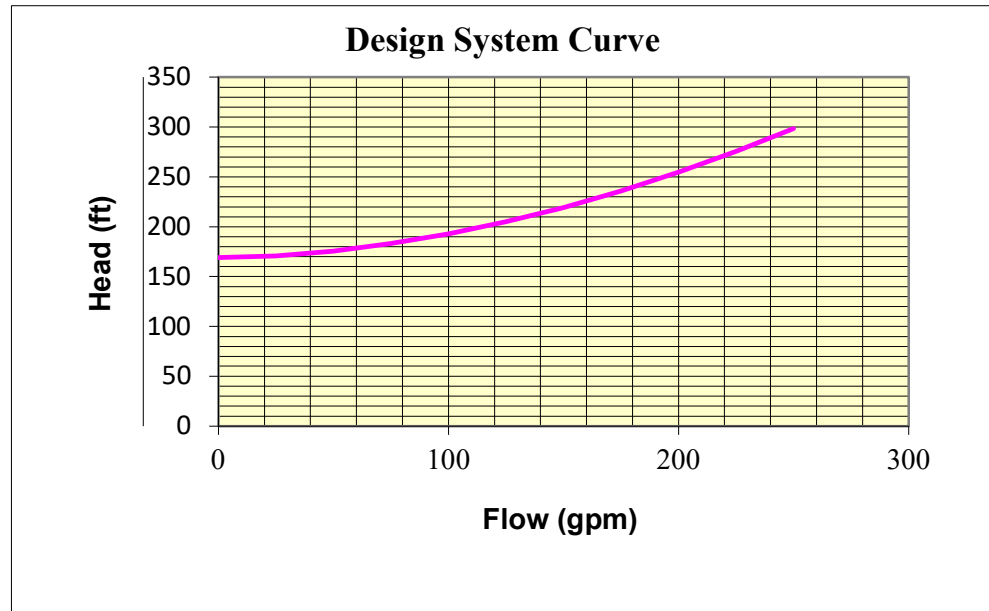
System Curves for various size force mains

Output Fields			
Q (gpm)	Dynamic H _L (ft)	Static H _L (ft)	Total H _L (ft)
0	0.00	169	169.00
25	1.83	169	170.83
50	6.59	169	175.59
75	13.96	169	182.96
100	23.77	169	192.77
125	35.92	169	204.92
150	50.33	169	219.33
175	66.94	169	235.94
200	85.70	169	254.70
225	106.56	169	275.56
250	129.50	169	298.50

Nominal ID (in) **4**

Output Fields			
Q (gpm)	Dynamic H _L (ft)	Static H _L (ft)	Total H _L (ft)
0	0.00	169	169.00
25	0.25	169	169.25
50	0.92	169	169.92
75	1.94	169	170.94
100	3.31	169	172.31
125	5.00	169	174.00
150	7.00	169	176.00
175	9.31	169	178.31
200	11.92	169	180.92
225	14.82	169	183.82
250	18.01	169	187.01

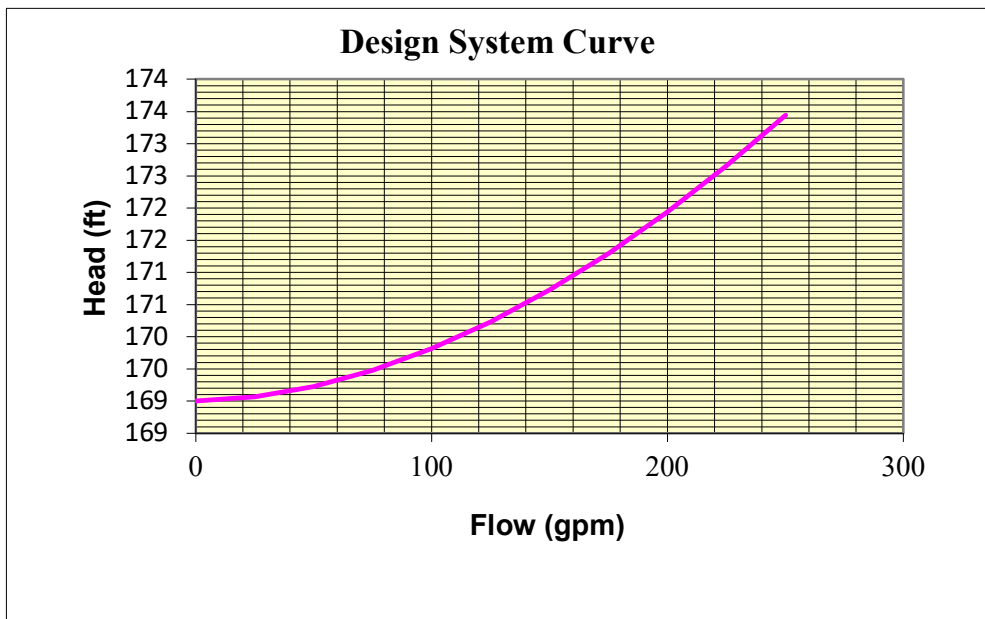
Nominal ID (in) **6**



Force Main Sizing Check

Output Fields			
Q (gpm)	Dynamic H _L (ft)	Static H _L (ft)	Total H _L (ft)
0	0.00	169	169.00
25	0.06	169	169.06
50	0.23	169	169.23
75	0.48	169	169.48
100	0.82	169	169.82
125	1.23	169	170.23
150	1.73	169	170.73
175	2.30	169	171.30
200	2.94	169	171.94
225	3.66	169	172.66
250	4.44	169	173.44

Nominal id (in) **8**



APPENDIX H

Problem: determine the total head loss, system curve, and pump curves

Given: Input Fields in Blue/Highlighted, Calculated values in Red

Assume: Peak flow

Solution:

Head Loss - using Hazen-Williams formula with various flows

$$H_L = (10.44) * L * Q^{1.85} / (C_h^{1.85} * d^{4.8655})$$

LS fittings	Equiv. Length of Pipe*		
	4"	6"	8"
(pump)			
90 Elbow	10.1	15.2	20
90 Elbow	10.1	15.2	20
Check Valve	33.6	50.5	33.3
Gate Valve (open)	2.4	3.5	4.5
90 Elbow	10.1	15.2	20
Tee	20.1	30.3	39.9
Gate Valve (open)	2.4	3.5	4.5
Meter	2.4	3.5	4.5
(force main)			
	91.2	136.9	146.7

Original Length of Pipe =

3960

Total L(ft) =

4096.9

* Source =

Handbook of PVC Pipe Design & Construction
Table 9.1 and Figure 9.2

IPS - Pipe Size	OD Size	Wall Thickness	Pressure / Rating	Ave. ID
4"	4.500	0.409	SDR 11, 160 psi	3.682
4"	4.500	0.265	SDR 17, 100 psi	3.970
6"	6.625	0.602	SDR 11, 160 psi	5.421
6"	6.625	0.390	SDR 17, 100 psi	5.845
8"	8.625	0.784	SDR 11, 160 psi	7.057
8"	8.625	0.507	SDR 17, 100 psi	7.611
10"	10.750	0.997	SDR 11, 160 psi	8.756
10"	10.750	0.632	SDR 17, 100 psi	9.486

Input Fields		Upper Range of Output Table		
Static Head (ft)	L (ft)	Q (gpm)	C _h	id (in)
169	4096.9	400	150	5.421

L= length (ft)

Q=flow (gpm)

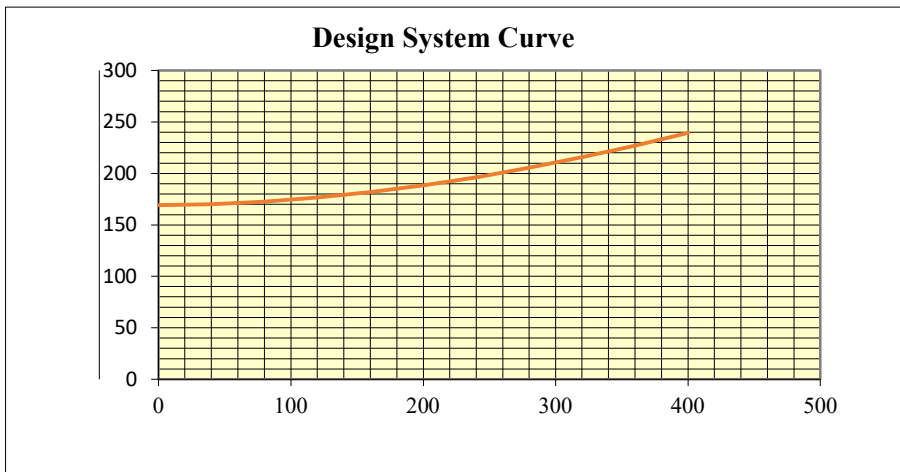
C_h= roughness coefficient

d=pipe inside diameter (in)

6"
SDR 11, 160 psi

System Curve

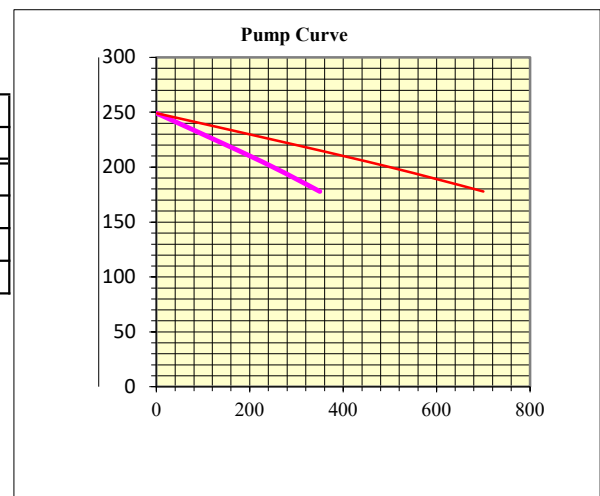
Output Fields			
Q (gpm)	Dynamic H _L (ft)	Static H _L (ft)	Total H _L (ft)
0	0.00	169	169.00
40	0.99	169	169.99
80	3.58	169	172.58
120	7.59	169	176.59
160	12.92	169	181.92
200	19.53	169	188.53
240	27.36	169	196.36
280	36.39	169	205.39
320	46.59	169	215.59
360	57.93	169	226.93
400	70.39	169	239.39



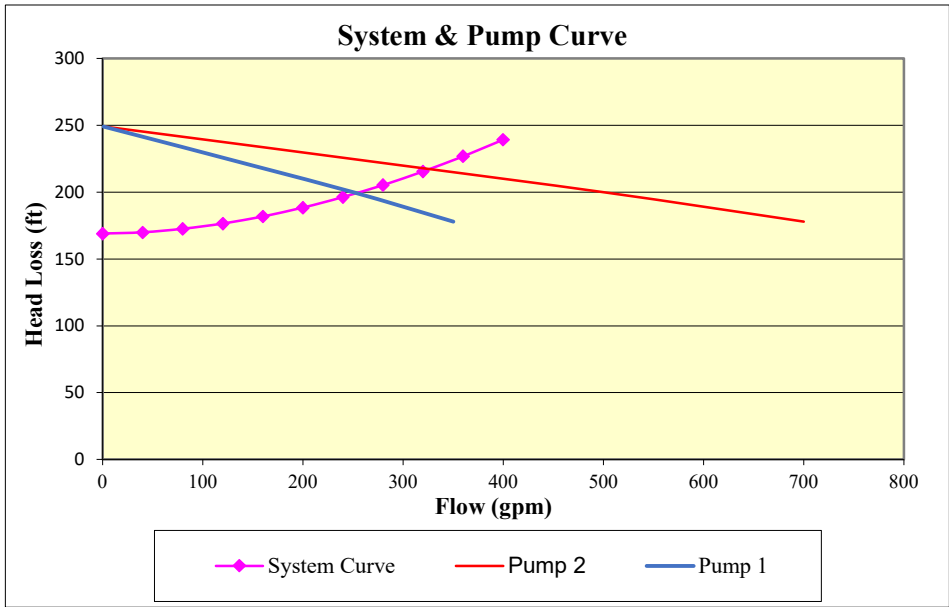
Pump Curve - Input Data from manufacturers Literature

Pump: [Flygt 1330S-4X.263.S78.230](#)
 30 Hp three phase, 230 volt

Input Fields		
x-axis	y-axis	Crv 2 x-axis
Q (gpm)	Total Head (ft)	Q (gpm)
1.0	249.0	2.0
150.0	220.0	300.0
250.0	200.0	500.0
350.0	178.0	700.0



System & Pump Curve - Pump Data from manufacturers Literature



Input Fields		Upper Range of Output Table		
Static Head (ft)	L (ft)	Q (gpm)	C _h	id (in)
169	4096.9	400	150	5.421

Pump: **Flygt 1330S-4X.263.S78.230**
30 Hp three phase, 230 volt

Pipe: **6" SDR 11, 160 psi**

Velocity:				Note:
Single Pump	Optimum Flow	250	gpm	Flow needed to maintain
	(from above curves)			3.0 ft / s
	Velocity =	3.48	ft / s	216 gpm
Dual Pumps	Optimum Flow	325	gpm	
	(from above curves)			
	Velocity =	4.52	ft / s	

Pump Station Sizing

Fisher Plat

12-Sep-23

Design Criteria

Septage Flows

Peak Flow	247	gpm
Average Daily Flow	62	gpm

Lift Station

Target Operating Volume

Operating Volume (V) = $t \times Q / 4$			per Orange Book
V =	625	gal	

where:

Time Between Starts (t)	10	min	per City staff
Pump Output Flow (1 pump) (Q)	250	gpm	

Design Wet Well Sizing

Diameter - I.D.	8	ft	per City staff
Operating Depth	3.3	ft	
Operating Volume	1241	gal	exceeds target volume

Pump Data (1 pump)

Pump Output Flow (1 pump)	250	gpm	Lead Pump only
Pump Run Time			
w/o inlet flow	5.0	min	

Combined Pump Data (2 pumps)

Pump Output Flow	325	gpm	Lead + Lag Pumps
Pump Run Time			
w/o inlet flow	3.8	min	

Peak Hour Flow Rate			Lead Pump only
Peak Flow	247	gpm	
Pump Run Time			
w/ inlet flows	446.6	min	
LS Fill Time	5.02	min	
Pump Run Frequency	6.01	runs / hr	
Average Daily Flow Rate			Lead Pump only
Average Daily Flow	62	gpm	
Pump Run Time			
w/ inlet flows	6.6	min	
LS Fill Time	20.08	min	
Pump Frequency	2.40	runs / hr	
Two Pumps Running at Peak Flow Rate			Lead + Lag Pumps
Peak Flow	247	gpm	
Pump Run Time			
w/ inlet flows	16.0	min	
LS Fill Time	5.02	min	
Pump Frequency	2.86	runs / hr	
One cycle every	21.0	min	
	0.35	hr	

1330S-4X.263.S78.230

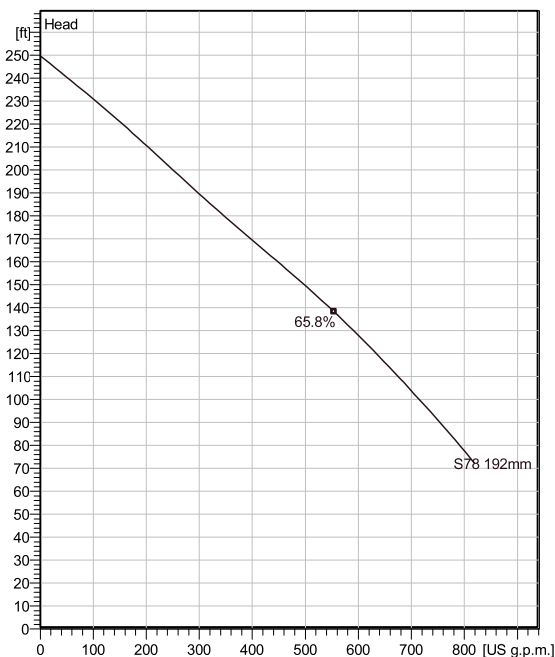
Submersible pumps for sewage and surface water within municipal and commercial building applications. Non-clog impellers are designed to maintain reliable performance at sustained efficiency.



Technical specification



Curves according to: Water, pure [100%], 39.2 °F, 62.43 lb/ft³, 1.6888E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

Configuration

Motor number K1330.181 25-18-2ZA-W 30hp	Installation type Wet well kit
Impeller diameter 192 mm	Discharge diameter 4 inch

Pump information

Impeller diameter 192 mm
Discharge diameter 4 inch
Inlet diameter -
Maximum operating speed 3540 rpm
Number of blades 2

Materials

Impeller Grey cast iron
Stator housing material Grey cast iron

Project	Xylect-21129287	Created by	Matt Rasmusson	Last update	9/13/2023
Block	0	Created on	9/13/2023		

1330S-4X.263.S78.230

Technical specification



Motor - General

Motor number K1330.181 25-18-2ZA-W 30hp	Phases 3~	Rated speed 3540 rpm	Rated power 30 hp
ATEX approved No	Number of poles 2	Rated current 67 A	Stator variant 9
Frequency 60 Hz	Rated voltage 230 V	Insulation class F	Type of Duty S1

Motor - Technical

Power factor - 1/1 Load 0.90	Motor efficiency - 1/1 Load 91.6 %	Total moment of inertia 1.6 lb ft ²	Starts per hour max. 15
Power factor - 3/4 Load 0.86	Motor efficiency - 3/4 Load 92.1 %	Starting current, direct starting 585 A	
Power factor - 1/2 Load 0.78	Motor efficiency - 1/2 Load 91.6 %	Starting current, star-delta 195 A	

Project	Xylect-21129287	Created by	Matt Rasmusson	Last update	9/13/2023
Block	0	Created on	9/13/2023		

1330S-4X.263.S78.230

Performance curve

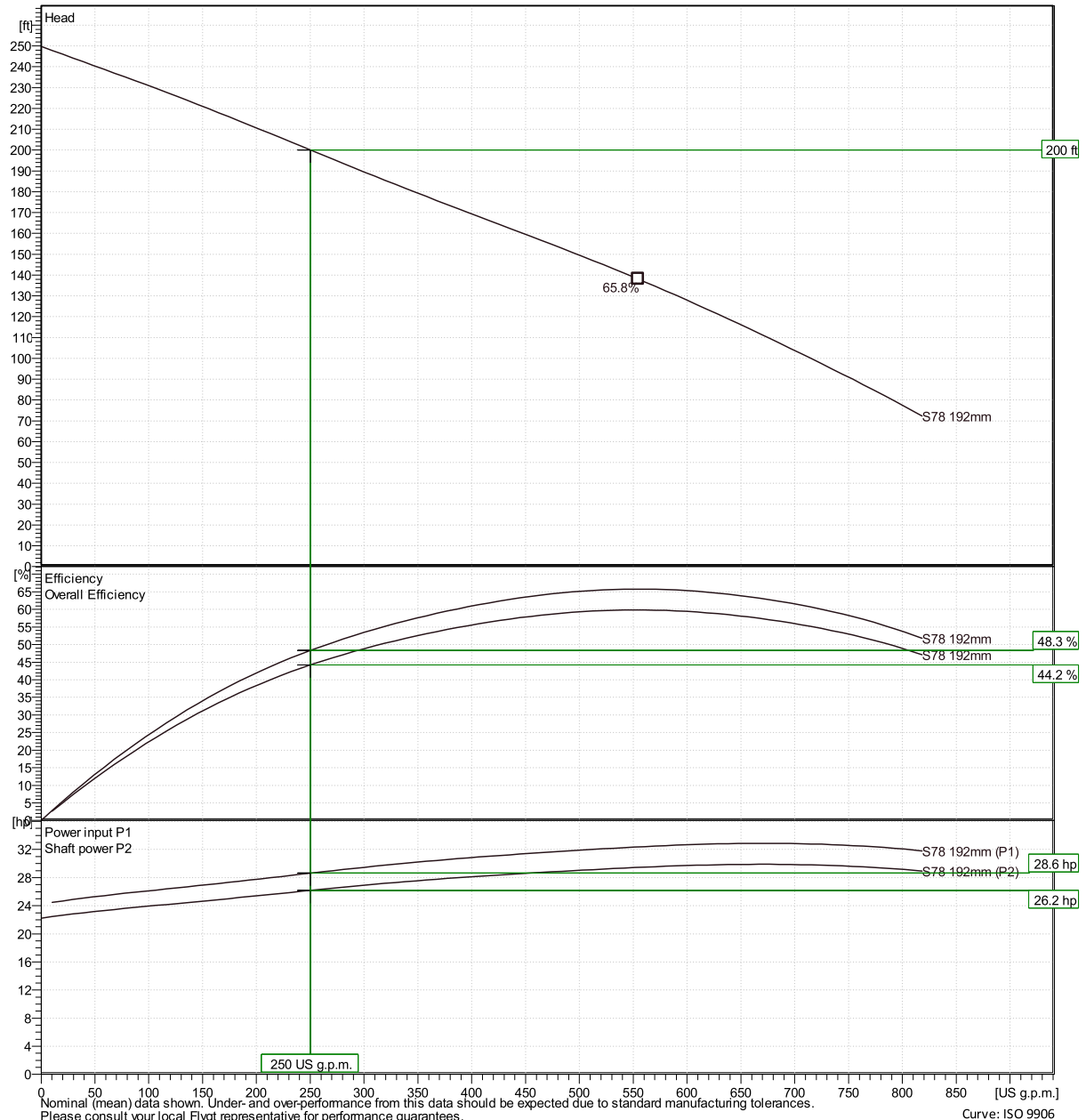


Duty point

Flow
250 US g.p.m.

Head
200 ft

Curves according to: Water, pure [100%], 39.2 °F, 62.43 lb/ft³, 1.6888E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees. Curve: ISO 9906

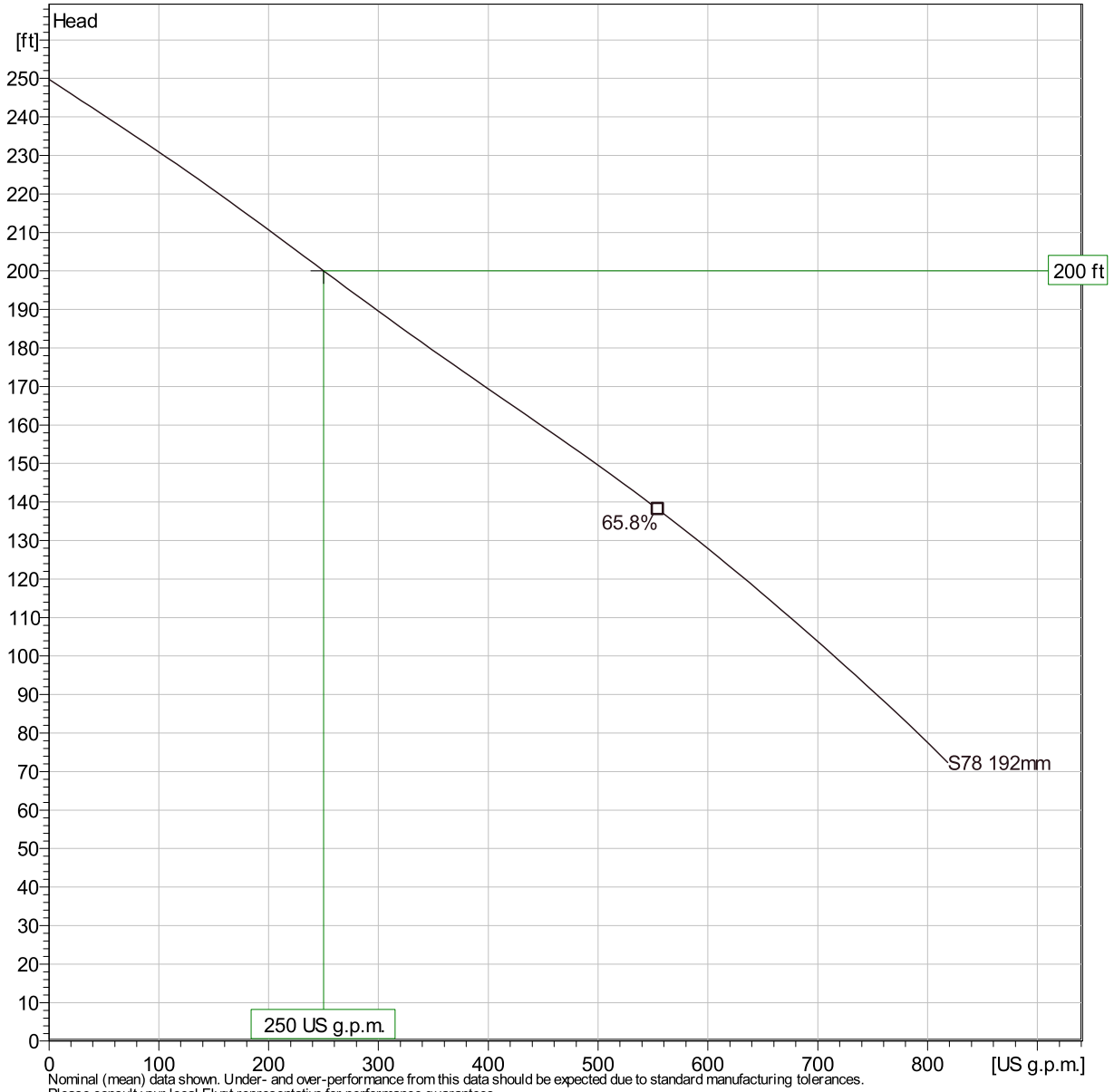
Project	Xylect-21129287	Created by	Matt Rasmusson	Last update	9/13/2023
Block	0	Created on	9/13/2023		

1330S-4X.263.S78.230

Duty Analysis



Curves according to: Water, pure [100%]; 39.2°F; 62.43lb/ft³; 1.6888E-5ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

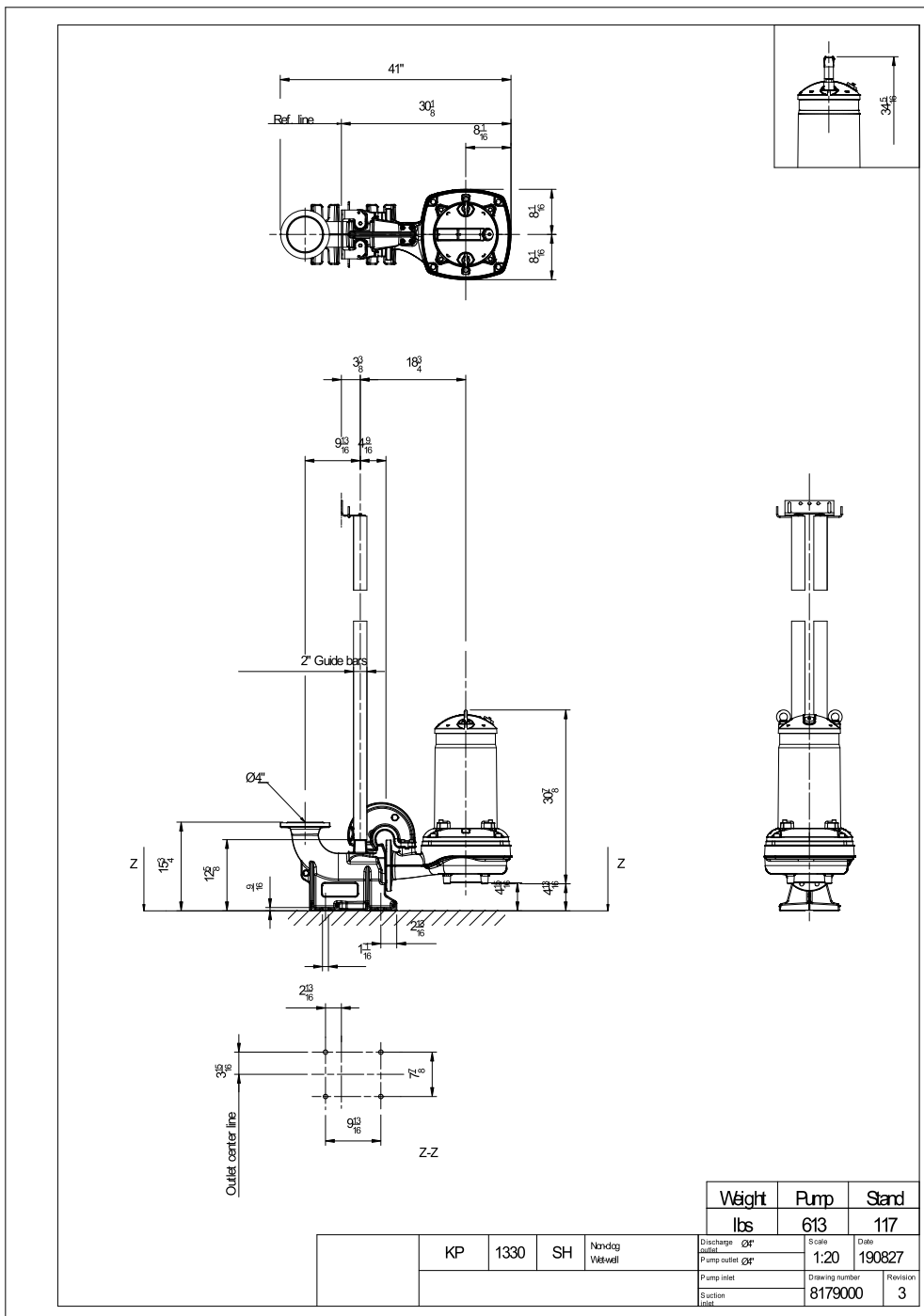
Operating characteristics

Pumps / Systems	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific Energy	NPSHre
1	250 US g.p.m.	200 ft	26.2 hp	250 US g.p.m.	200 ft	26.2 hp	48.3 %	1420 kWh/US M	

Project		Created by	Matt Rasmusson	Last update	9/13/2023
Block	Xylect-21129287	Created on	9/13/2023		

1330S-4X.263.S78.230

Dimensional drawing



Project	Xylect-21129287	Created by	Matt Rasmusson
Block	0	Created on	9/13/2023
		Last update	9/13/2023

Return Address: City Clerk
City of Bremerton
345 Sixth Street, Suite 100
Bremerton, WA 98337

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s): 1. Outside Utilities Agreement
Reference Number(s) of Documents assigned or released: N/A _____
Grantor(s): 1. <input type="checkbox"/> Additional names on page _____ of document.
Grantee(s): 1. The City of Bremerton <input type="checkbox"/> Additional names on page _____ of document.
Legal Description: (abbreviated) <input type="checkbox"/> Additional legal is on page _____ of document.
Assessor's Property Tax Parcel/Account Number:
Project Name:

OUTSIDE UTILITIES AGREEMENT

WHEREAS the Bremerton Municipal Code requires property outside the city boundaries to support annexation to the City of Bremerton as a condition for receiving City utilities (BMC 15.02.040 and 15.03.040); and

WHEREAS the City of Bremerton has a primary obligation to its citizens to allocate limited service resources for adequate growth and development within the City; and

WHEREAS the undersigned, as owner of a parcel outside the City of Bremerton, has made application for city utilities;

NOW, THEREFORE, the undersigned owner (hereinafter "Owner") of real property located in Bremerton, Kitsap County, Washington, (hereinafter "Property"), legally described as:

SEE ATTACHED EXHIBIT A

and the City of Bremerton (hereinafter "City"), in consideration of the mutual covenants set forth herein including the furnishing of utility services by the City of Bremerton, do hereby promise and agree as follows:

1. Services Provided. City of Bremerton shall provide utility services consistent with service areas defined by the City comprehensive utility plans as amended, and terms and conditions of a current Letter of Availability from the Bremerton Utilities Department.

2. Rates and Charges. Owner shall pay when due all connection charges, assessments, and rates established for city utility services by City ordinance for the Owner's user class.

3. Use. Development of the property described above shall comply with the uses and development standards of City of Bremerton comprehensive land use plan adopted pursuant to RCW 35.13.177 and any adopted subdivision and street standards of the City of Bremerton.

4. Utility Improvements.

5. Annexation. Owner, by signing below, grants to the City of Bremerton a Limited Power of Attorney to include this Agreement as Owner's consent to the annexation of the Property as part of any Notice of Intent or Petition for Annexation presented to the City of Bremerton.

The annexation petition supported by this Power may include proportional assumption of the City indebtedness by the area to be annexed. The petition shall require the concurrent adoption of land uses designated in any urban fringe comprehensive plan approved for the annexation area pursuant to RCW 35.13.177, or if none has been adopted, the land uses for annexed property as set forth in the Bremerton Zoning Code as amended.

This Power of Attorney is nonrevocable.

6. Enforcement. Violation of this Agreement may result in the immediate termination of utility services to the above-described property as well as other remedies provided by law.

7. Covenants. The undersigned further agrees that this Agreement and the promise made herein constitute a covenant running with the land and shall be binding upon the undersigned and his heirs, successors, and assigns, and that this Agreement shall be filed for record in the office of the Kitsap County Auditor.

OWNER(S):

DATED: _____

BY: _____

Owner

BY: _____

STATE OF WASHINGTON)
) ss
 COUNTY OF KITSAP)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 20____.

 Notary Public in and for the State of Washington,
 residing at:
 My appointment expires:

CITY OF BREMERTON

DATED: _____

BY: _____
Greg Wheeler, Mayor

DEPARTMENTAL APPROVAL:

Thomas Knuckey
Director of Public Works and Utilities

APPROVED AS TO FORM:

Kylie J. Finnell, Bremerton City Attorney

Angela Hoover, City Clerk

R:\Legal\Legal\Forms\FORMS ON COBWEB\Outside Utilities Agreement Rev. 09 2021.docx

EXHIBIT A

From: Sarah Palama-Hoffer <sarahpalama@gmail.com>
Sent: Monday, October 9, 2023 5:41 PM
To: Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>
Cc: City Council <City.Council@ci.bremerton.wa.us>; Ned Lever <Ned.Lever@ci.bremerton.wa.us>; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>
Subject: Re: Fischer property sewer proposal

Hello(again),

Reading through your email I would also like clarification on your statement that reads, “if the city decides annexation is not feasible”

The community has already been polled and rejected the idea of annexation. It’s not that this is “not feasible”, it’s more than the community has overwhelmingly rejected the idea already so saying it’s “not feasible”, is incorrect. The developer is trying to use a municipal code exception because annexation is not an option.

Also, you said “rates will be adjusted” to pay for the cost and maintenance of this new system. By “adjusted” do you mean “increased” for City of Bremerton residents?? So COB residents will have to pay higher rates to cover maintenance costs for a system that doesn’t even serve COB property??!! You stated the extension is also for the “benefit” of surrounding areas...How would this benefit any of us if we were forced to pay into sewer because of septic failure, home renovations, etc. I doubt anyone has large amounts of extra funding laying around for tapping into city sewer.

Hoping for clarification on these questions and the questions I emailed earlier today. Thank you.

Sarah Palama-Hoffer

On Mon, Oct 9, 2023 at 3:30 PM Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us> wrote:

Ms. Palama-Hoffer,

Please see my responses below in red. I have copied the City Council to inform them on the community interest in this matter.

Thanks,

Janelle Hitch, P.E.

Managing Engineer – Development

Public Works & Utilities – Engineering

(360) 473-5285

Janelle.hitch@ci.bremerton.wa.us



From: Sarah Palama-Hoffer <sarahpalama@gmail.com>
Sent: Saturday, October 7, 2023 7:16 AM
To: Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>
Subject: Re: Fischer property sewer proposal

I realized after I sent my original email, my email chose to not populate the first portion of my email so I will re-write it below. Feel free to disregard the original email I sent. Thanks so much!

Hello Janelle,

Kathie Lustig has been informing me of all of the communications she has received from you but I would love clarification on a few more things regarding this proposal for sewer in a non annexed/ non city maintained part of Bremerton.

1. If the city will be responsible to own and maintain this system, including pump stations and the additional impact to the wastewater treatment plant, will this essentially fall all on the backs of the City of Bremerton rate payers? If so, are they aware of this development attempting to get sewer put in? The non-annexed folks using this system have to pay 50% more than City rate payers...but where is the cost breakdown to show that this 50% surcharge is enough to cover the costs and long term maintenance of this massive extension, pump stations, etc? I find it troubling that as a neighborhood we have not seen any documentation regarding feasibility. Will families paying the city tax be informed of this project?

The City will own the sewer main, sewer laterals and pump station that are proposed. Rate studies are completed regularly and rates are adjusted to ensure adequate funding for operation and maintenance of facilities. The rate studies evaluate the general facility charges (GFCs) for connections to the wastewater system as well as ongoing service fees. The Comprehensive Plans that the City utilizes are the initial documentation regarding feasibility. The City did establish in the feasibility of serving the East Bremerton UGA in the Comprehensive Plan.

2. How will the wet well, pumps, and overflow storage be accessed and maintained by the City. It appears the location is in a critical area. What size will the vault be for overflow storage. In the event of an overflow beyond the storage, how will downstream neighboring properties and the associated downstream critical areas be impacted?

If the City Council agrees that annexation is not feasible, the location of the pump station will be evaluated as the design progresses. The City will require an accessible pump station and sewer main within City or County ROW or easements. Assessment of critical areas would be under the jurisdiction of Kitsap County. To ensure adequate capacity, systems are designed with redundancy of infrastructure. In addition, emergency power is required at all pump stations.

3. What is the annual and lifetime cost for the City of Bremerton to own, operate, and maintain this system, whose sole purpose is to serve a single, non-annexed residential development? How will actual City tax payers have to bear the cost for properties that aren't paying taxes into the City? Local City residents should in no way have to bear this cost for non-annexed property or for a development outside of city limits. It seems the ordinance they are referring to reads as if this is for a singular home hoping to access sewer lines already in place. Not a subdivision seeking new piping.

These costs are not readily available. There are no anticipated costs to other tax payers with the extension of systems through development. As was indicated above the developer pays for design and construction of the proposed facilities. The city evaluates and adjusts the GFCs and service fees regularly to cover the costs of operation and maintenance. The proposed system is being designed to accommodate not only the proposed subdivision but also surrounding area taking into account the larger plan of serving the entire East Bremerton UGA. The City will require any new system that is built to meet current design standard.

4. How does this sewer extension benefit the City? Why hasn't the developer explored septic and reduced the number of lots to achieve minimum density? Extending sewer to a non-annexed development appears to be the last solution after all others have been explored and their report is not reading that way considering it was written so recently by the same firm that is working with the developer to get this subdivision built.

UGAs are intended to support urban growth and density and require systems to support that. Extension of sewer support the UGA growth. The City has taken into account the zoning of the UGA when anticipating the capacity of the proposed system. An assessment of capacity for the City's entire system, both existing and yet unserved areas is completed with each Comprehensive Plan.

5. If accessing sewer was not feasible in 2021 per the documentation supplied to Kathie, why is the city even entertaining this idea for the developer. If anything, the pricing he was given for the 2 other options has certainly inflated.

Please clarify your question.

As I am sure you know, we are on a massive time crunch so a prompt reply would be greatly appreciated

Sarah Palama-Hoffer

2753 hillside dr ne

On Fri, Oct 6, 2023 at 5:20 PM Sarah Palama-Hoffer <sarahpalama@gmail.com> wrote:

will be responsible to own and maintain this system, including pump stations and the additional impact to the wastewater treatment plant, will this essentially fall all on the backs of the City of Bremerton rate payers? If so, are they aware of this development attempting to get sewer put in? The non-annexed folks using this system have to pay 50% more than City rate payers...but where is the cost breakdown to show that this 50% surcharge is enough to cover the costs and long term maintenance of this massive extension, pump stations, etc? I find it troubling that as a neighborhood we have not seen any documentation regarding feasibility. Will families paying the city tax be informed of this project?

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As I am sure you know, we are on a massive time crunch so a prompt reply would be greatly appreciated

Sarah Palama-Hoffer

2753 hillside dr ne

From: kathie.lustig@icloud.com <kathie.lustig@icloud.com>
Sent: Saturday, October 7, 2023 1:50 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: KWalters@kitsap.gov; APresson@kitsap.gov
Subject: Public Comment: Extension of Sewer to Fisher Plat in UGB 10/11 and 10/18

Dear Bremerton City Council,

I am contacting you about the Developer's Request to Extend City Sewer outside the sitting of Bremerton but within the UGB (urban growth boundary) that you will be discussing at a study session on October 11th. I have read the published packet and pages 154-164 (A-5) generated by the Bremerton Public Works & Development Department

My name is Kathie Lustig and I am a resident of Kitsap County residing in the area of Rozewood Estates accessed via Trenton Ave. I have been active in our neighborhood as a community organizer around issues related to opening up ROW at the end of our subdivision, as well as brought to light the misleading annexation attempt made by Team4Engineering for their client and developer, Mark Fisher. See attached letter that went out to a select group of residents about annexation in March 2022. **This language was approval by the City planning department.** The letter failed to disclose the true purpose of the inquiry, which was their client to get his property annexed to the City so he could get sewer hookup to maximize density and profits for his proposed subdivision of 200+ houses.

The City's Public Works Department Memo dated Sept 15th to City Council fails to accurately represent the significant public outcry that occurred when this annexation attempt occurred when residents found the real purpose behind the annexation attempt. It was overwhelmingly rejected by my residents by approximately 99.9%. The annexation attempt failed. The memo lists ONE person under public comments and misrepresents the sheer number of people opposed to this.

Team4Engineering then moved towards circumventing the will of the people by submitting a pre-submittal permit BP21 00148 requesting a Conditional Utility Availability. The City issued a letter dated November 16, 2021 (see attached) that determined there is "no close or feasible sewer infrastructure available." Options were given to pursue city sewer at the sole cost of the developer. The developers analysis appears to have rejected those options and chose their own. Those options are before the City Council to review. Keep in mind, the cost to developer to construct a sewer line, will not just be the developers burden. It will be passed on to residents whom will be forced to hookup to it when our septic failed and ultimately residents of the City of Bremerton. Their preference to use Helm/Fruitland from Perry Avenue to bring sewer to their proposed development does not consider, among other things, the critical habitat of Enetai Creek that State Fish & Wildlife lists as having salmon that would be dug up and disturbed by the proposed sewer line. **These environmental impacts should be a consideration by the City Council BEFORE it approves sewer hookup.**

Albeit the County DCD would review other permitting related to this potential development, the City Council cannot turn a blind eye to Critical Areas and animal habitat on this parcel. Development of this parcel at such high density will have devastating impact to wildlife and all the residents surrounding it. The traffic alone will overwhelm our neighborhoods due to its location that is at a dead end. This is not an appropriate location for a high density subdivision of this type that sits at a dead end. The developer intends to discharge run off from the developemnt into the Puget Sound waters. It is well known the area consists of significant geological hazards and prone to soil instability. Recent earthquake research

data put a fault line just to the north in Illahee that shows the location at extreme risk of slide and upheaval. It simply is not safe to have so many homes on such unstable ground and discharge run off in such a manner.

Washington State mandates how annexation is handled to protect the rights of the citizens and to keep it a democratic one (RCW Ch. 35.13).

Information about what has transpired between Team4Engineering, the developer Mark Fisher and the Department of Public Works, Utilities and Engineering has been held behind a veil of secrecy to the public and particularly from the residents whom are impacted by the City agreeing to allow a wastewater utility service. My attempts to communicate to city council members about this matter have been ignored. The public has not been allowed to have any input into this process and it appears that *"City Council may, in its sole and absolute discretion, provide wastewater utility services to properties outside the city limits if certain conditions are met."* "Certain conditions' don't appear to include public comment or opinion.

The public has been given 7-days notice of this review and decision making by the City Council. Is the City Council going to protect the rights of its citizens or use its sole authority and absolute discretion to circumvent the will and the rights of the people for one developer? We at a minimum should be allowed to have more input and time to review the developers sewer analysis. I sincerely hope the City Council will give this thorough review and take into consideration that no resident in the surrounding neighborhood wants this. To ignore our opinions, and move forward with an approval is not what I call a democratic process and certainly will not be protecting the rights to all of its citizens.

I appreciate you taking the time to consider my thoughts and opinions, many that are shared by the overwhelming majority of residents around me. The entire Rozewood Estates neighborhood, as well as the subdivision to the north of 30th adjacent are against this. Many down at Enetai Beach community oppose it as well. I implore the City Council to deny this request for utility hookup. The request is premature and should not be considered until all SEPA review is done related to proposed sewer line(s) options.

Sincerely,

Kathie Lustig
Community Organizer
2811 Rozewood Drive

From: Garrett Jackson <Garrett.Jackson@ci.bremerton.wa.us>
Subject: City of Bremerton, Pending Enetai Utility Service Request
Date: October 3, 2023 at 4:57:19 PM PDT

To: Garrett Jackson <Garrett.Jackson@ci.bremerton.wa.us>
Cc: Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>, City Council <City.Council@ci.bremerton.wa.us>, Andrea Spencer <Andrea.Spencer@ci.bremerton.wa.us>, Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>, Ned Lever <Ned.Lever@ci.bremerton.wa.us>, Janelle Hitch <Janelle.Hitch@ci.bremerton.wa.us>

Interested Citizen - I'm sending you this message because you have shared your contact information with me as an interested party related to annexation and extension of utilities in the Enetai area and there is a pending action that you may be interested in knowing more about. Please see the information below

BACKGROUND: In 2022 a property owner in the Enetai area spoke with staff at the City of Bremerton regarding the potential to either annex their property into the City or the potential to connect to the city sewer without annexation. Enetai is located within an Urban Growth Area (UGA), and with this designation it is anticipated that the area will annex to the City at some point in time. In addition to the area being within Bremerton's UGA, Enetai is also in the City's sewer service area. It is the general policy of the City of Bremerton that properties located outside the City limits annex into the City before sewer utility services are extended outside of City limits. However, the City's adopted policies allow the City Council to review proposals for extension of sewer without annexation if it is infeasible to annex.

ANNEXATION FEASIBILITY: The property owner in Enetai engaged in a public outreach process in the Spring of 2022 (?) to determine if neighboring properties were interested in joining them in annexation, and during that process they were unable to gain enough support to make annexation feasible. Having shown that no other individuals wanted to join their annexation bid, the property owner is now seeking to obtain sewer service from the City without annexation and is following the process outlined in the City's regulations under Bremerton Municipal Code ([BMC 15.03.040\(b\)](#)).

SEWER EXTENSION WITHOUT ANNEXATION: Following the demonstration that annexation is infeasible a property owner can obtain sewer service if it can be demonstrated that providing sewer service to the properties is technically possible and the City Council agrees to approve the extension without annexation. **Since the Spring of 2022 the property owner and the City Engineering Division have been analyzing whether providing sewer service to their property was feasible, and it has been determined that it is possible to provide sewer service to their property. The property owner has now submitted a formal request to the Bremerton City Council to approve extension of sewer service without annexation, and the City Council will soon be reviewing the applicant's request.**

BREMERTON CITY COUNCIL PROCESS & DECISION: The City Council is expected to discuss the proposed extension of utilities without annexation at a Study Session next Wednesday October 11th, with a formal decision potentially anticipated at the regular City Council meeting on Wednesday October 18th. Please note that all Council meetings are open to the public and conducted in a hybrid format that allows attendees to participate either in-person or by zoom. The Council study sessions (in this case October 11) are for the Council to receive information from staff regarding proposals. At study sessions there are no decisions made by the Council and there is also not an opportunity for public comment. The City Council will be encouraging public comments at their October 18th regular meeting regarding this request for extension of sewer service.

BREMERTON CITY COUNCIL MEETING INFORMATION & CONTACT: The City Council staff updates the Council webpage with all meeting information, please see their webpage here for updates: <https://meetings.municode.com/PublishPage/index?cid=BREM&ppid=d33416d7-25d1-44e6-9d32-55b97fa53824&p=-1>. The meeting packets are typically first published the Friday before the meetings, so check that link to obtain the meeting packet information. If you would like to provide public comment to the City Council please use the following email City.Council@ci.bremerton.wa.us.

BREMERTON ENGINEERING CONTACT: If you have questions about proposed sewer service, please contact Manager of Development Engineering Janelle Hitch, 360-473-5285, Janelle.Hitch@ci.bremerton.wa.us.

DEVELOPMENT PERMITTING - KITSAP COUNTY DCD: Please note, the proposal before the Bremerton City Council is limited to a sewer extension request. The City of Bremerton is not the permitting authority for this potential development, it is within the jurisdiction of Kitsap County. If you have questions about the development application status you can contact Kitsap County Community Development at: 360-337-5777, email help@kitsap1.com.

Garrett Jackson

Planning Manager

(360) 473 - 5289

Mailing Address: 345 6th Street, Suite 100

Physical Address: 345 6th Street, Suite 600

Bremerton, WA 98337



November 16, 2021

Attn: FISHER JOHN C & EPP SHAWNA L
6964 WING POINT RD NE
BAINBRIDGE ISLAND WA, 98110-2986

Re: Fisher Plat – BP21 00148

Mr. Fisher,

The City of Bremerton Department of Public Works & Utilities – Engineering has reviewed the submittal package for the Fisher Residential Plat for the presubmittal permit BP21 00148 for the meeting held on October 20, 2021. The Department has also reviewed the contents of the email from Mark Kulhman sent on October 25, 2021.

In response to the presubmittal meeting and the email correspondence, City staff are reluctant to draft a Conditional Utility Availability Letter for the project for the following reasons:

- There is no close or feasible sewer infrastructure available.
- The current 2021-2026 Capital Improvement Program (Six year CIP) does not account for any of the sewer improvements required for the Project as listed in the City's 2014 Wastewater Comprehensive Plan (WWCP). The 2014 WWCP has been attached for reference.

The Developer has the option to explore the route of providing sewer service via septic systems in accordance with Kitsap Public Health District's requirements. If the Developer would like to pursue City sewer service, then the following improvements and alternatives with estimated dollar amounts are available per the 2014 WWCP, and will need to be funded and constructed fully by the Developer:

Alternative #1

CIP ID# and Description	Infrastructure Improvements Details	Estimated Cost with Prevailing Wages
<p><u>NS-5C:</u> Construct pump station TA-3 at along low point of NE Enetai Beach Rd. to convey sewer flow from sub-basin TRT-1. Additionally, install force main along NE Enetai Beach Rd. and Holman St. to convey flow to Perry Ave.</p>	<ul style="list-style-type: none"> • 3,300-gallon wet well with capacity of 900-gpm at 230-ft TDH • 3,900-ft of 8-in force main 	<p>\$ 6.00 million</p>
<p><u>NS-5E</u> Construct gravity sewer from 30th St. along NE Enetai Beach Rd. to proposed pump station TA-3 and along Holman St. from Trenton Ave. to NE Enetai Beach Rd.</p>	<ul style="list-style-type: none"> • 4,200-ft of 8-in gravity sewer 	<p>\$ 1.63 million</p>

Alternative #2

CIP ID# and Description	Infrastructure Improvements Details	Estimated Cost with Prevailing Wages
<p><u>NS-5B (Partial):</u> Construct pump station TA-2 in the vicinity of NE Helm St. and Trenton Ave. to convey sewer flow from sub-basins TRT-4,5, and 6. Wet well to be sized for full buildout conditions with pumps sized for current contribution flows. Additionally, install force main along Sheridan Rd. to discharge into Cherry Ave. Basin in the vicinity of Schley Blvd.</p>	<ul style="list-style-type: none"> • 5,000-gallon wet well with capacity of 1,350-gpm at 210-ft TDH • 3,900-ft of 10-in force main 	<p>\$ 9.48 million (This includes gravity sewer costs not required)</p>
<p><u>Project-Specific Pump Station</u> Construct pump station to convey sewer flow for the proposed development. Install force main from project pump station to pump station TA-2.</p>	<ul style="list-style-type: none"> • Wet well to be sized for development • Force main sized for development 	<p>N/A</p>

Right-of-way acquisition, obtaining easements for access and utilities, obtaining permits from the applicable jurisdictions for both permitting and construction shall be the responsibility of the Developer. All sewer infrastructure shall adhere to the City of Bremerton Engineering Standards and shall adhere to the Bremerton Municipal Code.

If you would like to explore this further please feel free to reach out to me for discussion or to set up a follow up meeting.

Sincerely,

Robert Endsley

Digitally signed by Robert Endsley
DN: C=US,
E=Robert.Endsley@ci.bremerton.wa.us,
O=City of Bremerton, OU=Public Works &
Utilities, CN=Robert Endsley
Date: 2021.11.16 10:47:34-08'00'

Robert Endsley
City of Bremerton, Engineering Division



Team4 Engineering

5819 NE Minder Road
Poulsbo, WA 98370
phone: 360 297-5560

March 28, 2022

Subject: City of Bremerton Annexation

Dear Property Owner:

We are currently investigating the potential community support of an annexation to the City of Bremerton (City) for properties in your Enetai neighborhood. The City has requested we contact other properties in the area so that the annexation petition can include other properties that may be interested in annexing to the City.

The City of Bremerton provides an annexation calculator to assist property owners with estimated costs to individual lots that can be expected after annexation; please feel free to visit the City of Bremerton webpage to utilize this service <https://www.bremertonwa.gov/1002/Annexation-Calculator>. Your neighborhood is labeled as "Enetai". If you have questions regarding City standards, please contact City of Bremerton Planning Manager, Garrett Jackson, (360) 473-5289.

Please complete the enclosed self-addressed, stamped post card and return it to us noting if you are interested in participating in annexation or not.

If you have any questions, please feel free to contact me at (360) 297-5560 for more information.

Sincerely,

Matt Rasmusson, P.E.
Team4 Engineering
Principal Engineer

Please complete and return by
April 29, 2022. Thank you.

Email: _____
Phone: _____

Account:
46320000120004

I am interested in participating
in the annexation.

- YES
 NO



Team4 Engineering
5819 NE Minder Road
Poulsbo, WA 98370

From: Meredith Sobolesky <meredithsobolesky@gmail.com>

Sent: Tuesday, October 10, 2023 9:57 AM

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

Subject: Concerns for Sewer Extension Request

Mr. Jeff Coughlin,

I am a resident of the Manette area and it was recently brought to my attention that the city council will be reviewing a service request for sewer hookup by Mark Fisher in regards to his proposed 200+ subdivision development. I had a few concerns as a city resident to allow a non city development use and access to city utilities.

1. What are the environmental impacts of a proposed sewer extension of this magnitude to areas such as Enetai Creek?
2. If such a connection would be approved, who would own the sewer line installed by the developer?
3. Who would maintain the portion of the sewer line including the pump stations required?
4. How would impacts to the current City of Bremerton wastewater treatment plant be impacted by allowing such a utility hookup?
5. What information was used determining the feasibility of providing the sewer service to the property?
6. How will this impact current City of Bremerton residents in the future for taxes funds, and staff required to maintain non annexed properties?

Thank you for representing Manette.

Sincerely,

Meredith Sobolesky

From: John & Kathy Park <jkpark506@yahoo.com>
Sent: Tuesday, October 10, 2023 12:44 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Please listen to those most impacted

I will start by saying I was born in Bremerton in the mid 40s and have lived here my whole life. My family home was off Trenton Avenue and now I live in NW E Bremerton.

I have heard about this possible development and I have a friend who lives off Keel on the edge of this property.

When several homes were built in the early 2000s at the end of Keel off Hillside Drive the water runoff issues negatively impacted homes on the N side of Keel. I can see more issues should this acreage be allowed to move forward.

These small residential streets weren't meant for lots of traffic.

The impact on wildlife will be devastating. "We" are taking down their homes and pushing them into neighborhoods because there is no place for them to go.

I have driven up 30th and looked at the property. So many trees would be lost.

There would have to be so much fill in areas to make it even accessible let alone viable for building homes.

PLEASE - look at this proposal and the property involved and think of the residents around it. There are other properties better suited for this type of development.

Thank you for your time.

From: Robin Smith <moet2@comcast.net>
Sent: Monday, October 9, 2023 7:27 PM
To: KWalters@kitsap.gov
Cc: City Council <City.Council@ci.bremerton.wa.us>
Subject: Proposed Fisher Development

Hello- My message is regarding developer John Fisher and his pursuit of putting 200 homes on 50 acres of forested land bordering 30th Ave, east of Trenton, the east border of Rozewood Estates and the community of Enetai Beach. My home and property are adjacent to the Fisher acreage. I consider myself a steward of my property. I feel that at present there is an abundance of housing being built in this county. The parcel in question here is home to a significant amount of wildlife. I see deer, eagles, hawks daily from my house. In March of 2022, I received a letter about annexing into the City of Bremerton sent out by Mr Fisher's engineers (Team4Engineers). I feel that this letter was not transparent regarding their true goal. Regardless, they didn't break any laws and I believe that this is, in general, how large developers conduct themselves. I do realize that money talks and the government runs on tax dollars. My hope is that our Kitsap County government values our ever shrinking forested habitat and sees fit to not let every square inch of it be destroyed. This isn't a case of "not in my backyard". My backyard just happens to be an important part of the habitat and ecosystem that makes Kitsap County and Washington State one of the most wonderful places in the world.

Sincerely- Robin Smith

From: Carly Rhaburn <carly@gracepointkitsap.com>
Sent: Tuesday, October 10, 2023 8:40 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Enetai

To Whom It May Concern,

My name is Carly Rhaburn and I am the Children's Ministry Director of GracePoint Church in Bremerton, WA. I've lived here almost my entire life--32 years now. My father is a retired homicide detective from the Kitsap County Sheriff's Department. I've lived here long enough to see scores of trees that majestically lined our landscape cut down to build walmarts, starbucks', what it seems like a billion walgreens... 😊 The last 15, I've resided in Enetai off of 30th across from a beautiful parcel of cherished forest-land of old-growth trees that houses an incredible amount of wildlife, as it's a destination for deer coming from the Illahee Preserve.

A developer from Bainbridge Island is pushing to squeeze 200 houses into this small piece of land by circumventing the wishes of everyone who lives around it, and the many people who enjoy walking this very loved block.

I have 3 small children and the more traffic coming through this road is already worrisome, and now this would completely change the landscape and safety of where we live.

Someone once told me "class" was when you know when to say "no" to something; the wisdom to know when to preserve and when to pursue, whether it comes to fashion, architecture, or any decision, really. When will Bremerton have the class to say enough is enough, and preserve the beauty we have?

This just makes me so sad and I wish that there could be a willingness to discuss the cons to this, and make sure this is the right thing to do.

I'm sure the people wanting to build this a) wouldn't want to live there themselves b) wouldn't want someone cutting down a forest of trees to build 200 tiny cookie cutter homes across from where they live c) be forced to hookup to sewer if they don't want to 🙄

My neighbors and I just don't know what to do to have our voices heard.

Thanks for your time.

Carly Rhaburn
Carly@gracepointkitsap.com
360-550-5652

From: Judy McDonald <judymc90@gmail.com>
Sent: Tuesday, October 10, 2023 10:29 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Fwd: Fisher Plat service extension

----- Forwarded message -----

From: **Judy McDonald** <judymc90@gmail.com>
Date: Tue, Oct 10, 2023 at 5:26 PM
Subject: Fisher Plat service extension
To: <citycouncil@ci.bremerton.wa>

Dear City Council members,

Please consider the uniqueness of the Fisher Plat property that will be destroyed by approving the extension of wastewater service. This area has deep ravines, old growth trees, Enetai Creek and its own population of wild life.

Don't look at this strictly from a financial position but instead consider the loss of this natural asset to the community. Please visit the property yourself to see how approval the proposed extension will impact both people and animals. Vote for keeping this area natural versus having it become another housing development.

Sincerely,

Judy McDonald
Manette

From: Larry Beal <beallarry@comcast.net>
Sent: Wednesday, October 11, 2023 9:08 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Sewer Line Extension

Dear Bremerton City Council,

We are very concerned about a proposal by a developer to extend city sewer up to a parcel directly across the street from our home on the corner of NE 30th and Hillside Drive. My understanding is that the purpose of the request before the City Council will allow for the developer to ultimately seek to build 200 homes on the acreage of untouched heavily wooded land that we view daily from the front window of our home.

Please don't approve the request from the developer to put in a city connected sewer system. The developer would then be able to create high-density housing which would negatively affect the traffic in our rural area.

Please consider your decisions carefully and consciously as they have severe ramifications further down the development line.

Thank you for your consideration,
Jill and Larry Beal
Homeowners of 40 Years at 3048 NE 30th Street

From: leenrach@juno.com <leenrach@juno.com>
Sent: Wednesday, October 11, 2023 11:04 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: rachnlee@juno.com
Subject: Fisher Development East Bremerton

City Council Members,

I want to express my opposition to the 200 home development being planned for East Bremerton in the area south of 30th street. I live on Viewcrest Drive.

- 1) The area is on a steep slope that has a history of sliding.
- 2) 200 homes is too dense of a development for the neighborhood, the roads can't support the traffic.
- 3) I don't want to be forced, now or in the future, to hook up to public sewer. I just installed a new septic system at great expense.

Lee Parsons

From: Tamma Farra <trfarra@colorsonsilk.com>
Sent: Wednesday, October 11, 2023 8:18 AM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Proposed grant to extend sewer service to development

City Council Members,

I was alarmed to read the editorial in this mornings paper by Katy Lustig regarding the development of a 50 acre parcel just south of Illahee State Park.

The points she made were well taken.

The public did not want this annexation.

As it seems to me, the developer and perhaps the City Council are set to bypass public opinion on this as they meet today to talk about allowing sewer extension.

Please allow more time and include the public before this decision is made.

Tamma Farra
District 3

trfarra@colorsonsilk.com

From: Rebecca Chappell <rebellen22@gmail.com>
Sent: Wednesday, October 11, 2023 1:19 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: kathie.lustig@icloud.com
Subject: Proposed subdivision off 30th in Bremerton

I would like to express my opposition to the proposed development of the 50 acres off of 30th in Bremerton. It appears that the city is more influenced by deep pockets than by the citizens they represent. I feel that this subdivision does not follow the same requirements that the homeowners in this area have to meet to build. This development seems like a case of a big builder buying their way around the codes. They are being given a green light despite the opposition of and impact on the existing neighborhood. The proposed density is much higher than the surrounding neighborhoods. This new subdivision will completely destroy an untouched forest. Has there been studies done on the effects of removing all the trees on runoff and erosion? Has the city reviewed the plans for this development to determine if they fit, or if they will just be an eyesore and damaging to the surrounding neighborhood? What is been done to mitigate the impact of increased traffic? This development is not a good fit for this area!

--

Sincerely, Rebecca

From: Judy McDonald <judymc90@gmail.com>
Sent: Wednesday, October 11, 2023 1:45 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Fisher parcel Wildlife examples

This property is a sanctuary to many deer as well other wildlife that make this their home. Where will they go if Bremerton assists the owner to profit from its destruction?

Judy McDonald



From: Roberta Steen <bellagranny4@gmail.com>

Sent: Wednesday, October 11, 2023 1:47 PM

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

Subject:

No way should we allow more developers to circumvent what is the best for the neighborhood over the reach of the hunt for mighty dollar we have too many developers wanting to put more high density apts an houses in neighborhoods that ruin the reason we settled in those areas I for one will fight it if it gets any worse in my neighborhood

From: Anita <poodlegirl1961@gmail.com>
Sent: Wednesday, October 11, 2023 3:40 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Fisher Development bordering E. 30th East Bremerton

Please DO NOT permit this development.

Access roads cannot support this development.

With 200 additional homes (with 2-car garages, and on-street parking) there will be at a minimum 400 additional vehicles traveling E. 30th street (Main entrance of development) on a daily basis. There are no bike lanes or sidewalks to support this development on any of the roads servicing this development, and all roads are just 2-lane roads – one lane each direction. E. 30th has a steep incline to the immediate west of the entrance of this proposed development which also limits visibility – so another safety concern when accessing the proposed site.

The nearest Kitsap Transit bus stop (serviced only on weekdays – 3 times a day to Bremerton Transportation Center, 6 times a day to Wheaton Way Transit Center) is located approximately 1 mile away.

Unless the Developer (Fisher) is willing to upgrade the public road system for vehicular, bicycle and pedestrian traffic to support this additional burden please do not allow this development.

Also, forcing the public to purchase a sewer hookup (if needed) from a private entity (Fisher) does not appear to be within the scope of the city's comprehensive plan

Please do not push this decision off on Kitsap County to correct your error AFTER you greenlight this project. This would be a waste of taxpayer time and dollars as county residents will not support this action.

Signed,
Anita Banks, Impacted Resident of Kitsap County

Sent from [Mail](#) for Windows

INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

A6

SUBJECT: Update on the Warren Avenue
Bridge Multimodal Project

Study Session Date: October 11, 2023

Presenter: Shane Weber

Phone: 360-473-2354

SUMMARY: This item is providing City Council with a status update of the Warren Avenue Bridge Multimodal Project.

HANDOUTS:

STUDY SESSION AGENDA:

No Presentation

Full Presentation

WARREN AVENUE BRIDGE MULTIMODAL PROJECT – PROJECT UPDATE

Bremerton Project No. 315032



AGENDA BILL DATE(S)

N/A – Informational Update Only

PRESENTERS

Shane Weber – COB Engineering Manager
Steve Roark – WSDOT Olympic Region Admin.
Bryan McConaughy – BMC Consulting

City Council Study Session
Wednesday, October 11, 2023



Introductions and Presentation Overview

Introductions

- **Shane Weber**
 - WAB Project Manager / Transportation Capital Projects Engineering Manager
- **Steve Roark**
 - WSDOT Olympic Region Administrator
- **Bryan McConaughy**
 - BMC Consulting

Presentation Overview



- ✓ **Background / What have we been doing?**
- ✓ **Legislative Update**
- ✓ **Under Bridge Inspection Truck Update**
- ✓ **Bridge Load Rating Update**
- ✓ **Project Cost / Budget Update**
- ✓ **Schedule Update**
- ✓ **Next Steps & Unresolved Issues/Challenges**
- ✓ **Questions**



Background / What have we been doing?

Council Selected Alternative – Alternative X

- On August 2nd, 2023 City Council passed resolution No. 3363 approving a bridge configuration, which includes:
 - 12' clear width pathway east side of bridge
 - 8' clear width pathway west side of bridge (or wider if budget is available)
 - Overlooks west side of bridge (if budget is available)

Bridge Alternatives Feasibility Study

- SCJ completed draft report
- Under review

Contracting – SCJ, WSDOT

- Negotiating scope and fee with civil consultant (SCJ) for civil design of the project.
- WSDOT scope and fee needs to be updated for design Alternative X.

Other Items

- Re-baseline project schedule and update costs
- Coordinating with WSDOT on UBIT inspection and load ratings
- Reprogramming construction funding.



Legislative Update

Legislative Update

- **Upcoming session key dates**
 - Short session - Jan 8th – March 7th
 - AWC City Action Days – Jan 24-25th (AWC Legislative Priorities provided)
- **Supplemental Budget**
 - Corrections and minor additions to operating, capital and transportation budgets
- **Primary Focus**
 - Capital budget item to support homelessness – TBD
 - Reprogram Warren Ave Bridge Move Ahead WA project funding
- **Transportation Budget constraints**
 - The 2023-2025 biennium total transportation revenue forecast of \$7.0 billion is down -\$49.5 million, or -0.7 percent, when compared to the March 2023 “Baseline” forecast, which the Legislature used to inform the 2023-25 biennial Transportation Budget (Transportation Revenue Forecast Council – September 2023)
 - Cost Escalation Impacts on Current WSDOT Projects – inflation, workforce shortage, fewer contractors bidding on projects, and material cost increases



Mayor Greg Wheeler

greg.wheeler@ci.bremerton.wa.us
Tel 360.473.5266
Fax 360.473.5813
343 0th Street, Suite 100
Bremerton, WA 98337-1873

October 5, 2023

Steve Roark, PE
Regional Administrator
WSDOT Olympic Region
7407 31st Ave NE
Lacey, WA 98516

Subject: Request to Reprogram the \$25M in Funding for the Warren Avenue Bridge Improvement Project (L4000136) into the 2025-2027 biennium

Mr. Roark,

As you're aware, the Warren Avenue Bridge project will provide much-needed active transportation options for commuters between East and West-Bremerton where none currently exist. As recent developments in understanding the complexities of the project are unfolding, the project is at the upper budget limit, and as you're aware, the City will be responsible for any cost over-runs on this improvement to this WSDOT facility. With this backdrop, it is imperative that the project construction be completed on schedule to minimize cost escalation associated with project delays.

We were very appreciative when WSDOT and the Governor programmed this project for \$15M in 2025-27 and \$10M in 2027-29 in the Governor's proposed 2023-25 transportation budget, but disappointed when the legislature reprogrammed the project to the "Future" column. This uncertainty in funding availability is a particular problem given that our cost estimates are based on construction starting in 2025, and again since the City will be responsible for cost over-runs.

We will be working with our elected officials to request that our construction funding be reprogrammed beginning in 2025, and are requesting that WSDOT similarly reprogram the entire \$25M into the 2025-27 biennium.

We very much appreciate your assistance in this.

Sincerely,

Greg Wheeler
Mayor

CC: Thomas Knuckey
Bryan McConaughy



Under Bridge Inspection Truck (UBIT) Update

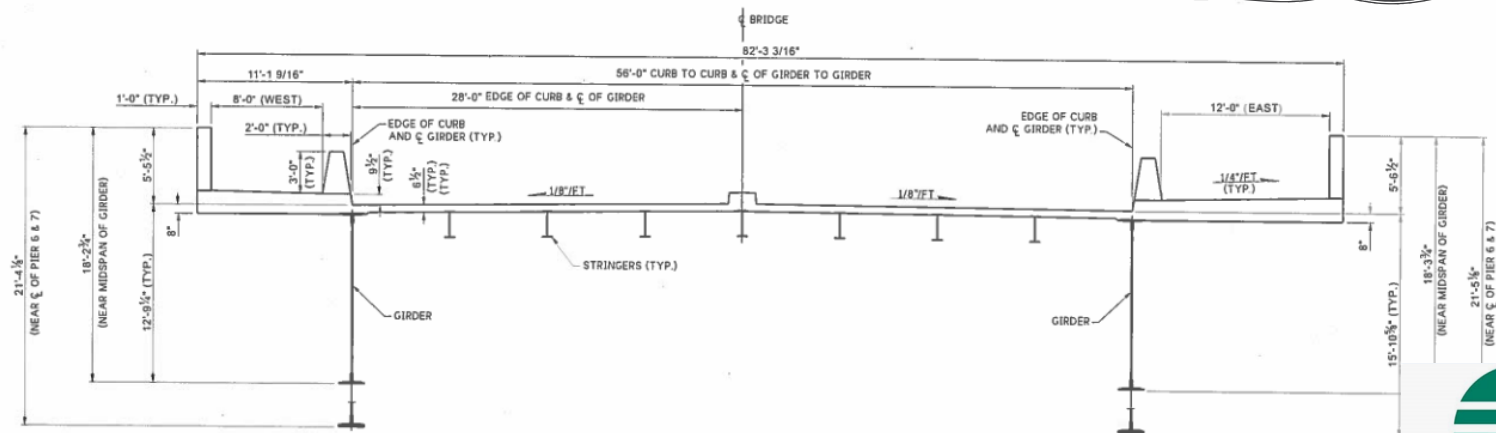
Existing UBIT A62 – WSDOT Field Test

- WSDOT's UBIT can inspect 10' wide paths on other bridges, but the deep girders on this bridge do not make this feasible
- On October 23, WSDOT will conduct a field test on the Warren Avenue Bridge using their current UBIT
- The field test will evaluate and verify the width of sidewalk that can be inspected specifically on the Warren Ave. Bridge

New Aspen A62-T UBIT – Inspection Limitations

- The Warren Avenue Bridge has existing steel spans that are considered “fracture critical”
- Fracture critical members are classified by federal regulations and require special inspection and maintenance.
- WSDOT must have all parts of steel members within arms reach

Fracture Critical: Steel members or components of members that are subject to tensile stress and whose failure may cause the collapse of the structure or prevent it from performing its function.



TYPICAL SECTION
LOOKING AHEAD ON STATION (NORTH)

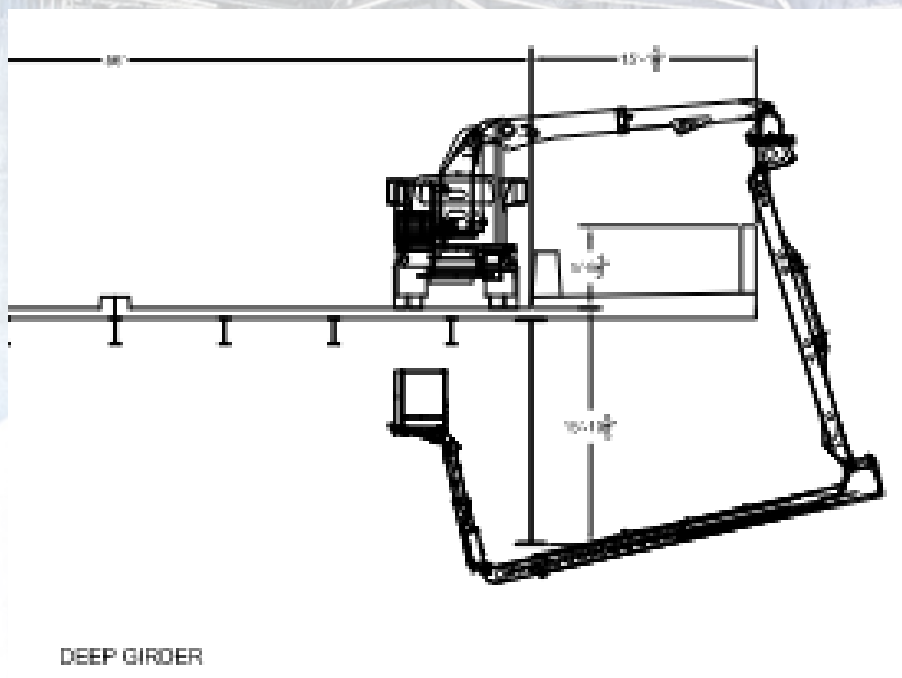
Typical Bridge Section – Warren Avenue Bridge (Steel Section)



Under Bridge Inspection Truck (UBIT) Update

New Aspen A62-T UBIT – Inspection Limitations

- Deep girder beam supports at Bridge Pier's 6 and 7 cannot be inspected by the A62-T UBIT w/ 12' clear width walkway and meet inspection requirements



DEEP GIRDER

Cross Section A62T Inspection Deep Girder (Aspen Aerials)



View of Deep Girder – Pier 6 Looking Southbound

Girder: A large iron or steel beam or compound structure used for building bridges and the framework of large buildings



Bridge Load Rating Update & Seismic Criteria

Bridge Load Rating Criteria

- WSDOT completed a load rating of the Warren Avenue Bridge in 2013
- The 2013 load rating assumed different combinations of vehicle loads, which is typical for existing bridges
- The feasibility study assumed the same load rating assumptions for what was done in the 2013 load rating
- WSDOT is currently considering the impact of pedestrian live loadings on the new bridge configuration
- The addition of pedestrian live loads could result in the need to strengthen bridge superstructure members

Seismic Retrofit Criteria

- The project is only allowed a 10% increase in overall structure weight before a seismic retrofit is required
- A seismic retrofit due to the age of the structure and height above the water would be extremely costly
- Alternative X adds weight for the following improvements:
 - Increased sidewalk width, including lighting, pedestrian rail, barrier, sidewalk material (lightweight)
 - Center safety barrier
- Any other components that add weight to the bridge (i.e. catwalks) that were not previously evaluated could potentially put the project at risk for a seismic retrofit

Bridge Load Rating: A procedure to evaluate the adequacy of various structural components to carry predetermined live loads.



Project Cost Update

Preliminary Engineering – \$2.37M (**see note below**)

- Feasibility Study Cost (Inc. City and Consultant): \$520K (ENCUMBERED COST)
- City Administration: \$140K
- WSDOT Structural Design & Geotech: \$850K (Original Contract \$315)
 - Differing width sidewalks on either side of the bridge resulted in increased design effort
- Civil Design and Env. Permitting: \$860K (Currently being negotiated)
- TOTAL ESTIMATED Cost to Complete: \$2.37M (\$1.5M Project Design Budget)

Under Bridge Inspection Truck (UBIT) A62-T - \$1.18M

- The capital cost to purchase a new UBIT is budgeted at \$1.18M (assuming purchase in 2025).
- Mitigation costs (i.e. training, staffing, operation and maintenance costs) will be budgeted by WSDOT.

Construction – \$24.66M (**see note below**)

- City Management and Administration: \$110K
- WSDOT Construction Engineering: \$150K
- Consultant Civil Engineering: \$100K
- Construction Management and Inspection: \$2.7M
- Construction Contract (including overlooks): \$21.6M
- SUBTOTAL CONSTRUCTION: \$24.66M

Cost Subtotal (**see note below**) = \$28.21M
Inspection Modifications (catwalks, etc) = \$TBD
Total Budget = \$26.5M

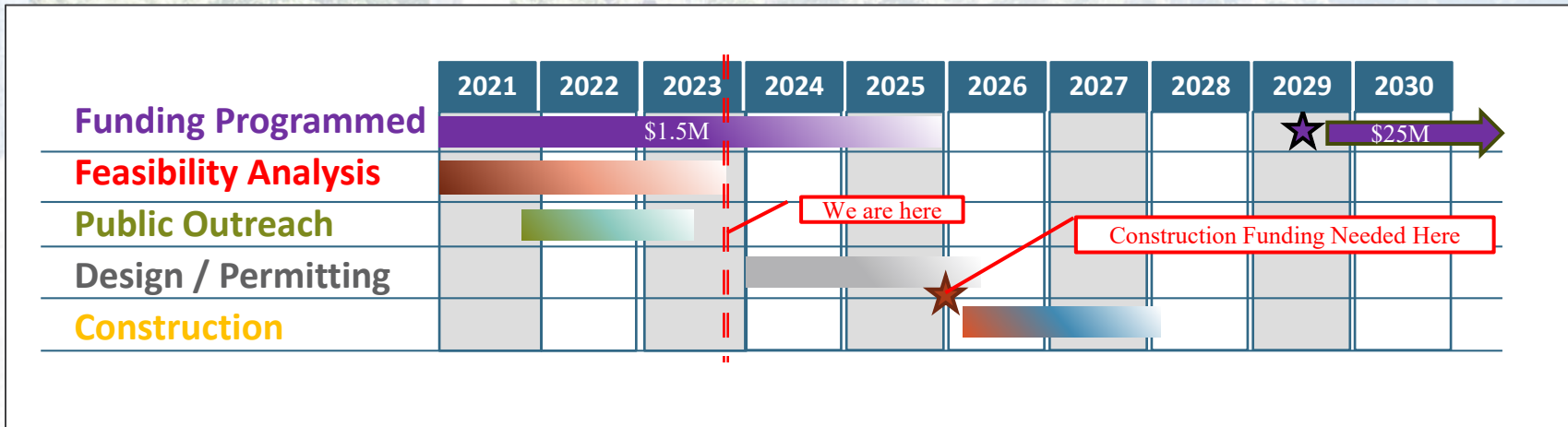
Note: Estimates do not include costs necessary to inspect the bridge that are un-inspectable by the A62-T UBIT (catwalks, etc.).



Project Schedule Update

Updated Project Schedule

- New project baseline schedule has project advertising early 2026



Next Steps & Unresolved Issues/Challenges

Next Steps

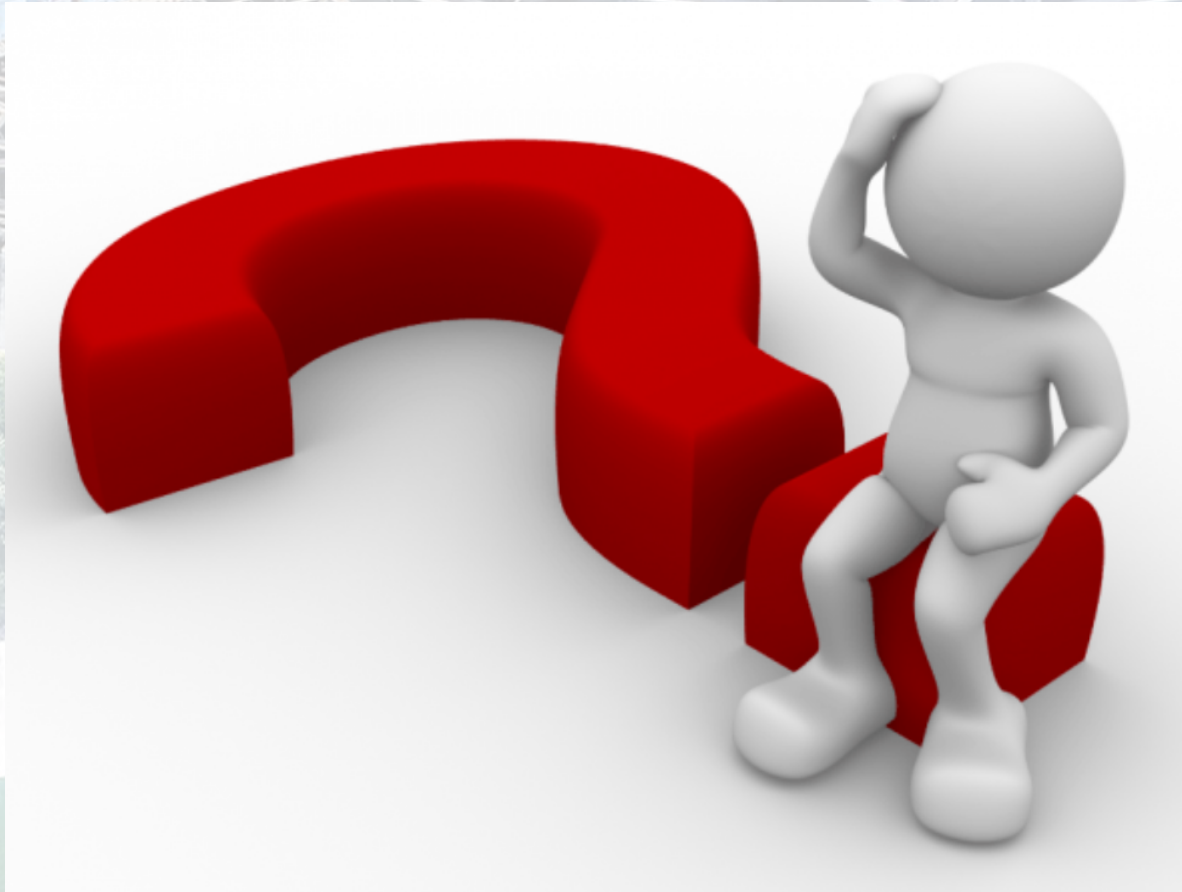
- **WSDOT**
 - Field test existing UBIT
 - Continue to work with Aspen Aerials on limitations of new A62-T UBIT to inspect Warren Avenue Bridge
 - Determine the scope and timing of evaluating a new UBIT into WSDOT's current fleet
 - Determine criteria for vehicle and pedestrian load ratings with Alternative X
- **City of Bremerton**
 - Complete feasibility study
 - Scope and fee negotiations with civil consultant
 - Scope and fee update with WSDOT
 - Continue to work with legislature and WSDOT to reprogram construction funding
 - Closing the funding gap on the design and construction phase overages

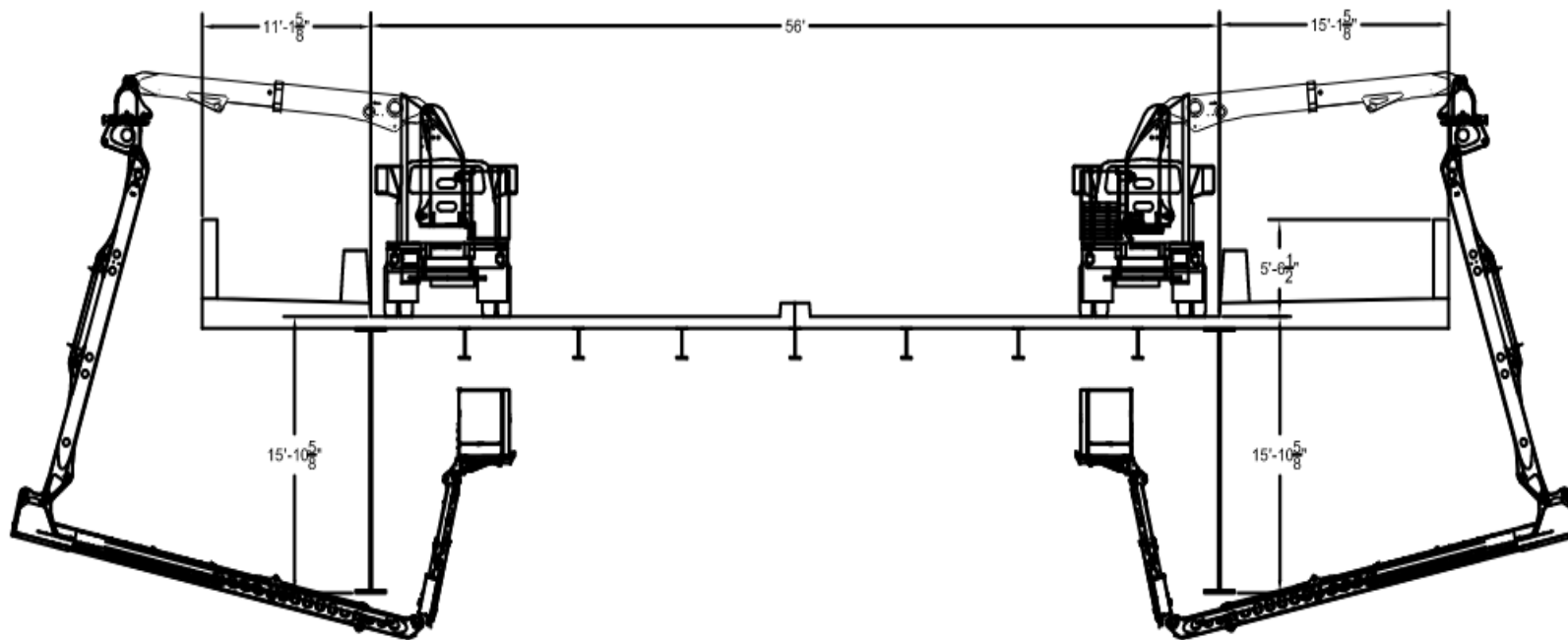
Unresolved Issues / Challenges

- Understanding solutions that provide the means to fully inspect Alternative X in accordance with federal/state standards and determining the cost for additional inspection modifications required (catwalks, etc.)
- Determine appropriate load rating of the bridge and determine if strengthening will be required
- Adding additional weight to the structure while keeping underneath threshold for seismic retrofit



Questions





DEEP GIRDER

ASPEN ARMS ASPEN AR2-T WA STATE - PORT WASHINGTON	
DATE: 1/14/10 DRAWN BY: [blank] CHECKED BY: [blank]	SCALE: 1/4" = 1'-0" SHEET: B WA STATE

**Published for
October 11
Study Session**

ITEM A6 – Public Comments

From: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Sent: Wednesday, October 11, 2023 2:13 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>
Subject: Fw: Request for UBIT Rental Information for the City Council of Bremerton, WA

Council, please see info in attached documents and the response to questions below regarding the cost and possibility of renting an A-62T UBIT for the Warren Ave Bridge Discussion.

Jeff

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

From: Jim Bunch <JimBunch@bridgeaccessspecialties.com>
Sent: Tuesday, October 10, 2023 5:39 AM
To: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Subject: RE: Request for UBIT Rental Information for the City Council of Bremerton, WA

See reply in red below.

Jim Bunch
General Manager
Bridge Access Specialties
jimbunch@bridgeaccessspecialties.com
541-232-5385

From: Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>
Sent: Monday, October 9, 2023 10:48 PM
To: Jim Bunch <JimBunch@bridgeaccessspecialties.com>
Subject: Request for UBIT Rental Information for the City Council of Bremerton, WA
Importance: High

Hello Jim Bunch,

I am Jeff Coughlin, President of the Bremerton City Council here in Washington state. For the past 18 months I have been serving on the Warren Avenue Bridge Multi-Modal Improvement Project Stakeholders Committee. In August our City Council voted to support a multi-modal bridge upgrade that includes an 8-foot sidewalk on the west side, and a 12-foot shared-use path on the east side of the bridge. We're very excited about this future bridge improvement.

The issue before the council this week is whether we as a city need to purchase an A-62T UBIT, or whether we negotiate with WSDOT to be able to rent an A-62T when needed every two years for bridge inspection. It appears that it would be less expensive for us to rent an A-62T UBIT from your business in Springfield, Oregon than it would be for us to purchase an A-62T for the state fleet.

I apologize for the urgency, but would you be able to send me an e-mail by end of day today, Tuesday, October 10th, verifying the following information if possible?

1) Does Bridge Access Specialties rent UBITs to jurisdictions in Oregon and Washington?

Yes, but we rent using our operators only.

2) Does Bridge Access Specialties own and rent an A-62T UBIT?

Yes

3) In today's dollars, how much would it cost for Bremerton to rent a UBIT to inspect the Warren Avenue Bridge? It is my understanding it would take 1 day of driving to Bremerton, 1 day of driving back to Springfield, and 1 day of inspecting the bridge. Would that be approximately \$15,000 to \$20,000 for an inspection depending on how far the UBIT must travel to get to Bremerton? Or a different rough dollar amount?

See attached Quote. BAS would operate our unit but you will need to supply the inspector. If you need one I would recommend either Sargents of Ficket Engineering, both out of Olympia WA

4) Is an A-62T UBIT capable of inspecting a 12 foot clear width path? It appears so from every technical document I've inspected (and in fact up to 14 feet), but an expert opinion is appreciated.

Yes, See attached info, unit will clear a 17' walkway.

Please give me a call if you need more information or clarification on any of my questions.

Thank you so much,
Jeff Coughlin
360-362-7569

--



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



To: Bremerton City Council
Jeff Coughlin

Job Quote # 10.10.23

Phone: 360-362-7569

Email jeff.coughlin@ci.bremerton.wa.us

Bridge Access Specialties is pleased to quote Bremerton City Council for the rental of our A-62T UBIT with 2 operators to supply access for bridge inspection of the Warren Avenue Bridge in Bremerton WA. Below are our rates based on a one day rental for the 2023 season and with the consideration that the UBIT is stationed in the Nashville TN area.

Rates Include: A-62T UBIT with 2 operators

Length of Job: **Estimated 1 day**

1 day, 8hr minimum charge: \$5,000

Any Time over a 8hr day will be charged out at \$625hr

Per Diem: \$225 per day per operator for all days associated with contract

Mob from Nashville TN: \$12,000

De-Mob back to Nashville TN: \$12,000

Estimated cost of two week rental: \$31,700 Plus WA Tax due

Estimated Start Date: May / June 2024

Bridge Access Specialties UBIT's have been specially designed with safety in mind. Our units have been fitted with an isolation switch so that boom #1 cannot be moved into the opposing lane of traffic unintentionally. Our UBITs have been fitted with lanyard tie off points through out the back deck and bucket and are mandatory to use 100% of the time while using the UBIT. The operator can move the vehicle if desired from the platform while the boom is deployed under a bridge utilizing the Hydraulic Creep Drive System. BAS also carries a R500 Rollgliss Fall Retrieval system in the event of an emergency.

Safety is First with Bridge Access Specialties

Jim Bunch, General Manager
Bridge Access Specialties
P. O. Box 786 Springfield, OR 97477
Cell: (541) 232-5385
Office: (541) 228-3210
Fax: (541) 736-7234
jimbunch@BridgeAccessSpecialties.com
www.bridgeaccessspecialties.com

Accepted and Agreed: _____
By: _____
Title: _____
Date: _____

Note: Any Sales/Use Taxes due State/Local agencies will be added to the final invoice and payable to BAS

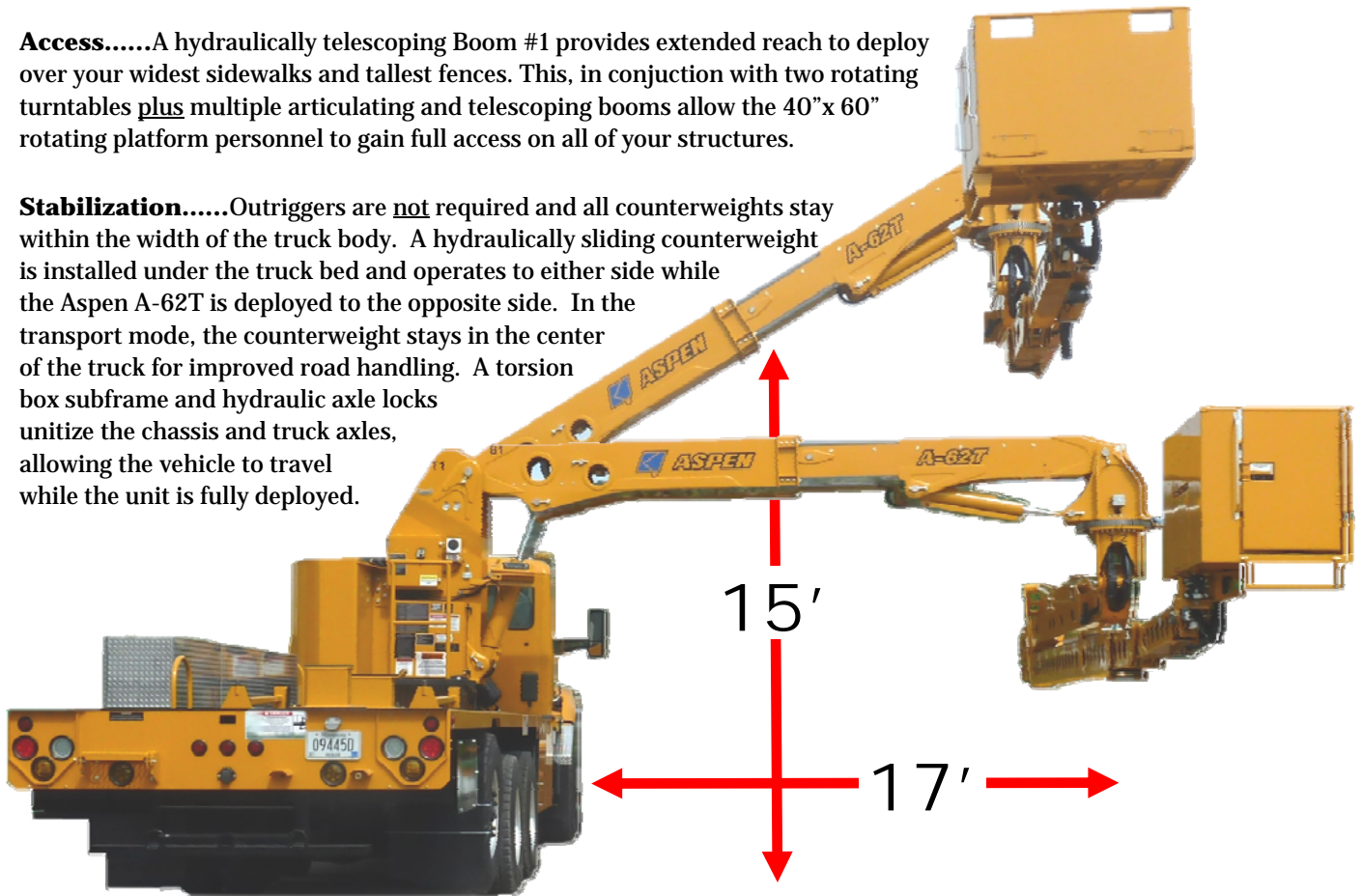
ASPEN A-62T

Bridge Inspection Unit

Extended Sidewalk and Fence Clearance

Access.....A hydraulically telescoping Boom #1 provides extended reach to deploy over your widest sidewalks and tallest fences. This, in conjunction with two rotating turntables plus multiple articulating and telescoping booms allow the 40" x 60" rotating platform personnel to gain full access on all of your structures.

Stabilization.....Outriggers are not required and all counterweights stay within the width of the truck body. A hydraulically sliding counterweight is installed under the truck bed and operates to either side while the Aspen A-62T is deployed to the opposite side. In the transport mode, the counterweight stays in the center of the truck for improved road handling. A torsion box subframe and hydraulic axle locks unitize the chassis and truck axles, allowing the vehicle to travel while the unit is fully deployed.



Adjustable Turntable



Turntable no. 2 comes equipped with an automatic leveling system, providing smooth platform movement. In addition, the operator can make manual adjustments of +/- 5 degrees to compensate for the slope of the bridge. With the elimination of the leveling arms, the Aspen A-62T has the most vertical clearance to get over high fences.

Telescoping & Rotating Platform



- 180 degree rotating platform
- Telescoping 4th boom
- Over 13' vertical reach

Advanced Control System

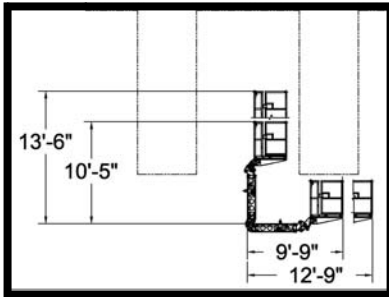


As the most advanced microprocessor control system available, the "Plus 1" Graphical Terminal Interface includes a color display depicting unit operation and individual function performance while monitoring the unit's parameters, hydraulics and enabling simple troubleshooting. Wireless controls are included at both operator stations.

Platform Features

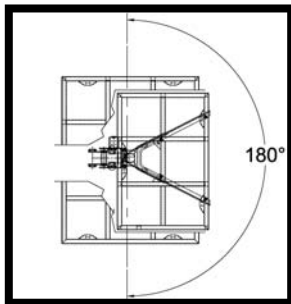
Telescoping 4th boom

The Aspen A-62T has the capability of providing inspectors with over 14' (4.26m) of vertical working reach. This fully hydraulic feature will enable you to get up and behind your deepest girders for a close-up inspection.



Rotating Platform

The added flexibility of a 180 degree rotating platform makes maneuvering into working positions easy, increasing productivity and efficiency.

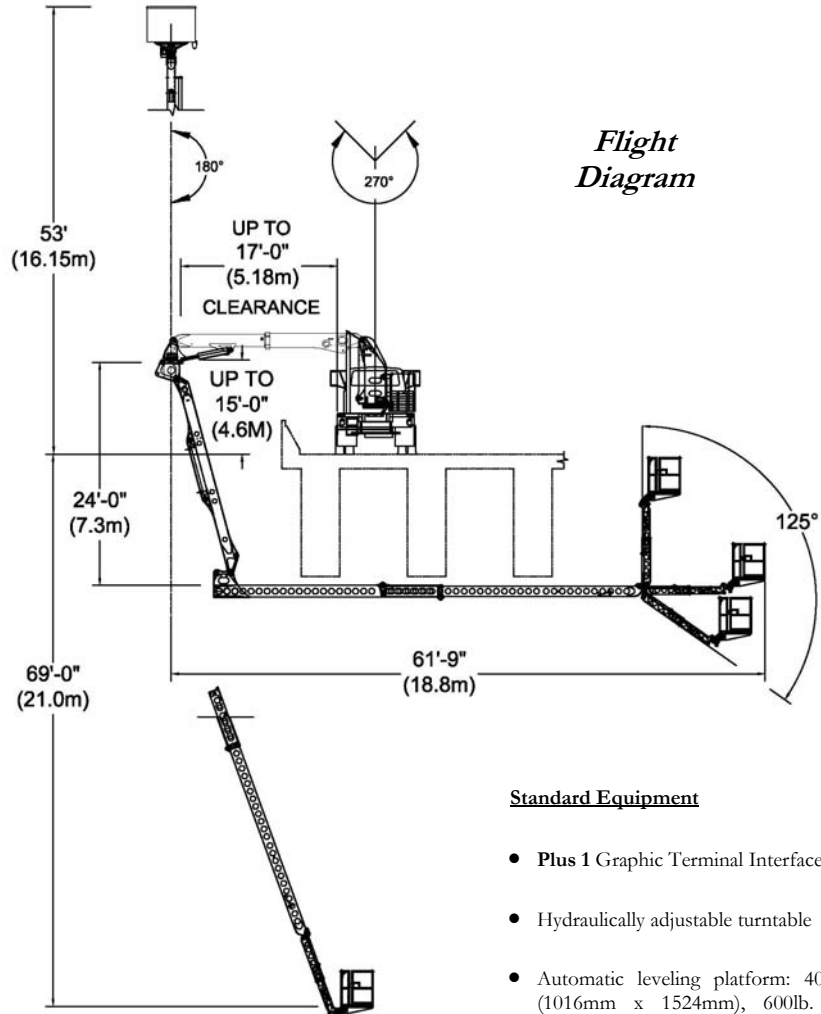


Aspen Aerials, Inc.
4303 West 1st Street
Duluth, MN 55807

Phone: 218-624-1111
Toll Free: 800-888-2773
Fax: 218-624-1714
Web site: www.aspenaerials.com



Specifications



Flight Diagram

Standard Equipment

- Plus 1 Graphic Terminal Interface
- Hydraulically adjustable turntable
- Automatic leveling platform: 40" x 60" (1016mm x 1524mm), 600lb. (272kg) capacity w/access gate
- 2 sets of controls: one set in the platform and one set at the pedestal
- 4 articulating booms (1st, 3rd & 4th booms telescope); 2 rotating turrets, rotating platform
- Stability interlocks with monitoring system
- Two power systems: power take-off from the truck's transmission and a back-up diesel power unit
- 12-volt intercom system between platform, driver's compartment and pedestal

Horizontal Underbridge Reach	61'-9" / 18.8m
Vertical Reach Down	69' / 21m
Vertical Reach Up	53' / 16.1m
Boom no. 1 movement	+30 to - 35 degrees
Boom no. 2 movement	+ 0 to -105 degrees
Boom no. 3 movement	+90 to - 60 degrees
Boom no. 4 movement	+90 to - 36 degrees
Space Required on Bridge	102" / 2.5m
Basket Capacity	600 lbs. / 272 kg.
Basket Size	40" x 60" x 42" 1010mm x 1520mm
Overall Length	41' / 12.5m *
Overall Height	13' / 3.96m *

* May vary depending on chassis

Available Options:

- Air Compressor and air line in platform
- Generator with electrical outlet in platform
- Platform Heaters & Floodlights
- Remote Controls



Various chassis configurations available

INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

A7

SUBJECT: Update on Professional Services Agreement with Parametrix, Inc. for Oyster Bay Avenue Site Preparation to Develop a Homeless Shelter

Study Session Date: October 11, 2023

Presenter: Katie Ketterer/Tom Knuckey

Phone: 360-473-5334

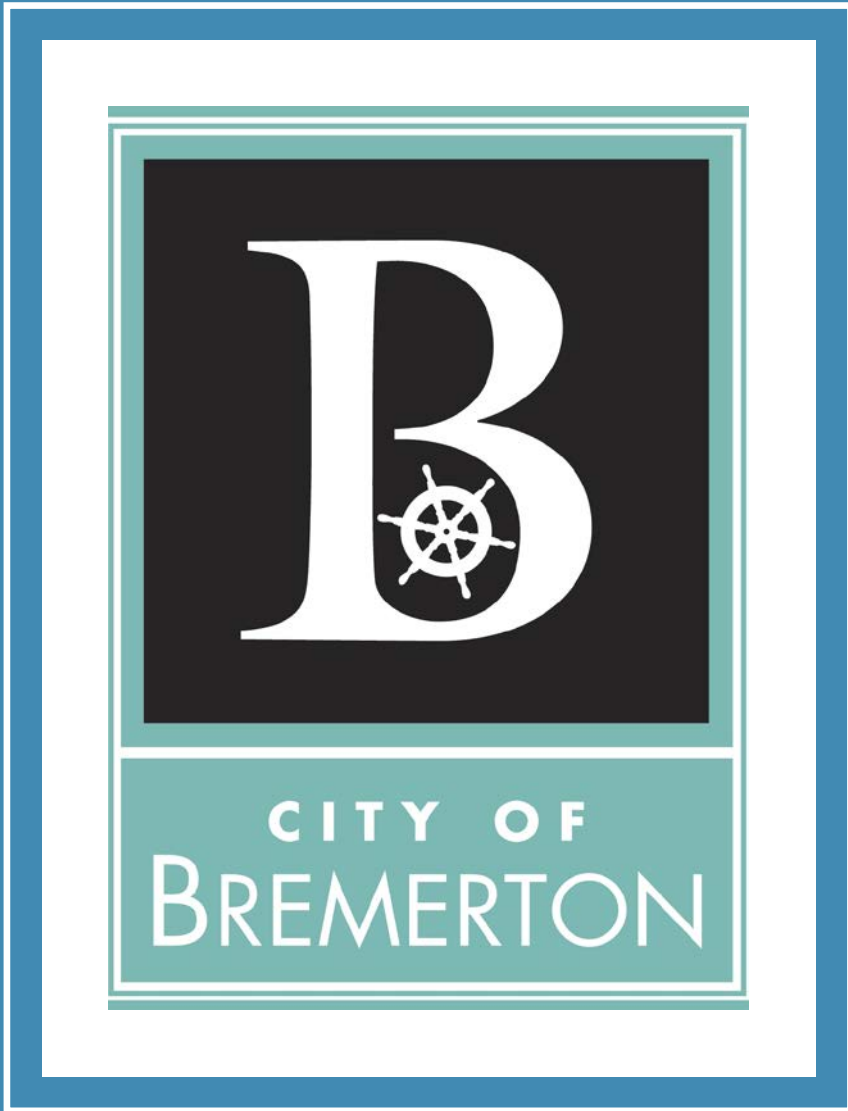
SUMMARY: The administration has executed a Professional Services Agreement with Parametrix, Inc., to complete 30% design and permitting for grading and utilities on 3 undeveloped acres of property adjacent to its Public Works Offices at 100 Oyster Bay Avenue North. Staff will update Council on this contract, and next steps associated with this development.

HANDOUTS: Professional Services Agreement

STUDY SESSION AGENDA:

No Presentation

Full Presentation



**SITE DEVELOPMENT
FOR EMERGENCY
SHELTER**

City Council Study Session
Info Only Briefing
10/11/2023

Agenda

- Outline how a site was selected for development
- Review fast track process to develop site
- Preview shelter options that the City is evaluating
- Next steps

This presentation focuses on site selection and site preparation; however, other important work is happening in parallel that is generally not covered in this presentation. That work includes:

- Determine shelter type, facilities and amenities,
- Establish budget and timeline for shelter development,
- Pursue grants for construction and operations,
- Coordinate with others to operate the shelter

Site Evaluation Criteria

Criteria used to evaluate site feasibility:

- Ownership - owned by City
- Size - Useable area of 1 acre, minimum
- Existing use
- Zoning – must allow the use
- Critical Area Review
- Readiness - What improvements are needed to prep the site?
- Access - Is the site accessible from an existing right of way?
- Transit/Transportation and Resource Accessibility
- Timing - How quickly can the site be ready?

One site met this criteria

Site Evaluation – Property north of PW&U Facility



- Large enough (at least 1 acre)
- Appropriate zoning
- Adjacent to KT route and within walking distance of several routes on Kitsap Way
- Near other resources such as health care and food
- Grading and site preparation needed for shelter development and access
- Grading is forward compatible with future use of site by Public Works & Utilities
- Site not needed for PW&U expansion in the immediate future

Site: Property North of PW&U Oyster Bay Facility

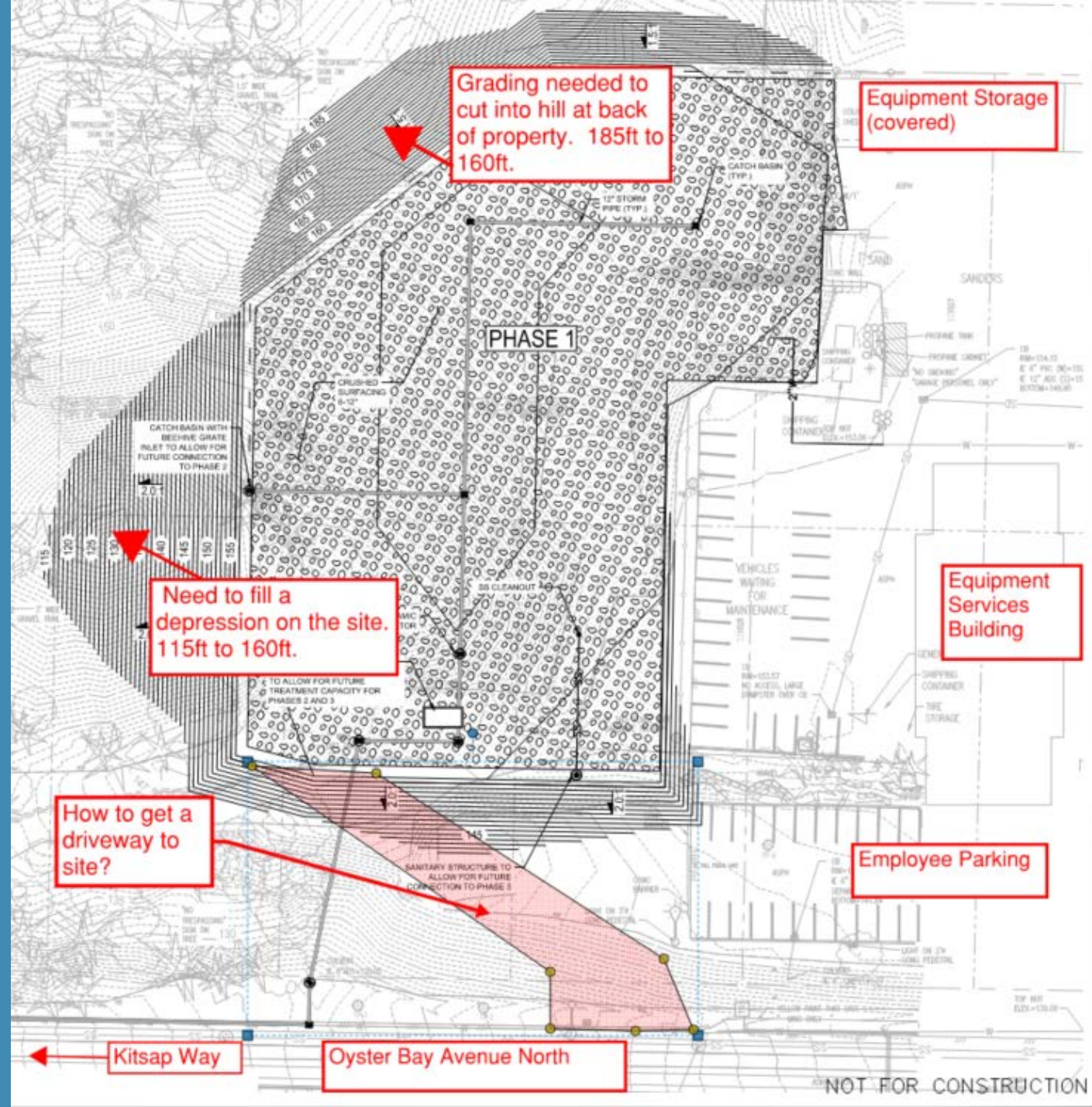
Parametrix Contract

Contract executed with Parametrix for 30% design and permitting for site grading and utilities.

Grading is fast tracked for spring construction. The 30% design accommodates all shelter alternatives.

Contract includes:

- Site development coordination
- 30% design, and cost estimates
- Permits



Next Steps for Parametrix Contract

Contract modification expected in January +/- once shelter type is selected. The modification will add:

- Final design with bid ready documents available by March +/- . Contract will include a budget adjustment
- May need - coordination with sub-consultants with expertise in shelter design
- May need - added design tasks for additional utilities (power), building pad design, security and lighting design, permitting for building and/or site use, public outreach

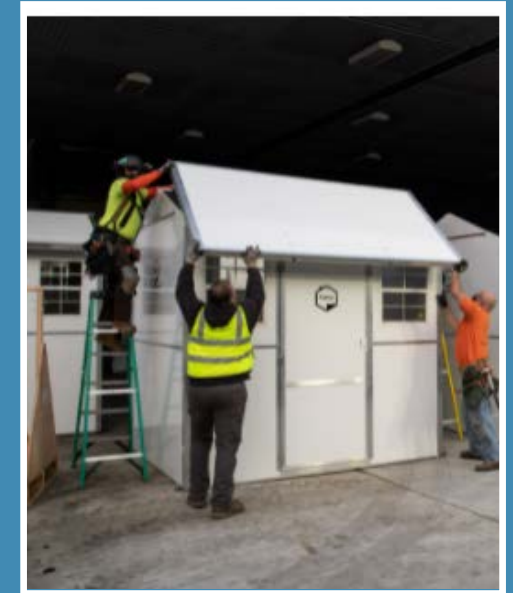
Shelter Options

The City is considering three emergency shelter approaches (from top left):

- Regulated Outdoor Encampment*
- Pallet Community - temporary tiny home site
- Sprung Structure - temporary shelter building

Shelter & related facilities to be contracted separately

*limited to 183 days under BMC 20.46.090 for temporary encampment permits



Potential Costs

**Order of magnitude costs, not budgetary*

Design

30% Design Contract - \$85k

100% Design Contract - \$50 - \$200k (cost range reflects uncertainty about shelter type)

Construction - Site Grading, Access, and Utilities

\$1.2 - \$1.75 million

Shelter – design & construction (range reflects uncertainty about shelter type)

\$250,000 - \$2.75 million

TOTAL COST

Design and Construction - \$1.6M - \$4M

Operations - TBD

Timeline and Next Steps

Site Grading Development

- Complete 30% site design – Oct - Dec
- Modify Parametrix contract for 100% site design - Jan
- Complete design and permitting – Jan – March +/-
- Bid/Award construction contract for site grading (may include other shelter prep) – April/May
- Complete site grading and prep – May – July +/-

Shelter Development

- *Select shelter type – ASAP, Dec at latest*
- Define budget; secure revenue and establish partners – Dec
- Contract/Bid/Award for shelter and amenities – timeline varies depending on option selected

Questions?



Site Pictures
– Oyster Bay
North





Site Pictures – Oyster Bay North

Site Pictures
– Oyster Bay
North



Public Works Effort – Homeless Encampments

Public Works is mitigating the impacts of encampments on the City in several ways:

- Cleaning up trash within the right-of-way across the City
- Cleaning up trash at established encampments on MLK and Broadway
- Returning shopping carts
- Responding to environmental issues such as RV's dumping sewage into storm drains
- Fielding calls on encampments, trash, and parking concerns from citizens
- Repairing damage from encampments and things like cut fences
- Additional trespassing at critical sites

Public Works has tracked approx. \$50k of costs on this effort (as of Sept 30th), however this underrepresents the true cost as not all efforts above are able to be tracked accurately.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

A8

SUBJECT:

Resolution to repeal Resolution No. 3349;
and adopt updated Council Rules &
Procedures

Study Session Date: October 11, 2023

COUNCIL MEETING Date: October 18, 2023

Department: City Council

Presenter: Council President
Jeff Coughlin

Phone: (360) 473-5280

SUMMARY:

The Council Rules & Procedures were last updated by Resolution No. 3349 on May 18, 2022.

Discussion on this item has been continued from Study Sessions held previously on June 28, July 12, July 26, August 23, and September 27.

ATTACHMENTS:

- 1) Resolution No. _____ with Exhibit A Council Rules & Procedures **Updated 10/10/23 8:21 AM**

FISCAL IMPACTS (Include Budgeted Amount): None.

STUDY SESSION AGENDA:

Limited Presentation Full Presentation

STUDY SESSION ACTION:

Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve Resolution No. _____ to repeal Resolution No. 3349; and adopt new Bremerton City Council Rules & Procedures.

COUNCIL ACTION:

Approve Deny Table Continue No Action

RESOLUTION NO. ____

A RESOLUTION of the City Council of the City of Bremerton, Washington, repealing Resolution No. 3349 and adopting new Rules & Procedures for the City Council to conduct its business.

WHEREAS, the City Council adopted Resolution No. 3349 on May 18, 2022, which adopted Rules & Procedures for the City Council to conduct its business; and

WHEREAS, the City Council desires to update the Rules & Procedures for the City Council; NOW THEREFORE,

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

SECTION 1. Resolution No. 3349 is hereby repealed in its entirety.

SECTION 2. The Bremerton City Council Rules & Procedures attached hereto as Exhibit A are hereby adopted and shall become effective upon passage of this resolution.

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

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

PASSED by the City Council of the City of Bremerton, Washington this _____ day of _____, 2023.

JEFF COUGHLIN, Council President

APPROVED AS TO FORM:

ATTEST:

KYLIE FINNELL, City Attorney

ANGELA HOOVER, City Clerk

Bremerton City Council

Rules & Procedures



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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 2nd and 4th 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~~ Administration Initiated Legislation:** Consideration of any subject, matter, or communication by the Council may be initiated by the Mayor ~~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~~ the policy, or allow items to be added 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 agenda with or without requested changes.

2. Council Initiated Legislation: To promote the orderly development and consideration of proposed legislation and the efficient use of staff and Council time, Council will initiate legislation as follows: at the joint request of two or more Council Members, they may seek confidential legal advice from the City Attorney for them to draft an outline of their proposed legislation for consideration at a Council Study Session. Upon submission to the Legislative Office Manager, the Council President shall place the item on the next scheduled Study Session agenda that is at least five (5) business days from the time of submission. Following Council discussion at Study Session, the City Attorney will prepare a draft ordinance or resolution if a request is made by three or more Council Members, and the item does not violate State law or the City Charter. Once the legislation has been prepared, the Council President will place it on the next scheduled Council Study Session agenda that is at least five (5) business days from the time of preparation. Upon presentation at a Study Session, the Council as a whole may (a) decline further consideration, (b) request information or changes before further consideration, or (c) place the item on a Regular Business meeting agenda with or without requested changes.

2.3. 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 1st and 3rd 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 (*may continue after General Business*)
- (e) Public Hearings
- (f) General Business
- (f)(g) Council Member Reports (5 minutes max-per Councilmember)
- (g)(h) Adjournment

2. Study Session: The Study Session shall meet in the designated Council Conference Room, unless a different location is so designated, on the 2nd and 4th 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 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.
- 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 18th day of ~~May~~July~~October~~, ~~2022~~2023

~~Michael Goodnow~~Jeff Coughlin
~~2022-2023~~ City Council President

**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

INFORMATION ONLY ITEM
CITY OF BREMERTON
CITY COUNCIL

SUBJECT: Discussion on City Charter
Section 18 relating to the City Auditor

Study Session Date: October 25, 2023

Presenter: Kylie Finnell
Jeff Coughlin

Phone: (360) 473-2345

SUMMARY: Review and discussion of Section 18 of the City Charter relating to the City Auditor and staffing.

Section 18 City Auditor:

There shall be an Auditing Committee consisting of two Council members and an independent Certified Public Accountant to be designated by Council, and two Bremerton residents selected by the designated members of the Auditing Committee. The Auditing Committee shall appoint a City Auditor who shall serve at the pleasure of the Committee. The City Auditor shall only be removed by the majority vote of the entire membership of the Committee sitting as a whole.

HANDOUTS: N/A

STUDY SESSION AGENDA:

No Presentation

Full Presentation

From: The Conduit <marwancameron@gmail.com>
Sent: Saturday, September 23, 2023 12:08 PM
To: City Council <City.Council@ci.bremerton.wa.us>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; Legal <Legal@ci.bremerton.wa.us>
Subject: Porta Potty Invoice

Bremerton City Council
Mayor
City Attorney
345 6th Street, Suite 600
Bremerton, WA 98337

Subject: Reimbursement and Continued Support for Porta Potties on MLK

Dear Members of the Bremerton City Council, Mayor, City Attorney

I hope this letter finds you in good health and high spirits. I am writing to you today on behalf of Gather Together Grow Together, Rock the Block, and in collaboration with several other dedicated entities and individuals who have worked to address a pressing issue within our community.

Firstly, I would like to express our gratitude for your attendance and support at the Gather Together Grow Together Pancake Breakfast held on October 26, 2022. Your presence was greatly appreciated, and it demonstrated your commitment to our community's welfare. The event served as a catalyst for positive change, bringing together various stakeholders, including Councilman Coughlin, the Foundation for Homeless and Poverty Management, the Lived Experience Coalition, Salvation Army, Living Life Leadership, PCHS, KPHD, Resilient Ecosystems, G2 Housing, Bailey Tupai, KCR, BHA, Kitsap County (Kirsten Jewell), the HEART Program, Surviving Change, NW Hospitality, Food not Bombs, and many others. If you wish to revisit the event, you can watch the video here: [Pancake Breakfast Workgroup](#).

During this event, the City Council took decisive action by earmarking \$10,000 for the installation of porta potties on Martin Luther King Jr. Way (MLK). This allocation was a significant step toward addressing the pressing needs of our unhoused neighbors and enhancing public health and sanitation in the area.

However, as you are aware, the journey to establish these porta potties faced numerous challenges and delays. It was only on August 31st, 2023, that G2 Housing successfully delivered and installed the porta potties on MLK, thanks in part to the collaboration and efforts of Rock the Block and other dedicated partners. I am pleased to report that since their installation, the porta potties have been in operation without incident.

Providing a porta potty for the homeless benefits both the unhoused individuals and the broader community in several ways. Firstly, it enhances the dignity and well-being of homeless individuals by offering them access to a clean and safe restroom facility, helping to maintain their basic hygiene and health.

Moreover, businesses, homeowners, and renters benefit as well, as it reduces the likelihood of public urination and defecation in public spaces, which can otherwise lead to unpleasant and unsanitary conditions. This, in turn, helps maintain property values and preserves the quality of life for residents and business owners alike.

For children in the community, having accessible porta potties contributes to a cleaner and more hygienic environment, reducing potential exposure to health hazards. It also presents a valuable opportunity for parents to teach their children about empathy, compassion, and community engagement by emphasizing the importance of helping those less fortunate.

In essence, providing porta potties for the homeless is a win-win solution that promotes the well-being and dignity of the unhoused while fostering a healthier, more harmonious community for all its members.

At present, the expenses associated with this initiative amount to \$1,604.40 until October 10, 2023, with subsequent monthly costs estimated at \$929.40 monthly. Enclosed with this letter, you will find the relevant expense documents for your review and consideration.

We kindly request that the Bremerton City Council honor the original intention of the \$10,000 allocation by reimbursing the current expenses and committing to cover future costs until the allocated funds are exhausted. Furthermore, we seek your commitment to sustaining this essential service for our unhoused neighbors beyond the initial funding period.

By taking responsibility for the porta potties on MLK, you would not only fulfill the intended purpose of the funds but also demonstrate your dedication to improving the lives of those in our community who are most vulnerable.

We eagerly await your response and look forward to working collaboratively with you to ensure that this vital service continues. Together, we can make a lasting and positive impact on the lives of our fellow residents who rely on this service daily.

Thank you for your attention to this matter, and please do not hesitate to reach out if you require any further information or clarification.

Respectfully,

Marwan Cameron
Executive Director, Gather Together Grow Together
Rock the Block Member

Marwan Cameron
Executive Director

Gather Together Grow Together

gather2grow@g2g2.org

g2g2.org

The Conduit Network

marwancameron@gmail.com

360-990-6387 cell (text preferred)

Website: theconduitnetwork.org

Cashapp:

\$TheConduitMC

Paypal: marwancameron

Venmo: marwancameron

501c3 Tax Id 82 4275 446





DTG Recycle
P.O.Box 14203
Mill Creek, WA 98082
(425) 549-3000

Invoice

Marawan Cameron
Marawan Cameron 821 TOILET
821 Doctor Martin Luther King Way
Bremerton, Washington 98337

Document # 200133083
Account # ACC8491
Terms 30 Days Net
Invoice of Date 9/14/2023
Due date 10/14/2023

Service Description - Portable Restrooms	QTY	RATE	Price
Service Site: Marawan Cameron 821 TOILET (ACC8491 - 8539CP1) 821 Doctor Martin Luther King Way Bremerton, Washington 98337			
CO Standard - Two Times Per Week - Rent/Advance Service 9/13/2023 To 10/10/2023	2	300.00	PS-Rental 600.00
Order Number: OR47351	Subtotal of Job # Rental		600.00
Marawan Cameron 821 TOILET Subtotal excluding taxes and surcharges			600.00

Payments to: DTG Recycle P.O. Box 14203 Mill Creek, WA 98082	Invoice Totals		
	Subtotal		600.00
	F.I.C.		29.40
	Current Charges		629.40
	Current Outstanding Balance		629.40

----- ✂ -----
(Please cut along the line and return with your payment)

Payments To: DTG Recycle
P.O. Box 14203
Mill Creek, WA 98082

Invoice Address: Marawan Cameron
Marawan Cameron 821 TOILET
821 Doctor Martin Luther King Way, Bremerton
Kitsap County, Washington 98337

Customer Number: ACC8491
Invoice Number: 200133083
Invoice Total: 629.40
Balance Due: 629.40
Remitted Check #: XXXXXXXXXX

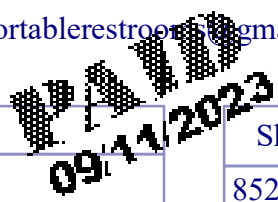
Moran's Portable Restrooms Inc

Invoice

P. O. Box 1883
Poulsbo, WA 98370

360-994-9544 moransportablerestrooms@gmail.com

Date	Invoice #
9/5/2023	8807



Bill To Marwan Cameron 419 Park Ave Bremerton, WA 98337	Ship To 8521 Dr Martin Luther King Way Bremerton
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P.O. No.	Terms	Due Date
	Upon Receipt	9/5/2023

Description	Quantity	Rate	Amount
Customer Owned Unit - On-Call Cleaning	2	100.00	200.00
Off-Route Fee	1	50.00	50.00

DAMAGE WAIVER DECLINATION AGREEMENT

If you wish to decline coverage at this time. Please sign on the line below, deduct the coverage charge from you bill & mail a copy of the invoice with your payment. By signing below and deducting the fee; you are agreeing to take full responsibility for the unit(s) that you have rented.

_____ - I wish to decline coverage at this time.

Total	\$250.00
Payments/Credits	-\$250.00
Balance Due	\$0.00

From: Kelsey S <kelsey.e.stedman@gmail.com>
Sent: Saturday, September 23, 2023 10:03 AM
To: City Council <City.Council@ci.bremerton.wa.us>; Greg Wheeler <Greg.Wheeler@ci.bremerton.wa.us>; dm.wilson@soxbox.org; Marwan Cameron <gather2grow@g2g2.org>; kim siebens <kimmysiebens@yahoo.com>
Cc: Doug Washburn <dwashburn@kitsap.gov>
Subject: Request to fund encampment work, Oct-Dec 2023

Hello Bremerton City Council and Mayor Wheeler,

With the passing of the unauthorized camping ordinance last week, Rock the Block wants to offer our support in continuing with outreach and relocation efforts for the folks experiencing homelessness on MLK and Broadway. We have a draft budget that we would like to present for consideration that would offset the costs of this work, which have been funded mainly by the volunteers of Rock the Block and your constituents living in Bremerton. I have been involved in grant coordination and budget oversight for over seven years, but have not worked directly with the City before, so I am looking for guidance on how to best go about this.

I attempted to connect with the City Planner on Friday but was unable to reach her and did not get a return call before the end of the day. I know we are on a short timeline, but I am hoping **if this budget would need to go before council, could our budget proposal be on the agenda for the next study session on Wednesday, September 27th?**

Our request to the City would be for approximately \$50,000 to fund a portion of our current efforts, as well as support to expand these efforts between now and December 31, 2023, especially for those who cannot or will not access shelter services.

Not only have we seen local successful outcomes but the techniques we utilize, including Intensive Case Management, Assertive Outreach and Collective Impact, are evidence-based. To date, we have helped 22 individuals get off the streets within seven weeks, and only one has returned to the streets as of writing this email. **This includes the family with two children, who had no resources immediately available to them despite our team trying all community resources, including KCR, CPS, HEART, BPD, KRM, etc. We ended up getting them housed temporarily in a motel with a generous voucher through Salvation Army (that they pulled from their own reserves to fund) and transportation of the family and their belongings through G2G2, in-kind. One parent is already in detox (again transported in kind by G2G2), and the other plans to go into treatment once the first parent gets out. We are continuing to work with the previously named partners for a longer-term plan.**

Our methods work.

We are also reaching out to the county for additional support, as our request to the City would not cover all the costs associated with this work, and many services would still be covered in-kind. We are trying to follow the requests of the city and get support at both the City and County level. Initial conversations with the County have been encouraging!

Please let us know if this size of request can go directly to the Mayor, or needs to come through City Council, and what our next steps need to be.

For example, do you need a draft contract as well, and if so, can you send us a template to work from? Otherwise, we have a generic contractor contract we can be ready to submit, along with the budget, by end of day, Monday the 25th, if not sooner. This proposal will come through an already established non-profit, likely SoxBox, as a sub-program of that organization.

Thank you for the consideration, we look forward to hearing from you.

Best,

Kelsey Stedman, RN
360.908.6751



Executive Summary: Request for Funding

PURPOSE

The purpose of the current funding request is to support a portion of the Rock the Block (RTB) efforts from October 1, 2023 through December 31, 2023. This funding would allow us to effectively address the time-sensitive needs of individuals in downtown Bremerton to connect any individual interested and able to exit homelessness to do so. **The current work is not sustainable without financial support.**

OVERVIEW

RTB volunteers currently provide **daily** intensive case management and evidence-based Assertive Outreach dedicated to 1) support individuals and families to exit unsheltered homelessness in downtown Bremerton and 2) support individuals and families to meet their basic needs while living unsheltered.

WHAT WE'VE ACCOMPLISHED (August 1, 2023 - October 8, 2023)

Portable Toilets:

- The RTB volunteers, in collaboration with G2G2, Bremerton Homeless Community Coalition, Kitsap County Human Services, Salvation Army, and a local community volunteer, successfully installed two portable toilets and fencing in a rented parking space (privately-owned) within 30 days, which are still in operation. Funding to date has mostly come from personal donations and online fundraisers through the Bremerton Homeless Community Coalition and RTB Facebook groups.

Service Outcomes:

- Over **80 unique individuals** have been provided consistent engagement, supplies & services in just over **60 days**.
- **30 individuals** successfully entered in inpatient drug detox, treatment and/or housing placements in that same time frame.
 - **26 of those individuals (87%)** have **not** returned to homelessness in downtown Bremerton



Overview and Budget Proposal : City of Bremerton

October 2023

PURPOSE

The purpose of the current funding request is to support a portion of the Rock the Block (RTB) efforts from October 1, 2023 through December 31, 2023. This funding would allow us to more effectively address the time-sensitive needs of individuals in downtown Bremerton to connect any individual interested and able to exit homelessness to do so. **The current work is not sustainable without financial support.**

The current proposal would be housed under the non-profit 501(c)(3), SoxBox, while RTB works to apply for 501(c)(3) status and pursue longer term strategies for this work. All the RTB members have experience in budgeting, contracts, grant writing, and/or program management. RTB would also be interested in applying for human services funding in 2024 through the City of Bremerton, should funding become available.

BACKGROUND

According to Maslow's Hierarchy of Needs, human beings require that their basic needs are met (food, water, shelter, sanitation, safety, belonging) in order to have the capacity to address other issues such as mental health, substance use, or housing. We must help people to survive before they can thrive. **Isolation and lack of social integration are as harmful as smoking** according to national and international [data](#). The US Surgeon General recently released a [national framework](#) to address loneliness and isolation as a national crisis, and highlights these factors as key components of physical health, mental health issues and substance use disorders. [Recent research](#) shows that relationships can either precipitate or ameliorate homelessness and substance use disorders. Positive connection and hope are key components to exiting homelessness, stopping substance use, and maintaining sobriety. Furthermore, the [physical health consequences](#) of poor or insufficient connection include a 29% increased risk of heart disease, a 32% increased risk of stroke, and a 50% increased risk of developing dementia for older adults. Additionally, lacking social connection increases risk of premature death by more than 60%.

Engagement and rapport building takes time in individuals who have been harmed by systemic failures. The consistent, dependable connection created between RTB volunteers is the foundational first step towards change.



OVERVIEW

RTB volunteers currently provide **daily** intensive case management and evidence-based Assertive Outreach dedicated to 1) support individuals and families to exit unsheltered homelessness in downtown Bremerton and 2) support individuals and families to meet their basic needs while living unsheltered.

Our main goals are to provide consistent, reliable, support to **all** people experiencing homelessness in downtown Bremerton. RTB volunteers also know systematic change is integral to truly making a difference in the homelessness issues and advocate for evidence-based policies and programs to be funded at the city, county, and state-level.

Members:

RTB is currently composed of the following **volunteers**. Please note, if they have a non-profit affiliation, it is listed. However, currently all staff time for RTB efforts is **unpaid** work. Some volunteers also support RTB through their non-profits 501(c)(3) for services, which are **currently covered through personal or community donations, and not reimbursable through their non-profits**. Exceptions to this are included in the proposed budget.

- Anton Preisinger, Northwest Hospitality
- Bailey Tupai, God's Broken Home University
- Christi Lyson, Independent volunteer
- Dawn Michele Wilson, SoxBox
- Joslyn LaMadrid, Bremerton Prayer Walk
- Kelsey Stedman, Volunteer Nurse
- Kimmy Slebens, Their Voice, Bremerton Homeless Community Coalition
- Marwan Cameron, Gather Together Grow Together (G2G2)

Partnerships:

RTB frequently coordinates with many agencies outside those listed above to support unhoused individuals in the downtown Bremerton area. This list is not exhaustive, but represents examples of the **collaborative work** happening in the area:

- BOOST Mobile
- Bremerton Police Department
- Kitsap County Human Services - HEART Team



- Kitsap Community Resources - Housing Solutions Center & Foundational Community Support
- Kitsap Recovery Center - Persons in Need (PINS) Program
- Kitsap Rescue Mission (KRM) - Access to Mental Health and Substance Use Disorder Providers
- New Day Ministries
- Peninsula Community Health Services
- REAL Teams - Agape Unlimited, back-up support from West Sound Treatment Center
- Salvation Army
- Seattle Community Outreach Program and Engagement (SCOPE) Team
- And many other organizations, churches, and individual community members who bring food and donations, often coordinated through RTB. Success is not possible without them.

WHAT WE'VE ACCOMPLISHED (August 1, 2023 - October 8, 2023)

Many of these outcomes are the result of collaboration with the other agencies listed above, and more. Here are some of the ways RTB has helped individuals both survive and thrive in the past two months alone.

Portable Toilets:

- RTB volunteers outreached to multiple private business owners along MLK and held multi-agency meetings to discuss options for portable toilets after being told by city officials that the City had no public property options that would not violate existing codes or ordinances.
- **OUTCOME:** The RTB volunteers, in collaboration with G2G2, Bremerton Homeless Community Coalition, Kitsap County Human Services, Salvation Army, and a local community volunteer, successfully installed two portable toilets and fencing in a rented parking space (privately-owned) within 30 days, that are still in operation.
 - G2G2: Holds the contract with servicing company, DTG, for emptying 3x/week, and carries the liability insurance.
 - KITSAP COUNTY HUMAN SERVICES: Lends county-owned portable toilets at no charge. A current contract between the County and G2G2 for Severe Weather Shelter transportation services is being amended to allow invoicing for portable toilet servicing charges.
 - BREMERTON HOMELESS COMMUNITY COALITION: Advocates publicly for this need to be filled and created an online fundraiser specific to this cause.



- SALVATION ARMY: Provides sharps containers and sharps disposal at no charge.
- NORTHWEST HOSPITALITY: Provides small portable sink with soap dispenser.
- SCOPE: Provides toilet paper to RTB, as needed.
- RTB AND INDIVIDUALS LIVING OUTSIDE: Oversee general cleanliness, re-stocks toilet paper, addresses issues, maintains sharps containers, and refills water and soap in sink, on an as-needed basis (nearly daily).

Service Outcomes:

- Over **80 unique individuals** have been provided consistent engagement, supplies (clothing, tents, tarps, food, etc) & services **in just over 60 days**.
 - Engagement: A RTB volunteer has been on-site in the encampments on a nearly daily basis to provide consistent connection and maintains rapport, trust, and linkages to care for people experiencing homelessness. Our continuous presence has also helped reverse overdoses through naloxone use, de-escalate potential assaults, reduced 911 calls, and prevent crime, prostitution, and open-air drug dealing and drug use.
 - Meals: The Salvation Army graciously provides breakfast and lunch 5 days a week so RTB has coordinated with other organizations and individual volunteers to try and ensure a meal is provided for dinner every day of the week and on weekends. RTB provides a community meal every Monday between 2-4pm. These meals are all based on donations, mainly through food donations and online fundraising through Bremerton Homeless Community Coalition. We have provided over 1,200 meals since August 1st through these meals, alone.
 - Transportation: RTB and G2G2 have transported individuals to detox and treatment far outside Kitsap County, including Kelso, Bellingham, Everett, and Longview, at all hours of the day and night, seven days a week. This is in addition to driving to pick up donations and transporting individuals to pick up medications, drive children experiencing homelessness to school, to and from medical and behavioral health appointments, and rides and advocacy to access services such as DSHS, KCR, DOL, etc.
 - Medical Care: Volunteer medical services, including wound care and care coordination, provided 2-3 days/week.
- **30 individuals** successfully entered in inpatient drug detox, treatment and/or housing placements in that same time frame.



- To date, **26 of those individuals (87%)** have **not** returned to homelessness in downtown Bremerton
 - **Three** minors (all under 16 years old)
 - **One** pregnant female returned to family, who were unaware she was pregnant or experiencing homelessness
 - **Three** provided care coordination and advocacy while hospitalized
 - Two discharged to Benedict House, one has guardianship pending and continues to need daily intensive advocacy and support due to his cognitive impairments and a life-threatening illness
 - One went into Crisis Triage Center for 5 days, then returned to the street

Collaboration:

- RTB facilitated the first of many collaboration meetings with 25 attendees on October 5th to discuss services, and service barriers, to helping those experiencing homelessness in Bremerton. Agencies in attendance included: Agape, Bremerton Police Department, Bremerton Prayer Walk, Catholic Community Services, G2G2, HEART team, KCR, Kitsap County Human Services, Kitsap Recovery Center, SoxBox, West Sound Treatment, Salvation Army Scarlet Road, and SCOPE.
- **RTB was the only entity present able to commit to consistent daily engagement and linkage-to-care services for any individual living unhoused in downtown.**

A Case Study:

Mark is a male in his 30's who became homeless after a death in the family and began using meth and fentanyl as a result. Mark started living on MLK about 9 months ago, was dealing drugs, and well-known to two of the RTB advocates.

After about 3 weeks of intensive Assertive Outreach work with RTB, Mark decided he wanted to change. RTB coordinated to get Mark the required Substance Use Disorder Assessment through PCHS. Mark completed the assessment and was given a list of potential treatment options, but had no phone, and was unable to coordinate this on his own. RTB found placement for him, facilitated the intake, and transported him to a medical detox program in Longview, WA. From there, Mark went into a 28-day treatment program in Kelso, WA. He was not successful in that program, and walked two miles in 102 degree heat, to access a phone and



called RTB. He had not relapsed. RTB then coordinated an emergency admit through KRC's Person in Need program, who accepted him into treatment. G2G2 drove to Kelso and transported Mark to KRC, where he secured a bed at an Oxford House for after treatment, and was within days of graduating.

Then, KRC had a COVID outbreak, and Mark was discharged early because the facility closed as a result of the outbreak. Mark had contracted COVID during the outbreak and was unable to move into his Oxford home as a result. Mark's family agreed to pay for a hotel room until Mark was out of isolation and could move into Oxford. RTB provided food and medicine while he was in the hotel. **He did not use any substance through all of this.** He recently celebrated 60 days substance-free, volunteers with RTB, and is successfully employed and reunited with his family. He is now employed part-time by one of the RTB agencies, and RTB continues to communicate with him daily to support his continued success.

Currently, RTB is helping Mark to apply for funding to continue his clean and sober housing. This requires him to provide an ID, lease, pay-or-vacate, and other various documents, then stand outside from 5am to 8am, to determine if he is eligible, and if funding is available. This has created a lot of anxiety and uncertainty for Mark, and he has had to choose between attending an evening NA meeting and getting little sleep, or miss his NA meeting so he can ensure he gets enough rest to access housing support.

OTHER FUNDING STRATEGIES BEING PURSUED

- Our main support is provided through donated time and services, and funding through online fundraisers and the RTB volunteers themselves.
- In contract negotiations with Kitsap County Human Services for additional transportation funding for RTB services. **This funding, if secured, will only cover client transportation one-way.**
- Costco Warehouse Grant
- Kroger Co. Foundation
- Salish Behavioral Health Organization



PROPOSED SCOPE OF WORK

1. A RTB member will be on-site in downtown Bremerton to connect with individuals and link them to needed services on a daily basis, seven days a week. Outreach efforts will focus on individuals living on Broadway, MLK, or 8th St with the goal of linking them to housing and behavioral health services. The main on-site individual will be the Assertive Outreach Lead Case Manager, with support from other RTB volunteers, mainly on the evenings and weekends.
2. RTB team will create a “line by” list of all individuals living unhoused in the above mentioned areas (with their consent) to:
 - a. Coordinate needs with other agencies such as HEART team for individual needs and shelter placement and housing support through their KCR employee, REAL teams for crisis stabilization around SUD, KRC Person in Need program, NW Hospitality and Bremerton Prayer walk for clothing and trash control, G2G2 for transportation, etc.T
 - b. The line will determine which individuals plan to access Salvation Army shelter on Nov. 1.
 - i. If currently banned from Salvation Army, they will coordinate with Salvation Army staff to determine if they will be eligible to access shelter starting Nov. 1.
 - ii. If unable or not planning to enter Salvation Army shelter, RTB will focus efforts on a housing plan for these individuals with the goal of implementation by Nov.1
3. RTB will provide at least one meal a week to individuals experiencing homelessness in and around downtown Bremerton.
4. RTB will purchase items needed for stabilization as payor of last resort. This would include clothing, food, hygiene supplies, gas cards for individuals with vehicles to access services on their own if able, gas cards for RVs to drive to dump station for proper sewage disposal, dump fees (\$5), county dump fees, etc. RTB will track all receipts and gift cards and submit invoices in the format required by the City.
5. RTB will coordinate trash clean-up with NW Hospitality, RTB volunteers, and citizen volunteers to place trash in designated areas for Public Works and Waste Management pick-up at least once per week.
6. RTB will pursue storage item options with community partners for individuals to store small personal effects above and beyond that allowable by Salvation Army shelter or other shelter options.
7. RTB will subcontract transportation services to G2G2. Transportation will be utilized to get people to detox/treatment if the REAL teams are unavailable, or if the individual declines REAL team services. Reimbursable transportation costs shall also include to and from service agencies such as DSHS, KCR, DOL, BHA, PCHS, St. Michael’s Medical Center, etc. Transportation charges may include gas and staff time for trips to purchase needed items for individuals, pick up medications or needed documents for housing, behavioral health, etc. Portable toilet site and emptying fees will be reimbursable to G2G2 with supporting invoices.



8. RTB will subcontract administrative oversight to Northwest Hospitality to track outcomes, meet contracting requirements, etc.

Rock the Block October - December 2023

Agency Name: Sox Box

Project: Rock the Block

Enter the estimated costs associated with your project/program	October 1-December 31, 2023			
	City Request	County	In-Kind	Total
Personnel				
Assertive Outreach Lead Case Manager	\$ 17,500.00	Partial FTEs of HEART Team	\$ -	\$ 17,500.00
Other Outreach Staff		\$ -	\$ 191,638.00	\$ 191,638.00
Total Benefits	\$ 3,675.00	\$ -	\$ 57,491.40	\$ 61,166.40
SUBTOTAL	\$ 21,175.00	\$ -	\$ 249,129.40	\$ 270,304.40
Supplies & Equipment				
Equipment	\$ 300.00	\$ -	\$ -	\$ -
Office & Field Supplies		\$ -	\$ 150.00	\$ -
Other: trash bags, disinfecting wipes, hand sanitizer, etc	\$ 500.00	\$ -	\$ 1,500.00	\$ -
SUBTOTAL	\$ 800.00	\$ -	\$ 1,650.00	\$ -
Administration				
Advertising/Marketing	\$ -	\$ -	\$ -	\$ -
Audit/Accounting	\$ -	\$ -	\$ -	\$ -
Communication	\$ -	\$ -	\$ -	\$ -
Insurance/Bonds	TBD	\$ -	\$ -	\$ -
Postage/Printing	\$ -	\$ -	\$ -	\$ -
Transportation (Subcontract to G2G2)	\$ 7,500.00	In neg. Approx. \$7,500	\$ -	\$ 15,000.00
Legal Services	\$ -	\$ -	\$ -	\$ -
Fees and Taxes	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 15,000.00
Ongoing Operations & Maintenance				
Janitorial Service	\$ -	\$ -	\$ -	\$ -
Maintenance Contracts	\$ -	\$ -	\$ -	\$ -
Maintenance of Existing Landscaping	\$ -	\$ -	\$ -	\$ -
Repair of Equipment and Property	\$ -	\$ -	\$ -	\$ -
Utilities	\$ -	\$ -	\$ -	\$ -
Other: Food	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00
Other: Client incidentals (med co-pays, OTC meds, clothing, IDs, personal supplies needed for detox/treatment, body wipes, OTC wound care supplies)	\$ 9,000.00	\$ -	\$ 4,500.00	\$ 9,000.00
Other: Emergency Housing Support	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
SUBTOTAL	\$ 16,500.00	\$ -	\$ 7,500.00	\$ 16,500.00
Sub-Contracts				
G2G2: Portable toilets (Servicing and rental space fees for *SEPT*-DEC)	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -
Organization: Northwest Hospitality 10% Indirect	\$ 4,797.50	\$ -	\$ -	\$ 4,797.50
Organization:	\$ -	\$ -	\$ -	\$ -
Organization:	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 6,797.50	\$ 2,000.00	\$ -	\$ 6,797.50
Other				
	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ -	\$ -	\$ -	\$ -
Total Project Budget	\$ 52,772.50	\$ 9,500.00	\$ 258,279.40	\$ 308,601.90

B3

From: Anna Mockler <Anna.Mockler@ci.bremerton.wa.us>

Sent: Wednesday, October 11, 2023 12:24 PM

To: Jennifer Chamberlin <Jennifer.Chamberlin@ci.bremerton.wa.us>; Denise Frey <Denise.Frey@ci.bremerton.wa.us>; Jeff Coughlin <Jeff.Coughlin@ci.bremerton.wa.us>; Quinn Dennehy <Quinn.Dennehy@ci.bremerton.wa.us>; Michael Goodnow <Michael.Goodnow@ci.bremerton.wa.us>; Eric Younger <eric.younger@ci.bremerton.wa.us>

Subject: Livability (Agenda Item B3)

Good afternoon, all.

Let's spend 20 minutes tonight defining Livability in relation to Transportation.

The Transportation Element documents contain a number of references to "Livability". When Council visited the shipyard last year, we were asked if the focus should be on Accessibility (Capacity) or Livability. Our strong consensus was Livability.

My constituents define Livability as it affects residential streets. Not one person has asked for faster arterials. Here's what they've said they want: slow down speeders, install speed cushions (speed bumps), add crosswalks, add sidewalks, more 4-way stops, add Sunday service, do the 6th St Road Diet, pave roads so edges are safe for bikes to travel in bike lanes.

What do your constituents want? We're reviewing the Joint Compatibility Transportation Plan soon, which states that its focus is on Livability. It would be good to have a better handle on the term before then.

That's all from me. See you tonight,
Anna

Anna Mockler
Bremerton City Councilor, District Six